



VILLAGE OF MENOMONEE FALLS NOTICE OF PUBLIC MEETING

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BOARD OF TRUSTEES MEETING Menomonee Falls Village Hall, Room 2245 W156N8480 Pilgrim Road, Menomonee Falls, WI Monday, July 6, 2026, 6:30 p.m.

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

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

- a. Application for Successor of Agent from Speedway, LLC, for Speedway #4226 located at N87W17245 Main St, Laura Struebing - New Agent for the 2026-2027 "Class A" Fermented Malt Beverage and "Class A" Liquor License. (No Police Concerns)
- b. Application for an Unenclosed Premise Permit for Friends of Old Falls Village Park, for 1960's Era & Vietnam War Reenactment Weekend. (At Old Falls Village Park, the Old Falls Biergarten area is defined outside of the parking lots and the green space to the creek, over the Sparrow and Koch house up to the Miller Davidson House.) For the licensing period of July 31st thru August 2nd, 2026 from 8:00am to 10:00pm. (No Planning Concerns, Police Comments: No alcohol in parking lot)
- c. Application for an Unenclosed Premise Permit for Three Cellars – Menomonee Falls, for Eagle Parking Lot Party. (Parking lot, grass outside Three Cellars patio sidewalk in front of Three Cellars.) For the licensing period of August 1st, 2026 from 12:00pm to 7:00pm. (No Police or Planning Concerns)

- d. Application for an Unenclosed Premise Permit for Menomonee Falls Events, for Falls Kids Festival. (Village Park, Optimist Way, Garfield Avenue and Northeast Parking lot.) For the licensing period of August 8th, 2026 from 6:00am to 6:00pm. (No Planning Concerns, Police Comments: Need coordination with DPW for road blockages/barriers)
- e. Application for an Unenclosed Premise Permit for Menomonee Falls Events, for Falls Festival of the Arts. (Garfield Avenue from Optimist Way to parking lot entrance.) For the licensing period of August 22nd, 2026 from 6:00am to 6:00pm. (No Planning or Police Concerns)
- f. Application for an Unenclosed Premise Permit for Friends of Old Falls Village Park, for Old Falls Renaissance Faire and Pirate Fest. (At Old Falls Village Park, the Old Falls Biergarten area is defined outside of the parking lots and the green space to the creek, over the Sparrow and Koch house up to the Miller Davidson House.) For the licensing period of September 11th thru September 13th, 2026 from 8:00am to 10:00pm. (No Planning Concerns, Police Comments: No alcohol in parking lot)
- g. Application for an Unenclosed Premise Permit for Friends of Old Falls Village Park. (At Old Falls Village Park, the Old Falls Biergarten area is defined outside of the parking lots and the green space to the creek, over the Sparrow and Koch house up to the Miller Davidson House) For the licensing period of October 3rd, 2026 from 8:00am to 10:00pm. (No Planning Concerns, Police Comments: No alcohol in parking lot)
- h. Application for an Unenclosed Premise Permit for Friends of Old Falls Village Park, for WWI Reenactment and Oktoberfest. (At Old Falls Village Park, the Old Falls Biergarten area is defined outside of the parking lots and the green space to the creek, over the Sparrow and Koch house up to the Miller Davidson House.) For the licensing period of October 9th thru October 11th, 2026 from 8:00am to 10:00pm. (No Planning Concerns, Police Comments: No alcohol in parking lot)

5. Public Comment

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

6. Public Hearings: All persons interested in making comments about any of the public hearing items will be heard. Formal petitions and written comments regarding any of the public hearing items may be submitted tonight. During the public hearing(s), if you wish to be heard, the Village Board of Trustees asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking at the public hearing must complete a Public Hearing Appearance form before speaking and hand it to the Village Clerk after they have spoken. Forms are available on the table located at the back of the room.
- a. A Public Hearing to consider the Plan Commission's recommendation on the request of Derek B McGrew, Cellusite, LLC, to obtain a Conditional Use Permit allowing for the installation of a new wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay. The subject site is identified by Tax Key Number 11.229.

Action Item:

Action on a Conditional Use Permit regarding the installation of a new wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay. The subject site is identified by Tax Key Number 11.229.

Committee and Commission Reports:

7. Plan Commission - Discussion and possible action on the following items:
- a. Resolution amending the Project Plan and Boundaries of Tax Incremental District No. 9 (TID No. 9).
- b. Resolution amending the Project Plan and Boundaries of Tax Incremental District No. 12 (TID No. 12).
- c. Resolution creating Tax Incremental District No. 20, approving its project plan and establishing its boundaries.
- d. Resolution creating Tax Incremental District No. 21, approving its project plan and establishing its boundaries.
8. Utilities and Public Works Committee - Discussion and possible action on the following items:
- a. Approval of an Agreement (AIA Document A133-2019) with General Conditions between the Village of Menomonee Falls and Riley Construction Company Inc. for Construction Manager as Constructor for the Public Safety Training Center, Project No. 20023.

9. Closed Session:
 - a. Convene into Closed Session in the Village Board Room (#2245) pursuant to Wis. Stat. § 19.85(1)(e) and (1)(g) to confer with the Village Manager and Village Attorney regarding the following matters:
 - Negotiations with the Village of Lannon over the possible terms of an amended Fire Department Service Agreement presented by Chief Pulvermacher.
 - Negotiations with Waste Management of Wisconsin over the terms of a potential agreement for curbside refuse and recycling collection.
 - Negotiations with one or more owners of parcels on Main Street in Tax Increment Financing District No. 6 regarding a possible development agreement.
 - Litigation strategy in Waukesha County Case No. 2025CV002427, Entrust et al v Public Service Commission.
10. Reconvene into Open Session Pursuant to Wisconsin Statutes 19.85(2).
11. Adjournment

THIS AGENDA IS SUBJECT TO REVISION

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

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



Village Board - Regular

6. a.

Meeting Date: 07/06/2026

Topic: AT&T Wireless Communication Facility Conditional Use

From: Amy Bennett, Director of Planning and Development

Department: Planning & Development Services

Information

Subject:

A Public Hearing to consider the Plan Commission's recommendation on the request of Derek B McGrew, Cellusite, LLC, to obtain a Conditional Use Permit allowing for the installation of a new wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay. The subject site is identified by Tax Key Number 11.229.

Action Item:

Action on a Conditional Use Permit regarding the installation of a new wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay. The subject site is identified by Tax Key Number 11.229.

Issues for Consideration/Background Information:

On June 23, 2026, the Architectural Control Board (ACB) (4-0) recommended the Village Board deny the Conditional Use Permit allowing an 80' wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay citing the application does not meet the requirements of Zoning Code Section (122-433(a)(4) Telecommunication facilities and antennas and Zoning Code Section 122-354 Village Centre Overlay District Design Standards.

On June 2, 2026, the Plan Commission recommended (5-1) the Village Board deny the Conditional Use Permit allowing an 80' wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay based on the following substantial evidence:

Under Section 122-433(a)(4)j.:

1. The proposed 80' tower is not a monopole structure, but described as an approximate 15' x 15' "stealth structure".
2. The proposed 80' tower will have potential impacts to historic or cultural resources listed, or eligible for listing, on the National Register of Historic Places including height and design theme inconsistencies along with affecting the character of the historic downtown

area.

3. The proposed 80' tower will not be architecturally compatible and consistent with surrounding buildings and structures as it would be substantially taller than surrounding one and two-story buildings and would be visually dominant in the Village Centre Overlay District.
4. Equipment buildings shall be located, designed and screened to reduce visual impacts to the extent feasible considering the technological requirements of the proposed personal wireless services and the need to be compatible with neighboring residences and the character of the community. A landscape screening plan for the easement area was submitted the day of this meeting. No other site improvements are proposed.

Under Section 122-354(a):

5. Existing context and scale: The surrounding area consists primarily of one and two-story buildings ranging from about 15' to 37' in height consistent with the Village Centre Overlay District Sec. 122-354(a) design theme.
6. Historic design theme: The proposed 80' tower is not consistent with the historic architectural styles, forms or development patterns described in Sec. 122-354(a) which notes small scale, one or two-story structures, traditional building materials and minimal exterior appurtenances.
7. Height relative to Village Centre Overlay District standard: The proposed 80' tower exceeds the height of adjacent structures by more than two to three times and exceeds the code limit under Section 122-354(b)(3) that buildings not be more than one story taller than adjacent structures.
8. Consistency with the purpose of the Village Centre Overlay District: Approval of the 80' tower would be inconsistent with the stated purpose of the Village Centre Overlay District to preserve historic character and maintain a consistent visual image.
9. Visual Impact: The proposed 80' tower would be visible from multiple viewpoints in the adjacent historic district as shown in the applicant's provided exhibits disrupting the established historic streetscape.

Attachments

Plan Commission Staff Report and Exhibits 060226

Draft PC Minutes 060226

Proposed Plans

Proposed Elevations

Photosim

Applicant Letter

Applicant Letter 2

Other Stealth Solutions

Draft ACB Minutes 062326

Letters



Plan Commission - Regular

6. d.

Meeting Date: 06/02/2026

Topic: AT&T Wireless Communication Facility Conditional Use

From: Amy Bennett, Planner/Zoning Administrator

Department: Planning & Development Services

Date of Village Board 07/06/2026

Action (if required):

Subject:

Consideration of a recommendation to the Village Board of Trustees on the request of **DEREK B. MCGREW, CELLUSITE, LLC**, to obtain a Conditional Use Permit allowing for the installation of a new wireless communication facility located at **N89W16785 APPLETON AVENUE** in the C-2 Community Business Zoning District with the OVC Village Centre Overlay. The subject site is identified by Tax Key Number 11.229.

Background Information:

The subject property is located in the Village downtown and has a multi-tenant commercial building called the Menomonee Falls Professional Center with an adjacent parking lot. The proposed location for the lease area is adjacent to the former Fresh Thyme grocery store on the west side of the existing parking lot. See attached plans.

AT&T Wireless previously submitted an application for a wireless communications facility on this same property in 2022. That application was withdrawn by the applicant prior to final consideration.

A conditional use permit is required for a new telecommunication facility in all commercial zoning districts under Section 122-420.

Village Centre Project Review applies (Sec. 122-353): Applications which involve a modification to the physical configuration of a property such as grading, creating a new building, demolishing a building, or modifying the building area of an existing building, are subject to Village Centre project review by the zoning administrator, plan commission and the architectural control board.

State Statute 66.0404 mobile tower siting regulations apply. See attached.

Sec. 122-433(a)(4) Telecommunication facilities and antennas

j. Requirements.

1. Before a new tower site is requested, all the existing tower facilities shall be considered and evaluated. If an existing facility cannot be used, a justification report, citing the reasons it

cannot be used must be provided with the application as described in subsection (a)(4)(b)(2)).

2. All new antenna support structures shall be nonflammable mono-poles; which are defined as a smooth, tapered pole, without stepped sections or guy wires.

3. All new telecommunications towers shall be structurally and electrically designed to accommodate at least three separate antenna arrays, unless credible evidence is presented that said construction is economically and technologically unfeasible, or the village board determines that for reasons of aesthetics, or to comply with the standards of section 122-66, a telecommunications tower of such height to accommodate three antenna arrays is unwarranted. Multi-user telecommunications towers shall be designed to allow for future rearrangement of antennas and to accept antennas mounted at varying heights. Parking areas, access roads, and utility easements shall be shared by site users, at fair market rates as determined by customary industry standards, when in the determination of the village board this will minimize overall visual impact to the community.

4. If a telecommunication facility shall cease to be used for a period exceeding one year and a day, the owner or operator of said facility shall remove the facility upon the written request of the zoning administrator at no cost to the village within 60 days of said request.

5. The telecommunication facility shall not create any significant impact on the quality of the human environment pursuant to 47 C.F.R. § 1.1307, including potential impacts to historic or cultural resources listed, or eligible for listing, in the National Register of Historic Places.

6. Telecommunication support facilities (i.e. equipment rooms, utilities, equipment cabinets and equipment enclosures) shall be constructed out of nonreflective materials (visible exterior surfaces only) to all extent possible and, where possible, shall be sited below the ridge line or designed to minimize their impact.

7. The proposed antenna or antenna structure and/or towers shall not result in restriction or interference with air traffic or air travel to or from any existing or proposed airport.

8. There shall be a setback of sufficient radius around the antenna structure that its collapse will be contained on the property and not affect regularly occupied buildings on the subject site.

9. Telecommunication facilities shall ensure that sufficient anti-climbing measures have been incorporated into the facility to reduce potential for trespass and injury.

10. No form of advertising shall be allowed on the antenna, antenna structure, base, framework or other buildings or facilities associated with the use.

11. All cable to and from the antenna and/or antenna structure shall be installed underground unless the antenna is mounted on a building where cable will go directly into the structure.

12. The site and all structures shall have monthly maintenance and an annual investigation of structural stability.

13. Exhibits of the proposed tower structure design and design of the maintenance building and site shall be attached to the conditional use permit document.

14. Antennas shall be designed to blend with its supporting structure. The color selected shall be one that, in the opinion of the village board, will minimize the visibility of the antennas to the greatest extent feasible.

15. The exterior of all buildings shall be architecturally compatible and consistent with surrounding buildings and structures and constructed in accordance with the plan approved by the architectural control board and shall be neatly maintained at all times. Any deviation in color, material or architectural detail shall be returned to the architectural control board for reapproval.

16. The village shall have the authority to require reasonable special design (materials, architectural features and color) of the telecommunication facilities where findings of particular sensitivity are made (e.g. proximity to historic or aesthetically significant structures, views and/or community features).

17. Equipment buildings shall be located, designed and screened to reduce visual impacts to the extent feasible considering the technological requirements of the proposed personal wireless services and the need to be compatible with neighboring residences and the

character of the community.

18. The telecommunications facilities may not include offices, vehicle storage, or outdoor storage or broadcast studios; except for emergency purposes or other uses that are not needed to send or receive transmission as determined by the village.

19. There shall be adequate space on site to accommodate maintenance vehicles.

20. A site grading and stormwater drainage plan shall be reviewed and approved by the engineering and public works departments.

21. Areas not used for parking or drives shall be landscaped according to the plan approved by the architectural control board.

22. Parking lot and security lighting is to be installed and maintained in a manner that will avoid glare or excessive illumination spilling over on adjoining properties.

23. There shall be specific language in site leases, specifying how lease payments are determined, or providing arbitration in the event of a dispute over the amount of rent being charged for a co-location site.

24. Telecommunications companies that are parties to conditional use permits shall warrant the safety of the technology of the facilities and hold the village, its trustees, and employees harmless for any claims or losses to the village or its residents; including reasonable attorney fees arising from, or related to, the use of the facilities.

25. In the case of the village leasing space to a telecommunications company for telecommunications facilities, including the antenna or antenna structure, a separate lease agreement between the village and the telecommunication company shall be required.

26. The telecommunications company shall provide a bond, naming the village as beneficiary, in an amount sufficient to remove the antenna, antenna support structures, facility buildings, fences and driveways, and restore the site, as near as practicable, to its current condition.

27. Any other condition recommended by the plan commission and approved by the village board of trustees.

Sec. 122-66.(g)(4) Conditional Use Decision Making

Following the close of the public hearing, the village board shall act to approve the conditional use permit with conditions, modify and approve the conditional use permit with conditions, or deny the proposed conditional use permit, and state the reasons for its action on the record. The village board's decision shall be supported by substantial evidence.

a. In reviewing applications for conditional use permit approval, the village board shall determine whether there is substantial evidence that all requirements and conditions in subparagraph (e) below have been or will be met.

b. If granted, the conditional use permit shall:

1. Be in harmony with the comprehensive plan;
2. Comply with all applicable sections of the zoning code;
3. Comply with the purposes of the district in which the proposal is located;
4. Not be detrimental to existing development in the district because of its location, bulk, scale, design, or arrangement of buildings and open space;
5. Not create safety hazards in the proposed vehicular and pedestrian circulation pattern;
6. Not seriously degrade traffic levels of service without providing adequate mitigation measures;
7. Be compatible with adjacent properties and be in harmony with the surrounding neighborhood;
8. Not detract from, nor be inconsistent with, the purpose and intent of the district in which the use is located; nor shall it change, or significantly contribute to a change in the overall character and nature of the district in which the use is located;
9. Not be detrimental to the control of stormwater at its source and the minimization of runoff;
10. Not place excessive demands on village services or infrastructure;
11. Provide landscaping, including vegetation and trees, that are appropriate to the district and

enhance the public realm; and

12. Meet the standards contained in subsection (h) below.

In addition to the above, the village board may impose further requirements and conditions on the issuance of the conditional use permit, including conditions on the permit's duration, transfer, or renewal. However, all such requirements and conditions shall be reasonable, related to the purpose of this chapter, based on substantial evidence and, to the extent practicable, measurable.

c. If an applicant meets or agrees to meet all of the applicable requirements and conditions, the village board shall grant the conditional use permit.

Application Specifics:

The applicant has submitted a plan to install a 80-foot tall, 15-foot by 15-foot rectangular tower with a bank of antennas at 75 feet. The tower would be located within a 52-foot by 33-foot leased space enclosed by a 6-foot cedar (page A9) of fence. Within the enclosed space would be the ATT cabinet necessary for the proposed antenna equipment. Additional space would be available for other carriers who would lease space on the antenna. The leased space would eliminate 4 parking stalls and accessibility to an additional 7 parking stalls.

There is adequate parking remaining to serve the professional office building based on current uses and square footage. Setbacks for the proposed 80' tower include an 80' setback minimum from the adjacent RM-2 District (single-family permitted use). The applicant has also proposed a 12-wide access easement from the proposed lease space to the public alley at the southern property line.

Additional Information:

The proposed request was forwarded to Planning & Development, Police, Fire, and Public Works for review. The following comments were received:

1. The proposed location of the cell tower would be inconsistent with the Village's and the Downtown Business Improvement District's ongoing efforts of downtown economic development, revitalization, and historic preservation. The visual impact that the tower would have on the downtown would be significant as most surrounding buildings are one or two stories. Under Zoning Code Section 122-350(a), the Village Centre Overlay is intended to implement the urban design recommendations of the Village Centre Master Plan by preserving and enhancing the historical quality for the Village Centre, and by attaining consistent visually pleasing image for the Village Centre area.
2. The Village's downtown area has several buildings on the National Register and State Register of Historic Places. There are 23 buildings that contribute to the adjacent 6-acre Main Street Historic District designated in 1988.
3. There is an existing 1960 recorded parking easement that restricts the legally described area for "the sole and only purpose of a vehicular parking lot".
4. A monopole structure has not been proposed, a detail for an approximate 15' x15' stealth tower structure has been submitted.
5. The applicant has not demonstrated that less intrusive alternatives may exist outside the Village Centre overlay district and the proposed height is the lowest possible to meet service needs.
6. The application does not propose any landscaping or any other site improvements to enhance the public realm.
7. Stone landscape beds are prohibited, but they are found in several areas on the site. The property has very few trees. The parking lot is not in good shape – lots of weeds growing through cracks.

8. There are some rusty posts from old signs in the stone landscape bed on the south side of the parking area. Additional flag poles were installed in the landscape bed at the front of the building without permits.
9. The temporary real estate sign in the street yard appears to have been installed in 2016, which exceeds the allowed time frame. Sec. 73-13 identifies "temporary signs" as those being erected for "a limited period of time" but does not specify a time frame.
10. Discrepancy in proposed fencing description. Sheet A9 detail of the construction plans note cedar fence. Sheet SP2 of written description notes chain-link fencing with barbed wire.

Under Chapter 122, Article III, Division 5 of the Municipal Code -Village Centre Overlay District

11. The proposed 80' tower is incompatible with the Village Centre Overlay District that intends to preserve and enhance the historical quality of the Village Centre by attaining a consistent, visually pleasing image for the area. It is not compatible with adjacent properties and in harmony with the surrounding neighborhood.

12. The proposed 80' tower exceeds the prevailing building height by over 100% and is inconsistent with Section 122-354 Design Standards. In no instance shall buildings be more than one story taller or shorter than the height of a building of similar use on one of the immediately adjoining properties, which conform to the general design theme noted in subsection (a) of this section, as determined by the architectural control board. (See Figure 122-334.1). The maximum height in the C-2 district is 60'. An average two-story building is about 25' to 37'. The height difference would result in an 80' tower structure that is visually dominant and incompatible with the surrounding historic area.

Requested Action by Commission/Committee/Board:

Since the plans do not meet the requirements of the Zoning Code (122-433(a)(4) Telecommunication facilities and antennas and 122-354 Village Centre Overlay District Design Standards), staff recommends the Plan Commission recommend denial to the Village Board of the Conditional Use Permit allowing an 80' wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay based on the following substantial evidence:

Under Section 122-433(a)(4)j.:

1. The proposed 80' tower is not a monopole structure, but described as an approximate 15' x 15' "stealth structure".
2. The proposed 80' tower will have potential impacts to historic or cultural resources listed, or eligible for listing, on the National Register of Historic Places including height and design theme inconsistencies along with affecting the character of the historic downtown area.
3. The proposed 80' tower will not be architecturally compatible and consistent with surrounding buildings and structures as it would be substantially taller than surrounding one and two-story buildings and would be visually dominant in the Village Centre Overlay District.
4. Equipment buildings shall be located, designed and screened to reduce visual impacts to the extent feasible considering the technological requirements of the proposed personal wireless services and the need to be compatible with neighboring residences and the character of the community. No landscape screening or any other site improvements are proposed.

Under Section 122-354(a):

5. Existing context and scale:

The surrounding area consists primarily of one and two-story buildings ranging from about 15' to 37' in height consistent with the Village Centre Overlay District Sec. 122-354(a) design

theme.

6. Historic design theme:

The proposed 80' tower is not consistent with the historic architectural styles, forms or development patterns described in Sec.122-354(a) which notes small scale, one or two-story structures, traditional building materials and minimal exterior appurtenances.

7. Height relative to Village Centre Overlay District standard:

The proposed 80' tower exceeds the height of adjacent structures by more than two to three times and exceeds the code limit under Section 122-354(b)(3) that buildings not be more than one story taller than adjacent structures.

8. Consistency with the purpose of the Village Centre Overlay District:

Approval of the 80' tower would be inconsistent with the stated purpose of the Village Centre Overlay District to preserve historic character and maintain a consistent visual image.

9. Visual Impact:

The proposed 80' tower would be visible from multiple viewpoints in the adjacent historic district as shown in the applicant's provided exhibits disrupting the established historic streetscape.

The public hearing is scheduled for the July 6, 2026 Village Board meeting.

Location and Zoning Map

Land Use Map

Applicant Narrative

WI Stats 66.0404

Proposed Plans

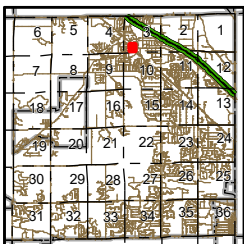
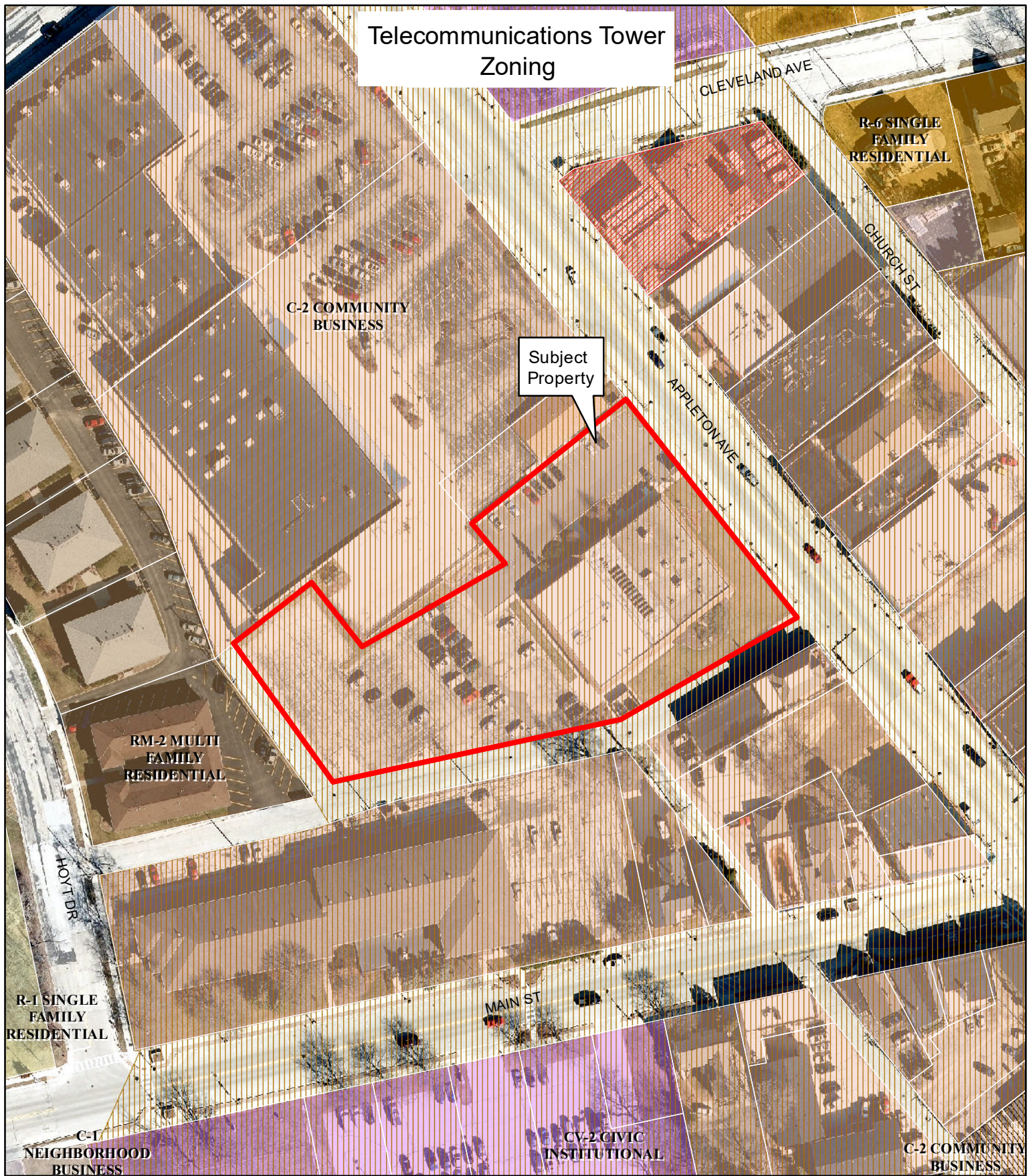
Parking Easement

Adjacent Building Elevation

Main Street Historic District Map

Line of Sight Map

Telecommunications Tower Zoning



Telecommunications Tower

N89W16785 Appleton Ave

1 inch = 104 feet

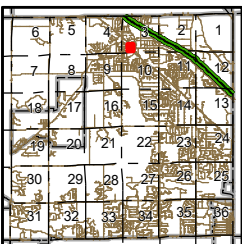


This map is intended for informational purposes only and does not replace the need for land or field survey. The Village of Menomonee Falls makes no representations regarding map accuracy or fitness for any use. This map does not represent an expressed or implied contract with the Village of Menomonee Falls. All parties must obtain the permission of the Village of Menomonee Falls before re-releasing this map or copies of the information displayed on or derived from it.

Map Accuracy: National Map Accuracy Standards
 Coordinate System: State Plane Coordinate System
 Datum: North American Datum, 1983

VILLAGE OF
Menomonee Falls

Telecommunications Tower Land Use Plan



Telecommunications Tower

N89W16785 Appleton Ave

1 inch = 104 feet



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Map Accuracy: National Map Accuracy Standards
 Coordinate System: Wisconsin State Plane Coordinate System
 Datum: North American Datum, 1983

VILLAGE OF
Menomonee Falls

COVER SHEET — CONDITIONAL USE PERMIT APPLICATION

WI2113 – Telecommunications Tower

Menomonee Falls, Wisconsin

1. State-Law Completeness Certification (Wis. Stat. § 66.0404)

This application **meets all completeness requirements** under **Wis. Stat. § 66.0404(2)(b)**.

The following items are included in full:

Required by State Statute

- **Site location and parcel identification**
- **Construction plan** including:
 - Support structure
 - Antennas
 - Radios
 - Base station
 - Power supplies
 - Cabling
 - Related equipment
- **Sworn statement** from a qualified professional confirming:
 - Collocation is not feasible
 - No existing structure of sufficient height exists within the search ring
- **Search ring justification** and engineering propagation maps
- **Project narrative** addressing statutory criteria
- **Photo simulations**
- **FCC compliance narrative**
- **Lease documentation and amendments**
- **Application form and fees**

VILLAGE OF MENOMONEE FALLS, WISCONSIN

DEPARTMENT OF COMMUNITY DEVELOPMENT

W156 N8480 Pilgrim Road

Menomonee Falls, WI 53051

PHONE: 262-532-4270 FAX: 262-532-4289

Website menomonee-falls.org Email cd@menomonee-falls.org



PETITION FOR CONDITIONAL USE

Name of Project: WI2113

Location: Attached
(Attach copy of legal description)

Street Address: N89 W16785 Appleton Ave

Proposed Use: Wireless Communications Facility

Zoning District: C-2 Village Centre

Tax Key: MNFV0011229

Description of Requested Conditional Use:

Generally - New Stealth Wireless Communications Facility in C-2 Community Business, Village
Centre overlay. Proposed facility meets all setback requirements. More information
attached within application.

Owner of Site: FPOC LLC

Address: N89W16785 Appleton Ave

City/State/Zip Menomonee Falls, WI 53051

Phone 262-250-7777 Fax _____

Email tim@timthebroker.com

Contact Person: Derek B McGrew

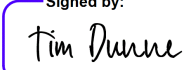
Company CelluSite, LLC on behalf of New Cingular Wireless PCS, LLC (d/b/a AT&T Wireless)

Address: 103 Wilshire Court

City/State/Zip Noblesville, IN 46062

Phone: 317-507-4541 Fax _____

Email derek@cellusite.net

Signature of
Property Owner:  Signed by: Tim Dunne Date: 1/12/2026
D692C3468D73436...

Additional Information Required

TYPE OF DEVELOPMENT OR USE

☒ Commercial

☐ Industrial

☐ Other: _____

Proposed Use: _____
Stealth Wireless Communications Facility _____

Employees:	<u>Current</u>	<u>After Expansion</u>
Number of Full Time Employees	_____	No change _____
Number of Part Time Employees	_____	No change _____
Number of Employees on Largest Shift	_____	No change _____
Hours of Operation:	<u>Current</u>	<u>After Expansion</u>
	_____	No change _____
Parking:	<u>Current</u>	<u>After Expansion</u>
Number of Parking Stalls Provided	99 _____	_____

☐ Multifamily

Number of Dwelling Units			
Efficiency	N/A _____	3 Bedroom	N/A _____
1 Bedroom	N/A _____	4 Bedroom	N/A _____
2 Bedroom	N/A _____	Other	N/A _____

PLEASE INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

1.

PLAN OF OPERATION: Attach detailed information to this application regarding the nature of the business proposed and an Operational Plan.
2.

PLANS: Submit **ONE** (1) set of large or full-scale scale drawings for review. **All** site and design plans including the landscape plan must be included. See page 3 of this application for additional details.
3.

ELECTRONIC COPY: Submit **ONE** (1) electronic copy of all paper submittals.
4.

IMPACT FEES: If you are building a new building or addition or changing the use on the property, you will likely be required to pay sewer, water and fire impact fees. Park fees would also be required if your project is residential.

USE THE CHECKLISTS BELOW TO ENSURE YOU HAVE SUBMITTED ALL REQUIRED MATERIALS AND INFORMATION WITH YOUR APPLICATION:

☐ **Plat of Survey showing location, boundaries, dimensions, elevations, uses and size of:**

- ☐ Subject Site.
- ☐ Structures. Existing and proposed.
- ☐ Easements/Streets/Public Ways. Existing and proposed.
- ☐ Parking. Off-street parking, loading areas and driveways.
- ☐ Setbacks. Existing and proposed street, side and rear yards as well as parking lot setbacks.
- ☐ Flood Plain. The mean or historic high water lines and/or established 100-year flood elevations within one-hundred (100) feet of the subject site.
- ☐ Wetlands. All wetlands within one-hundred (100) feet of the subject site.
- ☐ Other Structures. All structures within one-hundred (100) feet of subject parcel.

☐ **Site and building plans, drawn to scale, that show:**

- ☐ Elevations. Elevations of all sides of the proposed building(s).
- ☐ Pavement. Parking and paved areas.
- ☐ Parking. Parking stalls and aisle dimensions.
- ☐ Outside Storage. Location of any outside storage (including garbage dumpsters) and the proposed method of screening.
- ☐ Site Statistics. Tables or charts describing relevant site statistics, including but not limited to total project acreage, undevelopable land calculations, total greenspace, required and proposed parking, % of building coverage, maximum building heights, gross square footage and active floor area.
- ☐ Highway Access Restrictions.
- ☐ Grading. Existing and proposed grades, using one (1) foot contours.

☐ **Additional plans and details required:**

- ☐ Materials & Colors. Material and color samples.
- ☐ Building Perspectives. Various views of the building.
- ☐ Building Orientation. The orientation of the project to adjacent properties.
- ☐ Lighting. A lighting plan meeting the requirements of Vil. Ord. 122-651.
- ☐ Landscaping. The location, sizes and varieties of existing and proposed landscaping materials, including turf areas. The plan shall be drawn by a Wisconsin registered landscape professional. Grass areas, parking lot screening, screening from abutting residential properties, dumpster screening, etc. may be required with the application. See Vil. Ord. 122-731 through 122-735 for landscaping requirements.
- ☐ HVAC. Screening for roof-mounted or ground-mounted HVAC units.
- ☐ Dumpster Enclosure. Dumpster enclosure drawing, color/material samples, and location on site plan.
- ☐ Storm Water Management Plan. Storm water management practices to detain a one hundred (100) year event and discharge as a two (2) year event and satisfying the State of Wisconsin Department of Natural Resource (DNR) water quality requirements. Separate permit and fee obtained through the Village Engineering Department.
- ☐ Erosion Control. An erosion control plan that conforms to the practices described in the "Wisconsin Construction site Best Management Practice Handbook," available through the State of Wisconsin DNR. Separate permit and fee obtained through the Village Engineering Department.

Statement of Need and Narrative for Proposed Stealth Wireless Communications Facility

Location: N89 W16785 Appleton Ave

Applicant: Derek B. McGrew

Carrier: New Cingular Wireless PCS, LLC (d/b/a AT&T Wireless "AT&T")

Project Overview

This application proposes the construction of a new stealth wireless communications facility on the above-referenced property in Menomonee Falls, Wisconsin. The facility is designed to meet all applicable zoning and setback requirements as outlined in the Village of Menomonee Falls Zoning Code

The proposed structure will be a stealth installation, designed to blend with the surrounding environment and minimize visual impact on the community.

Statement of Need

The demand for reliable wireless service continues to grow rapidly, driven by increased mobile device usage, remote work, and the need for robust emergency communication infrastructure. This proposed facility will significantly enhance wireless coverage and capacity in the Menomonee Falls area, addressing current service gaps and preparing the network for future demand.

The proposed location was strategically selected based on radio frequency engineering analysis, which identified this site as optimal for improving coverage and network performance in the surrounding area. The facility will support enhanced voice, data, and emergency services for residents, businesses, and visitors.

Compliance with Zoning and Setback Requirements

The proposed facility has been carefully designed to comply with all applicable zoning regulations and setback requirements as defined in the Village of Menomonee Falls Code of Ordinances and Wisconsin State Code 64.0404.

The stealth design ensures minimal aesthetic disruption, and the site layout adheres to all required distances from property lines, structures, and public rights-of-way.

Historical Context

It is important to note that AT&T Wireless previously submitted an application for a wireless communications facility on this same property years ago. That application was voluntarily withdrawn prior to final consideration. Since that time, network demands have increased substantially, and the

current proposal reflects updated engineering assessments, community feedback, and a more discreet, stealth-based design approach.

Environmental

There is no documented floodplain or wetland within proximity to the proposed facility.

Plan of Operation

The proposed stealth wireless communications facility will operate as follows:

- **Hours of Operation:** The facility will operate 24 hours a day, 7 days a week, unmanned, and remotely monitored.
- **Maintenance:** Routine maintenance will be conducted as needed by authorized personnel. Maintenance visits will occur during normal business hours unless emergency repairs are required.
- **Access:** The site will be accessed via an existing access easement. All access to the facility itself will be restricted to authorized personnel only.
- **Security:** The facility will be enclosed by a secure, locked fence. All equipment will be housed in weatherproof, tamper-resistant enclosures.
- **Noise and Emissions:** The facility will generate minimal noise, limited to occasional HVAC operation for equipment cooling. The generator will be used only for power outages and for intermittent testing to ensure it remains functional. It will comply with all FCC regulations regarding radio frequency emissions.
- **Lighting:** No continuous lighting is proposed. Motion-activated security lighting may be installed for maintenance and emergency access, in compliance with local lighting ordinances, but that is within and below the fenceline.
- **Power and Utilities:** The facility will be connected to local utility services, including electrical power and, if necessary, fiber or other backhaul infrastructure.

Justification for New Cell Tower to Support FirstNet AT&T Wireless Coverage

Purpose:

The proposed cell tower is essential to extend FirstNet, the nationwide public safety broadband network operated by AT&T, into an area currently lacking adequate coverage. FirstNet is a federally mandated and state-supported initiative designed to provide reliable, prioritized, and secure wireless communication for first responders and public safety agencies.

Why a New Tower is Necessary

1. Coverage Gaps in the Community

Current wireless infrastructure does not provide sufficient signal strength or capacity to support FirstNet services in the target area. This results in:

- Dead zones where emergency personnel cannot communicate.
- Dropped calls or delayed data transmission during critical incidents and specifically when wireless traffic is the heaviest, such as the Memorial Fest, which occurs in this area of need.
- Inability to access real-time data, such as maps, medical records, or video feeds.

2. No Existing Structures for Co-location

A thorough search within the designated coverage area revealed no existing towers or structures of sufficient height that could support the necessary FirstNet equipment. As required by Wis. Stats. § 66.0404(2)(b)6, a sworn statement has been provided confirming that:

- Co-location is technically infeasible due to lack of suitable infrastructure.
- A new tower is the only viable solution to meet the coverage and capacity needs.

3. Support for State and Local Authorities

The new tower will enable:

- Priority and preemption access for police, fire, EMS, and other state agencies.
- Reliable communication during emergencies, natural disasters, and large public events.
- Interoperability between local, state, and federal responders.

4. Public Safety and Community Resilience

Enhanced FirstNet coverage will:

- Improve response times and coordination during emergencies.
- Support telemedicine, remote diagnostics, and mobile command centers.
- Strengthen the community's overall emergency preparedness.

Responses to Conditional Use Permit Criteria

1. Be in harmony with the comprehensive plan:
The proposed facility aligns with the Village's Comprehensive Plan by supporting critical infrastructure development, enhancing telecommunications services, and enabling smart growth through improved connectivity for residents, businesses, and emergency services.
2. Comply with all applicable sections of the zoning code:
The facility is designed to fully comply with Chapter 122 of the Village Code of Ordinances, including all setback, height, and design requirements applicable to wireless communications infrastructure.
3. Comply with the purposes of the district in which the proposal is located:
The stealth facility is consistent with the intent of the zoning district, which allows for essential public utilities and infrastructure that support the health, safety, and welfare of the community.
4. Not be detrimental to existing development in the district because of its location, bulk, scale, design, or arrangement of buildings and open space:
The stealth design minimizes visual impact and integrates with the surrounding environment. The facility's scale and placement have been carefully planned to avoid disruption to existing development.
5. Not create safety hazards in the proposed vehicular and pedestrian circulation pattern:
The facility will be unmanned and visited only occasionally for maintenance. It will not generate regular traffic or interfere with existing vehicular or pedestrian circulation patterns.
6. Not seriously degrade traffic levels of service without providing adequate mitigation measures:
The facility will not impact traffic levels, as it does not generate daily trips. Maintenance visits will be infrequent.
7. Be compatible with adjacent properties and be in harmony with the surrounding neighborhood:
The stealth design ensures compatibility with adjacent properties by minimizing visual and operational impacts. The facility will be screened and buffered as needed to maintain neighborhood character.
8. Not detract from, nor be inconsistent with, the purpose and intent of the district in which the use is located; nor shall it change, or significantly contribute to a change in the overall character and nature of the district in which the use is located:
The facility supports the district's infrastructure needs without altering its character. It is a

passive use that complements existing land uses and does not introduce incompatible activities.

9. Not be detrimental to the control of stormwater at its source and the minimization of runoff:

The facility will include appropriate stormwater management measures in compliance with Village engineering standards. The small footprint of the installation will have minimal to no impact on runoff

10. Not place excessive demands on village services or infrastructure:

The facility is self-contained and requires no water, sewer, or daily municipal services.

Electrical and data utilities will be connected to existing infrastructure with minimal demand.

11. Provide landscaping, including vegetation and trees, that are appropriate to the district and enhance the public realm:

Landscaping is not being proposed at this time, as the facility is in the middle of a parking lot.

Historically, landscaping doesn't survive in this environment. However, we are proposing an opaque fence to screen the facility from visibility, similarly to surrounding properties.

Applicant is willing to discuss other reasonable means of improving aesthetics.

12. Meet the standards contained in subsection (h):

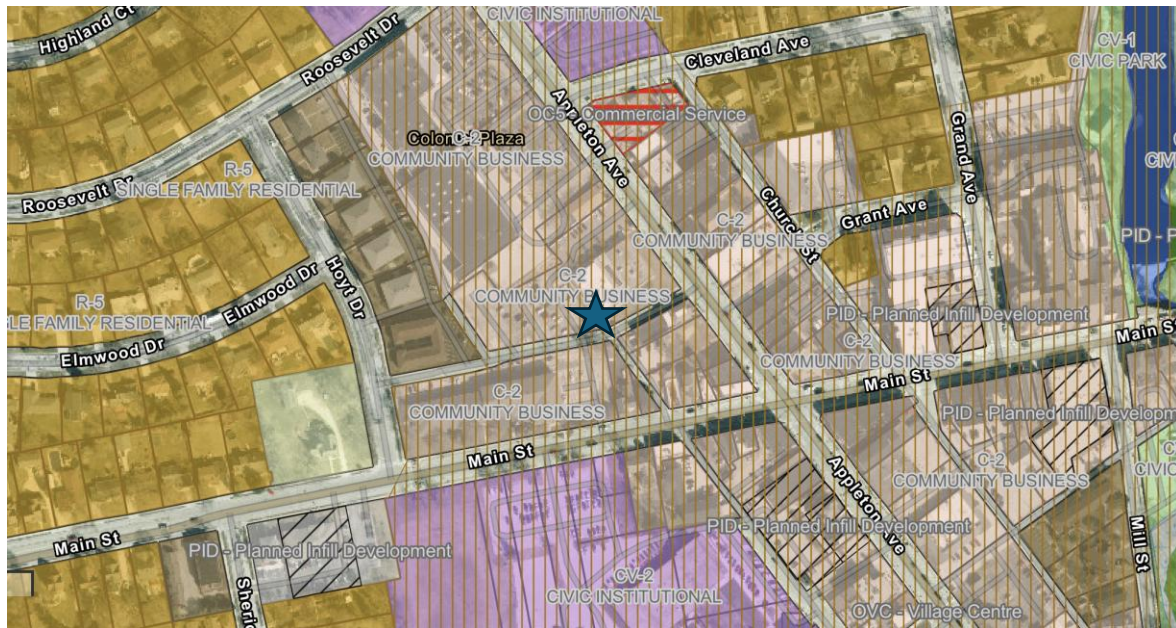
The facility will meet all applicable standards outlined in subsection (h) of the zoning code, including design, screening, and operational requirements. Specific compliance details can be provided upon request or during the formal review process.

Conclusion

This facility represents a critical infrastructure investment that will benefit the Menomonee Falls community by improving wireless service reliability, supporting public safety communications, and enabling future technological advancements. The applicant respectfully requests approval of this application and is committed to working closely with the Village to ensure the project aligns with community standards and expectations.

Maps

Zoning Map



Aerial Map

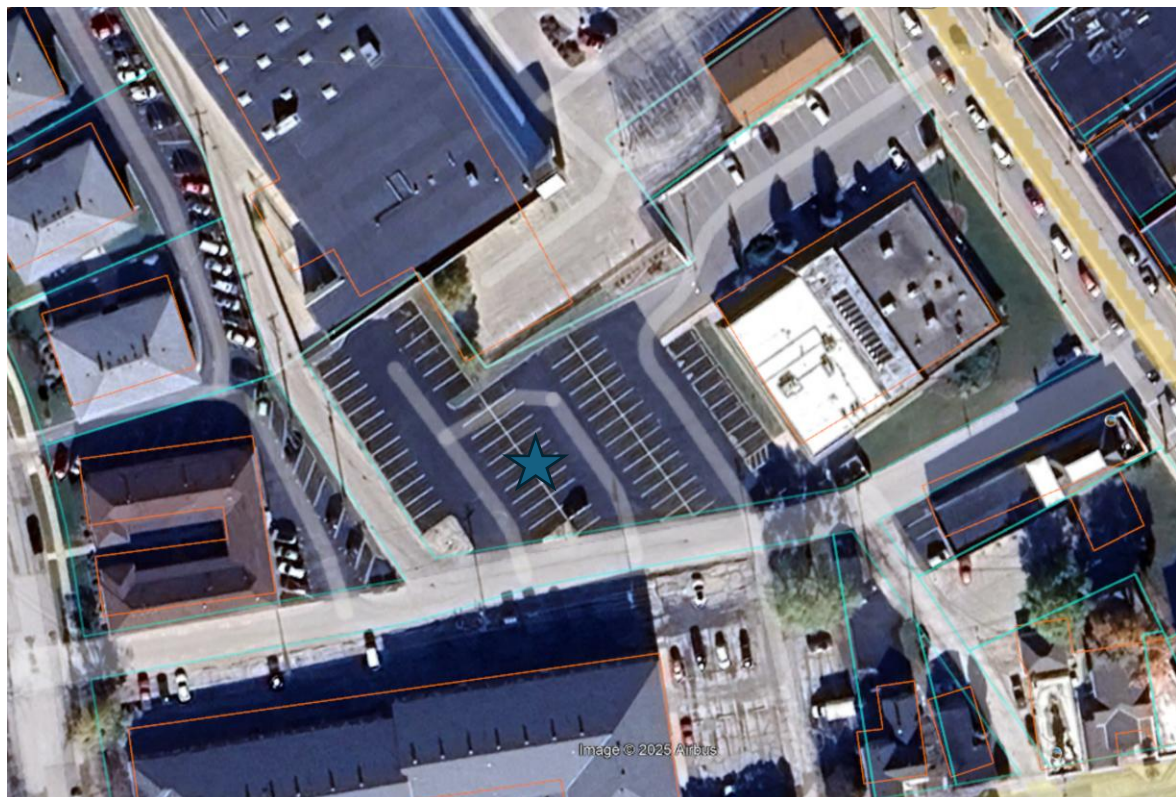


EXHIBIT "A"

(LEGAL DESCRIPTION)

Lot Three (3) of Block One (1) in Village of Menomonee Falls Assessor's Plat No. 1, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 in Section 3, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

Telecommunication facilities and antennas.

a. *Purpose and intent.* The purpose and intent of this paragraph is to strike a balance between the state and federal interest concerning the construction, modification and siting of telecommunication towers and antennas for use in providing personal wireless services, and the interest of the village in regulating local zoning. This paragraph is intended to regulate wireless telecommunication facilities and antennas to the full extent allowed by Wis. Stats. § 66.0404 and other applicable laws. Nothing herein is intended to regulate or authorize the regulation of a wireless telecommunication facility or antenna in a manner that is preempted or prohibited by Wis. Stats. § 66.0404 and other applicable laws. The goals of this paragraph are to protect residential areas and land uses from the potential adverse impacts of towers and antennas; minimize the total number of towers throughout the community; encourage the joint use of new and existing tower sites as a primary siting option rather than construction of additional single-use towers; minimize the visual impact of towers and antennas; and avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures. It is also the intent of this section to provide a public forum to insure a balance between public concerns and private interests in establishing commercial telecommunication and related facilities.

b. *Additional requirements.* In addition to the requirements of [section 122-66](#), the following additional information must accompany an application proposing the construction, or substantial modification, of a new telecommunication facility:

1. A construction plan, meeting the provisions of Wis. Stats. § 66.0404(2)(b)5, which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.

*** Included within the application package.**

2. An explanation, meeting the provisions of Wis. Stats. § 66.0404(2)(b)6, stating why the applicant chose the proposed location, and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider. The intention of the alternatives analysis is to present alternative strategies which would minimize the number, size and adverse environmental impacts, including aesthetics, of facilities necessary to provide the needed services to the village and surrounding areas. The analysis shall address the potential for co-location at an existing or a new site and the potential to locate facilities as close as possible to the intended service area. It shall also explain the rationale for selection of the proposed site in view of the relative merits of any of the feasible

alternatives. Approval of the project is subject to the village board making a finding that the proposed site results in fewer or less severe environmental impacts, including aesthetics, than any feasible alternative site. The village may require independent verification by a qualified engineer of this analysis at the applicant's expense.

* 1. Explanation of Site Selection

The proposed location was selected after a comprehensive analysis of the service coverage needs within the designated search ring. The primary objective was to enhance mobile service functionality, coverage, and capacity in this underserved area.

2. Collocation Analysis

In accordance with Wis. Stats. § 66.0404(2)(b)6, the applicant conducted a thorough review of all existing structures within the search ring to determine the feasibility of collocation. This analysis included:

- Reviewing municipal and private tower registries.
- Conducting a physical and GIS-based survey of the area.
- Consulting with property owners and tower operators.

Findings:

- There are no existing structures of sufficient height within the search ring that could support the proposed mobile service equipment.
- No existing towers or buildings meet the structural, locational, or elevation requirements necessary to achieve the desired service objectives.
- Therefore, collocation is not feasible due to the complete absence of suitable structures.

3. Sworn Statement

I, Erik Nelson, being duly sworn, state as follows:

- I am the Lead Real Estate and Construction Manager for New Cingular Wireless PCS, LLC, and I am responsible for the placement of mobile service support structures.
 - I have reviewed the search ring and confirm that collocation within the search ring would not result in the same mobile service functionality, coverage, and capacity as the proposed new structure.

- The absence of existing structures of sufficient height renders collocation technically infeasible.
- This statement is made in compliance with Wis. Stats. § 66.0404(2)(b)6.

Signed by:

Erik Nelson

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Signature:

Name: Erik Nelson

Title: Lead Real Estate and Construction Manager

Date:

c. *Fee.* In addition to the fee established in [chapter 42](#) of this Code, costs incurred by the village in obtaining legal, planning, engineering and other technical and professional advice in connection with the review of the conditional use and preparation of the conditions to be imposed shall be charged to the petitioner. Such fees shall not exceed the limits established by Wis. Stats. § 66.0404(4)(d).

d. *Determination of completeness.* Village staff shall review the application and determine whether the application is complete within ten days of submittal, per Wis. Stats. § 66.0404(2)(c). If the application includes all the required information, the application shall be found to be complete. If the application is incomplete, village staff shall notify the applicant in writing within ten days of receiving the application, and such notice shall specify in detail the required information that was incomplete. Applicants are allowed to resubmit their applications as often as necessary until the application is complete

e. *Action.* Per Wis. Stats. § 66.0404(2)(d), within 90 days of its receipt of a complete application, unless the applicant and the village agree in writing to an extension, the village shall complete all of the following or the applicant may consider the application approved:

1. Review the application to determine whether it complies with all applicable aspects of the village's zoning and building codes.
2. Make a final decision whether to approve or disapprove the application.
3. Notify the applicant, in writing, of its final decision
4. If the decision is to disapprove the application, the village shall provide substantial evidence which supports the decision.

f. *Potential denial.* The village may disapprove an application, per Wis. Stats. § 66.0404(2)(e), if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement required in subparagraph (b)(2) above.

g. *Appeal.* Per Wis. Stats. § 66.0404(2)(f), a party who is aggrieved by the final decision of the village may bring an action in the county circuit court.

h. *Conditional use permit.* When noted as requiring a conditional use permit (CUP) in figure 122-420.1, table of principal uses, all telecommunication facilities must obtain a conditional use permit per [section 122-66](#) prior to the village accepting applications for building or occupancy permits.

1. All telecommunication facilities located in a FF floodfringe district shall comply with [section 122-942](#).

i. *Location.* All new telecommunication facilities shall be located so as to minimize their visibility and the number of tower sites. To this end, a good faith effort in achieving co-location shall be required of the requestor and host entity, subject to existing co-location contracts; and all of the following measures shall be implemented for telecommunication facilities:

1. No telecommunications tower shall be installed closer than one-quarter mile from another telecommunications tower, measured from the base of the telecommunications tower to the base of the proposed tower, unless credible evidence to a reasonable degree of certainty acceptable to the zoning administrator is submitted showing a clear need for said new tower and the infeasibility of co-locating it on an existing site. For the purposes of this requirement, exempt telecommunications facilities unavailable for co-location shall not be included in the one-quarter mile computation;

* There are no wireless communications facilities within greater than 1/4 mile.

2. No telecommunications tower shall be installed on a parcel or lot unless the applicant demonstrates that no tower in the area that the applicant's equipment could be located on is of sufficient height to meet applicant's requirements, and any deficiency in height cannot be remedied at a reasonable cost; or the existing tower is not of sufficient strength to support applicant's equipment and the deficiency in structural strength cannot be remedied at a reasonable cost; or the applicant's equipment would cause electromagnetic interference with equipment on the existing telecommunications tower(s) within the area in which the applicant's equipment must be located, or the equipment on the existing telecommunications tower(s) would cause interference with the applicant's equipment and the interference, from whatever source, cannot be eliminated at a reasonable cost; or the fees, costs or contractual provisions required by the owner in order to co-locate on an existing communication tower are unreasonable relative to industry norms; or the applicant demonstrates that there are other factors that render existing communication towers unsuitable or unavailable and establishes that the public interest is best served by the placement or construction of a new telecommunications tower.

* There are no wireless communications facilities within greater than 1/4 mile.

3. Telecommunications towers, guy wires, appurtenant equipment and buildings shall comply with the yard and set back requirements of the zoning district in which they are located and, in addition thereto, all telecommunications towers shall be set back a distance equal to or greater than the height of the tower from a zoning district that permits a single-family residential use.

* The tower and facility meets or exceeds all setback requirements.

j. *Requirements.*

1. Before a new tower site is requested, all the existing tower facilities shall be considered and evaluated. If an existing facility cannot be used, a justification report, citing the reasons it cannot be used must be provided with the application as described in subsection (a)(4)(b)(2)).

* There are no structures to consider in the area. The nearest structure is a water tank located at 43.18639, -88.13111, which is only 3/4 mile from an existing AT&T Wireless installation to the West of that water tank. To install on this water tank would accomplish very little, it would be mostly duplicating the same coverage as it already existing at the tower located at 43.18603, -88.14594. The purpose of this proposed installation is to provide wireless coverage to the downtown area at or near the intersection of Main and Appleton.

2. All new antenna support structures shall be nonflammable mono-poles; which are defined as a smooth, tapered pole, without stepped sections or guy wires.

* The proposed facility is a stealth facility, as generated from multiple meetings with the Village of Menomonee Falls staff

3. All new telecommunications towers shall be structurally and electrically designed to accommodate at least three separate antenna arrays, unless credible evidence is presented that said construction is economically and technologically unfeasible, or the village board determines that for reasons of aesthetics, or to comply with the standards of [section 122-66](#), a telecommunications tower of such height to accommodate three antenna arrays is unwarranted. Multi-user telecommunications towers shall be designed to allow for future rearrangement of antennas and to accept antennas mounted at varying heights. Parking areas, access roads, and utility easements shall be shared by site users, at fair market rates as determined by customary industry standards, when in the determination of the village board this will minimize overall visual impact to the community.

* The facility is designed for future collocations. However, as requested by Village Staff and the State of Wisconsin Historical Society, the height has been reduced in order to minimize the visual impact.

4. If a telecommunication facility shall cease to be used for a period exceeding one year and a day, the owner or operator of said facility shall remove the facility upon the written request of the zoning administrator at no cost to the village within 60 days of said request.

5. The telecommunication facility shall not create any significant impact on the quality of the human environment pursuant to 47 C.F.R. § 1.1307, including potential impacts to historic or cultural resources listed, or eligible for listing, in the National Register of Historic Places.

* Acknowledged and agreed.

6. Telecommunication support facilities (i.e. equipment rooms, utilities, equipment cabinets and equipment enclosures) shall be constructed out of nonreflective materials (visible exterior surfaces only) to all extent possible and, where possible, shall be sited below the ridge line or designed to minimize their impact.

* Acknowledged and agreed.

7. The proposed antenna or antenna structure and/or towers shall not result in restriction or interference with air traffic or air travel to or from any existing or proposed airport.

8. There shall be a setback of sufficient radius around the antenna structure that its collapse will be contained on the property and not affect regularly occupied buildings on the subject site.

* Acknowledged and Proposed as required.

9. Telecommunication facilities shall ensure that sufficient anti-climbing measures have been incorporated into the facility to reduce potential for trespass and injury.

* Acknowledged and agreed.

10. No form of advertising shall be allowed on the antenna, antenna structure, base, framework or other buildings or facilities associated with the use.

* Acknowledged and agreed, aside from any requirements from the FCC.

11. All cable to and from the antenna and/or antenna structure shall be installed underground unless the antenna is mounted on a building where cable will go directly into the structure.

* The transmission lines will not be visible from outside of the facility.

12. The site and all structures shall have monthly maintenance and an annual investigation of structural stability.

* Acknowledged and agreed.

13. Exhibits of the proposed tower structure design and design of the maintenance building and site shall be attached to the conditional use permit document.

* Acknowledged and agreed.

14. Antennas shall be designed to blend with its supporting structure. The color selected shall be one that in the opinion of the village board will minimize the visibility of the antennas to the greatest extent feasible.

* The proposed stealth facility accomplishes this requirement to the maximum extent feasible.

15. The exterior of all buildings shall be architecturally compatible and consistent with surrounding buildings and structures and constructed in accordance with the plan approved by the architectural control board and shall be neatly maintained at all times. Any deviation in color, material or architectural detail shall be returned to the architectural control board for reapproval.

* Acknowledged and agreed.

16. The village shall have the authority to require reasonable special design (materials, architectural features and color) of the telecommunication facilities where findings of particular sensitivity are made (e.g. proximity to historic or aesthetically significant structures, views and/or community features).

* Acknowledged and agreed. We have had multiple meetings with Village Staff prior to proposing this facility.

17. Equipment buildings shall be located, designed and screened to reduce visual impacts to the extent feasible considering the technological requirements of the proposed personal wireless services and the need to be compatible with neighboring residences and the character of the community.

* The proposed stealth facility accomplishes this requirement to the maximum extent feasible.

18. The telecommunications facilities may not include offices, vehicle storage, or outdoor storage or broadcast studios; except for emergency purposes or other uses that are not needed to send or receive transmission as determined by the village.

* Acknowledged and agreed.

19. There shall be adequate space on site to accommodate maintenance vehicles.

* Acknowledged and agreed.

20. A site grading and stormwater drainage plan shall be reviewed and approved by the engineering and public works departments.

* Acknowledged and agreed – as a condition of the conditional use permit approval.

21. Areas not used for parking or drives shall be landscaped according to the plan approved by the architectural control board.

* Acknowledged and agreed.

22. Parking lot and security lighting is to be installed and maintained in a manner that will avoid glare or excessive illumination spilling over on adjoining properties.

* Acknowledged and agreed.

23. There shall be specific language in site leases, specifying how lease payments are determined, or providing arbitration in the event of a dispute over the amount of rent being charged for a co-location site.

* Acknowledged and agreed.

24. Telecommunications companies that are parties to conditional use permits shall warrant the safety of the technology of the facilities and hold the village, its trustees, and employees harmless for any claims or losses to the village or its residents; including reasonable attorney fees arising from, or related to, the use of the facilities.

* Acknowledged and agreed.

25. In the case of the village leasing space to a telecommunications company for telecommunications facilities, including the antenna or antenna structure, a separate lease agreement between the village and the telecommunication company shall be required.

* Not applicable.

26. The telecommunications company shall provide a bond, naming the village as beneficiary, in an amount sufficient to remove the antenna, antenna support structures, facility buildings, fences and driveways, and restore the site, as near as practicable, to its current condition.

* Acknowledged and agreed as per WI 64.0404 and as a condition of Conditional Use Permit approval.

27. Any other condition recommended by the plan commission and approved by the village board of trustees.

* Acknowledged and agreed.



May 12, 2025

Zoning & Planning
Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051-3140

RE: AT&T Site WI2113 proposed telecommunications tower at N89W16785 APPLETON AVENUE

To Whom It May Concern,

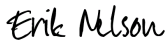
Please accept this qualifying statement attesting to the necessity for a new tower placement on the property located at N89W16785 APPLETON AVENUE. AT&T and its agent, MasTec Network Solutions, respectfully request the approval of our Zoning & Permitting application for approval to construct a new telecommunications tower. AT&T's Radio Frequency Engineers, after careful and thorough analysis, have determined that AT&T must deploy our antennas at a height of 75 feet for our cellular network to provide sufficient coverage for AT&T's customers. There are no other suitable towers or structures within the area that would meet this criterion.

Please consider these important facts in further support of our application materials:

- ***Public safety will be enhanced through the ability of AT&T to provide a robust and adequately designed wireless network for its customers to reliably place 9-1-1 calls to first responders.***
- ***More than 50% of households in the United States no longer utilize a landline and rely solely on a wireless mobile device as their primary means of communication. An enhanced wireless network in this area will provide the public with improved access to the community, both local and global.***
- ***With skyrocketing demand for wireless services and accelerated broadband speeds, this new tower will enable AT&T, as well future co-locators on the tower, to meet this demand and provide a state-of-the-art cellular network to the residents and businesses in your community who are demanding more and more of their mobile devices.***

Thank you for your consideration.

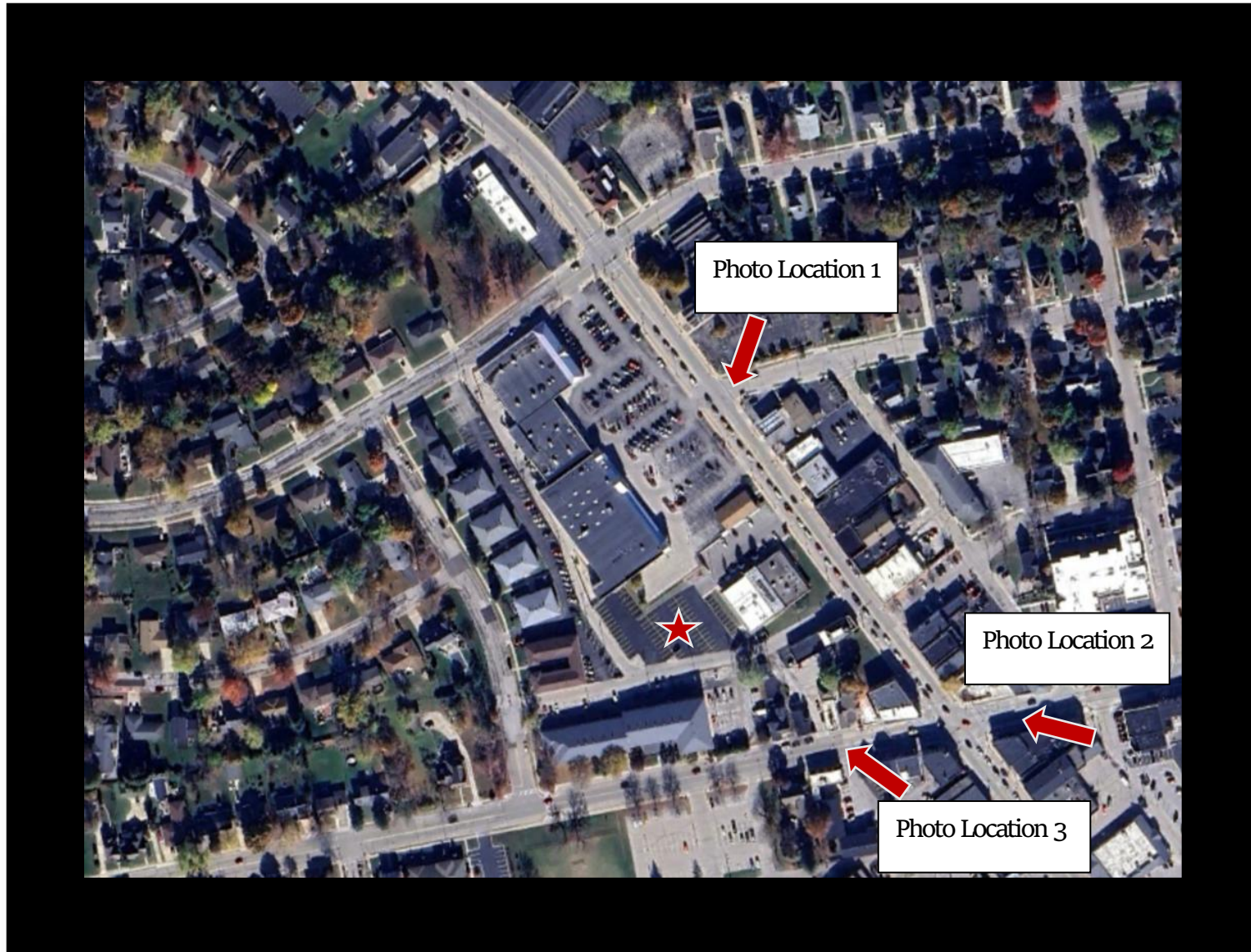
Respectfully submitted,

DocuSigned by:

E108B42428FC4DB...

Erik Nelson
LEAD: Real Estate & Construction Manager
AT&T Mobility

Menomonee Falls
WI2113 Photo-simulations

Photo-Simulation Photo Location



AT&T Wireless Proposed Stealth Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #1 Before



AT&T Wireless Proposed Stealth Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #1 After



AT&T Wireless Proposed Stealth Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #2 Before



AT&T Wireless Proposed Stealth Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #2 After



AT&T Wireless Proposed Stealth Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #3 Before



AT&T Wireless Proposed Stealth Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #3 After



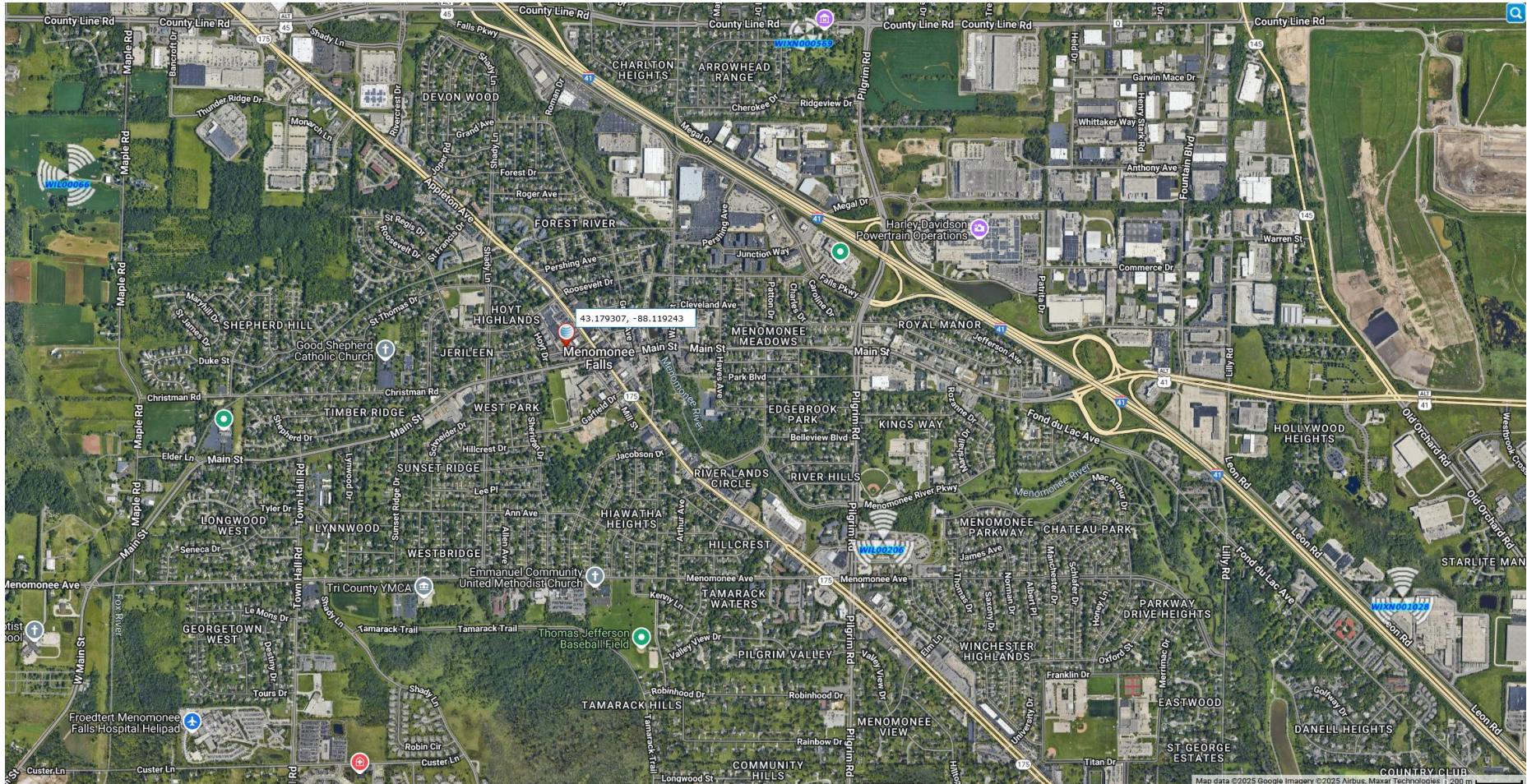
AT&T Wireless Proposed Stealth Wireless Communications Facility



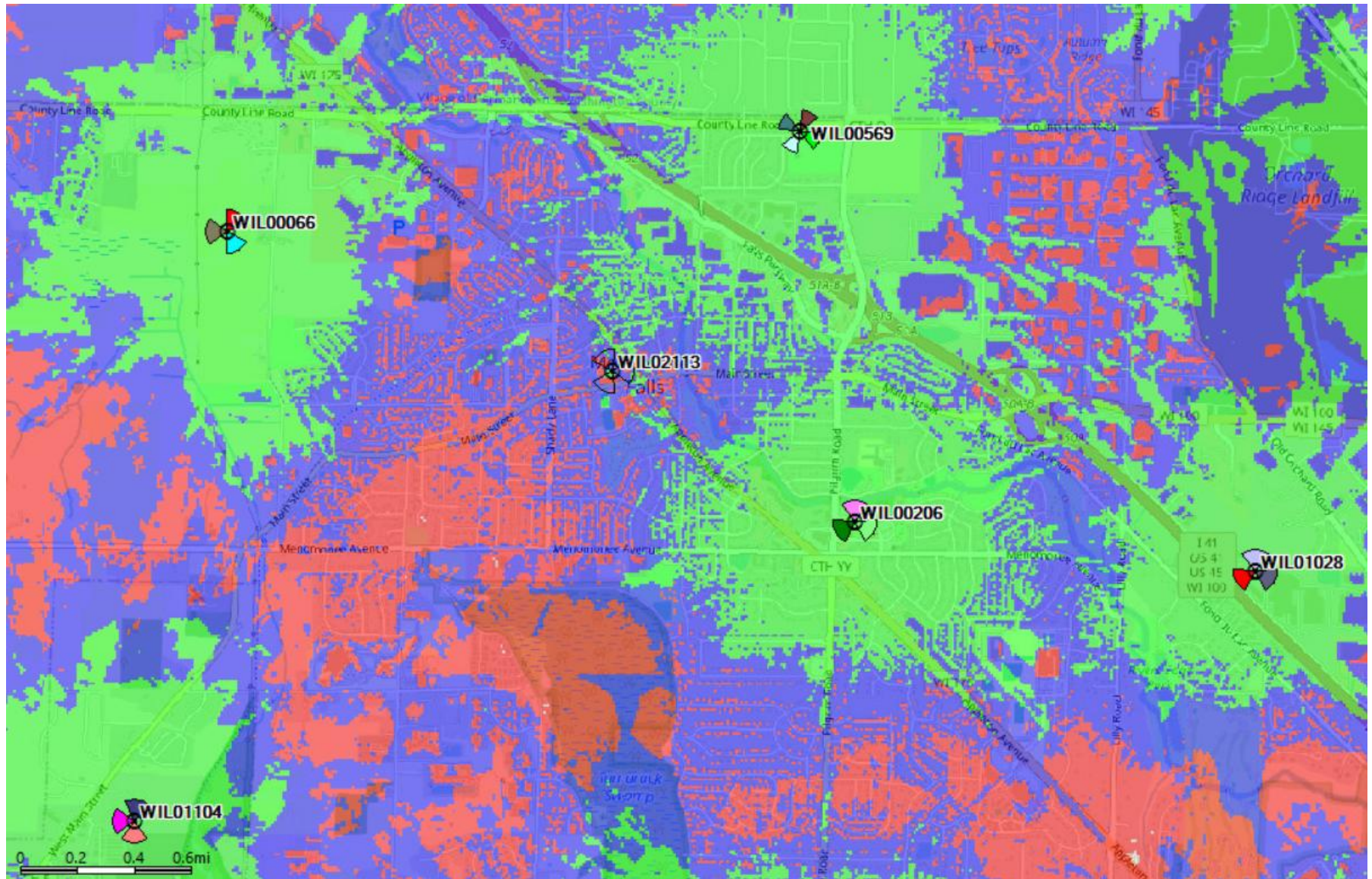
Propagation Plots for WIL02113

Aerial View of Surrounding Area - WIL02113

Lat/long (43.179307,-88.119243)



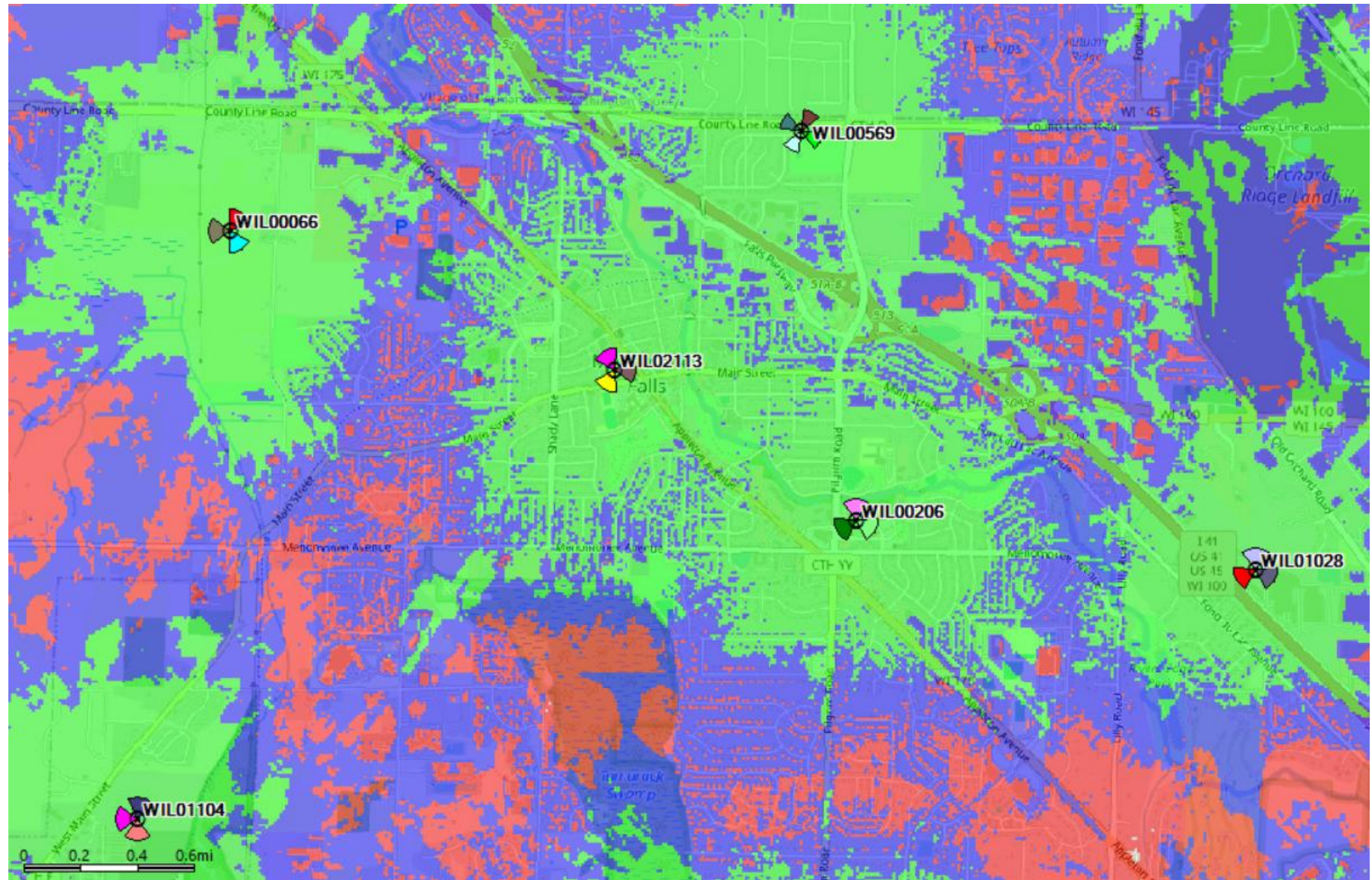
Existing coverage without WIL02113



- Best RSRP (RS-EPRE) Level (dBm) ≥ -90
- Best RSRP (RS-EPRE) Level (dBm) ≥ -100
- Best RSRP (RS-EPRE) Level (dBm) ≥ -113



Coverage with WIL02113 – 75 ft. rad

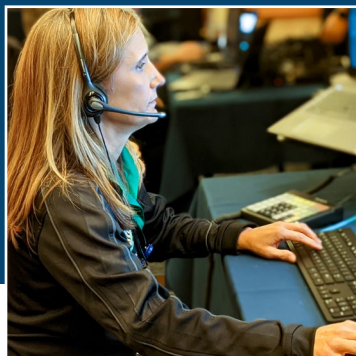


- Best RSRP (RS EPRE) Level (dBm) ≥ -90
- Best RSRP (RS EPRE) Level (dBm) ≥ -100
- Best RSRP (RS EPRE) Level (dBm) ≥ -113



Top 10

Frequently Asked Questions



1. What is the First Responder Network Authority?

The First Responder Network Authority (FirstNet Authority) is an independent authority established by Congress to deliver a nationwide broadband network dedicated to public safety. The network is strengthening public safety users' communications capabilities, enabling them to respond more quickly and effectively to accidents, disasters, and emergencies.

The FirstNet Authority is led by a board of leaders and executives from the public safety community; federal, state, and local governments; and the technology, finance, and wireless sectors. FirstNet Authority staff have expertise in public safety, telecommunications, customer service, technology, procurement, and other areas needed to ensure the development and continued improvement of the network. The FirstNet Authority is headquartered in Reston, Virginia, and has a technology center and lab in Boulder, Colorado.

2. What led to the creation of the First Responder Network Authority?

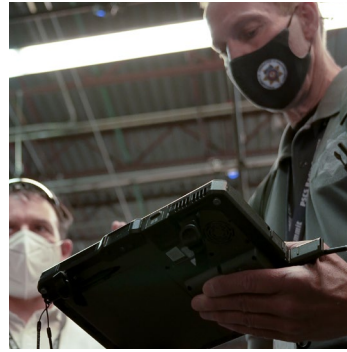
The 9/11 terrorist attacks brought to the forefront the many communications challenges that first responders face during emergencies and disasters. These issues were captured in the *9/11 Commission Report*, which identified gaps in emergency communications and recommended a nationwide network for law enforcement, fire, and emergency medical personnel communications. The public safety community united to fulfill the 9/11 Commission's recommendation, advocating before Congress for a dedicated, reliable wireless network for first responders. Their efforts led to the passage of legislation in 2012 to create a federal agency to deploy a nationwide public safety broadband network in all U.S. states, the District of Columbia, and all U.S. territories, including rural communities and tribal nations.

3. How has public safety been involved in the vision for the FirstNet network?

The FirstNet Authority has worked closely with public safety officials since the network's inception to ensure it meets first responders' needs — today and in the future. The agency engages with first responders and state public safety and technology executives in the 50 states, 5 territories, and District of Columbia, as well as local/municipal, tribal, and federal public safety leaders. The FirstNet Authority also coordinates with public safety through the Public Safety Advisory Committee (PSAC), which provides guidance and subject matter expertise from a first responder perspective, as well as through direct engagements with public safety associations and organizations nationwide.

4. How was AT&T selected to build, operate, and maintain the FirstNet network?

The FirstNet Authority awarded the 25-year network contract to AT&T in 2017 following a fair, competitive procurement process. The procurement process followed the Federal Acquisition Regulation (FAR) and was open to all entities. The evaluation of proposals assessed the offerors' ability to submit a cost-effective and innovative model, and to meet or exceed the 16 objectives and evaluation factors outlined in the FirstNet Request for Proposal. AT&T was selected on a best-value award that considered financial sustainability and was based on more than just a technically acceptable solution at the lowest cost.



5. Why is the network being built and operated through a public-private partnership?

The public-private partnership brings together the best of the private sector, including commercial best practices, infrastructure, and resources, and the best of the public sector, including oversight, governance, and public safety expertise. The partnership between the FirstNet Authority and AT&T makes efficient use of resources, infrastructure, and incentives, supporting significant cost savings in the deployment and maintenance of the network.

If the federal government were to build, maintain, and operate this network, the estimated cost would be tens of billions of dollars over 25 years. The Government Accountability Office estimated it could cost up to \$47 billion over 10 years to construct and operate the network. In December 2023, the FirstNet Authority announced the initial 5-year buildout of the network was completed on time and on budget.

To support this public-private partnership model, Congress used the sale of communications airwaves (or spectrum) to fund FirstNet's initial operations and help start network deployment. No taxpayer funds were used to support the network. Further, the public-private partnership ensures FirstNet Authority and AT&T do not need any additional federal funding to build and operate the network — it is fully funded and self-sustaining. In return, America's first responders get services far above and beyond what they previously had over a first-class broadband network dedicated to their communications needs.

6. What are the key terms of this public-private partnership?

The key terms of the partnership include the following:

- **20 MHz of federally owned spectrum and \$6.5 billion in initial funding** to the partnership; in return AT&T will deploy and operate a nationwide high-speed broadband network for public safety over 25 years.
- **AT&T will invest about \$40 billion** over the life of the contract to build, operate, deploy, and maintain the network, and, together with the FirstNet Authority, will ensure the network evolves with the needs of public safety.
- **AT&T can use FirstNet's spectrum when it is not being used by public safety** for other commercial purposes. The company will prioritize first responders over any other commercial users.
- **The FirstNet Authority oversees the network contract** to ensure it delivers innovation, technology, and customer care to public safety.

7. What makes FirstNet different from other networks? How does the network benefit responders?

FirstNet improves communications, response times, and outcomes for first responders from coast-to-coast, in rural and urban areas, inland and on borders, leading to safer, more secure communities. The network delivers specialized features — such as priority access, preemption, greater network capacity, and a resilient, hardened connection — that help ensure first responders can communicate in any emergency, regardless of commercial network congestion.

The network also supports extensive device and apps ecosystems that connect first responders to innovative, life-saving technologies. Improved location-based services, including Z-axis capabilities, help with mapping and tracking resources and personnel during emergencies. FirstNet Push-to-Talk is built on mission critical standards and supports mission critical voice communications, data/messaging, video, and location services. AT&T maintains a fleet of dedicated deployables that boost coverage in the aftermath of disasters, during large planned events or incidents, and in remote areas. These mobile cell sites are available to FirstNet subscribers 24/7 at no extra cost.

Additionally, network technology is tested and validated through the Boulder FirstNet Lab to ensure first responders have the proven tools they need in disasters and emergencies. Furthermore, the FirstNet Authority oversees the FirstNet contract, working to ensure that AT&T delivers on the terms of the contract. This function is unique to FirstNet; no other network gives public safety the same level of assurances and government oversight.



8. What's happening with FirstNet now?

FirstNet has made major advances since the public-private partnership was announced in 2017. Efforts include:

Expanding the network beyond initial buildout of Band 14 spectrum: Following the approval of State Plans in 2017, AT&T deployed Band 14 capacity and coverage throughout the nation. As of 2023, FirstNet's coverage footprint has grown to more than 2.91 million square miles nationwide, covering more than 99% of the American population. In 2023, the FirstNet Authority verified and validated that the initial five-year Band 14 Radio Access Network buildout was complete and 100% of contract milestones and state commitments were complete and delivered by AT&T. The FirstNet Authority will continue to work with public safety to determine where coverage enhancements are needed to support public safety's mission.

Driving public safety innovation: FirstNet is unlocking a new technology marketplace for public safety. The FirstNet App Catalog is growing with FirstNet-approved mobile apps that are optimized for public safety use over the network. The FirstNet device ecosystem supports a variety of devices that can operate on the network and take advantage of FirstNet's public safety-focused features, such as priority and preemption. The device ecosystem is extensive and includes everything from smartphones to Wi-Fi hotspots and wearable devices.

Securing emergency communications: FirstNet's first-of-its-kind core infrastructure gives first responders the dedicated, highly secure, non-commercial network they deserve. The FirstNet Core, delivered in March 2018, provides encryption of public safety data over FirstNet and end-to-end cybersecurity. FirstNet subscribers also have access to a dedicated Security Operations Center, offering 24/7/365 support.

Creating a differentiated broadband communications experience for public safety: The FirstNet Authority developed a Roadmap to advance and evolve FirstNet beyond the base contractual commitments and to create opportunities for public safety to shape the future of their network. The Roadmap provides a view of emergency responders' critical communications needs and technology trends for mobile broadband communications. The FirstNet Authority uses the Roadmap to prioritize its programs, activities, and investments.

Engaging with public safety: The FirstNet Authority engages with public safety in the states, territories, federal agencies, and tribal nations to understand their trends, drivers, and priorities and collaborate with them to realize the operational benefits of FirstNet's differentiated broadband communications experience. Input gathered from public safety on their critical communications needs is continuously incorporated into the FirstNet Authority's Roadmap to help guide the growth, evolution, and advancement of FirstNet.

9. How will the network continue to evolve?

The FirstNet Authority has a legislative mandate to invest funds back into the network. This enables the FirstNet Authority to continuously upgrade the network to address public safety factors and network considerations. To date, the FirstNet Authority has delivered investments to upgrade the FirstNet Core for initial 5G technologies, expand the dedicated fleet of deployable assets, and improve in-building coverage for primary FirstNet subscribers.

The FirstNet Authority will continue to engage with public safety to capture their needs and guide resources to advance the network. In the coming years, we will lead the evolution of FirstNet to a full 5G capable network, continue enhancing network coverage, and explore other innovation opportunities for public safety.

10. How can I learn more?

Stay up to date on FirstNet Authority activities and the evolution of FirstNet at FirstNet.gov. Follow us on LinkedIn, Facebook, X, Instagram, and YouTube (@FirstNetGov).

MARKET: IL/WI
CELL SITE NUMBER: WI2113
SITE NAME: Appleton Ave
FIXED ASSET NUMBER: 15515908

OPTION AND LAND LICENSE AGREEMENT

This Option Agreement (this "Option Agreement") made this 24th day of MARCH, 2022, (the "Option Date") between FPOC LLC, a Wisconsin limited liability company, with its principal mailing address of N89 W16785 Appleton Avenue, Menomonee Falls, Wisconsin 53051, hereinafter designated as LICENSOR and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal offices at having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, (hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LICENSOR is the owner of that certain real property located at N89 W16785 Appleton Avenue, in the Village of Menomonee Falls, Waukesha County, State of Wisconsin. The entirety of LICENSOR's property is referred to hereinafter as the "Property" and is described in Exhibit "A" attached hereto and made a part hereof. LICENSEE desires to obtain an option to license a portion of said Property, being described as a parcel containing _____ square feet (the "Land Space"), together with the non-exclusive right for ingress and egress, 7 days a week 24 hours a day, on foot or motor vehicle, including trucks over or along a twelve foot wide right-of-way extending from the nearest public right-of-way, to the Land Space ("Access Easement") and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space ("Utility Easement", together with the Access Easement, the "Rights of Way"), said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof. Renderings which depict LICENSEE's communications equipment to be installed at the Premises, as well as LICENSEE's site plan of the Premises, are set forth as Exhibit "C" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the [REDACTED] to be paid by LICENSEE to LICENSOR, LICENSOR hereby grants to LICENSEE the right and option to license the use of said Premises ("Option"), for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be non-refundable and made by LICENSEE within 30 days of full execution of this Option Agreement or of receipt by LICENSEE from LICENSOR of the Rental Documentation, as defined in and in accordance with Paragraph 4 of the Agreement, as defined below, whichever occurs later. The providing by LICENSOR of Rental Documentation to LICENSEE shall be a prerequisite for the payment of the foregoing amount or any other Option or rental payment, if applicable, by LICENSEE, and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LICENSEE.

As additional consideration for this Option, LICENSEE shall pay LICENSOR a one-time, non-refundable, [REDACTED] which shall be considered additional compensation for the Premises during the term of the Option as well as reimbursement of LICENSOR's expenses in negotiation of the Land License Agreement, given the risk that LICENSEE may not exercise the Option and enter the Land License Agreement. The signing bonus shall be paid by LICENSEE to LICENSOR within 30 days of the date of full execution of this Agreement by the Parties. LICENSEE agrees the payment to be made by LICENSEE under this Paragraph is fair and adequate payment in exchange for LICENSOR engaging in good faith negotiation of the Option and the Land License Agreement, and both Parties realize that LICENSEE may not exercise the Land License Agreement, for which LICENSOR expended resources to

negotiate. This Paragraph does not impact whether or not LICENSEE CHOOSES TO INSTALL LICENSEE'S communications equipment and commence the Land License Agreement.

The option may be exercised [REDACTED] of this Option Agreement ("**Option Period**") The time during which the Option may be exercised may be further extended by mutual of the Parties agreement in writing. If during said Option Period, or during the term of the Agreement (as defined below) if the Option is exercised, LICENSOR decides to sell or change the status of the Property, LICENSOR shall immediately notify LICENSEE in writing so that LICENSEE can take steps necessary to protect LICENSEE's interest in the Premises.

During the Option Period, the Option may be sold, assigned or transferred by LICENSEE without any approval or consent of LICENSOR to: (a) LICENSEE's affiliate, parent company, or surviving merging entity, (b) [REDACTED] or (c) any entity that acquires all or substantially all of the LICENSEE's assets in the market as defined by the Federal Communications Commission in which the Property is located. In all other instances during the Option Period, the Option may not be sold, assigned or transferred without the written consent of LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

Should LICENSEE fail to exercise the Option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option Agreement and Land License Agreement terminated, and LICENSOR shall retain all money paid for the Option and signing bonus, and no additional money shall be payable by either Party to the other.

LICENSOR shall cooperate with LICENSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LICENSEE use of the Premises. LICENSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LICENSEE.

LICENSOR shall permit LICENSEE, during the Option Period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LICENSEE may deem necessary, at the sole cost of LICENSEE, subject to the Site Access and Due Diligence Agreement executed by the Parties simultaneously with this Option Agreement.

LICENSOR agrees to execute a Memorandum of this Option and Land License Agreement which LICENSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option and Land License Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the Option shall be given by LICENSEE to LICENSOR in writing by certified mail, or reputable overnight delivery service, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following Land License Agreement shall take effect:

LAND LICENSE AGREEMENT

This Land License Agreement (this "**Agreement**", together with the Option Agreement, the "**Option and Land License Agreement**") made the same date as the Option Date, between FPOC LLC, with its principal mailing address of N89 W16785 Appleton Avenue, Menomonee Falls, Wisconsin 53051, hereinafter designated as LICENSOR and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal offices at having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, hereinafter designated LICENSEE, pursuant to the forgoing Option between the Parties. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**." All capitalized terms used but not defined herein shall have the same meanings as defined in the Option Agreement.

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT; COVENANTS.** In accordance with this Agreement, LICENSOR hereby grants to LICENSEE the right to install, maintain, repair, replace, upgrade and operate communications equipment ("**Use**") upon the Premises, which are a part of the Property. LICENSEE agrees that LICENSEE shall, at LICENSEE's sole expense:

(a). Give LICENSOR, LICENSOR's agents, employees, mortgagees and any other person or persons authorized by LICENSOR, access to the Premises at all reasonable times upon reasonable prior notice from LICENSOR without charge or diminution of any rental due hereunder, provided LICENSOR and any such authorized agents, employees, mortgagees and persons shall not modify, alter or interfere with LICENSEE's communications equipment.

(b). Not do or permit to be done any act or thing upon the Premises that will invalidate or be in conflict with any certificate of occupancy; and not do or permit anything to be done in or upon the Premises or bring or keep anything therein or use the Premises in a manner which increases the rate of LICENSOR's fire insurance upon the Property.

(c). Maintain at all times all certificates, licenses and other approvals required to occupy and/or operate the Premises in accordance with the Use.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of the exercise of the Option by LICENSEE ("**Effective Date**"). The initial term of the Agreement shall be for [REDACTED] (as hereinafter defined). The "**Commencement Date**" shall be the first day of the month after LICENSEE begins installation of LICENSEE's communications equipment. At the request of either Party, the parties shall execute a memorandum of the Effective Date and Commencement Date in the form attached as Exhibit "D" attached to this Agreement memorializing the actual Effective Date and Commencement Date.

3. **EXTENSIONS.** This Agreement shall [REDACTED] unless either Party terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and any extensions shall be collectively referred to herein as the "**Term**."

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LICENSOR at the address provided in Section 20 below, or to such other person, firm, or place as LICENSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Section 20 below. LICENSOR and LICENSEE acknowledge and agree that the initial rental payment shall not be delivered by LICENSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

(b). Notwithstanding anything to the contrary in this Agreement, LICENSEE shall have the right to lease or sublicense use of the Premises granted under this Agreement without the consent or approval of LICENSOR. LICENSEE shall provide written notice to LICENSOR within 60 days after any such lease or sublicense is fully executed. In addition to the rent currently paid by LICENSEE to LICENSOR pursuant to this Agreement, as further consideration for the right to license the Premises, if LICENSEE leases, sublicenses or grants a similar right of use or occupancy in the Premises to a third-party other than the original LICENSEE, New Cingular Wireless PCS, LLC or its affiliates (each a "Future Sublicensee"), LICENSEE agrees to pay to LICENSOR [REDACTED] of the rental, license or similar payments actually received by LICENSEE from such Future Sublicensee (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within 30 days after receipt of said payments by LICENSEE. LICENSOR acknowledges and agrees the Additional Rent may or may not be passed through as a cost to Future Sublicensee and in the event that Additional Rent is passed through as a cost to Future Sublicensee, the same shall not be subject to further revenue sharing or markup payable to LICENSOR. LICENSEE shall have no obligation for payment to LICENSOR of such share of rental, license or similar payments if not actually received by LICENSEE. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be a Default, as defined below, under this Agreement. LICENSEE shall have sole discretion as to whether, and on what terms, to lease, sublicense or otherwise allow occupancy of the Premises. There shall be no express or implied obligation for LICENSEE to lease, sublicense or otherwise allow occupancy of the Premises. Once per calendar year, LICENSOR may submit a written request to LICENSEE for a business summary report pertaining to LICENSEE's rent obligations for Future Sublicensees for the prior 12 month period, and LICENSEE shall provide such written report to LICENSOR within 60 days after LICENSEE's receipt of such written request. LICENSOR shall send such written request to the notice address set forth herein.

(c). For any party to whom rental payments are to be made, LICENSOR or any successor in interest of LICENSOR hereby agrees to provide to LICENSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LICENSOR's or such other party's right to receive rental as is reasonably requested by LICENSEE. Rental shall accrue in accordance with this Agreement, but LICENSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LICENSEE. Upon receipt of the requested documentation, LICENSEE shall deliver the accrued rental payments as directed by LICENSOR.

(d). The annual rental shall be increased by 2% on each anniversary of the Commencement Date.

(e). Any amounts owing from LICENSEE to LICENSOR under this Agreement shall bear interest at the highest rate permitted by applicable law, not to exceed the annual rate of [REDACTED] calculated from the date due until the date of payment. In addition to the foregoing remedies, if any payment of any rental due hereunder is not paid when due, LICENSEE shall pay a late charge equal to \$200 as liquidated damages for LICENSOR's extra expense in handling such past due account. LICENSEE hereby agrees to pay LICENSOR and to indemnify, defend and hold harmless LICENSOR for any and all costs, including, without limitation, actual attorneys' fees and expenses, incurred in enforcing or attempting to enforce the terms and conditions of this Agreement or any other rights or remedies available LICENSOR.

(f). All charges payable under this Agreement such as utilities and taxes shall be billed by LICENSOR within 3 years from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by LICENSOR, and shall not be payable by LICENSEE. The foregoing shall not apply to monthly rental payments which is due and payable without a requirement that it be billed by LICENSOR. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. ACCESS. LICENSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, across the Access Easement to the Premises. If LICENSEE elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, LICENSOR hereby grants LICENSEE, or any UAS operator acting on LICENSEE's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

6. CONDITION OF PROPERTY; LICENSOR'S LIABILITY. LICENSEE shall inspect the Premises prior to taking possession and, upon taking possession, shall be deemed to have taken possession of the Premises on an "as-is, where-is" basis and without warranty, other than as expressly provided in this Agreement. LICENSOR shall not be liable to LICENSEE in connection with any injury, death, loss, damage, expense or other cost or liability of any kind suffered or incurred unless caused by the negligence or willful misconduct of LICENSOR or its officers, agents or employees, and only to the extent LICENSEE is not compensated therefore by insurance. Notwithstanding anything to the contrary contained in this Agreement, in no event shall LICENSOR be liable to LICENSEE for any damage to the Premises or for any loss, damage or injury to any property of LICENSEE therein or thereon, arising from the failure of any systems or facilities in the Premises or other similar cause at, in, above, upon or about the Premises; and LICENSOR shall not be liable for any loss or damage to person or property sustained by LICENSEE, or any other person or entity, which may be caused by the Premises, or any appurtenances thereto, being out of repair, or by theft, vandalism, crime or other wrongdoing, or by any act or neglect of any other person or entity, other than LICENSOR, its agents, officers, contractors and employees. Notwithstanding anything in this Agreement to the contrary, the liability of LICENSOR to LICENSEE for any default by LICENSOR under the terms of this Agreement or otherwise relating to this Agreement shall be limited to the value of LICENSOR's interest in the Property, as such interest may from time to time be encumbered; and neither LICENSOR nor any shareholder, member, partner, officer, director, agent or principal of LICENSOR shall be liable for any deficiency. Nothing in this Section shall be deemed to limit or reduce the Parties indemnification obligations in Section 11 of this Agreement.

7. UTILITIES.

(a). LICENSEE will have the right to install utilities, at LICENSEE's expense, within the Utility Easement and Land Space. LICENSOR hereby grants to any service company providing utility or similar services to LICENSEE, including electric power and telecommunications, an easement over the Utility Easement for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits as such service companies may from time to time require in order to provide such services to the Premises. However, any associated utility cabinets shall be located solely within the Land Space. Upon LICENSEE's or service company's request, LICENSOR will execute a separate recordable easement evidencing this grant, at no cost to LICENSOR, LICENSEE or the service company. LICENSEE will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by LICENSEE on the Premises. If permitted by the local utility company serving the Premises, LICENSEE shall furnish and install an electrical meter upon the Premises in a location reasonably approved by LICENSOR for the measurement of electrical power used by LICENSEE at the Premises and LICENSEE shall pay the utility company directly.

(b). If an electrical meter is not permitted, then LICENSEE may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LICENSEE at the Premises and shall pay the utility company directly if permitted by the utility company.

(c). In the event a sub-meter is installed, and the utility company will not permit LICENSEE to pay the utility company directly, then LICENSOR shall read LICENSEE's sub-meter on a monthly basis and provide LICENSEE with an invoice for LICENSEE's power consumption on an annual basis. Each invoice shall reflect charges only for LICENSEE's power consumption based on the average kilowatt hour rate actually paid by LICENSOR to the utility, without mark up or profit.

(d). All invoices for power consumption shall be sent by LICENSOR to LICENSEE at the address provided in Section 20 below and shall be provided to LICENSEE within 90 days following the conclusion of each calendar year. Upon written request from LICENSEE delivered within 30 days of delivery of LICENSOR's invoice, LICENSOR shall provide copies of electricity bills received by LICENSOR during any period that LICENSOR submits invoices to LICENSEE for reimbursement and for that same period LICENSOR shall provide documentation of the sub-meter readings applicable to such periods. LICENSEE shall pay each invoice within 60 days after receipt of the invoice from LICENSOR.

(e). LICENSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. The location of such temporary equipment to the extent the same is not within the Premises, shall be situated in an area on the Property that is mutually agreeable to the Parties. All such temporary equipment and additional conduit shall be removed from the Property promptly following the conclusion of such power interruption.

8. IMPROVEMENTS. LICENSEE's communications equipment including, without limitation, tower, structure, antennas, conduits, fencing and other screening, and other improvements shall be at

LICENSEE's expense and installation shall be at the discretion and option of LICENSEE. LICENSOR shall have the right to review all plans and specifications for all installations which materially affect the visual appearance of the Premises (such as the tower height or type, or fencing) ("Plans"), including renderings of the aesthetics of the same, prior to its installation to confirm that such improvements will not have an unreasonably negative impact on the aesthetics of the Property, nor shall it interfere in any way with LICENSOR's use of the Property. LICENSOR's approval will not be unreasonably withheld, conditioned or delayed. After LICENSOR's (i) failure to respond in writing to LICENSEE's proposed Plans within 30 days of their receipt; or (ii) failure to provide a written response within 30 days of receipt of Plans revised by LICENSEE after comment from LICENSOR in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement and Exhibit "C" to the Agreement shall be updated accordingly. If LICENSOR disapproves the Plans then LICENSEE will provide LICENSOR with revised Plans, such revisions to be within LICENSEE's reasonable discretion. In the event LICENSOR disapproves of the revised Plans, LICENSEE may either (i) make further revisions to the Plans and submit them to LICENSOR for review or (ii) terminate this Agreement without further liability by providing written notice to LICENSOR, subject to Section 20 below. Any installation made by LICENSEE shall comply in all respects with the Plans approved by LICENSOR and shall otherwise comply with all applicable laws. Notwithstanding the forgoing, LICENSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, antennas, cables, conduit, and the frequencies over which the communications equipment operates without LICENSOR's approval. All such equipment, antennas, conduits or other improvements installed by LICENSEE shall be removed in accordance with Section 15 below.

9. GOVERNMENT APPROVALS. LICENSEE's Use is contingent upon LICENSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Governmental Entities") as well as a satisfactory structural analysis of the building or other structure that will permit LICENSEE's Use, all at LICENSEE's sole cost and expense. LICENSOR shall cooperate with LICENSEE in its effort to obtain and maintain such approvals at no cost to LICENSOR and shall take no action which would adversely affect the status of the Property with respect to LICENSEE's Use. LICENSEE may terminate this Agreement upon 30 days prior written notice to LICENSOR in the event that (i) any applications for such Governmental Approvals should be finally rejected, despite LICENSEE's best efforts to obtain Governmental Approvals; or (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity without the fault or negligence of LICENSEE.

10. TERMINATION. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a). by either party on 30 days prior written notice, if the other party remains in default under Section 22 of this Agreement after the applicable cure periods;

(b). if at any time after the Effective Date but prior to the Commencement Date by LICENSEE upon 30 days' prior written notice to LICENSOR for any reason or no reason.

(c). if at any time within the first 120 months of the Commencement Date by LICENSEE upon 60 days' prior written notice to LICENSOR for any reason or no reason, so long as LICENSEE pays LICENSOR a termination fee equal to the amount of rent that LICENSEE would have owed to LICENSOR under this Agreement between the date of such early termination and the 120th month following the Commencement Date (the "Early Termination Fee"), provided, however,

that no Early Termination Fee will be payable on account of the termination of this Agreement by LICENSEE under any termination provision contained in any other Section of this Agreement. The Early Termination Fee will be due and payable in the same manner and on the same dates as set forth in this Agreement. Notwithstanding the foregoing, LICENSEE will be released from any and all of its obligations under this Agreement as of the effective date of such termination and shall not be required to pay the Early Termination Fee if LICENSOR terminates this Agreement due to a LICENSOR default.

(d). at any time after 120 months following the Commencement Date by LICENSEE upon 60 days' prior written notice to LICENSOR for any reason or no reason, so long as LICENSEE pays LICENSOR a termination fee equal to 12 months' rental payments, at the then-current rate (the "Termination Fee"), provided, however, that no Termination Fee will be payable on account of the termination of this Agreement by LICENSEE under any termination provision contained in any other Section of this Agreement. The Termination Fee shall be paid to LICENSOR from LICENSEE no later than 30 days prior to the date in which this Agreement is set to terminate.

11. INDEMNIFICATION. Subject to Section 12 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

12. INSURANCE.

(a). During the Term, LICENSEE will carry, at its own cost and expense, workers' compensation insurance as required by law; and commercial general liability ("CGL") insurance with respect to its activities on the Property, such insurance to afford protection of up to \$3,000,000 per occurrence and \$6,000,000 general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. LICENSEE's CGL insurance shall contain a provision including LICENSOR as an additional insured. Such additional insured coverage:

(i). shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LICENSEE, its employees, agents or independent contractors;

(ii). shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LICENSOR, its employees, agents or independent contractors or

where such coverage is prohibited by law or to claims arising out of the gross negligence of LICENSOR its employees, agents or independent contractors; and

(iii). shall not exceed LICENSEE's indemnification obligation under this Agreement, if any.

(b). Notwithstanding the foregoing, LICENSEE shall have the right to self-insure the coverages required in Subsection 12(a), including LICENSOR as an additional insured.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant to Sections 11 and 24 or non-payment of rent due hereunder and remedies relating thereto, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. INTERFERENCE.

(a). Prior to or concurrent with the execution of this Agreement, LICENSOR has provided or will provide LICENSEE with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. LICENSEE agrees that LICENSEE will not cause interference that is measurable in accordance with industry standards to LICENSOR's then existing equipment, as long as the existing equipment is operated within authorized frequencies and in accordance with all applicable laws and regulations. LICENSOR agrees that LICENSOR will not cause or permit interference that is measurable in accordance with industry standards to the then existing equipment of LICENSEE. LICENSEE agrees that any subtenant or sublicensee on the Premises will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference, which is measurable in accordance with then existing industry standards, to LICENSOR's then existing equipment. LICENSEE agrees that each of its agreements with any subtenant or sublicensee shall contain a provision substantially the same as this Section 14(a) and that LICENSEE shall enforce such provisions in a nondiscriminatory manner with respect to all of its subtenants or sublicensees. The Party whose equipment is determined to be causing interference will cause such interference to cease within 48 hours after receipt of notice of interference from the other Party. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. In addition to all other remedies available, in the event the equipment or activities of LICENSOR causes interference to LICENSEE and such interference is not eliminated within 7 calendar days after written notice to LICENSOR from LICENSEE, then LICENSEE shall have the right to terminate this Agreement. For the purposes of this Agreement, "interference" may include, but is not limited to, any use of the Property that causes electronic with or physical obstruction or, or degradation of, the communications signals from the facilities of any permitted users of the Property.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering Party via telephone to

LICENSEE'S Network Operations Center (at 877-231-5447) or to LICENSOR at (414-766-3300), the non-interfering Party shall have the right to pursue injunctive relief.

15. REMOVAL AT END OF TERM. Within 90 days after the earlier termination or expiration of this Agreement ("Removal Period"), LICENSEE shall remove LICENSEE's above ground facilities and underground utilities and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Footings, foundations, and concrete will be removed to a depth of 3 feet below grade. LICENSOR agrees and acknowledges that the communications equipment shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. During the Removal Period, LICENSEE shall continue to pay the same rent amount then in place. However, if LICENSEE remains on the Premises after the Removal Period, LICENSEE shall pay rent at 200% of the then existing monthly rate until the removal of the communications equipment is completed. LICENSEE shall repair all damage caused by the removal of its equipment at the Property and/or Premises.

16. HOLDOVER. If, upon expiration of the Term, the Parties are negotiating a new license or a license extension, then the Removal Period shall not be applicable and this Agreement shall continue during such negotiations on a month to month basis at 200% of the rental in effect as of the date of the expiration of the Term, provided however, that if a new license or license extension is entered into, any overpayment of rent based upon the newly agreed upon rate shall be a credit against the new rental rate. In the event that the Parties are not in the process of negotiating a new license or license extension and LICENSEE holds over after the Removal Period, then LICENSEE shall pay rent at 200% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of its communications equipment is completed in accordance with Section 15 above.

17. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of this Agreement decide (i) to sell or otherwise transfer all or any part of the Property that includes the Premises, or (ii) to grant to a third-party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Option and Land License Agreement.

18. LICENSOR'S TITLE. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the Effective Date and covenants during the Term that: (i) LICENSOR has full authority to enter into and execute this Agreement; (ii) LICENSOR solely owns the Property as a legal lot in fee simple; (iii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect LICENSEE's Use and enjoyment of the Premises under this Option and Land License Agreement; (iv) LICENSOR's execution and performance of this Option and Land License Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on LICENSOR; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then LICENSOR will promptly execute a subordination, non-disturbance and attornment agreement, substantially in the form attached as Exhibit "E" hereto, with the holder of such security interest. LICENSOR waives any and all lien rights it may have, statutory or otherwise, concerning LICENSEE's equipment and improvements or any portion thereof. Other than the foregoing covenants, representations and warranties contained in this Section 18,

LICENSEE acknowledges and agrees that LICENSOR has made no representations or warranties, express or implied, regarding the state of title of the Property.

19. **ASSIGNMENT.** LICENSEE shall not assign its interest in this Agreement without the approval or consent of LICENSOR, provided, however, LICENSEE may assign its interest in this Agreement to (i) any entity in which LICENSEE directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in LICENSEE; or (iii) any entity directly or indirectly under common control of LICENSEE provided, in such case LICENSEE shall remain liable on this Agreement. LICENSEE may also assign this Agreement without LICENSOR's consent to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LICENSOR, or to any entity with a net worth of at least \$20,000,000. LICENSOR may sell, assign and transfer its interest in this Agreement to any party who acquires the Property without LICENSEE's consent, and in such case LICENSOR shall have no further liability under this Agreement. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

20. **NOTICES.** Except for notices permitted via telephone in accordance with Section 14, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial, nationally recognized overnight courier, provided the courier's regular business is delivery service, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: FPOC LLC

[REDACTED]
[REDACTED]

With a copy to:

[REDACTED]
[REDACTED]
[REDACTED]

LICENSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI2113; Cell Site Name: Appleton Ave (WI)
Fixed Asset #: 15515908
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, Georgia 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: WI2113; Cell Site Name: Appleton Ave (WI)
Fixed Asset #: 15515908
208 S. Akard Street
Dallas, TX 75202-4206

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE; ESTOPPEL. As soon as reasonably practical, LICENSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground landlords/licensors and master landlords/licensors, if any, of the Property. At LICENSOR's option, this Agreement shall be subordinate to any future master lease/license, ground lease/license, mortgage, deed of trust or other security interest (a "**Mortgage**") by LICENSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Option and Land License Agreement to any future Mortgage covering the Property, LICENSOR shall obtain for LICENSEE's benefit a non-disturbance and attornment agreement for LICENSEE's benefit in the form reasonably satisfactory to LICENSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LICENSEE's rights under this Option and Land License Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of this Option and Land License Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LICENSEE will execute an agreement for Lender's benefit in which LICENSEE: (i) confirms that this Option and Land License Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Property, (iii) provides commercially reasonable estoppel language regarding the status of this Option and Land License Agreement and (iv) agrees to accept a cure by Lender of any of LICENSOR's defaults, provided such cure is completed within the deadline applicable to LICENSOR. Further, upon written request of LICENSOR, LICENSEE shall execute, acknowledge and deliver to LICENSOR a written statement in a commercially reasonable form (each, an "**Estoppel**") certifying such representations or information with respect to LICENSOR or this Option and Land License Agreement as LICENSOR may reasonably request, or that any prospective purchaser or lender/mortgagee or other party requesting such information from LICENSOR and LICENSEE may reasonably require. LICENSEE shall respond within 14 days, or additional time as mutually agreed upon by the Parties, after LICENSEE's receipt of a request in writing for an Estoppel from LICENSOR.

22. DEFAULT. It is a "**Default**" if (i) LICENSEE fails to pay rent when the same is due and payable and such failure continues for a period of 20 days following written notice delivered to LICENSEE by LICENSOR provided, however, such notice shall only be required twice in any calendar year, (ii) either Party fails to comply with the requirements of Section 14 relating interference within 48 hours, (iii) LICENSOR fails to permit access to the Premises within 7 days following written notice delivered to LICENSOR by LICENSEE, (iv) either Party otherwise fails to comply with this Agreement (other than the foregoing Defaults) and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (v) LICENSOR fails to comply with this Agreement and the failure interferes with LICENSEE's Use and LICENSOR does not remedy the failure within 5 days after written notice from LICENSEE or, if the failure cannot reasonably be remedied in such time, if LICENSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the

initial written notice. The cure periods set forth in this Section 22 do not extend the period or time in which either Party has to cure interference pursuant to Section 14 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default by LICENSEE, after written notice and any applicable cure periods in accordance with Section 22 above have lapsed, LICENSOR may at its option (but without obligation to do so), perform LICENSEE's duty or obligation, provided such performance does not involve any alteration and interference of or contact with LICENSEE's communications equipment. The reasonable costs and expenses of any such performance by LICENSOR shall be due and payable by LICENSEE within 30 days of receipt of a detailed invoice therefor.

24. ENVIRONMENTAL. LICENSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LICENSEE shall indemnify and hold harmless LICENSOR from claims to the extent resulting from LICENSEE's violation of any applicable EH&S Laws or to the extent that LICENSEE causes a release of any regulated substance to the environment. LICENSOR shall indemnify and hold harmless LICENSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment caused by LICENSEE. The Parties recognize that LICENSEE is only licensing a small portion of LICENSOR's property and that LICENSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LICENSEE's specific activities and responsibilities. In the event that LICENSEE encounters any hazardous substances that do not result from its activities, LICENSEE may (i) relocate its facilities to avoid such hazardous substances to another location at the Property if the parties are able to mutually agree upon such location, in the event of such agreement, Exhibit "B" shall be updated accordingly; or (ii) LICENSEE will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to LICENSOR.

25. CASUALTY. LICENSOR will provide notice to LICENSEE of any casualty or other harm affecting the Property promptly upon becoming aware of the casualty or other harm. If a fire or other casualty damages the Property or the Premises and impairs LICENSEE's Use, rent shall abate until LICENSEE'S Use is restored. If LICENSEE's Use is not restored within 45 days, LICENSEE may terminate this Agreement. LICENSOR shall have no obligation under this Agreement to restore the Property or the Premises after any casualty. LICENSOR agrees to permit LICENSEE to place temporary transmission and reception facilities on the Property, but only until such time as LICENSEE'S Use is restored or LICENSEE is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including rental payments.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LICENSEE's Use, LICENSEE may terminate this Agreement and LICENSEE will be entitled to reimbursement for any prepaid rental payments on a *pro rata* basis. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LICENSEE's communications equipment, relocation costs, provided such claim does not limit any right to recover by LICENSOR or require LICENSOR to share its award with LICENSEE.

27. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property (except as the same relates to LICENSEE's communication equipment) in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (i) all Laws relating to LICENSEE's communication equipment and as to LICENSEE's specific and unique nature of use of the Premises (including, without limitation, modification required to enable LICENSEE to obtain all necessary building permits); and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

28. TAXES.

(a). LICENSOR shall invoice and LICENSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LICENSEE and required to be collected by LICENSOR and calculated by a taxing authority levied against LICENSEE's equipment and improvements at the Property.) LICENSEE shall pay all real and personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LICENSEE and required to be paid by LICENSEE that are directly attributable to LICENSEE's equipment, improvements made by LICENSEE or on behalf of LICENSEE or LICENSEE's use and occupancy of the Premises. In the event LICENSOR receives a notice of assessment with respect to which taxes or assessments are imposed on LICENSEE's equipment or improvements on the Premises, LICENSOR shall provide LICENSEE with copies of each such notice within 30 days of receipt. Payment shall be made by LICENSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LICENSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LICENSOR's Property or any portion thereof imposed by any Government Entity, other than assigned to LICENSEE as stated above.

(b). LICENSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for personal property taxes for which LICENSEE is wholly or partly responsible for payment under this Agreement. LICENSOR shall reasonably cooperate with LICENSEE at LICENSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LICENSEE, there is a reduction, credit or repayment received by LICENSOR for any taxes previously paid by LICENSEE, LICENSOR agrees to promptly reimburse to LICENSEE the amount of said reduction, credit or repayment.

(c). LICENSEE shall have the right but not the obligation to pay any taxes due by LICENSOR hereunder if LICENSOR fails to timely do so, in addition to any other rights or remedies of LICENSEE. In the event that LICENSEE exercises its rights under this Section 28(c) due to such LICENSOR default, LICENSEE shall have the right to deduct such tax amounts paid from any monies due to LICENSOR from LICENSEE.

29. MISCELLANEOUS.

(a). This Option and Land License Agreement contains all agreements, promises and understandings between LICENSOR and LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding. This Option and Land License Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart. This Option and Land License Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Option and Land License Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Option and Land License Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Option and Land License Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LICENSOR agrees to execute a Memorandum of this Option and Land License Agreement, which LICENSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Option and Land License Agreement. Except for any easement rights expressly granted hereunder, LICENSEE expressly waives any other easement rights which might be conveyed by law by virtue of LICENSEE's services being deemed a utility.

(b). EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(c). In the event that any dispute between the parties related to this Option and Land License Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than LICENSOR, LICENSEE and their respective affiliates to recover their fees and expenses.

[Signature page follows. The remainder of this page is intentionally blank.]

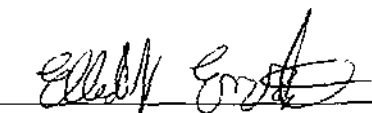
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals to this Option and Land License Agreement the day and year first above written.

LICENSOR Witness:

LICENSOR:

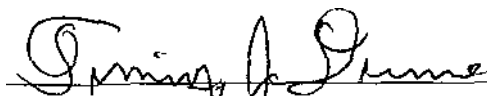
FPOC LLC, a Wisconsin limited liability company

By:



Name: F. C. T. O. J. S. ENRIGH

By:



Name: Timothy J. Deane

Its: Managing Member

Date: 2-19-2022

LICENSEE:

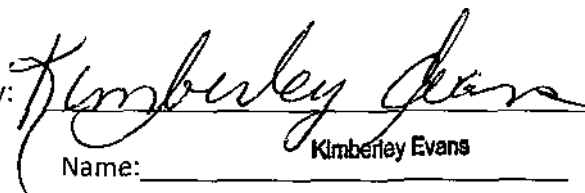
New Cingular Wireless PCS, LLC, a Delaware limited liability company

LICENSEE Witness:

By: AT&T Mobility Corporation

Its: Manager

By:


Name: Kimberley Evans

By:



Name: Allean Smith

Its: Senior Field Vendor Management

Date: 03/24/2022

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lot Three (3) of Block One (1) in Village of Menomonee Falls Assessor's Plat No. 1, in th Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 in Section 3. Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

TITLE REPORT:

THIS REPORT WAS NOT OBTAINED BY THE SURVEYOR FROM THE RECORDS OF THE SURVEYOR'S OFFICE. IT IS THE SURVEYOR'S OBLIGATION TO OBTAIN THE RECORDS OF THE SURVEYOR'S OFFICE. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

CONVEYANCE:

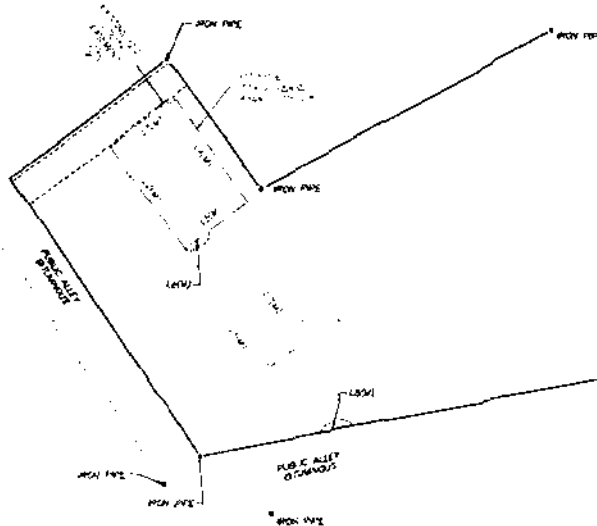
1. AGREEMENT BY THE SURVEYOR TO THE RECORDS OF THE SURVEYOR'S OFFICE, DATED NOVEMBER 10, 2022, RELATIVE TO THE SURVEYOR'S OFFICE.
2. AGREEMENT BY THE SURVEYOR TO THE RECORDS OF THE SURVEYOR'S OFFICE, DATED NOVEMBER 10, 2022, RELATIVE TO THE SURVEYOR'S OFFICE.
3. AGREEMENT BY THE SURVEYOR TO THE RECORDS OF THE SURVEYOR'S OFFICE, DATED NOVEMBER 10, 2022, RELATIVE TO THE SURVEYOR'S OFFICE.
4. AGREEMENT BY THE SURVEYOR TO THE RECORDS OF THE SURVEYOR'S OFFICE, DATED NOVEMBER 10, 2022, RELATIVE TO THE SURVEYOR'S OFFICE.

PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE

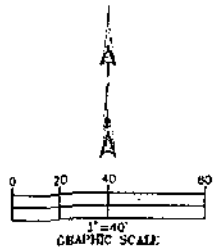
THIS PARCEL IS THE SURVEYOR'S OFFICE. IT IS THE SURVEYOR'S OBLIGATION TO OBTAIN THE RECORDS OF THE SURVEYOR'S OFFICE. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

PROPOSED LEASE AREA:

THIS PARCEL IS THE SURVEYOR'S OFFICE. IT IS THE SURVEYOR'S OBLIGATION TO OBTAIN THE RECORDS OF THE SURVEYOR'S OFFICE. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



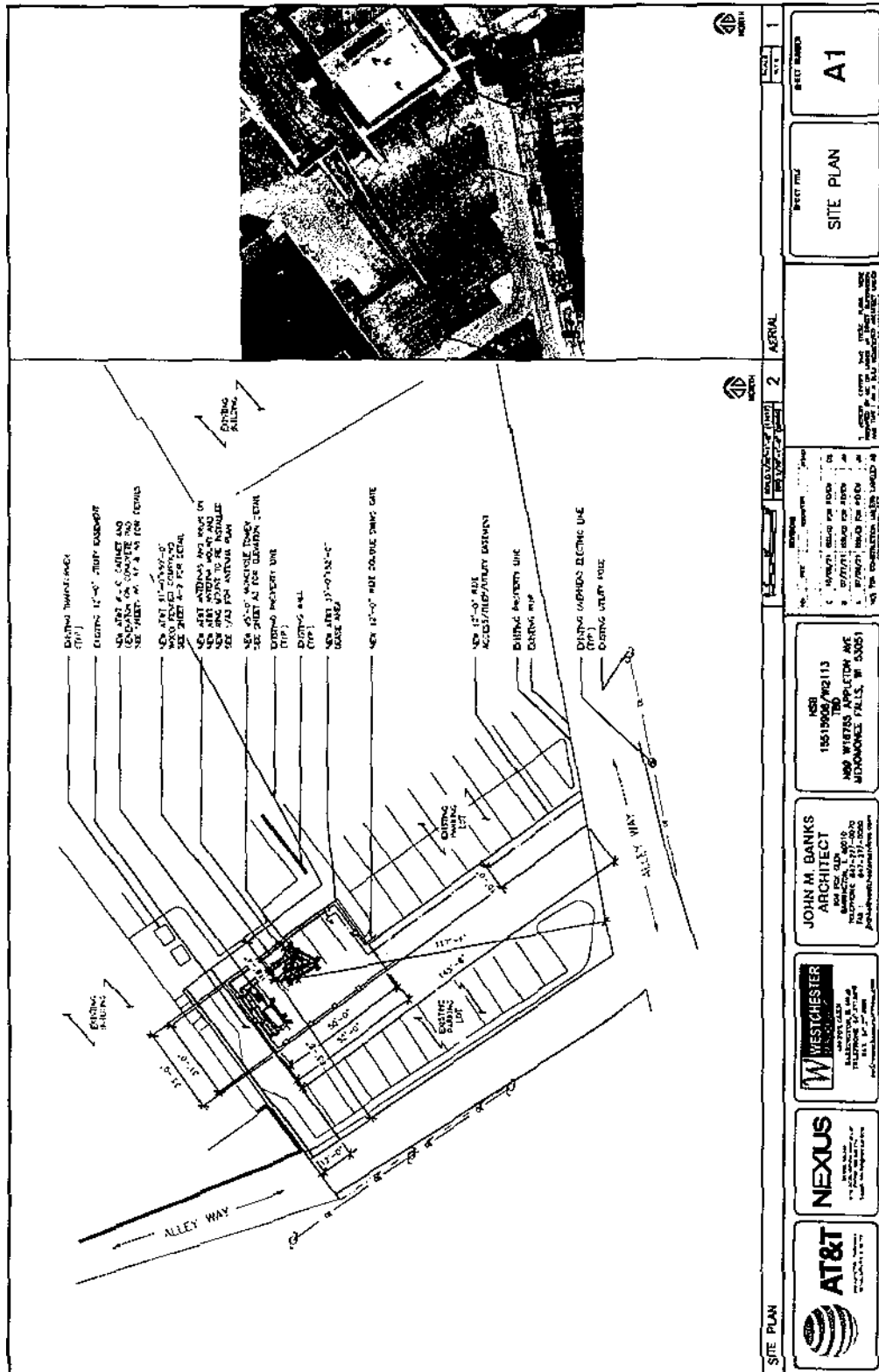
LINE TABLE		
LINE	LENGTH	BEARING
L1(M)	93.53'	N35°38'14\"W
L2(M)	52.00'	N35°38'14\"W
L3(M)	33.00'	N53°49'38\"E
L4(M)	52.00'	S35°38'14\"E
L5(M)	33.00'	S53°49'38\"W
L6(M)	33.00'	S53°49'38\"W
L7(M)	29.21'	S35°38'14\"E
L8(M)	13.31'	S79°02'18\"W



I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THE FIELD SURVEY AND THE COMPILED INFORMATION SHOWN HEREON WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MANUAL OF PRACTICE.

DATE OF FIELD SURVEY: JANUARY 31, 2022
 LICENSE NUMBER: 3104-B
 EXPIRATION DATE: JANUARY 31, 2027
 SHEETS COVERED BY THIS SEAL: B-1, B-2, AND B-12

SITE PLAN OF THE PREMISES



[illegible][illegible]

PROPOSED COMPOUND PLAN



AT&T

NEXIUS

20.99. 0.0.0.0
0.0.0.0 0.0.0.0 0.0.0.0 0.0.0.0 0.0.0.0
0.0.0.0 0.0.0.0 0.0.0.0 0.0.0.0 0.0.0.0
[...]



44 2014-11-15

WASHINGTON, D. C. 20540
LAWSON J. J. J. J. J.
J. J. J. J. J. J. J.

Frank Hammer frank.hammer@deloitte.com

JOHN M. BANKS
ARCHITECT

ARCHITECTS

MSB
15515908/WTZ113
TBO
MSB W16785 APPLETON AVE
MENOMONEE FALLS, WI 5305

REVISION			
REV	DATE	REVISION	BY
C	10/08/21	REVISED FOR REVIEW	CH
B	07/23/21	REVISED FOR REVIEW	AM
A	01/28/21	REVISED FOR REVIEW	AM

NOT FOR CONSTRUCTION UNLESS LABELED AS
CONSTRUCTION SET

3. MEMORANDUMS WERE THEN PLACED BEFORE
MEMBERS OF THE BOARD OF DIRECTORS OF THE
AND THAT IN A SHORT PERIOD OF TIME THE
THE BOARD OF THE STATE OF NEW YORK

EXHIBIT "D"

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

MARKET: IL/WI
CELL SITE NUMBER: WI2113
SITE NAME: APPLETON AVE.
FIXES ASSET NUMBER: 15515908

FIRST AMENDMENT TO OPTION AND LICENSE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LICENSE AGREEMENT ("First Amendment"), dated as of the latter of the signature dates below, is by and between the FPOC LLC, a Wisconsin corporation, having a mailing address of N89 W16785 Appleton Avenue, Menomonee Falls, Wisconsin 53051 ("Licensor"), and New Cingular Wireless PCS, LLC, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("Licensee"). Licensor and Licensee are collectively referred to as the "Parties."

WHEREAS, the Licensor and the Licensee entered into an Option and License Agreement dated March 24, 2022 (the "Original Agreement"), whereby Licensor granted Licensee an option to license certain portion of the property located at N89 W16785 Appleton Avenue, Menomonee Falls, Waukesha County, Wisconsin.

WHEREAS, the parties wish to amend the Original Agreement to extend the original option period.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Amendment to Option Period.** The Option Period as defined in the Original Agreement is hereby extended. The new expiration date for the Option Period shall be March 24, 2025.
2. **Entire Agreement.** This Amendment, together with the Original Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.
3. **Consideration.** In consideration of this Amendment, Licensee shall pay Licensor the sum of [REDACTED] within 30 days of full execution of this Amendment or receipt by LICENSEE from LICENSOR of the Rental Documentation, as defined in the Original Agreement.

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor: FPOC LLC

[REDACTED]
[REDACTED]

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site Name & Number: West Dundee / IL1543
F.A. Number: 15515908
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Cell Site Name & Number: West Dundee / IL1543
F.A. Number: 15515908
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Any party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement. All capitalized terms utilized in this Fourth Amendment shall have the meanings set forth in the Agreement unless otherwise defined herein.

5. Insurance and Indemnification. During all times that Licensee has any improvement, structure or equipment on the Property, as defined in the Agreement, Licensee shall continue to comply with the insurance provision in Section 7 of the Agreement notwithstanding any other provision herein to the contrary, with such insurance encompassing the Premises as well as the parcel on which the Monopole is situated.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the dates set forth below.

“LICENSOR”

FPOC LLC

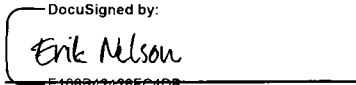
By: Timothy J. Dunne
Name: Timothy J. Dunne
Title: Managing Member
Date: March 19, 2024

“LICENSEE”

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: 
Name: Erik Nelson
Title: Lead
Date: 3/19/2024

SECOND AMENDMENT TO OPTION AND LICENSE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LICENSE AGREEMENT ("Second Amendment"), dated as of the latter of the signature dates below, is by and between the FPOC LLC, a Wisconsin corporation, having a mailing address of N89 W16785 Appleton Avenue, Menomonee Falls, Wisconsin 53051 ("Licensor"), and New Cingular Wireless PCS, LLC, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 3031 ("Licensee"). Licensor and Licensee are collectively referred to as the "Parties."

WHEREAS, the Licensor and the Licensee entered into an Option and License Agreement dated March 24, 2022 (the "Original Agreement"), whereby Licensor granted Licensee an option to license certain portion of the property located at N89 W16785 Appleton Avenue, Menomonee Falls, Waukesha County, Wisconsin; and

WHEREAS, the parties entered into a First Amendment to the Option and License Agreement dated March 19, 2024 (the "First Amendment"), which extended the option period set forth in the Original Agreement; and

WHEREAS, the parties now wish to further amend the Original Agreement, as previously amended, to extend the option period anew.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- 1. Amendment to Option Period.** The Option Period, as previously amended in the First Amendment, is hereby further extended. The new expiration date for the Option Period shall be March 24, 2026.
 - 2. Entire Agreement.** This Second Amendment, together with the First Amendment and the Original Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.
 - 3. Consideration.** In consideration of this Second Amendment, Licensee shall pay Licensor the sum of [REDACTED] within 30 days of full execution of this Second Amendment or receipt by Licensee from Licensor of the Rental Documentation, as defined in the Original Agreement.
 - 4. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Original Agreement, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Original Agreement, as previously amended, remains unmodified and in full force and effect. Each reference in the Original Agreement to itself shall be deemed to also refer to this Second Amendment.
 - 5. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement. All capitalized terms utilized in this Second Amendment shall have the meanings set forth in the Original Agreement unless otherwise defined herein.
-

6. Insurance and Indemnification. During all times that Licensee has any improvement, structure or equipment on the Property, as defined in the Original Agreement, Licensee shall continue to comply with the insurance provision in Section 7 of the Original Agreement notwithstanding any other provision herein to the contrary, with such insurance encompassing the Premises as well as the parcel on which the Monopole is situated.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

“LICENSOR”

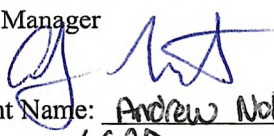
FPOC, LLC

By: 
Print Name: Tim Dene
Its: President
Date: 3-14-2025

“LICENSEE”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

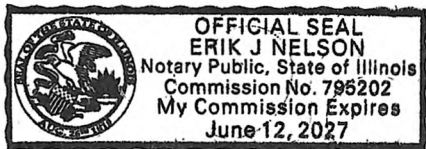
By: AT&T Mobility Corporation

Its: Manager
By: 
Print Name: Andrew Nolestine
Its: LEAD
Date: 3/11/25

LICENSEE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On the 11 day of MARCH, 2025, before me personally appeared Andrew Nolasine, and acknowledged under oath that he/she is the lead of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

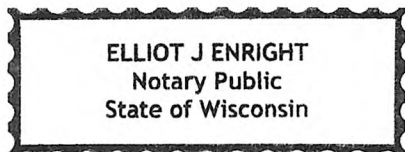


Erik J Nelson
Notary Public: ERIK J NELSON
My Commission Expires: 6/12/27

LICENSOR ACKNOWLEDGMENT

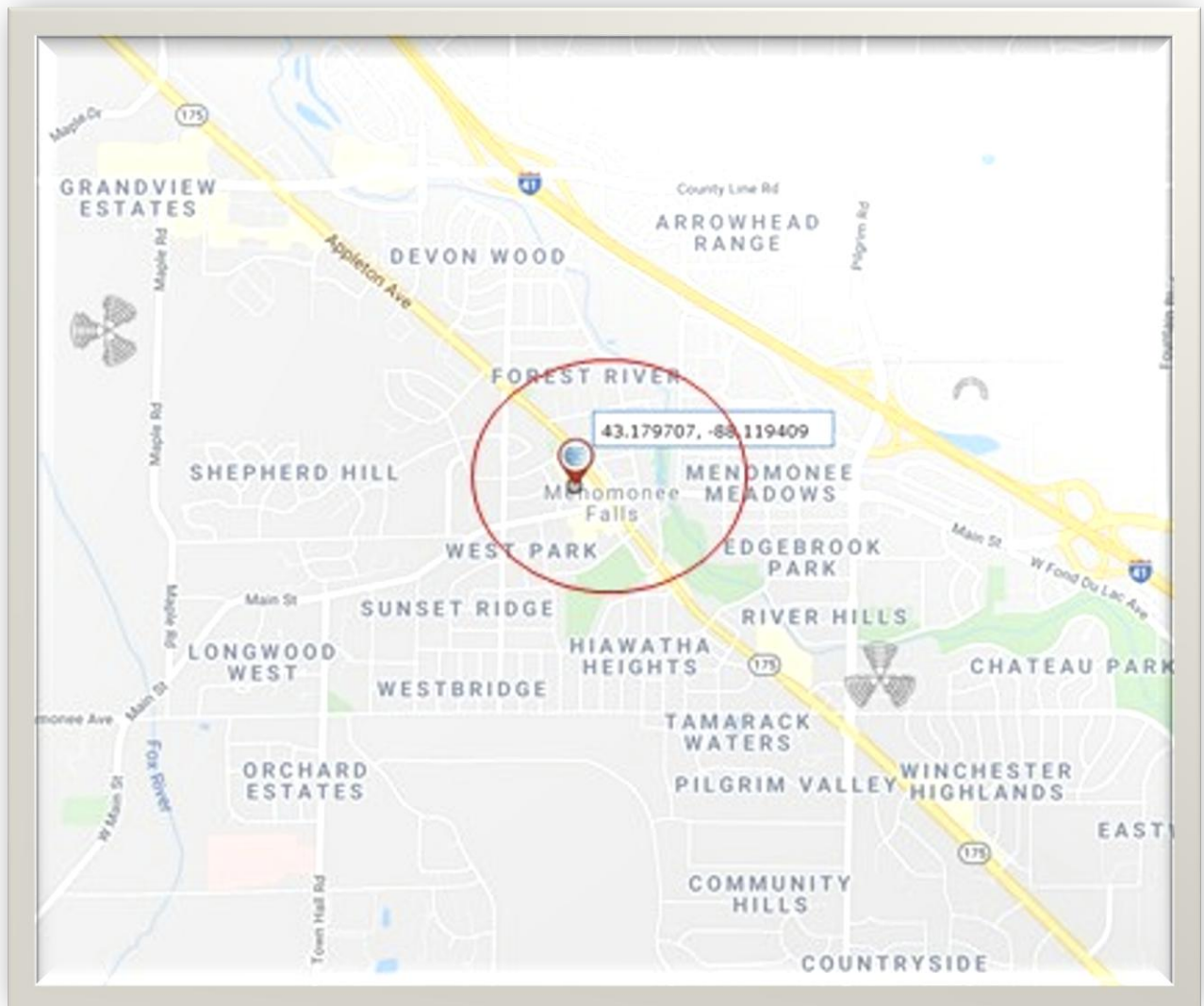
STATE OF Wisconsin)
) ss:
COUNTY OF Washington)

On the 14 day of March, 2025 before me, personally appeared Timothy J Dunne, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.



Elliot J Enright
Notary Public: ELLIOT J ENRIGHT
My Commission Expires: 10-22-2027

WI2113 Search Ring



WISCONSIN STATUTE 64.0404

66.0404 Mobile tower siting regulations.

(1) Definitions. In this section:

(a) “Antenna” means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.

(b) “Application” means an application for a permit under this section to engage in an activity specified in sub. [\(2\) \(a\)](#) or a class 2 collocation.

(c) “Building permit” means a permit issued by a political subdivision that authorizes an applicant to conduct construction activity that is consistent with the political subdivision’s building code.

(d) “Class 1 collocation” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.

(e) “Class 2 collocation” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in substantial modification.

(f) “Collocation” means class 1 or class 2 collocation or both.

(g) “Distributed antenna system” means a network of spatially separated antenna nodes that is connected to a common source via a transport medium and that provides mobile service within a geographic area or structure.

(h) “Equipment compound” means an area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.

(i) “Existing structure” means a support structure that exists at the time a request for permission to place mobile service facilities on a support structure is filed with a political subdivision.

(j) “Fall zone” means the area over which a mobile support structure is designed to collapse.

(k) “Mobile service” has the meaning given in [47 USC 153](#) (33).

(L) “Mobile service facility” means the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.

(m) “Mobile service provider” means a person who provides mobile service.

(n) “Mobile service support structure” means a freestanding structure that is designed to support a mobile service facility.

(o) “Permit” means a permit, other than a building permit, or approval issued by a political subdivision which authorizes any of the following activities by an applicant:

1. A class 1 collocation.

2. A class 2 collocation.

3. The construction of a mobile service support structure.

(p) “Political subdivision” means a city, village, town, or county.

(q) “Public utility” has the meaning given in s. [196.01 \(5\)](#).

(r) “Search ring” means a shape drawn on a map to indicate the general area within which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.

(s) “Substantial modification” means the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:

1. For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.

2. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.

3. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.

4. Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.

(t) “Support structure” means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.

(u) “Utility pole” means a structure owned or operated by an alternative telecommunications utility, as defined in s. [196.01 \(1d\)](#); public utility, as defined in s. [196.01 \(5\)](#); telecommunications utility, as defined in s. [196.01 \(10\)](#); political subdivision; or cooperative association organized under ch. [185](#); and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in s. [182.017 \(1g\) \(cq\)](#); for video service, as defined in s. [66.0420 \(2\) \(y\)](#); for electricity; or to provide light.

(2) New construction or substantial modification of facilities and support structures.

(a) Subject to the provisions and limitations of this section, a political subdivision may enact a zoning ordinance under s. [59.69](#), [60.61](#), or [62.23](#) to regulate any of the following activities:

- 1.** The siting and construction of a new mobile service support structure and facilities.
- 2.** With regard to a class 1 collocation, the substantial modification of an existing support structure and mobile service facilities.

(b) If a political subdivision regulates an activity described under par. [\(a\)](#), the regulation shall prescribe the application process which a person must complete to engage in the siting, construction, or modification activities described in par. [\(a\)](#). The application shall be in writing and shall contain all of the following information:

- 1.** The name and business address of, and the contact individual for, the applicant.
- 2.** The location of the proposed or affected support structure.
- 3.** The location of the proposed mobile service facility.
- 4.** If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.
- 5.** If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations,

power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.

6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.

(c) If an applicant submits to a political subdivision an application for a permit to engage in an activity described under par. [\(a\)](#), which contains all of the information required under par. [\(b\)](#), the political subdivision shall consider the application complete. If the political subdivision does not believe that the application is complete, the political subdivision shall notify the applicant in writing, within 10 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.

(d) Within 90 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 90 day period:

- 1.** Review the application to determine whether it complies with all applicable aspects of the political subdivision's building code and, subject to the limitations in this section, zoning ordinances.

- 2.** Make a final decision whether to approve or disapprove the application.

- 3.** Notify the applicant, in writing, of its final decision.

- 4.** If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(e) A political subdivision may disapprove an application if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement described under par. [\(b\)](#) **6.**

(f) A party who is aggrieved by the final decision of a political subdivision under par. [\(d\)](#) **2.** may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.

(g) If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.

(h) A political subdivision may regulate the activities described under par. [\(a\)](#) only as provided in this section.

(i) If a political subdivision has in effect on July 2, 2013, an ordinance that applies to the activities described under par. [\(a\)](#) and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the activity.

(3) Collocation on existing support structures.

(a)

1. A class 2 collocation is a permitted use under ss. [59.69](#), [60.61](#), and [62.23](#).

2. If a political subdivision has in effect on July 2, 2013, an ordinance that applies to a class 2 collocation and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the class 2 collocation.

3. A political subdivision may regulate a class 2 collocation only as provided in this section.

4. A class 2 collocation is subject to the same requirements for the issuance of a building permit to which any other type of commercial development or land use development is subject.

(b) If an applicant submits to a political subdivision an application for a permit to engage in a class 2 collocation, the application shall contain all of the information required under sub. [\(2\)\(b\) 1.](#) to [3.](#), in which case the political subdivision shall consider the application complete. If any of the required information is not in the application, the political subdivision shall notify the applicant in writing, within 5 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.

(c) Within 45 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 45 day period:

- 1.** Make a final decision whether to approve or disapprove the application.
- 2.** Notify the applicant, in writing, of its final decision.
- 3.** If the application is approved, issue the applicant the relevant permit.
- 4.** If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(d) A party who is aggrieved by the final decision of a political subdivision under par. [\(c\)](#) [1.](#) may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.

(4) Limitations. With regard to an activity described in sub. [\(2\)](#) [\(a\)](#) or a class 2 collocation, a political subdivision may not do any of the following:

(a) Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.

(b) Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.

(c) Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the political subdivision.

(d) Charge a mobile radio service provider a fee in excess of one of the following amounts:

1. For a permit for a class 2 collocation, the lesser of \$500 or the amount charged by a political subdivision for a building permit for any other type of commercial development or land use development.

2. For a permit for an activity described in sub. [\(2\)](#) [\(a\)](#), \$3,000.

(e) Charge a mobile radio service provider any recurring fee for an activity described in sub. [\(2\)](#) [\(a\)](#) or a class 2 collocation.

(f) Permit 3rd party consultants to charge the applicant for any travel expenses incurred in the consultant's review of mobile service permits or applications.

(g) Disapprove an application to conduct an activity described under sub. [\(2\)](#) [\(a\)](#) based solely on aesthetic concerns.

(gm) Disapprove an application to conduct a class 2 collocation on aesthetic concerns.

(h) Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.

(i) Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. There is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this paragraph.

(j) Prohibit the placement of emergency power systems.

(k) Require that a mobile service support structure be placed on property owned by the political subdivision.

(L) Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.

(m) Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the political subdivision at less than the market rate, or to provide the political subdivision other services via the structure or facilities at less than the market rate.

(n) Limit the duration of any permit that is granted.

(o) Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.

(p) Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity.

(q) Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.

(r) Impose a setback or fall zone requirement for a mobile service support structure that is different from a requirement that is imposed on other types of commercial structures.

(s) Consider an activity a substantial modification under sub. [\(1\)\(s\) 1.](#) or [2.](#) if a greater height is necessary to avoid interference with an existing antenna.

(t) Consider an activity a substantial modification under sub. [\(1\)\(s\) 3.](#) if a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.

(u) Limit the height of a mobile service support structure to under 200 feet.

(v) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application.

(w) Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the political subdivision to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, a political subdivision or an entity in which a political subdivision has a governance, competitive, economic, financial or other interest.

(4e) Setback requirements.

(a) Notwithstanding sub. [\(4\) \(r\)](#), and subject to the provisions of this subsection, a political subdivision may enact an ordinance imposing setback requirements related to the placement of a mobile service support structure that applies to new construction or the substantial modification of facilities and support structures, as described in sub. [\(2\)](#).

(b) A setback requirement may apply only to a mobile service support structure that is constructed on or adjacent to a parcel of land that is subject to a zoning ordinance that permits single-family residential use on that parcel. A setback requirement does not apply to an existing or new utility pole, or wireless support structure in a right-of-way that supports a small wireless facility, if the pole or facility meets the height limitations in s. [66.0414 \(2\) \(e\) 2.](#) and [3.](#)

(c) The setback requirement under par. [\(b\)](#) for a mobile service support structure on a parcel shall be measured from the lot lines of other adjacent and nonadjacent parcels for which single-family residential use is a permitted use under a zoning ordinance.

(d) A setback requirement must be based on the height of the proposed mobile service support structure, and the setback requirement may not be a distance that is greater than the height of the proposed structure.

(5) Applicability. If a county enacts an ordinance as described under sub. [\(2\)](#) the ordinance applies only in the unincorporated parts of the county, except that if a town enacts an ordinance as described under sub. [\(2\)](#) after a county has so acted, the county ordinance does not apply, and may not be enforced, in the town, except that if the town later repeals its ordinance, the county ordinance applies in that town.

History: [2013 a. 20, 173](#); [2019 a. 14](#).

An ordinance that prohibits a mobile service support structure where the structure is not compatible with the adjacent land's current use does not violate sub. (4) (c). *Eco-Site, LLC v. Town of Cedarburg*, [2019 WI App 42, 388 Wis. 2d 375, 933 N.W.2d 179, 18-0580](#).

Denial of a conditional use permit on the basis of lost property values and the detrimental effect on public health and safety and general welfare does not equate to a denial based on aesthetic concerns, which is prohibited by sub. (4) (g) if it is the sole reason. *Eco-Site, LLC v. Town of Cedarburg*, [2019 WI App 42](#), [388 Wis. 2d 375](#), [933 N.W.2d 179](#), [18-0580](#).

In this case, sub. (4) (c), which prohibits political subdivisions from enacting ordinances that prohibit the placement of mobile service support structures “in particular locations” within the political subdivision, preempted the county ordinance that provided that new mobile service support structures could not be closer than one-half mile to existing mobile service support structures. *Savich v. Columbia County Board of Adjustment*, [2024 WI App 43](#), [413 Wis. 2d 140](#), [11 N.W.3d 160](#), [23-0078](#).

Sub. (2) (d) clearly and unambiguously requires that, within 90 days of deeming an application complete, a political subdivision must review the application, make a final decision regarding approval, and formally inform the applicant of the decision in writing, which, if the application is denied, must also include the identification of the specific information relied upon in disapproving the application. Actual compliance, not substantial compliance, with those actions is required. It is not enough to post meeting notes on a website, and the applicant’s attendance at town meetings does not satisfy the statute’s requirements. *State ex rel. United States Cellular Operating Co. v. Town of Fond du Lac*, [2025 WI App 21](#), [415 Wis. 2d 635](#), [19 N.W.3d 663](#), [24-0085](#).

66.0404 Mobile tower siting regulations.**(1) DEFINITIONS.** In this section:

- (a) “Antenna” means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.
- (b) “Application” means an application for a permit under this section to engage in an activity specified in sub. (2) (a) or a class 2 collocation.
- (c) “Building permit” means a permit issued by a political subdivision that authorizes an applicant to conduct construction activity that is consistent with the political subdivision’s building code.
- (d) “Class 1 collocation” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.
- (e) “Class 2 collocation” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in substantial modification.
- (f) “Collocation” means class 1 or class 2 collocation or both.
- (g) “Distributed antenna system” means a network of spatially separated antenna nodes that is connected to a common source via a transport medium and that provides mobile service within a geographic area or structure.
- (h) “Equipment compound” means an area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.
- (i) “Existing structure” means a support structure that exists at the time a request for permission to place mobile service facilities on a support structure is filed with a political subdivision.
- (j) “Fall zone” means the area over which a mobile support structure is designed to collapse.
- (k) “Mobile service” has the meaning given in 47 USC 153 (33).
- (l) “Mobile service facility” means the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.
- (m) “Mobile service provider” means a person who provides mobile service.
- (n) “Mobile service support structure” means a freestanding structure that is designed to support a mobile service facility.
- (o) “Permit” means a permit, other than a building permit, or approval issued by a political subdivision which authorizes any of the following activities by an applicant:
 - 1. A class 1 collocation.
 - 2. A class 2 collocation.
 - 3. The construction of a mobile service support structure.
- (p) “Political subdivision” means a city, village, town, or county.
- (q) “Public utility” has the meaning given in s. 196.01 (5).
- (r) “Search ring” means a shape drawn on a map to indicate the general area within which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.
- (s) “Substantial modification” means the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:
 - 1. For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.
 - 2. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.
 - 3. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.
 - 4. Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.
- (t) “Support structure” means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.

- (u) “Utility pole” means a structure owned or operated by an alternative telecommunications utility, as defined in s. 196.01 (1d); public utility, as defined in s. 196.01 (5); telecommunications utility, as defined in s. 196.01 (10); political subdivision; or cooperative association organized under ch. 185; and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in s. 182.017 (1g) (cq); for video service, as defined in s. 66.0420 (2) (y); for electricity; or to provide light.
- (2) NEW CONSTRUCTION OR SUBSTANTIAL MODIFICATION OF FACILITIES AND SUPPORT STRUCTURES.**
- (a) Subject to the provisions and limitations of this section, a political subdivision may enact a zoning ordinance under s. 59.69, 60.61, or 62.23 to regulate any of the following activities:
1. The siting and construction of a new mobile service support structure and facilities.
 2. With regard to a class 1 collocation, the substantial modification of an existing support structure and mobile service facilities.
- (b) If a political subdivision regulates an activity described under par. (a), the regulation shall prescribe the application process which a person must complete to engage in the siting, construction, or modification activities described in par. (a). The application shall be in writing and shall contain all of the following information:
1. The name and business address of, and the contact individual for, the applicant.
 2. The location of the proposed or affected support structure.
 3. The location of the proposed mobile service facility.
 4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.
 5. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.
 6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant’s search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.
- (c) If an applicant submits to a political subdivision an application for a permit to engage in an activity described under par. (a), which contains all of the information required under par. (b), the political subdivision shall consider the application complete. If the political subdivision does not believe that the application is complete, the political subdivision shall notify the applicant in writing, within 10 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.
- (d) Within 90 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 90 day period:
1. Review the application to determine whether it complies with all applicable aspects of the political subdivision’s building code and, subject to the limitations in this section, zoning ordinances.
 2. Make a final decision whether to approve or disapprove the application.
 3. Notify the applicant, in writing, of its final decision.
 4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.
- (e) A political subdivision may disapprove an application if an applicant refuses to evaluate the feasibility of collocation within the applicant’s search ring and provide the sworn statement described under par. (b) 6.
- (f) A party who is aggrieved by the final decision of a political subdivision under par. (d) 2. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.
- (g) If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.
- (h) A political subdivision may regulate the activities described under par. (a) only as provided in this section.

- (i) If a political subdivision has in effect on July 2, 2013, an ordinance that applies to the activities described under par. (a) and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the activity.
- (3) COLLOCATION ON EXISTING SUPPORT STRUCTURES.**
- (a)**
 - 1. A class 2 collocation is a permitted use under ss. 59.69, 60.61, and 62.23.
 - 2. If a political subdivision has in effect on July 2, 2013, an ordinance that applies to a class 2 collocation and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the class 2 collocation.
 - 3. A political subdivision may regulate a class 2 collocation only as provided in this section.
 - 4. A class 2 collocation is subject to the same requirements for the issuance of a building permit to which any other type of commercial development or land use development is subject.
 - (b)** If an applicant submits to a political subdivision an application for a permit to engage in a class 2 collocation, the application shall contain all of the information required under sub. (2) (b) 1. to 3., in which case the political subdivision shall consider the application complete. If any of the required information is not in the application, the political subdivision shall notify the applicant in writing, within 5 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.
 - (c)** Within 45 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 45 day period:
 - 1. Make a final decision whether to approve or disapprove the application.
 - 2. Notify the applicant, in writing, of its final decision.
 - 3. If the application is approved, issue the applicant the relevant permit.
 - 4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.
 - (d)** A party who is aggrieved by the final decision of a political subdivision under par. (c) 1. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.
- (4) LIMITATIONS.** With regard to an activity described in sub. (2) (a) or a class 2 collocation, a political subdivision may not do any of the following:
- (a)** Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.
 - (b)** Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.
 - (c)** Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the political subdivision.
 - (d)** Charge a mobile radio service provider a fee in excess of one of the following amounts:
 - 1. For a permit for a class 2 collocation, the lesser of \$500 or the amount charged by a political subdivision for a building permit for any other type of commercial development or land use development.
 - 2. For a permit for an activity described in sub. (2) (a), \$3,000.
 - (e)** Charge a mobile radio service provider any recurring fee for an activity described in sub. (2) (a) or a class 2 collocation.
 - (f)** Permit 3rd party consultants to charge the applicant for any travel expenses incurred in the consultant's review of mobile service permits or applications.
 - (g)** Disapprove an application to conduct an activity described under sub. (2) (a) based solely on aesthetic concerns.
 - (gm)** Disapprove an application to conduct a class 2 collocation on aesthetic concerns.
 - (h)** Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.
 - (i)** Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. There is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this paragraph.
 - (j)** Prohibit the placement of emergency power systems.
 - (k)** Require that a mobile service support structure be placed on property owned by the political subdivision.
 - (l)** Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.

- (m) Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the political subdivision at less than the market rate, or to provide the political subdivision other services via the structure or facilities at less than the market rate.
 - (n) Limit the duration of any permit that is granted.
 - (o) Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.
 - (p) Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity.
 - (q) Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.
 - (r) Impose a setback or fall zone requirement for a mobile service support structure that is different from a requirement that is imposed on other types of commercial structures.
 - (s) Consider an activity a substantial modification under sub. (1) (s) 1. or 2. if a greater height is necessary to avoid interference with an existing antenna.
 - (t) Consider an activity a substantial modification under sub. (1) (s) 3. if a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.
 - (u) Limit the height of a mobile service support structure to under 200 feet.
 - (v) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application.
 - (w) Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the political subdivision to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, a political subdivision or an entity in which a political subdivision has a governance, competitive, economic, financial or other interest.
- (4e) SETBACK REQUIREMENTS.**
- (a) Notwithstanding sub. (4) (r), and subject to the provisions of this subsection, a political subdivision may enact an ordinance imposing setback requirements related to the placement of a mobile service support structure that applies to new construction or the substantial modification of facilities and support structures, as described in sub. (2).
 - (b) A setback requirement may apply only to a mobile service support structure that is constructed on or adjacent to a parcel of land that is subject to a zoning ordinance that permits single-family residential use on that parcel. A setback requirement does not apply to an existing or new utility pole, or wireless support structure in a right-of-way that supports a small wireless facility, if the pole or facility meets the height limitations in s. 66.0414 (2) (e) 2. and 3.
 - (c) The setback requirement under par. (b) for a mobile service support structure on a parcel shall be measured from the lot lines of other adjacent and nonadjacent parcels for which single-family residential use is a permitted use under a zoning ordinance.
 - (d) A setback requirement must be based on the height of the proposed mobile service support structure, and the setback requirement may not be a distance that is greater than the height of the proposed structure.
- (5) APPLICABILITY.** If a county enacts an ordinance as described under sub. (2) the ordinance applies only in the unincorporated parts of the county, except that if a town enacts an ordinance as described under sub. (2) after a county has so acted, the county ordinance does not apply, and may not be enforced, in the town, except that if the town later repeals its ordinance, the county ordinance applies in that town.

History: 2013 a. 20, 173; 2019 a. 14.

An ordinance that prohibits a mobile service support structure where the structure is not compatible with the adjacent land's current use does not violate sub. (4) (c). *Eco-Site, LLC v. Town of Cedarburg*, 2019 WI App 42, 388 Wis. 2d 375, 933 N.W.2d 179, 18-0580.

Denial of a conditional use permit on the basis of lost property values and the detrimental effect on public health and safety and general welfare does not equate to a denial based on aesthetic concerns, which is prohibited by sub. (4) (g) if it is the sole reason. *Eco-Site, LLC v. Town of Cedarburg*, 2019 WI App 42, 388 Wis. 2d 375, 933 N.W.2d 179, 18-0580.

In this case, sub. (4) (c), which prohibits political subdivisions from enacting ordinances that prohibit the placement of mobile service support structures "in particular locations" within the political subdivision, preempted the county ordinance that provided that new mobile service support structures could not be closer than one-half mile to existing mobile service support structures. *Savich v. Columbia County Board of Adjustment*, 2024 WI App 43, 413 Wis. 2d 140, 11 N.W.3d 160, 23-0078.

Sub. (2) (d) clearly and unambiguously requires that, within 90 days of deeming an application complete, a political subdivision must review the application, make a final decision regarding approval, and formally inform the applicant of the decision in writing, which, if the application is denied, must also include the identification of the specific information relied upon in disapproving the application. Actual compliance, not substantial compliance,

with those actions is required. It is not enough to post meeting notes on a website, and the applicant's attendance at town meetings does not satisfy the statute's requirements. State ex rel. United States Cellular Operating Co. v. Town of Fond du Lac, 2025 WI App 21, 415 Wis. 2d 635, 19 N.W.3d 663, 24-0085.

Menu

2023-24 Wisconsin Statutes updated through 2025 Wis. Act 87 and through all Supreme Court Orders and Controlled Substances Board Orders filed before and in effect on March 1, 2026. Published and certified under s. 35.18. Changes effective after March 1, 2026, are designated by NOTES. (Published 3-1-26)

522579

E A S E M E N T

THIS INDENTURE made this 5TH day of May, 1960, by and between Herbert C. Glausen and Dorothy Glausen, his wife, parties of the first part, and L. L. Sutton and Celeste Sutton, his wife, Armin P. Hille and Wilma Hille, his wife, and Luke Reuter and Lucille Reuter, his wife, parties of the second part.

WHEREAS, the parties of the first part have this date purchased from the parties of the second part all right, title and interest in and to the premises herein described as parcel 1, and

WHEREAS, as a part of the consideration of said purchase and sale certain vehicular parking rights were to be had over said premises,

NOW THEREFORE, in consideration of said purchase and sale and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do by these presents grant and convey unto themselves and said parties of the second part an easement, on, upon, and over the following described premises situated in Waukesha County, Wisconsin, to-wit:

PARCEL 1:

That part of Lot 15 and lot 16, Block B, original plat of the Village of Menomonee Falls, being a subdivision of part of the Southwest 1/4 of Section 3, Town 8 North, Range 20 East, Village of Menomonee Falls, bounded and described as follows:

Beginning at the Southeast corner of said lot 16, Block B, thence South 77 degrees 38 minutes West, 247.55 feet; thence North 35 degrees 29 minutes 14 seconds West 142.39 feet; thence North 52 degrees 00 minutes East, 100.00 feet; thence South 38 degrees 33 minutes East 66.00 feet; thence North 60 degrees 26 minutes East, 117.90 feet; thence South 37 degrees 50 minutes East, 166.25 feet to the point of beginning.

Said easement being for the sole and only purpose of a vehicular parking lot and to accrue to the benefit of the following described premises, to-wit:

PARCEL 2:

Situated in the Village of Menomonee Falls, Waukesha County, WIS., to-wit:

That certain piece, or parcel of land, bounded and described as follows: Commencing at a point in the Easterly line of Fond du Lac Avenue, Seventy-five (75) feet Northwesterly from the Northwesterly corner of Lot one (1) Block "A" of the Plat of the Village of Menomonee Falls, running thence Easterly and parallel with the North line of said Lot One (1) One Hundred and Sixty (160) feet to the Westerly line of Second Avenue sometimes referred to as an alley, thence Northwesterly along the Westerly line of Second Avenue, thirty-three (33) feet, thence Westerly on a line parallel with the North line of said Lot One (1) One Hundred Sixty (160) feet, to the Easterly line of Fond du Lac Ave., thence Southeasterly along the Easterly line of said Fond du Lac Ave., thirty-three (33) feet to the place of beginning; the same being part of Lot Two (2) of Block "A" of the Plat of the Village of Menomonee Falls.

That part of Lot # 4, in Block "A", of the Original Plat of the Village of Menomonee Falls, Waukesha County, Wisconsin, described as follows: Commencing at an iron pipe at the most Westerly corner of said Lot # 4, thence running Southeasterly along the Easterly line of North Fond du Lac Avenue 10.00 feet to the place of beginning, thence Northeasterly and parallel to the Northwesterly line of said Lot 160.00 feet to the Southwest-erly line of Chruch Street, thence Southeasterly along said Street line 58.00 feet, thence Southwesterly 160.00 feet to the Easterly line of Fond du Lac Avenue, thence Northwesterly along said Street line 57.50 feet to the place of beginning, and containing 9240.00 square feet.

PARCEL 3:

That piece or parcel of land in the Village of Menomonee Falls, Waukesha County, Wisconsin, described in a deed from the heirs of Isaac Leister to Lovina Leister, dated February 14, 1885, and recorded in the office of the Register of Deeds of Waukesha County on March 18, 1885 in Volume 62 of Deeds, on page 153, which piece or parcel of land is also known and described as Lot 9 of Block B, according to a survey and Plat of the Village of Menomonee Falls, made by William Powrie in August, 1887, and recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, on the 23rd day of April, 1888, in Volume 3 of Plats, on pages 49 and 50; excepting and reserving therefrom a piece off of East end thereof, the Southerly line of which is 80 feet, the Westerly 105.75 feet, the Northerly 55 feet and Easterly 128.75, more particularly described in a deed from Lovina Leister to C. W. Fraser, dated May 1, 1896, and recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, May 2, 1896, in Volume 89 of Deeds, on page 316.

PARCEL 4:

The North forty-two (42) feet of Lot 5 Block "B", Original Plat of the Village of Menomonee Falls, Waukesha County, Wisconsin. Said parcel is to have a width of 42 feet on Fond du Lac Avenue and 42 feet on the rear line of said parcel.

PARCEL 5:

All that part of Lot Numbered Eight (8), in Block Lettered "B" according to the map of the Village of Menomonee Falls, as recorded in the office of the Register of Deeds of said Waukesha County, in Volume Three (3) of "Plats", on page fifty (50), bounded and described as follows, viz:

Beginning at a point in the easterly line of said Lot Eight (8), said point being on the Westerly line of Fond du Lac Avenue, and being North 37 degrees West 190.5 feet distant from the intersection of the northerly line of Main Street with the westerly line of said Fond du Lac Avenue; thence South 74 degrees 44 minutes West 161.29 feet to the westerly line of said Lot Eight (8); thence North 37 degrees West along the Southwesterly line of said Lot Forty (40) feet; thence North 60 degrees 57 minutes East 161.50 feet to the said westerly line of said Fond du Lac Avenue; thence South 37 degrees East along said westerly line forty (40) feet to the place of beginning. Said land being described in the inventory and final Decree in the Estate of Eugene K. Christman as follows; Lot numbered Two (2) and the South Half (S-1/2) of Lot Numbered Three (3) on the west side of the Fond du Lac Road and north of the Waukesha Road, said lots being together One Hundred (100) feet fronting on the Fond du Lac Road and extending West 160 feet to the alley and being ninety (90) feet wide along said alley; being a part of the Southwest Quarter (SW-1/4) of Section Three (3), Township eight (8) north of range twenty (20) East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, said premises being also described as Lot Eight (8) in Block "B" of the Plat of the Village of Menomonee Falls as recorded on page 50, Volume 3 of "Plats" of Waukesha County. Excepting from the above described premises the lands conveyed to Elmore Bast by Deed dated April 28th, 1931, and recorded in Volume 230 of Deeds on Page 322.

It being the intention herein that said easement shall accrue to the benefit of said parcels 2, 3, 4 and 5 as heretofore described and to no other lands, excepting that said use which accrues to the benefit of the owners, customers, tenants, and employees as they pertain to said parcels 2, 3, 4 and 5, heretofore described.

It is understood that said use shall be limited to the business hours of commercial establishments occupying said parcels 2, 3, 4 and 5.

It being further understood that the parties of the first part shall have the right to restrict employees' use to a designated area of the parking lot and shall have the further right to promulgate reasonable rules and regulations for the parking lot.

It is further understood that the parties of the first part shall have the right to build upon parcel 1, above described, but in that event a like and suitable area shall be provided in substitution thereof under the same terms and conditions as set forth in this easement.

Said easement shall run with parcel 1 above described and to the benefit of said parcels 2, 3, 4 and 5 only until mutually voided or amended by all the owners of said parcels 1, 2, 3, 4 and 5, their heirs and assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 5th day of May, 1960.

Signed and sealed in Presence of:

Daniel A. Kraemer
Daniel A. Kraemer

HARRY L. HART
HARRY L. HART

Herbert C. Glausen
Herbert C. Glausen

Dorothy Glausen
Dorothy Glausen

STATE OF WISCONSIN
COUNTY OF WAUKESHA ^{SS}

Personally came before me this 5th day of May, 1960, the above named Herbert C. Glausen and Dorothy Glausen, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Daniel A. Kraemer
Daniel A. Kraemer
Notary Public, Waukesha County
My commission expires 10-29-61

This instrument was drafted by DANIEL A. KRAEMER

REGISTER'S OFFICE

Waukesha Co., Wis.

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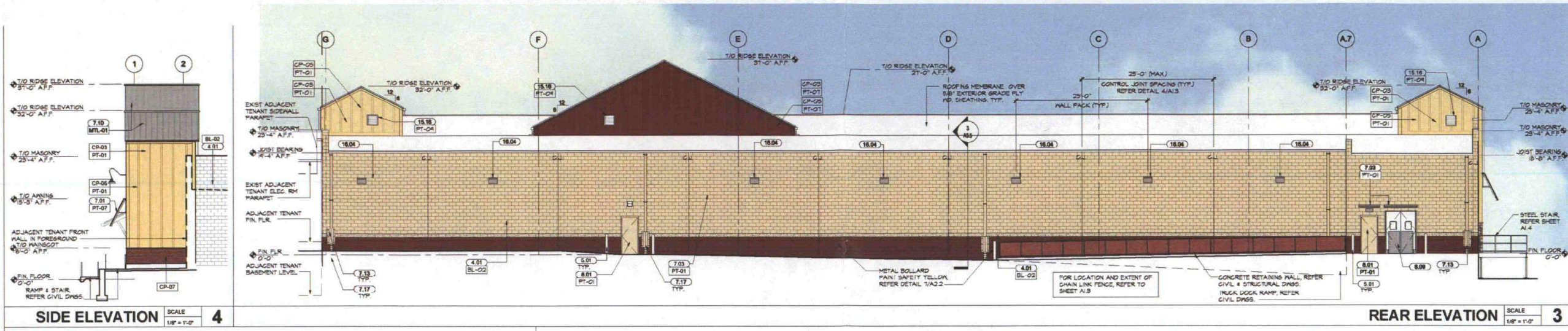
Marie L. Lattner

REGISTERED

James H. Lattner.

New Falls

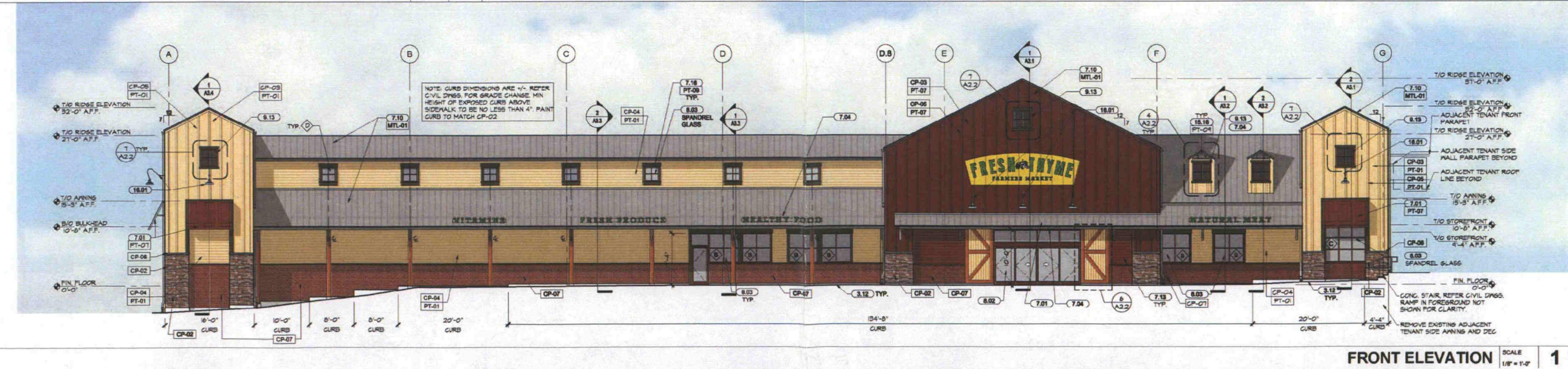
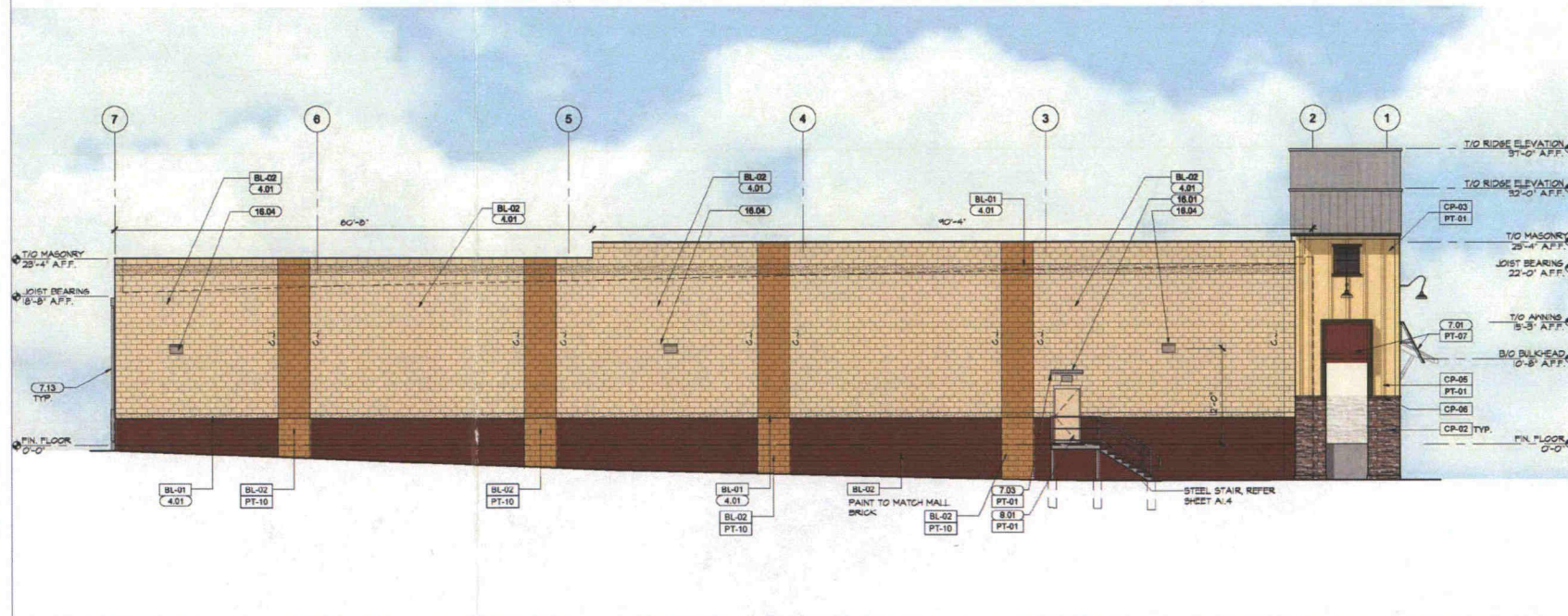
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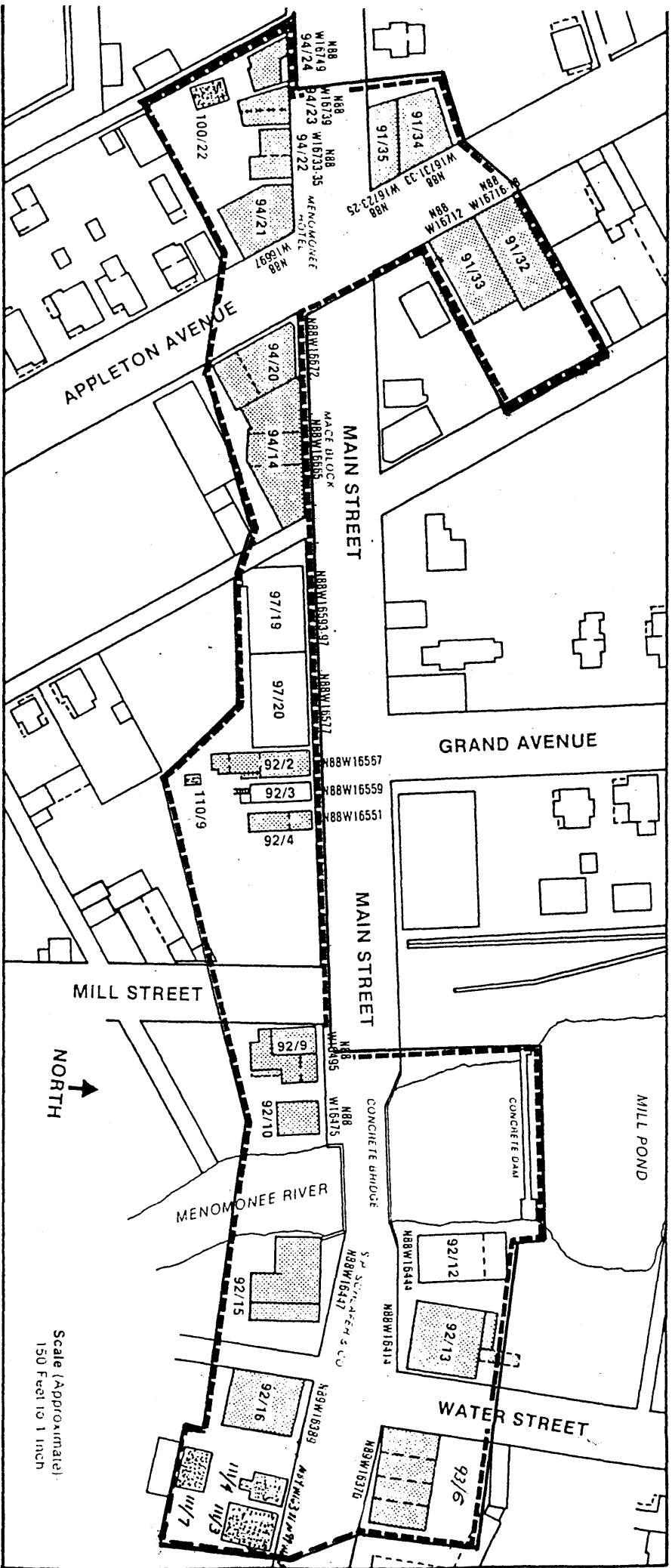


EXTERIOR/VESTIBULE INTERIOR FINISH LEGEND

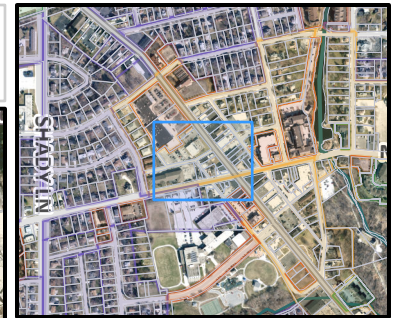
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PT-01 PAINT	SHERWIN WILLIAMS	SW 7004 CONCORD BLUFF	EDGEHILL FINISH, PROVIDED AND INSTALLED BY GC
PT-02 PAINT	SHERWIN WILLIAMS	SW 6371 VANILLIN	EDGEHILL FINISH, PROVIDED AND INSTALLED BY GC
PT-03 PAINT	SHERWIN WILLIAMS	SW 2818 ROCKWOOD DARK GREEN	EDGEHILL FINISH, PROVIDED AND INSTALLED BY GC
PT-04 PAINT	SHERWIN WILLIAMS	SW 2828 NOBLOOM COPPER RED	EDGEHILL FINISH, PROVIDED AND INSTALLED BY GC
PT-05 PRIMER	ZINGST		PROVIDED AND INSTALLED BY GC
PT-10 PAINT	SHERWIN WILLIAMS	SW 7004 CONCORD BLUFF	EDGEHILL FINISH, PROVIDED AND INSTALLED BY GC
PT-11 PAINT	SHERWIN WILLIAMS	SW 7004 CONCORD BLUFF	EDGEHILL FINISH, PROVIDED AND INSTALLED BY GC
ST-05 STAIN	SHERWIN WILLIAMS	WOODSCAPES SEMI-TRANSPARENT STAIN SW 3013 SPICE CHEST W/ CLEAR SEALER	STAIN ON BARN DOORS, PROVIDED AND INSTALLED BY GC
ST-06 STAIN	SHERWIN WILLIAMS	WOODSCAPES SEMI-TRANSPARENT STAIN SW 3023 WHITE BIRCH W/ CLEAR SEALER	STAIN ON BARN DOORS, PROVIDED AND INSTALLED BY GC
EXTERIOR WALL FINISH MATERIAL			
CP-02 FIBER CEMENT PANEL, STONE VENEER	NICHHA	KURASTONE DESERT	PROVIDED AND INSTALLED BY GC, PER HARDWARE INSTALLATION REQUIREMENTS
CP-03 FIBER CEMENT PANEL, BOARD	JAMES HARDIE	4" FIBER, SELECT CEDARHILL	PROVIDED AND INSTALLED BY GC, PER HARDWARE INSTALLATION REQUIREMENTS
CP-04 FIBER CEMENT PANEL, LAP BOARD	JAMES HARDIE	SELECT CEDARHILL	PROVIDED AND INSTALLED BY GC, PER HARDWARE INSTALLATION REQUIREMENTS
CP-05 FIBER CEMENT PANEL, TRIM	JAMES HARDIE	SMOOTH, RUSTIC GRAIN BATTEN BOARD AT BOARD EDGES	PROVIDED AND INSTALLED BY GC, PER HARDWARE INSTALLATION REQUIREMENTS
CP-06 FIBER CEMENT PANEL, SILL (ACCESSORY)	NICHHA	CHISEL TAN	PROVIDED AND INSTALLED BY GC, PER HARDWARE INSTALLATION REQUIREMENTS
CP-07 FIBER CEMENT PANEL, BRICK	NICHHA	PLYMOUTH BRICK	PROVIDED AND INSTALLED BY GC, PER HARDWARE INSTALLATION REQUIREMENTS
METAL			PROVIDED AND INSTALLED BY GC
MTL-01 STANDING SEAM ROOF PANELS	BERKROG CEE-LOCK	ZINC-COTE	PROVIDED AND INSTALLED BY GC
MTL-02 METAL COILING	KUTHER	COLOR TO MATCH ZINC-COTE	PROVIDED AND INSTALLED BY GC
BL-01 ROCKY ACRE BLOCK		12" PAINTED CMU	COLOR TO MATCH ANKOR 311 GOLD-LEAF
BL-02 SMOOTH FACE BLOCK		12" PAINTED CMU	COLOR TO MATCH ANKOR 311 GOLD-LEAF
CL-02 ACoustICAL TILE CEILING	ARMSTRONG	SUSPENDED T-BAR SYSTEM WITH 2'-0" X 4'-0" ACoustICAL CEILING TILE, CHICAGO METALLIC 120 SYSTEM WITH ARMSTRONG CORTESA FIBER TILE	PROVIDED AND INSTALLED BY GC, CLIPS ARE TO BE USED IN THE CART STORAGE AREA
CL-03 TIN CEILING	ARMSTRONG	SUSPENDED T-BAR SYSTEM WITH 2'-0" X 4'-0" METAL WORKING TILE, 1/2" X 1/2" X 1/2" GALV. STEEL, FINISH WITH MATCHING 1/2" X 1/2" X 1/2" GALV. STEEL	PANELS TO BE BACKED WITH 5/8" GYP BOARD AND CLIPS ARE TO BE USED TO ENSURE PANELS STAY IN PLACE, PROVIDED AND INSTALLED BY GC
TL-03 PORCELAIN TILE	DALTILE	18" X 18" POLISHED, PORCELAIN, OCEANIC 2283	
GT-01 EPOXY GROUT	MAPEI	#85 WHITE / BLANCO / EPOXY GROUT 1"	

MATERIAL LEDGEND SCALE NTS **5**





Actual Line of Sign - 2026 Proposal



Legend

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Override 1
- Override 2

Notes

Printed Date: 4/10/2026 10:02 AM

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



29. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.

Fire department access roads shall:

30. Have an unobstructed width of not less than 20 ft.
31. Have unobstructed vertical clearance of not less than 13 ft 6 in.
32. Be designed and maintained to support the imposed loads of fire apparatus.
33. Have an unobstructed width of not less than 26 ft. for aerial apparatus access if the grade to the highest roof surface exceeds 30 ft.
34. Have an angle of approach and departure not exceed 1 ft drop in 20 ft.
35. Have turning radii that meet the WB-50 Template.
36. Dead-end fire department access roads in excess of 150 ft in length shall be provided with approved provisions for the fire apparatus to turn around.
37. Landscaping and plantings must be installed/maintained so that it does not interfere with fire department access.
38. Fire Department access per NFPA 1 and fire lanes must be maintained throughout the project.

Vote: 7 - 0 Motion Carried

Consideration of a recommendation to the Village Board of Trustees on the request of **DEREK B. MCGREW, CELLUSITE, LLC**, to obtain a Conditional Use Permit allowing for the installation of a new wireless communication facility located at **N89W16785 APPLETON AVENUE** in the C-2 Community Business Zoning District with the OVC Village Centre Overlay. The subject site is identified by Tax Key Number 11.229.

Derek McGrew (Cellusite, LLC) addressed the Plan Commission and presented the item.
Rodney Carter (Husch Blackwell) addressed the Plan Commission.

Motion by Commissioner Paul Curtiss, second by Commissioner Chris Rolenc to recommend denial to the Village Board of the Conditional Use Permit allowing an 80' wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay based on the following substantial evidence:

Under Section 122-433(a)(4)j.:

1. The proposed 80' tower is not a monopole structure, but described as an approximate 15' x 15' "stealth structure".
2. The proposed 80' tower will have potential impacts to historic or cultural resources listed, or eligible for listing, on the National Register of Historic Places including height and design theme inconsistencies along with affecting the character of the historic downtown area.
3. The proposed 80' tower will not be architecturally compatible and consistent with surrounding buildings and structures as it would be substantially taller than surrounding one and two-story buildings and would be visually dominant in the Village Centre Overlay District.
4. Equipment buildings shall be located, designed and screened to reduce visual impacts to the extent feasible considering the technological requirements of the proposed personal wireless services and the need to be compatible with neighboring residences and the character of the community. A landscape screening plan for the easement area was submitted the day of this meeting. No other site improvements are proposed.

Under Section 122-354(a):

5. Existing context and scale:

The surrounding area consists primarily of one and two-story buildings ranging from about 15' to 37' in

height consistent with the Village Centre Overlay District Sec. 122-354(a) design theme.

6. Historic design theme:

The proposed 80' tower is not consistent with the historic architectural styles, forms or development patterns described in Sec.122-354(a) which notes small scale, one or two-story structures, traditional building materials and minimal exterior appurtenances.

7. Height relative to Village Centre Overlay District standard:

The proposed 80' tower exceeds the height of adjacent structures by more than two to three times and exceeds the code limit under Section 122-354(b)(3) that buildings not be more than one story taller than adjacent structures.

8. Consistency with the purpose of the Village Centre Overlay District:

Approval of the 80' tower would be inconsistent with the stated purpose of the Village Centre Overlay District to preserve historic character and maintain a consistent visual image.

9. Visual Impact:

The proposed 80' tower would be visible from multiple viewpoints in the adjacent historic district as shown in the applicant's provided exhibits disrupting the established historic streetscape.

The public hearing is scheduled for the July 6, 2026 Village Board meeting.

Vote: 6 - 1 Motion Carried

Nay: Commissioner Steve Bruskiewicz

ADJOURNMENT

Motion by Commissioner Paul Curtiss, second by Commissioner Chris Rolenc to adjourn the meeting at 8:41 pm.

Vote: 7 - 0 Motion Carried

Submitted by Amy Bennett
Minutes transcribed by Amy Bennett
Minutes approved on

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



PROJECT : NSB
SITE # : WI2113
FA # : 15515908
PTN # : 3352A10VV1
PACE # : MRCHI063499
JURISDICTION : CITY OF MENOMONEE FALLS

SITE NAME : APPLETON AVE
ADDRESS : N89 W16785 APPLETON AVE
MENOMONEE FALLS, WI 53051



AT&T
MOBILITY

PROJECT INFORMATION	
SITE NAME:	APPLETON AVE
COUNTY:	CITY OF MENOMONEE FALLS
ADDRESS:	N89 W16785 APPLETON AVE MENOMONEE FALLS, WI 53051
ZONING DISTRICT:	CITY OF MENOMONEE FALLS
SITE NUMBER:	WI2113
FA NUMBER:	15515908
PTN #:	3352A10VV1
PACE:	MRCHI063499
USID:	307717
LATITUDE:	43° 10' 45.6398" N (43.17934440°)
LONGITUDE:	88° 07' 09.3832" W (-88.11927312°)
GROUND ELEVATION:	876' A.M.S.L.
PROPERTY OWNER:	FPOC LLC N89W16785 APPLETON AVE. MENOMONEE FALLS, WI 53051
POWER COMPANY:	WE ENERGIES
FIBER VENDOR:	AT&T PHONE (888) 901-2779
APPLICANT:	AT&T WIRELESS 930 NATIONAL PARKWAY SCHAUMBURG, IL 60173

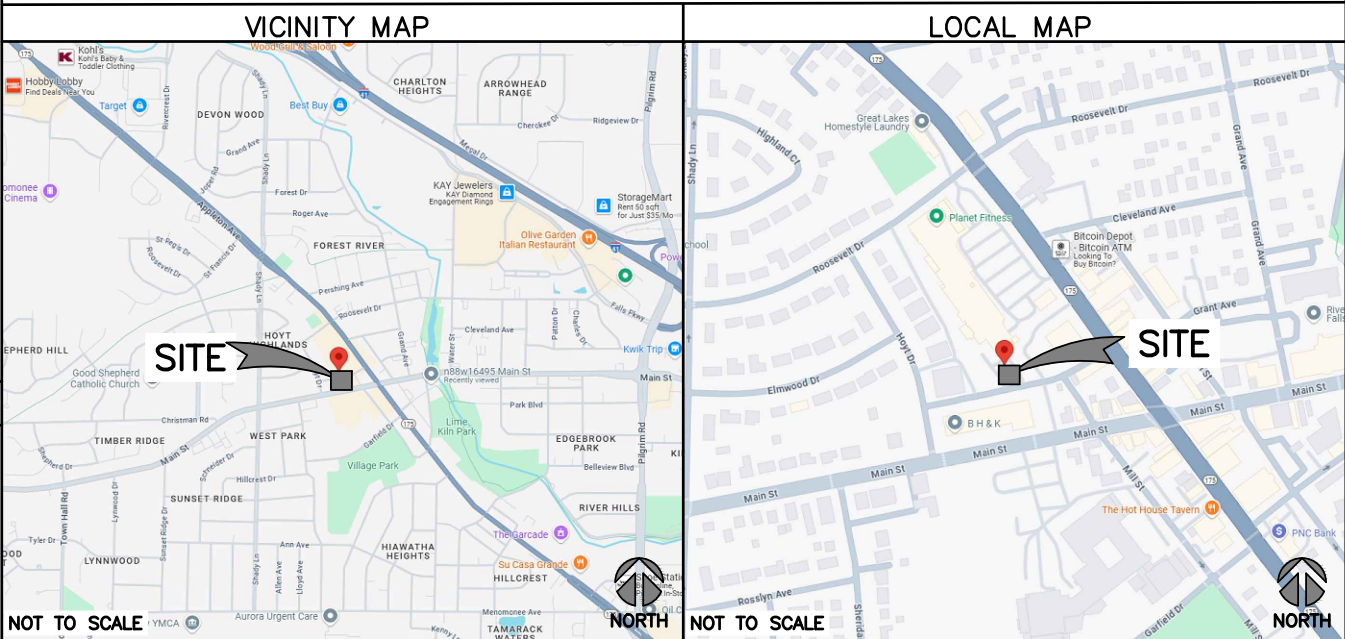
PROJECT CONSULTANTS	
PROJECT MANAGEMENT:	MASTEC COMMUNICATIONS GROUP CONTACT: STEFANIE ASH EMAIL: STEFANIE.ASH@MASTEC.COM PHONE: (352) 729-1058
ARCHITECTURE & ENGINEERING:	JOHN M BANKS 604 FOX GLEN BARRINGTON, IL 60010 PHONE: (847)-212-8354
SITE ACQUISITION:	MASTEC COMMUNICATIONS GROUP CONTACT: STEFANIE ASH EMAIL: STEFANIE.ASH@MASTEC.COM PHONE: (352) 729-1058
AT&T CONSTRUCTION MANAGER:	TIMOTHY KAMENTZ EMAIL: TK9364@ATT.COM PHONE: 847-243-7923

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

INSTALL (1) PROPOSED 80'-0" STEALTH TOWER, INSTALL PROPOSED FENCED COMPOUND, INSTALL NEW ELECTRICAL AND FIBER SERVICE, INSTALL (1) PROPOSED ANTENNA PLATFORM WITH HANDRAIL KIT. INSTALL (9) PROPOSED AT&T PANEL ANTENNAS (3) PER SECTOR (TYP. OF 3 SECTORS), INSTALL (9) PROPOSED AT&T RRUS (3) PER SECTOR (TYP. OF 3 SECTORS), INSTALL PROPOSED AT&T W.U.C. AND PROPOSED AT&T GENERATOR ON CONCRETE PAD, INSTALL (2) DC9 FULL SQUIDS, INSTALL (6) PROPOSED AT&T 6 AWG DC TRUNK LINES, INSTALL (2) PROPOSED AT&T 24 PAIR FIBER LINES, INSTALL PROPOSED DC/FIBER JUMPERS.



DRAWING INDEX	
T1	TITLE SHEET
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B-1.1	SURVEY
B-1.2	SURVEY
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SP2	NOTES & SPECIFICATIONS
SP3	NOTES & SPECIFICATIONS
SP4	NOTES & SPECIFICATIONS
A0	OVERALL SITE PLAN
A1	SITE PLAN
A2	COMPOUND PLAN & LEGEND
A2.1	LANDSCAPE PLAN
A3	TOWER ELEVATION & ANTENNA PLAN
A4	SCHEDULE & CABLE NOTES
A5	ANTENNA, RRH, RRUS, RAYCAP DETAILS
A5.1	DETAILS
A6	EQUIPMENT LAYOUT
A7	CONCRETE PAD DETAILS
A8	EQUIPMENT SPECIFICATION
A9	FENCE DETAILS
E1	UTILITY PLAN AND DETAILS
E2	H-FRAME DETAIL AND PANEL SCHEDULE
E3	EQUIPMENT GROUNDING PLAN & DETAILS
E4	GENERIC ANTENNA GROUNDING - SLD
E5	GROUNDING DETAILS
E6	GROUNDING DETAILS
RF	RFDS PLUMBING DIAGRAM
SIGNAGE	SIGNAGE REQUIREMENTS
	STEALTH TOWER DRAWINGS BY RAYCAP

Know what's below.
Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CALL LOCAL STATE ONE CALL

TOLL FREE: 1-800-242-8511 OR
www.diggershotline.com

WISCONSIN STATUTE
REQUIRES MIN OF 2
WORKING DAYS NOTICE
BEFORE YOU EXCAVATE

CODE COMPLIANCE
- TIA/EIA-222-H - WISCONSIN STATE BUILDING CODE - WISCONSIN STATE ELECTRIC CODE

REFERENCE MATERIALS
CONTRACTOR TO USE LATEST VERSION OF THE RFDS DATED N/A WITH THE CD's PER SCOPE OF WORK.

SPECIAL NOTES
- ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT AT&T CONSTRUCTION INSTALLATION GUIDE. - EXISTING CONDITIONS WILL BE CHANGED & VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED & CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY. - THESE DRAWINGS ARE FULL SIZE & SCALEABLE ON 11"x17" SHEET SIZE. - STATEMENT THAT COMPLIANCE WITH THE ENERGY CODE IS NOT REQUIRED. -SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS TO EXTERIOR ENVELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.
DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



NSB
15515908/WI2113
APPLETON AVE
N89 W16785 APPLETON AVE
MENOMONEE FALLS, WI 53051

REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
1	05/28/26	PERMIT/CONSTRUCTION	SH
0	08/18/25	PERMIT/CONSTRUCTION	CG
B	05/05/25	90% REVIEW	CG
A	04/25/25	PREVIEW CDS	CG
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

SIGNED: 05/28/26

JOHN M. BANKS
8719-005
SOUTH ELGIN, IL

EXP. DATE: 07/31/2028

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR / CM – **MASTEC NETWORK SOLUTIONS**
SUB–CONTRACTOR – **PER TRADE**
OWNER – **AT&T WIRELESS**
2. SITE WORK (IF APPLICABLE) SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO DEPICT THE DESIGN INTENT OF THE INSTALLATION.
4. ANY MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
5. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER’S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
6. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL DOCUMENT & PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
7. CONTRACTOR / SUBCONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
8. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ANY UTILITIES DAMAGED DURING THE COURSE OF CONSTRUCTION AND COORDINATE ANY REPAIRS WITH UTILITY COMPANY.
9. N /A
10. N/A
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.

SITE PREPARATION:

SUB–CONTRACTOR’S SCOPE OF WORK

1. PROTECTION OF EXISTING TREES,VEGETATION AND LANDSCAPING MATERIALS WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES.
2. CLEARING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.
3. TOPSOIL STRIPPING AND STOCKPILING.
4. TEMPORARY PROTECTION OF ADJACENT PROPERTY, STRUCTURES, BENCHMARKS, AND MONUMENTS.

SUB–CONTRACTORS QUALITY ASSURANCE

1. SUB–CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE, ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE SUB–CONTRACTOR AT NO EXPENSE TO THE OWNER.
2. SUB–CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE WILL BE THE RESPONSIBILITY OF THE SUB–CONTRACTOR AND COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE SUB–CONTRACTORS EXPENSE.

SITE WORK:

EARTHWORK AND DRAINAGE

PART 1 – GENERAL

1. WORK INCLUDED: SEE SITE PLAN.
2. DESCRIPTIONS

ACCESS DRIVE W/ TURNAROUND AREA, LEASE AREA, AND IF APPLICABLE UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.

3. QUALITY ASSURANCE

- A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER’S RECOMMENDATIONS (AS NEEDED).
- B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
- C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
4. SEQUENCING

- A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- B. COMPLETELY GRUB THE ACCESS DRIVE W/ TURNAROUND, UNDERGROUND UTILITY EASEMENTS, (IF APPLICABLE) AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION, PLACEMENT OF BACKFILL AND SUB–BASE MATERIAL.
- C. CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE.
- D. BRING THE LEASE AREA AND ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION PRIOR TO INSTALLING FOUNDATION.
- E. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
- F. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH.
- G. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.
- H. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

5. SUBMITTALS

A. BEFORE CONSTRUCTION IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO COPIES OF THE LANDSCAPE PLAN UNDER NURSERY LETTERHEAD. IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD (REFER TO PLANS FOR LANDSCAPING REQUIREMENTS).

B. AFTER CONSTRUCTION

1. MANUFACTURER’S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZED.
2. MANUFACTURER’S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER
3. LANDSCAPING WARRANTY STATEMENT.

6. WARRANTY

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.
- B. SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE ROAD AND SITE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- C. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 – PRODUCTS

1. MATERIALS

A. SOIL STERILIZER SHALL BE EPA–REGISTERED, PRE–EMERGENCE LIQUID:

TOTAL KILL PRODUCT 910 EPA 10292–7
PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 563–8000
AMBUSH HERBICIDE EPA REGISTERED
FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083 (800) 526–4924

B. ROAD AND SITE MATERIALS SHALL CONFORM TO TDOT SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) – ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.

C. SOIL STABILIZER FABRIC SHALL BE MIRAFI – 500X.

PART 3 – EXECUTION

1. INSPECTIONS

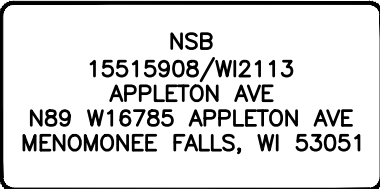
LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.

2. PREPARATION

- A. CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURN–AROUND AND UNDER GROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION.
- B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES BELOW GRADE.
- C. UNLESS OTHERWISE INSTRUCTED BY AT&T, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
- E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

3. INSTALLATION

- A. GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURNAROUND AS REQUIRED IN ORDER THAT UPON DISTRIBUTION OF SPOILS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB–BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADES, OR INDICATED SLOPES.
- B. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND ~~DO NOT~~ SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
- C. BRING THE ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION TO FACILITATE CONSTRUCTION AND OBSERVATION DURING CONSTRUCTION OF THE SITE.
- D. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- E. THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED.
- F. WHEN IMPROVING AN EXISTING ACCESS DRIVE, GRADE THE EXISTING DRIVE TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- G. PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
- H. THE TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE (1) FOOT BEYOND THE SITE FENCE (UNLESS OTHERWISE NOTED) AND SHALL COVER THE AREA AS INDICATED.
- I. APPLY RIPRAP TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1.
- J. APPLY RIPRAP TO THE SIDES OF DITCHES OR DRAINAGE SWALES.
- K. RIPRAP ENTIRE DITCH FOR SIX (6) FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
- L. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
- M. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES, OR CULVERTS BE PLACED SO THAT THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
- N. IN DITCHES WITH SLOPES GREATER THAN 10%, MOUND DIVERSIONARY HEADWALLS IN THE DITCH AT CULVERT ENTRANCES. POSITION THE HEADWALL AT AN ANGLE NO GREATER THAT 60 DEGREES OFF THE DITCH LINE. RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CULVERT ENTRANCE.
- O. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
- P. SOW SEED IN TWO DIRECTIONS IN TW.U.C.E THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.



REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
1	05/28/26	PERMIT/CONSTRUCTION	SH
0	08/18/25	PERMIT/CONSTRUCTION	CG
B	05/05/25	90% REVIEW	CG
A	04/25/25	PREVIEW CDS	CG
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

SIGNED: 05/28/26


JOHN M. BANKS
8719-005
SOUTH ELGIN, IL

EXP. DATE: 07/31/2028

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN

SHEET TITLE

NOTES & SPECIFICATIONS

SHEET NUMBER

SP1

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Q. ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

4. FIELD QUALITY CONTROL

COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.

5. PROTECTION

A. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE, AND SECURED TO 2" X 2" X 4'-0" WOODEN STAKES EXTENDING TWO- FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
C. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

TRENCHING:

MATERIALS SUB-CONTRACTOR SHALL:

- FILL MATERIAL SHALL BE OBTAINED TO THE MAXIMUM EXTENT POSSIBLE FROM EXCAVATIONS ON SITE. THE STRUCTURAL FILL SHOULD BE SAND AND SHALL BE APPROVED BY THE CONSTRUCTION MANAGER AND SHALL CONFORM TO LOCAL GOVERNING JURISDICTION AND UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL CONTAIN NO ORGANIC MATERIAL, ROCKS, OR OBJECTIONABLE MATERIALS AND/OR MATERIALS DESIGNATED AS HAZARDOUS OR INDUSTRIAL BY THE EPA. THE FILL MATERIAL SHALL CONTAIN FINES SUFFICIENT TO FILL ALL VOIDS IN THE MATERIAL. BACKFILL OR BORROW SOIL SHALL BE PLACED IN 6" LOOSE LIFTS.

PIPE DETECTION AND IDENTIFICATION SUB-CONTRACTOR SHALL:

- UTILIZE WARNING TAPE. ALL UTILITY SERVICE TRENCHES SHALL BE MARKED WITH WARNING TAPE.

TRENCH EXCAVATION SUB-CONTRACTOR SHALL:

- DIG TRENCH TO LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.
- TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT WITHOUT ENDANGERING OTHER CONSTRUCTION WORK OR ADJACENT FACILITIES.
- DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY AS DIRECTED BY THE CONSTRUCTION MANAGER.
- USE HAND TRENCHING METHODS FOR EXCAVATION THAT CANNOT BE ACCOMPLISHED WITHOUT ENDANGERING EXISTING OR NEW STRUCTURES AND OTHER FACILITIES.

TRENCH PROTECTION SUB-CONTRACTOR SHALL:

- PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.
- SHEETING AND BRACING TO MEET OR EXCEED OSHA REQUIREMENTS.

BACKFILLING SUB-CONTRACTOR SHALL:

- NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.
- BACKFILL TRENCH WITH LIFTS UP TO 6" LOOSE MEASURE.
- PROTECT CONDUIT FROM LATERAL MOVEMENT AND DAMAGE FROM IMPACT OR UNBALANCED LOADING TO AVOID DISPLACEMENT OF CONDUIT AND/OR STRUCTURES. DO NOT FREE FALL BACKFILL INTO TRENCH UNTIL AT LEAST 6" OF COVER IS OVER CONDUIT.

COMPACTION SUB-CONTRACTOR SHALL:

- COMPACT BACKFILL TO 95% MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 WITH PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT.
- IF REQUIRED COMPACTION DENSITY HAS NOT BEEN OBTAINED REMOVE THE BACKFILL FROM THE TRENCH OR STRUCTURE, REPLACE WITH APPROVED BACKFILL AND RE-COMPACT AS SPECIFIED.

3. ANY SUBSEQUENT SETTLEMENT OF TRENCH OR STRUCTURE BACKFILL DURING THE MAINTENANCE PERIOD SHALL BE CONSIDERED THE RESULT OF IMPROPER COMPACTION AND SHALL PROMPTLY CORRECTED.

FENCING AND GATE(S)

PART 1 - GENERAL

- WORK INCLUDED SEE PLAN FOR SITE AND LOCATION OF FENCE AND GATE(S).
- QUALITY ASSURANCE ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE 'E' ZINC, 18 OUNCES PER SQUARE FOOT.
- SEQUENCING IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION (PRIOR TO THE FENCE CONSTRUCTION), FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAID SURFACE COURSE.
- SUBMITTALS
 - MANUFACTURER'S DESCRIPTIVE LITERATURE.
 - CERTIFICATE OR STATEMENT OF COMPLIANCE WITH THE SPECIFICATIONS.

PART 2 - PRODUCTS

- FENCE MATERIAL
 - ALL FABRIC WIRE, RAILS, HARDWARE, AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
 - FABRIC SHALL BE SIX-FOOT HIGH TWO-INCH CEDAR FENCE MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP SELVAGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-392 CLASS 1.
 - BARBED WIRE SHALL BE DOUBLE-STRAND, 12-1/2 GAUGE TWISTED WIRE, WITH 14-GAUGE, 4-POINT ROUND BARBS SPACED ON FIVE-INCH CENTERS.
 - ALL POSTS SHALL BE SCHEDULE - 40 MECHANICAL SERVICE PIPE AND SHALL BE TYPE 1 ASTM A-128 AND OF THE FOLLOWING DIAMETER POST 2" SCHEDULE 40 (2 3/8" O.D.) CORNER 3" SCHEDULE 40 (3 1/2" O.D.) GATE 3" SCHEDULE 40 (3 1/2" O.D.)
 - GATE POSTS SHALL BE EXTENDED 12 INCHES, INCLUDING DOME CAP, TO PROVIDE FOR ATTACHMENT OF BARBED WIRE.
 - ALL TOP AND BRACE RAILS SHALL BE 1 1/2" DIAMETER SCHEDULE - 40 MECHANICAL-SERVICE PIPE.
 - GATE FRAMES AND BRACES SHALL BE 1.90 INCH DIAMETER SCHEDULE 40 MECHANICAL-SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.
 - GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE, AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
 - GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, 188-DEGREE ATTACHMENT.
 - THE GUIDE (LATCH ASSEMBLY) SHALL BE HEAVY INDUSTRIAL DOUBLE GATE LATCH. SEE DETAIL.
 - LATCHES AND STOPS SHALL BE PROVIDED FOR ALL GATES.
 - PLUNGER ROD COMPLETE WITH RECEPTOR TO BE PROVIDED AT THE INACTIVE LEAF OF ALL DOUBLE GATE INSTALLATIONS.
 - ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION
 - A NO. 7 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS. ATOP EACH LINE/CORNER POST.
 - A SIX-INCH BY 1/2-INCH DIAMETER EYEBOLT TO HOLD TENSION WIRE SHALL BE PLACED AT LINE POSTS.
 - STRETCHER BARS SHALL BE 3/16-INCH BY 3/4-INCH OR HAVE EQUIVALENT CROSS-SECTIONAL AREA.
 - ALL CORNER GATE AND PANELS SHALL HAVE A 3/8-INCH TRUSS ROD WITH TURNBUCKLES.
 - ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.
 - OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO TIE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.
 - BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.
 - BARBED WIRE SUPPORT ARMS SHALL BE PRESSED STEEL COMPLETE WITH SET BOLT AND LOCK WIRE IN THE ARM.
 - ALL CAPS SHALL BE MALLEABLE IRON, DOME OR ACORN SHAPED AS REQUIRED BY PIPE SIZE.
 - WHERE THE USE OF CONCERTINA HAS BEEN SPECIFIED, 24-INCH DIAMETERS COIL. BARBED TAPE, STAINLESS STEEL, CYCLONE FENCE MODEL G8P TO TYPE III SHALL BE FURNISHED. IT SHALL BE SUPPORTED ABOVE THE TOP RAIL BY USE OF SIX(6) WIRE BARBED WIRE ARMS POSITIONED ATOP EACH LINE/CORNER POST.

PART 3 - EXECUTION

1. INSPECTION

TO CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS.

2. INSTALLATION

- FOUNDATIONS SHALL HAVE A MINIMUM SIX (6) INCH CONCRETE COVER UNDER POST.
- ALL FENCE POSTS SHALL BE VERTICALLY PLUMB ; ONE QUARTER (1/4) INCH
- AT CORNER POSTS, GATE POSTS, AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT FIFTEEN(15) INCH INTERVALS.
- AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT FIFTEEN (15) INCH INTERVALS.
- FABRIC SHALL BE ATTACHED TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE-CLIPS AT TWO (2) FOOT INTERVALS.
- A MAXIMUM GAP OF ONE INCH WILL BE PERMITTED BETWEEN TIE CEDAR FENCE LINE FABRIC AND THE FINAL GRADE.
- GATE SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
- GATE HINGE BOLTS SHALL HAVE THEIR THREADS PEENED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.
- CONCRETE TO BE A MINIMUM OF 3,000 PSI.

3. PROTECTION

UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT, COLOR TO MATCH THE GALVANIZED METAL.

APPLICABLE STANDARDS

ASTM-A120	SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS, FOR ORDINARY USES.
ASTM-A123	ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
ASTM-A153	STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.
ASTM-A392	SPECIFICATION FOR ZINC-COATED STEEL CEDAR FENCE FABRIC.
ASTM-A491	SPECIFICATION FOR ALUMINUM-COATED STEEL CEDAR FENCE
FABRIC ASTM-A525	STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.
ASTM-A570	SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP. STRUCTURAL QUALITY.
ASTM-A535	SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.

FEDERAL SPECIFICATION RR-F-191- FENCING, WIRE AND POST METAL (AND GATES, CEDAR FENCE FABRIC, AND ACCESSORIES)

METALS

PART 1 - GENERAL

SECTION INCLUDES:

- STRUCTURAL STEEL FRAMING MEMBERS, BASE PLATES, PLATES, BARS, THREADED STRUCTURAL FASTENERS, ANTENNA SUPPORT ASSEMBLIES, GRATING, STEEL PLATFORMS AND PEDESTAL SUPPORTS, AND GROUTING UNDER BASE PLATES.

QUALITY ASSURANCE

- FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
- PERFORM DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE.

PART 2 - PRODUCTS

1. MATERIALS:

- | | |
|------------------------------|--|
| A. STRUCTURAL STEEL MEMBERS: | ASTM A572, GRADE 50 |
| B. STRUCTURAL TUBING: | ASTM A500, GRADE B |
| C. PIPE: | ASTM A53, TYPE E OR S, GRADE B |
| D. BOLTS, NUTS, AND WASHERS: | ASTM A325 |
| E. ANCHOR BOLTS: | ASTM A307 |
| F. WELDING MATERIALS: | AWS D1.1, TYPE REQUIRED FOR MATERIALS BEING WELDED |



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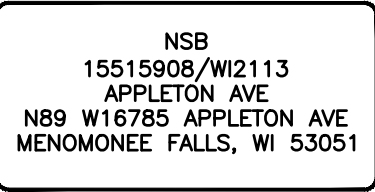
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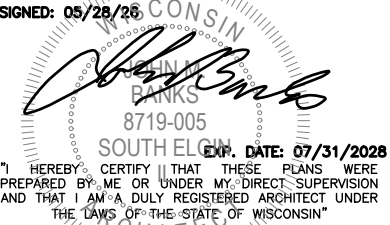


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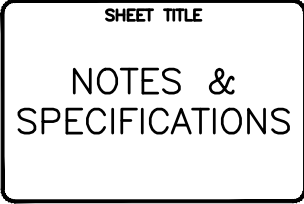


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REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
1	05/28/26	PERMIT/CONSTRUCTION	SH
0	08/18/25	PERMIT/CONSTRUCTION	CG
B	05/05/25	90% REVIEW	CG
A	04/25/25	PREVIEW CDS	CG
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

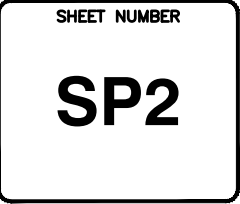


I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN



SHEET TITLE

NOTES & SPECIFICATIONS



SHEET NUMBER

SP2

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METALS CONTINUED

- G. GROUT:

NON-SHRINK TYPE, PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIER ADDITIVES, CAPABLE OF DEVELOPING A MINIMUM COMPRESSIVE STRENGTH OF 7000 psi AT 28 DAYS.
- H. SHOP AND TOUCH-UP PRIMER:

SSPC 15, TYPE 1, RED OXIDE
- I. TOUCH-UP PRIMER FOR GALV. SURFACES:

ZINC RICH TYPE
2. FABRICATION:

CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINUOUS WELDS. GRIND EXPOSED WELDS SMOOTH.
3. FINISH:

A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-1 TO SP-10 PROCEDURES.
B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.

PART 3 – EXECUTION

EXAMINATION AND PREPARATION:

1. VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE TO PERFORM THE WORK.

ERECTION:

1. ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.
2. NO UNAUTHORIZED WELDING SHALL BE PERFORMED ON CROWN CASTLE USA, INC TOWERS. ALL OTHER WELDING SHALL BE IN ACCORDANCE WITH AMERICAN WELDING SOCIETY AWS 01.1 STRUCTURAL STEEL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
3. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT/ENGINEER.
4. AFTER ERECTION, TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALVANIZED WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS).

FIELD QUALITY CONTROL:

1. FIELD INSPECTION OF MEMBERS, CONNECTIONS, WELDS AND BOLT / NUT TORQUE .

CONCRETE:

PART 1 – GENERAL

1. WORK INCLUDES FORMWORK, REINFORCEMENT, ACCESSORIES, CAST-IN-PLACE CONCRETE, FINISHING, AND CURING.
2. INSPECTIONS
- A. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT INSPECTIONS REQUIRED FOR THE SCOPE OF WORK BEING PERFORMED.

B. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE AT&TWIRELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.

C. THE AT&TWIRELESS CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.
3. QUALITY ASSURANCE
- A. CONSTRUCT AND ERECT CONCRETE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318.

B. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A184.

C. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-90.
4. SUBMITTALS
- SUBMIT CONCRETE MIX DESIGN AND REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL BY AT&TWIRELESS CONSTRUCTION MANAGER/ENGINEER. THE SHOP DRAWINGS SHALL BE SUBMITTED IN EH FORM OF TWO (2) CONCRETE MIX DESIGN INFORMATION SHEETS AND TWO (2) BLUELINE DRAWINGS FOR REINFORCING STEEL.

PART 2 – PRODUCTS

1. REINFORCEMENT MATERIALS
- A. REINFORCEMENT STEEL, ASTM A615, 60KSI YIELD GRADE, REINFORCING STEEL RODS, PLAIN FINISH.

B. WELDED STEEL WIRE FABRIC ASTM A185 PLAIN TYPE, IN FLAT SHEETS, PLAIN FINISH.

C. CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS, SIZED AND SHAPED FOR SUPPORTS OF REINFORCING.

D. FABRICATE CONCRETE REINFORCING IN ACCORDANCE WITH ACI 315, AND ACI 318, AND ASTM A184.
2. CONCRETE MATERIALS
- A. CEMENT: ASTM C150, PORTLAND TYPE.

B. FINE AND COURSE AGGREGATES: ASTM C33 – MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED ONE (1) INCH SIZE SUTABLE FOR INSTALLATION METHOS UTILIZED FOR ONE-THIRD CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING.

C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.

D. AIR ENTRAINING ADMIZTURE: ASTM C260.

E. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.

F. NON-SHRINK GROUT: PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICISING AGENTS.

3. CONCRETE MIX
- A. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE A.C.I. REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.

B. MIX AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94, ALT, 3.

C. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER F4 SHALL BE SATASFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. PROVIDE CONCRETE AS FOLLOWS:
1. COMPRESSIVE STRENGTH 4000 PSI AT 28 DAYS.
2. SLUMP : 3 INCHES.

EXECUTION:

1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS
- A. THE CONTRACTOR SHALL COORDINATE AND CROSS CHECK ARCHITECTURAL, BUILDING AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, AND OTHER ITEMS RELATED TO CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.

B. PROVIDE FORMED OPENINGS WHERE REQUIRED FOR WORK TO BE EMBEDED IN AND PASSING THROUGH CONCRETE MEMBERS.

C. COORDINATE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, SLOTS, RECESSES, CHASES, SLEEVES, BOLTS, ANCHORS, AND OTHER INSERTS.

D. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL ND PLUMB.
2. REINFORCEMENT PLACEMENT
- A. PLACE REINFORCEMENT, SUPPORTED AND SECURED AGAINST DISPLACEMENT.

B. ENSURE REINFORCING IS CLEAN, FREE OF LOOSE SCALE, DIRT, OR OTHER FOREIGN COATINGS.

C. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.

D. MINIMUM CONCRETE COVER FOR REINFORCING SHALL BE 3 INCHES UNLESS NOTED OTHERWISE.

E. CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES OR BE LESS THAN 2 INCHES.

3. PLACING CONCRETE

- A. VIBRATE ALL CONCRETE.

B. ALL CONCRETE WORK SHALL ADHERE TO THE LATEST A.C.I. STANDARDS FOR WINTER POURING AND CURING PROCEDURES IF SEASONAL CONDITIONS APPLY.
4. CURING
- A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.

B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSISTENT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

5. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTIACAL FORMED CONCRETE SURFACES.

6. FIELD QUALITY CONTROL

- A. SUBMIT THREE (3) CONCRETE TEST CYLINDERS – TAKEN EVERY 15 CUBIC YARDS OR LESS. SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE TO ASTM C-31 AND C-39.

B. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER – TAKEN DURING COLD WEATHER POURS, AND CURED ON JOB SITE UNDER THE SAME CONDITIONS AS THE CONCRETE IT REPRESENTS.

C. SUBMIT ONE (1) SLUMP TEST – TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.

7. DEFECTIVE CONCRETE

MODIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED SPECIFICATIONS, DETAILS OR ELEVATIONS AS DIRECTED BY THE AT&TWIRELESS CONSTRUCTION MANAGER.

GENERAL ELECTRICAL NOTES:

1. ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO CONFORM WITH AT&TWIRELESS SPECIFICATIONS.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. ALL MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NFPA, AND 'UL' LISTED.
4. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED PER THE NEC, AND ALL APPLICABLE LOCAL CODES.
5. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A MINIMUM INTERRUPTING RATING OF 42,000 AIC.
6. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY AT&TWIRELESS FOR BTS CABINET.
7. PATCH, REPAIR, AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
8. PROVIDE AT&TWIRELESS WITH ONE SET OF COMPLETE ELECTRICAL 'AS-BUILT' DRAWINGS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTINGS AND WIRING CONNECTIONS.
9. ALL SINGLE-PHASE SELF CONTAINED METER CONNECTION DEVICES MUST INCLUDE HORN TYPE BY-PASS PROVISION SO THAT SERVICES WILL NOT BE INTERRUPTED WHEN A METER IS REMOVED FROM THE SOCKET.
10. ALL EQUIPMENT PUNCH OUTS AND CONDUITS (USED AND SPARE) TO BE RODENT PROOFED WITH CAPS, STEEL MESH, AND/OR FOAM FILL BY CONTRACTOR AS NEEDED.
11. NO SPOILS TO BE LEFT ON SITE WITHOUT THE WRITTEN CONSENT OF THE LANDOWNER.
12. CONTRACTOR TO PROVIDE 2 PHENOLIC LABELS AT METER ONE TO IDENTIFY 'AT&TWIRELESS DISCONNECT' AND THE OTHER TO GIVE THE SITE ADDRESS.
13. ALL CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT SPECIFIED ON THE PROJECT SHALL BE NEW AND UNUSED, OF CURRENT MANUFACTURE AND OF THE HIGHEST GRADE.



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NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

SIGNED: 05/28/26


JOHN M. BANKS
8719-005
SOUTH ELGIN, IL
EXP. DATE: 07/31/2028

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN

SHEET TITLE

NOTES &
SPECIFICATIONS

SHEET NUMBER

SP3

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

GENERAL ELECTRICAL NOTES (CONTINUED):

14. ALL EQUIPMENT, MATERIAL AND THE INSTALLATION METHODS SPECIFIED ON THE PROJECT DRAWINGS SHALL BE DESIGNED AND FABRICATED IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS, AND APPROPRIATE INDUSTRIAL CONSENSUS STANDARDS AND CODES INCLUDING ANSI, IEEE, NEMA, NFPA AND UL, ALL AS REVISED AS OF THE DATE OF THIS WORK PACKAGE.
15. ALL ELECTRICAL ITEMS BOTH CONTRACTOR AND OWNER FURNISHED SHALL BE CHECKED FOR AGREEMENT WITH THE PROJECT DRAWINGS AND SPECIFICATIONS AND SHALL BE VISUALLY INSPECTED TO ENSURE THAT EQUIPMENT IS UNDAMAGED AND IS IN PROPER ALIGNMENT, INSTALLED PER MANUFACTURER'S INSTRUCTIONS, ELECTRICAL CONNECTIONS ARE TIGHT AND PROPERLY INSULATED WHERE REQUIRED, FUSES ARE OF THE PROPER TYPE AND SIZE, AND ELECTRICAL ENCLOSURES ARE OF THE PROPER NEMA TYPE.
16. NOTIFY OWNER IN WRITING OF ALL DISCREPANCIES BETWEEN DRAWINGS / SPECIFICATIONS AND FIELD INSTALLATIONS, OR IF THE VISUAL INSPECTIONS SHOW DAMAGE OR IMPROPER INSTALLATION.
17. THE EQUIPMENT AND MATERIALS SHALL BE FURNISHED AND INSTALLED TO OPERATE SAFELY AND CONTINUOUSLY WITH NO PROTECTION FROM THE WEATHER.
18. ELECTRICAL WORK REPRESENTED ON THE PROJECT DRAWINGS IS SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS AND ELEVATIONS OF ELECTRICAL EQUIPMENT SHALL BE DETERMINED IN THE FIELD AND VERIFIED WITH THE OWNER'S REPRESENTATIVE.
19. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF REQUIRED, AND PERMANENT POWER WITH THE LOCAL UTILITY COMPANY. THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.
20. PROVIDE MOLDED CASE, BOLT ON, THERMAL MAGNETIC TRIP, SINGLE TWO OR THREE POLE CIRCUIT BREAKERS. MULTIPLE POLE CIRCUIT BREAKERS SHALL BE SINGLE HANDLE COMMON TRIP. SHORT CIRCUIT INTERRUPTING RATING SHALL BE AS REQUIRED FOR AVAILABLE FAULT CURRENTS. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A SHORT CIRCUIT INTERRUPTING RATING EQUAL TO OR GREATER THAN THAT SHOWN ON THE PROJECT DRAWINGS.
21. CONTRACTOR SHALL PERFORM ALL EXCAVATION, TRENCHING, BACKFILLING, AND REMOVAL OF DEBRIS IN CONNECTION WITH THE ELECTRICAL WORK IN ACCORDANCE WITH THE PROJECT DRAWINGS. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF UNDERGROUND UTILITIES AND GROUND WITH THE FOUNDATION INSTALLATION. HAND DIGGING WILL BE REQUIRED IN THE COMPOUND ONLY.
22. CONTRACTOR SHALL PROVIDE ALL NECESSARY SUPPORTS FOR EQUIPMENT INSTALLED AS PART OF THIS PROJECT. SUPPORTS SHALL CONSIST OF GALVANIZED STEEL FRAMES, PLATES, BRACKETS, RACKS AND OTHER SHAPES OF ADEQUATE SIZE AND FASTENED WITH BOLTS, SCREWS OR BY WELDING TO PROVIDE RIGID SUPPORT.
23. CONTRACTOR SHALL CALL THE APPROPRIATE UTILITIES PROTECTION SERVICE BEFORE ANY UNDERGROUND WORK IS PERFORMED, SUCH AS TRENCHING, EXCAVATING, AND DRIVING GROUNDING RODS.
24. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENTLY ENGRAVED LAMINATED PHENOLIC NAMEPLATES. (MINIMUM LETTER HEIGHT SHALL BE 1/2") NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS AND AS PER AT&TWIRELESS SPECIFICATIONS.

GENERAL RACEWAY NOTES:

1. CONDUIT AND CONDUIT FITTINGS SHALL MEET ANSI AND NEC STANDARDS FOR MATERIAL AND WORKMANSHIP AND SHALL BE UL LISTED.
- A. RIGID STEEL CONDUIT SHALL CONFORM TO ANSI C801 AND REQUIREMENTS OF NEC, PARAGRAPH 346 AND BE STANDARD WEIGHT, MILD RIGID STEEL, HOT DIP GALVANIZED WITH INSIDE AND OUTSIDE FINISHED WITH A PROTECTIVE ZINC COATING. COUPLING ELBOWS AND BENDS SHALL MEET THESE SAME REQUIREMENTS. FITTINGS SHALL BE OF THE GALVANIZED IRON OR STEEL THREADED TYPE.
- B. PVC CONDUIT SHALL CONFORM TO UL STANDARD 651-89 AND THE REQUIREMENTS OF NEC, PARAGRAPH 347. CONDUIT SHALL BE HEAVY WALL TYPE, SCHEDULE 40 OR 80, AND SUNLIGHT RESISTANT. FITTINGS SHALL BE OF THE UNTHREADED SOLVENT CEMENT TYPE.
- C. EMT CONDUIT (FOR USE BEHIND WALLS OR ABOVE SUSPENDED CEILINGS ONLY). ELECTRIC METALLIC TUBING SHALL CONFORM TO ANSI C803 AND THE REQUIREMENTS OF NEC, PARAGRAPH 348 AND BE PROTECTED ON EXTERIOR WITH A ZINC COATING AND ON INTERIOR SURFACES WITH EITHER A ZINC COATING OR LACQUER ENAMEL. FITTINGS SHALL BE ZINC COATED STEEL.
2. MINIMUM CONDUIT SIZE SHALL BE 3/4", SIZES NOT SHOWN ON DRAWINGS SHALL BE PER NEC.

3. ALL SPARE CONDUITS SHALL HAVE A METALLIC PULL WIRE.
4. CONDUIT SUPPORTS SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR AND IN ACCORDANCE WITH THE NEC.
5. UNDERGROUND CONDUITS.
- A. INSTALL A WARNING TAPE TWELVE INCHES ABOVE EACH CONDUIT OR SET OF CONDUITS.
- B. IDENTIFY EACH CONDUIT AT BOTH ENDS. INSTALL MINIMUM OF 3'-0" BELOW THE FINISHED GRADE, OR DEEPER IF NOTED ON PLAN DRAWINGS.
- C. SLOPE A MINIMUM OF 4" PER 100'-0" TO DRAIN AWAY FROM BUILDINGS AND EQUIPMENT.
- D. USE MANUFACTURED ELECTRICAL ELBOWS AND FITTINGS FOR BELOW GRADE BENDS.
- E. MAKE JOINTS AND FITTINGS WATERTIGHT ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
- F. INSTALL A COUPLING BEFORE EACH WALL PENETRATION.
- G. RESTORE SURFACE FEATURES DISTURBED BY EXCAVATION (AND TRENCHING) IN ALL AREAS.

GENERAL CONDUCTOR NOTES:

1. ALL POWER, CONTROL AND COMMUNICATION WIRING SHALL MEET NEMA-WC, ASTM, UL, AND NEC STANDARDS FOR MATERIAL AND WORKMANSHIP UNLESS OTHERWISE SPECIFIED.
- A. SERVICE ENTRANCE CONDUCTORS SHALL BE COPPER, 600 VOLT, SUNLIGHT RESISTANT, SUITABLE FOR WET LOCATIONS, TYPE USE-2. THE GROUNDED NEUTRAL CONDUCTOR SHALL BE IDENTIFIED WITH A WHITE MARKING AT EACH TERMINATION.
- B. CONDUCTORS FOR FEEDER AND BRANCH CIRCUITS SHALL BE COPPER 600 VOLT, TYPE THHN / THWN WITH A MINIMUM SIZE OF #12 AWG.
2. ALL CONDUCTOR ACCESSORIES INCLUDING CONNECTORS, TERMINATIONS, INSULATING MATERIALS, SUPPORT GRIPS, MARKER AND CABLE TIES SHALL BE FURNISHED AND INSTALLED SUPPLIER'S INSTALLATION INSTRUCTIONS SHALL BE OBTAINED FOR CABLE ACCESSORIES. THESE INSTRUCTIONS SHALL BE IN THE POSSESSION OF THE CRAFTSMAN WHILE INSTALLING THE ACCESSORIES AND SHALL BE AVAILABLE TO THE COMPANY FOR REFERENCE.
3. WHERE POSSIBLE, NO. 6 AWG AND SMALLER WIRE SHALL BE COLORED CODED BY THE COLOR OF THE INSULATION COVERING. COLOR CODING OF WIRE LARGER THAN NO. 6 AWG MAY BE BY MEANS OF SELF-ADHESIVE WRAP AROUND TYPE MARKERS, PER NEC.
4. TERMINAL CONNECTOR FOR CONDUCTORS 8 AWG AND LARGER SHALL BE PRESSURE OR BOLTED CLAMP TYPE BURNDY QUIKBUG, VARILUG OR ACCEPTABLE EQUAL: OR COMPRESSION TYPE, BURNDY TYPE YAV OR YA (LONG BARREL), PANDUIT TYPE LCA OR LCC, OR ACCEPTABLE EQUAL. ACCEPTABLE CONNECTORS INCLUDED WITH COMPANY-FURNISHED EQUIPMENT MAY BE USED.
5. TERMINATION PROVISIONS OF EQUIPMENT FOR CIRCUITS RATED 100 AMPERES OR LESS OR MARKED FOR NOS. 14 THROUGH 1 CONDUCTORS, SHALL BE USED ONLY FOR CONDUCTORS RATED 66°C (140°F). CONDUCTORS WITH HIGHER TEMPERATURE RATINGS SHALL BE PERMITTED, PROVIDED THE AMPACITY OR THE CONDUCTOR SIZE USED.
6. TERMINATION PROVISIONS OF EQUIPMENT FOR CIRCUITS RATED OVER 100 AMPERES, OR MARKED FOR CONDUCTORS LARGER THAN NO.1 SHALL BE USED ONLY FOR CONDUCTORS RATED 75°C (167°F) CONDUCTORS WITH HIGHER TEMPERATURE RATINGS SHALL BE PERMITTED, PROVIDED THE AMPACITY OF EACH CONDUCTOR IS DETERMINED BASED UPON THE 75°C (167°F) AMPACITY OF THE CONDUCTOR SIZE USED.
7. ALL 600 VOLT OR LESS WIRING, WHERE COMPRESSION TYPE CONNECTORS ARE USED, SHALL BE INSULATED WITH AT LEAST ONE TURN OF 'SCOTCHFILL' ELECTRICAL INSULATING PUTTY AND THEN COVERED WITH TWO HALF TURNS OF TAPE SIMILAR TO 3M COMPANY'S '33 PLUS (33+) PLASTIC TAPE OR 88 OUTDOOR TAPE.
8. TERMINAL CONNECTORS FOR CONDUCTORS SMALLER THAN 8 AWG SHALL BE COMPRESSION TYPE CONNECTORS SIZED FOR THE CONDUCTOR AND THE TERMINAL. THE CONNECTORS SHALL BE CONSTRUCTED OF FINE GRADE HIGH CONDUCTIVITY COPPER IN ACCORDANCE WITH QQ-C-516 AND SHALL BE TIN-PLATED IN ACCORDANCE WITH MIL-T-10727. THE INTERIOR SURFACE OF THE CONNECTOR WIRE BARREL SHALL BE SERRATED AND THE EXTERIOR SURFACE OF THE CONNECTOR WIRE BARREL SHALL BE PROVIDED WITH CRIMP GUIDES.

GENERAL GROUNDING NOTES:

1. ALL WORK SHALL COMPLY WITH THE LATEST AT&TWIRELESS GROUNDING SPECIFICATIONS AND REQUIREMENTS.
2. ALL METALLIC COMPONENTS ON THE SITE MUST BE GROUNDED TO THE GROUND RING. THIS INCLUDES STEEL CONDUITS USED TO DELIVER THE TELCO AND POWER UTILITY LINES TO THE SITE OR USED TO PROVIDE ACCESS BY UTILITIES OR CONTRACTORS TO THE VARIOUS CABINETS.
3. ALL GROUND LEADS ABOVE GRADE SHALL BE INSTALLED IN 1/2" SEAL TIGHT.
4. WHEN EARTH RESISTANCE TEST INDICATES THAT THE SOIL IS ABOVE MINIMUM ALLOWABLE RESISTANCE, THAN THE CONTRACTOR SHALL ESTIMATE THE TYPE, NUMBER AND ARRANGEMENT OF EARTH ELECTRODES. CONTRACTOR SHALL ALSO CONSIDER COMPANY'S SITE SPECIFIC APPROACHES FOR IMPROVING EARTH RESISTANCE AT THE SITE BY METHODS INDICATED BELOW:
- RAW LAND
- A. USE MULTIPLE RODS
- B. LENGTHEN THE EARTH ELECTRODE
- C. TREAT THE SOIL
- D. USE CHEMICAL RODS
5. THE CONTRACTOR MUST VERIFY THAT NEW GROUNDING SYSTEM RESISTANCE IS EQUAL TO OR LESS THAN FIVE (5) OHMS PER AT&TWIRELESS SPECIFICATIONS.
6. RUN ALL GROUND WIRES IN AN ORGANIZED MANNER, AVOID CROSSING OF WIRES WHEREVER POSSIBLE. DO NOT RUN WIRES OVER CONCRETE SLAB.
7. INSTALL ALL GROUND WIRES IN A DOWNWARD SLOPE FOR MAXIMUM LIGHTNING PROTECTION.
8. MAINTAIN ALL MINIMUM BENDING RADII OF THE GROUNDING WIRES.
9. DO NOT REMOVE MORE INSULATION FROM THE GROUND WIRES THAN NECESSARY WHEN CADWELDING OR CRIMPING IF EXCESS INSULATION IS REMOVED, THE CONNECTION WILL BE CONSIDERED UNACCEPTABLE AND WILL BE CORRECTED PER THE AT&TWIRELESS REPRESENTATIVES'S DIRECTION.
10. DOWN LEAD FOR ANTENNA SECTORS MUST BE CONNECTED DIRECTLY TO THE GROUND RING.
11. ALL BASE TRANSCEIVER SITE EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE INTERNATIONAL ELECTRICAL CODE (NEC), AND THE LATEST EDITION OF LIGHTNING PROTECTION CODE NFPA 780 AND AT&TWIRELESS STANDARDS.
12. THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DISCONNECTING MEANS REQUIRED IN ARTICLE 250 OF THE NATIONAL ELECTRIC CODE, IN ACCORDANCE WITH ANY LOCAL CODE.
13. ALL UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE CADWELD PROCESS (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE ALL CABLE SPLICES (TEES, X'S, ETC.) ALL CABLE CONNECTIONS TO GROUND RODS, GROUND ROD SPLICES, AND LIGHTING PROTECTION SYSTEM AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METALS, TOOLS, ETC.) SHALL BE BY CADWELD AND INSTALLED PER MANUFACTURERS RECOMMENDATION AND PROCEDURES.
14. ALL GROUNDING AND BONDING CONDUCTORS THAT ARE CONNECTED ABOVE GRADE INTERIOR TO A BUILDING SHALL BE CONNECTED USING TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTORS FOR #2 AND #6 AWG INSULATED COPPER CONDUCTOR.
15. ALL GROUNDING CONNECTIONS, INTERIOR AND EXTERIOR, MADE THROUGHOUT THIS DOCUMENT SHALL BE MADE USING AN ANTI-OXIDATION COMPOUND, THE ANTI-OXIDATION COMPOUND SHALL BE 'THOMAS AND BETTS' KOPR-SHIELD (TIM OF JET LUBE, INC.) THERE IS NO EQUIVALENT FOR THIS PRODUCT: NO OTHER COMPOUND WILL BE ACCEPTED. COAT ALL WIRES BEFORE LUGGING. COAT ALL SURFACES BEFORE CONNECTING.
16. ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT PRIOR TO CADWELD, GALVANIZING SHALL BE REMOVED BY GRINDING SURFACE TO BARE METAL 'SLAG' FROM CADWELD MUST BE REMOVED AND WELD SHALL BE SPRAYED WITH COLD GALVANIZE AFTER COMPLETION.

GENERAL GROUNDING NOTES CONTINUED:

17. FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. CLIPS OF THE FOLLOWING MATERIALS AND TYPES MAY BE USED TO SUPPORT GROUNDING CONDUCTORS.
- PLASTIC CLIPS
- STAINLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
- FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
18. ALL BELOW GRADE GROUNDING CONDUCTORS SHALL BE BARE SOLID COPPER WIRE. ABOVE-GRADE GROUNDING CONDUCTORS MAY BE EITHER OR AS INDICATED ON THE DRAWINGS:
- BARE TINNED SOLID COPPER WIRE
- THWN-INSULATED, CONTINUOUS GREEN COLOR, SOLID COPPER WIRE
- THWN-INSULATED, CONTINUOUS GREEN COLOR STRANDED COPPER WIRE
- A. THE UNDERGROUND GROUND RING SHALL HAVE A #2 AWG BARE TINNED SOLID COPPER WIRE.
- B. #2 THWN SHALL BE STRANDED COPPER WITH GREEN THWN INSULATION SUITABLE FOR WET INSTALLATION (OR SOME ABOVE GROUND APPLICATIONS, I.E. INDOOR GROUNDING RING)
- C. #2 BARE TINNED COPPER SHALL BE SOLID. ALL BURIED WIRE SHALL MEET THIS CRITERIA INCLUDING CABLE TRAY GROUNDING WIRES AND WIRES INDICATED ON THE DRAWINGS.
- (THE MINIMUM BEND RADIUS IS 8" FOR #6 AWG AND SMALLER, AND 12 INCHES FOR WIRE LARGER THAN #6 AWG)
19. ALL HARDWARE, BOLTS, NUTS, WASHERS, AND LOCK WASHERS SHALL BE 18-8 STAINLESS STEEL. EVERY CONNECTION SHALL BE (BOLT-FLATWASHER-BUSS-LUG-FLATWASHER-LOCKWASHER-NUT), IN THAT EXACT ORDER WITH NUT FACING OUTWARD, BACK TO BACK LUGGING SHALL BE (BOLT-FLATWASHER-LUG-FLATWASHER-LUG-BUSS-LUG-FLATWASHER-LOCK WASHER-NUT), IN THAT EXACT ORDER IS ACCEPTED WHERE NECESSARY TO CONNECT MANY LUGS TO A BUSS BAR. STACKING OF LUGS, BUS-LUG-LUG, IS NOT ACCEPTABLE.
20. THE COMPRESSION GROUND LUG FOR #2 AWG BARE SOLID GROUNDING CONDUCTORS SHALL BE BURNDY TYPE YA3C-2TC.
21. THE ANTENNA CABLES SHALL BE GROUNDED AT THE TOP AND BOTTOM OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE BONDED TO A COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE GROUNDED JUST BEFORE ENTERING THE BTS. GROUNDING KITS ON COAX CABLE SHALL HAVE A MINIMUM BEND OF 6" AND SHALL BE KEPT AS CLOSE TO VERTICAL AS POSSIBLE. FLAT WASHER SUPPLIED WITH GROUND KITS MUST BE REPLACED WITH SMALLER STAINLESS STEEL FLAT WASHERS, WASHERS MUST REMAIN FLAT AGAINST GROUND BAR, ALL FASTENERS MUST BE STAINLESS STEEL AND KOPR-SHIELD MUST BE USED ON BOTH SIDES OF THE GROUND BAR.



AT&T

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MasTec

Network Solutions

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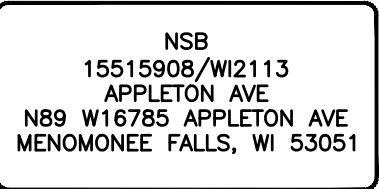
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WI Firm No. 4897-11



JOHN M. BANKS
ARCHITECT

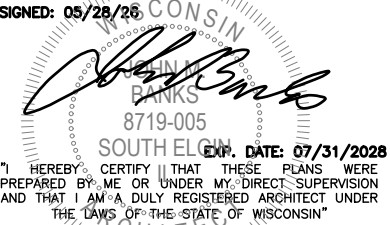
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NSB

15515908/WI2113
APPLETON AVE
N89 W16785 APPLETON AVE
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REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
1	05/28/26	PERMIT/CONSTRUCTION	SH
0	08/18/25	PERMIT/CONSTRUCTION	CG
B	05/05/25	90% REVIEW	CG
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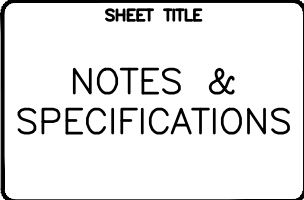


SIGNED: 05/28/26

JOHN M. BANKS
8719-005
SOUTH ELGIN, IL

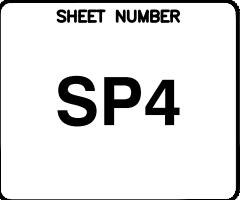
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SHEET TITLE

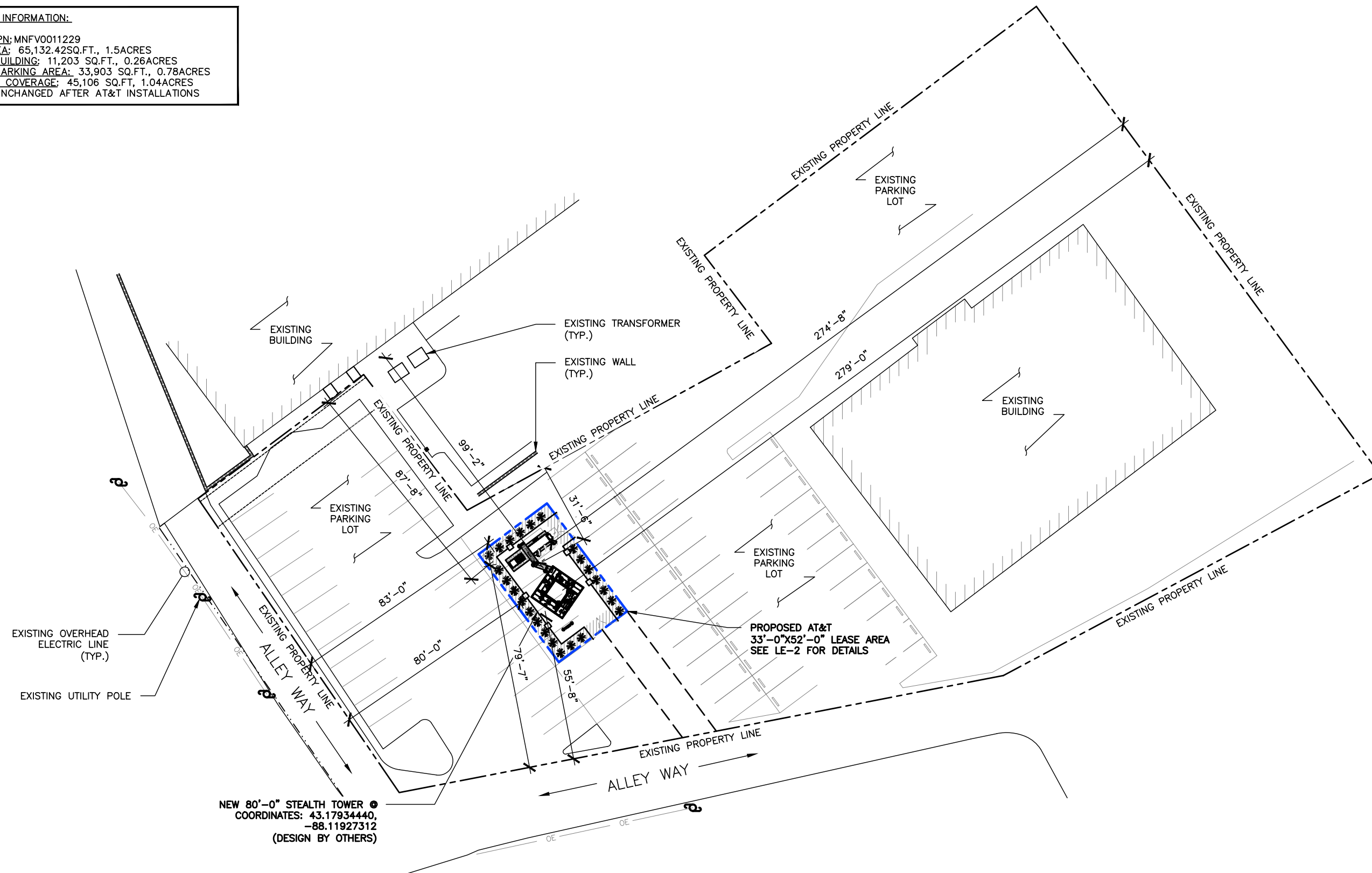
NOTES &
SPECIFICATIONS



SHEET NUMBER

SP4

PARCEL APN: MNFV0011229
TOTAL AREA: 65,132.42SQ.FT., 1.5ACRES
EXISTING BUILDING: 11203 SQ.FT., 0.26ACRES
EXISTING PARKING AREA: 33,903 SQ.FT., 0.78ACRES
TOTAL LOT COVERAGE: 45,106 SQ.FT., 1.04ACRES
REMAINS UNCHANGED AFTER AT&T INSTALLATIONS



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WISCONSIN
JULIAN M. BANKS
8719-005
SOUTH ELGIN
EXP. DATE: 07/31/2028

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40' 0 20' 40'

SCALE: 1" = 40'-0" (24x36)

(OR) 1/2" = 40'-0" (11x17)

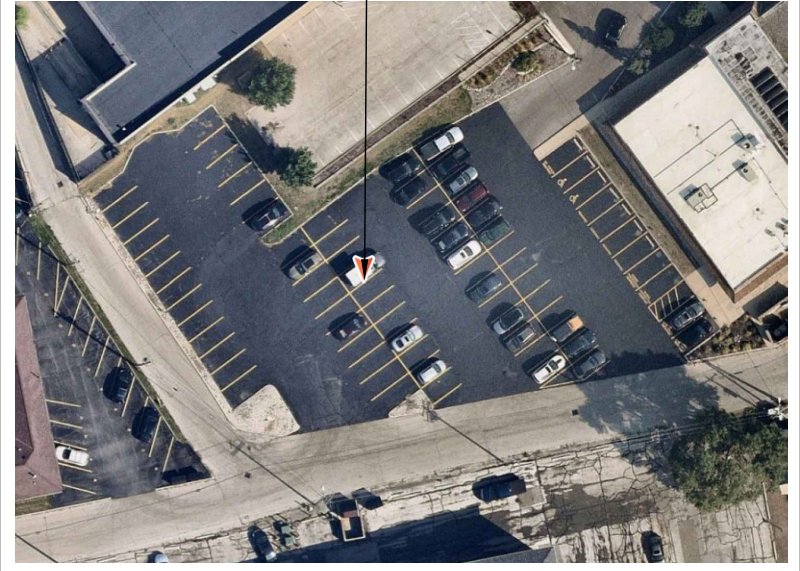
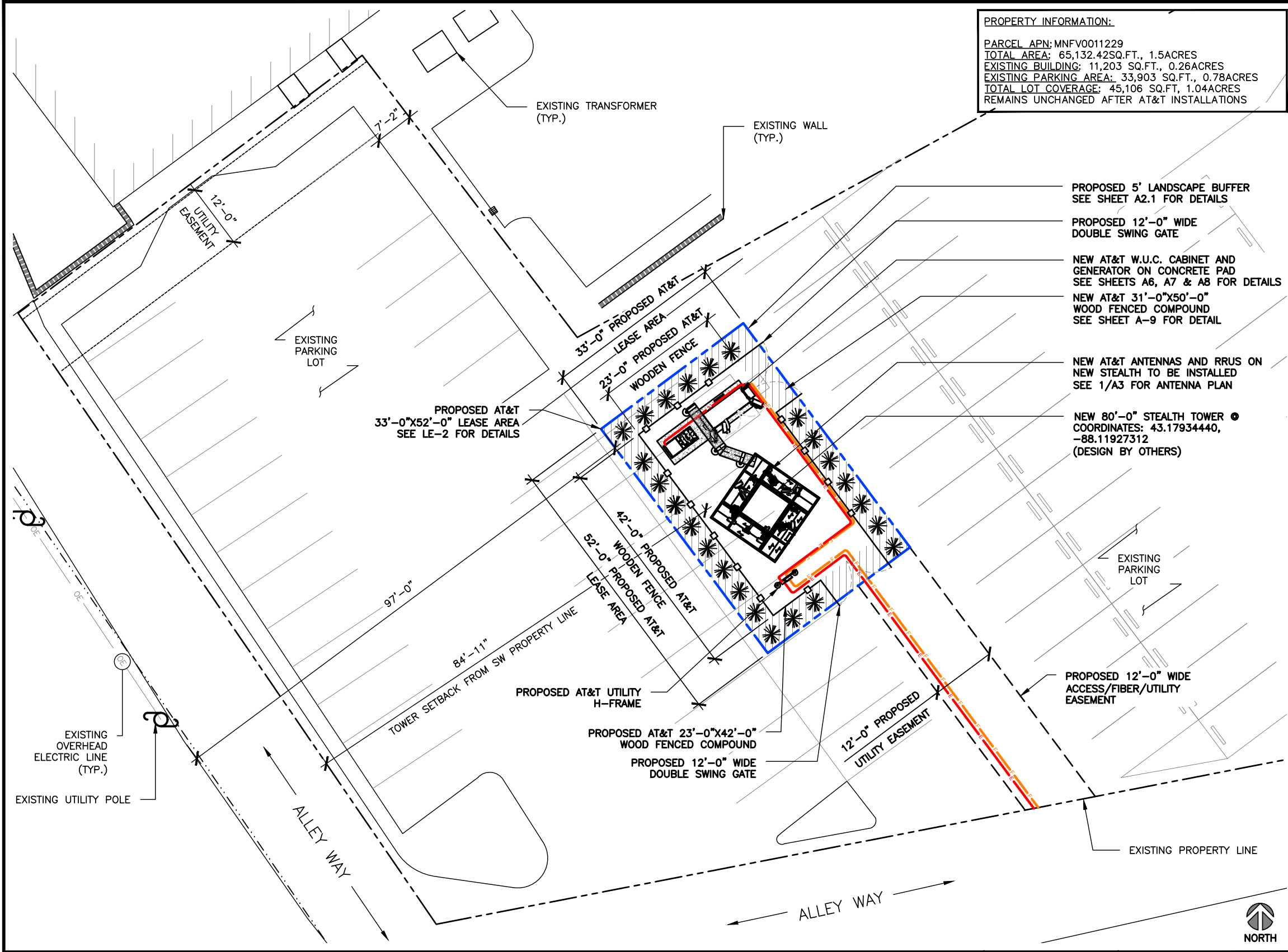
SHEET TITLE

OVERALL
SITE PLAN

SHEET NUMBER

A0

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SITE PLAN

0 4' 16' 32' SCALE: 1/32"=1'-0" (11x17) (OR) 1/16"=1'-0" (22x34)

2

AERIAL

SCALE N.T.S.

1

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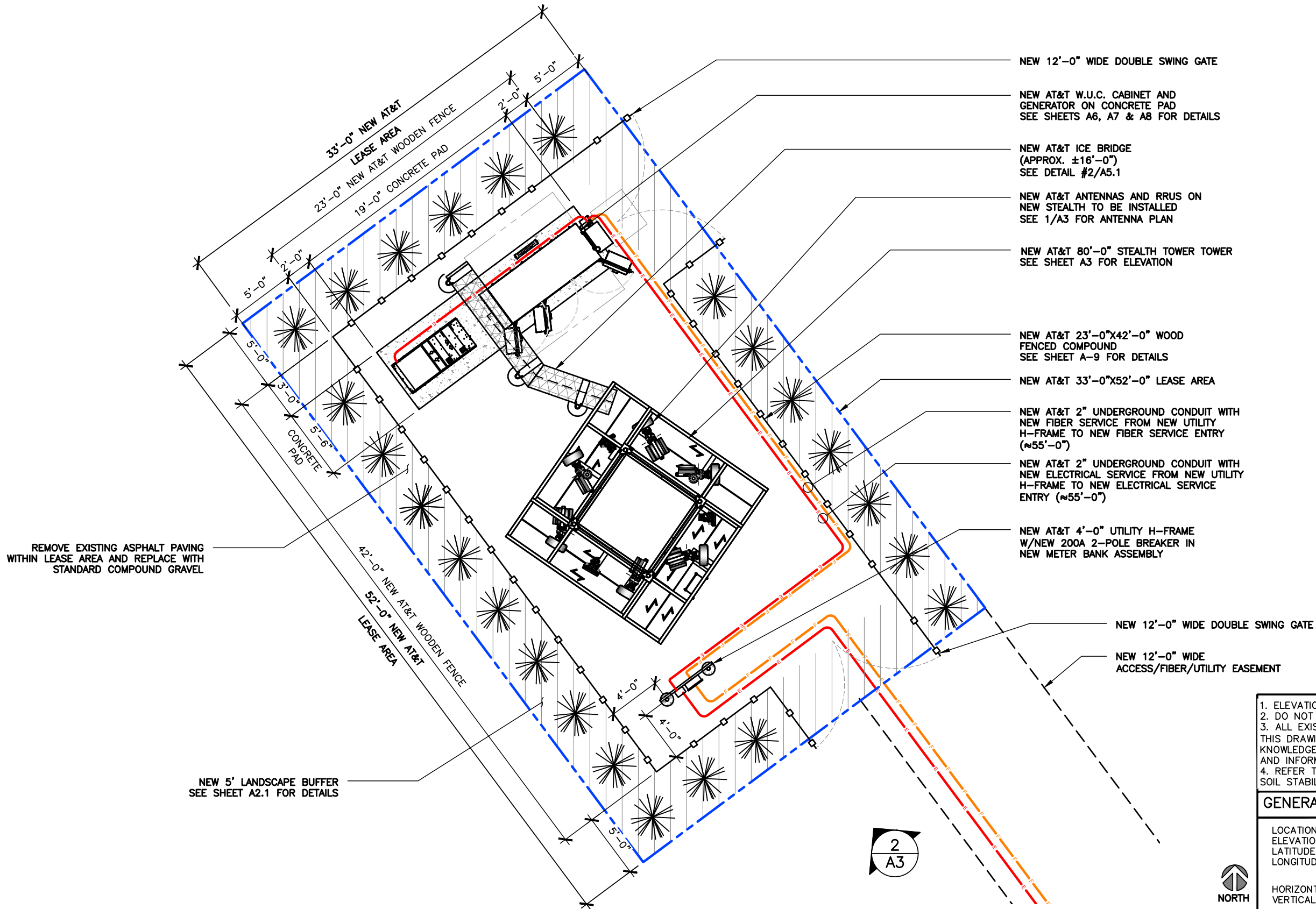
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SHEET TITLE
SITE PLAN

SHEET NUMBER
A1

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1. ELEVATIONS ARE ABOVE MEAN SEA LEVEL.
2. DO NOT SCALE DIMENSIONS FROM THIS DRAWING.
3. ALL EXISTING RECORDED EASEMENTS ARE INDICATED ON THIS DRAWING TO THE BEST OF THE ARCHITECT'S KNOWLEDGE PER VISUAL INSPECTION, SURVEY DRAWINGS, AND INFORMATION RECEIVED FROM AT&T WIRELESS.
4. REFER TO SP1 AND SP2 FOR EROSION CONTROL AND SOIL STABILIZATION METHODS IF NECESSARY.

GENERAL NOTES 2

LOCATION: BASE OF TOWER
ELEVATION: 876' A.M.S.L. (© BASE TOWER)
LATITUDE: 43° 10' 45.6398" 43.17934440
LONGITUDE: -88° 07' 09.3832" -88.11927312

HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88



PROPOSED COMPOUND PLAN

0 4' 8' SCALE: 1/8"=1'-0" (11x17)
(OR) 1/16"=1'-0" (22x34)

3 SURVEY BENCHMARK/PROJECT DATUM 1



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JOHN M. BANKS
8719-005
SOUTH ELGIN, IL
EXP. DATE: 07/31/2028
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SHEET TITLE
PROPOSED
COMPOUND
PLAN &
LEGEND

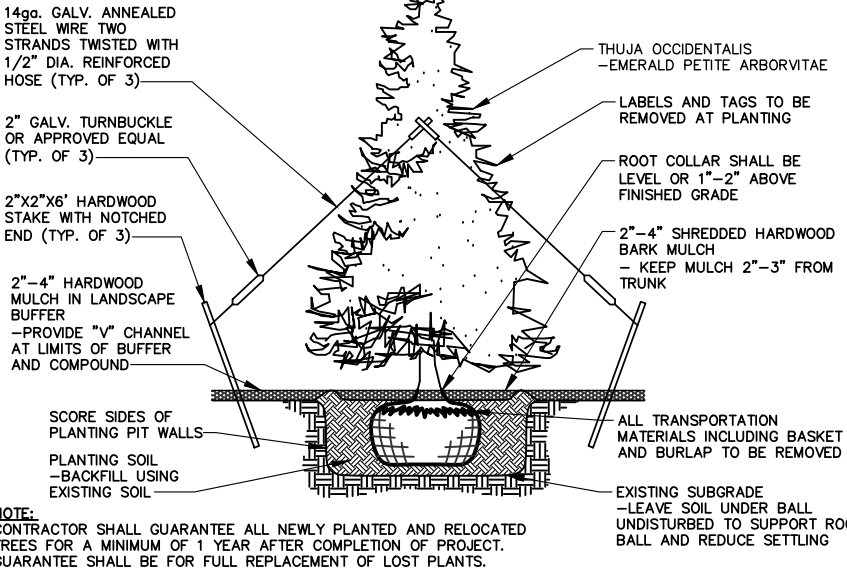
SHEET NUMBER
A2

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LANDSCAPING CONTRACTOR NOTES

1. THE CONTRACTOR SHALL VISIT THE SITE & BECOME COMPLETELY FAMILIAR WITH ALL EXISTING CONDITIONS AND EROSION CONTROL MEASURES PRIOR TO STARTING WORK.
2. THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS COMPLETE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL COMPLY WITH ALL BUILDING CODES, INSPECTIONS AND SAFETY REGULATIONS, AND PROVIDE ALL NECESSARY PERMITS. THE CONTRACTOR SHALL HAVE ALL NECESSARY LOCAL, STATE & FEDERAL LICENSE REQUIRED. UPON REQUEST, THE CONTRACTOR SHALL SHOW EVIDENCE OF WORKERS COMPENSATION COVERAGE AND LIABILITY POLICY.
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANTS TO BE IN A HEALTHY, VIGOROUS CONDITION (INCLUDING WATERING AND UPKEEP) FOR A PERIOD OF ONE (1) YEAR FOLLOWING ACCEPTANCE BY OWNER AND/OR PROJECT REPRESENTATIVE. THE CONTRACTOR SHALL REPLACE WITHOUT COST TO OWNER, ANY DEAD OR SERIOUSLY DECLINING PLANTS. REPLACEMENT SHALL OCCUR DURING THE NEXT APPROPRIATE PLANTING SEASON.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES AND PERFORM WORK IN A MANNER WHICH WILL AVOID POSSIBLE DAMAGE; HAND EXCAVATE AS REQUIRED.
6. ALL LANDSCAPE/PLANTING AREAS SHALL HAVE PROPER DRAINAGE THAT PREVENTS EXCESS WATER FROM STANDING AROUND TREES AND SHRUBS. IT IS INTENDED THAT THIS SITE WILL MATCH EXISTING GROUND ELEVATIONS AND WILL MAINTAIN EXISTING DRAINAGE PATTERNS WHERE APPLICABLE.
7. THE CONTRACTOR SHALL PROVIDE PLANT MATERIAL OF THE SIZE & TYPE SPECIFIED, IF SUBSTITUTIONS ARE PROPOSED, THEY MUST BE APPROVED BY TOWER OWNER. ALL PLANT MATERIAL SHALL BE FREE OF DISEASE, INSECTS AND DEFECTS SUCH AS BUT NOT LIMITED TO KNOTS, SUN-SCALD, INJURIES, ABRASIONS AND DISFIGUREMENT. APPROVAL OF PLANT MATERIAL AT THE SOURCE DOES NOT ALTER THE RIGHT OF REJECTION AT PROJECT. ALL PLANT MATERIAL SHALL COMPLY WITH THE CURRENT ISSUE OF "ASSOCIATION OF AMERICAN STANDARD" FOR NURSERY STOCK PUBLISHED BY THE "AMERICAN ASSOCIATION OF NURSERYMEN".
8. THE CONTRACTOR SHALL PROVIDE A FINISHED GRADE THAT SHALL BE REASONABLY SMOOTH, COMPACTED AND FREE OF ANY IRREGULAR SURFACE CHANGE. THE CONTRACTOR SHALL SLOPE ALL PLANTING BEDS AND LAWN AREAS TO CAUSE RUN-OFF TO FLOW AWAY FROM BUILDING AND PAVING.
9. THE CONTRACTOR SHALL BACKFILL ALL PLANT MATERIAL WITH SHREDDED TOPSOIL AND PEAT MOSS AS REQUIRED FOR THE BED PREPARATION.
10. THE LANDSCAPING CONTRACTOR SHALL USE SOME TYPE OF HARDWOOD MULCH.
 - THE FINISHED DEPTH OF MULCH MUST BE AT LEAST 2" AND NO MORE THAN 3".
 - THE MULCH SHALL BE NON-DYED, NATURAL DOUBLE SHREDDED HARDWOOD MULCH.
 - PRIOR TO MULCHING THE CONTRACTOR SHALL APPLY A PRE-EMERGENT HERBICIDE TO AID IN WEED CONTROL. READ WARNING LABEL BEFORE APPLYING. WATER ALL TREES IMMEDIATELY OR WITHIN 16 HOURS AFTER INSTALLATION
 - THE CONTRACTOR SHALL INSTALL LANDSCAPING FABRIC AFTER APPLICATION OF PRE-EMERGENT HERBICIDE AND PRIOR TO MULCH INSTALLATION..
11. PLANTING SOIL MIX – SHALL BE CLEAR OF ALL STONES AND DEBRIS 1" OR LARGER, AND CONSIST OF THE FOLLOWING: 25% ORGANIC COMPOST, 75% ACCEPTABLE TOP SOIL.
12. ALL PLANTS SHALL BE HEALTHY, OF NORMAL GROWTH, WELL ROOTED, FREE FROM DISEASE AND INSECTS. QUALITY AND SIZE OF PLANT MATERIAL SHALL CONFORM TO ANSI Z60.1 "AMERICAN STANDARDS FOR NURSERY STOCK".
13. MAINTAIN TREES BY PRUNING, CULTIVATING, AND WEEDING AS REQUIRED FOR HEALTHY GROWTH. RESTORE PLANTING SAUCERS. RESET TREES TO PROPER GRADES OR VERTICAL POSITION AS REQUIRED.

SYMBOL	QUANTITY	PLANT NAME	BOTANICAL NAME	COMMENTS/SPECIFICATIONS
	24	EMERALD PETITE ARBORVITAE	THUJA OCCIDENTALIS	6 FEET HEIGHT MINIMUM (BALLED & BURLAPPED)



LANDSCAPE PLAN

0 4' 8' SCALE: 1/8"=1'-0" (11x17) (OR) 1/16"=1'-0" (22x34)

1



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MasTec

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B	05/05/25	90% REVIEW	CG
A	04/25/25	PREVIEW CDS	CG

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SIGNED: 05/28/26



JOHN M. BANKS
8719-005
SOUTH ELGIN, IL

EXP. DATE: 07/31/2028

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SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

A2.1

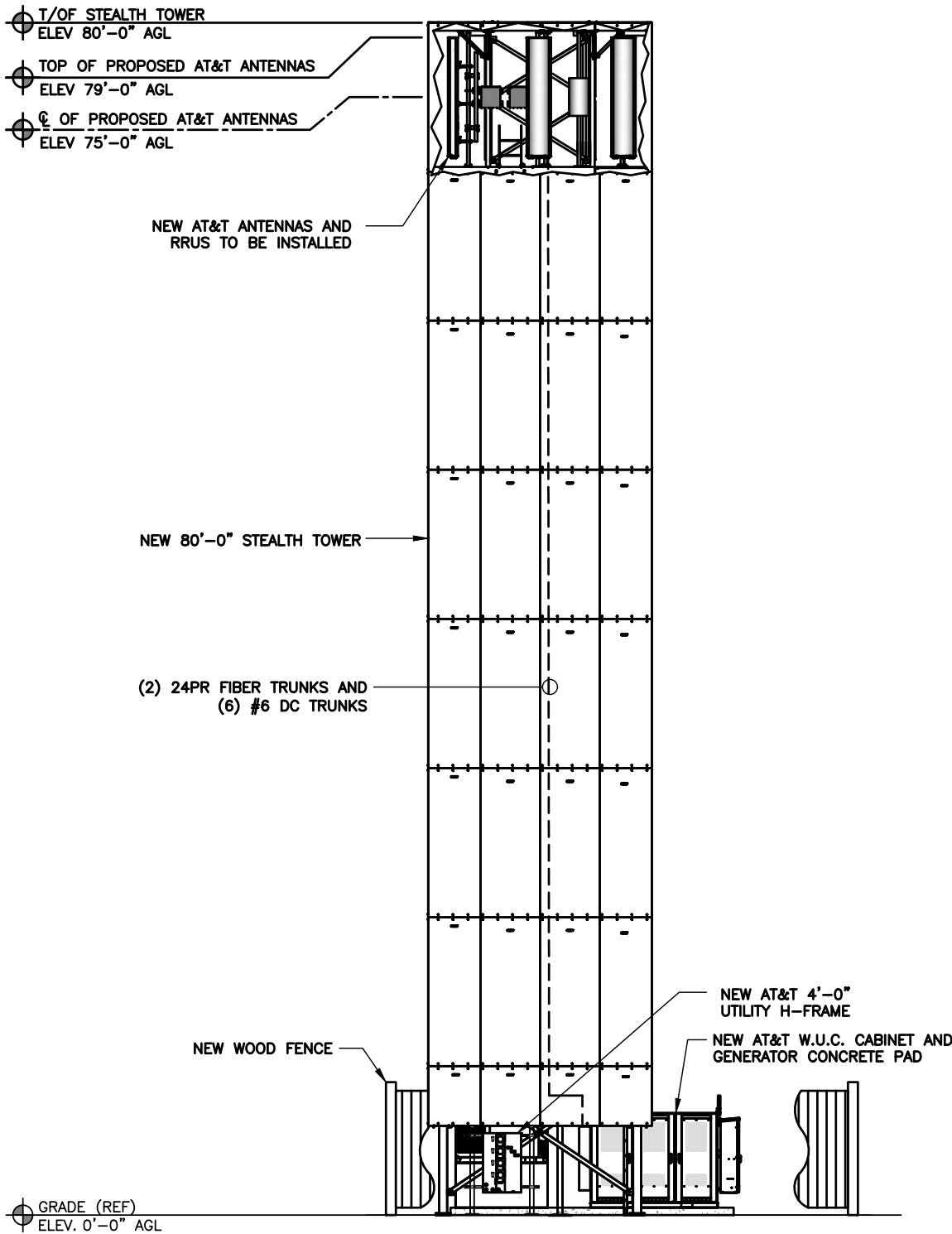
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

ANTENNA NOTES:

1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO ACHIEVE THE AZIMUTHS SPECIFIED AND LIMIT SHADOWING AND TO MEET THE SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF THE ANTENNA WITH THE AT&T WIRELESS PROJECT MANAGER.
3. VERIFY TYPE AND SIZE OF TOWER LEG PRIOR TO ORDERING ANY ANTENNA MOUNT.
4. UNLESS NOTED OTHERWISE THE CONTRACTOR MUST PROVIDE ALL MATERIAL NECESSARY.
5. ANTENNA AZIMUTHS ARE DEGREES OFF OF TRUE NORTH, BEARING CLOCKWISE, IN WHICH ANTENNA FACE IS DIRECTED. ALL ANTENNAS (AND SUPPORTING STRUCTURES AS PRACTICAL) SHALL BE ACCURATELY ORIENTED IN THE SPECIFIED DIRECTION.
6. CONTRACTOR SHALL VERIFY ALL RF INFORMATION PRIOR TO CONSTRUCTION.
7. SWEEP TEST SHALL BE PERFORMED BY GENERAL CONTRACTOR AND SUBMITTED TO AT&T WIRELESS CONSTRUCTION SPECIALIST. TEST SHALL BE PERFORMED PER AT&T WIRELESS STANDARDS.

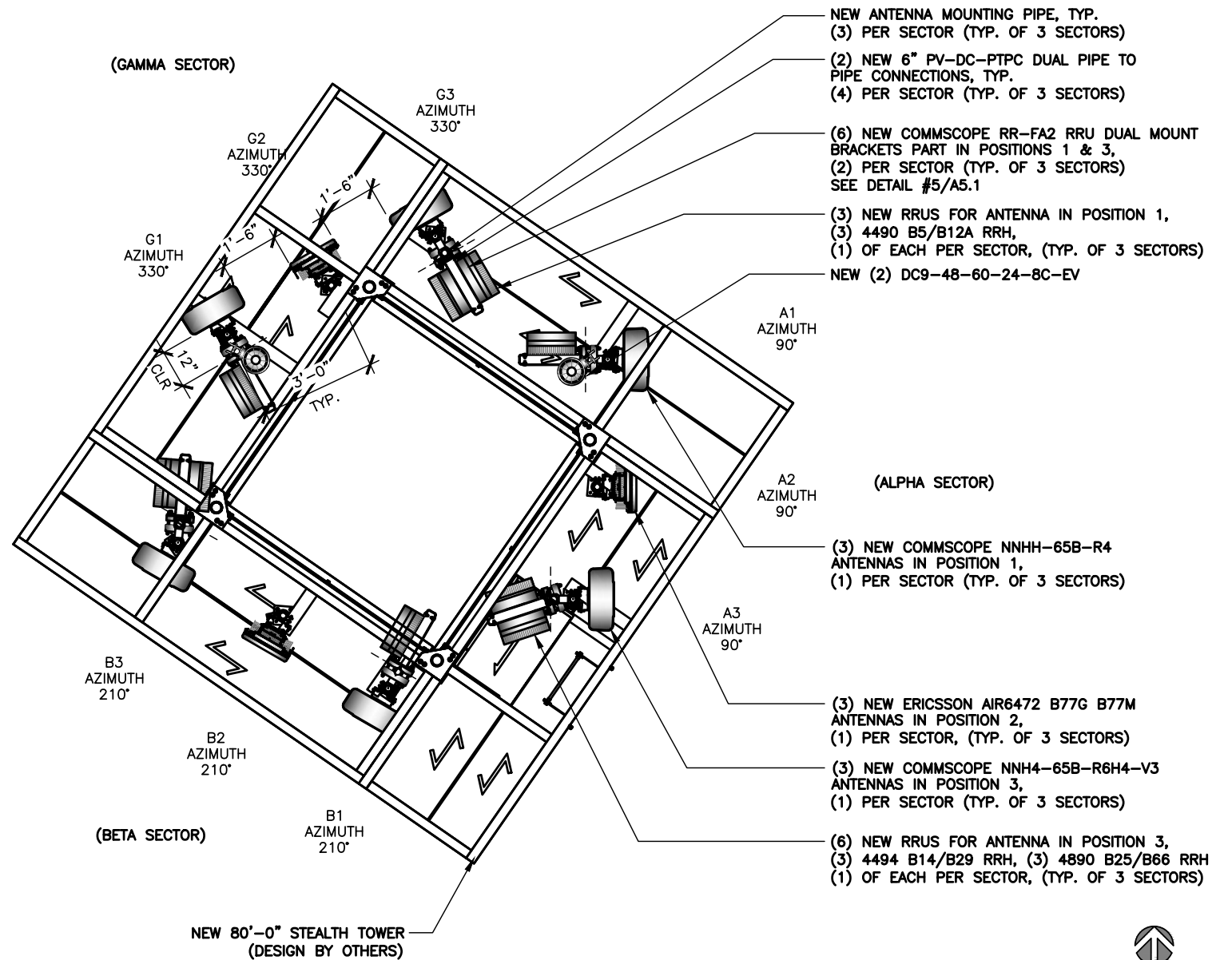
STRUCTURAL NOTES:

1. TOWER STRUCTURAL CALCULATIONS PREPARED BY OTHERS. CONTRACTOR TO VERIFY WITH PROJECT MANAGER TO OBTAIN A COPY
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



STRUCTURAL NOTES:

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PROPOSED TOWER ELEVATION

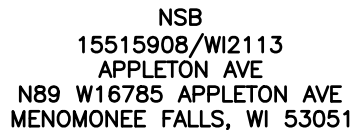
SCALE
N.T.S.

2

PROPOSED ANTENNA PLAN

SCALE: 1/4"=1'-0" (11x17)
(OR) 1/2"=1'-0" (22x34)

1



REVISIONS			
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B	05/05/25	90% REVIEW	CG
A	04/25/25	PREVIEW CDS	CG

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SHEET TITLE
TOWER
ELEVATION &
ANTENNA PLAN

SHEET NUMBER
A3

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1. CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
2. CABLE LENGTHS WERE DETERMINED BASED ON THE DESIGN DRAWING. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.
3. CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).

NOTES

NO SCALE

3

CABLE MARKING LOCATIONS TABLE	
NO	LOCATIONS
①	EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
②	EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING.
③	CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER.
④	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.
⑤	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.

1. THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE.
2. THE STANDARD IS BASED ON EIGHT COLORED TAPES-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE. ALL TAPE SHALL BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
3. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CHART".
4. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING STANDARD. IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAGGING SCHEME, OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY.
5. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
6. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.
7. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE NEW TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.

PROPOSED ANTENNA CONFIGURATION AND CABLE SCHEDULE BASED ON RE-SCOPING DATED N/A										
SECTOR	POS	TECH	ANTENNA	ANTENNA ̢ HEIGHT	AZ	TMA/RRU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWN TILTS
A	1	700/850	COMMSCOPE NNHH-65B-R4 (N)	75'-0" AGL	90°	(1) 4490 B5/B12A RRH (N)	(2) DC9-48-60-24-8C-EV FULL SQUIDS (N)	(2) 24PR FIBER TRUNKS (N) (6) #6 DC TRUNKS (N)	125'-0"	0
	2	C-BAND	ERICSSON AIR6472 B77G B77M (N)		90°	INTEGRATED RADIO				0
	3	700/850/AWS/PCS/WCS	COMMSCOPE NNH4-65B-R6H4-V3 (N)		90°	(1) 4494 B14/B29 RRH (N) (1) 4890 B25/B66 RRH (N)				0
	4	-	-		-	-				-
B	1	700/850	COMMSCOPE NNHH-65B-R4 (N)	75'-0" AGL	210°	(1) 4490 B5/B12A RRH (N)			125'-0"	0
	2	C-BAND	ERICSSON AIR6472 B77G B77M (N)		210°	INTEGRATED RADIO				0
	3	700/850/AWS/PCS/WCS	COMMSCOPE NNH4-65B-R6H4-V3 (N)		210°	(1) 4494 B14/B29 RRH (N) (1) 4890 B25/B66 RRH (N)				0
	4	-	-		-	-				-
C	1	700/850	COMMSCOPE NNHH-65B-R4 (N)	75'-0" AGL	330°	(1) 4490 B5/B12A RRH (N)			125'-0"	0
	2	C-BAND	ERICSSON AIR6472 B77G B77M (N)		330°	INTEGRATED RADIO				0
	3	700/850/AWS/PCS/WCS	COMMSCOPE NNH4-65B-R6H4-V3 (N)		330°	(1) 4494 B14/B29 RRH (N) (1) 4890 B25/B66 RRH (N)				0
	4	-	-		-	-				-

CABLE MARKING COLOR CONVENTION TABLE								
ALPHA, A, X, #1	A1-1 +45	A1-2 -45	A2-1 +45	A2-2 -45	A3-1 +45	A3-2 -45	A4-1 +45	A4-2 -45
Sector	RED	RED	RED	RED	RED	RED	RED	RED
Antenna	WHITE	WHITE	ORANGE	ORANGE	BROWN	BROWN	VIOLET	VIOLET
Port (+/-)	SLATE	BROWN	SLATE	BROWN	SLATE	BROWN	SLATE	BROWN
BAND (Low/Hi)	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/
*See notes 13 and	VIOLET/	VIOLET/	ORANGE/	ORANGE/	VIOLET/	VIOLET/	VIOLET/	VIOLET/
BEAM (Left/Right)	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/
*See note 14 below	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW
BETA, B, Y, #2	B1-1 +45	B1-2 -45	B2-1 +45	B2-2 -45	B3-1 +45	B3-2 -45	B4-1 +45	B4-2 -45
	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE
	WHITE	WHITE	ORANGE	ORANGE	BROWN	BROWN	VIOLET	VIOLET
	SLATE	BROWN	SLATE	BROWN	SLATE	BROWN	SLATE	BROWN
Antenna	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/
Port	VIOLET/	VIOLET/	VIOLET/	VIOLET/	VIOLET/	VIOLET/	VIOLET/	VIOLET/
BAND (Low/Hi)	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/
*See notes 13 and	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW
BEAM (Left/Right)								
*See note 14 below								
GAMMA, C, Z, #3	C1-1 +45	C1-2 -45	C2-1 +45	C2-2 -45	C3-1 +45	C3-2 -45	C4-1 +45	C4-2 -45
	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN
	WHITE	WHITE	ORANGE	ORANGE	BROWN	BROWN	VIOLET	VIOLET
	SLATE	BROWN	SLATE	BROWN	SLATE	BROWN	SLATE	BROWN
Antenna	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/	ORANGE/
Port	VIOLET/	VIOLET/	VIOLET/	VIOLET/	VIOLET/	VIOLET/	VIOLET/	VIOLET/
BAND (Low/Hi)	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/	SLATE/
*See notes 13 and	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW
BEAM (Left/Right)								
*See note 14 below								

Site Fiber Color Code Chart		
Sector A		
Fiber Cable Pair #	Tape Band Color: Red	Function
1		LTE-700-A-RRH-A1
2		LTE-AWS-A-RRH-A2
3		LTE/UMTS-850/1900-A-RRH-A3
4		Sector A Spare
Sector B		
Fiber Cable Pair #	Tape Band Color: Blue	Function
5		LTE-700-B-RRH-B1
6		LTE-AWS-B-RRH-B2
7		LTE/UMTS-850/1900-B-RRH-B3
8		Sector B Spare
Sector C		
Fiber Cable Pair #	Tape Band Color: Green	Function
9		LTE-700-C-RRH-C1
10		LTE-AWS-C-RRH-C2
11		LTE/UMTS-850/1900-C-RRH-C3
12		Sector C Spare
= No Tape Band		

* INCLUDES SAFETY FACTOR OF 20' FT. (10 FT. AT BOTH ENDS OF CABLE RUN). CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION

(N) = NEW
(X) = EXISTING
(XR) = EXISTING/RELOCATED
(E) = ELECTRICAL
(M) = MECHANICAL

ANTENNA AND CABLING INFORMATION

NO SCALE

2

SCHEDULE

NO SCALE

1



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MENOMONEE FALLS, WI 53051

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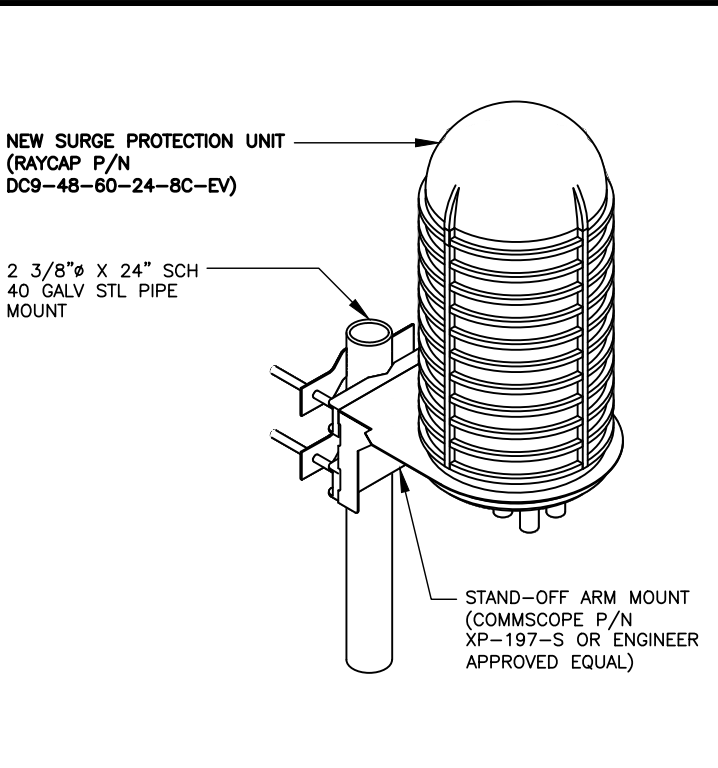
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SCHEDULE & CABLE NOTES

SHEET NUMBER

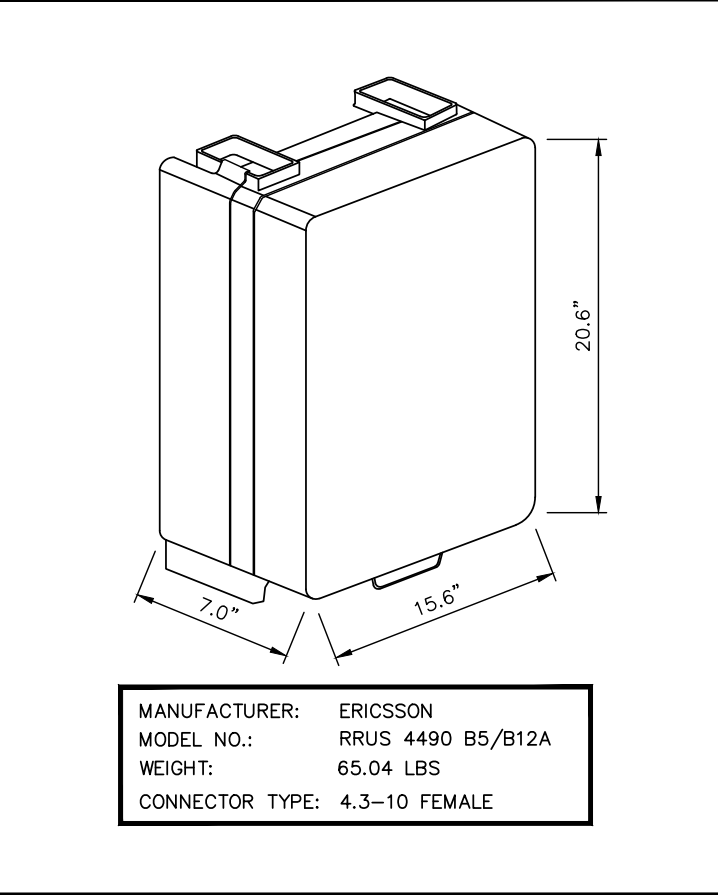
A4

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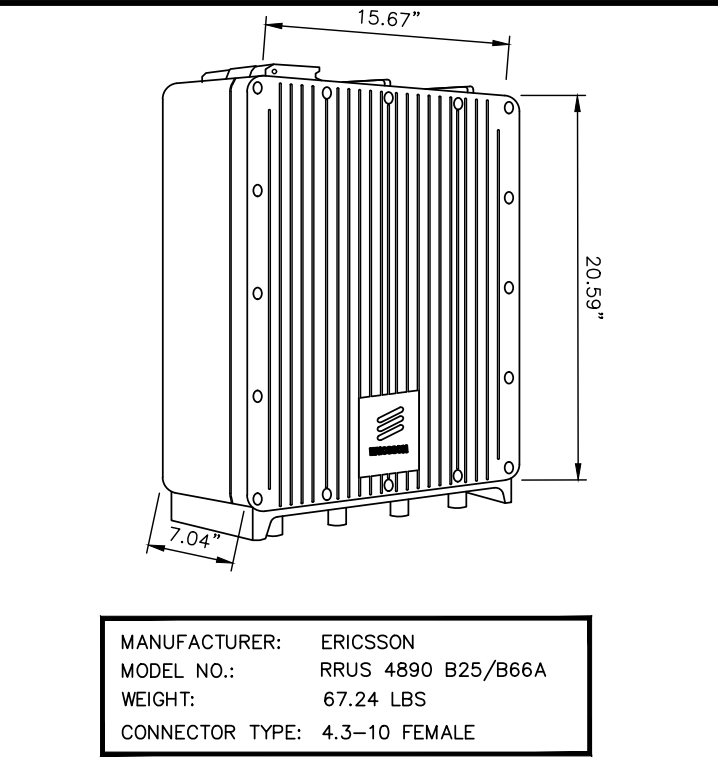
DC9-48-60-24-8C-EV DETAIL

SCALE	8
N.T.S.	



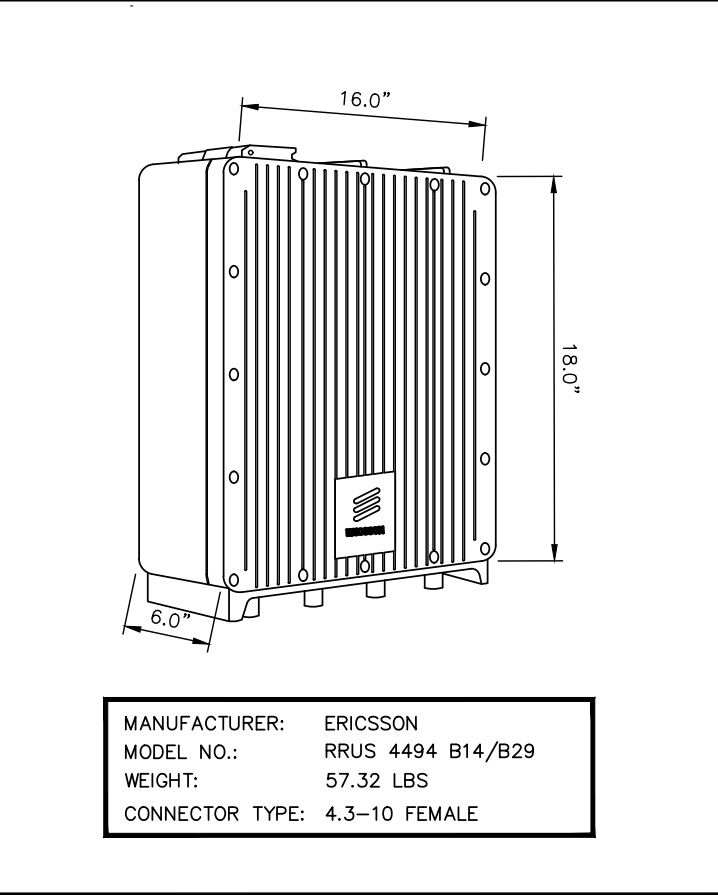
RRU DETAIL

SCALE	7
N.T.S.	



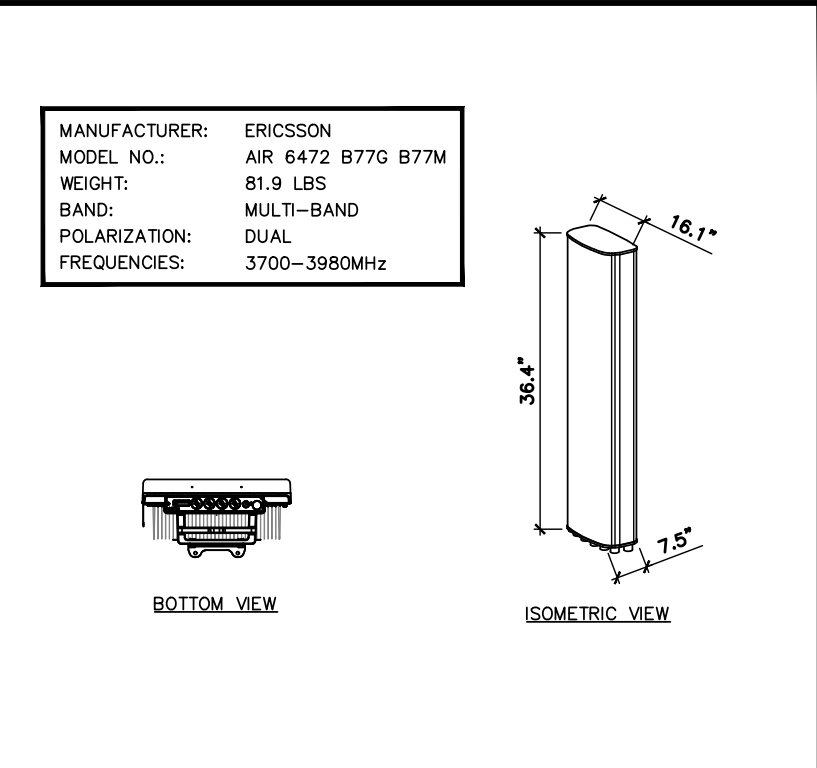
RRU DETAIL

SCALE	6
N.T.S.	



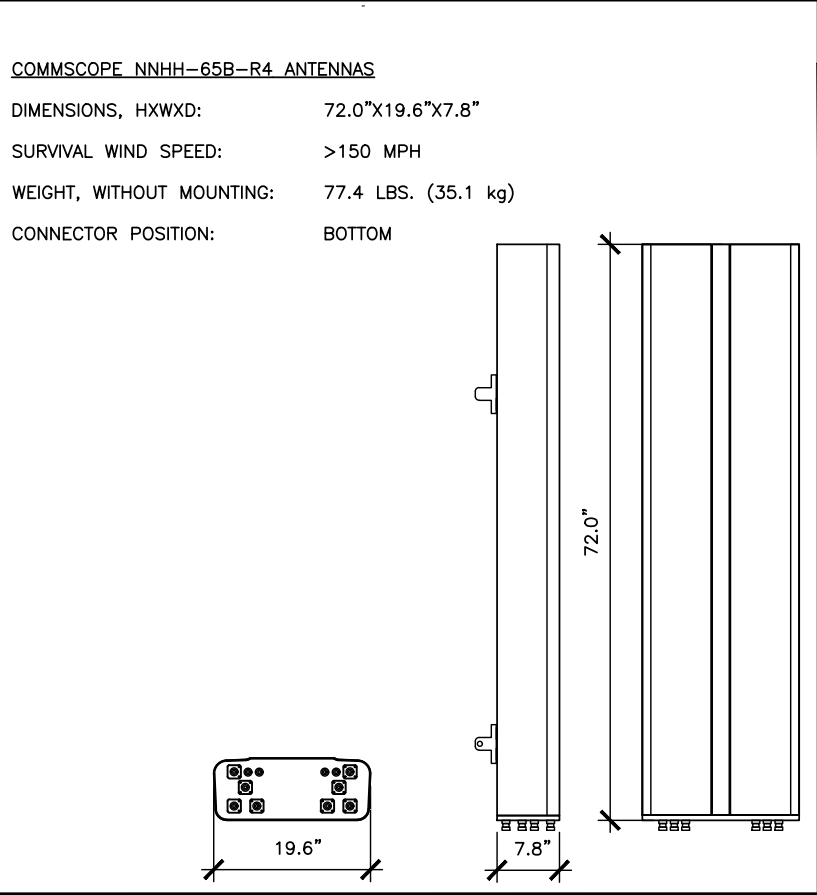
RRU DETAIL

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N.T.S.	



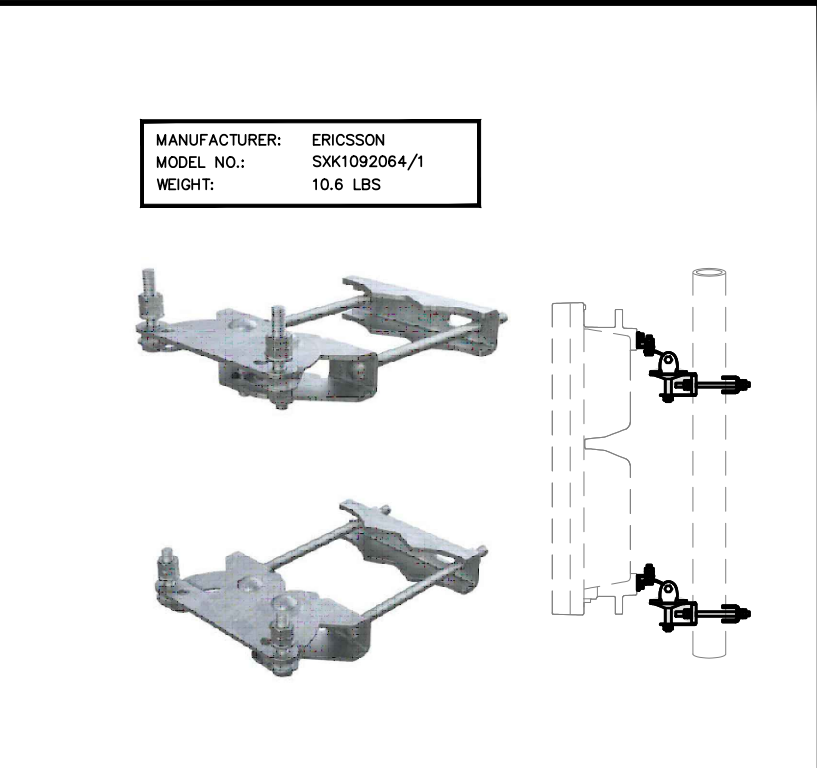
ANTENNA DETAIL

SCALE	4
N.T.S.	



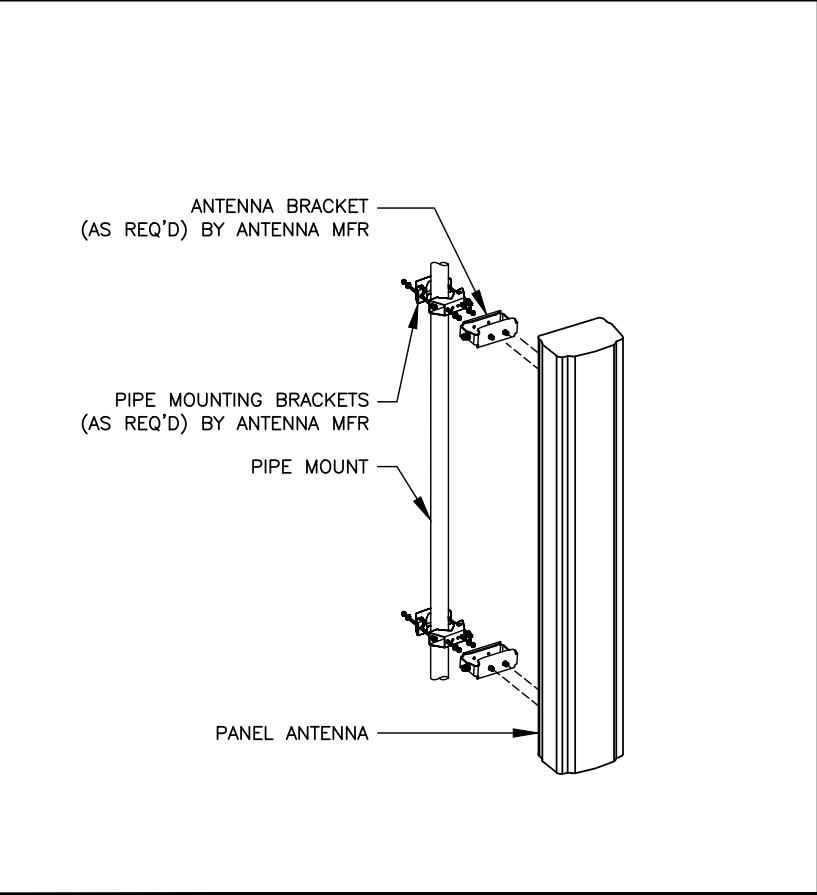
ANTENNA DETAIL

SCALE	3
N.T.S.	



ANTENNA MOUNTING DETAIL

SCALE	2
N.T.S.	



ANTENNA MOUNTING DETAIL

SCALE	1
N.T.S.	



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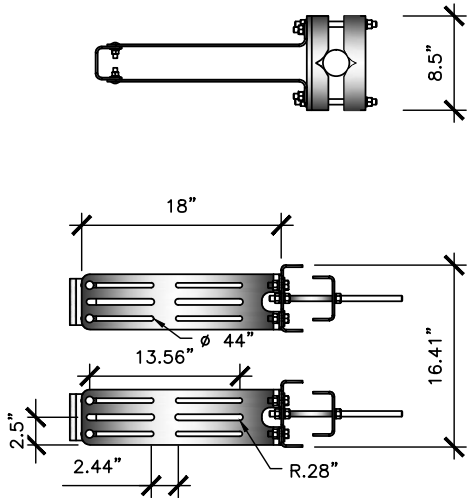
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SHEET TITLE
ANTENNA, RRUS & RAYCAP DETAILS

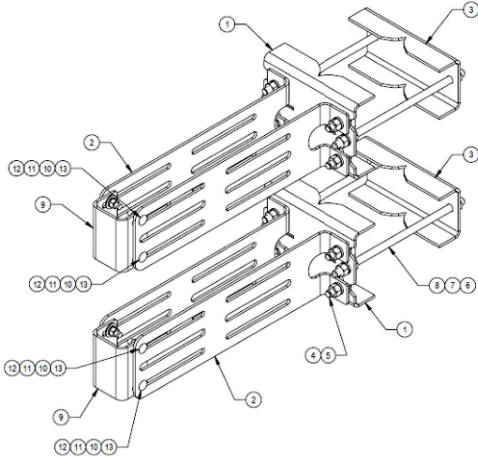
SHEET NUMBER
A5

COMMSCOPE RR-FA2 FAST ACCESS DUAL RRU MOUNT



COMPONENT PART NUMBERS PROVIDED FOR ASSEMBLY PURPOSES;
INDIVIDUAL COMPONENTS MAY BE SHIPPED AS PARTS WITHIN AN INCLUDED KIT.

ITEM	PART NO.	DESCRIPTION	QTY.	WEIGHT	NOTE NO.
1	MT-379	WELDED FRONT BRACKET	2	4.18 LBS	
2	MT-379	RRU HANGER	4	3.97 LBS	
3	MT-379	REAR BRACKET	2	3.10 LBS	
4	GW-04	1/2" GALV FLAT WASHER	8	0.04 LBS	
5	GB-04145	1/2" X 1-1/2" GALV BOLT KIT	8	0.13 LBS	
6	GW-04	1/2" GALV LOCK WASHER	12	0.01 LBS	
7	GN-04	1/2" GALV HEX NUT	12	0.04 LBS	
8	MT-379	1/2" X 12" GALV THREADED ROD	4	0.66 LBS	
9	RRFA-0001-00	BRACKET, RRU MOUNT SMALL STABILIZER	2	1.46 LBS	
10	GW-03	3/8" GALV FLAT WASHER	8	0.01 LBS	
11	GW-03	3/8" GALV LOCK WASHER	8	0.01 LBS	
12	GN-03	3/8" GALV HEX NUT	8	0.02 LBS	
13	MT-8196	3/8 X 1-1/4" CARRIAGE BOLT	8	0.052 LBS	

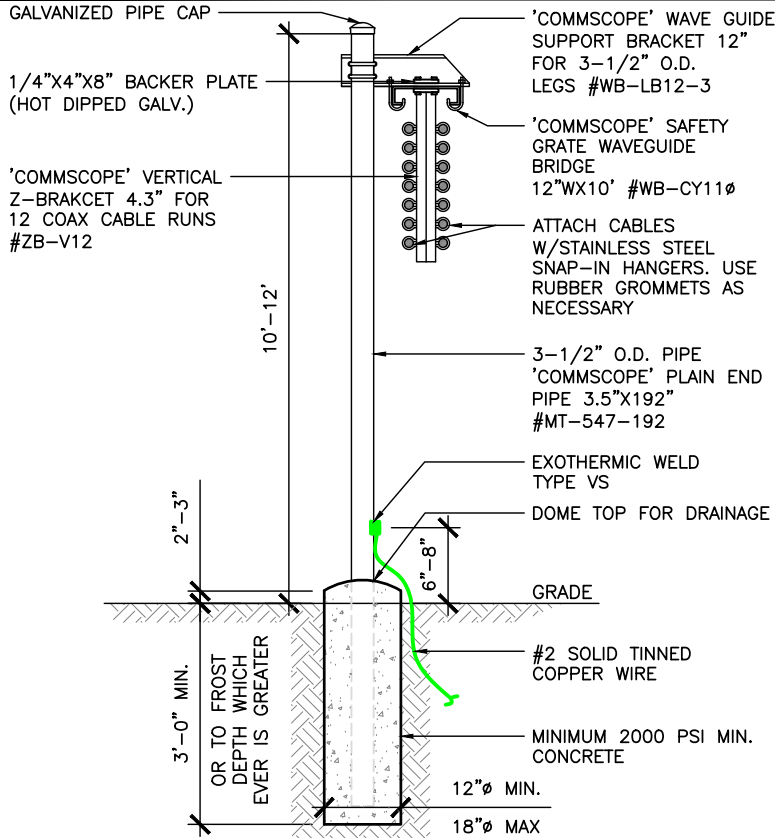


RRU DUAL MOUNTING DETAIL

SCALE
N.T.S.

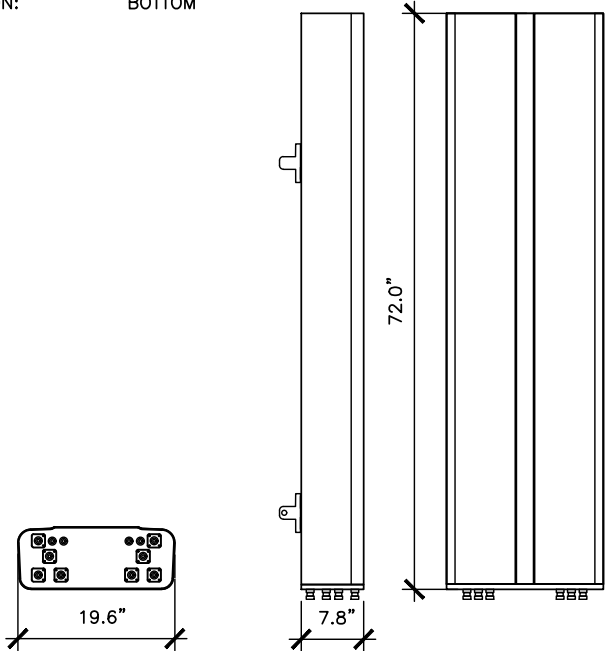
3

NOT USED



COMMSCOPE NNH4-65B-R6H4-V3 ANTENNAS

DIMENSIONS, HXWXD:	72.8"X19.6"X7.8"
SURVIVAL WIND SPEED:	>150 MPH
WEIGHT, WITHOUT MOUNTING:	78.705 LBS. (35.7 kg)
CONNECTOR POSITION:	BOTTOM



ICE BRIDGE DETAIL

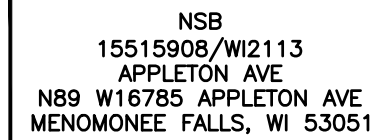
SCALE
N.T.S.

2

ANTENNA DETAIL

SCALE
N.T.S.

1



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SIGNED: 05/28/26

JOHN M. BANKS
8719-005
SOUTH ELGIN, IL

EXP. DATE: 07/31/2028

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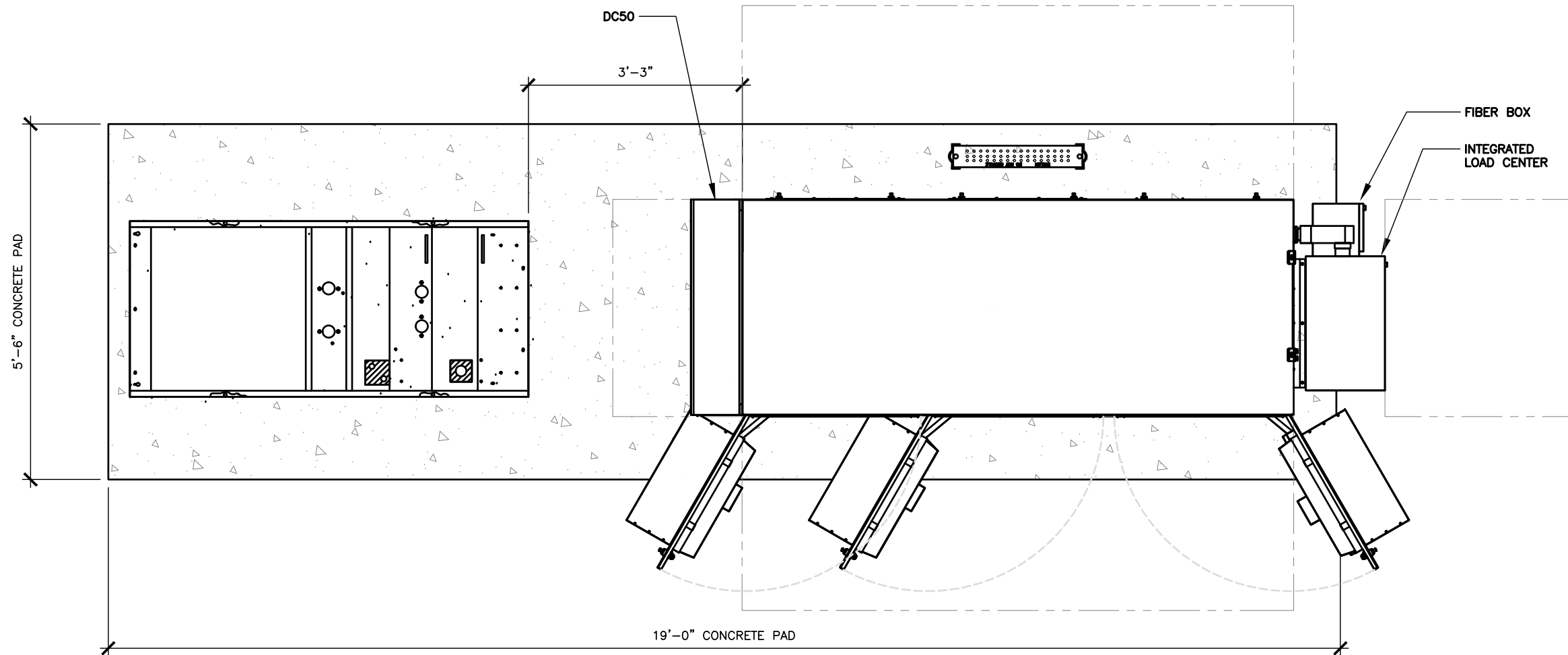
SHEET TITLE

DETAILS

SHEET NUMBER

A5.1

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AT&T EQUIPMENT LAYOUT

SCALE
N.T.S.

1



**JOHN M. BANKS
ARCHITECT**
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-212-8354

NSB
15515908/WI2113
APPLETON AVE
N89 W16785 APPLETON AVE
MENOMONEE FALLS, WI 53051

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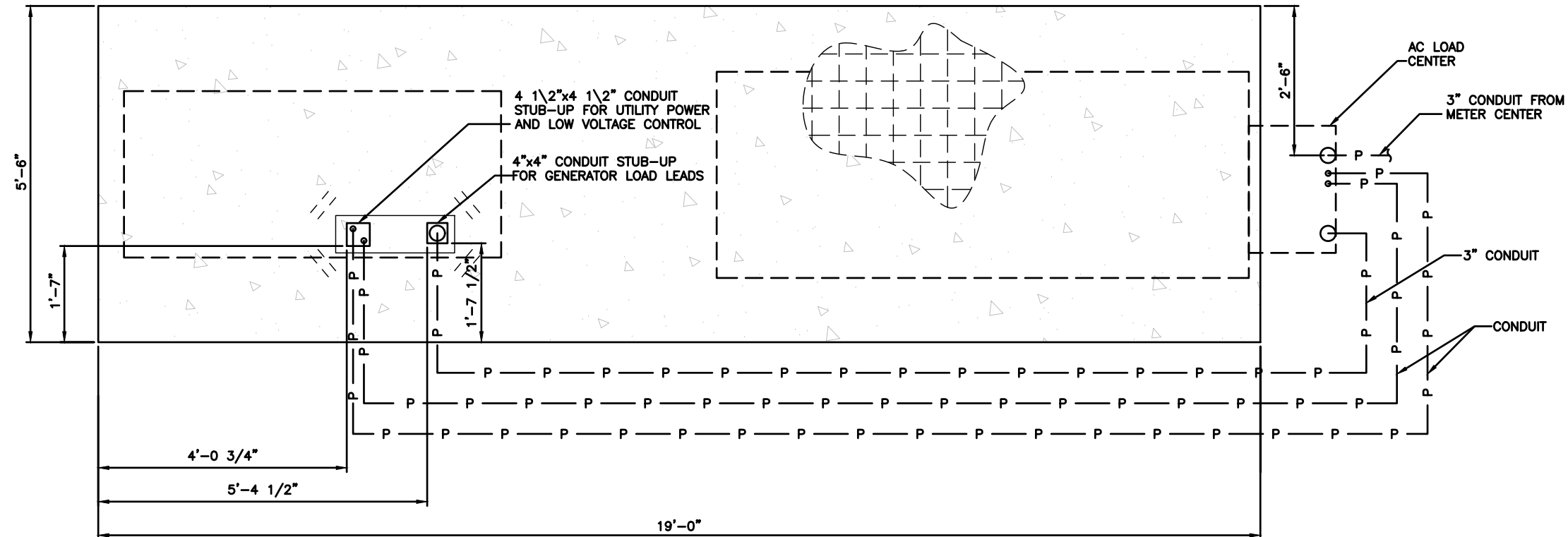
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SHEET TITLE
**EQUIPMENT
LAYOUT**

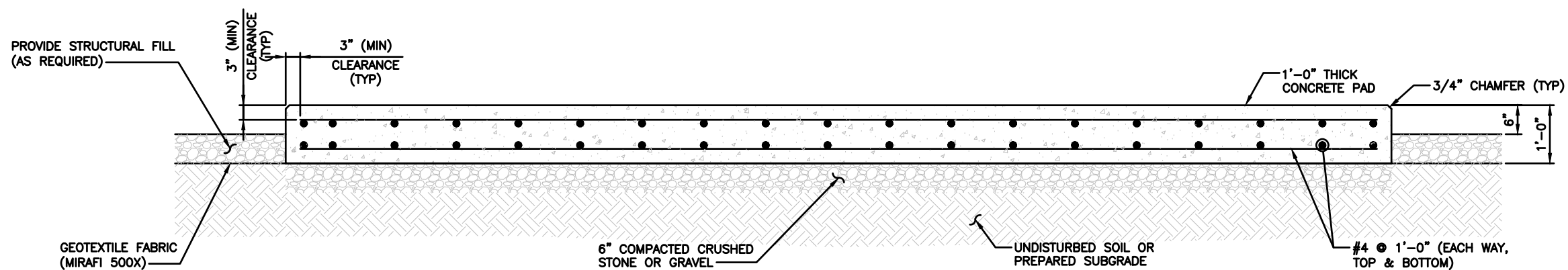
SHEET NUMBER
A6

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PLAN VIEW

NOTE:
USE 1/2" EXPANSION OR EPOXY
ANCHORS TO SECURE GENERATOR
TO PAD, MINIMUM EMBEDMENT IS 4"



ELEVATION VIEW

CONCRETE PAD DETAILS

SCALE
N.T.S. 1

AT&T
930 NATIONAL PARKWAY
SCHAUMBURG, IL 60173

MasTec
Network Solutions
1501 E. MONROE STREET
TASCARA, IL 60143

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PHONE: 847-277-0070
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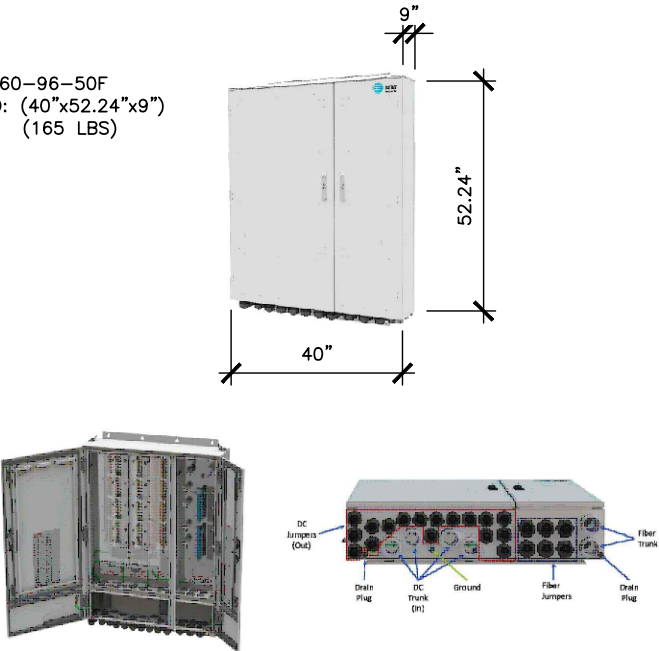
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SHEET TITLE
CONCRETE PAD DETAILS

SHEET NUMBER
A7

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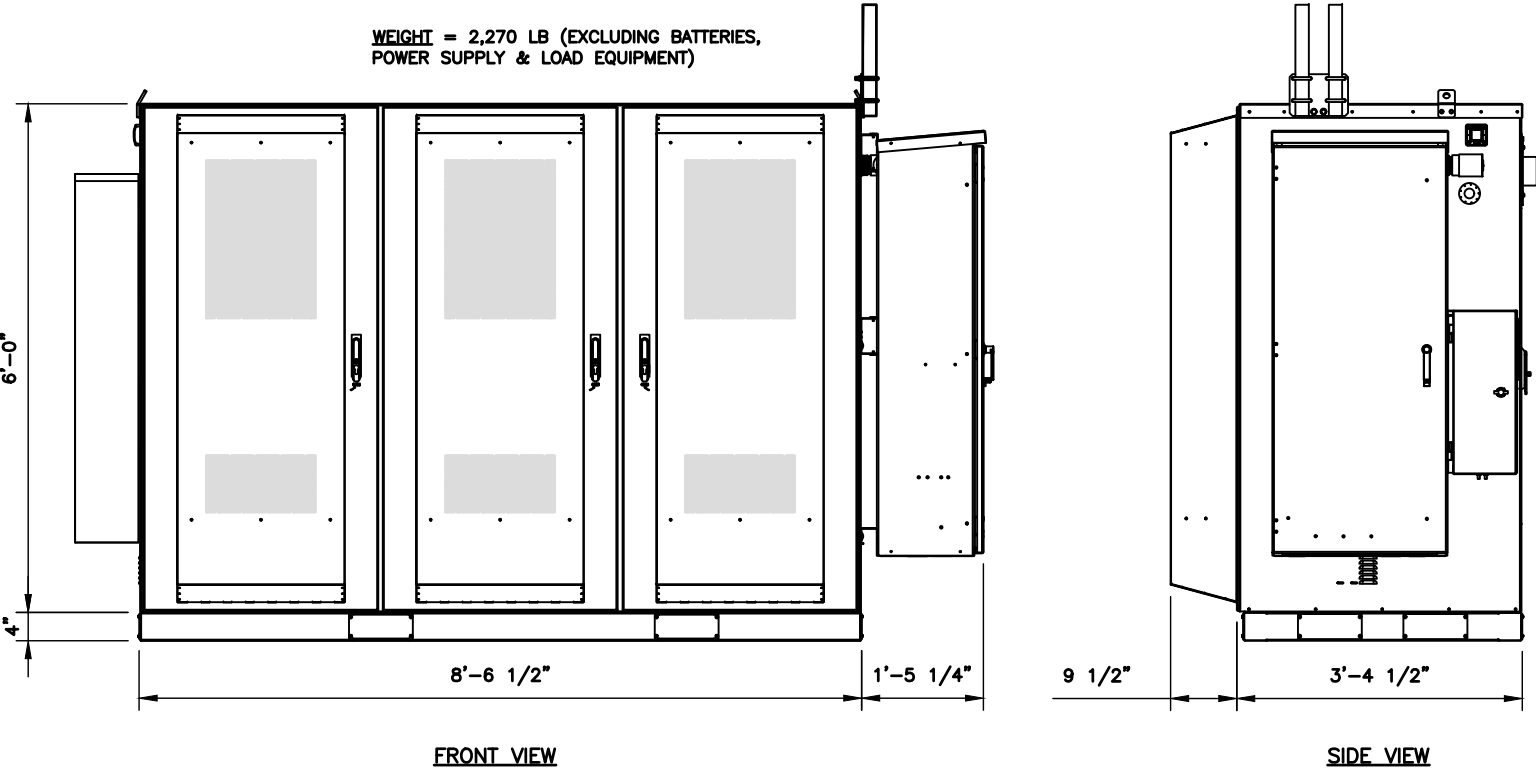
RAYCAP DC50-48-60-96-50F
DIMENSIONS, WxHxD: (40"x52.24"x9")
WEIGHT: (165 LBS)



RAYCAP DC50-48-60-96-50F DETAIL

SCALE
N.T.S. 3

WEIGHT = 2,270 LB (EXCLUDING BATTERIES,
POWER SUPPLY & LOAD EQUIPMENT)

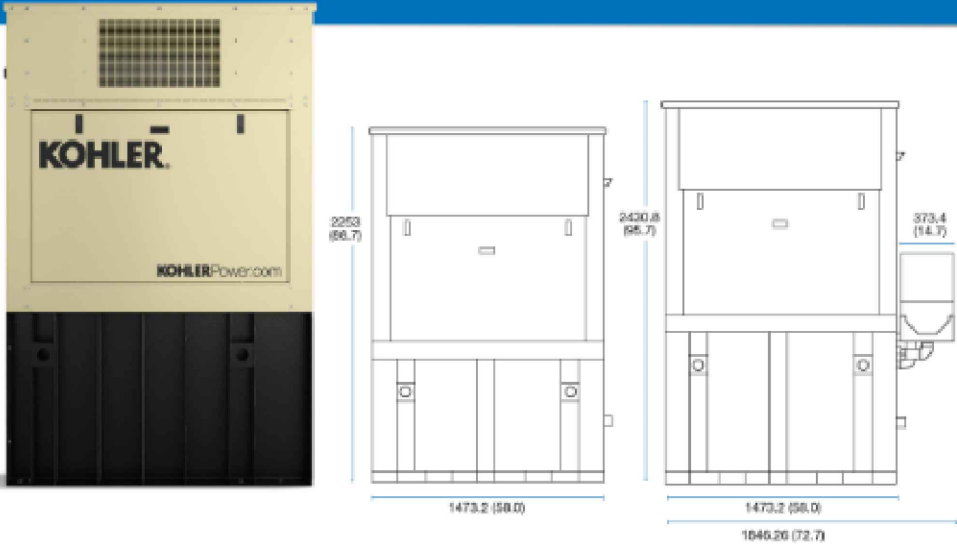


W.U.C. ELEVATIONS

SCALE
N.T.S. 2

THE ULTIMATE POWER SOLUTION
FOR SMALL SPACES.

Ideal for the telecom industry, our 20REOZK-C is built to fit in tight locations — all while packing the power you need to back up your systems for years to come.



COMPACT FOOTPRINT

Our reduced rectangular footprint is specially designed for cell tower platform applications, while still providing easy maintenance touch points and 48 hours of runtime.

RELIABLE POWER

Our direct engine/alternator design eliminates the possibility of generator failure due to improper adjustment or belt breakdowns.

SINGLE-SIDE SERVICE

Maintenance is made easy with one service area. All frequently serviced touch points are located on the same side and accessible by easy-to-remove doors.

QUIET PERFORMANCE

Our sound enclosure delivers a sound performance of 65 dBA—which is among the quietest available.

MODEL	20REOZK-C Standard Tank	20REOZK-C State Tank
Fuel Type	Diesel	
Engine Make	KOHLER, KDI	
Number of Cylinders	4 inline	
Displacement, L (cu. in.)	2.5 (158)	
Operating Speed (rpm)	1800	
Controller	KOHLER Decision-Maker 3000	
Voltage	120/240, single phase	
Breaker	100 A	
Alternator	Poles: 4 Bearing: 1, sealed Voltage Regulator: digital, integrated Steady State Voltage Regulation: ± 0.5% Insulation: NEMA MG1, Class H	
Sound Enclosure	Steel with Stainless Steel Hardware – 65 dBA	
Tank Gallons/48 Hrs @ Full Load	105	105
Footprint Dimensions, L x W x H, mm (in)	1473.2 x 762.0 x 2253.0 (58.0 x 30.0 x 88.7)	1473.2 x 762.0 x 2430.8 (58.0 x 30.0 x 95.7)
Overall Dimensions, L x W x H, mm (in) including spill box	1846.6 x 812.8 x 2430.8 (72.7 x 32.0 x 95.7)	
Weight (lbs)	2,164	2,250
Diesel Fuel Consumption – Standby, Lph (gph) at % Load	100% 7.2 (1.9) 75% 5.7 (1.5) 50% 3.8 (1.0)	
State Tank Options Included	5-Gallon Spill Containment High Fuel Level Switch with Alarm	

DIESEL GENERATOR KOHLER DETAIL

SCALE
N.T.S. 1

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TAMPA, FL 33604

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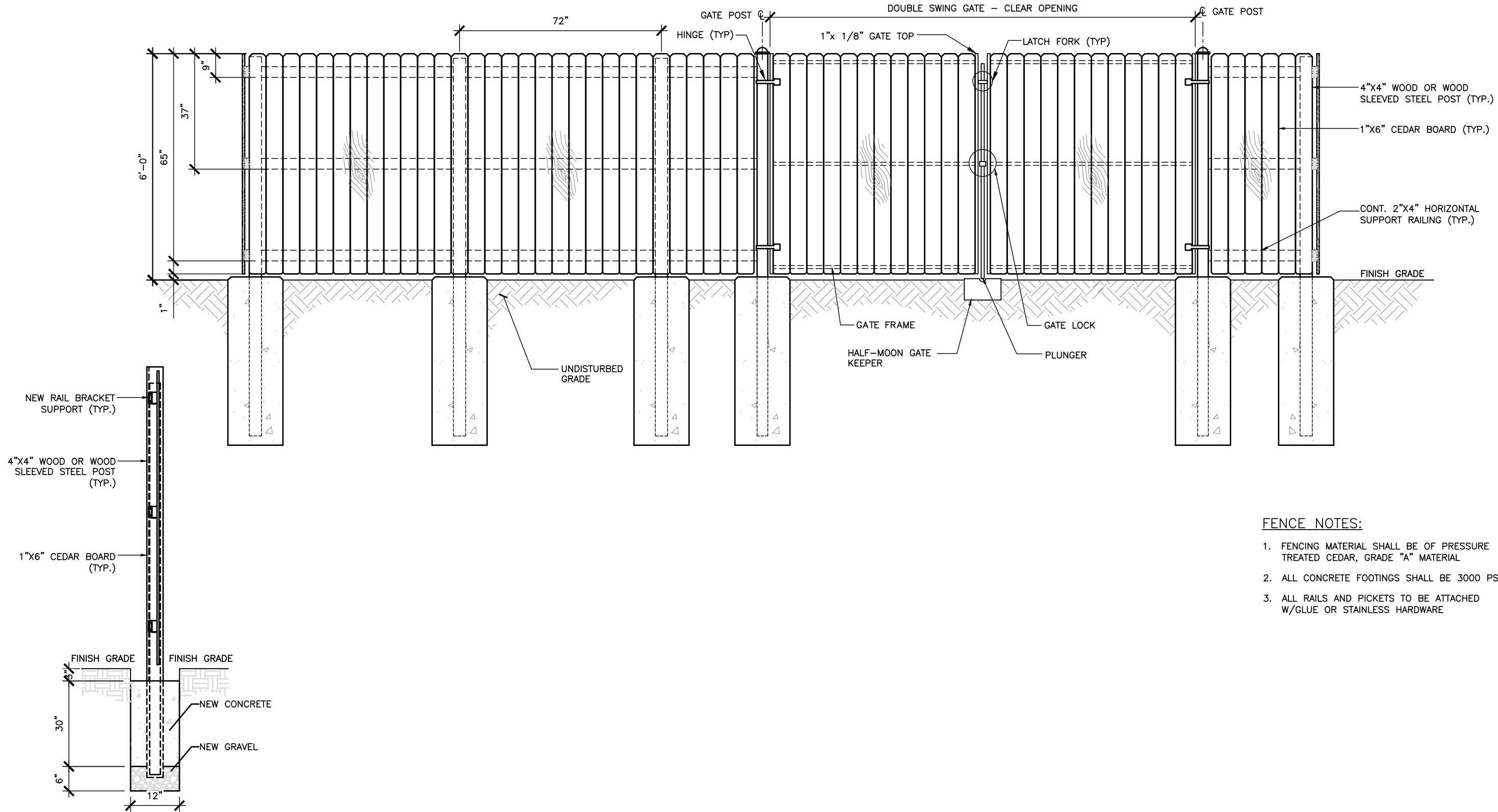
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8719-005
SOUTH ELGIN, IL
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SHEET TITLE
EQUIPMENT SPECIFICATION

SHEET NUMBER
A8

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- FENCE NOTES:
- FENCING MATERIAL SHALL BE OF PRESSURE TREATED CEDAR, GRADE "A" MATERIAL
 - ALL CONCRETE FOOTINGS SHALL BE 3000 PSI
 - ALL RAILS AND PICKETS TO BE ATTACHED W/GLUE OR STAINLESS HARDWARE

FENCE DETAILS

NO SCALE 1

**AT&T**
930 NATIONAL PARKWAY
SCHAUMBURG, IL 60173

**MasTec**
Network Solutions
LOCAL & NATIONAL SERVICE
TRUSTED & RELIABLE

**WESTCHESTER**
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WI Firm No. 4897-11

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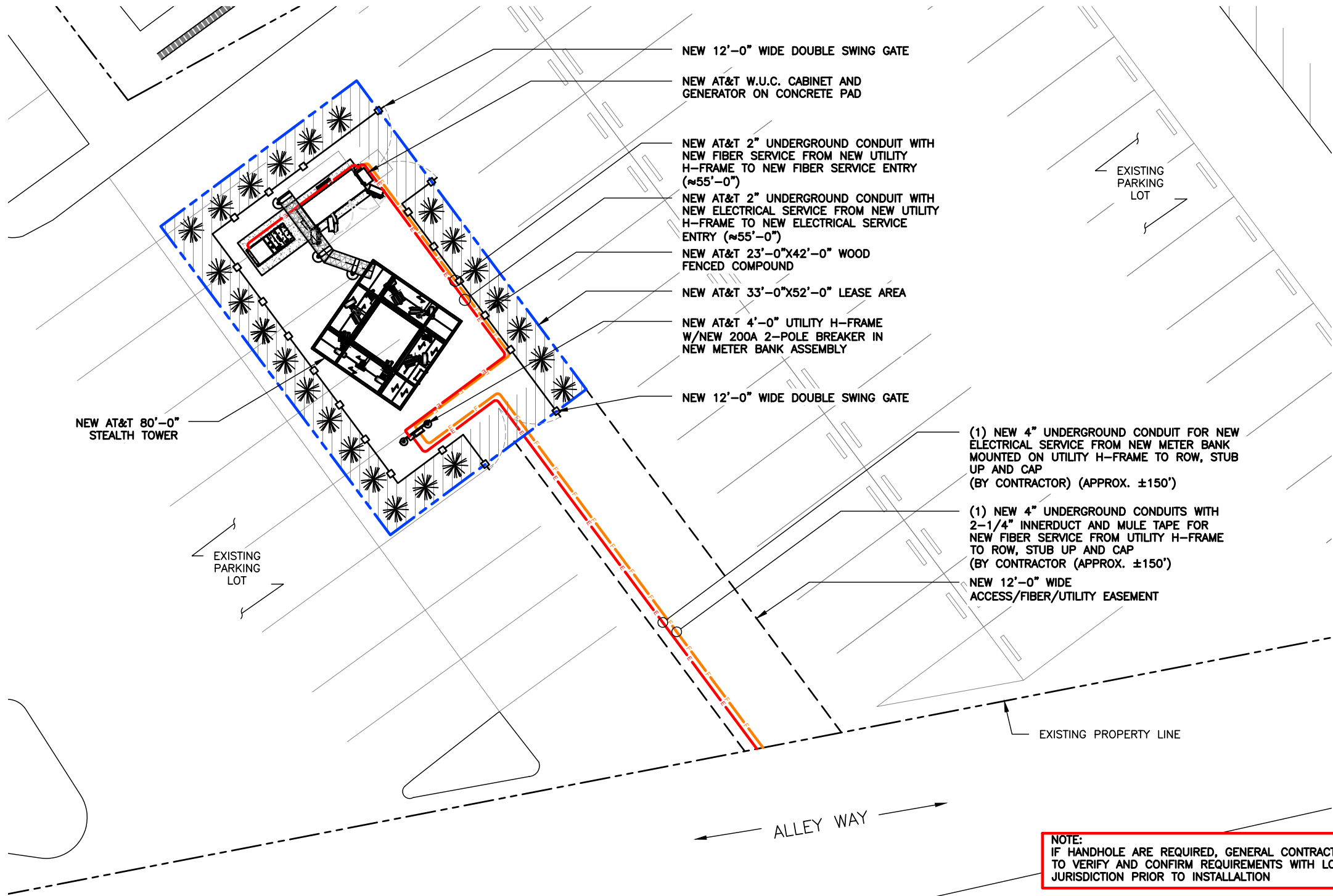
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SHEET TITLE
FENCE DETAILS

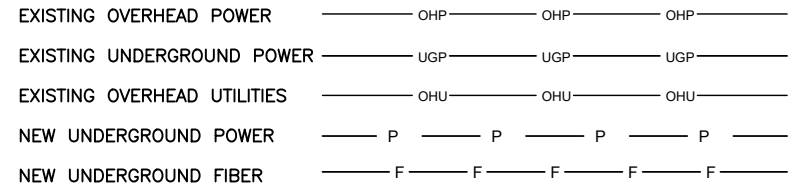
SHEET NUMBER
A9

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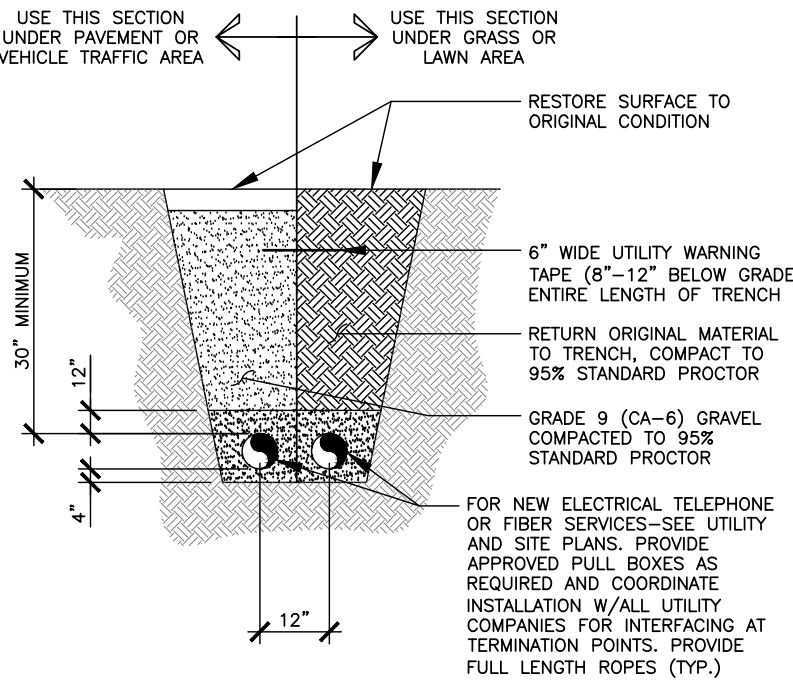
NOTE:
IF HANDHOLE ARE REQUIRED, GENERAL CONTRACTOR TO VERIFY AND CONFIRM REQUIREMENTS WITH LOCAL JURISDICTION PRIOR TO INSTALLATION

NOTE:
EXACT SOURCE AND ROUTING OF POWER AND FIBER TO BE DETERMINED UPON COORDINATION WITH POWER AND FIBER COMPANIES. GENERAL CONTRACTOR TO CONFIRM & OBTAIN COPY OF THE UTILITY COORDINATION WITH CONSTRUCTION MANAGER PRIOR TO INSTALLATION



1. ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PVC. EXCEPT THAT ELBOWS AND RISERS SHALL BE RMC ALL UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2'-0" MINIMUM SHALL BE REQUIRED.
2. THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT, (10'-0") TEN FEET IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD ATT-TP 26416.
3. TWO CONDUITS ARE SHOWN IN DETAIL 2, ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH. A MINIMUM SEPARATION IS REQUIRED PER THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE EXTERIOR WALL TO EXTERIOR WALL SEPARATION OF CONDUITS.
4. CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
5. TRENCHING SAFETY; INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
6. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

LEGEND **NOT TO SCALE** **2**



CONDUIT SPACING SCHEDULE		
CONDUIT #1	MINIMUM CONDUIT SEPARATION	CONDUIT #2
POWER	* = 6 INCHES	POWER
POWER	* = 12 INCHES	TELCO, COMMUNICATIONS & CONTROL CIRCUITS
TELCO, COMMUNICATIONS & CONTROL CIRCUITS	* = 6 INCHES	TELCO, COMMUNICATIONS & CONTROL CIRCUITS

UTILITY PLAN

0 4' 16' 32'

SCALE: 1/32"=1'-0" (11x17)
(OR) 1/16"=1'-0" (22x34)

TRENCH DETAIL

NOT TO SCALE **1**



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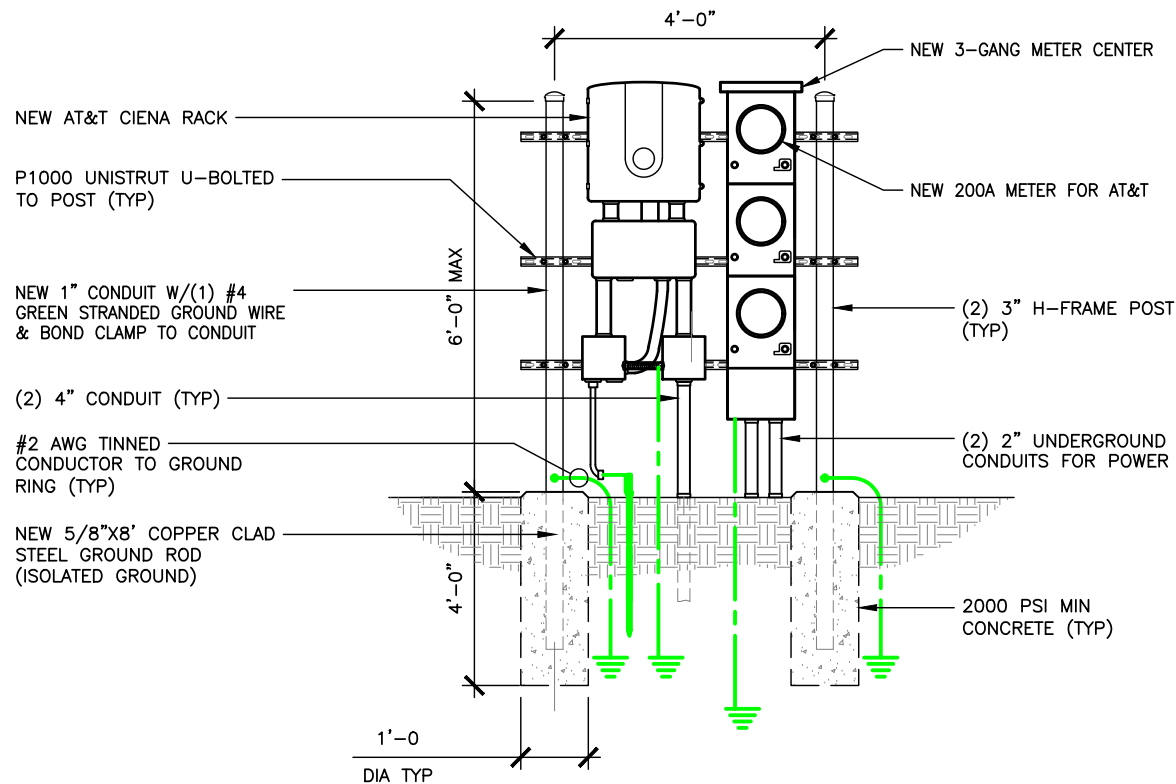
SHEET TITLE

UTILITY PLAN AND DETAILS

SHEET NUMBER

E1

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H-FRAME DETAIL

NOT TO
SCALE

2

PANEL SCHEDULE

INTEGRATED LOAD CENTER

LOAD				LOAD PER PHASE (VA)		WIRE COLOR	LOADS CONTINUOUS	LOADS NON-CONTINUOUS	LOADS SUB-PANEL	WIRE SIZE	GROUNDING WIRE SIZE	TRIP	TRIP	GROUNDING WIRE SIZE	WIRE SIZE	LOADS SUB-PANEL	LOADS NON-CONTINUOUS	LOADS CONTINUOUS	WIRE COLOR	LOAD PER PHASE (VA)		UNIT V.A.	QTY.	LOAD	
DESCRIPTION	QTY.	UNIT V.A.	PHASE		PHASE															DESCRIPTION					
			A	B	A																			B	
1	RECTIFIER #1	1	1400	1400		BLK	X			8	(10)	40	40	(10)	8			X	BLK	1400		1400	1	RECTIFIER #5	2
3		1	1400		1400	RED												RED		1400		1400	1		4
5	RECTIFIER #2	1	1400	1400		BLK	X			8	(10)	40	40	(10)	8			X	BLK	1400		1400	1	RECTIFIER #6	6
7		1	1400		1400	RED													RED		1400		1400		1
9	RECTIFIER #3	1	1400	1400		BLK	X			8	(10)	40	40	(10)	8			X	BLK	1400		1400	1	RECTIFIER #7	10
12		1	1400		1400	RED													RED		1400		1400		1
13	RECTIFIER #4	1	1400	1400		BLK	X			8	(10)	40	40	(10)	8			X	BLK	1400		1400	1	RECTIFIER #8	14
15		1	1400		1400	RED													RED		1400		1400		1
17						BLK													BLK						18
19						RED	X			12	12	20							RED						20
21	GFCI RECEPTACLES	2	180	360		BLK	X			12	(12)	20							BLK						22
23	OPTIONAL FIBER BOX RECEPTACLE	1	180		180	RED	X			12	12	20							RED						24
25	BATTERY CHARGER	1	240	240		BLK	X			12	12	20							BLK						26
27	BLOCK HEATER	1	1500		1500	RED	X			12	12	20							RED						28
29	OIL HEATER	1	180	180		BLK	X			12	12	20							BLK						30
		SUBTOTAL CONTINUOUS		6,380	7,280															5,600	5,600	SUBTOTAL CONTINUOUS	TOTAL KVA CONTINUOUS x 1.25	31.075	
		SUBTOTAL NON-CONTINUOUS		-	-															-	-	SUBTOTAL NON-CONTINUOUS	TOTAL KVA NON-CONTINUOUS	-	
		SUBTOTAL SUB-PANEL		-	-															-	-	SUBTOTAL SUB-PANEL	TOTAL KVA SUB-PANEL	-	
PANEL DESIGNATION: ELECTRICAL PANEL (ITEM 2)																						TOTAL KVA		31.075	
MAIN LUGS: N/A		MAIN BREAKER: 200 AMP		BRANCH BREAKER TYPE: SIEMENS - BL										TOTAL KVA		31.075									
VOLTAGE: 120/240		CYCLE: 60		PHASE: 1		WIRES: 3		MAIN COPPER BUS: 200 AMPS				NEUTRAL: 200 AMPS		TOTAL AMPS		129.48									



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SHEET TITLE
H-FRAME
DETAIL AND
PANEL
SCHEDULE

SHEET NUMBER
E2

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NEW AT&T EQUIPMENT
GROUND RING

EQUIPMENT
GROUND BAR

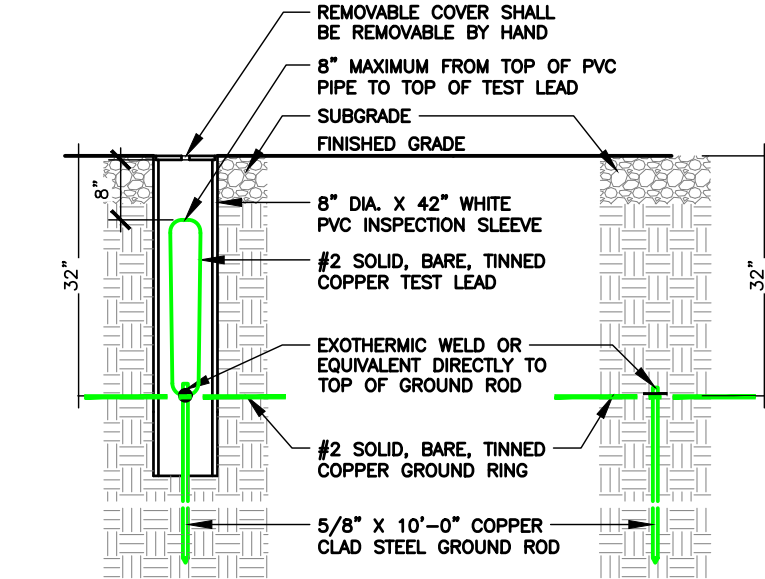
TOWER BASE
GROUND BAR

#2 SOLID TINNED
GROUND WIRE

GROUNDING LEGEND

- EXOTHERMIC WELD CONNECTION
- COMPRESSION FITTING CONNECTION
- MECHANICAL CONNECTION
- 5/8"x10' COPPER-CLAD STEEL GROUND ROD
- 5/8"x10' COPPER-CLAD STEEL GROUND ROD WITH INSPECTION WELL
- PROPOSED GROUND WIRING
- EXISTING GROUND WIRING
- TINNED COPPER GROUND BAR
- 1/4"x4"x12" OR 1/4"x4"x20"
- CGB COLLECTOR GROUND BAR
- MGB MAIN GROUND BAR

NOTE:
OBJECTIVE:
• RING AROUND TOWER WITH ALL TOWER LEGS GROUNDED, MONOPOLE SHALL HAVE AT LEAST TWO GROUNDS TO EARTH.
• CONNECTION TO FENCE POSTS AT ALL CORNERS OR CHANGES IN FENCE DIRECTION GREATER THE 45'.
• CONNECTIONS TO EACH SIDE OF ANY GATE POSTS.
• CONNECTIONS TO UTILITY H-FRAME.
• INSTALL ENOUGH GROUND RODS TO ENSURE 5 OHMS OR LESS RESISTANCE.



GROUND WELL, ROD, AND TEST WELL DETAIL SCALE N.T.S. 2

NEW AT&T WALK UP CABINET ON NEW
AT&T STEEL PLATFORM FRAME

NEW AT&T H-FRAME

MGB

TO ICE BRIDGE POSTS AND
TOWER GROUND SYSTEM

#2 SOLID TINNED
GROUND WIRE

TO TOWER GROUND RING

EQUIPMENT GROUNDING PLAN

SCALE N.T.S. 3

EQUIPMENT GROUNDING PLAN

SCALE N.T.S. 1



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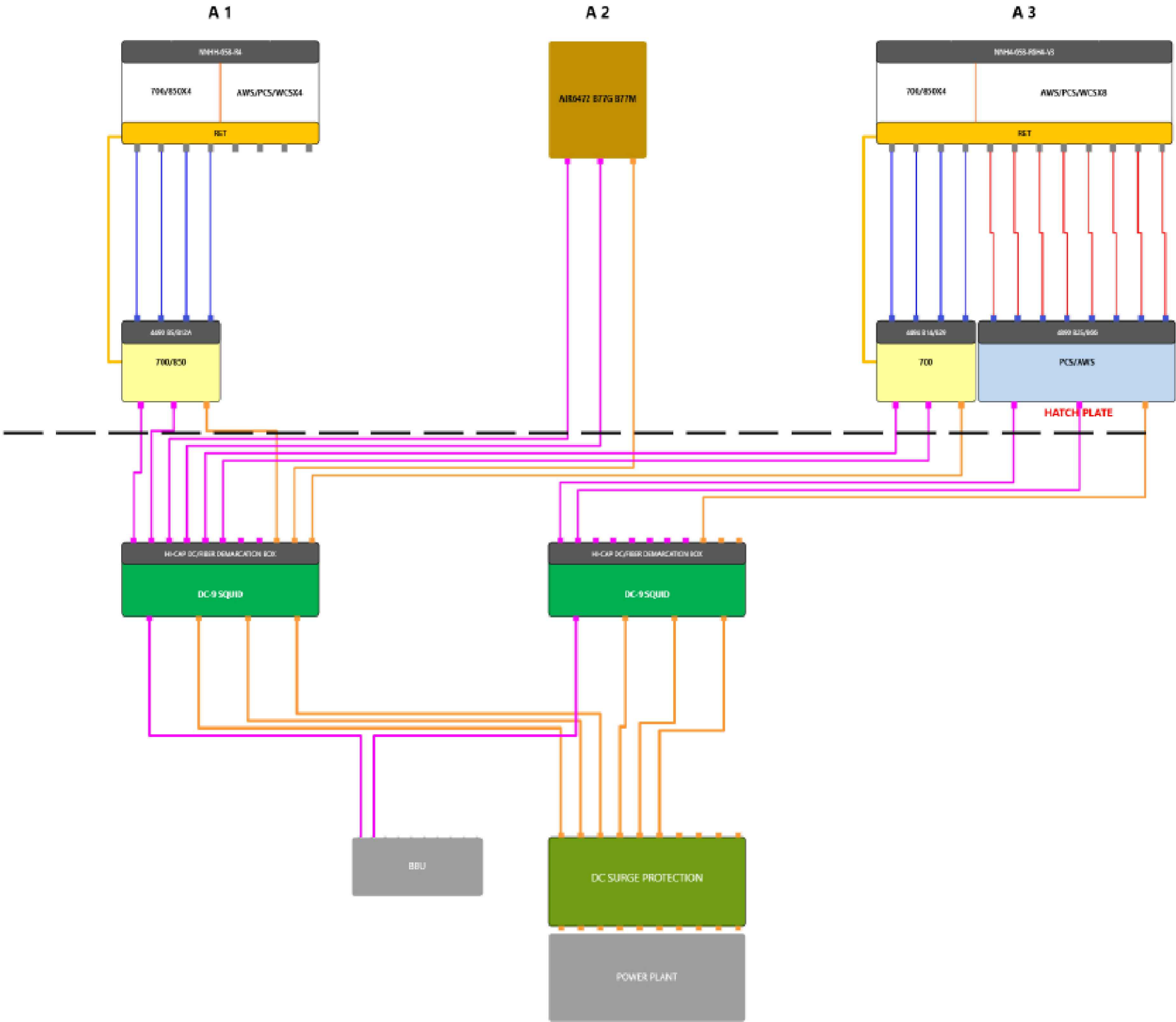
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SHEET TITLE
EQUIPMENT
GROUNDING
PLAN &
DETAILS

SHEET NUMBER
E3

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NOT USED

SCALE
N.T.S.

2

GENERIC ANTENNA CABLING SINGLE LINE DIAGRAM

0 3" 6" 1'

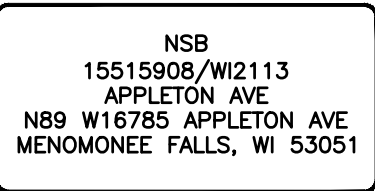
SCALE: 3/4" = 1'-0" (24x36)
(OR) 3/8" = 1'-0" (11x17)

3

NOT USED

SCALE
N.T.S.

1



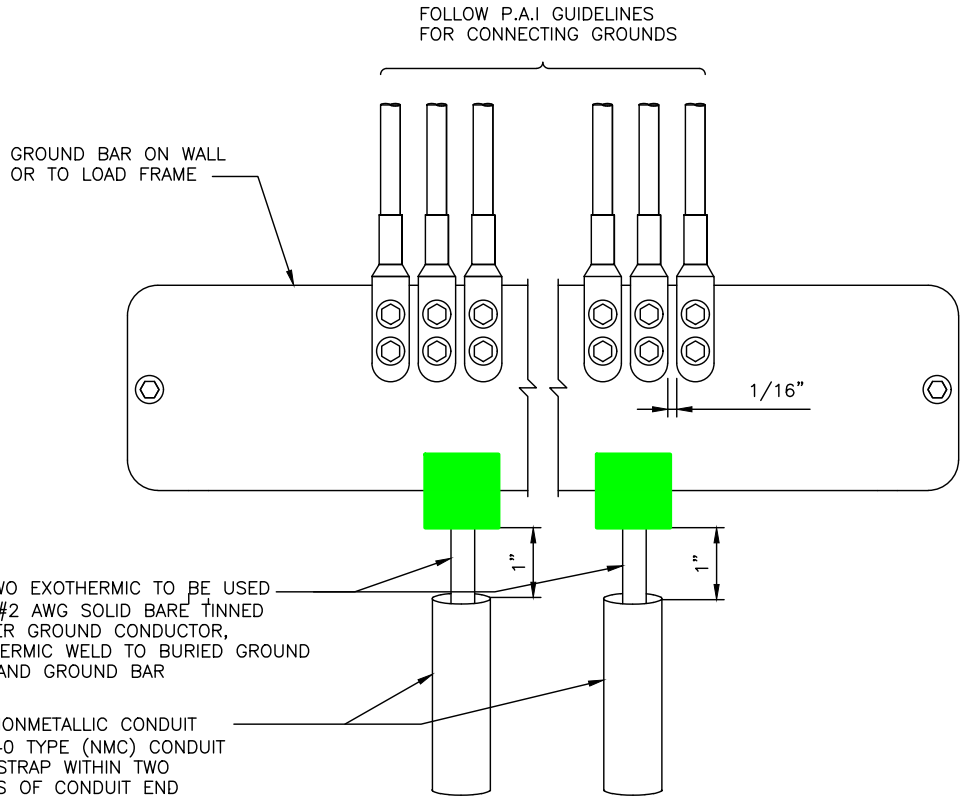
REVISIONS				
REV.	DATE	DESCRIPTION	INITIALS	
1	05/28/26	PERMIT/CONSTRUCTION	SH	
0	08/18/25	PERMIT/CONSTRUCTION	CG	
B	05/05/25	90% REVIEW	CG	
A	04/25/25	PREVIEW CDS	CG	
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET				

SIGNED: 05/28/26
JOHN M. BANKS
8719-005
SOUTH ELGIN, IL
EXP. DATE: 07/31/2028
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN

SHEET TITLE
GENERIC ANTENNA GROUNDING SLD

SHEET NUMBER
E4

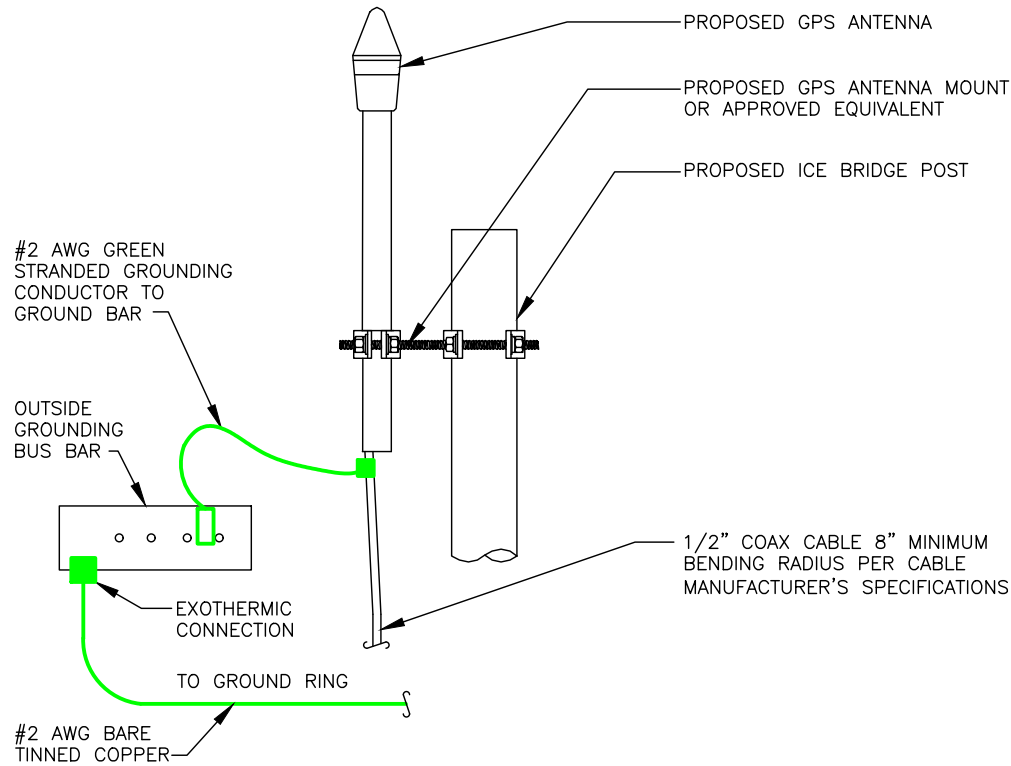
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MAIN GROUND BAR DETAIL

SCALE
N.T.S.

4

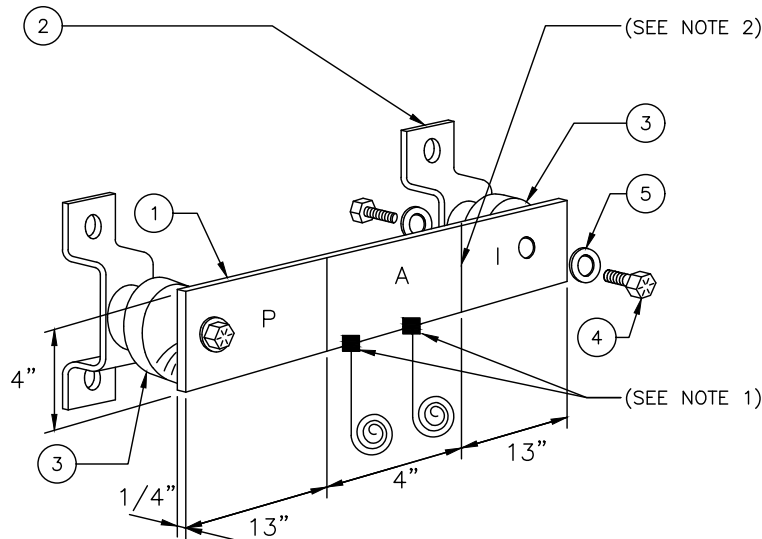


GPS ANTENNA GROUNDING

SCALE
N.T.S.

3

NO	REQUIRED	PART NUMBER	DESCRIPTION
①	1	1/4"x4"x12'	SOLID GROUND BAR
②	2	A-6056	WALL MOUNTING BRACKET
③	2	3061-4	INSULATORS
④	4	3012-1	5/8"-11x1" H.H.C.S.
⑤	4	3015-8	5/8" LOCKWASHER

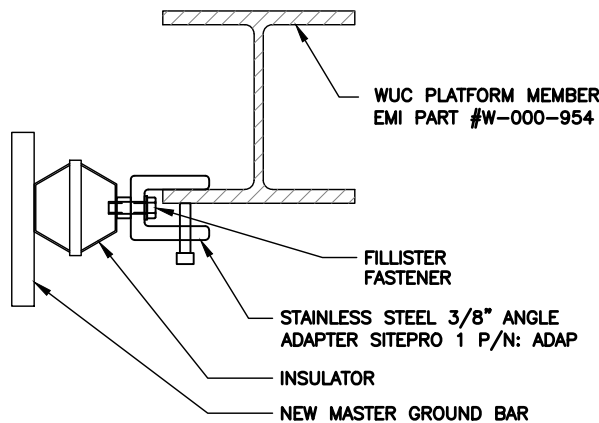


MASTER GROUND BAR DETAIL

SCALE
N.T.S.

2

STAINLESS STEEL 3/8" ANGLE ADAPTER
SITEPRO 1 P/N: ADAP



ANGLE ADAPTER DETAIL

SCALE
N.T.S.

1COAX GROUND KIT DETAIL

SCALE
N.T.S.

1

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION

SECTION "P" – SURGE PROTECTORS

- (EC) CELL REFERENCE GROUND BAR (IF COLLOCATED)
- (EC) GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG)
- (EC) TELCO GROUND BAR (#2 AWG)
- (EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (3/0)
- (EC) FIBER GROUND BAR (#2 AWG)
- (EC) POWER ROOM REFERENCE GROUND BAR (#2 AWG)
- (AT&T) RECTIFIER FRAMES

SECTION "A" – SURGE ABSORBERS

- (EC) INTERIOR GROUND RING (#2 AWG)
- (EC) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2 AWG)
- (EC) METALLIC COLD WATER PIPE (IF AVAILABLE) (1/0 AWG)
- (EC) BUILDING STEEL (IF AVAILABLE) (1/0 AWG)

SECTION "I" – ISOLATED GROUND ZONE

- (AT&T) ALL ISOLATED GROUND REFERENCE
- (AT&T) GROUND WINDOW BAR

DETAIL NOTES:

- EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
- THE INSTALLER SHALL USE PERMANENT MARKER TO DRAW THE LIKE BETWEEN SECTION AND LABEL EACH SECTION ("P", "A", "I" WITH 1" HIGH LETTERS



NSB
15515908/WI2113
APPLETON AVE
N89 W16785 APPLETON AVE
MENOMONEE FALLS, WI 53051

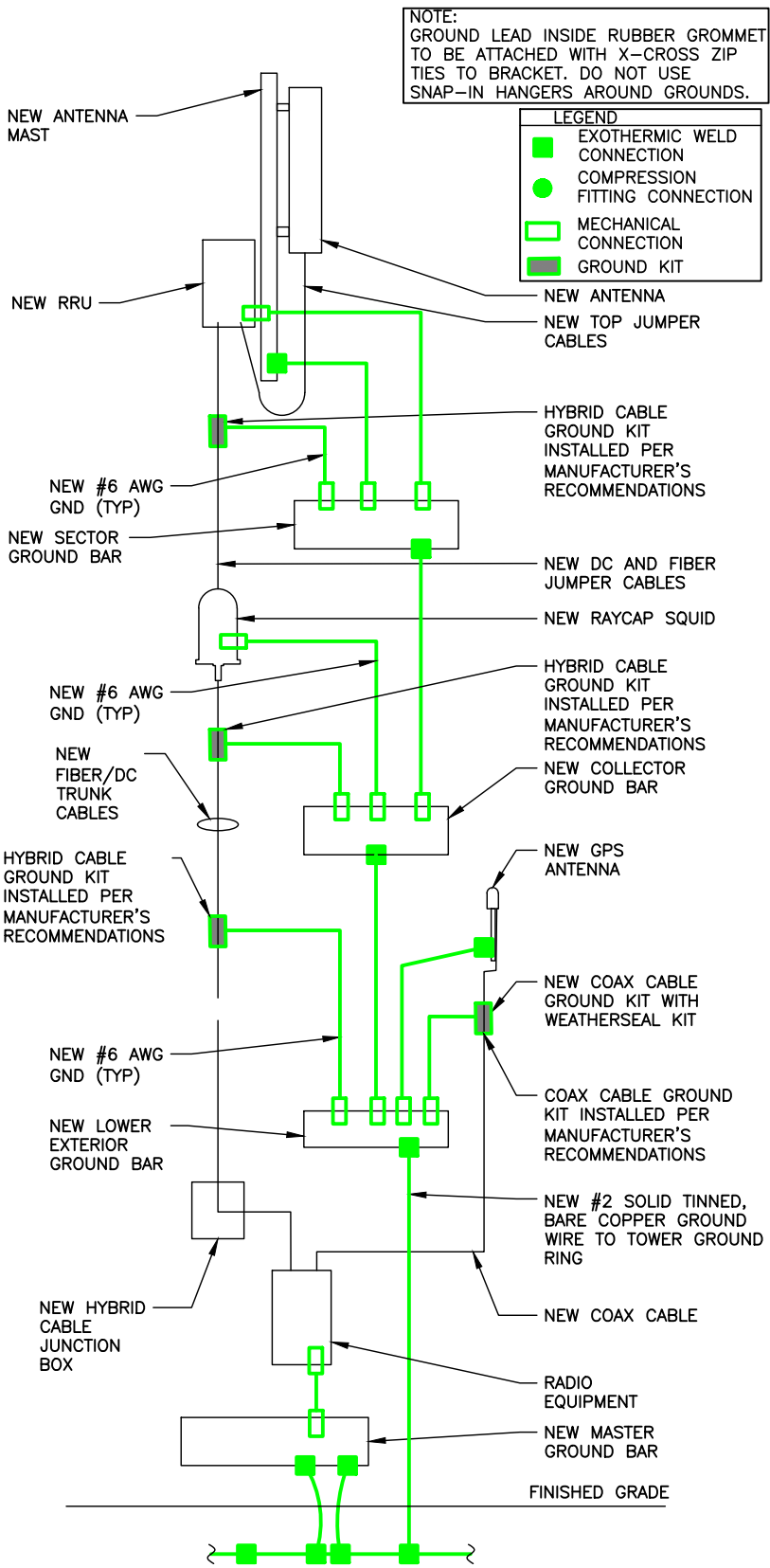
REVISIONS			
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SHEET TITLE
GROUNDING
DETAILS

SHEET NUMBER
E5

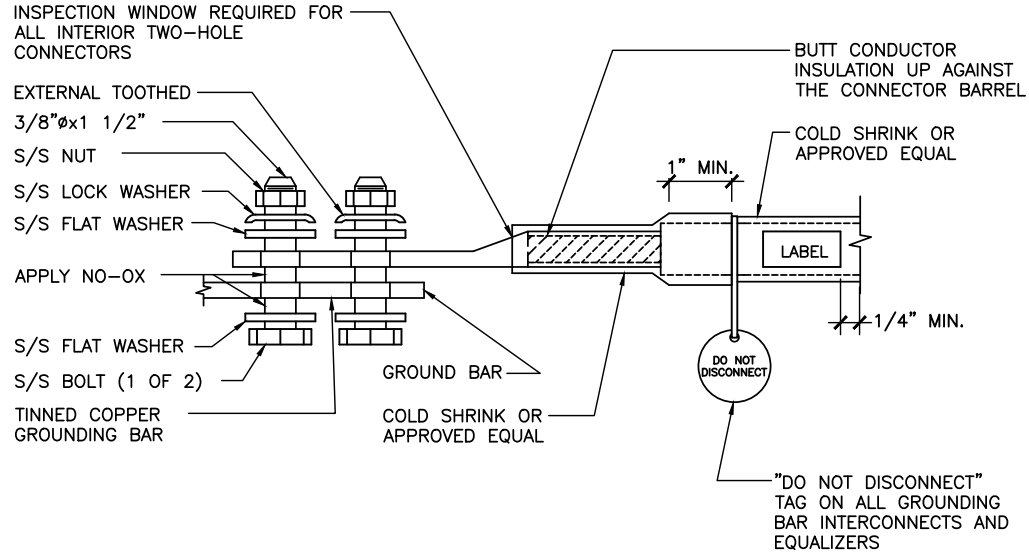
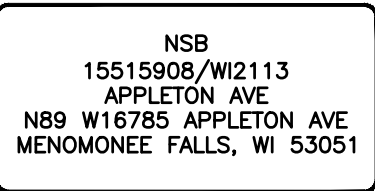
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CABLE GROUNDING

NO SCALE

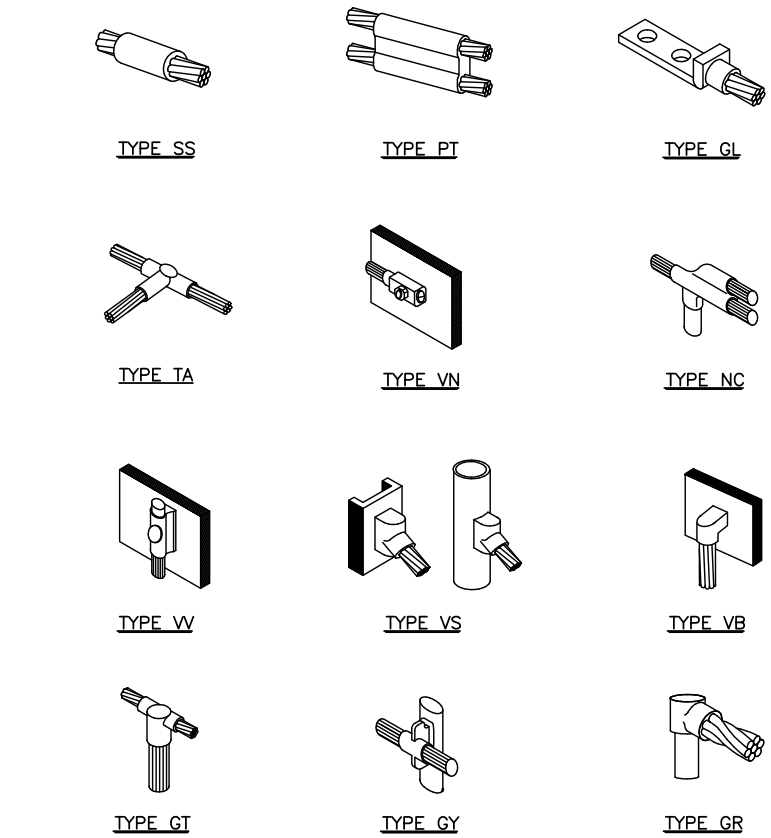
4



EXTERIOR TWO HOLE LUG DETAIL

NO SCALE

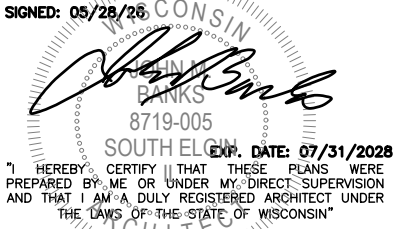
3



EXOTHERMIC WELD DETAILS

NO SCALE

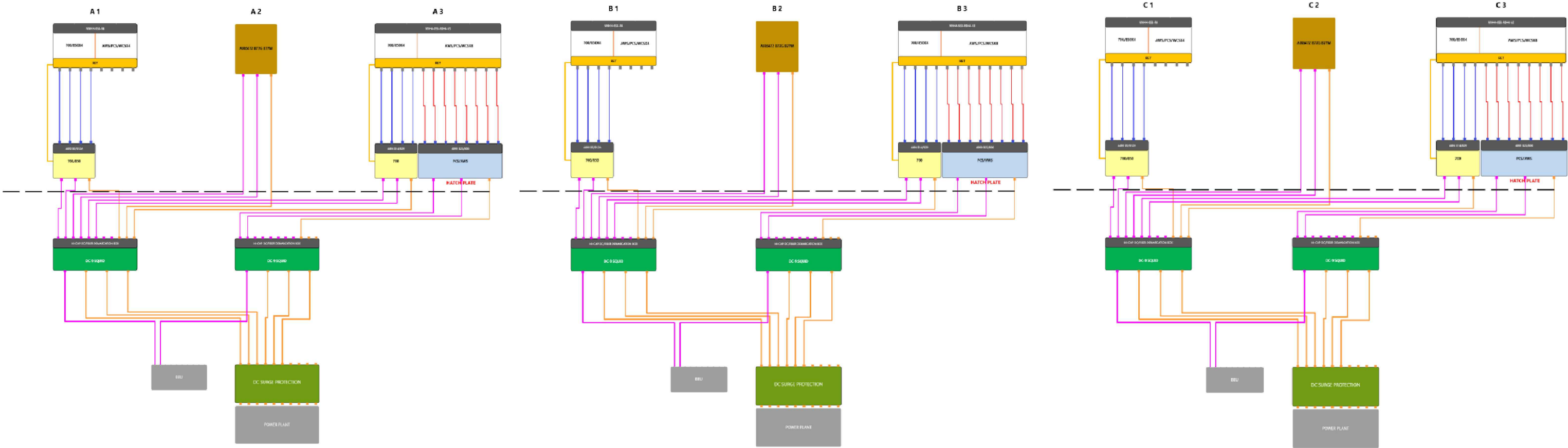
1



SHEET TITLE	SHEET NUMBER
GROUNDING DETAILS	E6

REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
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AT&T
930 NATIONAL PARKWAY
SCHAUMBURG, IL 60173



MasTec
Network Solutions
LOCAL SERVICE PARTNERSHIP
IT/SCA, IL 60143



WESTCHESTER
SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
PHONE: 847-277-0070
AE@Westchesterservices.com
WI Firm No. 4897-11



JOHN M. BANKS
ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-212-8354

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SHEET TITLE
LEGEND AND DETAILS

SHEET NUMBER
RF

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NOTICE



Beyond This Point you are entering a controlled area where RF emissions *may exceed* the FCC General Population Exposure Limits.

Follow all posted signs and site guidelines for working in a RF environment.



Ref: 47CFR 1.1307(b)

CAUTION



Beyond This Point you are entering a controlled area where RF emissions *may exceed* the FCC Occupational Exposure Limits.

Obey all posted signs and site guidelines for working in a RF environment.



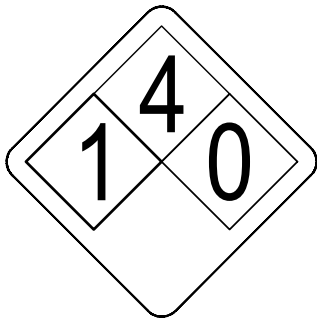
Ref: 47CFR 1.1307(b)



ALERTING SIGN
(FOR CELL SITE BATTERIES)



ALERTING SIGN
(FOR DIESEL FUEL)



ALERTING SIGN
(FOR PROPANE)

ALERTING SIGNS

WARNING!

DANGER DO NOT TOUCH TOWER!

SERIOUS "RF" BURN HAZARD!

MAINTAIN AN ADEQUATE CLEARANCE BETWEEN TOWER SUPPORTS AND GUY WIRES

FAILURE TO OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN A RADIO FREQUENCY ENVIRONMENT COULD RESULT IN SERIOUS INJURY. CONTACT CURRENT MAY EXCEED LIMITS PRESCRIBED IN ANSI/IEEE C95.1-1992 FOR CONTROLLED ENVIRONMENTS.



Ref: 47CFR 1.1307(b)

PROPERTY OF AT&T



AUTHORIZED PERSONNEL ONLY

IN CASE OF EMERGENCY, OR PRIOR TO PERFORMING MAINTENANCE ON THIS SITE, CALL 800-638-2822 AND REFERENCE CELL SITE NUMBER _____

ALERTING SIGN

INFO SIGN #4

INFORMATION

AT&T operates telecommunications antennas at this location. Remain at least 3 feet away from any antenna and obey all posted signs.

Contact the owner(s) of the antenna(s) before working closer than 3 feet from the antenna.

Contact AT&T at _____ prior to performing any maintenance or repairs near AT&T antennas. This is Site# _____

Contact the management office if this door/hatch/gate is found unlocked.

INFORMACION

En esta propiedad se ubican antenas de telecomunicaciones operadas por AT&T. Favor mantener una distancia de no menos de 3 pies y obedecer todos los avisos.

Comuníquese con el propietario o los propietarios de las antenas antes de trabajar o caminar a una distancia de menos de 3 pies de la antena.

Comuníquese con AT&T _____ antes de realizar cualquier mantenimiento o reparaciones cerca de la antena de AT&T.

Esta es la estación base número _____

Favor comunicarse con la oficina de la administración del edificio si esta puerta o compuerta se encuentra sin candado.



INFO SIGN #1

NOTICE

GUIDELINES FOR WORKING IN RADIOFREQUENCY ENVIRONMENTS

All personnel should have electromagnetic energy (EME) awareness training.

All personnel entering this site must be authorized.

Obey all posted signs.

Assume all antennas are active.

Before working on antennas, notify owners and disable appropriate transmitters.

Maintain minimum 3 feet clearance from all antennas.

Do not step in front of antennas.

Use personal RF monitors while working near antennas.

Never operate transmitters without shields during normal operation.

Do not operate base station antennas in equipment room.

INFO SIGN #5

INFORMATION

ACTIVE ANTENNAS ARE MOUNTED

☐ ON THE OUTSIDE OF THIS BUILDING

☐ BEHIND THIS PANEL

☐ ON THIS STRUCTURE

STAY BACK A MINIMUM OF 3 FEET FROM THESE ANTENNAS

Contact AT&T at _____ and follow their instructions prior to performing any maintenance or repairs closer than 3 feet from the antennas.

This is AT&T site# _____



INFO SIGN #2

STAY BACK 3 FEET FROM ANTENNA



INFO SIGN #3

GENERAL SIGNAGE GUIDELINES

Structure Type	INFO SIGN #1	INFO SIGN #2	INFO SIGN #3	INFO SIGN #4	Striping	NOTICE SIGN	CAUTION SIGN
Towers							
Monopole/Monopine/Monopalm	entrance gates, shelter doors OR on the outdoor cabinets	climbing side of the Tower	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets			At the height of the first climbing step, min. 9ft above ground
SCE Towers/ Towers with high voltage	entrance gates, shelter doors OR on the outdoor cabinets	climbing side of the Tower	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets			At the height of the first climbing step, min. 9ft above ground
Light Poles / Flag Poles	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets			
Utility Wood Poles (JPA)	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets		If GPmax value of MPE at antenna level is: 0-99%: Notice sign; over 99%: Caution sign at no less than 3ft below antenna and 9ft above ground	
Microcells mounted on non-JPA poles	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets		Notice or Caution sign at no less than 9ft above ground; only if the exposure exceeds 90% of the General Public exposure at 6ft above ground or at outside surface of adjacent buildings	
Roof Tops							
At all access points to the roof	X			X			
On Antennas	X		X	X			
Concealed Antennas	X	X		X			
antennas mounted facing outside the building	X	X		X			
antennas on support structure	X	X		X			
Roofview Graph:							
Radiation area is within 3ft from antenna	X	adjacent to each antenna		X		either Notice or Caution sign (based on Roofview results) at antennas/barrier	
Radiation area is beyond 3ft from antenna	X	adjacent to each antenna		X	diagonal, yellow striping as to Roofview graph		
Church Steeples	Access to steeple	adjacent to antennas if antennas are concealed	On backside of Antennas	Access to steeple			Caution sign at the antennas
Water Stations	Access to ladder	adjacent to antennas if antennas are concealed	On backside of Antennas	Access to ladder			Caution sign beside Info sign #1, min. 9ft above ground

Notes for Rooftop sites:

- Either NOTICE or CAUTION signs need to be posted at each sector as close as possible to: the outer edge of the striped off area or the outer antennas of the sector.
- If Roofview shows: only blue = Notice Sign, blue and yellow = Caution Sign, only yellow = Caution Sign to be installed.
- Should the required striping area interfere with any structures or equipment (A/C, vents, roof hatch, doors, other antennas, dishes, etc.), please notify AT&T to modify the striping area, prior to starting the work

SIGNAGE GUIDELINES CHART



AT&T

930 NATIONAL PARKWAY
SCHAUMBURG, IL 60173



MasTec

Network Solutions

15001 E. Harvard Avenue, Suite 100
TAMPA, FL 33613



WESTCHESTER SERVICES LLC

604 FOX GLEN
BARRINGTON, IL 60010
PHONE: 847-277-0070
AE@Westchesterservices.com
WI Firm No. 4897-11



JOHN M. BANKS ARCHITECT

604 FOX GLEN
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TELEPHONE: 847-212-8354

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SIGNED: 05/28/26



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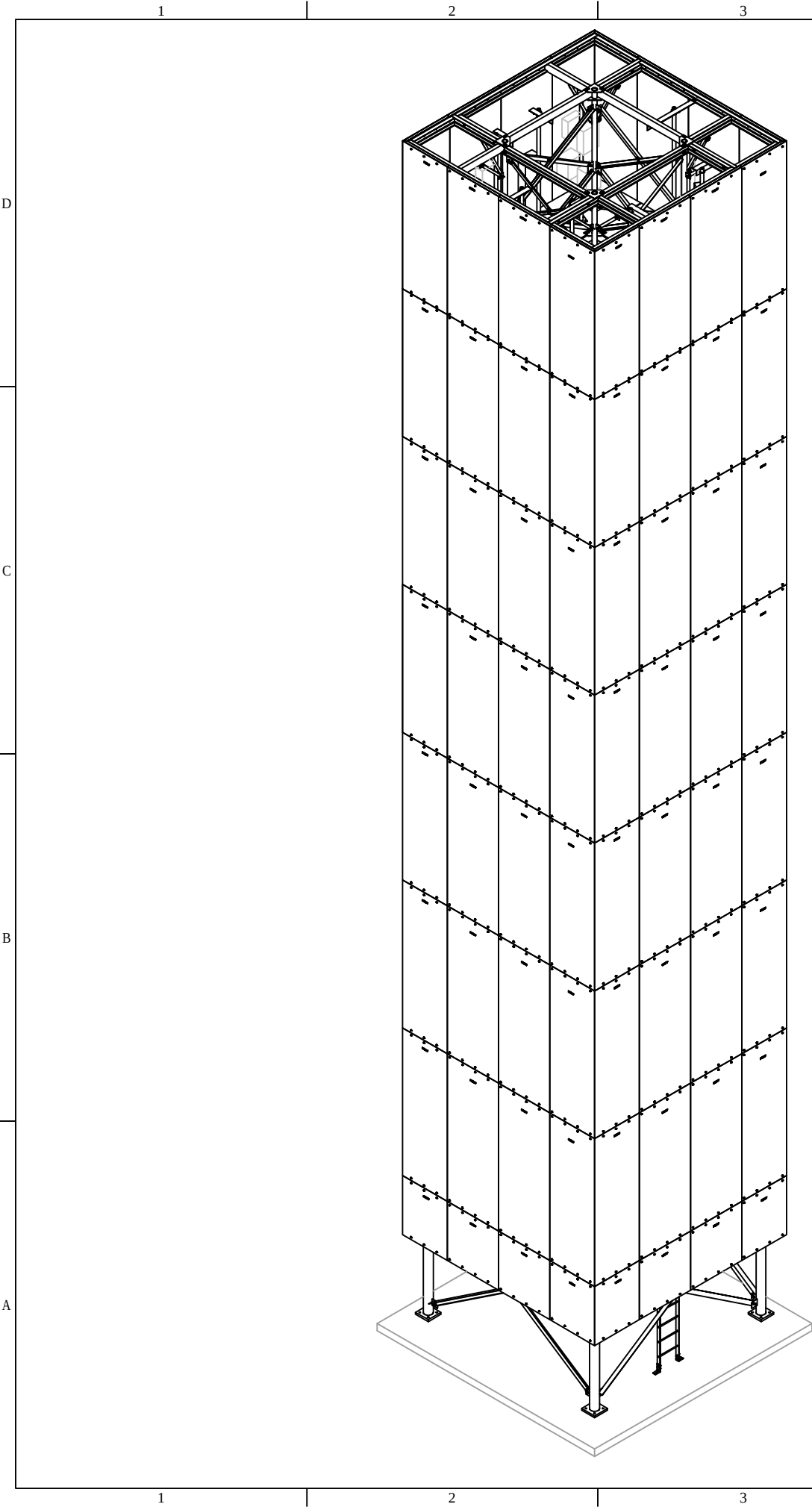
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SHEET TITLE

LEGEND AND DETAILS

SHEET NUMBER

SIGNAGE



7555-A PALMETTO COMMERCE PARKWAY

NORTH CHARLESTON, SC 29420 USA

P: (800)-755-0689 / F: (843)-207-0207

WWW.RAYCAP.COM

PROJECT MANAGER: BRANDON NEWTON ; 843-473-6111

CUSTOMER REVIEW DRAWINGS PRELIMINARY

MASTEC
WI2113 ; VILLAGE OF MENOMONEE FALLS
N89 W16785 APPLETON AVE
MENOMONEE FALLS, WI 53051

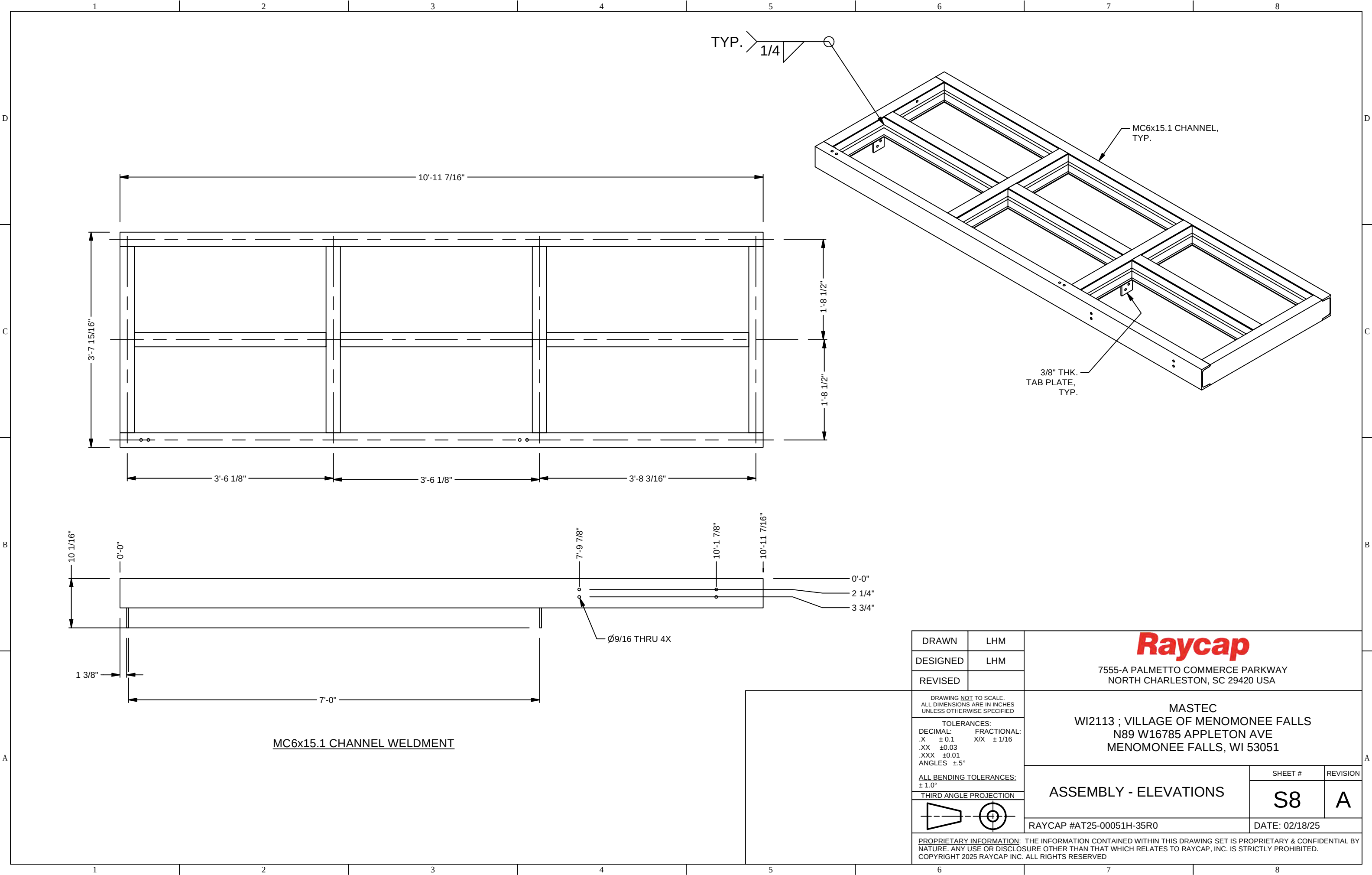
RAYCAP #: AT25-00051H-35R0

DRAWING INDEX

T1	TITLE SHEET
N1-N2	NOTES & SPECIFICATIONS
S1-S9	ASSEMBLY - ELEVATIONS

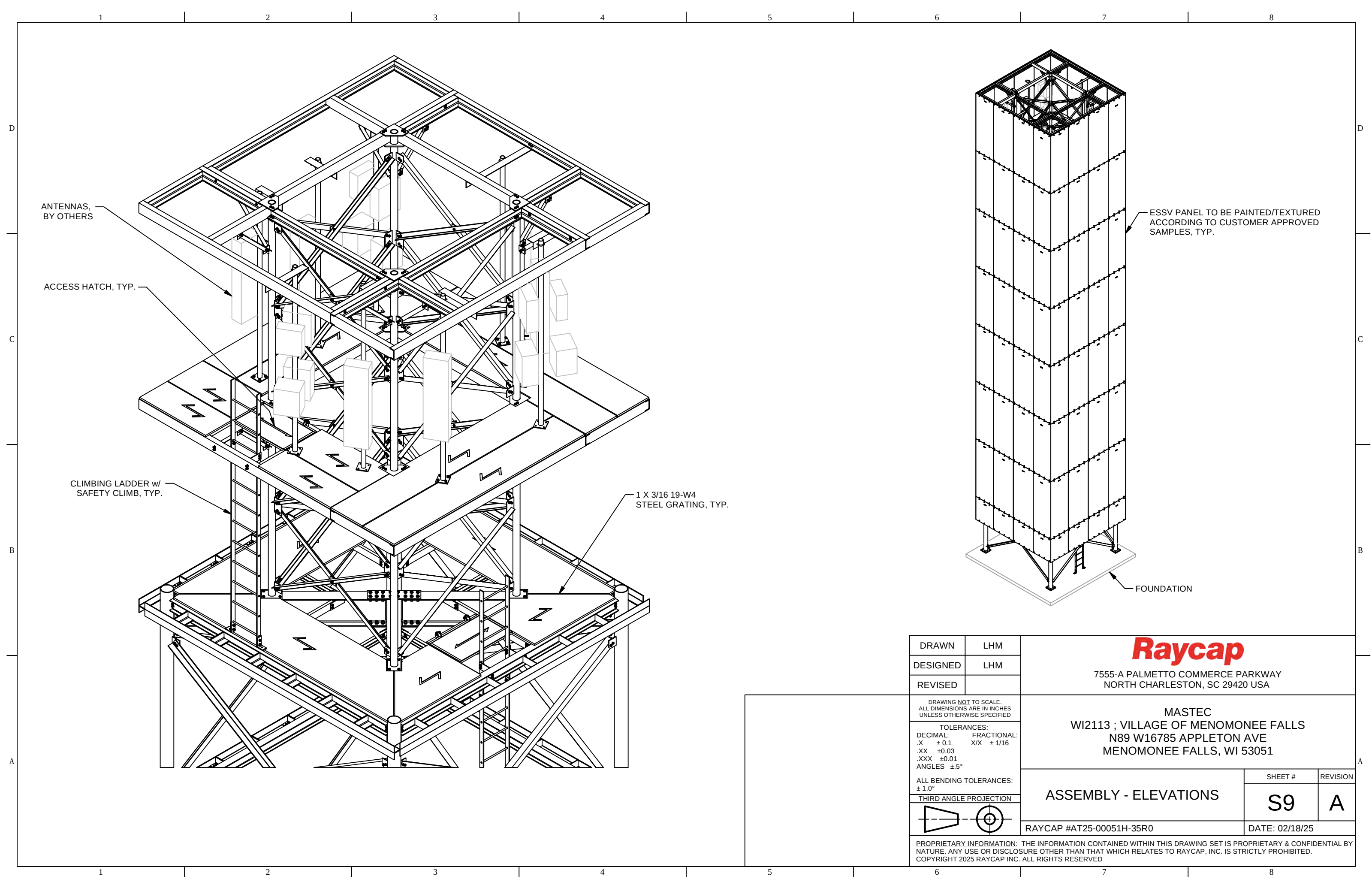
T1	REVISION
02/18/25	A

	1	2	3	4	5	6	7	8																								
D	GENERAL 1. THIS PRODUCT IS SOLD PURSUANT TO RAYCAP, INC. TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. 2. THESE SHALL APPLY FOR ALL CASES UNLESS NOTED OTHERWISE (U.N.O.). 3. ANY ITEMS REFERENCED AS BEING ON "HOLD" ARE TO BE INCLUDED IN THE WORK AS SHOWN. HOWEVER, CONSTRUCTION OR FABRICATION IS NOT TO BEGIN UNTIL THE "HOLD" REFERENCE IS REMOVED. 4. IN THE CASE WHERE DIMENSIONS CONTAINED WITHIN ARE LABELED TO BE VERIFIED IN FIELD (V.I.F.), THEY MUST BE FIELD VERIFIED AND/OR CUSTOMER APPROVED PRIOR TO FABRICATION OF MATERIALS. 5. IN THE CASE THAT THE PROPOSED IS TO BE PLACED ON AN EXISTING STRUCTURE, THE MODIFICATIONS DEPICTED IN THESE DRAWINGS ARE INTENDED TO PROVIDE STRUCTURAL SUPPORT FOR THE ADDITION OF THE TELECOM STRUCTURE OUTLINED WITHIN. THE EXISTING STRUCTURE, WHETHER IT BE A FOUNDATION, POLE, OR BUILDING (IF APPLICABLE) SHALL BE ANALYZED AND RETROFITTED AS REQUIRED, BY OTHERS, TO WITHSTAND THE LOADS IMPOSED BY THE NEW RAYCAP STRUCTURE SHOWN ON THE DRAWINGS. 6. TELECOM PRODUCTS SHALL BE INSTALLED BY A CONTRACTOR EXPERIENCED IN SIMILAR WORK. CARE SHALL BE TAKEN IN THE INSTALLATION OF ANY AND ALL MEMBERS IN ACCORDANCE WITH RECOGNIZED INDUSTRY STANDARDS AND PROCEDURES. ALL APPLICABLE OSHA SAFETY GUIDELINES ARE TO BE FOLLOWED. RAYCAP IS NOT PROVIDING FIELD INSTALLATION SUPERVISION. 7. NOTES FOR CONTRACTOR/INSTALLER: ALL BIDS FOR THE INSTALLATION/ERECTION OF THIS PRODUCT SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING MINIMUM REQUIRED TRADES: RIGGING, STEEL ERECTION, STEEL FABRICATION/MODIFICATION, WELDING, ELECTRICAL, CONCRETE, EXCAVATION AND WATERPROOFING. CONTRACTOR MAY, IN CONTRACTOR'S SOLE AND ABSOLUTE DISCRETION, DETERMINE ADDITIONAL TRADES ARE NECESSARY TO INSTALL/ERECT THE PRODUCT. 8. THESE DRAWINGS INDICATE THE MAJOR OPERATIONS TO BE PERFORMED, BUT DO NOT SHOW EVERY FIELD CONDITION THAT MAY BE ENCOUNTERED. THEREFORE, PRIOR TO BEGINNING OF WORK THE CONTRACTOR SHOULD SURVEY THE JOB SITE THOROUGHLY TO MINIMIZE FIELD PROBLEMS. 9. PROTECTION OF EXISTING STRUCTURES DURING THE COURSE OF THE CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. 10. THE STRUCTURAL INTEGRITY OF THIS STRUCTURE IS DESIGNED TO BE ATTAINED IN ITS COMPLETED STATE. WHILE UNDER CONSTRUCTION ANY TEMPORARY BRACING OR SHORING WHICH MAY BE REQUIRED TO MAINTAIN STABILITY PRIOR TO COMPLETION SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. 11. THE PLANS AND DETAILS WITHIN DO NOT INCLUDE DETAILS OR DESIGN FOR DRAINAGE FROM OR WATERPROOFING OF EXTERIOR OR INTERIOR SURFACES OF THE STRUCTURE. THESE DETAILS MUST BE COMPLETED BY OTHERS. 12. CONTRACTOR TO SHIM BASE PLATES AND MATING FLANGES AS REQUIRED TO ENSURE LEVEL SURFACE.			STEALTHSKIN PANELS: 1. FASTENER HOLES IN STEALTHSKIN FOAM COMPOSITE PANELS ARE NOT FACTORY DRILLED AND MUST BE DRILLED IN THE FIELD. 2. PANEL FASTENERS TO BE SPACED 12" O.C. MAX. AND LOCATED 6" MAX. HORIZONTALLY FROM EACH EDGE AT TOP AND BOTTOM OF PANEL, UNLESS NOTED OTHERWISE. MAINTAIN 1 ½" MIN. EDGE DISTANCE FROM ALL EDGES. 4' WIDE PANELS REQUIRE (4) FASTENERS TOP AND BOTTOM. 5' WIDE PANELS REQUIRE (5) FASTENERS TOP AND BOTTOM. 3. WHEN FASTENER BOLT HEAD OR NUT BEARS DIRECTLY ON SURFACE OF STEALTHSKIN PANEL, TIGHTEN PANEL BOLTS ONLY ½ TURN PAST SNUG. APPLY THREAD LOCK COMPOUND TO THE THREADS OF METAL BOLTS. USE THIN BEAD OF EPOXY TO LOCK THE NUTS OF FRP BOLTS AND STEALTH} STAINLESS STEEL PANEL BOLTS. USE WASHER OR FLANGED HEAD BOLT, OR FASTENER WITH LARGE BEARING SURFACE. 4. PANELS WILL EXPAND AND CONTRACT DUE TO TEMPERATURE. WHEN INSTALLING PANELS IN COLD TEMPERATURES, EVENLY SPACE PANELS ALONG LENGTH OF SCREEN WALL WITH EQUAL GAPS BETWEEN PANELS TO ALLOW FOR EXPANSION DURING WARM TEMPERATURES. 5. ADJACENT FLAT PANELS ARE JOINED BY A VERTICAL FOAM SPLINE THAT IS INSERTED INTO GROOVES CUT INTO THE SIDE OF EACH PANEL. DO NOT LIFT PANELS BY GROOVES. PANELS MUST BE LIFTED WITH FORCE DIRECTED ONTO PANEL SURFACE. 6. ADJACENT RADIUS PANELS ARE JOINED BY A VERTICAL H-CHANNEL. INSERT PANELS INTO EACH SIDE OF H-CHANNEL. 7. RADIUS PANELS MUST BE EVENLY SPACED ALONG RADIUS SUPPORT. CONTRACTOR TO MEASURE LENGTH OF RADIUS SUPPORT AND DIVIDE BY THE NUMBER OF RADIUS PANELS TO DETERMINE PROPER SPACING. H-CHANNEL CONNECTORS ARE USED TO COVER THE GAP BETWEEN PANELS AND TO ALLOW FOR PANEL EXPANSION AND CONTRACTION. 8. SURFACES OF PANELS SHALL BE COATED WITH SUITABLE PAINT FOR UV PROTECTION. TOP EDGE OF PANEL MUST BE COVERED TO PREVENT WATER TRAVEL BETWEEN PANELS. USE SHERWIN WILLIAMS "COROTHANE II" OR PRE APPROVED EQUIVALENT. 9. EXPOSED TOP AND SIDE FOAM EDGES OF PANELS MUST BE COVERED OR COATED FOR UV PROTECTION. RAYCAP, INC. WILL PROVIDE PANEL EDGE CAPS (VERTICAL AND HORIZONTAL) TO BE FIELD APPLIED FOR THIS PURPOSE FOR MOST APPLICATIONS. HORIZONTAL AND VERTICAL PANEL EDGE CAPS TO BE SECURED TO THE EXPOSED EDGES OF THE PANELS WITH PROVIDED TEK SCREWS INSTALLED @ 12" MAXIMUM SPACING ON THE INSIDE FACE OF THE PANEL. IN RF SENSITIVE LOCATIONS, CONTRACTOR WILL APPLY (2) BEADS OF ADHESIVE TO EACH INSIDE CORNER OF THE EDGE CAP AND SECURE CAP TO PANEL WITH TAPE WHILE ADHESIVE CURES. 10. AT CORNER APPLICATIONS, VERTICAL PANEL EDGE CAPS ARE TO BE USED TO CAP BOTH EXPOSED EDGES (1 PER CUT EDGE OF PANELS). THESE EDGE CAPS ARE TO BE CUT 1" SHORTER THAN THE PANEL AND LEAVE 1" GAP AT THE TOP TO ALLOW ROOM FOR THE THE HORIZONTAL PANEL EDGE CAP AT THE TOP. CONTRACTOR TO APPLY (2) BEADS OF ADHESIVE TO EACH EDGE CAP (INSIDE CORNERS OF CAP), AND SECURE WITH TAPE AND/OR PROVIDED SCREWS (16 TOTAL PER CORNER) WHILE THE ADHESIVE CURES. IF CORNERS ARE IN NON-RF AREAS, EDGE CAP SCREWS CAN BE LEFT IN PLACE. 11. AT CORNER APPLICATIONS WITH SSV PANEL ONLY, CORNER CHANNELS ARE TO BE USED TO JOIN PANELS TOGETHER. BOTH ADJOINING PANELS WILL BE INSERTED INTO THE CORNER CHANNEL AND SECURED USING PROVIDED NYLON PUSHPINS. THE PUSHPINS ARE TO BE PLACED ON THE INSIDE OF ONE OF THE PANELS ONLY @ 12" MAXIMUM SPACING.			DISCLAIMERS: 1. ALL STRUCTURAL COMPONENTS TO BE CONNECTED TOGETHER SHALL BE COMPLETELY FIT UP ON THE GROUND OR OTHERWISE VERIFIED FOR COMPATIBILITY PRIOR TO LIFTING ANY COMPONENT INTO PLACE. REPAIRS REQUIRED DUE TO FIT-UP OR CONNECTION COMPATIBILITY PROBLEMS AFTER PARTIAL ERECTION ARE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR. 2. SOME TELECOMMUNICATION STRUCTURES ARE SUSCEPTIBLE TO WIND-INDUCED OSCILLATIONS. OSCILLATIONS MAY OCCUR AT LOW OR MODERATE WIND SPEEDS AND MAY CAUSE STRUCTURAL DAMAGE. TIA PROVIDES NO PRACTICAL ANALYTICAL METHOD TO PREDICT AND PREVENT WIND-INDUCED STRUCTURAL OSCILLATIONS. RAYCAP, INC. RECOMMENDS FREQUENT MONITORING TO IDENTIFY WIND-INDUCED OSCILLATION AND REGULAR CONDITION ASSESSMENTS TO IDENTIFY FATIGUE CRACKING, LOOSE OR MISSING BOLTS, AND ANY OTHER STRUCTURAL DEFECTS. ANY OSCILLATION OR DEFECTS OBSERVED SHALL BE IMMEDIATELY REPORTED TO RAYCAP, INC. FOR FURTHER EVALUATION AND POSSIBLE REPAIRS OR MODIFICATIONS WHICH MAY BE REQUIRED AT THE OWNERS EXPENSE. 3. WHERE EFFECTIVE PROJECTED AREAS (EPA) ARE USED, IT IS THE RESPONSIBILITY OF OTHERS TO VERIFY INSTALLED EQUIPMENT DOES NOT EXCEED LISTED EPA.																									
	STRUCTURAL STEEL AND ALUMINUM 1. STEEL FABRICATION AND INSTALLATION SHALL BE DONE IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL AND SPECIFICATIONS. 2. STEEL I-SHAPE, ANGLE, CHANNEL, AND MISCELLANEOUS MEMBERS SHALL CONFORM TO ASTM A36 (36 KSI MIN. YIELD STRENGTH) STEEL SPECIFICATIONS, U.N.O. 3. STEEL PLATE MEMBERS SHALL CONFORM TO MINIMUM ASTM A36 (36 KSI MIN. YIELD STRENGTH) STEEL SPECIFICATIONS U.N.O. 4. STEEL PIPE AND ROUND TUBE MEMBERS SHALL CONFORM TO ASTM A500 GRADE B (42 KSI MIN. YIELD STRENGTH) STEEL SPECIFICATIONS, U.N.O. 5. STEEL RECTANGULAR AND SQUARE TUBE MEMBERS SHALL CONFORM TO ASTM A500 GRADE B (46 KSI MIN. YIELD STRENGTH) STEEL SPECIFICATIONS, U.N.O. 6. STEEL WIDEFLANGE MEMBERS SHALL CONFORM TO ASTM A992 (50 KSI MIN, YIELD STRENGTH) STEEL SPECIFICATIONS U.N.O. 7. STEEL TAPERED POLES SHALL CONFORM TO ASTM A572 GR50 FOR 11 GA AND ASTM A572 GR65 FOR .188" and .25" WALL THICKNESS. 8. ALUMINUM PLATE MEMBERS SHALL BE GRADE 5052-H34. EXCEPTION FOR ¾" OR THICKER UNBENT MEMBERS TO BE GRADE 6061-T6. 9. ALUMINUM PIPE TO BE GRADE 6061-T6. 10. ALUMINUM TAPERED POLES TO BE GRADE 6063-T6. 11. ALL STRUCTURAL BOLTS SHALL CONFORM TO ASTM F3125 GRADE A325 SPECIFICATIONS, U.N.O. A325N AND A325X ALLOWED. ALL BOLTS ARE RECOMMENDED TO BE ORIENTED WITH THREADS UP AND OUT UNLESS SITE SPECIFIC CONDITIONS WARRANT OTHERWISE. 12. STRUCTURAL BOLTS SHALL BE TIGHTENED PER THE "TURN OF THE NUT" METHOD. 13. STRUCTURAL BOLT HOLE EDGE DISTANCES SHALL BE PER AISC SECTION J3 14. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND PROCEDURES OF THE AMERICAN WELDING SOCIETY (AWS) BY CERTIFIED WELDERS PER AWS D1.1 FOR STEEL, AWS D1.2 FOR ALUMINUM AND AWS D1.6 FOR STAINLESS STEEL. STEEL WELDS SHALL BE BY E70XX, LOW HYDROGEN ELECTRODE. ALUMINUM WELDS SHALL UTILIZE 4043 FILLER OR APPROVED ALTERNATIVES. VERIFY FILLER MATERIAL IS COMPATIBLE WITH BASE METAL FOR EACH WELDED JOINT. 15. UNCOATED STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123 SPECIFICATIONS AFTER FABRICATION OR PAINTED WITH RUST INHIBITIVE PRIMER. 16. STEEL HARDWARE SHALL BE HOT DIP GALVANIZED PER ASTM F2329, U.N.O. 17. AFTER ANY FIELD HOLE PUNCHING / DRILLING OR CUTTING HAS BEEN COMPLETED, OR FOR ANY DAMAGED STRUCTURAL MEMBER, THE GALVANIZING MUST BE REPAIRED ACCORDING TO ASTM A780. 18. ALL WELDED STEEL ASSEMBLIES AND INDIVIDUAL STEEL PARTS SHOULD HAVE THE PART NUMBER WELDED OR TAGGED ONTO THE PART OR ASSEMBLY. IF WELDED, THE PART NUMBERS SHOULD BE LOCATED CONSISTENTLY AND AWAY FROM ANY CONNECTION POINT TO AVOID ANY INTERFERENCE ISSUES WITH THE WELD. 19. DISSIMILAR METALS IN CONTACT SHALL BE INSULATED WITH PAINT OR OTHER APPROVED COATING TO PREVENT GALVANIC CORROSION.			SPECIAL INSPECTIONS & STRUCTURAL OBSERVATION: 1. STEEL FABRICATION SHALL BE DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED AS REQUIRED BY THE BUILDING CODE TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. ALTERNATIVELY, SPECIAL INSPECTION OF MATERIALS, WELDING, AND FABRICATION PROCEDURES SHALL BE REQUIRED FOR FABRICATION BY AN UNAPPROVED FABRICATOR. 2. NO FIELD WELDING SHALL BE PERMITTED. 3. THE FOLLOWING SPECIAL INSPECTIONS (WHERE APPLICABLE) SHALL BE REQUIRED PER CHAPTER 17 OF THE BUILDING CODE. A. SPECIAL INSPECTION OF HIGH-STRENGTH BOLTING (WHEN APPLICABLE): I. PERIODIC SPECIAL INSPECTION IF BOLTS ARE PRETENSIONED WITH MATCH-MARKING TECHNIQUES. II. CONTINUOUS SPECIAL INSPECTION OF ALL OTHER HIGH-STRENGTH BOLTING. 4. SPECIAL INSPECTION IS NOT REQUIRED FOR WORK OF A MINOR NATURE OR AS WARRANTED BY CONDITIONS IN THE JURISDICTION AS APPROVED BY THE BUILDING OFFICIAL. THUS, SPECIAL INSPECTION ITEMS ABOVE MAY BE WAIVED AS DEEMED APPROPRIATE BY THE BUILDING OFFICIAL. 5. NO STRUCTURAL OBSERVATION IS REQUIRED.																												
				FRP 1. FRP STRUCTURAL SHAPES SHALL BE BEDFORD FRP SERIES 1525, MANUFACTURED USING THE PULTRUSION PROCESS 2. IF PREFABRICATED MEMBERS DO NOT ASSEMBLE PER PLAN, CONTACT RAYCAP, INC. BEFORE CUTTING OR ALTERING FABRICATED MEMBERS. 3. FRP STRUCTURAL MEMBERS SHALL BE FABRICATED AND ASSEMBLED AS INDICATED ON THE DRAWINGS. 4. THE CONTRACTOR SHALL PROTECT THE FRP STRUCTURAL MEMBERS FROM ABUSE TO PREVENT BREAKAGE, NICKS, GOUGES, ETC. DURING FABRICATION, HANDLING, AND INSTALLATION. 5. FRP BOLTS SHOULD BE TIGHTENED 1/2 TURN PAST SNUG AND LOCKED WITH EPOXY. 6. FRP OR STEEL BOLTS THROUGH FRP MEMBERS SHALL MEET THE FOLLOWING SPACING AND EDGE DISTANCE REQUIREMENTS, MEASURED FROM BOLT CENTERS: MIN. BOLT SPACING = 4 TIMES BOLT DIA MIN. EDGE DIST = 3 TIMES BOLT DIA. IN DIRECTION OF PULTRUSION MIN. EDGE DIST = 2 TIMES BOLT DIA. PERPENDICULAR TO DIRECTION OF PULTRUSION																												
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MC6x15.1 CHANNEL WELDMENT

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ALL BENDING TOLERANCES: ± 1.0°		ASSEMBLY - ELEVATIONS		SHEET #	REVISION
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ANTENNAS,
BY OTHERS

ACCESS HATCH, TYP.

CLIMBING LADDER w/
SAFETY CLIMB, TYP.

1 X 3/16 19-W4
STEEL GRATING, TYP.

ESSV PANEL TO BE PAINTED/TEXTURED
ACCORDING TO CUSTOMER APPROVED
SAMPLES, TYP.

FOUNDATION

DRAWN	LHM	Raycap 7555-A PALMETTO COMMERCE PARKWAY NORTH CHARLESTON, SC 29420 USA				
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REVISED						
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REVISION

DESIGNER

DATE

SCOPE OF REVISION

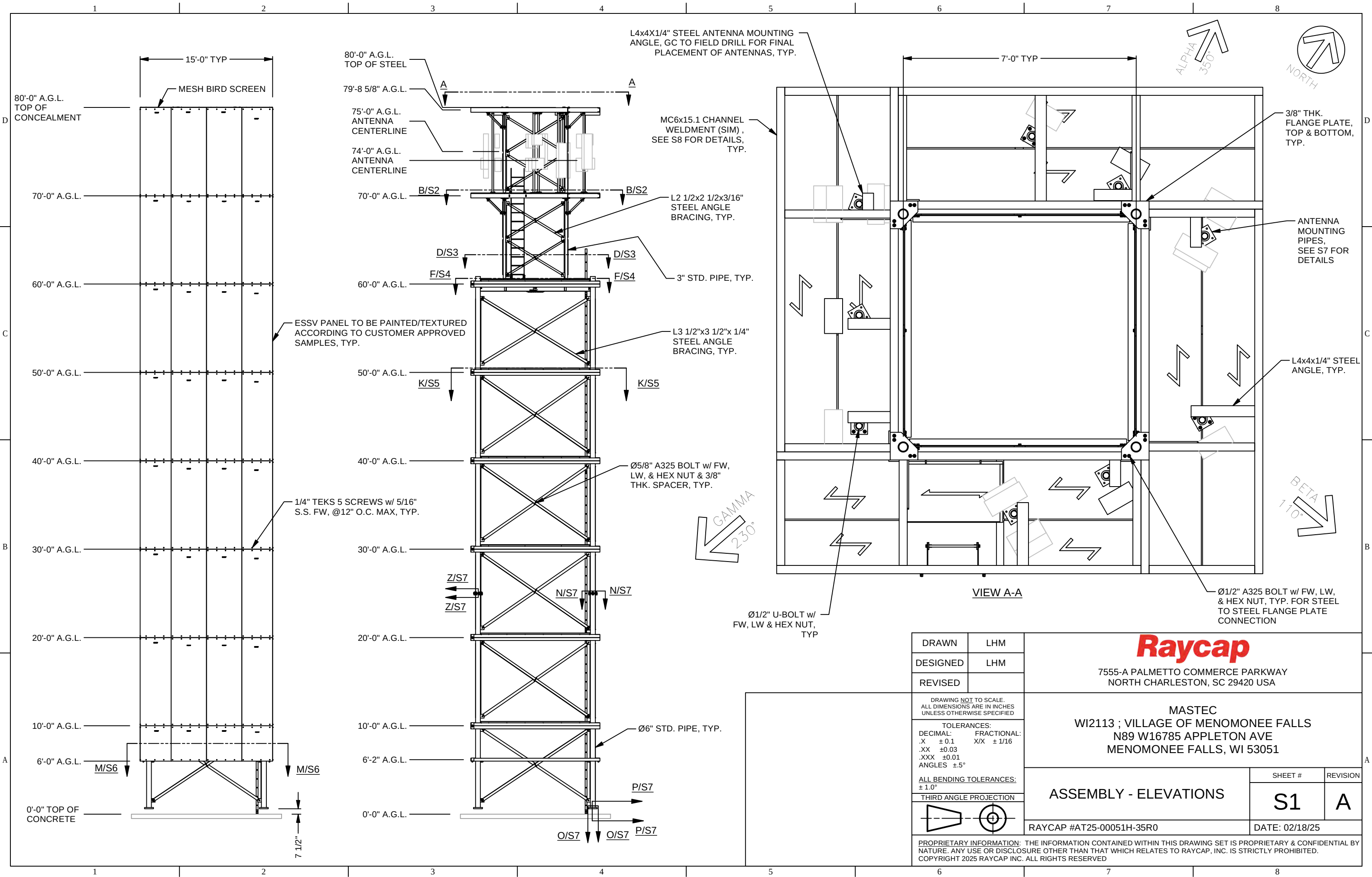
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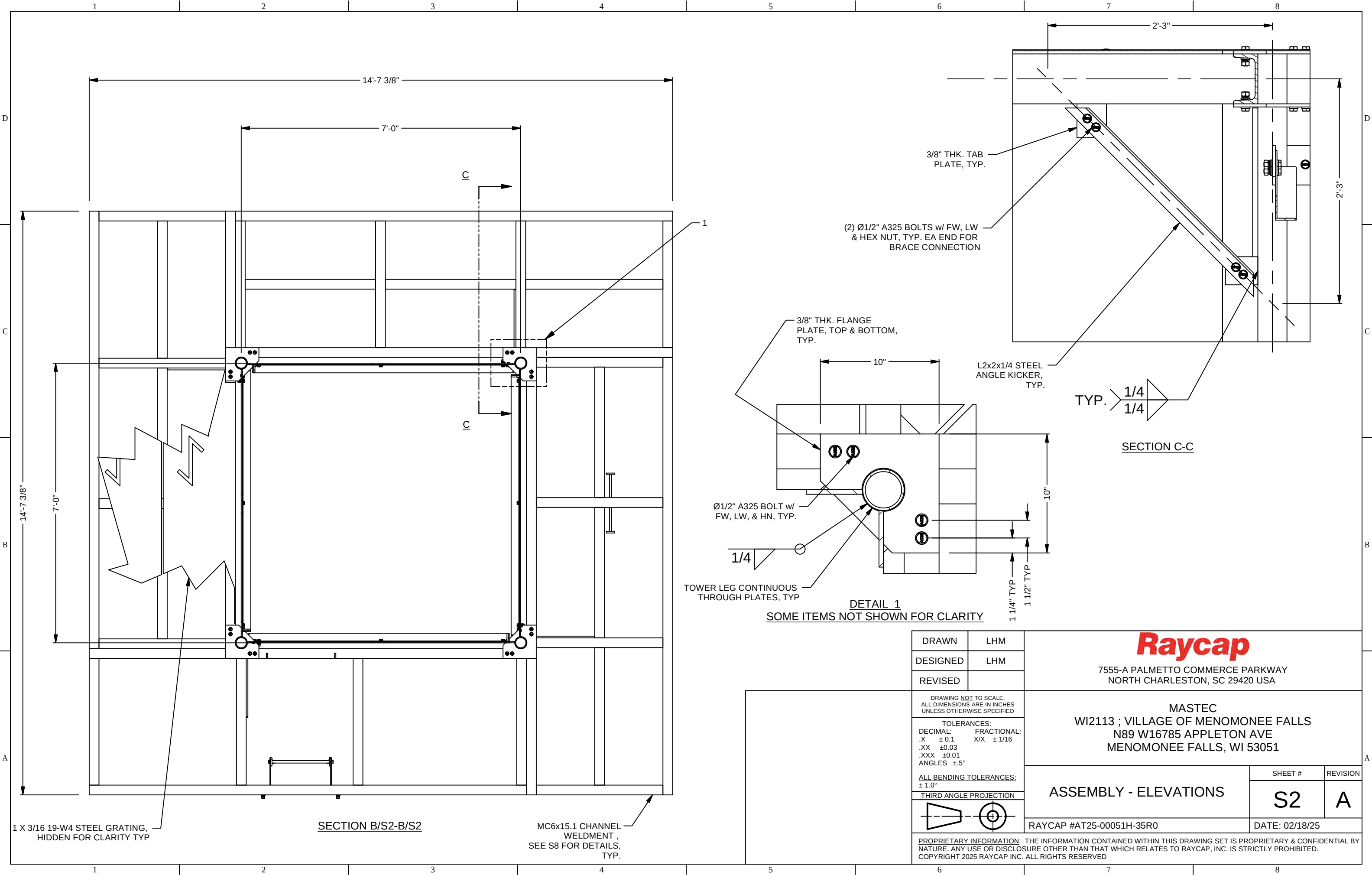
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PRELIMINARY DRAWINGS ISSUED

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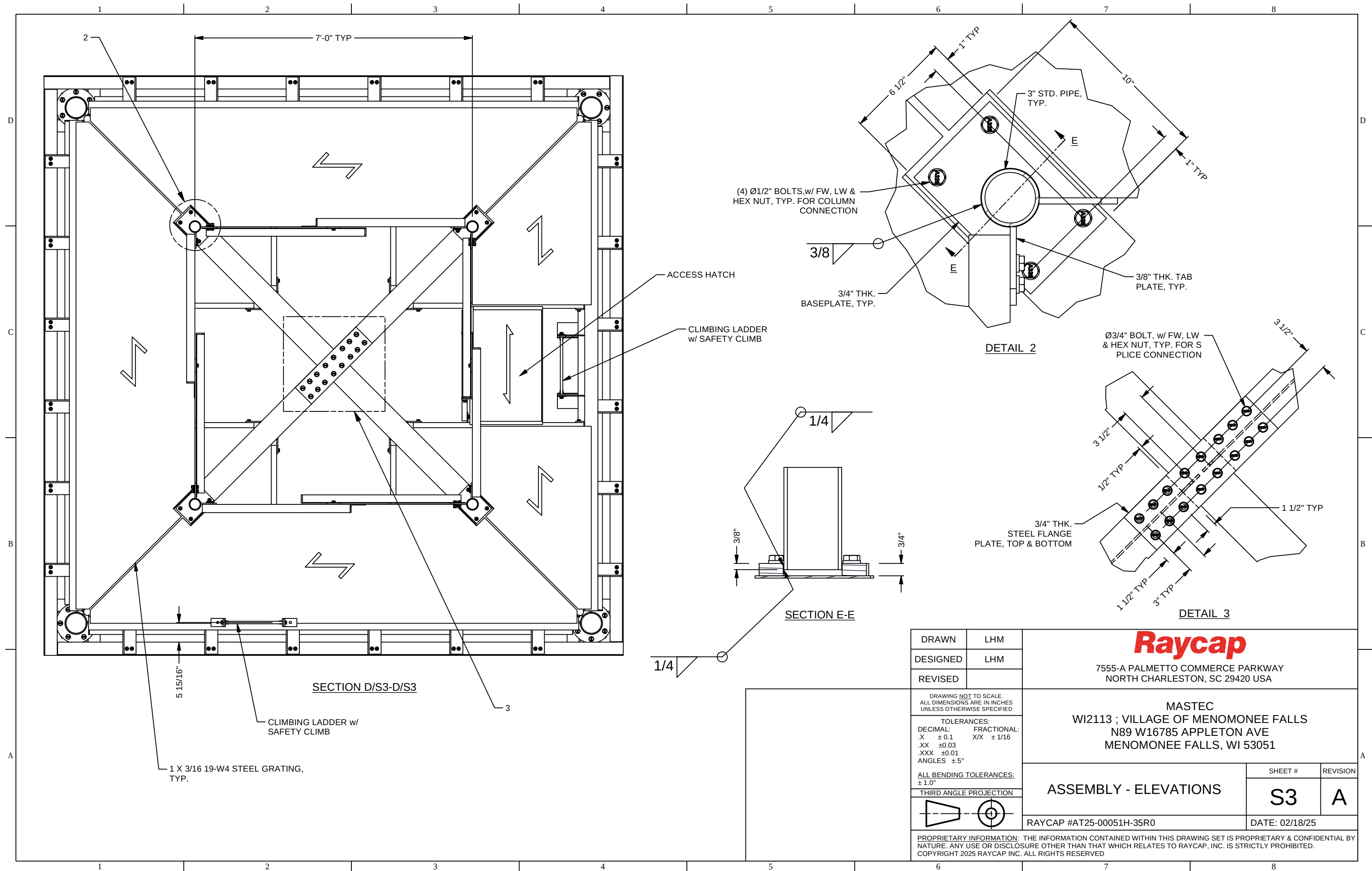


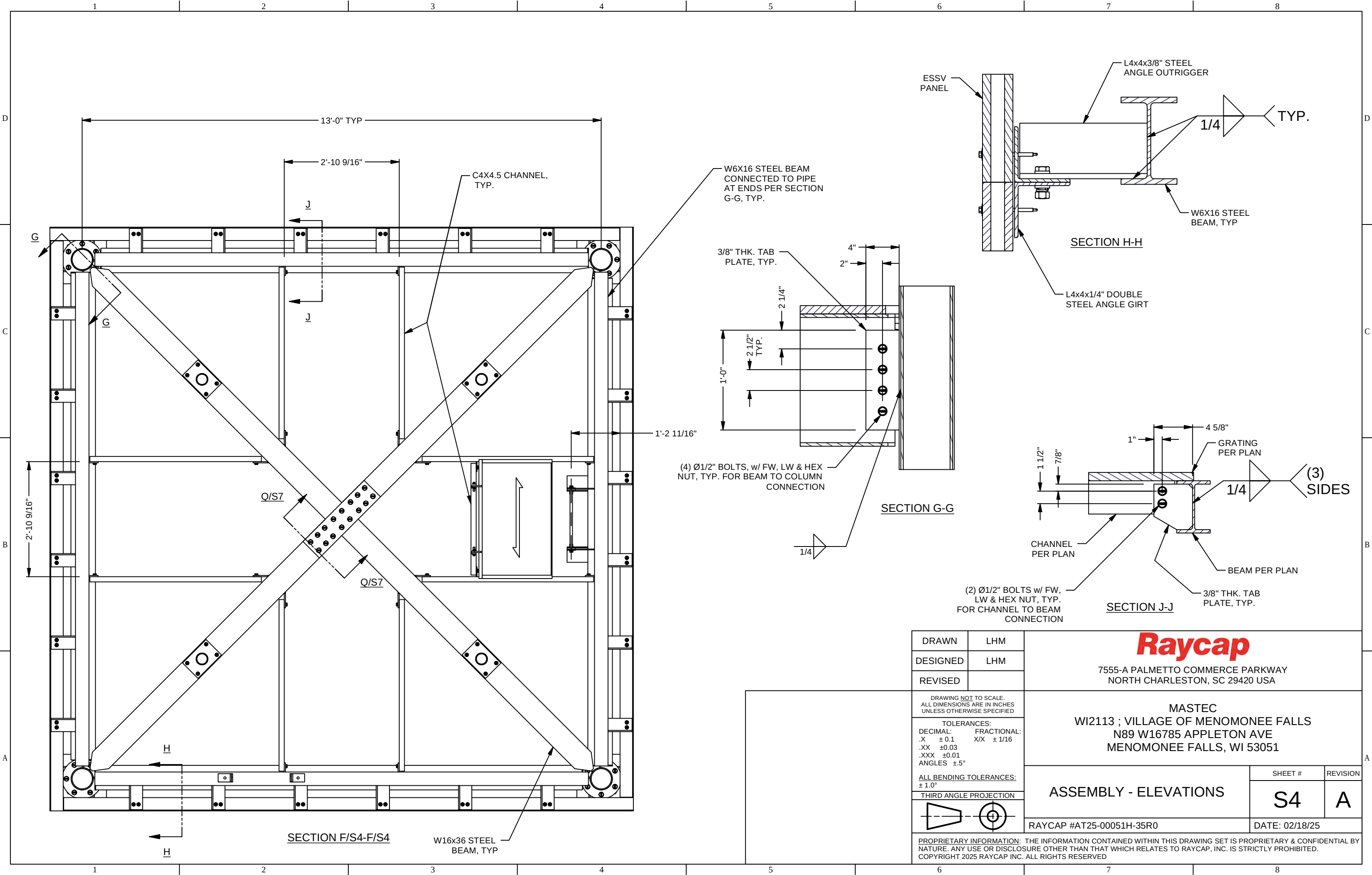
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RAYCAP #AT25-00051H-35R0		DATE: 02/18/25





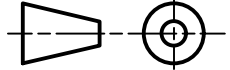
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DRAWING NOT TO SCALE.
ALL DIMENSIONS ARE IN INCHES
UNLESS OTHERWISE SPECIFIED

TOLERANCES:
DECIMAL: FRACTIONAL:
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THIRD ANGLE PROJECTION



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Raycap
7555-A PALMETTO COMMERCE PARKWAY
NORTH CHARLESTON, SC 29420 USA

MASTEC
WI2113 ; VILLAGE OF MENOMONEE FALLS
N89 W16785 APPLETON AVE
MENOMONEE FALLS, WI 53051

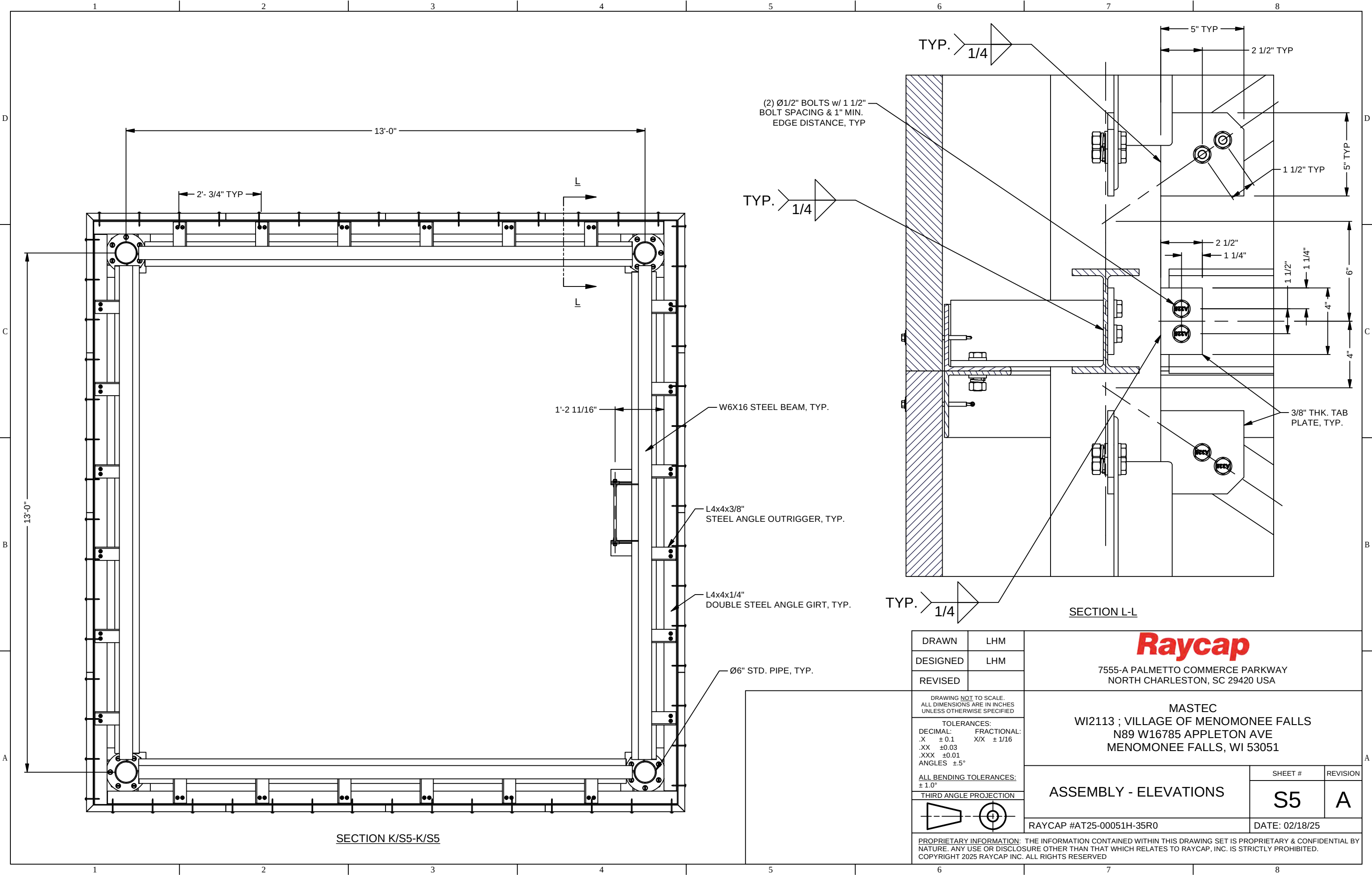
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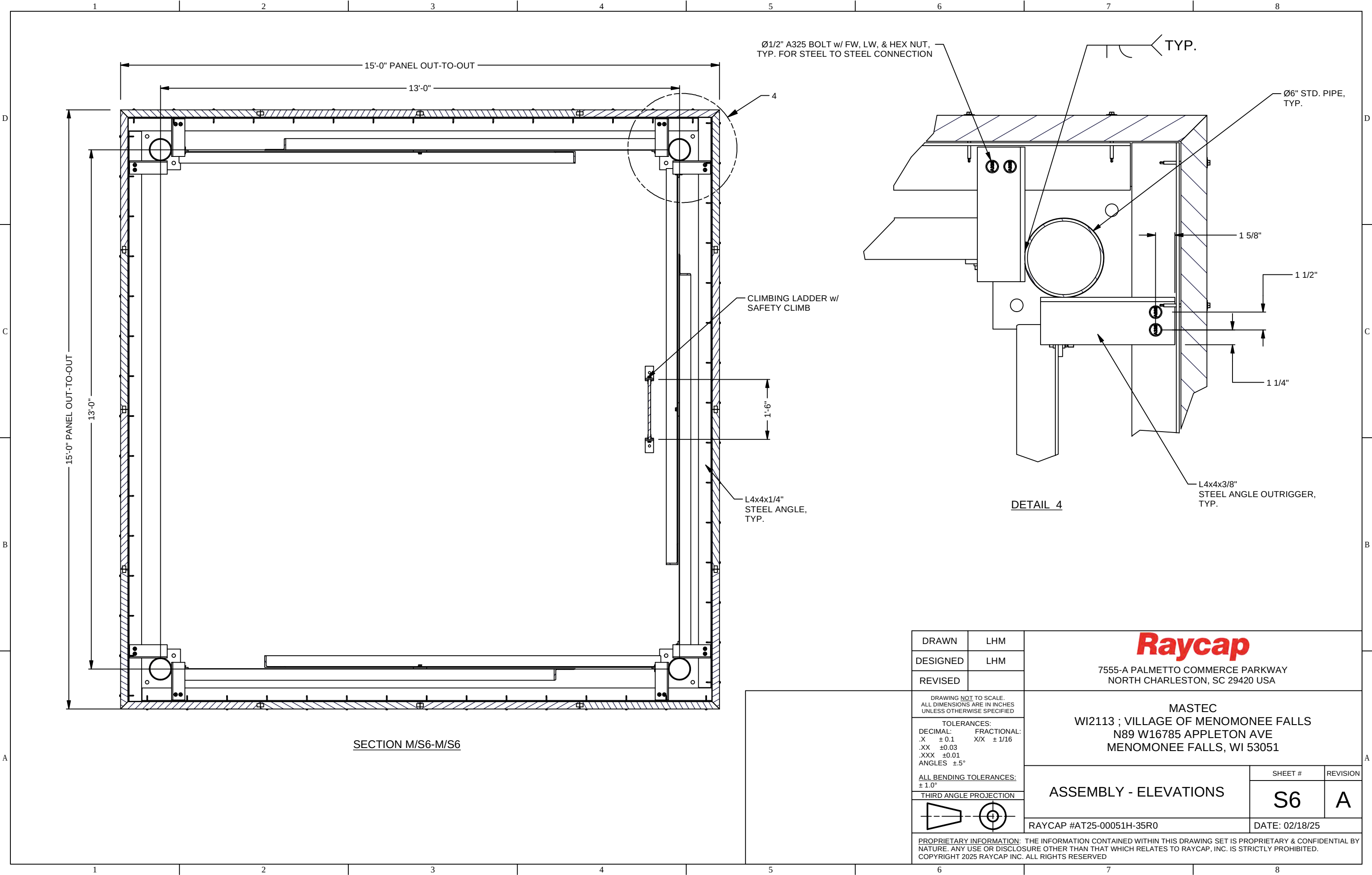
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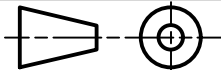
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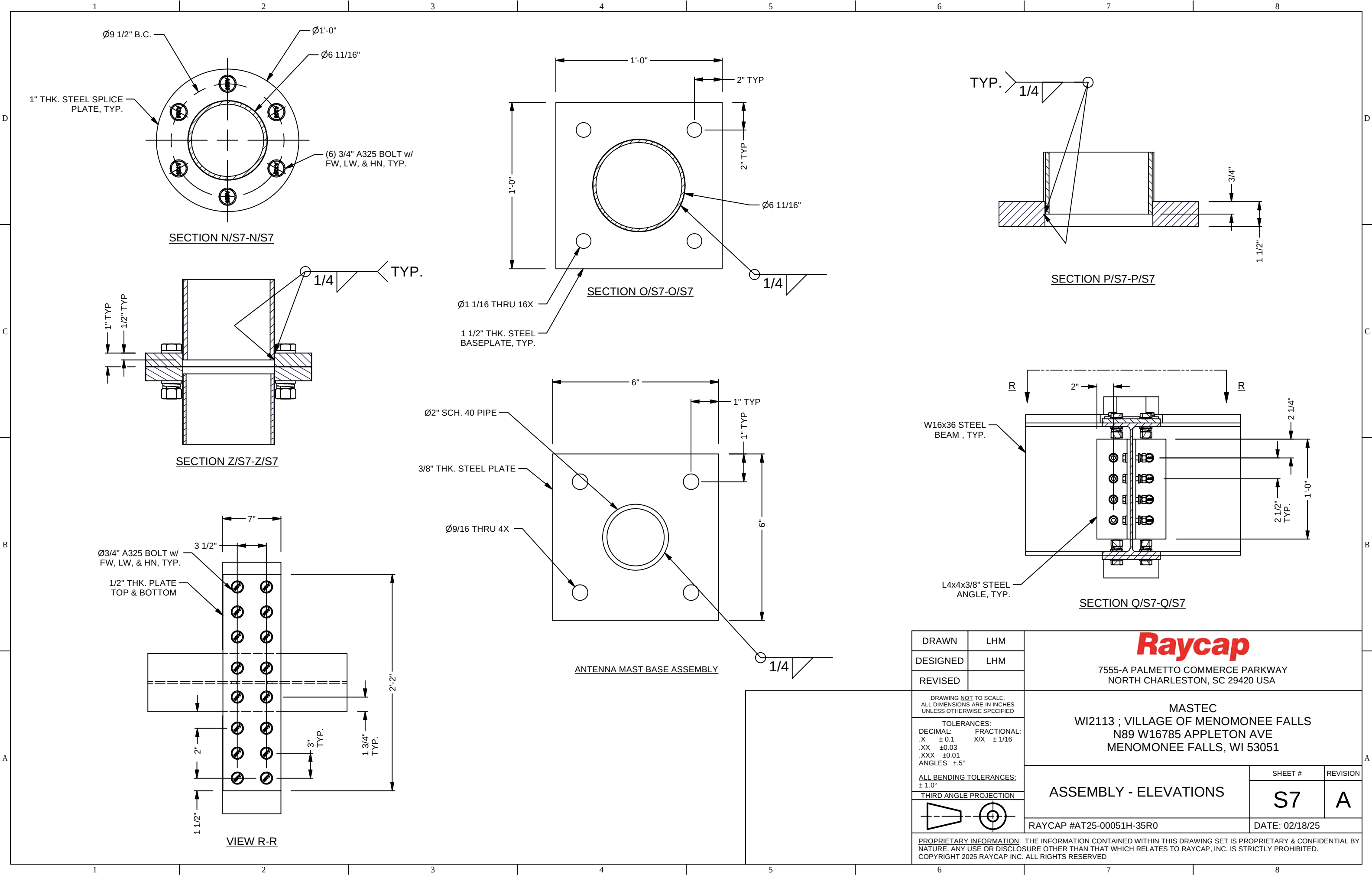
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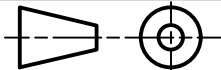
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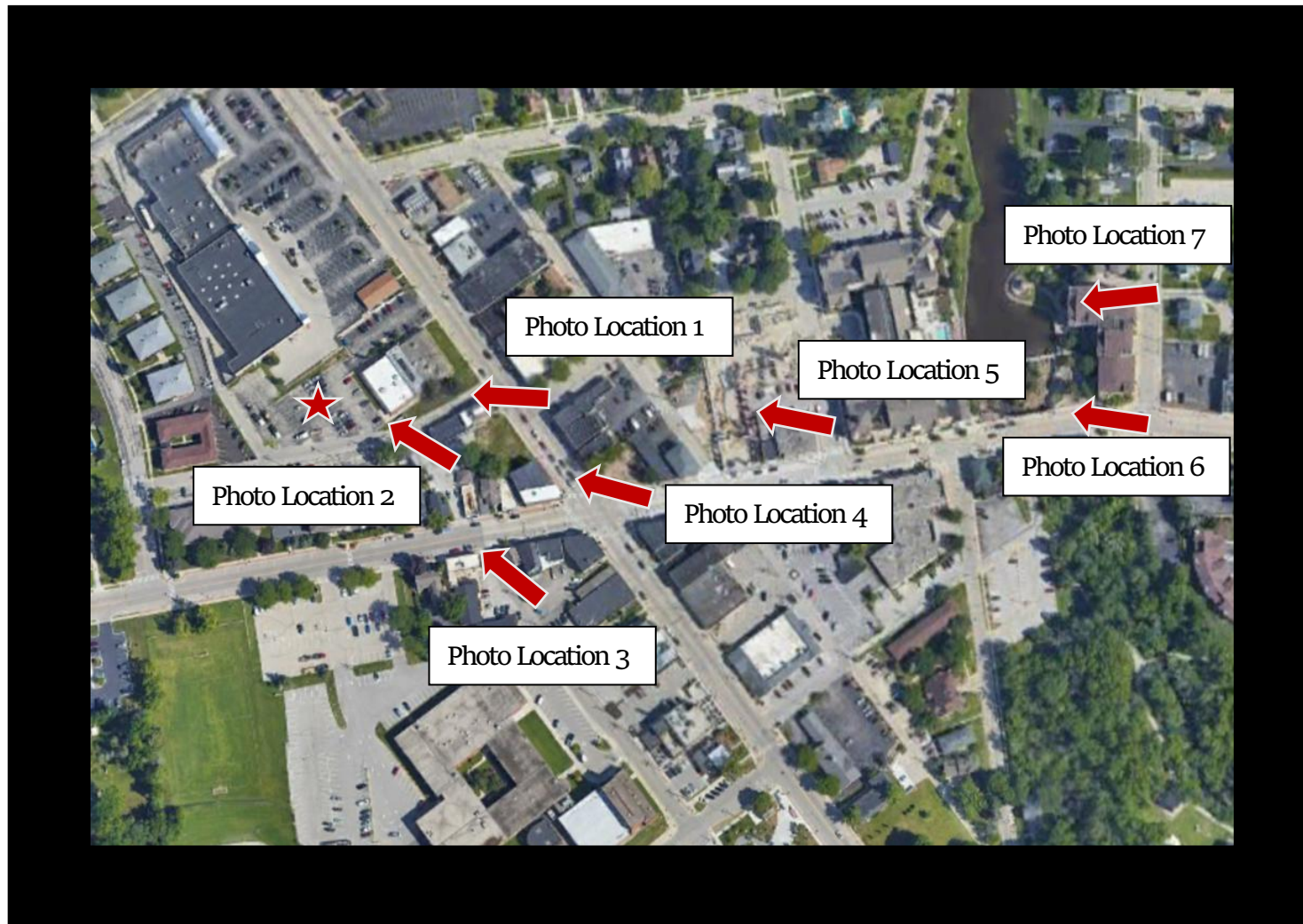
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Menomonee Falls WI2113 Photo-simulations

Photo-Simulation Photo Location



Proposed Wireless Communications Facility

Menomonee Falls WI2113 Photo-simulations

View #1 Before



Proposed Wireless Communications Facility

Menomonee Falls WI2113 Photo-simulations

View #1 After



Proposed Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #2 Before



Proposed Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #2 After



Proposed Wireless Communications Facility

Menomonee Falls WI2113 Photo-simulations

View #3 Before



Proposed Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #3 After



Proposed Wireless Communications Facility

Menomonee Falls WI2113 Photo-simulations

View #4 Before



Proposed Wireless Communications Facility

Menomonee Falls WI2113 Photo-simulations

View #4 After



Proposed Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #5 Before



Proposed Wireless Communications Facility

Menomonee Falls
WI2113 Photo-simulations

View #5 After



Proposed Wireless Communications Facility

Menomonee Falls WI2113 Photo-simulations

View #6 Before



Proposed Wireless Communications Facility

Menomonee Falls WI2113 Photo-simulations

View #6 After



Proposed Wireless Communications Facility

Menomonee Falls WI2113 Photo-simulations

View #7 Before



Proposed wireless communications facility

Menomonee Falls WI2113 Photo-simulations

View #7 After



Proposed Wireless Communications Facility

HUSCH BLACKWELL

Rodney W. Carter
Partner

511 North Broadway, Suite 1100
Milwaukee, WI 53202
Direct: 414.978.5365
Fax: 414.223.5000
Rodney.Carter@huschblackwell.com

May 29, 2025

Village of Menomonee Falls Plan Commission
Village of Menomonee Falls Board of Trustees

Re: Compliance with Conditional Use Permit Standards and Preemption Under Wis. Stat. § 66.0404 — CUP Application for Wireless Communications Facility, N89 W16785 Appleton Avenue, Menomonee Falls, Wisconsin (WI2113)

Dear Members of the Plan Commission and Board of Trustees:

New Cingular Wireless PCS, LLC (d/b/a AT&T Wireless) ("AT&T") submits this position statement in advance of the June 2, 2026 Plan Commission hearing regarding AT&T's Conditional Use Permit ("CUP") application for an 80-foot stealth wireless communications tower at N89 W16785 Appleton Avenue. This letter (1) demonstrates — standard by standard — that the application satisfies the Village's general CUP standards under Village Code § 122-66 and telecommunications-specific CUP standards under Village Code § 122-433; (2) explains why the staff report's stated bases for denial are legally preempted by Wis. Stat. § 66.0404, unsupported by substantial evidence in the written record as required by § 66.0404(2)(d)(4), or inconsistent with the mandatory CUP approval standard of Wis. Stat. § 62.23(7)(de); and (3) identifies the specific conditions AT&T accepts in advance and the specific conditions that may not lawfully be imposed. AT&T respectfully requests that the Plan Commission recommend approval and that the Village Board approve the CUP, subject only to reasonable and lawful conditions.

I. BACKGROUND AND PUBLIC INTEREST NEED

AT&T is a licensed provider of mobile wireless services in Wisconsin, including 4G LTE, 5G, and FirstNet public safety broadband services. The proposed facility is an 80-foot stealth wireless communications tower and equipment compound located in the west parking lot of the Falls Professional Office Center ("FPOC"), a commercial property in the C-2 Community Business District with the OVC Village Centre Overlay, and it is specifically sited to address a documented mobile wireless coverage gap in and around downtown Menomonee Falls, including near the Main Street Historic District. This gap affects both commercial users and first

Village Plan Commission and Board of Trustees
May 29, 2025
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responders who rely on FirstNet, including at high-attendance community events such as Memorial Fest where loading exacerbates coverage deficiencies that impair public safety communications.

The site was selected after analysis of alternatives within the search ring, and no technically feasible collocation opportunities of sufficient height were available. AT&T submitted a complete CUP application on February 25, 2026; the Village deemed it complete, triggering the 90-day review period under Wis. Stat. § 66.0404(2)(d). The Village's staff report subsequently recommended denial on four grounds. As set forth in detail below, each of those grounds is preempted by § 66.0404, not supported by substantial evidence in the written record, or fully addressed by AT&T's pre-hearing submissions.

II. GOVERNING LEGAL STANDARDS

A. Wis. Stat. § 66.0404 — Wireless Tower Siting Preemption

Wis. Stat. § 66.0404 was enacted by 2013 Wisconsin Act 20 to establish a uniform statewide framework for the siting of wireless communications facilities and to eliminate inconsistent, aesthetics-driven local regulation that frustrated wireless deployment across Wisconsin. The Wisconsin Legislative Council's official memorandum explaining Act 20 — *Wisconsin Legislative Council Information Memorandum IM-2013-14* (Dec. 9, 2013) — states in plain terms that the "particular locations" prohibition in § 66.0404(4)(c) means that **a municipality may not designate wireless towers as a prohibited use in any zoning district**, including through the application of overlay district standards that produce a de facto prohibition in practice.

The Village of Menomonee Falls expressly acknowledges this framework in its own Code, which states that telecommunications facilities are regulated by the Village "to the full extent allowed by Wis. Stats. § 66.0404" and not in any preempted or prohibited manner. The Village Code further states that Village review and action "shall be subject to the limitations imposed by Wis. Stats. § 66.0404(4)." The question presented here is whether the staff report's denial recommendation is consistent with those commitments.

The following provisions of § 66.0404(4) are directly applicable to the grounds raised in the staff report:

- **§ 66.0404(4)(c):** A political subdivision may not enact an ordinance "prohibiting the placement of a mobile service support structure in particular locations within the political subdivision."

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- § 66.0404(4)(g): A political subdivision may not disapprove an application "based solely on aesthetic concerns, including concerns about the size or appearance of the mobile service support structure."
- § 66.0404(4)(l): A political subdivision may not disapprove an application "based solely on the height or lighting of a mobile service support structure."
- § 66.0404(4)(p): A political subdivision may not disapprove an application "based on the political subdivision's assessment of the suitability of other locations."
- § 66.0404(4)(u): A political subdivision may not limit "the height of a mobile service support structure to under 200 feet."
- § 66.0404(4)(v): A political subdivision may not condition approval "on the applicant's agreement to indemnify or insure the political subdivision."
- § 66.0404(4)(n): A political subdivision may not limit "the duration of any permit granted" for covered activities.
- § 66.0404(4)(o): A political subdivision may not require an applicant "to use a distributed antenna system rather than construct a new mobile service support structure."

B. Wis. Stat. § 62.23(7)(de) — Mandatory CUP Approval Standard

Wis. Stat. § 62.23(7)(de) (enacted as part of Act 67) provides that a conditional use permit "shall be granted" if the applicant meets or agrees to meet all applicable requirements and conditions. Any denial must be supported by "substantial evidence" in the written record — not speculation or generalized characterization — and aesthetic objections standing alone do not constitute substantial evidence. The Village Code reflects this standard, providing that if an applicant meets or agrees to meet all applicable requirements and conditions, "the village board shall grant the conditional use permit."

These standards apply independently of and in addition to § 66.0404's preemption provisions. Even if a denial ground were not expressly preempted by § 66.0404, it would still need to be supported by substantial evidence under § 62.23(7)(de) to support a lawful denial.

C. Federal Telecommunications Act — 47 U.S.C. § 332(c)(7)(B)

The federal Telecommunications Act of 1996 independently prohibits state and local government regulations that "prohibit or have the effect of prohibiting the provision of personal wireless services." 47 U.S.C. § 332(c)(7)(B)(i)(II). In its 2018 Declaratory Ruling (FCC 18-133), the FCC clarified that the "effective prohibition" standard is met when a local regulation **materially inhibits** wireless services. A denial of a facility serving a documented coverage gap in the Village's downtown commercial core, where no viable alternative location exists, constitutes an

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effective prohibition on the provision of wireless services within the meaning of § 332(c)(7)(B)(i)(II). Any such denial may be challenged in federal district court on an expedited basis under § 332(c)(7)(B)(v), independently of the state court remedy available under § 66.0404(2)(f).

D. Governing Case Law

Savich v. Columbia County Board of Adjustment, 2024 WI App 43: The Wisconsin Court of Appeals held that § 66.0404(4)(c)'s "particular locations" prohibition is construed broadly and encompasses any regulatory scheme — including generally applicable ordinance provisions — whose application produces a de facto prohibition on tower placement in a defined geographic area. A quarter-mile tower separation ordinance was preempted because it created identifiable zones around existing towers where placement was prohibited. Critically, the court held that preemption turns on the **effect** of the regulation, not its facial text or stated purpose. A municipality cannot escape preemption by applying general overlay standards if the effect of their application is to exclude wireless towers from a defined area of the Village.

Eco-Site LLC v. Town of Cedarburg, 2019 WI App 42: Wis. Stat. § 66.0404(4)(g) preempts a denial "based solely on aesthetic concerns," and a denial grounded exclusively in aesthetics — without findings of property value impact, public health risk, or non-aesthetic welfare concern — is preempted. As demonstrated in Part V below, every denial ground in the staff report is an aesthetic judgment. The staff report contains no supported finding of public health or safety risk, no property value impact analysis, and no non-aesthetic welfare finding of any kind.

State ex rel. U.S. Cellular Operating Co. v. Town of Fond du Lac, 2025 WI App 21: Beyond its shot clock holding, *Fond du Lac* establishes that § 66.0404's design requires a single, clear, written denial supported by substantial evidence in the written record — not conclusory narrative characterizations assembled after the fact. The staff report here is comprised of conclusory narrative characterizations without expert analysis — no independent historic preservation assessment, no visual impact study by a qualified expert, no engineering basis for the monopole preference, and no property value analysis. Generalized staff narrative does not constitute substantial evidence within the meaning of § 66.0404(2)(d)(4).

PrimeCo Personal Communications v. City of Mequon, 352 F.3d 1147 (7th Cir. 2003): The Seventh Circuit held that generalized aesthetic objections to a stealth wireless facility, unsupported by concrete, objective evidence in the written record, do not satisfy the substantial evidence standard required for a denial to survive federal TCA review. This case provides a

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benchmark for the substantial evidence analysis applicable here and reinforces the dual state and federal litigation exposure created by a denial of this application.

III. AFFIRMATIVE COMPLIANCE WITH GENERAL CUP STANDARDS — VILLAGE CODE § 122-66

A. Public Health, Safety, and Welfare

The proposed 80-foot stealth tower is unmanned, remotely monitored, does not introduce hazardous materials or industrial operations, is engineered to applicable structural standards (TIA/EIA-222-H and the Wisconsin State Building Code), and affirmatively serves public safety by providing FirstNet coverage in a documented gap area. The staff report identifies no specific public health or safety concern, and the written record contains no substantial evidence of any such risk.

The Village Code requires CUP applicants to show "with substantial evidence" that the requested use will not become a nuisance to surrounding properties. The facility is unmanned and generates no traffic in normal operations, no noise in normal operations, and no odors or vibration. Its equipment compound will be screened by a six-foot cedar board fence with committed arborvitae plantings, addressing compatibility at grade level. No nuisance is created by this facility.

B. Site Functionality — Parking, Access, Utilities, and Drainage

The facility occupies a 33-foot by 52-foot area in an existing commercial parking lot with over 100 stalls, and the property will retain a surplus of 29 parking spaces above Village Code requirements after construction. The Village's own staff report acknowledges that parking is adequate for the current uses and square footage. Standard electrical service is available; no new access roads or drainage alterations are required; and the unmanned facility generates no regular vehicular traffic, with only occasional maintenance visits anticipated. A complete property condition update documenting the resolution of each item raised in the staff report, together with the full parking adequacy analysis and re-striping commitment, is submitted as a separate exhibit to this position statement.

C. Harmony with Zoning Purpose and the Comprehensive Plan

Wireless telecommunications infrastructure is regulated — not prohibited — in the C-2 district through Village Code § 122-433, and the Code's framework expressly contemplates freestanding

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towers as a conditional use. Because no viable collocation site exists within the search ring, denial would frustrate the ordinance's coverage policy objectives rather than further the spirit and purpose of the zoning code. The Village Code's CUP standards include harmony with the comprehensive plan, compliance with the zoning code and district purposes, compatibility with adjacent properties, and required landscaping — while still mandating approval when the applicant meets or agrees to meet applicable conditions.

IV. AFFIRMATIVE COMPLIANCE WITH TELECOMMUNICATIONS-SPECIFIC CUP STANDARDS — VILLAGE CODE § 122-433

The Village's telecommunications ordinance is expressly intended to regulate wireless siting "to the full extent allowed by Wis. Stats. § 66.0404," and acknowledges that nothing in the ordinance is intended to authorize regulation preempted by § 66.0404.

A. Mobile Services / FirstNet Public Safety — § 122-433(a)(1)

The facility is used exclusively to provide mobile wireless services, including AT&T commercial 4G/5G and FirstNet public safety services, satisfying § 122-433(a)(1). The FirstNet public safety need is independently documented in the application record and is not disputed by staff.

B. Collocation Analysis — § 122-433(a)(2)

AT&T conducted an analysis of existing structures within the search ring and found no structure of sufficient height; a sworn statement to this effect was submitted by AT&T's Lead Real Estate and Construction Manager in compliance with Wis. Stat. § 66.0404(2)(b)6, satisfying § 122-433(a)(2). The Village Code similarly requires a construction plan and an explanation with a sworn statement addressing why the location was chosen and why collocation was not selected, referencing Wis. Stat. § 66.0404(2)(b)5-6. Both requirements are satisfied.

C. Setbacks — § 122-433(a)(3)

The proposed tower satisfies applicable setback requirements, does not encroach into required setbacks from a residential zoning district, and lot coverage remains within applicable limits. Setback compliance is confirmed in the revised construction drawings (Rev. 1).

D. Structural Design — § 122-433(a)(4)

The structure is engineered and certified by a licensed professional engineer and complies with TIA/EIA-222-H and the Wisconsin State Building Code. The Village Code's telecommunications standards state that all new antenna support structures "shall be nonflammable mono-poles," defined as a smooth, tapered pole without stepped sections or guy wires. As set forth in Part V.D below, the monopole-only requirement is preempted by § 66.0404(4)(g) as applied to override a stealth design selected specifically to minimize visual impact. The structural criterion is satisfied in all non-preempted respects.

E. Visual Impact and Landscaping — § 122-433(a)(5)

AT&T has proactively committed to landscaping and screening — including Emerald Petite arborvitae plantings in rock mulch around the cedar board compound fence on all sides visible from public rights-of-way and adjacent properties, to be installed concurrent with construction with ongoing maintenance and replacement obligations — and has submitted expanded photo simulations from seven viewpoints demonstrating the stealth tower does not visually dominate the historic streetscape from any representative public viewpoint. This criterion is satisfied.

F. Lighting — § 122-433(a)(6)

No continuous lighting is proposed; only potential motion-activated security lighting below and within the compound fence line is planned. This criterion is satisfied.

G. Noise — § 122-433(a)(7)

Generator use is limited to power outages and periodic testing, with a stated rating of 65 dBA at a specified distance, in compliance with applicable noise standards. The facility is unmanned and generates no operational noise in normal operations. This criterion is satisfied.

H. Decommissioning

AT&T agrees to decommission and remove the facility within 12 months after permanent cessation of operations, restore the site to its pre-construction condition, and provide a decommissioning bond or other financial assurance as a condition of approval. This criterion is satisfied.

I. Tower Spacing — § 122-433

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The Village Code includes a one-quarter mile separation requirement between telecommunications towers unless credible evidence shows need and infeasibility of collocation. AT&T has confirmed, to the best of its knowledge and belief, that no existing telecommunications tower is located within one-quarter mile of the proposed facility site. This criterion is satisfied. AT&T additionally notes, consistent with *Savich*, that this spacing rule is independently subject to preemption challenge under § 66.0404(4)(c) to the extent it operates to create prohibited zones of exclusion within the Village — an argument AT&T preserves for future proceedings if necessary.

V. THE STAFF REPORT'S DENIAL GROUNDS ARE UNLAWFUL

A. Ground 1 — De Facto Prohibition in the Downtown Core — § 66.0404(4)(c)

This is the most fundamental preemption issue presented by the staff report, and it should be the Plan Commission's and Village Board's primary legal concern.

Wis. Stat. § 66.0404(4)(c) prohibits ordinances that prohibit placement of a mobile service support structure in "particular locations," and *Savich* confirms this prohibition applies to regulatory schemes that, in practice, create identifiable geographic exclusion zones even if not expressly named in ordinance text. The preemption question turns on the **effect** of the regulation — not its facial text or stated purpose.

The staff report recommends denial because the tower is located within the Village Centre Overlay — i.e., downtown — identifies no alternative location where a tower of required height would be approved, and thereby applies the overlay in a way that creates a de facto prohibition on wireless tower placement in the downtown core. That is precisely what § 66.0404(4)(c) forbids. The Wisconsin Legislative Council's IM-2013-14 is explicit: § 66.0404(4)(c) means a municipality may not designate wireless towers as a prohibited use in any zoning district — including through the functional operation of overlay district standards.

This de facto prohibition is compounded by the Village's quarter-mile tower spacing requirement, which — under *Savich* — also creates "particular locations" exclusion zones around existing towers. The layered operation of the OVC overlay denial and the quarter-mile spacing rule together effectively prohibits wireless tower deployment throughout the Village's entire commercial downtown core — the area of greatest coverage need and greatest public safety justification. That result is independently preempted by § 66.0404(4)(c).

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Furthermore, § 66.0404(4)(p) independently prohibits disapproving an application "based on the political subdivision's assessment of the suitability of other locations." Staff's conclusion that the tower is incompatible with the downtown location — without identifying any specific alternative location where a tower of the required height would be approved — constitutes precisely the type of location-suitability assessment the statute forbids.

B. Ground 2 — Historic Compatibility and "Visual Dominance" — Pure Aesthetic Denial Preempted by § 66.0404(4)(g)

Wis. Stat. § 66.0404(4)(g) prohibits disapproving an application based solely on aesthetic concerns, and Eco-Site confirms denials grounded exclusively in aesthetics are preempted.

Every characterization in the staff report's historic and aesthetic compatibility analysis is an aesthetic judgment:

- "Visually dominant" over surrounding one- and two-story buildings — **aesthetic**.
- "Inconsistent with historic architectural styles, forms, and patterns" — **aesthetic**.
- "Not consistent with the visually pleasing image" of the Village Centre — **aesthetic**.
- "Inconsistent with ongoing downtown economic development, revitalization, and historic preservation efforts" — **aesthetic**.
- "Out of scale with surrounding buildings" — **aesthetic and height-based** (independently preempted under § 66.0404(4)(l)).

The staff report contains no supported finding of public health or safety risk, no property value impact with analysis, and no non-aesthetic welfare finding of any kind. Under *Eco-Site*, the "based solely on aesthetic concerns" standard in § 66.0404(4)(g) is fully satisfied. The staff report is a textbook example of a denial grounded solely in aesthetics, and it is preempted.

The seven-viewpoint photo simulation package submitted with this position statement affirmatively demonstrates from representative viewpoints throughout the downtown area that the proposed stealth tower does not visually dominate the historic streetscape and does not materially alter the visual character of the Village Centre Overlay district. *AT&T* has submitted substantial supporting materials including photo simulations, engineering certification, and a FirstNet public safety coverage justification. The staff report, by contrast, offers no expert analysis — no independent historic preservation assessment, no qualified visual impact study, and no engineering basis for any of its conclusions. Under *Fond du Lac*, a denial must be supported by substantial evidence in the written record. The staff report does not meet that standard.

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C. Ground 3 — Height and Scale — Preempted by § 66.0404(4)(u) and (4)(l)

Wis. Stat. § 66.0404(4)(u) prohibits limiting the height of a mobile service support structure to under 200 feet, and § 66.0404(4)(l) prohibits denial based solely on height or lighting. Accordingly, staff's reliance on the C-2 district's 60-foot maximum building height as a benchmark, and its "out of scale" and "visually dominant" conclusions derived from that comparison, are preempted height-based objections.

The Village Code's own telecommunications provisions acknowledge that Village review and action "shall be subject to the limitations imposed by Wis. Stats. § 66.0404(4)." Staff's reliance on the 60-foot height standard as a denial ground is contrary to that acknowledgment and is directly preempted.

D. Ground 4 — Monopole-Only Structural Preference — Impermissible Aesthetic Preference Preempted by § 66.0404(4)(g)

The Village Code's telecommunications standards state that all new antenna support structures "shall be nonflammable mono-poles," defined as a smooth, tapered pole without stepped sections or guy wires. AT&T's position is that applying this requirement to override the proposed stealth design has no identified engineering, safety, or fall-zone basis in the record and is therefore a purely visual preference constituting an impermissible aesthetic basis for denial under § 66.0404(4)(g).

The preference for a monopole over a stealth tower is, at its core, a visual preference — the Village prefers the appearance of one structure type over another. The staff report offers no safety, engineering, or other non-aesthetic justification for the monopole requirement. Moreover, the Village's own stated objective is to minimize the visual impact of wireless facilities on the historic streetscape. A stealth rectangular tower — specifically designed to blend into the architectural environment — achieves that objective more effectively than a monopole, which by definition is a smooth, tapered pole making no pretense of architectural integration. If anything, the Village's own aesthetic objectives support the stealth design over the monopole.

Additionally, if any member of the Plan Commission or Village Board proposes that the Applicant should deploy a distributed antenna system rather than a new tower as an alternative to the stealth design, AT&T notes that § 66.0404(4)(o) expressly prohibits requiring "the use of a distributed antenna system rather than construct a new mobile service support structure." No DAS requirement may lawfully be imposed.

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Additionally, the record reflects that prior to submitting the final application design, AT&T's representative specifically attempted to engage Village staff in a pre-application discussion regarding the design of the proposed tower, with the explicit purpose of ensuring the design would be satisfactory to the Village before finalization. Village staff declined to engage in that discussion. AT&T then proceeded with the stealth rectangular tower design in reasonable reliance on staff's silence, selecting a design specifically intended to minimize visual impact on the historic streetscape — the very objective the Village now invokes to object to the design. Having declined the opportunity to participate in the design process when specifically invited to do so, the Village's after-the-fact objection to the tower design on aesthetic grounds is both factually unreasonable and legally insufficient to constitute the substantial evidence required under § 66.0404(2)(d)(4) and *State ex rel. U.S. Cellular Operating Co. v. Town of Fond du Lac*, 2025 WI App 21, to support a denial. Staff cannot decline to engage on design and then invoke design dissatisfaction as a ground for denial.

E. Ground 5 — Landscaping Deficiency — Addressed; Denial Would Be Disproportionate and Contrary to Wis. Stat. § 62.23(7)(de)

This is the one ground in the staff report with a potentially non-preempted Code basis. The Village Code allows the Village Board to impose additional CUP requirements and conditions, but they must be reasonable, related to the purpose of the chapter, based on substantial evidence, and — where practicable — measurable.

The appropriate remedy for a landscaping deficiency is a reasonable condition of approval — not outright denial. Under § 62.23(7)(de) and the Village Code's mandatory grant standard, the Village Board shall grant the CUP if the applicant meets or agrees to meet all applicable requirements and conditions. AT&T has now agreed to meet the landscaping requirement through a specific, voluntary pre-hearing commitment. The mandatory grant standard therefore applies.

AT&T has proactively committed to landscaping and screening — Emerald Petite arborvitae plantings in rock mulch around the exterior of the cedar board compound fence, installed concurrent with construction, maintained throughout the life of the facility, and replaced as needed. This commitment is made voluntarily, in advance of the hearing, without compulsion. It eliminates the landscaping deficiency entirely and satisfies any conditions the Plan Commission and Village Board are authorized to impose on this ground.

VI. CONDITIONS AT&T ACCEPTS IN ADVANCE

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In the interest of good faith and cooperative resolution, AT&T accepts the following conditions of approval:

1. **Landscaping:** *Installation of Emerald Petite arborvitae plantings in rock mulch around the cedar board compound fence, concurrent with construction, with ongoing maintenance and replacement obligations throughout the life of the facility.*
2. **Compound Fencing:** A six-foot pressure-treated Grade "A" cedar board fence as depicted in the revised construction drawings (Rev. 1).
3. **Decommissioning Bond:** Provision of a decommissioning bond or equivalent financial assurance agreed before building permit issuance.
4. **Removal:** Removal of the facility and restoration of the site within 12 months after permanent cessation of operations.
5. **Parking Lot Re-striping:** Re-striping of the affected area of the parking lot concurrently with or upon completion of tower construction.
6. **Lighting:** Any security lighting to be motion-activated and directed downward within the compound fence line only.

These conditions address every legitimate, non-preempted concern raised in the staff report. AT&T respectfully requests that the Plan Commission and Village Board accept these conditions and grant the CUP without imposing any preempted conditions identified in Part VI above.

VIII. STATUTORY REMEDIES AND THE IMPORTANCE OF A LEGALLY DEFENSIBLE DECISION

AT&T respectfully submits this position statement because it wants to work cooperatively with the Village toward an approval that both serves the public interest and withstands legal scrutiny. To that end, AT&T believes the Plan Commission and Village Board are entitled to a candid assessment of the legal framework governing this decision — including the remedies the law makes available when a decision does not comply with that framework.

Wisconsin law provides specific, expedited remedies for applicants whose wireless facility applications are denied in violation of § 66.0404. Under § 66.0404(2)(f), any person aggrieved by a disapproval that violates § 66.0404(4) or is not supported by substantial evidence in the written record may seek circuit court review. A court finding a violation may order the political subdivision to approve the application and may award costs and attorney fees. This remedy exists precisely because the legislature determined that wireless facility applicants needed a

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meaningful and timely avenue of relief when local decisions depart from the statutory framework.

Independently, federal law under 47 U.S.C. § 332(c)(7)(B)(v) provides for expedited federal district court review of denials that prohibit or have the effect of prohibiting the provision of wireless services — including denials that are not supported by substantial evidence in the written record. The Seventh Circuit's decision in *PrimeCo Personal Communications v. City of Mequon*, 352 F.3d 1147 (7th Cir. 2003), confirms that aesthetic objections unsupported by concrete, objective evidence in the written record do not meet that standard.

AT&T raises these remedies not as a threat, but because the Plan Commission and Village Board deserve to make this decision with a complete and accurate understanding of the legal framework that governs it. A decision to deny this application on the grounds stated in the staff report — grounds that are preempted by § 66.0404(4)(c), (g), (l), (p), and (u), and that are not supported by substantial evidence in the written record — would not be a legally defensible decision, and the statutory remedies described above would be available to AT&T as a matter of right. AT&T's strong preference is for a cooperative outcome that serves the Village's residents, its first responders, and its downtown community — and approval of this application achieves exactly that.

VIII. CONCLUSION AND FORMAL REQUEST

AT&T's application satisfies the Village's general CUP standards under § 122-66 and the telecommunications-specific CUP standards under § 122-433, and the staff report's stated denial rationale is, as applied, preempted by Wis. Stat. § 66.0404. The application is supported by a sworn collocation statement, engineering certification, a FirstNet public safety coverage justification, seven-viewpoint photo simulations, a parking compliance analysis, and a proactive landscaping and screening commitment. The staff report offers no expert analysis, no objective visual impact evidence, and no non-aesthetic justification for any of its denial grounds. It does not constitute substantial evidence supporting denial under § 66.0404(2)(d)(4) or § 62.23(7)(de).

AT&T respectfully requests that the Plan Commission recommend approval and that the Village Board approve the CUP, subject only to the reasonable, non-preempted conditions identified in Part VII of this position statement. A denial based on the grounds in the staff report would not withstand legal scrutiny in state circuit court, and would independently expose the Village to challenge in federal district court. The legally sound, factually supported, and record-justified outcome is approval.

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Respectfully and sincerely,



Rodney W. Carter, *Partner*
HUSCH BLACKWELL LLP

RWC:wp

MEMORANDUM

Date: June 1, 2026

To: Village of Menomonee Falls Plan Commission and Village Board

From: Rodney W. Carter, Husch Blackwell LLP
On Behalf of: New Cingular Wireless PCS, LLC (d/b/a AT&T Wireless)

Re: Property Condition Analysis — N89 W16785 Appleton Avenue

I. Purpose

This document provides the Plan Commission and Village Board with a complete update on the property condition issues raised in the Village's staff report, and confirms the parking adequacy analysis previously submitted to the Village on March 25, 2026, in advance of the June 2, 2026 Plan Commission hearing.

II. Property Condition Issues Raised in the Staff Report

The staff report raised several property condition issues at the Falls Professional Office Center ("FPOC") property that are unrelated to the tower application itself. FPOC has addressed each concern as follows:

Issue Raised by Staff	Action Taken	Status
Stone landscape beds	See Section IV below for a summary of the applicable code analysis; property owner additionally commits to covering beds with hardwood mulch as a good faith gesture without conceding any violation	No code violation; fully addressed

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Rusty metal sign posts	FPOC removed the metal sign posts from the parking lot on May 4, 2026	Resolved — posts removed
Expired temporary real estate sign	Sign has been removed from the property	Resolved — sign removed
Flagpoles	FPOC has removed the flagpoles from the front of the property	Resolved — flagpoles removed
Parking lot condition	FPOC invested approximately \$100,000 in parking lot improvements two years ago; the lot was re-stripped last year; photos documenting the current condition of the lot will be presented at the hearing to rebut the staff report's characterization	Resolved — photos to be presented at hearing

All property condition issues raised in the staff report have been fully addressed prior to the June 2, 2026 hearing. The Plan Commission and Village Board are respectfully requested to remove these items from consideration as bases for any denial or adverse finding in connection with the CUP application.

III. Parking — Adequacy Confirmation and Re-Striping Commitment

The Village's staff report acknowledges that parking is adequate for current uses and square footage at the FPOC property, and the Village did not dispute the Applicant's parking calculations when submitted on March 25, 2026. For the avoidance of doubt, the Applicant sets forth the following summary for the hearing record:

- The FPOC property currently provides in excess of 100 paved parking stalls, as confirmed by the property owner through a physical walk of the lot.
- The proposed AT&T lease area will displace a limited number of stalls. Per the staff report's own estimate, 4 stalls are eliminated outright and access to an additional 7 may be affected, leaving a minimum of approximately 88 to 94 stalls available post-construction.
- Using applicable Village Code parking ratios — 1 space per 350 square feet for general office uses and 1 space per 200 square feet for medical/dental uses — the current tenant mix requires approximately 59 parking spaces.

- The property therefore retains a surplus of at least 29 spaces above the Village Code requirement following construction of the tower, even under the most conservative assumptions.

Parking is not a basis for denial of this application.

In the interest of good faith and completeness, the property owner further commits to re-striping the affected portion of the parking lot concurrently with or upon completion of tower construction, ensuring all remaining stalls are clearly delineated and accessible following site work.

IV. Stone Landscape Beds — Brief Code Analysis

The staff report characterizes the stone landscape beds at FPOC as "prohibited" but does not cite any specific Village Code provision. Upon review of the applicable code, three points are clear:

First, the explicit prohibition on rock and stone in landscape beds — "Rock, stone, and similar shall not be allowed" — appears in the provisions applicable to the **PDO-2 Planned Development Overlay District only**. The FPOC property is located in the **C-2 Community Business District with the OVC Village Centre Overlay**, not PDO-2. That prohibition simply does not apply to this property.

Second, the landscape standards applicable to the C-2 district establish hardwood mulch as the default material for planting beds, but expressly provide that *"other landscape bed materials may be approved by the architectural control board in special circumstances."* That is a default standard with an approval pathway — not a blanket prohibition on stone. Staff's characterization of the stone beds as categorically prohibited is not supported by the applicable code text.

Third, the stone landscape beds were installed with the full knowledge of Village officials and with active financial support from the Village through its own grants and loans program. The Village conducted a post-installation inspection as a condition of releasing grant funds, and funds were released following that inspection. A post-installation inspection and fund disbursement by the Village is inconsistent with any claim that the same improvements constitute a code violation.

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Without conceding any violation, and solely as a good faith gesture, the property owner commits to covering the stone landscape beds with hardwood mulch prior to or concurrent with any required site improvements. The Applicant respectfully requests that the Plan Commission and Village Board remove this item from consideration as a basis for any adverse finding in connection with the CUP application, and that staff identify in writing the specific code provision and zoning district it relies upon for the claimed prohibition if it intends to maintain that position.

Monopine Solutions



**Pine Tree
Concealed Solutions**

Water Tank Solutions

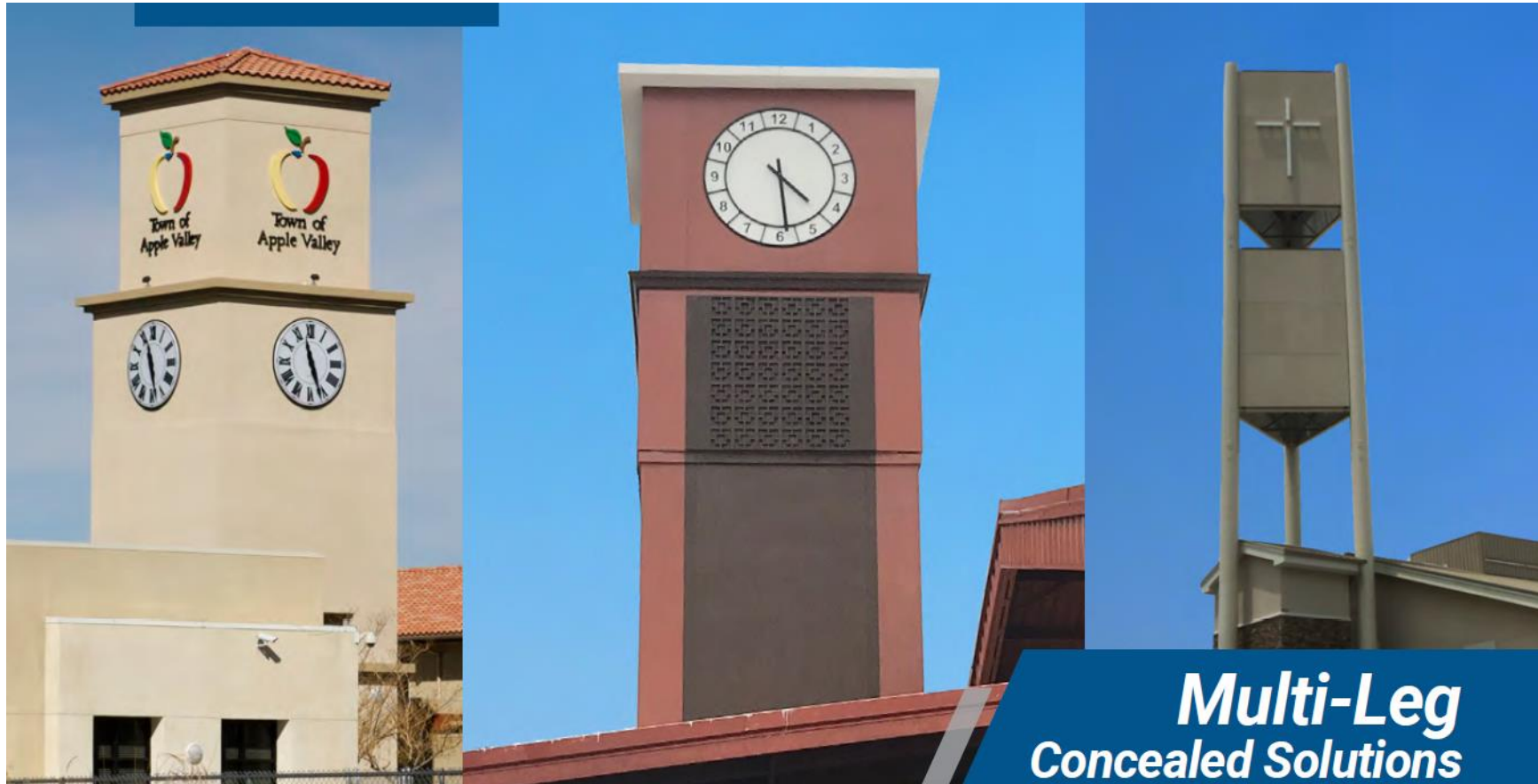


**Water Tank
Concealed Solutions**

Flagpole Solutions



Multi-Leg Concealed Solutions



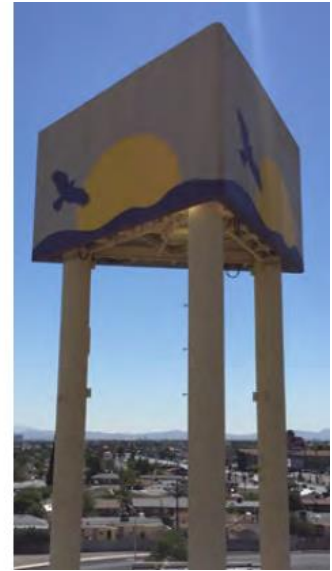
“Lamp” Solutions



Architectural Monopole Solutions



Other Solutions



Other Solutions



- d. **Consideration of a recommendation to the Village Board of Trustees on the request of DEREK B. MCGREW, CELLUSITE, LLC, to obtain a Conditional Use Permit allowing for the installation of a new wireless communication facility located at N89W16785 APPLETON AVENUE in the C-2 Community Business Zoning District with the OVC Village Centre Overlay. The subject site is identified by Tax Key Number 0011229.**

Motion by Chairperson Mike Manke, second by Member Chris Rolenc to recommend that the Village Board of Trustees deny the request of DEREK B. MCGREW, CELLUSITE, LLC, to obtain a Conditional Use Permit allowing for the installation of a new wireless communication facility located on a site at N89W16785 APPLETON AVENUE and identified by Tax Key Number 0011229.

Chairperson Mike Manke cited agreement with Village staff comments that the proposed plans for a new wireless communication facility on the subject property do not meet the requirements of Zoning Code Section (122-433(a)(4) Telecommunication facilities and antennas and Zoning Code Section 122-354 Village Centre Overlay District Design Standards.

Vote: 4-0 motion carried

ADJOURNMENT

Motion by Chairperson Mike Manke, second by Member Dayton Aardema to adjourn.

Vote: 4-0 motion carried

Meeting adjourned at 5:35 pm.

Minutes transcribed by Tyler Zwagerman

Minutes approved on _____.

6/29/2026

Village President Jeremy Walz and Members of the Village Board Village of Menomonee Falls,
W156 N8480 Pilgrim Road, Menomonee Falls, WI 53051

Re: Support for AT&T Wireless Tower Application — N89 W16785 Appleton Avenue

Dear Village President Walz and Members of the Village Board:

I am writing in support of the AT&T wireless tower application currently pending before the Village Board for the Falls Professional Office Center at N89 W16785 Appleton Avenue in Menomonee Falls.

I own a business in Menomonee Falls. Cell phone coverage in the downtown area is unreliable, and it affects my business and my customers / my work in the community on a regular basis. I understand the proposed tower would improve coverage for residents, businesses, and visitors in the Village Centre — and would also strengthen the FirstNet network used by emergency responders, which is an important public safety benefit for our community-which would be great!

I support this application and respectfully ask the Village Board to approve it at the July 6 hearing.

Sincerely,



Russell Breitenbach
W151N11532 Potomac Cir
Germantown, WI 53022
Russ.breitenbach@gmail.com

Business location:
Standard Windows & Doors
N89W16785 Appleton Ave Ste 11
Menomonee Falls, WI 53051
262-212-5740

6/29/2026

Village President Jeremy Walz and Members of the Village Board Village of Menomonee Falls,
W156 N8480 Pilgrim Road, Menomonee Falls, WI 53051

Re: Support for AT&T Wireless Tower Application — N89 W16785 Appleton Avenue

Dear Village President Walz and Members of the Village Board:

I am writing in support of the AT&T wireless tower application currently pending before the Village Board for the Falls Professional Office Center at N89 W16785 Appleton Avenue in Menomonee Falls.

I own a business in Menomonee Falls. Cell phone coverage in the downtown area is unreliable, and it affects my business and my customers / my work in the community on a regular basis. I understand the proposed tower would improve coverage for residents, businesses, and visitors in the Village Centre — and would also strengthen the FirstNet network used by emergency responders, which is an important public safety benefit for our community-which would be great!

I support this application and respectfully ask the Village Board to approve it at the July 6 hearing.

Sincerely,



Kelsy Klein
6255 State Rd 144
West Bend, WI
53095
Kelsyjk1102@gmail.com

Business location:
Standard Windows & Doors
N89W16785 Appleton Ave Ste 11
Menomonee Falls, WI
53051
262-212-5740

6/29/2026

Village President Jeremy Walz and Members of the Village Board Village of Menomonee Falls,
W156 N8480 Pilgrim Road, Menomonee Falls, WI 53051

Re: Support for AT&T Wireless Tower Application — N89 W16785 Appleton Avenue

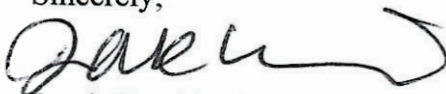
Dear Village President Walz and Members of the Village Board:

I am writing in support of the AT&T wireless tower application currently pending before the Village Board for the Falls Professional Office Center at N89 W16785 Appleton Avenue in Menomonee Falls.

I own a business in Menomonee Falls. Cell phone coverage in the downtown area is unreliable, and it affects my business and my customers / my work in the community on a regular basis. I understand the proposed tower would improve coverage for residents, businesses, and visitors in the Village Centre — and would also strengthen the FirstNet network used by emergency responders, which is an important public safety benefit for our community-which would be great!

I support this application and respectfully ask the Village Board to approve it at the July 6 hearing.

Sincerely,



Jacob Wycklendt
6255 State Rd 144
West Bend, WI
53095

jaketheroofer@gmail.com

Business location:
Standard Windows & Doors
N89W16785 Appleton Ave Ste 11
Menomonee Falls, WI
53051
262-212-5740

From: [Dishinger, Amy](#)
To: [Bennett, Amy](#)
Subject: FW: Support for AT&T Wireless Tower Application - N89 W16785 Appleton Avenue
Date: Monday, June 29, 2026 3:03:24 PM
Attachments: [image001.jpg](#)

Amy Dishinger WCMC
Village Clerk
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
P 262-532-4205
www.menomonee-falls.org

Menomonee-Falls_LOGO



From: David A. Guse <daguse@yahoo.com>
Sent: Saturday, June 27, 2026 1:46 PM
To: Dishinger, Amy <ADishinger@menomoneefalls.gov>
Cc: Tim Dunne <tim@timthebroker.com>
Subject: Support for AT&T Wireless Tower Application - N89 W16785 Appleton Avenue

You don't often get email from daguse@yahoo.com. [Learn why this is important](#)

June 27, 2026

Village President Jeremy Walz and Members of the Village Board Village of Menomonee Falls, W156 N8480 Pilgrim Road, Menomonee Falls, WI 53051

Re: Support for AT&T Wireless Tower Application — N89 W16785 Appleton Avenue

Dear Village President Walz and Members of the Village Board:

I am writing in support of the AT&T wireless tower application currently pending before the Village Board for the Falls Professional Office Center at N89 W16785 Appleton Avenue in Menomonee Falls.

I live in Menomonee Falls. Cell phone coverage in the downtown area is unreliable, and it affects me and my family on a regular basis. I understand the proposed tower would improve coverage for residents, businesses, and visitors in the Village Centre — and would also strengthen the FirstNet network used by emergency responders, which is an important public safety benefit for our community-which would be great!

I support this application and respectfully ask the Village Board to approve it at the July 6

hearing.

Sincerely,

David Guse

N67W15932 Tamarack Trail
Menomonee Falls WI 53051
262-278-8740

From: [Dishinger, Amy](#)
To: [Bennett, Amy](#)
Subject: FW: Wireless Communication Towers- letters of support
Date: Monday, June 29, 2026 3:04:20 PM
Attachments: [2026-06-29_012331-2.jpg](#)
[2026-06-29_012331-1.jpg](#)
[2026-06-29_012331-3.jpg](#)
[~WRD0001.jpg](#)
[image001.jpg](#)

Amy Dishinger WCMC
Village Clerk
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
P 262-532-4205
www.menomonee-falls.org

Menomonee-Falls_LOGO



From: Kelsy Klein <kelsyjk1102@gmail.com>
Sent: Monday, June 29, 2026 1:53 PM
To: Dishinger, Amy <ADishinger@menomoneefalls.gov>
Cc: Tim Dunne <tim@timthebroker.com>
Subject: Wireless Communication Towers- letters of support

You don't often get email from kelsyjk1102@gmail.com. [Learn why this is important](#)

Good afternoon,

As business owners in Menomonee Falls, we would like to show our support, in hopes that you will recognize the benefits in allowing Timothy Dunne to install communication towers on his Appleton Ave property. These are greatly needed and would benefit not only the businesses in the area, but also the community's emergency response teams and the people living in the surrounding area. Below are our letters of support. Thank you for your time. Have a great day!

--

From: [Dishinger, Amy](#)
To: [Bennett, Amy](#)
Subject: FW: Support for Improved Wireless Coverage in Menomonee Falls
Date: Monday, June 29, 2026 3:04:32 PM
Attachments: [~WRD0002.jpg](#)
[image001.jpg](#)

Amy Dishinger WCMC
Village Clerk
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
P 262-532-4205
www.menomonee-falls.org

Menomonee-Falls_LOGO



From: Jane Moore <jmoore@summiteyecareclinic.com>
Sent: Monday, June 29, 2026 10:00 AM
To: Dishinger, Amy <ADishinger@menomoneefalls.gov>
Cc: Tim Dunne <tim@timthebroker.com>
Subject: Support for Improved Wireless Coverage in Menomonee Falls

You don't often get email from jmoore@summiteyecareclinic.com. [Learn why this is important](#)

Dear Members of the Village Board,

I am writing in support of the proposed wireless tower at N89 W16785 Appleton Ave. Although I am not a resident of Menomonee Falls, I regularly travel through and/or work in the Village, and I experience connectivity issues in the downtown area.

Reliable cell service is essential for anyone moving through the area—whether for work, commuting, appointments, or simply staying connected while on the road. There have been many times when calls drop, navigation apps freeze, or messages fail to send while I'm in Menomonee Falls. These gaps in service create real challenges, especially for people who depend on their phones for work, safety, and day today communication.

Improved wireless coverage at this location would benefit not only residents, but also, the many people who come into the Village for employment, shopping, services and travel. Stronger connectivity supports public safety, helps workers stay in contact with their employers and customers, and ensures that people passing through the community can rely on their devices when they need them most.

I appreciate the Village Board's careful review of this project. From the perspective of someone who spends significant time in Menomonee Falls, the need for improved service is clear. A modern, well designed tower at N89 W16785

Appleton Ave would meaningfully improve communication and reliability for everyone who lives in, works in, or travels through the area.

For these reasons, I respectfully encourage the Board to approve the proposed tower.

Thank you for your time and consideration.

Sincerely,

Thank you,

Jane Moore

Practice Administrator

Summit Eye Care of Wisconsin

JANE MOORE

Practice Administrator



Tel: [262-735-8060](tel:262-735-8060)

Email: jmoore@summiteyecareclinic.com

N89 W16785 Appleton Ave, Menomonee Falls, WI 53051

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SPECIALTY ENGINEERING GROUP LLC
N89W16785 APPLETON AVE, SUITE 201
MENOMONEE FALLS, WI 53051

T 262.253.4700
www.str-seg.com

June 30, 2026

Jeremy Walz, Village President
Members of the Village Board
Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

**Re: Support for AT&T Wireless Tower Application
N89 W16785 Appleton Avenue**

Dear Mr. Walz and Board Members:

We are writing in support of the proposed wireless tower, at the above address, and urge you to approve the pending application. Having operated out of the Falls Professional Office Center for over 15 years, we can testify to the spotty and unreliable cell coverage in the downtown area. Oftentimes, calls fade or drop, and you'll see us and our employees getting from our desks to walk to the windows or atrium area as an attempt to get better reception. This creates an unnecessary interruption in work flow, and should be improved if possible.

It is our understanding that the proposed tower would improve cell coverage for everyone in the Village Centre – residents, businesses, visitors – and would also strengthen the FirstNet network used by emergency responders, which provides an important public safety benefit for the community.

We support this application and respectfully ask the Village Board to approve it at the July 6th meeting.

Sincerely,
Specialty Engineering Group LLC

A handwritten signature in black ink, appearing to read "Randy J. Marquardt".

Randy J. Marquardt
Principal / General Manager

A handwritten signature in black ink, appearing to read "Jarred T. Enerson".

Jarred T. Enerson
Principal / Sr. Project Manager

From: [Dishinger, Amy](#)
To: [Bennett, Amy](#)
Subject: FW: Support AT&T Wireless Tower Application - N89 W16785 Appleton Ave.
Date: Wednesday, July 1, 2026 10:09:22 AM
Attachments: [image.png](#)

Amy Dishinger WCMC
Village Clerk
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
P 262-532-4205
www.menomonee-falls.org



From: Bob Angelier <BobA@service1ststaffing.com>
Sent: Tuesday, June 30, 2026 1:08 PM
To: Dishinger, Amy <ADishinger@menomoneefalls.gov>
Cc: Tim Dunne <tim@timthebroker.com>
Subject: Support AT&T Wireless Tower Application - N89 W16785 Appleton Ave.

You don't often get email from boba@service1ststaffing.com. [Learn why this is important](#)

06/30/2026

Village President Jeremy Walz and Members of the Village Board Village of Menomonee Falls, W156 N8480 Pilgrim Road, Menomonee Falls, WI 53051

Re: Support for AT&T Wireless Tower Application — N89 W16785 Appleton Avenue

Dear Village President Walz and Members of the Village Board:

I am writing in **support** of the AT&T wireless tower application currently pending before the Village Board for the Falls Professional Office Center at N89 W16785 Appleton Avenue in Menomonee Falls.

I work in Menomonee Falls. Cell phone coverage in the downtown area is unreliable, and it affects me, my business and my customers on a regular basis. I understand the proposed tower would improve coverage for residents, businesses, and visitors in the Village Centre — and would also strengthen the FirstNet network used by emergency responders, which is an important public safety benefit for our community-which would be great!

I support this application and respectfully ask the Village Board to approve it at the July 6 hearing.

Sincerely,

Bob Angelier
Manager

Service 1st Staffing
N89 W16785 Appleton Ave.
Menomonee Falls, WI 53051
414-587-5457
angelierbob@service1ststaffing.com

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From: [Dishinger, Amy](#)
To: [Bennett, Amy](#)
Subject: FW: Support for AT&T Wireless Tower on Appleton Avenue
Date: Wednesday, July 1, 2026 10:09:56 AM

Amy Dishinger WCMC
Village Clerk
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
P 262-532-4205
www.menomonee-falls.org



From: Daniel Ellis <ellisd77@gmail.com>
Sent: Tuesday, June 30, 2026 9:25 PM
To: Dishinger, Amy <ADishinger@menomoneefalls.gov>
Subject: Support for AT&T Wireless Tower on Appleton Avenue

You don't often get email from ellisd77@gmail.com. [Learn why this is important](#)

Village President Walz and Members of the Village Board,

I am writing this email to show my support for the AT&T tower planned for N89W16785 Appleton Avenue. I own my own business in Menomonee Falls. I have a studio where I teach voice and piano lessons- Ellis Music Studios. My studio is near the corner of Appleton and Main. Quite often, cell phone coverage in the area is unreliable and it impacts those of us who live and work in the area negatively. It is my opinion that this tower would improve this issue and help to make the downtown Falls area continue to be an attractive area for local businesses like mine.

Please consider this email my full support of the project. I will attempt to be at the July 6th hearing to offer my support in person as well. In the meantime, if you have any questions, feel free to reach out by email or phone.

Sincerely,
Daniel Ellis
20516 W Good Hope Rd
Lannon, WI 53046
ellisd77@gmail.com
(515)450-8099 (cell phone)

From: [Dishinger, Amy](#)
To: [Bennett, Amy](#)
Subject: FW: WIRELESS TOWER
Date: Wednesday, July 1, 2026 12:42:25 PM
Attachments: [image001.png](#)

Amy Dishinger WCMC
Village Clerk
Village of Menomonee Falls
W156N8480 Pilgrim Road
Menomonee Falls, WI 53051
P 262-532-4205
www.menomonee-falls.org



From: Thomas Klatt <tklatt@coolsys.com>
Sent: Wednesday, July 1, 2026 12:28 PM
To: Dishinger, Amy <ADishinger@menomoneefalls.gov>
Subject: WIRELESS TOWER

You don't often get email from tklatt@coolsys.com. [Learn why this is important](#)

Dear Members of the Village Board, I am writing in support of the proposed wireless tower at N89 W16785 Appleton Ave. Although I am not a resident of Menomonee Falls, I regularly travel through and/or work in the Village, and I experience connectivity issues in the downtown area. Reliable cell service is essential for anyone moving through the area—whether for work, commuting, appointments, or simply staying connected while on the road. There have been many times when calls drop, navigation apps freeze, or messages fail to send while I'm in Menomonee Falls. These gaps in service create real challenges, especially for people who depend on their phones for work, safety, and daytoday communication. Improved wireless coverage at this location would benefit not only residents, but also the many people who come into the Village for employment, shopping, services, and travel. Stronger connectivity supports public safety, helps workers stay in contact with their employers and customers, and ensures that people passing through the community can rely on their devices when they need them most. I appreciate the Village Board's careful review of this project. From the perspective of someone who spends significant time in Menomonee Falls, the need for improved service is clear. A modern, welldesigned tower at N89 W16785 Appleton Ave would meaningfully improve communication and reliability for everyone who lives in, works in, or travels through the area. For these reasons, I respectfully encourage the Board to approve the proposed tower. Thank you for your time and consideration.



Tom Klatt
EMPLOYEE#015580
Purchasing Specialist
608-516-4326
tklatt@coolsys.com



Village Board - Regular

7. a.

Meeting Date: 07/06/2026

Topic: Tax Incremental District No. 9 Amendment

From: Amy Bennett, Director of Planning and Development

Department: Planning & Development Services

Date of Village Board 07/06/2026

Action (if required):

Information

Subject:

Consideration and possible action on a Resolution amending the Project Plan and Boundaries of Tax Incremental District No. 9 (TID No. 9).

Background Information:

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

Key Issues for Consideration:

At its meeting on June 2, 2026, the Plan Commission held a public hearing in which several people spoke, and unanimously recommended:

1. Adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 9.
2. Adopt the attached Resolution recommending the Village Board adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 9.

Action By Committee or Village Board:

To approve the attached resolution amending the Project Plan and Boundaries of Tax Incremental District No. 9 (TID No. 9).

Attachments

Plan Commission 060226 Draft Minutes

Plan Commission 060226 Staff Report

Executed PC Resolution

Final Project Plan

Draft Resolution

Vote: 7 - 0 Motion Carried

Public hearing regarding the proposed amendment of the Project Plan and Boundaries of Tax Incremental District No. 9 (TID No. 9).

Harry Allen from Ehlers presented the item to the Plan Commission.

Village President Walz opened the public hearing.

Diane Mindt (W161N5851 Cheryl Dr) addressed the Plan Commission and asked questions. The hearing was closed at 6:51 PM.

ACTION ITEM

Consideration and possible action of a Resolution approving an Amendment to the Project Plan and Boundaries for Tax Incremental District No. 9 (TID No. 9).

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve a Resolution recommending that the Village Board approve amending the Project Plan and Boundaries for Tax Incremental District No. 9. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 9.
2. Adopt the attached Resolution recommending the Village Board adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 9.

Vote: 7 - 0 Motion Carried

Public hearing regarding proposed amendment of the Project Plan of Tax Incremental District No. 12 (TID No. 12).

Harry Allen from Ehlers presented the item to the Plan Commission.

Village President Walz opened the public hearing. No members of the public spoke. The hearing was closed at 6:55pm.

ACTION ITEM

Consideration and possible action of a Resolution approving an Amendment to the Project Plan for Tax Incremental District No. 12 (TID No. 12).

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve a Resolution recommending that the Village Board approve amending the Project Plan. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Adopt the amended Project Plan dated June 2, 2026 for Tax Incremental District No. 12.
2. Adopt the attached Resolution recommending the Village Board adopt the amended Project Plan dated June 2, 2026 for Tax Incremental District No. 12.

Vote: 7 - 0 Motion Carried



Plan Commission - Regular

5. b.

Meeting Date: 06/02/2026

Topic: Tax Incremental District No. 9 Amendment

From: Amy Bennett, Director of Planning and Development

Department: Planning & Development Services

Date of Village Board 07/06/2026

Action (if required):

Subject:

Public hearing regarding the proposed amendment of the Project Plan and Boundaries of Tax Incremental District No. 9 (TID No. 9).

ACTION ITEM

Consideration and possible action of a Resolution approving an Amendment to the Project Plan and Boundaries for Tax Incremental District No. 9 (TID No. 9).

Background Information:

Tax Incremental District ("TID") No. 9 ("District") is a 188-acre Mixed Use District created on January 18, 2010. The District was created to support various redevelopment projects in the central part (along Appleton Avenue) of the Village through Village funded infrastructure improvements and the provision of developer incentives.

Application Specifics:

Allow approximately \$5,959,596 in excess revenue to be transferred to Tax Incremental District No. 6 ("Recipient District") as permitted under Wis. Stat. § 66.1105(6)(f)1. The District has enough revenue to pay for all current Project Costs and has enough excess revenue to pay for eligible project costs of the Recipient District.

Subtract territory from the District as permitted under Wis. Stat. §66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District. This would remove the parcel identified by Tax Key 43.996.

Additional Information:

Requested Action by Commission/Committee/Board:

Consideration of a Resolution recommending that the Village Board approve amending the Project Plan and Boundaries for Tax Incremental District No. 9. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 9.
2. Adopt the attached Resolution recommending the Village Board adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 9.

Draft TID No. 9 Project Plan

Draft PC Resolution

**VILLAGE OF MENOMONEE FALLS PLAN COMMISSION
RESOLUTION NO. 89-R-26**

**RESOLUTION OF THE PLAN COMMISSION APPROVING AN AMENDMENT TO
THE PROJECT PLAN AND BOUNDARIES OF TAX INCREMENTAL
DISTRICT NO. 9
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 9 (the "District") was created by the Village on January 18, 2010; and

WHEREAS, the Village now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

- a. Remove territory from the District as permitted under Wisconsin Statutes Section 66.1105(4)(h)2.
- b. Allow excess revenue to be transferred to Tax Incremental District No. 6 as permitted under Wisconsin Statutes Section 66.1105(6)(f)2.

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

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

- k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

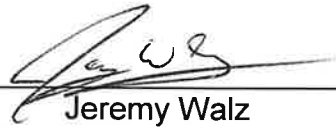
WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Waukesha County, the School District of Menomonee Falls, and the Waukesha County Area Technical College District, and any other entities having the power to levy taxes on property located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

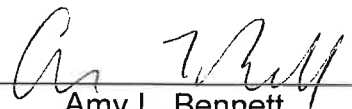
WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 2, 2026 held a public hearing concerning the proposed amended boundaries of the District and the proposed amendment to its Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

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

1. It recommends to the Village Board that the boundaries of Tax Incremental District No. 9 be amended with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.
3. Amendment of the District's Project Plan and boundaries promotes orderly development in the Village.

Adopted by the Plan Commission of the Village of Menomonee Falls on this 2nd day of June, 2026.

By: 
Jeremy Walz
Plan Commission Chair

Attest: 
Amy L. Bennett
Plan Commission Secretary

**TAX INCREMENTAL DISTRICT NO. 9
BOUNDARY MAP**

[INCLUDED IN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

June 2, 2026

PROJECT PLAN AMENDMENT

Village of Menomonee Falls, Wisconsin

Tax Incremental District No. 9



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 2, 2026
Public Hearing Held:	June 2, 2026
Consideration by Plan Commission:	June 2, 2026
Consideration by Village Board:	July 6, 2026
Consideration by the Joint Review Board:	July 28, 2026

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 9 (“District”) is a 188-acre Mixed Use District created on January 18, 2010. The District was created to support various redevelopment projects in the central part of the Village through Village funded infrastructure improvements and the provision of developer incentives.

Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Allow approximately \$5,959,596 in excess revenue to be transferred to Tax Incremental District No. 6 (“Recipient District”) as permitted under Wis. Stat. § 66.1105(6)(f)1. The Plan Amendment meets the following criteria necessary to allow for the transfer of excess revenue:
 1. The District and the Recipient District lie within the same overlapping taxing jurisdictions.
 2. The District has enough revenue to pay for all current Project Costs and has enough excess revenue to pay for eligible project costs of the Recipient District.
 3. The Recipient District is a district in need of rehabilitation or conservation which qualifies it as an eligible recipient of excess revenue.
- Subtract territory from the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.

Estimated Total Project Cost Expenditures

This Amendment does not change the list of estimated Project Costs in the current Project Plan other than to add the donations to the Recipient District which is not considered a “project cost” under existing law.

Incremental Valuation

The Village projects that the new land and improvement value previously created in the District of \$101,050,400 will remain relatively flat for the remaining life of the District. Creation of this value was made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

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

Summary of Findings

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

1. That “but for” the amendment of this Project Plan, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village. In reaching this determination, the Village has considered:
 - Current and projected tax increment collections for the Recipient District will be insufficient to pay for project costs already incurred to achieve the objectives of its project plan.
 - That “but for” the amendment of the District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved. In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient Districts, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor Districts and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient Districts are not likely to recover their Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for Village taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the completed redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the Village finds that it is reasonable to conclude the “but for” test continues to be satisfied.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the Village has considered the following information:

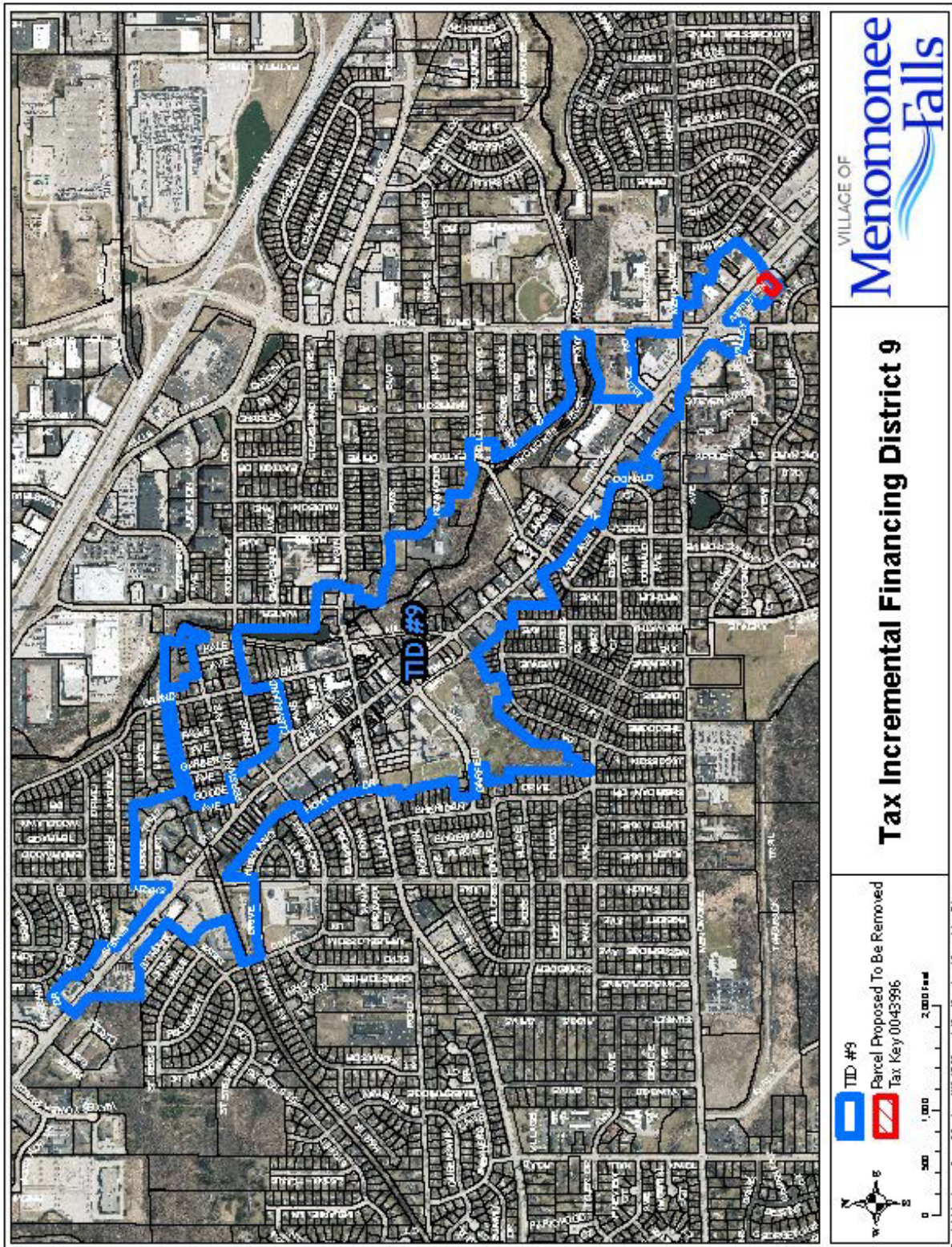
- As demonstrated in the Economic Feasibility Section of this Project Plan Amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs.
 - Approval of the ability to share increment with the Recipient District is necessary to enable the Recipient District to fully realize the economic benefits projected in its project plan. Since the District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient District, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the District and Recipient District.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the Village finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
 4. Not less than 50% by area of the real property within the District, as amended, is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm).
 5. Based on the foregoing finding, the District remains designated as a mixed-use district.
 6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created. Lands proposed for newly-platted residential development comprise no more than 35% of the real property area within the amended District. Costs related to newly-platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wis. Stat. § 66.1105(2)(f)3.a.
 7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.

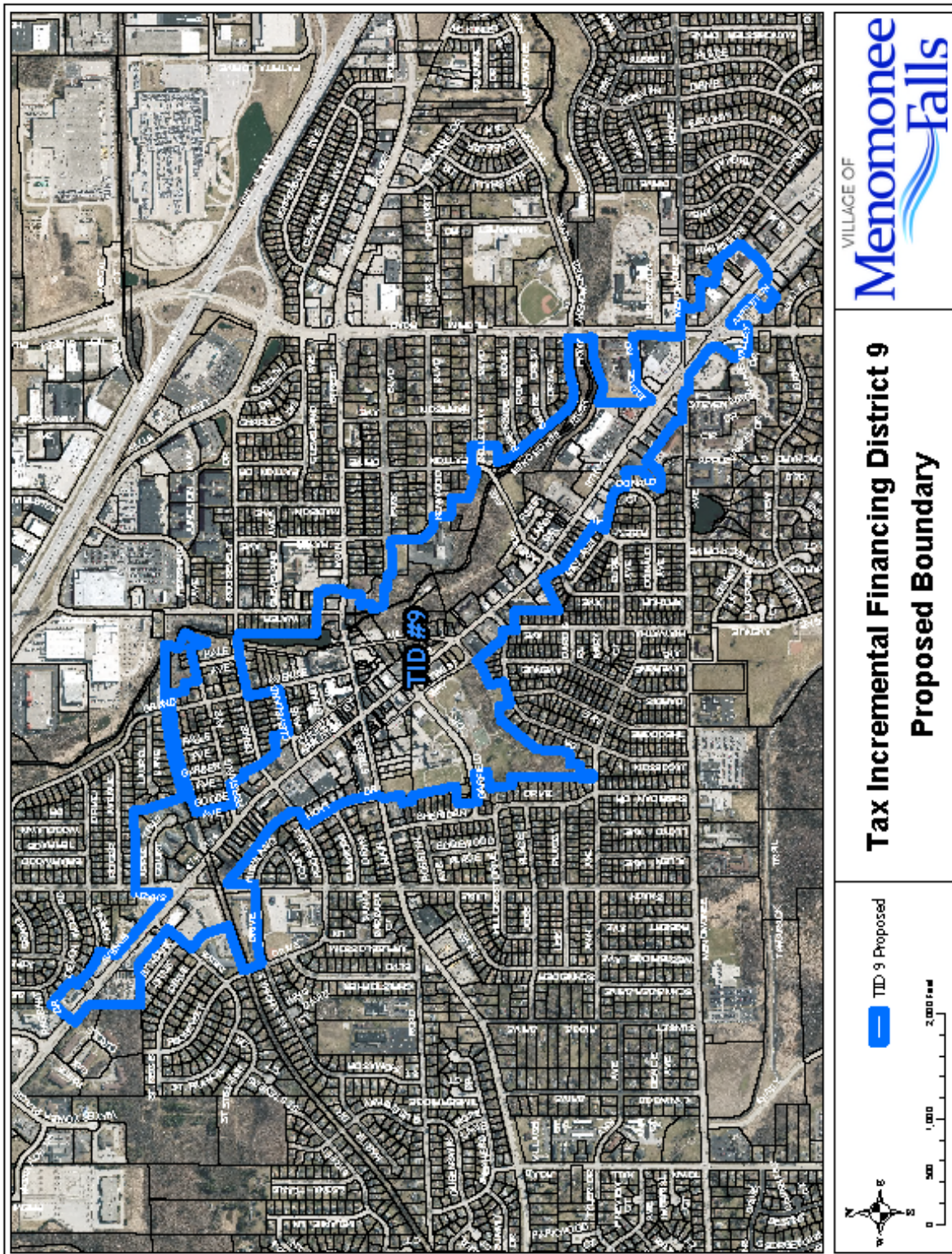
8. The limitation as the percentage of equalized taxable property value that can be located within tax incremental districts does not apply to this Plan Amendment as no territory will be added to the District.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the Village.
10. The Village estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

SECTION 2:

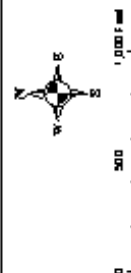
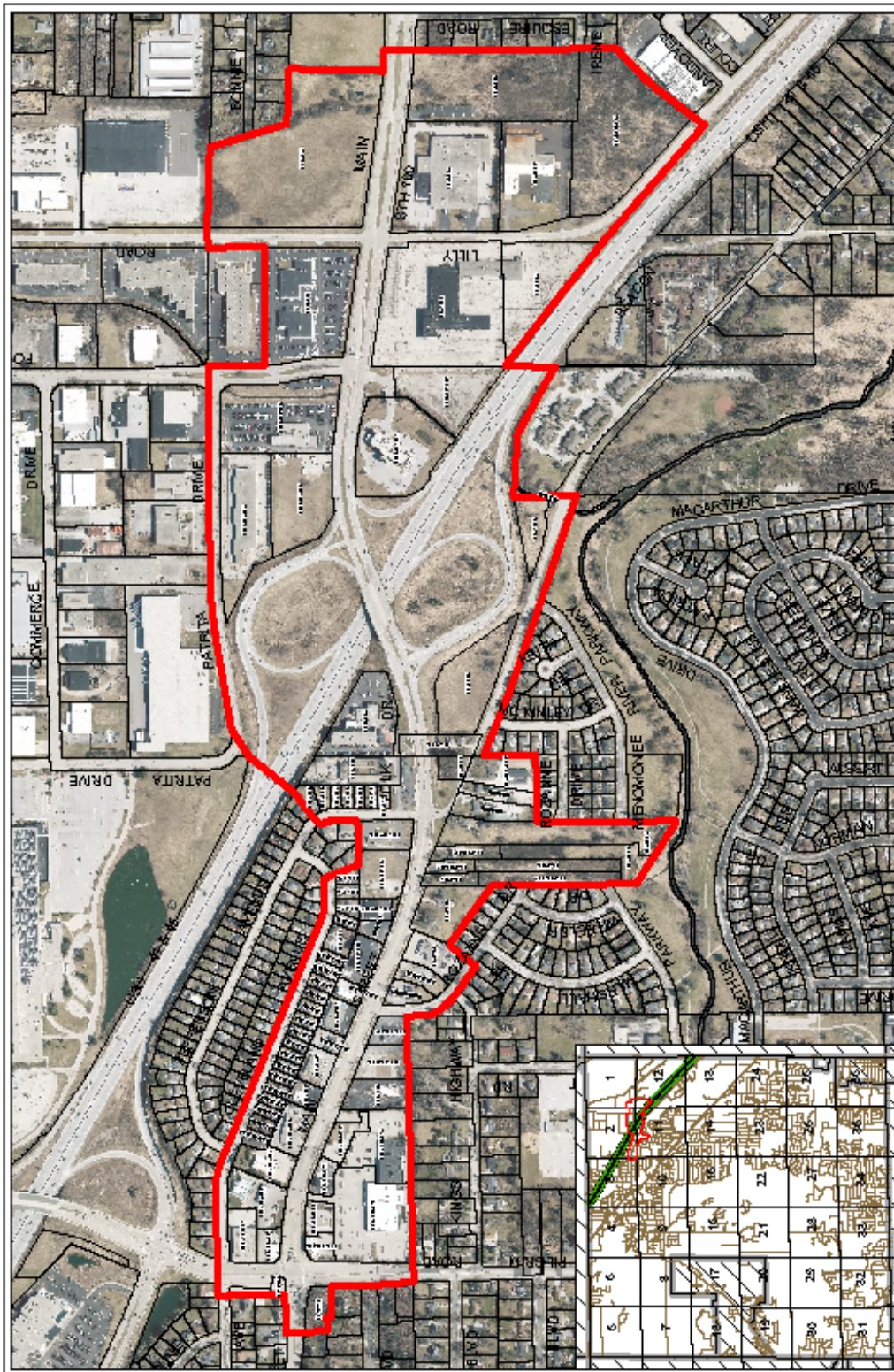
Preliminary Map of Original District Boundary and Territory to be Subtracted

Map Found on Following Page.





Note: The above map reflects the boundaries after the parcel is subtracted.



SECTION 3:

Map Showing Existing Uses and Conditions Within the Territory to be Subtracted

The existing conditions of the territory to be subtracted are shown in the maps included on pages 9 and 10 of this Project Plan Amendment.

SECTION 4:

Preliminary Identification of Parcels to be Subtracted

The Village will be removing parcel MNFV0043996 from Tax Incremental District No. 9. The parcel has a commercial use, is 0.41 acres, and had a January 1, 2025 equalized value of \$109,600.

SECTION 5:

Equalized Value Test

No territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Plan Amendment.

SECTION 6:

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

No changes to Project Costs are planned. The “Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District” included in the District’s original Project Plan dated December 23, 2009 remains unchanged and is incorporated by reference as part of this Plan Amendment.

SECTION 7:

Map Showing Proposed Improvements and Uses Within the Territory to be Subtracted

No changes are expected to the existing improvements and uses for the territory being removed from the District. Therefore, the proposed improvements and uses of the territory to be subtracted are shown in the map included on Page 9 of this Project Plan Amendment.

SECTION 8:

Detailed List of Estimated Project Costs

No changes to Project Costs are planned. The “Detailed List of Estimated Project Costs” included in the District’s original Project Plan dated December 23, 2009 remains unchanged and is incorporated by reference as part of this Plan Amendment.

While not considered to be a Project Cost, this Plan Amendment provides authority for the District to transfer excess revenue to Tax Incremental District No. 6.

SECTION 9:

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

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

Key Assumptions

Project Costs the Village previously made created \$101.05 million in incremental value as of January 1, 2025 as further described in **Table 1**. Assuming the Village's current equalized TID Interim tax rate of \$11.37 per thousand of equalized value, and 1.00% economic appreciation, the projects would generate \$9,496,374 in incremental tax revenue from 2021 to mandatory termination of the District as shown in **Table 2**.

Table 1 – Development Assumptions

Construction Year		Actual	Annual Total	Construction Year	
1	2010	(9,106,000)	(9,106,000)	2010	1
2	2011	11,855,400	11,855,400	2011	2
3	2012	(13,067,200)	(13,067,200)	2012	3
4	2013	5,360,600	5,360,600	2013	4
5	2014	(60,000)	(60,000)	2014	5
6	2015	957,600	957,600	2015	6
7	2016	528,600	528,600	2016	7
8	2017	11,079,100	11,079,100	2017	8
9	2018	6,796,500	6,796,500	2018	9
10	2019	13,198,000	13,198,000	2019	10
11	2020	9,777,600	9,777,600	2020	11
12	2021	16,653,400	16,653,400	2021	12
13	2022	11,051,200	11,051,200	2022	13
14	2023	26,046,300	26,046,300	2023	14
15	2024	9,979,300	9,979,300	2024	15
16	2025		0	2025	16
17	2026		0	2026	17
18	2027		0	2027	18
19	2028		0	2028	19
Totals		101,050,400	101,050,400		

Notes:

Table 2 – Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	99,823,400
District Creation Date	January 18, 2010	Economic Change Factor	1.00%
Valuation Date	Jan 1, 2010	Apply to Base Value	
Max Life (Years)	20	Base Tax Rate	\$11.37
Expenditure Period/Termination	15 1/18/2025	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	19 2030		
Extension Eligibility/Years	Yes 6		
Eligible Recipient District	No		

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
10	2019	13,198,000	2020		27,542,600	2021	\$16.20	446,124
11	2020	9,777,600	2021		37,320,200	2022	\$14.50	541,215
12	2021	16,653,400	2022		53,973,600	2023	\$13.38	722,303
13	2022	11,051,200	2023		65,024,800	2024	\$12.26	797,513
14	2023	26,046,300	2024		91,071,100	2025	\$12.37	1,126,983
15	2024	9,979,300	2025		101,050,400	2026	\$11.37	1,149,232
16	2025	0	2026	1,010,504	102,060,904	2027	\$11.37	1,160,724
17	2026	0	2027	1,020,609	103,081,513	2028	\$11.37	1,172,331
18	2027	0	2028	1,030,815	104,112,328	2029	\$11.37	1,184,055
19	2028	0	2029	1,041,123	105,153,451	2030	\$11.37	1,195,895
Totals		86,705,800		4,103,051		Future Value of Increment (Revenue Years 2021 - 2035)		9,496,374

Notes:

1) Tax rates shown through the 2026 revenue year are actual per DOR Form PC-202 (Tax Increment Collection Worksheet).

Table 3 – Cash Flow For Donor District Before Sharing

Tax Increment District No. 9																					
Cash Flow Projection - No Changes																					
Year	Projected Revenues ¹					Projected Expenditures ¹											Balances			Year	
	Tax Increments	Interest Earnings	Intergov. Revenues	Debt Proceeds	Total Revenues	G.O. Promissory Notes, Series 2012A	G.O. Promissory Notes, Series 2022A \$505,000 Dated Date: 04/27/22			MRO #1 2016 Colonial Appleton Ave. \$1,200,000	MRO #2 2016 Riverwalk on the Falls \$3,952,860	Greater MF Foundation	Ongoing Planning & Administration				Total Expenditures	Annual	Cumulative		Liabilities Outstanding
							Principal	Rate	Interest				Interest on Advances	Capital Projects	TID 9 EDMF						
2021	446,124	254	8,856		455,234	52,313				88,385	100,547	5,000	4,340		11,740	262,325	192,909	(438,069)	4,898,898	2021	
2022	541,215	18,983	8,856	517,235	1,086,289	51,548				73,906	98,127	5,000	16,272	505,000	23,376	773,229	313,060	(125,009)	5,257,760	2022	
2023	722,303	8,715	8,856		739,874		50,000	2.00%	17,345	87,206	109,816	5,000	11,776		12,008	293,151	446,723	321,714	4,993,393	2023	
2024	797,513	57,369	8,856		863,738		50,000	3.00%	12,650	58,009	88,521	5,000	10,044		200,000	449,469	414,269	735,983	4,784,213	2024	
2025	1,126,983		69,963		1,196,945		50,000	3.00%	11,400	61,560	156,794	5,000			25,245	310,000	886,946	1,622,928	4,504,459	2025	
2026	1,149,232		69,963		1,219,194		50,000	3.00%	9,900	71,254	174,091	5,000			25,245	335,490	883,705	2,506,633	4,199,214	2026	
2027	1,160,724		69,963		1,230,687		50,000	3.00%	8,400	72,148	176,138	5,000			25,245	336,931	893,756	3,400,389	3,892,528	2027	
2028	1,172,331		69,963		1,242,294		50,000	3.00%	6,900	73,050	203,207	5,000			25,245	363,402	878,892	4,279,281	3,559,371	2028	
2029	1,184,055		69,963		1,254,017		50,000	3.00%	5,400	73,962	205,296	5,000			25,245	364,902	889,115	5,168,396	3,224,713	2029	
2030	1,195,895		69,963		1,265,858		50,000	3.00%	3,900	74,882	207,406	5,000			25,245	366,433	899,425	6,067,821	2,888,525	2030	
2031					0		50,000	3.00%	2,400							52,400	(52,400)	6,015,421	55,000	2031	
2032					0		55,000	3.00%	825							55,825	(55,825)	5,959,596	0	2032	
Totals (2021 - 2032)	9,496,374	85,321	455,200	517,235	10,554,130	103,861	505,000		79,120	734,362	1,519,943	50,000	42,432	505,000	200,000	223,839	3,963,556			Totals (2021 - 2032)	
Notes:																					
1) Revenues and expenses through 2024 are actual per the Village's audited financials.																					
Prior MRO Payments: \$83,164 \$31,866																					
Total MRO Payments: \$817,526 \$1,551,809																					
PROJECTED CLOSURE YEAR																					
LEGEND:																					
CALLABLE MATURITIES																					
END OF EXP. PERIOD																					
DISTRICT TERMINATION																					

Table 4 – Cash Flow For Donor District After Sharing

Tax Increment District No. 9																				
Cash Flow Projection - Donor Relationship with TID 6																				
Year	Projected Revenues ¹					Projected Expenditures ¹												Balances		
	Tax Increments	Interest Earnings	Intergov. Revenues	Debt Proceeds	Total Revenues	G.O. Promissory Notes, Series 2012A	G.O. Promissory Notes, Series 2022A \$505,000 Dated Date: 04/27/22 Principal Rate Interest	MRO #1 2016 Colonial Appleton Ave. \$1,200,000	MRO #2 2016 Riverwalk on the Falls \$3,952,860	Greater MF Foundation	Interest on Advances	Capital Projects	TID 9 EDMF	Donations to TID 6	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	Year
2021	446,124	254	8,856		455,234	52,313		88,385	100,547	5,000	4,340				11,740	262,325	192,909	(438,069)	4,898,898	2021
2022	541,215	18,983	8,856	517,235	1,086,289	51,548		73,906	98,127	5,000	16,272	505,000			23,376	773,229	313,060	(125,009)	5,257,760	2022
2023	722,303	8,715	8,856		739,874		50,000 2.00% 17,345	87,206	109,816	5,000	11,776				12,008	293,151	446,723	321,714	4,993,393	2023
2024	797,513	57,369	8,856		863,738		50,000 3.00% 12,650	58,009	88,521	5,000	10,044		200,000		25,245	449,469	414,269	735,983	4,784,213	2024
2025	1,126,983		69,963		1,196,945		50,000 3.00% 11,400	61,560	156,794	5,000					25,245	310,000	886,946	1,622,928	4,504,459	2025
2026	1,149,232		69,963		1,219,194		50,000 3.00% 9,900	71,254	174,091	5,000				2,398,408	25,245	2,733,898	(1,514,703)	108,225	4,199,214	2026
2027	1,160,724		69,963		1,230,687		50,000 3.00% 8,400	72,148	176,138	5,000				893,756	25,245	1,230,687	0	108,225	3,892,528	2027
2028	1,172,331		69,963		1,242,294		50,000 3.00% 6,900	73,050	203,207	5,000				878,892	25,245	1,242,294	0	108,225	3,559,371	2028
2029	1,184,055		69,963		1,254,017		50,000 3.00% 5,400	73,962	205,296	5,000				889,115	25,245	1,254,017	0	108,225	3,224,713	2029
2030	1,195,895		69,963		1,265,858		50,000 3.00% 3,900	74,882	207,406	5,000				899,425	25,245	1,265,858	0	108,225	2,888,525	2030
2031					0		50,000 3.00% 2,400									52,400	(52,400)	55,825	55,000	2031
2032					0		55,000 3.00% 825									55,825	(55,825)	0	0	2032
Totals (2021 - 2032)	9,496,374	85,321	455,200	517,235	10,554,130	103,861	505,000 79,120	734,362	1,519,943	50,000	42,432	505,000	200,000	5,959,596	223,839	9,923,152				Totals (2021 - 2032)
Notes: 1) Revenues and expenses through 2024 are actual per the Village's audited financials. Prior MRO Payments: \$83,164 Total MRO Payments: \$817,526 \$31,866 \$1,551,809 PROJECTED CLOSURE YEAR LEGEND: CALLABLE MATURITIES END OF EXP. PERIOD DISTRICT TERMINATION																				

Table 5 – Cash Flow For Recipient District Before Sharing

Tax Increment District No. 6													
Cash Flow Projection - No Changes													
Year	Projected Revenues ¹				Projected Expenditures ¹						Balances		
	Tax Increments	Interest Earnings	Intergov. Revenues	Total Revenues	Total Debt Service	MRO #1 2020 Cobalt EVS Health \$3,777,528	Interest on Advances ²	Capital Projects	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding
2021	323,243	50	52,092	375,385	754,823		12,342		44,510	811,675	(436,290)	(2,404,302)	13,972,086
2022	410,039		12,244	422,283	937,323		50,625		62,813	1,050,761	(628,478)	(3,032,780)	13,034,763
2023	641,298	3,070	12,244	656,612	963,823	166,687	166,984		37,552	1,335,046	(678,434)	(3,711,214)	11,904,254
2024	720,255	4,892	12,244	737,391	1,173,748	216,208	213,196	31,250	211,851	1,846,253	(1,108,862)	(4,820,076)	10,514,299
2025	824,499		61,712	886,211	1,188,048	255,994	250,644			1,694,686	(808,474)	(5,628,550)	9,277,319
2026	880,771		61,712	942,483	1,200,323	221,224	292,685			1,714,231	(771,748)	(6,400,298)	8,028,835
2027	889,578		61,712	951,291	1,184,923	223,436	332,816			1,741,174	(789,883)	(7,190,182)	6,756,914
2028	898,474		61,712	960,186	1,202,666	225,671	373,889			1,802,226	(842,040)	(8,032,221)	5,448,309
2029	907,459		61,712	969,171	1,229,910	227,927	417,676			1,875,513	(906,342)	(8,938,563)	4,075,382
2030	916,534		61,712	978,246	1,260,535	230,207	464,805			1,955,547	(977,301)	(9,915,864)	2,625,175
2031	925,699		61,712	987,411	269,498	232,509	515,625			1,017,631	(30,220)	(9,946,084)	2,137,666
2032	934,956		61,712	996,668	177,825	234,834	517,196			929,855	66,813	(9,879,271)	1,732,833
2033	944,305		61,712	1,006,018	192,850	237,182	513,722			943,754	62,264	(9,817,007)	0
2034	953,748		61,712	1,015,461	0		510,484			510,484	504,976	(9,312,031)	0
2035	963,286		61,712	1,024,998			484,226			484,226	540,773	(8,771,258)	0
2036	972,919		61,712	1,034,631			456,105			456,105	578,526	(8,192,732)	0
2037	982,648		61,712	1,044,360			426,022			426,022	618,338	(7,574,394)	0
Totals (2021 - 2037)	14,089,711	8,012	891,084	14,988,806	11,736,291	2,471,878	5,999,042	31,250	356,726	20,595,188			

Notes:

1) Revenues and expenses through 2024 are actual per the Village's audited financials.

2) Future year payments are based on a rate of 5.02% applied to the prior year's cumulative fund balance.

PROJECTED CLOSURE YEAR

LEGEND:

CALLABLE MATURITIES

END OF EXP. PERIOD

Table 6 – Cash Flow For Recipient District After Sharing

Tax Increment District No. 6													
Cash Flow Projection - Donor Relationship with TID 9 & 12													
Year	Projected Revenues ¹					Projected Expenditures ¹					Balances		
	Tax Increments	Interest Earnings	Intergov. Revenues	Donations from TID 9 ²	Donations from TID 12 ²	Total Revenues	Total Debt Service	MRO #1 2020 Cobalt EVS Health \$3,777,528	Interest on Advances ³	Capital Projects	Ongoing Planning & Administration	Total Expenditures	Annual Cumulative Liabilities Outstanding
2021	323,243	50	52,092			375,385	754,823		12,342		44,510	811,675	(436,290) (2,404,302) 13,972,086
2022	410,039		12,244			422,283	937,323		50,625		62,813	1,050,761	(628,478) (3,032,780) 13,034,763
2023	641,298	3,070	12,244			656,612	963,823	166,687	166,984		37,552	1,335,046	(678,434) (3,711,214) 11,904,254
2024	720,255	4,892	12,244			737,391	1,173,748	216,208	213,196	31,250	211,851	1,846,253	(1,108,862) (4,820,076) 10,514,299
2025	824,499		61,712			886,211	1,188,048	255,994	250,644			1,694,686	(808,474) (5,628,550) 9,277,319
2026	880,771		61,712	2,398,408	1,998,219	5,339,110	1,200,323	221,224	292,685			1,714,231	3,624,879 (2,003,671) 8,028,835
2027	889,578		61,712	893,756	426,701	2,271,747	1,184,923	223,436	104,191			1,512,550	759,198 (1,244,473) 6,756,914
2028	898,474		61,712	878,892	440,341	2,279,419	1,202,666	225,671	64,713			1,493,049	786,370 (458,103) 5,448,309
2029	907,459		61,712	889,115	453,596	2,311,882	1,229,910	227,927				1,457,837	854,045 395,942 4,075,382
2030	916,534		61,712	899,425	462,045	2,339,716	1,260,535	230,207				1,490,742	848,974 1,244,916 2,625,175
2031	925,699		61,712		407,346	1,394,757	269,498	232,509				502,006	892,751 2,137,666 2,137,666
2032	934,956		61,712			996,668	177,825	234,834				412,659	584,009 2,721,676 1,732,833
2033	944,305		61,712			1,006,018	192,850	237,182				430,032	575,986 3,297,662 0
2034	953,748		61,712			1,015,461	0					0	1,015,461 4,313,122 0
2035	963,286		61,712			1,024,998						0	1,024,998 5,338,121 0
2036	972,919		61,712			1,034,631						0	1,034,631 6,372,752 0
2037	982,648		61,712			1,044,360						0	1,044,360 7,417,112 0
Totals (2021 - 2037)	14,089,711	8,012	891,084	5,959,596	4,188,248	25,136,650	11,736,291	2,471,878	1,155,379	31,250	356,726	15,751,525	Totals (2021 - 2037)
Notes: 1) Revenues and expenses through 2024 are actual per the Village's audited financials. 2) Assumes full fund balance transferred in 2026 and annual available revenues in all future years. 3) Future year payments are based on a rate of 5.02% applied to the prior year's cumulative fund balance. PROJECTED CLOSURE YEAR LEGEND: CALLABLE MATURITIES END OF EXP. PERIOD													

Note: The above cashflow accounts for the concurrent amendment to Tax Incremental District No. 12 (“TID 12”) to allow TID 12 to donate excess increment to the Recipient District.

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. No territory is being added to the District as part of this Plan Amendment.

SECTION 11:

Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the Village estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

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

Zoning Ordinances

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

Master (Comprehensive) Plan and Map

The proposed Plan Amendment is in general conformance with the Village's Comprehensive Plan identifying the area as appropriate for mixed-use, commercial, medium density residential, parks, and civic/institutional.

Building Codes and Ordinances

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

SECTION 13:

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

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

SECTION 14:

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

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the Village.

SECTION 15:

List of Estimated Non-Project Costs

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

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

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

SECTION 16:

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



Office of the Village Attorney

July 29, 2026

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

Re: Project Plan Amendment for Tax Incremental District No. 9

Mr. Fitzgerald:

I reviewed the proposed Project Plan Amendment for Tax Incremental District No. 9 of the Village of Menomonee Falls (the "Project Plan Amendment") dated June 2, 2026. The Project Plan Amendment was reviewed by the Plan Commission on June 2, 2026 and recommended for approval. It is scheduled to be considered for adoption by the Village Board of Trustees by resolution on July 6, 2026.

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

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

Very truly yours,

VILLAGE OF MENOMONEE FALLS

A handwritten signature in black ink, appearing to read "A. C. Koenings", followed by a long horizontal flourish.

Adam C. Koenings
Village Attorney

SECTION 17:

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

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2025/2026 levy year.

Revenue Year	Waukesha County	Village of Menomonee Falls	School District of Menomonee Falls	County Area Technical College	Total	Revenue Year
2021	49,698	137,703	249,077	9,646	446,124	2021
2022	60,291	167,055	302,167	11,702	541,215	2022
2023	80,464	222,951	403,271	15,617	722,303	2023
2024	88,843	246,165	445,261	17,243	797,513	2024
2025	125,546	347,862	629,208	24,367	1,126,983	2025
2026	128,024	354,729	641,630	24,848	1,149,232	2026
2027	129,304	358,277	648,047	25,096	1,160,724	2027
2028	130,597	361,859	654,527	25,347	1,172,331	2028
2029	131,903	365,478	661,072	25,601	1,184,055	2029
2030	133,222	369,133	667,683	25,857	1,195,895	2030
Totals	1,057,894	2,931,212	5,301,944	205,324	9,496,374	

**VILLAGE OF MENOMONEE FALLS
RESOLUTION NO. ____-R-26**

**A RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN AND
BOUNDARIES OF TAX INCREMENTAL DISTRICT NO. 9,
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 9 (the "District") was created by the Village on January 18, 2010 as a mixed-use district; and

WHEREAS, the Village now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

- a. Remove territory from the District as permitted under Wisconsin Statutes Section 66.1105(4)(h)2.
- b. Allow excess revenue to be transferred to Tax Incremental District No. 6 as permitted under Wisconsin Statutes Section 66.1105(6)(f)2.

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

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

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

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 2, 2026 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Village Board that it amend the Project Plan and boundaries for the District.

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

1. The boundaries of the District named "Tax Incremental District No. 9, Village of Menomonee Falls", are hereby amended as identified in Exhibit A of this Resolution.
2. The territory being subtracted from the District shall no longer be part of the District effective as of January 1, 2026.
4. The Village Board finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is suitable for mixed-use development as defined by Wisconsin Statutes Section 66.1105(2)(cm).
 - (b) Based upon the finding stated in 3.a. above, the District was declared to be, and remains, a mixed-use district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property within the territory to be added to the District plus the value increment of all other existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.
 - (e) The Village estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

- (f) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
 - (h) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District, as amended.
 - (i) Costs related to newly-platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.
 - (i) Under the amended Project Plan, a total of \$5,959,596 in excess tax increments will be transferred to the Recipient District.
 - (j) The District and the Recipient District lie within the same overlapping taxing jurisdictions.
 - (k) The District has sufficient revenue to pay for all current Project Costs and has sufficient excess revenue to pay for eligible project costs of the Recipient District.
 - (l) The Recipient District is a district in need of rehabilitation of conservation which qualifies it as an eligible recipient of excess revenue.
4. The Project Plan for "Tax Incremental District No. 9, Village of Menomonee Falls" (see Exhibit B), as amended, is approved, and the Village further finds the Project Plan is feasible and in conformity with the master plan of the Village.

BE IT FURTHER RESOLVED THAT the Village Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

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

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 6th day of July, 2026.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 9
VILLAGE OF MENOMONEE FALLS**

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]



Village Board - Regular

7. b.

Meeting Date: 07/06/2026

Topic: Tax Incremental District No. 12 Amendment

From: Amy Bennett, Director of Planning and Development

Department: Planning & Development Services

Date of Village Board 07/06/2026

Action (if required):

Information

Subject:

Consideration and possible action on a Resolution amending the Project Plan and Boundaries of Tax Incremental District No. 12 (TID No. 12).

Background Information:

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

Key Issues for Consideration:

At its meeting on June 2, 2026, the Plan Commission held a public hearing in which several people spoke, and unanimously recommended:

1. Adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 12.
2. Adopt the attached Resolution recommending the Village Board adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 12.

Action By Committee or Village Board:

To approve the attached resolution amending the Project Plan and Boundaries of Tax Incremental District No. 12 (TID No. 12).

Attachments

Plan Commission Draft Minutes 060226

Plan Commission 060226 Staff Report

Executed PC Resolution

Final Project Plan

Draft Resolution

Vote: 7 - 0 Motion Carried

Public hearing regarding the proposed amendment of the Project Plan and Boundaries of Tax Incremental District No. 9 (TID No. 9).

Harry Allen from Ehlers presented the item to the Plan Commission.

Village President Walz opened the public hearing.

Diane Mindt (W161N5851 Cheryln Dr) addressed the Plan Commission and asked questions.

The hearing was closed at 6:51 PM.

ACTION ITEM

Consideration and possible action of a Resolution approving an Amendment to the Project Plan and Boundaries for Tax Incremental District No. 9 (TID No. 9).

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve a Resolution recommending that the Village Board approve amending the Project Plan and Boundaries for Tax Incremental District No. 9. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 9.
2. Adopt the attached Resolution recommending the Village Board adopt the amended Project Plan dated June 2, 2026 and boundaries for Tax Incremental District No. 9.

Vote: 7 - 0 Motion Carried

Public hearing regarding proposed amendment of the Project Plan of Tax Incremental District No. 12 (TID No. 12).

Harry Allen from Ehlers presented the item to the Plan Commission.

Village President Walz opened the public hearing. No members of the public spoke. The hearing was closed at 6:55pm.

ACTION ITEM

Consideration and possible action of a Resolution approving an Amendment to the Project Plan for Tax Incremental District No. 12 (TID No. 12).

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve a Resolution recommending that the Village Board approve amending the Project Plan. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Adopt the amended Project Plan dated June 2, 2026 for Tax Incremental District No. 12.
2. Adopt the attached Resolution recommending the Village Board adopt the amended Project Plan dated June 2, 2026 for Tax Incremental District No. 12.

Vote: 7 - 0 Motion Carried



Plan Commission - Regular

5. c.

Meeting Date: 06/02/2026

Topic: Tax Incremental District No. 12 Amendment

From: Amy Bennett, Director of Planning and Development

Department: Planning & Development Services

Date of Village Board 07/06/2026

Action (if required):

Subject:

Public hearing regarding proposed amendment of the Project Plan of Tax Incremental District No. 12 (TID No. 12).

ACTION ITEM

Consideration and possible action of a Resolution approving an Amendment to the Project Plan for Tax Incremental District No. 12 (TID No. 12).

Background Information:

Tax Incremental District ("TID") No. 12 ("District") is a 107.5- acre Industrial District created on September 15, 2014. The District was created to support the redevelopment of the former Lilly property which contained obsolete buildings previously used for heavy manufacturing. The Village funded infrastructure improvements within the District that supported the development of more modern light industrial projects.

Application Specifics:

Allow approximately \$4,188,248 in excess revenue to be transferred to Tax Incremental District No. 6 ("Recipient District") as permitted under Wis. Stat. § 66.1105(6)(f)1. The District has enough revenue to pay for all current Project Costs and has enough excess revenue to pay for eligible project costs of the Recipient District.

Additional Information:

Requested Action by Commission/Committee/Board:

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

1. Adopt the amended Project Plan dated June 2, 2026 for Tax Incremental District No. 12.
 2. Adopt the attached Resolution recommending the Village Board adopt the amended Project Plan dated June 2, 2026 for Tax Incremental District No. 12.
-

Draft TID No. 12 Project Plan

Draft PC Resolution

**VILLAGE OF MENOMONEE FALLS PLAN COMMISSION
RESOLUTION NO. 88-R-26**

**RESOLUTION OF THE PLAN COMMISSION APPROVING AN AMENDMENT TO
THE PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 12,
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 12 (the "District") was created by the Village on September 15, 2014; and

WHEREAS, the Village now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will allow excess revenue to be transferred to Tax Incremental District No. 6 as permitted under Wisconsin Statutes Section 66.1105(6)(f)2.

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

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

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Waukesha County, the School District of Menomonee Falls, and the Waukesha County Area Technical College District, and any other entities

having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

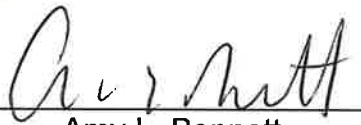
WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 2, 2026 held a public hearing concerning the proposed amendment to the District's Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

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

1. The boundaries of Tax Incremental District No. 12 will not change as a result of this Amendment and will remain as designated in Exhibit A of this Resolution.
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.
3. Amendment of the District's Project Plan promotes orderly development in the Village.

Adopted by the Plan Commission of the Village of Menomonee Falls on this 2nd day of June, 2026.

By: 
Jeremy Walz
Plan Commission Chair

Attest: 
Amy L. Bennett
Plan Commission Secretary

**TAX INCREMENTAL DISTRICT NO. 12
BOUNDARY MAP**

[INCLUDED IN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

June 2, 2026

PROJECT PLAN AMENDMENT

Village of Menomonee Falls, Wisconsin

Tax Incremental District No. 12



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 2, 2026
Public Hearing Held:	June 2, 2026
Consideration by Plan Commission:	June 2, 2026
Consideration by Village Board:	July 6, 2026
Consideration by the Joint Review Board:	July 28, 2026

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 12 (“District”) is a 107.5- acre Industrial District created on September 15, 2014. The District was created to support the redevelopment of the former Lilly property which contained obsolete buildings previously used for heavy manufacturing. The Village funded infrastructure improvements within the District that supported the development of more modern light industrial projects.

Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Allow approximately \$4,188,248 in excess revenue to be transferred to Tax Incremental District No. 6 (“Recipient District”) as permitted under Wis. Stat. § 66.1105(6)(f)1. The Plan Amendment meets the following criteria necessary to allow for the transfer of excess revenue:
 1. The District and the Recipient District lie within the same overlapping taxing jurisdictions.
 2. The District has enough revenue to pay for all current Project Costs and has enough excess revenue to pay for eligible project costs of the Recipient District.
 3. The Recipient District is a district in need of rehabilitation or conservation which qualifies it as an eligible recipient of excess revenue.

Estimated Total Project Cost Expenditures

This Amendment does not change the list of estimated Project Costs in the current Project Plan other than to add the donations to the Recipient District which is not considered a “project cost” under existing law.

Incremental Valuation

The Village projects that the new land and improvement value previously created in the District of \$61,546,700 will remain relatively flat for the remaining life of the District. Creation of this value was made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the Village anticipates that the District will generate sufficient tax increment to pay all Project Costs within 17 of its allowable 20 years.

Summary of Findings

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

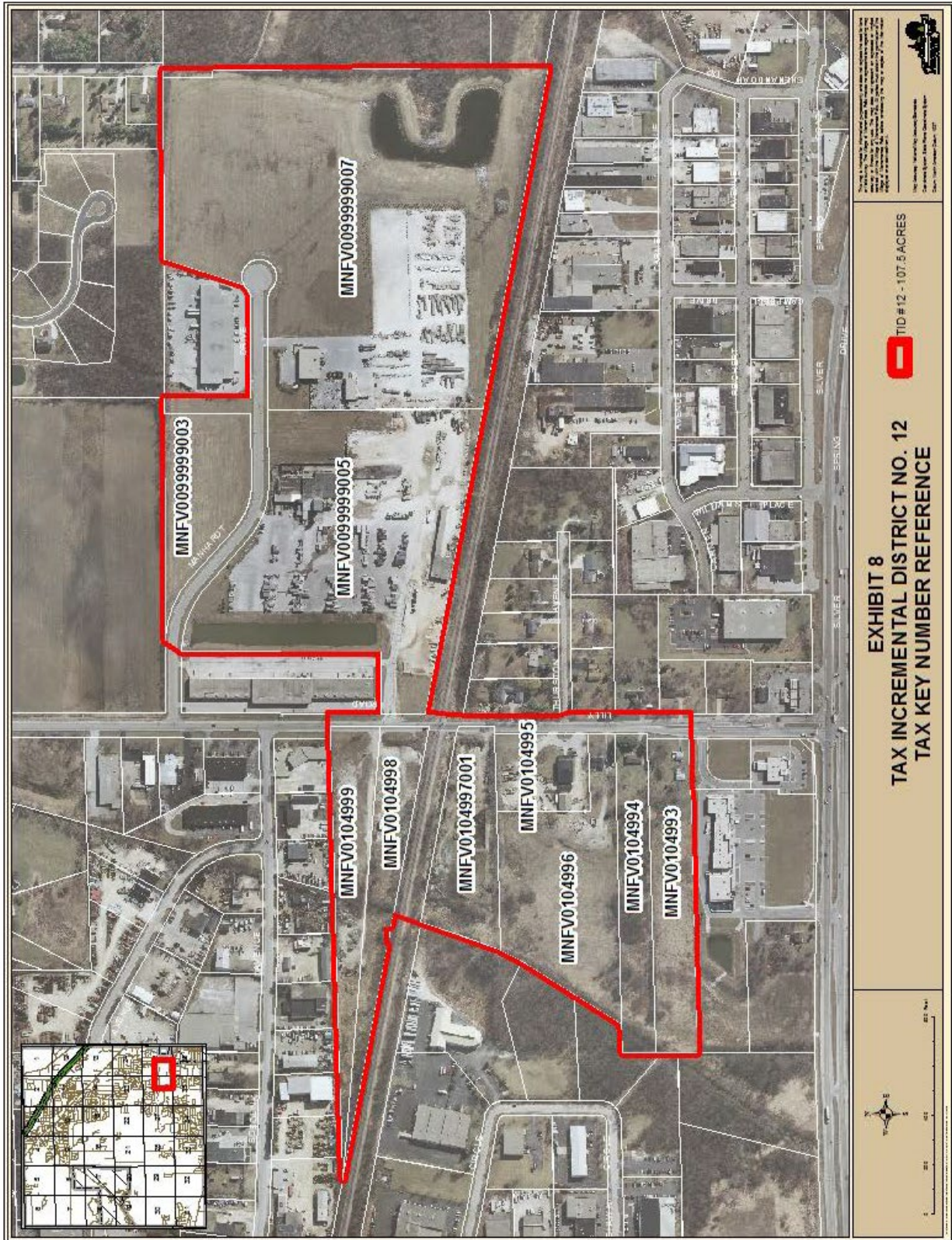
1. That “but for” the amendment of this Project Plan, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village. In reaching this determination, the Village has considered:
 - Current and projected tax increment collections for the Recipient District will be insufficient to pay for project costs already incurred to achieve the objectives of its project plan.
 - That “but for” the amendment of the District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved. In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient Districts, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor Districts and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient Districts are not likely to recover their Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for Village taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the completed redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the Village finds that it is reasonable to conclude the “but for” test continues to be satisfied.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the Village has considered the following information:

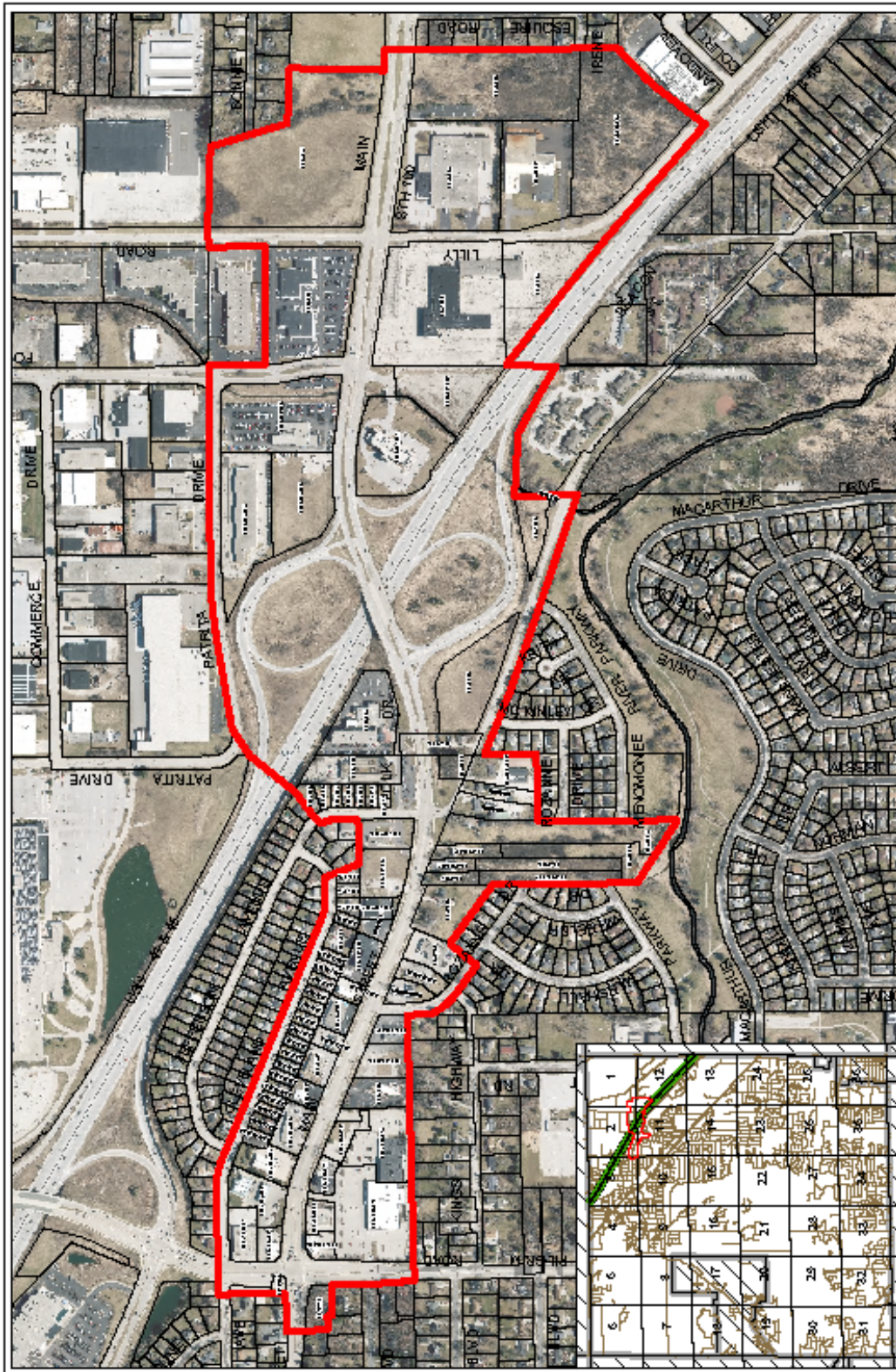
- As demonstrated in the Economic Feasibility Section of this Project Plan Amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs.
 - Approval of the ability to share increment with the Recipient District is necessary to enable the Recipient District to fully realize the economic benefits projected in its project plan. Since the District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient District, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the District and Recipient District.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the Village finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
 4. The boundaries of the District are not being amended.
 5. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
 6. The Plan for the District is feasible and is in conformity with the Master Plan of the Village.
 7. The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

SECTION 2:

Map of Current District Boundary

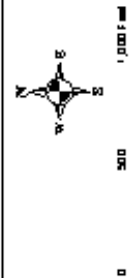
A map identifying the current boundaries of the District is found on the following page. The District's boundaries are not being amended.





VILLAGE OF
Menomonee Falls

TID #6
Remels



SECTION 3:

Map Showing Existing Uses and Conditions

The District's boundaries are not being amended. The "Map Showing Existing Uses and Conditions" included within the District's Original Project Plan dated September 15, 2014 remains unchanged and is incorporated by reference as part of this Plan Amendment.

SECTION 4:

Equalized Value Test

No territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Plan Amendment.

SECTION 5:

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

No changes to Project Costs are planned. The "Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District" included in the District's Original Project Plan dated September 15, 2014 remains unchanged and is incorporated by reference as part of this Plan Amendment.

SECTION 6:

Map Showing Proposed Improvements and Uses

The District's boundaries are not being amended. The "Map Showing Proposed Improvements and Uses" included within the District's Original Project Plan dated September 15, 2014 remains unchanged and is incorporated by reference as part of this Plan Amendment.

SECTION 7:

Detailed List of Estimated Project Costs

No changes to Project Costs are planned. The “Detailed List of Estimated Project Costs” included in the District’s Original Project Plan dated September 15, 2014 remains unchanged and is incorporated by reference as part of this Plan Amendment.

While not considered to be a Project Cost, this Plan Amendment provides authority for the District to transfer excess revenue to Tax Incremental District No. 6.

SECTION 8:

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

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

Key Assumptions

Project Costs the Village previously made created \$61.55 million in incremental value as of January 1, 2025 as further described in **Table 1**. Assuming the Village's current equalized TID Interim tax rate of \$11.37 per thousand of equalized value, and 1.00% economic appreciation, the projects would generate \$10,020,077 in incremental tax revenue from 2021 to mandatory termination of the District as shown in **Table 2**.

Table 1 – Development Assumptions

Construction Year		Actual	Annual Total	Construction Year	
1	2014	1,036,900	1,036,900	2014	1
2	2015	4,102,000	4,102,000	2015	2
3	2016	8,046,100	8,046,100	2016	3
4	2017	4,846,900	4,846,900	2017	4
5	2018	(5,621,900)	(5,621,900)	2018	5
6	2019	18,947,000	18,947,000	2019	6
7	2020	(569,500)	(569,500)	2020	7
8	2021	4,667,200	4,667,200	2021	8
9	2022	8,549,500	8,549,500	2022	9
10	2023	14,854,900	14,854,900	2023	10
11	2024	2,687,600	2,687,600	2024	11
12	2025		0	2025	12
13	2026		0	2026	13
14	2027		0	2027	14
15	2028		0	2028	15
16	2029		0	2029	16
17	2030		0	2030	17
18	2031		0	2031	18
19	2032		0	2032	19
20	2033		0	2033	20
Totals		61,546,700	61,546,700		
Notes:					

Table 2 – Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	5,083,400
District Creation Date	September 15, 2014	Economic Change Factor	1.00%
Valuation Date	Jan 1, 2014	Apply to Base Value	
Max Life (Years)	20	Base Tax Rate	\$11.37
Expenditure Period/Termination	15 9/15/2029	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	20 2035		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	No		

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
6	2019	18,947,000	2020		31,357,000	2021	\$16.20	507,909
7	2020	(569,500)	2021		30,787,500	2022	\$14.50	446,478
8	2021	4,667,200	2022		35,454,700	2023	\$13.38	474,474
9	2022	8,549,500	2023		44,004,200	2024	\$12.26	539,700
10	2023	14,854,900	2024		58,859,100	2025	\$12.37	728,367
11	2024	2,687,600	2025		61,546,700	2026	\$11.37	699,962
12	2025	0	2026	615,467	62,162,167	2027	\$11.37	706,961
13	2026	0	2027	621,622	62,783,789	2028	\$11.37	714,031
14	2027	0	2028	627,838	63,411,627	2029	\$11.37	721,171
15	2028	0	2029	634,116	64,045,743	2030	\$11.37	728,383
16	2029	0	2030	640,457	64,686,200	2031	\$11.37	735,667
17	2030	0	2031	646,862	65,333,062	2032	\$11.37	743,024
18	2031	0	2032	653,331	65,986,393	2033	\$11.37	750,454
19	2032	0	2033	659,864	66,646,257	2034	\$11.37	757,958
20	2033	0	2034	666,463	67,312,719	2035	\$11.37	765,538
Totals		49,136,700		5,766,019	Future Value of Increment (Revenue Years 2021 - 2035)			10,020,077

Notes:
 1) Tax rates shown through the 2026 revenue year are actual per DOR Form PC-202 (Tax Increment Collection Worksheet).

Table 3 – Cash Flow For Donor TID Before Sharing

Tax Increment District No. 12																	
Cash Flow Projection - No Changes																	
Year	Projected Revenues ¹				Projected Expenditures ¹								Balances			Year	
	Tax Increments	Interest Earnings	Intergov. Revenues	Total Revenues	G.O. Bonds, Series 2019B \$1,850,000			Taxable G.O. Bonds, Series 2019C \$1,290,000			Interest on Advances	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative		Liabilities Outstanding
					Dated Date:	07/10/19	Principal	Rate	Interest	Dated Date:							
2021	507,909	86		507,995	95,000	3.50%	51,613	115,000	2.05%	28,440	280	7,224	297,557	210,439	438,249	3,090,688	2021
2022	446,478	8,607	678	455,763	95,000	3.50%	48,288	115,000	2.10%	26,083	3,134	7,553	295,057	160,706	598,955	2,806,318	2022
2023	474,474	31,981	678	507,133	100,000	3.50%	44,875	115,000	2.15%	23,668		7,513	291,056	216,078	815,032	2,522,775	2023
2024	539,700	56,963	678	597,341	100,000	3.50%	41,375	115,000	2.20%	21,195		14,459	292,029	305,312	1,120,344	2,245,205	2024
2025	728,367		12,656	741,023	100,000	3.50%	37,875	115,000	2.30%	18,665		14,459	285,999	455,024	1,575,368	1,973,665	2025
2026	699,962		12,656	712,618	105,000	3.50%	34,288	120,000	2.50%	16,020		14,459	289,767	422,851	1,998,219	1,698,358	2026
2027	706,961		12,656	719,617	115,000	2.50%	30,438	120,000	2.60%	13,020		14,459	292,917	426,701	2,424,920	1,419,900	2027
2028	714,031		12,656	726,687	115,000	2.50%	26,988	120,000	2.70%	9,900		14,459	286,347	440,341	2,865,261	1,175,000	2028
2029	721,171		12,656	733,827	115,000	2.50%	24,113	120,000	2.75%	6,660		14,459	280,232	453,596	3,318,857	940,000	2029
2030	728,383		12,656	741,039	120,000	2.50%	21,175	120,000	2.80%	3,360		14,459	278,994	462,045	3,780,902	700,000	2030
2031	735,667		12,656	748,323	130,000	2.50%	18,050					14,459	162,509	585,814	4,366,716	570,000	2031
2032	743,024		12,656	755,680	135,000	3.00%	14,738					14,459	164,197	591,483	4,958,199	435,000	2032
2033	750,454		12,656	763,110	140,000	3.00%	10,950					14,459	165,409	597,701	5,555,900	295,000	2033
2034	757,958		12,656	770,614	145,000	3.00%	6,675					14,459	166,134	604,480	6,160,380	150,000	2034
2035	765,538		12,656	778,194	150,000	3.00%	2,250					14,459	166,709	611,485	6,771,865	0	2035
Totals (2021 - 2035)	10,020,077	97,637	141,251	10,258,965	1,760,000		413,688	1,175,000		167,010	3,414	195,798	3,714,910				Totals (2021 - 2035)
Notes:																	
1) Revenues and expenses through 2024 are actual per the Village's audited financials.																	
PROJECTED CLOSURE YEAR																	
LEGEND:																	
CALLABLE MATURITIES																	
END OF EXP. PERIOD																	

Table 4 – Cash Flow For Donor District After Sharing

Tax Increment District No. 12																		
Cash Flow Projection - Donor Relationship with TID 6																		
Year	Projected Revenues ¹				Projected Expenditures ¹									Balances			Year	
	Tax Increments	Interest Earnings	Intergov. Revenues	Total Revenues	G.O. Bonds, Series 2019B \$1,850,000 Dated Date: 07/10/19			Taxable G.O. Bonds, Series 2019C \$1,290,000 Dated Date: 01/01/24			Interest on Advances	Donations to TID 6	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative		Liabilities Outstanding
					Principal	Rate	Interest	Principal	Est. Rate	Interest								
2021	507,909	86		507,995	95,000	3.50%	51,613	115,000	2.05%	28,440	280		7,224	297,557	210,439	438,249	3,090,688	2021
2022	446,478	8,607	678	455,763	95,000	3.50%	48,288	115,000	2.10%	26,083	3,134		7,553	295,057	160,706	598,955	2,806,318	2022
2023	474,474	31,981	678	507,133	100,000	3.50%	44,875	115,000	2.15%	23,668			7,513	291,056	216,078	815,032	2,522,775	2023
2024	539,700	56,963	678	597,341	100,000	3.50%	41,375	115,000	2.20%	21,195			14,459	292,029	305,312	1,120,344	2,245,205	2024
2025	728,367		12,656	741,023	100,000	3.50%	37,875	115,000	2.30%	18,665			14,459	285,999	455,024	1,575,368	1,973,665	2025
2026	699,962		12,656	712,618	105,000	3.50%	34,288	120,000	2.50%	16,020		1,998,219	14,459	2,287,986	(1,575,368)	0	1,698,358	2026
2027	706,961		12,656	719,617	115,000	2.50%	30,438	120,000	2.60%	13,020		426,701	14,459	719,617	0	0	1,419,900	2027
2028	714,031		12,656	726,687	115,000	2.50%	26,988	120,000	2.70%	9,900		440,341	14,459	726,687	0	0	1,175,000	2028
2029	721,171		12,656	733,827	115,000	2.50%	24,113	120,000	2.75%	6,660		453,596	14,459	733,827	0	0	940,000	2029
2030	728,383		12,656	741,039	120,000	2.50%	21,175	120,000	2.80%	3,360		462,045	14,459	741,039	0	0	700,000	2030
2031	735,667		12,656	748,323	130,000	2.50%	18,050					407,346	14,459	569,855	178,468	178,468	570,000	2031
2032	743,024		12,656	755,680	135,000	3.00%	14,738						14,459	164,197	591,483	769,952	435,000	2032
2033	750,454		12,656	763,110	140,000	3.00%	10,950						14,459	165,409	597,701	1,367,652	295,000	2033
2034	757,958		12,656	770,614	145,000	3.00%	6,675						14,459	166,134	604,480	1,972,133	150,000	2034
2035	765,538		12,656	778,194	150,000	3.00%	2,250						14,459	166,709	611,485	2,583,618	0	2035
Totals (2021 - 2035)	10,020,077	97,637	141,251	10,258,965	1,760,000		413,688	1,175,000		167,010	3,414	4,188,248	195,798	7,903,157				Totals (2021 - 2035)
Notes:																		
1) Revenues and expenses through 2024 are actual per the Village's audited financials.																		
PROJECTED CLOSURE YEAR																		
LEGEND:																		
CALLABLE MATURITIES																		
END OF EXP. PERIOD																		

Table 5 – Cash Flow For Recipient District Before Sharing

Tax Increment District No. 6														
Cash Flow Projection - No Changes														
Year	Projected Revenues ¹				Projected Expenditures ¹						Balances			Year
	Tax Increments	Interest Earnings	Intergov. Revenues	Total Revenues	Total Debt Service	MRO #1 2020 Cobalt EVS Health \$3,777,528	Interest on Advances ²	Capital Projects	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2021	323,243	50	52,092	375,385	754,823		12,342		44,510	811,675	(436,290)	(2,404,302)	13,972,086	2021
2022	410,039		12,244	422,283	937,323		50,625		62,813	1,050,761	(628,478)	(3,032,780)	13,034,763	2022
2023	641,298	3,070	12,244	656,612	963,823	166,687	166,984		37,552	1,335,046	(678,434)	(3,711,214)	11,904,254	2023
2024	720,255	4,892	12,244	737,391	1,173,748	216,208	213,196	31,250	211,851	1,846,253	(1,108,862)	(4,820,076)	10,514,299	2024
2025	824,499		61,712	886,211	1,188,048	255,994	250,644			1,694,686	(808,474)	(5,628,550)	9,277,319	2025
2026	880,771		61,712	942,483	1,200,323	221,224	292,685			1,714,231	(771,748)	(6,400,298)	8,028,835	2026
2027	889,578		61,712	951,291	1,184,923	223,436	332,816			1,741,174	(789,883)	(7,190,182)	6,756,914	2027
2028	898,474		61,712	960,186	1,202,666	225,671	373,889			1,802,226	(842,040)	(8,032,221)	5,448,309	2028
2029	907,459		61,712	969,171	1,229,910	227,927	417,676			1,875,513	(906,342)	(8,938,563)	4,075,382	2029
2030	916,534		61,712	978,246	1,260,535	230,207	464,805			1,955,547	(977,301)	(9,915,864)	2,625,175	2030
2031	925,699		61,712	987,411	269,498	232,509	515,625			1,017,631	(30,220)	(9,946,084)	2,137,666	2031
2032	934,956		61,712	996,668	177,825	234,834	517,196			929,855	66,813	(9,879,271)	1,732,833	2032
2033	944,305		61,712	1,006,018	192,850	237,182	513,722			943,754	62,264	(9,817,007)	0	2033
2034	953,748		61,712	1,015,461	0		510,484			510,484	504,976	(9,312,031)	0	2034
2035	963,286		61,712	1,024,998			484,226			484,226	540,773	(8,771,258)	0	2035
2036	972,919		61,712	1,034,631			456,105			456,105	578,526	(8,192,732)	0	2036
2037	982,648		61,712	1,044,360			426,022			426,022	618,338	(7,574,394)	0	2037
Totals (2021 - 2037)	14,089,711	8,012	891,084	14,988,806	11,736,291	2,471,878	5,999,042	31,250	356,726	20,595,188				Totals (2021 - 2037)
Notes:														
1) Revenues and expenses through 2024 are actual per the Village's audited financials.														
2) Future year payments are based on a rate of 5.02% applied to the prior year's cumulative fund balance.														
PROJECTED CLOSURE YEAR														
LEGEND:														
CALLABLE MATURITIES														
END OF EXP. PERIOD														

Table 6 – Cash Flow For Recipient District After Sharing

Tax Increment District No. 6													
Cash Flow Projection - Donor Relationship with TID 9 & 12													
Year	Projected Revenues ¹					Projected Expenditures ¹					Balances		
	Tax Increments	Interest Earnings	Intergov. Revenues	Donations from TID 9 ²	Donations from TID 12 ²	Total Revenues	Total Debt Service	MRO #1 2020 Cobalt EVS Health \$3,777,528	Interest on Advances ³	Capital Projects	Ongoing Planning & Administration	Total Expenditures	Annual Cumulative Outstanding
2021	323,243	50	52,092			375,385	754,823		12,342		44,510	811,675	(436,290)
2022	410,039		12,244			422,283	937,323		50,625		62,813	1,050,761	(628,478)
2023	641,298	3,070	12,244			656,612	963,823	166,687	166,984		37,552	1,335,046	(678,434)
2024	720,255	4,892	12,244			737,391	1,173,748	216,208	213,196	31,250	211,851	1,846,253	(1,108,862)
2025	824,499		61,712			886,211	1,188,048	255,994	250,644			1,694,686	(808,474)
2026	880,771		61,712	2,398,408	1,998,219	5,339,110	1,200,323	221,224	292,685			1,714,231	3,624,879
2027	889,578		61,712	893,756	426,701	2,271,747	1,184,923	223,436	104,191			1,512,550	759,198
2028	898,474		61,712	878,892	440,341	2,279,419	1,202,666	225,671	64,713			1,493,049	786,370
2029	907,459		61,712	889,115	453,596	2,311,882	1,229,910	227,927				1,457,837	854,045
2030	916,534		61,712	899,425	462,045	2,339,716	1,260,535	230,207				1,490,742	848,974
2031	925,699		61,712		407,346	1,394,757	269,498	232,509				502,006	892,751
2032	934,956		61,712			996,668	177,825	234,834				412,659	584,009
2033	944,305		61,712			1,006,018	192,850	237,182				430,032	575,986
2034	953,748		61,712			1,015,461	0					0	1,015,461
2035	963,286		61,712			1,024,998						0	1,024,998
2036	972,919		61,712			1,034,631						0	1,034,631
2037	982,648		61,712			1,044,360						0	1,044,360
Totals (2021 - 2037)	14,089,711	8,012	891,084	5,959,596	4,188,248	25,136,650	11,736,291	2,471,878	1,155,379	31,250	356,726	15,751,525	

Notes:

1) Revenues and expenses through 2024 are actual per the Village's audited financials.

2) Assumes full fund balance transferred in 2026 and annual available revenues in all future years.

3) Future year payments are based on a rate of 5.02% applied to the prior year's cumulative fund balance.

PROJECTED CLOSURE YEAR

LEGEND:

CALLABLE MATURITIES

END OF EXP. PERIOD

Note: The above cashflow accounts for the concurrent amendment to Tax Incremental District No. 9 (“TID 9”) to allow TID 9to donate excess increment to the Recipient District.

SECTION 9:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. No territory is being added to the District as part of this Plan Amendment.

SECTION 10:

Estimate of Property to be Devoted to Retail Business

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

SECTION 11:

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

Zoning Ordinances

The proposed Plan Amendment is in general conformance with the Village's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

Master (Comprehensive) Plan and Map

The proposed Plan Amendment is in general conformance with the Village's Comprehensive Plan identifying the area as appropriate for industrial development.

Building Codes and Ordinances

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

SECTION 12:

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

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

SECTION 13:

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

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the Village.

SECTION 14:

List of Estimated Non-Project Costs

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

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

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

SECTION 15:

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



Office of the Village Attorney

July 29, 2026

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

Re: Project Plan Amendment for Tax Incremental District No. 12

Mr. Fitzgerald:

I reviewed the proposed Project Plan Amendment for Tax Incremental District No. 12 of the Village of Menomonee Falls (the "Project Plan Amendment") dated June 2, 2026. The Project Plan Amendment was reviewed by the Plan Commission on June 2, 2026 and recommended for approval. It is scheduled to be considered for adoption by the Village Board of Trustees by resolution on July 6, 2026.

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

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

Very truly yours,

VILLAGE OF MENOMONEE FALLS

A handwritten signature in black ink, appearing to read "A. C. Koenings", followed by a long horizontal flourish.

Adam C. Koenings
Village Attorney

SECTION 16:

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

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2025/2026 levy year.

Revenue Year	Waukesha County	Village of Menomonee Falls	School District of Menomonee Falls	Waukeha County Area Technical College	Total	Revenue Year
2021	56,581	156,774	283,572	10,982	507,909	2021
2022	49,738	137,813	249,274	9,653	446,478	2022
2023	52,856	146,454	264,905	10,259	474,474	2023
2024	60,122	166,587	301,321	11,669	539,700	2024
2025	81,140	224,822	406,656	15,748	728,367	2025
2026	77,976	216,055	390,797	15,134	699,962	2026
2027	78,755	218,215	394,705	15,285	706,961	2027
2028	79,543	220,397	398,652	15,438	714,031	2028
2029	80,338	222,601	402,639	15,593	721,171	2029
2030	81,142	224,827	406,665	15,749	728,383	2030
2031	81,953	227,076	410,732	15,906	735,667	2031
2032	82,773	229,346	414,839	16,065	743,024	2032
2033	83,600	231,640	418,988	16,226	750,454	2033
2034	84,436	233,956	423,178	16,388	757,958	2034
2035	85,281	236,296	427,409	16,552	765,538	2035
Totals	1,116,235	3,092,861	5,594,334	216,648	10,020,077	

**VILLAGE OF MENOMONEE FALLS
RESOLUTION NO. ____-R-26**

**A RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN OF
TAX INCREMENTAL DISTRICT NO. 12,
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 12 (the "District") was created by the Village on September 15, 2014 as an industrial district; and

WHEREAS, the Village now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will allow excess revenue to be transferred to Tax Incremental District No. 6 as permitted under Wisconsin Statutes Section 66.1105(6)(f)2.

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

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

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Waukesha County, the School District of Menomonee Falls, and the Waukesha County Area Technical College District, and any other entities

having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 2, 2026 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Village Board that it amend the Project Plan.

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

1. The boundaries of the District named "Tax Incremental District No. 12, Village of Menomonee Falls" remain unchanged.
2. That this Amendment is effective as of the date of adoption of this resolution.
3. The Village Board finds and declares that:
 - (a) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (b) The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (c) Under the amended Project Plan, a total of \$4,188,248 in excess tax increments will be transferred to the Recipient District.
 - (d) The District and the Recipient District lie within the same overlapping taxing jurisdictions.
 - (e) The District has sufficient revenue to pay for all current Project Costs and has sufficient excess revenue to pay for eligible project costs of the Recipient District.
 - (f) The Recipient District is a district in need of rehabilitation of conservation which qualifies it as an eligible recipient of excess revenue.
4. The Project Plan for "Tax Incremental District No. 12, Village of Menomonee Falls" (see Exhibit A), as amended, is approved, and the Village further finds the Project Plan is feasible and in conformity with the master plan of the Village.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 6th day of July, 2026.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk

PROJECT PLAN

[DISTRIBUTED SEPARATELY]



Village Board - Regular

7. c.

Meeting Date: 07/06/2026

Topic: Tax Incremental District No. 20

From: Amy Bennett, Director of Planning and Development

Department: Planning & Development Services

Date of Village Board 07/06/2026

Action (if required):

Information

Subject:

Consideration and possible action on a Resolution creating Tax Incremental District No. 20, approving its project plan and establishing its boundaries.

Background Information:

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

Key Issues for Consideration:

At its June 2, 2026 meeting, the Plan Commission held a public hearing in which several people spoke, and unanimously recommended:

1. Recommend to the Village Board the creation of Tax Incremental District No.20;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.20 dated June 2, 2026;
3. Adopt the attached Resolution recommending the Village Board adopt the Project Plan dated June 2, 2026 for the creation of Tax Incremental District No.20 be approved.

Action By Committee or Village Board:

To approve the attached resolution creating Tax Incremental District No. 20, approving its project plan and establishing its boundaries.

Attachments

Draft Plan Commission Minutes 060226

Plan Commission 060226 Staff Report

Executed PC Resolution

Final Project Plan

Draft Resolution

Public hearing regarding the proposed creation of Tax Incremental District No. 20 (TID No. 20), the proposed boundaries of the District, and the proposed Project Plan for the District.

Harry Allen from Ehlers presented the item to the Plan Commission.
Village President Walz opened the public hearing.
Thomas Jacobs (W161N5827 Cheryl Dr) addressed the Plan Commission.
Diane Mindt (W161N5851 Cheryl Dr) addressed the Plan Commission.
Cheryl Haese (W161N5841 Cheryl Dr) addressed the Plan Commission.
The public hearing was closed at 7:20 PM.

ACTION ITEM

Consideration and possible action of a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District No. 20.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve a Resolution recommending the Village Board establish the boundaries of and approve the project plan for Tax Incremental District No. 20. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Recommend to the Village Board the creation of Tax Incremental District No.20;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.20 dated June 2, 2026;
3. Adopt the attached Resolution recommending the Village Board adopt the Project Plan dated June 2, 2026 for the creation of Tax Incremental District No.20 be approved.

Vote: 7 - 0 Motion Carried

Public hearing regarding the proposed creation of Tax Incremental District No. 21 (TID No. 21), the proposed boundaries of the District, and the proposed Project Plan for the District.

Harry Allen from Ehlers presented the item to the Plan Commission.
Village President Walz opened the public hearing.
Linda Landers (N89W13764 Bonnie Ln) addressed the Plan Commission.
Michael Landers (N89W13764 Bonnie Ln) addressed the Plan Commission.
The public hearing was closed at 7:28 PM.

ACTION ITEM

Consideration and possible action of a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District No. 21.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve a Resolution recommending the Village Board establish the boundaries of and approve the project plan for Tax Incremental District No. 21. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Recommend to the Village Board the creation of Tax Incremental District No.21;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.21 dated June 2, 2026;
3. Adopt the attached Resolution recommending the Village Board adopt the Project Plan dated June 2, 2026 for the creation of Tax Incremental District No.21 be approved.

Vote: 7 - 0 Motion Carried

**Plan Commission - Regular****5. d.****Meeting Date:** 06/02/2026**Topic:** Tax Incremental District No. 20**From:** Amy Bennett, Director of Planning and Development**Department:** Planning & Development Services**Date of Village Board** 07/06/2026**Action (if required):**

Subject:

Public hearing regarding the proposed creation of Tax Incremental District No. 20 (TID No. 20), the proposed boundaries of the District, and the proposed Project Plan for the District.

ACTION ITEM

Consideration and possible action of a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District No. 20.

Background Information:

Tax Incremental District ("TID") No. 20 ("District") is a proposed single parcel (W165N5830 RIDGEWOOD DR, Tax Key # 107.995) Industrial District comprising approximately 25 acres located in the south central portion of the Village. The District will be created to pay the costs of development incentives needed to support the redevelopment of an existing industrial site ("Project"). The Village has a large industrial footprint, with the 7th highest manufacturing real estate assessed value in the State of Wisconsin as of 2025, but new industrial spaces are becoming harder and harder to find. As a result, the Village is looking at creative ways to allow existing industrial firms to grow and expand. In addition to the incremental property value that will be created, the Village expects the Project to provide employment opportunities, increased income and sales tax collection, manufacturing modernization, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

Application Specifics:

The Village anticipates making total expenditures of approximately \$2.57 million ("Project Costs") to undertake the projects listed in this Project Plan ("Plan"). Project Costs include an estimated \$2.40 million in Pay As You Go ("PAYGO") development incentives and \$170,000 in ongoing planning and administrative costs.

Additional Information:**Requested Action by Commission/Committee/Board:**

Consideration of a Resolution recommending the Village Board establish the boundaries of and approve the project plan for Tax Incremental District No. 20. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Recommend to the Village Board the creation of Tax Incremental District No.20;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.20 dated June 2, 2026;
3. Adopt the attached Resolution recommending the Village Board adopt the Project Plan dated June 2, 2026 for the creation of Tax Incremental District No.20 be approved.

Draft TID No. 20 Project Plan

Draft PC Resolution

**VILLAGE OF MENOMONEE FALLS PLAN COMMISSION
RESOLUTION NO. 87-R-26**

**RESOLUTION OF THE PLAN COMMISSION ESTABLISHING THE BOUNDARIES
OF AND APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL DISTRICT
NO. 20,
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 20 (the "District") is proposed to be created by the Village in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

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

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

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

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 2, 2026 held a public hearing concerning the

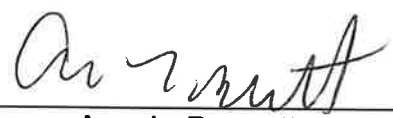
proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

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

1. It recommends to the Village Board that Tax Incremental District No. 20 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.
3. Creation of the District promotes orderly development in the Village.

Adopted by the Plan Commission of the Village of Menomonee Falls on this 2nd day of June, 2026.

By: 
Jeremy Walz
Plan Commission Chair

Attest: 
Amy L. Bennett
Plan Commission Secretary

**TAX INCREMENTAL DISTRICT NO. 20
BOUNDARY MAP**

[INCLUDED IN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

June 2, 2026

PROJECT PLAN

Village of Menomonee Falls, Wisconsin

Tax Incremental District No. 20



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 2, 2026
Public Hearing Held:	June 2, 2026
Consideration by Plan Commission:	June 2, 2026
Consideration by Village Board:	July 6, 2026
Consideration by the Joint Review Board:	July 28, 2026

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 20 (“District”) is a proposed single parcel Industrial District comprising approximately 25 acres located in the south central portion of the Village. The District will be created to pay the costs of development incentives needed to support the redevelopment of an existing industrial site (“Project”). The Village has a large industrial footprint, with the 7th highest manufacturing real estate assessed value in the State of Wisconsin as of 2025, but new industrial spaces are becoming harder and harder to find. As a result, the Village is looking at creative ways to allow for existing industrial firms to grow and expand. In addition to the incremental property value that will be created, the Village expects the Project to provide employment opportunities, increased income and sales tax collection, manufacturing modernization, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

AUTHORITY

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

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The Village anticipates making total expenditures of approximately \$2.57 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$2.40 million in Pay As You Go (“PAYGO”) development incentives and \$170,000 in ongoing planning and administrative costs.

INCREMENTAL VALUATION

The Village projects that new land and improvements value of approximately \$10.37 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

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

SUMMARY OF FINDINGS

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

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village. The Village expects to receive one or more requests for tax incremental financing (“TIF”) assistance and that assistance will be necessary for redevelopment of the existing sites within the District. As requests are submitted, the Village will evaluate each to confirm that the public investment is necessary, and that “but for” that investment, the related development will not occur in the manner desired by the Village. The development incentives included in this Plan are for purposes of confirming economic feasibility only and do not reflect a commitment by the Village to provide incentives in any specific amount. Incentive commitments will be set forth in development agreements for individual phases and subject to separate approval by the Village Board. To the extent Village provides incentives, it expects to do so on a “pay as you go basis.”
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the Village has considered that the developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the Village finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is suitable for industrial sites as defined by Wis. Stat. § 66.1101, and has been zoned for industrial use. Any real property within the District that is found suitable for

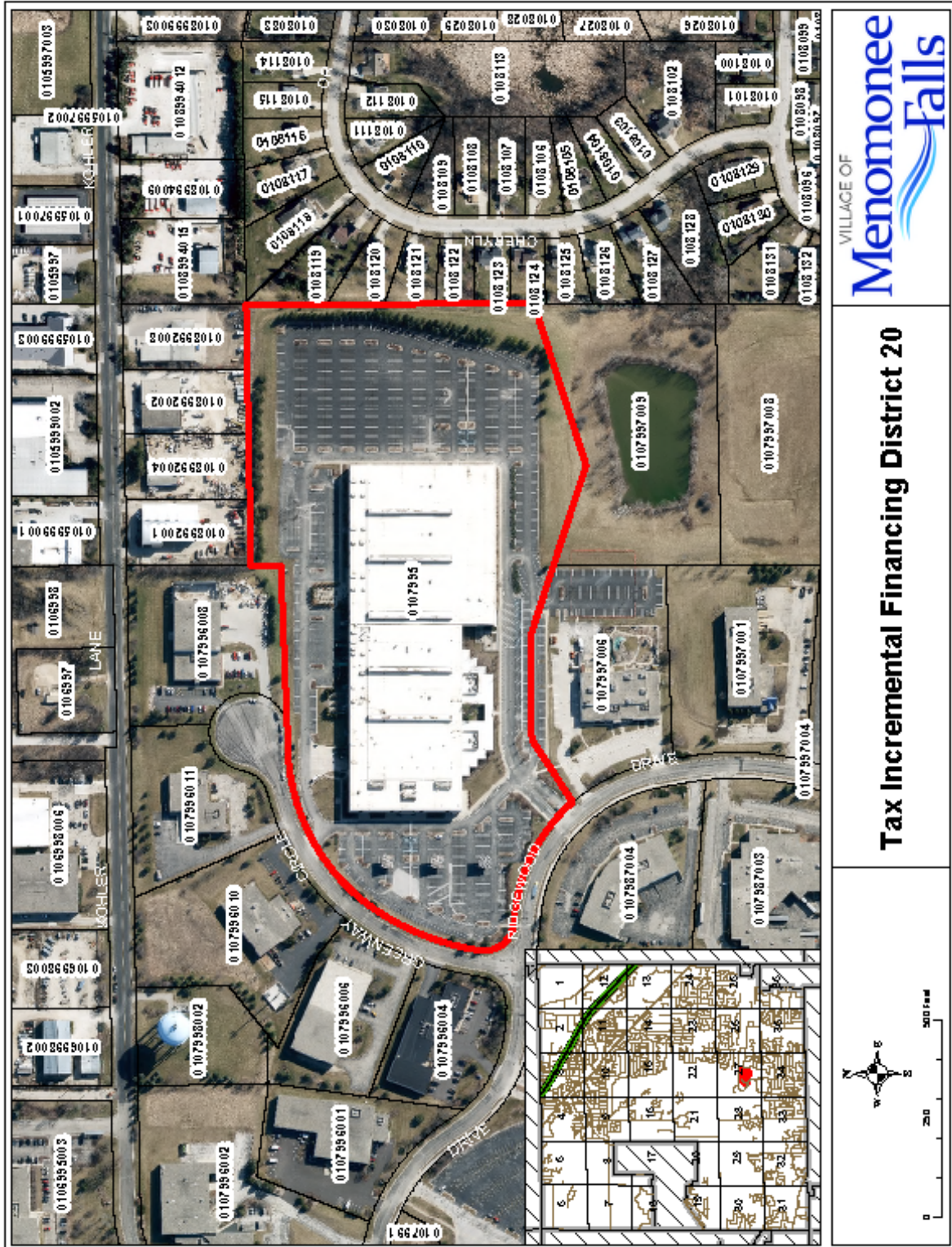
industrial sites and is zoned for industrial use at the time of creation of the District will remain zoned for industrial use for the life of the District.

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

SECTION 2:

Preliminary Map of Proposed District Boundary

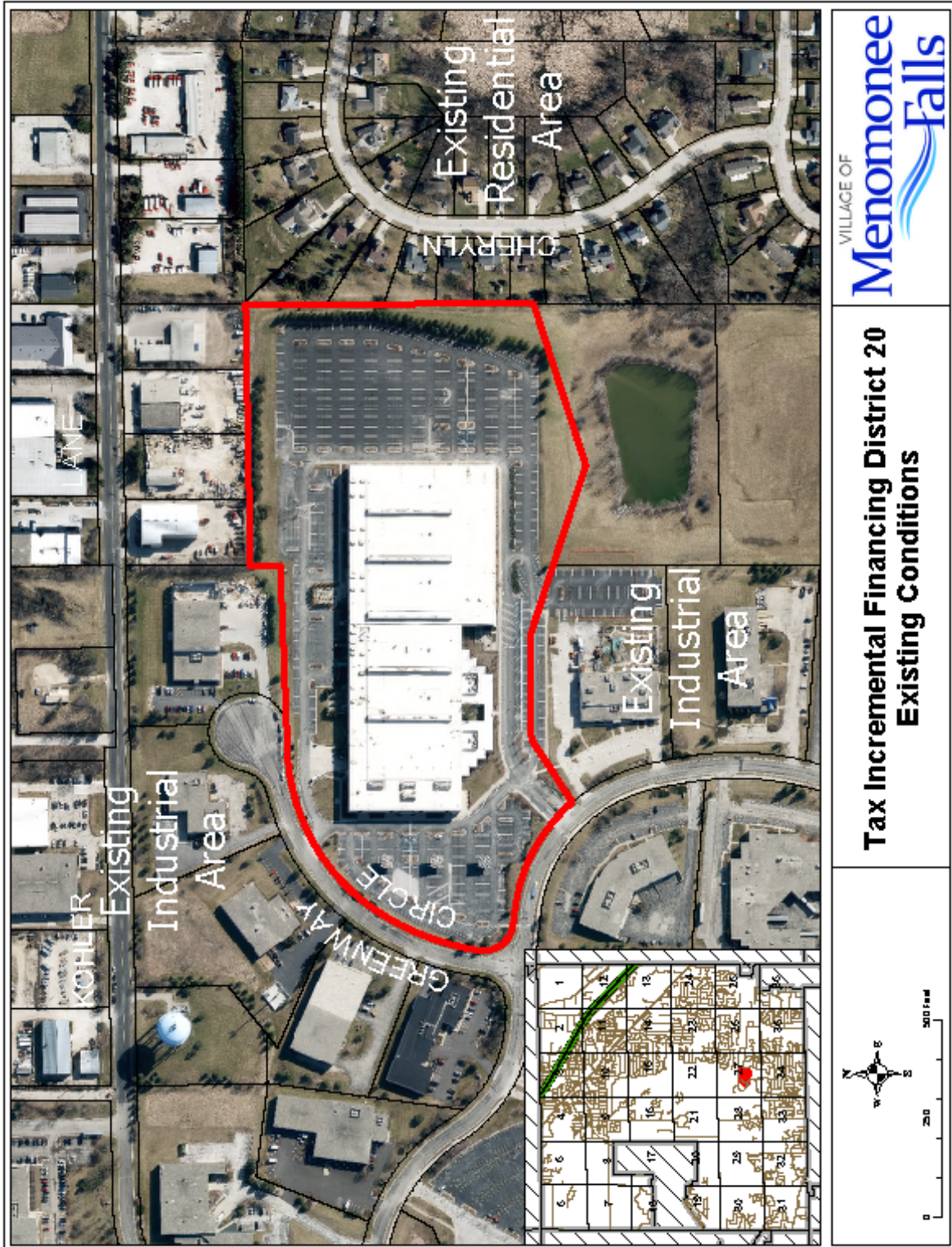
Map Found on Following Page.

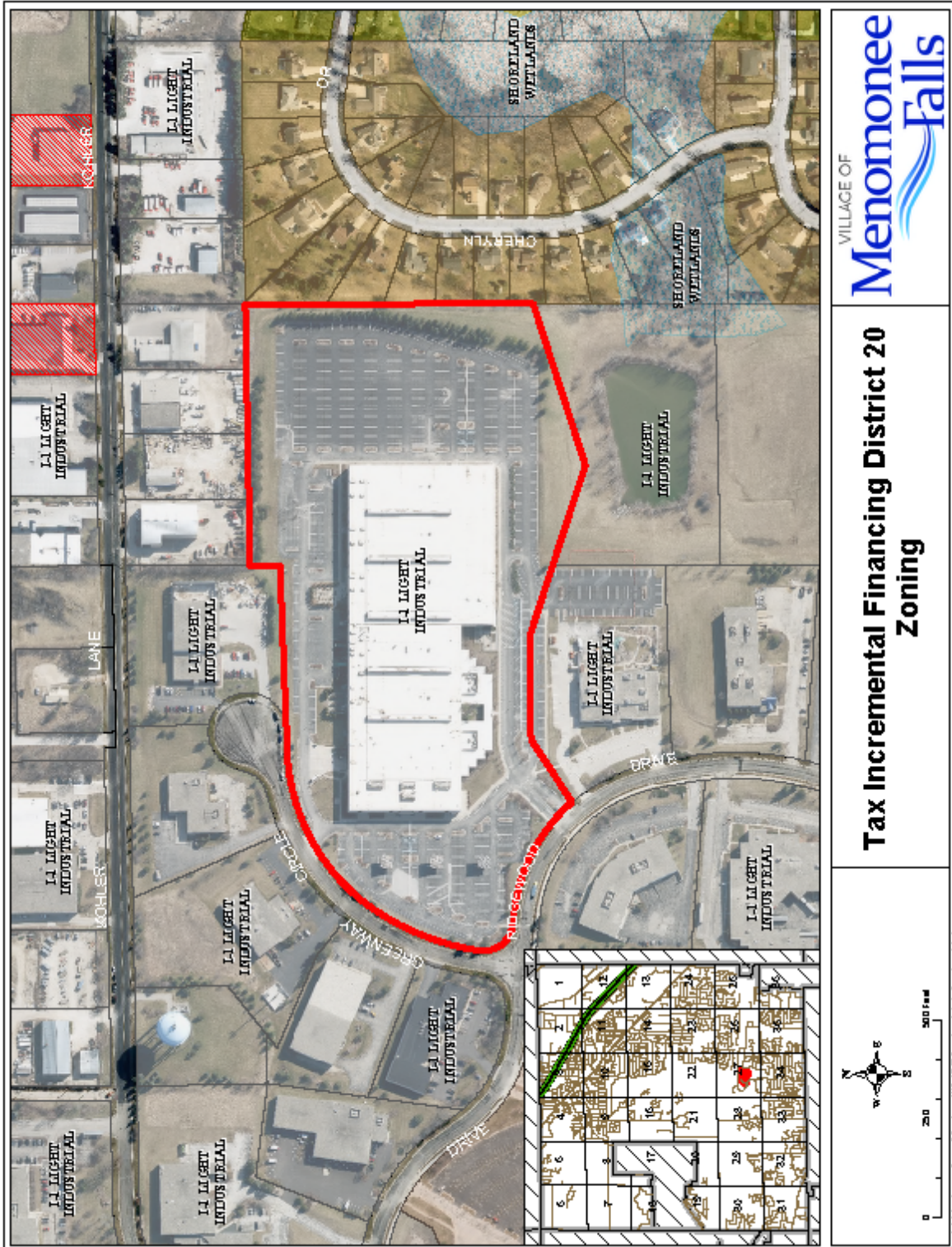


SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.





Tax Incremental Financing District 20 Zoning

SECTION 4:

Preliminary Parcel List and Analysis

The District will consist of a single tax parcel as identified below. The entire 24.97 acre parcel is zoned and suitable for industrial sites as defined by Wis. Stat. § 66.1101.

Parcel Number: MNFV0107995

Address: W165N5830 RIDGEWOOD DR

Owner: RIDGEWOOD IC LLC

Acres: 24.97

Acres Zoned and Suitable for Industrial: 24.97

Assessed Values¹:

Land: \$4,079,000

Improvement: \$12,921,000

Total: \$17,000,000

Equalized Values²:

Land: \$4,705,200

Improvement: \$14,904,600

Total: \$19,609,800

1) Estimated based on values as of January 1, 2025. Actual base value will be as of January 1, 2026.

2) Calculation based on the 2025 aggregate assessment ratio of 86.69%.

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the Village expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the Village.

Calculation of Village Equalized Value Limit

Village TID IN Equalized Value (Jan. 1, 2025)	\$	8,931,733,700
TID Valuation Limit @ 12% of Above Value	\$	1,071,808,044

Calculation of Value Subject to Limit

Estimated Base Value of Territory to be Included in District	\$	19,609,800
Incremental Value of Existing Districts (Jan. 1, 2025)	\$	675,183,000
Total Value Subject to 12% Valuation Limit	\$	694,792,800
Total Percentage of TID IN Equalized Value		7.78%
Residual Value Capacity of TID IN Equalized Value	\$	377,015,244

The equalized value of the increment of existing tax incremental districts within the Village, plus the base value of the proposed District, totals \$694,792,800. This value is less than the maximum of \$1,071,808,044 in equalized value that is permitted for the Village.

SECTION 6:

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

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

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

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

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

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

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

Property Acquisition for Conservancy

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

Acquisition of Rights-of-Way

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

Acquisition of Easements

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

Relocation Costs

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

Site Preparation Activities

Environmental Audits and Remediation

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

Demolition

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

Site Grading

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

Utilities

Sanitary Sewer System Improvements

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

Water System Improvements

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

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

Stormwater Management System Improvements

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

Electric Service

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

Gas Service

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

Communications Infrastructure

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

Streets and Streetscape

Street Improvements

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

Streetscaping and Landscaping

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

Community Development

Cash Grants (Development Incentives)

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

Miscellaneous

Professional Service and Organizational Costs

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

Administrative Costs

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

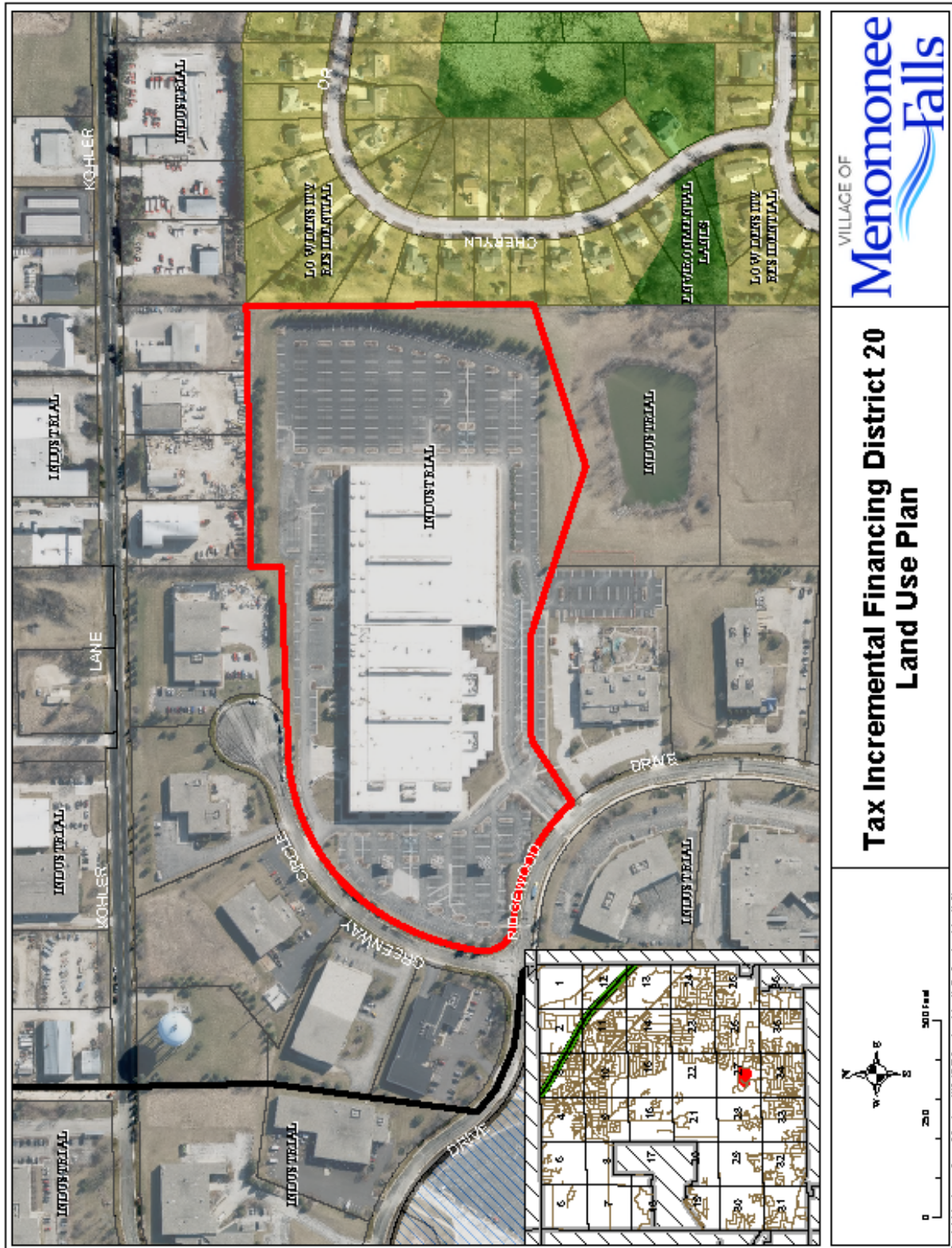
Financing Costs

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

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.



Tax Incremental Financing District 20 Land Use Plan



SECTION 8:

Detailed List of Estimated Project Costs

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

Project ID	Project Name/Type	Est. Cost Ongoing	Est. Timing
1	Pay As You Go ("PAYGO") Development Incentive ¹	2,400,000	2028-2047
2	Ongoing Planning & Administrative Costs	170,000	2026-2047
Total Projects		<u>2,570,000</u>	

1) The amount shown is preliminary and subject to change through negotiations on the development agreement.

SECTION 9:

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

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

Key Assumptions

The Project Costs the Village plans to make are expected to create \$10.37 million in incremental value by January 1, 2027. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the Village's current equalized TID Interim tax rate of \$11.71 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate \$2.43 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

Construction Year		Industrial	Annual Total	Construction Year	
1	2026	10,365,000	10,365,000	2026	1
2	2027		0	2027	2
3	2028		0	2028	3
4	2029		0	2029	4
5	2030		0	2030	5
6	2031		0	2031	6
7	2032		0	2032	7
8	2033		0	2033	8
9	2034		0	2034	9
10	2035		0	2035	10
11	2036		0	2036	11
12	2037		0	2037	12
13	2038		0	2038	13
14	2039		0	2039	14
15	2040		0	2040	15
16	2041		0	2041	16
17	2042		0	2042	17
18	2043		0	2043	18
19	2044		0	2044	19
20	2045		0	2045	20
Totals		10,365,000	10,365,000		
Notes:					

Table 2 – Tax Increment Projection Worksheet

Type of District	Industrial		Base Value	19,609,800
District Creation Date	July 6, 2026		Economic Change Factor	0.00%
Valuation Date	Jan 1,	2026	Apply to Base Value	
Max Life (Years)	20		Base Tax Rate	\$11.71
End of Expenditure Period	15	7/6/2041	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	20	2047		
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	No			

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2026	10,365,000	2027	0	10,365,000	2028	\$11.71	121,323
2	2027	0	2028	0	10,365,000	2029	\$11.71	121,323
3	2028	0	2029	0	10,365,000	2030	\$11.71	121,323
4	2029	0	2030	0	10,365,000	2031	\$11.71	121,323
5	2030	0	2031	0	10,365,000	2032	\$11.71	121,323
6	2031	0	2032	0	10,365,000	2033	\$11.71	121,323
7	2032	0	2033	0	10,365,000	2034	\$11.71	121,323
8	2033	0	2034	0	10,365,000	2035	\$11.71	121,323
9	2034	0	2035	0	10,365,000	2036	\$11.71	121,323
10	2035	0	2036	0	10,365,000	2037	\$11.71	121,323
11	2036	0	2037	0	10,365,000	2038	\$11.71	121,323
12	2037	0	2038	0	10,365,000	2039	\$11.71	121,323
13	2038	0	2039	0	10,365,000	2040	\$11.71	121,323
14	2039	0	2040	0	10,365,000	2041	\$11.71	121,323
15	2040	0	2041	0	10,365,000	2042	\$11.71	121,323
16	2041	0	2042	0	10,365,000	2043	\$11.71	121,323
17	2042	0	2043	0	10,365,000	2044	\$11.71	121,323
18	2043	0	2044	0	10,365,000	2045	\$11.71	121,323
19	2044	0	2045	0	10,365,000	2046	\$11.71	121,323
20	2045	0	2046	0	10,365,000	2047	\$11.71	121,323
Totals		10,365,000		0		Future Value of Increment		2,426,461

Notes:
1) Tax rate shown is actual 2025/2026 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

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

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

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2047 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 3 - Cash Flow

Year	Projected Revenues		Projected Expenditures			Balances			Year
	Tax Increments	Total Revenues	MRO #1 2026 Industrial ¹ \$2,400,000	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2026		0		20,000	20,000	(20,000)	(20,000)	2,400,000	2026
2027		0		20,000	20,000	(20,000)	(40,000)	2,400,000	2027
2028	121,323	121,323	61,323	20,000	81,323	40,000	0	2,338,677	2028
2029	121,323	121,323	101,323	20,000	121,323	0	0	2,237,354	2029
2030	121,323	121,323	116,323	5,000	121,323	0	0	2,121,031	2030
2031	121,323	121,323	116,323	5,000	121,323	0	0	2,004,708	2031
2032	121,323	121,323	116,323	5,000	121,323	0	0	1,888,385	2032
2033	121,323	121,323	116,323	5,000	121,323	0	0	1,772,062	2033
2034	121,323	121,323	116,323	5,000	121,323	0	0	1,655,739	2034
2035	121,323	121,323	116,323	5,000	121,323	0	0	1,539,416	2035
2036	121,323	121,323	116,323	5,000	121,323	0	0	1,423,093	2036
2037	121,323	121,323	116,323	5,000	121,323	0	0	1,306,770	2037
2038	121,323	121,323	116,323	5,000	121,323	0	0	1,190,447	2038
2039	121,323	121,323	116,323	5,000	121,323	0	0	1,074,124	2039
2040	121,323	121,323	116,323	5,000	121,323	0	0	957,800	2040
2041	121,323	121,323	116,323	5,000	121,323	0	0	841,477	2041
2042	121,323	121,323	116,323	5,000	121,323	0	0	725,154	2042
2043	121,323	121,323	116,323	5,000	121,323	0	0	608,831	2043
2044	121,323	121,323	116,323	5,000	121,323	0	0	492,508	2044
2045	121,323	121,323	116,323	5,000	121,323	0	0	376,185	2045
2046	121,323	121,323	116,323	5,000	121,323	0	0	259,862	2046
2047	121,323	121,323	116,323	5,000	121,323	0	0	143,539	2047
Totals	2,426,461	2,426,461	2,256,461	170,000	2,426,461				Totals

Notes:

1) Assumed the development receives a 100% PAYGO incentive (net of administrative costs) up to a cap of \$2,400,000.

PROJECTED CLOSURE YEAR

LEGEND:

 CALLABLE MATURITIES

 END OF EXP. PERIOD

SECTION 10:

Annexed Property

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

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

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

SECTION 12:

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

Zoning Ordinances

The proposed Plan is in general conformance with the Village's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

Master (Comprehensive) Plan and Map

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

Building Codes and Ordinances

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

SECTION 13:

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

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

SECTION 14:

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

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

SECTION 15:

List of Estimated Non-Project Costs

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

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

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

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

Legal Opinion Found on Following Page.



Office of the Village Attorney

June 29, 2026

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

Re: Project Plan for Tax Incremental District No. 20

Mr. Fitzgerald:

I reviewed the proposed Project Plan for Tax Incremental District No. 20 of the Village of Menomonee Falls (the "Project Plan") dated June 2, 2026. The Project Plan was reviewed by the Plan Commission on June 2, 2026 and recommended for approval. It is scheduled to be considered for adoption by the Village Board of Trustees by resolution on July 6, 2026.

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

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

Very truly yours,

VILLAGE OF MENOMONEE FALLS

A handwritten signature in black ink, appearing to read "A. C. Koenings", with a long horizontal flourish extending to the right.

Adam C. Koenings
Village Attorney

SECTION 17:

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

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2025/26 levy year.

Revenue Year	Waukesha County	Village of Menomonee Falls	School District of Hamilton	Waukeha County Area Technical College	Total	Revenue Year
2028	13,132	36,385	69,257	2,549	121,323	2028
2029	13,132	36,385	69,257	2,549	121,323	2029
2030	13,132	36,385	69,257	2,549	121,323	2030
2031	13,132	36,385	69,257	2,549	121,323	2031
2032	13,132	36,385	69,257	2,549	121,323	2032
2033	13,132	36,385	69,257	2,549	121,323	2033
2034	13,132	36,385	69,257	2,549	121,323	2034
2035	13,132	36,385	69,257	2,549	121,323	2035
2036	13,132	36,385	69,257	2,549	121,323	2036
2037	13,132	36,385	69,257	2,549	121,323	2037
2038	13,132	36,385	69,257	2,549	121,323	2038
2039	13,132	36,385	69,257	2,549	121,323	2039
2040	13,132	36,385	69,257	2,549	121,323	2040
2041	13,132	36,385	69,257	2,549	121,323	2041
2042	13,132	36,385	69,257	2,549	121,323	2042
2043	13,132	36,385	69,257	2,549	121,323	2043
2044	13,132	36,385	69,257	2,549	121,323	2044
2045	13,132	36,385	69,257	2,549	121,323	2045
2046	13,132	36,385	69,257	2,549	121,323	2046
2047	13,132	36,385	69,257	2,549	121,323	2047
Totals	262,636	727,709	1,385,141	50,975	2,426,461	

**VILLAGE OF MENOMONEE FALLS
RESOLUTION NO. ____-R-26**

**A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 20,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 20 (the "District") is proposed to be created by the Village as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

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

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

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

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 2, 2026 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

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

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 20, Village of Menomonee Falls", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2026.
3. The Village Board finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 and has been zoned for industrial use.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.
 - (e) That there are no parcels to be included within the District that were annexed by the Village within the preceding three-year period.
 - (f) The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
 - (h) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.
4. The Project Plan for "Tax Incremental District No. 20, Village of Menomonee Falls" (see Exhibit B) is approved, and the Village further finds the Plan is feasible and in conformity with the master plan of the Village.

BE IT FURTHER RESOLVED THAT the Village Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

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

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 6th day of July, 2026.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 20
VILLAGE OF MENOMONEE FALLS**

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]



Village Board - Regular

7. d.

Meeting Date: 07/06/2026

Topic: Tax Incremental District No. 21

From: Amy Bennett, Director of Planning and Development

Department: Planning & Development Services

Date of Village Board 07/06/2026

Action (if required):

Information

Subject:

Consideration and possible action on a Resolution creating Tax Incremental District No. 21, approving its project plan and establishing its boundaries.

Background Information:

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

Key Issues for Consideration:

At its June 2, 2026 meeting, the Plan Commission held a public hearing in which several people spoke, and unanimously recommended:

1. Recommend to the Village Board the creation of Tax Incremental District No.21;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.21 dated June 2, 2026;
3. And adopt the attached Resolution recommending the Village Board adopt the Project Plan dated June 2, 2026 for the creation of Tax Incremental District No.21 be approved.

Action By Committee or Village Board:

To approve the attached resolution creating Tax Incremental District No. 21, approving its project plan and establishing its boundaries.

Attachments

Plan Commission 060226 Draft Minutes

Plan Commission 060226 Staff Report

Executed PC Resolution

Final Project Plan

Draft Resolution

Public hearing regarding the proposed creation of Tax Incremental District No. 20 (TID No. 20), the proposed boundaries of the District, and the proposed Project Plan for the District.

Harry Allen from Ehlers presented the item to the Plan Commission.
Village President Walz opened the public hearing.
Thomas Jacobs (W161N5827 Cheryln Dr) addressed the Plan Commission.
Diane Mindt (W161N5851 Cheryln Dr) addressed the Plan Commission.
Cheryl Haese (W161N5841 Cheryln Dr) addressed the Plan Commission.
The public hearing was closed at 7:20 PM.

ACTION ITEM

Consideration and possible action of a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District No. 20.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve a Resolution recommending the Village Board establish the boundaries of and approve the project plan for Tax Incremental District No. 20. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Recommend to the Village Board the creation of Tax Incremental District No.20;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.20 dated June 2, 2026;
3. Adopt the attached Resolution recommending the Village Board adopt the Project Plan dated June 2, 2026 for the creation of Tax Incremental District No.20 be approved.

Vote: 7 - 0 Motion Carried

Public hearing regarding the proposed creation of Tax Incremental District No. 21 (TID No. 21), the proposed boundaries of the District, and the proposed Project Plan for the District.

Harry Allen from Ehlers presented the item to the Plan Commission.
Village President Walz opened the public hearing.
Linda Landers (N89W13764 Bonnie Ln) addressed the Plan Commission.
Michael Landers (N89W13764 Bonnie Ln) addressed the Plan Commission.
The public hearing was closed at 7:28 PM.

ACTION ITEM

Consideration and possible action of a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District No. 21.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to approve a Resolution recommending the Village Board establish the boundaries of and approve the project plan for Tax Incremental District No. 21. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Recommend to the Village Board the creation of Tax Incremental District No.21;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.21 dated June 2, 2026;
3. Adopt the attached Resolution recommending the Village Board adopt the Project Plan dated June 2, 2026 for the creation of Tax Incremental District No.21 be approved.

Vote: 7 - 0 Motion Carried

APPEARANCES

Consideration of a utility easement granted to the **WISCONSIN ELECTRIC POWER COMPANY** over land owned by the Village of Menomonee Falls. Located on land identified by Tax Key Numbers 105.997.003 & 105.997.004.

Trustee Tadda left the meeting at 7:30 PM.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to recommend the Village Board of Trustees approve the attached We Energies easement.

Vote: 6 - 0 Motion Carried

Consideration of a utility easement granted to the **WISCONSIN ELECTRIC POWER COMPANY** over land owned by the Village of Menomonee Falls in Village Park.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to recommend the Village Board of Trustees approve the attached We Energies easement.

Vote: 6 - 0 Motion Carried

Approval of the **FOX RIVER FALLS ADDITION NO 5. PRELIMINARY PLAT** proposed on the North Side of Silver Spring Drive, approximately 1/4 mile West of Lannon Road, on a portion of the parcel identified by Tax Key Number 120.145.

Trustee Tadda returned to the meeting at 7:32 PM.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to conditionally approve the Preliminary Plat of Fox River Falls subject to the 38 conditions noted from Staff, nine (9) conditions (there are seven (7) additional recommendations) from Waukesha County, and any other requirements from the Wisconsin Department of Administration.

1. Final Plat review and approval will be required.
2. The applicant shall pay the "Fee in Lieu of Dedication" in the amount of \$1,000 for every lot created in a Final Plat - prior to the recording of the Final Plat.
3. A 10' multi-use path shall be constructed along Lannon Road from Turnberry Lane to the south property line of the site with their Addn. No. 4 development. The path cannot be constructed north of Turnberry Lane to the RR tracks due to the wetlands.
4. Sidewalks shall be placed on one side of all non-cul de sac roads.
5. Submitting a landscape plan for any landscaped areas within the Fox River Falls Planned Residential Development to the Architectural Control Board for review and approval prior to the submittal of the Final Plat.
6. Permitting from the Waukesha County Department of Public Works is required for access onto Lannon Road (CTH "Y").
7. A permit from the Waukesha County Department of Public Works is required prior to any utility construction within the public road right-of-way of Lannon Road (CTH "Y").
8. Outlots are to be provided at the cul de sac islands and medians.
9. Stormwater management meeting the Village's stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.

10. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
11. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
12. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
13. A Wisconsin DNR Chapter 30 Permit is required prior to site grading and construction of the detention ponds along the intermittent stream.
14. A hydraulic HEC-RAS analysis is required for the culvert crossing of the intermittent stream.
15. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village's stormwater ordinance.
16. A Village Erosion Control Permit is required prior to any land disturbing activities.
17. A wetland delineation is needed.
18. A geotechnical study will have to be done by a licensed soils engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
19. All basement or lowest floor elevations must be at least 2 feet above the 100-year Flood Plain Elevation.
20. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
21. All sewer, water main and laterals are to be kept out of the outlots for the cul de sac islands and boulevard median. The property lines of these outlots shall be at least 10 feet from any sewer or water main.
22. All sanitary sewer, water main, storm sewer, and street designs must follow the Village of Menomonee Falls Standards and Requirements for Development.
23. The trees along the west property line of the development site shall be preserved.
24. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
25. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
26. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.
27. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
28. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
29. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.

Fire department access roads shall:

30. Have an unobstructed width of not less than 20 ft.
31. Have unobstructed vertical clearance of not less than 13 ft 6 in.
32. Be designed and maintained to support the imposed loads of fire apparatus.
33. Have an unobstructed width of not less than 26 ft. for aerial apparatus access if the grade to the highest roof surface exceeds 30 ft.
34. Have an angle of approach and departure not exceed 1 ft drop in 20 ft.
35. Have turning radii that meet the WB-50 Template.
36. Dead-end fire department access roads in excess of 150 ft in length shall be provided with

approved provisions for the fire apparatus to turn around.

37. Landscaping and plantings must be installed/maintained so that it does not interfere with fire department access.

38. Fire Department access per NFPA 1 and fire lanes must be maintained throughout the project.

Vote: 7 - 0 Motion Carried

Consideration of a recommendation to the Village Board of Trustees on the request of **DEREK B. MCGREW, CELLUSITE, LLC**, to obtain a Conditional Use Permit allowing for the installation of a new wireless communication facility located at **N89W16785 APPLETON AVENUE** in the C-2 Community Business Zoning District with the OVC Village Centre Overlay. The subject site is identified by Tax Key Number 11.229.

Derek McGrew (Cellusite, LLC) addressed the Plan Commission and presented the item.
Rodney Carter (Husch Blackwell) addressed the Plan Commission.

Motion by Commissioner Paul Curtiss, second by Commissioner Chris Rolenc to recommend denial to the Village Board of the Conditional Use Permit allowing an 80' wireless communication facility located at N89W16785 Appleton Avenue in the C-2 Community Business Zoning District with the OVC Village Centre Overlay based on the following substantial evidence:

Under Section 122-433(a)(4)j.:

1. The proposed 80' tower is not a monopole structure, but described as an approximate 15' x 15' "stealth structure".
2. The proposed 80' tower will have potential impacts to historic or cultural resources listed, or eligible for listing, on the National Register of Historic Places including height and design theme inconsistencies along with affecting the character of the historic downtown area.
3. The proposed 80' tower will not be architecturally compatible and consistent with surrounding buildings and structures as it would be substantially taller than surrounding one and two-story buildings and would be visually dominant in the Village Centre Overlay District.
4. Equipment buildings shall be located, designed and screened to reduce visual impacts to the extent feasible considering the technological requirements of the proposed personal wireless services and the need to be compatible with neighboring residences and the character of the community. A landscape screening plan for the easement area was submitted the day of this meeting. No other site improvements are proposed.

Under Section 122-354(a):

5. Existing context and scale:

The surrounding area consists primarily of one and two-story buildings ranging from about 15' to 37' in height consistent with the Village Centre Overlay District Sec. 122-354(a) design theme.

6. Historic design theme:

The proposed 80' tower is not consistent with the historic architectural styles, forms or development patterns described in Sec. 122-354(a) which notes small scale, one or two-story structures, traditional building materials and minimal exterior appurtenances.

7. Height relative to Village Centre Overlay District standard:

The proposed 80' tower exceeds the height of adjacent structures by more than two to three times and exceeds the code limit under Section 122-354(b)(3) that buildings not be more than one story taller than adjacent structures.

8. Consistency with the purpose of the Village Centre Overlay District:

Approval of the 80' tower would be inconsistent with the stated purpose of the Village Centre Overlay District to preserve historic character and maintain a consistent visual image.

9. Visual Impact:

The proposed 80' tower would be visible from multiple viewpoints in the adjacent historic district as shown in the applicant's provided exhibits disrupting the established historic streetscape.

The public hearing is scheduled for the July 6, 2026 Village Board meeting.

Vote: 6 - 1 Motion Carried

Nay: Commissioner Steve Bruskievicz

ADJOURNMENT

Motion by Commissioner Paul Curtiss, second by Commissioner Chris Rolenc to adjourn the meeting at 8:41 pm.

Vote: 7 - 0 Motion Carried

Submitted by Amy Bennett
Minutes transcribed by Amy Bennett
Minutes approved on



Plan Commission - Regular

5. e.

Meeting Date: 06/02/2026

Topic: Tax Incremental District No. 21

From: Amy Bennett, Director of Planning and Development

Department: Planning & Development Services

Date of Village Board 07/06/2026

Action (if required):

Subject:

Public hearing regarding the proposed creation of Tax Incremental District No. 21 (TID No. 21), the proposed boundaries of the District, and the proposed Project Plan for the District.

ACTION ITEM

Consideration and possible action of a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District No. 21.

Background Information:

Tax Incremental District ("TID") No. 21 ("District") is a proposed single parcel (N88W13764 MAIN ST, Tax Key #39.77) Industrial District comprising approximately 12 acres located in the northeastern portion of the Village. The District will be created to pay the costs of development incentives needed to support the development of a new industrial site ("Project"). The Village has a large industrial footprint, with the 7th highest manufacturing real estate assessed value in the State of Wisconsin as of 2025, but new industrial spaces are becoming harder and harder to find. As a result, the Village is looking at creative ways to allow existing industrial firms to grow and expand. In addition to the incremental property value that will be created, the Village expects the Project to provide employment opportunities, increased income and sales tax collection, manufacturing modernization, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

Application Specifics:

The Village anticipates making total expenditures of approximately \$3.37 million ("Project Costs") to undertake the projects listed in this Project Plan ("Plan"). Project Costs include an estimated \$3.20 million in Pay As You Go ("PAYGO") development incentives and \$170,000 in ongoing planning and administrative costs.

Additional Information:

Requested Action by Commission/Committee/Board:

Consideration of a Resolution recommending the Village Board establish the boundaries of and approve the project plan for Tax Incremental District No. 21. Based on the overall goal to effectively use the Tax Increment Financing tool, Staff recommends the Plan Commission:

1. Recommend to the Village Board the creation of Tax Incremental District No.21;
2. Adopt the Project Plan for the Creation of Tax Incremental District No.21 dated June 2, 2026;
3. Adopt the attached Resolution recommending the Village Board adopt the Project Plan dated June 2, 2026 for the creation of Tax Incremental District No.21 be approved.

Draft TID No. 21 Project Plan

Draft PC Resolution

**VILLAGE OF MENOMONEE FALLS PLAN COMMISSION
RESOLUTION NO. 86-R-26**

**RESOLUTION OF THE PLAN COMMISSION ESTABLISHING THE BOUNDARIES
OF AND APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL DISTRICT
NO. 21,
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 21 (the "District") is proposed to be created by the Village in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

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

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

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

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 2, 2026 held a public hearing concerning the

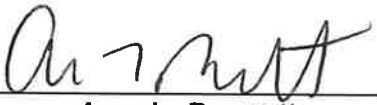
proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

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

1. It recommends to the Village Board that Tax Incremental District No. 21 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.
3. Creation of the District promotes orderly development in the Village.

Adopted by the Plan Commission of the Village of Menomonee Falls on this 2nd day of June, 2026.

By: 
Jeremy Walz
Plan Commission Chair

Attest: 
Amy L. Bennett
Plan Commission Secretary

**TAX INCREMENTAL DISTRICT NO. 21
BOUNDARY MAP**

[INCLUDED IN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

June 2, 2026

PROJECT PLAN

Village of Menomonee Falls, Wisconsin

Tax Incremental District No. 21



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 2, 2026
Public Hearing Held:	June 2, 2026
Consideration by Plan Commission:	June 2, 2026
Consideration by Village Board:	July 6, 2026
Consideration by the Joint Review Board:	July 28, 2026

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 21 (“District”) is a proposed single parcel Industrial District comprising approximately 12 acres located in the northeastern portion of the Village. The District will be created to pay the costs of development incentives needed to support the development of a new industrial site (“Project”). The Village has a large industrial footprint, with the 7th highest manufacturing real estate assessed value in the State of Wisconsin as of 2025, but new industrial spaces are becoming harder and harder to find. As a result, the Village is looking at creative ways to allow for existing industrial firms to grow and expand. In addition to the incremental property value that will be created, the Village expects the Project to provide employment opportunities, increased income and sales tax collection, manufacturing modernization, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

AUTHORITY

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

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The Village anticipates making total expenditures of approximately \$3.37 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$3.20 million in Pay As You Go (“PAYGO”) development incentives and \$170,000 in ongoing planning and administrative costs.

INCREMENTAL VALUATION

The Village projects that new land and improvements value of approximately \$13.63 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

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

SUMMARY OF FINDINGS

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

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village. The Village expects to receive one or more requests for tax incremental financing (“TIF”) assistance and that assistance will be necessary for new industrial development to occur in the District. As requests are submitted, the Village will evaluate each to confirm that the public investment is necessary, and that “but for” that investment, the related development will not occur in the manner desired by the Village. The development incentives included in this Plan are for purposes of confirming economic feasibility only and do not reflect a commitment by the Village to provide incentives in any specific amount. Incentive commitments will be set forth in development agreements for individual phases and subject to separate approval by the Village Board. To the extent Village provides incentives, it expects to do so on a “pay as you go basis.”
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the Village has considered that the developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the Village finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is suitable for industrial sites as defined by Wis. Stat. § 66.1101, and has been zoned for industrial use. Any real property within the District that is found suitable for

industrial sites and is zoned for industrial use at the time of creation of the District will remain zoned for industrial use for the life of the District.

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

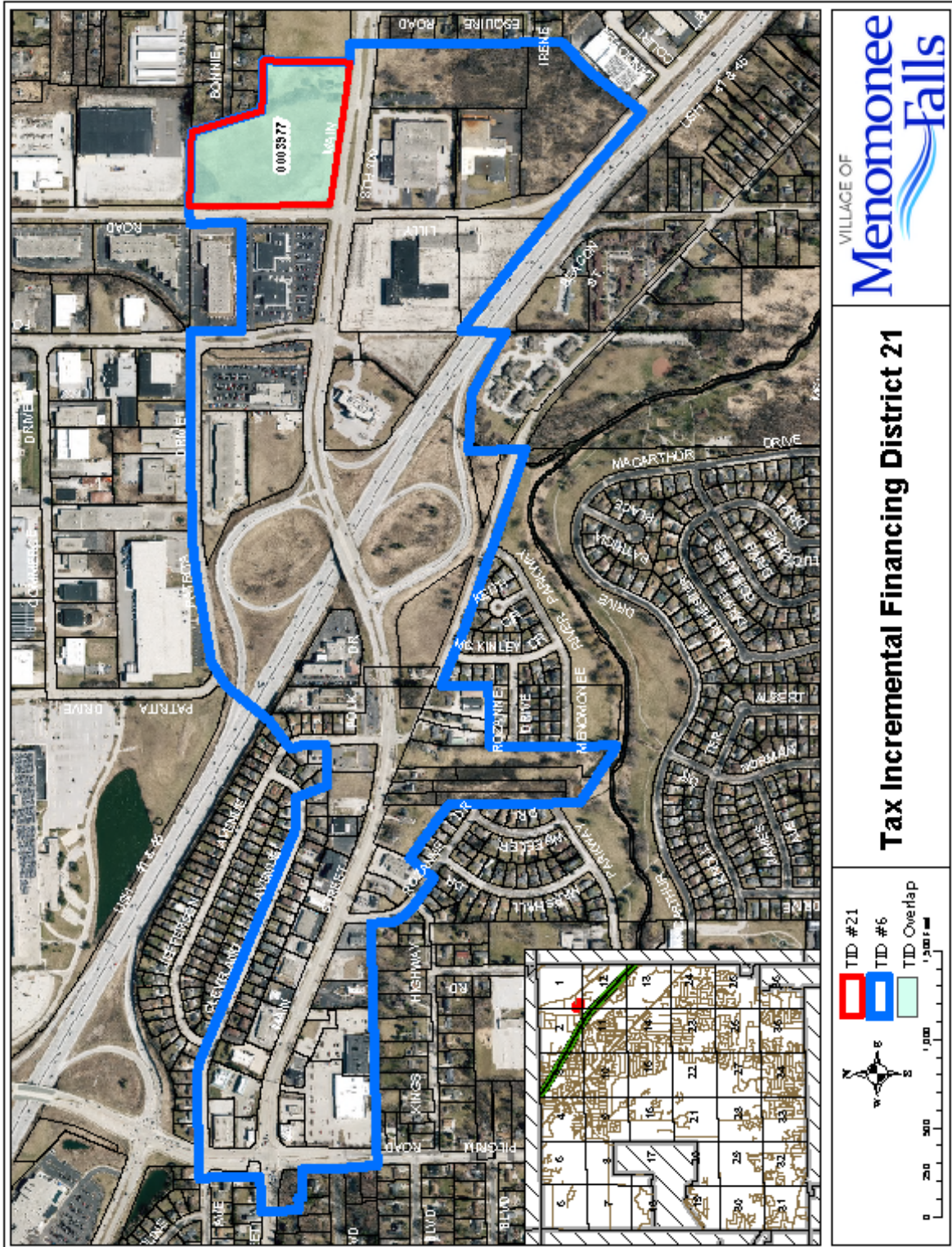
SECTION 2:

Preliminary Map of Proposed District Boundary

Map Found on Following Page.

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



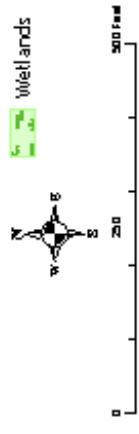






Tax Incremental Financing District 21

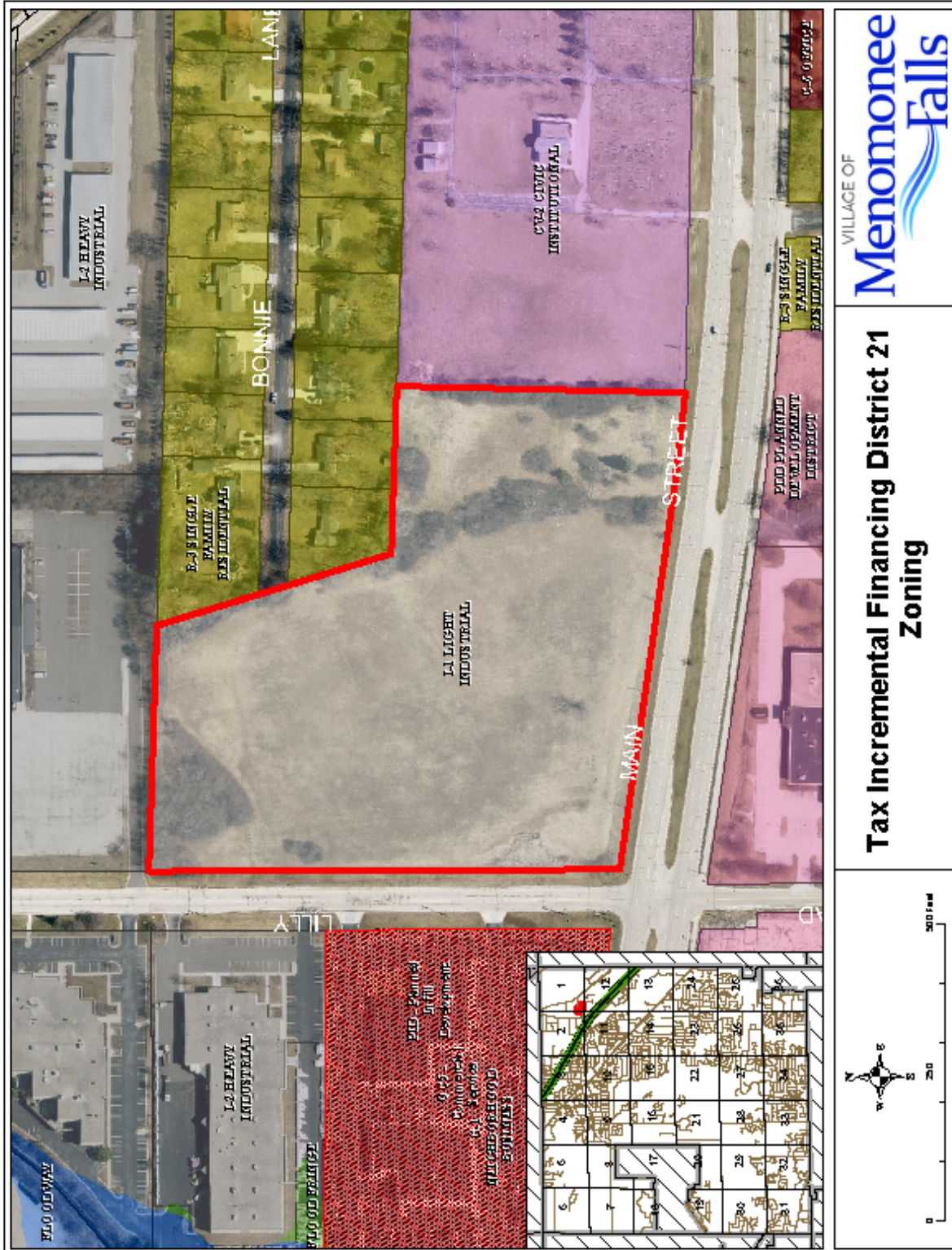
Wetlands



SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.



Tax Incremental Financing District 21 Zoning

SECTION 4:

Preliminary Parcel List and Analysis

The District will consist of a single tax parcel as identified below. The entire 12.57 acre parcel will be zoned and suitable for industrial sites (following approval of the re-zoning at the May 18th Village Board meeting) as defined by Wis. Stat. § 66.1101.

Parcel Number¹: MNFV0003977

Address: N88W13764 MAIN ST

Owner: MVS HOLDINGS LLC

Acres: 12.57

Acres Zoned and Suitable for Industrial²: 12.27

Assessed Values³:

Land: \$1,034,900

Improvement: \$0

Total: \$1,034,900

Equalized Values⁴:

Land: \$1,193,800

Improvement: \$0

Total: \$1,193,800

- 1) The parcel is currently located within Tax Increment District No. 6.
- 2) Accounts for the approximately 0.30 acre mapped wetland on the parcel.
- 3) Estimated based on values as of January 1, 2025. Actual base value will be as of January 1, 2026.
- 4) Calculation based on the 2025 aggregate assessment ratio of 86.69%.

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the Village expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the Village. The parcel being added to the District is currently located within Tax Incremental District No. 6 and as such its value is not included in the base value of the District as that value is reflected within the total of existing incremental value.

Calculation of Village Equalized Value Limit

Village TID IN Equalized Value (Jan. 1, 2025)	\$	8,931,733,700
TID Valuation Limit @ 12% of Above Value	\$	1,071,808,044

Calculation of Value Subject to Limit

Estimated Base Value of Territory to be Included in District	\$	1,193,800
Incremental Value of Existing Districts (Jan. 1, 2025)	\$	675,183,000
Less: Value of Underlying TID 6 Parcels		<u>(1,193,800)</u>
Total Value Subject to 12% Valuation Limit	\$	675,183,000
Total Percentage of TID IN Equalized Value		7.56%
Residual Value Capacity of TID IN Equalized Value	\$	396,625,044

The equalized value of the increment of existing tax incremental districts within the Village totals \$675,183,000 which is less than the maximum of \$1,071,808,044 in equalized value that is permitted for the Village.

SECTION 6:

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

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

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

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

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

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

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

Property Acquisition for Conservancy

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

Acquisition of Rights-of-Way

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

Acquisition of Easements

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

Relocation Costs

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

Site Preparation Activities

Environmental Audits and Remediation

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

Demolition

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

Site Grading

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

Utilities

Sanitary Sewer System Improvements

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

Water System Improvements

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

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

Stormwater Management System Improvements

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

Electric Service

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

Gas Service

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

Communications Infrastructure

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

Streets and Streetscape

Street Improvements

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

Streetscaping and Landscaping

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

Community Development

Cash Grants (Development Incentives)

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

Miscellaneous

Professional Service and Organizational Costs

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

Administrative Costs

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

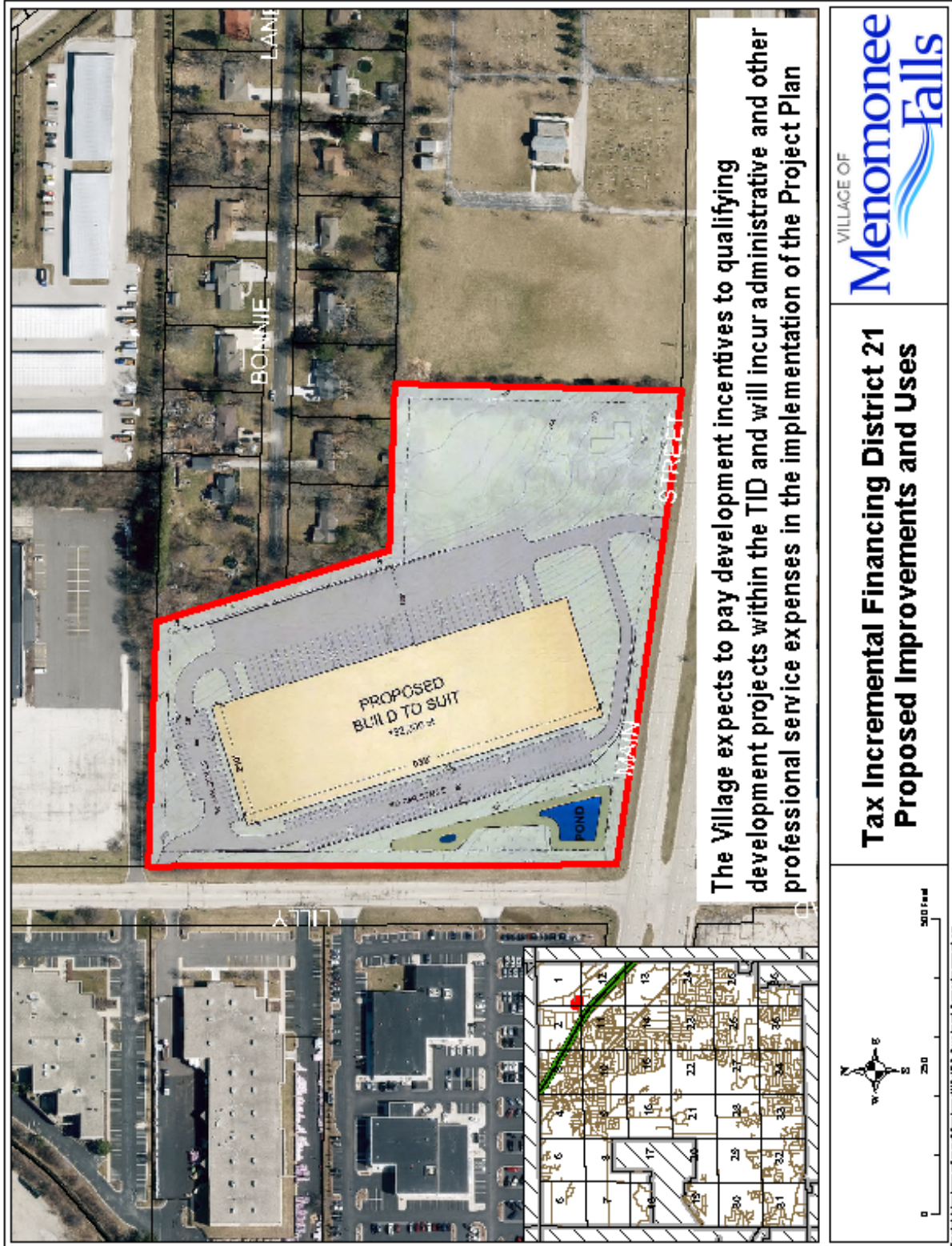
Financing Costs

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

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.



The Village expects to pay development incentives to qualifying development projects within the TID and will incur administrative and other professional service expenses in the implementation of the Project Plan



Tax Incremental Financing District 21 Proposed Improvements and Uses

SECTION 8:

Detailed List of Estimated Project Costs

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

Project ID	Project Name/Type	Est. Cost Ongoing	Est. Timing
1	Pay As You Go ("PAYGO") Development Incentive ¹	3,200,000	2028-2047
2	Ongoing Planning & Administrative Costs	170,000	2026-2047
Total Projects		<u>3,370,000</u>	

1) The amount shown is preliminary and subject to change through negotiations on the development agreement.

SECTION 9:

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

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

Key Assumptions

The Project Costs the Village plans to make are expected to create \$13.63 million in incremental value by January 1, 2027. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the Village's current equalized TID Interim tax rate of \$11.37 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate \$3.10 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

Construction Year		Industrial	Annual Total	Construction Year	
1	2026	13,630,000	13,630,000	2026	1
2	2027		0	2027	2
3	2028		0	2028	3
4	2029		0	2029	4
5	2030		0	2030	5
6	2031		0	2031	6
7	2032		0	2032	7
8	2033		0	2033	8
9	2034		0	2034	9
10	2035		0	2035	10
11	2036		0	2036	11
12	2037		0	2037	12
13	2038		0	2038	13
14	2039		0	2039	14
15	2040		0	2040	15
16	2041		0	2041	16
17	2042		0	2042	17
18	2043		0	2043	18
19	2044		0	2044	19
20	2045		0	2045	20
Totals		13,630,000	13,630,000		
Notes:					

Table 2 – Tax Increment Projection Worksheet

Type of District	Industrial		Base Value	1,193,800
District Creation Date	January 1, 2026		Economic Change Factor	0.00%
Valuation Date	Jan 1,	2026	Apply to Base Value	
Max Life (Years)	20		Base Tax Rate	\$11.37
End of Expenditure Period	15	1/1/2041	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	20	2047		
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	No			

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2026	13,630,000	2027	0	13,630,000	2028	\$11.37	155,012
2	2027	0	2028	0	13,630,000	2029	\$11.37	155,012
3	2028	0	2029	0	13,630,000	2030	\$11.37	155,012
4	2029	0	2030	0	13,630,000	2031	\$11.37	155,012
5	2030	0	2031	0	13,630,000	2032	\$11.37	155,012
6	2031	0	2032	0	13,630,000	2033	\$11.37	155,012
7	2032	0	2033	0	13,630,000	2034	\$11.37	155,012
8	2033	0	2034	0	13,630,000	2035	\$11.37	155,012
9	2034	0	2035	0	13,630,000	2036	\$11.37	155,012
10	2035	0	2036	0	13,630,000	2037	\$11.37	155,012
11	2036	0	2037	0	13,630,000	2038	\$11.37	155,012
12	2037	0	2038	0	13,630,000	2039	\$11.37	155,012
13	2038	0	2039	0	13,630,000	2040	\$11.37	155,012
14	2039	0	2040	0	13,630,000	2041	\$11.37	155,012
15	2040	0	2041	0	13,630,000	2042	\$11.37	155,012
16	2041	0	2042	0	13,630,000	2043	\$11.37	155,012
17	2042	0	2043	0	13,630,000	2044	\$11.37	155,012
18	2043	0	2044	0	13,630,000	2045	\$11.37	155,012
19	2044	0	2045	0	13,630,000	2046	\$11.37	155,012
20	2045	0	2046	0	13,630,000	2047	\$11.37	155,012
	Totals	13,630,000		0		Future Value of Increment		3,100,241

Notes:
1) Tax rate shown is actual 2025/2026 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

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

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

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2047 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 3 - Cash Flow

Year	Projected Revenues		Projected Expenditures			Balances			Year
	Tax Increments	Total Revenues	MRO #1 2026 Industrial ¹ \$3,200,000	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2026		0		20,000	20,000	(20,000)	(20,000)	3,200,000	2026
2027		0		20,000	20,000	(20,000)	(40,000)	3,200,000	2027
2028	155,012	155,012	95,012	20,000	115,012	40,000	0	3,104,988	2028
2029	155,012	155,012	135,012	20,000	155,012	0	0	2,969,976	2029
2030	155,012	155,012	150,012	5,000	155,012	0	0	2,819,964	2030
2031	155,012	155,012	150,012	5,000	155,012	0	0	2,669,952	2031
2032	155,012	155,012	150,012	5,000	155,012	0	0	2,519,940	2032
2033	155,012	155,012	150,012	5,000	155,012	0	0	2,369,928	2033
2034	155,012	155,012	150,012	5,000	155,012	0	0	2,219,916	2034
2035	155,012	155,012	150,012	5,000	155,012	0	0	2,069,904	2035
2036	155,012	155,012	150,012	5,000	155,012	0	0	1,919,892	2036
2037	155,012	155,012	150,012	5,000	155,012	0	0	1,769,880	2037
2038	155,012	155,012	150,012	5,000	155,012	0	0	1,619,868	2038
2039	155,012	155,012	150,012	5,000	155,012	0	0	1,469,856	2039
2040	155,012	155,012	150,012	5,000	155,012	0	0	1,319,843	2040
2041	155,012	155,012	150,012	5,000	155,012	0	0	1,169,831	2041
2042	155,012	155,012	150,012	5,000	155,012	0	0	1,019,819	2042
2043	155,012	155,012	150,012	5,000	155,012	0	0	869,807	2043
2044	155,012	155,012	150,012	5,000	155,012	0	0	719,795	2044
2045	155,012	155,012	150,012	5,000	155,012	0	0	569,783	2045
2046	155,012	155,012	150,012	5,000	155,012	0	0	419,771	2046
2047	155,012	155,012	150,012	5,000	155,012	0	0	269,759	2047
Totals	3,100,241	3,100,241	2,930,241	170,000	3,100,241				Totals

Notes:

1) Assumed the development receives a 100% PAYGO incentive (net of administrative costs) up to a cap of \$3,200,000.

PROJECTED CLOSURE YEAR

LEGEND:

 CALLABLE MATURITIES

END OF EXP. PERIOD

SECTION 10:

Annexed Property

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

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

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

SECTION 12:

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

Zoning Ordinances

The proposed Plan is in general conformance with the Village's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

Master (Comprehensive) Plan and Map

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

Building Codes and Ordinances

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

SECTION 13:

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

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

SECTION 14:

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

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

SECTION 15:

List of Estimated Non-Project Costs

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

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

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

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

Legal Opinion Found on Following Page.



Office of the Village Attorney

June 29, 2026

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

Re: Project Plan for Tax Incremental District No. 21

Mr. Fitzgerald:

I reviewed the proposed Project Plan for Tax Incremental District No. 21 of the Village of Menomonee Falls (the "Project Plan") dated June 2, 2026. The Project Plan was reviewed by the Plan Commission on June 2, 2026 and recommended for approval. It is scheduled to be considered for adoption by the Village Board of Trustees by resolution on July 6, 2026.

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

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

Very truly yours,

VILLAGE OF MENOMONEE FALLS

A handwritten signature in black ink, appearing to read "A. C. Koenings", with a long horizontal flourish extending to the right.

Adam C. Koenings
Village Attorney

SECTION 17:

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

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2025/26 levy year.

Revenue Year	Waukesha County	Village of Menomonee Falls	School District of Menomonee Falls	Waukeha County Area Technical College	Total	Revenue Year
2028	17,268	47,847	86,545	3,352	155,012	2028
2029	17,268	47,847	86,545	3,352	155,012	2029
2030	17,268	47,847	86,545	3,352	155,012	2030
2031	17,268	47,847	86,545	3,352	155,012	2031
2032	17,268	47,847	86,545	3,352	155,012	2032
2033	17,268	47,847	86,545	3,352	155,012	2033
2034	17,268	47,847	86,545	3,352	155,012	2034
2035	17,268	47,847	86,545	3,352	155,012	2035
2036	17,268	47,847	86,545	3,352	155,012	2036
2037	17,268	47,847	86,545	3,352	155,012	2037
2038	17,268	47,847	86,545	3,352	155,012	2038
2039	17,268	47,847	86,545	3,352	155,012	2039
2040	17,268	47,847	86,545	3,352	155,012	2040
2041	17,268	47,847	86,545	3,352	155,012	2041
2042	17,268	47,847	86,545	3,352	155,012	2042
2043	17,268	47,847	86,545	3,352	155,012	2043
2044	17,268	47,847	86,545	3,352	155,012	2044
2045	17,268	47,847	86,545	3,352	155,012	2045
2046	17,268	47,847	86,545	3,352	155,012	2046
2047	17,268	47,847	86,545	3,352	155,012	2047
Totals	345,366	956,940	1,730,903	67,031	3,100,241	

**VILLAGE OF MENOMONEE FALLS
RESOLUTION NO. ____-R-26**

**A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 21,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
VILLAGE OF MENOMONEE FALLS, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 21 (the "District") is proposed to be created by the Village as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

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

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

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

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 2, 2026 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

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

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 21, Village of Menomonee Falls", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2026.
3. The Village Board finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 and has been zoned for industrial use.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.
 - (e) That there are no parcels to be included within the District that were annexed by the Village within the preceding three-year period.
 - (f) The Village estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
 - (h) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.
4. The Project Plan for "Tax Incremental District No. 21, Village of Menomonee Falls" (see Exhibit B) is approved, and the Village further finds the Plan is feasible and in conformity with the master plan of the Village.

BE IT FURTHER RESOLVED THAT the Village Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

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

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 6th day of July, 2026.

By: _____
Jeremy Walz, Village President

Attest: _____
Amy Dishinger, Village Clerk

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 21
VILLAGE OF MENOMONEE FALLS**

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]



Village Board - Regular

8. a.

Meeting Date: 07/06/2026
Topic: Agreement (AIA Document A133-2019) for Construction Manager as Constructor for the Public Safety Training Center, Project No. 20023.
From: Tom Hoffman, Asst. Village Manager/Director of Public Works & Engineering
Department: Engineering Services
Date of Committee Action (if required): 07/06/2026
Date of Village Board Action (if required): 07/06/2026

Information

Subject:

Consideration of an Agreement (AIA Document A133-2019) with General Conditions between the Village of Menomonee Falls and Riley Construction Company Inc. for Construction Manager as Constructor for the Public Safety Training Center, Project No. 20023.

Background Information:

The Village of Menomonee Falls, WI (Village) is proposing to construct a new Public Safety Training Center for the Police Dept and Fire Dept on the site of former Fire Station 4 located at the corner of Main Street and Executive Parkway in the Village of Menomonee Falls. The current training facilities are outdated and in poor condition. The new Public Safety Training Center would allow the Police Dept and Fire Dept to train safely with modern training techniques and the use of technology. The new police vehicle storage would also be constructed on the site which would allow for additional storage, outside storage and the ability to store larger vehicles.

The Village has hired FGM Architects to provide design services which shall include architectural design, structural engineering design, mechanical, electrical, plumbing (MEP) design, interior design, and telecommunication design, and security systems design.

The Village has two (2) methods of project delivery available for construction of the proposed Public Safety Training Center with one method being to publicly bid the work under a general contractor format once all of the plans and specifications for the project have been completed. This is a traditional form of municipal project delivery and works well for standard construction projects. Due to the Village's past experience with building construction and the size and complexity of the Public Safety Training Center Project, staff is recommending the Construction Manager as Constructor form of project delivery. Under this form of project delivery, the Village selects a construction management firm during the design phase of the

project to provide professional construction management services. The construction manager reviews the construction documents, makes recommendations to find the most economical way to build the project, assists the Village in preparing the final construction documents for trade subcontractor bidding and assumes direct control of the trade subcontracts following the public bidding and award of the subcontracts by the Village. The Construction Manager is also responsible for overall delivery of the project within a guaranteed maximum price. Following public bidding and award of the trade subcontracts by the Village, it is our intent to immediately assign these trade subcontracts to the Construction Manager and to establish the Construction Manager's guaranteed maximum price for construction of the project.

The Village utilized this Construction Manager form of project delivery for the Municipal Building, Library and Centralized Public Works Facility.

Key Issues for Consideration:

To select a Construction Manager, the Village solicited proposals from five (5) Construction Management firms qualified to provide Construction Management Services for the Public Safety Training Center Project. The firms that were contacted included JP Cullen, Kraus-Anderson, J.H. Hassinger, Moore Construction and Riley Construction. Proposals for Construction Manager Services were received from and reviewed by the Village's Selection Panel.

Our Construction Manager selection review panel included Village Manager, Mark Fitzgerald, Asst. Village Manager/Director of Public Works, Tom Hoffman, Police Chief, Mark Waters, Asst Police Chief, Eugene Neyhart and Fire Chief, Joe Pulvermacher. The review panel evaluated each proposal based on qualifications of the firm, experience with similar projects, qualifications of the individual team members, project approach, cost controls, project schedule, project budget, project safety and price proposal (Fee).

Based upon a unanimous selection by the review panel, we recommend Village Board approval an Agreement with Riley Construction Company Inc to provide Construction Management Services for the Public Safety Training Center Project.

Action By Committee or Village Board:

Staff recommends that the Village Board approve the Agreement (AIA Document A133-2019) with General Conditions between the Village of Menomonee Falls and Riley Construction Company Inc. for Construction Manager as Constructor for the Public Safety Training Center, Project No. 20023.

Attachments

PSTC A133-2019 1
PSTC A133-2019 Exhibit A 1
PSTC A133-2019 Exhibit B 1
PSTC A133-2019 Exhibit C 1
PSTC A133-2019 Exhibit D 1
PSTC A201-2007 Gen Cond 1

DRAFT AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:

Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

and the Construction Manager:
(Name, legal status, address, and other information)

Riley Construction Company Inc.
5301 99th Avenue
Kenosha, WI 53144

for the following Project:
(Name, location, and detailed description)

Public Safety Training Center
W137 N8777 Executive Parkway
Menomonee Falls, WI 53051

The Architect:
(Name, legal status, address, and other information)

FGM Architects Inc.
219 North Milwaukee Street
Suite 325
Milwaukee, WI 53202

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of the construction of a new Village Public Safety Training Center located on the property located at W134 N8776 Executive Parkway, Village of Menomonee Falls at the intersection of Main Street (STH 100) & Executive Parkway. This is a new facility which will accommodate the training needs of the Village's Police and Fire Departments. It will consist of construction of a 29,137 SF single story slab on grade building with training classroom with offices, indoor gun range with ancillary functions, DAAT training room, fire scenario training, locker room, fire apparatus bay with ancillary functions, building MEP's, evidence storage, site improvements and site utilities.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

\$12,865,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Project Bidding Aug 26, 2026

- .2 Construction commencement date:

October 2026

- .3 Substantial Completion date or dates:

November 2027

- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Thomas M. Hoffman, PE
Director of Public Works/Asst Village Manger
Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051
262-532-4415
thoffman@menomoneefalls.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Terracon
4900 S. Pennsylvania Ave
Suite 100
Cudahy, WI 53110-1347

.2 Civil Engineer:

RA Smith
Troy Hartjes, PE
W62N588 Washington Avenue
Suite 201
Cedarburg, WI 53012-2074

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Special Inspection Firm

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Andrew Mayo
FGM Architects, Inc.
219 North Milwaukee Street
Milwaukee, WI 53202
414-346-7284
andrewmayo@fgmarchitects.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

« »

« »

« »

« »

« »

« »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« »

§ 1.1.15 Other Initial Information on which this Agreement is based:

THE CONSTRUCTION MANAGER SHALL ASSIST THE ARCHITECT IN PREPARING THE BID SPECIFICATION AND REQUIREMENTS FOR THE CONTRACTS UNDER THE BID REQUIREMENTS OF THE WISCONSIN STATUTES. ALL OF THE CONTRACTS FOR THE PROJECT WILL BE AWARDED BY THE OWNER PURSUANT TO THE BIDDING REQUIREMENTS OF THE WISCONSIN STATUTES AND SOME OR ALL OF THEM WILL BE ASSIGNED TO THE CONSTRUCTION MANAGER BY THE OWNER. THE CONSTRUCTION MANAGER WILL HOLD THE ASSIGNED CONTRACTS AND ASSUME CONSTRUCTION RESPONSIBILITY FOR THAT PORTION OF THE PROJECT. THE CONSTRUCTION MANAGER SHALL TAKE SUCH STEPS AS MAY BE NECESSARY TO ACHIEVE SATISFACTORY PERFORMANCE FROM EACH CONTRACTOR. FOR THOSE CONTRACTS THAT ARE NOT ASSIGNED TO THE CONSTRUCTION MANAGER, THE CONSTRUCTION MANAGER'S OBLIGATION UNDER THIS AGREEMENT SHALL BE TO MANAGE THOSE CONTRACTS AND PERFORM ALL OF THE OBLIGATIONS OF THE CONSTRUCTION MANAGER, DESCRIBED IN THIS AGREEMENT, EXCEPT FOR THE CONSTRUCTION RESPONSIBILITIES ASSOCIATED WITH THAT WORK AND EXCEPT THAT WORK SHALL NOT BE INCLUDED IN THE GUARANTEED MAXIMUM PRICE.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, such agreement shall be made in writing and thereafter both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design development documents and other design criteria prepared by the Architect and Owner, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If

the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. Any estimates provided by the Construction Manager under this provision are estimates only and do not contemplate specific design plans and specifications, except to the extent expressly indicated in the estimate.

§ 3.1.6.2 As the Architect progresses with the finalizing of the Design Development documents and preparation of the Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, *price escalation, and market conditions*, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the finalizing of the Design Development documents and preparation of the Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall use reasonable efforts to develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 When the Drawings and Specifications are sufficiently complete, as determined by the Owner, and following the Owner's award of all contracts bid in compliance with Wisconsin Statutes, the Construction Manager shall propose a Guaranteed Maximum Price ("GMP") which shall be the sum of the Cost of Work identified within Article 7, the Construction Manager's Fee, insurance costs, bond costs, and other sums the Construction manager believes are necessary for the Project. The GMP shall be set forth in the form of the GMP Amendment that is attached to this Agreement as Exhibit A. THE GUARANTEED MAXIMUM PRICE SHALL EXCLUDE THE WORK BEING PREFORMED BY OWNER'S SEPARATE CONTRACTORS AND MANAGED BY THE CONSTRUCTION MANAGER.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, after bids have been received by the Owner, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 Any savings below the Guaranteed Maximum Price that may result at Final Completion of the Project shall accrue to the Owner.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2007.

§ 3.3.2.3 Bi-Weekly Report

The Construction Manager shall record the progress of the Project. On a bi-weekly basis, or otherwise as agreed to by the Owner, including, but not limited to, records of all subcontracts, material orders, shop drawings, samples, and any other related documents and revisions to such documents which arise out of this Agreement or the Work. The Construction Manager shall also provide, each month, a cost status report, indicating the budget allocation, current estimates or costs, base and total commitment, approved and pending change orders, the remaining funds for each item on each phase of the Project and such other items as the Owner may reasonably request. The Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information requested by the Construction Manager in a timely manner regarding the requirements of the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2. Intentionally Deleted

§ 4.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner though shall also exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The amounts paid for preconstruction services shall be deducted from the compensation payable to Construction Manager for construction phase services.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments on undisputed amounts are due and payable twenty-five (25) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid ten (10) days after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the project is located.

« » % « »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

2.95% of Construction costs where the Construction Manager is also the Constructor.

2.95% of Construction costs where the Construction Manager is not the Constructor.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and Contract Sum as a result of changes in the Work.

§ 6.3.1.1 Intentionally Deleted

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 Intentionally Deleted

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior written approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or at off-site workshops, if applicable, together with associated cost of benefits and overhead in accordance with the rate schedule attached hereto as **Exhibit C** attached hereto, which rate schedule is subject to adjustment each June.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work.

§ 7.2.2.1 Costs incurred for the Construction Manager's management personnel, identified in Exhibit C, when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be in accordance with the Rental Schedule attached as **Exhibit D**. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager’s list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve

the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect and the Owner by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment and the associated Lien Waivers are received by the Architect and the Owner not later than the 5th day of a month, the Owner shall make payment of the undisputed amount certified to the Construction Manager not later than the 25th day of the month. If an Application for Payment is received by the Architect and the Owner after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect and the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit duly executed and acknowledged sworn statements showing all subcontractors with whom the Construction Manager has contracts, the amount of each such subcontract and the amount requested for a subcontractor in the Application for Payment, and the amount to be paid to the subcontractor from the Progress Payment, together with similar sworn statements from all subcontractors and, where appropriate, from lower tier subcontractors; (1) such evidence as may be necessary to demonstrate costs incurred or to be incurred by the Construction Manager on account of the Cost of the Work during the month; (2) duly executed mechanic's and material supplier lien waivers from the Construction Manager and all subcontractors for payment requested in the Application for Payment; and (3) such other information, documentation and materials as the Owner or its title company may require.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values plus any portion allocable to start-up or mobilization costs for such portion of the Work;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Maximum of 5% of the pay estimates until the project is 50% complete. No additional retainage shall be held unless the Owner certifies that the project is not proceeding satisfactorily.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 *Intentionally Deleted*

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3** a final Certificate for Payment has been issued by the Architect and the Owner in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 20 days the following:

Final Payment shall be made after all of the following shall have been completed: (i) full lien waivers have been delivered to the Owner from the Construction Manager, all Subcontractors and Suppliers; and (ii) a written determination has been made by all necessary governmental entities, confirming that the project has been completed in accordance with applicable building codes, provided that final payment shall not be delayed if the delay in issuance of the final certificate of occupancy is not due to the Construction Manager's fault or failure to comply with this Agreement, provided final completion has otherwise been achieved.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 Intentionally Deleted

§ 12.2 Binding Dispute Resolution

For any Claim subject to resolution, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination.

§ 13.1.5 *Intentionally Deleted*

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000) for each occurrence, (\$ 2,000,000) for general aggregate and (\$1,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$2,000,000) per claim.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Excess Liability	\$5,000,000 (Project Based)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2007, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

§ 14.5.1 Construction Manager Responsibilities for Direct Purchases.

The Owner reserves the right to purchase directly, materials, equipment and supplies to maximize the tax benefits to the Owner. For any item purchased by the Owner, the gross price of the item, excluding sales or use tax that would have been applicable to the item if not purchased by the Owner, shall be charged to the GMP. The Construction Manager shall act as the Owner's agent for the purpose of procuring the Direct Purchases under the following procedures:

§ 14.5.1.2 The Owner shall provide Construction Manager with Owner Purchase Order forms reflecting that the procurement of Direct Purchases is being made by the Owner. Construction Manager shall undertake bidding, consistent with the procedures for bidding set forth in subparagraph 2.3.2, for the procurement of Direct Purchases as Owner's agent in a manner which will bind the Owner as principal, identify the Owner as purchaser to the supplier and specifically identify the item or items which comprise each of the Direct Purchases.

§ 14.5.1.3 Construction Manager shall be responsible for coordinating and arranging delivery of all Direct Purchases to the Project Site (or to such other location as Construction Manager requires to assist in completion of components for later delivery to the Project Site) on a timely basis. In all deliveries, legal title to the Direct Purchases shall pass directly from any Supplier to the Owner. At no time will the Construction Manager be the legal owner of the Direct Purchases.

§ 14.5.1.4 Upon delivery to the Project Site (or any other location designated by Construction Manager), the Construction Manager shall examine and inspect the Direct Purchases to determine that they are acceptable and in conformance with the requirements of the Contract Documents. If the Construction Manager determines that there is any defect or deficiency, it shall immediately notify the Owner and, as the Owner's agent, shall have the responsibility of obtaining any necessary adjustment or replacement from the supplier.

§ 14.5.1.5 The Construction Manager shall prepare billing instructions to the suppliers directing that their Payment Requests be addressed and forwarded directly to the Owner and shall review all Payment Requests submitted for Direct Purchases, recommend which of them should be paid, and assist in resolving any billing disputes. The Construction Manager shall separately identify the Direct Purchases recommended for payment at the same time it submits its Payment Requests to the Owner's Representative. The Owner will directly pay suppliers for all Direct Purchases.

§ 14.5.1.6 As part of the consideration received under this Agreement, Construction Manager agrees that it will cause the appropriate Contractor to install any replacement materials provided by vendors, suppliers or manufacturers within a period of the applicable warranty period. Such responsibility relates to installation only and, by agreeing to perform this service, Construction Manager in no way assumes any responsibility for defects or other deficiencies in the materials, unless such defect or deficiency is due to negligence by the Construction Manager in performing its duties under the Contract.

§ 14.5.3

The Construction Manager is a large contractor who possess a high level of experience and expertise in the business of administration and construction management of projects of the size, complexity and nature of this particular project involving, among other things, the Work described in the RFP.

§ 14.5.4

The Construction Manager's Project schedule shall provide a breakdown of all Work and events required to be performed in conjunction with the Project, indicated the proposed duration and sequencing for Substantial Completion. The Construction Manager shall identify whether any Work or event is dependent upon the work of its own forces or on those of the Owner or other material suppliers. The failure to list any Work or activity on the Project schedule or to perform any other duty required by the Contract Documents relating to them shall not be the basis of a claim for a delay by the Construction Manager.

Weekly updates of the Project schedule shall be prepared by the Construction Manager and submitted to the Owner's Representative. At a minimum, the update shall specify whether the Project is on schedule and, if not, the reasons why not and the Construction Manager's recommendations as to how to meet the schedule. Each subsequent update shall also include a breakdown of major activities to be performed by the Construction Manager and each subcontractor and material supplier involved in the Project, and all activities required for development, monitoring and updating the Project schedule. The Construction Manager shall deliver a copy of the Project schedule initially approved by the Owner's Representative, to the Owner and the suppliers then identifies, all material suppliers all subcontractors and other persons performing on the Project.

The Construction Manager shall promptly give notice to the Owner's Representative of the failure of any person to provide information or cooperation which is required to achieve Project schedule requirements. Failure of the Construction Manager or supplier to furnish data or to cooperate in good faith may be the basis for a termination for cause under the procedures set for in the Agreement. If there is a failure on the part of any person to cooperate or coordinate its work with those of others, each shall be responsible for its own costs to recapture any delay caused by the failure.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement, as amended, Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, as amended, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, as amended, Insurance and Bonds
- .4 AIA Document A201™-2007, as amended, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

« »

- .6 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Jeremy Walz, Village President

Amy Dishinger, Village Clerk

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

AIA® Document A133® – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year Two Thousand Twenty-Six, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of « » in the year Two Thousand Twenty-Six (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Public Safety Training Center
W137 N8777 Executive Parkway
Menomonee Falls, WI 53051

THE OWNER:
(Name, legal status, and address)

Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Riley Construction Company Inc.
5301 99th Avenue
Kenosha, WI 53144

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of execution of this Amendment.

☐ [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

« »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jeremy Walz, Village President

Amy Dishinger, Village Clerk

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A133® – 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « » day of « » in the year Two Thousand Twenty-Six (In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Public Safety Training Center
W137 N8777 Executive Parkway
Menomonee Falls, WI 53051

THE OWNER:
(Name, legal status, and address)

Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Riley Construction Company Inc.
5301 99th Avenue
Kenosha, WI 53144

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ ☐
- [☐] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ ☐
- [☐] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ ☐
- [☐] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ ☐
- [☐] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ ☐
- [☐] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ ☐
- [☐] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.
- ☐ ☐

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [☐] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
- (Indicate applicable limits of coverage or other conditions in the fill point below.)*

☐ ☐

[« »] § B.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ 2,000,000) each occurrence, (\$ 4,000,000) general aggregate, and (\$ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than (\$ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits (PER WISCONSIN STATUTORY LIMITS).

§ B.3.2.6 Employers' Liability with policy limits not less than (\$ 1,000,000) each accident, (\$ 1,000,000) each employee, and (\$ 1,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ 5,000,000) per claim and « » (\$ « ») in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager

shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [☐] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

- [☐] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- [☐] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [☐] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [☐] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

- [☒] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Umbrella Excess Liability

Limits

\$5,000,000 (Project Based)

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Payment Bond

Penal Sum (\$0.00)

Equal to the Contract Price through Final

Performance Bond

Payment
Equal to the Contract Price through Final
Payment

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

EXHIBIT "C"



MILWAUKEE & WAUKESHA COUNTY

RILEY CONSTRUCTION COMPANY

LABOR RATES

DATES EFFECTIVE 6/1/26 - 5/31/27

CLASSIFICATION	INVOICED RATES		
	ST	OT	DT
Sr. Superintendent	167.06	250.58	334.11
Superintendent	150.67	226.00	301.33
Project Foreman	135.46	203.19	270.92
Carpenter Foreman	131.86	197.79	263.72
Carpenter Sub-Foreman	127.48	191.22	254.96
Carpenter	123.12	184.68	246.24
Mason Foreman	133.66	200.49	267.32
Mason Sub-Foreman	129.05	193.58	258.10
Mason	124.44	186.66	248.88
Cement Finisher Foreman	126.47	189.71	252.94
Cement Finisher Sub-Foreman	121.14	181.71	242.28
Cement Finisher	115.82	173.73	231.64
Laborer Foreman	105.59	158.39	211.18
Laborer	103.79	155.69	207.58
Laborer Mason Tender	104.80	157.20	209.60
Shop	73.16	109.74	109.74
Intern	56.28	84.41	84.41
Project Executive	197.19	197.19	197.19
Risk Manager	169.26	169.26	169.26
Senior Project Manager	169.26	169.26	169.26
Senior Project Estimator	169.25	169.25	169.25
Safety Manager	169.26	169.26	169.26
ConTech Project Manager	169.26	169.26	169.26
Preconstruction Manager	152.33	152.33	152.33
QC Manager	152.33	152.33	152.33
Project Manager	135.40	135.40	135.40
Project Estimator	135.40	135.40	135.40
Senior Safety Specialist	135.40	135.40	135.40
Project Engineer	108.32	108.32	108.32
Safety Specialist	108.32	108.32	108.32
Field Technology Specialist	108.32	108.32	108.32
VDC Engineer	108.32	108.32	108.32
Project Coordinator	88.19	132.28	132.28
Project Accountant	88.19	88.19	88.19

All rates subject to change on June 1st of each year

EXHIBIT "D"

Time and Material Equipment Rates

June 1st, 2026 - May 31st 2027

ID	EQUIPMENT BILLING RATE PER	HOURLY	DAY	WEEK	MONTH	OTHER
40	CELL PHONES	\$ 0.75				
41	TECHNOLOGY	\$ 5.14	\$ 41.13			
42	GC PAY				\$ 190.00	
43	PROCORE				\$ 475.00	
TRUCKS						
101	LARGE DELIVERY TRUCK	\$ 87.55				
102	SMALL DELIVERY TRUCK	\$ 46.35				
103	TRUCK / AUTO ALLOWANCE	\$ 14.73	\$ 117.76			
108	DELIVERY TRAILER	\$ 41.20				
110	CARGO TRAILER		\$ 36.05			
TRAILERS						
104	OFFICE TRAILER				\$ 1,900.00	
106	SEA CONTAINER		\$ 195.00	\$ 310.00	\$ 625.00	
107	CREW TRAILER				\$ 600.00	
LIFT & EXCAVATING EQUIPMENT						
201	LARGE TELEHANDLER		\$ 793.01	\$ 2,104.45	\$ 4,927.04	
206	UNILoader		\$ 496.42	\$ 1,390.16	\$ 3,227.20	
208	JCB		\$ 482.92	\$ 1,198.16	\$ 2,710.25	
209	FORK HOOK		\$ 51.00	\$ 105.00	\$ 255.00	
210	LIFTING JIB		\$ 75.00	\$ 195.00	\$ 500.00	
211	LARGE STONE CLAMP		\$ 10.00	\$ 40.00	\$ 200.00	
212	SMALL STONE CLAMP		\$ 8.00	\$ 35.00	\$ 150.00	
213	UNILoader ATTACHMENT SWEEPER		\$ 163.95	\$ 452.49	\$ 1,147.63	
214	UNILoader ATTACHMENT AUGER		\$ 142.09	\$ 409.87	\$ 1,041.61	
215	UNILoader ATTACHMENT BREAKER		\$ 249.34	\$ 724.09	\$ 2,128.38	
CONCRETE EQUIPMENT						
307	AIR COMPRESSOR		\$ 210.55	\$ 545.53	\$ 1,240.36	
309	SOFT CUT SAW		\$ 177.14	\$ 488.69	\$ 1,222.17	
310	FINISHING MACHINE - RIDING		\$ 262.96	\$ 704.12	\$ 1,877.65	
311	FINISHING MACHINE - WALK BEHIND		\$ 108.73	\$ 316.62	\$ 739.36	
313	COMPACTOR		\$ 99.26	\$ 351.01	\$ 988.55	
314	VIBRATOR		\$ 60.64	\$ 202.42	\$ 525.23	
316	VIBRATING SCREED		\$ 94.94	\$ 251.76	\$ 641.70	
401	SYMONS FORMS PER SQUARE FOOT		\$ 0.14			
841	CONCRETE BUGGY		\$ 152.37	\$ 479.40	\$ 1,156.70	
SCAFFOLDING						
500	24' HYDRO MOBILE POWER UNIT				\$ 3,100.00	
503	PLANK		\$ 1.50		w/ max of 1 month per Plank	
504	CANTILEVER / RETURN				\$ 355.00	
506	SCAFFOLD RINGS		\$ 1.75			
512	HYDRO WINTER ENCLOSURES		\$ 3.50			
513	HOG LEG KIT			\$ 15.00	\$ 60.00	
514	HOG LEG EXTENSION KIT			\$ 11.25	\$ 45.00	

Time and Material Equipment Rates
June 1st, 2026 - May 31st 2027

516	5' HYDRO TOWER				\$ 60.00	
MASONRY EQUIPMENT						
507	MORTAR/CONCRETE MIXER		\$ 105.00	\$ 350.00	\$ 900.00	
508	MASONRY BLOCK SAW		\$ 72.17	\$ 218.26	\$ 530.43	
511	GROUT HOG		\$ 262.50	\$ 735.00	\$ 2,310.00	
MISC. EQUIPMENT						
703	GENERATOR		\$ 70.75	\$ 225.01	\$ 596.43	
704	WELDER		\$ 134.06	\$ 338.01	\$ 816.79	
802	BARRICADES		\$ 6.00	\$ 15.00	\$ 44.00	
804	EXHAUST FAN		\$ 25.20	\$ 73.50	\$ 211.05	
806	PANEL LIFT		\$ 45.00	\$ 179.00	\$ 366.00	
809	INSULATED BLANKET		\$ 7.50		w/ max of 1 month per Blanket	
810	AIR QUALITY TESTER		\$ 178.00	\$ 360.00	\$ 720.00	
811	TRASH CHUTE (per section)				\$ 215.00	
812	HEPA FILTER		\$ 200.00	\$ 400.00	\$ 800.00	
813	TURBO STRIPPER		\$ 301.00	\$ 953.00	\$ 2,436.00	
814	CARPET PULLER		\$ 300.00	\$ 900.00	\$ 2,700.00	
815	RAPTOR FALL PROTECTION		\$ 50.00	\$ 95.00	\$ 300.00	
816	FIREPROOF SPRAYER		\$ 128.58	\$ 394.58	\$ 1,122.90	
817	SAFETY GATE SYSTEMS		\$ 7.00	\$ 17.00	\$ 51.00	
818	POWER/PRESSURE WASHER		\$ 141.86	\$ 454.15	\$ 1,152.61	
820	AIR COOLER AC UNIT		\$ 220.00	\$ 470.00	\$ 835.00	
821	EDGE PANELS		\$ 0.40			
822	ELECTRIC WATER PUMP		\$ 48.00	\$ 233.00	\$ 545.00	
823	GANG BOXES w/TOOLS		\$ 33.60	\$ 84.00	\$ 210.00	
824	GONDOLAS		\$ 38.00	\$ 76.00	\$ 210.00	
825	DUMP HOPPER		\$ 85.00	\$ 205.00	\$ 452.00	
826	THEODOLITE		\$ 65.00	\$ 125.00	\$ 380.00	
827	GRADE LASER		\$ 135.00	\$ 350.00	\$ 930.00	
828	LASER SCANNER		\$ 1,100.00			
830	TOTAL STATION		\$ 350.00	\$ 1,400.00	\$ 4,200.00	
831	WARNING LINE POSTS		\$ 3.00	\$ 7.00	\$ 13.00	
832	PARAPIT WALL BRACKET		\$ 2.00			
833	ELECTRIC CONCRETE BREAKER		\$ 99.00	\$ 255.00	\$ 915.00	
834	TOYOTA FORKLIFT		\$ 385.00	\$ 865.00	\$ 2,295.00	
835	ADJUSTA STAIRS				\$ 800.00	
836	HP SITEPRINT ROBOT		\$ 1,800.00			
838	UTV		\$ 150.00	\$ 375.00	\$ 975.00	
839	GANG BOXES w/TECHNOLOGY		\$ 35.00			
840	1 YARD CONCRETE BUCKET		\$ 55.00	\$ 155.00	\$ 415.00	
	EQUIPMENT FUEL CHARGES					current gas prices

All rates subject to change annually on June 1st due to market conditions

DRAFT AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Public Safety Training Center
W137 N8777 Executive Parkway
Menomonee Falls, WI 53051

THE OWNER:

(Name, legal status and address)

Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

THE ARCHITECT:

(Name, legal status and address)

FGM Architects Inc.
219 North Milwaukee Street
Suite 325
Milwaukee, WI 53202

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form.

An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, these A201 General Conditions, as modified (“General Conditions”), and other conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, attachments to any of the foregoing, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding requirements. In the case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Contractor shall immediately upon discovery, submit the matter to the Owner for clarification. The Owner’s clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time and/or Contract Price pursuant to Articles 7 and 8 or dispute resolution in accordance with Article 15. Where figures are given, they shall be preferred to scaled dimensions. Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with their well-known meanings. In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written Modifications to this Agreement; (b) this Agreement; (c) drawings (large scale governing over small scale), specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner; and (f) other documents listed in the Agreement. Among categories of documents having the same order of precedence, the terms or provisions that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect and the Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties.

§ 1.1.3 THE WORK

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project. The Work includes all labor, parts, supplies, skill supervision, transportation, services, other facilities and other items of cost or value necessary, proper or incidental to carry out and fully complete the terms of the Contract Documents.

Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by the Contractor as if shown or mentioned in both. The Drawings and Specifications indicate the general scope of the Project in terms of the architectural design concept, quality level of the Project in general, dimensions of the building area, type of structural, mechanical, electrical and the utility systems and major architectural elements of construction. The Drawings and Specifications do not necessarily indicate or describe all items of labor or materials required for full performance and completion of the Work, and all such labor and materials reasonably inferable from the Contract Documents shall be provided by Contractor as part of the Work. It is intended that the Work shall be of first-class construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described or implied in the portion of the Work to be performed, or reasonably inferable from the Contract Documents, and required by applicable Laws and Regulations for the Work as designed and specified in the Contract Documents or reasonably necessary to make the systems expressly identified in the Contract Documents operational in accordance with the Contract Documents. Nothing in this Section shall require the Contractor to furnish work, materials, equipment or systems that result from design errors, omissions, inconsistencies or scope not reasonably inferable from the Contract Documents. Any omissions, conflicts, ambiguities or discrepancies shall be addressed in accordance with Section

1.1.1, and the Contractor shall be entitled to an equitable adjustment of the Contract Time and/or Contract Sum as provided elsewhere in the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings, which may also be referred to herein as Plans, are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the Owner.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 Deleted. Interpretation, precedence, and reconciliation of the Contract Documents shall be governed by Section 1.1.1.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices reasonably necessary for their proper installation and operation in accordance with the Contract Documents shall also be provided, but not including manufacturers' options on any particular device specified in the Contract Documents unless expressly required by the Contract Documents. Nothing in this Section shall require the Contractor to furnish work, materials, equipment, or systems resulting from design errors, omissions, inconsistencies, or scope not reasonably inferable from the Contract Documents. References to standards, codes, manufacturer's published installation instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply. If compliance with applicable standards, codes, manufacturers' published installation instructions, or guarantees requires work that is inconsistent with or materially expands the requirements of the Contract Documents, the Contractor shall promptly notify the Owner pursuant to Section 1.1.1 before proceeding, and any resulting adjustment to the Work shall be addressed in accordance with the applicable provisions of the Contract Documents.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights. All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain the property of the Owner

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 1.5.3 Contractor shall indemnify, hold harmless and defend Owner and Architect against any claim, loss, damage or injury to the extent resulting from Contractor’s or Subcontractor’s or Sub-subcontractor’s: (1) unauthorized use of the Instruments of Service; or (2) use of the Instruments of Service on any other project. This indemnity obligation shall include the reasonable attorneys’ fees incurred in defending third-party claims subject to this section. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers may retain the copies of the Instruments of Service that have been provided to them.

§ 1.5.4 STANDARD OF CARE. Contractor shall prosecute the Work in a good and workmanlike manner, continuously, except as otherwise permitted or excused by the Contract Documents, and diligently in accordance with generally accepted standards of construction management and practice for construction of projects similar to the Project, using qualified, careful, and efficient workers and in conformity with the provisions of the Contract Documents.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

The parties intend to transmit Instruments of Service and other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative. The presence of the Owner or the Architect at the Project site does not imply acceptance or approval of the Work. **§ 2.1.2** The Owner shall furnish to the Contractor prior to the execution of the Agreement, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Intentionally Omitted.

§ 2.2.2 Except for permits, plan approvals for design/build portions of the Work and fees that are the express responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Where information or services from the Owner or Architect is required, the Contractor shall promptly notify the Architect, with a copy to the Owner, of the particular need. Failure to provide such notice shall be considered in determining the extent to which any resulting delay or additional cost could have been avoided, but shall not constitute a waiver of the Contractor's rights or Claims otherwise preserved under the Contract Documents, including Article 15.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work that is not in material accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in material accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.3.2 If suspension of the Work is warranted by reason of unforeseen conditions which are likely to adversely affect the quality of the Work, if the Work were continued, the Owner may suspend the Work by written notice to the Contractor. In such event, the Contract Time and the Contract Sum shall be adjusted in accordance with Article 15. If Contractor, in its reasonable judgment, believes that suspension is warranted by reason of unforeseen circumstances which may adversely affect the quality of the Work, if the Work were continued, Contractor shall immediately notify Owner and Architect.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in material accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with reasonable diligence and promptness, the Owner may, after an additional five (5) day written notice during which the Contractor failed to commence and continue correction of such default or neglect, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor and Architect shall be reasonable. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.2 After the Work is complete, the Owner may make emergency repairs to the Work reasonably necessary to prevent imminent injury to persons or further material damage to the Work or other property if necessary to prevent further damage, or if the Contractor does not promptly acknowledge the notice and, where reasonably practicable under the circumstances, commence corrective action to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for the reasonable and documented cost of repairs, to the extent the reason for the repairs is a defect in the Work for which Contractor is responsible under the Contract Documents. If payments then or thereafter due the Contractor are not sufficient to cover the costs, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. . The relationship of Contractor to Owner shall be that of an independent contractor. Nothing shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized

representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents, in a good and workmanlike manner and in accordance with all applicable permits, laws, rules, codes, regulations and ordinances.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor represents that Contractor, after examining and investigating the Project site, the Drawings and Specifications and all other Contract Documents, and after making all other reasonable investigations and all requests that a prudent contractor would make for additional data, Contractor is familiar with (i) all phases of the Work as reflected in the Drawings and Specifications, (ii) the character, quality and approximate quantity of materials to be used, (iii) the character of construction equipment and facilities needed, both preliminary to and during the prosecution of the Work, (iv) the general and local weather conditions, and (v) to the extent reflected in site condition reports and any other reports provided to Contractor, or reasonably inferable from such documents, the condition of the soil and subsurface conditions of the Project site and all improvements and structures located thereon. Neither any oral representation by or oral agreement with any officer, agent, or employee of Owner or Architect before execution of the Contract Documents shall affect or modify any of Contractor's rights or obligations. To Contractor's actual knowledge as of the date of execution of the Agreement, Contractor is not aware of any material discrepancies between information furnished by the Owner and Contractor's observations made during its reasonable pre-contract site investigation, and if, during the course of the performance of the Work, Contractor learns of any such facts, it will advise Owner and Architect of such information, and a Change Order, Construction change Directive or minor change in the Work may be issued to the extent necessary pursuant to the A133 Agreement and these General Conditions.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall make reasonable efforts to observe any conditions at the site affecting it. Any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Architect and the Owner. Except for design/build documents prepared by Contractor or Subcontractors, Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized the error, inconsistency or omission and failed to report it. Nothing in this Section shall require the Contractor to verify the adequacy, completeness, or accuracy of the design or assume responsibility for errors, omissions, or inconsistencies in the Contract Documents except to the extent the Contractor has a duty to report matters recognized pursuant to this Section.

§ 3.2.3 The Contractor shall promptly report to the Architect any nonconformity with respect to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities discovered by or made known to the Contractor as a request for information in such form as the Architect may require. Contractor shall complete all Work in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations and orders of public authorities which govern the Work.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's commercially reasonable skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and

procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents or other written direction from the Owner give other specific instructions concerning these matters. If the Contract Documents or other written direction from the Owner give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Owner or the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Notwithstanding the foregoing, the Contractor shall not be responsible for the inspection of the condition of any pre-existing structures unless expressly required by the Contract Documents.

§ 3.3.4 Before ordering any material or doing any Work, the Contractor shall verify all field dimensions and existing conditions reasonably necessary for the applicable portion of the Work. Any inconsistency shall be brought to the attention of the Architect and the Owner. In the event that discrepancies occur between ordered material and actual conditions, costs to correct the discrepancies shall be borne by the party determined to be responsible for the error or discrepancy in accordance with the Contract Documents. During the performance of the Work, the Contractor shall keep a competent Superintendent at the Site, fully authorized to act on behalf of the Contractor.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order. The Contractor shall identify cost reduction opportunities and discuss them with the Owner. The Architect shall review Change Order requests for any aesthetic, structural, functional or code-related issues that may arise in connection with substitutions or other value engineering changes. In addition, the Architect shall develop any revisions to the Drawings and Specifications that are necessary to ensure that the changes do not impact the integrity of the Project design. Contractor may submit for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions must be made in writing within 60 days after the commencement of Work unless later submitted due to product availability, lead-time issues, or other circumstances beyond Contractor's control, and should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is equal or better than the requirements of the Contract Documents. The Architect shall review proposed substitutions within a reasonable time consistent with the Project Schedule. Contractor shall bear the risk of any delay in performance to the extent caused by Contractor's proposed substitution and not by the Architect's or Owner's review or approval process.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be performed in a good and workmanlike manner free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or the Owner, the Contractor shall furnish satisfactory

evidence as to the kind and quality of materials and equipment. The warranties set out in this Section are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or implied under applicable law.

§ 3.5.2 The warranties of Contractor provided in this Section 3.5 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work. All warranties shall be in form and substance as required by the Contract Documents. Contractor shall not knowingly take any action within its reasonable control that would materially impair or void third party warranties of which otherwise results in prejudice to the rights of Owner under the warranties. Contractor agrees to provide all notices required by the Contract Documents or applicable manufacturer's warranty requirements for the effectiveness of the warranties and shall include provisions in the contracts with the providers and manufacturers of systems and equipment whereby the Owner shall have a direct right, but not a duty, of enforcement of the warranty obligations.

§ 3.5.3 Prior to final payment, Contractor shall furnish to Owner any manufacturer warranties required by the Contract Documents and/or supplied by manufacturers of materials incorporated into the Work, to the extent received by Contractor.

§ 3.5.4 The Owner, Architect and Contractor shall agree on a list of such items prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, prior to the installation of any such items. Contractor shall furnish proof of conformance to the Owner and Architect. Proof of conformance shall be in the form of (1) an affidavit from the manufacturer certifying that the item ~~lien is in conformance with~~ the applicable standards, or (2) an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standard, or (3) other reasonable documentation expressly required by the Contract Documents or mutually agreed upon by the Owner, Architect and Contractor.

§ 3.5.5 The Contractor and any applicable Subcontractors agree, as part of their post completion Work and their warranty obligations, to participate in warranty walk-throughs at the Project Site with the Owner and the Architect 11 months after Substantial Completion of each phase of the Work to identify warranty work which must be corrected to conform with the requirements of the Contract Documents.

§ 3.5.6 Except as expressly provided in the Contract Documents, nothing in this Section shall be construed to extend the Contractor's warranty obligations beyond one (1) year following Substantial Completion, create any guaranty of the performance or design of the Work, or require the Contractor to warrant conditions resulting from design errors or omissions, Owner-furnished information, ordinary wear and tear, abuse, improper maintenance, or modifications not performed by the Contractor.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes (Unless the Village is deemed Exempt by State Law) for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Any taxes which subsequently apply to the Work shall be Owner's cost.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work, including plan approval fees with respect to design-build portions of the Work, [HVAC, electric, plumbing, fire protection, fire alarm and mechanical systems permits, licenses and inspections, occupancy permits] and other permits, licenses or inspections that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by permits, codes, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the full costs attributable to correction unless the Contractor advised the Owner or the Architect in writing and the Owner or Architect advised the Contractor to perform the Work in such manner.

§ 3.7.4 Concealed or Unknown Conditions. The Owner represents that it is not aware of any subsurface, concealed or otherwise unusual conditions that vary from those conditions usually encountered in similar projects. If the Contractor

encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) conditions which are not as represented by the Owner, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are further disturbed and in no event later than 5 business days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, in accordance with Article 7. If the Architect or Owner determine that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Contractor in writing, stating the reasons. If either party disputes the Architect's determination, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall coordinate with the Owner regarding timely notification to and coordinate with all utility companies regarding the provision of or revision of services to the Project. The Contractor shall inform the Architect and Owner promptly when the Owner's participation is required. All costs for installing temporary utilities, including the temporary connections, are the responsibility of the Contractor. The Contractor shall pay utility consumption charges associated with temporary utilities and construction operations until Substantial Completion or Owner occupancy, whichever first occurs, directly to the provider. Costs for installing permanent utilities (electric and gas) shall be a cost to the Owner. The Contractor shall not be responsible for delays resulting from the failure of utility providers or the Owner to timely perform obligations necessary to establish or revise utility services, provided the Contractor has timely fulfilled its coordination obligations under this Section.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2

Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness, provided that if a decision is needed to avoid delay in the Work, the Contractor shall notify the Owner and the Architect in writing sufficiently in advance of the deadline to allow reasonable time for the Owner to consider its options in making the allowance selections.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without providing the Owner with written notice.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work identifying all significant work tasks and float. The schedule shall not exceed time limits current under the Contract Documents, shall be updated and revised monthly intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly, but not more than 10 days, after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to and approved by the Owner and Architect.

§ 3.10.4 Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional time, provided that nothing herein waives Contractor's right to a Claim arising from actual delay, disruption, interference, or other compensable event. If there is interference with the Work which is beyond Contractor's control, Contractor shall attempt to reschedule the Work via a minor change in the Work, Construction Change Directive or Change Order, as appropriate, in a manner that will hold resulting additional time and costs to a minimum.

§ 3.10.5 The process of approving Contractor's schedule and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents nor shall it relieve the Owner of its obligation to furnish such information or materials when required by the Contract Documents.

§ 3.10.6 Detailed scheduling requirements:

- .1** The schedule shall list the following: (a) all activities to complete the Project, (b) durations that each activity will take to complete and (c) the dependencies between activities.
- .2** The schedule shall include all milestones necessary to reasonably evaluate the schedule or as may be requested by the Owner. Milestones include the end of a work state, package or phase including a high level event such as completion, endorsement or signing of a deliverable, document or high level review meeting.
- .3** Additional scheduling requirements including the following:
 - .1** Schedule activities shall be of sufficient detail to permit effective planning, coordination, and monitoring of the Work.
 - .2** Schedule activity durations shall be formulated with allowance for normal adverse weather conditions.
 - .3** Time/date constraints shall be clearly defined.
 - .4** Lags will not be used when creation of an activity will perform the same function. Lag durations shall not have a negative value.
 - .5** Default progress data will not be allowed.
 - .6** Schedule will note Early Start, Late Start, Early Finish, Late Finish, Total Float, Original Duration and show all network logic. Monthly updates will note Actual Start and Actual Finish dates, Total Float and Remaining Duration. Monthly updates will include a comparison to initial baseline schedule. Monthly schedule updates will be provided in electronic form.
 - .7** Contractor shall incorporate activities of the Owner's other contractors as requested by Owner to the extent such information is timely furnished by Owner.
 - .8** The use of float suppression techniques is expressly prohibited.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to

the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed and prior to final invoice.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents shall be reviewed by the Architect and treated like a request for additional information.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal or such deviation is obvious and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof except as provided in the preceding sentence.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy and shall specify that professional services are required. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals,

provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy and shall specify that professional services are required. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.1 Contractor will subcontract with all necessary Subcontractors, including design/build Subcontractors where required by the Contract Documents, to properly complete the Project, including, but not limited to, the following: mechanical, electrical and plumbing and fire protection design/build Subcontractors. Contractor shall require all design/build subcontractors to provide design build final scope documents to Architect for review and approval by the Architect with respect to consistency with the construction documents prepared by Architect or a designated consultant of the Architect, which approval must be obtained prior to commencement of the applicable trade work. The Contractor's responsibility under this Section is limited to coordinating and integrating the delegated design into the Work. Nothing herein shall require the Contractor to independently verify the adequacy, completeness, or accuracy of the Architect's design or assume responsibility for errors or omissions in the Architect's design.

§ 3.12.11 Electronic copies of shop drawings for architectural, structural, mechanical and electrical work shall be submitted to Architect for review.

§ 3.12.12 Contractor shall furnish 2 complete sets, which may be provided electronically, of manuals containing the manufacturers' warranties and instructions necessary for maintenance and operation of each item of equipment and apparatus it furnishes under the Contract Documents, warranty information and any additional data specifically requested by the Contract Documents under the various sections of the Specifications for each division of the Work to the Architect with all Contractor's manuals to the Owner at or before Final Payment. Each manual shall be arranged in logical order, indexed and suitably bound.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall use reasonable efforts to confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Notwithstanding the foregoing, if off-site storage or assembly is required, the Contractor shall notify the Owner of the location of such off-site storage or assembly locations and, unless the Owner gives written notice of reasonable objection, such locations shall be deemed acceptable.

§ 3.13.2 The Contractor shall store materials on the site where directed and (regardless of whether directed as to a location) in a manner as will not damage the area in which they are stored. Material deliveries shall be scheduled so that they are not stored longer than necessary. All items furnished to the site by the Owner shall be stored, as directed.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. The Contractor shall be responsible for protection of the Work, and at completion of the Work shall replace damaged Work. The Contractor shall perform the following final cleaning at Substantial Completion of the Work:

- .1** Remove all temporary protections installed by Contractor;
- .2** Remove marks, stains, fingerprints and other soil or dirt;

- .3 Remove spots, mortar, plaster, soil and paint from ceramic tile, marble and other finish materials;
- .4 Clean fixtures, cabinetwork and equipment, removing stains, paint, dirt, and leave the Work in an undamaged and new condition; and
- .5 Clean all surfaces and other Work in accordance with recommendations of the manufacturer.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, after written notice and a reasonable opportunity to clean up, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 In addition to the foregoing, Contractor, during construction, shall use reasonable efforts to (a) remove all waste products and rubbish from the Project site and the infrastructure areas related to the Work no less than weekly, and if any such waste products and rubbish are left on site, Contractor shall be responsible for removing the same, (b) use reasonable efforts to keep the Project site and areas of access thereto in a neat and presentable state, and (c) provide access onto the Project site and immediately adjoining lands as reasonably necessary for completion of the infrastructure and construction of the Project.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located provided, however, the Owner and Architect shall comply with the Contractors safety requirements.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's and Owner's consultants, officers, directors and agents and employees of any of them from and against claims, fines, penalties, liens, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or incidental to the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 The Contractor shall not be relieved of its obligation to perform the Work in strict accordance with the Contract Documents by the activities or duties of Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and the contract between Owner and Architect, and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Neither the Architect nor the Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. In the event of direct communication between the Owner and the Contractor, the Owner shall advise the Architect of any part of such communication which may impact the Architect's responsibilities.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect and the Owner will each individually have authority to reject Work that materially does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will each have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review, consistent with the Project Schedule and the approved submittal schedule, if any. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 The Architect will interpret and make recommendations regarding performance under, and requirements of, the Contract Documents on written request of the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.11 Interpretations and recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.12 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness, taking into account the needs of the Project Schedule. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.13 The Contractor shall be responsible for coordinating the design work of its design build subcontractors with the Contract Documents. The Architect shall provide a thorough evaluation and report that advised the Owner of the extent that any MEP design done under a design-build approach is consistent with and complies with the Architect's scope design and specification.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity, including material suppliers, who have a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 The Contractor shall not sublet the work as a whole. The approval of Subcontractors in no way relieves the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Owner is an intended third-party beneficiary of all subcontracts and material supply contracts of whatever tier, with the right to directly enforce, both during and after the construction period, Subcontractor obligations to meet prevailing standards or workmanship and to comply with the Contract Documents, including, but not limited to, all applicable express and implied warranties. During the construction period, the Owner shall exercise such rights only through, or in coordination with, the Contractor and shall not interfere with or diminish the Contractor's exclusive administration of its Subcontracts.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after (a) termination of the Contract by the Owner for cause pursuant to Section 14.2, or (b) termination of the Contract by the Owner for convenience pursuant to Section 14.4, and, in either case only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract as of the date Owner given written notice of its acceptance of assignment of the subcontract agreement.

§ 5.4.2 Owner shall only be responsible for direct compensation to Subcontractors for work done or materials furnished after the date Owner given written notice of its acceptance of assignment of the subcontract agreement.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.5 SUBCONTRACTOR PERFORMANCE. Contractor shall be fully responsible for the performance of its Subcontractors, including those selected or approved by the Owner and/or Contractor. Contractor shall obtain Owner's prior written approval before requiring a payment and performance bond from any Subcontractor. Payment and performance bonds approved by Owner shall be considered a Cost of Work, Payment and performance bonds not approved by Owner shall be at Contractor's expense.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and

waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and [its] separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be compensated for any additional costs incurred by Contractor arising from such coordination.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner or the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities, damage to work of Owner, a separate contractor or defective construction as provided herein. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of any of their separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. If Contractor commences a change in the Work without obtaining Owner's prior written authorization, then Owner shall not be obligated to grant any increase in the Contract Sum or extension of the Contract Time relating to such change in the Work.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone. The signature of Owner's Representative will serve as evidence of the Owner's approval of a Change Order or Construction Change Directive.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 The Contractor, upon receipt of written notification by the Architect of a proposed change in the Work, shall prepare as soon as possible a Potential Change Order ("PCO") in such form or forms as directed by the Architect or Owner:

- .1 Each separate PCO shall be numbered consecutively and shall include materials costs, labor costs, fees, overhead and profit. The PCO shall specify all costs related to the proposed Change in the Work, including any disruption or impact on performance.
- .2 The Subcontractor's itemized accounting shall be included with the PCO.
- .3 If a PCO is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletion or other revisions, the Contractor shall revise the PCO accordingly and resubmit the revised PCO to the Architect.
- .4 A revised PCO shall bear the original PCO number suffixed by the letter "R" to designate a revision in the original PCO. If additional revisions to a revised PCO are necessary, each subsequent revision shall be identified by an appropriate numeral suffix immediately following the "R" suffix.
- .5 The Owner shall process and return all PCO's, either approved, rejected or for corrective action, within 14 days of receipt from Contractor unless the matter is so complex as to reasonably require more time to respond.
- .6 Upon written approval of a PCO by the Owner, the Contractor will prepare a Change Order authorizing such change in the Work.
- .7 The Contractor shall request extensions of Contract Time due to changes in the Work only at the time of submitting his PCO or as he is made aware of the schedule impact. Contractor's failure to do so shall represent a waiver of any right to request a time extension.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an interim determination of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1** Reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2** Reasonable costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3** Reasonable rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, at rates as agreed between the Contractor and the Owner in accordance with the Agreement, or if there is no applicable agreement on rates, then rates that are not greater than market rates in the local market;
- .4** Reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5** Only where the Change in the Work results in mobilization costs at a new location or a significant increase in either the Cost of the Work or the Contract Time, or otherwise requires additional field supervision or project management directly attributable to the Change in the Work, the adjustment may include additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect and a reduction in the Contractor's Fee, if applicable, pursuant to section 6.1.2 of the Agreement. When both additions and credits covering related Work or substitutions are involved in a change, any adjustment to the Contractor's Fee shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time, including the dates for Substantial Completion, is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes solely involving Contractor or Subcontractor and their labor workers on the Project, fire, acts of God, pandemics, war, government mandates, unusual or unforeseen delay in deliveries, unavailability of fuel, power, supplies of materials, unavoidable casualties, adverse weather conditions, or other causes beyond the Contractor’s control; or by delay authorized by the Owner; or by other causes that the Architect or Owner determines may justify delay (“Force Majeure,” except that delays caused by the Owner, the Architect or separate contractors shall not be considered Force Majeure), then the Contract Time shall be extended by Change Order to the extent such delay affects the critical path of the Work and prevents the Contractor from achieving Substantial Completion within the Contract Time. To the extent the delay is caused by the Owner, the Architect, a separate contractor, or changes ordered in the Work, the Contractor shall also be entitled to an equitable adjustment in the Contract Sum in accordance with Article 7. If Contractor claims a Force Majeure as the cause of a delay or hindrance, then it shall give Owner written notice of the event of Force Majeure within 5 business days after becoming aware of the Force Majeure event and resume performance of its obligations immediately following cessation of the Force Majeure event. An extension in the Contract Time shall not be permitted for any delay that (i) is caused or could reasonably have been anticipated by Contractor, (ii) could have been avoided or mitigated, or (iii) is of a duration that is less than 1 day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15, subject to the shorter time periods identified in Section 8.3.1.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. However, damages for delay caused by the Owner or Architect shall be limited to those types of expenses and costs incurred, if any, for which Contractor may be entitled to recover under Sections 9.7.1 and 14.3 of these General Conditions. Further, Contractor’s sole remedy in the event of (i) any delay not caused by or attributable to the Owner; or (ii) an otherwise excusable delay (i.e., Force Majeure) shall be an extension of time in the Contract Time and Contractor shall not obtain any monetary damages for the delay or any addition to the Guaranteed Maximum Price; however, Contractor shall be entitled to use Contractor’s construction contingency fund, if any, to cover additional costs incurred as a result of any such delay. Nothing in this Section shall preclude the Contractor from recovering compensation for acceleration expressly directed by the Owner or otherwise recoverable under the Contract Documents. Notwithstanding any implication to the contrary in Section 8.3.1 of the General Conditions, Contractor shall not be entitled to any time extension for any delay that is the fault of any of its Subcontractors.

§ 8.3.4 If there is a delay or anticipated delay of the Construction Schedule because of the actions or omissions of the Contractor and the Contractor is unable to produce within seven (7) days after notice by the Owner a recovery schedule for its Work to address the delay or anticipated delay acceptable to the Owner, then the Owner shall have the right to order the Contractor to take actions as may be necessary, consistent with the same performance of the Work affected, to recapture the

time lost by the delay. The action shall include increasing staff; increase in shifts or hours worked per day, or performance of work on Saturdays, Sundays or national holidays; use of any available work float in the Project schedule; and changing the sequence of Work activities. The costs of the acceleration arising from a delay or anticipated delay shall be paid by the party or parties responsible therefor. Nothing herein shall require the Contractor to violate any applicable collective bargaining agreement or applicable law in implementing such recovery measures.

§ 8.3.5 The Parties acknowledge that the Contractor has prepared the Contract Sum based upon market conditions existing as of the date of the Agreement and has not included contingencies for extraordinary cost escalation resulting from changes in law, tariffs, government mandates, trade restrictions, or material supply disruptions beyond the Contractor's reasonable control. The Contractor shall use commercially reasonable efforts to mitigate the effects of such events. To the extent such events materially increase the Contractor's Cost of the Work or materially delay procurement of critical materials, and such increase or delay is not otherwise addressed by the Contract Documents, the Contractor shall be entitled to an equitable adjustment in the Contract Sum and/or Contract Time pursuant to Article 7.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect and the Owner, before the first Application for Payment, a schedule of values ("Schedule of Values") allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Schedule of Values shall be used only as a basis for reviewing the Contractor's Applications for Payment and is not to be taken as evidence of market or other value. The Schedule of Values shall not overvalue early job activities. The Schedule of Values shall follow the trade divisions of the Specifications so far as practicable. No changes shall be made to the Schedule of Values, without prior written approval of the Owner.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At the times specified in the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Each Application for Payment shall include, in addition to other documents and information that may be required under the Agreement, a fully executed lien waiver from Contractor for all labor and materials reflected in the Application for Payment, and (except with respect to the first Application for Payment) shall also include fully executed conditional lien waivers from all Subcontractors, for all labor, materials and work provided with Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Contractor and the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 Liens. Provided that Owner shall make payment of amounts due to Contractor (or if Owner has withheld payment pursuant to the Contract Documents), Contractor shall keep the Project Site free from any liens by Contractor and/or Subcontractors. No Uniform Commercial Code (UCC) or similar state statutory filings shall be made by Contractor or Subcontractors. If a lien, encumbrance or order is filed against Owner or the Project Site by a Subcontractor or because of any act or omission of Contractor, Contractor shall, at Contractor's own cost and expense, cause the same to be canceled and discharged of record or bonded over within 30 days after receiving the notice or such additional time as may be reasonably necessary if Contractor is diligently pursuing removal or bonding of the lien, and shall indemnify and hold Owner harmless from and against all costs, expenses, claims, losses or damages, including reasonably attorneys' fees, resulting therefrom or by reason thereof.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect recommends is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Failure to provide notice as provided in the foregoing sentence shall be deemed the equivalent of issuance of a Certificate of Payment.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner with respect to the amount to be paid. The recommendation is not binding on the Owner, if other reasons for nonpayment exist.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor or a Subcontractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 unjustified third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 unjustified failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a separate contractor caused by Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay after giving Contractor a reasonable opportunity to demonstrate an acceptable recovery plan; or
- .7 failure to carry out the Work in accordance with the Contract Documents or breach of the same.

§ 9.5.2 Owner may withhold payment of an Approved Certificate of Payment for the same reasons Architect can withhold under Section 9.5.1. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld within three (3) days. If the reasons for withholding are not removed by Contractor in accordance with the cure provisions of the Contract Documents, then Owner may use the withheld funds to cure the grounds for the withholding and cover any other damages caused thereby.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 If Contractor disputes any determination by Architect or Owner with regard to all or any part of a Certificate of Payment, and the Owner has paid all portions of the requested draw except for those disputed, Contractor shall nevertheless expeditiously continue to prosecute the Work.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner (unless otherwise permitted to withhold payment pursuant to the Contract Documents) shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. If the Owner believes that Contractor is not current in its obligations to Subcontractors on the Project, Owner may (but is not obligated to), after written notice to Contractor and 5 days after delivery of such notice for Contractor to cure, without liability, withhold a periodic or final payment in an amount sufficient to cover the obligations until it receives a sufficient release and other reasonable proof from the Contractor that this situation does not exist or has been cured. Owner has the right, but not the obligation, to pay any Subcontractor directly or by joint payment and deduct the payment from the Contract Sum due or to become due and may communicate with the Subcontractor regarding the alleged amounts owed.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law. Nothing in this Section 9.6 shall create any right on the part of a Subcontractor against the Owner or the Architect.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for

breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner fails to pay the Contractor through no fault of Contractor (e.g., no grounds for withholding exist under the Contract) within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon 15 additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The term "Substantial Completion" shall also mean the proper performance of the Work to the point where: (i) the Project is operational to the extent reasonably necessary such that the Owner may occupy the Project for their intended purposes without material interference; (ii) the only Work remaining to be performed consists of minor "punch-list" items approved by the Owner; (iii) the Contractor has completed all Work required to obtain all governmental inspections, permits, approvals and licenses required for operation of the Project and has timely requested all required inspection and approvals, including, where applicable, issuance of a Certificate of Occupancy for all portions of the Work. Any delay in obtaining such inspections, approvals, permits, licenses or Certificate of Occupancy that is not caused by the Contractor shall not delay Substantial Completion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor's list of items to be completed or corrected shall contain only minor "punch-list" items, which term shall mean details of construction and mechanical and electrical adjustments that are minor in character and do not materially interfere with the intended use of the Project, and the term minor "punch-list" items may also include landscaping and other items which cannot be immediately completed because of weather, provided that the items do not materially affect the intended use of the Project.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work has achieved Substantial Completion, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time (see 30-day period identified in Section 9.8.6 below) within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Following Substantial Completion, the Contractor shall remain responsible only for those items expressly assigned to the Contractor in the Certificate of Substantial Completion. Unless otherwise expressly provided in the Certificate of Substantial Completion, responsibility for security, maintenance, heat, utilities, insurance, and damage to the Work shall transfer to the Owner upon Substantial Completion. Owner shall not unreasonably withhold such acceptance.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner may make payment of retainage applying to such Work. Such payment, however, shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents (e.g., 150% of Owner's estimated cost to complete the "punch-list" items).

§ 9.8.6 Contractor shall reach final completion, including completion of all items remaining on the punch-list, within 30 days of the date of Substantial Completion except for those items which (a) cannot be completed because of weather conditions or because of unavailability of products or materials, or (b) Owner agrees do not have to be completed within the 30-day period. With respect to the extended items, the time period shall be extended for a reasonable period of time provided Contractor proceeds diligently thereafter to effect completion of the Work.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Notwithstanding the provisions of Paragraph 9.8 and this Paragraph 9.9, Owner and Contractor agree that there shall be no Substantial Completion of portions of the Work, unless specifically agreed upon between the parties, acting reasonably, in writing. Except for portions of the Work for which Substantial Completion has been obtained and for which Owner has accepted custody, care, and control in writing, custody, care and control of the Work shall remain with Contractor until the entire Work is Substantially Complete.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, including the completion of all "punch-list" items identified pursuant to Section 9.8 in accordance with the Contract Documents, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties, guarantees and operating/maintenance data relating to the Project shall be assembled and delivered by Contractor to the Owner as part of the Final Application for Payment. The Contractor shall also provide a written certification to the Owner that no asbestos-containing materials were installed in or about the Project site in connection with the performance of the Work. Owner is not obligated to make Final Payment until all such documents, including the Architect's final Certificate of Payment, have been received and accepted by Owner. The Architect's final Certificate for Payment shall be issued within 5 days of final inspection.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and final waivers of liens from the Contractor and all Subcontractors, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) 1 complete set of marked-up Drawings and Specifications which accurately depict the Project as constructed. Such As Build Specifications and Drawings shall be marked to show all changes and modifications that have been incorporated into the Work as performed, and (7) final

accounting of Contractor's use of Allowances, if any. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion the Owner shall, upon application by the Contractor and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work or Contractor to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities and specifically identified as intended for use or re-use.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise reasonable care and carry on such activities under supervision of properly qualified personnel as applicable.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the negligence of the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 The Contractor shall be responsible for the reasonable protection and security of the Work and the Project until the date of Substantial Completion, except to the extent the Certificate of Substantial Completion expressly assigns such responsibilities to the Contractor thereafter. Unless otherwise directed by the Owner, standard fence/gate system around the Project will be provided by Contractor.

§ 10.2.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the Hazardous Materials reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be remediated. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such Hazardous Materials or who are to perform the task of removal or safe containment of such Hazardous Materials. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. The Contractor shall assist the Owner and its environmental consultants in establishing a remediation schedule. When the Hazardous Material has been remediated, Work in the affected area shall resume upon written notice from the Owner that remediation has been completed or that the affected area has been cleared for resumption of the Work, as applicable. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up. If the presence and general extent of the Hazardous Material were expressly disclosed in the Contract Documents and the remediation activities were completed in accordance with the Contract Documents without delaying the critical path of the Work, Contractor shall not be entitled to a Claim solely as a result of such disclosed Hazardous Material. In those instances of work stoppage due to the existence of a Hazardous Material that was not expressly disclosed in the Contract Documents or otherwise actually known to the Contractor prior to commencement of the affected Work, or where a delay in remediation impacts the construction schedule for the Project, Contractor may be entitled to a claim for delay or work stoppage if the requirements of Section 8.3 and Article 7 are met. Owner agrees that Owner's consultants will conduct required testing in a reasonably timely manner.

The term "Hazardous Materials" shall mean any flammables, explosive, radioactive materials, petroleum-based materials exceeding applicable federal, state or local regulatory limits, asbestos, toxic substances or related materials, including, without limitation, substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," "toxic substances" or "solid wastes" in the Comprehensive Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 25601, *et seq.*; or any other applicable laws and regulations and all amendments and revisions thereto. Furthermore, any reference to "asbestos or polychlorinated biphenyl (PCB)" shall be a reference to Hazardous Materials.

Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Materials, except in accordance with the Contract Documents and applicable environmental laws. Notwithstanding the foregoing sentence, the Contractor also agrees that it shall not knowingly transport to, use, generate, dispose of, or install at the Project site any asbestos-containing material, even if such asbestos-containing material is not specifically banned under any environmental law. Further, in performing the Work, Contractor shall not negligently or intentionally cause any release of Hazardous Materials into, or contamination of, the environment, including, without limitation, the soil, the atmosphere, any water course or ground water except to the extent such release or contamination results from pre-existing Hazardous Materials not introduced by Contractor. In the event Contractor negligently or willfully engages in any of the activities prohibited in this Section 10.3.2, to the fullest extent permitted by law, Contractor indemnifies and holds Owner, and its respective officers, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, damages and attorneys' fees, to the extent caused by such acts or omissions, arising out of, incidental to or resulting from the activities prohibited by this section.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the Hazardous Material presents the risk of bodily injury or death as described in Section 10.3.1 and has not been properly remediated in accordance with applicable laws, provided (i) that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), (ii) that such damage, loss or expense is not caused by the negligence of the party seeking indemnity; (iii) the presence and general extent of the Hazardous Material was not expressly disclosed in the Contract Documents and was not actually known to the Contractor prior to commencement of the affected Work.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor knowingly fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, to the extent not caused by the negligent acts or willful misconduct of the Contractor or any party for whom the Contractor may be responsible, the Contractor is held liable by a government agency or is subject to any third-party claim for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents or performing Work in an area affected by pre-existing Hazardous Materials, the Owner shall indemnify and hold harmless the Contractor, its Subcontractors and Sub-subcontractors, and their respective officers, directors, employees and agents from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, arising therefrom.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain, and cause its Subcontractors to purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. All insurance required of the Contractor or any Subcontractor relating to this Project shall be written by companies reasonably acceptable to the Owner with a current A.M. Best rating A-.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, materially reduced or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 Neither the issuance of any insurance policy in connection with this Project nor the minimum limits specified in these Contract Documents shall be deemed to limit or restrict in any way the Contractor's liability in connection with or arising out of its obligations under these Contract Documents. The Owner shall not be responsible to pay any deductible or self-insured retention amounts relating to claims filed against any insurance policy of the Contractor or Subcontractor, except to the extent such deductible or self-insured retention arises from the Owner's negligence, breach of the Contract Documents, or other act or omission for which the Owner is responsible under the Contract Documents.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary

buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. Prior to commencement of the Work, the Contractor shall provide written notice to the Owner of the proper insurance policy limits needed to adequately protect property stored off the site and property in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 The Owner shall file with the Contractor a certificate evidencing each policy that includes insurance coverages obtained by Owner pursuant to this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor. The Contractor may, but shall not be obligated to, refrain from commencement of the Work until such evidence of insurance is provided, and any delay resulting from the Owner's failure to timely provide such evidence shall constitute an excusable delay entitling the Contractor to an appropriate adjustment of the Contract Time and, to the extent permitted elsewhere in the Contract Documents, the Contract Sum.

§ 11.3.6 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if

any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.7 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.8 If required in writing by a party in interest, the Owner shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.9 The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 Owner waives Contractor's obligation to obtain a payment and performance bond only if the following occurs: (1) Owner assigns this Contract to a construction manager acting as the prime contractor before Contractor performs any work, and (2) the prime contractor obtains a payment and performance bond in accordance with Wisconsin Statute Section 779.14(1m)(e) before any work is performed.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect (upon receipt of Owner's approval) may request to see such Work and it shall be uncovered by the Contractor. If such Work is materially in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not materially in accordance with the Contract

Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Owner or the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two (2) years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. The Owner may make emergency repairs to the Work at the Contractor's expense, if necessary to prevent further damage to property, or if the Contractor does not promptly respond after reasonable notice to a condition requiring repair. If payments then or thereafter due the Contractor are not sufficient to cover the costs of repair, the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 except for Work not properly completed in the first instance.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.3.1 Where non-conforming Work is found, Contractor shall correct only the nonconforming Work and any additional Work reasonably necessary to complete the correction. The entire area of Work shall not be required to be corrected, unless the limits of the nonconforming Work cannot be reasonably determined. Additional testing, sampling, or inspecting needed to define non-conforming Work shall be at the Contractor's expense only to the extent such testing confirms Contractor's nonconforming Work. Contractor shall employ the Owner's testing laboratory, if the services are reasonably required by the Architect and the laboratory's fees are commercially reasonable. All corrected Work shall be re-tested at the Contractor's expense. Contractor shall reimburse Owner for reasonable additional Architect services directly attributable to Contractor's nonconforming Work.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 The two-year correction period set forth in this Section establishes the full extent of Contractor's contractual obligation to repair, replace, or correct the Work. Any manufacturer's warranty extending beyond such two (2) year correction period shall be solely between the Owner and the manufacturer and shall not extend or otherwise increase Contractor's obligations under the Contract Documents.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 12.3.2 No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work (except a fully executed Change Order or as otherwise allowed in accordance with Section 7.1.1), and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any unjust enrichment, shall be the basis for any claim for an increase in the Contract Sum or extension of the Contract Time except as otherwise expressly permitted by Article 7 or Article 15. Nothing herein shall limit Contractor's right to compensation for Work expressly directed in writing by the Owner pursuant to Article 7.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Wisconsin.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.4.3 The Contract shall be interpreted and applied to the fullest extent permitted by law. The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents. The Contract Documents represent the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior proposal, bid, agreement, whether oral or written, of Owner or Contractor.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. If required by the Contract Documents, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections

are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and none of the circumstances prescribed in Section 9.5.1 or other grounds for withholding under the Contract Document exists.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 90 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon fifteen (15) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner as its sole remedy payment for Work properly performed to the date of termination (and its fee thereon applied to the work properly performed up to the date of termination) together with reasonable overhead and profit, reasonable costs incurred by reason of such termination, including demobilization and subcontractor termination costs, and any other damages recoverable under the Contract Documents or applicable law.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon Fifteen (15) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner nor any other party shall be responsible for damages for loss of anticipated profits on account of any termination described in Sections 14.1 or 14.4.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract in whole or in part if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 unjustifiably fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is in breach, including a material anticipatory breach after written notice and failure to provide commercially reasonable assurances within a reasonable time, of a material provision of the Contract Documents.
- .5 becomes insolvent, is in bankruptcy or is in receivership.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor in whole or in part and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor that are, at the time, in use and cannot be removed without the risk of damage to the Project, but which shall be released to the Contractor as soon as reasonably practical thereafter;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. The Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment of disputed sums or as yet unperformed portions of the Work, until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work (not including modifications made at the request of Owner), including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 Upon termination of the Contract, Contractor shall immediately stop the Work, except as shall be essential to preserve and safeguard existing Work and immediately advise Owner of the status of all outstanding subcontracts and purchase orders. Outstanding purchase orders and subcontracts shall be canceled or assigned to Owner, to the extent assignable or terminable under their respective terms, as Owner may direct. In the event of any such termination, Contractor shall deliver all of the Work completed and in process to the date thereof to Owner and shall deliver to Owner all documents of title, reports, estimates, schedules, and other documents and data as Owner shall require.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, with or without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 Except as set forth below, the Contract Sum and Contract Time shall be adjusted for increases in the direct cost approved by the Owner that could not be mitigated and impact to critical path items caused by suspension for convenience as

- described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall notify the Contractor regarding whether the portions of the Work then in progress are to be completed by the Contractor and, if so, to what extent.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In the event of a termination under this Section 14.4, Contractor shall be paid the value of the Work completed as of the date of termination as determined pursuant to the terms of the Contract Documents (including materials stored off-site if approved by Owner, fabricated items, specialty order not able to be canceled and restocking, fees), that portion of the Contractor's Fee allocated to the properly completed Work and direct costs incurred by reason of such termination including, without limitation, reasonable demobilization costs, subcontractor and supplier termination costs, cancellation charges, and other reasonable close-out costs.

§ 14.4.4 Upon a determination by a court of competent jurisdiction or arbitration that termination of Contractor pursuant to Section 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The term "initiated" in this Section 15.1.2 merely requires timely delivery of the written notice. A party is not required to file a lawsuit within this 21-day time period in order to preserve the Claim. The notice shall clearly set out the specific matter of Claim, and the impact or damages which may occur or have occurred as a result of the Claim, to the extent the impact or damages can be assessed at the time of the notice. If the impact or damages cannot be assessed as of the date of the notice, the notice shall be amended at the earliest date this is reasonably possible. Any Claim not substantially complying with the notice requirements of this Section may be waived only to the extent the Owner is materially prejudiced by the lack of timely notice. It is imperative that Owner have timely, specific notice of any subject, the impact of which Owner may be in a position to mitigate. After receipt of a notice of Claim, the Owner may elect to refer the matter to the Architect or another party for review. Contractor will attend meeting called to review and discuss the Claim and mitigation of damages, and shall furnish any reasonable factual backup for the Claim requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in

accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 Adverse weather conditions shall not be the basis for a Claim for additional time, unless the conditions are unusual and unexpected for the month in question and had an adverse effect on the critical path items of the scheduled construction. "Unusual and unexpected" weather conditions mean weather conditions that materially differ from the average monthly weather conditions for the locality in question as based on the records maintained by the National Weather Service for the previous 5 years.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, may, at the election of the Owner, be referred initially to the Architect for initial recommendation.

§ 15.2.2 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a recommendation.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will recommend to either reject or approve the Claim in whole or in part.

§ 15.2.5 The Architect will deliver its recommendation to the Owner in writing, and shall state the reasons therefor.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding

dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 VENUE

The exclusive forum and venue of any litigation arising from the Contract Documents shall be a state court of competent jurisdiction in Waukesha County, Wisconsin, and in no other forum.

§ 15.5 ATTORNEYS' FEES

In the event of any dispute between the Owner and the Construction Manager, the parties agree that the prevailing party in the dispute shall be awarded its costs and expenses, including reasonable attorneys' fees.



Village Board - Regular

9. a.

Meeting Date: 07/06/2026
Topic: Closed Session
From: Adam Koenings, Village Attorney
Department: Legal
Date of Village Board 07/06/2026
Action (if required):

Information

Subject:

Convene into Closed Session in the Village Board Room (#2245) pursuant to Wis. Stat. § 19.85(1)(e) and (1)(g) to confer with the Village Manager and Village Attorney regarding the following matters:

- Negotiations with the Village of Lannon over the possible terms of an amended Fire Department Service Agreement presented by Chief Pulvermacher.
- Negotiations with Waste Management of Wisconsin over the terms of a potential agreement for curbside refuse and recycling collection.
- Negotiations with one or more owners of parcels on Main Street in Tax Increment Financing District No. 6 regarding a possible development agreement.
- Litigation strategy in Waukesha County Case No. 2025CV002427, Entrust et al v Public Service Commission.

Reconvene into Open Session pursuant to Wis. Stat. § 19.85(2).

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

No file(s) attached.
