Village of Hartland
210 Cottonwood Avenue
Hartland WI 53029
PH: 262-367-2714
FAX: 262-367-2430
www.villageofhartland.wi.gov

VILLAGE BOARD AGENDA
MONDAY, SEPTEMBER 22, 2025 ▪ 6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

Pledge of Allegiance – Trustee Conner

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President's discretion. This meeting will be recorded and will be available online through the Village's website.

1. Approval of Minutes
   a. September 8, 2025
   b. September 10, 2025
   c. September 11, 2025

2. Items related to vouchers
   a. Consideration of project closeout payment in the amount of $57,845.63 to Mid-City Corp. for the Hwy 83 Water Main Rehabilitation Project.
   b. Consideration of vouchers for payment in the amount of $349,296.73

3. Review and consideration of items related to Licenses and Permits
   a. Discussion and consideration of special event application by Hartland Chamber of Commerce for Business Trick or Treat, October 23, 2025.
   b. Discussion and consideration of special event application by Hartland BID for Hartland Lights, December 5, 2025.
   c. Discussion and consideration of Firework permit applications by Lake Country Lutheran High School for October 3rd and 5th, 2025.

4. Items related to the issuance of $5,075,000 General Obligation Promissory Notes, Series 2025A
   a. Consideration of letter of engagement with Quarles & Brady, LLP related to the proposed issuance of General Obligation Promissory Notes
   b. Presentation of Pre-Sale Report for $5,075,000 General Obligation Promissory Notes, Series 2025A

5. Consideration of Resolution Providing for the Sale of Approximately $5,075,000 General Obligation Promissory Notes, Series 2025A

Referred from Plan Commission Meeting September 15, 2025

6. Consideration of extraterritorial Certified Survey Map, for Kaerek property, tax keys DELT0767024 and DELT0767005004 on West Lakeside Drive, Town of Delafield.

7. Review and consideration of site plan change to increase parking at Westrock residences, 700 W. Capitol Drive.

8. Review and consideration of Eagle Pass Development
   a. Preliminary Plat
   b. Developer Agreement and Deed Restrictions
   c. Stormwater Management Plan
   d. Site Plans and Specifications

Other Items for Consideration

9. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regard to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Manager or other Village Staff members.

10. Pursuant to Wis. Stat. 19.85(1)(e) upon a motion duly made, the Board may convene in a closed session for the purposes of formulating a negotiation strategy for the sale of Village property.

11. Reconvene in open session, to take any action necessary, with respect to the preceding closed session.

12. Adjourn

Ryan Bailey, Village Manager

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Sandee Policello, Village Clerk, at 262-367-2714. The Municipal Building is handicap accessible.
To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The meeting ID is: 883 5832 2677
Passcode: 936267 Or participate online: https://us02web.zoom.us/j/88358322677?pwd=GI7veqD2hXkkps1YCMLZoKEFwmXvw9.1

VILLAGE OF HARTLAND
VILLAGE BOARD MINUTES
MONDAY, SEPTEMBER 8, 2025 · 6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

President Pfannerstill called the meeting to order at 6:30 pm.

Present: President Pfannerstill, Trustees de Boer, Pfeiffer, Wallschlager, Conner, Hallquist

Excused: Trustee Truttschel

Others Present: Village Manager Bailey, Clerk Policello, Fire Chief Jambretz, Kajil Sharp, Fire Division Chief, Public Works Director Jenson, Recreation Director Blonien

Public Comments
President Pfannerstill opened the floor for public comments, asking speakers to limit their remarks to three minutes. He also checked if anyone was participating via Zoom, and there were no remote participants.

Michael DiLiberto, of 1052 Woodbridge Court, Hartland, approached the podium. He thanked the board for their time and explained that since 2020, an individual at the American Legion post has been handling funds without authorization—not the bar's alcohol license agent. DiLiberto stated he had documentation to submit and wanted the board to facilitate an investigation. He mentioned that the State Commander of the American Legion of Wisconsin recommended an external audit of all records dating back to 2020, which DiLiberto hoped the board would leverage through the liquor license to accomplish. He submitted his documentation to the board. President Pfannerstill made a final call for public comments before closing this portion of the meeting.

1. Del-Hart Operational and Historical Review presentation by Rob Minnema, General Manager

Rob Minnema, General Manager of the Del-Hart wastewater facility, presented a comprehensive historical review and current status update. He explained that this presentation was requested by the commission chair to provide a "state of the wastewater address" following the completion of a major upgrade in 2024 that had been operational for about a year.

Minnema outlined the facility's history, beginning with the formation of the Del-Hart commission by Hartland and Delafield in 1971. It took approximately nine years to install all the infrastructure, including interceptors and easements—a process he described as lengthy and challenging. The plant came online in 1980.

The facility serves the City of Delafield (including the Town of Delafield), Village of Hartland, Village of Nashotah, and Village of Summit, covering approximately 22,000 people across a 22-square-mile service area. The service population is primarily residential and commercial, with very light industrial usage.

Minnema detailed the facility's major upgrades and costs:

- 1980 facility: $7.5 million for the treatment plant, with interceptor and outfall costs exceeding the plant itself

- 2005 upgrade: Approximately $16 million, increasing design flow from 2.2 to 3.23 million gallons per day (MGD) and replacing rotating biological contactors with activated sludge tanks
- 2019 UV upgrade: $3.7 million for UV disinfection and disc filters
- 2024 biological phosphorus upgrade: $7 million

He emphasized the dramatic increase in infrastructure costs, noting that Reedsburg, Wisconsin, with a population of 10,000, recently bid a new facility at nearly $120 million, demonstrating the significant value of Del-Hart's existing infrastructure.

Regarding current operations, Minnema reported that influent flows range from 1.9 to 2.1 MGD, well within the 3.23 MGD design capacity. However, he highlighted the challenges posed by the recent August 10-11 rain event, which resulted in a peak flow of 6.114 MGD—dangerously close to their peak design flow of 6.540 MGD. This surge from 2 to 6 million gallons indicated approximately 4 million gallons of infiltration and inflow (I&I) that both Hartland and Delafield are paying to treat.

The facility achieves 99% removal rates for BOD, TSS, ammonia, and phosphorus. Minnema explained that the 2024 biological phosphorus upgrade was driven by regulatory requirements that would have cost an estimated $500,000 annually in chemicals without the upgrade, making the $7 million investment economically justified over the facility's lifespan.

Looking forward, Minnema identified several challenges and planning priorities:

- Continued capital planning with a 5-year plan for projects under $1 million annually
- Collection system analysis to address I&I issues
- Regulatory challenges, particularly PFAS (polyfluoroalkyl substances), which currently have no effective wastewater treatment options
- Potential future nutrient requirements

During discussion, Trustee Pfeiffer asked about and highlighted Rob Minnema's extensive experience—32 years with the City of Beaver Dam, where he started as an operator and eventually served as utility director for seven years before joining Del-Hart two years ago. Pfeiffer praised Minnema as "a planner" who is "looking into the future and how we can make things last and work."

Regarding PFAS, Trustee Hallquist asked about regulatory guidance. Minnema explained that while EPA has issued guidance and drinking water regulations are already in place, wastewater regulations remain very preliminary. He noted that there's currently no effective treatment for PFAS in wastewater—any removal would simply transfer the contaminants to biosolids, which would then require landfilling. The costs of implementing any knee-jerk regulatory reaction would be "astronomical," which is why he expects a long-range approach.

Tom Jenson, DPW Director, emphasized the importance of addressing I&I, noting that the 4 million gallons of additional flow during rain events represents costs to Hartland and Delafield residents and creates significant treatment challenges. He mentioned that the budget presentation would include a line item for combating I&I through televising and spot-lining work.

President Pfannerstill thanked Minnema for the presentation.

2. Approval of Minutes – August 25, 2025

President Pfannerstill announced that he would be abstaining from the vote on the minutes.

Motion (Conner/Wallschlager) to approve the minutes from August 25, 2025. All were in favor, **motion carried**. Abstain – Pfannerstill, Pfeiffer

3. Items related to vouchers

a. Consideration of contractor's application for payment no. 1 in the amount of $505,171.09 to Globe Contractors, Inc. for the Progress Drive Sanitary Relay project.

DPW Director Jenson explained that Globe Contractors had completed installation of the new pipe, covered and backfilled to specifications, compacted, and flushed the pipes. This payment represented the first payment for that work. He noted they were still working on the paving aspect of the job, with concrete and curb work currently underway. Staff recommended paying Globe Contracting Inc. $505,171.09.

When asked if they were also doing the Industrial Drive portion, Jenson confirmed they were completing the small portion of Industrial Drive between two buildings that had been excavated as well.

Motion (Pfeiffer/Hallquist) moved to approve payment number 1 in the amount of $505,171.09 to Globe Contractors Inc. for the Progress Drive Sanitary Relay Project. All were in favor, **motion carried.**

b. Consideration of vouchers for payment in the amount of $1,540,572.56

President Pfannerstill noted that the voucher total included the previous motion that had just passed.

Motion (Wallschlager/Conner) to approve the vouchers in the amount of $1,540,572.56. All were in favor, **motion carried.**

4. Review and consideration of items related to Licenses and Permits

a. Discussion regarding proposed special event, 3rd Annual MindfulMe: Mental Health Resource Fair in May, 2026

Village Manager Bailey clarified that this was not an action voting item but was brought forward to make the board aware of proposed changes to this annual event.

Jessie Puzach presented plans for the 2026 event, explaining that while it had nothing to do with coffee, mental health was something she and her team were passionate about. The event grew from 23 organizations two years ago to 40 organizations last year with a waitlist of 12-15. The event had been hosted in her parking lot and the US Bank parking lot next door, with some booths spilling over to the walking path by the apartments.

Puzach requested to close a few blocks of E. Capitol Drive for the 2026 event, citing feedback from participating organizations who suggested moving to the street. She felt the current setup created a "weird hodgepodge flow" with organizations on the walking path feeling left out. The 2025 event had expanded to include live music, a food truck, yoga, meditation, and therapy dogs.

She also discussed plans to partner with the AB Korkor Foundation for Mental Health to potentially combine their events. Dr. Korkor, founder of the foundation, explained they were established 8 years ago and they are based in Delafield and their organization. They have been hosting 5K runs in all 50 states in 50 consecutive daysT. Their Wisconsin event, typically held in early June at University Lake School, averaged 50-75 participants, though they had seen as many as 200-250 at other venues like Veterans Park in Milwaukee.

The proposed 5K route would start at ULS, wind through their campus, exit on the Nagawicka side, go over Vettleson, come underneath Highway 83 on West Capitol, and finish on East Capitol—approximately 3.1 miles. Puzach's event had historically been held

on the third Saturday in May during Mental Health Awareness Month, running from noon to 2 PM, though timing might shift earlier to accommodate the 5K component. Attendance has been approximately 300 for both previous years.

Dr. Korkor emphasized their foundation's focus on movement in mental health with the motto "motion impacts emotion" and their commitment to raising awareness and removing stigma. He noted the 5K was not a timed, competitive race but focused on engagement in physical activity, with roughly equal numbers of runners and walkers.

Chief Misko addressed public safety considerations, noting he had no concerns about the event itself, having attended the previous two years. He highlighted the need for coordination with the City of Delafield since the race would start there. He suggested training volunteers as crossing guards per state statute and recommended avoiding the Five Points intersection by routing runners down Haight, up Goodwin, and over to the finish.

Ryan Bailey explained the purpose was to ensure board comfort with the concept before detailed planning began. The road closure would not be all day but likely 10 AM to 4 PM or 9:30 AM to 5 PM. Discussion included ensuring business owner input and considering pathway connections between properties.

Board members expressed support for the event. President Pfannerstill emphasized mental health as "a major problem in policing, not from the officers, but policing and the people that they deal with and catastrophes that we see happen not only in this country but around the world; he is supportive of the event. He encouraged Puzach to contact businesses along the proposed closure to get feedback on the idea. One trustee who had attended previously noted the layout challenges that street closure would resolve.

5. Consideration of Police Department request to purchase a new Lidar unit using the proceeds from the sale of unclaimed jewelry.

Chief Misko explained that the department had recently disposed of abandoned property through the proper statutory process. The property, primarily from Sendik's lost and found, included valuable jewelry—a watch valued at over $5,000 and a necklace valued at over $1,000. After making numerous attempts to find the owners through social media, proper postings, and checking with local jewelers, the items were sold at auction, generating $3,135.51 in unexpected revenue for the general fund.

Chief Misko requested using $2,215 of this revenue to purchase a new LiDAR unit. The department currently has one LiDAR unit purchased through grant funding, and he had unsuccessfully applied for a second through a WE Energies grant. His goal was to have three units total—one for each of the minimum two officers on duty, plus one for officers working State Department of Transportation traffic grants.

He explained that LiDAR units use lasers for more accurate speed enforcement compared to radar, describing radar as "the shotgun approach" while LiDAR was "the scoped rifle approach." Given the common complaints about speed enforcement, these units would allow more effective enforcement alongside their existing speed signs and other efforts.

Motion (Hallquist/Conner) to approve the police department request to purchase a new LiDAR unit using the proceeds from the sale of unclaimed jewelry. All were in favor, **motion carried.**

6. Update by Keller regarding facility needs

Devin Flannagan from Keller provided an update on the facility needs project. Flannagan reported that since switching sites, Greg had been working with staff to rearrange the interior components to fit the new location. The current plan accommodates police and administration, with Greg still investigating whether all three entities (including Fire) could

potentially fit on the site. Square footage remains similar to previous plans, just reconfigured for the different site layout.

The site plan featured a fenced area for police parking with one way in and one way out for safety, allowing police and admin staff to access around the building. The main lobby would serve both departments with visitors diverting to either side upon entry.

Flannagan explained the site's challenging topography influenced the design. With approximately 7 feet of elevation drop from the bottom right corner to both the bottom left and top right, and another 7 feet to the top left corner, they might face 8-foot retaining walls in some areas. This made paving the entire perimeter costly and challenging. The building height would remain similar to road level on Sunny Slope Drive, with a moderate grade for vehicles exiting the facility.

Site features included a generator, dumpsters, public parking out front, and stormwater management in the upper left and bottom left corners. As a redevelopment site, they would follow all regulatory requirements, potentially incorporating bioretention basins in parking lot islands.

President Pfannerstill questioned the extent of fencing and its public perception, wondering if it could be limited to just protecting village vehicles. Flannagan and Bailey explained the security needs, with Bailey strongly advocating for the fenced area to protect officers' personal vehicles.

The board discussed decorative versus chain-link fencing, with the expectation that village requirements would mandate decorative fencing. President Pfannerstill suggested considering a pedestrian pathway on the west side to connect to neighboring businesses, acknowledging people would create their own paths regardless.

Questions arose about the blocked road behind Sweet Dreams leading to Sunny Slope. Bailey indicated they wouldn't require it to be opened, as they didn't want additional traffic accessing their secure area. The access was apparently closed due to cut-through traffic issues.

Bailey confirmed the plans include at least a 4,000-square-foot community room as previously discussed.

Flannagan emphasized that with land acquisition costs not initially budgeted, they would need to return with updated budget figures while trying to maintain the same overall project cost by cutting elsewhere if necessary.

Regarding timeline, Flannagan presented a schedule showing:

- Current preliminary design phase continuing
- Engineers coming on board in late October/early November
- Construction documents November through January
- Finalizing bid documents January-February
- Bidding in March with opening in April
- Breaking ground May-June 2025
- Completion early 2027

He noted this pushed back their original March start date, creating challenges for relocating the fire department in winter 2026-2027, something they would need to consider carefully.

7. Consideration of scheduling a special meeting in October or November for public update on facility needs

Discussion merged with the previous item as the board considered when to hold a public information meeting. Flannagan suggested late October or early November would provide enough time for meaningful updates including decent plans, budgets, and solid information. He emphasized the importance of regular community updates but only when they had substantial new information to share.

After discussing various dates the board determined a public update would be done on October 28.

Motion (Pfeiffer/Conner) to schedule a public information meeting for October 28 at 6 PM at Village Hall. All were in favor, **motion carried**.

8. Announcements
Fire Chief Jambretz reported that Truck 43 had returned that day with front-end repairs and new brakes, with two new front tires scheduled for the next day. He noted they had been busy Friday night with two football games, getting one transport from one game and receiving a call during the other.

DPW Director Jenson reported:

- A water main break in Hartridge over Labor Day weekend was repaired with 32 tons of asphalt for the patch, likely to be included in next year's patching contract
- Work had begun on the splash pad building at Nixon Park, digging down to footings to construct a proper building around the cabinet housing splash pad components, replacing the unsuitable DOT-style cabinet
- Staff will be attending submersible pump training covering diagnostics for the village's lift station pumps
- Jenson will be attending ICS 400 training later in the week

Recreation Director Blonien announced that fall programs had kicked off with try-it free punch card classes, and three Thursday night concerts remained in the series.

Village Manager Bailey announced that he, Division Chief Sharp, DPW Director Jenson, and Deputy Chief DeBarge would be attending emergency management training in Maryland during the next board meeting.

President Pfannerstill acknowledged receiving emails and phone calls from a River Reserve resident requesting multiple crosswalks on Maple Avenue, noting this was a county highway issue that would require coordination with the county if the board wished to pursue it. He highlighted the substantial costs involved, including $90,000 crosswalks with beacons.

He reminded residents about garbage services, explaining that residents could place one large item (like a sofa or chair, but not refrigerators) out each week with their regular garbage cart by calling to arrange pickup. He also promoted the drop-off site for residential non-commercial garbage, encouraging people to check the website for details as this service was included in their garbage fees.

Regarding Highway 83, he provided an update that while everyone hoped the construction signs would come down soon, they would likely remain until the end of October or into November. He clarified that the Village of Hartland was not in control of this project despite public comments suggesting otherwise.

Pfannerstill announced budget meetings scheduled for Wednesday at 6 PM and Thursday at 5:30 PM, explaining these sessions were where the board and staff develop the 2026 budget including any borrowing needs and department expenditures.

Finally, President Pfannerstill shared that Tony Arenas, son of Jerry and Marie Arenas who own Palmer's, had been diagnosed with stage 4 colon cancer. He sent a message of support, stating the community was praying for Tony and confident he would give it a good fight and be victorious against this cancer.

9. Adjourn
Motion (Pfeiffer/Hallquist) to adjourn. All were in favor, meeting adjourned at 7:45 pm.

Respectfully submitted,
Sandee Policello
Village Clerk

SPECIAL VILLAGE BOARD MEETING MINUTES
WEDNESDAY, SEPTEMBER 10, 2025 * 6:00 P.M.
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVE

Village Manager Bailey called the meeting to order at 6:00 pm.

Present: President Pfannerstill, Trustees de Boer, Truttschel, Pfeiffer, Wallschlager, Conner, Hallquist

Others Present: Village Manager Bailey, Andy Kristensen, Librarian, Chief, Misko, Deputy Chief DeBarge, Lt. Jewell, Lt. Souther, DPW Director Jenson, Operations Supervisor Jungbluth, Clerk Policello

1. Consideration and discussion regarding the proposed 2026 Village budget:
   a. General Introduction
      Village Manager Bailey gave a budget overview.
   b. Library Presentation
      Andy Kristensen presented the library's 2026 proposed budget.
   c. Police Presentation
      Chief Misko presented the police department's 2026 proposed budget.
   d. Public Works Presentation
      Tom Jenson presented the department of public works' 2026 proposed budget.

2. Adjourn
   Motion (Pfeiffer/Truttschel) to adjourn, all were in favor, motion carried.
   Meeting adjourned at 8:33 pm.

Respectfully submitted,
Sandee Policello
Village Clerk

SPECIAL VILLAGE BOARD MEETING MINUTES
WEDNESDAY, SEPTEMBER 11, 2025 * 5:30 P.M.
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVE

Village Manager Bailey called the meeting to order at 5:30 pm.

Present: Trustees de Boer, Truttschel, Pfeiffer, Wallschlager, Conner, Hallquist, President Pfannerstill arrived at 5:49 pm

Others Present: Village Manager Bailey, Recreation Director Blonien, Fire Chief Jambretz, Division Chief Sharp

1. Consideration and discussion regarding the proposed 2026 Village budget:
   a. Recreation Presentation
      Sam Blonien presented the recreation department's proposed 2026 budget.
   b. Fire and Ambulance Presentation
      Chief Jambretz presented the fire and ambulance proposed 2026 budget.
   c. Village Board, Administration, Finance, Elections, Municipal Building, Inspection, Cable TV, Other Funds, General Fund Revenues and Debt Service Presentations
      Village Manager Bailey presented the remaining proposed 2026 budget lines

2. Adjourn
   Motion (Pfeiffer/deBoer) to adjourn, all were in favor, motion carried.
   Meeting adjourned at 6:34 pm.

Respectfully submitted,
Sandee Policello
Village Clerk

Ruekert • Mielke W233 N2080 Ridgeview Parkway, Waukesha, WI 53188-1020 262-542-5733

September 12, 2025

Mr. Ryan Bailey, CPA
Village Manager
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Re: STH 83 Water Main Rehabilitation
Project Closeout

Dear Mr. Bailey:

In accordance with the Contract Documents, the Contractor for this project, Mid City Corporation has submitted a Final Application for Payment and has furnished the enclosed Contract-required items:

1. Consent of Surety to Final Payment.
2. List of Subcontractors, Suppliers, and service providers performing, furnishing, or procuring labor, services and materials on the Project.
3. Releases or waivers of lien from first tier Subcontractors and Suppliers.
4. Certificate or other evidence of completed operations insurance.

Enclosed is a closeout change order to level the contract price to match the actual quantities installed. If acceptable, please execute the change order and then execute the final application for payment to close out the project.

You may want to have your legal counsel and insurance advisor review the respective lien waivers, bonding, and insurance documents to verify legal effectiveness. If all are satisfactory, we recommend final payment, and give notice that the work is completed subject to the provisions of General Conditions paragraph 15.07.

If you or any staff member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch, P.E. (WI)
Municipal Services Team Leader
pgesch@ruekert-mielke.com

PWG:pwg
Enclosure(s)

cc: Tom Jenson, Village of Hartland
Sandee Policello, Village of Hartland

Change Order No. Two-Closeout

Date of Issuance:	June 12, 2025	Effective Date:	Upon Signature by Owner
Contract:	STH 83 Water Main Rehabilitation	Owner's Contract No.:	Village of Hartland
Contractor:	Mid City Corporation	Engineer:	Ruekert & Mielke, Inc.
Address:	12930 W. Custer Avenue Butler, WI 53007	Engineer's Project No.: Effective Date of Contract:	09-10089 July 24, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:
Closeout change order for final contract price adjustment.

Reason for Change Order:
To adjust contract price to reflect actual quantities installed.

Attachments:
Analysis of closeout change order.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price $ 2,313,825.00	Original Contract Times: Substantial Completion: October 11, 2024 Ready for Final Payment: May 31, 2025 Dates
Increase/Decrease from previously approved Change Orders: $ 0.00	Increase from previously approved Change Orders: Substantial Completion: December 6, 2024 Ready for Final Payment: No Change Dates
Contract Price prior to this Change Order: $ 2,313,825.00	Contract Times prior to this Change Order: Substantial Completion: December 6, 2024 Ready for Final Payment: May 31, 2025 Dates
Increase of this Change Order: $ 50,330.50	Increase/Decrease of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 Days/dates
Contract Price incorporating this Change Order: $ 2,364,155.50	Contract Times with all approved Change Orders: Substantial Completion: December 6, 2024 Ready for Final Payment: May 31, 2025 Dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Peter W. Gesch	By:	By:
Engineer (Authorized Signature) Peter W. Gesch, P.E. Ruekert & Mielke, Inc.	Owner (Authorized Signature) Village of Hartland	Contractor (Authorized Signature) Mid City Corporation
Date: June 12, 2025	Date:	Date: 8/27/2025

Ruekert • Mielke
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER: Village of Hartland
PROJECT: STH 83 Water Main Rehabilitation
DATE PREPARED: 6/12/2025

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT $	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
1	Mobilization	L.S.	1	$100,000.00	$ 100,000.00	1.00	$ 100,000.00
2	Traffic control	L.S.	1	$25,000.00	$ 25,000.00	1.00	$ 25,000.00
3	Dewatering	L.S.	1	$400,000.00	$ 400,000.00	1.00	$ 400,000.00
4	Swamp Mat Access Roads and Construction Entrances	L.S.	1	$235,000.00	$ 235,000.00	1.00	$ 235,000.00
5	Silt Fence	L.F.	900	$3.00	$ 2,700.00	1,045.00	$ 3,135.00
6	Water Main Lining Access Pit	EA.	6	$127,500.00	$ 765,000.00	6.00	$ 765,000.00
7	Remove Valve Manhole	EA.	4	$3,500.00	$ 14,000.00	4.00	$ 14,000.00
8	Remove Hydrant	EA.	2	$1,500.00	$ 3,000.00	2.00	$ 3,000.00
9	12-Inch CIPP Water Main Lining	L.F.	1,976	$275.00	$ 543,400.00	1,947.10	$ 535,452.50
10	12-Inch Water Main Valve in Valve Manhole	EA.	1	$15,000.00	$ 15,000.00	1.00	$ 15,000.00
11	12-Inch Water Main Valve	EA.	3	$5,500.00	$ 16,500.00	3.00	$ 16,500.00
12	Hydrant Assembly & Valve	EA.	1	$14,500.00	$ 14,500.00	1.00	$ 14,500.00
13	6-Inch Ductile Iron Hydrant Lead	L.F.	10.5	$250.00	$ 2,625.00	6.00	$ 1,500.00
14	12-Inch Ductile Iron Water Main, Spoil Backfill	L.F.	89	$1,000.00	$ 89,000.00	119.00	$ 119,000.00
15	1" Tap, Saddle & Corporation Valve	EA.	1	$3,500.00	$ 3,500.00	1.00	$ 3,500.00
16	1" Curb Valve & Valve Box	EA.	1	$1,000.00	$ 1,000.00	1.00	$ 1,000.00
17	1" Copper Water Service - Spoil Backfill	L.F.	6	$250.00	$ 1,500.00	20.00	$ 5,000.00
18	2" Tap, Saddle & Corporation Valve	EA.	1	$4,500.00	$ 4,500.00	1.00	$ 4,500.00
19	2" Curb Valve & Valve Box	EA.	1	$1,500.00	$ 1,500.00	1.00	$ 1,500.00
20	2" Copper Water Service - Spoil Backfill	L.F.	8	$300.00	$ 2,400.00	18.00	$ 5,400.00
21	Temporary Water Services	L.S.	1	$17,500.00	$ 17,500.00	1.00	$ 17,500.00
22	Wetland Restoration (Topsoil, Native Seed & Coconut Fiber Erosion Mat)	S.Y.	1,100	$10.00	$ 11,000.00	882.00	$ 8,820.00
23	Restoration (Topsoil, Seed & Erosion Mat)	S.Y.	1,400	$8.00	$ 11,200.00	4,481.00	$ 35,848.00
24	Pre-/Post-Construction Sewer Cleaning and Televising	L.S.	1	$34,000.00	$ 34,000.00	1.00	$ 34,000.00
	SUBTOTAL OF ORIGINAL CONTRACT ITEMS				***$ 2,313,825.00***		***$ 2,364,155.50***
	ADDITIONAL ITEMS						
					$ -		$ -
	SUBTOTAL OF ADDITIONAL ITEMS				**$ -**		**$ -**
				GRAND TOTALS:	***$ 2,313,825.00***		***$ 2,364,155.50***

ORIGINAL CONTRACT AMOUNT	**$2,313,825.00**
EXECUTED CHANGE ORDER(S)	**$0.00**
CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	**$2,313,825.00**

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Ruekert • Mielke
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER: Village of Hartland
PROJECT: STH 83 Water Main Rehabilitation
DATE PREPARED: 6/12/2025

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT $	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
				AMOUNT EARNED ON ORIGINAL CONTRACT ITEMS	$2,364,155.50		
				AMOUNT EARNED ON OTHER ITEMS	$0.00		
				TOTAL AMOUNT EARNED	$2,364,155.50		
				TOTAL AMOUNT EARNED	$2,364,155.50		
				LESS CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	($2,313,825.00)		
				CLOSE OUT CHANGE ORDER AMOUNT	$50,330.50		

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Contractor's Application for Payment No. 6-FINAL

	Application Date: 6/12/2025	**Application Period:** Closeout
To (Owner): Village of Hartland	**From** (Contractor): Mid City Corpotation	**Via** (Engineer): **Ruekert & Mielke, Inc.**
Contact: Tom Jenson	**Contact:** Thomas Zoulek	**Contact:** Peter W. Gesch, P.E.
Project: STH 83 Water Main Rehabilitation	**Address:** 12930 W. Custer Avenue Butler, WI 53007	**Address:** W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.:	**Contractor's Project No.:** 2470-1086	**Engineer's Project No.:** 09-10089.200

Change Order Summary

Approved Change Orders

Number	Additions	Deductions (Enter as Positive Number)
Closeout Change Order	$50,330.50	
TOTALS	$50,330.50	
NET CHANGE BY CHANGE ORDERS	**$50,330.50**	

1.	**ORIGINAL CONTRACT PRICE**	$ 2,313,825.00
2.	**Net change by Change Orders**	$ 50,330.50
3.	**CURRENT CONTRACT PRICE (Line 1 + Line 2)**	$ 2,364,155.50
4.	**TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates)**	$ 2,364,155.50
5.	**RETAINAGE:**	
	a. 5% X $1,182,077.75 **Work Completed**	$ 57,845.63
6.	**RETAINAGE REDUCTION TO DATE (Enter as Positive Number)**	$ 57,845.63
7.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)**	$ 2,364,155.50
8.	**LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)**	$ 2,306,309.87
9.	**AMOUNT DUE THIS APPLICATION**	$ 57,845.63

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	**Date:** 8/27/2025

Payment of: $ **$57,845.63**
(Line **9** or other - attach explanation of the other amount)

Recommended by: _____ 6/12/2025
Peter W. Gesch (Engineer) (Date)

Payment of: $ _____
(Line 9 or other - attach explanation of the other amount)

Approved by: _____ _____
(Owner) (Date)

Adapted from EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 6-FINAL

For (Project): **STH 83 Water Main Rehabilitation**

Application Date: 6/12/2025

Application Period: Closeout

Owner's Contract No.:

Engineer's Project No.: 09-10089.200

A	B	C	D	E	F	G	H	I	J	K	L
						Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value ($)	Estimated Quantity Installed	Value of Work Installed ($)	Estimated Quantity Installed	Value of Work Installed ($)	Estimated Quantity Installed	Value of Work Installed ($)
1	Mobilization	L.S.	1	$100,000.00	$ 100,000.00	**1.00**	$ 100,000.00		$ -	**1.00**	$ 100,000.00
2	Traffic control	L.S.	1	$25,000.00	$ 25,000.00	**1.00**	$ 25,000.00		$ -	**1.00**	$ 25,000.00
3	Dewatering	L.S.	1	$400,000.00	$ 400,000.00	**1.00**	$ 400,000.00		$ -	**1.00**	$ 400,000.00
4	Swamp Mat Access Roads and Construction Entrances	L.S.	1	$235,000.00	$ 235,000.00	**1.00**	$ 235,000.00		$ -	**1.00**	$ 235,000.00
5	Silt Fence	L.F.	900	$3.00	$ 2,700.00	**1,045.00**	$ 3,135.00		$ -	**1,045.00**	$ 3,135.00
6	Water Main Lining Access Pit	EA.	6	$127,500.00	$ 765,000.00	**6.00**	$ 765,000.00		$ -	**6.00**	$ 765,000.00
7	Remove Valve Manhole	EA.	4	$3,500.00	$ 14,000.00	**4.00**	$ 14,000.00		$ -	**4.00**	$ 14,000.00
8	Remove Hydrant	EA.	2	$1,500.00	$ 3,000.00	**2.00**	$ 3,000.00		$ -	**2.00**	$ 3,000.00
9	12-Inch CIPP Water Main Lining	L.F.	1,976	$275.00	$ 543,400.00	**1,947.10**	$ 535,452.50		$ -	**1,947.10**	$ 535,452.50
10	12-Inch Water Main Valve in Valve Manhole	EA.	1	$15,000.00	$ 15,000.00	**1.00**	$ 15,000.00		$ -	**1.00**	$ 15,000.00
11	12-Inch Water Main Valve	EA.	3	$5,500.00	$ 16,500.00	**3.00**	$ 16,500.00		$ -	**3.00**	$ 16,500.00
12	Hydrant Assembly & Valve	EA.	1	$14,500.00	$ 14,500.00	**1.00**	$ 14,500.00		$ -	**1.00**	$ 14,500.00
13	6-Inch Ductile Iron Hydrant Lead	L.F.	10.5	$250.00	$ 2,625.00	**6.00**	$ 1,500.00		$ -	**6.00**	$ 1,500.00
14	12-Inch Ductile Iron Water Main, Spoil Backfill	L.F.	89	$1,000.00	$ 89,000.00	**119.00**	$ 119,000.00		$ -	**119.00**	$ 119,000.00
15	1" Tap, Saddle & Corporation Valve	EA.	1	$3,500.00	$ 3,500.00	**1.00**	$ 3,500.00		$ -	**1.00**	$ 3,500.00
16	1" Curb Valve & Valve Box	EA.	1	$1,000.00	$ 1,000.00	**1.00**	$ 1,000.00		$ -	**1.00**	$ 1,000.00
17	1" Copper Water Service - Spoil Backfill	L.F.	6	$250.00	$ 1,500.00	**20.00**	$ 5,000.00		$ -	**20.00**	$ 5,000.00
18	2" Tap, Saddle & Corporation Valve	EA.	1	$4,500.00	$ 4,500.00	**1.00**	$ 4,500.00		$ -	**1.00**	$ 4,500.00
19	2" Curb Valve & Valve Box	EA.	1	$1,500.00	$ 1,500.00	**1.00**	$ 1,500.00		$ -	**1.00**	$ 1,500.00
20	2" Copper Water Service - Spoil Backfill	L.F.	8	$300.00	$ 2,400.00	**18.00**	$ 5,400.00		$ -	**18.00**	$ 5,400.00
21	Temporary Water Services	L.S.	1	$17,500.00	$ 17,500.00	**1.00**	$ 17,500.00		$ -	**1.00**	$ 17,500.00
22	Wetland Restoration (Topsoil, Native Seed & Coconut Fiber Erosion	S.Y.	1,100	$10.00	$ 11,000.00	**882.00**	$ 8,820.00		$ -	**882.00**	$ 8,820.00
23	Restoration (Topsoil, Seed & Erosion Mat)	S.Y.	1,400	$8.00	$ 11,200.00	**4,481.00**	$ 35,848.00		$ -	**4,481.00**	$ 35,848.00
24	Pre-/Post-Construction Sewer Cleaning and Televising	L.S.	1	$34,000.00	$ 34,000.00	**1.00**	$ 34,000.00		$ -	**1.00**	$ 34,000.00
TOTAL BID ITEMS 1-85					**$ 2,313,825.00**		**$ 2,364,155.50**		**$ -**		**$ 2,364,155.50**
ADDITIONAL ITEMS											
					$ -		$ -		$ -		$ -
					$ -		$ -		$ -		$ -
TOTAL ADDITIONAL ITEMS					**$ -**		**$ -**		**$ -**		**$ -**
TOTAL ALL ITEMS					**$ 2,313,825.00**		**$ 2,364,155.50**		**$ -**		**$ 2,364,155.50**

Adapted from EJCDC C-620 Contractor's Application for Payment
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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

Bond No 1102337

PROJECT:
(name, address) STH 83 Water Main Rehabilitation

TO (Owner)

VILLAGE OF HARTLAND
210 Cottonwood Avenue
Hartland WI 53029

ARCHITECT'S PROJECT NO:
CONTRACT FOR:
STH 83 Water Main Rehabilitation
CONTRACT DATE: 7/24/2024

CONTRACTOR: MID CITY CORPORATION

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)
THE HANOVER INSURANCE COMPANY
440 Lincoln Street
Worcester MA 01653
, SURETY COMPANY

on bond of (here insert name and address of Contractor)

MID CITY CORPORATION
12930 W. Custer Avenue
Butler WI 53007
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

VILLAGE OF HARTLAND
210 Cottonwood Avenue
Hartland WI 53029
, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,
the Surety Company has hereunto set its hand this 28th day of August, 2025

THE HANOVER INSURANCE COMPANY
Surety Company

~~Attest~~ Witness: Jill Anhalt
(Seal):

Signature of Authorized Representative

Trudy A. Szalewski Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

ONE PAGE

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kelly Cody, Roxanne Jensen, Brian Krause, Trudy A. Szalewski and/or Marc Sacia

Of **Aon Risk Solutions, Green Bay, WI,** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 ($50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **22nd** day of **April 2025**

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this **22nd** day of **April, 2025** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

KATHLEEN M. SIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027

Kathleen M.Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 28th day of August 2025

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, altered, or repaired and to the appurtenances thereunto:

For Owner: Village of Hartland

By Supplier: Core and Main

For: Piping, valves, and appurtenances

Same being situated in Waukesha County, State of Wisconsin as described below:

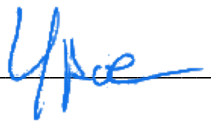
STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 2nd day of September, 2025.

Name: Yolanda Poe

Signature: 

Title: Sr. Credit Associate

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, alterered, or repaired and to the appurtenances thereunto:

For Owner: Village of Hartland

By Supplier: Ferguson Waterworks

For: Castings and piping materials

Same being situated in Waukesha County, State of Wisconsin as described below:

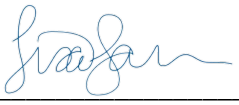
STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 28th day of AUG, 2025.

Name: Ferguson Waterworks

Signature: 

Title: Lisa Larsen / Credit Coordinator

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, altered, or repaired and to the appurtenances thereunto:

For Owner: Village of Hartland

By Supplier: Indelco

For: PVC pipe and fittings

Same being situated in Waukesha County, State of Wisconsin as described below:

STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 29 day of Aug, 2025.

Name: Amanda Remer

Signature: Amanda Rem

Title: AR Lead

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, altered, or repaired and to the appurtenances thereunto:

For Owner: Village of Hartland

By Supplier: Lannon Stone Products

For: Aggregate

Same being situated in Waukesha County, State of Wisconsin as described below:

STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 8 day of September 2025.

Name: Alyssa Jacobson

Signature: Alyssa J

Title: Accounts Receivable

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, altered, or repaired and to the appurtenances thereunto:

For Owner: Village of Hartland

By Subcontractor: Michels Trenchless, Inc.

For: Liner Installation

Same being situated in Waukesha County, State of Wisconsin as described below:

STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 2nd day of Sept., 2025.

Name: Steven Kenny

Signature:

Title: Vice President of Business Operations

24-124 Hwy 83

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, altered, or repaired and to the appurtenances thereunto:

For Owner: Village of Hartland

By Subcontractor: Midwest Drilled Foundations

For: Dewatering shaft installation

Same being situated in Waukesha County, State of Wisconsin as described below:

STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 8th day of Sept, 2025.

Name: Paul Jacob

Signature: _____

Title: Controller

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, altered, or repaired and to the appurtenances thereunto: Through 08-31-2025

For Owner: Village of Hartland

By Supplier: Old Castle

For: Precast Concrete

Same being situated in Waukesha County, State of Wisconsin as described below:

STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 9th day of September, 2025.

Name: Crystal Telfair

Signature: Crystal Telfair

Title: AR Specialist

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, altered, or repaired and to the appurtenances thereunto:

For Owner: Village of Hartland

By Subcontractor: Strieter Farms

For: Trucking

Same being situated in Waukesha County, State of Wisconsin as described below:

STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 03 day of Sept., 2025.

Name: John Strieter

Signature: John Strieter

Title: Owner

Waiver of Lein

For value received, we hereby waive and relinquish all rights and claims for lien on land an on buildings about to be erect, being erected, erected, altered, or repaired and to the appurtenances thereunto:

For Owner: Village of Hartland

By Subcontractor: Water Diagnostics

For: Water bacteriological sampling

Same being situated in Waukesha County, State of Wisconsin as described below:

STH 83 Water Main Rehabilitation

Hartland, WI

For all labor performed, services rendered, and material furnished by the undersigned for the erection, construction, alteration or repair of said building and appurtenances.

Dated this 28th day of August, 2025.

Name: Tamara Sahai

Signature: _____

Title: Laboratory Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deborah Madsen	
R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610	PHONE (A/C, No, Ext): (262)574-7000	FAX (A/C, No): (262)574-7080
	E-MAIL ADDRESS: clcertificates@rrins.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Phoenix Insurance Company	25623
INSURER B :	Charter Oak Fire Insurance Company	25615
INSURER C :	Travelers Property Casualty Insurance Company of America	25674
INSURER D :	The Travelers Indemnity Company of Connecticut	25682
INSURER E :		
INSURER F :		

INSURED

Mid City Corporation
12930 W Custer Ave
Butler, WI 53007-1112

COVERAGES **CERTIFICATE NUMBER:** 689947 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CO-A2636889	01-01-2025	01-01-2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		810-A2565167	01-01-2025	01-01-2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X		CUP-A6737643	01-01-2025	01-01-2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-A2645026	01-01-2025	01-01-2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Builder's Risk			630-A6475466	01-01-2025	01-01-2026	Aggregate Limit Deductible	7,800,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: STH 83 Water Main Rehabilitation, Village of Hartland. Village of Hartland, its officers, employees and agents, and Ruekert & Mielke, Inc., and any others required by the contract are Additional Insureds on a primary and non-contributory basis for General Liability, including ongoing and completed operations, Auto Liability, and Umbrella Liability per forms listed above when required by a written contract and per scheduled form CG2032. A 30-Day Notice of Cancellation applies in favor of Village of Hartland for reasons other than non-payment.

CERTIFICATE HOLDER

Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
      (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

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(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known

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to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

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a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

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B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   - **a.** An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
   - **b.** A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
   - **c.** A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
   - **d.** An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   - **e.** A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
   - **a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
     - **(1)** "Bodily injury" or "personal injury":
       - **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
       - **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
       - **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
       - **(d)** Arising out of his or her providing or failing to provide professional health care services.

       Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
     - **(2)** "Property damage" to property:
       - **(a)** Owned, occupied or used by; or
       - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

       you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of

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any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprison-ment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

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7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B:**

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

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e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.

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3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D., DEFENSE AND SUPPLEMENTARY PAYMENTS,** of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

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G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
   d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1), (2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES.** As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat

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charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;
   d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
   e. Any similar risk transfer or risk management method.

   "Other insurance" does not include:
   a. Any "underlying insurance"; or
   b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

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(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft,

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watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

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c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

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23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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To: Village President & Board of Trustees
From: Tonia Smith, Fiscal Clerk
Date: September 17, 2025
RE: Voucher List

Attached is the voucher list for the
September 22, 2025 Village Board Meeting

September 22, 2025 Checks:	$	349,296.73
Total Amount of all Checks:	$	349,296.73

VILLAGE OF HARTLAND
VOUCHER LIST - SEPTEMBER 22, 2025

Account Descr	Search Name	Comments	Amount
G 101-23000 SPECIAL DEPOSITS	BUDS CONCRETE LLC	308 NORTH AVE ROW DEPOSIT REFUND	$2,000.00
R 101-44300 PERMITS	EDGE ELECTRIC	DUPLICATE PAYMENT 900 WALNUT RIDGE	$140.00
G 101-23000 SPECIAL DEPOSITS	FLANAGAN-DORN POST 294	CANTEEN AGREEMENT DEPOSIT REFUND	$1,000.00
R 101-46730 RECREATION CLASSES	GLASSNER, CAROL	TECH FOR ADULTS CLASS CANCELED	$23.00
G 101-31620 FINE ARTS CENTER DONATIONS	GRUNFELDER, EMILIE	THURSDAY NIGHT CONCERT 9/25/25	$65.00
G 101-23000 SPECIAL DEPOSITS	OLIVER CONSTRUCTION	1025 WALNUT RIDGE OCCUPANCY REFUND	$500.00
R 101-44300 PERMITS	PALMERS TENT EVENT CHARITIES	SPECIAL EVENT REFUND	$75.00
G 101-31620 FINE ARTS CENTER DONATIONS	RUSTY BUCKET PRODUCTIONS LLC	THURSDAY NIGHT CONCERT 092525	$595.00
R 101-46735 TO THE POINTE DANCE PROGRAM	SCHELLHAAS, SARA	DANCE CLASS CANCELED	$420.00
			$4,818.00
AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER	$137.73
E 101-52300-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	VARIOUS TOOLS	$104.24
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	$177.54
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	$389.95
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	$511.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	$39.92
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	$340.08
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	$220.66
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	$319.04
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	$75.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	$242.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	$306.00
AMBULANCE			$2,864.16
CEMETERY			
E 101-54910-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	SEALER/ ZEP SPRAYER	$19.72
CEMETERY			$19.72
CORPORATE RESERVE EXPENSES			
E 402-59900-855 LIBRARY EXPENSE	RZ HEATING AND COOLING	REPLACEMENT OF 2 ROOFTOP UNITS	$24,860.00
CORPORATE RESERVE EXPENSES			$24,860.00
CRACK SEALING/PATCHING/POTHOLE			
E 401-70235-285 CONSTRUCTION COSTS	FAHRNER ASPHALT SEALERS LLC	BINDER WINDRUSH SUBDIVISION	$22,660.00
CRACK SEALING/PATCHING/POTHOLE			$22,660.00
ECONOMIC DEVELOPMENT			
E 804-56700-719 EVENTS	NORTHERN LIGHTS DRONE SHOWS	DRONE SHOW FULL CONTRACT	$13,500.00

Account Descr	Search Name	Comments	Amount
ECONOMIC DEVELOPMENT			$13,500.00
FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	$94.25
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	$171.86
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	$56.66
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	LWMMI ANNUAL PACKAGE	$55,895.50
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	WORK COMP	$29,224.00
FINANCIAL ADMINISTRATION			$85,442.27
FIRE PROTECTION			
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	$75.00
E 101-52200-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	FRONT TIRES/ ROTATE TIRES	$2,290.16
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	$242.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	$305.00
FIRE PROTECTION			$2,912.66
GENERAL ADMINISTRATION			
E 101-51400-210 LEGAL SERVICES	LAW OFFICE OF KIMBERLY KERSHEK	LEGAL SERVICES	$1,200.00
E 101-51400-210 LEGAL SERVICES	LAW OFFICE OF KIMBERLY KERSHEK	LEGAL SERVICES	$14.50
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	$187.50
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	$5,826.20
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	$5,006.50
GENERAL ADMINISTRATION			$12,234.70
LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	SS CLAMPS	$42.26
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	FIRST RESPONDERS PSYCH SERVICE	THERAPY SERVICES	$175.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	CLASS A SHIRT	$76.99
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GREENWOOD, NICHOLAS	REIMBURSEMENT FOR MEALS	$49.50
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#9 MOUNT TIRES	$145.58
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SPARE TIRE SERVICE	$32.77
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#1 OIL CHANGE	$137.88
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	JOSWICK, LUKE	CLOTHING REIMBURSEMENT	$51.36
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	PHONE SEARCHES	$163.14
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	$375.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL DRAWS	$157.56
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	TACTICAL SOLUTIONS	DRAGON EYE SPEED LIDAR	$2,209.45
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	INMATE BILLING	$62.54
LAW ENFORCEMENT			$3,679.03
LIBRARY			
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	$187.50

Account Descr	Search Name	Comments	Amount
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	TOILET TISSUE/ BATHROOM TOWELS	$333.00
E 101-55110-310 BOOKS & MATERIALS	PLAYAWAY PRODUCTS	VARIOUS PLAYAWAYS	$181.98
E 101-55110-310 BOOKS & MATERIALS	PLAYAWAY PRODUCTS	VARIOUS PLAYAWAYS	$151.98
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER SERVICES STAFF	$434.99
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER SERVICES FLOOR	$186.88
E 101-55110-310 BOOKS & MATERIALS	TONIES US INC	AUDIOS	$406.00
LIBRARY			$1,882.33
MISC SIDEWALK/CURB REPAIRS			
E 401-75010-285 CONSTRUCTION COSTS	ACE REDI-MIX INC	CONCRETE 210 COTTONWOOD	$385.00
E 401-75010-285 CONSTRUCTION COSTS	ACE REDI-MIX INC	CONCRETE 371 PROSPECT	$1,785.00
E 401-75010-285 CONSTRUCTION COSTS	OZINGA	CONCRETE FOR SIDEWALK REPAIR	$1,062.00
MISC SIDEWALK/CURB REPAIRS			$3,232.00
MUNICIPAL BUILDING			
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	TOILET TISSUE/ BATHROOM TOWELS	$333.00
MUNICIPAL BUILDING			$333.00
PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	TOILET AUGER	$17.88
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	NUTONE 110	$119.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	NUTONE 110 RETURN	-$119.00
E 101-55200-470 LANDSCAPE PLANTINGS	MERTON FEED CO.	STRAW	$648.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	NORTH WOODS CHEMICAL CORP.	VARIOUS CLEANING SUPPLIES	$327.93
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	PORTABLE RESTROOMS	$172.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	PORTABLE RESTROOMS	$291.00
PARKS			$1,456.81
PUBLIC WORKS			
E 101-53000-410 STREETS GEN MAINT	ACE REDI-MIX INC	CONCRETE 650 E INDUSTRIAL	$1,150.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDFD FUEL	$1,239.82
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	$622.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO-LEAD FUEL	$2,896.62
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO-LEAD FUEL	$2,304.97
E 101-53000-235 STREET SWEEPING	GFL ENVIRONMENTAL	STREET SWEEPINGS	$3,753.74
E 101-53000-180 OTHER BENEFITS	HAYES, MATTHEW	CLOTHING ALLOWANCE	$195.34
E 101-53000-410 STREETS GEN MAINT	HOME DEPOT	CONCRETE	$211.68
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	$158.76
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	$217.17
E 101-53000-345 STAFF EDUCATION/TRAINING	JENSON, TOM	MILEAGE AND MEAL FOR CONFERENCE	$114.23
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	VARIOUS HARDWARE	$608.04
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	VARIOUS HARDWARE	$263.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	TIRES FOR #18	$2,073.26

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	FAN HOUSING	$43.23
E 101-53000-235 STREET SWEEPING	STRIETER FARM TRUCK SERVICE	HAUL STREET SWEEPINGS	$325.00
E 101-53000-235 STREET SWEEPING	TVL TRUCKING	HAUL STREET SWEEPINGS	$1,007.50
PUBLIC WORKS			$17,184.86
RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AMERICAN LITHO	FALL GUIDE PRINTING	$4,752.00
E 101-55300-303 SUMMER REC EXPENSES	DOUSMAN TRANSPORT	SUMMER CAMP TRANSPOTATION	$170.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	FOX BROS PIGGLY WIGGLY	ICE	$11.97
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	FOX BROS PIGGLY WIGGLY	ICE	$14.47
E 101-55300-302 TO THE POINTE DANCE PROGRAM	HECKEL DANCE LLC	VAL PETITE FEET	$3,444.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	HOOPER HANDS BASKETBALL AC	BASKETBALL 101 & 102	$1,985.60
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	TREETOP EXPLORER LLC	TREE CLIMBING CLASSES	$74.00
RECREATION PROGRAMS/EVENTS			$10,452.04
REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	GFL ENVIRONMENTAL	GARBAGE COLLECTION	$51,796.53
REFUSE & GARBAGE COLLECTION			$51,796.53
SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	$14.50
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	NORTH WOODS CHEMICAL CORP.	VARIOUS CLEANING SUPPLIES	$184.58
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	$56.67
E 204-53610-800 CAPITAL OUTLAY	VISU-SEWER, INC.	STRONG SEAL LINING	$11,287.65
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	VISU-SEWER, INC.	CCTV BY ARLENE	$1,540.00
SEWER SERVICE			$13,083.40
SPLASHPAD UPDATES			
E 401-76180-285 CONSTRUCTION COSTS	COUNTY MATERIALS CORP	MORTAR FOR SPLASH PAD	$1,058.00
SPLASHPAD UPDATES			$1,058.00
WATER UTILITY			
E 620-53700-682 TRANSPORTATION EQUIPMENT	BABCOCK AUTO SPRING	REAR SPRINGS WATER TRUCK	$1,467.35
E 620-53700-923 OUTSIDE SERVICES	BAKER TILLY	AUDIT FEES	$1,312.50
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	FSA FEES	$36.25
E 620-53700-933 TRANSPORTATION EXPENSES	EH WOLF	MOTOR OIL	$1,597.60
E 620-53700-652 MAINTENANCE OF SERVICES	FERGUSON WATERWORKS	CURB STOP BOX TOPS	$96.00
E 620-53700-651 MAINTENANCE OF MAINS	FERGUSON WATERWORKS	CLAMP/ COMPS	$416.00
E 620-53700-652 MAINTENANCE OF SERVICES	FERGUSON WATERWORKS	CURB STOP BOX TOPS	$96.00
E 620-53700-650 MAINT-DIST RESERVE/STANDPIPE	HALQUIST STONE CO INC	ASPHALT DISPOSAL	$99.01
E 620-53700-651 MAINTENANCE OF MAINS	HALQUIST STONE CO INC	ROAD GRAVEL	$423.64
E 620-53700-650 MAINT-DIST RESERVE/STANDPIPE	HALQUIST STONE CO INC	ASPHALT DISPOSAL	$60.00
E 620-53700-631 WATER TREATMENT - CHEMICALS	MARTELLE WATER TREATMENT	WELLHOUSE CHEMICALS	$7,752.50

Account	Descr	Search Name	Comments	Amount
E 620-53700-673	TRANS&DIST MAINS	MID CITY CORPORATION	WATER MAIN REHABILITATION	$57,845.63
E 620-53700-923	OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING	$87.00
E 620-53700-923	OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING	$184.25
E 620-53700-923	OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING	$116.00
E 620-53700-923	OUTSIDE SERVICES	ONTECH SYSTEMS, INC	IT SERVICES	$37.50
E 620-53700-923	OUTSIDE SERVICES	ONTECH SYSTEMS, INC	CLOUD BACKUP	$56.67
E 620-53700-684	TOOLS/SHOP/GARAGE EQUIPMENT	PROVEN POWER INC	CONCRETE SAW	$1,799.99
E 620-53700-408	TAXES/EQUIVALENTS	PUBLIC SERVICE COMMISSION	SIMPLIFIED RATE CASE REVIEW	$63.11
E 620-53700-651	MAINTENANCE OF MAINS	STARK PAVEMENT CORPORATION	3/8" SURFACE	$589.78
E 620-53700-651	MAINTENANCE OF MAINS	STARK PAVEMENT CORPORATION	3/8" SURFACE	$1,690.44
WATER UTILITY				$75,827.22
				$349,296.73

VILLAGE OF HARTLAND WISCONSIN

210 Cottonwood Avenue
Hartland WI 53029
262-367-2714 FAX: 262-367-2430
www.villageofhartland.wi.gov

SPECIAL EVENT PERMIT APPLICATION

Permit approved	_____	Date	_____
Permit fees paid	_____	Date	_____
Deposit paid	_____	Date	_____
Deposit returned	_____	Date	_____

FEES ARE NON-REFUNDABLE

APPLICATION AND PERMIT FEES ARE REQUESTED 60 DAYS PRIOR TO YOUR EVENT. EVENTS WITHIN 60 DAYS ARE SUBJECT TO DENIAL BY VILLAGE STAFF OR THE VILLAGE BOARD.

ORGANIZATION INFORMATION

Name of Organization: Hartland Chamber of Commerce

Street Address	City	State	Zip
300 Cottonwood Ave	Hartland	WI	53029

Phone Number	Are you a 501(c)3 Organization?		
262-~~367-7059~~	yes	(Yes)	No

Event Contact Person (First & Last Name): Elise Miller

Address	City	State	Zip
Same			

Email	Phone Number	Day of Event Phone Number
chamberdirector@hartland-wi.org		262-328-3435

If applicant is a partnership, provide names, addresses and phone numbers for all partners. Provide names, addresses and phone numbers for all officers and directors if corporation or members if applicant is a limited-liability company.

EVENT INFORMATION

Name of Event	Date(s) of Event
Business Trick or Treat	10-23-25
Event Start Time	**Event End Time**
6:00 pm	8:00 pm

Location of the Event*: Downtown Hartland + Hartbrook Mall

Will your event take place in a Village of Hartland Park?	Yes	No
		✓

You MUST attach a detailed map/diagram of your event indicating the specific location and layout for event including vendors, generators, parking, proposed road closures, structures and portable toilets.

****If you are using a Village Park, you must complete the Park Facility Reservation Application and reserve the park facility prior to getting your special event permit approved by the Village Board.***

OTHER INFORMATION				
Generally describe your event and its purpose Trick or Treat at businesses				
Estimated Number of Participants 2000 +	Spectators	Vendors (open businesses) 50		
Will alcohol be sold/served? ***If yes, liquor and bartender licenses are necessary under separate application.***			Yes	X No
Will you be selling/serving food? Possibly selling pizza			(Yes)	~~X~~ No
Will you have food trucks? ***If yes, you will need to obtain Outside Food Vendor Permits under separate application.***			Yes	X No
If yes, how many food trucks will be at the event?				
Will you be selling merchandise? ***If yes, you will need to obtain a Solicitor's Permit under separate application.***			Yes	X No
Does the event involve fireworks? ***If yes, you will need to obtain a Fireworks Permit under separate application.***			Yes	X No
Does the event involve amplified music?			Yes	X No
If yes, will the amplified music be a:			Band	DJ
Hours of amplified music:				
Noise is regulated within the Village of Hartland. The Village ordinance states that no person shall make loud noise such as may tend to unreasonably annoy or disturb the peace and quiet of another in the vicinity. Music for special events shall terminate at 9:00 p.m. if the event held Sunday through Thursday and at 11:00 p.m. if the event is held on a Friday, Saturday or holiday weekend.				
Is street closure requested?			Yes	X No
Hours of street closure:				
Diagram for Street Closure Provided?			Yes	No
Will you need barricades provided by the Village for your event?			Yes	X No
How many barricades needed for your event?				
"Road Closed" signs requested?			Yes	X No
Will you be erecting any tents, canopies or other temporary structure(s)? ***If yes, You will need to provide a plan for their proposed locations and the Department of Public Works will need to inspect these structures prior to the start of your event. Tents over 400 sq. feet will require inspection by the Building Inspector.***			X Yes	No
Will you be providing portable restrooms and wash stations?			Yes	X No

OTHER INFORMATION CONTINUED

If yes, how many will you provide and where will they be located? Also how will solid waste be disposed of?

Will you provide parking for participants?	Yes	✗ No

If yes, where will parking be available?

Public Lots + Street

Will you provide a dumpster/clean-up services?	Yes	✗ No

If yes, please describe your clean-up and refuse collection plan.

Will the event require additional security? cross guard help	✗ Yes	No
Will you have an emergency plan in the event of severe weather? cancel event	✗ Yes	No
Will the event require first aid and/or emergency responders?	Yes	✗ No

INSURANCE REQUIREMENTS

The Special Event Sponsor will obtain liability insurance for the event. Proof of this insurance with coverage no less than $1,000,000, must list the Village of Hartland as an additional insured party and is due no later than 20 days before the event.

Are you able to provide these insurance documents?	✗ Yes	No

DEPOSIT REQUIREMENTS

For events to held in a Village Park:The applicant may be required to submit to the Village a refundable deposit based on number of attendees (see Park Facility Reservation Application). The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within twelve (12) hours after the conclusion of the event.

TERMINATION OF AN EVENT

The Village reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by the Hartland Police Department and/or Fire Department and/or there is a violation of Village Ordinances, State Statutes or the terms of the Applicant's permit. The Village Administrator and/or his/her designee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

By signing this form, the applicant certifies authorization to act on behalf of their organization and hereby agrees to hold the Village, its officers, employees, agents and contractors, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval. The applicant is responsible for obtaining all necessary reservations, permits and licenses.

Signature of Applicant

9/3/25
Date

For staff use only

Park/Rec. Board approval, if necessary, on: _____

Village Board approval, if necessary, on: _____

Application forwarded to:

- ☐ *Administrator*
- ☐ *Building Inspector*
- ☐ *Fire Chief*
- ☐ *Police Chief*
- ☐ *Public Works Director*
- ☐ *Rec Director*

Date: _____

DEPT.	APPROVE	DENY	BY	REASON (if denied)
Bldg. Insp.				
Clerk	9-5-25			
Fire	9/8/25			
Police	9/8/25		Chief Moske	
Public Works	9/8/25			
Rec				

Fees

_____	Outside Food Vendors	_____	Special Event Permit	TOTAL FEES
_____	Park Facility Fees	_____	Temp. Bartender's	_____
_____	Solicitor's Permit(s)	_____	Temp. Class B	

All requirements for this special event have been met.

Village Administrator approval _____

Date 9-5-25

OP ID: SS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Icon Insurance Service Corp 557 Cottonwood Ave Suite 108 Hartland, WI 53029 Sandra E Spanaus	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HARTL-1
INSURED Hartland Chamber of Commerce 300 Cottonwood Ave Suite 12 Hartland, WI 53029	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hartford INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		83SBAAB5412	10/09/2025	10/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			83SBAAB5412	10/09/2025	10/09/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WECAB8SYL	10/09/2025	10/09/2026	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For event: Business Trick Or Treat
Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

VILLAGE

Village Of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sandra E Spanaus

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VILLAGE OF HARTLAND WISCONSIN

210 Cottonwood Avenue
Hartland WI 53029
262-367-2714 FAX: 262-367-2430
www.villageofhartland.wi.gov

SPECIAL EVENT PERMIT APPLICATION

Permit approved	_____	Date	_____
Permit fees paid	_____	Date	_____
Deposit paid	_____	Date	_____
Deposit returned	_____	Date	_____

FEES ARE NON-REFUNDABLE

APPLICATION AND PERMIT FEES ARE DUE 60 DAYS PRIOR TO YOUR EVENT

ORGANIZATION INFORMATION

Name of Organization: Hartland BID / Marlene Millevolte

Street Address	City	State	Zip
135 Cottonwood Ave	Hartland	WI	53029

Phone Number	Are you a 501(c)3 Organization?	Yes	No
262-719-4324			X

Event Contact Person (First & Last Name): Marlene Millevolte / Kristyn Smith

Address	City	State	Zip

Email	Phone Number	Day of Event Phone Number
thecountryfinearts@gmail.com / bid@downtownhartland.com	262-366-2345	262-719-4324 — Marlene 262-366-2345 — Kristyn

If applicant is a partnership, provide names, addresses and phone numbers for all partners. Provide names, addresses and phone numbers for all officers and directors if corporation or members if applicant is a limited-liability company.

EVENT INFORMATION

Name of Event	Date(s) of Event
Hartland Lights	12-5-2025

Event Start Time	Event End Time
6pm	9pm

Location of the Event*: Downtown, Corner of Cottonwood + Hill

Will your event take place in a Village of Hartland Park?	Yes	No
		X

You MUST attach a detailed map/diagram of your event indicating the specific location and layout for event including vendors, generators, parking, proposed road closures, structures and portable toilets.

****If you are using a Village Park, you must complete the Park Facility Reservation Application and reserve the park facility prior to getting your special event permit approved by the Village Board.***

VB: 9-22-25

OTHER INFORMATION

Generally describe your event and its purpose

Annual Village tree lighting and holiday activities
Drone show in Village Hall parking Lot.
Drones to be staged in Nixon Park

Estimated Number of Participants	Spectators	Vendors
300 - 500 +		

Will alcohol be sold/served? ***If yes, liquor and bartender licenses are necessary under separate application.***	Yes	X No
Will you be selling/serving food?	Yes	X No
Will you have food trucks? ***If yes, you will need to obtain Outside Food Vendor Permits under separate application.***	Yes	X No
If yes, how many food trucks will be at the event?		
Will you be selling merchandise? ***If yes, you will need to obtain a Solicitor's Permit under separate application.***	Yes	X No
Does the event involve fireworks? ***If yes, you will need to obtain a Fireworks Permit under separate application.***	Yes	X No
Does the event involve amplified music?	X Yes	No
If yes, will the amplified music be a:	Band	X DJ
Hours of amplified music: 6 - 6:30pm + 8 - ~~8:30~~pm 8:15pm		
Noise is regulated within the Village of Hartland. The Village ordinance states that no person shall make loud noise such as may tend to unreasonably annoy or disturb the peace and quiet of another in the vicinity. Music for special events shall terminate at 9:00 p.m. if the event held Sunday through Thursday and at 11:00 p.m. if the event is held on a Friday, Saturday or holiday weekend.		
Is street closure requested? PD organizes and manages the closure for the tree lighting ceremony	X Yes	No
Hours of street closure:		
Diagram for Street Closure Provided? Photo included	X Yes	No
Will you need barricades provided by the Village for your event?	X Yes	No
How many barricades needed for your event? Yes	~~10~~	
"Road Closed" signs requested?	Yes	X No
Will you be erecting any tents, canopies or other temporary structure(s)? ***If yes, You will need to provide a plan for their proposed locations and the Department of Public Works will need to inspect these structures prior to the start of your event. Tents over 400 sq. feet will require inspection by the Building Inspector.*** Maybe 1 10'x10' tent	X Yes	No
Will you be providing portable restrooms and wash stations?	Yes	X No

OTHER INFORMATION CONTINUED		
If yes, how many will you provide and where will they be located? Also how will solid waste be disposed of?		
Will you provide parking for participants?	Yes	X No
If yes, where will parking be available?		
Will you provide a dumpster/clean-up services?	Yes	X No
If yes, please describe your clean-up and refuse collection plan.		
Will the event require additional security? Police Dept.	X Yes	No
Will you have an emergency plan in the event of severe weather?	X Yes	No
Will the event require first aid and/or emergency responders?	Yes	X No

INSURANCE REQUIREMENTS		
The Special Event Sponsor will obtain liability insurance for the event. Proof of this insurance with coverage no less than $1,000,000, must list the Village of Hartland as an additional insured party and is due no later than 20 days before the event.		
Are you able to provide these insurance documents? Through Village	Yes	No

DEPOSIT REQUIREMENTS
For events to held in a Village Park:The applicant may be required to submit to the Village a refundable deposit based on number of attendees (see Park Facility Reservation Application). The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within twelve (12) hours after the conclusion of the event.

TERMINATION OF AN EVENT

The Village reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by the Hartland Police Department and/or Fire Department and/or there is a violation of Village Ordinances, State Statutes or the terms of the Applicant's permit. The Village Administrator and/or his/her designee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

By signing this form, the applicant certifies authorization to act on behalf of their organization and hereby agrees to hold the Village, its officers, employees, agents and contractors, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval. The applicant is responsible for obtaining all necessary reservations, permits and licenses.

Marlene Millsteb — *Signature of Applicant*

9-3-25 — *Date*

For staff use only

***Park/Rec. Board approval**, if necessary, on:* _____

***Village Board approval**, if necessary, on:* _____

Application forwarded to:

- ☐ *Administrator*
- ☐ *Building Inspector*
- ☐ *Fire Chief*
- ☐ *Police Chief*
- ☐ *Public Works Director*
- ☐ *Rec Director*

Date: _____

DEPT.	APPROVE	DENY	BY	REASON (if denied)
Bldg. Insp.				
Clerk	9-5-25		[signature]	
Fire	9/8/25		[signature]	
Police	9/4/25		Chief Mishe	
Public Works	9/8/25		[signature]	
Rec				

Fees

_____	Outside Food Vendors	_____	Special Event Permit	**TOTAL FEES**
_____	Park Facility Fees	_____	Temp. Bartender's	_____
_____	Solicitor's Permit(s)	_____	Temp. Class B	

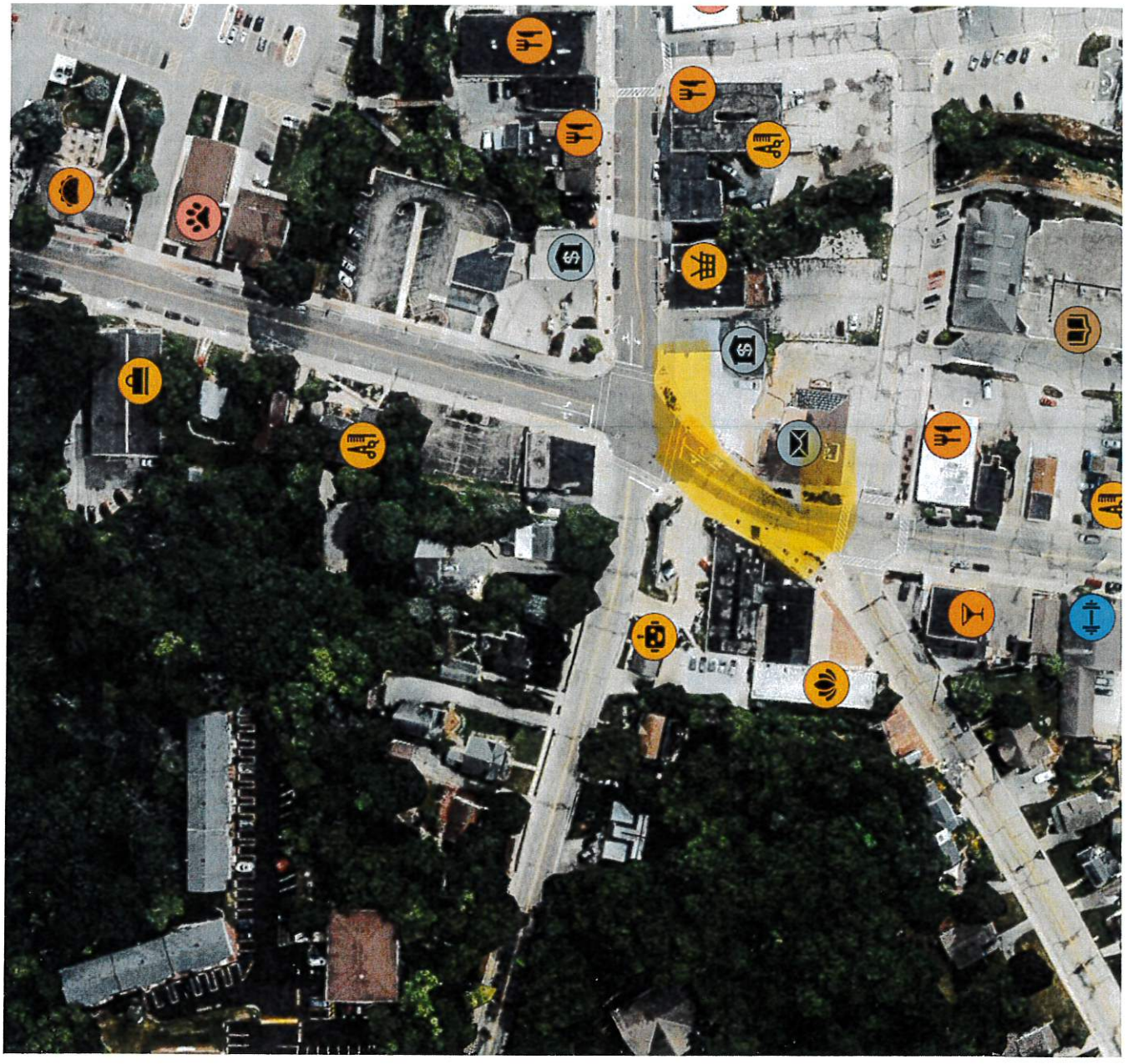
All requirements for this special event have been met.

Village Administrator approval — [signature]

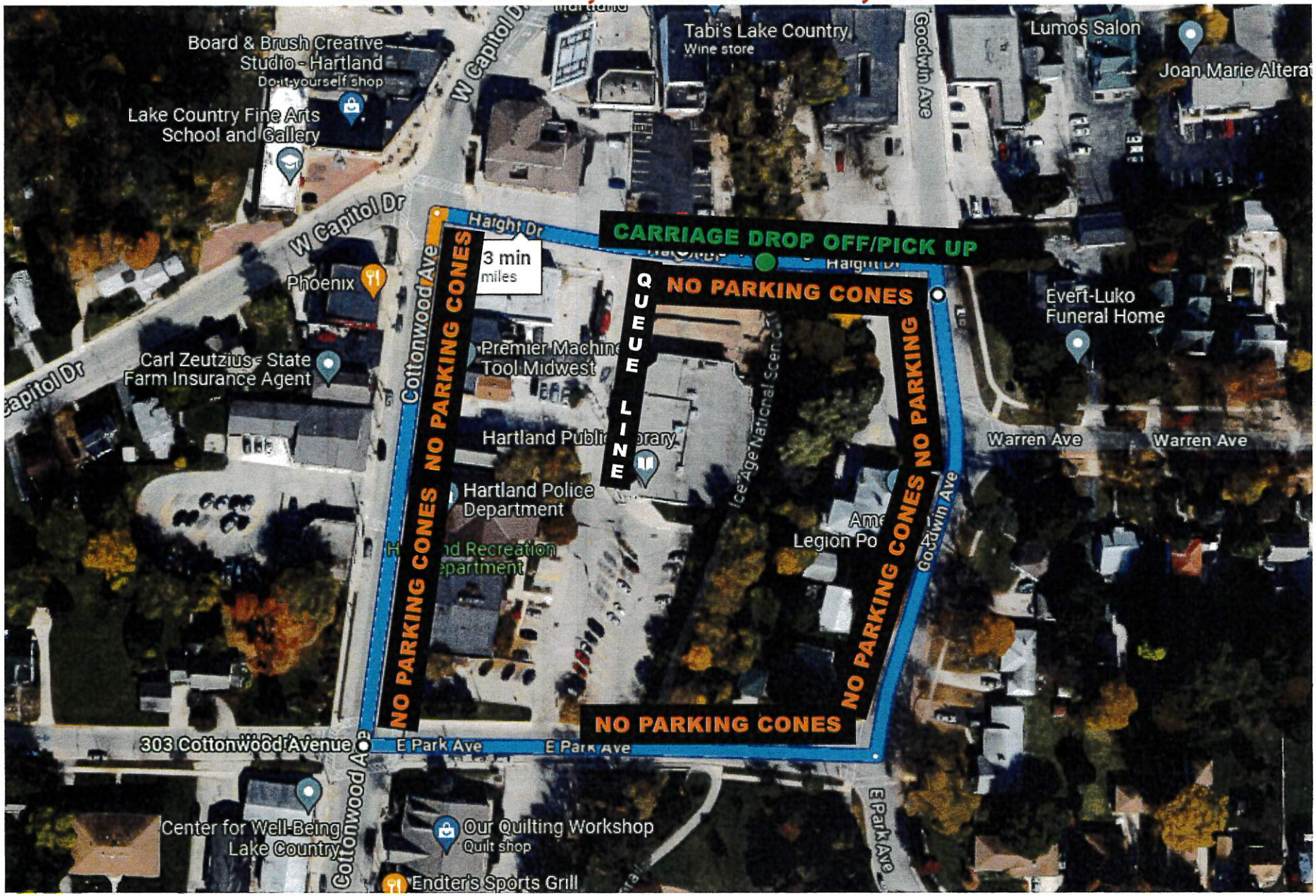
Date 9-5-25

134.61'
98.00'
102.79'
20.00'
44.00'
99.00'
58.90'
64.00'
50.00'
61.80'
63.00'
Info Tent
Bus
18.52'
3.00'
54.45'
35.2'
64.72'
GOLFONWOOD AVE
NORTH AVE

ceremony area



HARTLAND LIGHTS: HORSE DRAWN CARRIAGE RIDES
5:30-8:30 PM, DECEMBER 6, 2024



APPLICATION FOR FIREWORKS PERMIT

Application is being made under Municipal Code Sec. 38-3 – Sale and discharge of fireworks prohibited

Applicant: Lake Country Lutheran High School

Address: 401 Campus Drive, Hartland, WI 53029

Phone Number: 262-367-8600 Email: SDEBRAAL@LHSAGM.ORG

Location of display: Football Field at Lake Country Lutheran

Date/time of display: Friday, October 3, 2025 - between 6:50PM-7:10PM

Please provide the following information as an attachment to this application:

Certificate of liability insurance with the Village of Hartland named as additional insured in the amount of $1,000,000.

I hereby apply for a Fireworks Permit subject to Section 38-3 of the Village of Hartland Municipal Code and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the discharge of fireworks if a permit is granted to me.

The permit shall, if issued, be from the date of its issuance unless otherwise approved by the Village Board for a specific period of time or the permit is revoked for cause by the Village Board. I further certify that I am over 18 years of age as a fireworks permit may not be issued to a minor.

Applicant's Signature: Shari S. DeBraal Date: 09/05/2025

For Staff Use Only:

Village Board Approval: _____

APPLICATION FOR FIREWORKS PERMIT

Application is being made under Municipal Code Sec. 38-3 – Sale and discharge of fireworks prohibited

Applicant: Lake Country Lutheran High School

Address: 401 Campus Drive, Hartland, WI 53029

Phone Number: 262-367-8600 Email: SDEBRAAL@LHSAGM.ORG

Location of display: Football Field at Lake Country Lutheran High School

Date/time of display: Sunday, October 5, 2025 - between 6:50PM-7:15PM

Please provide the following information as an attachment to this application:

Certificate of liability insurance with the Village of Hartland named as additional insured in the amount of $1,000,000.

I hereby apply for a Fireworks Permit subject to Section 38-3 of the Village of Hartland Municipal Code and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the discharge of fireworks if a permit is granted to me.

The permit shall, if issued, be from the date of its issuance unless otherwise approved by the Village Board for a specific period of time or the permit is revoked for cause by the Village Board. I further certify that I am over 18 years of age as a fireworks permit may not be issued to a minor.

Applicant's Signature: Shari S. DeBraal Date: 09/05/2025

For Staff Use Only:

Village Board Approval: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Partners Group Ltd
1111 Lake Washington Blvd N.
Suite 400
Renton WA 98056

CONTACT NAME: Janet Nau
PHONE (A/C, No, Ext): 425-455-5640 **FAX (A/C, No):** 425-455-6727
E-MAIL ADDRESS: jnau@tpgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Arch Specialty Insurance Company	21199
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 14347
Wolverine Fireworks Display, Inc.
205 West Seidlers Road
Kawkawlin MI 48631

COVERAGES **CERTIFICATE NUMBER:** 730334130 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y		GC10010148251	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			GCD0010062251	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UXP104806303	2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Excess Liability - Occurrence			GC10010148251	2/1/2025	2/1/2026	Each Occurrence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
Show Date: Lake Country Lutheran HS-10/3/2025, 10/5/2025
Show Location: Lake Country Lutheran HS Practice Field: 401 Campus Drive, Hartland WI 53029
Additional Insured(s): The Lutheran High School Association of Greater Milwaukee, Milwaukee Lutheran High School, Lake Country Lutheran High School, CFO Cole Braun, Village of Hartland,

CERTIFICATE HOLDER

The Lutheran High School Association of Greater Milwaukee
10427 W. Lincoln Ave., Ste 1300
West Allis WI 53227

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Tucson
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September 15, 2025

VIA EMAIL

Mr. Ryan Bailey
Village Manager/Finance Director/Treasurer
Village of Hartland
Village Hall
210 Cottonwood Avenue
Hartland, WI 53029

Scope of Engagement Re: Proposed Issuance of $5,075,000 Village of Hartland (the "Village") General Obligation Promissory Notes, Series 2025A (the "Securities")

Dear Ryan:

We are pleased to be working with you again as the Village's bond counsel and disclosure counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel and disclosure counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the Village's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the Village or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

1) the Securities are valid and binding general obligations of the Village;

2) all taxable property in the territory of the Village is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and

3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the bond counsel opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

A form of our bond counsel opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities.

Role of Disclosure Counsel

Our disclosure counsel engagement is similarly a limited, special counsel engagement. As disclosure counsel, we will review the disclosure document prepared in connection with the sale of the Securities, namely the Official Statement, Private Placement Memorandum, or similar documents (the "Village's Offering Document"). It is the Village's responsibility to verify the information contained in the materials provided to us or confirmed for us by the Village. We will not undertake an independent investigation to verify the accuracy or completeness of this information, beyond reviewing the materials provided to us or confirmed for us by the Village. Nor will we render any opinion or make any representation as to the suitability of the Securities for investment by any investor.

In our capacity as the Village's disclosure counsel, we will review the Village's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the Village; reviewing the Village's responses to questions posed in a due diligence questionnaire; assisting the Village in its review of its continuing disclosure compliance in the last five years, if applicable (although the Village is ultimately responsible for this review and such compliance); and discussing the Village's Offering Document with the Village and Ehlers & Associates, Inc., Waukesha, Wisconsin ("Ehlers"). We may also maintain the materials provided to us or

confirmed for us by the Village in our files, and we expect to share certain of those materials with Ehlers, for its files.

Subject to satisfactory completion of our due diligence, we will provide the Village with a negative assurance letter that:

> based on our review of the Village's Offering Document, our examination of certain materials provided by the Village and its representatives, and our participation in conferences and conversations with the Village and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Securities contained or incorporated by reference in the Village's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

If requested, we may also provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter.

Please note that our negative assurance letter is not a guarantee; although we expect our above-described due diligence review to assist the Village in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the Village of its obligations under the federal securities laws. As noted above, ultimate responsibility for disclosing to potential purchasers of the Securities all Village information material to their investment decision rests with the Village.

Limitations on Scope of Engagement; No Financial Advice; Conclusion of Representation

All matters and responsibilities other than those expressly set forth above are outside the scope of our engagement as the Village's bond counsel and disclosure counsel. These include, without limitation, any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Securities, other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor.

Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Securities for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Securities, or any such related matters.

Our responsibilities as bond counsel and disclosure counsel will be concluded with respect to this financing upon the delivery of our bond counsel opinion and negative assurance letter, respectively. Please note that, unless separately engaged, we will not provide any advice to the Village on post-closing matters including, without limitation, (i) actions necessary to ensure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, (ii) regulatory surveys or audits of the Securities, or (iii) actions necessary to comply with the continuing disclosure requirements applicable to the Securities.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the Village, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel and disclosure counsel work. Ethical requirements require that we obtain the Village's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel and disclosure counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the Village consents and agrees to our representation of other present or future clients in matters adverse to the Village which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the Village, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the Village. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel and disclosure counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the Village's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the Village's financial advisor, in future transactions or matters that are not related to the issuance of the

Securities or our role as bond counsel and disclosure counsel. By engaging our services under the terms of this letter, the Village consents to our firm undertaking representations of this type.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be $19,500 for our services as bond counsel, and $12,675 for our services as disclosure counsel. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel or the negative assurance letter as disclosure counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the Village or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the Village terminates our services, the Village is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the Village if, among other things, the Village fails to honor the terms of this engagement letter – including the Village's failing to pay our bills, the Village's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the Village (or its representative) our final bill for services rendered. If the Village requests, we will promptly return the Village's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the Village. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Village Responsibilities

We will provide legal counsel and assistance to the Village in accordance with this letter and will rely upon information and guidance the Village and its personnel provide to us. We will keep the Village reasonably informed of progress and developments, and respond to the Village's inquiries. To enable us to provide the services set forth in this letter, the Village will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the Village will review the Village's Offering Document, participate in a due diligence conference to review the Village's Offering Document and provide a certificate as to the accuracy and completeness of the Village's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The Village agrees to pay our bills for services and expenses in accordance with this engagement letter. The Village will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least $10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

If you have any questions, please do not hesitate to contact me at any time. We are looking forward to working with you and the Village in this regard.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating / bea

Bridgette Keating

BK/FCD/SMW/bea
cc: Sandee Policello (via email)
Greg Johnson (via email)
Joe Murray (via email)
Dan Pagac (via email)
Beth Mueller (via email)
Frank C. DeGuire (via email)
Alex Gore (via email)
Elisabeth Platt (via email)
Jess Kaye (via email)
Sue Weber (via email)
bondsale@ehlers-inc.com

Accepted and Approved:

VILLAGE OF HARTLAND

By: _____

Its: _____
Title

Date: _____

September 22, 2025

PRE-SALE REPORT FOR

Village of Hartland, Wisconsin

$5,075,000 General Obligation Promissory Notes, Series 2025A

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Joe Murray, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$5,075,000 General Obligation Promissory Notes, Series 2025A

Purposes:

The proposed issue includes financing for the following purposes:

Financing capital projects including water and sewer projects.

- Sewer debt service will be paid from revenues of the sewer utility.
- Water debt service will be paid from revenues of the water utility.
- All of debt service will be paid from the debt service property tax levy.

Authority:

The Notes are being issued pursuant to Wisconsin Statute:

- 67.12(12)

The Notes will be general obligations of the Village for which its full faith, credit and taxing powers are pledged.

The Notes count against the Village's General Obligation Debt Capacity Limit of 5% of total Village Equalized Valuation. Following issuance of the Notes, the Village's total General Obligation debt principal outstanding will be approximately $22,420,000, which is 19% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $94,719,225.

Term/Call Feature:

The Notes are being issued for a term of 20 years. Principal on the Notes will be due on April 1 in the years 2026 through 2045. Interest will be due every six months beginning April 1, 2026.

The Notes will be subject to prepayment at the discretion of the Village on April 1, 2033 or any date thereafter.

Bank Qualification:

Because the Village is expecting to issue no more than $10,000,000 in tax exempt debt during the calendar year, the Village will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The Village's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aa2". The Village will request a new rating for the Notes.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the Village's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the Village and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the Village's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the Village has more than $10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the Village will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The Village is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The Village must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The Village's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the Village within 30 days after the sale date to review the Village's specific responsibilities for the Notes.

Investment of Note Proceeds:

Ehlers can assist the Village in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

G.O. with Planned Abatement: The issuer is abating a portion of G.O. debt service payments for the issue with water utility revenues and sewer utility revenues. In the event these revenues are not available, the Village is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have

assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel and Disclosure Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Village Board:	September 22, 2025
Due Diligence Call to Review Official Statement:	Week of October 13, 2025
Conference with Rating Agency:	Week of October 13, 2025
Distribute Official Statement:	October 20, 2025
Village Board Meeting to Award Sale of the Notes:	October 27, 2025
Estimated Closing Date:	November 13, 2025

Attachments

Summary of Existing G.O. Debt

CIP Summary

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Tax Impact Analysis

G.O. Deb Capacity Analysis

Utility Debt Coverage

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Joe Murray, Municipal Advisor	(262) 796-6196
Dan Pagac, Public Finance Analyst	(262) 796-6163
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1
Existing G.O. Debt Base Case
Village of Hartland, WI

Year Ending	Existing Debt										Year Ending
	Total G.O. Debt Payments	Other Expense	Less: Sewer	Less: Water	Less: Investment Income	Less: Impact Fees	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $300,000 Home	
2025	2,625,751	5,700	(68,250)	(266,500)	(22,000)	(158,000)	2,116,701	2,090,401,300	$1.01	$303.77	2025
2026	2,227,022	5,700	(66,300)	(149,900)	(20,000)		1,996,522	2,320,843,300	$0.86	$258.08	2026
2027	2,180,130	5,700	(69,250)	(145,850)	(20,000)		1,950,730	2,455,671,678	$0.79	$238.31	2027
2028	2,107,138	5,700	(67,100)	(141,800)	(20,000)		1,883,938	2,598,332,851	$0.73	$217.52	2028
2029	2,026,688	5,700	(65,450)	(147,900)	(20,000)		1,799,038	2,749,281,863	$0.65	$196.31	2029
2030	1,817,038	5,700	(59,375)	(154,575)	(20,000)		1,588,788	2,909,000,192	$0.55	$163.85	2030
2031	1,424,875	5,700	(58,375)	(146,725)	(20,000)		1,205,475	3,077,997,288	$0.39	$117.49	2031
2032	1,299,000	5,700	(52,425)	(35,025)	(20,000)		1,197,250	3,256,812,196	$0.37	$110.28	2032
2033	1,145,028	5,700	(51,497)	(34,406)	(20,000)		1,044,825	3,446,015,278	$0.30	$90.96	2033
2034	1,093,259	5,700	(50,541)	(33,769)	(20,000)		994,650	3,646,210,030	$0.27	$81.84	2034
2035	1,077,569	5,700	(49,556)	(33,113)	(20,000)		980,600	3,858,035,009	$0.25	$76.25	2035
2036	855,931	5,700	(48,544)	(32,438)	(20,000)		760,650	4,082,165,868	$0.19	$55.90	2036
2037	835,150	5,700	(42,588)	(31,763)	(20,000)		746,500	4,319,317,511	$0.17	$51.85	2037
2038	653,822	5,700	(46,603)	(31,069)	(20,000)		561,850	4,570,246,375	$0.12	$36.88	2038
2039	642,503	5,700	(45,534)	(30,356)	(20,000)		552,313	4,835,752,842	$0.11	$34.26	2039
2040	418,225	5,700	0	0	(20,000)		403,925	5,116,683,791	$0.08	$23.68	2040
2041	411,269	5,700			(20,000)		396,969	5,413,935,301	$0.07	$22.00	2041
2042	196,447	5,700			(20,000)		182,147	5,728,455,508	$0.03	$9.54	2042
2043	188,816	5,700			(20,000)		174,516	6,061,247,628	$0.03	$8.64	2043
Total	23,225,659	108,300	(841,388)	(1,415,188)	(382,000)	(158,000)	20,537,384				Total

Notes:

Legend:

Represents +/- 25% Change over previous year

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Table 2
Capital Improvement Plan & Funding Uses
Village of Cottage Grove, WI

Projects	2025	2026	2027	2028	2029	Totals
Levy Supported CIP Projects	3,861,663		3,028,536		3,001,649	*9,891,848*
Water Supported CIP Projects	800,000					*800,000*
Sewer Supported CIP Projects	430,000					*430,000*
Actual CIP Costs	**5,091,663**	**0**	**3,028,536**	**0**	**3,001,649**	**11,121,848**

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Table 3
Sources and Uses
Village of Hartland, WI

		2025			
		G.O. Notes	Levy Portion	Water Portion	Sewer Portion
CIP Projects					
Levy		3,861,663	3,861,663		
Water		800,000		800,000	
Sewer		430,000			430,000
Subtotal Project Costs		**5,091,663**	**3,861,663**	**800,000**	**430,000**
CIP Projects		**5,091,663**	**3,861,663**	**800,000**	**430,000**
Estimated Issuance Expenses					
Municipal Advisor (Ehlers)		36,500	27,654	5,754	3,093
Bond Counsel		25,000	18,941	3,941	2,118
Disclosure Counsel		16,250	12,312	2,562	1,377
Rating Fee		21,000	15,910	3,310	1,779
Underwriter's Discount	12.50	63,438	48,063	10,000	5,375
Paying Agent		900	682	142	76
Subtotal Issuance Expenses		163,088	123,561	25,708	13,818
TOTAL TO BE FINANCED		**5,254,751**	**3,985,224**	**825,708**	**443,818**
Estimated Interest Earnings		(180,000)	(136,374)	(28,374)	(15,251)
Assumed spend down (months)					
Rounding		250	(3,849)	2,666	1,433
NET ISSUE SIZE		**5,075,000**	**3,845,000**	**800,000**	**430,000**

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Table 4
Allocation of Debt Service - 2025 G.O. Notes
Village of Hartland, WI

Year	Levy Portion				Water Portion				Sewer Portion				Year	Totals		
Ending	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Ending	Principal (4/1)	Interest	Total
2025				0				0				0	2025	0	0	0
2026		2.95%	145,665	145,665	70,000	2.95%	23,039	93,039	40,000	2.95%	12,331	52,331	2026	110,000	181,035	291,035
2027	55,000	2.98%	164,085	219,085	70,000	2.98%	24,143	94,143	40,000	2.98%	12,851	52,851	2027	165,000	201,079	366,079
2028	15,000	3.00%	163,040	178,040	75,000	3.00%	21,975	96,975	40,000	3.00%	11,655	51,655	2028	130,000	196,670	326,670
2029	115,000	3.05%	161,061	276,061	75,000	3.05%	19,706	94,706	40,000	3.05%	10,445	50,445	2029	230,000	191,213	421,213
2030	150,000	3.15%	156,945	306,945	80,000	3.15%	17,303	97,303	40,000	3.15%	9,205	49,205	2030	270,000	183,453	453,453
2031	305,000	3.35%	149,474	454,474	80,000	3.35%	14,703	94,703	45,000	3.35%	7,821	52,821	2031	430,000	171,998	601,998
2032	160,000	3.55%	141,525	301,525	85,000	3.55%	11,854	96,854	45,000	3.55%	6,269	51,269	2032	290,000	159,648	449,648
2033	165,000	3.70%	135,633	300,633	85,000	3.70%	8,773	93,773	45,000	3.70%	4,638	49,638	2033	295,000	149,043	444,043
2034	170,000	3.90%	129,265	299,265	90,000	3.90%	5,445	95,445	45,000	3.90%	2,928	47,928	2034	305,000	137,638	442,638
2035	180,000	4.10%	122,260	302,260	90,000	4.10%	1,845	91,845	50,000	4.10%	1,025	51,025	2035	320,000	125,130	445,130
2036	185,000	4.30%	114,593	299,593									2036	185,000	114,593	299,593
2037	195,000	4.50%	106,228	301,228									2037	195,000	106,228	301,228
2038	230,000	4.55%	96,608	326,608									2038	230,000	96,608	326,608
2039	235,000	4.60%	85,970	320,970									2039	235,000	85,970	320,970
2040	250,000	4.65%	74,753	324,753									2040	250,000	74,753	324,753
2041	265,000	4.70%	62,713	327,713									2041	265,000	62,713	327,713
2042	275,000	4.75%	49,954	324,954									2042	275,000	49,954	324,954
2043	285,000	4.80%	36,583	321,583									2043	285,000	36,583	321,583
2044	295,000	4.85%	22,589	317,589									2044	295,000	22,589	317,589
2045	315,000	4.90%	7,718	322,718									2045	315,000	7,718	322,718
Total	3,845,000		2,126,657	5,971,657	800,000		148,785	948,785	430,000		79,167	509,167	Total	5,075,000	2,354,608	7,429,608

Notes:

1) Estimated Rate assumes current rates plus 50 basis points.

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Table 5
Financing Plan Tax Impact
Village of Hartland, WI

Year Ending	Existing Debt: Net Debt Service Levy	Existing Debt: Equalized Value (TID OUT)	Proposed Debt: 2025 G.O. Notes 5,075,000 Dated: 11/13/2025 Total P&I	Proposed Debt: 2027 G.O. Notes 3,055,000 Dated: 11/1/2027 Total P&I	Proposed Debt: 2029 G.O. Notes 3,030,000 Dated: 11/1/2029 Total P&I	Abatements: Less: Water	Abatements: Less: Sewer	Debt Service Levy: Total Net Debt Service Levy	Debt Service Levy: Levy Change from Prior Year	Taxes: Total Tax Rate for Debt Service	Taxes: Annual Taxes $300,000 Home All Debt	Year Ending
			2.95%-4.90%	4.75%	5.00%							
2025	2,116,701	2,090,401,300	0	0	0	0	0	2,116,701		$1.01	$304	2025
2026	1,996,522	2,320,843,300	291,035	0	0	(93,039)	(52,331)	2,142,187	25,486	$0.92	$277	2026
2027	1,950,730	2,455,671,678	366,079	0	0	(94,143)	(52,851)	2,169,814	27,627	$0.88	$265	2027
2028	1,883,938	2,598,332,851	326,670	133,020	0	(96,975)	(51,655)	2,194,997	25,183	$0.84	$253	2028
2029	1,799,038	2,749,281,863	421,213	145,113	0	(94,706)	(50,445)	2,220,211	25,214	$0.81	$242	2029
2030	1,588,788	2,909,000,192	453,453	213,450	138,875	(97,303)	(49,205)	2,248,058	27,846	$0.77	$232	2030
2031	1,205,475	3,077,997,288	601,998	244,294	341,625	(94,703)	(52,821)	2,245,868	(2,190)	$0.73	$219	2031
2032	1,197,250	3,256,812,196	449,648	249,069	239,250	(96,854)	(51,269)	1,987,094	(258,774)	$0.61	$183	2032
2033	1,044,825	3,446,015,278	444,043	248,488	239,125	(93,773)	(49,638)	1,833,070	(154,024)	$0.53	$160	2033
2034	994,650	3,646,210,030	442,638	247,669	238,750	(95,445)	(47,928)	1,780,334	(52,736)	$0.49	$146	2034
2035	980,600	3,858,035,009	445,130	246,613	238,125	(91,845)	(51,025)	1,767,598	(12,736)	$0.46	$137	2035
2036	760,650	4,082,165,868	299,593	245,319	237,250	0	0	1,542,811	(224,786)	$0.38	$113	2036
2037	746,500	4,319,317,511	301,228	248,669	241,000	0	0	1,537,396	(5,415)	$0.36	$107	2037
2038	561,850	4,570,246,375	326,608	246,663	239,375	0	0	1,374,495	(162,901)	$0.30	$90	2038
2039	552,313	4,835,752,842	320,970	244,419	237,500	0	0	1,355,201	(19,294)	$0.28	$84	2039
2040	403,925	5,116,683,791	324,753	280,988	240,250	0	0	1,249,915	(105,286)	$0.24	$73	2040
2041	396,969	5,413,935,301	327,713	295,894	237,625	0	0	1,258,200	8,285	$0.23	$70	2041
2042	182,147	5,728,455,508	324,954	290,088	239,625	0	0	1,036,813	(221,387)	$0.18	$54	2042
2043	174,516	6,061,247,628	321,583	279,163	241,125	0	0	1,016,386	(20,428)	$0.17	$50	2043
2044	0	6,413,373,162	317,589	268,238	237,250	0	0	823,076	(193,309)	$0.13	$39	2044
2045	0	6,785,955,274	322,718	257,313	238,000	0	0	818,030	(5,046)	$0.12	$36	2045
2046	0	7,180,182,382	0	246,388	238,250	0	0	484,638	(333,393)	$0.07	$20	2046
2047	0	7,597,311,941	0	235,463	238,000	0	0	473,463	(11,175)	$0.06	$19	2047
2048	0	8,038,674,460	0	0	237,250	0	0	237,250	(236,213)	$0.03	$9	2048
2049	0	8,505,677,741	0	0	240,875	0	0	240,875	3,625	$0.03	$8	2049
Total	20,537,384		7,429,608		4,779,125	(948,785)	(509,167)	36,154,479			3,192	Total

Notes:

1. EV Growth 5.81% annualy.

EHLERS
PUBLIC FINANCE ADVISORS

Table 6
General Obligation Debt Capacity Analysis - Impact of Financing Plan
Village of Hartland, WI

Existing Debt					Proposed Debt						
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	% of Limit	2025 G.O. Notes	2027 G.O. Notes	2029 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2025	2,342,784,500	117,139,225	17,345,000	**14.81%**	5,075,000			$22,420,000	**19.14%**	$94,719,225	2025
2026	2,478,583,732	123,929,187	15,620,000	**12.60%**	4,965,000			$20,585,000	**16.61%**	$103,344,187	2026
2027	2,622,254,551	131,112,728	13,885,000	**10.59%**	4,800,000	3,055,000		$21,740,000	**16.58%**	$109,372,728	2027
2028	2,774,253,232	138,712,662	12,165,000	**8.77%**	4,670,000	3,055,000		$19,890,000	**14.34%**	$118,822,662	2028
2029	2,935,062,499	146,753,125	10,470,000	**7.13%**	4,440,000	3,055,000	3,030,000	$20,995,000	**14.31%**	$125,758,125	2029
2030	3,105,193,057	155,259,653	8,935,000	**5.75%**	4,170,000	2,985,000	3,030,000	$19,120,000	**12.31%**	$136,139,653	2030
2031	3,285,185,212	164,259,261	7,755,000	**4.72%**	3,740,000	2,880,000	2,835,000	$17,210,000	**10.48%**	$147,049,261	2031
2032	3,475,610,592	173,780,530	6,670,000	**3.84%**	3,450,000	2,765,000	2,735,000	$15,620,000	**8.99%**	$158,160,530	2032
2033	3,677,073,958	183,853,698	5,710,000	**3.11%**	3,155,000	2,645,000	2,630,000	$14,140,000	**7.69%**	$169,713,698	2033
2034	3,890,215,123	194,510,756	4,775,000	**2.45%**	2,850,000	2,520,000	2,520,000	$12,665,000	**6.51%**	$181,845,756	2034
2035	4,115,710,992	205,785,550	3,830,000	**1.86%**	2,530,000	2,390,000	2,405,000	$11,155,000	**5.42%**	$194,630,550	2035
2036	4,354,277,703	217,713,885	3,080,000	**1.41%**	2,345,000	2,255,000	2,285,000	$9,965,000	**4.58%**	$207,748,885	2036
2037	4,606,672,905	230,333,645	2,330,000	**1.01%**	2,150,000	2,110,000	2,155,000	$8,745,000	**3.80%**	$221,588,645	2037
2038	4,873,698,166	243,684,908	1,740,000	**0.71%**	1,920,000	1,960,000	2,020,000	$7,640,000	**3.14%**	$236,044,908	2038
2039	5,156,201,516	257,810,076	1,145,000	**0.44%**	1,685,000	1,805,000	1,880,000	$6,515,000	**2.53%**	$251,295,076	2039
2040	5,455,080,139	272,754,007	760,000	**0.28%**	1,435,000	1,605,000	1,730,000	$5,530,000	**2.03%**	$267,224,007	2040
2041	5,771,283,227	288,564,161	370,000	**0.13%**	1,170,000	1,380,000	1,575,000	$4,495,000	**1.56%**	$284,069,161	2041
2042	6,105,814,990	305,290,750	185,000	**0.06%**	895,000	1,150,000	1,410,000	$3,640,000	**1.19%**	$301,650,750	2042
2043	6,459,737,849	322,986,892	0	**0.00%**	610,000	920,000	1,235,000	$2,765,000	**0.86%**	$320,221,892	2043
2044	6,834,175,804	341,708,790	0	**0.00%**	315,000	690,000	1,055,000	$2,060,000	**0.60%**	$339,648,790	2044
2045	7,230,318,013	361,515,901	0	**0.00%**	0	460,000	865,000	$1,325,000	**0.37%**	$360,190,901	2045
2046	7,649,422,559	382,471,128	0	**0.00%**	0	230,000	665,000	$895,000	**0.23%**	$381,576,128	2046
2047	8,092,820,451	404,641,023	0	**0.00%**	0	0	455,000	$455,000	**0%**	$404,186,023	2047
2048	8,561,919,850	428,095,993	0	**0.00%**	0	0	235,000	$235,000	**0%**	$427,860,993	2048
2049	9,058,210,542	452,910,527		**0.00%**	0	0	0	$0	**0%**	$452,910,527	2049

Notes:

1. TID IN EV growth is 5.80% annually.

EHLERS
PUBLIC FINANCE ADVISORS

Table 7
Utility Debt Coverage - Impact of Financing Plan
Village of Hartland, WI

Year	Water Debt Service				Sewer Debt Service				Year
	Existing Debt	Proposed Debt	Total	Debt Coverage	Existing Debt	Proposed Debt	Total	Debt Coverage	
				794,827.00				$803,602	
				2024 Net Revenues				2024 Net Revenues	
2025	266,500	0	266,500	2.98	68,250	0	68,250	11.77	2025
2026	149,900	93,039	242,939	3.27	66,300	52,331	118,631	6.77	2026
2027	145,850	94,143	239,993	3.31	69,250	52,851	122,101	6.58	2027
2028	141,800	96,975	238,775	3.33	67,100	51,655	118,755	6.77	2028
2029	147,900	94,706	242,606	3.28	65,450	50,445	115,895	6.93	2029
2030	154,575	97,303	251,878	3.16	59,375	49,205	108,580	7.40	2030
2031	146,725	94,703	241,428	3.29	58,375	52,821	111,196	7.23	2031
2032	35,025	96,854	131,879	6.03	52,425	51,269	103,694	7.75	2032
2033	34,406	93,773	128,179	6.20	51,497	49,638	101,134	7.95	2033
2034	33,769	95,445	129,214	6.15	50,541	47,928	98,468	8.16	2034
2035	33,113	91,845	124,958	6.36	49,556	51,025	100,581	7.99	2035
2036	32,438	0	32,438	24.50	48,544	0	48,544	16.55	2036
2037	31,763	0	31,763	25.02	42,588	0	42,588	18.87	2037
2038	31,069	0	31,069	25.58	46,603	0	46,603	17.24	2038
2039	30,356	0	30,356	26.18	45,534	0	45,534	17.65	2039
Total	1,415,188	948,785	2,363,972		841,388	509,167	1,350,554		Total

Notes:

1. Net Revenues for the water utility are reduced by the PILOT.

EHLERS
PUBLIC FINANCE ADVISORS

Resolution No. 09/22/2025

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
$5,075,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025A

WHEREAS, the Village of Hartland, Waukesha County, Wisconsin (the "Village") is presently in need of approximately $5,075,000 for public purposes, including paying the cost of capital improvement projects, including water projects and sewer projects (collectively, the "Project"); and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes.

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

Section 1. Issuance of the Notes. The Village shall issue its General Obligation Promissory Notes, Series 2025A (the "Notes") in the approximate amount of $5,075,000 for the public purpose of paying the cost of the Project.

Section 2. Sale of the Notes. The Village Board hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The Village Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the Village Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.

Section 4. Official Statement. The Village Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Village Board hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed $5,075,000.

Adopted, approved and recorded September 22, 2025.

_____
Jeffrey Pfannerstill
President

ATTEST:

_____
Sandee Policello
Village Clerk (SEAL)

pd 9-3-25
Receipt # 265883

VILLAGE OF HARTLAND
PETITION FOR LAND DIVISION:

☒ **EXTRATERRITORIAL PLAT REVIEW - $100**

☐ **CSM (Certified Survey Map) + *$300 Professional Fee Deposit***
or
☐ **PRELIMINARY PLAT REVIEW + *$1,000 Professional Fee Deposit***

Up to Five Parcels - $150.00
Six to Fourteen Parcels - $300.00
Fifteen or More Parcels - $500.00

Reapplication for Approval of Any Preliminary Plat Requiring Review $50.00 (Minimum)
Reapplication for Previously Reviewed Plat $10.00

☐ **FINAL PLAT REVIEW**

$10.00 Plus $1.00 for Each Parcel Within the Final Plat
$10.00 for Reapplication of Any Final Plat Previously Reviewed

Date: 9-3-25	Fee Paid: #100
Date Filed: 9-3-25	Receipt No.:

1. Name: MICHAEL KAEREK

   Address of Owner/Agent: N30 W28875 West Lakeside Dr
   PEWAUKEE, WIS 53072

   Phone Number of Owner/Agent: 414-217-5301

2. Give complete legal description of property to be considered. (Attach a separate sheet with description and label sheet "Exhibit A").

3. State present use of property and intended use.
   Vacant Land

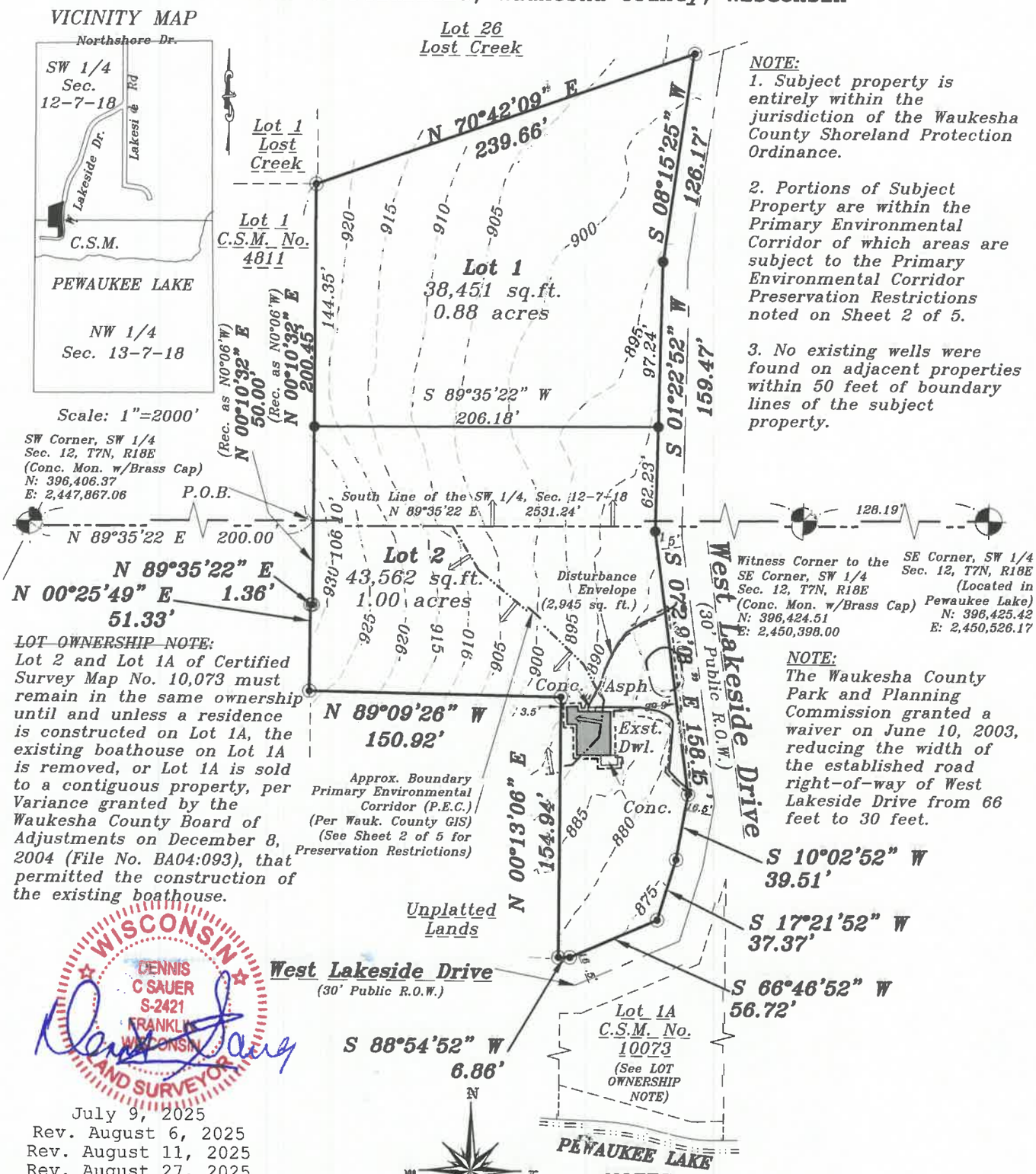
Signature of Petitioner

Address

Phone

CERTIFIED SURVEY MAP NO. _____

Being a combination of Lot 1 of CERTIFIED SURVEY MAP NO. 10073 and part of Lot 27 in LAKESIDE, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 12 and part of the Northwest 1/4 of the Northwest 1/4 of Section 13, all in Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin



NOTE:
1. Subject property is entirely within the jurisdiction of the Waukesha County Shoreland Protection Ordinance.

2. Portions of Subject Property are within the Primary Environmental Corridor of which areas are subject to the Primary Environmental Corridor Preservation Restrictions noted on Sheet 2 of 5.

3. No existing wells were found on adjacent properties within 50 feet of boundary lines of the subject property.

NOTE:
The Waukesha County Park and Planning Commission granted a waiver on June 10, 2003, reducing the width of the established road right-of-way of West Lakeside Drive from 66 feet to 30 feet.

LOT OWNERSHIP NOTE:
Lot 2 and Lot 1A of Certified Survey Map No. 10,073 must remain in the same ownership until and unless a residence is constructed on Lot 1A, the existing boathouse on Lot 1A is removed, or Lot 1A is sold to a contiguous property, per Variance granted by the Waukesha County Board of Adjustments on December 8, 2004 (File No. BA04:093), that permitted the construction of the existing boathouse.

WISCONSIN
DENNIS C SAUER S-2421 FRANKLIN WISCONSIN
LAND SURVEYOR

July 9, 2025
Rev. August 6, 2025
Rev. August 11, 2025
Rev. August 27, 2025
Rev. September 18, 2025

Prepared for:
Michael J. and Deborah L Kaerek Joint Living and Devolution Trust
W289N3089 W. Lakeside Dr
Pewaukee, WI 53072-3317

Prepared by:
Dennis C. Sauer P.L.S-2421
Metropolitan Survey Service, Inc.
8482 S. 76th St.
Franklin, WI 53132
(414) 529-5380

GRAPHIC SCALE
80 0 40 80
(IN FEET)
1 inch = 80 ft.

NOTES:
- ◉ – *Denotes iron pipe found and accepted.*
- ● – *Denoted 1" x 24" iron pipe set, weighing 1.13lbs/lin. ft. min.*

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD27), with the South line of the SW 1/4 of Section 12, T7N, R18E having an assumed bearing of N 89°35'22" E.

Soil Type: Hochheim Loam

M:\CERTIFIED SURVEY MAPS\Delafield (Town)\116025(Mike Kaerek)\116025-CSM0.dwg

CERTIFIED SURVEY MAP NO. _____

Being a combination of Lot 1 of CERTIFIED SURVEY MAP NO. 10073 and part of Lot 27 in LAKESIDE, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 12 and part of the Northwest 1/4 of the Northwest 1/4 of Section 13, all in Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin

PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

1. *The total area of land disturbance allowed on this lot within the Primary Environmental Corridor includes all existing buildings and their attachments, driveways, patios, pools, recreational amenities, retaining walls, septic systems, etc., shown on this CSM. A deed restriction shall be recorded in the office of the Register of Deeds describing the existing/permitted area of disturbance at the time of Zoning Permit issuance.*

2. *The removal of topsoil or other earthen materials is prohibited, except as permitted above.*

3. *The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., within the Primary Environmental Corridor Preservation Area is prohibited, unless approved in accordance with Restriction no. 1 above, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use- Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Primary Environmental Corridor and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.*

4. *Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited, unless grazing is conducted in order to manage invasive vegetation and approval is obtained by the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.*

5. *The introduction of plant material not indigenous to the existing environment shall be prohibited.*

6. *Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. Within the Primary Environmental Corridor, ponds may be prohibited, without exception, due to steep slopes and wooded vegetation.*

BASEMENT RESTRICTIONS – GROUNDWATER

The lands that are a part of this Certified Survey Map are located in an area with mapped soils that may contain seasonal high groundwater. The Waukesha County Shoreland Protection Ordinance and the Waukesha County Zoning Code currently require that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any future proposed residence (or addition) will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland Protection Ordinance and the Waukesha County Zoning Code, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Delafield must also be complied with.



July 9, 2025
Rev. August 6, 2025
Rev. August 11, 2025
Rev. August 27, 2025
Rev. September 18, 2025

CERTIFIED SURVEY MAP NO. _____

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SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped a combination of Lot 1 of Certified Survey Map No. 10073 and part of Lot 27 in Lakeside, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 12 and part of the Northwest 1/4 of the Northwest 1/4 of Section 13, all in Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of said Section 12; thence N 89°35'22" E along the South line of said Southwest 1/4, 200.00 feet to the point of beginning of the lands to be described; thence N 00°10'32" E, 200.45 feet; thence N 70°42'09" E, 239.66 feet to the west right-of-way line of West Lakeside Drive; thence S 08°15'25" W along said west right-of-way line, 126.17 feet; thence S 01°22'52" W along said west right-of-way line, 159.47 feet; thence S 07°29'08" E along said west right-of-way line, 158.15 feet; thence S 10°02'52" W along said west right-of-way line, 39.51 feet; thence S 17°21'52" W along said west right-of-way line, 37.37 feet; thence S 66°46'52" W along said west right-of-way line, 56.72 feet; thence S 88°54'52" W along said west right-of-way line, 6.86 feet; thence N 00°13'06" E, 154.94 feet; thence N 89°09'26" W, 150.92 feet; thence N 00°25'49" E, 51.33 feet; thence N 89°35'22" E, 1.36 feet; thence N 00°10'32" E, 50.00 feet to a point on the South line of the Southwest 1/4 of said Section 12 and the point of beginning. Containing 82,013 square feet (1.88 acres).

That I have made such survey, land division, and map by the direction of Michael J. and Deborah L. Kaerek Joint Living and Devolution Trust, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed, land division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the requirements of the Town of Delafield and the Waukesha County Department of Parks and Land Use, in surveying, dividing and mapping of the same.

July 9, 2025
Date
Rev. August 6, 2025
Rev. August 11, 2025
Rev. August 27, 2025
Rev. September 18, 2025

WISCONSIN
DENNIS C SAUER S-2421 FRANKLIN WISCONSIN
LAND SURVEYOR

Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR:
Michael J. and Deborah L. Kaerek
Joint Living and Devolution Trust
W289 N3089 West Lakeside Drive
Pewaukee, WI 53072-3317

PREPARED BY: Dennis C Sauer
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132
Phone: (414)529-5380

CERTIFIED SURVEY MAP NO. _____

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OWNER'S CERTIFICATE:

Michael J. and Deborah L. Kaerek Joint Living and Devolution Trust, owner of said land, does hereby certify that it has caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and requirements of the Town of Delafield and the Waukesha County Department of Parks and Land Use.

WITNESS the hand and seal of said owners this _____ day of _____, 20___.

_____ _____

Michael J. Kaerek, Trustee Deborah L. Kaerek, Trustee

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20_____, Michael J. Kaerek and Deborah L. Kaerek, Trustees of Michael J. and Deborah L. Kaerek Joint Living and Devolution Trust, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
State of Wisconsin
My Commission Expires:_____

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Town of Delafield on this _____ day of _____, 20___.

_____ _____

Jennifer Janusiak, Chair
Town of Delafield

Michelle Luedtke, Town Clerk
Town of Delafield



July 9, 2025
Rev. August 6, 2025
Rev. August 11, 2025
Rev. August 27, 2025
Rev. September 18, 2025

CERTIFIED SURVEY MAP NO. _____

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TOWN BOARD APPROVAL

APPROVED by the Town Board of the Town of Delafield on this _____ day of _____, 20___.

_____
Edward Kranick, Chairman
Town of Delafield

_____
Michelle Luedtke, Town Clerk
Town of Delafield

VILLAGE BOARD APPROVAL

This Certified Survey Map is hereby approved by the Village Board of Hartland on this ____ day of _____, 2025

_____
Jeffrey Pfannerstill
Village President

_____
Sandee Policello
Village Clerk/Treasurer

VILLAGE PLANNING COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Village of Hartland Planning Commission on this ____ day of _____, 2025

_____
Jeffrey Pfannerstill
Chairperson

_____
Sandee Policello
Village Clerk/Treasurer

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL

The above, which has been filed for approval as required by Chapter 236.34, Wisconsin State Statutes is hereby approved on this _____day of_____, 20___.

_____
Dale R. Shaver, Director



July 9, 2025
Rev. August 6, 2025
Rev. August 11, 2025
Rev. August 27, 2025
Rev. September 18, 2025

August 19, 2025

Village of Hartland
Attn: Ryan Amtmann
210 Cottonwood Avenue
Hartland, WI 53029

RE: Additional Surface Parking – Westrock Residence

Ryan:

As a follow-up to our conversation, this memo provides an overview of the request and impacts related to the proposed addition of forty-seven (47) unassigned surface parking stalls around the perimeter of the development. For reference, enclosed is a parking exhibit highlighting in green the proposed locations, emergency vehicle turning movements, and corresponding required ADA stall locations.

In summary, the additional stalls provide added parking capacity for visitors and guests and an alternative option to the parallel parking stalls along Westrock Blvd. While Westrock has ample assigned parking spaces, compared to competing apartment communities, Westrock Residences has a very low unassigned parking stall ratio (spaces / unit). Below is a table of competing properties and their corresponding ratios. Continential Properties, our operator, raised this as a concern to maintaining high resident and guest satisfaction.

	Westrock	Springs at Meadowbrook	Norden Range	Hackney House	Woodnote Residences
	267 Units, 1-3 bedrooms + townhomes	320 units, studio-3 bedrooms	270 units, 1-3 bedrooms + townhomes	302 units, 1-3 bedrooms + townhomes	150 units, 1-3 bedrooms + townhomes
CURRENT					
Unassigned Surface Lot Spaces	**77**	**400**	**191**	**328**	**72**
Unassigned Parking Ratio (spaces/units)	**0.29**	**1.25**	**0.71**	**1.09**	**0.48**
Spaces by Clubhouse	20	15	12	20	13
Spaces Throughout Community	57	385	179	308	59
PROPOSED					
Unassigned Surface Lot Spaces	**124**				
Unassigned Parking Ratio (spaces/units)	**0.46**				
Spaces by Clubhouse	20				
Spaces Throughout Community	104				

Related to the overall design, Payne & Dolan (Civil Engineer of Record) has confirmed that the existing stormwater system can support the additional impervious area required for the additional stalls. The green space/impervious ratio for the development increases a modest .4% from 25.9% to 26.3%. Turning movements and site circulation for emergency vehicles are not impacted and ADA accessible stall requirements for 124 total public parking stalls are met (5 total with 1 being van accessible). Consultation with Mike Davis at InSite Landscape Design (Landscape Designer of Record) was also completed. In most cases, existing proposed plantings were sufficient to buffer proposed stall locations, however in a few instances additional shrubs and trees were recommended. Enclosed is an updated landscaping plan reflected the proposed revisions.

We appreciate your consideration for this request. If acceptable to the village, the intention is to construct the proposed stalls in coordination with paving the balance of the property later this fall.

Sincerely,



Alex Rexrode, VP of Construction – Three Leaf Partners
arexrode@threeleafdevelopment.com
608.609.2181

Enclosures:

Parking Exhibit (Includes Emergency Vehicle Turning Movements & ADA Stall Locations)
Updated Landscaping Plan (Proposed Revisions Clouded)

From:	Ryan Amtmann
To:	Alex Rexrode; Sandee Policello
Cc:	Peter Gesch; Ryan Bailey; Scott Hussinger; John Ford; Tim Papan; Tom Jenson
Subject:	Westrock Residence - Additional Parking Stall Request (PC 9/15 & VB 9/22) rta comments
Date:	Wednesday, September 10, 2025 12:29:07 PM
Attachments:	image001.png image003.png image004.png image005.png

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Alex,
I have had more time to review the request for additional parking stalls. Here are my general comments after review and response by your team.

-What are the dimensions of the parking stalls? Do they meet the 180 sq ft minimum and are they all the same size?
-There are ribbons of 5' concrete sidewalk in areas adjacent to the asphalt thru drive lanes. These are there to allow pedestrians walkways from garages, to mailboxes, to walking paths outside of the asphalt thru drive lanes. In several instances it looks like the 5' concrete sidewalk is being eliminated to make room for additional parking spaces. The 5' concrete sidewalk should remain for pedestrian flow.
-There are several areas where the rear of the parking spaces abuts the 5' concrete sidewalk – there will likely be instances of larger vehicles hanging over the parking stalls onto the sidewalk. Also, it is not typical to locate a sidewalk between the thru lane and parking stall.
--can the parking stalls be lengthened to 22 feet to allow more length for trucks?
--can you adjust the concrete sidewalks, so they are in front of the parking stalls? If not, the stalls should not be located in these areas.
-There are a few areas where the parking stalls get close to prominent swales. You should identify elevation grades for the parking stalls and any elevation/graded/swale adjustments that may need to occur to accommodate the parking stalls.
-What impact do these additional parking stalls have to your snow storage plans?
-The additional impervious area for the stalls is negligible, and your engineer has confirmed that there is no significant impact to the function of the stormwater plan.
-The landscape plan has shown adjustments of plantings around the parking stalls. There is no reduction in landscaping.

Can you please consider these comments and prepare to address them at the Plan Commission meeting on 9/15 or before?

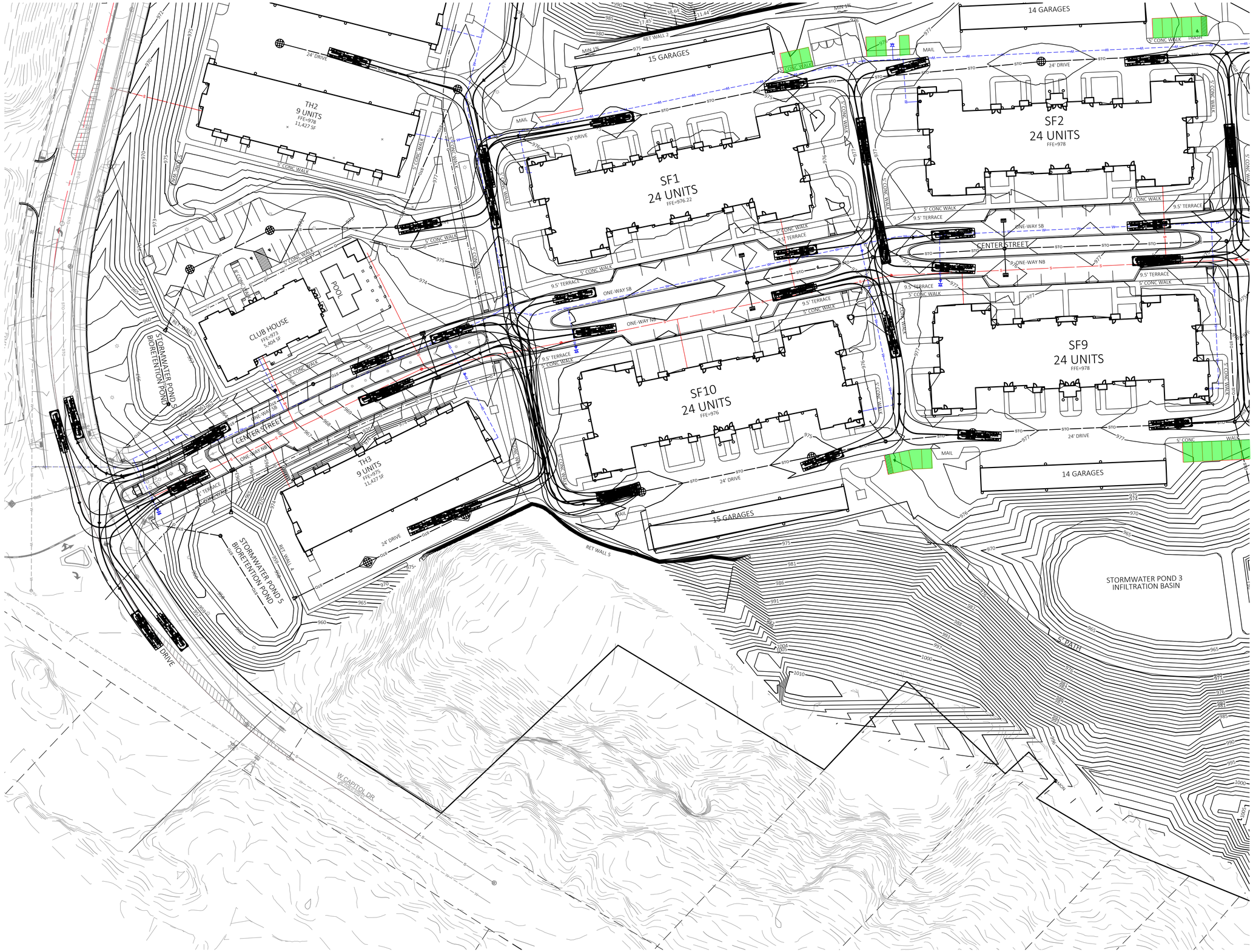
Ryan



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Ruekert · Mielke

MATCH LINE - SHEET C3.0



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NO.	REVISION DESCRIPTION:	DATE:
	CONSTRUCTION BULLETIN 2	10/8/2024
	CONSTRUCTION BULLETIN 4	11/13/2024
	CONSTRUCTION BULLETIN 7	02/21/2025
	CONSTRUCTION BULLETIN 8	04/25/2025

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PROJECT
HARTLAND APARTMENTS
700 W. CAPITOL DRIVE
VILLAGE OF HARTLAND, WI

CLIENT
THREE LEAF PARTNERS
504 W. JUNEAU AVE.
MILWAUKEE, WI 53203

Seal

SHEET TITLE
MASTER GRADING PLAN

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P&D Project No:	490686
Sheet No.	**C3.1**

NO.	REVISION DESCRIPTION:	DATE
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	CONSTRUCTION BULLETIN 7	03/21/2025
	CONSTRUCTION BULLETIN 8	04/25/2025

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SF8
24 UNITS
FFE=976.16

SF 7
24 UNITS
FFE=975

SF 6
24 UNITS
FFE=974

14 GARAGES

14 GARAGES

14 GARAGES

DOG PARK
14,780 SF

FOREBAY

FOREBAY

STORMWATER POND 2
INFILTRATION BASIN

VILLAGE CEMETERY

ONE-WAY SB

ONE-WAY NB

24' DRIVE

5' CONC. WALK

9.5' TERRACE

OPEN SPACE

MAIL

PROP FENCE (405 LF)

DOUBLE SWINGING GATE
FOR DOG SECURITY

PROP CULVERT
(SEE C4.0)

0 40' 80'

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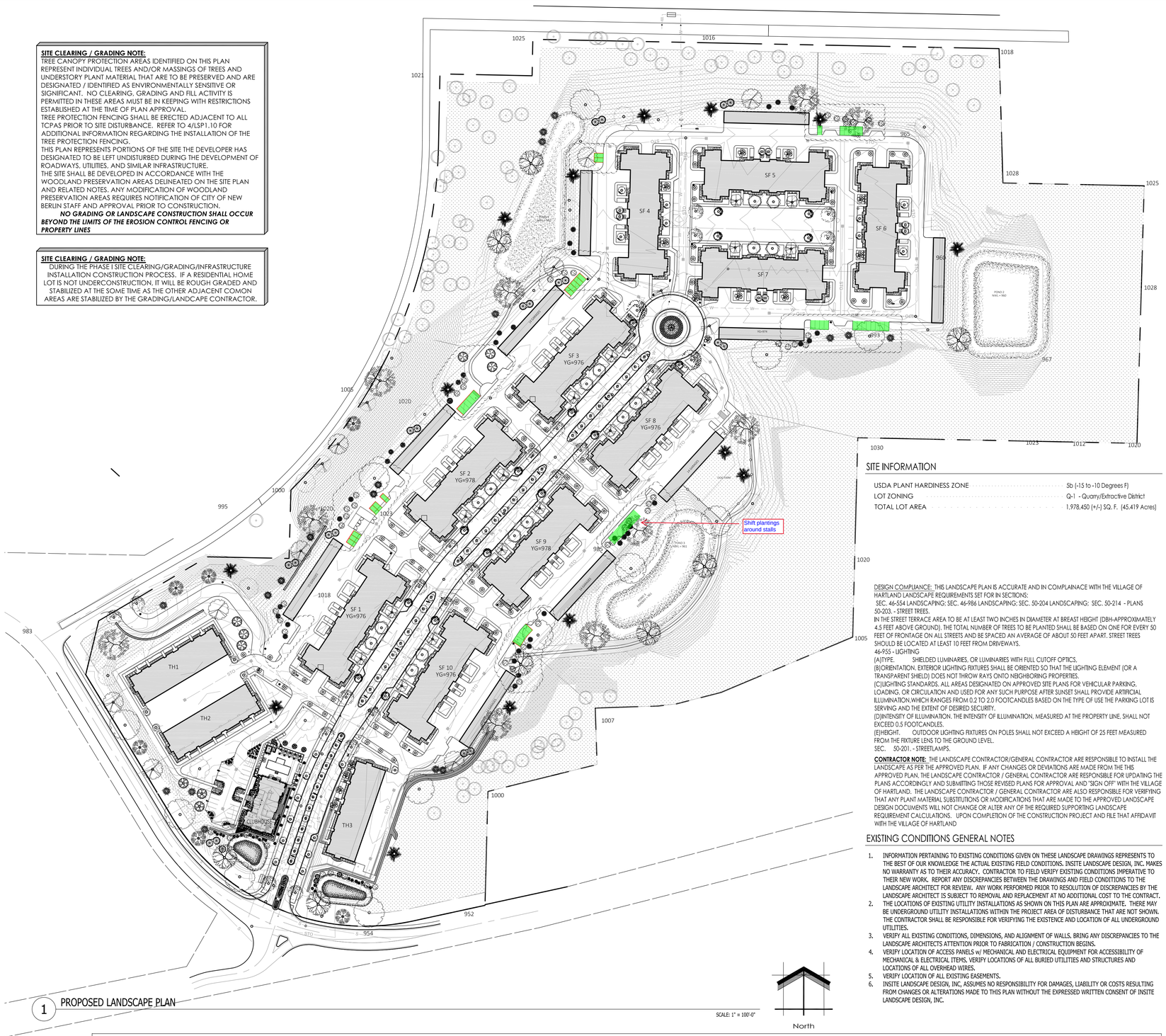
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Sheet No.	C3.3

SITE CLEARING / GRADING NOTE:
TREE CANOPY PROTECTION AREAS IDENTIFIED ON THIS PLAN REPRESENT INDIVIDUAL TREES AND/OR MASSINGS OF TREES AND UNDERSTORY PLANT MATERIAL THAT ARE TO BE PRESERVED AND ARE DESIGNATED / IDENTIFIED AS ENVIRONMENTALLY SENSITIVE OR SIGNIFICANT. NO CLEARING, GRADING AND FILL ACTIVITY IS PERMITTED IN THESE AREAS MUST BE IN KEEPING WITH RESTRICTIONS ESTABLISHED AT THE TIME OF PLAN APPROVAL.
TREE PROTECTION FENCING SHALL BE ERECTED ADJACENT TO ALL TCPAS PRIOR TO SITE DISTURBANCE. REFER TO 4/LSP1.10 FOR ADDITIONAL INFORMATION REGARDING THE INSTALLATION OF THE TREE PROTECTION FENCING.
THIS PLAN REPRESENTS PORTIONS OF THE SITE THE DEVELOPER HAS DESIGNATED TO BE LEFT UNDISTURBED DURING THE DEVELOPMENT OF ROADWAYS, UTILITIES, AND SIMILAR INFRASTRUCTURE.
THE SITE SHALL BE DEVELOPED IN ACCORDANCE WITH THE WOODLAND PRESERVATION AREAS DELINEATED ON THE SITE PLAN AND RELATED NOTES. ANY MODIFICATION OF WOODLAND PRESERVATION AREAS REQUIRES NOTIFICATION OF CITY OF NEW BERLIN STAFF AND APPROVAL PRIOR TO CONSTRUCTION.
NO GRADING OR LANDSCAPE CONSTRUCTION SHALL OCCUR BEYOND THE LIMITS OF THE EROSION CONTROL FENCING OR PROPERTY LINES

SITE CLEARING / GRADING NOTE:
DURING THE PHASE I SITE CLEARING/GRADING/INFRASTRUCTURE INSTALLATION CONSTRUCTION PROCESS. IF A RESIDENTIAL HOME LOT IS NOT UNDERCONSTRUCTION, IT WILL BE ROUGH GRADED AND STABILIZED AT THE SOME TIME AS THE OTHER ADJACENT COMON AREAS ARE STABILIZED BY THE GRADING/LANDCAPE CONTRACTOR.



1 PROPOSED LANDSCAPE PLAN

SCALE: 1" = 100'-0"

North

SITE INFORMATION

USDA PLANT HARDINESS ZONE	5b (-15 to -10 Degrees F)
LOT ZONING	Q-1 - Quarry/Extractive District
TOTAL LOT AREA	1,978,450 (+/-) SQ. F. (45.419 Acres)

DESIGN COMPLIANCE: THIS LANDSCAPE PLAN IS ACCURATE AND IN COMPLAINACE WITH THE VILLAGE OF HARTLAND LANDSCAPE REQUIREMENTS SET FOR IN SECTIONS:
SEC. 46-554 LANDSCAPING; SEC. 46-986 LANDSCAPING; SEC. 50-204 LANDSCAPING; SEC. 50-214 - PLANS
50-203, - STREET TREES.
IN THE STREET TERRACE AREA TO BE AT LEAST TWO INCHES IN DIAMETER AT BREAST HEIGHT (DBH-APPROXIMATELY 4.5 FEET ABOVE GROUND). THE TOTAL NUMBER OF TREES TO BE PLANTED SHALL BE BASED ON ONE FOR EVERY 50 FEET OF FRONTAGE ON ALL STREETS AND BE SPACED AN AVERAGE OF ABOUT 50 FEET APART. STREET TREES SHOULD BE LOCATED AT LEAST 10 FEET FROM DRIVEWAYS.
46-955 - LIGHTING
(A)TYPE. SHIELDED LUMINARIES, OR LUMINARIES WITH FULL CUTOFF OPTICS.
(B)ORIENTATION. EXTERIOR LIGHTING FIXTURES SHALL BE ORIENTED SO THAT THE LIGHTING ELEMENT (OR A TRANSPARENT SHIELD) DOES NOT THROW RAYS ONTO NEIGHBORING PROPERTIES.
(C)LIGHTING STANDARDS. ALL AREAS DESIGNATED ON APPROVED SITE PLANS FOR VEHICULAR PARKING, LOADING, OR CIRCULATION AND USED FOR ANY SUCH PURPOSE AFTER SUNSET SHALL PROVIDE ARTIFICIAL ILLUMINATION,WHICH RANGES FROM 0.2 TO 2.0 FOOTCANDLES BASED ON THE TYPE OF USE THE PARKING LOT IS SERVING AND THE EXTENT OF DESIRED SECURITY.
(D)INTENSITY OF ILLUMINATION. THE INTENSITY OF ILLUMINATION, MEASURED AT THE PROPERTY LINE, SHALL NOT EXCEED 0.5 FOOTCANDLES.
(E)HEIGHT. OUTDOOR LIGHTING FIXTURES ON POLES SHALL NOT EXCEED A HEIGHT OF 25 FEET MEASURED FROM THE FIXTURE LENS TO THE GROUND LEVEL.
SEC. 50-201. - STREETLAMPS.

CONTRACTOR NOTE: THE LANDSCAPE CONTRACTOR/GENERAL CONTRACTOR ARE RESPONSIBLE TO INSTALL THE LANDSCAPE AS PER THE APPROVED PLAN. IF ANY CHANGES OR DEVIATIONS ARE MADE FROM THE THIS APPROVED PLAN, THE LANDSCAPE CONTRACTOR / GENERAL CONTRACTOR ARE RESPONSIBLE FOR UPDATING THE PLANS ACCORDINGLY AND SUBMITTING THOSE REVISED PLANS FOR APPROVAL AND 'SIGN OFF' WITH THE VILLAGE OF HARTLAND. THE LANDSCAPE CONTRACTOR / GENERAL CONTRACTOR ARE ALSO RESPONSIBLE FOR VERIFYING THAT ANY PLANT MATERIAL SUBSTITUTIONS OR MODIFICATIONS THAT ARE MADE TO THE APPROVED LANDSCAPE DESIGN DOCUMENTS WILL NOT CHANGE OR ALTER ANY OF THE REQUIRED SUPPORTING LANDSCAPE REQUIREMENT CALCULATIONS. UPON COMPLETION OF THE CONSTRUCTION PROJECT AND FILE THAT AFFIDAVIT WITH THE VILLAGE OF HARTLAND

EXISTING CONDITIONS GENERAL NOTES

1. INFORMATION PERTAINING TO EXISTING CONDITIONS GIVEN ON THESE LANDSCAPE DRAWINGS REPRESENTS TO THE BEST OF OUR KNOWLEDGE THE ACTUAL EXISTING FIELD CONDITIONS. INSITE LANDSCAPE DESIGN, INC. MAKES NO WARRANTY AS TO THEIR ACCURACY. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS IMPERATIVE TO THEIR NEW WORK. REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW. ANY WORK PERFORMED PRIOR TO RESOLUTION OF DISCREPANCIES BY THE LANDSCAPE ARCHITECT IS SUBJECT TO REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST TO THE CONTRACT.
2. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA OF DISTURBANCE THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.
3. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ALIGNMENT OF WALLS. BRING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECTS ATTENTION PRIOR TO FABRICATION / CONSTRUCTION BEGINS.
4. VERIFY LOCATION OF ACCESS PANELS w/ MECHANICAL AND ELECTRICAL EQUIPMENT FOR ACCESSIBILITY OF MECHANICAL & ELECTRICAL ITEMS. VERIFY LOCATIONS OF ALL BURIED UTILITIES AND STRUCTURES AND LOCATIONS OF ALL OVERHEAD WIRES.
5. VERIFY LOCATION OF ALL EXISTING EASEMENTS.
6. INSITE LANDSCAPE DESIGN, INC, ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF INSITE LANDSCAPE DESIGN, INC.

LANDSCAPE PLAN GENERAL NOTES

PLANT MATERIAL SHOWN ON LANDSCAPE PLAN IS DEPICTED AT MATURE GROWTH.

1. AT LEAST SEVENTY-TWO HOURS PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL VERIFY UTILITY LOCATIONS AS GIVEN BY THE ELECTRIC, GAS, TELEPHONE, WATER, SEWER, AND CABLE TELEVISION COMPANIES, UTILITIES OR ENTITIES. REVIEW WITH OWNER'S REPRESENTATIVE SITE MECHANICAL, SITE ELECTRICAL AND LIGHTING, SITE GRADING AND DRAINAGE, SITE IRRIGATION AND ALL OTHER DRAWINGS PERTAINING TO UNDERGROUND UTILITY LOCATIONS. RECORD SET OF INFORMATION THE SAME AS IN POSSESSION OF OWNER'S REPRESENTATIVE. ALSO REVIEW OWNER'S "MARK SETS" OF ALL OF THESE DRAWINGS IN POSSESSION OF THE CONTRACTOR OR OWNER. MARK ALL SUCH UTILITIES ON THE SITE PRIOR TO COMMENCING. COORDINATE WITH OWNER BEFORE AND DURING CONSTRUCTION. REPAIR ANY DAMAGE TO ANY SYSTEM THAT IS CAUSED BY LANDSCAPE CONTRACTOR AT NO COST TO OWNER.
2. ALL PLANTINGS SPECIFIED FOR THE HARTLAND WESTROCK RESIDENCE PROJECT PLANTING TABLES SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1 2014 AND ANSI STANDARDS FOR PLANTING 2012.
3. ALL DEVIATIONS FROM THE APPROVED HARTLAND WESTROCK RESIDENCE PROJECT PLANS SHALL BE NOTED ON THE RECORD DRAWINGS BY THE CONTRACTOR AND MAY BE EXECUTED ONLY WITH PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. VERBAL AGREEMENTS OR REVISIONS WITHOUT A CHANGE ORDER WILL NOT BE RECOGNIZED BY LANDSCAPE ARCHITECT AND OWNER.
4. ALL PLANTS MUST BE BID AND SELECTED PER THE SPECIES SPECIFIED ON THE PLANS. ANY SPECIES SUBSTITUTIONS MUST BE APPROVED IN WRITING BY LANDSCAPE ARCHITECT. THE SIZES OF PLANT MATERIAL LISTED HEREIN IS A MINIMUM ACCEPTABLE SIZE. ADDITIONALLY, IF EXCESSIVE PRUNING REDUCES THE CROWN THE PLANT SHALL BE REPLACED.
5. PROTECT PUBLIC FROM CONSTRUCTION WITH BARRIERS AND BARRICADES.
6. ALL AREAS THAT WERE DISTURBED DURING CONSTRUCTION AND AREAS NOT COVERED WITH PAVEMENT, BUILDING, PLANTING BEDS, OR TREE PITS ARE TO BE TOPSOILED 3" DEEP (MIN.) AND SHALL BE SODDED/SEEDED WITH SPECIFIED LAWN GRASS. LANDSCAPE CONTRACTOR SHALL INCLUDE COST PER SQUARE YARD FOR ADDITIONAL SEED OPERATIONS AS MAY BE POSSIBLY REQUIRED TO REESTABLISH ADJACENT TURF GRASS AREAS WHICH MAY BECOME DAMAGED DURING THE CONSTRUCTION PROCESS OR TO REPAIR DAMAGE DONE BY OTHERS.
7. CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, AND PLANTS NECESSARY FOR PROPER PLANTING AND INSTALLATION OF ALL LANDSCAPE MATERIAL.
8. QUANTITIES ON PLANT MATERIALS LIST ARE FOR CONVENIENCE OF BIDDING ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS AND COVERAGE OF ALL AREAS DELINEATED. THE PLANS ARE TO SUPERSEDE THE PLANT LIST IN ALL CASES.
9. CONTRACTOR IS RESPONSIBLE FOR ALL ESTIMATING AND BIDDING, ALL AREAS, QUANTITIES MATERIALS SHOULD BE FIELD VERIFIED WITH SITE CONDITION.
10. WHERE DISCREPANCIES OCCUR BETWEEN THE LANDSCAPE PLANS AND/OR ARCHITECTURAL AND/OR THE CIVIL DRAWINGS (AND ANY OTHER SITE DRAWINGS) THE DISCREPANCIES MUST BE BROUGHT TO THE LANDSCAPE ARCHITECTS ATTENTION FOR COORDINATION AND RESOLUTION.
11. ALL DISEASED, NOXIOUS OR INAPPROPRIATE MATERIALS SHALL BE REMOVED FROM THE PROPOSED SITE PRIOR TO THE START OF CONSTRUCTION AND DURING THE MAINTENANCE PERIOD.
12. GENERAL CONTRACTOR SHALL LEAVE THE SITE FREE OF CONSTRUCTION DEBRIS.
13. ALL LAWN AND PLANTING AREAS SHALL SLOPE TO DRAIN A MINIMUM OF 2% UNLESS NOTED OTHERWISE AND REVIEWED WITH OWNER'S REPRESENTATIVE FOR FINAL APPROVAL.
14. FINISH GRADES FOR SHRUB AND GROUND COVER AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT PAVEMENTS AND CURBS, UNLESS NOTED OTHERWISE ON THE PLANS. REFER TO LSP1.9 FOR FURTHER INFORMATION.
15. ALL PERENNIAL, ANNUAL AND GROUND COVER AREAS TO RECEIVE A BLEND OF ORGANIC SOIL AMENDMENTS PRIOR TO PLANTING. TILL THE FOLLOWING MATERIALS INTO EXISTING TOPSOIL TO A DEPTH OF APPROXIMATELY 8". A DEPTH OF 12" IN TREE PITS. PROPORTIONS AND QUANTITIES MAY REQUIRE ADJUSTMENT DEPENDING ON THE CONDITION OF EXISTING SOIL. REFER TO LSP1.9 FOR FURTHER INFORMATION.
    PER EVERY 100 SQUARE FEET ADD: ONE - 2 CUBIC FOOT BALE OF PEAT MOSS, 2 POUNDS OF 5 -10 -5 GARDEN FERTILIZER, 1/4 CUBIC YARD OF COMPOSTED MANURE OR OTHER COMPOSTED, ORGANIC MATERIAL.
16. ALL SHRUBS TO BE POCKET PLANTED WITH A 50/50 MIX OF COMPOSTED, ORGANIC MATERIAL AND EXISTING SOIL. INSTALL TOPSOIL INTO ALL BEDS AS NEEDED TO ACHIEVE PROPER GRADE. REMOVE ALL EXCESSIVE GRAVEL, CLAY AND STONES. REFER TO LSP1.9 FOR FURTHER INFORMATION.
17. PLANT ALL TREES SLIGHTLY HIGHER THAN FINISHED GRADE AT ROOT FLARE. BACK FILL HOLE WITH 2/3 EXISTING TOPSOIL AND ORGANIC SOIL AMENDMENTS SPECIFIED IN NOTE 15. AVOID ANY AIR POCKETS. DISCARD ANY GRAVEL CLAY OR STONES. REFER TO LSP1.9 FOR FURTHER INFORMATION.
18. ALL TREES TO BE INSTALLED, STAKED AND GUYED ACCORDING TO DETAILS. REFER TO ANSI STANDARDS FOR PLANTING 2012 AND DETAILS ON LSP1.9 FOR FURTHER INFORMATION.
19. PROVIDE A 4'-0" - 5'-0" DIAMETER MULCH RING AT THE ROOT BALL FLARE OF ALL LAWN TREES.
20. ALL PLANTINGS TO BE WATERED AT THE TIME OF PLANTING, THROUGHOUT CONSTRUCTION AND UPON COMPLETION OF PROJECT AS REQUIRED.
21. WHERE SPECIFIED, ALL PLANT BEDS, PITS AND TREE RINGS ARE TO RECEIVE A MINIMUM OF 2" - 3" DRESSING OF SHREDDED HARDWOODM OAK BARK MULCH SHAVINGS FREE OF GROWTH, WEEDS, FOREIGN MATTER DETRIMENTAL TO PLANT LIFE OR GERMINATION INHIBITING INGREDIENTS. LANDSCAPE CONTRACTOR TO PROVIDE A SAMPLE TO OWNER FOR APPROVAL. CONTRACTOR TO TAKE CARE WITH INSTALLATION NOT TO DAMAGE OR COVER PLANTS. REFER TO LSP1.9 FOR FURTHER INFORMATION.
22. LAWN INSTALLATION: CONTRACTOR TO FURNISH AND PREPARE TOPSOIL (3" MIN) AND SEED BED (REMOVE ALL STONES 1" OR LARGER), APPLY STARTER FERTILIZER AND SEED UNIFORMLY. PROVIDE A MULCH COVERING SUITABLE TO GERMINATE AND ESTABLISH TURF. EROSION CONTROL MESH SHOULD BE USED IN SWALES AND STEEP GRADES WHERE APPLICABLE. METHODS OF INSTALLATION MAY VARY AT THE DISCRETION OF CONTRACTOR. IT IS HIS/HER RESPONSIBILITY TO ESTABLISH AND GUARANTEE A SMOOTH, UNIFORM, QUALITY TURF. IF STRAW MULCH IS USED AS A COVERING, A TACKIFIER MAY BE NECESSARY TO AVOID WIND DAMAGE.
23. **DELUXE 50 GRASS SEED MIX REINDER'S (800) 785-3301**
    20% KENTUCKY BLUE GRASS
    15% NEWPORT KENTUCKY BLUE GRASS
    15% SR 2100 Kentucky Bluegrass
    25% Creeping Red Fescue
    15% Replicator Perennial Ryegrass
    10% Fiesta 4 Perennial Ryegrass
    APPLY AT A RATE OF 200 POUNDS PER ACRE. REFER TO SUPPLIERS SPECIFICATIONS & INSTALLATION CUT SHEETS FOR FURTHER FORMATION
24. DURING THE INITIAL "30 DAY MAINTENANCE PERIOD' THE LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE AND ON-GOING PLEASANT VISUAL ENVIRONMENT WHEREAS ANY PLANT WHICH IS NOT RESPONDING TO TRANSPLANTING OR THRIVING SHALL IMMEDIATELY BE REPLACED. NEW LAWNS SHALL BE WATERED AND REPAIRED AND WEEDS MUST CONSTANTLY BE REMOVED, NO EXCEPTIONS WILL BE GRANTED.
    MAINTENANCE NOTE:
    MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN REQUIRED LANDSCAPING IN ACCORDANCE WITH THE MUNICIPALITY'S PROPERTY MAINTENANCE CODE AND AN APPROVED MAINTENANCE PLAN. THE MAINTENANCE MUST INCLUDE, AT A MINIMUM, METHODS FOR PROVIDING THE FOLLOWING:
    - NECESSARY IRRIGATION (IF REQUIRED)
    - INTEGRATED PEST MANAGEMENT,
    - PROPER FERTILIZATION
    - TREE CARE AND PRUNING, SHRUB TIP CLIPPING AND SHAPING AS REQUIRED
    - REPLACEMENT OF LOST VEGETATION, AND ALL DISEASED, DAMAGED, OR DEAD MATERIAL WILL BE REPLACED BY THE END OF THE FOLLOWING PLANTING SEASON IN PERPETUITY. FOR REPLACEMENT IN PERPETUITY REFER TO APPROVED DEVELOPERS AGREEMENT.
    - WEED MANAGEMENT AND BED CARE.
25. ALL NEWLY PLANTED TREES AND SHRUBS ARE TO RECEIVE AN APPLICATION OF AN ANTI-TRANSPLANT SPRAY THAT WILL EFFECTIVELY REDUCE THE WATER LOSS OF TRANSPIRATION OF PLANT MATERIAL AND REDUCE THE STRESS OF TRANSPLANTATION. IT IS RECOMMENDED AS PART OF THE ONGOING MAINTENANCE THAT ANY BROADLEAF EVERGREEN AND CONIFEROUS TREE AND SHRUBS (EXCLUDING ARBORVITAE) RECEIVE AN APPLICATION OF AN ANTI-DESICCANT SPRAY TO REDUCE THE LOSS OF MOISTURE DUE TO WINTER DESICCATION.
26. MAINTENANCE. THE OWNER SHALL TEND AND MAINTAIN ALL PLANT MATERIALS IN A HEALTHY GROWING CONDITION AS PER THE APPROVED MAINTENANCE PLAN AND APPROVED PLAN DOCUMENTS. PLANTINGS SHALL BE REPLACED WHEN NECESSARY AND KEPT FREE FROM REFUSE & DEBRIS. ALL PLANTING MATERIAL WHICH IS DYING OR DAMAGED BEYOND RECOVERY SHALL BE REPLACED WITHIN SIX (6) MONTHS OR BY THE NEXT PLANTING SEASON, WHICHEVER COMES FIRST. REFER TO ADDITIONAL INFORMATION REGARDING INSTALLATION AND MAINTENANCE FOR THE SPECIFIED SEED MIXES ON PER CUT SHEET PROVIDED ON LSP1.16.
27. LANDSCAPE / SITE DEMOLITION CONTRACTOR TO VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS TO BE SALVAGED AND CLEARLY TAG THEM WITH MARKING TAPE AND CONSTRUCTION FENCE.

INFILTRATION BASIN CONSTRUCTION & RESTORATION NOTES

1. THE PERMANENT INFILTRATION BASIN SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION PROJECT.
2. ONCE CONSTRUCTION OF A PERMANENT INFILTRATION BASIN BEGINS, THE INFILTRATION BASIN BOTTOM SHALL BE CORDONED OFF OR SOMEHOW DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
3. TOPSOIL & OVERBURDEN SHALL BE OVER-EXCAVATED AS NECESSARY TO EXPOSE SANDY SOILS SUITABLE FOR STORMWATER INFILTRATION, AS VERIFIED BY THE GEOTECHNICAL ENGINEER.
    3.1. A POST CONSTRUCTION INFILTRATION TEST IS REQUIRED FOR EACH BAY OF THE INFILTRATION BASIN, WITH RESULTS PROVIDED TO TO THE DESIGN ENGINEER.
4. BASIN CONSTRUCTION SHALL BE SUSPENDED IN PERIODS OF RAINFALL AND SNOWMELT AND SHALL REMAIN SUSPENDED IF PONDED WATER IS PRESENT.
5. PROVIDE COMPOST MIXTURE PER PLAN TO THE IDENTIFIED BOTTOM INFILTRATION AREAS, THE COMPOST COMPONENT SHALL MEET THE REQUIREMENTS OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES SPECIFICATIONS S100 - COMPOST. EXISTING SOILS IN COMPOSTED AREAS SHALL BE HELD 3" LOW, 3" OF COMPOST SHALL BE ADDED BRINGING TO FINAL GRADE, AFTER PLACEMENT OF COMPOST PROVIDE 12" DEEP TILL.
6. REFER TO THE LANDSCAPE PLAN FOR FINAL SPECIFICATIONS AND INFORMATION FOR INFILTRATION BASIN PLANTINGS, STABILIZATION, ETC. ANY INFORMATION SHOWN ON THE SITE CIVIL PLANS RELATED TO PLANTINGS/EXPOSED SOILS/INFILTRATION ZONES/ETC. SHALL BE SUPERCEDED BY THE LANDSCAPE PLAN. ALL SIDE SLOPES 4:1 OR GREATER SHALL BE PROVIDED WITH CLASS I, TYPE A EROSION MATTING.
7. DURING CONSTRUCTION, INFILTRATION BASIN MAY REQUIRE PERIODIC REMOVAL OF SEDIMENT ACCUMULATED IN THE BOTTOM OF THE BASIN. THIS IS NECESSARY TO KEEP THE INFILTRATION BASINS INFILTRATING AT A HIGHER RATE; IMPORTANT TO THIS SITE THAT IS REQUIRED TO INFILTRATE 100% OF ALL RUNOFF. SEDIMENT REMOVED FROM BASIN BOTTOMS SHALL BE PLACED IN AN AREA UPSLOPE OF A WET FOREBAY.
8. REFER TO THE STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION MAINTENANCE ACTIVITIES, INCLUDING MAINTENANCE OF THE INFILTRATION BASINS.

TO OBTAIN LOCATION OF PARTICIPANT'S UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
DIGGERS HOT LINE
WISCONSIN STATUTE 182.0175 (1974) REQUIRES A MINIMUM OF 3 DAYS NOTICE BEFORE YOU EXCAVATE (NOT INCLUDING SATURDAY, SUNDAY OR LEGAL HOLIDAYS)

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InSITE LANDSCAPE DESIGN
Landscape Consulting & Master Planning Design Sevices
11525 W. North Avenue, Suite 1B
Wauwatosa, WI 53226
Tel (414) 476-1204
www.insitedesigninc.com
mdavis@insitedesigninc.com

Project:

HARTLAND QUARRY DEVELOPMENT

700 W. Capitol Drive
Hartland, WI 53029

Issuance and Revisions:

Date	Number	Description
06/30/23		Client Review Submittal
07/05/23		Client Review Submittal
07/06/23		Plan Commission Submittal
06/30/24		Construction Document Submittal
02/06/25		Lighting Plan Submittal
03/04/25		Lighting Plan Submittal
04/01/25		Revisions based on Client Comments
08/12/25		Additional Revisions Based on Site Changes

CONSTRUCTION SET USE NO OTHER- DO NOT SCALE THESE DRAWINGS-

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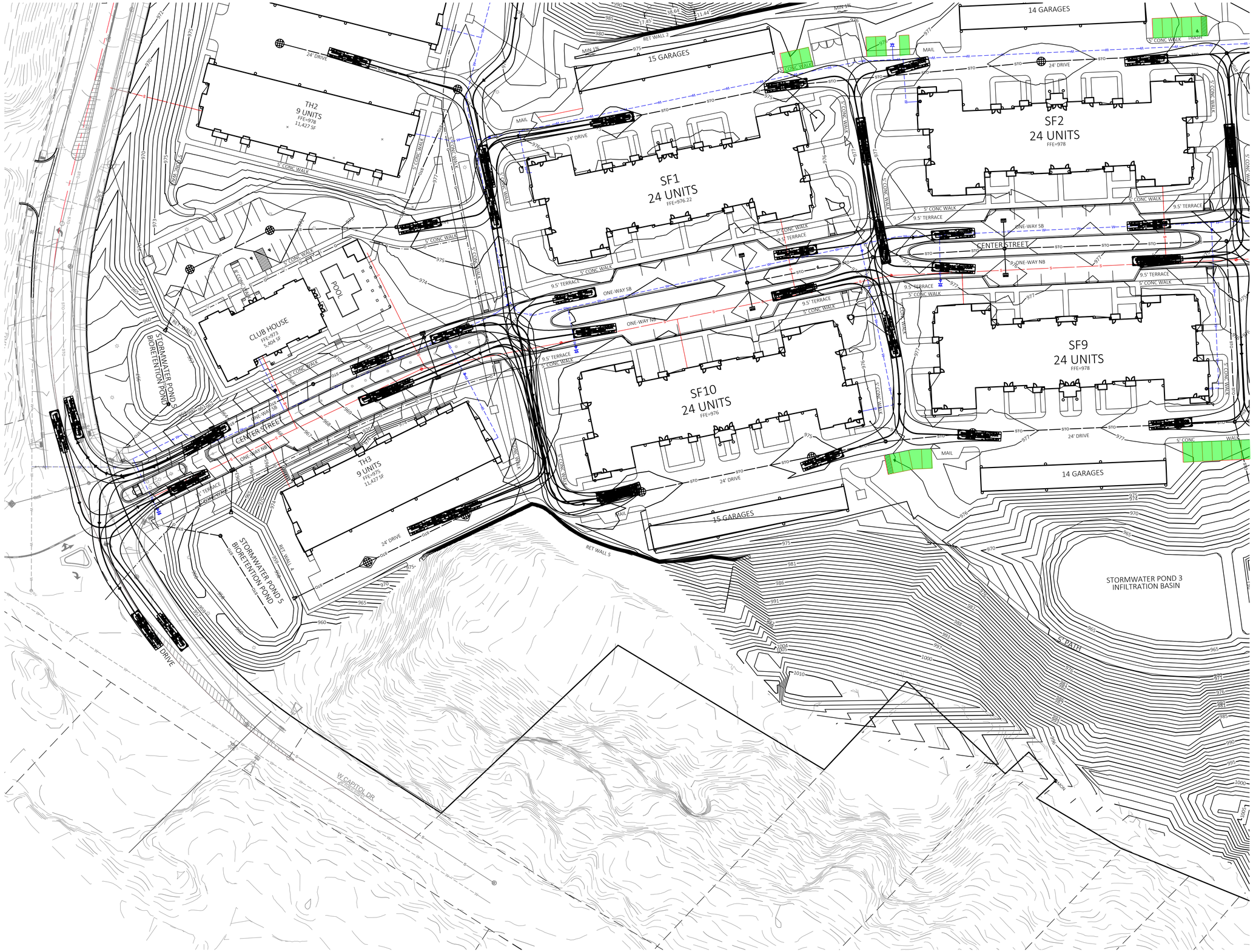
Sheet Title:

PROPOSED LANDSCAPE PLAN, GENERAL NOTES, AND PLANT MATERIAL TABLE

Date of Drawing:	08/12/25
Scale:	1" = 100'-0"
Drawn By:	MCD
Job Number:	L23-043
Sheet Number:	LSP1.1

L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025

MATCH LINE - SHEET C3.0



0 40' 80'

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Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

NO.	REVISION DESCRIPTION:	DATE:
	CONSTRUCTION BULLETIN 2	10/8/2024
	CONSTRUCTION BULLETIN 4	11/13/2024
	CONSTRUCTION BULLETIN 7	02/21/2025
	CONSTRUCTION BULLETIN 8	04/25/2025

Payne+Dolan
www.paydangroup.com
(920) 757-7559

PROJECT
HARTLAND APARTMENTS
700 W. CAPITOL DRIVE
VILLAGE OF HARTLAND, WI

CLIENT
THREE LEAF PARTNERS
504 W. JUNEAU AVE.
MILWAUKEE, WI 53203

Seal

SHEET TITLE
MASTER GRADING PLAN

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Drawing Scale:	1: 40
Drawn:	NJO 09/26/2024
Checked:	CTD 09/26/2024
P&D Project No:	490686
Sheet No.	**C3.1**

NO.	REVISION DESCRIPTION:	DATE
	CONSTRUCTION BULLETIN 2	10/8/2024
	CONSTRUCTION BULLETIN 7	03/21/2025
	CONSTRUCTION BULLETIN 8	04/25/2025

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MATCH LINE - SHEET C3.2

MATCH LINE - SHEET C3.1

SF8
24 UNITS
FFE=976.16

SF 7
24 UNITS
FFE=975

SF 6
24 UNITS
FFE=974

14 GARAGES

14 GARAGES

14 GARAGES

DOG PARK
14,780 SF

FOREBAY

FOREBAY

STORMWATER POND 2
INFILTRATION BASIN

VILLAGE CEMETERY

ONE-WAY SB

ONE-WAY NB

24' DRIVE

5' CONC. WALK

9.5' TERRACE

OPEN SPACE

MAIL

PROP FENCE (405 LF)

DOUBLE SWINGING GATE
FOR DOG SECURITY

PROP CULVERT
(SEE C4.0)

0 40' 80'

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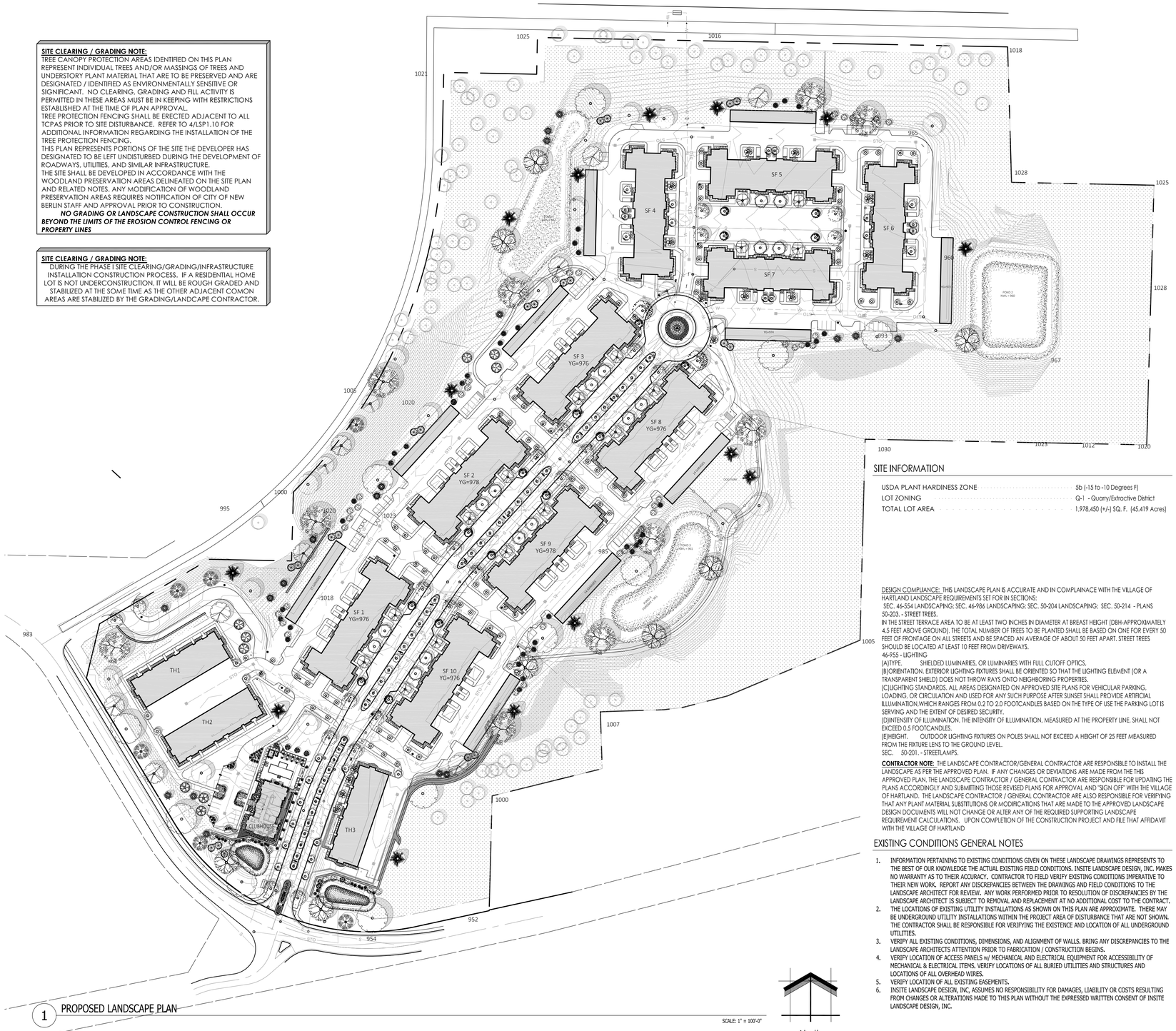
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Sheet No.	C3.3

SITE CLEARING / GRADING NOTE:
TREE CANOPY PROTECTION AREAS IDENTIFIED ON THIS PLAN REPRESENT INDIVIDUAL TREES AND/OR MASSINGS OF TREES AND UNDERSTORY PLANT MATERIAL THAT ARE TO BE PRESERVED AND ARE DESIGNATED / IDENTIFIED AS ENVIRONMENTALLY SENSITIVE OR SIGNIFICANT. NO CLEARING, GRADING AND FILL ACTIVITY IS PERMITTED IN THESE AREAS MUST BE IN KEEPING WITH RESTRICTIONS ESTABLISHED AT THE TIME OF PLAN APPROVAL.
TREE PROTECTION FENCING SHALL BE ERECTED ADJACENT TO ALL TCPAS PRIOR TO SITE DISTURBANCE. REFER TO 4/LSP1.10 FOR ADDITIONAL INFORMATION REGARDING THE INSTALLATION OF THE TREE PROTECTION FENCING.
THIS PLAN REPRESENTS PORTIONS OF THE SITE THE DEVELOPER HAS DESIGNATED TO BE LEFT UNDISTURBED DURING THE DEVELOPMENT OF ROADWAYS, UTILITIES, AND SIMILAR INFRASTRUCTURE.
THE SITE SHALL BE DEVELOPED IN ACCORDANCE WITH THE WOODLAND PRESERVATION AREAS DELINEATED ON THE SITE PLAN AND RELATED NOTES. ANY MODIFICATION OF WOODLAND PRESERVATION AREAS REQUIRES NOTIFICATION OF CITY OF NEW BERLIN STAFF AND APPROVAL PRIOR TO CONSTRUCTION.
NO GRADING OR LANDSCAPE CONSTRUCTION SHALL OCCUR BEYOND THE LIMITS OF THE EROSION CONTROL FENCING OR PROPERTY LINES

SITE CLEARING / GRADING NOTE:
DURING THE PHASE I SITE CLEARING/GRADING/INFRASTRUCTURE INSTALLATION CONSTRUCTION PROCESS. IF A RESIDENTIAL HOME LOT IS NOT UNDERCONSTRUCTION, IT WILL BE ROUGH GRADED AND STABILIZED AT THE SOME TIME AS THE OTHER ADJACENT COMON AREAS ARE STABILIZED BY THE GRADING/LANDCAPE CONTRACTOR.



1 PROPOSED LANDSCAPE PLAN

SCALE: 1" = 100'-0"

North

SITE INFORMATION

USDA PLANT HARDINESS ZONE	5b (-15 to -10 Degrees F)
LOT ZONING	Q-1 - Quarry/Extractive District
TOTAL LOT AREA	1,978,450 (+/-) SQ. F. (45.419 Acres)

DESIGN COMPLIANCE: THIS LANDSCAPE PLAN IS ACCURATE AND IN COMPLAINACE WITH THE VILLAGE OF HARTLAND LANDSCAPE REQUIREMENTS SET FOR IN SECTIONS:
SEC. 46-554 LANDSCAPING; SEC. 46-986 LANDSCAPING; SEC. 50-204 LANDSCAPING; SEC. 50-214 - PLANS
50-203. - STREET TREES.
IN THE STREET TERRACE AREA TO BE AT LEAST TWO INCHES IN DIAMETER AT BREAST HEIGHT (DBH-APPROXIMATELY 4.5 FEET ABOVE GROUND). THE TOTAL NUMBER OF TREES TO BE PLANTED SHALL BE BASED ON ONE FOR EVERY 50 FEET OF FRONTAGE ON ALL STREETS AND BE SPACED AN AVERAGE OF ABOUT 50 FEET APART. STREET TREES SHOULD BE LOCATED AT LEAST 10 FEET FROM DRIVEWAYS.
46-955 - LIGHTING
(A)TYPE. SHIELDED LUMINARIES. OR LUMINARIES WITH FULL CUTOFF OPTICS.
(B)ORIENTATION. EXTERIOR LIGHTING FIXTURES SHALL BE ORIENTED SO THAT THE LIGHTING ELEMENT (OR A TRANSPARENT SHIELD) DOES NOT THROW RAYS ONTO NEIGHBORING PROPERTIES.
(C)LIGHTING STANDARDS. ALL AREAS DESIGNATED ON APPROVED SITE PLANS FOR VEHICULAR PARKING, LOADING, OR CIRCULATION AND USED FOR ANY SUCH PURPOSE AFTER SUNSET SHALL PROVIDE ARTIFICIAL ILLUMINATION,WHICH RANGES FROM 0.2 TO 2.0 FOOTCANDLES BASED ON THE TYPE OF USE THE PARKING LOT IS SERVING AND THE EXTENT OF DESIRED SECURITY.
(D)INTENSITY OF ILLUMINATION. THE INTENSITY OF ILLUMINATION, MEASURED AT THE PROPERTY LINE, SHALL NOT EXCEED 0.5 FOOTCANDLES.
(E)HEIGHT. OUTDOOR LIGHTING FIXTURES ON POLES SHALL NOT EXCEED A HEIGHT OF 25 FEET MEASURED FROM THE FIXTURE LENS TO THE GROUND LEVEL.
SEC. 50-201. - STREETLAMPS.

CONTRACTOR NOTE: THE LANDSCAPE CONTRACTOR/GENERAL CONTRACTOR ARE RESPONSIBLE TO INSTALL THE LANDSCAPE AS PER THE APPROVED PLAN. IF ANY CHANGES OR DEVIATIONS ARE MADE FROM THE THIS APPROVED PLAN, THE LANDSCAPE CONTRACTOR / GENERAL CONTRACTOR ARE RESPONSIBLE FOR UPDATING THE PLANS ACCORDINGLY AND SUBMITTING THOSE REVISED PLANS FOR APPROVAL AND 'SIGN OFF' WITH THE VILLAGE OF HARTLAND. THE LANDSCAPE CONTRACTOR / GENERAL CONTRACTOR ARE ALSO RESPONSIBLE FOR VERIFYING THAT ANY PLANT MATERIAL SUBSTITUTIONS OR MODIFICATIONS THAT ARE MADE TO THE APPROVED LANDSCAPE DESIGN DOCUMENTS WILL NOT CHANGE OR ALTER ANY OF THE REQUIRED SUPPORTING LANDSCAPE REQUIREMENT CALCULATIONS. UPON COMPLETION OF THE CONSTRUCTION PROJECT AND FILE THAT AFFIDAVIT WITH THE VILLAGE OF HARTLAND

EXISTING CONDITIONS GENERAL NOTES

1. INFORMATION PERTAINING TO EXISTING CONDITIONS GIVEN ON THESE LANDSCAPE DRAWINGS REPRESENTS TO THE BEST OF OUR KNOWLEDGE THE ACTUAL EXISTING FIELD CONDITIONS. INSITE LANDSCAPE DESIGN, INC. MAKES NO WARRANTY AS TO THEIR ACCURACY. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS IMPERATIVE TO THEIR NEW WORK. REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW. ANY WORK PERFORMED PRIOR TO RESOLUTION OF DISCREPANCIES BY THE LANDSCAPE ARCHITECT IS SUBJECT TO REMOVAL AND REPLACEMENT AT NO ADDITIONAL COST TO THE CONTRACT.
2. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA OF DISTURBANCE THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.
3. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ALIGNMENT OF WALLS. BRING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECTS ATTENTION PRIOR TO FABRICATION / CONSTRUCTION BEGINS.
4. VERIFY LOCATION OF ACCESS PANELS w/ MECHANICAL AND ELECTRICAL EQUIPMENT FOR ACCESSIBILITY OF MECHANICAL & ELECTRICAL ITEMS. VERIFY LOCATIONS OF ALL BURIED UTILITIES AND STRUCTURES AND LOCATIONS OF ALL OVERHEAD WIRES.
5. VERIFY LOCATION OF ALL EXISTING EASEMENTS.
6. INSITE LANDSCAPE DESIGN, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF INSITE LANDSCAPE DESIGN, INC.

LANDSCAPE PLAN GENERAL NOTES

PLANT MATERIAL SHOWN ON LANDSCAPE PLAN IS DEPICTED AT MATURE GROWTH.

1. AT LEAST SEVENTY-TWO HOURS PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL VERIFY UTILITY LOCATIONS AS GIVEN BY THE ELECTRIC, GAS, TELEPHONE, WATER, SEWER, AND CABLE TELEVISION COMPANIES, UTILITIES OR ENTITIES. REVIEW WITH OWNER'S REPRESENTATIVE SITE MECHANICAL, SITE ELECTRICAL AND LIGHTING, SITE GRADING AND DRAINAGE, SITE IRRIGATION AND ALL OTHER DRAWINGS PERTAINING TO UNDERGROUND UTILITY LOCATIONS. RECORD SET OF INFORMATION THE SAME AS IN POSSESSION OF OWNER'S REPRESENTATIVE. ALSO REVIEW OWNER'S "MARK SETS" OF ALL OF THESE DRAWINGS IN POSSESSION OF THE CONTRACTOR OR OWNER. MARK ALL SUCH UTILITIES ON THE SITE PRIOR TO COMMENCING. COORDINATE WITH OWNER BEFORE AND DURING CONSTRUCTION. REPAIR ANY DAMAGE TO ANY SYSTEM THAT IS CAUSED BY LANDSCAPE CONTRACTOR AT NO COST TO OWNER.
2. ALL PLANTINGS SPECIFIED FOR THE HARTLAND WESTROCK RESIDENCE PROJECT PLANTING TABLES SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1 2014 AND ANSI STANDARDS FOR PLANTING 2012.
3. ALL DEVIATIONS FROM THE APPROVED HARTLAND WESTROCK RESIDENCE PROJECT PLANS SHALL BE NOTED ON THE RECORD DRAWINGS BY THE CONTRACTOR AND MAY BE EXECUTED ONLY WITH PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. VERBAL AGREEMENTS OR REVISIONS WITHOUT A CHANGE ORDER WILL NOT BE RECOGNIZED BY LANDSCAPE ARCHITECT AND OWNER.
4. ALL PLANTS MUST BE BID AND SELECTED PER THE SPECIES SPECIFIED ON THE PLANS. ANY SPECIES SUBSTITUTIONS MUST BE APPROVED IN WRITING BY LANDSCAPE ARCHITECT. THE SIZES OF PLANT MATERIAL LISTED HEREIN IS A MINIMUM ACCEPTABLE SIZE. ADDITIONALLY, IF EXCESSIVE PRUNING REDUCES THE CROWN THE PLANT SHALL BE REPLACED.
5. PROTECT PUBLIC FROM CONSTRUCTION WITH BARRIERS AND BARRICADES.
6. ALL AREAS THAT WERE DISTURBED DURING CONSTRUCTION AND AREAS NOT COVERED WITH PAVEMENT, BUILDING, PLANTING BEDS, OR TREE PITS ARE TO BE TOPSOILED 3" DEEP (MIN.) AND SHALL BE SODDED/SEEDED WITH SPECIFIED LAWN GRASS. LANDSCAPE CONTRACTOR SHALL INCLUDE COST PER SQUARE YARD FOR ADDITIONAL SEED OPERATIONS AS MAY BE POSSIBLY REQUIRED TO REESTABLISH ADJACENT TURF GRASS AREAS WHICH MAY BECOME DAMAGED DURING THE CONSTRUCTION PROCESS OR TO REPAIR DAMAGE DONE BY OTHERS.
7. CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, AND PLANTS NECESSARY FOR PROPER PLANTING AND INSTALLATION OF ALL LANDSCAPE MATERIAL.
8. QUANTITIES ON PLANT MATERIALS LIST ARE FOR CONVENIENCE OF BIDDING ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS AND COVERAGE OF ALL AREAS DELINEATED. THE PLANS ARE TO SUPERSEDE THE PLANT LIST IN ALL CASES.
9. CONTRACTOR IS RESPONSIBLE FOR ALL ESTIMATING AND BIDDING, ALL AREAS, QUANTITIES MATERIALS SHOULD BE FIELD VERIFIED WITH SITE CONDITION.
10. WHERE DISCREPANCIES OCCUR BETWEEN THE LANDSCAPE PLANS AND/OR ARCHITECTURAL AND/OR THE CIVIL DRAWINGS (AND ANY OTHER SITE DRAWINGS) THE DISCREPANCIES MUST BE BROUGHT TO THE LANDSCAPE ARCHITECTS ATTENTION FOR COORDINATION AND RESOLUTION.
11. ALL DISEASED, NOXIOUS OR INAPPROPRIATE MATERIALS SHALL BE REMOVED FROM THE PROPOSED SITE PRIOR TO THE START OF CONSTRUCTION AND DURING THE MAINTENANCE PERIOD.
12. GENERAL CONTRACTOR SHALL LEAVE THE SITE FREE OF CONSTRUCTION DEBRIS.
13. ALL LAWN AND PLANTING AREAS SHALL SLOPE TO DRAIN A MINIMUM OF 2% UNLESS NOTED OTHERWISE AND REVIEWED WITH OWNER'S REPRESENTATIVE FOR FINAL APPROVAL.
14. FINISH GRADES FOR SHRUB AND GROUND COVER AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT PAVEMENTS AND CURBS, UNLESS NOTED OTHERWISE ON THE PLANS. REFER TO LSP1.9 FOR FURTHER INFORMATION.
15. ALL PERENNIAL, ANNUAL AND GROUND COVER AREAS TO RECEIVE A BLEND OF ORGANIC SOIL AMENDMENTS PRIOR TO PLANTING. TILL THE FOLLOWING MATERIALS INTO EXISTING TOPSOIL TO A DEPTH OF APPROXIMATELY 8". A DEPTH OF 12" IN TREE PITS. PROPORTIONS AND QUANTITIES MAY REQUIRE ADJUSTMENT DEPENDING ON THE CONDITION OF EXISTING SOIL. REFER TO LSP1.9 FOR FURTHER INFORMATION.
   PER EVERY 100 SQUARE FEET ADD: ONE - 2 CUBIC FOOT BALE OF PEAT MOSS, 2 POUNDS OF 5 -10 -5 GARDEN FERTILIZER, 1/4 CUBIC YARD OF COMPOSTED MANURE OR OTHER COMPOSTED, ORGANIC MATERIAL.
16. ALL SHRUBS TO BE POCKET PLANTED WITH A 50/50 MIX OF COMPOSTED, ORGANIC MATERIAL AND EXISTING SOIL. INSTALL TOPSOIL INTO ALL BEDS AS NEEDED TO ACHIEVE PROPER GRADE. REMOVE ALL EXCESSIVE GRAVEL, CLAY AND STONES. REFER TO LSP1.9 FOR FURTHER INFORMATION.
17. PLANT ALL TREES SLIGHTLY HIGHER THAN FINISHED GRADE AT ROOT FLARE. BACK FILL HOLE WITH 2/3 EXISTING TOPSOIL AND ORGANIC SOIL AMENDMENTS SPECIFIED IN NOTE 15. AVOID ANY AIR POCKETS. DISCARD ANY GRAVEL CLAY OR STONES. REFER TO LSP1.9 FOR FURTHER INFORMATION.
18. ALL TREES TO BE INSTALLED, STAKED AND GUYED ACCORDING TO DETAILS. REFER TO ANSI STANDARDS FOR PLANTING 2012 AND DETAILS ON LSP1.9 FOR FURTHER INFORMATION.
19. PROVIDE A 4'-0" - 5'-0" DIAMETER MULCH RING AT THE ROOT BALL FLARE OF ALL LAWN TREES.
20. ALL PLANTINGS TO BE WATERED AT THE TIME OF PLANTING, THROUGHOUT CONSTRUCTION AND UPON COMPLETION OF PROJECT AS REQUIRED.
21. WHERE SPECIFIED, ALL PLANT BEDS, PITS AND TREE RINGS ARE TO RECEIVE A MINIMUM OF 2" - 3" DRESSING OF SHREDDED HARDWOODM OAK BARK MULCH SHAVINGS FREE OF GROWTH, WEEDS, FOREIGN MATTER DETRIMENTAL TO PLANT LIFE OR GERMINATION INHIBITING INGREDIENTS. LANDSCAPE CONTRACTOR TO PROVIDE A SAMPLE TO OWNER FOR APPROVAL. CONTRACTOR TO TAKE CARE WITH INSTALLATION NOT TO DAMAGE OR COVER PLANTS. REFER TO LSP1.9 FOR FURTHER INFORMATION.
22. LAWN INSTALLATION: CONTRACTOR TO FURNISH AND PREPARE TOPSOIL (3" MIN) AND SEED BED (REMOVE ALL STONES 1" OR LARGER), APPLY STARTER FERTILIZER AND SEED UNIFORMLY. PROVIDE A MULCH COVERING SUITABLE TO GERMINATE AND ESTABLISH TURF. EROSION CONTROL MESH SHOULD BE USED IN SWALES AND STEEP GRADES WHERE APPLICABLE. METHODS OF INSTALLATION MAY VARY AT THE DISCRETION OF CONTRACTOR. IT IS HIS/HER RESPONSIBILITY TO ESTABLISH AND GUARANTEE A SMOOTH, UNIFORM, QUALITY TURF. IF STRAW MULCH IS USED AS A COVERING, A TACKIFIER MAY BE NECESSARY TO AVOID WIND DAMAGE.
23. **DELUXE 50 GRASS SEED MIX REINDER'S (800) 785-3301**
    20% KENTUCKY BLUE GRASS
    15% NEWPORT KENTUCKY BLUE GRASS
    15% SR 2100 Kentucky Bluegrass
    25% Creepling Red Fescue
    15% Replicator Perennial Ryegrass
    10% Fiesta 4 Perennial Ryegrass
    APPLY AT A RATE OF 200 POUNDS PER ACRE. REFER TO SUPPLIERS SPECIFICATIONS & INSTALLATION CUT SHEETS FOR FURTHER FORMATION
24. DURING THE INITIAL "30 DAY MAINTENANCE PERIOD" THE LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE AND ON-GOING PLEASANT VISUAL ENVIRONMENT WHEREAS ANY PLANT WHICH IS NOT RESPONDING TO TRANSPLANTING OR THRIVING SHALL IMMEDIATELY BE REPLACED. NEW LAWNS SHALL BE WATERED AND REPAIRED AND WEEDS MUST CONSTANTLY BE REMOVED, NO EXCEPTIONS WILL BE GRANTED.
    MAINTENANCE NOTE:
    MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN REQUIRED LANDSCAPING IN ACCORDANCE WITH THE MUNICIPALITY'S PROPERTY MAINTENANCE CODE AND AN APPROVED MAINTENANCE PLAN. THE MAINTENANCE MUST INCLUDE, AT A MINIMUM, METHODS FOR PROVIDING THE FOLLOWING:
    - NECESSARY IRRIGATION (If REQUIRED)
    - INTEGRATED PEST MANAGEMENT,
    - PROPER FERTILIZATION
    - TREE CARE AND PRUNING, SHRUB TIP CLIPPING AND SHAPING AS REQUIRED
    - REPLACEMENT OF LOST VEGETATION, AND ALL DISEASED, DAMAGED, OR DEAD MATERIAL WILL BE REPLACED BY THE END OF THE FOLLOWING PLANTING SEASON IN PERPETUITY. FOR REPLACEMENT IN PERPETUITY REFER TO APPROVED DEVELOPERS AGREEMENT.
    - WEED MANAGEMENT AND BED CARE.
25. ALL NEWLY PLANTED TREES AND SHRUBS ARE TO RECEIVE AN APPLICATION OF AN ANTI-TRANSPLANT SPRAY THAT WILL EFFECTIVELY REDUCE THE WATER LOSS OF TRANSPIRATION OF PLANT MATERIAL AND REDUCE THE STRESS OF TRANSPLANTATION. IT IS RECOMMENDED AS PART OF THE ONGOING MAINTENANCE THAT ANY BROADLEAF EVERGREEN AND CONIFEROUS TREE AND SHRUBS (EXCLUDING ARBORVITAE) RECEIVE AN APPLICATION OF AN ANTI-DESICCANT SPRAY TO REDUCE THE LOSS OF MOISTURE DUE TO WINTER DESICCATION.
26. MAINTENANCE. THE OWNER SHALL TEND AND MAINTAIN ALL PLANT MATERIALS IN A HEALTHY GROWING CONDITION AS PER THE APPROVED MAINTENANCE PLAN AND APPROVED PLAN DOCUMENTS. PLANTINGS SHALL BE REPLACED WHEN NECESSARY AND KEPT FREE FROM REFUSE & DEBRIS. ALL PLANTING MATERIAL WHICH IS DYING OR DAMAGED BEYOND RECOVERY SHALL BE REPLACED WITHIN SIX (6) MONTHS OR BY THE NEXT PLANTING SEASON, WHICHEVER COMES FIRST. REFER TO ADDITIONAL INFORMATION REGARDING INSTALLATION AND MAINTENANCE FOR THE SPECIFIED SEED MIXES ON PER CUT SHEET PROVIDED ON LSP1.16.
27. LANDSCAPE / SITE DEMOLITION CONTRACTOR TO VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS TO BE SALVAGED AND CLEARLY TAG THEM WITH MARKING TAPE AND CONSTRUCTION FENCE.

TO OBTAIN LOCATION OF PARTICIPANT'S UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

DIGGERS HOT LINE

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www.Diggershotline.com
(800)-242-8511
OR

811 Know what's below. Call 811 before you dig.

INFILTRATION BASIN CONSTRUCTION & RESTORATION NOTES

1. THE PERMANENT INFILTRATION BASIN SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION PROJECT.
2. ONCE CONSTRUCTION OF A PERMANENT INFILTRATION BASIN BEGINS, THE INFILTRATION BASIN BOTTOM SHALL BE CORDONED OFF OR SOMEHOW DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
3. TOPSOIL & OVERBURDEN SHALL BE OVER-EXCAVATED AS NECESSARY TO EXPOSE SANDY SOILS SUITABLE FOR STORMWATER INFILTRATION, AS VERIFIED BY THE GEOTECHNICAL ENGINEER.
   3.1. A POST CONSTRUCTION INFILTRATION TEST IS REQUIRED FOR EACH BAY OF THE INFILTRATION BASIN, WITH RESULTS PROVIDED TO TO THE DESIGN ENGINEER.
4. BASIN CONSTRUCTION SHALL BE SUSPENDED IN PERIODS OF RAINFALL AND SNOWMELT AND SHALL REMAIN SUSPENDED IF PONDED WATER IS PRESENT.
5. PROVIDE COMPOST MIXTURE PER PLAN TO THE IDENTIFIED BOTTOM INFILTRATION AREAS. THE COMPOST COMPONENT SHALL MEET THE REQUIREMENTS OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES SPECIFICATIONS S100 - COMPOST. EXISTING SOILS IN COMPOSTED AREAS SHALL BE HELD 3" LOW, 3" OF COMPOST SHALL BE ADDED BRINGING TO FINAL GRADE, AFTER PLACEMENT OF COMPOST PROVIDE 12" DEEP TILL.
6. REFER TO THE LANDSCAPE PLAN FOR FINAL SPECIFICATIONS AND INFORMATION FOR INFILTRATION BASIN PLANTINGS, STABILIZATION, ETC. ANY INFORMATION SHOWN ON THE SITE CIVIL PLANS RELATED TO PLANTINGS/EXPOSED SOILS/INFILTRATION ZONES/ETC. SHALL BE SUPERCEDED BY THE LANDSCAPE PLAN. ALL SIDE SLOPES 4:1 OR GREATER SHALL BE PROVIDED WITH CLASS I, TYPE A EROSION MATTING.
7. DURING CONSTRUCTION, INFILTRATION BASIN MAY REQUIRE PERIODIC REMOVAL OF SEDIMENT ACCUMULATED IN THE BOTTOM OF THE BASIN. THIS IS NECESSARY TO KEEP THE INFILTRATION BASINS INFILTRATING AT A HIGHER RATE; IMPORTANT TO THIS SITE THAT IS REQUIRED TO INFILTRATE 100% OF ALL RUNOFF. SEDIMENT REMOVED FROM BASIN BOTTOMS SHALL BE PLACED IN AN AREA UPSLOPE OF A WET FOREBAY.
8. REFER TO THE STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION MAINTENANCE ACTIVITIES, INCLUDING MAINTENANCE OF THE INFILTRATION BASINS.

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Project:

HARTLAND QUARRY DEVELOPMENT

700 W. Capitol Drive
Hartland, WI 53029

Issuance and Revisions:

Date	Number	Description
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07/05/23		Client Review Submittal
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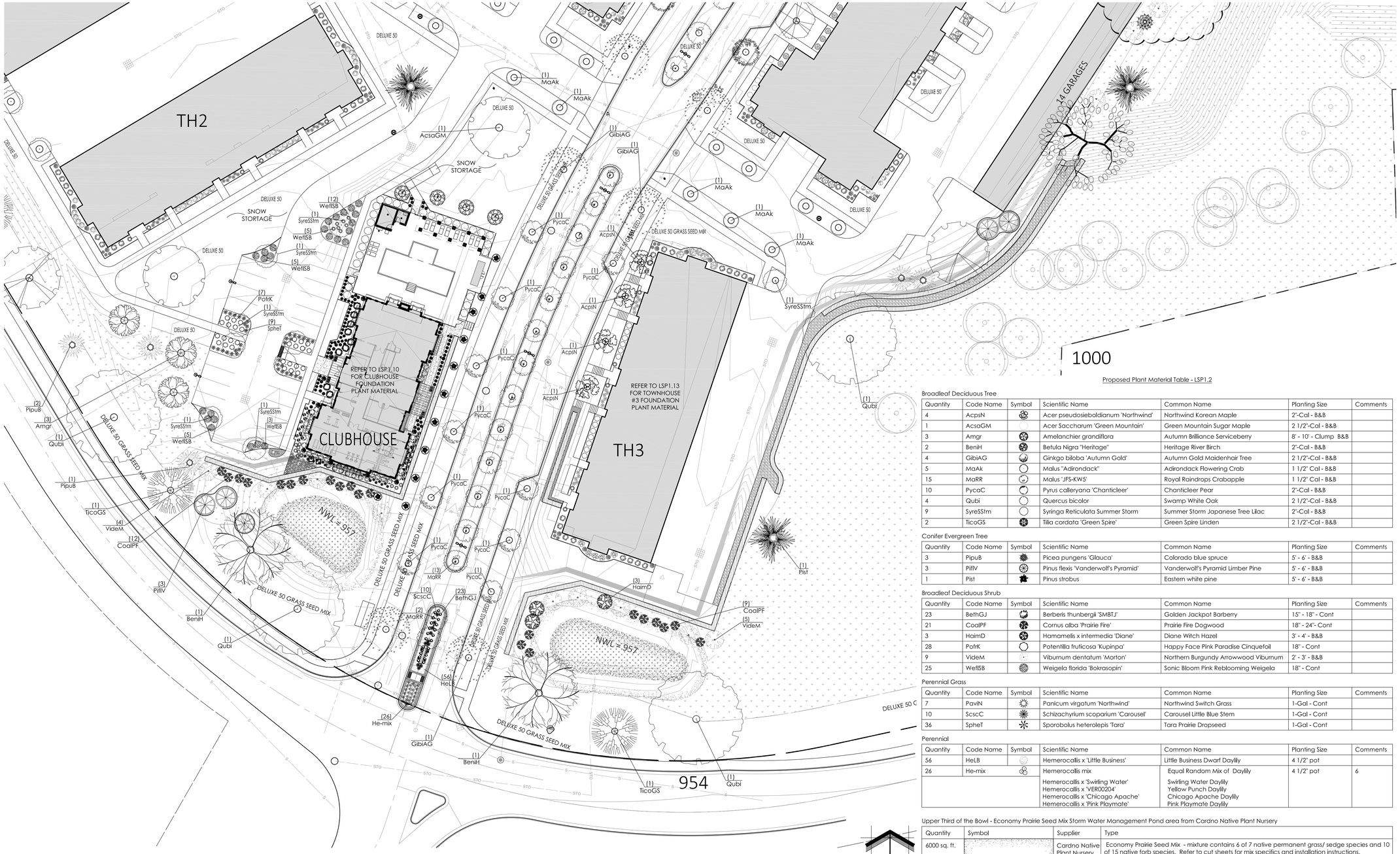
Sheet Title:

PROPOSED LANDSCAPE PLAN, GENERAL NOTES, AND PLANT MATERIAL TABLE

Date of Drawing:	08/12/25
Scale:	1" = 100'-0"
Drawn By:	MCD
Job Number:	L23-043
Sheet Number:	LSP1.1

CONSTRUCTION SET USE NO OTHER- DO NOT SCALE THESE DRAWINGS-

L23-043 - HARTLAND QUARRY DEVELOPMENT - 08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN

SCALE: 1" = 30'-0"

North

Proposed Plant Material Table - LSP1.2

Broadleaf Deciduous Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
4	AcpsN		Acer pseudosieboldianum 'Northwind'	Northwind Korean Maple	2"-Cal - B&B	
1	AcsaGM		Acer Saccharum 'Green Mountain'	Green Mountain Sugar Maple	2 1/2"-Cal - B&B	
3	Amgr		Amelanchier grandiflora	Autumn Brilliance Serviceberry	8' - 10' - Clump B&B	
2	BeniH		Betula Nigra 'Heritage''	Heritage River Birch	2"-Cal - B&B	
4	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2 1/2"-Cal - B&B	
5	MaAk		Malus "Adirondack"	Adirondack Flowering Crab	1 1/2" Cal - B&B	
15	MaRR		Malus 'JFS-KW5'	Royal Raindrops Crabapple	1 1/2" Cal - B&B	
10	PycaC		Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2"-Cal - B&B	
4	Qubi		Quercus bicolor	Swamp White Oak	2 1/2"-Cal - B&B	
9	SyreSStm		Syringa Reticulata Summer Storm	Summer Storm Japanese Tree Lilac	2"-Cal - B&B	
2	TicoGS		Tilia cordata 'Green Spire'	Green Spire Linden	2 1/2"-Cal - B&B	

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
3	PipuB		Picea pungens 'Glauca'	Colorado blue spruce	5' - 6' - B&B	
3	PiflV		Pinus flexis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	5' - 6' - B&B	
1	Pist		Pinus strobus	Eastern white pine	5' - 6' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
23	BethGJ		Berberis thunbergii 'SMBTJ'	Golden Jackpot Barberry	15" - 18" - Cont	
21	CoalPF		Cornus alba 'Prairie Fire'	Prairie Fire Dogwood	18" - 24"- Cont	
3	HaimD		Hamamelis x intermedia 'Diane'	Diane Witch Hazel	3' - 4' - B&B	
28	PotrK		Potentilla fruticosa 'Kupinpa'	Happy Face Pink Paradise Cinquefoil	18" - Cont	
9	VideM		Viburnum dentatum 'Morton'	Northern Burgundy Arrowwood Viburnum	2' - 3' - B&B	
25	WeflSB		Weigela florida 'Bokrasopin'	Sonic Bloom Pink Reblooming Weigela	18" - Cont	

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
7	PaviN		Panicum virgatum 'Northwind'	Northwind Switch Grass	1-Gal - Cont	
10	ScscC		Schizachyrium scoparium 'Carousel'	Carousel Little Blue Stem	1-Gal - Cont	
36	SpheT		Sporobolus heterolepis 'Tara'	Tara Prairie Dropseed	1-Gal - Cont	

Perennial

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
56	HeLB		Hemerocallis x 'Little Business'	Little Business Dwarf Daylily	4 1/2" pot	
26	He-mix		Hemerocallis mix	Equal Random Mix of Daylily	4 1/2" pot	6
			Hemerocallis x 'Swirling Water' Hemerocallis x 'VER00204' Hemerocallis x 'Chicago Apache' Hemerocallis x 'Pink Playmate'	Swirling Water Daylily Yellow Punch Daylily Chicago Apache Daylily Pink Playmate Daylily		

Upper Third of the Bowl - Economy Prairie Seed Mix Storm Water Management Pond area from Cardno Native Plant Nursery

Quantity	Symbol	Supplier	Type
6000 sq. ft.		Cardno Native Plant Nursery	Economy Prairie Seed Mix - mixture contains 6 of 7 native permanent grass/ sedge species and 10 of 15 native forb species. Refer to cut sheets for mix specifics and installation instructions.

lower Two-Thirds of the Bowl - Stormwater Prairie Seed Mix @ Storm Water Management Pond area from Cardno

Quantity	Symbol	Supplier	Type
12,000 sq. ft.		Cardno Native Plant Nursery	Stormwater Prairie Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 16 native forb species. Refer to cut sheets for mix specifics and installation instructions.

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
4. Remove tree in its entirety and grind stump to a minimum of 6" below adjacent grade. Remove grinding chips and fill hole with topsoil. Sow with specifiec turf grass seed as required.
5. Evenly shaped upright tree with full branching to the ground.
6. Full, well rooted plant, evenly shaped.
7. Full, well rooted plant.
8. Male only
9. Tree-form, Single Stem Specimen
10. At grade coverage points for this plant do not contribute to the 10% coverage area requirement.

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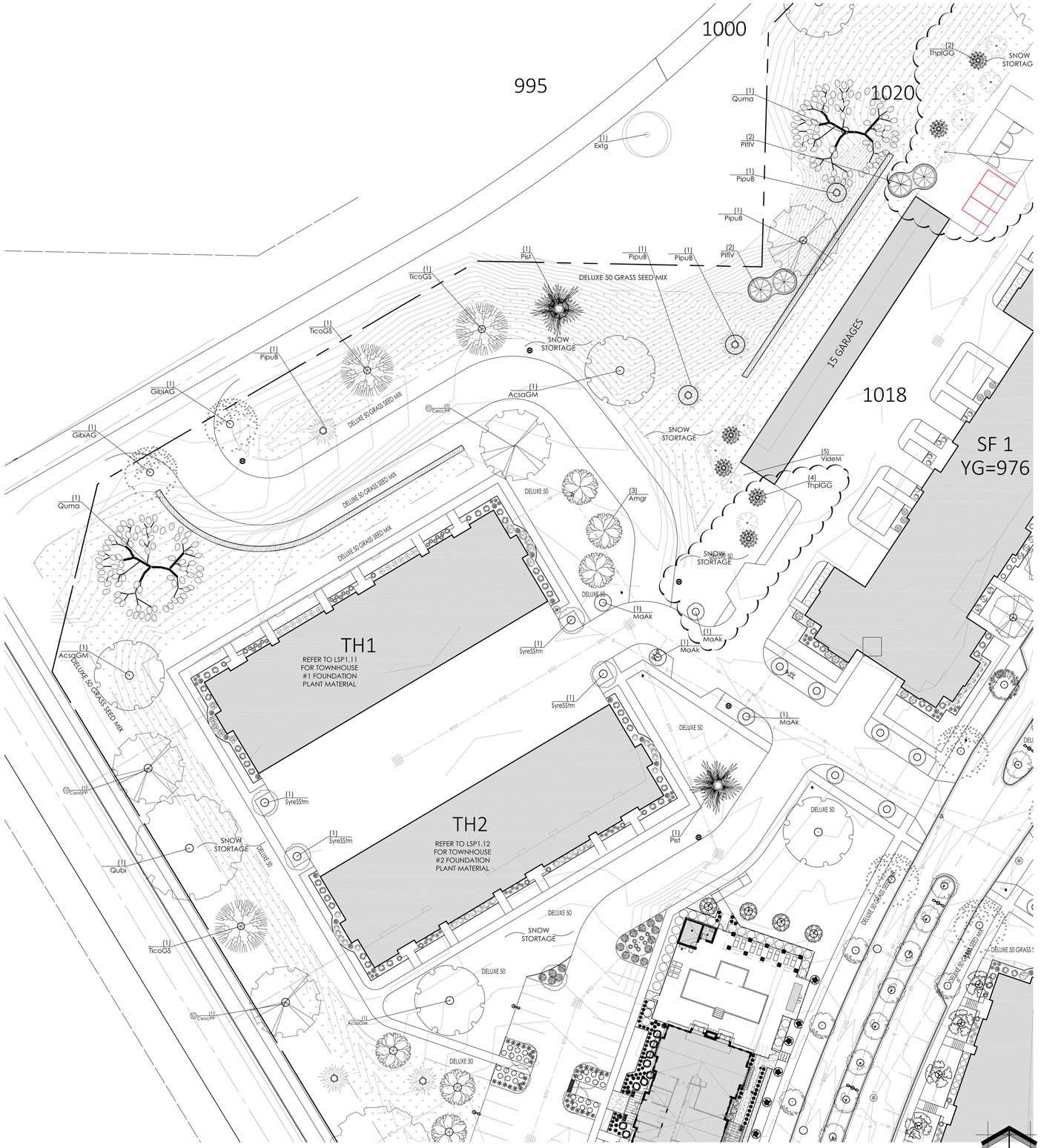
Sheet Title:

PROPOSED LANDSCAPE PLAN, GENERAL NOTES, AND PLANT MATERIAL TABLE

Date of Drawing: 08/12/25
Scale: 1" = 30'-0"
Drawn By: MCD
Job Number: L23-043
Sheet Number: LSP1.2

CONSTRUCTION SET USE NO OTHER- DO NOT SCALE THESE DRAWINGS-

L23-043 - HARTLAND QUARRY DEVELOPMENT - 08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN

SCALE: 1" = 30'-0"

North

Proposed Plant Material Table - LSP1.3

Broadleaf Deciduous Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
3	AcsaGM		Acer Saccharum 'Green Mountain'	Green Mountain Sugar Maple	2 1/2"-Cal - B&B	
3	Amgr		Amelanchier grandiflora	Autumn Brilliance Serviceberry	8' - 10' - Clump B&B	
4	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"-Cal - B&B	
2	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2 1/2"-Cal - B&B	
4	MaAk		Malus "Adirondack"	Adirondack Flowering Crab	1 1/2" Cal - B&B	
1	Qubi		Quercus bicolor	Swamp White Oak	2 1/2"-Cal - B&B	
2	Quma		Quercus macrocarpa	Bur oak	2 1/2"-Cal - B&B	
4	SyreSStm		Syringa Reticulata Summer Storm	Summer Storm Japanese Tree Lilac	2"-Cal - B&B	
3	TicoGS		Tilia cordata 'Green Spire'	Green Spire Linden	2 1/2"-Cal - B&B	
-	Extg		Existing To Remain	Existing To Remain	Existing	

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
3	PipuB		Picea pungens 'Glauca'	Colorado blue spruce	5' - 6' - B&B	
3	PiflV		Pinus flexis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	5' - 6' - B&B	
2	Pist		Pinus strobus	Eastern white pine	5' - 6' - B&B	
6	ThplGG		Thuja plicata 'Green Giant'	Green Giant Arborvitae	5' - 6' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
9	VideM		Viburnum dentatum 'Morton'	Northern Burgundy Arrowwood Viburnum	2' - 3' - B&B	

No-Mow Low Grow Grass Seed Mix from Reinder's

Quantity	Symbol	Supplier	Type
TBD sq. ft.		REINDER'S	NO-MOW LOW GROW GRASS SEED MIX - mixture contains native fescue and rye permanent grass species. Refer to cut sheets for mix specifics and installation instructions.

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
4. Remove tree in its entirety and grind stump to a minimum of 6" below adjacent grade. Remove grinding chips and fill hole with topsoil. Sow with specified turf grass seed as required.
5. Evenly shaped upright tree with full branching to the ground.
6. Full, well rooted plant, evenly shaped.
7. Full, well rooted plant.
8. Male only
9. Tree-form, Single Stem Specimen
10. At grade coverage points for this plant do not contribute to the 10% coverage area requirement.

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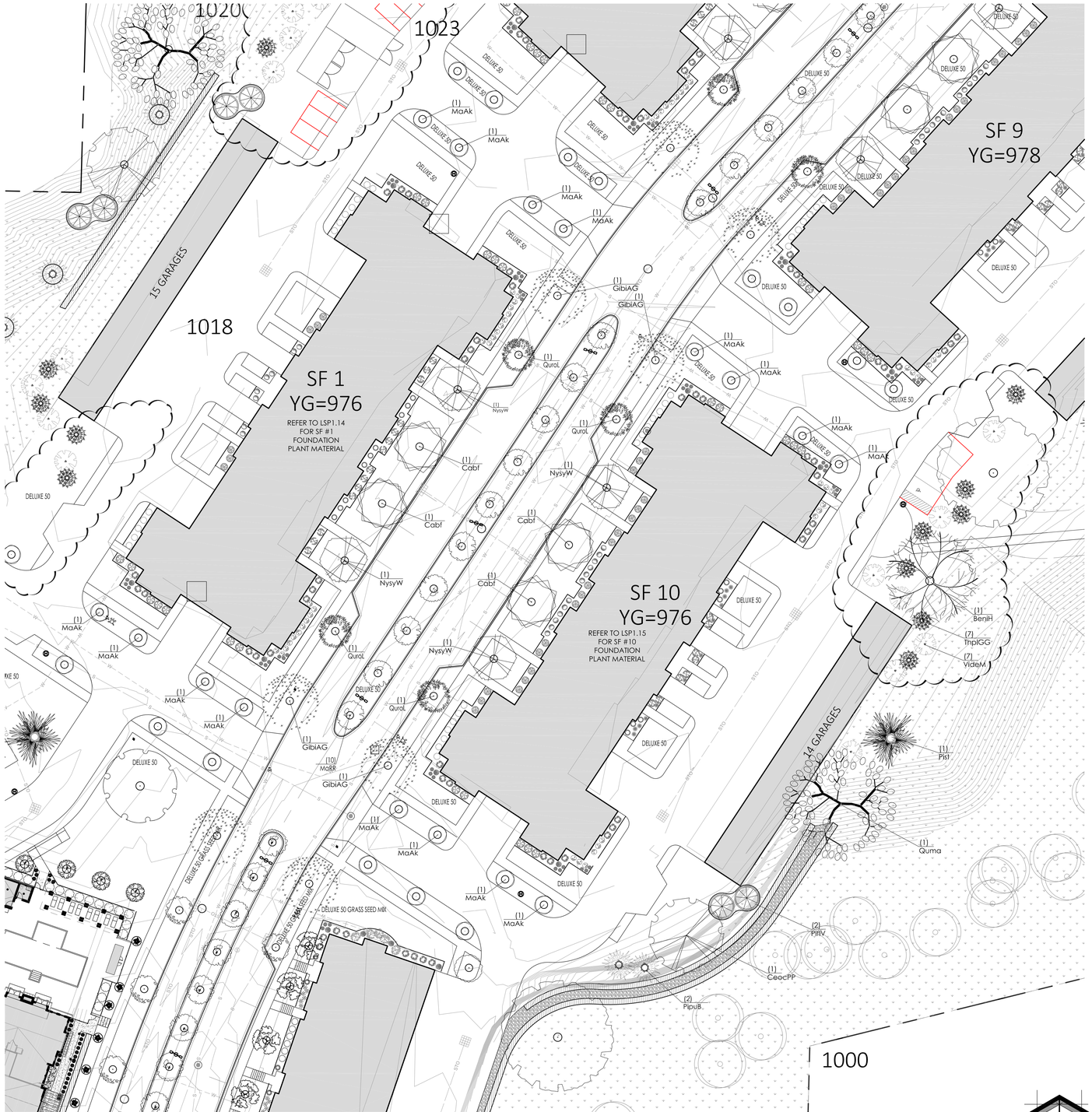
Sheet Title:

PROPOSED LANDSCAPE PLAN,
GENERAL NOTES,
AND PLANT MATERIAL TABLE

Date of Drawing:	08/12/25
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Drawn By:	MCD
Job Number:	L23-043
Sheet Number:	LSP1.3

CONSTRUCTION SET USE NO OTHER- DO NOT SCALE THESE DRAWINGS-

L23-043 - HARTLAND QUARRY DEVELOPMENT - 08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN

SCALE: 1" = 30'-0"

North

Proposed Plant Material Table - LSP1.4

Broadleaf Deciduous Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
1	BeniH		Betula Nigra 'Heritage''	Heritage River Birch	2"-Cal - B&B	
4	Cabf		Carpinus betulis 'Fastigiata'	Pyramidal EuropeanHornbeam	2"-Cal - B&B	
1	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"-Cal - B&B	
4	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2 1/2"-Cal - B&B	
16	MaAk		Malus "Adirondack"	Adirondack Flowering Crab	1 1/2" Cal - B&B	
10	MaRR		Malus 'JFS-KWS'	Royal Raindrops Crabapple	1 1/2" Cal - B&B	
4	NysyW		Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	2 1/2"-Cal - B&B	
1	Qubi		Quercus bicolor	Swamp White Oak	2 1/2"-Cal - B&B	
1	Quma		Quercus macrocarpa	Bur oak	2 1/2"-Cal - B&B	
4	QuroL		Quercus robar x bicolor "Long"	Regal Prince Oak	2"-Cal - B&B	
-	Extg		Existing To Remain	Existing To Remain	Existing	

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
2	PipuB		Picea pungens 'Glauca'	Colorado blue spruce	5' - 6' - B&B	
1	PitfV		Pinus flexis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	5' - 6' - B&B	
1	Pist		Pinus strobus	Eastern white pine	5' - 6' - B&B	
7	ThplGG		Thuja plicata 'Green Giant'	Green Giant Arborvitae	5' - 6' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
7	VideM		Viburnum dentatum 'Morton'	Northern Burgundy Arrowwood Viburnum	2' - 3' - B&B	

No-Mow Low Grow Grass Seed Mix from Reinder's

Quantity	Symbol	Supplier	Type
TBD sq. ft.		REINDER'S	NO-MOW LOW GROW GRASS SEED MIX - mixture contains native fescue and rye permanent grass species. Refer to cut sheets for mix specifics and installation instructions.

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
4. Remove tree in its entirety and grind stump to a minimum of 6" below adjacent grade. Remove grinding chips and fill hole with topsoil. Sow with specified turf grass seed as required.
5. Evenly shaped upright tree with full branching to the ground.
6. Full, well rooted plant, evenly shaped.
7. Full, well rooted plant.
8. Male only
9. Tree-form, Single Stem Specimen
10. At grade coverage points for this plant do not contribute to the 10% coverage area requirement.

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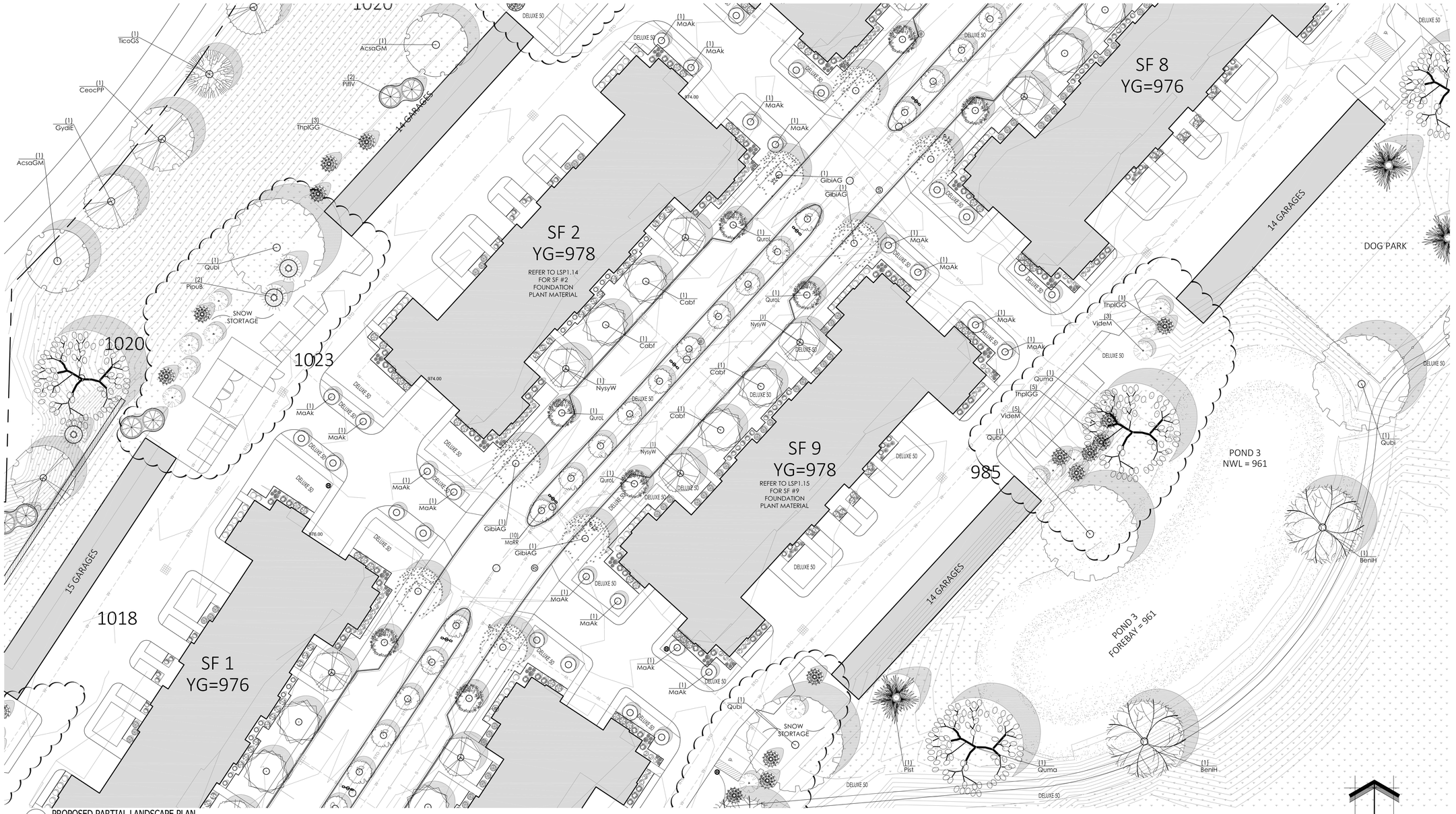
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PROPOSED LANDSCAPE PLAN, GENERAL NOTES, AND PLANT MATERIAL TABLE

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Drawn By:	MCD
Job Number:	L23-043
Sheet Number:	LSP1.4

CONSTRUCTION SET USE NO OTHER- DO NOT SCALE THESE DRAWINGS-

L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN

SCALE: 1" = 30'-0"

North

Proposed Plant Material Table - LSP1.5

Broadleaf Deciduous

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
2	AcsaGM		Acer Saccharum 'Green Mountain'	Green Mountain Sugar Maple	2 1/2"-Cal - B&B	
2	BeniH		Betula Nigra "Heritage"	Heritage River Birch	2"-Cal - B&B	
4	CabI		Carpinus betulis 'Fastigiata'	Pyramidal EuropeanHornbeam	2"-Cal - B&B	
1	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"-Cal - B&B	
4	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2 1/2"-Cal - B&B	
1	GydiE		Gymnocladus dioicus 'Espresso'	Espresso Kentucky Coffee Tree	2 1/2"-Cal - B&B	
16	MaAk		Malus "Adirondack"	Adirondack Flowering Crab	1 1/2" Cal - B&B	
10	MaRR		Malus 'JFS-KW5'	Royal Raindrops Crabapple	1 1/2" Cal - B&B	
4	NysyW		Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	2 1/2"-Cal - B&B	
4	Qubi		Quercus bicolor	Swamp White Oak	2 1/2"-Cal - B&B	
2	Quma		Quercus macrocarpa	Bur oak	2 1/2"-Cal - B&B	
4	QuroL		Quercus robar x bicolor "Long"	Regal Prince Oak	2"-Cal - B&B	
1	TicoGS		Tilia cordata 'Green Spire'	Green Spire Linden	2 1/2"-Cal - B&B	
-	Extg		Existing To Remain	Existing To Remain	Existing	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
8	VideM		Viburnum dentatum 'Morton'	Northern Burgundy Arrowwood Viburnum	2' - 3' - B&B	

Conifer Evergreen

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
2	PipuB		Picea pungens 'Glauca'	Colorado blue spruce	5' - 6' - B&B	
2	PiRV		Pinus flexis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	5' - 6' - B&B	
1	Pist		Pinus strobus	Eastern white pine	5' - 6' - B&B	
9	ThplGG		Thuja plicata 'Green Giant'	Green Giant Arborvitae	5' - 6' - B&B	

Upper Third of the Bowl - Economy Prairie Seed Mix Storm Water Management Pond area from Cardno Native Plant Nursery

Quantity	Symbol	Supplier	Type
15,500sq. ft.		Cardno Native Plant Nursery	Economy Prairie Seed Mix - mixture contains 6 of 7 native permanent grass/ sedge species and 10 of 15 native forb species. Refer to cut sheets for mix specifics and installation instructions.

lower Two-Thirds of the Bowl - Stormwater Prairie Seed Mix @ Storm Water Management Pond area from Cardno

Quantity	Symbol	Supplier	Type
19,000 sq. ft.		Cardno Native Plant Nursery	Stormwater Prairie Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 16 native forb species. Refer to cut sheets for mix specifics and installation instructions.

No-Mow Low Grow Grass Seed Mix from Reinder's

Quantity	Symbol	Supplier	Type
TBD sq. ft.		REINDER'S	NO-MOW LOW GROW GRASS SEED MIX - mixture contains native fescue and rye permanent grass species. Refer to cut sheets for mix specifics and installation instructions.

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
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5. Evenly shaped upright tree with full branching to the ground.
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Issuance and Revisions:

Date	Number	Description
06/30/23		Client Review Submittal
07/05/23		Client Review Submittal
07/06/23		Plan Commission Submittal
06/30/24		Construction Document Submittal
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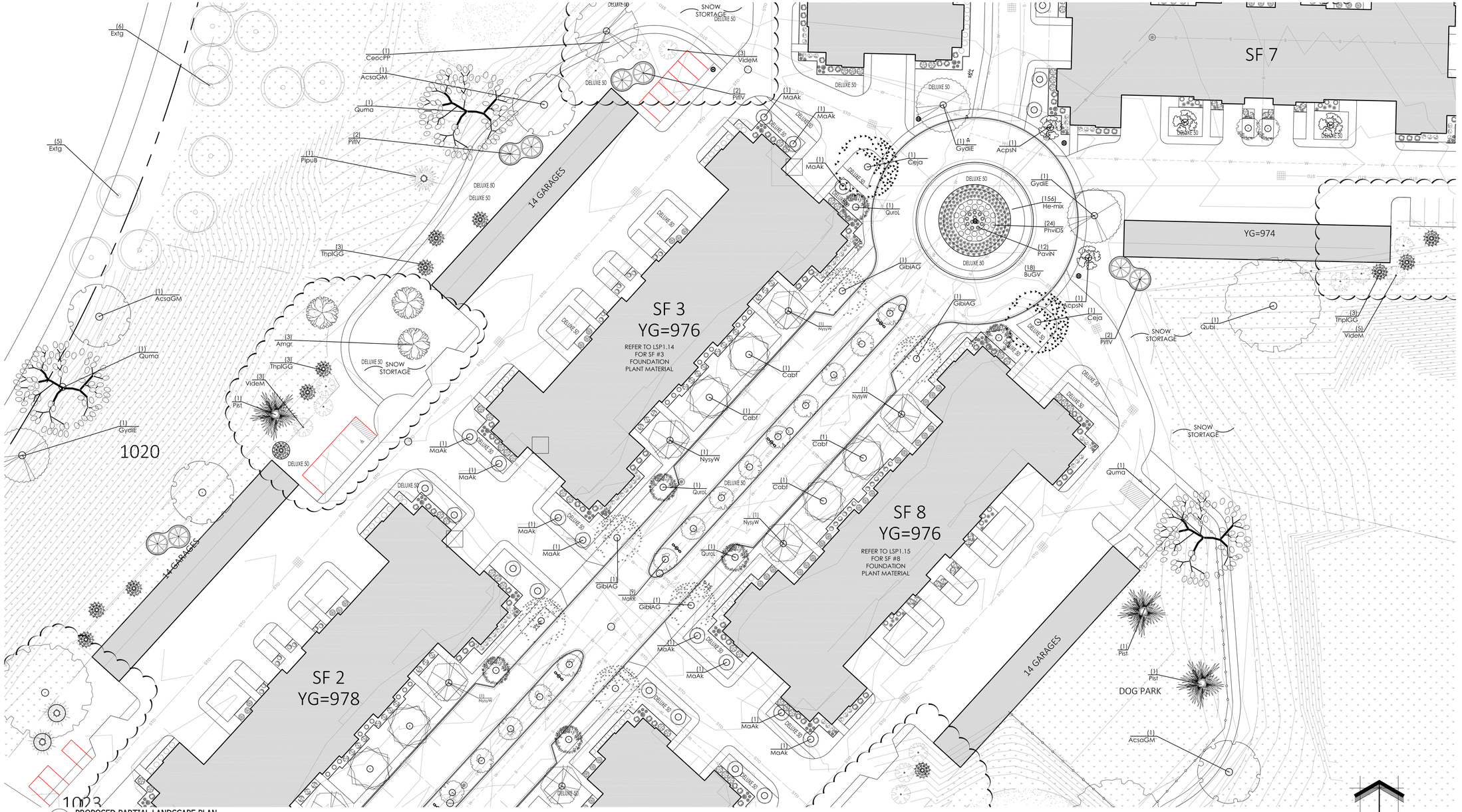
Sheet Title:

PROPOSED LANDSCAPE PLAN, GENERAL NOTES, AND PLANT MATERIAL TABLE

Date of Drawing:	08/12/25
Scale:	1" = 30'-0"
Drawn By:	MCD
Job Number:	L23-043
Sheet Number:	LSP1.5

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L23-043 • HARTLAND QUARRY DEVELOPMENT •08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN

SCALE: 1" = 30'-0"

Proposed Plant Material Table - LSP1.6

Broadleaf Deciduous Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
2	AcpsN		Acer pseudosieboldianum 'Northwind'	Northwind Korean Maple	2"-Cal - B&B	
3	AcsaGM		Acer Saccharum 'Green Mountain'	Green Mountain Sugar Maple	2 1/2"-Cal - B&B	
3	Amgr		Amelanchier grandiflora	Autumn Brilliance Serviceberry	8' - 10' - Clump B&B	
4	Cabf		Carpinus betulis 'Fastigiata'	Pyramidal EuropeanHornbeam	2"-Cal - B&B	
1	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"-Cal - B&B	
2	Ceja		Cercidiphyllum japonicum	Katsura Tree	2 1/2"-Cal - B&B	
4	GibiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2 1/2"-Cal - B&B	
3	GydiE		Gymnocladus dioicus 'Espresso'	Espresso Kentucky Coffee Tree	2 1/2"-Cal - B&B	
11	MaAk		Malus "Adirondack"	Adirondack Flowering Crab	1 1/2" Cal - B&B	
9	MaRR		Malus 'JFS-KW5'	Royal Raindrops Crabapple	1 1/2" Cal - B&B	
4	NysyW		Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	2 1/2"-Cal - B&B	
1	Qubi		Quercus bicolor	Swamp White Oak	2 1/2"-Cal - B&B	
3	Quma		Quercus macrocarpa	Bur oak	2 1/2"-Cal - B&B	
4	QuroL		Quercus robar x bicolor "Long"	Regal Prince Oak	2"-Cal - B&B	
-	Extg		Existing To Remain	Existing To Remain	Existing	

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
1	PipuB		Picea pungens 'Glauca'	Colorado blue spruce	5' - 6' - B&B	
6	PiflV		Pinus flexis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	5' - 6' - B&B	
3	Pist		Pinus strobus	Eastern white pine	5' - 6' - B&B	
9	ThplGG		Thuja plicata 'Green Giant'	Green Giant Arborvitae	5' - 6' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
24	PhviDS		Philadelphus x virginalis 'Dwarf Snowflake'	Dwarf Snowflake Mock Orange	18" - Cont	
11	VideM		Viburnum dentatum 'Morton'	Northern Burgundy Arrowwood Viburnum	2' - 3' - B&B	

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
12	PaviN		Panicum virgatum 'Northwind'	Northwind Switch Grass	1-Gal - Cont	

Perennial

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
156	He-mix		Hemerocallis mix	Equal Random Mix of Daylilly	4 1/2" pot	6
			Hemerocallis x 'Swirling Water' Hemerocallis x 'VER00204' Hemerocallis x 'Chicago Apache' Hemerocallis x 'Pink Playmate'	Swirling Water Daylilly Yellow Punch Daylilly Chicago Apache Daylilly Pink Playmate Daylilly		

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Trim out as required and raise canopy for safety and viability for both pedestrians and motorists.
4. Remove tree in its entirety and grind stump to a minimum of 6" below adjacent grade. Remove grinding chips and fill hole with topsoil. Sow with specified turf grass seed as required.
5. Evenly shaped upright tree with full branching to the ground.
6. Full, well rooted plant, evenly shaped.
7. Full, well rooted plant.
8. Male only
9. Tree-form, Single Stem Specimen
10. At grade coverage points for this plant do not contribute to the 10% coverage area requirement.

InSite Landscape Design

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mdavis@insitedesigninc.com

Project:

HARTLAND QUARRY DEVELOPMENT

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Hartland, WI 53029

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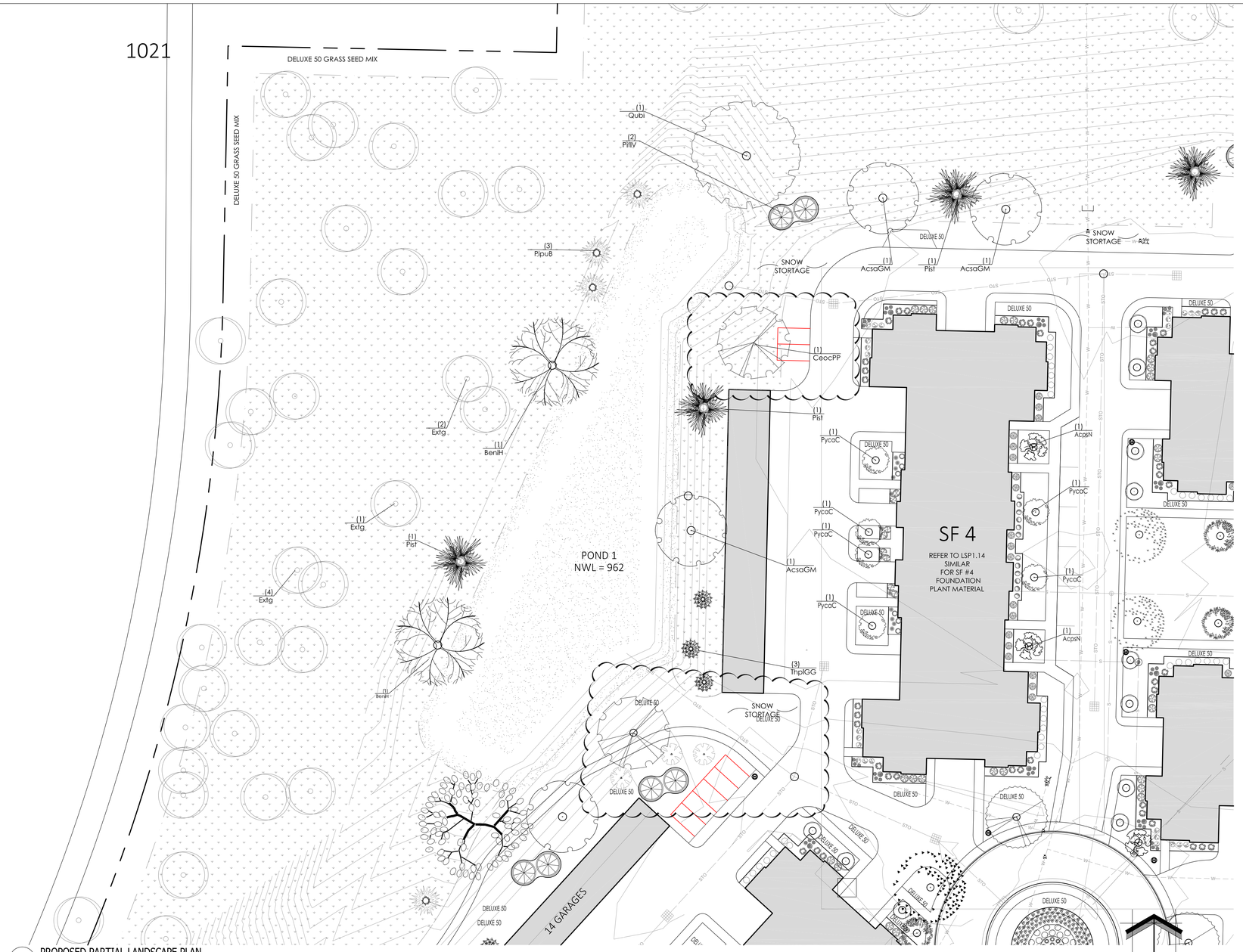
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Date of Drawing:	08/12/25
Scale:	1" = 30'-0"
Drawn By:	MCD
Job Number:	L23-043
Sheet Number:	LSP1.6

L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN

Proposed Plant Material Table - LSP1.7

Broadleaf Deciduous Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
2	AcpsN		Acer pseudosieboldianum 'Northwind'	Northwind Korean Maple	2"-Cal - B&B	
3	AcsaGM		Acer Saccharum 'Green Mountain'	Green Mountain Sugar Maple	2 1/2"-Cal - B&B	
2	BeniH		Betula Nigra "Heritage"	Heritage River Birch	2"-Cal - B&B	
1	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"-Cal - B&B	
6	PycaC		Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2"-Cal - B&B	
1	Qubi		Quercus bicolor	Swamp White Oak	2 1/2"-Cal - B&B	
-	Extg		Existing To Remain	Existing To Remain	Existing	

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
3	PipuB		Picea pungens 'Glauca'	Colorado blue spruce	5' - 6' - B&B	
2	PiflV		Pinus flexis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	5' - 6' - B&B	
3	Pist		Pinus strobus	Eastern white pine	5' - 6' - B&B	
3	ThplGG		Thuja plicata 'Green Giant'	Green Giant Arborvitae	5' - 6' - B&B	

Upper Third of the Bowl - Economy Prairie Seed Mix Storm Water Management Pond area from Cardno Native Plant Nursery

Quantity	Symbol	Supplier	Type
15,300 sq. ft.		Cardno Native Plant Nursery	Economy Prairie Seed Mix - mixture contains 6 of 7 native permanent grass/ sedge species and 10 of 15 native forb species. Refer to cut sheets for mix specifics and installation instructions.

lower Two-Thirds of the Bowl - Stormwater Prairie Seed Mix @ Storm Water Management Pond area from Cardno

Quantity	Symbol	Supplier	Type
11,700 sq. ft.		Cardno Native Plant Nursery	Stormwater Prairie Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 16 native forb species. Refer to cut sheets for mix specifics and installation instructions.

No-Mow Low Grow Grass Seed Mix from Reinder's

Quantity	Symbol	Supplier	Type
TBD sq. ft.		REINDER'S	NO-MOW LOW GROW GRASS SEED MIX - mixture contains native fescue and rye permanent grass species. Refer to cut sheets for mix specifics and installation instructions.

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
4. Remove tree in its entirety and grind stump to a minimum of 6" below adjacent grade. Remove grinding chips and fill hole with topsoil. Sow with specified turf grass seed as required.
5. Evenly shaped upright tree with full branching to the ground.
6. Full, well rooted plant, evenly shaped.
7. Full, well rooted plant.
8. Male only
9. Tree-form, Single Stem Specimen
10. At grade coverage points for this plant do not contribute to the 10% coverage area requirement.

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~~QUARRY~~
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Date of Drawing: ~~08/12/25~~

Scale: 1" = 30'-0"

Drawn By: ~~MCD~~

Job Number: ~~L23-000~~

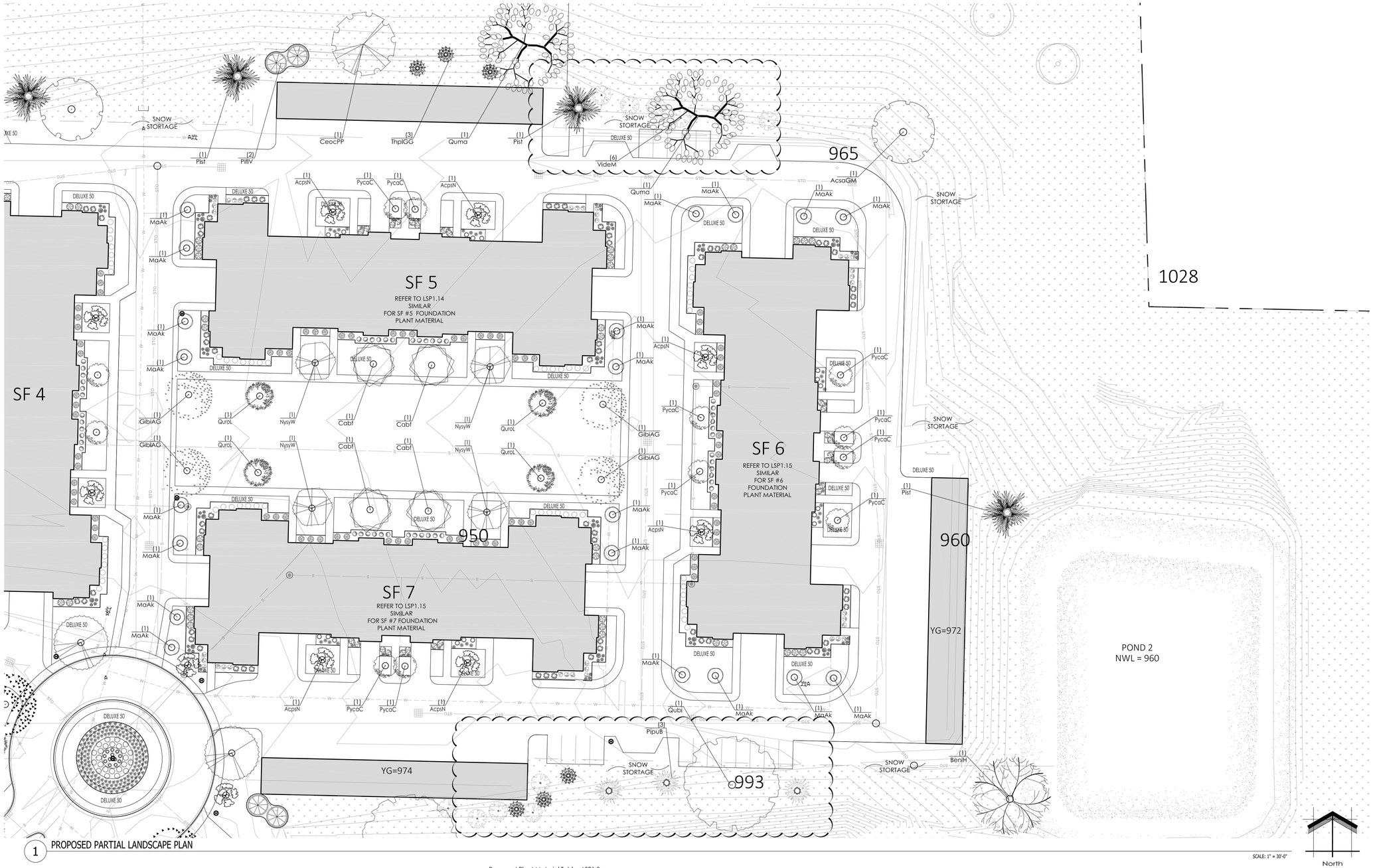
Sheet Number:

LSP1.7

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These progress documents reflect progress & intent & may be subject to change, including additional notes and detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

L23-000 - ~~HARTLAND QUARRY DEVELOPMENT~~ 08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN

SCALE: 1" = 30'-0"

North

Proposed Plant Material Table - LSP1.8

Broadleaf Deciduous

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
6	AcpsN		Acer pseudosieboldianum 'Northwind'	Northwind Korean Maple	2"-Cal - B&B	
1	AcsaGM		Acer Saccharum 'Green Mountain'	Green Mountain Sugar Maple	2 1/2"-Cal - B&B	
1	BeniH		Betula Nigra "Heritage"	Heritage River Birch	2"-Cal - B&B	
4	Cabf		Carpinus betulis 'Fastigiata'	Pyramidal EuropeanHornbeam	2"-Cal - B&B	
1	CeocPP		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"-Cal - B&B	
4	GlbiAG		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2 1/2"-Cal - B&B	
18	MaAk		Malus "Adirondack"	Adirondack Flowering Crab	1 1/2" Cal - B&B	
4	NysyW		Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	2 1/2"-Cal - B&B	
10	PycaC		Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2"-Cal - B&B	
1	Qubi		Quercus bicolor	Swamp White Oak	2 1/2"-Cal - B&B	
2	Quma		Quercus macrocarpa	Bur oak	2 1/2"-Cal - B&B	
4	QuroL		Quercus robar x bicolor "Long"	Regal Prince Oak	2"-Cal - B&B	
-	Extg		Existing To Remain	Existing To Remain	Existing	

Conifer Evergreen

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
3	PipuB		Picea pungens 'Glauca'	Colorado blue spruce	5' - 6' - B&B	
2	PitIV		Pinus flexis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	5' - 6' - B&B	
3	Pist		Pinus strobus	Eastern white pine	5' - 6' - B&B	
3	ThpIGG		Thuja plicata 'Green Giant'	Green Giant Arborvitae	5' - 6' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
6	VideM		Viburnum dentatum 'Morton'	Northern Burgundy Arrowwood Viburnum	2' - 3' - B&B	

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
4. Remove tree in its entirety and grind stump to a minimum of 6" below adjacent grade. Remove grinding chips and fill hole with topsoil. Sow with specified turf grass seed as required.
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6. Full, well rooted plant, evenly shaped.
7. Full, well rooted plant.
8. Male only
9. Tree-form, Single Stem Specimen
10. At grade coverage points for this plant do not contribute to the 10% coverage area requirement.

Upper Third of the Bowl - Economy Prairie Seed Mix Storm Water Management Pond area from Cardno Native Plant Nursery

Quantity	Symbol	Supplier	Type
14,300 sq. ft.		Cardno Native Plant Nursery	Economy Prairie Seed Mix - mixture contains 6 of 7 native permanent grass/ sedge species and 10 of 15 native forb species. Refer to cut sheets for mix specifics and installation instructions.

lower Two-Thirds of the Bowl - Stormwater Prairie Seed Mix @ Storm Water Management Pond area from Cardno

Quantity	Symbol	Supplier	Type
20,700 sq. ft.		Cardno Native Plant Nursery	Stormwater Prairie Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 16 native forb species. Refer to cut sheets for mix specifics and installation instructions.

No-Mow Low Grow Grass Seed Mix from Reinder's

Quantity	Symbol	Supplier	Type
TBD sq. ft.		REINDER'S	NO-MOW LOW GROW GRASS SEED MIX - mixture contains native fescue and rye permanent grass species. Refer to cut sheets for mix specifics and installation instructions.

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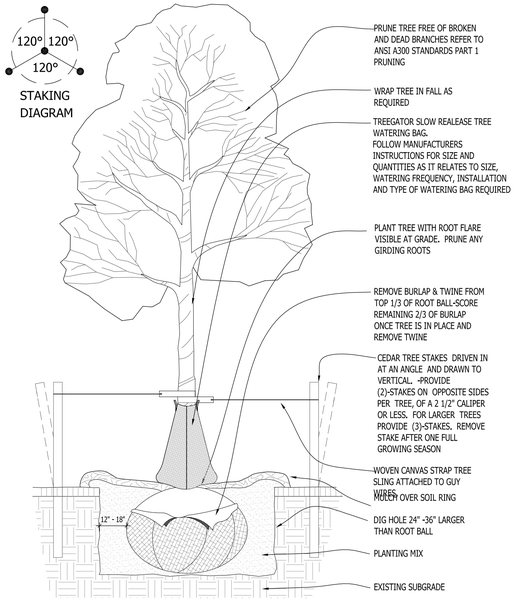
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Drawn By: MCD
Job Number: L23-043
Sheet Number:

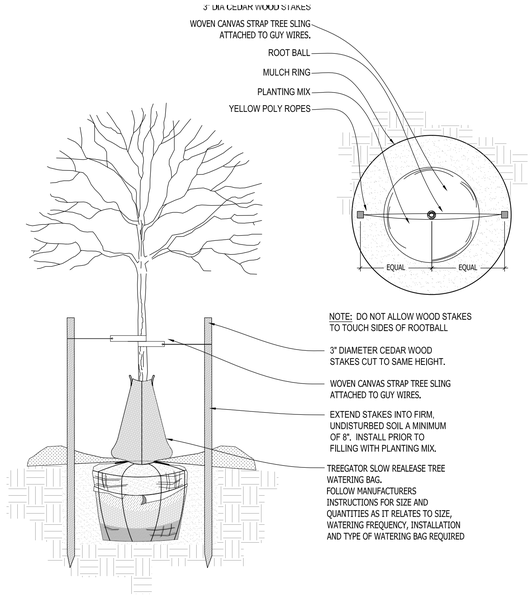
LSP1.8

L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025



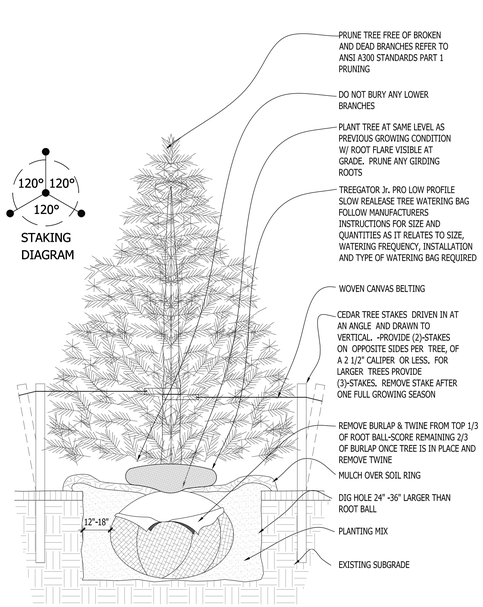
1 DECIDUOUS TREE PLANTING DETAIL

SCALE: NONE



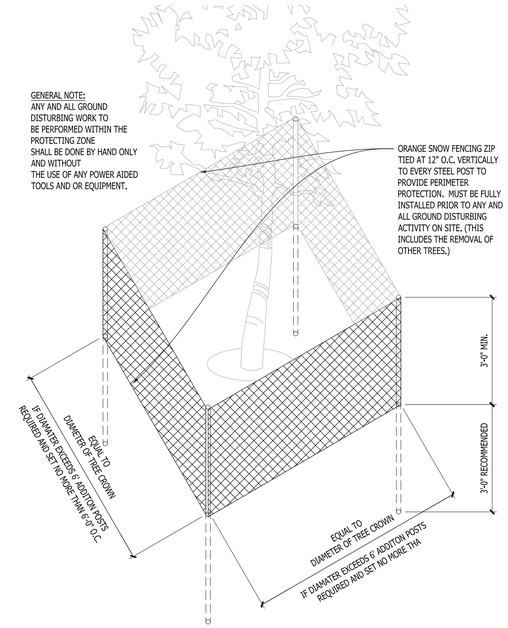
2 DECIDUOUS TREE STAKING
PARKING ISLAND/RESTRICTED AREAS

SCALE: NONE



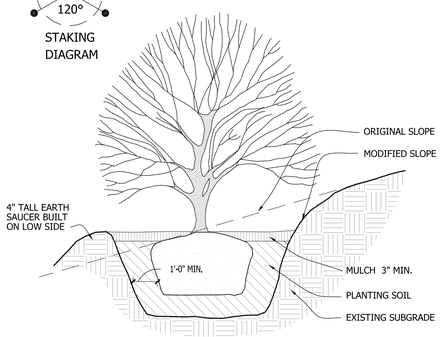
3 CONIFEROUS TREE PLANTING DETAIL

SCALE: NONE



4 EXISTING TREE PROTECTION DETAIL

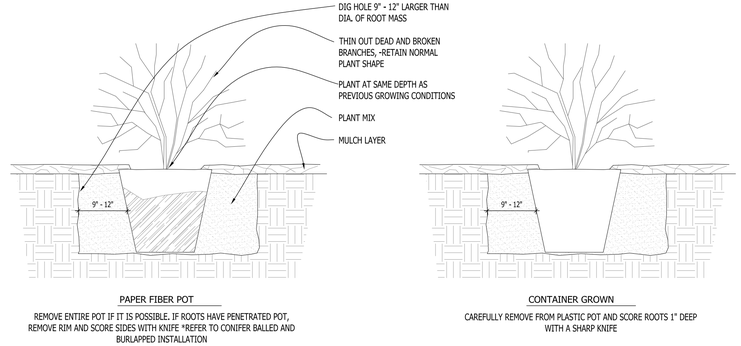
SCALE: NONE



5 SLOPE PLANTING DETAIL

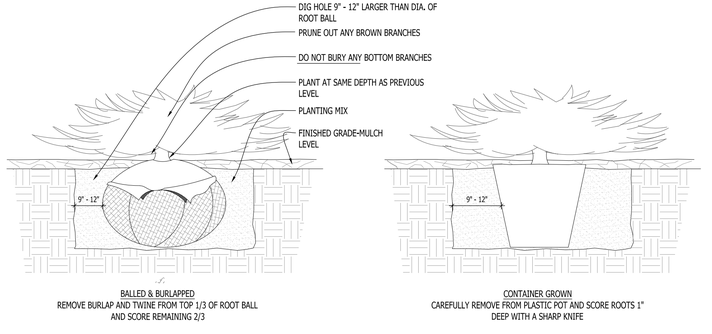
SCALE: NONE

REFER TO TYPICAL DECIDUOUS TREE DETAIL FOR STAKING



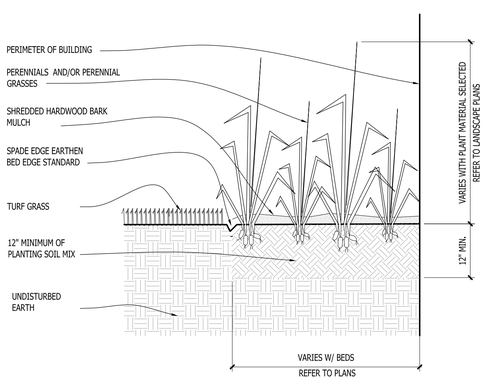
6 DECIDUOUS SHRUB PLANTING DETAIL

SCALE: NONE



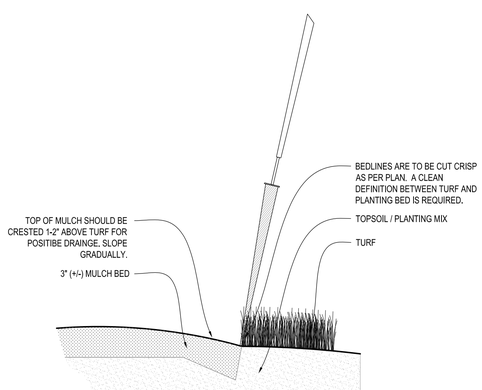
7 CONIFEROUS SHRUB PLANTING DETAIL

SCALE: NONE



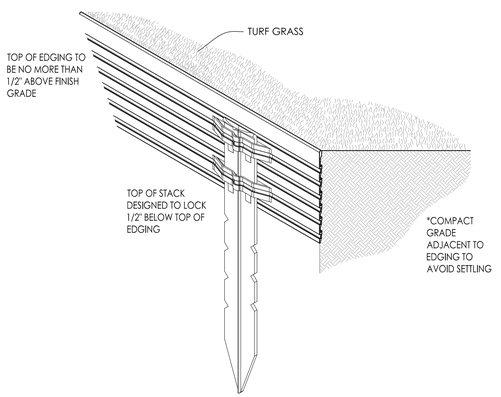
8 PERENNIAL BED PLANTING DETAIL

SCALE: NONE



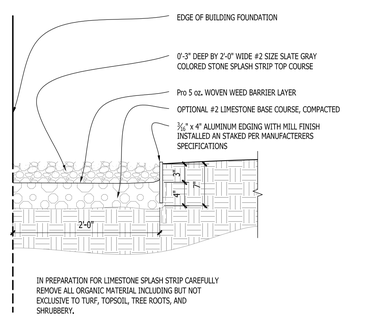
9 SPADE EDGE PLANT BED EDGE DETAIL

SCALE: NONE



10 METAL LANDSCAPE EDGING DETAIL

SCALE: 1/2" = 1'-0"



11 COMPACTED GRAVEL SPLASH STRIP

SCALE: 1" = 1'-0"

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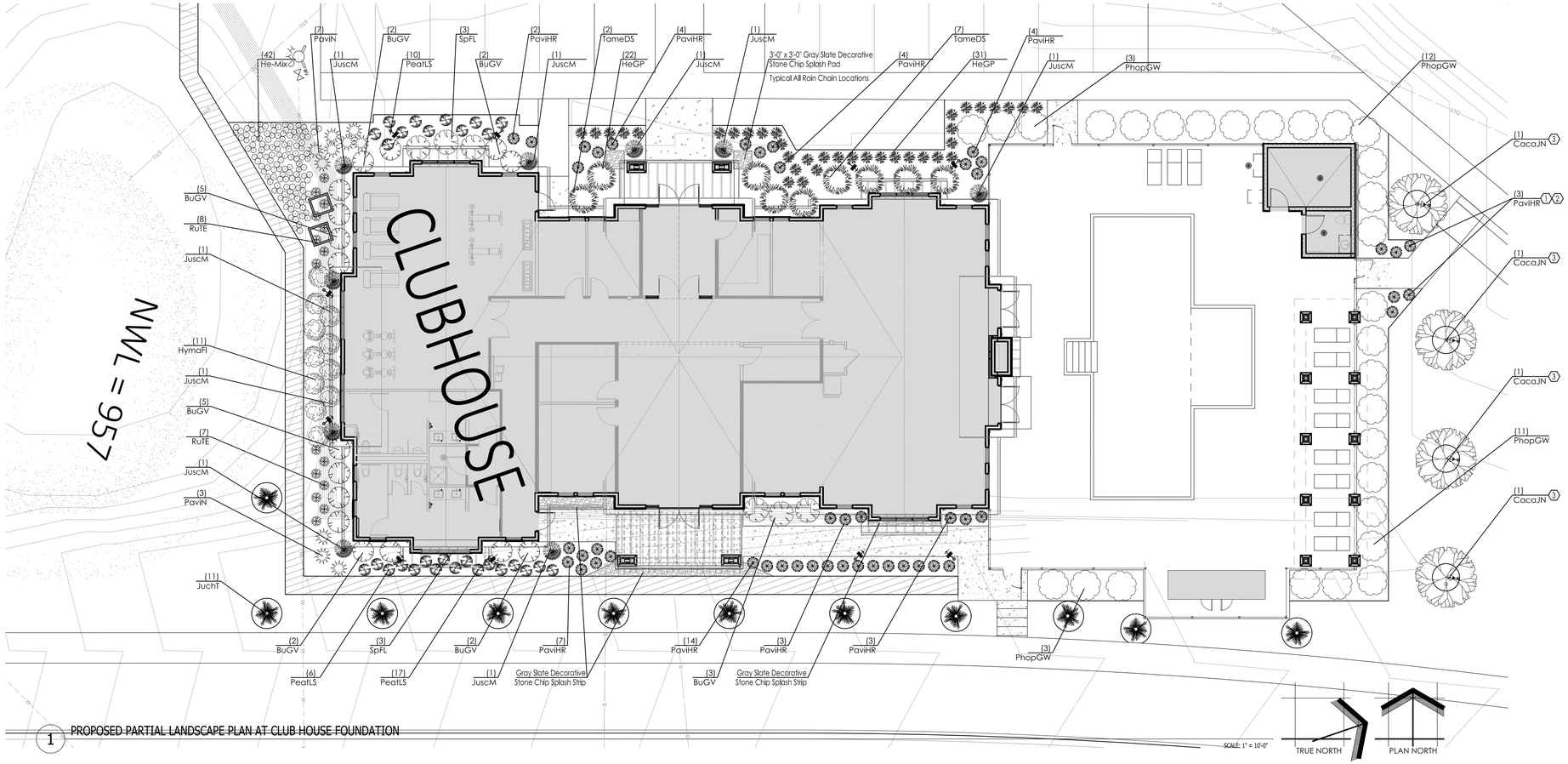
PROPOSED LANDSCAPE PLAN, PLANTING DETAILS

Date of Drawing: 08/12/25
Scale: As Noted
Drawn By: MCD
Job Number: L23-043
Sheet Number:

LSP1.9

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L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN AT CLUB HOUSE FOUNDATION

LSP1.6 - Proposed Plant Material Table - Club House / Amenity Area

Broadleaf Deciduous Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
4	CacaJN		Carpinus caroliniana 'JN Strain'	Firespire Musclewood	1 1/2" Cal - B&B	1

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
11	JuchT		Juniperus chinensis 'Trautman'	Trautman Juniper	5' - B&B	4
9	JuscM		Juniperus scopulorum 'Medora'	Medora Juniper	4' - B&B	4

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
42	PaviHR		Panicum virgatum 'Hot Rod'	Hot Rod Switch Grass	1-Gal - Cont	6
10	PaviN		Panicum virgatum 'Northwind'	Northwind Switch Grass	1-Gal - Cont	6

Perennial

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
36	HeGP		Heuchera x 'Georgia Peach'	Georgia Peach Coral Bells	1-Gal - Cont	6
28	PeatLS		Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	4 1/2" pot	6
15	RuTE		Rudbeckia 'TigerEye'	TigerEye Gloriosa Daisy	4 1/2" pot	6
42	He-mix		Hemerocallis mix	Equal Random Mix of Daylily	4 1/2" pot	6
			Hemerocallis x 'Swirling Water' Hemerocallis x 'VER00204' Hemerocallis x 'Chicago Apache' Hemerocallis x 'Pink Playmate'	Swirling Water Daylily Yellow Punch Daylily Chicago Apache Daylily Pink Playmate Daylily		

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
11	HymaFl		Hydrangea macrophylla 'Hortfire'	Seaside Serenade Fire Island Hydrangea	18" - 24"- Cont	5
29	PhopGW		Physocarpus opulifolius 'Ginger Wine'	Ginger Wine Ninebark	18" - 24"- Cont	5
6	SpFL		Spiraea x 'Fire Light'	Fire Light Spirea	18" - Cont	5

Conifer Evergreen Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
9	TameDS		Taxus x media 'Densformis Select'	Select Dense Spreading Yew	18" - 24" - B&B	5

Broadleaf EvergreenShrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
16	BuGV		Buxus 'Green Velvet'	Green Velvet Boxwood	18" - B&B	5

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
4. Evenly shaped upright tree with full branching to the ground.
5. Full, well rooted plant, evenly shaped.
6. Full, well rooted plant.
7. Male only
8. Tree form, single stem specimen

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Project:

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Hartland, WI 53029

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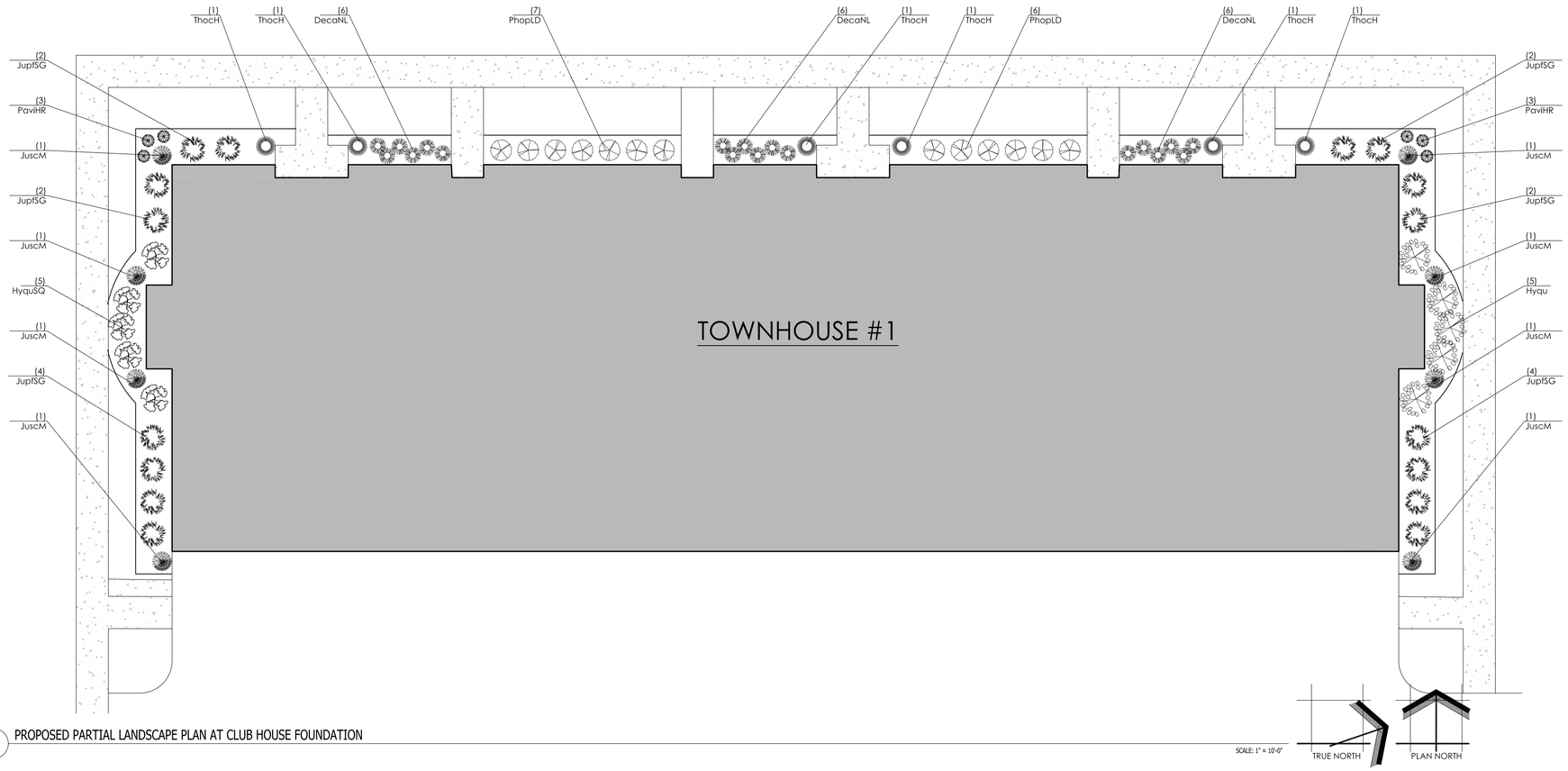
PROPOSED PARTIAL CLUBHOUSE FOUNDATION LANDSCAPE PLAN AND PLANT MATERIAL TABLE

Date of Drawing: 08/12/25
Scale: 1" = 10'-0"
Drawn By: MCD
Job Number: L23-043
Sheet Number:

LSP1.10

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L23-043 - HARTLAND QUARRY DEVELOPMENT - 08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN AT CLUB HOUSE FOUNDATION

SCALE: 1" = 10'-0"

Proposed Plant Material Table - Town Home #1

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
8	JuscM		Juniperus scopulorum 'Medora'	Medora Juniper	4' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
5	Hyqu		Hydrangea quercifolia	Oakleaf hydrangea	18" - 24"- Cont	
5	HyquSQ		Hydrangea quercifolia 'Snow Queen'	Snow Queen Oakleaf Hydrangea	18" - 24"- Cont	
13	PhopLD		Physocarpus opulifolius 'Donna May'	Little Devil Ninebark	18" - 24"- Cont	

Conifer Evergreen Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
16	JupfSG		Juniperus x pfizeriana 'MonSan'	Sea of Gold Juniper	18" - 24" - B&B	
6	ThocH		Thuja occidentalis 'Holmstrup'	Holmstrup Dwarf Arborvitae	3' - Cont	

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
18	DecaNL		Deschampsia caespitosa 'Northern Lights'	Northern Lights Tufted Hair Grass	1-Gal - Cont	
6	PaviHR		Panicum virgatum 'Hot Rod'	Hot Rod Switch Grass	1-Gal - Cont	

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
4. Evenly shaped upright tree with full branching to the ground.
5. Full, well rooted plant, evenly shaped.
6. Full, well rooted plant.
7. Male only
8. Tree form, single stem specimen

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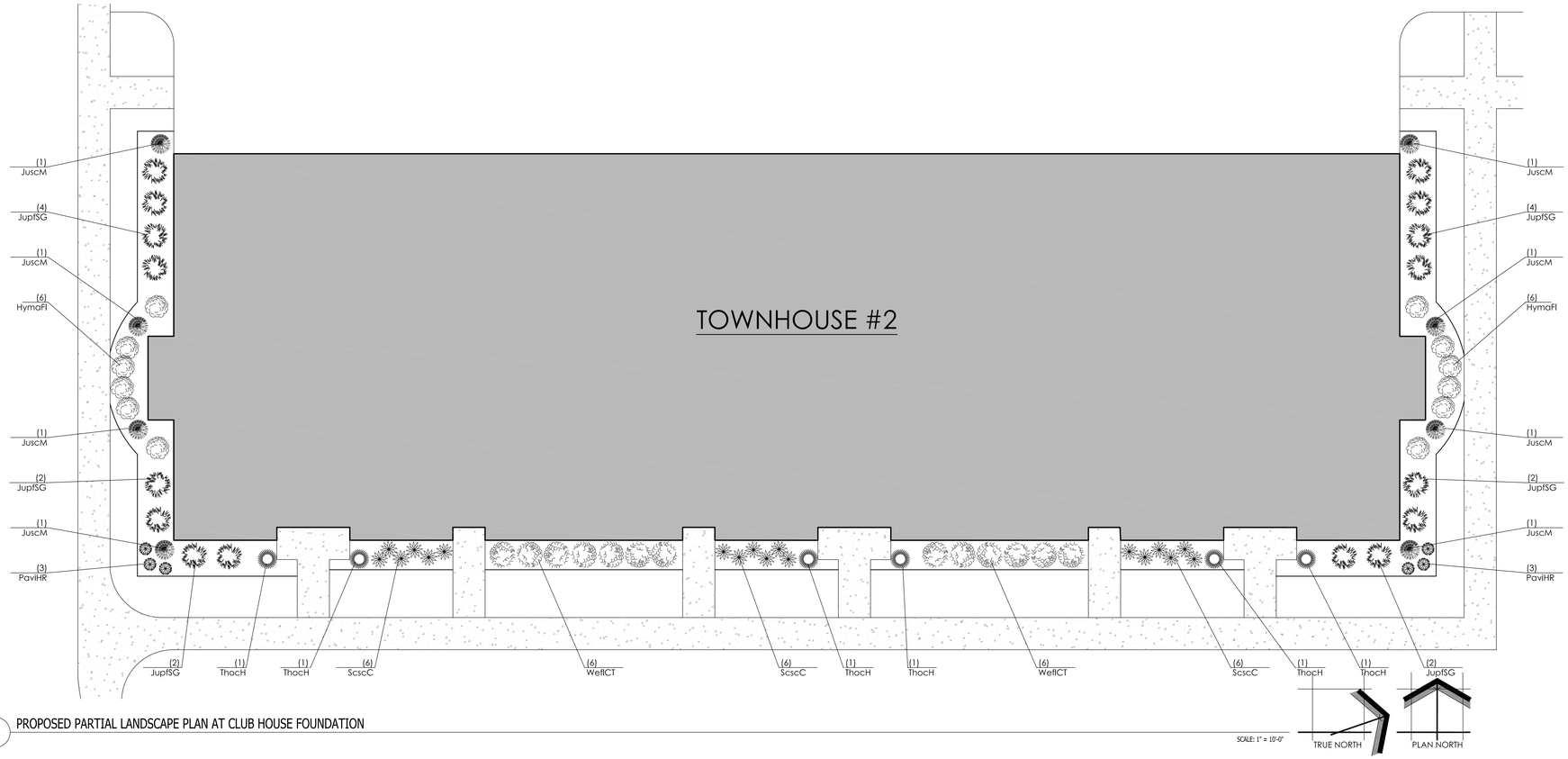
PROPOSED PARTIAL TOWNHOUSE #1 FOUNDATION LANDSCAPE PLAN AND PLANT MATERIAL TABLE

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Drawn By: MCD
Job Number: L23-043
Sheet Number:

LSP1.11

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L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN AT CLUB HOUSE FOUNDATION

SCALE: 1" = 10'-0"

Proposed Plant Material Table - Town Home #2

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
8	JuscM		Juniperus scopulorum 'Medora'	Medora Juniper	4' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
12	HymaFl		Hydrangea macrophylla 'Hortfire'	Seaside Serenade Fire Island Hydrangea	18" - 24"- Cont	
13	WeflCT		Weigela floridab 'Czechmark Trillogy'	Czechmark Trillogy Weigela	18" - 24"- Cont	

Conifer Evergreen Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
16	JupfSG		Juniperus x pfizeriana 'MonSan'	Sea of Gold Juniper	18" - 24" - B&B	
6	ThocH		Thuja occidentalis 'Holmstrup'	Holmstrup Dwarf Arborvitae	3' - Cont	

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
6	PaviHR		Panicum virgatum 'Hot Rod'	Hot Rod Switch Grass	1-Gal - Cont	
18	ScscC		Schizachyrium scoparium 'Carousel'	Carousel Little Blue Stem	1-Gal - Cont	

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
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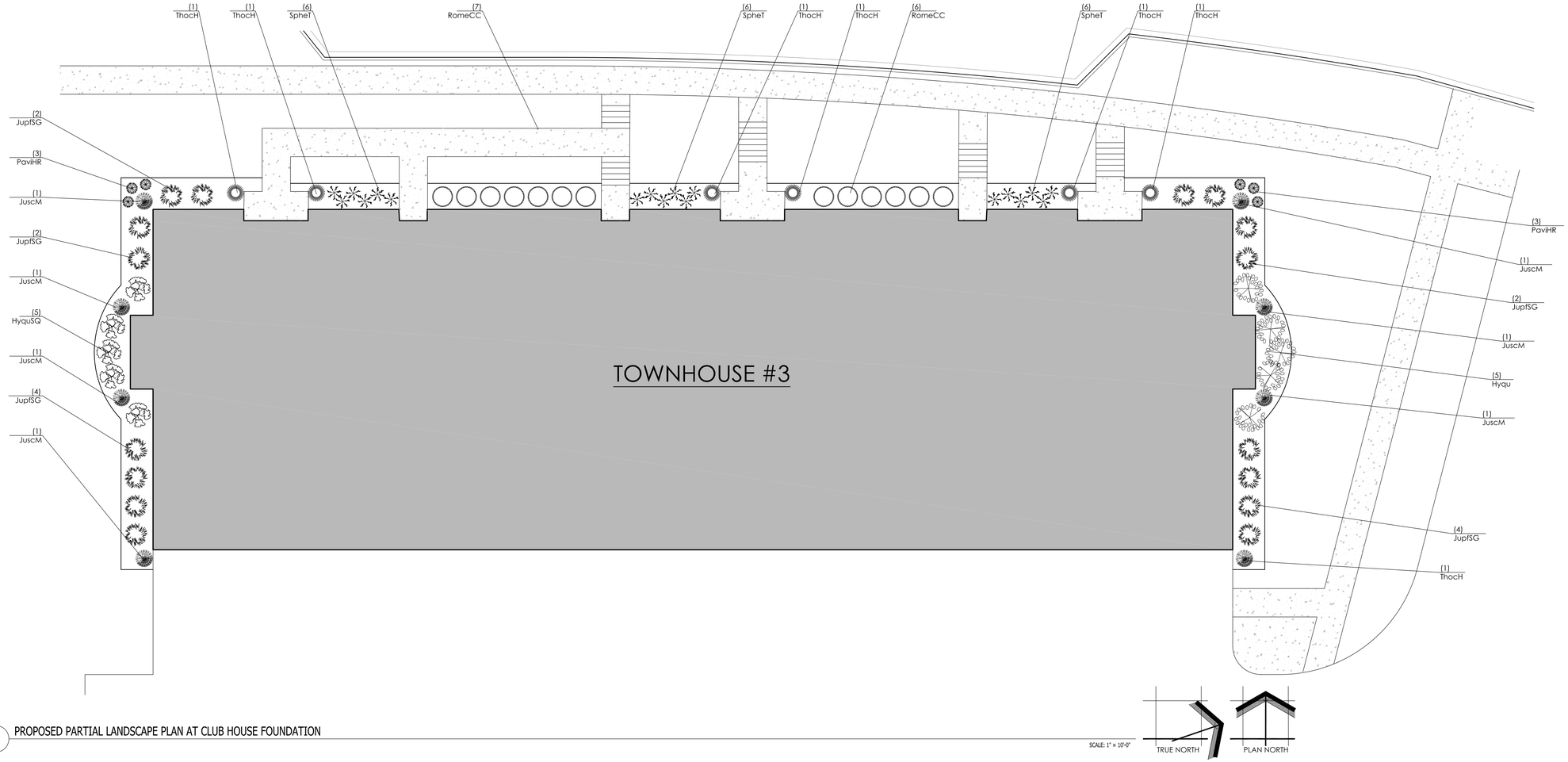
PROPOSED PARTIAL TOWNHOUSE #2 FOUNDATION LANDSCAPE PLAN AND PLANT MATERIAL TABLE

Date of Drawing: 08/12/25
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Drawn By: MCD
Job Number: L23-043
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L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN AT CLUB HOUSE FOUNDATION

SCALE: 1" = 10'-0"

Proposed Plant Material Table - Town Home #3

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
8	JuscM		Juniperus scopulorum 'Medora'	Medora Juniper	4' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
5	Hyqu		Hydrangea quercifolia	Oakleaf hydrangea	18" - 24"- Cont	
5	HyquSQ		Hydrangea quercifolia 'Snow Queen'	Snow Queen Oakleaf Hydrangea	18" - 24"- Cont	
13	RomeCC		Rosa 'Meirlansois'	Candy Cane Cocktail Rose	18" - 24"- Cont	

Conifer Evergreen Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
16	JupfSG		Juniperus x pfizeriana 'MonSan'	Sea of Gold Juniper	18" - 24" - B&B	
6	ThocH		Thuja occidentalis 'Holmstrup'	Holmstrup Dwarf Arborvitae	3' - Cont	

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
6	PaviHR		Panicum virgatum 'Hot Rod'	Hot Rod Switch Grass	1-Gal - Cont	
18	SpheT		Sporobolus heterolepis 'Tara'	Tara Prairie Dropseed	1-Gal - Cont	

Comments

1. Straight central leader, full & even crown. Prune only after planting.
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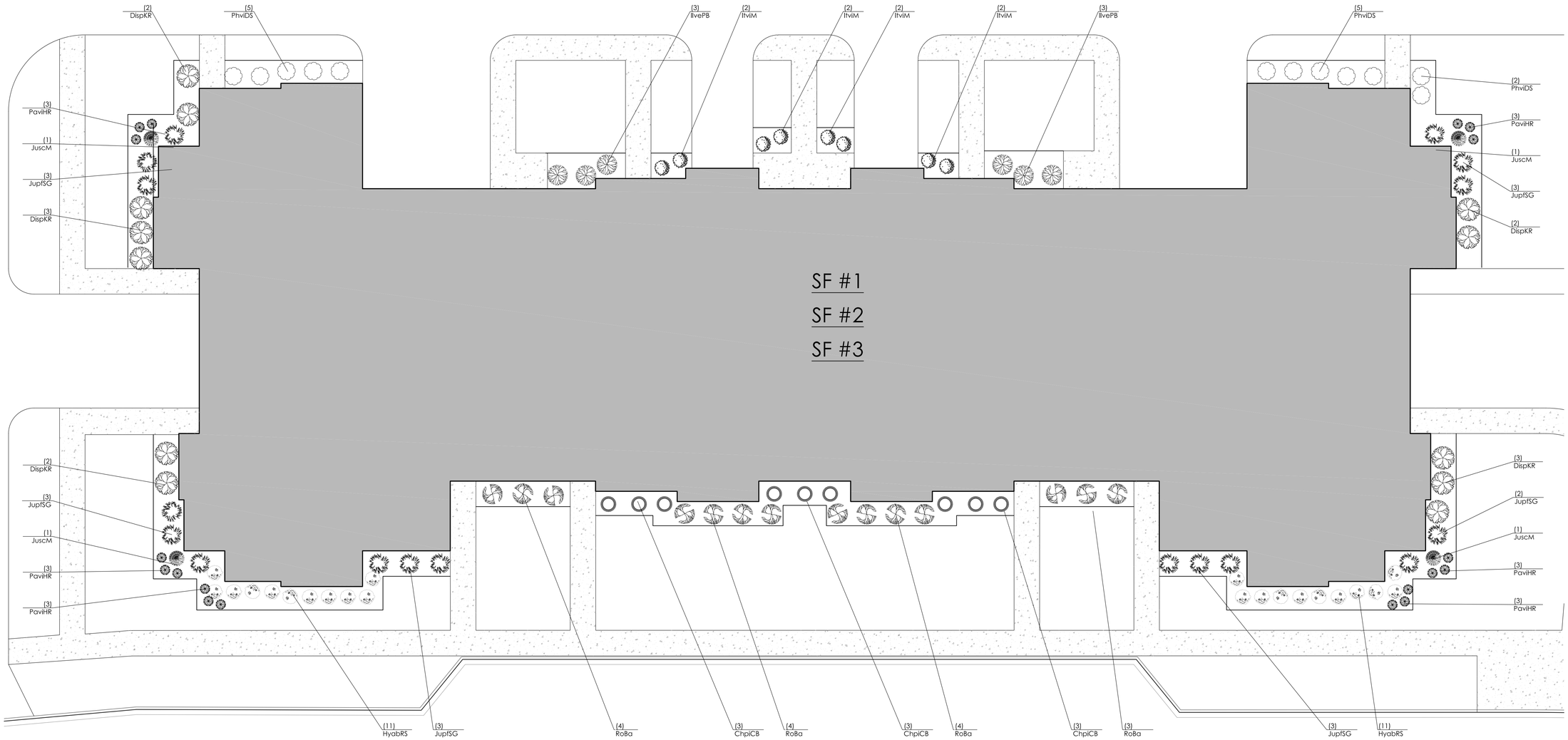
PROPOSED PARTIAL TOWNHOUSE #3 FOUNDATION LANDSCAPE PLAN AND PLANT MATERIAL TABLE

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Drawn By: MCD
Job Number: L23-043
Sheet Number:

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L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN AT TYPICAL SF FOUNDATION

SCALE: 1" = 10'-0"

TRUE NORTH

PLAN NORTH

Proposed Plant Material Table - SF #1, SF #2, SF #3

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
4	JuscM		Juniperus scopulorum 'Medora'	Medora Juniper	4' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
12	DispKR		Diervilla splendens 'G2X885411'	Kodiak Red Diervilla	18" - Cont	
22	HyabRS		Hydrangea arborescens 'NCHA3'	Invincibelle Ruby Smooth Hydrangea	18" - Cont	
8	ItviM		Itea virginica 'Merlot'	Merlot Sweetspire	18" - Cont	
10	PhviDS		Philadelphus x virginalis 'Dwarf Snowflake'	Dwarf Snowflake Mock Orange	18" - Cont	
14	RoBa		Rosa 'Baiove'	Coral Cove Elegance Rose	18" - Cont	

Broadleaf Evergreen Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
6	IlvePB		Ilex verticillata 'Berry Poppins'	Berry Poppins Winterberry	18" - Cont	

Conifer Evergreen Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
9	ChpiCB		Chamaecyparis pisifera 'Cream Ball'	Cream BallJapanese falsecypress	18" - Cont	
17	JupfSG		Juniperus x pfizeriana 'MonSan'	Sea of Gold Juniper	18" - 24" - B&B	

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
18	PaviHR		Panicum virgatum 'Hot Rod'	Hot Rod Switch Grass	1-Gal - Cont	

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
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5. Full, well rooted plant, evenly shaped.
6. Full, well rooted plant.
7. Male only
8. Tree form, single stem specimen

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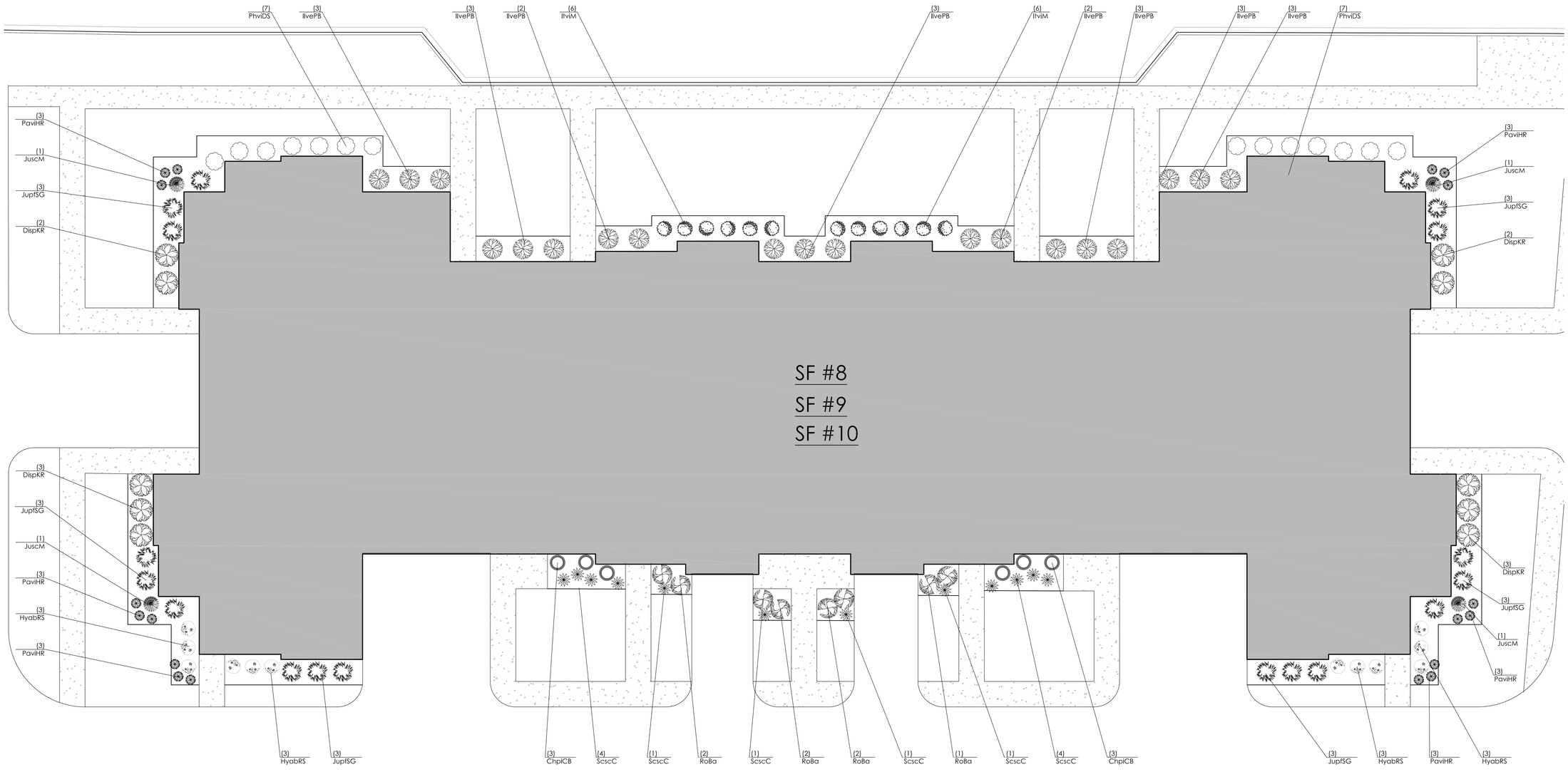
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PROPOSED PARTIAL SF FOUNDATION LANDSCAPE PLAN AND PLANT MATERIAL TABLE

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Drawn By: MCD
Job Number: L23-043
Sheet Number:

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L23-043 • HARTLAND QUARRY DEVELOPMENT 08/12/2025



1 PROPOSED PARTIAL LANDSCAPE PLAN AT TYPICAL SF FOUNDATION

SCALE: 1" = 10'-0"

TRUE NORTH PLAN NORTH

Proposed Plant Material Table - SF #8, SF 9, SF #10

Conifer Evergreen Tree

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
4	JuscM		Juniperus scopulorum 'Medora'	Medora Juniper	4' - B&B	

Broadleaf Deciduous Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
10	DispKR		Diervilla splendens 'G2X885411'	Kodiak Red Diervilla	18" - Cont	
12	HyabRS		Hydrangea arborescens 'NCHA3'	Invincibelle Ruby Smooth Hydrangea	18" - Cont	
12	ItviM		Itea virginica 'Merlot'	Merlot Sweetspire	18" - Cont	
14	PhviDS		Philadelphus x virginalis 'Dwarf Snowflake'	Dwarf Snowflake Mock Orange	18" - Cont	
8	RoBa		Rosa 'Baiove'	Coral Cove Elegance Rose	18" - Cont	

Broadleaf Evergreen Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
19	IlvePB		Ilex verticillata 'Berry Poppins'	Berry Poppins Winterberry	18" - Cont	

Conifer Evergreen Shrub

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
6	ChpiCB		Chamaecyparis pisifera 'Cream Ball'	Cream BallJapanese falsecypress	18" - Cont	
18	JupfSG		Juniperus x pfizeriana 'MonSan'	Sea of Gold Juniper	18" - 24" - B&B	

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
18	PaviHR		Panicum virgatum 'Hot Rod'	Hot Rod Switch Grass	1-Gal - Cont	
12	ScscC		Schizachyrium scoparium 'Carousel'	Carousel Little Blue Stem	1-Gal - Cont	

Comments

1. Straight central leader, full & even crown. Prune only after planting.
2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
3. Prune existing tree, remove any dead, diseased or hazardous limbs. Thin out as required and raise canopy for safety and viability for both pedestrians and motorists.
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Sheet Title:

PROPOSED PARTIAL SF FOUNDATION LANDSCAPE PLAN AND PLANT MATERIAL TABLE

Date of Drawing: 08/12/25
Scale: 1" = 10'-0"
Drawn By: MCD
Job Number: L23-043
Sheet Number:

LSP1.15

L23-043 • HARTLAND QUARRY DEVELOPMENT •08/12/2025

Reinders Grass Seed

REINDERS NO MOW / LOW GROW SEED MIX

SEED TECHNOLOGY SHEET

Description

Reinders No Mow / Low Grow Seed Mix is a new blend developed for hard to mow areas or those areas where minimal up keep is desirable. Composed of Spartan II Hard Fescue, Quatro Sheep Fescue and TXR Annual Rye Grass, this blend needs to be irrigated only during germination (7 to 10 days), with a small amount of fertilizer at seeding. After it is established, it will require no fertilizer or irrigation. If unmowed, grass will grow to about a foot in height and bend over. If mowed, it should be cut at four inches occasionally. If unmowed, wild flowers could be seeded at the rate of ¾ to ½ per 2500 square foot area (4 to 6 pounds per acre).

Spartan II hard fescue comprises 45% of this mix. Spartan II is a tough, vigorous and hardy variety that has good drought tolerance, excellent shade tolerance, and excellent cold tolerance. Spartan II is dark colored and fine-textured and will germinate in seven to ten days at soil temperatures over 65 degrees. Quatro sheep fescue has a very fine leaf texture and moderately dark blue-green color. It is outstanding for its low maintenance needs and slow growth rates. TXR Annual Ryegrass is a superior cultivar, which is quick starting with a slow rate of growth, but provides high turf quality and acts as a nursegrass for quick establishment.

Formula
45% Spartan II Hard Fescue
40% Quatro Sheep Fescue
15% TXR Annual Ryegrass

Recommended Seeding Rate
4 – 6 pounds per 1000 square feet
175 / 250 pounds per acre

Recommended Use

No Mow / Low Grow Seed Mix is ideal for areas that will not be mowed regularly and will not need any special irrigation or fertilizer.

Recommended Maintenance

Mow once a year (spring) and it will grow to a height of 12 inches, then droop over. A small amount of fertilizer should be applied at seeding, and it should be watered until it has germinated. Cut at a height of four inches.

Find a store location at www.reinders.com or call 800-785-3301

29-1400
Rev. 1/16

1 PROJECT GRASS SEED MIX CUT SHEETS

Reinders Grass Seed

DELUXE 50 LAWN SEED MIX

SEED TECHNOLOGY SHEET

Description

Reinders Deluxe 50 Lawn Seed Mix is formulated for areas where a predominant bluegrass turf is desired, yet where minimum maintenance is desired. Deluxe 50 will persist on non-irrigated sites that have wide variations in environmental conditions. Replicator and Fiesta 4 Perennial Ryegrass provide a quick ground cover and soil stabilization with quality and disease resistance that is vastly superior to unimproved perennial ryegrasses. The sod quality Kentucky Bluegrass and the named variety of Kentucky Bluegrass produce a well-knit sod and withstand moderately heavy traffic. Creeping Red Fescue provides shade tolerance, low fertility persistence and drought tolerance and disease resistance. This mixture combines good quality turf and long-term persistence with moderate maintenance requirements.

Formula
20% Kentucky Bluegrass (Sod Quality)
15% Newport Kentucky Bluegrass
15% SR 2100 Kentucky Bluegrass
25% Creeping Red Fescue
15% Replicator Perennial Ryegrass
10% Fiesta 4 Perennial Ryegrass

Recommended Seeding Rate
New seeding: Rotary or Drop Spreader
150-200 lbs/acre
Overseeding Slicer/ seeder
20% - 50% existing cover - 100-125 lbs/acre
50%-75% existing cover – 75 – 100 lbs/acre
Seeding Depth: 1/8" to 1/2"

Recommended Use

Deluxe 50 is designed for new seeding of large areas where initial cost must be kept low and where elite Bluegrass cultivars are not required. Major areas of use will include school grounds, parks, cemeteries, golf course roughs, home lawns, institutional grounds, and utility turf areas. Deluxe 50 is suited for sunny or shady areas and thrives in many different soil types.

Recommended Maintenance

Deluxe 50 will achieve adequate density and a medium dark green color with two to three fertilizations per season. It will do well under lower fertility programs, but to achieve a higher quality turf an increased fertility program is needed. A mowing height of 2 to 3 inches is recommended for maximum drought tolerance and weed resistance. This mixture should not be mowed below 1 1/2 inches.

Find a store location at www.reinders.com or call 800-785-3301

11-1400
Rev. 9/16

ROLLMAX™
ROLLED EROSION CONTROL

Specification Sheet – BioNet® S150BN™ Erosion Control Blanket

DESCRIPTION

The short-term double net erosion control blanket shall be a machine-produced mat of 100% agricultural straw with a functional longevity of up to 12 months. (NOTE: functional longevity may vary depending upon climatic conditions, soil, geographical location and elevation). The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with a 100% biodegradable woven natural fiber netting. The netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (commonly referred to as a Leno weave) to form an approximate 0.50 x 1.0 in. (1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) as an overlap guide for adjacent mats.

The S150BN shall meet Type 2.D specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) FP-03 Section 713.17

Material Content		
Matrix	100% Straw Fiber	0.5 lbs/sq yd (0.27 kg/sm)
Netting	Top: Leno woven 100% biodegradable organic jute	9.35 lb/1000 sq ft (4.5 kg/100 sm)
	Bottom: 100% biodegradable organic jute	7.7 lb/1000 sq ft (3.76 kg/100 sm)
Thread	Degradable	

Standard Roll Sizes			
Width	6.67 ft (2.03 m)	8.0 ft (2.4 m)	15.5 ft (4.72 m)
Length	108 ft (32.92 m)	112 ft (34.14 m)	90 ft (27.43 m)
Weight ± 10%	52.22 lbs (23.69 kg)	65.28 lbs (29.61 kg)	101.2 lbs (45.9 kg)
Area	80 sq yd (66.9 sm)	100 sq yd (83.01 sm)	155 sq yd (129.6 sm)
	Leno weave top only	Leno top and bottom	Leno top and bottom

Index Property	Test Method	Typical
Thickness	ASTM D6525	0.23 in. (5.84 mm)
Resiliency	ECTC Guidelines	80.5%
Water Absorbency	ASTM D7017	428%
Mass/Unit Area	ASTM D6475	8.71 oz/sy (296 g/sm)
Swell	ECTC Guidelines	15%
Smolder Resistance	ECTC Guidelines	Yes
Stiffness	ASTM D1388	6.23 oz-in
Light Penetration	ASTM D6567	15.3%
Tensile Strength - MD	ASTM D6818	188.4 lbs/ft (2.79 kN/m)
Elongation - MD	ASTM D6818	11.2%
Tensile Strength - TD	ASTM D6818	157.2 lbs/ft (2.33 kN/m)
Elongation - TD	ASTM D6818	13.5%
Biomass Improvement	ASTM D7322	549%

Design Permissible Shear Stress	
Unvegetated Shear Stress	1.85 psf (88 Pa)
Unvegetated Velocity	6.00 fps (1.83 m/s)

Slope Design Data: C Factors			
Slope Gradients (S)			
Slope Length (L)	≤ 3:1	3:1 – 2:1	≥ 2:1
≤ 20 ft (6 m)	0.00014	0.039	N/A
20-50 ft	0.01	0.070	N/A
≥ 50 ft (15. 2 m)	0.02	0.100	N/A

Roughness Coefficients – Unveg.	
Flow Depth	Manning's n
≤ 0.50 ft (0.15 m)	0.035
0.50 – 2.0 ft	0.035-0.021
≥ 2.0 ft (0.60 m)	0.021

Tensar.
NORTH AMERICAN GREEN®

Tensar International Corporation
2500 Northwinds Parkway
Suite 500
Alpharetta, GA 30009
800-TENSAR-1
tensarcorp.com

Tensar International Corporation warrants that at the time of delivery the product furnished hereunder shall conform to the specification stated herein. Any other warranty including merchantability and fitness for a particular purpose, are hereby excluded. If the product does not meet specifications on this page and Tensar is notified prior to installation, Tensar will replace the product at no cost to the customer. **This product specification supercedes all prior specifications for the product described above and is not applicable to any products shipped prior to January 1, 2012.**

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EC_RMX_MPDS_BSI50BN_6.13

2 EROSION CONTROL BLANKET

Home >Turf/Landscaping > Seed Mulch/Hydro Mulch

Seed Aide - Aero - 50 LB BAG

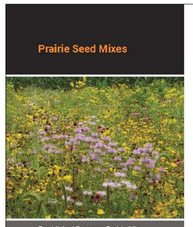
Profile



SKU: SM-50
Availability: 1235 Available in Sussex

CHECK OTHER WAREHOUSES

3 AERO SEED AIDE



Established Economy Prairie Mix



Asclepias tuberosa, **Butterfly Weed**



Ratibida pinnata, **Yellow Coneflower**

For current pricing, availability, and information on our full installation and management services, visit stantecnativeplantnursery.com

STANTEC NATIVE PLANT NURSERY

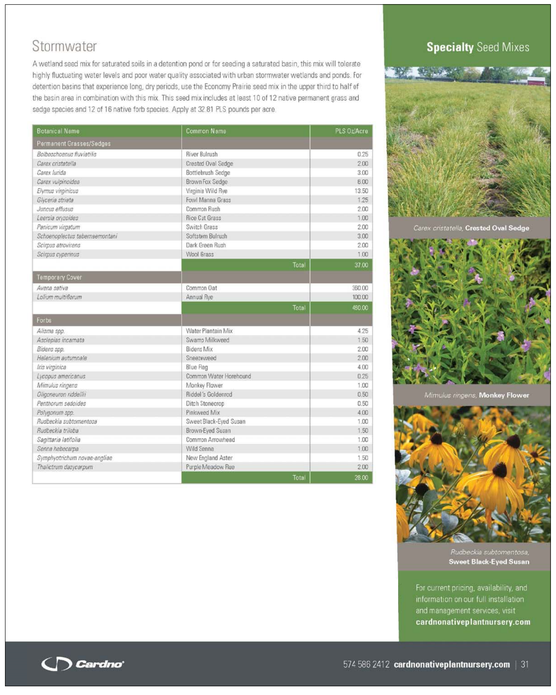
ECONOMY PRAIRIE

This prairie seed mix offers an economical way to establish a prairie. In addition to native prairie grasses, flowering species provide color throughout the growing season and food sources for birds and butterflies. Adding seed or plant plugs at a later date is a wonderful way to increase a prairie's richness and diversity. This seed mix includes at least 6 of 7 native permanent grass and sedge species and 10 of 13 native forb species. Apply at 41.16 PLS pounds per acre.

Botanical Name	Common Name	PLS Oz/Acre
Permanent Grasses		
Andropogon gerardii	Big Bluestem	12.00
Bromiteus curtipendula	Side-Oats Grama	16.00
Carex spp.	Prairie Sedge Species	3.00
Elymus canadensis	Canada Wild Rye	24.00
Panicum virgatum	Switch Grass	2.50
Schizachyrium scoparium	Little Bluestem	32.00
Sorghastrum nutans	Indian Grass	12.00
	Total:	131.50
Temporary Cover		
Avena sativa	Common Oat	512.00
	Total:	512.00
Forbs		
Asclepias syriaca	Common Milkweed	3.00
Asclepias tuberosa	Butterfly Weed	1.00
Chamaecrista fasciculata	Partridge Pea	10.00
Coreopsis tenuifolia	Plains Coreopsis	5.00
Echinacea purpurea	Broad-Leaved Purple Coneflower	8.00
Helianthus helianthoides	False Sunflower	0.50
Monarda fistulosa	Wild Bergamot	0.50
Penstemon digitalis	Foxglove Beard-Tongue	2.00
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	8.00
Silphium speciosa	Showy Goldenrod	0.50
Symphyotrichum laeve	Smooth Blue Aster	1.00
Symphyotrichum novae-angliae	New England Aster	0.50
	Total:	45.00

Keys to seeding success

- Prepare the site adequately
- Choose the correct plant species for the site conditions
- Purchase quality PLS
- Ensure good seed-to-soil contact
- Prevent annual weeds from re-seeding
- Create and follow a maintenance plan; adapt as site conditions dictate





4 PROJECT NATIVE PRAIRIE SEED MIX CUT SHEETS

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Project:

HARTLAND QUARRY DEVELOPMENT

700 W. Capitol Drive
Hartland, WI 53029

Issuance and Revisions:

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Sheet Title:

PROPOSED PROJECT SEED MIX CUT SHEETS

Date of Drawing:	08/12/25
Scale:	NONE
Drawn By:	MCD
Job Number:	L23-043
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L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025

INSITE LANDSCAPE DESIGN | Landscape Consulting and Master Planning Design Services

March 26th, 2024

RE: PRAIRIE SEED MIX INSTALLATION AND MAINTENANCE

Project No.: L23-043 Hartland Quarry

Installing, restoring and maintaining native plant communities and creating attractive, dynamic landscapes using native plants is a challenging and fun pursuit. However, to successfully achieve project goals, many variables must be understood and considered.
The successful establishment of native plant communities' rests on six major factors:

1. selection of a suitable site
2. appropriate materials selection
3. appropriate site preparation
4. proper installation technique
5. post-installation site management
6. time

During the first 6 to12 months of a seeding project, it may be difficult to differentiate between the germinated native seed and undesirable weeds. Although some of the wildflower and grass species will be recognizable within the first year, it may take a few growing seasons for the native plant community to mature and fully establish not unlike other plant material.

Management of Native Plant Communities
For optimal establishment, a newly seeded prairie should receive the equivalent of one inch of water per week for the first 2 to 4 weeks, either via rainfall or irrigation. On small sites, watering is always beneficial, especially during ex tended dry periods while seeds are germinating and plants are becoming established.

Do not pull weeds while seed is germinating and seedlings are establishing or desirable plants may be uprooted with the weeds. Weeds also provide fuel for burning during the first few years of prairie establishment, if burning is allowed by your municipality and is feasible.

Controlled burns are one of the most effective prairie management tools. Burning is essential to the long-term maintenance of your prairie. Burns should be conducted only by experienced persons who are properly equipped and trained in fire management techniques and safety. Controlled burns in urban/populated areas can be inherently tricky and may not be allowed. Coupled with the severe slopes of the quarry edge may make it impractical, treacherous and hazardous to burn.

If allowed and feasible, conduct controlled burns from mid-October through April if allowed by the community.
Burn the prairie annually for the first two to three years and every fifth year thereafter is possible. If there is insufficient growth to sustain a good, fruitful burn, the burn can be delayed until the second year.

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Large sites should be divided into sections and only one section burned each year. This enhances prairie diversity, leaves habitat undisturbed and promotes a safer, more easily controlled burn.

If burning is not practical or allowed, mowing may be substituted. Mow in late fall annually the first three years and every third year thereafter. (Where feasible, mowing of the severe slopes of the quarry edge more than likely will make mowing impractical, treacherous and hazardous). Exotic, invasive species may need to be aggressively managed with the appropriate herbicides.

Although native plants require the same care and attention as non-native, cultivated varieties in the first few growing seasons, once established, native plants should survive and thrive for many years with little maintenance.

Prairie Seed Installation Recommendations
Optimum seeding time:
October 1 (fall) to May 15 (late spring)

(Seeding can be done outside of this window but establishment may take longer. Do not seed during the summer when soil moisture and rainfall may be limited.)

Seedbed preparation:
Existing vegetative growth should be removed or killed with herbicides. Surface till the seedbed to a depth of two to four inches. If the ground is wet, delay tilling until the soil dries enough to break apart when tilled. Lightly compact the tilled soil with a roller, cultipacker or similar implement. Tilling can usually be omitted if using a no-till seed drill.

Sowing seed:
Sow seed by hand or with a broadcaster and pr ess int o the soil with a roller, cultipacker or similar equipment. Do not cover seed more than ¼" deep. If not already included in the seed mix, plant a cover crop of seed oats at 32 pounds per acre and annual ryegrass at 10 pounds per acre with the seed. If using a no-till seed drill, follow the manufacturer 's recommendations, being careful not to cover the seed more than ¼" deep. A one-inch thick mulch layer of crimped straw is recommended on erosion-prone areas.

Wetland Seed Installation Recommendations
Optimum seeding time:

October 1 (fall) to May 15 (late spring)

(Seeding can be done outside of this window but establishment may take longer. Do not seed during the summer when soil moisture and rainfall may be limited.)

Before you plant, be sure surrounding soils are stabilized and cannot erode into the wetland. If the slopes are newly constructed and exposed, the germination and growth of wetland seeds can be severely inhibited by siltation, sedimentation and cloudy water.

Vegetation on surrounding slopes is the best protection from erosion damage. A quick growing cover crop such as oats, annual Ryegrass or turfgrasses is acceptable, but seeding of permanent native species is advised for optimal long- term stabilization and natural appeal.

Other controls such as silt fences, erosion control blankets, straw mulches and straw bale dams should be installed as required to protect your wetland. The type of soil substrate is important to planting success. A heavy clay substrate is not conducive to seed germination and growth. You should consider incorporating topsoil, peat, compost or black dirt into the substrate before planting if your soil is heavy or nutrient-poor.
Make sure required permits (if any) have been obtained.

If wetland is temporarily dry:
Successful planting can be accomplished by planting when the wetland is dry. If the wetland has not naturally dried down then pumping out the water or using outlet water controls (if available) may be appropriate. Remember to obtain any required permits.
Scarify the soil surface by shallow tilling or raking.
Seed that is packaged we should be sown in the lower elevations of the wetland where water levels will be deeper. Dry-packaged seed should be sown on the higher elevations but can overlap into the wet-seed areas.
Press seed firmly into the soil using a roller, cultipacker or similar equipment. Very light raking is an acceptable alternative, but be careful to not cover seed more than ¼" deep.
Restore water level or wait for normal rainfall to bring water lev e l up after seeding. If feasible, use outlet controls to maintain water level depths between ½" and 6" until seed germinates and wetland vegetation is well established.

If wetland is wet:
In instances where water level control is not possible, satisfactory results may be obtained by following the techniques listed below.
Sow wet packaged seed into 4"-6" of standing water. Mixing seed with damp clay balls aids in distribution and anchoring of seed in desired locations.
Rake or till lightly an area 6" – 10" above waterline elevation (actual seeding area along shore will vary with degree of shoreline slope) If undesirable weed growth is present, mow or kill before tilling.

Winter sowing:
Successful planting can also be accomplished from winter seeding. Sow wet and dry- packaged seed in the zones as described above directly on bare ground during a winter thaw or on old, frozen snow (do not apply to lose, newly-fallen snow due to the potential for wind loss). Normal freezing and thawing will create openings in the ground, allowing the seed to work its way naturally into the soil. The seed will be in place to germinate when conditions are right in the spring.

Natural Area Maintenance
Natural areas are dynamic systems, and a maintenance and management plan require flexibility in order to accommodate the development of the site. Native plants tend to germinate and develop at a slower rate than ornamental perennials or turf grass. Regular maintenance during the native plant establishment period, usually three to five years, greatly improves the success of the project.
The maintenance of the natural areas can include:

- Exotic & Invasive Species Control
- Over-Seeding Supplemental Planting Regular Site Inspections Water Control & Irrigation

Species such as Canada thistle, cattails, reed canary grass, common reed and purple loosestrife are invasive weeds which establish quickly in a newly disturbed area. Upon establishment, these species spread exponentially to nuisance levels, crowding out other desirable plants and reducing the overall diversity and aesthetics of a site. A focused and dedicated maintenance program will reduce the competition from weed species, allowing desirable native plants to develop.

It is recommended that natural area managers that are well versed in principles of restoration ecology and the techniques used in site management strategies such as:

- Mowing (Where feasible, mowing of the severe slopes of the quarry edge more than likely will make mowing impractical, treacherous and hazardous)
- Chemical Application
- Prescribed Burning Hand-Weeding (Controlled burns of the severe slopes of the quarry edge more than likely will make a controlled burn impractical, treacherous and hazardous). *Controlled burns of the severe slopes of the quarry edge more than likely will make a controlled burn impractical, treacherous and hazardous. Burning in a urban/residential setting may add the hazard cause this maintenance practice prohibited.*
- Over-Seeding
- Supplemental Replanting

Native Vegetated Mat (NVM) Installation Guidelines

Site Assessment and Suitability Requirements:
Match the Native Vegetated Mat species to the eco-region, hydrology, soil type and sunlight conditions present on site.

Select the appropriate core material for NVM.

- Degradable Core - A degradable "coir" core may be used for most installations including areas where burning will be required, low scour (hydraulic energy) exists or due to permitting restrictions.
- Non-Degradable Core (geosynthetic) - Use a "non woven needle- punched UV stabilized polypropylene fabric" core in areas that have high scour rates (high shear forces), wave energy (hydraulic piping), suppression of weed bank or other difficult conditions.

Choose a mat for areas where; unstable soil conditions exist and mechanically stabilized earth (MSE) is required such as the Envirolok System, and or the encapsulation of growing media is required and rip rap or green armor of soil surface is required.

1 PRAIRIE SEED MIX INSTALLATION & MAINTENANCE INFORMATION

Preparation:
Eliminate surface and subsurface compaction to allow rapid deep root development of natives.
Eliminate all existing unwanted vegetation! Use a non-selective non-persisting herbicide like glyphosate or repeated mechanical weed control cultivations or smothering techniques.
Eliminate surface roughness (clods, small tree stumps, etc.) to prevent root pruning from air gaps. Amend soil with clean compost or other media and mix into surface to decrease transitional rooting time into existing soil.

Transportation:
Native Vegetated Mat must be kept cool and moist during transportation to avoid root hair pruning (dry back). A refrigerated air ride truck may be necessary for long hauls. A tarped truck or trailer can be sufficient for short hauls.

Installation:
Handle the Native Vegetated Mat with care to minimize root and vegetative damage. Keep the material moist and cool at all times at the install site.
Install NVM within 48 hours of being loaded onto the truck.
Install NVM seams tightly to prevent edge dry back.
Tuck the edges of NVM into the ground by cutting a lip into the soil with a spade.
Lay Native Vegetated Mat so that the ends of the pieces do not line up with the adjoining row, but create a staggered pattern. If using a non-degradable core NVM in a hydraulic application, install the NVM in a shingle like layout to prevent a breach of the material layers.
If the NVM is in or near the water the leading edge should be check slotted into the lake or stream bed.
Stone may also be needed to secure the toe NVM and/or break up the hydraulic energy to help protect the vegetation.

Anchor the NVM with wood stakes, landscape staples, j-hooked rebar or earth anchors to prevent the NVM from moving, slipping down-slope or floating in a hydraulic application. The number and type of stakes will be site dependent.

Irrigation:
Water the Native Vegetated Mat as soon as possible after installation. If soil is excessively dry pre water site or water as NVM is laid. Wetting hot exposed soil will also reduce heat injury to perishable prairie root hairs. Initially soak soil the NVM to a nearly saturated condition. Water every day for the first 5 to 7 days. Plan for at least 1" per week. For 2 to 4 weeks after installation for establishment, water to a wet condition and let dry back making the roots grow deeper for moisture.

Maintenance:
Watering - High quality Native Vegetated Mat will require very little maintenance once rooted. In extreme conditions such as a drought, the NVM may have to be watered after the 4 week period. It may take a few growing seasons for the praire roots to their full rooting potential.

Weed Control
The thick nature of Native Vegetated Mat coupled with the soil-less, weed free growing media will help prevent much of the weed seed bank from growing through. Eliminating all pre-existing perennial vegetation prior to installation will further reduce long term maintenance needs. If wind borne weeds are introduced to the site, simply hand weed or selectively use glyphosate herbicide. Do not spray weedy plants as the drift could eliminate other plants creating holes in the desirable vegetation.

Burning
Controlled burns of the severe slopes of the quarry edge more than likely will make a controlled burn impractical, treacherous and hazardous. Burning in a urban/residential setting may add the hazard cause this maintenance practice prohibited.
Burning of flat areas and gentle slopes can be introduced in year three only if the NVM contains the degradable core material and is allowed by the municipality. The non-degradable, gecsynthetic core is petroleum based and can get hot enough to inadvertently kill the crown of the plants. If a fire is required with the non-degradable core, pre-wet the soil and let the "one hour fuels" dry back. Head fire and immediately extinguish. Native Vegetated Mat burns should only be conducted by trained professionals.

1 PRAIRIE SEED MIX INSTALLATION & MAINTENANCE INFORMATION CONTINUED

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Project:

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700 W. Capitol Drive
Hartland, WI 53029

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Sheet Title:

PROPOSED PROJECT PRAIRIE SEED MIX INSTALATION & MAINTENANCE INFORMATION

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Drawn By: MCD
Job Number: L23-043
Sheet Number:

LSP1.17

CONSTRUCTION SET USE NO OTHER- DO NOT SCALE THESE DRAWINGS

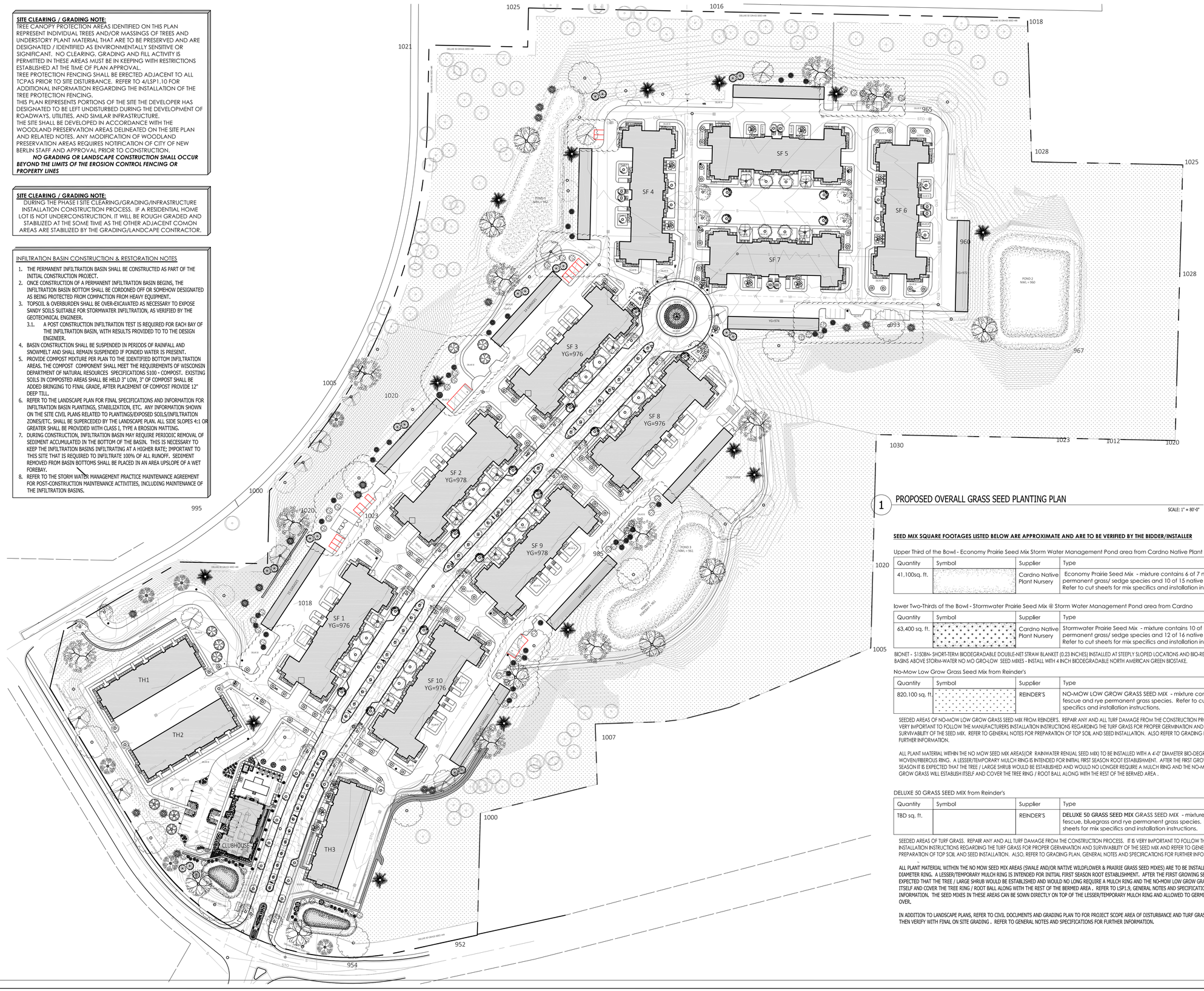
L23-043 - HARTLAND QUARRY DEVELOPMENT -08/12/2025

SITE CLEARING / GRADING NOTE:
TREE CANOPY PROTECTION AREAS IDENTIFIED ON THIS PLAN REPRESENT INDIVIDUAL TREES AND/OR MASSINGS OF TREES AND UNDERSTORY PLANT MATERIAL THAT ARE TO BE PRESERVED AND ARE DESIGNATED / IDENTIFIED AS ENVIRONMENTALLY SENSITIVE OR SIGNIFICANT. NO CLEARING, GRADING AND FILL ACTIVITY IS PERMITTED IN THESE AREAS MUST BE IN KEEPING WITH RESTRICTIONS ESTABLISHED AT THE TIME OF PLAN APPROVAL.
TREE PROTECTION FENCING SHALL BE ERECTED ADJACENT TO ALL TCPAS PRIOR TO SITE DISTURBANCE. REFER TO 4/LSP1.10 FOR ADDITIONAL INFORMATION REGARDING THE INSTALLATION OF THE TREE PROTECTION FENCING.
THIS PLAN REPRESENTS PORTIONS OF THE SITE THE DEVELOPER HAS DESIGNATED TO BE LEFT UNDISTURBED DURING THE DEVELOPMENT OF ROADWAYS, UTILITIES, AND SIMILAR INFRASTRUCTURE.
THE SITE SHALL BE DEVELOPED IN ACCORDANCE WITH THE WOODLAND PRESERVATION AREAS DELINEATED ON THE SITE PLAN AND RELATED NOTES. ANY MODIFICATION OF WOODLAND PRESERVATION AREAS REQUIRES NOTIFICATION OF CITY OF NEW BERLIN STAFF AND APPROVAL PRIOR TO CONSTRUCTION.
NO GRADING OR LANDSCAPE CONSTRUCTION SHALL OCCUR BEYOND THE LIMITS OF THE EROSION CONTROL FENCING OR PROPERTY LINES

SITE CLEARING / GRADING NOTE:
DURING THE PHASE I SITE CLEARING/GRADING/INFRASTRUCTURE INSTALLATION CONSTRUCTION PROCESS. IF A RESIDENTIAL HOME LOT IS NOT UNDERCONSTRUCTION, IT WILL BE ROUGH GRADED AND STABILIZED AT THE SOME TIME AS THE OTHER ADJACENT COMON AREAS ARE STABILIZED BY THE GRADING/LANDCAPE CONTRACTOR.

INFILTRATION BASIN CONSTRUCTION & RESTORATION NOTES

1. THE PERMANENT INFILTRATION BASIN SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION PROJECT.
2. ONCE CONSTRUCTION OF A PERMANENT INFILTRATION BASIN BEGINS, THE INFILTRATION BASIN BOTTOM SHALL BE CORDONED OFF OR SOMEHOW DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
3. TOPSOIL & OVERBURDEN SHALL BE OVER-EXCAVATED AS NECESSARY TO EXPOSE SANDY SOILS SUITABLE FOR STORMWATER INFILTRATION, AS VERIFIED BY THE GEOTECHNICAL ENGINEER.
   3.1. A POST CONSTRUCTION INFILTRATION TEST IS REQUIRED FOR EACH BAY OF THE INFILTRATION BASIN, WITH RESULTS PROVIDED TO TO THE DESIGN ENGINEER.
4. BASIN CONSTRUCTION SHALL BE SUSPENDED IN PERIODS OF RAINFALL AND SNOWMELT AND SHALL REMAIN SUSPENDED IF PONDED WATER IS PRESENT.
5. PROVIDE COMPOST MIXTURE PER PLAN TO THE IDENTIFIED BOTTOM INFILTRATION AREAS. THE COMPOST COMPONENT SHALL MEET THE REQUIREMENTS OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES SPECIFICATIONS S100 - COMPOST. EXISTING SOILS IN COMPOSTED AREAS SHALL BE HELD 3" LOW, 3" OF COMPOST SHALL BE ADDED BRINGING TO FINAL GRADE, AFTER PLACEMENT OF COMPOST PROVIDE 12" DEEP TILL.
6. REFER TO THE LANDSCAPE PLAN FOR FINAL SPECIFICATIONS AND INFORMATION FOR INFILTRATION BASIN PLANTINGS, STABILIZATION, ETC. ANY INFORMATION SHOWN ON THE SITE CIVIL PLANS RELATED TO PLANTINGS/EXPOSED SOILS/INFILTRATION ZONES/ETC. SHALL BE SUPERCEDED BY THE LANDSCAPE PLAN. ALL SIDE SLOPES 4:1 OR GREATER SHALL BE PROVIDED WITH CLASS I, TYPE A EROSION MATTING.
7. DURING CONSTRUCTION, INFILTRATION BASIN MAY REQUIRE PERIODIC REMOVAL OF SEDIMENT ACCUMULATED IN THE BOTTOM OF THE BASIN. THIS IS NECESSARY TO KEEP THE INFILTRATION BASINS INFILTRATING AT A HIGHER RATE; IMPORTANT TO THIS SITE THAT IS REQUIRED TO INFILTRATE 100% OF ALL RUNOFF. SEDIMENT REMOVED FROM BASIN BOTTOMS SHALL BE PLACED IN AN AREA UPSLOPE OF A WET FOREBAY.
8. REFER TO THE STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION MAINTENANCE ACTIVITIES, INCLUDING MAINTENANCE OF THE INFILTRATION BASINS.



1 PROPOSED OVERALL GRASS SEED PLANTING PLAN

SCALE: 1" = 80'-0"

North

SEED MIX SQUARE FOOTAGES LISTED BELOW ARE APPROXIMATE AND ARE TO BE VERIFIED BY THE BIDDER/INSTALLER

Upper Third of the Bowl - Economy Prairie Seed Mix Storm Water Management Pond area from Cardno Native Plant Nursery

Quantity	Symbol	Supplier	Type
41,100sq. ft.		Cardno Native Plant Nursery	Economy Prairie Seed Mix - mixture contains 6 of 7 native permanent grass/ sedge species and 10 of 15 native forb species. Refer to cut sheets for mix specifics and installation instructions.

lower Two-Thirds of the Bowl - Stormwater Prairie Seed Mix @ Storm Water Management Pond area from Cardno

Quantity	Symbol	Supplier	Type
63,400 sq. ft.		Cardno Native Plant Nursery	Stormwater Prairie Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 16 native forb species. Refer to cut sheets for mix specifics and installation instructions.

BIONET - S150BN- SHORT-TERM BIODEGRADABLE DOUBLE-NET STRAW BLANKET (0.23 INCHES) INSTALLED AT STEEPLY SLOPED LOCATIONS AND BIO-RETENTION BASINS ABOVE STORM-WATER NO MO GRO-LOW SEED MIXES - INSTALL WITH 4 INCH BIODEGRADABLE NORTH AMERICAN GREEN BIOSTAKE.

No-Mow Low Grow Grass Seed Mix from Reinder's

Quantity	Symbol	Supplier	Type
820,100 sq. ft.		REINDER'S	NO-MOW LOW GROW GRASS SEED MIX - mixture contains native fescue and rye permanent grass species. Refer to cut sheets for mix specifics and installation instructions.

SEEDED AREAS OF NO-MOW LOW GROW GRASS SEED MIX FROM REINDER'S. REPAIR ANY AND ALL TURF DAMAGE FROM THE CONSTRUCTION PROCESS. IT IS VERY IMPORTANT TO FOLLOW THE MANUFACTURERS INSTALLATION INSTRUCTIONS REGARDING THE TURF GRASS FOR PROPER GERMINATION AND SURVIVABILITY OF THE SEED MIX. REFER TO GENERAL NOTES FOR PREPARATION OF TOP SOIL AND SEED INSTALLATION. ALSO REFER TO GRADING PLAN FOR FURTHER INFORMATION.

ALL PLANT MATERIAL WITHIN THE NO MOW SEED MIX AREAS(OR RAINWATER RENUAL SEED MIX) TO BE INSTALLED WITH A 4'-0" DIAMETER BIO-DEGRADABLE WOVEN/FIBEROUS RING. A LESSER/TEMPORARY MULCH RING IS INTENDED FOR INITIAL FIRST SEASON ROOT ESTABLISHMENT. AFTER THE FIRST GROWING SEASON IT IS EXPECTED THAT THE TREE / LARGE SHRUB WOULD BE ESTABLISHED AND WOULD NO LONGER REQUIRE A MULCH RING AND THE NO-MOW LOW GROW GRASS WILL ESTABLISH ITSELF AND COVER THE TREE RING / ROOT BALL ALONG WITH THE REST OF THE BERMED AREA .

DELUXE 50 GRASS SEED MIX from Reinder's

Quantity	Symbol	Supplier	Type
TBD sq. ft.		REINDER'S	**DELUXE 50 GRASS SEED MIX** GRASS SEED MIX - mixture contains native fescue, bluegrass and rye permanent grass species. Refer to cut sheets for mix specifics and installation instructions.

SEEDED AREAS OF TURF GRASS. REPAIR ANY AND ALL TURF DAMAGE FROM THE CONSTRUCTION PROCESS. IT IS VERY IMPORTANT TO FOLLOW THE MANUFACTURERS INSTALLATION INSTRUCTIONS REGARDING THE TURF GRASS FOR PROPER GERMINATION AND SURVIVABILITY OF THE SEED MIX AND REFER TO GENERAL NOTES FOR PREPARATION OF TOP SOIL AND SEED INSTALLATION. ALSO, REFER TO GRADING PLAN, GENERAL NOTES AND SPECIFICATIONS FOR FURTHER INFORMATION.

ALL PLANT MATERIAL WITHIN THE NO MOW SEED MIX AREAS (SWALE AND/OR NATIVE WILDFLOWER & PRAIRIE GRASS SEED MIXES) ARE TO BE INSTALLED WITH A 4'-0" DIAMETER RING. A LESSER/TEMPORARY MULCH RING IS INTENDED FOR INITIAL FIRST SEASON ROOT ESTABLISHMENT. AFTER THE FIRST GROWING SEASON IT IS EXPECTED THAT THE TREE / LARGE SHRUB WOULD BE ESTABLISHED AND WOULD NO LONG REQUIRE A MULCH RING AND THE NO-MOW LOW GROW GRASS WILL ESTABLISH ITSELF AND COVER THE TREE RING / ROOT BALL ALONG WITH THE REST OF THE BERMED AREA . REFER TO LSP1.9, GENERAL NOTES AND SPECIFICATIONS FOR FURTHER INFORMATION. THE SEED MIXES IN THESE AREAS CAN BE SOWN DIRECTLY ON TOP OF THE LESSER/TEMPORARY MULCH RING AND ALLOWED TO GERMINATE AND TAKE OVER.

IN ADDITION TO LANDSCAPE PLANS, REFER TO CIVIL DOCUMENTS AND GRADING PLAN TO FOR PROJECT SCOPE AREA OF DISTURBANCE AND TURF GRASS SEED QUAINTLY, THEN VERIFY WITH FINAL ON SITE GRADING . REFER TO GENERAL NOTES AND SPECIFICATIONS FOR FURTHER INFORMATION.

InSite Landscape Design
Landscape Consulting
& Master Planning Design Sevices
11525 W. North Avenue, Suite 1B
Wauwatosa, WI 53226
Tel (414) 476-1204
www.insitedesigninc.com
mdavis@insitedesigninc.com

Project:

HARTLAND QUARRY DEVELOPMENT

700 W. Capitol Drive
Hartland, WI 53029

Issuance and Revisions:

Date	Number	Description
06/30/23		Client Review Submittal
07/05/23		Client Review Submittal
07/06/23		Plan Commission Submittal
06/30/24		Construction Document Submittal
02/06/25		Lighting Plan Submittal
03/04/25		Lighting Plan Submittal
04/01/25		Revisions based on Client Comments
08/12/25		Additional Revisions Based on Site Changes

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Sheet Title:

PROPOSED OVERALL GRASS SEED PLANTING PLAN

Date of Drawing:	08/12/25
Scale:	1" = 80'-0"
Drawn By:	MCD
Job Number:	L23-043

Sheet Number:

LSP1.18

CONSTRUCTION SET USE NO OTHER- DO NOT SCALE THESE DRAWINGS-

L23-043 - HARTLAND QUARRY DEVELOPMENT - 08/12/2025

Request for Land Subdivision Plat Review

Department of Administration

Plat Review – DOA
Shipping Address: 101 E Wilson St FL 9
Madison WI 53703
Mailing Address: PO Box 1645
Madison WI 53701
Phone: 608-266-3200 **Fax:** 608-264-6104
Email: plat.review@wi.gov
Web: http://doa.wi.gov/platreview

Subdivision Name: EAGLE PASS

County: WAUKESHA

Surveyor, Company & Shipping Address:

Name: KALVIN K. KLIMECK

Company: ROTH PROFESSIONAL SOLUTIONS

Shipping Address: W 3902 CTH B

Phone: 414 651 0490

Fax:

Email: KALPIONEERENG@GMAIL.COM

Surveyor's Seal

WISCONSIN
KALVIN K. KLIMECK
S-2209
JOHNSON CREEK
WISCONSIN
LAND SURVEYOR

Surveyor's Signature

8/14/25
Date

Complete: 1-8 for FINAL Plats; 4-8 for PRELIMINARY Plats; 7 for ASSESSOR'S Plats; or 1 & 4 for CSMs

I certify that, as the Wisc. Registered Land Surveyor responsible for the field survey & preparation of this plat:

1. ☐ All monuments have been set per s. 236.15 (1), Wis. Stats.
   OR
   ☐ All exterior boundary monuments have been set, but the town, village or city has temporarily waived placing interior monuments per s. 236.15 (1)(h), Wis. Stats.
2. ☐ Plat Review will make recordable document.
   OR
   ☐ Surveyor will make recordable document.
3. Preliminary plat name:
4. Subdivider's name, address and email: SURVI INVESTMENTS, LLC 1007 N PINEGROVE COURT HARTLAND WI 53029

ENCLOSURES:

5. ☒ Original drawing from surveyor. Number of sheets 1 ☐
6. Is this plat served by public sewer? ..... ☒ Yes ☐ No ☐
7. ☒ Check or money order covering Department of Administration, Plat Review fee ☐
8. DOT: ☒ Not abutting a S.T.H., U.S.H. or I.H. OR DOT ☐ form enclosed. ☐

Surveyor's Receipt & Transmittal Record		Shaded Area for Office Use Only
Date Received:	Date Time Limit Expires:	Preliminary
Date Copies Sent: DOT:	County:	Final
By:	Plat Review Officer	Assessor CSM

Fee Schedule

A Guide for Calculating the Fee Required by Adm 49, Wis. Admin. Code

PRELIMINARY PLAT

$ 125 $125 Initial Filing Fee***
$ 100 $100 Review Fee
$ 40 Reprographics & Postage Fee - $40/sheet x 1 sheets (required for all plats)

***NOTE: The $125 initial filing fee is required with the first submittal of the plat. An addition to a plat, even if originally part of an overall preliminary plat, or a replat is a new file which requires the $125 initial filing fee.

FINAL PLAT

$ _____ $125 Initial Filing Fee (no preliminary plat submitted)***
$ _____ Parcel Fee - $30/parcel x _____ parcels ($120 minimum)
$ _____ Reprographics & Postage Fee - $40/sheet x _____ sheets (required for all plats)

ASSESSOR'S PLAT

$ _____ $125 Initial Filing Fee***
$ _____ Parcel Fee - $30/parcel x _____ parcels ($120 minimum)
$ _____ Reprographics & Postage Fee - $40/sheet x _____ sheets (required for all plats)

REVISED PLAT (not certified)

$ _____ $120 Review Fee (minimum parcel fee)
$ _____ Reconfiguration Fee (modification of parcel boundaries)-$30/parcel x _____ parcels ($120min)

RESUBMITTED PLAT (previously certified or withdrawn)

$ _____ $120 Review Fee (minimum parcel fee)
$ _____ Recertification Fee (reprographics & postage) - $40/sheet x _____ sheets
$ _____ Reconfiguration Fee (modification of parcel boundaries)-$30/parcel x _____ parcels ($120min)

MISC

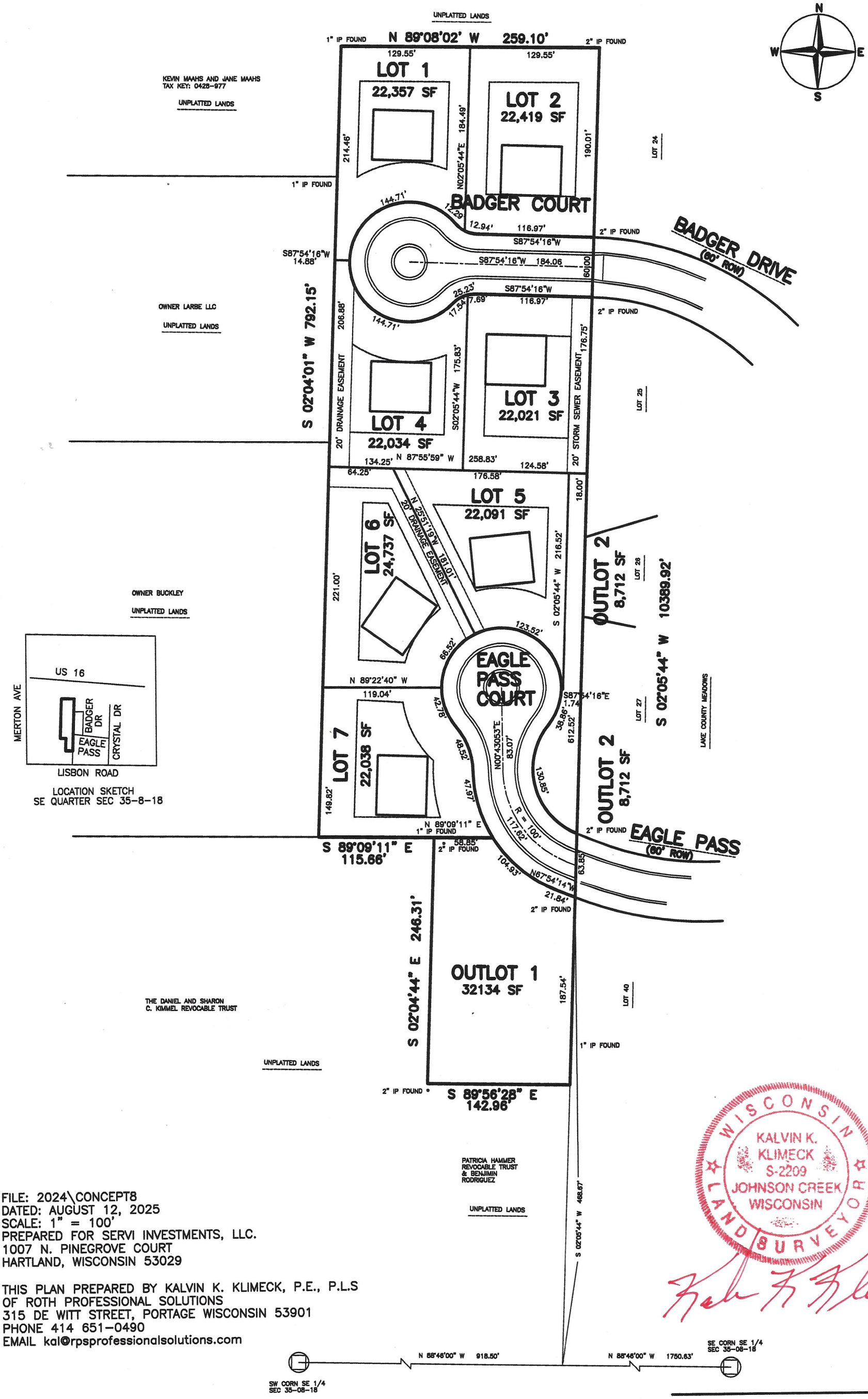
$ _____ $100 **Certified Survey Map**
$ _____ $ 50 Written pre-submission consultation request.

$ 265 **TOTAL FEE DUE** _____ Advance Deposit Account number

Attach check or money order here, payable to: **Department of Administration**

PRELIMINARY PLAT FOR EAGLE PASS

LOT 2 OF CSM 1140 AND LANDS BEING PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 35, T 8 N, R 18 E, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN



WISCONSIN
KALVIN K. KLIMECK
S-2209
JOHNSON CREEK
WISCONSIN
LAND SURVEYOR

FILE: 2024\CONCEPT8
DATED: AUGUST 12, 2025
SCALE: 1" = 100'
PREPARED FOR SERVI INVESTMENTS, LLC.
1007 N. PINEGROVE COURT
HARTLAND, WISCONSIN 53029

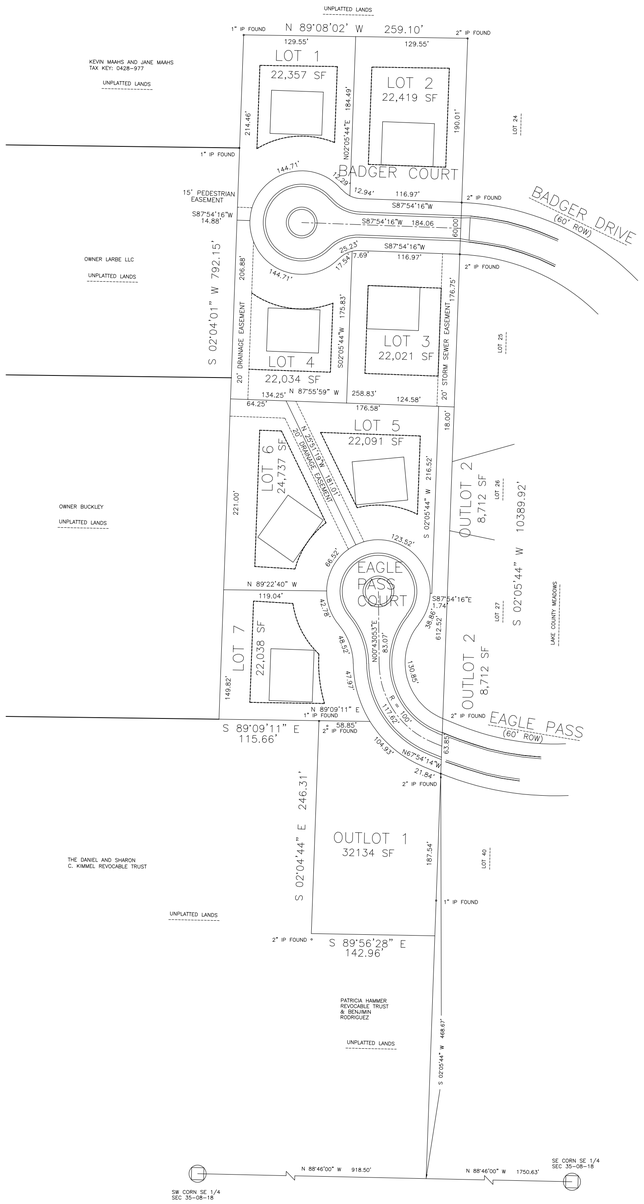
THIS PLAN PREPARED BY KALVIN K. KLIMECK, P.E., P.L.S
OF ROTH PROFESSIONAL SOLUTIONS
315 DE WITT STREET, PORTAGE WISCONSIN 53901
PHONE 414 651-0490
EMAIL kal@rpsprofessionalsolutions.com

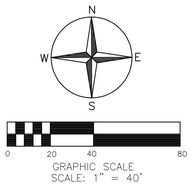
KALVIN K. KLIMECK, P.E., P.L.S – S-2209

Pre-Final Plat
9-19-25

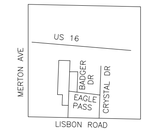
EAGLE PASS

ALL OF LOT 2 OF CSM 1040, BEING A PART TO THE
SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4)
OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 18 EAST
IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN





GRAPHIC SCALE
SCALE: 1" = 40'



LOCATION SKETCH
SE QUARTER SEC 35-8-18

NOTES:
1) ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
2) ANGLES HAVE BEEN MEASURED TO THE NEAREST 5 SECONDS AND COMPUTED TO THE NEAREST HALF-SECOND.
3) NO BUILDINGS OR FENCES SHALL BE CONSTRUCTED IN EASEMENTS. NO TREES OR BUSHES WHICH WOULD GROW TO MORE THAN 4 FEET IN HEIGHT SHALL BE PLANTED WITHIN SAID EASEMENTS SHOWN ON THIS PLAT WITHOUT APPROVAL BY THE VILLAGE
4) iT SHALL BE THE RESPONSIBILITY OF THE hOMEOWNERS ASSOCIATION TO MAINTAIN THE LANDSCAPING AND GRASS LOCATED WITHIN THE CENTER ISLANDS OF BOTH CUL-DE-SACS..

Outlot 1 and 2 of the plat of EAGLE PASS is owned and shall be maintained by the EAGLE PASS Homeowners Association and each individual lot owner shall have an undividable fractional ownership of the outlots and that Waukesha County and the Village of Hartland shall not be liable for any fees or special assessments in the event that Waukesha County or the Village of Hartland should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said outlot in an unobstructed condition so as to maintain their intended purpose. Construction of any building, grading, or filling in said outlot is prohibited unless approved by the Village of Hartland. The Homeowners Association grants to the Villlage the right (but not the responsibility) to enter upon these outlots in order to inspect, repair or restore said outlot to its intended purpose. Expenses incurred by the Village for said inspection, repair or restoration of said outlot may be placed against the tax roll for said association and collected as a special charge by the City. In the event the Homeowners association fails to exist in the future, it shall be the burden of the Lot Owners to fractionally pay said expenses.

The 20' DRAINAGE EASEMENT located on Lots 4, 5 and 6 shall be the responsibility of the Eagle Pass Homeowners Association to maintain.

The 20' DRAINAGE EASEMENT located on Lot 3 shall be the responsibility of the Eagle Pass Homeowners Association to maintain.
The following deed restiction will prohibit the placement of any buildings, fences, pools, landscaping, etc. within the limits of drainage easements and/or drainage easements regardless of whether the easement is a private or public easement.

The Utility Easement Provisions provided by SERVI INVESTMENTS, LLC. Grantor, to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Corporation doing business as WE Energies, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, corporation, and Spectrum Mid- America, LLC. collectively known as grantees. An easement for electric, natural gas and communications services is hereby granted to said grantees and their respective sucussors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the propertyshown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidential to the rights herein givin, and the right to enter upon the subdivision property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantees or their agents. Tjhis restoration, however, does not apply to the installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property with the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivision property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto,

KALVIN K. KLIMECK, P.E., P.L.S - S-2209

FILE: 2024\CONCEPT8
DATED: AUGUST 12, 2025
SCALE: 1" = 100'
PREPARED FOR SERVI INVESTMENTS, LLC.
1007 N. PINEGROVE COURT
HARTLAND, WISCONSIN 53029

THIS PLAN PREPARED BY KALVIN K. KLIMECK, P.E., P.L.S
OF ROTH PROFESSIONAL SOLUTIONS
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rpsprofessionalsolutions.com

317 DeWitt St.

Portage, WI 53901

ENGINEERING

CONSULTING

DESIGN

FACILITATION

STORMWATER MANAGEMENT PLAN & REPORT

BADGER DRIVE
EAGLE PASS

VILLAGE OF HARTLAND
WAUKESHA COUNTY WI

September 08, 2025

ROBERT J. ROTH, PE RPS
2025-106 (A)

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STORM WATER MANAGEMENT PLAN

SUBDIVISION DEVELOPMENT – BADGER DRIVE/EAGLE PASS, MADISON WI

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APPENDIX B – GEOTECHNICAL AND CLIMATE
APPENDIX C – HYDROLOGY CALCULATIONS AND REPORT
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APPENDIX H – NHI REVIEW

1. Project Description and Site

The proposed project is a residential subdivision located in the Village of Hartland, Waukesha County, Wisconsin. The development site covers approximately 5.5 acres of currently wooded land and will be divided into 7 single-family residential lots. Two new cul-de-sac roadways (extensions of Eagle Pass and Badger Drive) will provide access to the lots. The entire project lies within the Bark River Watershed (LR13). Appendix A shows the approximate location of Hartland and the Bark River Watershed.

Key stormwater management features of the design include a swale and a combined bio-filtered forebay and infiltration basin system. This design drains the northern lots (and Badger Road cul-de-sac) via a vegetated swale to a storm sewer; middle and eastern lots flow into the same storm sewer that discharges into the infiltration basin; and the remaining southern lots drain via a new catch basin into a biofiltration forebay before discharging to the main infiltration basin. All runoff from the site is ultimately routed into a new infiltration basin on the south side of Eagle Pass for groundwater recharge and water quality treatment. Storm sewers are designed for the 25-year storm and the infiltration basin can store the 100-year storm under frozen conditions without any discharge. These details can be found in Appendix C.

2. Regulatory Standards

The design complies with:

Village of Hartland Stormwater Ordinance (Ch. 76)
- § 76-7(c)(2)(a): Peak-flow control for 2-, 10-, and 100-yr, 24-hr storms
- § 76-7(c)(2)(d): Water-quality volume (WQv) and pollutants (≥ 80% TSS, ≥ 30% TP)
- § 76-7(c)(3)(a): Infiltration ≥ 90% of pre-development (site < 40 % impervious)

Wisconsin Administrative Code NR 151 (Post-Construction Performance Standards)
- NR 151.12: Volume control and pollutant removal requirements
- NR 151.125: Pretreatment practices to remove solids before infiltration

Wisconsin Administrative Code NR 216 (Construction Site Stormwater Permits)
- NOI/NOT requirements and contractor inspection logs

WDNR Stormwater Technical Standards (maximum extent practicable)
- Std 1003 (“Infiltration Basin”):
  - Minimum 2-ft separation to seasonal high groundwater
  - Maximum 2-ft infiltration depth under normal operation; emergency overflow weir at 100-yr event with 1 ft freeboard
  - Drawdown ≤ 72 hr for 2 ft working storage
  - Forebay pretreatment sized to ≥ 10 % of WQv
  - Outlet orifice/riser sized for 24-hr release of WQv
- Std 1004 (“Bioretention”):
  - Media blend and underdrain design for the biofiltered forebay

WDNR Guidance Documents
- “Modeling Post-Construction Storm Water Management Treatment” (publication WT-19-0023) for P8 modeling compliance.
- “Site Evaluation & Design for Infiltration” (publication 1002) for soils and infiltration testing

3. Drainage Summary

The existing development project site is a mix of grassland and woods. The drainage can be summarized by slopes to the south and east. The site does not contain floodplain per the FEMA Map Center. The DNR wetland viewer does not show wetlands on the subject property. Subsurface soils are comprised of two types on the property: Theresa silt loam (ThB) and Hochheim loam (HmB/HmC2). These soils are well-drained silt loams but differ in their runoff characteristics:

- Theresa silt loam (ThB) – This soil is Hydrologic Soil Group C, with moderately low infiltration capacity. It is well-drained with moderate permeability in the subsoil. Slopes range from 2–6% under natural wooded conditions. Accordingly, a Runoff Curve Number (RCN) of 70 (for HSG C woodland) will be used.
- Hochheim loam (HmB, HmC2) – This soil is classified as Hydrologic Soil Group D, with high runoff potential and low infiltration rates. Slopes are range from 2–12% under natural wooded conditions. Accordingly, a Runoff Curve Number (RCN) of 77 (for HSG C woodland) will be used.

Pre-development hydrologic modeling will assume the wooded condition with representative curve numbers (as noted above) per local ordinance guidelines. Existing topography includes gentle to moderate slopes (especially where Hochheim loam is mapped), and drainage presently occurs via natural sheet flow and shallow depressions toward the site's southeast edge.

There are no adjacent or receiving waterways. During large storms, the existing site discharges to the southern property resulting in standing water. For the purpose of this report, the receiving water system will remain unchanged between the pre- and post- conditions.

The total lot area is 5.5 acres with a disturbed area of 5.1 acres. The pre-development aggregate runoff coefficient is 55, per Waukesha County stormwater management requirements, reflecting the predominantly wooded conditions and well-drained soils (primarily ThB Theresa silt loam, with minor areas of Hochheim loams, HmB and HmC2). There are no discernable offsite areas that contribute runoff to this development.

The proposed site is divided into four drainage areas:

- Northern area (Badger Rd) – (~1.65 acres) Mostly open/wooded lots and Badger cul-de-sac. Runoff here is collected in a grass swale that conveys to a storm sewer that drains to the infiltration basin.
- Central/Eastern area – (~1.80 acres) Runoff from these lots drain via the swale/storm system under Eagle Ave directly into the infiltration basin. This area has minimal impervious surface.
- Southern area (Eagle Rd) – (~1.60 acres) Remaining southern lots drain to a new catch basin on Eagle Avenue. That catch basin discharges into a biofiltration forebay (see Section 5).
- Off-site (~ 2.00 acres) Roughly 2 acres is excpeted to drain to outlot 2 from east of the property line

All three areas combine to drain approximately 7.1 acres to the new infiltration basin. (The total impervious area is only about 0.5 ac, reflecting the curb and road surfaces.) The system is designed so that each area's runoff is conveyed at non-erosive velocities (via the swale or pipes) to the respective pretreatment devices before entering the main infiltration basin. The stormwater pond outlot was tested per WDNR site evaluation procedures (with accepted infiltration rates of 1.63 in/hr shown in Appendix B).

4. Pretreatment Summary

To meet water quality requirements, runoff is pre-treated as follows:

- Swale Pretreatment: The northern drainage swale (receiving Badger Drive discharges) is proposed as a vegetated filter, reducing sediment loads and moderating flows before they enter the infiltration pond. As such, the swale is proposed as a pretreatment device for the infiltration facility. The project plans include a separate storm sewer outfall to the infiltration pond. The swale as proposed has a 10' bottom width with 3:1 maximum side slopes, as shown on the proposed grading plan. Based on P8 analysis in Appendix D, the effectiveness of this proposed pre-treatment device is 74%.
- Biofiltration Forebay: Runoff from the southern roadway areas (Eagle Pass) is routed into a small forebay prior to discharge to the infiltration basin. This facility is required to perform pre-treatment of storm sewer discharge, and therefore an engineered biofilter system is proposed. This device allows sediment settling and some infiltration through soil into a subsurface perforated pipe. The subsurface underdrain is discharged to the infiltration basin. Pursuant to P8 modeling, the biofilter achieves ~ 99% removal of TSS from its inflow. This exceeds typical guidelines (80% TSS removal for residential areas) and thus provides robust pretreatment. The forebay also has an overflow weir, 2-foot ponding depth and engineered soil to infiltrate/filter inflow to a 6-inch perforated underdrain with sock discharging to the infiltration basin. Any excess water bypasses through a vegetated weir protected with a turf reinforcement mat (TRM) into the infiltration basin.

These pretreatment devices ensure the water entering the infiltration basin has most particulates and sediment removed, protecting the basin from clogging and meeting NR 151.125 requirements. The following, including details from 9.0, result in the planting schedule:

Surface Type:

- Media Blend (per WDNR Std 1004):
  - 60 % coarse sand (0.2–1.0 mm)
  - 20 % compost (high-quality, screened, < 3 % organic matter)
  - 20 % topsoil (loam, pH 6.5–7.5)
- Underdrain: 6-inch perforated pipe wrapped in filter sock, bedded in clean ¾-inch crushed stone (12-inch deep)
- Mulch Layer: 2-inch shredded hardwood mulch over planting zones to suppress weeds and retain moisture
- Bypass Weir Protection: Turf Reinforcement Mat (TRM) channel lined with native sod

Planting Options:

Plant Type	Species	Spacing	Bloom Period	Notes
Sedges (Grasses)	Carex stipata (Awl-fruit sedge)	12″	Jun–Jul	Good root mass
Rushes	Juncus effusus (Soft rush)	12″	Jun–Aug	Tolerates wet/dry
Wildflowers (Perennial)	Asclepias incarnata (Swamp milkweed)	18″	Jul–Sep	Pollinator habitat
Wildflowers (Perennial)	Rudbeckia fulgida (Black-eyed Susan)	18″	Jul–Sep	Stabilizes surface
Grasses (Ornamental)	Panicum virgatum (Switchgrass)	24″	Aug–Sep	Deep roots enhance infiltration
Groundcover	Lobelia cardinalis (Cardinal flower)	12″	Jul–Sep	Moisture-loving underplant

This planting approach and surface-type specification will:

- Promote deep rooting and year-round infiltration
- Provide robust sediment removal (> 90 % TSS)
- Satisfy pretreatment requirements under NR 151.125 and WDNR Std 1003/1004
- Ensure a stable, vegetated forebay that resists erosion and maintains permeability

5. Infiltration Basin Design

The infiltration basin is sized to infiltrate the site's stormwater volume while also providing flood control. It is designed per WDNR Standard 1003, with the following key features:

- **Pre-Treatment:** (See Section 4.0) The infiltration basin receives pre-treated runoff from two (2) sources (Badger Drive and Eagle Drive) via two (2) separate outfalls.
- **Effective Infiltration Area:** The basin has an effective infiltration area of roughly 0.2 acres. It doesn't exceed 2 ft ponding through the 10-year storm.
- **Ponding Depth:** The maximum ponding depth of water in the infiltration zone is 2.0 feet, per the standard. Events at the 25-year storm or higher are stored in the basin and infiltrated in less than 48-hours.
- **Overflow Spillway:** An emergency spillway is provided on the southern end of the basin. It is sized for the 100-year, 24-hr storm and provides ≥1 foot of freeboard. Runoff in excess of the basin's infiltration capacity during extreme events flows harmlessly offsite, protected by a turf reinforcement mat (TRM) through this overflow weir.
- Berms: See Plans. Typical berm configuration is proposed at a 6' minimum width with maximum slopes of 4:1.

The basin bottom is graded level (0% slope) to maximize contact area. The side slopes are 4:1 (horizontal: vertical) for safety and uniform infiltration. Per standard, the bottom is kept at least 3 feet above the seasonal high-water table (confirmed by the Geotechnical Data in Appendix B).

6. Hydraulic Performance

Hydrologic modeling (HydroCAD) confirms that the infiltration basin meets the required volumes and peak controls:

- **Storage/Infiltration Volume:** The basin provides approximately 1.5 acre-feet of total storage/infiltration capacity. Under design storms, runoff is captured and infiltrated. In other words, for modeled storms up through the design storm, no surface outflow leaves the basin. This meets the infiltration performance standard consequently (i.e. the water quality volume is infiltrated).
- **Peak Outflows:** Because nearly all flow infiltrates, the modeled post-development peak discharge from the basin is effectively zero for design storms. There is no increase in downstream peak flows relative to pre-development. The 100-yr event does generate additional depth above 2 ft, but that excess will infiltrate over time.
- **Frozen Condition:** The 100-year runoff event was modeled in frozen conditions, with zero (0 cfs) discharge. The pond reaches a height of 946.25 elevation with the overflow outlet at 947.5 (ft). The pond contains this modeled event which begins to overflow at 946.5' through the primary outlet. the primary outlet is a 12 in pipe which ties into the existin Eagle Sewer.

Thus, under design storm conditions the basin is fully effective: it detains and infiltrates runoff for water quality and baseflow benefits. Detailed calculations for existing conditions, design conditions and the 100-year frozen conditions are found in Appendix C. For convenience, a peak discharge summary has been provided below:

Storm Event (24-hr)	Pre Outflow (cfs)	Post Outflow (cfs)	Max Basin Depth (ft)
2-year (2.7″)	0.3	0.0	0.1
10-year (3.8″)	3.5	0.0	0.6
100-year (6.2″)	10.9	0.0	2.2
100-year (Frozen)	10.9	0.0	3.3

Key takeaways:

- "Max Basin Depth" is the highest water level above the infiltration basin floor.
- "Peak Outflow" remains zero because the basin's infiltration rate (1.6 in/hr) and storage capacity retain all inflow.
- Only 100-yr events exceeds the 2 ft depth limit; however, that excess head drains via infiltration over time and never discharges offsite or to the existing municipal storm sewer system.

7. Water Quality Treatment

The combined system (swale/forebay → infiltration basin) provides excellent pollutant removal: sediment and debris are trapped in the swale and forebay, and the infiltration basin allows settling and soil adsorption of remaining TSS, nutrients, and metals. Overall, the design meets the 80% TSS and 30% TP removal goal for the site. Detailed calculations are shown in Appendix D. For convenience, a water quality summary is included below:

Control Objective	Regulatory Target	Performance	Compliant?
Infiltration Volume Retention	≥ 90 %	92 %	Yes
Total Suspended Solids (TSS) Removal	≥ 80 %	99 %	Yes
Total Phosphorus (TP) Removal	≥ 30 %	96 %	Yes

Notes:

- "Modeled Performance" based on P-8 output (see Appendix D).
- Infiltration retention reflects post-development volume infiltrated vs. pre-development infiltration.
- This demonstrates the swale/biofiltered forebay → infiltration basin process meets both volume and pollutant-removal goals.
- Swale + biofiltered forebay remove coarse sediment and debris.
- Infiltration basin provides secondary settling and soil adsorption of fine particles, nutrients, and metals.
- Pretreatment and infiltration complies with NR 151.125 (protects groundwater by filtering solids and isolating high-concentration sources).

8. Erosion Controls

The Wisconsin DNR requires that all construction sites must lose less than 5 tons per acre of sediment during the construction of the project. The DNR Soil Loss & Sediment Discharge Calculation Tool version 2.0 was used to determine the construction site sediment discharge. The calculations show that with no controls in place, the soil loss is 3.7 tons/acre and the sediment discharge is 3.8 tons/acre. This meets the DNR requirements. Calculations can be found in Appendix E.

During construction of the subdivision, effective erosion and sediment control practices will be implemented to protect neighboring properties and waterways from sedimentation. The project will disturb approximately 5-acres of land, which exceeds the 1-acre threshold requiring a permit. A detailed Erosion Control Plan can be found in Appendix A. The controls will be in place before land disturbance and maintained until final stabilization, per WDNR technical standards (1057/1053/1062/1056) and local Hartland requirements:

- Perimeter Sediment Barriers: Install silt fence or heavy-duty erosion log barriers downslope of all disturbed areas to intercept and trap sediment from sheet flow. These barriers will be in place before land-disturbing activities begin and will be maintained until vegetation is established.
- Stabilized Construction Entrance: Provide a tracked stone construction entrance (tracking pad) at the entrance to the site (e.g., where construction traffic exits to a public road). The pad will consist of large aggregate underlain by geotextile, designed to remove mud from vehicle tires and prevent soil tracking onto roadways.
- Inlet Protection: Any new or existing storm sewer inlets will be protected with geotextile fabric drop-in filters or rock baskets. This prevents sediment from entering the storm sewer system during construction.
- Runoff Diversion and Flow Control: As needed, temporary swales or berms will divert upland runoff around disturbed areas. Check dams (e.g., straw wattles or rock checks) may be placed in long swales to slow down flow and encourage sediment settling on-site.
- Soil Stockpile Management: Topsoil or fill stockpiles will be kept away from downslopes and protected with silt fence or covered with tarps. If they will be inactive for more than a week, they will be temporarily seeded to minimize erosion.
- Temporary Stabilization: Exposed soils will be stabilized with straw mulch and/or temporary seed if they are not worked for 14 days or more. After final grading, all disturbed areas will be promptly landscaped or seeded with grass and covered with mulch or erosion control matting on steeper slopes to establish vegetative cover.
- Construction Sequencing: Land-disturbing activities will be phased when possible. The stormwater basins will ideally be rough graded first and used as a temporary sediment trap/basin during construction to catch runoff sediment. The permanent basin outlet may be installed with a temporary weir or filter to function in this interim sediment control role.

Below is a phased schedule for the 5-acre subdivision, showing key earthwork and erosion-control tasks. All perimeter controls, stabilized entrances, inlet protection, and diversion measures must be installed before any land disturbance. Weekly inspections and maintenance run continuously through final stabilization.

Construction Schedule and Erosion Control Implementation

Task Description	Duration (weeks)	Timeline	Erosion Control Measures
Mobilization & Control Installation	1	9/8/25 - 9/15/25	• Install perimeter silt fence/log barriers • Construct stabilized stone entrance • Protect inlets with filters/baskets • Install temporary diversions/check dams
Rough Grading & Basin Excavation	3	9/15/25 - 9/29/25	• Stockpile management with silt fence/tarps • Phase grading to limit disturbed area • Use basin excavation spoil as temporary sediment trap
Storm Sewer & Utility Installation	4	9/22/25 - 10/13/25	• Inlet protection on each pipe connection • Maintain diversion swales around work • Inspect and repair controls weekly
Fine Grading of Lots, Roads & Swales	4	10/6/25 - 10/27/25	• Temporary seeding/mulch within 14 days on inactive plots • Check dams in long swales • Monitor stockpiles and repair silt fence
Biofiltered Forebay & Infiltration Basin Construction	2	10/20/25 - 10/27/25	• Install engineered soil media and underdrain • Construct overflow weirs with riprap aprons • Maintain forebay access for sediment removal
Temporary Stabilization & Interim Seeding	2	11/3/25 - 11/10/25	• Straw mulch or erosion control mat on slopes • Temporary seed stockpiles if idle >7 days • Weekly inspection and repair
Final Grading, Permanent Seeding & Demobilization	2	11/17/25 - 11/24/25	• Final seed and mulch all disturbed areas (Std 1058/1059) • Remove temporary controls as vegetation establishes • Leave construction entrance until site clean
Ongoing	12	9/8/25 - 11/24/25	• Weekly and post-storm (≥0.5″) inspections • Maintain logs per NR 216 NOI requirements • Immediate repair of failed controls

Notes:

- If any area will remain undisturbed for >14 days, temporary stabilization (mulch or seed) must be applied within 7 days of last disturbance.
- The rough-graded infiltration basin limits downstream sediment by serving as a temporary sediment trap until final outlet structure is installed.
- All embankments and slopes shall conform to WDNR Standard 1003 and local embankment standards (4:1 side slopes maximum).
- Contractor inspection reports shall be logged on the State Construction Site Inspection form (Appendix G).

9. Maintenance

Responsibilities

- Owner: Long-term maintenance of all post-construction BMPs per the recorded Stormwater Maintenance Agreement (Appendix F).
- Contractor: Construction-phase inspections and repairs of erosion and sediment controls until final stabilization and Notice of Termination (NOT) is issued by WDNR.

Short-Term (Construction-Phase) O&M

The Contractor shall:

- Conduct weekly inspections of all erosion and sediment controls.
- Inspect controls within 24 hours after any rainfall ≥ 0.5 inches that produces runoff.
- Document each inspection on the State of Wisconsin Construction Site Inspection Report (Appendix G), including:
  - Date, time, and exact location
  - Inspector's name
  - Condition of controls
  - Maintenance or repairs performed
  - Current phase of construction
- Make repairs immediately to maintain effectiveness until permanent vegetation.

Long-Term (Post-Construction) O&M

Maintenance tasks are organized by BMP type. All work shall follow WDNR Technical Standards and the Maintenance Agreement (Appendix F).

Swale

- Mow twice per year (spring/fall) to maintain and remove encroaching vegetation.
- Remove debris and sediment buildup annually or after major storms.
- Inspect vegetation cover and reseed bare areas per WDNR Std 1059.

Biofiltered Forebay

- Access via 12-ft wide mown corridor; inspect quarterly.
- Remove accumulated sediment and replace media if depth exceeds 6 inches.
- Check and clean perforated underdrain pipe and fabric for clogging; flush as needed.
- Inspect and repair forebay embankment (4:1 side slopes) and riprap spillway annually.

Infiltration Pond

- Maintain the 12-ft maintenance access to the pond floor; mow and inspect semi-annually.
- Inspect inlet and outlet quarterly; remove sediment to restore 10% WQv capacity.
- Check for signs of surface clogging; scarify or aerate if infiltration drops below 0.5 in/hr.
- Inspect overflow weir annually; clear obstructions to maintain 1 ft freeboard.
- Repair eroded embankments immediately; recompact and reseed per WDNR Std 1003.

All long-term maintenance activities and logs shall be the Owner's responsibility, with records kept on site and available to the Village upon request. The following shall be utilized for pretreatment construction:

Planting Schedule & Maintenance

Activity	Timing	Notes
Final grading and media installation	Weeks 7–8	Compact subgrade, verify elevations (+6-inch media thickness)
Soil media blend placement	Week 8	Blend on-site or deliver pre-mixed
Mulch installation	Immediately after planting	Use shredded hardwood, avoid over-application (< 2 inch)
Plant installation	Early Spring (Apr–May) or Late Fall (Sep–Oct)	Plant plugs/small-pots; water-in thoroughly
Monthly inspections (Year 1)	May–Oct	Check for settling, replace failed plants, weed control
Seasonal weeding and mulching (Years 2–5)	Spring & Fall	Replenish 1-inch mulch; remove woody volunteers
Perennial replanting (as needed)	Year 2 Spring	Replace > 20 % mortality
Underdrain & inlet/outlet inspection	Quarterly	Clear debris from sock, flush if clogged
Vegetation pruning (dead stalk removal)	Late Winter	Prevent debris buildup in spring runoff
Long-term monitoring report	Annual (January)	Summarize infiltration rate, plant health, sediment accumulation

10. Conclusions

In summary, the final design meets Hartland's ordinance and Wisconsin DNR standards for post-construction stormwater management. It provides the required water quality treatment (infiltrating the target runoff volume and achieving high TSS and TP removal) and controls peak discharges. Key standards are satisfied as follows:

Stormwater Management Compliance Summary

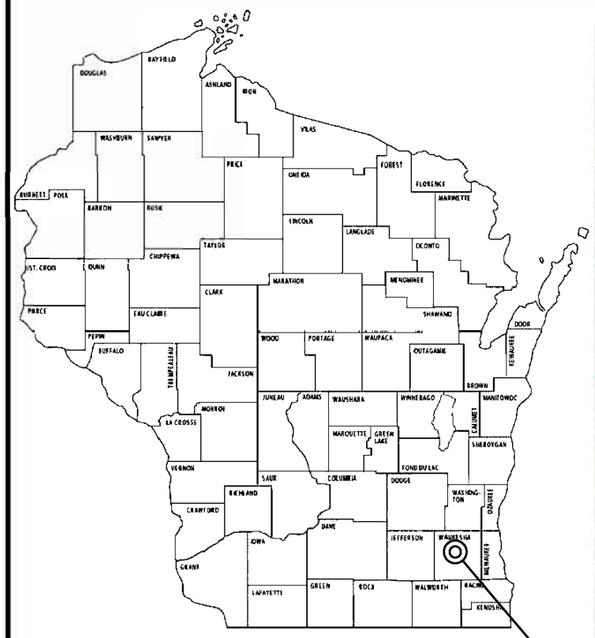
Requirement	Regulatory Standard	Final Design Performance	Compliant?
Peak Discharge – 100-year control (Village Ordinance)	Post-dev 100-yr peak ≤ Pre-dev 10-yr peak	100-yr post = 0.0 cfs, 10-yr pre = 3.5 cfs (0.0<3.5)	Yes
Peak Discharge – 10-year control (Village Ordinance)	Post-dev 10-yr peak ≤ Pre-dev 2-yr peak	10-yr post = 0.0 cfs, 2-yr pre = 0.3 cfs (0.0 < 0.3)	Yes
Water Quality – TSS Reduction (NR 151 & Village)	≥ 80% TSS removal	99.7% TSS removal	Yes
Water Quality – Phosphorus Reduction (Village)	≥ 30% TP reduction	97.9% TP removal	Yes
Infiltration Volume (Village)	Retain ≥ 90% of pre-dev infiltration volume on-site; drawdown in ≤ 72 hrs.	99% of pre-dev infiltration volume retained – Basin infiltrates water quality volume (draws down ~24 hrs).	Yes
Infiltration Basin Ponding Depth (WDNR Std. 1003)	Max 24 inches for effective infiltration storage	Basin infiltration depth = 24″ for design storm (meets). Note: Frozen 100-yr storm causes 39″ temporary depth	To Maximum Extent
Pretreatment for Infiltration (NR 151 & Tech. Std.)	Required for runoff from parking & roads (e.g. 80% TSS removal prior to infiltration)	Provided – Biofiltration forebay treats all paved area runoff from Eagle (engineered soil filter); vegetated swale pretreats other areas.	Yes
Protective Area (NR 151)	50 ft buffer from navigable water / wetland (if present)	Not applicable – No surface water resources on or adjacent to site. All infiltration facilities >50 ft from any wetland or stream.	N/A
Facility Side Slopes (Village & WDNR Std.)	4:1 or flatter side slopes for basins and swales	Designed – Basin interior and exterior slopes = 4:1; swale side slopes 4:1, ensuring stability and safety.	Yes
Maintenance Plan (Village & WDNR)	O&M plan needed; Ensure quarterly inspections & upkeep	O&M Plan prepared - Provides schedule of inspections (quarterly) and maintenance tasks per WDNR guidance.	Yes

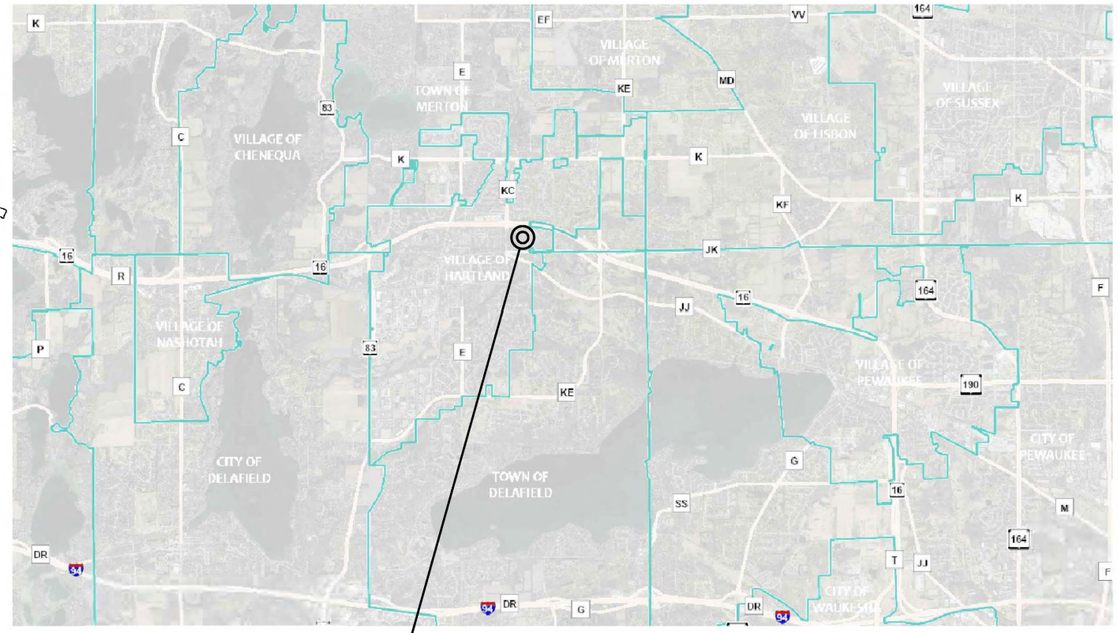
Therefore, aside from the minor 100-yr exceedance which is mitigated by the overflow design, all standards are met or exceeded. The infiltration basin, combined with pretreatment, provides effective water quality treatment and flood protection. This meets both the Village of Hartland stormwater requirements and the Wisconsin DNR Stormwater Technical Standards. The detailed calculations and model outputs confirm that no downstream flooding will occur and that water will be returned to groundwater as required. The system is robust and will function as intended for both routine and extreme storms. The storm sewer structures and piping were sized according to the 25 year storm. The design details and calculations can be found in Appendix C.

APPENDIX A – CONSTRUCTION PLANS

HARTLAND SUBDIVISION DEVELOPMENT

VILLAGE OF HARTLAND, WISCONSIN





SHEET No.	SHEET NAME
TP 1. 0	TITLE PAGE
TP 1. 1	NOTES, ABBREVIATIONS, LEGEND
PL 1. 0	SUBDIVISION PLAT
C 1. 0	EXISTING SITE
C 2. 0	GRADING PLAN
C 3. 0	BADGER DRIVE PLAN & PROFILE
C 3. 1	EAGLE PASS PLAN & PROFILE
C 3. 2	POND & HYDRAULIC SECTION
C 3.3	DRAINAGE PLAN
C 3. 4	OUTLOT PLAN & PROFILE
C 3. 5	SWALE PLAN & PROFILE
C 4. 0	EROSION CONTROL PLAN
C 4. 1	LANDSCAPE PLAN
C 5.0	CUL-DE-SAC GRADING PLAN
D 1. 0	GENERAL DETAILS
D 2. 0	WATER MAIN DETAILS
D 3. 0	SANITARY SEWER DETAILS
D 3. 1	SANITARY SEWER DETAILS
D 4. 0	STORM SEWER DETAILS
D 5. 0	EROSION CONTROL DETAILS
D 5. 1	EROSION CONTROL DETAILS
D 5. 2	EROSION CONTROL DETAILS

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(414)651-0490

ELECTRIC& GAS:
WE ENERGIES
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MILWAUKEE, WI 53203
contactwe@mail.we-energies.com
(800)242-9137

APPLICABLE LOCAL CODES:
ZONING ORDINANCE, CHAPTER 46
LAND DIVISION, CHAPTER 50
STORM & EROSION, CHAPTER 76
UTILITIES, CHAPTER 86

APPLICABLE CODES:
WISCONSIN DNR:
WATER, NR 811
SEWER, NR 110
RUNOFF, NR 151
STORMWATER, NR 216

MUNICIPAL INFORMATION:
210 COTTONWOOD AVE
HARTLAND, WI 53029
CLERK, (262)367-2714
DPW, (262)367-2714
WATER & SEWER, (262)367-2714

ROTH PROFESSIONAL SOLUTIONS

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TITLE SHEET
HARTLAND SUBDIVISION
DEVELOPMENT
VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

N
W E
S

PROJECT NO:	2025-106 (A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	TP 1.0

GENERAL NOTES:

1. OWNER/CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY AND SAFETY COMPLIANCE.

2. CONSIDER ALL EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS AS APPROXIMATE AND NOT NECESSARILY COMPLETE. THE CONTRACTOR SHALL OBTAIN UTILITY LOCATES AT LEAST 24 HOURS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO VERIFY EXACT LOCATIONS OF ALL BURIED UTILITIES. PROTECT AND RESTORE ALL UTILITIES TO THE UTILITY OWNERS SATISFACTION. CONTACT THE APPROPRIATE UTILITY FOR A FIELD LOCATION PRIOR TO STARTING ANY CONSTRUCTION (1-800-242-8511).

3. WORK LIMITS ARE IDENTIFIED AS THE OUTER PROPERTY BOUNDARY. NOTIFY THE OWNER OR ENGINEER 24 HOURS PRIOR TO DISTURBING ANY AREA OUTSIDE THE CONSTRUCTION LIMITS. DAMAGE OR DISTURBANCE OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE REPAIRED INKIND.

4. ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.

5. THE OWNER/GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTIONS OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OF DISCREPANCY BETWEEN THESE PLANS AND/OR PLANS PREPARED BY OTHERS. IF ANY ERRORS, DISCORDANCES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER OR ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.

6. THE CONTRACTOR SHALL MAINTAIN A PEDESTRIAN FENCE AROUND ALL SIGNIFICANT EXCAVATION TO BE LEFT OPEN DURING WORK OR OVERNIGHT

ABBREVIATIONS

AC	ASPHALT CONCRETE
BLDG	BUILDING
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DPW	DEPARTMENT OF PUBLIC WORKS
DIA.	DIAMETER
DI	DUCTILE IRON PIPE
E	EAST
EA.	EACH
ELEV.	ELEVATION
ESMT.	EASEMENT
EX	EXISTING
EOP	EDGE OF PAVEMENT
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE
GAL.	GALLON
GV/VB	GATE VALVE/VALVE BOX
HORZ.	HORIZONTAL
INV.	INVERT
L	LENGTH
L.F.	LINEAR FEET
MBW	MODULAR BLOCK WALL
MAX.	MAXIMUM
MIN.	MINIMUM
N	NORTH
A.A.A.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
OHE	OVERHEAD ELECTRIC
R	RADIUS
RMV	REMOVE
S	SOUTH
SB	SOIL BORING
SCH	SCHEDULE
SHT.	SHEET
SS	STAINLESS STEEL
S.M.D.	STANDARD MAXIMUM DENSITY
STA.	STATION
SVC	SERVICE
TC	TOP CONCRETE OR CURB
TH	TEST HOLE
TP	TOP OF PAVEMENT
TSW	TOP OF SIDEWALK
TYP.	TYPICAL
U.G.	UNDERGROUND
VERT.	VERTICAL
w/	WITH
w	Water
W	WEST
WV	WATER VALVE

LEGEND

- YARD PUMP
- GAS VALVE
- WATER VALVE
- LIGHT POLE
- SIGN
- TELEPHONE PEDESTAL
- TEST HOLE
- EXISTING MANHOLE
- PROPOSED MANHOLE
- POLE
- GUY WIRE
- WATER HYDRANT
- WATER BOX
- DECIDUOUS TREES
- CONIFEROUS TREES
- CONCRETE SURFACE
- GRAVEL SURFACE
- ASPHALT SURFACE
- POND
- SAND/BEACH
- BUFFER
- RV SITES 12-18 PAVING
- DRAINFIELD
- WETLAND
- DRAINAGE DIRECTION
- TRAFFIC FLOW

- EXISTING FENCE
- PROPOSED FENCE
- SILT FENCE
- SILT LOG
- WATER LINE
- GAS LINE
- FORCE MAIN
- SANITARY SEWER
- STORM SEWER
- TELEPHONE LINE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- FIBER OPTICS
- GRADING LIMITS
- GUARD RAIL
- TAX PARCEL LINES
- COMMUNICATION LINE

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NOTES, ABBREVIATIONS, LEGEND

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

PROJECT NO:	2025-106 (A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	TP 1.1

CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
FAX (414) 443-1317
www.cj-engineering.com

CSE
CAPITOL SURVEY ENTERPRISES
2015 LA CHANDELLE CT.
BROOKFIELD, WI 53045
PH:(262) 786-6600
FAX: (414) 786-6608
WWW.CAPITOLSURVEY.COM

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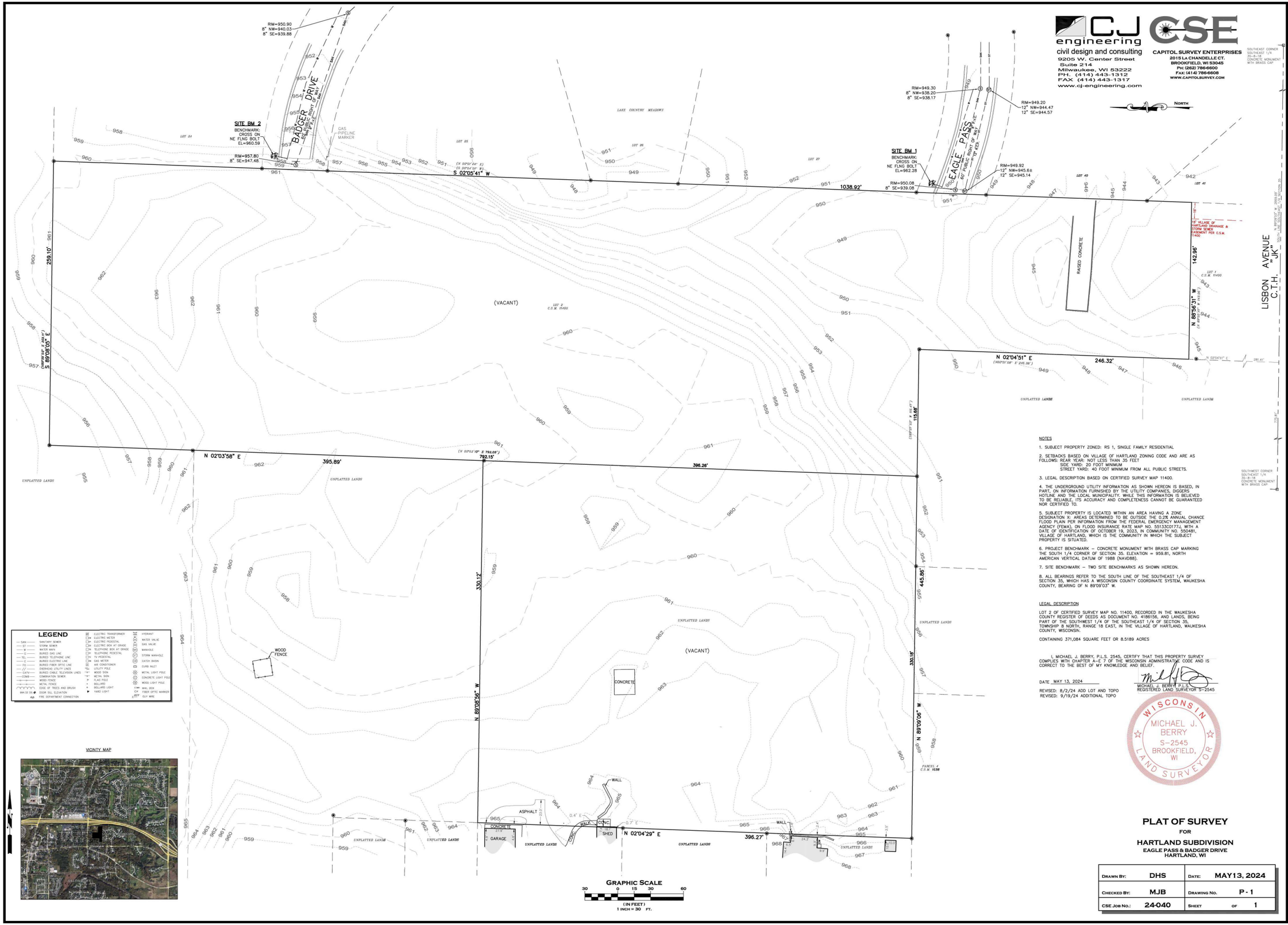
EXISTING SITE SURVEY SUMMARY

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025



LEGEND

SAN	SANITARY SEWER	ELECTRIC TRANSFORMER	HYDRANT
ST	STORM SEWER	ELECTRIC METER	WATER VALVE
W	WATER MAIN	ELECTRIC PEDESTAL	GAS VALVE
G	BURIED GAS LINE	ELECTRIC BOX AT GRADE	MANHOLE
TEL	BURIED TELEPHONE LINE	TELEPHONE BOX AT GRADE	STORM MANHOLE
E	BURIED ELECTRIC LINE	TELEPHONE PEDESTAL	CATCH BASIN
FO	BURIED FIBER OPTIC LINE	TV PEDESTAL	CURB INLET
OHP	OVERHEAD UTILITY LINES	GAS METER	METAL LIGHT POLE
CATV	BURIED CABLE TELEVISION LINES	AIR CONDITIONER	CONCRETE LIGHT POLE
COMB	COMBINATION SEWER	UTILITY POLE	WOOD LIGHT POLE
	WOOD FENCE	WOOD SIGN	WALL BOX
	METAL FENCE	METAL SIGN	FIBER OPTIC MARKER
	EDGE OF TREES AND BRUSH	FLAG POLE	GUY WIRE
964.22 SS ◆	DOOR SILL ELEVATION	BOLLARD	
FDC	FIRE DEPARTMENT CONNECTION	BOLLARD LIGHT	
		YARD LIGHT	

VICINITY MAP

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NOTES

1. SUBJECT PROPERTY ZONED: RS 1, SINGLE FAMILY RESIDENTIAL

2. SETBACKS BASED ON VILLAGE OF HARTLAND ZONING CODE AND ARE AS FOLLOWS: REAR YEAR: NOT LESS THAN 35 FEET
SIDE YARD: 20 FOOT MINIMUM
STREET YARD: 40 FOOT MINIMUM FROM ALL PUBLIC STREETS.

3. LEGAL DESCRIPTION BASED ON CERTIFIED SURVEY MAP 11400.

4. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, ON INFORMATION FURNISHED BY THE UTILITY COMPANIES, DIGGERS HOTLINE AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

5. SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55133C0177J, WITH A DATE OF IDENTIFICATION OF OCTOBER 19, 2023, IN COMMUNITY NO. 550481, VILLAGE OF HARTLAND, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.

6. PROJECT BENCHMARK – CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 35. ELEVATION = 959.81, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

7. SITE BENCHMARK – TWO SITE BENCHMARKS AS SHOWN HEREON.

8. ALL BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 35, WHICH HAS A WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY, BEARING OF N 89°09'03" W.

LEGAL DESCRIPTION

LOT 2 OF CERTIFIED SURVEY MAP NO. 11400, RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 4186156, AND LANDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

CONTAINING 371,084 SQUARE FEET OR 8.5189 ACRES

I, MICHAEL J. BERRY, P.L.S. 2545, CERTIFY THAT THIS PROPERTY SURVEY COMPLIES WITH CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE MAY 13, 2024

MICHAEL J. BERRY P.L.S.
REGISTERED LAND SURVEYOR S-2545

REVISED: 8/2/24 ADD LOT AND TOPO
REVISED: 9/19/24 ADDITIONAL TOPO

WISCONSIN
MICHAEL J. BERRY
S-2545
BROOKFIELD, WI
LAND SURVEYOR

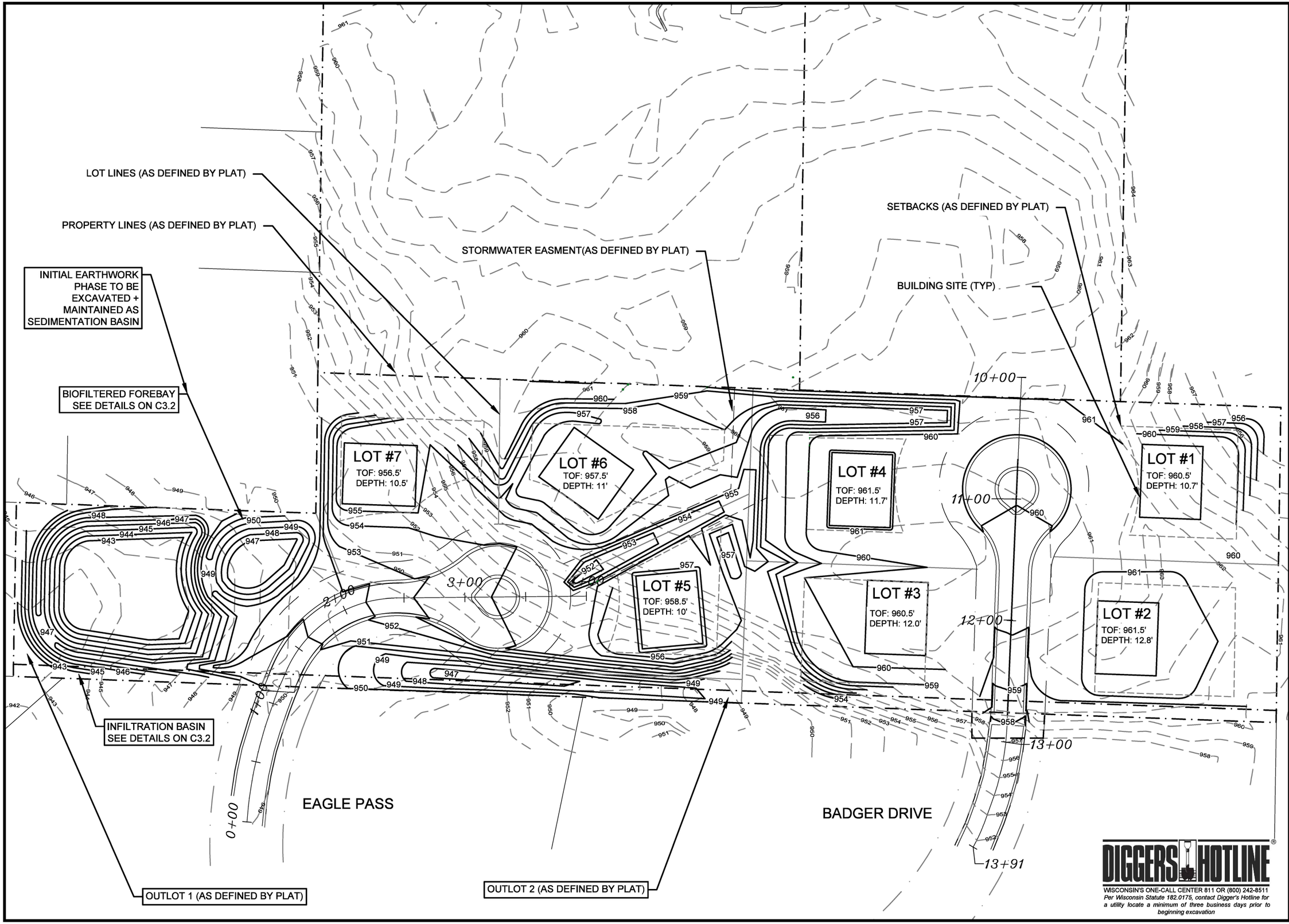
PLAT OF SURVEY

FOR

HARTLAND SUBDIVISION
EAGLE PASS & BADGER DRIVE
HARTLAND, WI

DRAWN BY:	DHS	DATE:	MAY13, 2024
CHECKED BY:	MJB	DRAWING No.	P - 1
CSE JOB No.:	24-040	SHEET	1 OF 1

PROJECT NO:	2025-106(A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	C 1.0



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GRADING PLAN

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

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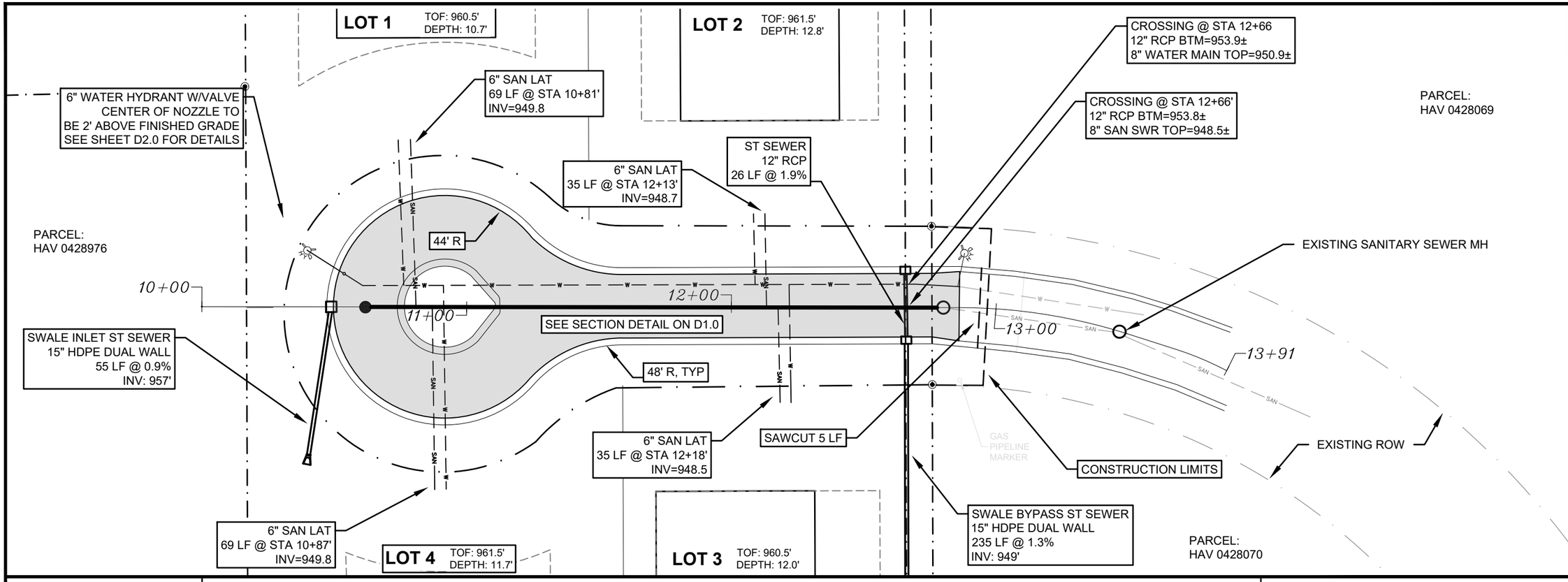
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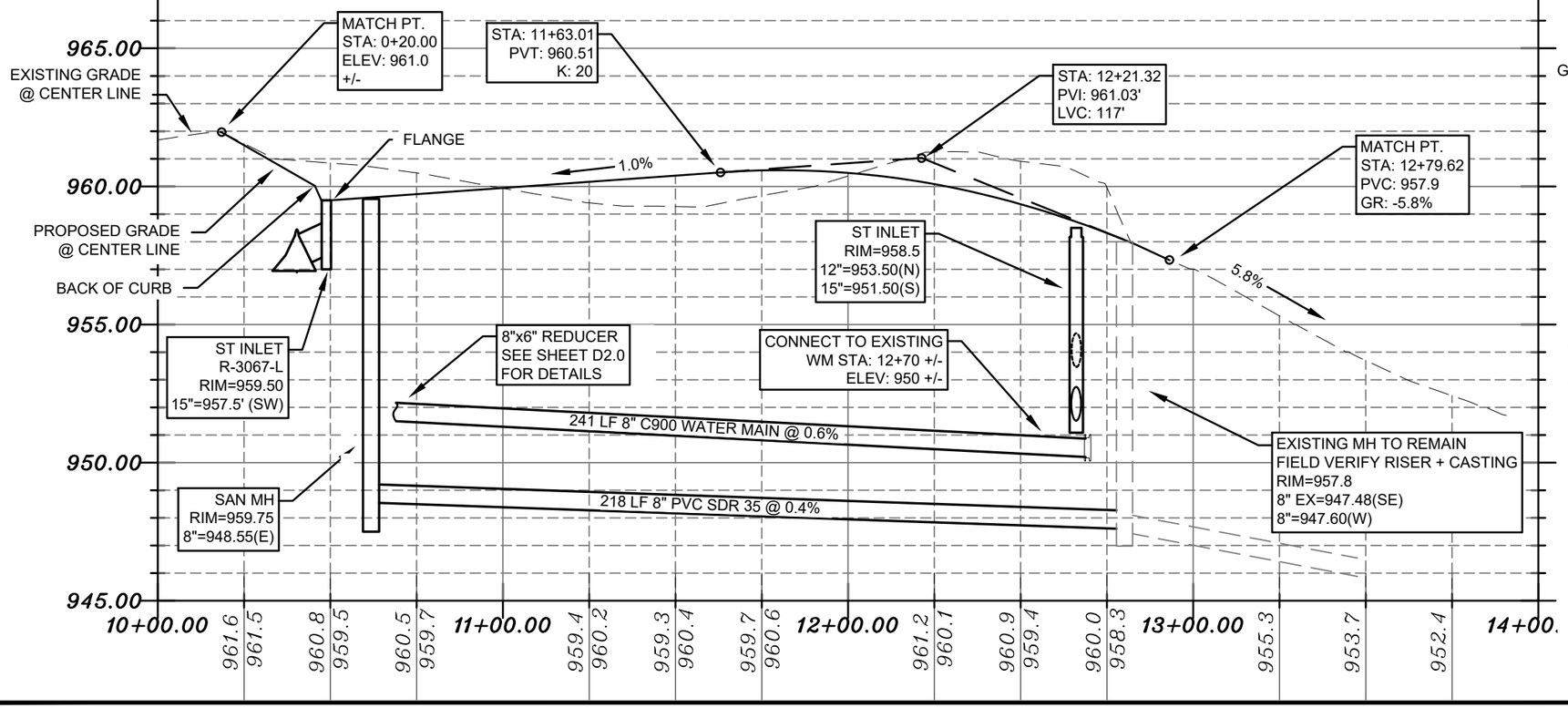
SCALE: 1" = 70' FEET
(PRINTED AT 11"x 17")

PROJECT NO:	2025-106(A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	C 2.0

DIGGERS HOTLINE®

WISCONSIN'S ONE-CALL CENTER 811 OR (800) 242-8511
Per Wisconsin Statute 182.0175, contact Digger's Hotline for a utility locate a minimum of three business days prior to beginning excavation





GENERAL NOTES:

1. MARK ALL SANITARY LATERAL WITH 2X4 POST EXTENDED ABOVE GRADE MIN OF 2'. PAINT GREEN
2. MARK ALL WATER LATERALS WITH 2X4 POST EXTENDED ABOVE GRADE MIN OF 2'. PAINT BLUE.
3. PROVIDE STEEL POST TO MARK END OF BOTH THE WATER MAIN AND THE SANITARY SEWER MAIN. INSTALL AT GRADE.
4. INSTALL 1-1/4" CURB STOP AT R/W LINE FOR EACH WATER LATERAL. PROVIDE 10' STUB BEYOND THE CURB STOP.
5. PROVIDE AN ALIGNMENT SADDLE FOR ALL VALVE BOX RISERS.
6. CONTRACTOR TO VERIFY SANITARY INVERT AT TIE IN LOCATION.
7. ALL INLETS WILL INCLUDE A 2' SUMP
8. ALL PIPING OUTSIDE OF ROAD FOOTPRINT WILL BE PRIVATELY OWNED
9. WATER AND SANITARY MAIN TO INCLUDE 8' MIN HORIZONTAL SEPARATION

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BADGER DRIVE PLAN & PROFILE

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

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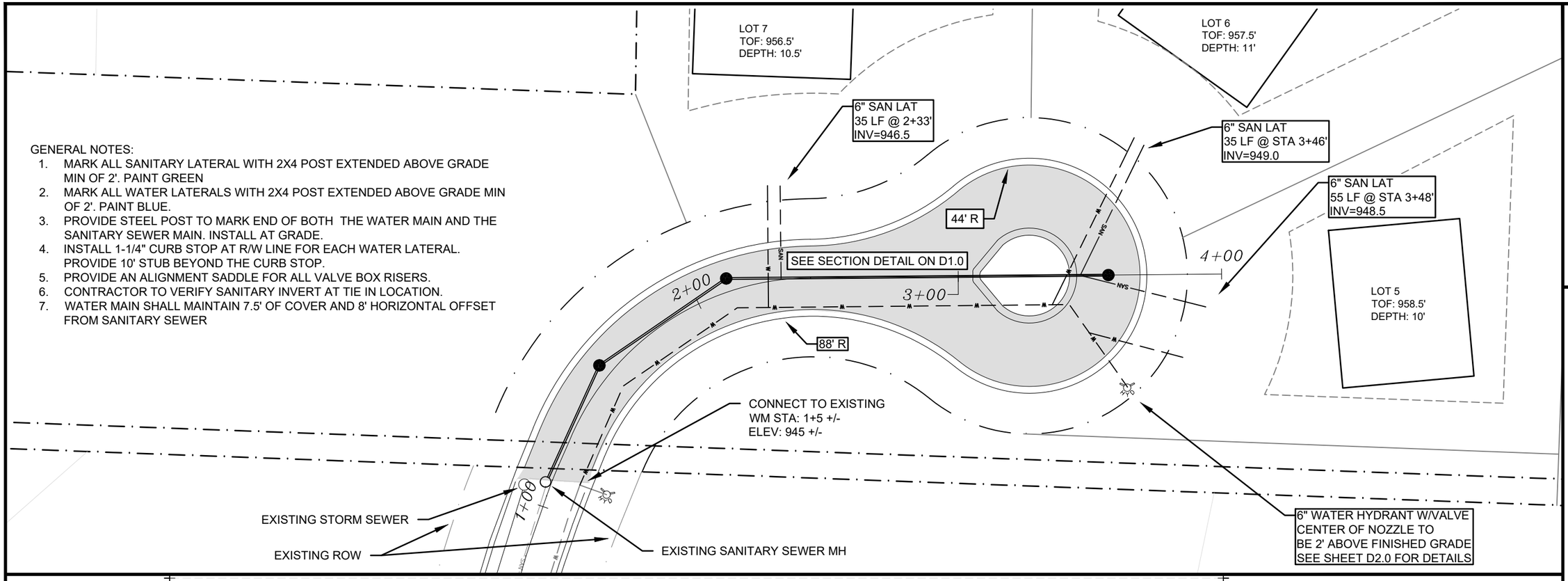
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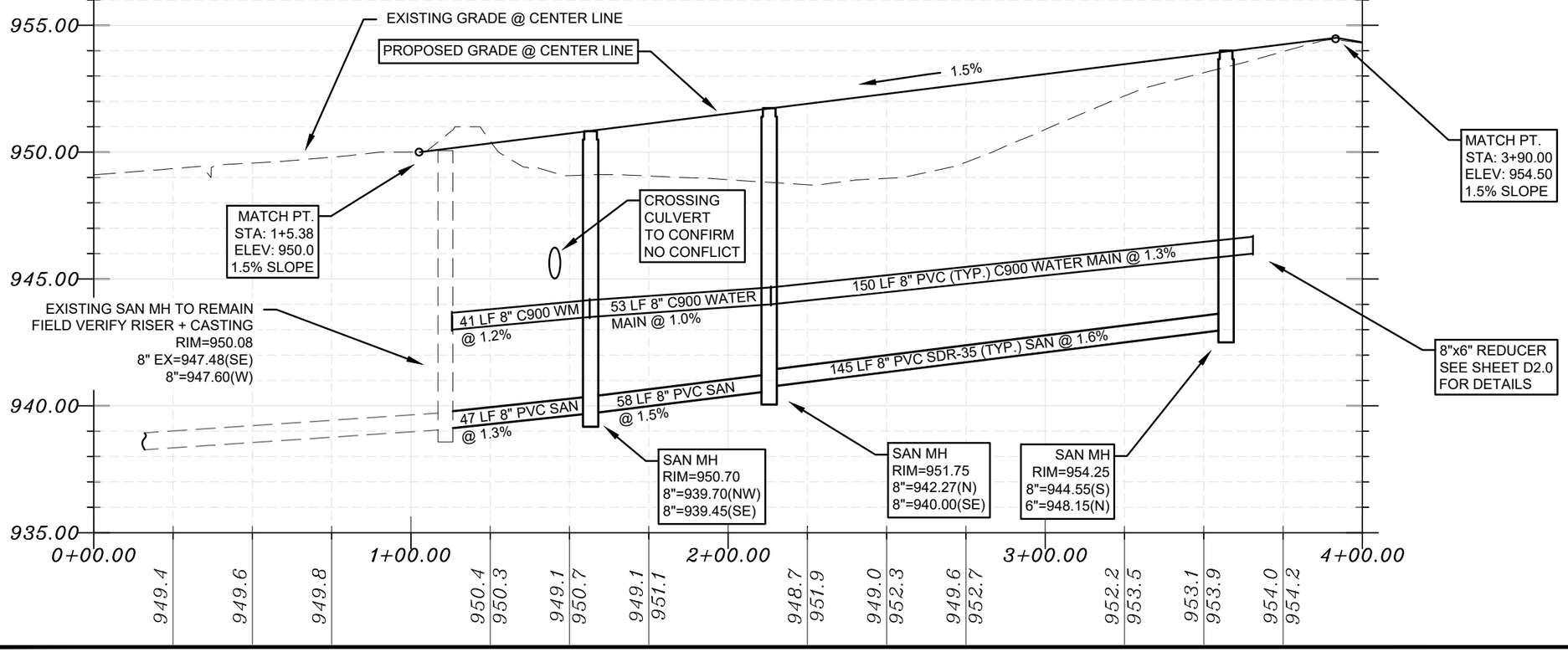
SCALE: 1" = 40' FEET
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PROJECT NO:	2025-106(A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	C 3.0

GENERAL NOTES:

1. MARK ALL SANITARY LATERAL WITH 2X4 POST EXTENDED ABOVE GRADE MIN OF 2'. PAINT GREEN
2. MARK ALL WATER LATERALS WITH 2X4 POST EXTENDED ABOVE GRADE MIN OF 2'. PAINT BLUE.
3. PROVIDE STEEL POST TO MARK END OF BOTH THE WATER MAIN AND THE SANITARY SEWER MAIN. INSTALL AT GRADE.
4. INSTALL 1-1/4" CURB STOP AT R/W LINE FOR EACH WATER LATERAL. PROVIDE 10' STUB BEYOND THE CURB STOP.
5. PROVIDE AN ALIGNMENT SADDLE FOR ALL VALVE BOX RISERS.
6. CONTRACTOR TO VERIFY SANITARY INVERT AT TIE IN LOCATION.
7. WATER MAIN SHALL MAINTAIN 7.5' OF COVER AND 8' HORIZONTAL OFFSET FROM SANITARY SEWER





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EAGLE PASS PLAT & PROFILE

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

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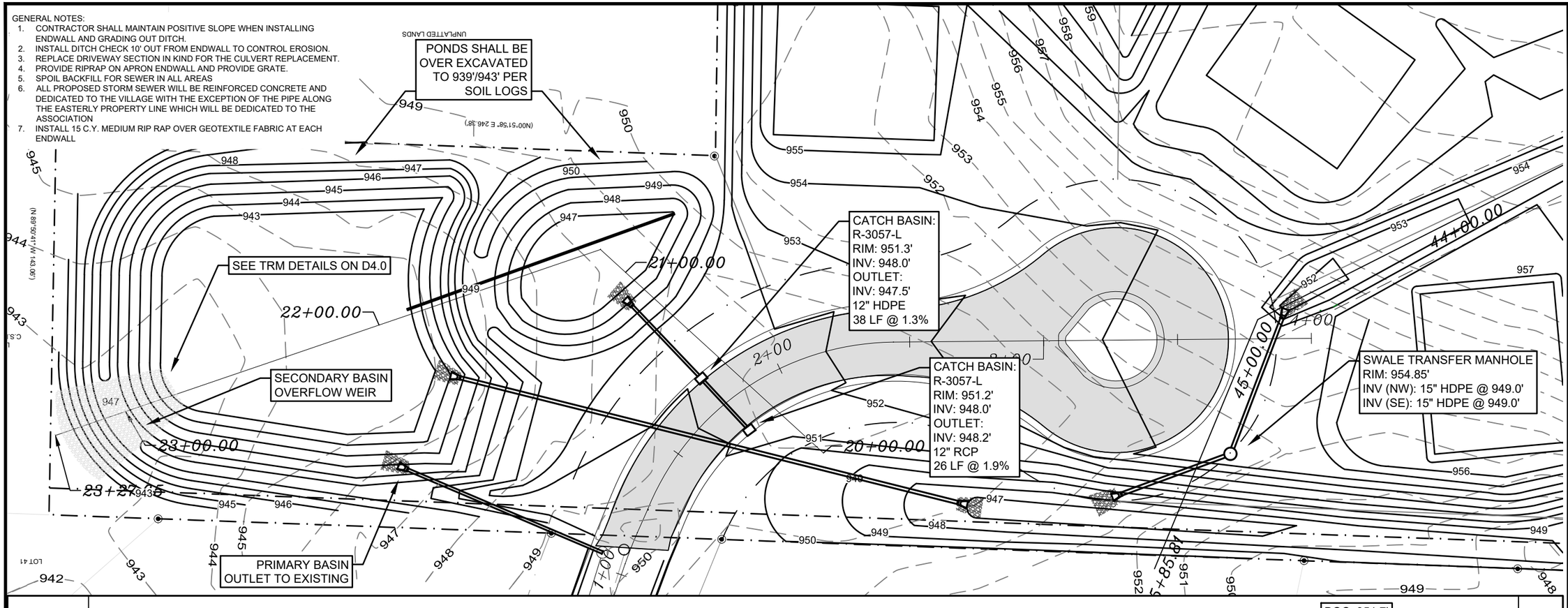
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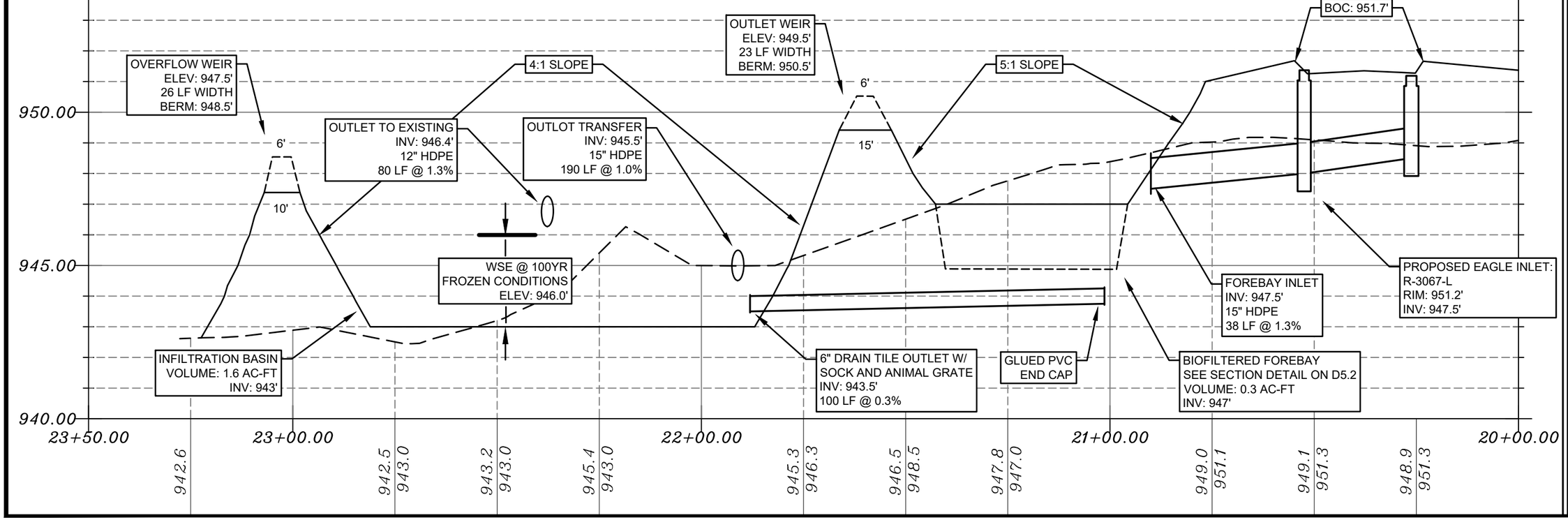
SCALE: 1" = 40' FEET
(PRINTED AT 11"x 17")

PROJECT NO:	2025-106(A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	C 3.1

GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN POSITIVE SLOPE WHEN INSTALLING ENDWALL AND GRADING OUT DITCH.
2. INSTALL DITCH CHECK 10' OUT FROM ENDWALL TO CONTROL EROSION.
3. REPLACE DRIVEWAY SECTION IN KIND FOR THE CULVERT REPLACEMENT.
4. PROVIDE RIPRAP ON APRON ENDWALL AND PROVIDE GRATE.
5. SPOIL BACKFILL FOR SEWER IN ALL AREAS
6. ALL PROPOSED STORM SEWER WILL BE REINFORCED CONCRETE AND DEDICATED TO THE VILLAGE WITH THE EXCEPTION OF THE PIPE ALONG THE EASTERLY PROPERTY LINE WHICH WILL BE DEDICATED TO THE ASSOCIATION
7. INSTALL 15 C.Y. MEDIUM RIP RAP OVER GEOTEXTILE FABRIC AT EACH ENDWALL





POND & HYDRAULIC SECTION

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

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PROJECT NO:	2025-106(A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	C 3.2

PRE SITE CONDITIONS
TOTAL AREA: 5.1 AC
TOTAL TIME: 7.7 MIN
HSG B, WOODS: 55 CN

SOUTH EAGLE PASS
TOTAL AREA: 1.6 AC
TOTAL TIME: 12.1 MIN
HSG B, WEIGHTED: 66 CN

RESIDENTIAL AND OFFSITE AREAS
TOTAL AREA: 3.8 AC
TOTAL TIME: 9.9 MIN
HSG B, OPEN GRASS: 61 CN

WEST BADGER DRIVE
TOTAL AREA: 1.4 AC
TOTAL TIME: 11.6 MIN
HSG B, WEIGHTED: 64 CN

INFILTRATION BASIN
TOTAL AREA: 0.4 AC
TOTAL TIME: 6 MIN
HSG B, OPEN GRASS: 61 CN

BIOFILTERED FOREBAY
SEE DETAILS ON C3.4

LOT #7
LOT #6
LOT #5
LOT #4
LOT #3
LOT #2
LOT #1

FFE=955.5
FFE=957.5
FFE=958.0
FFE=961.5
FFE=960.5
FFE=960.5
FFE=960.5

0+00
1+00
2+00
3+00
10+00
11+00
12+00
13+00
13+91

SWALE DISCHARGE

EXISTING EAGLE STORM SEWER DISCHARGE

SITE DISCHARGE

EAGLE PASS

INFILTRATION BASIN
SEE DETAILS ON C3.4

BADGER DRIVE

EAST BADGER DRIVE
TOTAL AREA: 0.3 AC
TOTAL TIME: 11.6 MIN
HSG B, WEIGHTED: 80 CN

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DRAINAGE PLAN

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

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SCALE: 1" = 80' FEET
(PRINTED AT 11"x 17")

PROJECT NO:	2025-106(A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	C 3.3

SWALE TRANSFER STORM SEWER #1
15" HDPE
INV = 949.0
54LF @ 5.5%

EAGLE PASS

EAST BADGER STORM SEWER
12" RCP
INV = 953.5
26LF @ 1.9%

OUTLOT TRANSFER STORM SEWER
15" HDPE
INV = 944.5
190LF @ 1.0%

SWALE TRANSFER STORM SEWER #2
15" HDPE
INV = 948.0
44LF @ 2.3%

SWALE BYPASS STORM SEWER
15" HDPE
INV = 948.5
220LF @ 1.4%

BADGER DRIVE

SEE ENDWALL DETAILS ON SHEET D5.2

OUTLOT TRANSFER INLET
SEE DETAILS ON D5.2
RIP RAP
INV=946.50

SWALE BYPASS OUTLET
SEE DETAILS ON D5.2
RIP RAP
INV=948.50

SOUTH BADGER INLET
R-3067-L
RIM=959.50
15"=951.50(S)

NORTH BADGER INLET
R-3067-L
RIM=959.50
12"=954.00(S)

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OUTLOT 2 PLAN

HARTLAND SUBDIVISION

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(PRINTED AT 11"x 17")

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DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	C 3.4

SWALE TRANSFER STORM SEWER #1
15" HDPE
INV = 949.0
54LF @ 5.5%

SWALE TRANSFER STORM SEWER #2
15" HDPE
INV = 948.0
44LF @ 2.3%

OUTLOT TRANSFER STORM SEWER
15" HDPE
INV = 944.5
190LF @ 1.0%

SWALE INLET STORM SEWER
15" HDPE
INV = 947.0
55LF @ 0.9%

SWALE BYPASS STORM SEWER
15" HDPE
INV = 958.5
220LF @ 1.4%

EAST BADGER STORM SEWER
12" RCP
INV = 953.5
26LF @ 1.9%

43+00.00
44+00.00
45+00.00
45+85.81
41+00.00
40+00.00

BADGER DRIVE

EAGLE PASS

SWALE TRANSFER INLET
SEE DETAILS ON D5.2
RIP RAP
INV=952.0'

SWALE TRANSFER OUTLET
SEE DETAILS ON D5.2
RIP RAP
INV=948.0'

SWALE TRANSFER MANHOLE
RIM: 954.0'
INV (NW): 15" HDPE @ 949.0'
INV (SE): 15" HDPE @ 949.0'

WEST BADGER INLET
R-3067-L
RIM=959.50
15"=957.50(SW)

1.0%
2.0%

960.00
955.00
950.00
945.00
940.00

46+00.00 45+00.00 44+00.00 43+00.00 42+00.00 41+00.00 40+00.00

951.5 948.2 951.9 951.6 951.9 954.0 955.1 952.0 957.2 952.0 959.4 952.5 960.1 953.4 960.0 953.8 959.7 954.2 960.0 955.0 960.6 955.4 960.9 955.8 960.9 956.3 960.9 956.5 961.0 956.8 961.0 960.4 961.2 960.3 961.3 960.4

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SWALE PLAN

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

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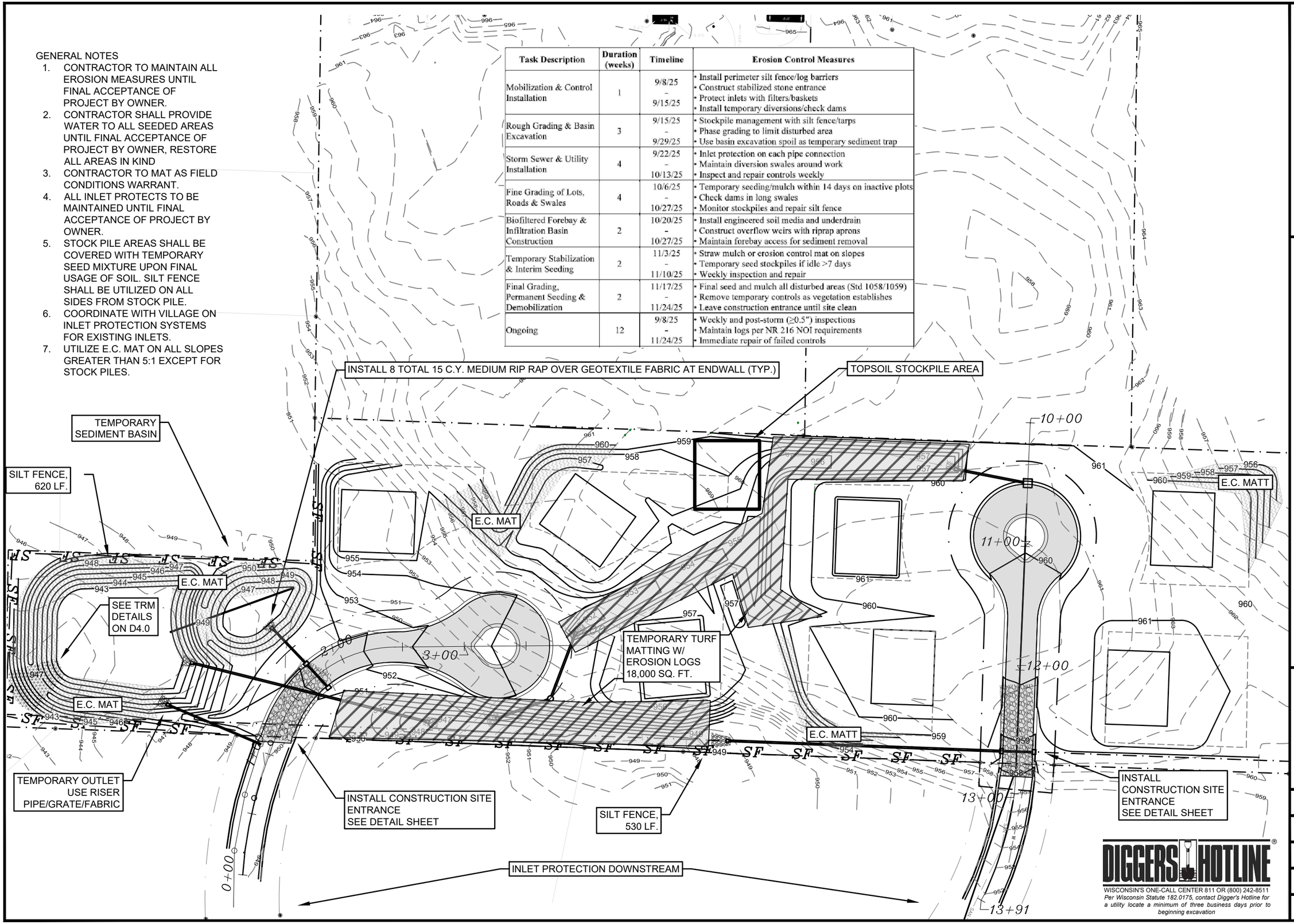
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DRAWN BY:	OCZ
SHEET:	C 3.5

GENERAL NOTES

1. CONTRACTOR TO MAINTAIN ALL EROSION MEASURES UNTIL FINAL ACCEPTANCE OF PROJECT BY OWNER.
2. CONTRACTOR SHALL PROVIDE WATER TO ALL SEEDED AREAS UNTIL FINAL ACCEPTANCE OF PROJECT BY OWNER, RESTORE ALL AREAS IN KIND
3. CONTRACTOR TO MAT AS FIELD CONDITIONS WARRANT.
4. ALL INLET PROTECTS TO BE MAINTAINED UNTIL FINAL ACCEPTANCE OF PROJECT BY OWNER.
5. STOCK PILE AREAS SHALL BE COVERED WITH TEMPORARY SEED MIXTURE UPON FINAL USAGE OF SOIL. SILT FENCE SHALL BE UTILIZED ON ALL SIDES FROM STOCK PILE.
6. COORDINATE WITH VILLAGE ON INLET PROTECTION SYSTEMS FOR EXISTING INLETS.
7. UTILIZE E.C. MAT ON ALL SLOPES GREATER THAN 5:1 EXCEPT FOR STOCK PILES.

Task Description	Duration (weeks)	Timeline	Erosion Control Measures
Mobilization & Control Installation	1	9/8/25 – 9/15/25	• Install perimeter silt fence/log barriers • Construct stabilized stone entrance • Protect inlets with filters/baskets • Install temporary diversions/check dams
Rough Grading & Basin Excavation	3	9/15/25 – 9/29/25	• Stockpile management with silt fence/tarps • Phase grading to limit disturbed area • Use basin excavation spoil as temporary sediment trap
Storm Sewer & Utility Installation	4	9/22/25 – 10/13/25	• Inlet protection on each pipe connection • Maintain diversion swales around work • Inspect and repair controls weekly
Fine Grading of Lots, Roads & Swales	4	10/6/25 – 10/27/25	• Temporary seeding/mulch within 14 days on inactive plots • Check dams in long swales • Monitor stockpiles and repair silt fence
Biofiltered Forebay & Infiltration Basin Construction	2	10/20/25 – 10/27/25	• Install engineered soil media and underdrain • Construct overflow weirs with riprap aprons • Maintain forebay access for sediment removal
Temporary Stabilization & Interim Seeding	2	11/3/25 – 11/10/25	• Straw mulch or erosion control mat on slopes • Temporary seed stockpiles if idle >7 days • Weekly inspection and repair
Final Grading, Permanent Seeding & Demobilization	2	11/17/25 – 11/24/25	• Final seed and mulch all disturbed areas (Std 1058/1059) • Remove temporary controls as vegetation establishes • Leave construction entrance until site clean
Ongoing	12	9/8/25 – 11/24/25	• Weekly and post-storm (≥0.5") inspections • Maintain logs per NR 216 NOI requirements • Immediate repair of failed controls



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EROSION CONTROL PLAN

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

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Per Wisconsin Statute 182.0175, contact Digger's Hotline for a utility locate a minimum of three business days prior to beginning excavation

GENERAL NOTES:

1. EVERY EFFORT SHALL BE MADE TO PROTECT AND RETAIN ALL EXISTING NONINVASIVE TREES, SHRUBS, VINES, GRASSES AND GROUNDCOVERS
2. CONTRACTOR SHALL NOT EXCEED GRADING LIMITS AREA.
3. STOCK PILE AREAS ARE SHOWN ON THE EROSION PLAN.
4. AT LEAST ONE TREE OF AN APPROVED SPECIES SHALL BE PLANTED AS RECOMMENDED IN THE STREET TERRACE
5. PLANTINGS MUST TAKE PLACE WITHIN ONE YEAR OF COMPLETION

Planting Options:

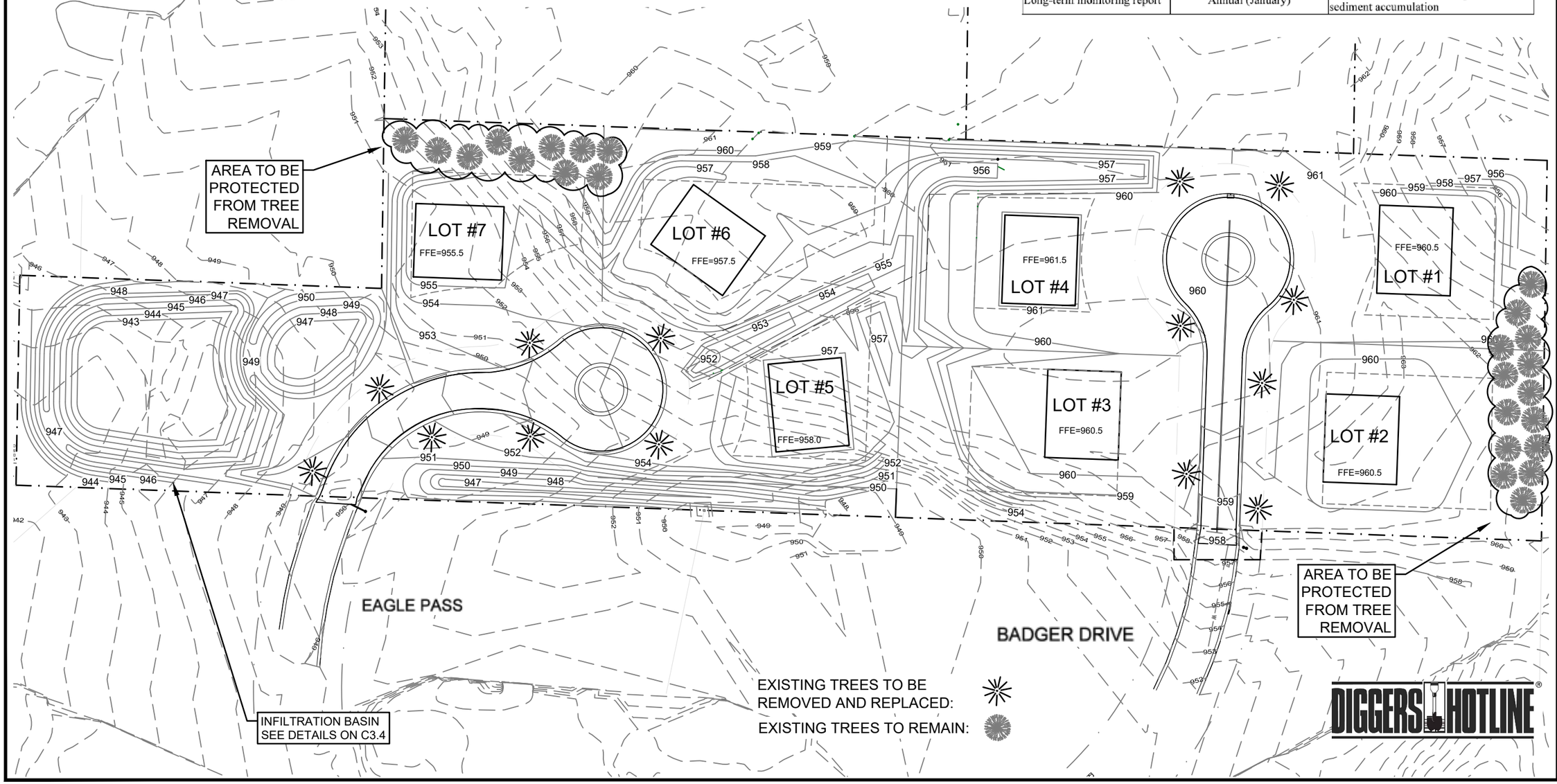
Plant Type	Species	Spacing	Bloom Period	Notes
Sedges (Grasses)	Carex stipata (Awl-fruit sedge)	12″	Jun–Jul	Good root mass
Rushes	Juncus effusus (Soft rush)	12″	Jun–Aug	Tolerates wet/dry
Wildflowers (Perennial)	Asclepias incarnata (Swamp milkweed)	18″	Jul–Sep	Pollinator habitat
Wildflowers (Perennial)	Rudbeckia fulgida (Black-eyed Susan)	18″	Jul–Sep	Stabilizes surface
Grasses (Ornamental)	Panicum virgatum (Switchgrass)	24″	Aug–Sep	Deep roots enhance infiltration
Groundcover	Lobelia cardinalis (Cardinal flower)	12″	Jul–Sep	Moisture-loving underplant

This planting approach and surface-type specification will:

- Promote deep rooting and year-round infiltration
- Provide robust sediment removal (> 90 % TSS)
- Satisfy pretreatment requirements under NR 151.125 and WDNR Std 1003/1004
- Ensure a stable, vegetated forebay that resists erosion and maintains permeability

Planting Schedule & Maintenance

Activity	Timing	Notes
Final grading and media installation	Weeks 7–8	Compact subgrade, verify elevations (+6-inch media thickness)
Soil media blend placement	Week 8	Blend on-site or deliver pre-mixed
Mulch installation	Immediately after planting	Use shredded hardwood, avoid over-application (< 2 inch)
Plant installation	Early Spring (Apr–May) or Late Fall (Sep–Oct)	Plant plugs/small-pots; water-in thoroughly
Monthly inspections (Year 1)	May–Oct	Check for settling, replace failed plants, weed control
Seasonal weeding and mulching (Years 2–5)	Spring & Fall	Replenish 1-inch mulch; remove woody volunteers
Perennial replanting (as needed)	Year 2 Spring	Replace > 20 % mortality
Underdrain & inlet/outlet inspection	Quarterly	Clear debris from sock, flush if clogged
Vegetation pruning (dead stalk removal)	Late Winter	Prevent debris buildup in spring runoff
Long-term monitoring report	Annual (January)	Summarize infiltration rate, plant health, sediment accumulation



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LANDSCAPE PLAN

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

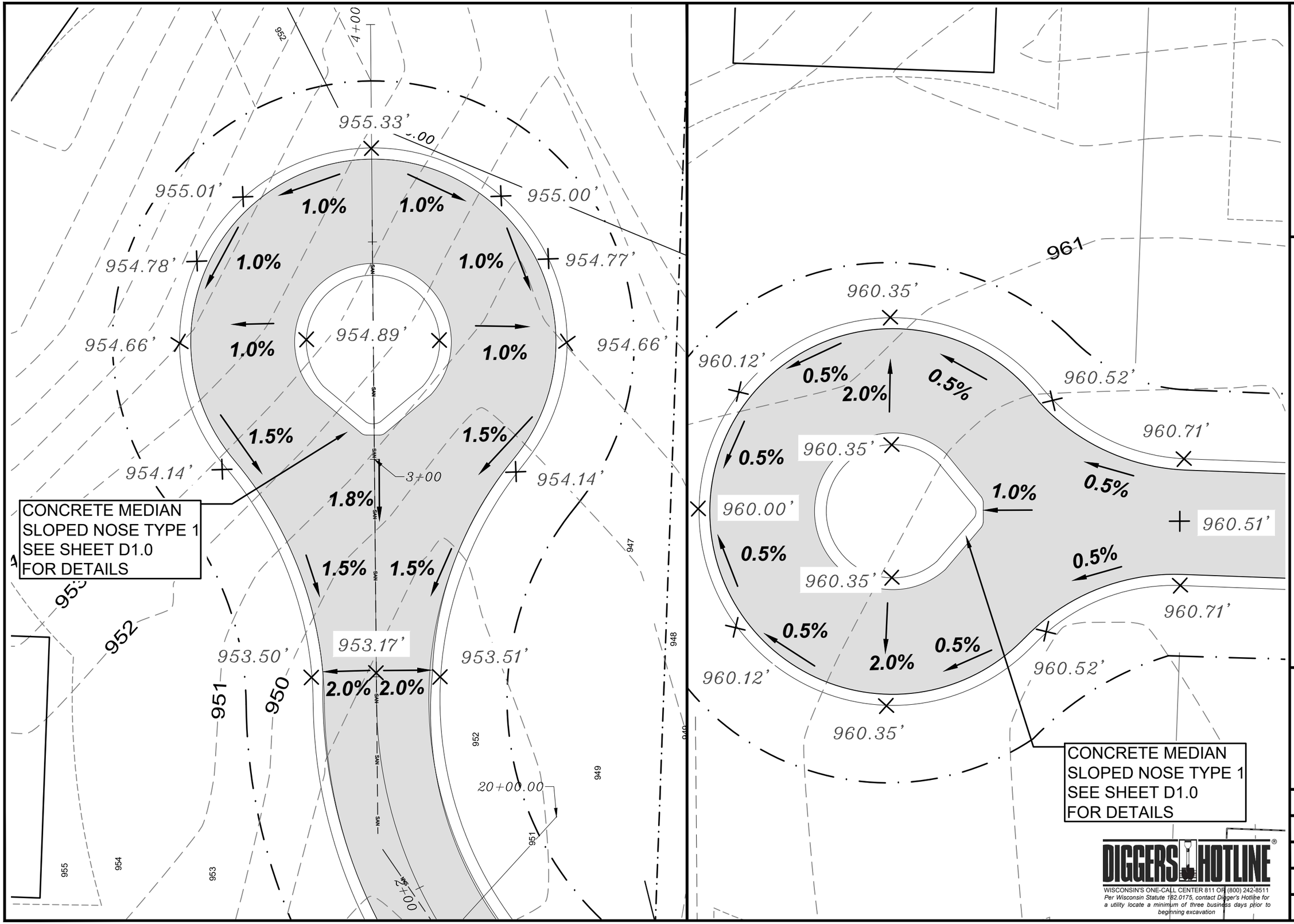
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DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	C 4.1



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CUL-DE-SAC GRADING PLAN

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

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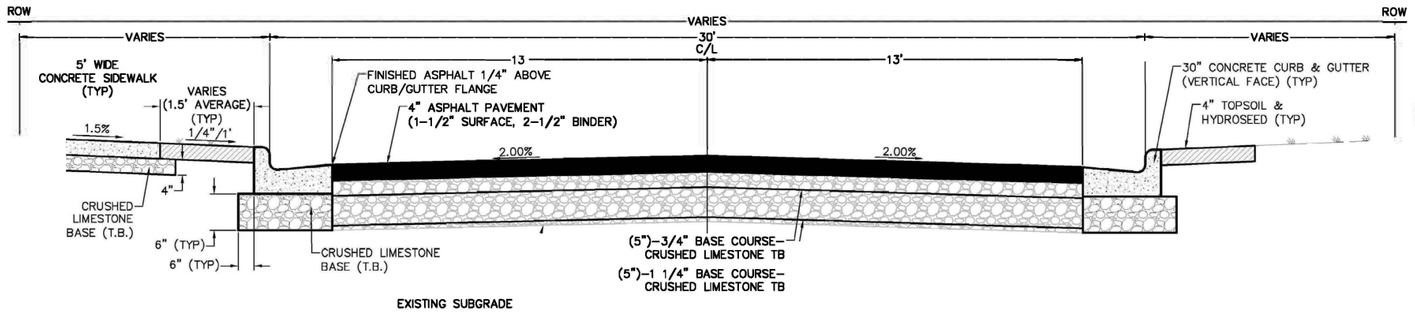
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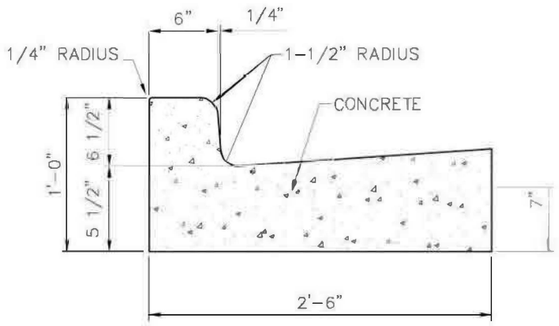


ASPHALT MIX SPECIFICATION			
COURSE	RESIDENTIAL	COLLECTORS	ARTERIAL/INDUSTRIAL
BINDER	3LT 58-28S	3LT 58-28S	3MT 58-28S
SURFACE	5LT 58-28S	5LT 58-28S	5MT 58-28H

NOTES:

1. ADJUST MH FRAMES, AND VALVE BOXES TO 1/4-INCH TO 1/2-INCH LOWER THAN FINISH GRADE.
2. 4" THICK CONCRETE SIDEWALK, EXCEPT 6" THICK THROUGH DRIVEWAY APPROACH..
3. COMPACT BASE TO 95%.

TYPICAL NEW URBAN SECTION-RESIDENTIAL NO SCALE



30" VERTICAL FACE CURB & GUTTER NO SCALE

02770C&G2 1

1.05 REGULATORY REQUIREMENTS

A. Pay for local, county or state permits for Work on right-of-ways. Damage to pavements and to all property, public and private, due to this Work shall be repaired to same condition before construction by Contractor.

1.06 UNIT PRICES

A. Follow 01 22 00.

1.07 QUALITY MANAGEMENT PROGRAM

A. As a condition of acceptance, arrange, conduct, and pay for tests necessary to demonstrate satisfactory compliance with Contract Documents. Make adjustments at the plant necessary to meet requirements of Specifications including the instructions.

B. Lab testing:
1. Test material from the plant at least once a day.
2. Meet the following parameters:
   a. Air voids (VA): Follow State Specifications 460.2.8.3.1.6 and follow State Specification-Additional Special Provision 460.2.1 issued under ASP-6.
   b. Voids in the mineral aggregate (VMA): Follow State Specifications Table 460-1.
   c. Gradations: Job mix formula (JMF): Follow Paragraph 1 of State Specification-Additional Special Provision 460.2.8.2.1.5 issued under ASP-6.

C. Density testing:
1. Take a minimum one test per location and one test per 250 tons.
   a. Use nuclear method.
   b. Targets specified hereinafter.
2. Locations will be at Engineer's request.

D. Results and reports:
1. Make field adjustments to keep material within specified tolerances. If test results fall out of tolerance, increase testing frequency until material is within specification.
2. Submit test reports within 48 hours to Engineer.

3.01 EARTHWORK

A. Removing miscellaneous structures. Follow State Specifications 204.3 for:
1. Curb and gutter.
2. Asphaltic concrete pavement.
3. Sidewalk.
4. Driveways.

B. Roadway and drainage excavation. Follow State Specifications 205.3 for:
1. Common excavation. No organic material or stones larger than 3-inches allowed within upper 12-inches of subgrade in a cut section. No organic material or stones larger than 3-inches allowed within entire subgrade layer in a fill section.
2. Rock excavation.
3. Excavation below subgrade.
4. Overhaul: No allowance for overhaul.

C. Preparation of roadway foundation: Follow State Specifications 211.3.

D. Subgrade proof roll: Allow Engineer to inspect prepared subgrade and to witness proof roll test by a fully loaded quad axle dump truck. Reconstruct where deflection is greater than 1/2 inch. Additional proof roll tests will be performed until entire subgrade passes.

3.02 BASE COURSE

A. Crushed aggregate base course: Follow State Specifications 301 and 305.
1. Compaction: Standard compaction.
   a. 95 percent of maximum density determined by Modified Proctor.
   b. Allow Engineer to inspect prepared base course and to witness proof roll test by a fully loaded quad axle dump truck. Reconstruct where deflection is greater than 1/2 inch. Additional proof roll tests will be performed until entire base course passes.
2. Allowable deviation from design grade: 1/2 inch

2.03 BACKFILL

A. A. Granular: ~~Follow SWS 8.43.4. Limestone screenings not allowed.~~ Sand and gravel structural backfill material meeting gradation requirements of SWS 8.43.4 and specifically, Table 37. Limestone screenings and crushed concrete not allowed.

B. Spoil: Follow SWS 8.43.5. Maximum particle size 3-inches.

C. Aggregate slurry: Follow SWS 8.43.8.

~~D. Crushed road gravel: Follow State Specifications 305.2.2.1.3/4-inch crushed road gravel SWS 8.43.7.~~

~~E. Graded aggregate: Follow SWS 8.43.7 Use 3/4 inch.~~

3.03 PAVEMENT PULVERIZING, SHAPING AND GRADING

A. Follow State Specification 325 and:
1. Remove and stockpile excess pulverized materials to Owner approved location.
2. At completion of each working day, ramp ends of pulverized material flush to adjacent pavement for all traffic lanes.
3. Excavate and remove topsoil and unstable subgrade materials and replace with on-site sound material.
4. Grade, shape, and compact pulverized materials.
5. Redistribute materials as needed within project to fill areas with insufficient materials, low areas, and settled utility trenches.
6. Move excess material to other areas within the project.
7. Use new crushed stone base material only when existing materials are depleted and Engineer approves.
8. Allow Engineer to inspect new base course before paving.
9. Allowable deviation from design grade: 1/2 inch.
10. Utility structures: Set to finish course elevation.
11. Compaction: Standard compaction.
    a. Allow Engineer to inspect prepared base course and to witness proof roll test by a fully loaded quad axle dump truck. Reconstruct where deflection is greater than 1/2 inch. Additional proof roll tests will be performed until entire base course passes.

B. Abutting existing pavement:
1. Provide full depth saw cut at match lines.
2. Provide butt joint at locations specified in field. Anticipate full width.
3. Pulverize existing pavement within construction limits.
4. Stockpile pulverized materials at location secured by Contractor.
5. Over-excavate, remove and dispose of earth material over butt joint length.
6. Taper thickness of removed materials from 4 inches at match line to 0 inches at opposite end of butt joint.
7. Respread pulverized materials over excavated area.
8. Remove sufficient material to maintain minimum pavement and base thickness as specified herein at saw cut.

3.04 PAVEMENT AND SURFACE COURSES

A. Tack coat: Follow State Specification 455.3.2.
1. Apply between each layer of asphaltic concrete.
2. Allow to cure before paving.

B. Asphaltic concrete pavement: Follow State Specifications 450, 460 and 465.
1. Do not use 460.2.8.3 Department Testing.
2. Maximum variations:
   a. 1/8 inch across a 5 foot straight edge.
   b. Thickness: Within 1/4 inch of design.
   c. Finish elevation: Within 1/4 inch of design.
3. Temperatures:
   a. Asphaltic concrete at placement: Between 236 and 330 degrees Fahrenheit.
   b. Air temperature: Follow State Specifications 450.3.2.1.2.3.
   c. Subgrade: Above 32 degrees Fahrenheit.
      1) Contractor may submit cold weather paving plan for review if air temperature falls below specified limits. Engineer reserves the right to reject plan without cause. If implemented, plan shall be at no additional cost to Owner.
4. Layer thickness: Shown on Drawings.
5. Compaction: Follow State Specifications 460.3.3 Maximum Density Method and follow Paragraph 1 of State Specification-Additional Special Provision 460.3.2.1 issued under ASP-6.
6. Saw cut, excavate and remove unstable binder course, base course and subgrade materials. Replace removed materials. Clean binder pavement by sweeping or flushing before applying surface pavement.
7. Allow Owner or Owner Representative to inspect binder course before applying surface course.
8. Joints: All longitudinal joints shall be hot seams.

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GENERAL DETAILS

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

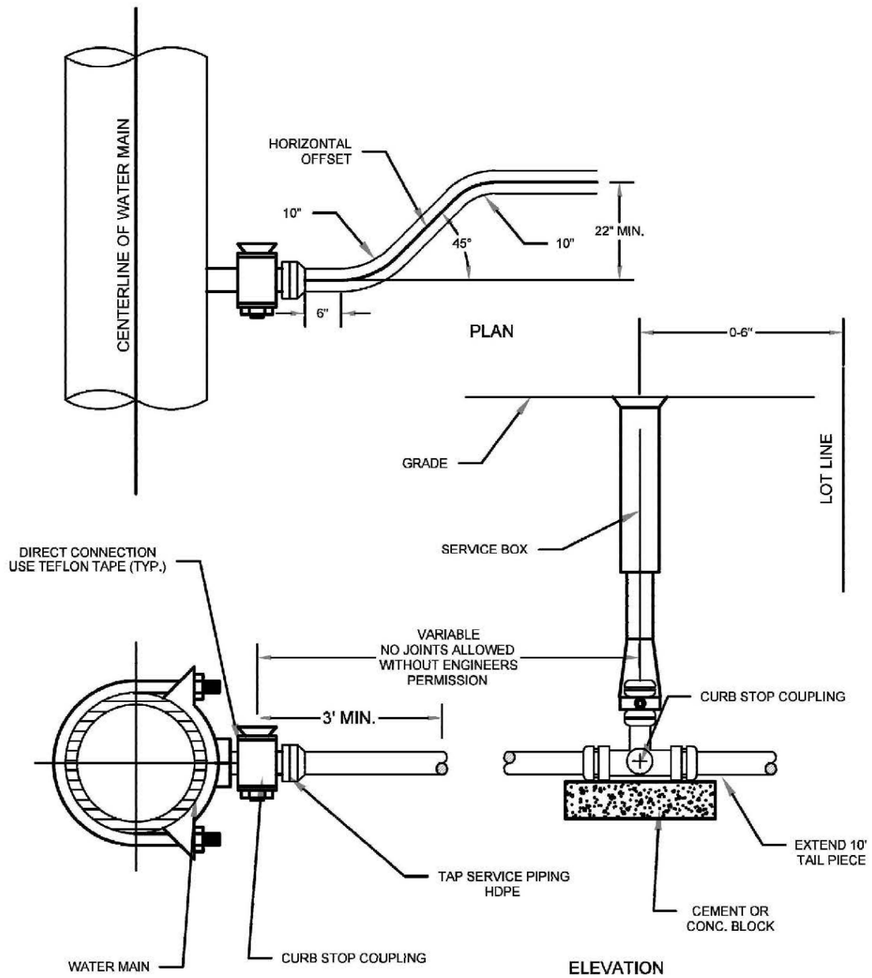
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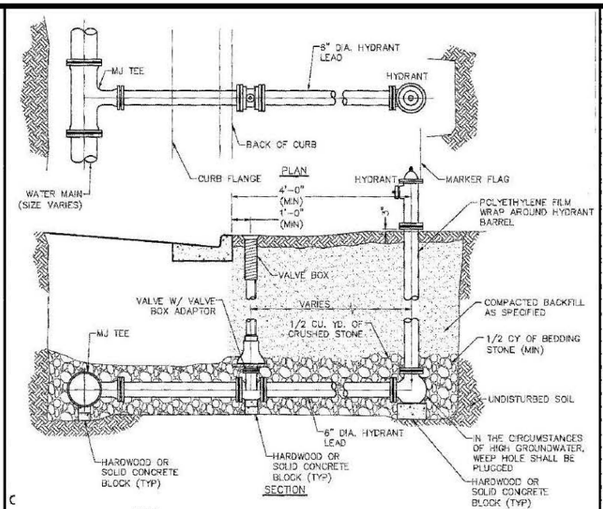
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SHEET:	D 1.0



SERVICE PIPE	CORP STOP	CURB STOP	SERVICE BOX
1"	1"	1"	2 1/2"
1 1/4"	1 1/4"	1 1/4"	3"
1 1/2"	1 1/4" x 1 1/2"	1 1/2"	3"
2"*	1 1/2" x 2"	2"	3"

* A 2" TAP ON A 6" DIAMETER MAIN REQUIRES A DOUBLE STRAP SERVICE SADDLE.

TAP SERVICE PIPING (HDPE)



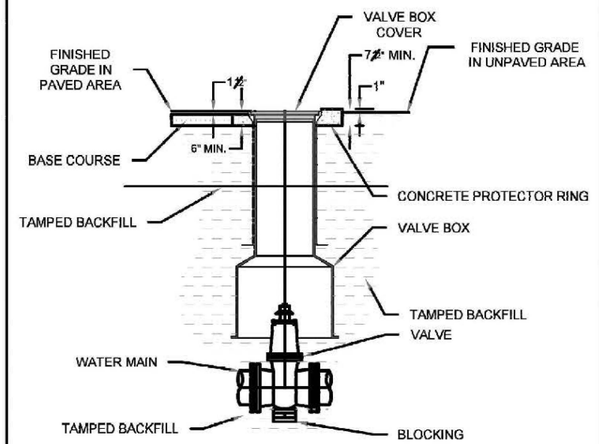
NOTE:
1. REFER TO FILE NO. 3B OF THE "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN" FOR FURTHER INFORMATION.
2. ALL JOINTS ON HYDRANT LEADS SHALL HAVE MEGALUG RESTRAINTS.
3. BURY DEPTH OF HYDRANT AND LEAD SHALL BE 7.5 FEET FOR NEW CONSTRUCTION AND SHALL BE FIELD VERIFIED BY CONTRACTOR FOR REPLACEMENT.
4. CONTRACTOR TO VERIFY EXISTING DEPTHS IN FIELD PRIOR TO ORDERING ANY NEW HYDRANTS. (MISC. UTILITY AREAS)

HYDRANT SETTING DETAIL

NO SCALE

FOR USE IN PAVED AREAS

FOR USE IN UNPAVED AREAS

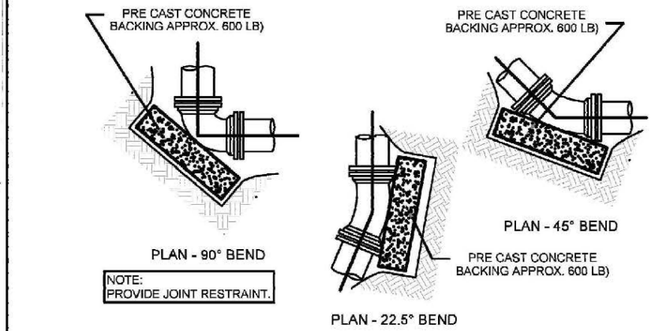


SECTION

NOT TO SCALE

NOTES:
1. D.I.P. MAY BE USED FOR VALVE BOX EXTENSIONS.
2. VALVE BOX SHOULD NOT CONTACT WATER MAIN OR VALVE.
3. CONCRETE PROTECTOR RING SHALL BE USED IN ALL UNPAVED AREAS.
4. ALL MATERIALS USED IN THE POTABLE WATER SYSTEM MUST BE NSF61 AND NSF372 CERTIFIED AND MEET THE LATEST FEDERAL SAFE DRINKING WATER ACT REQUIREMENTS.

VALVE AND VALVE BOX INSTALLATION

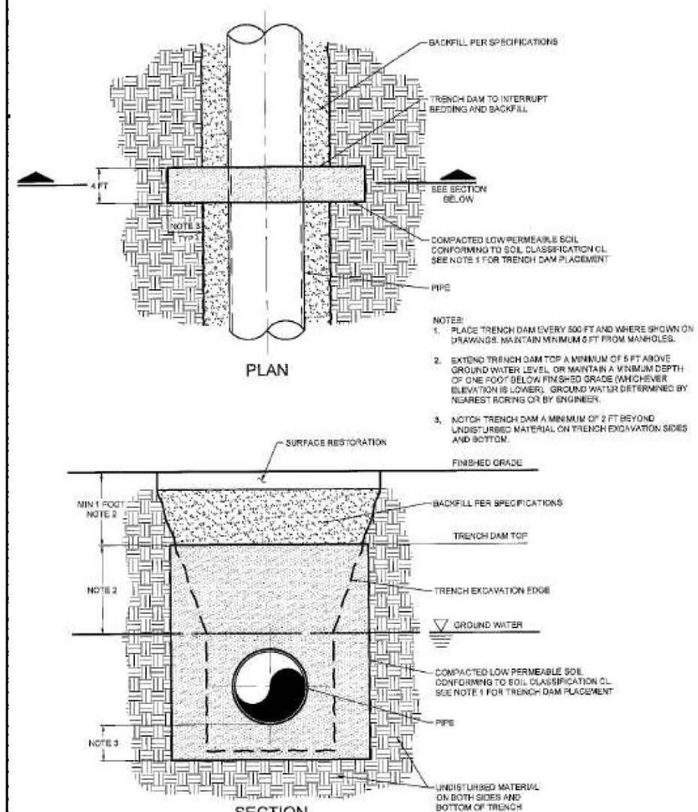


CONCRETE BACKING FOR BENDS

NOTES:
1. CONCRETE SHALL BE 3,000 PSI MIN.
2. CONCRETE FOR THRUST BLOCKING SHALL BE KEPT FAIRLY DRY, THUS MAKING THE CONCRETE WEDGE SHAPE MORE EASILY FORMED WITH THE WIDEST PART (BLOCKING AREA) AGAINST UNDISTURBED SOIL.
3. NO CONCRETE SHALL COVER ANY BOLTS OR GLANDS.
4. ALL FITTING AND ACCESSORIES TO BE WRAPPED WITH 10 MIL POLYETHYLENE PRIOR TO POURING BLOCKING.
5. VOLUME OF THRUST BLOCKING SHALL BE AS SHOWN ON THE THRUST BLOCKING SCHEDULE.

PIPE SIZE	90° BEND		45° BEND		22 1/2° BEND		11 1/4° BEND		TEE		PLUG	
	A	B	A	B	A	B	A	B	A	B	C	D
4"	1'-1"	1'-2"	1'-1"	1'-1"	1'-1"	1'-1"	1'-1"	1'-1"	1'-1"	1'-1"	1'-3"	1'-10"
6"	1'-10"	1'-2"	1'-6"	1'-2"	1'-3"	1'-2"	1'-2"	1'-2"	1'-3"	1'-10"	1'-2"	1'-10"
8"	1'-5"	1'-3"	1'-3"	1'-3"	1'-2"	1'-3"	1'-2"	1'-3"	1'-3"	1'-5"	1'-2"	2'-4"
10"	1'-8"	1'-4"	1'-5"	1'-3"	1'-3"	1'-4"	1'-2"	1'-4"	1'-4"	1'-8"	1'-4"	2'-5"
12"	1'-10"	1'-5"	1'-6"	1'-4"	1'-4"	1'-5"	1'-3"	1'-5"	1'-4"	1'-10"	1'-5"	2'-6"
14"	2'-2"	1'-6"	1'-8"	1'-5"	1'-5"	1'-6"	1'-3"	1'-6"	1'-5"	1'-10"	1'-5"	2'-6"
16"	2'-6"	2'-0"	1'-9"	1'-6"	1'-5"	1'-6"	1'-3"	1'-6"	1'-6"	2'-0"	2'-0"	2'-6"
20"	2'-8"	2'-6"	2'-0"	1'-8"	1'-6"	1'-7"	1'-3"	1'-7"	1'-8"	2'-6"	2'-0"	2'-6"
24"	3'-0"	2'-7"	2'-3"	2'-0"	1'-7"	1'-8"	1'-4"	1'-8"	2'-0"	2'-7"	2'-0"	2'-6"

NOTE: PROVIDE JOINT RESTRAINT.



WISCONSIN'S ONE-CALL CENTER 811 OR (800) 242-8511
Per Wisconsin Statute 182.0175, contact Digger's Hotline for a utility locate a minimum of three business days prior to beginning excavation

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WATER MAIN DETAILS

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

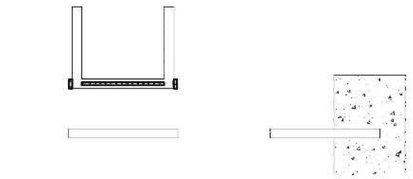
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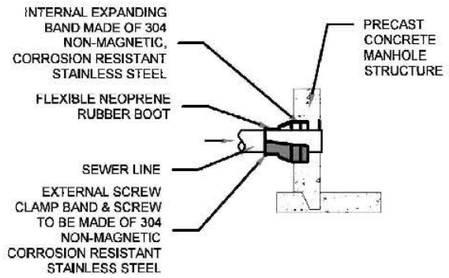
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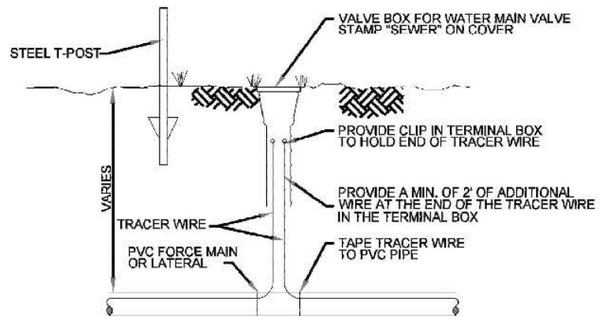


NOTES:
1. MINIMUM DESIGN LIVE LOAD SHALL BE A SINGLE CONCENTRATED LOAD OF 300 LBS. VERTICALLY AND 200 LBS. PULL OUT.
2. STEPS MUST BE EQUALLY SPACED VERTICALLY IN THE ASSEMBLED MANHOLE AT A MAXIMUM DESIGN DISTANCE OF 16" APART.
3. STEPS SHALL BE FABRICATED OF COPOLYMER POLYPROPLENE THAT ENCAPSULATES A DEFORMED ⅝" GRADE 60 REINFORCING ROD.

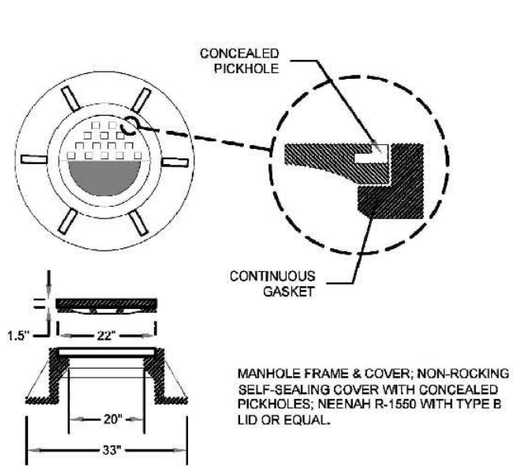
TYPICAL STEP DETAIL



FLEX PIPE TO MH



TRACER WIRE TERMINAL BOX



MANHOLE FRAME & COVER; NON-ROCKING SELF-SEALING COVER WITH CONCEALED PICKHOLES; NEENAH R-1550 WITH TYPE B LID OR EQUAL.

TYPICAL FRAME & COVER

NOTE:
1. USE SINGLE LAYER MONOLITHIC RING AND TWO 2-INCH ADJUSTING RINGS IN CHIMNEY.
2. SET ADJUSTING RINGS AND FRAME IN MASTIC.
3. BACKPLASTER OUTSIDE OF STRUCTURE, NO BACKPLASTER ALLOWED INSIDE MANHOLE.
4. ALL NEW SANITARY MANHOLES SHALL BE MINIMUM 48-INCH DIAMETER.

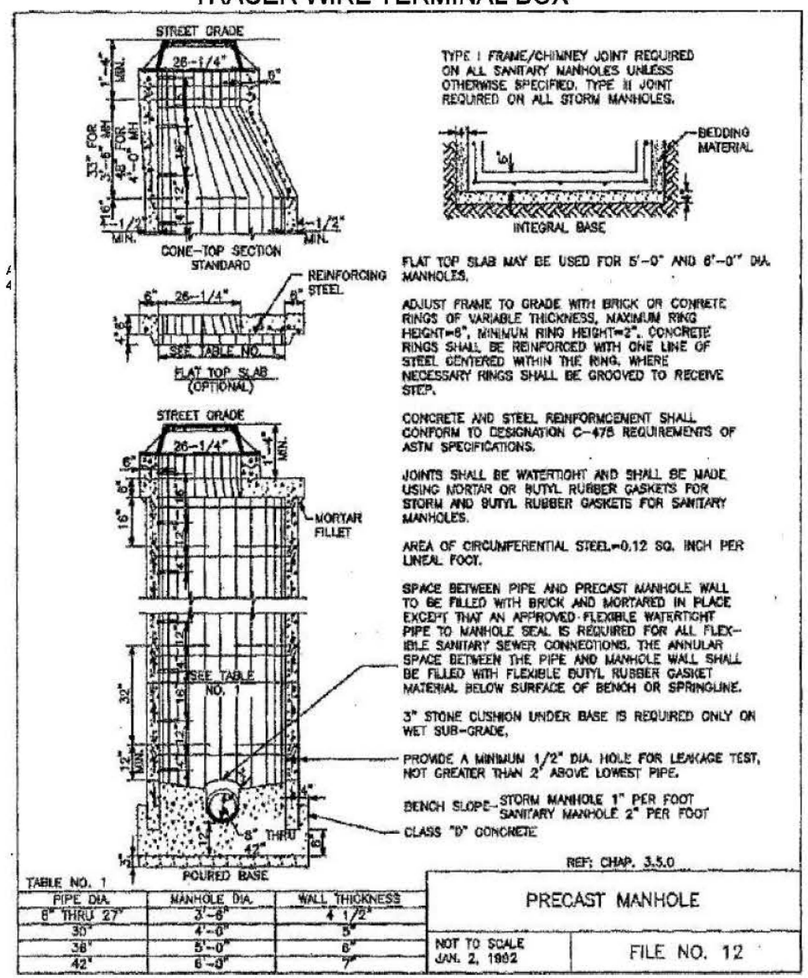


TABLE NO. 1

PIPE DIA.	MANHOLE DIA.	WALL THICKNESS
8" THRU 27"	3'-6"	4 1/2"
30"	4'-0"	5"
36"	5'-0"	6"
42"	6'-0"	7"

PRECAST MANHOLE

NOT TO SCALE
JAN. 2, 1992

FILE NO. 12

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SANITARY SEWER DETAILS

HARTLAND SUBDIVISION

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VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

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DATE:	06/30/2025
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DRAWN BY:	OCZ
SHEET:	D 3.0

2.01 UTILITY PIPE AND APPURTENANCE MATERIALS

A. Water Utility Distribution Piping: Follow 33 11 00.

B. Sanitary Sewerage: Follow 33 30 00.

C. Storm Drainage: Follow 33 40 00.

2.02 BEDDING AND COVER MATERIALS

A. Crushed stone chips: Follow SWS 8.43.2.

B. Around and over Underground Facilities: Follow respective owner's requirements.

C. Polyethylene pipe embedment: 3/8-inch crushed stone chips. Follow SWS 8.43.2.

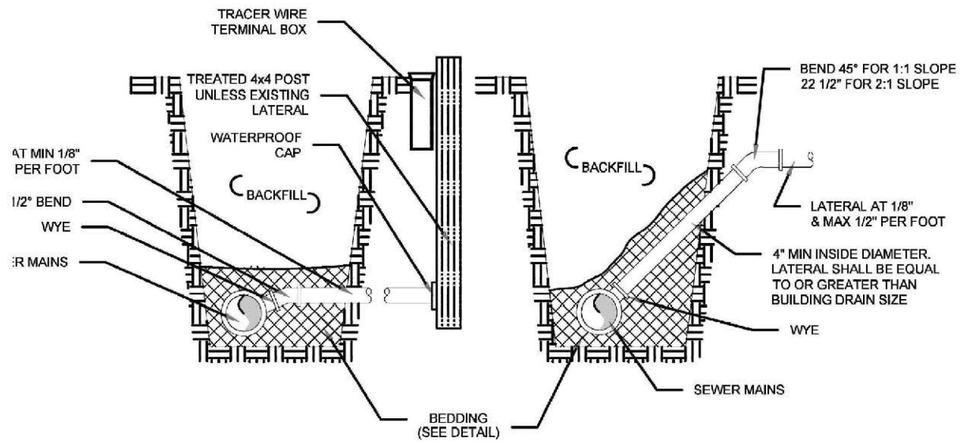
D. Cover: Same material as bedding.

A. Tracer wire
1. Follow SWS 2.11.0.
2. For open-cut: Direct-burial-rated insulated #10 AWG solid copper conductor.
3. For trenchless installation:
   a. Duratrace DD, Copperhead, Pro-Trace.
   b. Extra high-strength directional tracer wire.
      1. Provide wire with break load greater than expected drilling loads.
      2. Minimum #12 AWG copper clad solid steel core.
      3. Minimum 867 lbs. average tensile break load.
      4. 45 mil. high density polyethylene jacket.
      5. 30 volt rating.
4. Splices: Copperhead Industries DryConn® 3-Way Direct Bury Lug Connector 3WB-01 or approved equal.
5. Color:
   a. Water: Blue.
   b. Sanitary: Green.
   c. Storm: Brown.

B. Location boxes for tracer wire access.
1. Buried:
   a. SnakePit Test Station, by Copperhead Industries, or approved equal.

C. Grounding anode rod to have a minimum of 1 pound of magnesium and #10 AWG wire.

D. Marker flag
1. "HYDRAFINDER".
2. 5 feet long.
3. Fiberglass, red and white.
4. Spring load action.



NOTES:
1. USE RISERS GOVERNED BY BASEMENT DEPTH & LOCAL CONDITIONS OR AS DIRECTED BY ENGINEER.
2. LATERAL SHALL END AT PROPERTY LINE UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. DEPTH TO LATERAL & PROPERTY LINE SHALL NOT BE DEEPER THAN NECESSARY TO SERVICE PARCEL
4. ALL LATERALS TO BE 4" UNLESS OTHERWISE NOTED ON PLANS OR IN SPECIFICATIONS.
5. ALL HOUSE LATERAL CONNECTIONS SHALL BE CONSTRUCTED AS PER THIS DETAIL UNLESS OTHERWISE SHOWN ON PLANS, OR WITH WRITTEN APPROVAL OF THE ENGINEER.

TYPICAL LATERAL CONNECTIONS

2.05 SURFACE RESTORATION

A. Pavement: Follow 34 71 00.
1. Asphalt pavement: Full depth pavement repair matching existing cross section. Follow SWS 2.7.3 Type D, except 3-inch thickness one course
2. Concrete pavement: Follow SWS 2.7.3 Type B. Do not add calcium chloride.

B. Lawn: Follow SWS 2.7.4 Type C. Follow 32 90 00.

C. Curb and gutter: Follow SWS 2.7.3. Do not add calcium chloride. Follow 34 71 00.

D. Concrete sidewalk: Follow SWS 2.7.3. Follow 34 71 00.

E. Temporary seeding: Follow 01 57 13.

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SANITARY SEWER DETAILS

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

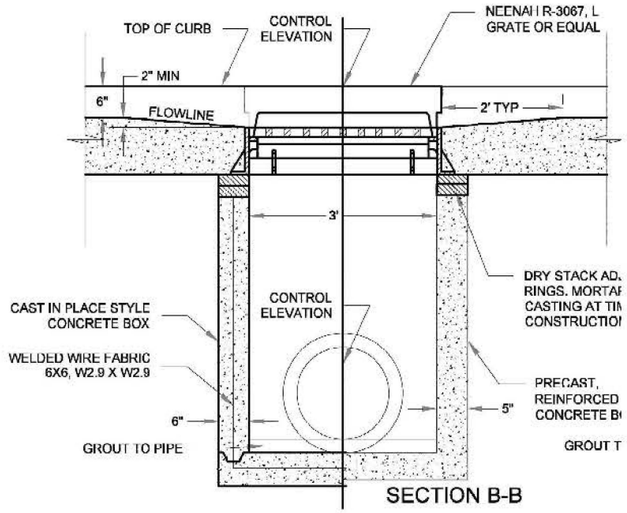
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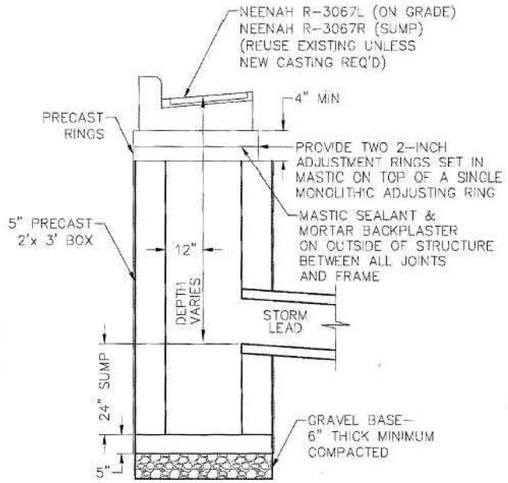
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SCALE: 1" = FEET
(PRINTED AT 11"x 17")

PROJECT NO:	2025-106 (A)
DATE:	06/30/2025
DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	D 3.1



SECTION B-B



1. INLET TO BE PROTECTED WITH GEOTEXTILE FABRIC BETWEEN THE GRATE AND FRAME. PROTECTION TO REMAIN IN PLACE UNTIL SITE VEGETATION IS ESTABLISHED.
2. IN AREAS WITH ROLL FACE CURB, REPLACEMENT CURB SHALL TRANSITION TO VERTICAL FACE CURB & GUTTER AT INLET FRAME.

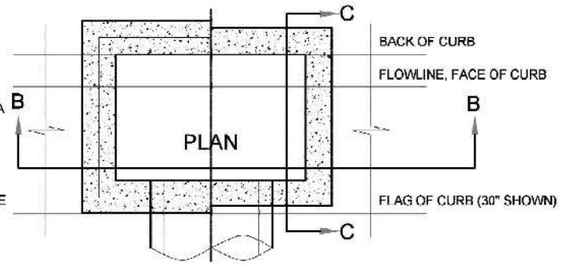
CATCH BASIN DETAIL

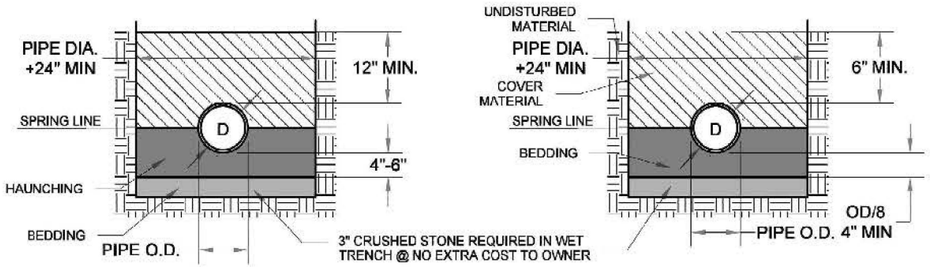
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MANHOLE/INLET NOTES:

1. CURB INLET: NEENAH R-3036-L FOR INLETS ON SLOPES, NEENAH R-3067-R FOR INLETS ON SAGS AND NEENAH R-3290-A FOR INLETS IN DRIVEWAY.
2. PROVIDE MANHOLE STEPS, 16" OC. FOR STRUCTURES WHEN DEPTH IS OVER 4". MANHOLE STEPS SHALL CONFORM TO THE SPECIFICATIONS.





BEDDING AND COVER MATERIAL:
CLASS 1A: CRUSHED STONE OR GRAVEL CONFORMING TO FOLLOWING GRADATION:

SIEVE SIZE	%PASSING BY WEIGHT
1"	100
3/4"	90-100
3/8"	20-55
NO. 4	0-10
NO. 6	0-5

CLASS 1B: CRUSHED STONE OR GRAVEL CONFORMING TO FOLLOWING GRADATION:

SIEVE SIZE	%PASSING BY WEIGHT
1/2"	100
3/8"	85-100
NO. 4	10-30
NO. 8	0-5

INSTALLATION:
PLACE AND COMPACT BEDDING MATERIAL AND COVER IN MAXIMUM 6" LAYERS. WORK MATERIAL IN AND AROUND PIPE BY HAND TO PROVIDE UNIFORM SUPPORT. COMPACT CLASS 1B WITH HAND TAMPER OR VIBRATORY COMPACTOR TO 85% STANDARD PROCTOR.

FLEXIBLE PIPE BEDDING (INC. CMP)

BEDDING AND COVER MATERIAL:
CLASS 1A: CLEAN, ANGULAR,= CRUSHED STONE, CRUSHED ROCK, OR CRUSHED GRAVEL CONFORMING TO THE FOLLOWING GRADATION:

SIEVE SIZE	%PASSING BY WEIGHT
1"	100
3/4"	90-100
3/8"	20-55
NO. 4	0-10
NO. 6	0-5

CLASS 1B: CLEAN, ANGULAR CRUSHED STONE, CRUSHED ROCK, OR CRUSHED GRAVEL CONFORMING TO THE FOLLOWING GRADATION:

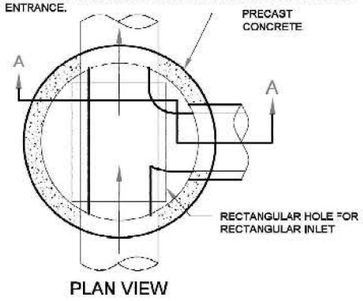
SIEVE SIZE	%PASSING BY WEIGHT
1/2"	100
3/8"	85-100
NO. 4	10-30
NO. 8	0-5

INSTALLATION:
PLACE 4" OF BEDDING MATERIAL BENEATH PIPE. PLACE BEDDING MATERIAL AROUND THE PIPE TO THE SPRING LINE. WORK THE MATERIAL IN AND AROUND BY HAND TO PROVIDE UNIFORM SUPPORT. PLACE COVER MATERIAL CAREFULLY TO LEVEL 6" ABOVE THE PIPE.

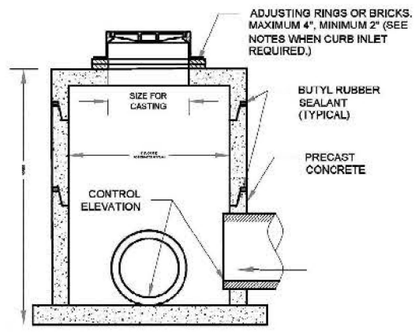
RIGID PIPE BEDDING (RCP)

MANHOLE/INLET NOTES:

1. CURB INLET: NEENAH R-3036-L FOR INLETS ON SLOPES, NEENAH R-3067-R FOR INLETS ON SAGS AND NEENAH R-3290-A FOR INLETS IN DRIVEWAY.
2. SOLID COVER: NEENAH R-1550-B WITH TYPE B NON-ROCKING LID MARKED "STORM."
3. WHEN MH CASTING IS USED, AN ECCENTRIC CONE TOP SHALL BE USED IF MH HAS ENOUGH DEPTH.
4. PROVIDE MANHOLE STEPS, 16" OC. FOR STRUCTURES WHEN DEPTH IS OVER 4". MANHOLE STEPS SHALL CONFORM TO THE SPECIFICATIONS.
5. DOWNSTREAM PIPE END SHALL NOT PROTRUDE BEYOND INTERIOR MANHOLE WALL. ADD GROUT AROUND PIPE TO CREATE MITERED ENTRANCE.



PLAN VIEW



SECTION A - A

STORM SEWER MANHOLE/INLET

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STORM SEWER DETAILS

HARTLAND SUBDIVISION

DEVELOPMENT AGREEMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

REVISION SET
09/05/2025

N W E S

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PROJECT NO:	2025-106 (A)
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DRAWN BY:	OCZ
SHEET:	D 4.0

EROSION CONTROL NOTES

1. KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE DURATION OF THE PROJECT.

2. CONTRACTOR IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.

3. INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.

4. WHEN POSSIBLE: PRESERVE EXISTING VEGETATION (ESPECIALLY ADJACENT TO SURFACE WATERS), MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.

5. INSTALL PERIMETER EROSION CONTROLS AND ROCK TRACKING PAD CONSTRUCTION ENTRANCE(S) PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING. USE WDNR TECHNICAL STANDARD STONE TRACKING PAD AND TIRE WASHING #1057 FOR ROCK CONSTRUCTION ENTRANCE(S).

6. INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITES #1060.

7. STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMMULATIVE EXPOSED AREA. CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD TEMPORARY GRADING PRACTICES FOR EROSION CONTROL #1067.

8. INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD SILT FENCE #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.

9. REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY. REPLACE DECOMPOSING STRAW BALES (TYPICAL BALE LIFE IS 3 MONTHS). LOCATE, INSTALL, AND MAINTAIN STRAW BALES PER WDNR TECHNICAL STANDARD DITCH CHECKS #1062.

10. INSTALL AND MAINTAIN FILTER SOCKS IN ACCORDANCE WITH WDNR TECHNICAL STANDARD INTERIM MANUFACTURED PERIMETER CONTROL AND SLOPE INTERRUPTION PRODUCTS # 1071.

11. IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.

12. IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. BETWEEN SEPTEMBER 15 AND OCTOBER 15: STABILZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED MIXED WITH WINTER WHEAT, ANNUAL OATS, OR ANNUAL RYE, AS APPROPRIATE FOR REGION AND SOIL TYPE OCTOBER 15 THROUGH COLD WEATHER: STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE.

13. STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE.

14. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY ENGINEER. SEPARATE SWEPT MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.

15. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST PER WDNR TECHNICAL STANDARD DUST CONTROL ON CONSTRUCTION SITES # 1068.

16. PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED BY RUNOFF INTO THE RECEIVING CHANNEL.

17. FOR NON-CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED SLOPES, PROVIDE CLASS [SPECIFY CLASS I, II, OR III] TYPE [SPECIFY TYPE A, B, OR C] EROSION CONTROL MATTING. SELECT EROSION MATTING FROM APPROPRIATE MATRIX IN WDOT'S WIDOT PRODUCT ACCEPTABILITY LIST (PAL); INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARD NON-CHANNEL EROSION MAT #1052.

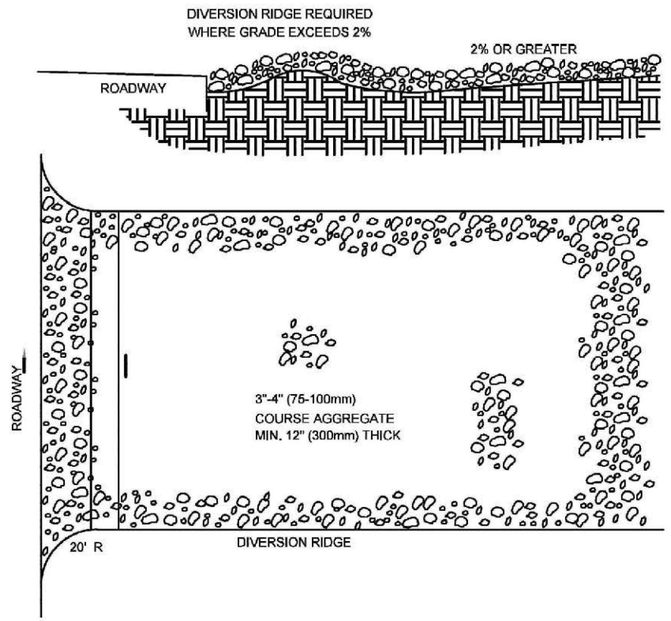
18 FOR CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED AREAS, PROVIDE EROSION CONTROL MATTING.AS DIRECTED BY ENGINEER SELECT EROSION MATTING FROM APPROPRIATE MATRIX IN WDOT'S WIDOT PRODUCT ACCEPTABILITY LIST (PAL); INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARD CHANNEL EROSION MAT #1053.

19. MAKE PROVISIONS FOR WATERING DURING THE FIRST 8 WEEKS FOLLOWING SEEDING OR PLANTING OF DISTURBED AREAS WHENEVER MORE THAN 7 CONSECUTIVE DAYS OF DRY WEATHER OCCUR.

20. INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES (SUCH AS TEMPORARY SEDIMENT BASINS, DITCH CHECKS, EROSION CONTROL MATTING, SILT FENCING, FILTER SOCKS, WATTLES, SWALES, ETC.), OR AS DIRECTED BY ENGINEER.

21. NOTIFY ENGINEER IF THERE IS A DISCHARGE OF SEDIMENT AND/OR OTHER CONTAMINANTS. A SPILL PLAN IS REQUIRED IF THERE IS POTENTIAL TO DISCHARGE CONTAMINANTS TO WATERS OF THE STATE.

Task Description	Duration (weeks)	Timeline	Erosion Control Measures
Mobilization & Control Installation	1	9/8/25 – 9/15/25	• Install perimeter silt fence/log barriers • Construct stabilized stone entrance • Protect inlets with filters/baskets • Install temporary diversions/check dams
Rough Grading & Basin Excavation	3	9/15/25 – 9/29/25	• Stockpile management with silt fence/tarps • Phase grading to limit disturbed area • Use basin excavation spoil as temporary sediment trap
Storm Sewer & Utility Installation	4	9/22/25 – 10/13/25	• Inlet protection on each pipe connection • Maintain diversion swales around work • Inspect and repair controls weekly
Fine Grading of Lots, Roads & Swales	4	10/6/25 – 10/27/25	• Temporary seeding/mulch within 14 days on inactive plots • Check dams in long swales • Monitor stockpiles and repair silt fence
Biofiltered Forebay & Infiltration Basin Construction	2	10/20/25 – 10/27/25	• Install engineered soil media and underdrain • Construct overflow weirs with riprap aprons • Maintain forebay access for sediment removal
Temporary Stabilization & Interim Seeding	2	11/3/25 – 11/10/25	• Straw mulch or erosion control mat on slopes • Temporary seed stockpiles if idle >7 days • Weekly inspection and repair
Final Grading, Permanent Seeding & Demobilization	2	11/17/25 – 11/24/25	• Final seed and mulch all disturbed areas (Std 1058/1059) • Remove temporary controls as vegetation establishes • Leave construction entrance until site clean
Ongoing	12	9/8/25 – 11/24/25	• Weekly and post-storm (≥0.5") inspections • Maintain logs per NR 216 NOI requirements • Immediate repair of failed controls



NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING. REPAIR AND/OR CLEANOUT ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. IF TRACKING PAD IS FILLED WITH SEDIMENT REMOVE AND REPLACE COURSE AGGREGATE.

ROCK CONSTRUCTION ENTRANCE

WISCONSIN'S ONE-CALL CENTER 811 OR (800) 242-8511
Per Wisconsin Statute 182.0175, contact Digger's Hotline for a utility locate a minimum of three business days prior to beginning excavation

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EROSION CONTROL DETAILS

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

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SCALE: 1" = FEET
(PRINTED AT 11"x 17")

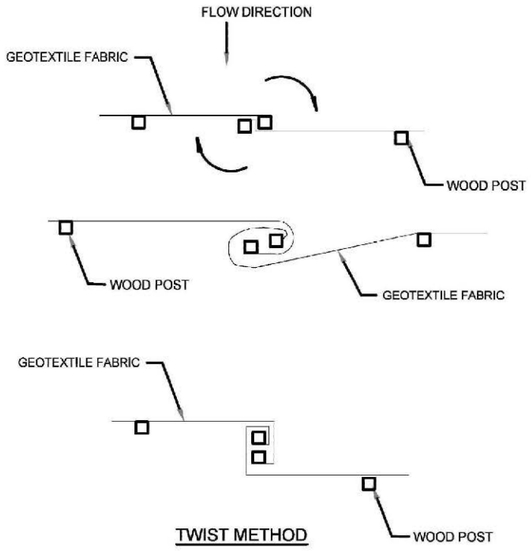
PROJECT NO:	2025-106 (A)
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GENERAL NOTES

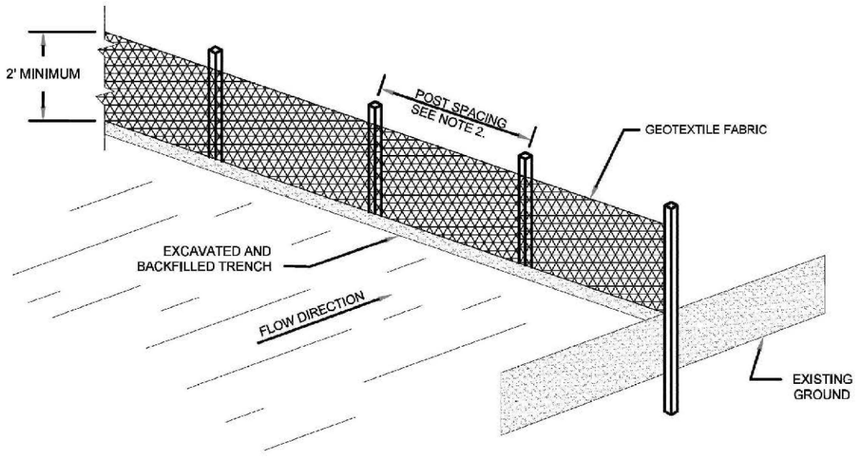
TEST REQUIREMENT	METHOD	VALUE *
MINIMUM GRAB TENSILE STRENGTH IN THE MACHINE DIRECTION	ASTM D 4632	120 LBS.
MINIMUM GRAB TENSILE STRENGTH IN THE CROSS MACHINE DIRECTION	ASTM D 4632	100 LBS.
MAXIMUM APPARENT OPENING SIZE EQUIVALENT STANDARD SIEVE	ASTM D 4751	NO. 30
MINIMUM PERMITTIVITY	ASTM D 4491	0.05 SEC^{-1}
MAXIMUM PERMITTIVITY	ASTM D 4491	0.135 SEC-1 OR 10 gpm/sq ft at 50 mm constant head.
MINIMUM ULTRAVIOLET STABILITY PERCENTAGE OF STRENGTH RETAINED AFTER 500 HOURS OF EXPOSURE	ASTM D 4355	70%

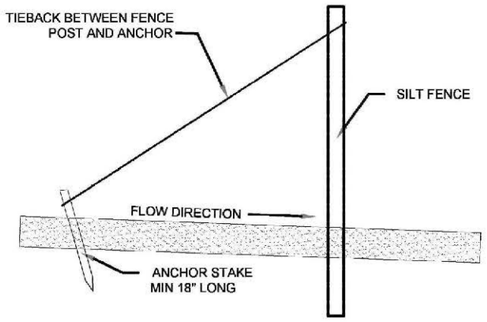
* ALL NUMERICAL VALUES REPRESENT MINIMUM/MAXIMUM AVERAGE ROLL VALUES. (FOR EXAMPLE, THE AVERAGE OF MINIMUM TEST RESULTS ON ANY ROLL IN A LOT SHOULD MEET OR EXCEED THE MINIMUM SPECIFIED VALUES.)

1. THE GEOTEXTILE FABRIC SHALL BE PLACED IN THE EXCAVATED TRENCH, BACKFILLED, AND COMPACTED TO THE EXISTING GROUND SURFACE.
2. WOODEN SUPPORT POSTS SHALL BE A MINIMUM DIMENSION OF 1-1/8" x 1-1/8" AIR OR KILN DRIED OF HICKORY OR OAK AND 4 FEET LONG. STEEL POSTS SHALL BE STUDDED "TEE" OR "U" TYPE WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAL FOOT AND 5 FEET LONG. POST SPACING SHALL BE A MAXIMUM OF 8 FEET FOR WOVEN FABRIC AND 3 FEET FOR NON-WOVEN FABRIC.
3. THE GEOTEXTILE FABRIC SHALL BE ATTACHED DIRECTLY TO THE UPSLOPE SIDE OF WOODEN POSTS WITH 0.5 INCH STAPLES IN AT LEAST 3 PLACES, OR WITH WOODEN LATH AND NAILS. ATTACHMENT TO STEEL POSTS WILL BE BY WIRE FASTENERS OR 50 POUND PLASTIC TIE STRAPS ON THE UPSLOPE SIDE.
4. THE GEOTEXTILE FABRIC SHALL CONSIST OF EITHER WOVEN OR NON-WOVEN POLYESTER, POLYPROPYLENE, STABILIZED NYLON, POLYETHYLENE, OR POLYVINYLIDENE CHLORIDE. NON-WOVEN FABRIC MAY BE NEEDLE PUNCHED, HEAT BONDED, RESIN BONDED, OR COMBINATIONS THEREOF. ALL FABRIC SHALL MEET THE FOLLOWING REQUIREMENTS:

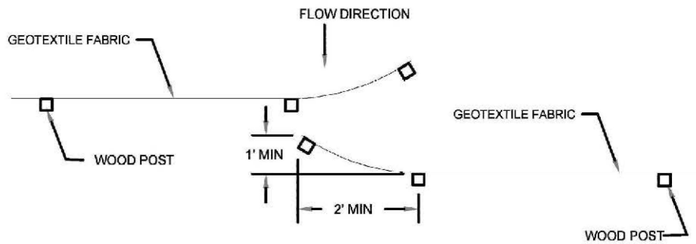


TWIST METHOD



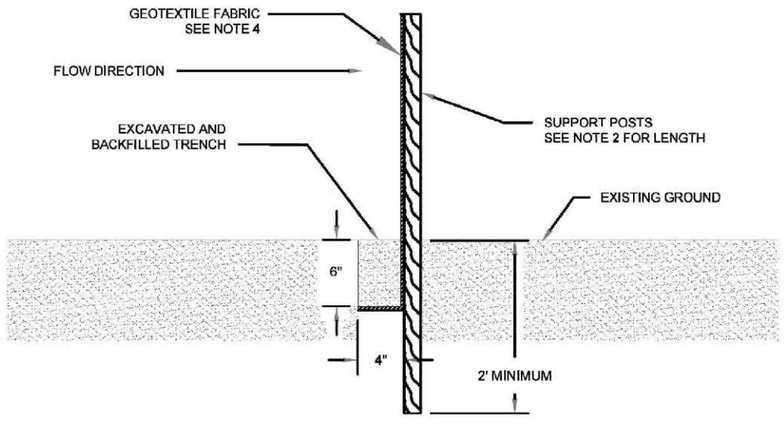


SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)



HOOK METHOD

JOINING TWO LENGTHS OF SILT FENCE



SILT FENCE TYPICAL INSTALLATION

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EROSION CONTROL DETAILS

HARTLAND SUBDIVISION

DEVELOPMENT

VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

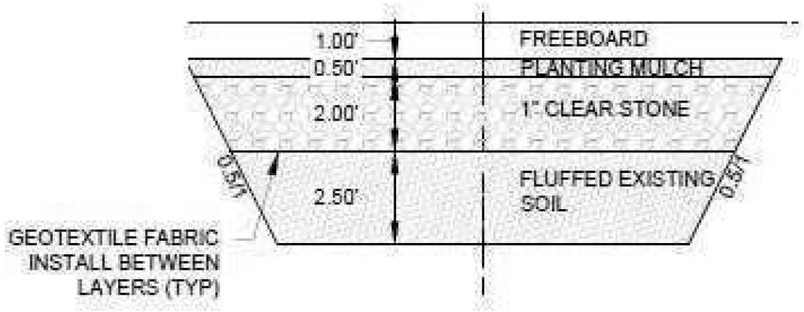
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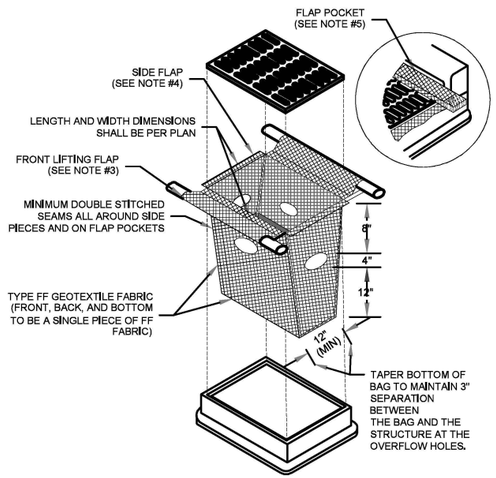
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DRAWN BY:	OCZ
SHEET:	D 5.1



BIOFILTERED FOREBAY CROSS SECTION



INLET PROTECTION
TYPE D
CAN BE INSTALLED IN INLETS
WITH OR WITHOUT CURB BOXES

MAINTENANCE NOTES:

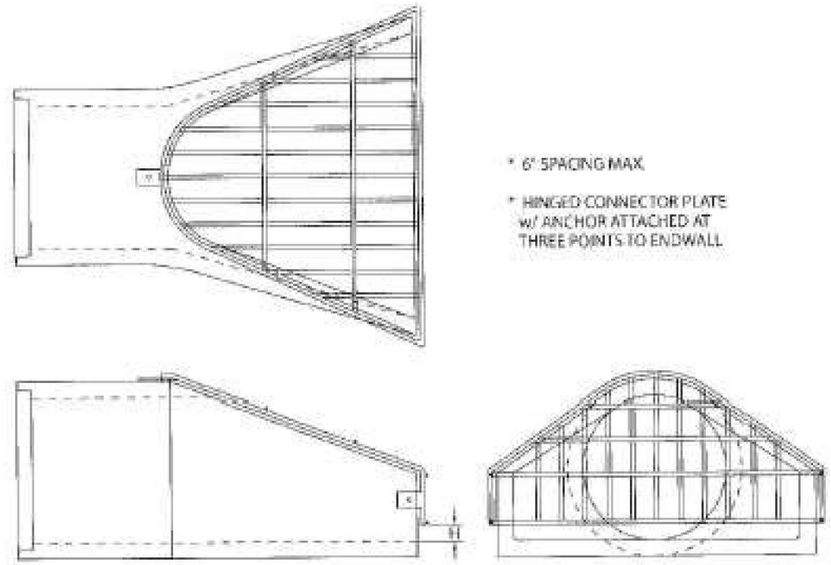
1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

NOTES:

1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG, FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.
3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" X 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

INLET PROTECTION TYPE D

ENDWALL SIZE	BAR DIAMETER	ANCHOR DIAMETER	H HEIGHT
12"	½"	⅜"	2½"
15"	½"	⅜"	3"
18"	½"	⅜"	4"
21"	½"	⅜"	4"
24"	½"	⅜"	4"
27"	1"	⅜"	5"
30"	1"	⅜"	5"
36"	1"	⅜"	5"
42"	1"	⅜"	6"
48"	1"	⅜"	6"
54"	1½"	⅜"	6"
60"	1½"	⅜"	7"
66"	1½"	⅜"	7"
72"	1½"	⅜"	7"
84"	1½"	⅜"	8"



NOTES:
1. TRASH RACK BARS TO BE GALVANIZED.
2. CONNECTOR PLATE WITH BOLD ATTACHED AT THREE POINTS TO ENDWALL

TRASH RACK NO SCALE
ST0-GRATE-04 96

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EROSION CONTROL DETAILS
HARTLAND SUBDIVISION
DEVELOPMENT
VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

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DESIGNED BY:	RJR
DRAWN BY:	OCZ
SHEET:	D 5.2

DEVELOPMENT AGREEMENT- EAGLE PASS

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of _____ _____, 2025 (the "**Effective Date**") by and between the Village of Hartland (the "**Village**"), a Wisconsin municipal corporation, and Servi Investments LLC, a Wisconsin limited liability company ("**Developer**"). Village and Developer may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer owns real estate in the Village with tax key number of HAV 0428959002 (located at approximately just west of Eagle Pass and south of State Highway 16) and as further described on the **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

B. Developer, pursuant to the terms and conditions of this Agreement, intends to develop a residential subdivision on the Property that includes seven (7) residential lots (the "**Project**").

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

D. The Village seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, the installation of public sanitary sewer facilities, water mains and water service laterals, the grading of public and private lands, erosion and stormwater runoff control and street improvements to serve the Project.

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

AGREEMENT

ARTICLE I – REQUIRED INFORMATION

1.1 Incorporation of Recitals. The recitals set forth above are hereby incorporated and fully made part of this Agreement.

1.2 Required Information. The Village shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.3 below, if the Required Information (as defined below) has not been timely provided to the Village in a form and in substance reasonably acceptable to the Village. On or before _____ _____, 2025, Developer shall provide to the Village the following required information related to the anticipated development of the Property (collectively, the "**Required Information**") and such other documentation as the Village may request, both in form and in substance acceptable to the Village:

(a) A title policy issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the owner of the fee interest in the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, "**Exceptions**"). None of the Exceptions will interfere with the proposed development and use of the Project.

(b) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

(i) Intended commencement and completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(c) The construction contracts and a cost breakdown and budget listing the intended cost of each improvement and construction expense for the Project, including all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer's independent consulting engineer or independent architect.

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

(e) A copy of the final construction plans/plat and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the "**Final Plans**"). The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the Village in writing. As of the date of this Agreement, Developer has submitted the Final Plans to the Village for approval by the Plan Commission and Village Board. The Plan Commission has reviewed and approved the Final Plans on _____ _____, 2025. The Village Board has reviewed and approved the Final Plans final plat on _____ _____, 2025.

(f) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

1.3 Termination Rights. If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the Village, the Village shall have the right to terminate this Agreement and shall have no obligations under this Agreement.

ARTICLE II- DEVELOPER OBLIGATIONS

2.1 Improvements. Developer shall make, at Developer's own expense, the following improvements and perform the following work on the Property subject to the Final Plans and pursuant to the other terms and conditions of this Agreement (the "**Developer Improvements**"):

(a) Developer shall commence construction of the Project on or before _____ _____, 20__, and the Project will consist of seven (7) residential lots, one (1) outlot and other improvements consistent with the Final Plans. Upon commencement of such work, Developer shall proceed to the full completion of all of the improvements set forth in this Section 2.1 with due diligence and without unreasonable delay or interruption with the exception of force majeure events, if any, as defined in Section 15.11 below. The Project will be completed substantially in accordance with the Final Plans, this Agreement and all applicable building and zoning codes and ordinances. On or before _____ _____, 20__ (the "**Performance Date**"), all Public Improvements (as defined below) will be completed and accepted by the Village.

(b) Developer shall complete the installation of all municipal infrastructure necessary to service the Project, including, without limitation, the public improvements (sanitary sewer, water main, storm sewer, and street construction) set forth in **Exhibit B** attached hereto and incorporated herein by reference (the "**Public Improvements**"), consistent with the Final Plans and all applicable laws and regulations related to the construction of such public improvements). For the avoidance of any doubt, Developer shall include in the Final Plans submitted to the Village all plans and specifications for all of the Public Improvements. The Final Plans shall, among other things, meet Village standards requirements for design and construction of Public Improvements for a development in the Village. Upon receiving all necessary approvals by the Village (which may be withheld for any lawful reason), Developer shall dedicate the Public Improvements to the Village.

(c) Developer shall promptly pay for all Village Impact, Park and Library, RSAC and Sewer Connection and Del-Hart fees.

(d) Developer shall install and maintain all private streets and ways through the Property necessary to serve the Project and shall provide public access to said private streets to and from _____and _____.

(e) Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding or sod.

(f) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(g) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(h) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(i) Developer shall be responsible for all erosion control related to construction of all improvements on the Property.

(j) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, legal work negotiating and enforcing this Agreement (and other agreements associated with this Agreement) materials, labor and permit, impact and license fees. The Village shall keep a detailed accounting of such costs and bill Developer at the rates contracted by the Village for such services plus overhead.

The obligations on the Developer under this Agreement will be deemed covenants running with the land and are be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property; provided, however,

2.2 Progress and Quality of Work. Upon commencement of the Project, the Developer shall proceed to the full completion of the Project with due diligence and without delay or interruption.

2.3 Compliance Obligations. The Project will be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and the Developer shall obtain and maintain all necessary permits and licenses for the Project. The Village shall, at Developer's sole cost, reasonably cooperate with the Developer in connection with obtaining necessary permits and licenses for the Project.

2.4 Design, Construction and Installation of Public Improvements. Pursuant to and in reliance on Wis. Stat. § 62.15(1e), Developer shall design, construct and install, at Developer's sole expense, the Public Improvements pursuant to the applicable regulations, codes, standards and specifications established by the Village's Department of Public Works and the State of Wisconsin to support the Project. All design work for any required Public Improvements shall be completed and approved by the Developer who shall also provide to the Village as-built construction records for the Public Improvements in an electronic format acceptable to the Village. This shall be accomplished at the sole expense of the Developer through the furnishing of one set of reproducible "as built" plans for all the Project improvements. Reproducible plans shall be provided on Mylar or another similar media acceptable to the Village Engineer and to the DPW Director together with an electronic file copy of said plans compatible with the Village's GIS software prior to Village acceptance of dedication. Electronic plans provided hereunder shall include GPS locations for manholes, valves and other included items at a fixed location.

2.5 Improvements Dedication and Easements. Pursuant to and in reliance on Wis. Stat. § 62.15(1e), Developer shall dedicate all Public Improvements to the Village pursuant to the terms of this Agreement. If the Village determines (in the Village's sole discretion) that easements are reasonably necessary for furtherance of utilities servicing the Project, including, but not limited to, sewer, water, lighting, gas or electric, Developer shall dedicate, donate or convey such easements at no cost to the Village. ~~Upon the~~There shall not be any conveyance of any storm water detention / retention pond(s) or ground improvements or basins~~, if any,~~ ~~-~~on the Property from Developer to the Village.~~,~~ However Developer shall provide to the Village an access easement (to the extent necessary and in form and substance acceptable to the Village, and subject to the Developer's approval, not to be unreasonably withheld or delayed) to access ~~the~~ all portions of the Property containing stormwater drainage ways/storm sewer/stormwater basins as identified in the Stormwater Management Maintenance

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Agreement to allow occasional Village staff/ Contractor access for inspection ~~conveyed to the Village that includes such pond(s).~~

2.6 Acceptance of Improvements Dedication or Work. The Village, or its designee(s), shall inspect the Public Improvements intended to be donated as they are installed and, if acceptable to the Village Engineer, or his/her designee (in his/her sole discretion), certify such improvements as being in compliance with the Village's standards and specifications. Developer shall assume all reasonable third-party inspection services, construction engineering review costs and attorneys' fees incurred by the Village in the accomplishment of the Project. Before obtaining certification of the Public Improvements, the Developer shall present to the Village valid lien waivers from the all contractors for all parties providing materials or performing work on the Public Improvements. Certification by the Village Engineer does not constitute a waiver by the Village of the right to pursue its all remedies / defaults for defects in or failure of any of the Public Improvements that are detected or which occur following such certification.

Developer further agrees that the dedication of right-of-way improvements and the required Public Improvements and utility easements will not be accepted by the Village until they have been inspected and approved (in their sole discretion) by the Village Engineer. In addition, any water system installation will not be accepted until a bacteriologically safe sample is obtained by a certified agency. Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the Village's acceptance of the water system. Developer shall be responsible for all costs associated with any corrective work for Developer's water system installation. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and acceptance of the system by the Village, ownership and control of the system will be turned over without any restrictions to the Village.

Developer shall provide for maintenance and repair of all Public Improvements constructed by Developer until such improvements are formally donated and dedicated to and accepted by the Village through resolution of the Village Board. The Village will provide timely notice to Developer whenever inspection reveals that a Public Improvement does not conform to the standards and specifications found in the Final Plans or is otherwise defective in a manner that causes the Public Improvement to fail to meet the requirements of this Agreement.~~.~~ Developer shall have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The Village shall not declare a Default under this Agreement during the thirty (30) day cure period on account of any such defect unless Developer has failed to commence a cure, or unless the Village determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. The Village shall accept Developer's donation, dedication or conveyance of right-of-way and utility easements by Resolution of the Village Board following certification by the Village of the Public Improvements.

2.7 Guarantee of the Work. All guarantees or warranties for materials or workmanship for the Public Improvements shall be for a period of not less than two (2) years from the date of acceptance by the Village and shall be prosecuted/enforced by Developer with the non-monetary cooperation ~~of the~~of the Village (as beneficiary).

2.8 Obligation to Repair. Developer shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of developer's guarantee and shall leave the improvements in good and sound condition, satisfactory to the Village Engineer and DPW Director at the expiration of the guarantee period.

2.9 Notice of Repair. If during a respective guarantee period, the improvements shall, in the professional opinion of the Village Engineer and DPW Director, require repairs or replacements which in their judgment are necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, Developer shall, upon written notification by the Village Engineer and DPW Director of the necessity for such repairs, make such repairs, at its own cost and expense. Should Developer fail to make such repairs within a reasonable time after written notice has been sent as provided herein, or fail to start work within fourteen (14) calendar days after such written notice, weather permitting, the Village may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the Village may draw upon said guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the cost or expense incurred by the Village in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, the Developer shall, within thirty (30) days of being invoiced by the Village, pay one hundred and twenty-five percent (125%) of any excess cost or expenses actually incurred in the correction process.

2.10 Maintenance Prior to Acceptance. Developer shall maintain the public improvements until such as they are accepted by the Village in dedication. This maintenance shall include routine maintenance, such as dust suppression, crack filling, roadway patching and the like. In cases where emergency maintenance is required, such as sewer blockage, the Village retains the right to complete the required emergency maintenance in a timely fashion and bill Developer for all actual associated costs. The Village shall not be responsible for snow removal prior to acceptance of the public street improvements. All improvement shall be maintained so they conform to the applicable plans and specifications attached as exhibits to this Agreement at the time of their acceptance by the Village.

2.11 Security for Payment and Performance of Developer's Obligations.

(a) Security Required. Prior to the commencement of construction activities related to the Project, Developer shall deliver or cause to be delivered to the Village a Letter of Credit equal to one hundred fifteen percent (115%) of the Village Engineer's cost estimate of all public and private (i.e. retention/detention areas, walkways and paths, monument signage, sanitary sewer, storm sewer, water and other improvements) for the Property shown on the final Plat and the applicable plans and specifications pertaining thereto (including, but not limited to, temporary and permanent landscaping and erosion control provisions, landscaping, seeding, and other improvements).

(b.) Form of the Letter of Credit. An original, irrevocable letter of credit issued by a federally insured banking institution naming the village as payee and expiring no sooner than twelve months, and being in a form acceptable to the Village Attorney.

(c) Maintenance of Security. Security as described in this section 2.11 shall be renewed in a form acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be maintained as described below for a period of time expiring twenty-four (24) months after the improvements for which the security is provided are substantially complete in accordance the following Wisconsin Statutes:

§236.13(2)(ad)1., *"Binder course" means the non-surface-level course that is attached to the packed-level gravel course.*

§ 236.13(2)(am)2., For purposes of subd. 1., public improvements reasonably necessary for a project or a phase of a project are considered to be substantially completed upon the installation

of the asphalt or concrete binder course on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, at the time that 90 percent of the public improvements by cost are completed.

In the event that the letter ~~if~~of credit is not renewed at thirty (30) days prior to its expiration, the Village may draw upon such security for purposes of repair, correction and / or completion of the improvements provided for in this Agreement.

(d) Reduction of Security Upon Partial Completion. The amount of the Security may be reduced as the improvements described in the Plat and the plans and specifications set forth on the attached exhibits are completed and approved by the Village Engineer and the DPW Director in accordance with the following procedure.

1. From time-to-time during the course of construction, Developer may request the Village Engineer and DPW Director, as Agents of the Village, to use reasonable efforts to conduct inspection within seven (7) days after the request.

2. The request to inspect shall be accompanied by certification prepared by Developer's engineer stating that certain work had been completed and which includes an estimate of the dollar value of the work completed to the date of the request and since engineer's last certification and that the subject work has been completed in a good and workmanlike manner and in compliance with the Plat and applicable plans and specifications.

3. The request for inspection shall also be accompanied by certification from Developer's engineer estimating the cost to complete the remaining balance, with the estimated dollar value of the improvements completed and the estimated cost to complete the remaining improvements being on a form and presented in a manner reasonably acceptable to the Village Engineer and DPW Director.

4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn contractor's statement and appropriate photocopies or originals of lien waivers showing that all work in place and for which a reduction in the security is requested has been fully paid for or that all mechanic's or other liens have been waived.

5. the Village Engineer and DPW Director shall approve a reduction in the Security provided the following are met:

i. Receipt of the required documentation from the Developer;

ii. Inspection by the Village Engineer;

iii. Certification by the Village Engineer to the Village and to the financial institution issuing any letter of credit via the Clerk of the Village stating:

1. The dollar value of the work completed to the date of the request for inspection and since the last certification by the Village Engineer;

2. That the work has been completed in a good and workmanlike manner and in compliance with the Plat and the applicable plans and specifications;

3. That no mechanic's liens will attach to the site or to any property of the Village as a result of the installation of the improvements;

4. That Developer' engineer or Village Engineer's estimate of the dollar value of the work completed and the cost to complete the remaining improvements are reasonable;

iv. The balance remaining in the security is at least equal to one hundred (100%) of the cost to complete all the remaining public and private improvements plus ten percent (10%) of the total cost of any completed improvements.

(e) Release of Security Upon Passage of Guarantee Period. Upon final completion of all of the improvements, the acceptance by the Village of the public improvements, the posting of any required warranty of maintenance letter of credit security, if needed, and the passage of the two (2) year Guarantee period provided for in section 2.7 above, the then remaining balance of the security shall be released and returned, after first drawing upon the security for any fees and costs due and ~~owning~~ owing to the Village pursuant to all applicable ordinances and this Agreement.

(f) Return of Excess Proceeds After Default. In the event of default by Developer under this Agreement, if any of the security funds remain in the possession of the Village after all of the public and private improvements have been completed in a good and workmanlike manner in accordance with the applicable Final Plat and applicable plans and specifications, and all warranty or maintenance obligations have been satisfied, and the satisfaction all fees and costs and expenses of the Village, including reasonable attorney's fees, engineering fees, consultant fees or other out-o-pocket expenses incurred in completing the improvements and/or in releasing liens thereon in paying for work completed prior to default and other costs incurred as a result of the default of Developer; then any remaining balance shall be paid to Developer subject to any claim to said funds exerted by any financial institution issuing any letter of credit given as security.

2.12 Indemnification and Insurance Required of Private Contractors.

(a) **Indemnification.** In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, Developer, or its successors in interest, shall INDEMNIFY, DEFEND AND HOLD HARMLESS the Village, its officers, agents and employees, against any and all liability, claims, loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise in the course of, out of, or as a result of the performance, mis-performance, or nonperformance of Developer's obligations under this Agreement or Developer's negligent construction of improvements covered thereby in anyway related to the Project. Developer shall have no obligation to indemnify, defend and hold harmless or defend the Village resulting from negligent or intentional acts of the Village, its officers, agents, or employees. In every case where Developer is obligated to indemnify, defend and hold harmless the Village, its officers, agents and employees, if judgment is rendered against the Village, its officers, agents, or employees and notice and opportunity to defend was given to Developer of the pendency of the suit within ten (10) days after service of the summons and complaint on the Village, such judgment will be conclusive upon Developer not only as to the amount of damages, but also as to its liability to the Village and/or its officers, agents, and employees.

(b) **Insurance.** Until the Project is completed and approved of by the Village, Developer shall maintain and cause its general contractor to maintain at all times and naming the Village, its officers, employee and agents as additional insureds, insurance with minimum limits and coverage as shown below:

(c) Worker's Compensation, including Occupational Disease, Insurance meeting the statutory requirements of the State of Wisconsin, and Employer's Liability insurance in an amount of at least One Million Dollars ($1,000,000).

(d) Comprehensive Liability Insurance providing limits for bodily injury and personal injury of One Million Dollars ($1,000,000) per occurrence with an aggregate of Two Million Dollars ($2,000,000). The policy must include the Village and its agents, officers and employees as "additional insureds" and provide premises, operations, elevators, damage, blanket contractual covering indemnities within contract documents, products and completed operations coverage and be endorsed as "primary and non-contributory" to any insurance of the additional insured, except from their negligence.

(e) Comprehensive Automobile Liability Insurance, on occurrence basis, covering all owned, non-owned, and hired vehicles with limits of liability equal to those set forth in subsection 2.12(d) above.

(f) A policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property.

(g) Developer shall furnish the Village policy declarations and endorsements evidencing additional insureds to policies covering the above-recited insurance requirements. All policy endorsements must state that notice of any material change in coverage, non-renewal, or cancellation will be provided to the Village thirty (30) days prior to the effective date of any such change, non-renewal, or cancellation. The form of the policy endorsements will be subject to the approval of the Village Manager and / or his designee. The policy endorsements must be delivered prior to the commencement of any site activities or ground disturbing construction pursuant to this Agreement. PRESENTMENT OF PROOF OF THE COMPLETE PROCUREMENT OF THE COVERAGE INDICATED HEREIN. IN THE FORM OF DECLARATIONS AND ENDORSEMENTS WILL BE A PRECONDITION TO THE ISSUANANCE OF ANY PERMITS. **AN ACORD 25 WILL NOT BE DEEMED ACCEPTABLE PROOF.** PROOF OF THE RENEWAL OF SUCH COVERAGE SHALL BE PRESENTED AS SOON AS AVAILABLE AND PRIOR TO THE EXPIRATION OF ANY PERIOD OF COVERAGE FOR ANY TYPE OF INSURANCE.

(h) It is understood and agreed that the insurance coverage and limits required above shall not limit the extent of Developer's responsibilities and liabilities pursuant to this Agreement or imposed by law.

2.13 Compliance with Law. Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

2.14 Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property, if any, when due.

2.15 Time is of the Essence. Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements.

ARTICLE III– VILLAGE IMPROVEMENTS

3.1 Village Improvements Work. Developer, in consultation with the Village Engineer, shall design Village Improvements (as hereafter defined), if any, and shall install the improvements and perform the work listed in **Exhibit C** attached hereto and incorporated by reference (the "**Village Improvements**") and pursuant to the terms of this Agreement. If the Village Improvements are not completed within the timeframes provided in **Exhibit C**, as a result of acts or omissions by the Developer, the Village shall have the discretion of pursuing all remedies available including legal and administrative (e.g. delaying the issuance of building permits for any improvement on the lots or out lots of the Project).

3.2 Special Assessments. The Developer acknowledges and agrees that the Village may special assess the Property for all costs incurred by the Village related to the Village Improvements and the Project not covered by the provided security deposited by Developer as permitted by applicable laws, regulations and ordinances.

ARTICLE IV-ACCESS, INSPECTIONS AND CONTRACTORS

4.1 Access and Inspections. Developer hereby grants to the Village, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times for the purpose of facilitating the Village's inspection of the Property and the Project.

4.2 Inspections for Village's Benefit Only. All inspection conducted by the Village or its agents will be deemed to have been for the Village's own benefit and will in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the Village.

4.3 Contractors and Consulting Engineers. At any time, the Village shall have the right to retain consulting engineers and architects to perform services for the Village (which will be at the Village's expense, unless the Village must perform multiple inspections as a result of Developer's failure to meet the Final Plans) including, without limitation:

(a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;

(b) to advise the Village of the anticipated cost of, and a time for, the completion of construction work; and

(c) to review and advise the Village of any proposed changes in the construction of the Project.

The Village's selection of, and reliance upon, the consulting engineers and architects will not give rise to any liability on the part of the Village for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project must be qualified in the Village to perform the work, shall be licensed to do business in the State of Wisconsin, must have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

ARTICLE V- ZONING, LAND USE AND RESTRICTIVE COVENANT

5.1 Zoning Compliance. Development on the Property under this Agreement must follow the applicable zoning ordinance and land use guidelines applicable to the Property and will be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued. Nothing in this Agreement will obligate the Village to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

5.2 Tax Status/Restrictive Covenant. Without the prior written consent of the Village (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render such Property exempt from Property taxation. Developer shall record a deed restriction or restrictive covenant against the Property prior to any sale or leasing of the Property to make any subsequent purchasers or users of any portion of the Property subject to this provision. The deed restriction or restrictive covenant will permit, but shall not obligate, the Village to enforce such deed restriction or restrictive covenant and will be in form and in substance reasonably acceptable to the Village. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains an interest as owner, tenant or occupant provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the Village.

ARTICLE VI– ASSIGNMENTS AND CHANGES OF CONTROL

6.1 Assignments and Change of Control. This Agreement is only assignable by Developer with the prior written consent of the Village (which may be withheld by the Village for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the Village (which may be withheld by the Village for any reason). The prohibition on the transfer of ownership or control will not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement, "Ownership Interests" shall mean the members' right to share in distributions and other economic benefits of Developer, the members' right to participate in decision making, or both. The current members of Developer are identified on **Exhibit D** attached hereto and incorporated herein by reference.

ARTICLE VII– DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

(a) it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin

and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

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

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

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

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

(f) it will not make or consent to any material modifications to the Final Plans without the prior written consent of the Village;

(g) it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the Village) a surety bond sufficient to release said claim or lien or provide the Village with other such assurances that the Village may reasonably require;

(h) it will take all reasonable and necessary steps to avoid claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal Property and fixtures located or used in connection with the Property;

(i) it will pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(j) it will promptly furnish to the Village written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

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

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

(m) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer or any of the members of the Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Village in writing; and

(n) there are no delinquent outstanding personal Property taxes, real estate taxes, or special assessments affecting the Property.

7.2 Execution Representations and Warranties. The person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

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

ARTICLE VIII – VILLAGE REPRESENTATION AND WARRANTIES

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

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

(b) The individuals signing this Agreement on behalf of the Village are doing so only in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and / or waived. Such individuals have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the Village is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the Village enforceable against it in accordance with their respective terms.

ARTICLE IX – DEFAULTS

9.1 Default. Any one or more of the following shall constitute a "**Default**" under this Agreement.

(a) Developer fails to timely and fully perform, or comply with, any one or more of its respective obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein (including, without limitation, the untimely satisfaction of the Project, the Public Improvements or the untimely delivery of the Required Information).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

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

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

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

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

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

(vi) adopt a plan of complete liquidation of its assets.

ARTICLE X– REMEDIES

10.1 Remedies. In the event of a Default, the Village shall provide written notice to Developer of the Default (the "**Default Notice**"); however, such defaulting party shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 9.1(c) above.

(a) The Default Notice will provide Developer at least thirty (30) days to cure a Default; however, the 30-day period may be extended to the period of time reasonably necessary to cure the Default, if Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default but in no event will the period of time to cure the Default exceed ninety (90) days from the date of the Default Notice.

(b) In the event the Default is not fully and timely cured by Developer, the Village shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies will not be a bar to the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement:

(i) The Village may refuse to issue any permits to Developer or purchaser or acquirer of any lot for the construction of buildings or improvements within the Property;

(ii) The Village may recover from Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the Village related to or arising out of a Default;

(iii) The Village may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, the conveyance of the Property; or

(iv) The Village may terminate this Agreement.

ARTICLE XI – SUCCESSORS AND ASSIGNS

11.1 Successors and Assigns; Assignment. This Agreement will be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. This Agreement shall not be assigned by Developer without the prior written consent of the Village, which consent may be withheld for any reason.

ARTICLE XII – TERMINATION

12.1 Termination. This Agreement shall not terminate until the termination by the Village pursuant to the terms of this Agreement; however, and notwithstanding any provision herein to the contrary, the termination of this Agreement shall not cause a termination of the rights and remedies of the Village under this Agreement.

ARTICLE XIII – NOTICES

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

If to the Village:

Village of Hartland
Attention: Village Manager
210 Cottonwood Ave
Hartland, WI 53029

with a copy to:

Hector de la Mora, Esq.
von Briesen & Roper, s.c.
20975 Swenson Drive, Suite 400
Waukesha, WI 53186

If to Developer:

Servi Investments LLC
Attention: Ken Servi
1007 N. Pinegrove Ct
Hartland, WI 53029

with a copy to:

Tracy J. Murn
Axley
N17W24222 Riverwood Dr. Ste 250
Waukesha WI 53188

ARTICLE XIV – APPLICABLE LAW

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

ARTICLE XV – MISCELLEANEOUS

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

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

15.3 No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the Village warrant by this Agreement that the Developer is entitled to any other approvals required.

15.4 Homeowner's Association. Developer shall form and incorporated a Homeowner's Association detailing its respective role, duties, obligations, fiscal responsibilities and governance rights, including enforcement authority with respect to all Property within the Project and its use as follow: [NEED TO PROVIDE CONTENT FOR THIS AGREEMENT IN ADDITION TO THE DOCUMENTS EVIDENCING SAME.]

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

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

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

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

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

15.10 Recording of this Agreement and Exhibits. This Agreement and its Exhibits in executed form shall be recorded by the Village in the office of the Register of Deeds for Waukesha County, Wisconsin.

15.11 Force Majeure-Exceptional Event. If any Party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters ("Exceptional Event") beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, or other similar causes, and provided the affected party notifies the other in writing of within three (3) days of the occurrence / commencement of the Exceptional Event and the length of any anticipated delay, such act may be excused for the requested period of such delay, and the time for the performance of any such act may be extended for the allowed period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the Village, in its sole and absolute discretion, may allow up to a cumulative total of twelve (12) month extension on the deadlines set forth in Section 2.1 above should reasonable delays occur as a result of supply chain issues or material cost increases. Any such approved delay by the Village will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence will not apply.

15.12 Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity or statutory caps available to the Village under applicable law. The Parties mutually agree that the Village's President and Village Clerk, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

15.13 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. In addition, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

15.14 Recording. This Agreement will only be effective as of the Effective Date upon the execution of this Agreement and its full recordation with the Register of Deeds for Waukesha County.

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

VILLAGE: VILLAGE OF HARTLAND

By: _____
Name: Jeff Pfannerstill, Village President

Attest: _____
Name: Sandee Policello, Village Clerk

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named Jeff Pfannerstill, Village President, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer by the Village of Hartland.

_____
NOTARY PUBLIC, State of Wisconsin
Print Name:_____
My Commission:_____

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, 2024, the above-named Sandee Policello, Village Clerk, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as such officer by the Village of Hartland.

_____
NOTARY PUBLIC, State of Wisconsin
Print Name:_____
My Commission:_____

DEVELOPER: SERVI INVESTMENTS LLC

By: _____
Name: Ken Servi, _____ (title)

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named Ken Servi, _____ (title), to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the foregoing.

_____
NOTARY PUBLIC, State of Wisconsin
Print Name:_____
My Commission:_____

EXHIBIT A
The Property

EXHIBIT B

EXHIBIT B
Developer Improvements

I. PUBLIC IMPROVEMENTS

All Public Improvements shall be: (a) installed at the Developer's sole expense, and (b) dedicated to the public. In order to be dedicated to the public, all Public Improvements shall: (y) meet all of the Village's requirements and specifications for such Public Improvements, respectively, and (z) be acceptable to the Village Engineer.

a. Streets

Developer shall grade and surface all streets (private and public, if any) within the Property for the Project in accordance with Village requirements and specifications for private streets.

b. Storm Water Management/Ponds

Developer shall construct a storm sewer system to provide adequate storm and surface water drainage throughout the Property in compliance with all applicable laws, regulations and ordinances, including, without limitation, all regulations of the Wisconsin Department of Natural Resources ("**WDNR**") related to the installation and maintenance of storm sewer systems and Section 50-198 (Stormwater Management Facilities) of the Village's General Code of Ordinances. All detention ponds shall include a pipe to meter out the excess water into the Village's storm sewer system. Developer shall grade and improve all lots in conformance with the master grading plan for the Property and restore all disturbed areas with topsoil and seed to establish dense vegetation. Developer shall seed the detention ponds with a prairie mix and establish the prairie per Village specifications. Upon completion of the installation of the storm and surface water drainage system(s) in compliance with the requirements set forth herein, ownership and control of such system(s) shall be conveyed as Common Area and Improvements to the Eagle Pass Homeowner's Association, Inc (as defined in the Declaration of Covenants, Conditions and Restrictions recorded with the Waukesha County Register of Deeds) except for and excluding five (5) catch basins and two (2) sections of storm sewer in between such catch basins as identified in the Stormwater Management Maintenance Agreement pertaining to the Project and in the plans and specifications of same which shall be conveyed to the Village upon the inspection and affirmative recommendation of the Village Engineer. ~~to the Village without any restrictions or liens on such portion of the Property to be conveyed to the Village and~~ Developer shall grant to the Village an access easement in form and substance acceptable to the Village on a portion of the Property for access to the Storm and Surface Water System, and such easement shall subject to the Developer's approval, not to be unreasonably withheld or delayed. ~~system(s).~~

c. Water Utility

The Developer shall furnish and install a complete water distribution system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for water distribution systems and the Village's standards and specifications for water mains. The water system(s) shall be adequately sized to provide Village of Hartland Fire Department indicated fire flows at all

hydrants. The Village will not accept the water distribution system(s) until it has been pressure tested and is bacteriologically safe as determined by the Village Engineer. Upon completion of the installation of the water distribution system(s) in compliance with the requirements set forth herein, Developer shall grant to the Village a utility easement in form and substance acceptable to the Village in order to maintain such system(s) within the Property.

d. Sanitary Sewer Utility

The Developer shall furnish and install a complete sanitary sewer system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for sanitary sewer systems and the Village's standards and specifications for such systems. The sanitary sewer system(s) shall be adequately sized to service the Property and the Project. Upon completion of the installation of the sanitary sewer system(s) in compliance with the requirements set forth herein, Developer shall grant to the Village a utility easement in form and substance acceptable to the Village in order to maintain such system(s) within the Property.

e. Storm Water Utility

The Developer shall furnish and install a complete storm sewer system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for storm sewer systems and the Village's standards and specifications for such systems. The storm sewer system(s) shall be adequately sized to service the Property and the Project. Upon completion of the installation of the storm sewer system(s) in compliance with the requirements set forth herein, Developer shall grant to the Village an access easement in form and substance acceptable to the Village in order to inspect ~~maintain~~ such system(s), and to inspect and maintain only five (5) catch basins and two sections of storm sewer between catch basins following their conveyance to the Village. within the Property.

f. Street Signs

Developer shall purchase and install the necessary traffic control signs and street name signs, and the Developer or its successors in interests shall reimburse the Village for all costs and expenses incurred related to the maintenance, replacement and installation of such signs.

II. OTHER IMPROVEMENTS

a. Landscaping

All landscaping plans for the Property and the Project shall comply with all applicable laws, regulations and ordinances, including, without limitation, Section 50-204 (Landscaping) of the Village's General Code of Ordinances. Developer shall make every attempt to preserve existing trees outside of any public right-of-way whenever practical when installing the Developer Improvements. Developer shall remove and lawfully dispose of destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

b. Erosion Control

Developer shall furnish and install a complete system of erosion control devices or measures in specified areas of the subdivision in compliance with all applicable laws, regulations and ordinances, including, without limitation, Article III (Construction Site Erosion Control) of the Village's General Code of Ordinances. All erosion control devices and measures must be approved by the Village Engineer before they are deemed to be complete under this Agreement. The Developer shall install silt fencing in conformance with the Final Plans prior to grading and construction. The Developer shall maintain such fences until such time as turf cover is established in the subdivision. All disturbed areas shall be restored with topsoil, seeded and mulched.

EXHIBIT C
Village Improvements

EXHIBIT D
Members of Developer

[DEVELOPER TO PROVIDE]

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EAGLE PASS SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLAT OF EAGLE PASS SUBDIVISION

Drafted by and Return Address:

Attorney Tracy J. Murn
Axley Brynelson, LLP
N17W24222 Riverwood Dr., Ste. 250
Waukesha, WI 53188

See Exhibit A

Parcel Identification Number (PIN)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "***Declaration***") is made by Servi Investments, LLC, a Wisconsin limited liability company (the *"**Declarant**"*) as of _____, 2025.

RECITALS:

A. Declarant is the owner of fee simple title in and to that certain real property situated in Waukesha County, Wisconsin, known as the Eagle Pass Subdivision, as shown on the plat (the "***Plat***") of subdivision recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, recorded on _____, as Document No. _____, and Affidavit of Correction recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, recorded on _____, as Document No. _____, and which is referred to in this Declaration as the "***Subdivision***" or "***Development***".

B. The Subdivision consists of seven (7) residential Lots numbered 1 through 7 inclusively as shown on the Plat. It is the intention and desire of Declarant that the Subdivision be further developed into a first class, protected community of homes, and it is the present purpose

of Declarant in executing this Declaration to subject the Subdivision to the restrictions, conditions, and covenants set forth below, each and all of which are for the benefit of each current and subsequent owner of any parcel in the Subdivision.

DECLARATION

NOW, THEREFORE, in consideration of the recitals set forth above, Declarant declares and agrees that each Lot in the Subdivision shall be held, sold, and conveyed subject to the following restrictions and conditions, which shall be construed as covenants running with the land, binding on all parties having any right, title, or interest in the Subdivision or any part of the Subdivision and on their heirs, successors, and assigns and shall inure to the benefit of each Member (defined below):

ARTICLE 1
STATEMENT OF PURPOSE

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision remains, and is further developed into, an attractive community; to preserve and maintain the natural beauty of the Subdivision; to ensure the most appropriate development and improvement of each Lot; to promote the erection of well-designed and proportioned structures; to obtain harmonious improvements and use of materials; and to insure the highest and best use of the Subdivision.

ARTICLE 2
DEFINITIONS

2.1 ***Architectural Control Committee (ACC)*** means and refers to a committee formed to maintain the quality and architectural harmony of improvements to the Development.

2.2 ***Architectural Guidelines*** mean and refer to the guidelines and rules established and supplemented from time to time by the Architectural Control Committee.

2.3 ***Articles or Articles of Incorporation*** mean and refer to the Articles of Incorporation of the Association which will have been filed with the Wisconsin Department of Financial Institutions to create the Association.

2.4 ***Assessments or Assessment*** mean and refer to annual, special and default assessments levied to meet the estimated cash requirements of the Association.

2.5 ***Association*** means and refers to the Eagle Pass Homeowners Association, Inc., a Wisconsin non-stock corporation, its successors and assigns.

2.6 ***Board of Directors*** **("Directors")** means and refers to the Board of Directors of the Association, which is the governing body of the Association.

2.7 ***By-Laws*** refer to the bylaws of Eagle Pass Homeowners Association, Inc.

2.8 ***Common Area*** means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now and hereafter owned by the Association for the common use and enjoyment of the Owners, including without limitation and if applicable, any water detention or retention pond(s), ~~or~~ water channeling ground feature, water basins~~park, playground and equipment~~, walking path, benches, or green space.

2.9 ***Declarant*** means and refers to Servi Investments, LLC, a Wisconsin limited liability company, and its successors and assigns.

2.10 ***Eagle Pass*** means and refers to the community created by this Declaration, consisting of the property and of all improvements located on the property.

2.11 ***Eagle Pass Documents*** mean and refer to the basic documents creating and governing Eagle Pass, including but not limited to this Declaration, the Articles of Incorporation, Bylaws of the Association, the Architectural Guidelines and any process, procedures, rules, regulations or policies adopted under such documents by the Association or the Architectural Control Committee.

2.12 ***Improvements*** mean and refer to all buildings and structures, parking areas, fences, walls, hedges, plantings, pools, driveways, ponds, recreational facilities, signs, changes in any exterior shape, excavation and all other site work including without limitation grading, road construction, utility improvement, *removal of trees or plantings*, and any new exterior construction or exterior improvement which may be included in the foregoing. "Improvements" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior appearance. "Improvements" does include both original improvements and all later changes and improvements.

2.13 ***Lot*** means and refers to any plot of land within the Eagle Pass whether or not Improvements are constructed thereon, which constitutes or will constitute a single family dwelling. The ownership of each Lot shall include all the rights, title, and interest of an Owner, which shall include without limitation, membership in the Association.

2.14 ***Member*** means and refers to any person or entity holding membership in the Association.

2.15 ***Mortgage*** means and refers to any mortgage, deed to secure debt, deed of trust, and any and all similar instruments used for the purpose of encumbering real property in this Development as security for the payment or satisfaction of an obligation.

2.16 ***Mortgagee*** means and refers to a holder of a Mortgage.

2.17 ***Owner or Owners*** mean and refer to the record owner, whether one or more persons, of the fee simple title to a Lot located within the Development, and entitled to one vote per Lot as a Member of the Eagle Pass Homeowners Association, Inc., but excluding those having such interest merely as security for the performance of an obligation.

2.18 ***Plat*** means and refers to any plat (or as-built survey) depicting the Property filed in the office of the Register of Deeds for Waukesha County, Wisconsin, as such Plat may be amended from time to time.

2.19 ***Property*** means and refers to the real property set forth in Exhibit A subject to this Declaration.

2.20 ***Voting Member or Voting Members*** mean and refer to the Members in good standing with the Association entitled to vote.

ARTICLE 3
THE ASSOCIATION

3.1 **Dedication of Common Area**. Declarant will convey to the Association certain parts of the Property as Common Area, as shown on the Plat, intended for common use by the Owners in Eagle Pass. Such designated areas shall, upon conveyance, be dedicated to the common use and enjoyment of Owners, and their families, guests, tenants, and invitees.

3.2 **Responsibility for Common Area**. Subject to the rights of the Owners set forth in this Declaration, the Association is responsible for the management and control of the Common Area and all Improvements in the Common Area (including related equipment), and shall keep it in good, clean, and attractive condition and repair consistent with the requirements of a first class residential community, pursuant to the terms and conditions of this Declaration.

3.3 **Membership**. Every Owner, by virtue of being an Owner and for as long as they are an Owner, is a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Owner, whether one or more persons, have more than one membership per Lot owned, but all of the persons owning each Lot are entitled to rights of membership and of use and enjoyment appurtenant to such ownership. The combination of two or more original Lots will be considered a single Lot for membership and assessment purposes. The Articles of Incorporation and Bylaws of the Association may set forth additional classifications of membership, which Members may or may not be Owners.

3.4 **Classes of Membership and Voting Rights**. Each Member, holding Class A membership, is entitled to one vote for each Lot, according to the plat, regardless of whether more than one person holds an interest in a Lot. If a Lot is owned by more than one person, then all Owners must consent to vote in the same manner. Any tenant of a Lot that is leased is not authorized to cast a vote. Only the record title holder of a Lot may vote on matters related to the Association.

3.5 **Compliance with the Document**. Each Owner shall abide by and benefit from the Eagle Pass Documents. A copy of the Association Rules in effect will be distributed to each Member of the Association, and any change in the Association Rules will be distributed to each Member within a reasonable time following the effective date of any change.

3.6 **Rules and Regulations.** The Association from time to time and subject to the provisions of the Eagle Pass Documents, may adopt, amend and repeal rules and regulations, to be

known as "Association Rules," governing the use of open space, schedule of fines for infractions of the Association rules, and setting such rules.

3.7 **Ownership of Personal and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interest within Eagle Pass conveyed to the Association by Declarant.

3.8 **Assistance to Architectural Control Committee.** The Association shall in all respects cooperate with and assist the ACC in the complete attainment of the ACC's functions, and the enforcement of its Architectural Guidelines, rules, regulations and decisions. Prior to the utilization of its Architectural Guidelines, rules or regulations, the Association shall present same to the Village of Hartland Joint Architectural Board/Plan Commission ("Architectural Board") for its one-time initial approval ~~and~~ to avoid conflicts with any Hartland Village ordinance, policy or procedure regulating the construction or modification of any Improvements placed on or affecting any Lot, provided the Architectural Board does not waive, or conditionally waive, such authority as permitted by Section 46-99 of the Village of Hartland Municipal Code. In the event of a conflict between the Declaration and the Village of Hartland Municipal Code, where the Declaration would permit an action that the Municipal Code prohibits, or where approval by the Architectural Board is required under the Code, the provisions of the Municipal Code and the authority of the Architectural Board shall prevail.

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3.9 **Implied Rights and Obligations.** The Association may exercise any other right or privilege given to it expressly by the Eagle Pass Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege. The Association shall perform all of the duties and obligations imposed upon it expressly by the Eagle Pass Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Eagle Pass documents where reasonably necessary to satisfy any such duty of obligation.

ARTICLE 4
ARCHITECTURAL CONTROL COMMITTEE

4.1 Eagle Pass is designed as a private residential community with architectural controls. To ensure that the Property is further developed harmoniously and that consistency is maintained throughout the Development, an Architectural Control Committee shall formulate, review, and control a comprehensive landscape plan, signs, parking and site Improvements including structures of all types as set forth in the Architectural Guidelines and Rules.

4.2 During the Class B membership term, the initial Architectural Control Committee (the "ACC") consists solely of Kenneth Servi. Upon termination of the Class B membership: (a) Kenneth Servi shall relinquish the power of the ACC to the Association, and (b) the Board of Directors shall appoint three Members to the ACC. The new Member ACC may promulgate guidelines as may be necessary to implement the architectural review process not inconsistent with established practice. If a member of the ACC fails or is unable to act in their ACC capacity, then

a vacancy for such a position is deemed to have been created. The vacancy created must be filled temporarily or permanently, as necessary, by the remaining members of the ACC. Any expenses incurred by the ACC, both during the Class B membership and after its termination, must be paid for by the Association.

4.3 The Architectural Control Committee shall:

(a) regulate the external design, appearance, and location of the Lots and any Improvements thereof.

(b) adopt Architectural Guidelines and programs consistent with covenants and restrictions.

(c) inspect for compliance with these guidelines.

(d) adopt procedures for the exercise of its duties.

(e) maintain complete and accurate records of all actions taken.

4.4 Notwithstanding anything to the contrary contained herein, the ACC or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application of enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the community. However, the ACC or its designee together with the Owner(s) of a Lot who ~~is~~ seeks~~ing~~ to construct a building or structure on a Lot shall first obtain the approval of the Architectural Board as a precondition to applying for a Village of Hartland building permit for such building or structure in the event any such approval is required pursuant to the Village of Hartland Code. Pursuant to Section 46-76 of the Village of Hartland Municipal Code, no permit shall be required, and therefore no approval from the Architectural Board shall be necessary, for any Lot Owner to undertake the following actions: (i) the erection or placement of an accessory building having a total area of less than one hundred (100) square feet; (ii) the improvement, modification, or alteration of an existing building where the area affected is less than one hundred (100) square feet and such work does not result in a change of use; or (iii) the performance of repairs to any structure or building, not including repairs to supporting members of a structure. ACC approval of any of the above actions (i) through (iii) is subject to ACC approval in accordance with the terms of this Declaration.

ARTICLE 5
ARCHITECTURAL GUIDELINES AND RULES

5.1 **Land Use**. All Lots must be used for residential purposes only and common recreational purposes auxiliary thereto and for no other purpose. No Lot may be used as a right-of-way, street or road, or access to any property not included within the Development without the written consent of the Declarant. No structures, except as otherwise expressly herein provided, may be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling. No accessory structures are allowed, provided that a patio or deck that are otherwise permitted by this Declaration, and receive any necessary ACC approval, are allowed.

5.2 **Partition or Combination of Lots.** No Lot shall be subdivided or its boundary lines changed except with prior written approval of the Declarant and all necessary consents and approvals acquired from the ~~applicable local municipality~~Village of Hartland.

5.3 **Commercial Businesses Prohibited.** No commercial business of any type shall be permitted on a Lot. Nothing contained herein shall be construed as preventing the Declarant from erecting and maintaining facilities of a recreational or community nature or facilities incident to the use of the common area and easements. This section does not exclude any home office or remote work-from-home, but does exclude customer, clients, or patients being seen on residential premises.

5.4 **Common Area.** The Common Area is owned by the Declarant or the Association and no Owner may bring any action for partition or division of the Common Area by acceptance of a deed or other instrument of conveyance or assignment, each Owner is deemed to have waived such Owner's right to institute or maintain a partition action or any other action designed to cause a division of the Common Area, and this section may be pleaded as a bar to any such action. Any Owner who institutes or maintains any such action is liable to the Declarant or the Association, and agrees to reimburse the Declarant or the Association for its costs, expenses and reasonable attorney's fees in defending any such action.

5.5 **Subdivision Signage.** At the Village of Hartland's request, two (2) signs shall be erected at the entrance of each of the two (2) streets enclosing Eagle Pass, demarcating where Eagle Pass commences. Such signage is subject to the Village of Hartland's specifications and approval, and the Association shall be responsible for any necessary upkeep to ensure the signage remains visible and well maintained.

5.6 **Architectural Control**. No dwelling unit is to be erected, placed or altered on any Lot until the plans for such dwelling unit on the Lot and the landscaping plan for the Lot have been submitted to and approved by the ACC. Such plans must be reviewed as to quality of workmanship and materials, harmony of external design with existing dwelling units, and as to location with respect to topography and finish grade elevation, before being approved by ACC or its successor or assigns. No home may be constructed on any Lot unless such work meets all local business codes, ordinances, and other applicable governmental restrictions in existence which shall include the submission to the Architectural Board as provided for in section 4.4 above.

5.7 **Dwelling Size**. Each single-family dwelling on a Lot must have a minimum of 2,000 square feet. Each dwelling must include space for parking at least two automobiles within an attached garage.

5.8 **Setback**. Each Lot must comply with all applicable municipal restrictions as to setback.

5.9 **Location**. All structures must be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the Declarant or the ACC reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any structure, Improvements, and utilities upon all Lots and every Lot within the Development.

5.10 **Structure Material.** Unless specifically otherwise approved in writing by the ACC, all structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot. No dwelling shall have an exterior surface composed of asbestos siding, exposed concrete block, cinder block, or other similar material. The external composition of each dwelling shall be constructed of at least thirty percent (30%) brick, stone, or other similar sightly material, not to include vinyl, aluminum, wood, or composite siding products.

5.11 **Kind of Home.** No mobile or manufactured homes of any kind, or any home having the same general appearance, is permitted on any Lot, with the exception that pre-fabricated or panelized homes are permitted. No building or structure of a temporary nature: trailer, tent, shack, garage or other out-building shall be erected or maintained on any Lot for longer than twenty-four (24) consecutive hours. Furthermore, no building shall be permitted on any Lot unless it is erected on a solid foundation of brick or masonry from the ground level to the first floor level.

5.12 **Driveways.** Driveways and walkways must be constructed of concrete, asphaltic pavement, brick or other suitable hard-top surface.

5.13 **Drainage.** No Owner may perform or cause to be performed any work, construct any Improvements, place any landscaping or suffer the existence of any condition whatsoever that alters or interferes with the drainage pattern of the Subdivision or impacts any drainage area(s) outside of the Subdivision ("Modification"), except to the extent such alteration and drainage pattern is approved in writing by the Declarant, and except for the rights reserved to Declarant to alter or change the drainage patterns.

(a) At such time as the Declarant ceases to have any ownership interest in Eagle Pass,- no work which alters or interferes with the drainage pattern of the Subdivision or impacts any drainage area outside of the Subdivision ("Modification") shall be allowed until the Directors have considered the Modification.

(b) The Directors may approve any proposed "Modification" only after consulting with the Village of Hartland Engineer. The Village Engineer is authorized to refer the proposed Modification to the Architectural Board for their approval, or the Village Engineer can approve without prior referral to the Architectural Board, or conditionally approve with instructions to modify the Modification, or deny the Modification entirely.

(c) The requesting Owner of any Modification shall be responsible for any professional fees charged for the involvement by consultants on behalf of the Village in evaluating impacts within and outside of the Subdivision.

~~5.13~~(d) -In the event that the Directors should cease to function and not be available to evaluate any Modification within the scope of sections 5.14 through 5.17, the Owner shall submit all details of the proposed Modification to the Village Engineer bypassing any involvement by the Directors for ultimate determination by the Village Engineer.

ARTICLE 6
RESTRICTIONS AND COVENANTS

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6.1 **Maintenance**. All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and keep all Lots in a neat and attractive condition. All Improvements erected on Lots must be maintained in a clean neat and orderly condition and in a good state of maintenance and repair.

6.2 **Unsightly Materials Prohibited.** No rubbish, garbage, debris, junk, junk vehicles, or unsightly material shall~~must~~ be deposited on any of the Lots or Common Areas at any time except building material during the course of construction on the site. All rubbish, waste, or garbage must be kept in sanitary containers, and must be removed from the premises at least once a week.

6.3 **Pets.** Commercial breeding or feeding of horses, cattle, goats, hogs, sheep or poultry; the operation of a commercial dairy; dog boarding kennel or veterinary hospital; and the operation of a commercial livery or boarding stable for horses; or a riding academy; and the keeping of any hog or milk cow or horse, are strictly prohibited. Each Owner, and/or their authorized occupants, may keep a limit of three (3) domestic animals (canine or feline) for family pleasure, provided that domestic animals must be restrained by fence or other appropriate protective restraint. This restraint should be from the farthest possible point from the adjoining property, and all appropriate measures must be taken by the Lot Owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Noisy animals, such as incessantly barking dogs, must be controlled by their Owners.

6.4 **Noise.** No Owner shall make or permit any disturbing noises on their Lot by Owner or Owner's family, servants, employees, agents, or visitors, nor permit any conduct by such persons that will interfere with the rights, comforts or convenience of other Owners.

6.5 **Vehicles and Parking.** Each Lot dwelling shall include an enclosed garage, large enough to accept at least two standard automobiles. No boats, motor homes, travel trailers, buses, other recreational vehicles, or commercial trucks, may be stored or parked outside of a garage upon the Lot, or on the Lot's driveway for more than twenty-four (24) hours. Furthermore, no wrecked or junked motor vehicles or vehicles without a current license plate and registration shall be placed upon the Lot.

6.6 **Fuel Storage**. No bulk storage of flammable, combustible or explosive fluids, chemicals or substances shall be allowed in any dwelling, or on any Lot, or on the Common Areas, except that small quantities of fuels used for common activities such as lawn mowing, BBQ grills and other like activities may be kept when stored in a manner which minimizes the risk of fire or explosion.

6.7 **Fences**. ~~. Fences are prohibited. Pool and dog run fences[THERE NEED TO BE MORE DETAILS ABOUT THE COMPOSITION AND APPEARANCE OF THESE TYPES OF FENCES SO THAT THERE IS NO AMBIGUITY SINCE "Fences are prohibited."] can be no closer than three (3) feet from any lot line and must be at the back of the principal residence. Fences must be no taller than forty-eight (48) inches and have to be approved by the ACC.~~ Fences are generally prohibited to maintain visual consistency and open sightlines. However, fences may be permitted for pool enclosures and dog runs, provided they meet specific requirements and all fence designs and placements must be submitted to and approved by the ACC, whose approval shall be

subject to reasonable discretion and shall not be unreasonably withheld or delayed. Such fences must be located at the rear of the principal residence and no closer than three (3) feet from any ~~l~~Lot line. ~~They~~Fences must not exceed forty-eight (48) inches in height and must be constructed with gaps between boards or panels so that no fence is completely opaque. Acceptable materials include wood, vinyl, aluminum, or wrought iron, and all fences must be neutral in color—such as white, beige, or natural wood tones—to complement the architectural character of the community. Chain-link, wire, plastic, composite or temporary fencing is strictly prohibited. Ornamental or post-and-rail styles are preferred. ~~Homeowners~~Lot Owners are responsible for maintaining fences in good condition, and any fence that falls into disrepair or violates appearance standards may be subject to enforcement action.

6.8 **Signs**. No signs of any character may be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot, or Common Area, without the written permission of the ACC. The ACC has the right in its sole discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Declarant and Lot Owners, however, may post temporary "For Sale" or "For Rent" signs on the Lots and these signs must be approved before being put on any Lot. Furthermore, signs used by a builder during construction or informational signs by the Declarant are allowed.

6.9 **Outdoor Lighting.** One hospitality light post shall be located within the front yard of every Lot. The style and type of light post shall be the same for each Lot, and each light post shall be sourced from the same few suppliers, subject to ACC approval. The light post shall be maintained by the Owner in a functional, operating manner. Any additional outdoor lighting positioned and installed by a Lot Owner remains subject to ACC approval, and shall be of such a nature and type so as not to present a hazardous or confusing condition and so as not to create a nuisance to any other lot Owner.

6.10 **Mailboxes.** Each dwelling shall be assigned its own individual mailbox to be situated on the dwelling's Lot, in which the position and placement of the mailbox shall be determined by the United States Postal Service, subject to any regulations and requirements thereof. Mailboxes shall not be clustered in any single location or entry point.

6.11 **Swimming Pools.** In-ground pools are permitted on any Lot subject to review and approval by the ACC**.** No above-ground or non-permanent pools may be placed on a Lot.

6.12 **Access**. There shall be no overland vehicular access to any Lot except from designated roads and paths lying within the Common Areas. The Declarant, its agents or employees are entitled to access as may be necessary to make emergency repairs to prevent damage to the Common Areas.

6.13 **Amendments to Regulations.** Reasonable regulations governing the use of the Common Areas and external appearance of all structures erected on the Lots may be made and amended from time to time by the Declarant or the ACC; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Directors of the Owners Association before effective.

ARTICLE 7
INSURANCE

7.1 **By the Declarant or Association.** The Declarant or Association or its duly authorized agent are entitled to obtain insurance to the extent reasonably available for all Improvements on the Common Areas against loss or damage in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction work in the event of damage or destruction from any reasonable hazard. The Declarant may also obtain a broad form public liability policy covering all Common Areas. In the event of damage or destruction to property insured by the Declarant by fire or other casualty, the Declarant or its agent shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly enjoyed. If the insurance proceeds are insufficient to pay all costs of repairing or rebuilding of such destroyed improvement, then the Declarant or its agents shall levy a special Assessment against all Owners to make up such deficiency. If the insurance proceeds exceed the cost of repair, then the excess proceeds shall be distributed to the respective Owners and Mortgagees as their interests appear.

7.2 **Liability Insurance by Declarant or Association.** The Declarant or Association are entitled to obtain a comprehensive policy of public liability insurance insuring the Association and its Members for all liability for property damage, bodily injury or death in connection with the operation, maintenance and use of the Common Area within Eagle Pass.

7.3 **By the Owner**. It is the individual responsibility of each Owner to provide, as an Owner sees fit, insurance on the Improvements on Owner's Lot for damage or destruction from all reasonable hazards. Each Owner shall maintain as the Owner sees fit homeowners' liability insurance, theft and other insurance covering personal property damage or personal liability loss.

ARTICLE 8
MAINTENANCE ASSESSMENTS

8.1 **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot, covenants and agrees to pay to the Association:

(a) Annual Assessments or charges as provided in this Declaration for the purpose of funding the maintenance fund.

(b) Special Assessment for capital Improvements and other purposes as stated in this Declaration; such annual and special Assessments to be fixed, established and collected from time to time as provided below.

(c) Default Assessments which may be assessed against an Owner's Lot pursuant to the Eagle Pass Documents for failure to perform an obligation under the Eagle Pass Documents or because the Association has incurred an expense on behalf of the Owner under the Eagle Pass Documents. The annual, special and default Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such Assessment is made until paid. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also

be the personal obligation of the Owner of such Lot at the time when the Assessment fell due.

8.2 **Purpose of Assessments**. The Assessments levied by the Association shall be used for maintenance of the Common Area, including but not limited:

(a) to keep the Common Areas clean and free from debris and to maintain any amenities located thereon in a clean and orderly condition, to maintain the landscaping thereon in accordance with the highest standards for private parks including any necessary removal and replacement of landscaping, and to repair, replace, and provide for additions to the Improvements as stated in the Eagle Pass Documents.

(b) to pay all taxes, if any, levied against the Common Areas and any properties owned by the Association.

(c) to erect and maintain Development signs on the Common Areas, said signs to be of standard construction and quality.

(d) to pay the premiums on all hazard insurance carried by the Association on the Common Areas and all public liability insurance carried by the Association pursuant to the By-Laws.

8.3 **Date of Commencement of Annual Assessment; Due Dates**. The annual Assessments commence for each Lot upon the sale of the Lot to an Owner who is not the Declarant. The initial annual Assessment is Two Hundred Dollars ($200), which may be adjusted upon the sole discretion of the Declarant during the Class B membership term and as set forth in Section 8.4 below after the Board of Directors is formed. The annual Assessments must be prorated according to the number of months remaining in the calendar year. Upon the sale of a Lot to a new Owner, the annual Assessments commence as to that Lot on the first day of the month following the conveyance of the Lot to the new Owner.

8.4 **Calculation and Apportionment of Annual Assessments**. After the formation of the initial Board of Directors, the Board of Directors shall prepare a budget by April 15 of each year estimating its net cash flow requirements for the next year and an estimate of the Assessments to be charged each Owner, and the Board shall distribute the proposed budget to the Owners. On or before April 30th of each year, the Board shall approve the budget in final form and shall determine, levy and assess the Association's annual Assessments for the approaching year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement and maintenance of any Improvements on the open space and Common Area which must be replaced on a periodic basis, and for taxes, capital Improvements, deficiencies for the prior year's maintenance fund and other purposes, and shall include any expected income and surpluses from the prior year's fund.

8.5 **Special Assessments**. In addition to the annual Assessments authorized above, the Board of Directors may levy in any fiscal year one or more special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement on the Common Area, including the necessary fixtures and personal property related thereto, or to make up any shortfall

in the current year's budget. Notice of the amount and due dates for each special Assessment must be sent to each Owner at least (30) days prior to the due date.

8.6 **Uniform Rate of Assessment**. Both annual and special Assessments must be fixed at a uniform rate for all Lots, assessed on a uniform basis. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent Assessments.

8.7 **Owner Liability**. No Owner may waive or be exempt from liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any Assessment may be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

8.8 **Default Assessments.** All monetary fines assessed against an Owner pursuant to the Association documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association documents, shall be a default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date.

8.9 **Effect of Non-payment of Assessment; Lien; Remedies of Association.** Any Association installment, whether pertaining to an annual, special or default Assessment, which is not paid within thirty (30) days of its due date is delinquent. If an Assessment installment becomes delinquent, then the Association, in its sole discretion, may take any or all of the following actions:

(a) Enforce a late charge as provided in the By-Laws.

(b) Assess a late charge of at least twelve percent (12%) per delinquency.

(c) Assess an interest charge from the date of delinquency at the rate per annum of 2 points above the prime rate charged by the Association's bank or such other rate as shall have been established by the Board of Directors.

(d) Suspend the voting rights of the Owner during any period of delinquency.

(e) Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the year shall be due and paid at once.

(f) Bring legal action against any Owner personally obligated to pay the delinquent installments.

(g) File a lien with respect to the Lot, and foreclose as set forth below:

The Association may file a statement of lien by recording in the appropriate offices of Waukesha County, Wisconsin, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and amount of the delinquent Assessments then owing, which statement must be signed and acknowledged by the President of the Association, and which must be served on the Owner of the Lot by mail to the address of the Lot or at such other address as the Association may have in its records for the Owner ("Lien Notice"). Thirty (30) days following the mailing of the Lien Notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for foreclosure of mortgages under the statutes of the State of Wisconsin. The lien is in favor of the Association and is for the benefit of all other Owners. In a foreclosure action, the Association is entitled to recover as a part of the action the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of a Lot. The remedies herein provided are not exclusive and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

8.10 **Successor's Liability for Assessments**. In addition to the personal obligation of each Owner to pay all Assessments and the Association's perpetual lien for Assessments, all successors to the fee simple title of a Lot, are jointly and severally liable with the prior Owner or Owners for any and all unpaid Assessments, interest, late charges, cost, expenses and attorney's fees against such Lot without prejudice to any successor's right to recover from any prior Owner any amounts paid by such successor. The liability of a successor is not personal and terminates upon termination of such successor's fee simple interest in the Lot. In addition, such successor is entitled to rely on the statement of the status of the Assessments issued by or on behalf of the Association.

8.11 **Subordination of the Lien**. The lien of the Assessments is subordinate to the lien of any first Mortgage. The lien of the Assessments is superior to and prior to any homestead exemption provided now or in the future by laws of the State of Wisconsin. No sale or transfer of any Lot pursuant to a decree of foreclosure or any other proceeding or deed in lieu of foreclosure for the purpose of enforcing a first Mortgage extinguishes the lien of such Assessments as to installments which become due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Lots as a common expense at the direction of the Board of Directors. No sale or transfer relieves the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of any Assessments made after the sale of transfer.

8.12 **Notice of Action**. Any first Mortgagee that makes a prior written request to the Secretary of the Association and furnishes its name and address in the legal description of the Lot in which it has an interest to the Secretary must timely provide written notice of any delinquency in payment, special or default Assessment levied against the Lot encumbered by its first Mortgage. In addition, any first Mortgagee is entitled to cure a delinquency and obtain a release from the lien imposed or perfected by reason of such delinquency.

8.13 **Exempt Property**. The following portions of the Property are exempt from the Assessments, charges and liens created under this Declaration:

(a) All properties and other interests therein dedicated and accepted by the Village of Hartland, Wisconsin and devoted to public use, if any.

(b) All utility easements and Common Area.

8.14 **Statement of Status of Assessments**. Upon ten (10) days prior written notice, the Treasurer must provide the requesting Owner, active purchaser, or Mortgagee a statement of the account for a Lot setting forth:

(a) The amount of any unpaid Assessments (whether annual, special or default Assessments), interest, late charges, costs, expenses and attorney's fees then existing against a particular Lot,

(b) The amount of the current periodic installments of the annual Assessments and the date through which they are paid,

(c) Any other information deemed proper by the Association. The information contained in such statement when signed by the Treasurer, is conclusive upon the Association as to the person or persons to whom such statement is issued and who rely upon it in good faith.

8.15 **Failure to Assess.** The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice is not a waiver, modification or release of any Owner from the obligation to pay Assessments. In such event, the Owner shall continue to pay annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE 9
DURATION AND AMENDMENTS

9.1 **Term.** The covenants and restrictions of this Declaration run with and bind the Property, and inure to the benefit of and are enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date that this Declaration is recorded, after which time this Declaration automatically extends for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, is recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change covenants and restrictions, in whole or in part, or to terminate the same.

9.2 **Amendments**.

(a) If Declarant maintains the power to appoint the Board of Directors, then Declarant is entitled to unilaterally modify and amend this Declaration subject to the prior written approval of the Village of Hartland Board of Trustees and provided the modifications and amendments are lawful and do not violate the community development plan. No house that is complete, or substantially complete, at the time of the adoption of an amendment and which conformed to the Declaration prior to the amendment are rendered

Commented [TM1]: I am OK with approval when Ken makes amendments while he is Declarant. Beyond that, it is not necessary because it is clear the code controls if there is a conflict.

nonconforming by the adoption of an amendment. Any such amendment by Declarant is effective when a written instrument setting forth the amendment is recorded in the appropriate offices of Waukesha County, Wisconsin.

(b) After the termination of the Declarant's right to appoint the Board of Directors, this Declaration may be amended only by the affirmative vote or written consent of Voting Members representing seventy-five (75%) percent of the total votes of the ~~Association subject to the prior written approval of the Village of Hartland Board of Trustees and. .No~~Association. No amendment may remove, revoke or modify any right or privilege of Declarant as specifically provided for in this Declaration or Amendments without the written consent of the Declarant or the assignee of such right or privilege. Any amendment must be recorded with the Register of Deeds for Waukesha County, Wisconsin.

(c) The Declarant may at any time within five (5) years from the date of the recording of this Declaration, even if the termination of Declarant's right to appoint the Board of Directors has already occurred, amend this Declaration ~~subject to the prior written approval of the Village of Hartland Board of Trustees~~ to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions of this Declaration, for the purpose of meeting the requirements of governmental agencies, including, but not limited to, the Federal Housing Administration and the Veterans Administration. Such amendment needs to be executed and acknowledged by the Declarant only, and need not be approved by the Association, the Owners, Village, lienors and Mortgagees of Lots, whether or not elsewhere required for amendments. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Mortgagee enjoying such protection.

9.3 **Revocation**. This Declaration cannot be revoked except as provided herein regarding total condemnation without the consent of all of the Owners in a written instrument duly recorded.

ARTICLE 10
ENFORCEMENT OF COVENANTS

10.1 **Violations Deemed a Nuisance**. Every violation of this Declaration or any of the other Eagle Pass Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of these covenants are available.

10.2 **Compliance**. Each Owner, or other occupant, of any part of a Lot shall comply with the provisions of the Eagle Pass Documents, as amended from time to time.

10.3 **Failure to Comply**. Failure to comply with the Eagle Pass Documents is grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the By-Laws shall be given to the delinquent party prior to commencing any legal proceedings.

10.4 **Who May Enforce.** Any action to enforce the Eagle Pass Documents may be brought by Declarant or the Board of Directors in the name of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Eagle Pass Documents, then the aggrieved Owner may bring such action.

10.5 **Remedies.** Any violation of the Eagle Pass Documents affords the Board, or Declarant, on behalf of the Owners, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest and meaning of the Eagle Pass Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure is at the expense of the Owner or other person responsible for the offending condition.

10.6 **Non-Exclusive Remedies.** All the remedies set forth herein are cumulative and not exclusive.

10.7 **No Waiver.** The failure of the Board of Directors, Declarant, the ACC or any aggrieved Owner to enforce the Eagle Pass Documents does not constitute a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Eagle Pass Documents.

10.8 **No Liability.** No member of the Board of Directors, Declarant, the ACC or any Owner is liable to any other Owner for the failure to enforce any of the Eagle Pass Documents.

10.9 **Recovery of Costs.** If legal assistance is obtained to enforce any of the provisions of the Eagle Pass Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Eagle Pass Documents or the restraint of violations of the Eagle Pass Documents, the prevailing party is entitled to recover all costs incurred by it in such action, including reasonable attorney's fees as may be incurred, or if suit is brought, as may be determined by the Court.

ARTICLE 11
PRINCIPLES OF CONSTRUCTION

11.1 **Severability.** This Declaration, to the extent possible, must be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable is ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

11.2 **Construction.** In interpreting words in this Declaration, unless the context otherwise provides or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

11.3 **Headings.** The headings are included for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

11.4 **Registration of Mailing Address.** Each Member shall register a mailing address with the Secretary of the Association from time to time, and notices or demands intended to be served upon or given to a Member must be personally delivered or sent by mail, postage prepaid, addressed in the name of the Member at such registered mailing address.

11.5 **Notice.** All notices or requests required shall be in writing. Notice to any Member is deemed delivered and effective upon personal delivery or three (3) days after posting, when sent by certified mail, return receipt requested, to the address of such Member on file in the records of the Association at the time of such mailing. Notice to the Board, the Association, or ACC is deemed delivered and effective upon personal delivery or three (3) days after posting, when sent by certified mail, return receipt requested, to the Association, the Board, or ACC at such address as established by the Association from time to time by notice to the Members. General notices to all Members or any classification do not need to be certified, but may be sent regular first class mail.

11.6 **Waiver**. No failure on the part of the Association, the Board or the ACC to give notice of default or to exercise delay in exercising any right or remedy operates as a waiver, except as specifically provided above if the Bboard or the ACC fails to respond to certain requests. No waiver is effective unless it is in writing, signed by the President or Vice-President of the Board on behalf of the Association, or by the Chairman of the ACC on behalf of the ACC.

11.7 **Limitation of Liability on Indemnification.** The Association shall indemnify every officer, director and committee member against any and all expenses, including trial and appellate attorney's fees and costs reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which they may be a party by reason of being or having been an officer or director. The officers and directors are not liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith. The officers and directors have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for is not exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability insurance and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

11.8 **Conflicts Between Documents**. In case of conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration controls.

11.9 **Indemnity for Damages**. Each and every Owner and future Owner, in accepting a deed or contract for any Lot subject to these restrictions, agrees to indemnify Declarant for any damage caused by such Owner, or the contractor, agent or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines, or sanitary sewer lines, or other utilities such as telephone, cable television, electricity or gas lines.

11.10 **Assignment**. The Declarant may assign all or any part of its rights and reservations to any successor who takes title to all or part of the Subdivision in a bulk purchase for the purpose of development and sale. Such successor is identified, the particular rights being assigned must be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the recorder of deeds office of Waukesha County, Wisconsin.

11.11 **Rights of Owners**. Whenever all or any part of the Common Area is taken or conveyed in lieu of and under threat of condemnation by the Board of Directors acting as attorney--in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner is entitled to notice of the taking, but the Association must act as attorney-in-fact for all Owners in the proceeds incident to the condemnation proceeding, unless otherwise prohibited by law.

11.12 **Partial Condemnation; Distribution of Award; Reconstruction.** The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Owners representing at least sixty-six (66%) percent of the Class "A" votes in the Association otherwise agree, the Association must restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with the plans approved by the Board of Directors and the ACC. If such Improvements are to be repaired or restored, the provisions hereinabove regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net fund shall be distributed in equal shares per Lot, first to the Mortgagees and then to the Owners as their interests appear.

11.13 **Complete Condemnation.** If all of Eagle Pass is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the Association created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Area shall be distributed equally to all Owners.

[*Signature Pages Follow*]

The foregoing is agreed to and accepted by the undersigned parties.

DECLARANT:

SERVI INVESTMENTS, LLC,
a Wisconsin limited liability company

_____
Name: Kenneth Servi
Title: Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me _____, 2025, Kenneth Servi, who executed the above instrument and acknowledged the same.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Legal Description and Parcel Number

BY-LAWS

OF

EAGLE PASS HOMEOWNERS ASSOCIATION, INC.

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EAGLE PASS HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
EAGLE PASS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
PURPOSE

These Bylaws apply to operation of Eagle Pass Homeowners Association, Inc., a homeowners association formed for the Plat of Eagle Pass ("***Development***") as described in a Declaration of Covenants and Restrictions for the Plat of Eagle Pass, Village of Hartland, Waukesha County, Wisconsin, recorded as Document Number _____ (the "***Declaration***") in the Office of the Register of Deeds for Waukesha County, Wisconsin.

These Bylaws incorporate the Declaration and the Articles of Incorporation of Eagle Pass Homeowners Association, Inc. The purpose of these Bylaws is to provide the structure necessary for the operation and maintenance of any property or rights in property owned by the Association, including without limitation the Common Areas, to control and regulate the use and enjoyment of the Development for the benefit of all persons authorized to use them, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, to enforce the provisions of the Declaration when necessary, and to permit Owners to participate through a democratic structure in this process of maintenance, operation, financing, and control.

The capitalized terms used in these By-Laws have the meanings set forth in the Eagle Pass Subdivision Declaration of Covenants, Conditions and Restrictions. Any inconsistency between the Declaration and these Bylaws must be resolved according to the terms of the Declaration.

ARTICLE 2
NAME, ADDRESS, AND FORM OF ADMINISTRATION

SECTION 2.1. Name.

The name of this association is Eagle Pass Homeowners Association, Inc. (hereinafter the "***Association***").

SECTION 2.2. Address.

The principal office of the Association is located at _____. All meetings of the Association may be held at such suitable places convenient to the Voting Members as may be designed by the Board of Directors either within the Subdivision or as convenient a place as possible near the Subdivision.

SECTION 2.3. Form of Administration.

The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes. Control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the Members in accordance with these By-Laws.

SECTION 2.4. Manager.

The Board of Directors may hire a manager or managing agent ("***Manager***") at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize.

ARTICLE 3
MEMBERS

SECTION 3.1. Members.

(a) Commencement and Termination. Membership commences immediately upon acquisition of an ownership interest in a Lot of the Development and immediately terminates upon conveyance of such ownership interest. If an Owner's ownership interest passes to its personal representative or to a trustee upon the Owner's death, the personal representative or trustee becomes a Member of the Association.

(b) Withdrawal or Expulsion. No Owner may voluntarily withdraw or be expelled from membership in the Association. Each membership is appurtenant to the Lot upon which it is based and transfers automatically upon conveyance with the transfer of a Lot.

(c) Membership List. The Association shall maintain a current membership list listing all Owners of each Lot, the current mailing address for each Owner to which notice of meetings of the Association must be sent, in the case of multiple owners of a Lot, the Owner, if any, designated to cast any or all of the votes pertaining to such Lot in accordance with the Declaration. Each Owner shall promptly provide written notice to the Association of any transfer of its Lot and of any change in such Owner's name or current mailing address. No Owner may vote at meetings of the Association until the name and current mailing address of such Owner has been provided to and received by the Secretary of the Association.

SECTION 3.2. Voting Member Rights.

(a) The Association has two classes of voting membership:

(i) Class A. Class A members are all Lot Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons are members. The vote for such Lot is exercised as they determine, but in no event can more than one vote be cast with respect to any Lot. Each Member in good standing is entitled to vote on each matter submitted to a vote of the Members.

(ii) Class B. The Class B member is the Declarant, its assigns or successors, and Declarant is entitled to unilateral control of the Association while

Declarant possesses Class B membership. The Class B membership ceases, terminates, and ends thirty (30) days after the closing of the sale of the fourth (4th) Lot owned by the Declarant in the Subdivision, which will constitute the Declarant no longer possessing ownership of at least fifty percent (50%) of the Lots in the Subdivision.

(b) The Board of Directors is authorized to establish regulations providing for voting by mail or by electronic means.

(c) Any person or entity, on becoming an Owner of a Lot, must furnish to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, and such instrument must remain in the files of the Association. An Owner is not a Member of the Association in good standing and is not entitled to vote at any annual or special meeting of Members unless this requirement is first met.

ARTICLE 4
MEETINGS OF MEMBERS

SECTION 4.1. Annual Meetings.

After termination of the Class B membership, regular annual meetings of the Voting Members must be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board of Directors. The Board of Directors shall set the date and time of the annual meeting of the Association. At each subsequent annual meeting, the Members shall elect Directors whose terms of office expire and shall conduct such other business as is appropriate or necessary.

SECTION 4.2. Special Meetings.

The President may call special meetings. In addition, it is the President's duty to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least twenty (20%) percent of the total votes of the Association. The notice of any special meeting must state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4.3. Notice of Meetings.

Written or printed notice stating the place, day and hour of any meeting of the Association must be delivered, either personally or by mail, to each Voting Member, not less than ten (10) nor more than fifty (50) days before the date of such meetings, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting are deemed to be delivered when deposited in the U.S. Mail addressed to the Voting Member at a Voting Member's address as it last appeared on the records of the Association, with postage pre-paid.

SECTION 4.4. Waiver of Notice.

Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meetings. Attendance at a meeting by a Voting Member is deemed waiver by such Voting Member of notice at the time the meeting is called to order. Attendance at a special meeting also is deemed waiver of notice of all business transacted unless objection to the calling or convening of the meeting at which proper notice was not given is raised before the business is put to a vote.

SECTION 4.5. Holders of Security Interests.

Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Lot in the Development may obtain a copy of any notice permitted or required to be given by these Bylaws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record.

SECTION 4.6. Quorum of Members.

The Members holding one-third (1/3) of the votes that may be cast at any meeting constitute a quorum at any meeting of the Members, but will not exist without the presence of Declarant, its heirs, successors and assigns, unless Declarant no longer owns any Lot in Eagle Pass. The Declarant may waive this provision in writing sent to the Board of Directors after receiving notification of said meeting. In the absence of a quorum, a majority of the Members present must adjourn the meeting without further notice.

SECTION 4.7. Informal Action by Members.

Any action required or permitted by the Eagle Pass Documents to be taken at a meeting of the Members, may be taken without a meeting and without notice if a consent in writing setting forth the action so taken is signed by sixty percent (60%) of the total number of votes in the Association with respect to the subject matter thereof. Results of this action should be sent to each Member within five (5) days of the decision.

SECTION 4.8. Attendance and Proxies.

At any meeting, all votes must be cast in person, or by proxy registered with the Secretary. The form of proxies and the mode of solicitation is determined by the Board of Directors. Proxy forms should be sent to each Member with the notice of the annual meeting.

SECTION 4.9. Reserved Rights.

Election of Directors, amendment of the Bylaws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to vote by the Members.

ARTICLE 5
BOARD OF DIRECTORS

SECTION 5.1. Powers and Responsibility.

The affairs of the Association are managed by the Board of Directors, subject to instructions of the Members of the Association at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership. Among other powers and responsibilities, the Directors must enforce the Declaration as it relates to the regulation of the use and enjoyment of the Development.

SECTION 5.2. Number.

The Board of Directors consists of three (3) Members (each a "***Director***" and together the "***Directors***"). The initial Board of Directors is three (3). When, because of death, resignation, retirement, or removal, there are less than three Directors remaining, the remaining Directors will constitute the Board of Directors until the vacancy(ies) are filled as provided in these By-Laws. The vacancy(ies) must be filled as soon as reasonably possible.

SECTION 5.3. Directors During Declarant's Control.

During the Class B membership, Declarant possesses all power and authority granted to the Board of Directors by these By-Laws. Upon termination of the Class B membership Declarant shall relinquish unilateral control of the Board of Director powers and authority to the Association.

SECTION 5.4. Nominating Committee. For all boards of directors after the initial Board of Directors, nominations for election to the Board of Directors must be made by a nominating committee ("***Nominating Committee***") consisting of a chairman, who must be a Member of the Board of Directors and two or more Members of the Association. The Nominating Committee must be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting, and such appointment must be announced at each such annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as in its discretion it determines, but in no event less than the number of vacancies or terms to be filled by vote of the Members. Nominations are permitted from the floor. All candidates have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 5.5. Election of Directors**.**

Directors are elected as follows:

(a) During Class B Membership. During the Class B membership, Declarant possesses all power and authority granted to the Board of Directors by these By-Laws. All voting and decision making may be performed by Declarant alone, at Declarant's full discretion.

(b) Subsequent to Termination of Class B Membership. At the first meeting of the Members following the termination of the Class B membership, the Members shall elect all

the Board of Directors. At each subsequent annual meeting of Members, Directors must be elected. There may be up to five Directors elected from and representing Eagle Pass Owners. All Members of the Association shall vote upon Directors. The candidates receiving the majority vote are elected.

SECTION 5.6. Qualifications.

Any individual who is a Member in good standing of the Association is eligible for election or re-election to the Board of Directors.

SECTION 5.7. Term.

The initial terms of the elected Directors is fixed at the time of their election as they themselves must determine in order to establish a system of two (2) year terms. At the expiration of the initial term of office of each respective Director, a successor must be elected to serve two (2) years. Each Director must hold office until such Director's successor is elected by the Association and qualified.

SECTION 5.8. Voting Procedures for Directors**.**

Elections for the first Directors elected by the Association, known as the first general election of the Board, must be conducted at the first meeting of Members following termination of the Class B membership. At such election, Members of the Association may cast their votes. Voting for Directors is by secret written ballot.

SECTION 5.9. Removal of Directors; Vacancies**.**

Directors may be removed and vacancies on the Board may be filled as follows:

(a) By the Members. Following termination of the Class B membership, any Director may be removed, with or without cause, at any regular or special meeting of the Members, but two-thirds (2/3) vote. Only Members duly entitled to vote may cast a vote for removal. A successor to any Director removed may then and there be elected to fill the vacancy created. A Director whose removal is proposed by the Members must be given at least ten (10) days' notice of the date and purpose of the meeting, and given opportunity to be heard at the meeting.

(b) By the Board**.** Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in payment of any Assessment for more than thirty (30) days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board of Directors. In the event of the death, disability or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board must serve for the remainder of the term such successor was appointed to fill.

SECTION 5.10. Compensation.

No director receives compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of a Director's duties.

SECTION 5.11. Action Taken Without a Meeting**.**

The Directors are entitled to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at the meeting of the Directors.

ARTICLE 6
MEETINGS OF DIRECTORS

SECTION 6.1. Annual Meetings.

After termination of the Class B membership, regular meetings of the Board of Directors must be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. The Directors shall not meet upon a legal holiday. At all meetings of the Board, the President or in their absence, the chairman chosen by the Directors present, presides.

SECTION 6.2. Special Meetings.

Special meetings of the Board of Directors must be held when called by the President of the Association or by any two Directors, after not less than three (3) days' notice to each Director.

SECTION 6.3. Quorum.

A majority of the number of Directors constitutes a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present is an act of the Board of Directors.

SECTION 6.4. Waiver of Notice.

The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, are valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting is also deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

SECTION 6.5. Telephone and Electronic Participation**.**

One of more Directors may participate in any regular or special meeting of the Board by telephone conference call, Zoom, or other video conferencing means, and those Directors so participating must be counted for quorum purposes.

ARTICLE 7
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 7.1. General.

The Board of Directors have the powers and duties necessary for the administration of the business affairs of the Association. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation, these By-Laws or the Declaration directed to be exercised or done by the Members. The Directors must act only as a Board and the individual directors have no power as such.

SECTION 7.2. Specific Powers and Duties.

Without limiting the generality of powers and duties set forth in these By-Laws, the Board of Directors are empowered and have the powers and duties as follows:

(a) To administer and enforce the Declaration.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of Eagle Pass, with the right to amend same from time to time. A copy of such rules and regulations must be delivered to or mailed to each Member promptly after adoption.

(c) To keep in good order, condition and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration.

(d) To insure and keep insured all the insurable property contained in the Common Area and to maintain casualty and other insurance, all as required by the Declaration.

(e) To fix, determine, levy and collect the prorated annual Assessments to be paid by each of the Members towards the gross expenses of Eagle Pass, and to adjust, decrease or increase the amount of the Assessments, and to credit any excess of the Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

(f) To levy and collect special Assessments whenever, in the opinion of the Board of Directors, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special

Assessments must be in statement form and set forth in detail the various expenses for which the Assessments are being made.

(g) To levy and collect default Assessments for violation of the Eagle Pass Documents or because the Association has incurred an expense on behalf of a Member under the Eagle Pass Documents.

(h) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these By-Laws; to enforce a late charge; and to exercise other remedies for delinquent Assessments as set forth in the Declaration.

(i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these By-Laws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board may not borrow more than Ten Thousand and no/100 ($10,000.00) dollars or cause the Association to be indebted for more than $10,000.00 at any one time without the prior approval of a majority of votes of both classes of membership.

(j) To enter into contracts within the scope of their duties and powers.

(k) To establish a bank account for the operating account of the Association and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(l) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination by Members or their Mortgagee at convenient weekday business hours.

(m) To cause any and all access roads, parking areas and entrances in and to Eagle Pass to be maintained.

(n) To cause the maintenance of the lawn, trees, shrubs and other vegetation, and the sprinkler or other irrigation systems located in Common Areas for the benefit of the Members.

(o) To delegate to the Manager or any other person or entity such of the Associations' duties or responsibilities as may be more conveniently or efficiently performed by another than by the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in Subsections (e), (f), (g), (i) and (j) shall not be so delegated.

(p) To assist the Architectural Control Committee (the "ACC") in the performance of its functions.

SECTION 7.3. Manager**.**

(a) The Board of Directors may employ for Eagle Pass, a professional management agent or agents as Manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors authorize. The Board of Directors may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in Subsection (e), (f), (g), (i) and (j) of Section 7.2 above.

(b) No management contract may have a term in excess of two (2) years and must permit termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

SECTION 7.4. Accounts and Reports.

The following management standards of performance must be followed unless the Board of Directors by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles must be employed.

(b) Accounting and controls must conform with established professional guidelines and principles accepted in the industry.

(c) Cash accounts of the Association must not be co-mingled with any other accounts.

(d) Any financial or other interest which the Manager or a Member of the Board of Directors may have in any firm (other than Declarant) providing goods or services to the Association must be disclosed promptly to the Board of Directors.

(e) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year must be distributed to the Members. At the written request of an Owner or first Mortgagee, such statements must be audited at their expense. Any such audited statements must be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying.

ARTICLE 8
OFFICERS AND THEIR DUTIES

SECTION 8.1. Number and Qualifications.

The principal officers of the Association are a President, a Vice President, a Secretary, and a Treasurer, who at all times must be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

SECTION 8.2. Election and Term of Office.

After termination of the Class B membership, the officers of the Association must be elected annually by the Board of Directors at its annual meeting. If the election of officers may not be held at such meeting, such election must be held as soon thereafter as conveniently may be. Each officer holds office for one (l) year or until their successor is duly elected, or until their death or until they resign or are removed in the manner hereinafter provided.

SECTION 8.3. Removal and Resignation.

Any officer may be removed from office with or without case by the Board of Directors. Any officer may resign at any time by giving written notice of the Board of Directors, the President, and Secretary. Such resignation takes effect on the date of receipt of such notice or at any later time specified in this notice. Any officer or agent elected or appointed by the Board of Directors may be removed by a vote of a majority of the Members of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

SECTION 8.4. Vacancies.

A vacancy in any principal office because of death, resignation, removal, disqualification, or otherwise, must be filled by the Board of Directors for the unexpired portion of the term.

SECTION 8.5. President.

The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; and co-sign all checks and promissory notes.

SECTION 8.6. Vice President.

The Vice President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

SECTION 8.7. Secretary.

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board of Directors.

SECTION 8.8. Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all

checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and the financial statements; and deliver or make copies available of each to the Members.

SECTION 8.9. Contract for Management.

The duties and responsibilities of the officers may be delegated to a Manager under the terms of a management contract approved by the Association.

ARTICLE 9
COMMITTEES

SECTION 9.1. General.

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE 10
INDEMNIFICATION

Each Director or officer of the Association now or hereafter in office and their heirs, executors, and administrators, and each Director and officer of this Association and their heirs, executors, and administrators who now act or shall hereafter act at the request of the Association as Director or officer of another Association controlled by this Association, are indemnified by this Association against all costs, expenses, and amounts of liability therefor, including counsel fees reasonably incurred by or imposed upon them in connection with or resulting from any action, suit, proceeding or claim to which they may be made a party, or in which they may be or become involved by reason of their acts of omission or commission, or alleged acts of commission as such Director or officer, or, subject to the provisions hereof, any settlement thereof, whether or not they continue to be such Director or officer at the time of incurring such costs, expenses, or amounts, and whether or not the action or omission to act on the part of such Director or officer, which is the basis of such suit, action, proceeding, or claim, occurred before or after the adoption of this By-Law; provided that such indemnification does not apply with respect to any matter as to which such Director or officer is finally adjudged in such action, suit, or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of their duty as such Director or officer, and provided, further, that the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding, or claim, including reimbursement of any amounts paid and expenses reasonably incurred in settling any such suit, action, proceeding, or claim, when, in the judgment of the Board of Directors of this Association, such settlement and reimbursement appear to be for the best interests of this Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such Director or officer may be entitled under any Bylaw, agreement, vote of Members, or

otherwise, and shall not be exclusive of any other rights of indemnity to which any Director or officer may otherwise be entitled under the laws of the State of Wisconsin.

This Article is intended to constitute a contract with each person who, subsequent to its adoption, is serving or shall subsequently serve as a Director or officer of the Association.

ARTICLE 11
FEES, DUES, AND ASSESSMENTS

SECTION 11.1. Common Expenses.

The expenditures for the operation of the Association may be common expenses to be shared equally by the Owners or may be expenses benefitting the Owners unequally which may be assessed against the Owners unequally, in proportion to the benefit to each Lot, as determined in the judgment of the Board of Directors.

SECTION 11.2. Budget, Assessment, and Annual Report.

(a) Budget. The Board of Directors shall adopt an annual operating budget for the Association which includes the manner in which Assessments may be made against the Lots, at the annual meeting of the Board of Directors.

(b) Levying and Payment of Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy Assessments against the Owners. On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Owner. Assessments are payable to the Association in annual, quarterly or monthly installments as determined by the Board of Directors. Such installments must be mailed or delivered to the principal office of the Association or as otherwise directed by the Association and are deemed paid on the date of mailing or on the date of delivery, as the case may be.

(c) Special Assessments. Special Assessments may from time to time be levied against Owners by the Board of Directors for any of the purposes enumerated in the Declaration, including the collection of fines for violations, and are due and payable in the manner and upon the date or dates designated by the Board of Directors.

(d) Association Remedies. Upon nonpayment of assessments, the Association has all powers given by law, the Declaration, or these By-Laws to effect collection of the assessments hereunder. Any Assessment not paid within ten (10) days of the date on which it is due bears interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by bringing an action for money damages against the Owners personally obligated to pay the delinquent assessments. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common elements or abandonment of the Lot.

ARTICLE 12
FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE 13
AMENDMENTS

Any proposed amendment to these By-Laws must be submitted in writing at any meeting of the Members of the Association. Such proposed amendments must be discussed at the meeting of the Members following the meeting at which the proposed amendment was submitted, and must be voted on by the Members of the Association at a date that is not earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by three (3) Members of the Association, read to the meeting by the Secretary, and printed on ballots distributed to all Members by mail. A proposed amendment is effective when approved by at least sixty percent (60%) of the Members entitled to vote.

EAGLE PASS SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLAT OF EAGLE PASS SUBDIVISION

Drafted by and Return Address:

Attorney Tracy J. Murn
Axley Brynelson, LLP
N17W24222 Riverwood Dr., Ste. 250
Waukesha, WI 53188

See Exhibit A

Parcel Identification Number (PIN)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "***Declaration***") is made by Servi Investments, LLC, a Wisconsin limited liability company (the *"**Declarant**"*) as of _____, 2025.

RECITALS:

A. Declarant is the owner of fee simple title in and to that certain real property situated in Waukesha County, Wisconsin, known as the Eagle Pass Subdivision, as shown on the plat (the "***Plat***") of subdivision recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, recorded on _____, as Document No. _____, and Affidavit of Correction recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, recorded on _____, as Document No. _____, and which is referred to in this Declaration as the "***Subdivision***" or "***Development***".

B. The Subdivision consists of seven (7) residential Lots numbered 1 through 7 inclusively as shown on the Plat. It is the intention and desire of Declarant that the Subdivision be further developed into a first class, protected community of homes, and it is the present purpose

of Declarant in executing this Declaration to subject the Subdivision to the restrictions, conditions, and covenants set forth below, each and all of which are for the benefit of each current and subsequent owner of any parcel in the Subdivision.

DECLARATION

NOW, THEREFORE, in consideration of the recitals set forth above, Declarant declares and agrees that each Lot in the Subdivision shall be held, sold, and conveyed subject to the following restrictions and conditions, which shall be construed as covenants running with the land, binding on all parties having any right, title, or interest in the Subdivision or any part of the Subdivision and on their heirs, successors, and assigns and shall inure to the benefit of each Member (defined below):

ARTICLE 1
STATEMENT OF PURPOSE

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision remains, and is further developed into, an attractive community; to preserve and maintain the natural beauty of the Subdivision; to ensure the most appropriate development and improvement of each Lot; to promote the erection of well-designed and proportioned structures; to obtain harmonious improvements and use of materials; and to insure the highest and best use of the Subdivision.

ARTICLE 2
DEFINITIONS

2.1 ***Architectural Control Committee (ACC)*** means and refers to a committee formed to maintain the quality and architectural harmony of improvements to the Development.

2.2 ***Architectural Guidelines*** mean and refer to the guidelines and rules established and supplemented from time to time by the Architectural Control Committee.

2.3 ***Articles or Articles of Incorporation*** mean and refer to the Articles of Incorporation of the Association which will have been filed with the Wisconsin Department of Financial Institutions to create the Association.

2.4 ***Assessments or Assessment*** mean and refer to annual, special and default assessments levied to meet the estimated cash requirements of the Association.

2.5 ***Association*** means and refers to the Eagle Pass Homeowners Association, Inc., a Wisconsin non-stock corporation, its successors and assigns.

2.6 ***Board of Directors*** means and refers to the Board of Directors of the Association, which is the governing body of the Association.

2.7 ***By-Laws*** refer to the bylaws of Eagle Pass Homeowners Association, Inc.

2.8 ***Common Area*** means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now and hereafter owned by the Association for the common use and enjoyment of the Owners, including without limitation and if applicable, a pond, park, playground and equipment, walking path, benches, or green space.

2.9 ***Declarant*** means and refers to Servi Investments, LLC, a Wisconsin limited liability company, and its successors and assigns.

2.10 ***Eagle Pass*** means and refers to the community created by this Declaration, consisting of the property and of all improvements located on the property.

2.11 ***Eagle Pass Documents*** mean and refer to the basic documents creating and governing Eagle Pass, including but not limited to this Declaration, the Articles of Incorporation, Bylaws of the Association, the Architectural Guidelines and any process, procedures, rules, regulations or policies adopted under such documents by the Association or the Architectural Control Committee.

2.12 ***Improvements*** mean and refer to all buildings and structures, parking areas, fences, walls, hedges, plantings, pools, driveways, ponds, recreational facilities, signs, changes in any exterior shape, excavation and all other site work including without limitation grading, road construction, utility improvement, removal of trees or plantings, and any new exterior construction or exterior improvement which may be included in the foregoing. "Improvements" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior appearance. "Improvements" does include both original improvements and all later changes and improvements.

2.13 ***Lot*** means and refers to any plot of land within the Eagle Pass whether or not Improvements are constructed thereon, which constitutes or will constitute a single family dwelling. The ownership of each Lot shall include all the rights, title, and interest of an Owner, which shall include without limitation, membership in the Association.

2.14 ***Member*** means and refers to any person or entity holding membership in the Association.

2.15 ***Mortgage*** means and refers to any mortgage, deed to secure debt, deed of trust, and any and all similar instruments used for the purpose of encumbering real property in this Development as security for the payment or satisfaction of an obligation.

2.16 ***Mortgagee*** means and refers to a holder of a Mortgage.

2.17 ***Owner or Owners*** mean and refer to the record owner, whether one or more persons, of the fee simple title to a Lot located within the Development, and entitled to one vote per Lot as a Member of the Eagle Pass Homeowners Association, Inc., but excluding those having such interest merely as security for the performance of an obligation.

2.18 ***Plat*** means and refers to any plat (or as-built survey) depicting the Property filed in the office of the Register of Deeds for Waukesha County, Wisconsin, as such Plat may be amended from time to time.

2.19 ***Property*** means and refers to the real property set forth in Exhibit A subject to this Declaration.

2.20 ***Voting Member or Voting Members*** mean and refer to the Members in good standing with the Association entitled to vote.

ARTICLE 3
THE ASSOCIATION

3.1 **Dedication of Common Area**. Declarant will convey to the Association certain parts of the Property as Common Area, as shown on the Plat, intended for common use by the Owners in Eagle Pass. Such designated areas shall, upon conveyance, be dedicated to the common use and enjoyment of Owners, and their families, guests, tenants, and invitees.

3.2 **Responsibility for Common Area**. Subject to the rights of the Owners set forth in this Declaration, the Association is responsible for the management and control of the Common Area and all Improvements in the Common Area (including related equipment), and shall keep it in good, clean, and attractive condition and repair consistent with the requirements of a first class residential community, pursuant to the terms and conditions of this Declaration.

3.3 **Membership**. Every Owner, by virtue of being an Owner and for as long as they are an Owner, is a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Owner, whether one or more persons, have more than one membership per Lot owned, but all of the persons owning each Lot are entitled to rights of membership and of use and enjoyment appurtenant to such ownership. The combination of two or more original Lots will be considered a single Lot for membership and assessment purposes. The Articles of Incorporation and Bylaws of the Association may set forth additional classifications of membership, which Members may or may not be Owners.

3.4 **Classes of Membership and Voting Rights**. Each Member, holding Class A membership, is entitled to one vote for each Lot, according to the plat, regardless of whether more than one person holds an interest in a Lot. If a Lot is owned by more than one person, then all Owners must consent to vote in the same manner. Any tenant of a Lot that is leased is not authorized to cast a vote. Only the record title holder of a Lot may vote on matters related to the Association.

3.5 **Compliance with the Document**. Each Owner shall abide by and benefit from the Eagle Pass Documents. A copy of the Association Rules in effect will be distributed to each Member of the Association, and any change in the Association Rules will be distributed to each Member within a reasonable time following the effective date of any change.

3.6 **Rules and Regulations.** The Association from time to time and subject to the provisions of the Eagle Pass Documents, may adopt, amend and repeal rules and regulations, to be

known as "Association Rules," governing the use of open space, schedule of fines for infractions of the Association rules, and setting such rules.

3.7 **Ownership of Personal and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interest within Eagle Pass conveyed to the Association by Declarant.

3.8 **Assistance to Architectural Control Committee.** The Association shall in all respects cooperate with and assist the ACC in the complete attainment of the ACC's functions, and the enforcement of its Architectural Guidelines, rules, regulations and decisions.

3.9 **Implied Rights and Obligations.** The Association may exercise any other right or privilege given to it expressly by the Eagle Pass Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege. The Association shall perform all of the duties and obligations imposed upon it expressly by the Eagle Pass Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Eagle Pass documents where reasonably necessary to satisfy any such duty of obligation.

ARTICLE 4
ARCHITECTURAL CONTROL COMMITTEE

4.1 Eagle Pass is designed as a private residential community with architectural controls. To ensure that the Property is further developed harmoniously and that consistency is maintained throughout the Development, an Architectural Control Committee shall formulate, review, and control a comprehensive landscape plan, signs, parking and site Improvements including structures of all types as set forth in the Architectural Guidelines and Rules.

4.2 During the Class B membership term, the initial Architectural Control Committee (the "ACC") consists solely of Kenneth Servi. Upon termination of the Class B membership: (a) Kenneth Servi shall relinquish the power of the ACC to the Association, and (b) the Board of Directors shall appoint three Members to the ACC. The new Member ACC may promulgate guidelines as may be necessary to implement the architectural review process not inconsistent with established practice. If a member of the ACC fails or is unable to act in their ACC capacity, then a vacancy for such a position is deemed to have been created. The vacancy created must be filled temporarily or permanently, as necessary, by the remaining members of the ACC. Any expenses incurred by the ACC, both during the Class B membership and after its termination, must be paid for by the Association.

4.3 The Architectural Control Committee shall:

(a) regulate the external design, appearance, and location of the Lots and any Improvements thereof.

(b) adopt Architectural Guidelines and programs consistent with covenants and restrictions.

(c) inspect for compliance with these guidelines.

(d) adopt procedures for the exercise of its duties.

(e) maintain complete and accurate records of all actions taken.

4.4 Notwithstanding anything to the contrary contained herein, the ACC or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application of enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the community.

ARTICLE 5
ARCHITECTURAL GUIDELINES AND RULES

5.1 **Land Use**. All Lots must be used for residential purposes only and common recreational purposes auxiliary thereto and for no other purpose. No Lot may be used as a right-of-way, street or road, or access to any property not included within the Development without the written consent of the Declarant. No structures, except as otherwise expressly herein provided, may be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling. No accessory structures are allowed, provided that a patio or deck that are otherwise permitted by this Declaration, and receive any necessary ACC approval, are allowed.

5.2 **Partition or Combination of Lots.** No Lot shall be subdivided or its boundary lines changed except with prior written approval of the Declarant and all necessary consents and approvals acquired from the applicable local municipality.

5.3 **Commercial Businesses Prohibited.** No commercial business of any type shall be permitted on a Lot. Nothing contained herein shall be construed as preventing the Declarant from erecting and maintaining facilities of a recreational or community nature or facilities incident to the use of the common area and easements. This section does not exclude any home office or remote work-from-home, but does exclude customer, clients, or patients being seen on residential premises.

5.4 **Common Area.** The Common Area is owned by the Declarant or the Association and no Owner may bring any action for partition or division of the Common Area by acceptance of a deed or other instrument of conveyance or assignment, each Owner is deemed to have waived such Owner's right to institute or maintain a partition action or any other action designed to cause a division of the Common Area, and this section may be pleaded as a bar to any such action. Any Owner who institutes or maintains any such action is liable to the Declarant or the Association, and agrees to reimburse the Declarant or the Association for its costs, expenses and reasonable attorney's fees in defending any such action.

5.5 **Subdivision Signage.** At the Village of Hartland's request, two (2) signs shall be erected at the entrance of each of the two (2) streets enclosing Eagle Pass, demarcating where

Eagle Pass commences. Such signage is subject to the Village of Hartland's specifications and approval, and the Association shall be responsible for any necessary upkeep to ensure the signage remains visible and well maintained.

5.6 **Architectural Control**. No dwelling unit is to be erected, placed or altered on any Lot until the plans for such dwelling unit on the Lot and the landscaping plan for the Lot have been submitted to and approved by the ACC. Such plans must be reviewed as to quality of workmanship and materials, harmony of external design with existing dwelling units, and as to location with respect to topography and finish grade elevation, before being approved by ACC or its successor or assigns. No home may be constructed on any Lot unless such work meets all local business codes, ordinances, and other applicable governmental restrictions in existence.

5.7 **Dwelling Size**. Each single-family dwelling on a Lot must have a minimum of 2,000 square feet. Each dwelling must include space for parking at least two automobiles within an attached garage.

5.8 **Setback**. Each Lot must comply with all applicable municipal restrictions as to setback.

5.9 **Location**. All structures must be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the Declarant or the ACC reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any structure, Improvements, and utilities upon all Lots and every Lot within the Development.

5.10 **Structure Material.** Unless specifically otherwise approved in writing by the ACC, all structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot. No dwelling shall have an exterior surface composed of asbestos siding, exposed concrete block, cinder block, or other similar material. The external composition of each dwelling shall be constructed of at least thirty percent (30%) brick, stone, or other similar sightly material, not to include vinyl, aluminum, wood, or composite siding products.

5.11 **Kind of Home.** No mobile or manufactured homes of any kind, or any home having the same general appearance, is permitted on any Lot, with the exception that pre-fabricated or panelized homes are permitted. No building or structure of a temporary nature: trailer, tent, shack, garage or other out-building shall be erected or maintained on any Lot for longer than twenty-four (24) consecutive hours. Furthermore, no building shall be permitted on any Lot unless it is erected on a solid foundation of brick or masonry from the ground level to the first floor level.

5.12 **Driveways.** Driveways and walkways must be constructed of concrete, asphaltic pavement, brick or other suitable hard-top surface.

5.13 **Drainage.** No Owner may perform or cause to be performed any work, construct any Improvements, place any landscaping or suffer the existence of any condition whatsoever that alters or interferes with the drainage pattern of the Subdivision, except to the extent such alteration and drainage pattern is approved in writing by the Declarant, and except for the rights reserved to Declarant to alter or change the drainage patterns.

ARTICLE 6
RESTRICTIONS AND COVENANTS

6.1 **Maintenance**. All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and keep all Lots in a neat and attractive condition. All Improvements erected on Lots must be maintained in a clean neat and orderly condition and in a good state of maintenance and repair.

6.2 **Unsightly Materials Prohibited.** No rubbish, garbage, debris, junk, junk vehicles, or unsightly material must be deposited on any of the Lots at any time except building material during the course of construction on the site. All rubbish, waste, or garbage must be kept in sanitary containers, and must be removed from the premises at least once a week.

6.3 **Pets.** Commercial breeding or feeding of horses, cattle, goats, hogs, sheep or poultry; the operation of a commercial dairy; dog boarding kennel or veterinary hospital; and the operation of a commercial livery or boarding stable for horses; or a riding academy; and the keeping of any hog or milk cow or horse, are strictly prohibited. Each Owner, and/or their authorized occupants, may keep a limit of three (3) domestic animals (canine or feline) for family pleasure, provided that domestic animals must be restrained by fence or other appropriate protective restraint. This restraint should be from the farthest possible point from the adjoining property, and all appropriate measures must be taken by the Lot Owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Noisy animals, such as incessantly barking dogs, must be controlled by their Owners.

6.4 **Noise.** No Owner shall make or permit any disturbing noises on their Lot by Owner or Owner's family, servants, employees, agents, or visitors, nor permit any conduct by such persons that will interfere with the rights, comforts or convenience of other Owners.

6.5 **Vehicles and Parking.** Each Lot dwelling shall include an enclosed garage, large enough to accept at least two standard automobiles. No boats, motor homes, travel trailers, buses, other recreational vehicles, or commercial trucks, may be stored or parked outside of a garage upon the Lot, or on the Lot's driveway for more than twenty-four (24) hours. Furthermore, no wrecked or junked motor vehicles or vehicles without a current license plate and registration shall be placed upon the Lot.

6.6 **Fuel Storage**. No bulk storage of flammable, combustible or explosive fluids, chemicals or substances shall be allowed in any dwelling, or on any Lot, or on the Common Areas, except that small quantities of fuels used for common activities such as lawn mowing, BBQ grills and other like activities may be kept when stored in a manner which minimizes the risk of fire or explosion.

6.7 **Fences**. Fences are prohibited. Pool and dog run fences can be no closer than three (3) feet from any lot line and must be at the back of the principal residence. Fences must be no taller than forty-eight (48) inches and have to be approved by the ACC.

6.8 **Signs**. No signs of any character may be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot, or Common Area, without the written permission of the ACC. The ACC has the right in its sole discretion to prohibit or to restrict and control the size,

construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Declarant and Lot Owners, however, may post temporary "For Sale" or "For Rent" signs on the Lots and these signs must be approved before being put on any Lot. Furthermore, signs used by a builder during construction or informational signs by the Declarant are allowed.

6.9 **Outdoor Lighting.** One hospitality light post shall be located within the front yard of every Lot. The style and type of light post shall be the same for each Lot, and each light post shall be sourced from the same few suppliers, subject to ACC approval. The light post shall be maintained by the Owner in a functional, operating manner. Any additional outdoor lighting positioned and installed by a Lot Owner remains subject to ACC approval, and shall be of such a nature and type so as not to present a hazardous or confusing condition and so as not to create a nuisance to any other lot Owner.

6.10 **Mailboxes.** Each dwelling shall be assigned its own individual mailbox to be situated on the dwelling's Lot, in which the position and placement of the mailbox shall be determined by the United States Postal Service, subject to any regulations and requirements thereof. Mailboxes shall not be clustered in any single location or entry point.

6.11 **Swimming Pools.** In-ground pools are permitted on any Lot subject to review and approval by the ACC**.** No above-ground or non-permanent pools may be placed on a Lot.

6.12 **Access**. There shall be no overland vehicular access to any Lot except from designated roads and paths lying within the Common Areas. The Declarant, its agents or employees are entitled to access as may be necessary to make emergency repairs to prevent damage to the Common Areas.

6.13 **Amendments to Regulations.** Reasonable regulations governing the use of the Common Areas and external appearance of all structures erected on the Lots may be made and amended from time to time by the Declarant or the ACC; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Directors of the Owners Association before effective.

ARTICLE 7
INSURANCE

7.1 **By the Declarant or Association.** The Declarant or Association or its duly authorized agent are entitled to obtain insurance to the extent reasonably available for all Improvements on the Common Areas against loss or damage in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction work in the event of damage or destruction from any reasonable hazard. The Declarant may also obtain a broad form public liability policy covering all Common Areas. In the event of damage or destruction to property insured by the Declarant by fire or other casualty, the Declarant or its agent shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly enjoyed. If the insurance proceeds are insufficient to pay all costs of repairing or rebuilding of such destroyed improvement, then the Declarant or its agents shall levy a special Assessment against all Owners to make up such

deficiency. If the insurance proceeds exceed the cost of repair, then the excess proceeds shall be distributed to the respective Owners and Mortgagees as their interests appear.

7.2 **Liability Insurance by Declarant or Association.** The Declarant or Association are entitled to obtain a comprehensive policy of public liability insurance insuring the Association and its Members for all liability for property damage, bodily injury or death in connection with the operation, maintenance and use of the Common Area within Eagle Pass.

7.3 **By the Owner**. It is the individual responsibility of each Owner to provide, as an Owner sees fit, insurance on the Improvements on Owner's Lot for damage or destruction from all reasonable hazards. Each Owner shall maintain as the Owner sees fit homeowners liability insurance, theft and other insurance covering personal property damage or personal liability loss.

ARTICLE 8
MAINTENANCE ASSESSMENTS

8.1 **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot, covenants and agrees to pay to the Association:

(a) Annual Assessments or charges as provided in this Declaration for the purpose of funding the maintenance fund.

(b) Special Assessment for capital Improvements and other purposes as stated in this Declaration; such annual and special Assessments to be fixed, established and collected from time to time as provided below.

(c) Default Assessments which may be assessed against an Owner's Lot pursuant to the Eagle Pass Documents for failure to perform an obligation under the Eagle Pass Documents or because the Association has incurred an expense on behalf of the Owner under the Eagle Pass Documents. The annual, special and default Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such Assessment is made until paid. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due.

8.2 **Purpose of Assessments**. The Assessments levied by the Association shall be used for maintenance of the Common Area, including but not limited:

(a) to keep the Common Areas clean and free from debris and to maintain any amenities located thereon in a clean and orderly condition, to maintain the landscaping thereon in accordance with the highest standards for private parks including any necessary removal and replacement of landscaping, and to repair, replace, and provide for additions to the Improvements as stated in the Eagle Pass Documents.

(b) to pay all taxes, if any, levied against the Common Areas and any properties owned by the Association.

(c) to erect and maintain Development signs on the Common Areas, said signs to be of standard construction and quality.

(d) to pay the premiums on all hazard insurance carried by the Association on the Common Areas and all public liability insurance carried by the Association pursuant to the By-Laws.

8.3 **Date of Commencement of Annual Assessment; Due Dates**. The annual Assessments commence for each Lot upon the sale of the Lot to an Owner who is not the Declarant. The initial annual Assessment is Two Hundred Dollars ($200), which may be adjusted upon the sole discretion of the Declarant during the Class B membership term and as set forth in Section 8.4 below after the Board of Directors is formed. The annual Assessments must be prorated according to the number of months remaining in the calendar year. Upon the sale of a Lot to a new Owner, the annual Assessments commence as to that Lot on the first day of the month following the conveyance of the Lot to the new Owner.

8.4 **Calculation and Apportionment of Annual Assessments**. After the formation of the initial Board of Directors, the Board of Directors shall prepare a budget by April 15 of each year estimating its net cash flow requirements for the next year and an estimate of the Assessments to be charged each Owner, and the Board shall distribute the proposed budget to the Owners. On or before April 30th of each year, the Board shall approve the budget in final form and shall determine, levy and assess the Association's annual Assessments for the approaching year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement and maintenance of any Improvements on the open space and Common Area which must be replaced on a periodic basis, and for taxes, capital Improvements, deficiencies for the prior year's maintenance fund and other purposes, and shall include any expected income and surpluses from the prior year's fund.

8.5 **Special Assessments**. In addition to the annual Assessments authorized above, the Board of Directors may levy in any fiscal year one or more special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement on the Common Area, including the necessary fixtures and personal property related thereto, or to make up any shortfall in the current year's budget. Notice of the amount and due dates for each special Assessment must be sent to each Owner at least (30) days prior to the due date.

8.6 **Uniform Rate of Assessment**. Both annual and special Assessments must be fixed at a uniform rate for all Lots, assessed on a uniform basis. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent Assessments.

8.7 **Owner Liability**. No Owner may waive or be exempt from liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any Assessment may be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to

comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

8.8 **Default Assessments.** All monetary fines assessed against an Owner pursuant to the Association documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association documents, shall be a default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date.

8.9 **Effect of Non-payment of Assessment; Lien; Remedies of Association.** Any Association installment, whether pertaining to an annual, special or default Assessment, which is not paid within thirty (30) days of its due date is delinquent. If an Assessment installment becomes delinquent, then the Association, in its sole discretion, may take any or all of the following actions:

(a) Enforce a late charge as provided in the By-Laws.

(b) Assess a late charge of at least twelve percent (12%) per delinquency.

(c) Assess an interest charge from the date of delinquency at the rate per annum of 2 points above the prime rate charged by the Association's bank or such other rate as shall have been established by the Board of Directors.

(d) Suspend the voting rights of the Owner during any period of delinquency.

(e) Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the year shall be due and paid at once.

(f) Bring legal action against any Owner personally obligated to pay the delinquent installments.

(g) File a lien with respect to the Lot, and foreclose as set forth below:

The Association may file a statement of lien by recording in the appropriate offices of Waukesha County, Wisconsin, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and amount of the delinquent Assessments then owing, which statement must be signed and acknowledged by the President of the Association, and which must be served on the Owner of the Lot by mail to the address of the Lot or at such other address as the Association may have in its records for the Owner ("Lien Notice"). Thirty (30) days following the mailing of the Lien Notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for foreclosure of mortgages under the statutes of the State of Wisconsin. The lien is in favor of the Association and is for the benefit of all other Owners. In a foreclosure action, the Association is entitled to recover as a part of the action the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the

Common Area or abandonment of a Lot. The remedies herein provided are not exclusive and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

8.10 **Successor's Liability for Assessments**. In addition to the personal obligation of each Owner to pay all Assessments and the Association's perpetual lien for Assessments, all successors to the fee simple title of a Lot, are jointly and severally liable with the prior Owner or Owners for any and all unpaid Assessments, interest, late charges, cost, expenses and attorney's fees against such Lot without prejudice to any successor's right to recover from any prior Owner any amounts paid by such successor. The liability of a successor is not personal and terminates upon termination of such successor's fee simple interest in the Lot. In addition, such successor is entitled to rely on the statement of the status of the Assessments issued by or on behalf of the Association.

8.11 **Subordination of the Lien**. The lien of the Assessments is subordinate to the lien of any first Mortgage. The lien of the Assessments is superior to and prior to any homestead exemption provided now or in the future by laws of the State of Wisconsin. No sale or transfer of any Lot pursuant to a decree of foreclosure or any other proceeding or deed in lieu of foreclosure for the purpose of enforcing a first Mortgage extinguishes the lien of such Assessments as to installments which become due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Lots as a common expense at the direction of the Board of Directors. No sale or transfer relieves the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of any Assessments made after the sale of transfer.

8.12 **Notice of Action**. Any first Mortgagee that makes a prior written request to the Secretary of the Association and furnishes its name and address in the legal description of the Lot in which it has an interest to the Secretary must timely provide written notice of any delinquency in payment, special or default Assessment levied against the Lot encumbered by its first Mortgage. In addition, any first Mortgagee is entitled to cure a delinquency and obtain a release from the lien imposed or perfected by reason of such delinquency.

8.13 **Exempt Property**. The following portions of the Property are exempt from the Assessments, charges and liens created under this Declaration:

(a) All properties and other interests therein dedicated and accepted by the Village of Hartland, Wisconsin and devoted to public use, if any.

(b) All utility easements and Common Area.

8.14 **Statement of Status of Assessments**. Upon ten (10) days prior written notice, the Treasurer must provide the requesting Owner, active purchaser, or Mortgagee a statement of the account for a Lot setting forth:

(a) The amount of any unpaid Assessments (whether annual, special or default Assessments), interest, late charges, costs, expenses and attorney's fees then existing against a particular Lot,

(b) The amount of the current periodic installments of the annual Assessments and the date through which they are paid,

(c) Any other information deemed proper by the Association. The information contained in such statement when signed by the Treasurer, is conclusive upon the Association as to the person or persons to whom such statement is issued and who rely upon it in good faith.

8.15 **Failure to Assess.** The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice is not a waiver, modification or release of any Owner from the obligation to pay Assessments. In such event, the Owner shall continue to pay annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE 9
DURATION AND AMENDMENTS

9.1 **Term.** The covenants and restrictions of this Declaration run with and bind the Property, and inure to the benefit of and are enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date that this Declaration is recorded, after which time this Declaration automatically extends for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, is recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change covenants and restrictions, in whole or in part, or to terminate the same.

9.2 **Amendments**.

(a) If Declarant maintains the power to appoint the Board of Directors, then Declarant is entitled to unilaterally modify and amend this Declaration provided the modifications and amendments are lawful and do not violate the community development plan. No house that is complete, or substantially complete, at the time of the adoption of an amendment and which conformed to the Declaration prior to the amendment are rendered nonconforming by the adoption of an amendment. Any such amendment by Declarant is effective when a written instrument setting forth the amendment is recorded in the appropriate offices of Waukesha County, Wisconsin.

(b) After the termination of the Declarant's right to appoint the Board of Directors, this Declaration may be amended only by the affirmative vote or written consent of Voting Members representing seventy-five (75%) percent of the total votes of the Association. No amendment may remove, revoke or modify any right or privilege of Declarant as specifically provided for in this Declaration or Amendments without the written consent of the Declarant or the assignee of such right or privilege. Any amendment must be recorded with the Register of Deeds for Waukesha County, Wisconsin.

(c) The Declarant may at any time within five (5) years from the date of the recording of this Declaration, even if the termination of Declarant's right to appoint the Board of Directors has already occurred, amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions of this Declaration, for the purpose of meeting the requirements of governmental agencies, including but not limited to the Federal Housing Administration and the Veterans Administration. Such amendment needs to be executed and acknowledged by the Declarant only, and need not be approved by the Association, the Owners, lienors and Mortgagees of Lots, whether or not elsewhere required for amendments. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Mortgagee enjoying such protection.

9.3 **Revocation**. This Declaration cannot be revoked except as provided herein regarding total condemnation without the consent of all of the Owners in a written instrument duly recorded.

ARTICLE 10
ENFORCEMENT OF COVENANTS

10.1 **Violations Deemed a Nuisance**. Every violation of this Declaration or any of the other Eagle Pass Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of these covenants are available.

10.2 **Compliance**. Each Owner, or other occupant, of any part of a Lot shall comply with the provisions of the Eagle Pass Documents, as amended from time to time.

10.3 **Failure to Comply**. Failure to comply with the Eagle Pass Documents is grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the By-Laws shall be given to the delinquent party prior to commencing any legal proceedings.

10.4 **Who May Enforce.** Any action to enforce the Eagle Pass Documents may be brought by Declarant or the Board of Directors in the name of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Eagle Pass Documents, then the aggrieved Owner may bring such action.

10.5 **Remedies.** Any violation of the Eagle Pass Documents affords the Board, or Declarant, on behalf of the Owners, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest and meaning of the Eagle Pass Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure is at the expense of the Owner or other person responsible for the offending condition.

10.6 **Non-Exclusive Remedies.** All the remedies set forth herein are cumulative and not exclusive.

10.7 **No Waiver.** The failure of the Board of Directors, Declarant, the ACC or any aggrieved Owner to enforce the Eagle Pass Documents does not constitute a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Eagle Pass Documents.

10.8 **No Liability.** No member of the Board of Directors, Declarant, the ACC or any Owner is liable to any other Owner for the failure to enforce any of the Eagle Pass Documents.

10.9 **Recovery of Costs.** If legal assistance is obtained to enforce any of the provisions of the Eagle Pass Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Eagle Pass Documents or the restraint of violations of the Eagle Pass Documents, the prevailing party is entitled to recover all costs incurred by it in such action, including reasonable attorney's fees as may be incurred, or if suit is brought, as may be determined by the Court.

ARTICLE 11
PRINCIPLES OF CONSTRUCTION

11.1 **Severability.** This Declaration, to the extent possible, must be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable is ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

11.2 **Construction.** In interpreting words in this Declaration, unless the context otherwise provides or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

11.3 **Headings.** The headings are included for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

11.4 **Registration of Mailing Address.** Each Member shall register a mailing address with the Secretary of the Association from time to time, and notices or demands intended to be served upon or given to a Member must be personally delivered or sent by mail, postage prepaid, addressed in the name of the Member at such registered mailing address.

11.5 **Notice.** All notices or requests required shall be in writing. Notice to any Member is deemed delivered and effective upon personal delivery or three (3) days after posting, when sent by certified mail, return receipt requested, to the address of such Member on file in the records of the Association at the time of such mailing. Notice to the Board, the Association, or ACC is deemed delivered and effective upon personal delivery or three (3) days after posting, when sent by certified mail, return receipt requested, to the Association, the Board, or ACC at such address as established by the Association from time to time by notice to the Members. General notices to all Members or any classification do not need to be certified, but may be sent regular first class mail.

11.6 **Waiver**. No failure on the part of the Association, the Board or the ACC to give notice of default or to exercise delay in exercising any right or remedy operates as a waiver, except as specifically provided above if the board or the ACC fails to respond to certain requests. No waiver is effective unless it is in writing, signed by the President or Vice-President of the Board on behalf of the Association, or by the Chairman of the ACC on behalf of the ACC.

11.7 **Limitation of Liability on Indemnification.** The Association shall indemnify every officer, director and committee member against any and all expenses, including trial and appellate attorney's fees and costs reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which they may be a party by reason of being or having been an officer or director. The officers and directors are not liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith. The officers and directors have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for is not exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability insurance and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

11.8 **Conflicts Between Documents**. In case of conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration controls.

11.9 **Indemnity for Damages**. Each and every Owner and future Owner, in accepting a deed or contract for any Lot subject to these restrictions, agrees to indemnify Declarant for any damage caused by such Owner, or the contractor, agent or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines, or sanitary sewer lines, or other utilities such as telephone, cable television, electricity or gas lines.

11.10 **Assignment**. The Declarant may assign all or any part of its rights and reservations to any successor who takes title to all or part of the Subdivision in a bulk purchase for the purpose of development and sale. Such successor is identified, the particular rights being assigned must be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the recorder of deeds office of Waukesha County, Wisconsin.

11.11 **Rights of Owners**. Whenever all or any part of the Common Area is taken or conveyed in lieu of and under threat of condemnation by the Board of Directors acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner is entitled to notice of the taking, but the Association must act as attorney-in-fact for all Owners in the proceeds incident to the condemnation proceeding, unless otherwise prohibited by law.

11.12 **Partial Condemnation; Distribution of Award; Reconstruction.** The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Owners representing at least sixty-six (66%) percent of the Class "A" votes in the Association otherwise agree, the Association must restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with the plans approved by the Board of Directors and the ACC. If such Improvements are to be repaired or restored, the provisions hereinabove regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net fund shall be distributed in equal shares per Lot, first to the Mortgagees and then to the Owners as their interests appear.

11.13 **Complete Condemnation.** If all of Eagle Pass is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the Association created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Area shall be distributed equally to all Owners.

[*Signature Pages Follow*]

The foregoing is agreed to and accepted by the undersigned parties.

DECLARANT:

SERVI INVESTMENTS, LLC,
a Wisconsin limited liability company

_____
Name: Kenneth Servi
Title: Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me _____, 2025, Kenneth Servi, who executed the above instrument and acknowledged the same.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Legal Description and Parcel Number

BY-LAWS

OF

EAGLE PASS HOMEOWNERS ASSOCIATION, INC.

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EAGLE PASS HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
EAGLE PASS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
PURPOSE

These Bylaws apply to operation of Eagle Pass Homeowners Association, Inc., a homeowners association formed for the Plat of Eagle Pass ("***Development***") as described in a Declaration of Covenants and Restrictions for the Plat of Eagle Pass, Village of Hartland, Waukesha County, Wisconsin, recorded as Document Number _____ (the "***Declaration***") in the Office of the Register of Deeds for Waukesha County, Wisconsin.

These Bylaws incorporate the Declaration and the Articles of Incorporation of Eagle Pass Homeowners Association, Inc. The purpose of these Bylaws is to provide the structure necessary for the operation and maintenance of any property or rights in property owned by the Association, including without limitation the Common Areas, to control and regulate the use and enjoyment of the Development for the benefit of all persons authorized to use them, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, to enforce the provisions of the Declaration when necessary, and to permit Owners to participate through a democratic structure in this process of maintenance, operation, financing, and control.

The capitalized terms used in these By-Laws have the meanings set forth in the Eagle Pass Subdivision Declaration of Covenants, Conditions and Restrictions. Any inconsistency between the Declaration and these Bylaws must be resolved according to the terms of the Declaration.

ARTICLE 2
NAME, ADDRESS, AND FORM OF ADMINISTRATION

SECTION 2.1. Name.

The name of this association is Eagle Pass Homeowners Association, Inc. (hereinafter the "***Association***").

SECTION 2.2. Address.

The principal office of the Association is located at _____. All meetings of the Association may be held at such suitable places convenient to the Voting Members as may be designed by the Board of Directors either within the Subdivision or as convenient a place as possible near the Subdivision.

SECTION 2.3. Form of Administration.

The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes. Control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the Members in accordance with these By-Laws.

SECTION 2.4. Manager.

The Board of Directors may hire a manager or managing agent ("***Manager***") at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize.

ARTICLE 3
MEMBERS

SECTION 3.1. Members.

(a) Commencement and Termination. Membership commences immediately upon acquisition of an ownership interest in a Lot of the Development and immediately terminates upon conveyance of such ownership interest. If an Owner's ownership interest passes to its personal representative or to a trustee upon the Owner's death, the personal representative or trustee becomes a Member of the Association.

(b) Withdrawal or Expulsion. No Owner may voluntarily withdraw or be expelled from membership in the Association. Each membership is appurtenant to the Lot upon which it is based and transfers automatically upon conveyance with the transfer of a Lot.

(c) Membership List. The Association shall maintain a current membership list listing all Owners of each Lot, the current mailing address for each Owner to which notice of meetings of the Association must be sent, in the case of multiple owners of a Lot, the Owner, if any, designated to cast any or all of the votes pertaining to such Lot in accordance with the Declaration. Each Owner shall promptly provide written notice to the Association of any transfer of its Lot and of any change in such Owner's name or current mailing address. No Owner may vote at meetings of the Association until the name and current mailing address of such Owner has been provided to and received by the Secretary of the Association.

SECTION 3.2. Voting Member Rights.

(a) The Association has two classes of voting membership:

(i) Class A. Class A members are all Lot Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons are members. The vote for such Lot is exercised as they determine, but in no event can more than one vote be cast with respect to any Lot. Each Member in good standing is entitled to vote on each matter submitted to a vote of the Members.

(ii) Class B. The Class B member is the Declarant, its assigns or successors, and Declarant is entitled to unilateral control of the Association while

Declarant possesses Class B membership. The Class B membership ceases, terminates, and ends thirty (30) days after the closing of the sale of the fourth (4th) Lot owned by the Declarant in the Subdivision, which will constitute the Declarant no longer possessing ownership of at least fifty percent (50%) of the Lots in the Subdivision.

(b) The Board of Directors is authorized to establish regulations providing for voting by mail or by electronic means.

(c) Any person or entity, on becoming an Owner of a Lot, must furnish to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, and such instrument must remain in the files of the Association. An Owner is not a Member of the Association in good standing and is not entitled to vote at any annual or special meeting of Members unless this requirement is first met.

ARTICLE 4
MEETINGS OF MEMBERS

SECTION 4.1. Annual Meetings.

After termination of the Class B membership, regular annual meetings of the Voting Members must be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board of Directors. The Board of Directors shall set the date and time of the annual meeting of the Association. At each subsequent annual meeting, the Members shall elect Directors whose terms of office expire and shall conduct such other business as is appropriate or necessary.

SECTION 4.2. Special Meetings.

The President may call special meetings. In addition, it is the President's duty to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least twenty (20%) percent of the total votes of the Association. The notice of any special meeting must state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4.3. Notice of Meetings.

Written or printed notice stating the place, day and hour of any meeting of the Association must be delivered, either personally or by mail, to each Voting Member, not less than ten (10) nor more than fifty (50) days before the date of such meetings, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting are deemed to be delivered when deposited in the U.S. Mail addressed to the Voting Member at a Voting Member's address as it last appeared on the records of the Association, with postage pre-paid.

SECTION 4.4. Waiver of Notice.

Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meetings. Attendance at a meeting by a Voting Member is deemed waiver by such Voting Member of notice at the time the meeting is called to order. Attendance at a special meeting also is deemed waiver of notice of all business transacted unless objection to the calling or convening of the meeting at which proper notice was not given is raised before the business is put to a vote.

SECTION 4.5. Holders of Security Interests.

Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Lot in the Development may obtain a copy of any notice permitted or required to be given by these Bylaws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record.

SECTION 4.6. Quorum of Members.

The Members holding one-third (1/3) of the votes that may be cast at any meeting constitute a quorum at any meeting of the Members, but will not exist without the presence of Declarant, its heirs, successors and assigns, unless Declarant no longer owns any Lot in Eagle Pass. The Declarant may waive this provision in writing sent to the Board of Directors after receiving notification of said meeting. In the absence of a quorum, a majority of the Members present must adjourn the meeting without further notice.

SECTION 4.7. Informal Action by Members.

Any action required or permitted by the Eagle Pass Documents to be taken at a meeting of the Members, may be taken without a meeting and without notice if a consent in writing setting forth the action so taken is signed by sixty percent (60%) of the total number of votes in the Association with respect to the subject matter thereof. Results of this action should be sent to each Member within five (5) days of the decision.

SECTION 4.8. Attendance and Proxies.

At any meeting, all votes must be cast in person, or by proxy registered with the Secretary. The form of proxies and the mode of solicitation is determined by the Board of Directors. Proxy forms should be sent to each Member with the notice of the annual meeting.

SECTION 4.9. Reserved Rights.

Election of Directors, amendment of the Bylaws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to vote by the Members.

ARTICLE 5
BOARD OF DIRECTORS

SECTION 5.1. Powers and Responsibility.

The affairs of the Association are managed by the Board of Directors, subject to instructions of the Members of the Association at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership. Among other powers and responsibilities, the Directors must enforce the Declaration as it relates to the regulation of the use and enjoyment of the Development.

SECTION 5.2. Number.

The Board of Directors consists of three (3) Members (each a "***Director***" and together the "***Directors***"). The initial Board of Directors is three (3). When, because of death, resignation, retirement, or removal, there are less than three Directors remaining, the remaining Directors will constitute the Board of Directors until the vacancy(ies) are filled as provided in these By-Laws. The vacancy(ies) must be filled as soon as reasonably possible.

SECTION 5.3. Directors During Declarant's Control.

During the Class B membership, Declarant possesses all power and authority granted to the Board of Directors by these By-Laws. Upon termination of the Class B membership Declarant shall relinquish unilateral control of the Board of Director powers and authority to the Association.

SECTION 5.4. Nominating Committee. For all boards of directors after the initial Board of Directors, nominations for election to the Board of Directors must be made by a nominating committee ("***Nominating Committee***") consisting of a chairman, who must be a Member of the Board of Directors and two or more Members of the Association. The Nominating Committee must be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting, and such appointment must be announced at each such annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as in its discretion it determines, but in no event less than the number of vacancies or terms to be filled by vote of the Members. Nominations are permitted from the floor. All candidates have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 5.5. Election of Directors**.**

Directors are elected as follows:

(a) During Class B Membership. During the Class B membership, Declarant possesses all power and authority granted to the Board of Directors by these By-Laws. All voting and decision making may be performed by Declarant alone, at Declarant's full discretion.

(b) Subsequent to Termination of Class B Membership. At the first meeting of the Members following the termination of the Class B membership, the Members shall elect all

the Board of Directors. At each subsequent annual meeting of Members, Directors must be elected. There may be up to five Directors elected from and representing Eagle Pass Owners. All Members of the Association shall vote upon Directors. The candidates receiving the majority vote are elected.

SECTION 5.6. Qualifications.

Any individual who is a Member in good standing of the Association is eligible for election or re-election to the Board of Directors.

SECTION 5.7. Term.

The initial terms of the elected Directors is fixed at the time of their election as they themselves must determine in order to establish a system of two (2) year terms. At the expiration of the initial term of office of each respective Director, a successor must be elected to serve two (2) years. Each Director must hold office until such Director's successor is elected by the Association and qualified.

SECTION 5.8. Voting Procedures for Directors**.**

Elections for the first Directors elected by the Association, known as the first general election of the Board, must be conducted at the first meeting of Members following termination of the Class B membership. At such election, Members of the Association may cast their votes. Voting for Directors is by secret written ballot.

SECTION 5.9. Removal of Directors; Vacancies**.**

Directors may be removed and vacancies on the Board may be filled as follows:

(a) By the Members. Following termination of the Class B membership, any Director may be removed, with or without cause, at any regular or special meeting of the Members, but two-thirds (2/3) vote. Only Members duly entitled to vote may cast a vote for removal. A successor to any Director removed may then and there be elected to fill the vacancy created. A Director whose removal is proposed by the Members must be given at least ten (10) days' notice of the date and purpose of the meeting, and given opportunity to be heard at the meeting.

(b) By the Board**.** Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in payment of any Assessment for more than thirty (30) days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board of Directors. In the event of the death, disability or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board must serve for the remainder of the term such successor was appointed to fill.

SECTION 5.10. Compensation.

No director receives compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of a Director's duties.

SECTION 5.11. Action Taken Without a Meeting**.**

The Directors are entitled to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at the meeting of the Directors.

ARTICLE 6
MEETINGS OF DIRECTORS

SECTION 6.1. Annual Meetings.

After termination of the Class B membership, regular meetings of the Board of Directors must be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. The Directors shall not meet upon a legal holiday. At all meetings of the Board, the President or in their absence, the chairman chosen by the Directors present, presides.

SECTION 6.2. Special Meetings.

Special meetings of the Board of Directors must be held when called by the President of the Association or by any two Directors, after not less than three (3) days' notice to each Director.

SECTION 6.3. Quorum.

A majority of the number of Directors constitutes a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present is an act of the Board of Directors.

SECTION 6.4. Waiver of Notice.

The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, are valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting is also deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

SECTION 6.5. Telephone and Electronic Participation**.**

One of more Directors may participate in any regular or special meeting of the Board by telephone conference call, Zoom, or other video conferencing means, and those Directors so participating must be counted for quorum purposes.

ARTICLE 7
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 7.1. General.

The Board of Directors have the powers and duties necessary for the administration of the business affairs of the Association. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation, these By-Laws or the Declaration directed to be exercised or done by the Members. The Directors must act only as a Board and the individual directors have no power as such.

SECTION 7.2. Specific Powers and Duties.

Without limiting the generality of powers and duties set forth in these By-Laws, the Board of Directors are empowered and have the powers and duties as follows:

(a) To administer and enforce the Declaration.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of Eagle Pass, with the right to amend same from time to time. A copy of such rules and regulations must be delivered to or mailed to each Member promptly after adoption.

(c) To keep in good order, condition and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration.

(d) To insure and keep insured all the insurable property contained in the Common Area and to maintain casualty and other insurance, all as required by the Declaration.

(e) To fix, determine, levy and collect the prorated annual Assessments to be paid by each of the Members towards the gross expenses of Eagle Pass, and to adjust, decrease or increase the amount of the Assessments, and to credit any excess of the Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

(f) To levy and collect special Assessments whenever, in the opinion of the Board of Directors, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special

Assessments must be in statement form and set forth in detail the various expenses for which the Assessments are being made.

(g) To levy and collect default Assessments for violation of the Eagle Pass Documents or because the Association has incurred an expense on behalf of a Member under the Eagle Pass Documents.

(h) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these By-Laws; to enforce a late charge; and to exercise other remedies for delinquent Assessments as set forth in the Declaration.

(i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these By-Laws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board may not borrow more than Ten Thousand and no/100 ($10,000.00) dollars or cause the Association to be indebted for more than $10,000.00 at any one time without the prior approval of a majority of votes of both classes of membership.

(j) To enter into contracts within the scope of their duties and powers.

(k) To establish a bank account for the operating account of the Association and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(l) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination by Members or their Mortgagee at convenient weekday business hours.

(m) To cause any and all access roads, parking areas and entrances in and to Eagle Pass to be maintained.

(n) To cause the maintenance of the lawn, trees, shrubs and other vegetation, and the sprinkler or other irrigation systems located in Common Areas for the benefit of the Members.

(o) To delegate to the Manager or any other person or entity such of the Associations' duties or responsibilities as may be more conveniently or efficiently performed by another than by the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in Subsections (e), (f), (g), (i) and (j) shall not be so delegated.

(p) To assist the Architectural Control Committee (the "ACC") in the performance of its functions.

SECTION 7.3. Manager**.**

(a) The Board of Directors may employ for Eagle Pass, a professional management agent or agents as Manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors authorize. The Board of Directors may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in Subsection (e), (f), (g), (i) and (j) of Section 7.2 above.

(b) No management contract may have a term in excess of two (2) years and must permit termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

SECTION 7.4. Accounts and Reports.

The following management standards of performance must be followed unless the Board of Directors by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles must be employed.

(b) Accounting and controls must conform with established professional guidelines and principles accepted in the industry.

(c) Cash accounts of the Association must not be co-mingled with any other accounts.

(d) Any financial or other interest which the Manager or a Member of the Board of Directors may have in any firm (other than Declarant) providing goods or services to the Association must be disclosed promptly to the Board of Directors.

(e) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year must be distributed to the Members. At the written request of an Owner or first Mortgagee, such statements must be audited at their expense. Any such audited statements must be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying.

ARTICLE 8
OFFICERS AND THEIR DUTIES

SECTION 8.1. Number and Qualifications.

The principal officers of the Association are a President, a Vice President, a Secretary, and a Treasurer, who at all times must be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

SECTION 8.2. Election and Term of Office.

After termination of the Class B membership, the officers of the Association must be elected annually by the Board of Directors at its annual meeting. If the election of officers may not be held at such meeting, such election must be held as soon thereafter as conveniently may be. Each officer holds office for one (l) year or until their successor is duly elected, or until their death or until they resign or are removed in the manner hereinafter provided.

SECTION 8.3. Removal and Resignation.

Any officer may be removed from office with or without case by the Board of Directors. Any officer may resign at any time by giving written notice of the Board of Directors, the President, and Secretary. Such resignation takes effect on the date of receipt of such notice or at any later time specified in this notice. Any officer or agent elected or appointed by the Board of Directors may be removed by a vote of a majority of the Members of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

SECTION 8.4. Vacancies.

A vacancy in any principal office because of death, resignation, removal, disqualification, or otherwise, must be filled by the Board of Directors for the unexpired portion of the term.

SECTION 8.5. President.

The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; and co-sign all checks and promissory notes.

SECTION 8.6. Vice President.

The Vice President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

SECTION 8.7. Secretary.

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board of Directors.

SECTION 8.8. Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all

checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and the financial statements; and deliver or make copies available of each to the Members.

SECTION 8.9. Contract for Management.

The duties and responsibilities of the officers may be delegated to a Manager under the terms of a management contract approved by the Association.

ARTICLE 9
COMMITTEES

SECTION 9.1. General.

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE 10
INDEMNIFICATION

Each Director or officer of the Association now or hereafter in office and their heirs, executors, and administrators, and each Director and officer of this Association and their heirs, executors, and administrators who now act or shall hereafter act at the request of the Association as Director or officer of another Association controlled by this Association, are indemnified by this Association against all costs, expenses, and amounts of liability therefor, including counsel fees reasonably incurred by or imposed upon them in connection with or resulting from any action, suit, proceeding or claim to which they may be made a party, or in which they may be or become involved by reason of their acts of omission or commission, or alleged acts of commission as such Director or officer, or, subject to the provisions hereof, any settlement thereof, whether or not they continue to be such Director or officer at the time of incurring such costs, expenses, or amounts, and whether or not the action or omission to act on the part of such Director or officer, which is the basis of such suit, action, proceeding, or claim, occurred before or after the adoption of this By-Law; provided that such indemnification does not apply with respect to any matter as to which such Director or officer is finally adjudged in such action, suit, or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of their duty as such Director or officer, and provided, further, that the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding, or claim, including reimbursement of any amounts paid and expenses reasonably incurred in settling any such suit, action, proceeding, or claim, when, in the judgment of the Board of Directors of this Association, such settlement and reimbursement appear to be for the best interests of this Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such Director or officer may be entitled under any Bylaw, agreement, vote of Members, or

otherwise, and shall not be exclusive of any other rights of indemnity to which any Director or officer may otherwise be entitled under the laws of the State of Wisconsin.

This Article is intended to constitute a contract with each person who, subsequent to its adoption, is serving or shall subsequently serve as a Director or officer of the Association.

ARTICLE 11
FEES, DUES, AND ASSESSMENTS

SECTION 11.1. Common Expenses.

The expenditures for the operation of the Association may be common expenses to be shared equally by the Owners or may be expenses benefitting the Owners unequally which may be assessed against the Owners unequally, in proportion to the benefit to each Lot, as determined in the judgment of the Board of Directors.

SECTION 11.2. Budget, Assessment, and Annual Report.

(a) Budget. The Board of Directors shall adopt an annual operating budget for the Association which includes the manner in which Assessments may be made against the Lots, at the annual meeting of the Board of Directors.

(b) Levying and Payment of Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy Assessments against the Owners. On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Owner. Assessments are payable to the Association in annual, quarterly or monthly installments as determined by the Board of Directors. Such installments must be mailed or delivered to the principal office of the Association or as otherwise directed by the Association and are deemed paid on the date of mailing or on the date of delivery, as the case may be.

(c) Special Assessments. Special Assessments may from time to time be levied against Owners by the Board of Directors for any of the purposes enumerated in the Declaration, including the collection of fines for violations, and are due and payable in the manner and upon the date or dates designated by the Board of Directors.

(d) Association Remedies. Upon nonpayment of assessments, the Association has all powers given by law, the Declaration, or these By-Laws to effect collection of the assessments hereunder. Any Assessment not paid within ten (10) days of the date on which it is due bears interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by bringing an action for money damages against the Owners personally obligated to pay the delinquent assessments. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common elements or abandonment of the Lot.

ARTICLE 12
FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE 13
AMENDMENTS

Any proposed amendment to these By-Laws must be submitted in writing at any meeting of the Members of the Association. Such proposed amendments must be discussed at the meeting of the Members following the meeting at which the proposed amendment was submitted, and must be voted on by the Members of the Association at a date that is not earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by three (3) Members of the Association, read to the meeting by the Secretary, and printed on ballots distributed to all Members by mail. A proposed amendment is effective when approved by at least sixty percent (60%) of the Members entitled to vote.