

**VILLAGE BOARD AGENDA
MONDAY, OCTOBER 24, 2022
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

Call to Order

Roll Call

Pledge of Allegiance – Trustee Pfeiffer

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.

1. Consideration of Village Board minutes of October 10, 2022.
2. Consideration of items related to vouchers.
 - a. Consideration of vouchers for payment in the amount of \$138,852.17.
3. Actions related to Licenses and Permits
 - a. Consideration of Operator's (Bartender) Licenses
4. Consideration of a second reading of Bill for an Ordinance No. 09-26-2022 "An Ordinance to Amend Chapter 46 of the Village of Hartland Municipal Code Pertaining to Zoning Ordinance".

Items referred from the October 17, 2022 Plan Commission meeting

5. Items related to a proposed Planned Unit Development for property north of 1112 Lisbon Ave.
 - a. Review of draft Planned Unit Development Agreement, Condo Declarations and related exhibits.
 - b. Consideration of scheduling a Public Hearing on November 28, 2022.

Other Items for Consideration

6. Consideration of Resolution 10-24-2022 "A Resolution to adopt the Waukesha County All Hazard Mitigation Plan."
7. Discussion and consideration of Building Needs Assessment Report for Proposals.
8. Consideration of a request to appoint additional Election Inspectors with terms to expire December 31, 2023.
9. Consideration of the 2023-2024 Engineering Services Agreement with Ruckert-Mielke.

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10. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards 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 Administrator or other Village Staff members.

11. Adjournment.

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 Darlene Igl, 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 881 6288 7285.

Or participate online:

<https://us02web.zoom.us/j/88162887285?pwd=MFRWMm5sMTY5aDFPK0JpVG85Qkl5dz09>

VILLAGE BOARD MINUTES
MONDAY, OCTOBER 10, 2022
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

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

Others Present: Village Manager Bailey, Clerk Igl, Police Chief Misko, Police Lieutenant DeBarge, Interim DPW Director Felkner, DPW Operations Supervisor Jungbluth, DPW Leadman Jenson, Fire Chief Jambretz, Chris Miller, James Kupfer, interested citizens.

Pledge of Allegiance – President Pfannerstill

Swearing in of Village Trustee Shaunta' de Boer – President Pfannerstill administered the oath to Shaunta' de Boer to fill the vacant seat. He stated that she has served on the Park and Recreation Board, is a local business owner and has been involved in the community and local schools.

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 is being recorded and will be available online through the Village's website.

Dawn Buika, 757 Windsor Circle, was following up on concerns raised about the deer population in her neighborhood and asked whether Village staff had contacted the DNR. President Pfannerstill advised her to contact the Police Department or the Village Manager.

1. Motion (Pfeiffer/Hallquist) to approve the Village Board minutes of September 26, 2022. Motion carried.
2. Consideration of items related to vouchers.
 - a. Consideration of Contractor's Application for Payment No. 2 for the 2022 Paving Program to Payne & Dolan, Inc. in the amount of \$221,463.83. Interim DPW Director Felkner stated that the Village will hold retainage until the completion of the project and recommended payment as requested. Motion (Hallquist/Wallschlager) to approve Contractor's Application for Payment No. 2 for the 2022 Paving Program to Payne & Dolan, Inc. in the amount of \$221,463.83. Motion carried.
 - b. Trustees Wallschlager asked what services are provided for the ambulance maintenance agreement with Striker's. Chief Jambretz stated that maintenance and calibration of the cardiac monitors is included. She also asked for clarification related to law enforcement cargo pants and Chie Misko stated that the purchase was for three pair. Trustee Truttschel asked what service is provided by Hydrocorp. Interim DPW Director Felkner stated that it is for cross connection services. Motion (Wallschlager/Conner) to approve vouchers for payment in the amount of \$818,056.03. Motion carried.

3. Actions related to Licenses and Permits
 - a. Consideration of Operator's (Bartender) Licenses
Chief Misko provided information to the Village Board regarding an Operator's license application in which the applicant had an alcohol related conviction just short of 12 months ago. Chief Misko recommended approval based on the timing. After discussion, motion (Pfeiffer/Truttschel) to approve the Operator's Licenses as listed. Motion carried.
4. Discussion and consideration of a conceptual plan for development of a multi-use building at 221 Cottonwood Ave.

Chris Miller and James Kupfer presented a conceptual plan for a multi-use building at 221 Cottonwood Ave. The building would include commercial rental space, apartments, a boutique hotel, and an event center. Mr. Kupfer provided information on his recent observations related to parking in the area on different days of the week and times of day. President Pfannerstill commented that he believes the development would begin the revitalization of Cottonwood Ave. It was stated that the developers would be looking into TIF funding. It was stated that the hill behind the existing structure will be excavated away, creating a more private space behind the proposed structure. It was stated that events would only be allowed to operate until 11 p.m. It was stated that the estimated total value estimate of the project is \$13.5M.

Village Manager Bailey stated that the Village would collect hotel/motel tax from this project. Motion (Conner/Hallquist) to send this conceptual plan to the Plan Commission for review. Motion carried. President Pfannerstill stated that the project will come back to the Village Board in the future as the project goes through the approval process.

Items referred from the October 3, 2022, Park & Recreation Board Meeting

5. Discussion of Park & Recreation Board motions regarding pickleball and parking.

Interim DPW Director Felkner updated the Village Board on plans to install additional pickleball courts at Nixon Park which is estimated to cost \$156,714 which could be funded through impact fees. In addition, he provided an update on proposed modifications to the parking lots at Nixon Park. Village Manager Bailey stated that these items will be considered with the budget.

Other Items for Consideration

6. Discussion and consideration of Building Needs Assessment Request for Proposals.

Chief Misko stated that four responses had been received and outlined the proposals submitted. Village Manager Bailey stated that the assessment would consider options to address that the facilities are aging, and additional space is needed. Chief Misko stated that the growth portion of an expansion could be funded with impact fees. Motion (Conner/Pfeiffer) to authorize Chief Misko to complete a detailed reference check and gather further details from FGM Architects and Zimmerman Architectural Studios. Motion carried.

7. Consideration of Committee appointments by Village President Pfannerstill.

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No appointments made at this time.

8. 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 Administrator or other Village Staff members.

Chief Misko stated that Officer Bell will be receiving an award for his assistance with the Waukesha Christmas parade incident. He stated that the SCIT team is in the process of developing a technology resource group and have received a drone unit. The group is also looking at additional drone capabilities. Chief Misko stated that he was selected to participate in a statewide committee to address mental health issues.

Chief Jambretz stated that 487 people were served at the recent pancake breakfast and that call volume continues to be high.

President Pfannerstill announced that the Holiday Lights event will be Dec. 2 and the Canadian Pacific Holiday Train will be Dec. 9.

9. Adjournment.

Motion (Pfeiffer/Truttschel) to adjourn at 7:55 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: October 19, 2022

RE: Voucher List

Attached is the voucher list for the
October 24, 2022 Village Board Meeting

October 24, 2022 Checks: \$ 138,852.17

Total Amount of all Checks: \$ 138,852.17

VILLAGE OF HARTLAND
VOUCHER LIST- OCTOBER 24, 2022

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
R 101-46730 RECREATION CLASSES	BUTZLAFF VOSS, BAMBI	WITHDRAWL FROM PRINCIPLES OF DRIBBLING	\$14.00
G 101-23000 SPECIAL DEPOSITS	INGRAM, JOE	DEPOSIT REFUND FOR TENNIS COURT RENTAL	\$50.00
G 101-23000 SPECIAL DEPOSITS	JOSEPH SCOTT HOMES	221 FOUR WINDS CURB CUT DEPOSIT REFUND	\$1,000.00
R 101-46725 PARK RENTALS-TAX EXEMPT	MUTTONEN, NEIL	REFUND FOR ONE FIELD USE	\$36.75
G 101-23000 SPECIAL DEPOSITS	MUTTONEN, NEIL	FIELD DEPOSIT REFUND	\$150.00
G 403-31753 ST CHARLES EXPANSION	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMINISTRATION	\$708.00
G 403-31891 HARTLAND EAST APARTMENTS LCL	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$134.25
G 403-31840 HOMESTEAD	RUEKERT & MIELKE	DESIGN AND CONSTRUCTION REVIEW	\$1,741.50
G 403-31898 STOR-IT RIGHT	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$313.25
R 101-46730 RECREATION CLASSES	SCHNEIDER, AMANDA	SMART SITTER WITHDRAWAL	\$55.00
EXPENSE Descr			\$4,202.75
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN USPDAC	\$366.24
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYL RENTAL	\$70.94
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	CO2 SAMPLING LINE	\$75.24
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	ELECTRODES/ GRAHAM MEGAMOVER PLUS	\$210.53
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	ICE PACKS/ MASKS/ PAPER LIFEPAK	\$59.86
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	CUP SUCTION	\$142.17
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	SOLU-MEDROL	\$32.79
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	MASK/ NEEDLE	\$74.07
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	\$145.08
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$32.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	PHYSICAL	\$186.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH PHARMACY OCON	VARIOUS DRUGS	\$252.49
EXPENSE Descr AMBULANCE			\$1,648.41
EXPENSE Descr CEMETERY			
E 101-54910-365 BLDGS/GROUNDS MAINT EXPENSE	WISTL SOD FARM INC	20 ROLLS OF SOD	\$78.00
EXPENSE Descr CEMETERY			\$78.00
EXPENSE Descr DUNDEE LANE			
E 401-70580-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND CONSTRUCTION REVIEW AND ADMINISTR	\$3,125.28
EXPENSE Descr DUNDEE LANE			\$3,125.28
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-719 EVENTS	AVALON GRAPHICS LLC	STREET BANNER 2022 STICKER FOR HARTLAND LIGHT	\$70.00
E 804-56700-715 STREETScape PROGRAM	COMPETITOR AWARDS & ENGRAVING	NAME PLATE FOR BENCHES	\$104.00
E 804-56700-738 MEMBERSHIPS	ICE AGE TRAIL ALLIANCE	MEMBERSHIP RENEWAL	\$100.00
E 804-56700-724 WEB SITE HOSTING & MAINT	OCREATIVE	WEBSITE HOSTING	\$110.00

Account Descr	Search Name	Comments	Amount
E 804-56700-732 GENERAL OPERATION OVERSIGHT	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$12.50
EXPENSE Descr ECONOMIC DEVELOPMENT			\$396.50
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 101-53635-480 ECOS PLANNING	MERTON FEED CO.	GRASS SEED	\$539.80
EXPENSE Descr ENVIRONMENTAL SERVICES			\$539.80
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	OCTOBER HRA FEES	\$176.40
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	OCTOBER FSA FEES	\$94.99
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$25.00
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$193.75
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SUPPORT	\$237.50
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$43.75
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	VARIOUS ENVELOPES	\$293.27
EXPENSE Descr FINANCIAL ADMINISTRATION			\$1,104.66
EXPENSE Descr FIRE PROTECTION			
E 101-52200-360 VEHICLE MAINT/EXPENSE	JEFFERSON FIRE & SAFETY INC	REPAIR PLC ON AERIAL	\$523.71
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$102.50
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SUPPORT	\$32.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$70.00
E 101-52200-255 BLDGS/GROUNDS	PIONEER SUPPLY LLC	DAWN DISH SOAP	\$177.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	PHYSICAL	\$186.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARD	\$1.30
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	FD RECORD CHECK	\$14.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	LIBRARY RECORD CHECK	\$7.00
E 101-52200-255 BLDGS/GROUNDS	WIL-KIL	EXTERIOR PEST CONTROL	\$159.00
E 101-52200-255 BLDGS/GROUNDS	WIL-KIL	PEST CONTROL	\$73.90
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	COPIER SERVICES	\$25.18
EXPENSE Descr FIRE PROTECTION			\$1,372.59
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SUPPORT	\$357.50
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$162.50
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$54.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$40.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	COPIER SERVICES	\$971.70
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	VARIOUS ENVELOPES	\$333.69
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	BARTENDER/ SOLICITOR RECORD CHECK	\$98.00
EXPENSE Descr GENERAL ADMINISTRATION			\$2,017.39

Account Descr	Search Name	Comments	Amount
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$12.50
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$10.00
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	SEPTEMBER PERMITS	\$22,094.72
EXPENSE Descr INSPECTION			\$22,117.22
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	BUSINESS CARDS AND NAME PLATE	\$123.50
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#2 OIL CHANGE	\$47.18
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#1 OIL CHANGE AND TIRE ROTATION	\$95.08
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	SEPTEMBER ACTIVITY	\$149.32
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$245.07
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$266.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$200.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SUPPORT	\$162.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$617.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	HC LEGAL LAB DRAW	\$144.20
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	SOBONIAK, CONRAD	LUNCH AND IN SERVICE TRAINING	\$19.80
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STANARD & ASSOCIATES	POST FORM C TEST	\$54.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	SHIPPING CHARGES FOR OUTSHOPPED RADIO	\$16.99
EXPENSE Descr LAW ENFORCEMENT			\$2,142.14
EXPENSE Descr LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$28.69
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$90.99
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	LIGHTBULBS/ WEED WACKER STRING	\$124.72
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	PAPER	\$157.71
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$70.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SUPPORT	\$162.50
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$260.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$125.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	CANLINERS	\$73.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREENS	\$29.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER SERVICES	\$216.94
EXPENSE Descr LIBRARY			\$1,338.55
EXPENSE Descr LIBRARY SPEC EXPENSE			
E 205-59100-305 EXPENSES-OTHER	NATIONAL BUSINESS FURNITURE	WILMINGTON BENCH	\$1,545.00
EXPENSE Descr LIBRARY SPEC EXPENSE			\$1,545.00
EXPENSE Descr MARY HILL SUBDIVISION			
E 401-70575-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND CONSTRUCTION REVIEW AND ADMINISTR	\$3,125.27

Account Descr	Search Name	Comments	Amount
EXPENSE Descr MARY HILL SUBDIVISION			\$3,125.27
EXPENSE Descr MISC STORM SEWER REPAIR			
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2022 MS4 COMPLIANCE AND BMP TRACKING	\$281.25
EXPENSE Descr MISC STORM SEWER REPAIR			\$281.25
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	DRAIN OPENER	\$19.75
E 101-51600-355 JANITORIAL SUPPLIES	BIEBELS TRUE VALUE	SCISSORS/ CLEANER	\$35.95
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	WALL CLOCK/ RUBB CASTER	\$32.26
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	WIRE MESH	\$327.93
E 101-51600-355 JANITORIAL SUPPLIES	HOME DEPOT	EDGER/ PAINT AND BRUSHES	\$357.38
E 101-51600-255 BLDGS/GROUNDS	OKAUCHEE REDI-MIX INC	6 BAG MIX CONCRETE	\$960.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$125.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	CANLINERS	\$73.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	WIL-KIL	EXTERIOR PEST CONTROL	\$150.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	WIL-KIL	PEST CONTROL	\$75.00
EXPENSE Descr MUNICIPAL BUILDING			\$2,156.27
EXPENSE Descr MUNICIPAL PARKING LOT REPAIRS			
E 401-79155-285 CONSTRUCTION COSTS	COUNTY MATERIALS CORP	SUPPORT BLOCKS	\$2,720.35
E 401-79155-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND CONSTRUCTION REVIEW AND ADMINISTR	\$3,125.28
E 401-79155-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GIS DATA MAINTENANCE	\$703.50
EXPENSE Descr MUNICIPAL PARKING LOT REPAIRS			\$6,549.13
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	BUMPER TO BUMPER	ANTIFREEZE	\$143.76
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	COMPETITOR AWARDS & ENGRAVING	PLAQUE FOR TRUSTEE MM	\$255.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HAHN ACE HARDWARE	BOAT FENDER	\$32.38
EXPENSE Descr PARKS			\$431.14
EXPENSE Descr PEDESTRIAN BRIDGE - BRP			
E 401-76110-285 CONSTRUCTION COSTS	RUEKERT & MIELKE	PERMITTING SURVEY DESIGN AND BIDDING SERVICES	\$4,951.85
EXPENSE Descr PEDESTRIAN BRIDGE - BRP			\$4,951.85
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	OE STANDARD	\$5.52
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	TAIL LIGHT	\$33.30
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	SOCKETS/ BLADES/ FILTER	\$240.48
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	COMP TESTER KIT/ RIGHT STUFF	\$105.88
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	ANTIGEL/ RV50BLENDAFG6	\$155.88
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	AIR FILTER	\$44.91
E 101-53000-360 VEHICLE MAINT/EXPENSE	EASTGATE SERVICE LLC	DIELECTRIC TEST/ PM INSPECTION/ HYDRAULIC OIL FI	\$680.50

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD REFORM	\$2,852.85
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF DIESEL FUEL	\$1,730.91
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDFD FUEL	\$993.67
E 101-53000-180 OTHER BENEFITS	GEORGENSON, JOSH	CLOTHING ALLOWANCE	\$136.00
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	LAUNDRY SERVICES	\$106.43
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	LAUNDRY SERVICES	\$106.43
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	LAUNDRY SERVICES	\$163.24
E 101-53000-180 OTHER BENEFITS	JUNGBLUTH, LEO	CLOTHING ALLOWANCE	\$52.51
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	KIMBALL MIDWEST	WRENCH RACK ORGANIZER	\$214.20
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	KIMBALL MIDWEST	RAILS	\$27.10
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	STROBE LIGHTS FOR PLOW	\$1,147.06
E 101-53000-410 STREETS GEN MAINT	LANGE ENTERPRISES INC	SIGNS/ NO MOTORIZED VEHICLES	\$224.08
E 101-53000-410 STREETS GEN MAINT	LANNON STONE PRODUCTS	3/8 TB	\$286.40
E 101-53000-410 STREETS GEN MAINT	LANNON STONE PRODUCTS	3/8 TB	\$150.48
E 101-53000-360 VEHICLE MAINT/EXPENSE	MACQUEEN EQUIPMENT GROUP	INTAKE HOSE/ PUMP	\$2,595.64
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	NORTH WOODS CHEMICAL CORP.	SALT REMOVER	\$390.81
E 101-53000-420 STORM SEWER	OKAUCHEE REDI-MIX INC	6 BAG MIX CONCRETE	\$1,130.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$62.50
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$90.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SUPPORT	\$32.50
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$169.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREENS	\$100.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GENERAL SERVICES	\$2,114.00
E 101-53000-430 SNOW & ICE REMOVAL	SILVER LEASH	SNOW REMOVAL	\$429.17
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	KNOB KIT	\$14.56
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	DPW RECORD CHECK	\$7.00
EXPENSE Descr PUBLIC WORKS			\$16,593.01
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUVAL, SHANNON	SMART SITTER	\$316.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	BASKETBALL CLASSES	\$1,747.60
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	HAND BUILDING AND SCULPTING WITH CLAY	\$216.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$26.75
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$227.50
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$15.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$2,549.65
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	WASTE MANAGEMENT	SEPTEMBER GARBAGE FEES	\$37,604.45
EXPENSE Descr REFUSE & GARBAGE COLLECTION			\$37,604.45
EXPENSE Descr SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	OCTOBER FSA FEES	\$14.61

Account Descr	Search Name	Comments	Amount
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	OCTOBER HRA FEES	\$27.14
E 204-53610-360 VEHICLE MAINT/EXPENSE	ENVIROTECH EQUIPMENT CO	NOZZLE/ DEBRIS CATCHER/ HOSE/	\$1,141.11
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$18.75
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$15.00
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	DESIGN AND BIDDING	\$175.18
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SCADE SERVICE WORK	\$3,635.16
EXPENSE Descr SEWER SERVICE			\$5,066.95
EXPENSE Descr TENNY (WOODLANDS TO HIGHLAND)			
E 401-70565-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND CONSTRUCTION REVIEW AND ADMINISTR	\$3,125.27
EXPENSE Descr TENNY (WOODLANDS TO HIGHLAND)			\$3,125.27
EXPENSE Descr TERRACE LANE			
E 401-70570-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND CONSTRUCTION REVIEW AND ADMINISTR	\$3,125.28
EXPENSE Descr TERRACE LANE			\$3,125.28
EXPENSE Descr TIF FUND EXPENSES			
E 216-58300-290 OUTSIDE SERVICES/CONTRACTS	OKAUCHEE REDI-MIX INC	6 BAG MIX CONCRETE/ CLACIUM CHLORIDE	\$580.00
E 216-58300-290 OUTSIDE SERVICES/CONTRACTS	ULINE	BOLLARD SLEEVE/ CAUTION TAPE	\$544.21
EXPENSE Descr TIF FUND EXPENSES			\$1,124.21
EXPENSE Descr TRUSTEES			
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$70.00
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BOARD MEMBER LAPTOP	\$675.00
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$28.00
EXPENSE Descr TRUSTEES			\$773.00
EXPENSE Descr WATER UTILITY			
E 620-53700-654 MAINTENANCE OF HYDRANTS	CORE & MAIN LP	INTERNAL VALVE BOX	\$167.91
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	OCTOBER FSA FEES	\$36.54
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	OCTOBER HRA FEES	\$67.85
E 620-53700-651 MAINTENANCE OF MAINS	HALQUIST STONE CO INC	CONCRETE / ASPHALT DISPOSAL	\$360.00
E 620-53700-651 MAINTENANCE OF MAINS	HALQUIST STONE CO INC	CONCRETE / ASPHALT DISPOSAL	\$1,122.57
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 620-53700-921 OFFICE SUPPLIES & EXPENSES	ONTECH SYSTEMS, INC	OFFICE 365 LICENSES	\$18.75
E 620-53700-930 MISC GENERAL EXPENSES	ONTECH SYSTEMS, INC	FORTIFY AND ENDPOINT	\$15.00
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	CORROSION CONTROL TREATMENT STUDY	\$409.25
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	WATER UTILITY SERVICES	\$4,222.00
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE MARCH	\$26.00
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE MAY	\$26.00
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE AUGUST	\$26.00
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE SEPTEMBER	\$26.00

Account Descr	Search Name	Comments	Amount
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE APRIL	\$26.00
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE JULY	\$26.00
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE JUNE	\$26.00
EXPENSE Descr WATER UTILITY			<u>\$6,641.87</u>
EXPENSE Descr WOODLANDS CT			
E 401-70560-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND CONSTRUCTION REVIEW AND ADMINISTR	\$3,125.28
EXPENSE Descr WOODLANDS CT			<u>\$3,125.28</u>
			<u>\$138,852.17</u>

VILLAGE OF HARTLAND
LICENSES AND PERMITS
October 24, 2022

Bartender (Operator's) Licenses

Barry John Henrichs
Sophie Hope Dekker

The applicants have successfully completed the Responsible Beverage Servers Course. The Chief of Police has reviewed the applications and approves them after deeming the request to be in compliance with Wis. Stats. § 125.04(5).

VILLAGE OF HARTLAND
ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 46
OF THE VILLAGE OF HARTLAND MUNICIPAL CODE
PERTAINING TO ZONING ORDINANCE

THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DO ORDAIN AS FOLLOWS:

Section 1: Section 46-494 of the Village of Hartland Municipal Code of Ordinances pertaining to Conditional Uses permitted in the B-3 district is hereby amended to create Sec. 46-494(15).

Sec. 46-494. – Conditional Uses in the B-3 District are as follows:

(15) Mixed use developments with multi-family residential must have the following:

First floor commercial use(s) fronting a Village street providing goods or services to the public on a daily basis.

Appropriate residential density and building height as determined by the Village Board after recommendation from the Planning Commission.

Section 2: If any section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of such ordinance.

Section 3: This Ordinance shall take effect and be in full force after adoption and proper publication.

Adopted this _____ day of _____, 2022.

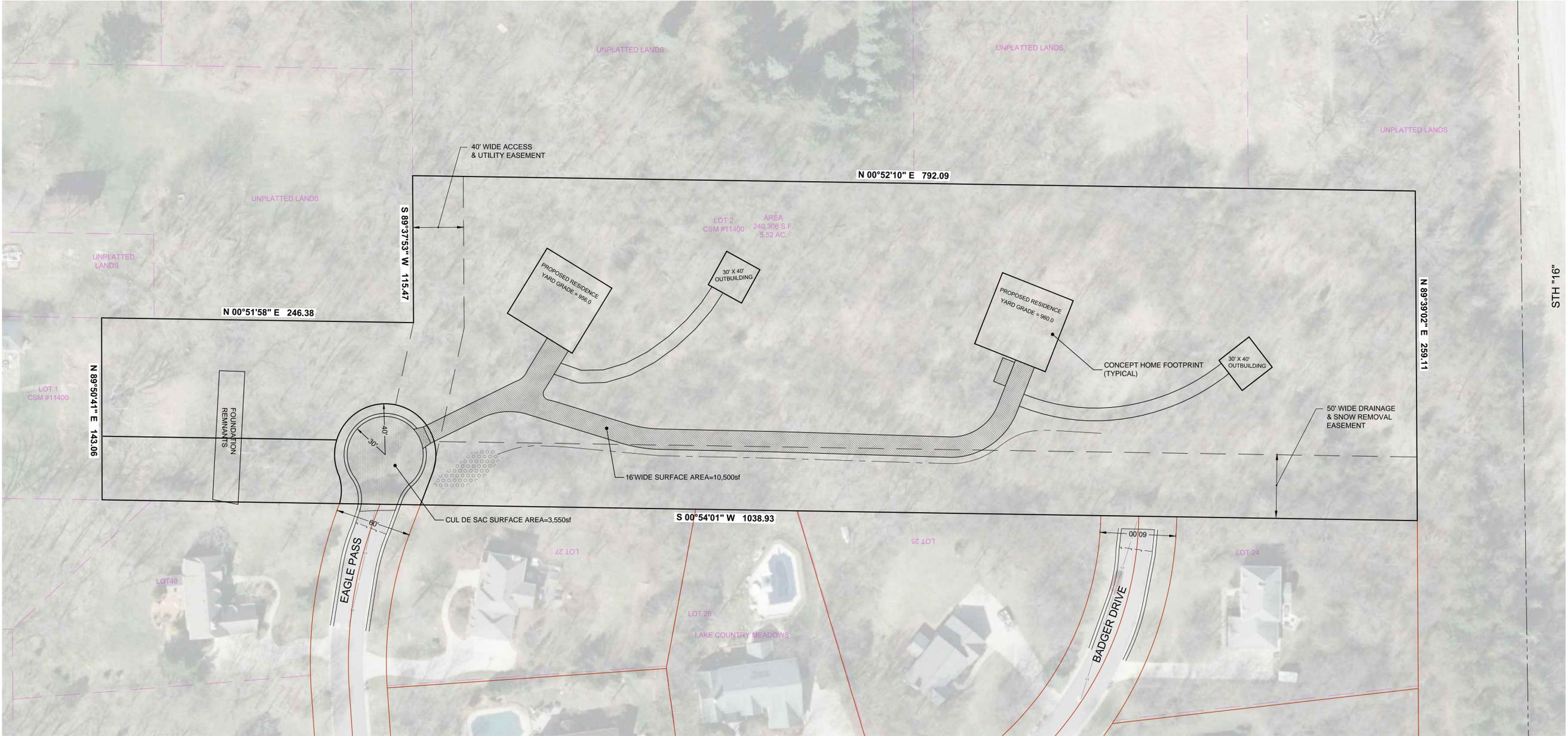
VILLAGE OF HARTLAND

ATTEST:

By: _____
Jeffrey Pfannerstill, Village President

Darlene Igl, MMC, WCPC, Village Clerk

SITE DATA TABLE	
SURFACE AREA DESCRIPTION	AREA (SF)
PROPERTY AREA :	240,306
PROPOSED BUILDING FLOOR AREA (60'X60'X2):	7,200
PROPOSED OUTBUILDING FLOOR AREA (30'X30'X2):	1,800
PROPOSED CUL-DE-SAC (INCLUDING CURB)	3,550
PROPOSED 16' DRIVE AND PARKING STALLS:	10,500
TOTAL NEW HARD SURFACE AREA:	23,050
ALLOWABLE HARD SURFACE INCREASE (NO SWM):	240,306X10%=24,031
CONCLUSION:	23,050 < 24,031 OK NO SWM



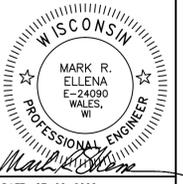
THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY SEH LAND SURVEYORS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

NOTE: THIS GRADING PLAN MUST BE APPROVED BY THE VILLAGE ENGINEER AND BUILDING INSPECTOR.

DATE	DESCRIPTION
08-01-22	REVIEW No.1
10-07-22	REVIEW No.2

EEC
ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceeng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
SITE PLAN



DATE: 07-22-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
C100

GENERAL CONSTRUCTION SPECIFICATIONS:

- All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition; the State of Wisconsin Plumbing Codes and the Village of Hartland Construction Specifications & Ordinances. All permits must be obtained by the contractor prior to commencing work.
- All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth in the Wisconsin Department of Natural Resources and the Village of Hartland Standards.
- All erosion control devices (i.e., silt fence, inlet protection, gravel entrance, etc.) shall be installed prior to commencing grading or utility construction.
- All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
- The OWNER shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
- The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.

- All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
- Contractor shall be responsible for maintaining the public roadways. Public roadways shall be kept free of silt or dirt tracked from areas under construction by sweeping at the end of each work day or as often as required by the Village Inspector.
- Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed areas and provide seed, fertilizer and restore per the Standard Specifications.
- All disturbed areas shall be revegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.
- All erosion control devices shall be routinely inspected every seven days or within 24 hours of a rainfall greater than 0.5 inches (By GENERAL CONTRACTOR).
- If permanent seeding is not completed by September 15, apply temporary seeding. If temporary seeding is not completed by October 15, mulch or erosion control fabric shall be placed on all inactive disturbed soils between October 15th and May 1st as a temporary soil stabilization measure during the non-growing season. See technical standards for installation requirements.
- Construction between November 1st and May 1st will require measures to stabilize the site over winter. If the construction site is not stabilized with pavement, gravel road base, rip rap or 70 percent density mature vegetative cover crop, then the site must comply with the winter construction site erosion control requirements found in the WDNR Technical Standards.

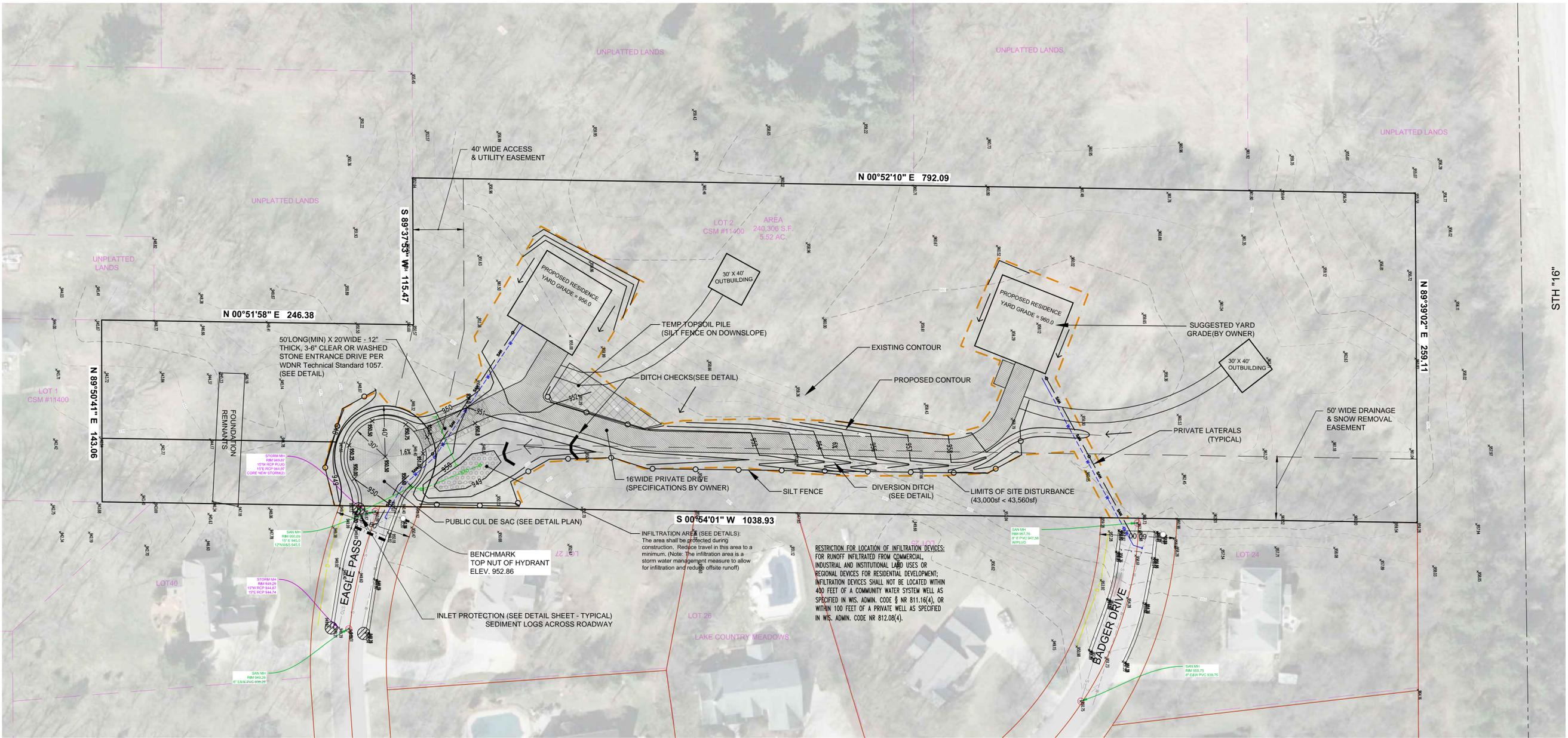
CONSTRUCTION PHASING SEQUENCING:

- THE CONTRACTOR MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE WDNR AND THE VILLAGE.
- INSTALL SILT FENCE IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS.
 - STRIP TOPSOIL FROM THE STRUCTURAL AREAS AND STOCKPILE FOR RESPREAD.
 - COMPLETE UTILITIES AND ROADWAY CONSTRUCTION. PLACE EXCESS MATERIAL IN FUTURE BUILDING & DRIVE AREAS AND COMPACT IN LIFTS.
 - RESPREAD TOPSOIL, RE-VEGETATE AND STABILIZE ALL DISTURBED AREAS.
 - INSTALL DRAINAGE AND INSTALL CLEAR STONE FOR INFILTRATION AREA.
 - INSTALL TYPE B EROSION CONTROL MATTING IN SWALES AND INFILTRATION SIDE SLOPES.
 - AFTER ALL DISTURBED AREAS ARE WELL-ESTABLISHED AND FOLLOWING FINAL AS-BUILT ACCEPTANCE BY THE VILLAGE, REMOVE ALL SILT FENCE AND ANY OTHER TEMPORARY BMP'S.

CONSTRUCTION SCHEDULE: START DATE: NOVEMBER 1, 2022.
COMPLETION DATE: DECEMBER 15, 2022

ADDITIONAL EROSION CONTROL NOTES:

- EXCESS SOILS ARE TO BE HAULED OFF SITE OR ENCLOSED WITH AN APPROVED SEDIMENT CONTROL DEVICE WITHIN 24 HOURS.
- SOIL PILES LEFT UNDISTURBED FOR 7 OR MORE DAYS WILL NEED TO BE STABILIZED BY AN APPROVED METHOD.
- ALL DISTURBED AREAS NOT COVERED BY PERMANENT STRUCTURES OR PAVEMENT SHALL BE FINISHED GRADED WITH 3"-6" TOPSOIL, SEEDED AND STABILIZED WITHIN 7 DAYS OF REACHING FINAL GRADE.



THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY SEH LAND SURVEYORS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

NOTE: THIS UTILITY PLAN MUST BE APPROVED BY THE VILLAGE ENGINEER AND BUILDING INSPECTOR.

DATE	DESCRIPTION
08-01-22	REVIEW NO. 1
10-07-22	REVIEW NO. 2

EEC
ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceing.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
GRADING & EROSION CONTROL PLAN

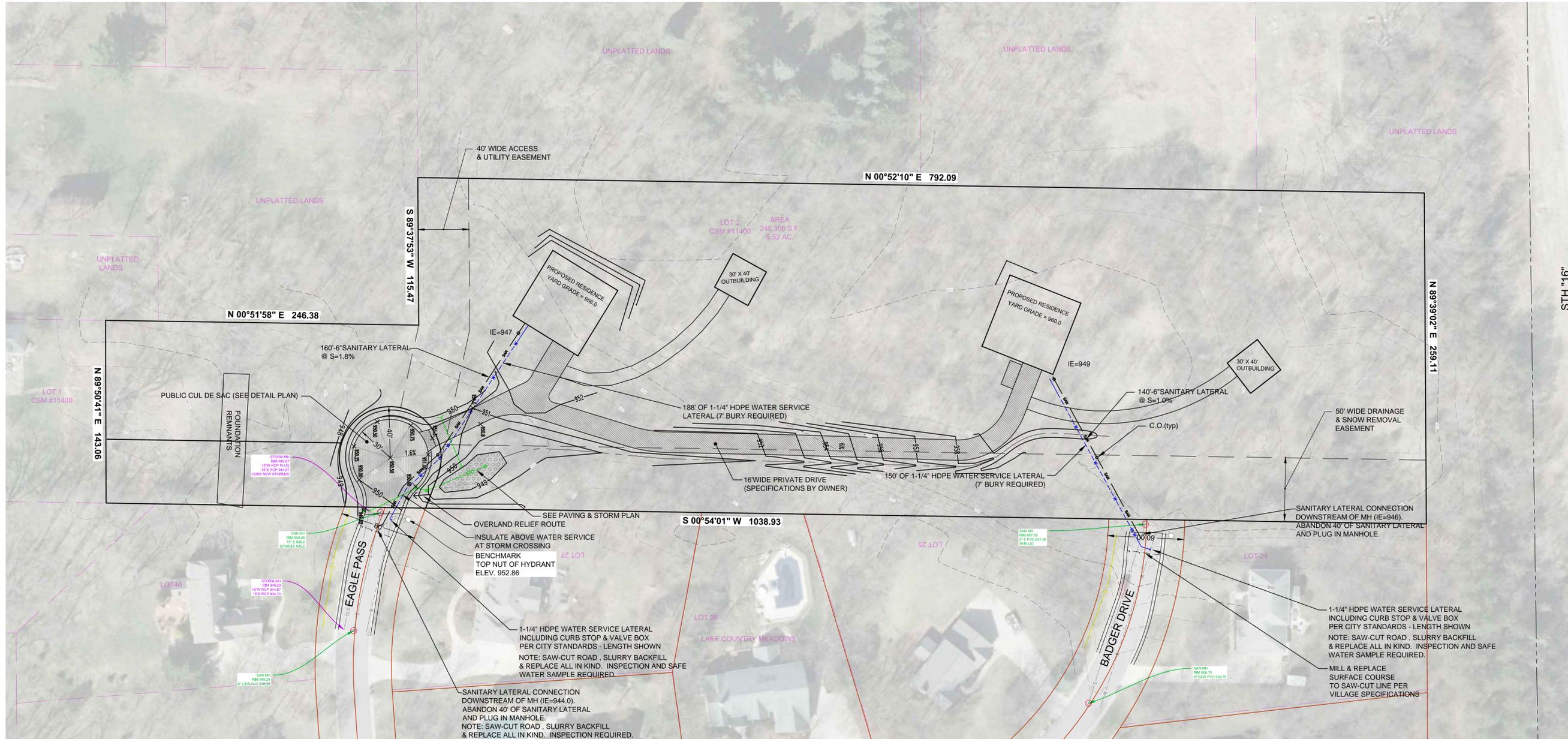
WISCONSIN
 MARK R. ELLENA
 E-24090
 WALES, WI
 PROFESSIONAL ENGINEER
Mark R. Ellena

DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
C200

WATER MAIN, SANITARY & STORM SEWER SPECIFICATIONS:

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition, the Village of Hartland Ordinances and the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin.
2. Water main, sanitary & storm sewer design, permitting, construction, installation, supervision, maintenance, inspection AND testing shall be in accordance with State of Wisconsin, Chapter SPS 382 and the Village of Hartland Standards as applicable. All permits must be obtained by the contractor prior to commencing work.
3. Sanitary laterals shall be 4" PVC (solid wall), ASTM D-3034, DR-35 per s.8.10.0 of the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
4. Residential Water main laterals shall be 1-1/4" CTS C-901 SDR-9 HDPE Water Tube with solid stainless steel insert sleeves with curb stop and corporation stop. Joints shall be with joint compression fittings as manufactured by Mueller, McDonald and Ford.
5. Public Storm Sewer pipe shall be reinforced concrete pipe (RCP) 12" RCP CLIII.
6. The Village of Hartland Standard Specifications and Detail Drawings Handbook, latest addition shall control the Design Standards and Material Specifications shown hereon. In the case of a conflict in design or specification, the Handbook shall control or approval must be sought by the Village Engineer.



THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY SEH LAND SURVEYORS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

GENERAL NOTES:

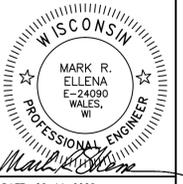
1. Public Works Inspection is required for all work in public right-of-way. Contact the Village Plumbing Inspector Supervisor 72 hours prior to scheduling work.
2. Tracer wire required on all laterals per State Standards.

NOTE: THIS UTILITY PLAN MUST BE APPROVED BY THE VILLAGE ENGINEER AND BUILDING INSPECTOR.

DATE	DESCRIPTION
08-01-22	REVIEW No. 1
10-07-22	REVIEW No. 2

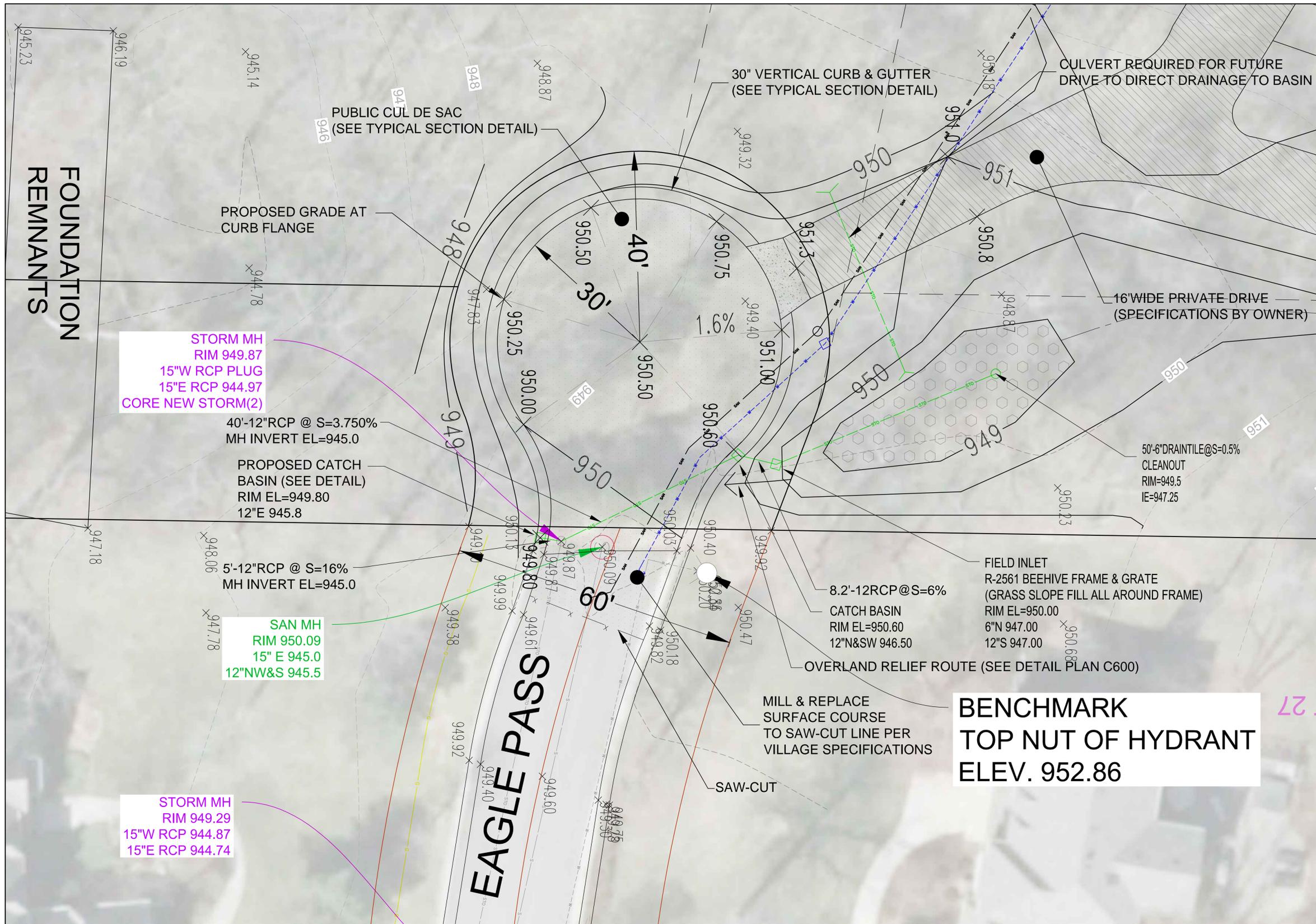
EEC
ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
PRIVATE UTILITY LATERAL PLAN



DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

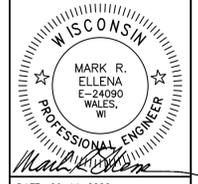
SHEET NUMBER
C300



DATE	DESCRIPTION
08-01-22	REVIEW No.1
10-07-22	REVIEW No.2


ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellena@eeceng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
PAVING & STORM SEWER DETAIL



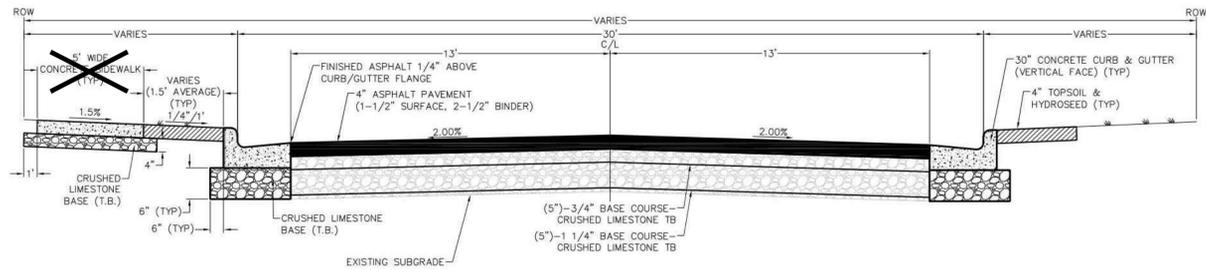
DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
 C400

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY SEH LAND SURVEYORS.
 WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
 CANNOT BE GUARANTEED NOR CERTIFIED TO.

NOTE: THIS PAVING PLAN MUST BE APPROVED BY THE VILLAGE ENGINEER AND BUILDING INSPECTOR.

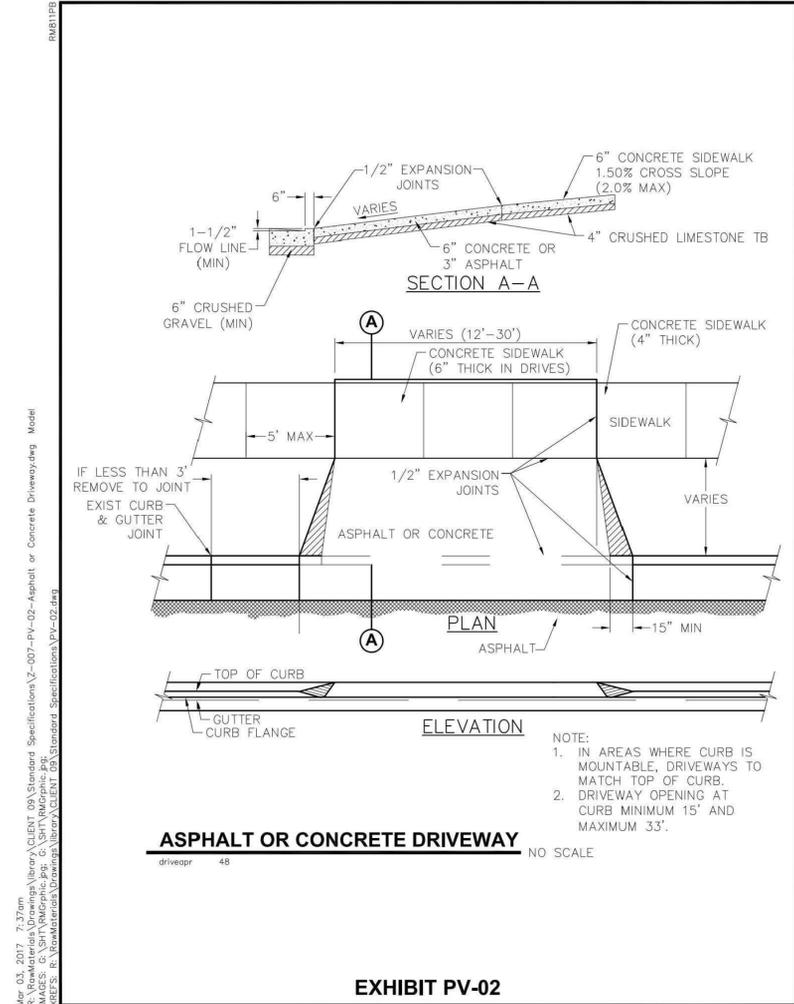
EXHIBIT PV-01A - NEW RESIDENTIAL



COURSE	ASPHALT MIX SPECIFICATION		
	RESIDENTIAL	COLLECTORS	ARTERIAL/INDUSTRIAL
BINDER	3LT 58-285	3LT 58-285	3MT 58-285
SURFACE	5LT 58-285	5LT 58-285	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
 PV-01A 2



ASPHALT OR CONCRETE DRIVEWAY NO SCALE
 driveapr 48

EXHIBIT PV-02

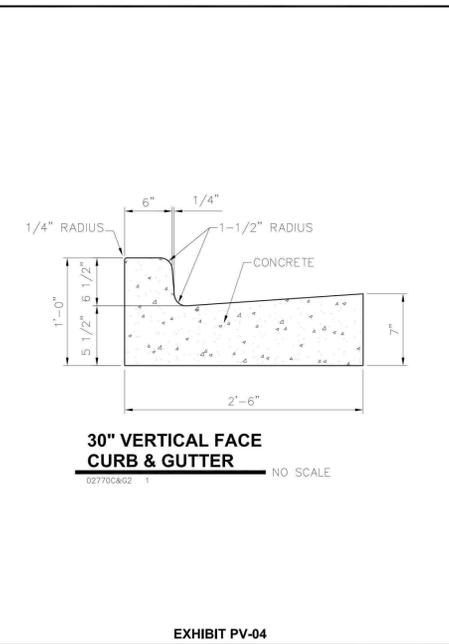
Mar 03, 2017 7:32am
 R:\RawMaterials\Drawings\library\CLIENT 09\Standard Specifications\Z-003-PV-02-Asphalt or Concrete Driveway.dwg Model
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DATE	DESCRIPTION
08-01-22	REVIEW No.1
10-07-22	REVIEW No.2

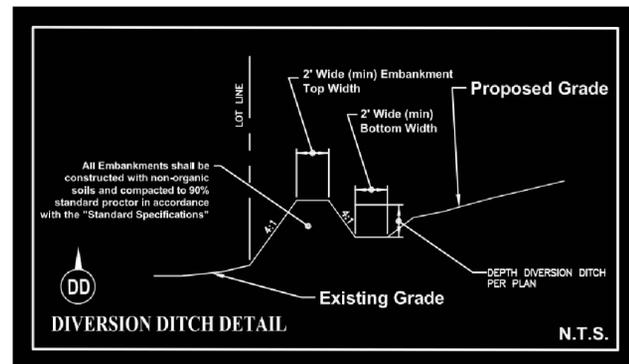
ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584
 Email: mellen@eecceng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
 DETAIL PLAN

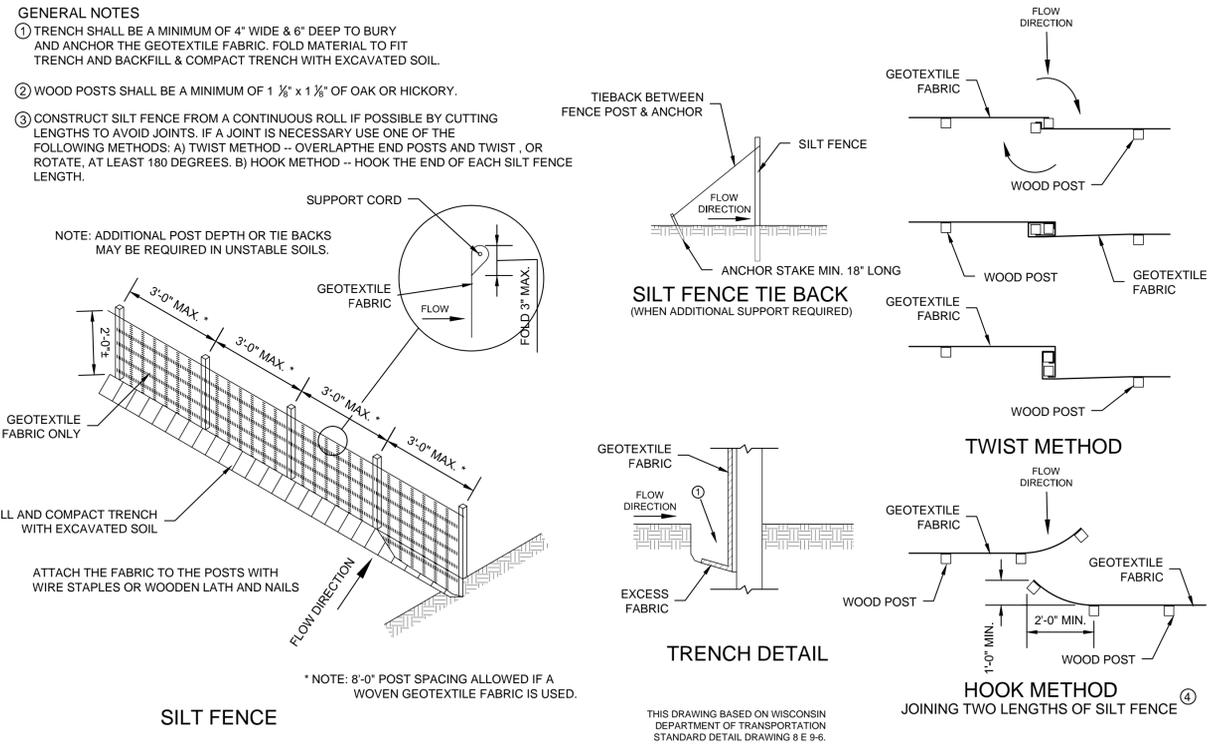
WISCONSIN PROFESSIONAL ENGINEER
 MARK R. ELLENA
 E-24090 WALES, WI
 DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'
 SHEET NUMBER
 C500



30" VERTICAL FACE CURB & GUTTER NO SCALE
 02770C&G2 1



DIVERSION DITCH DETAIL N.T.S.

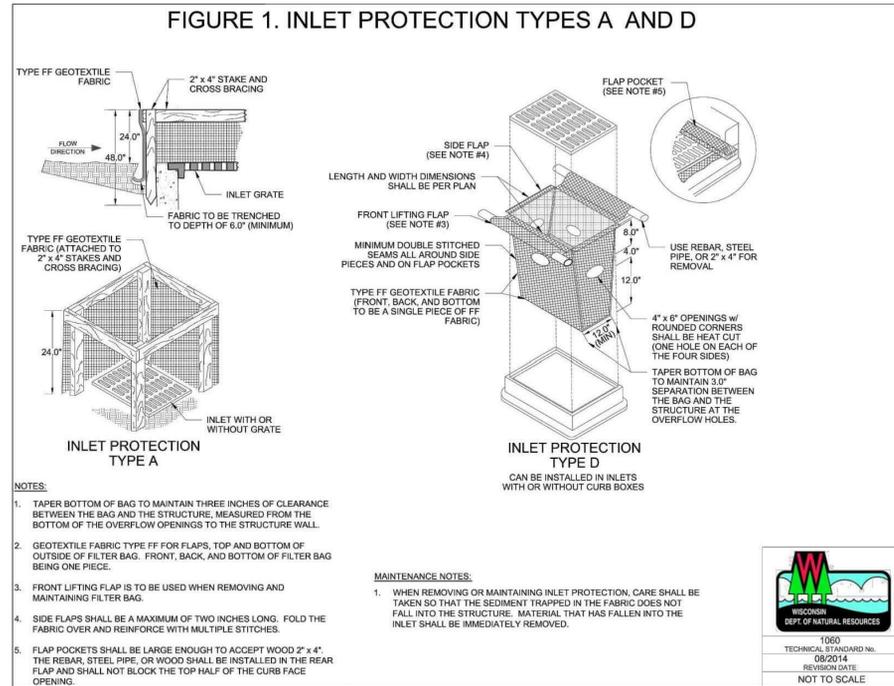


SILT FENCE

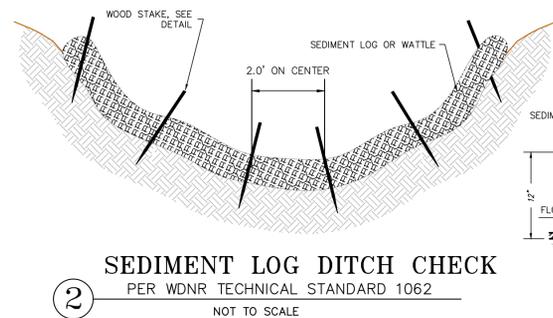
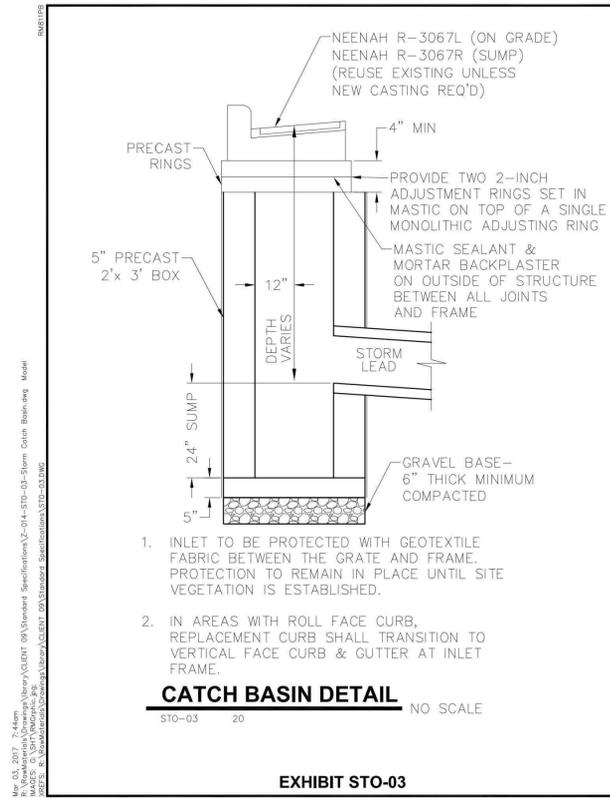
TRENCH DETAIL

THIS DRAWING BASED ON WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD DETAIL DRAWING 8 E 9-6.

EXHIBIT EC-01



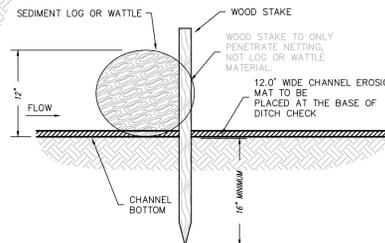
VILLAGE OF HARTLAND NOTE: TYPE D INLET PROTECTION SHALL BE USED IN ALL AREAS. WOOD/REBAR TO BE REMOVED DURING WINTER.



DITCH CHECK NOTES:

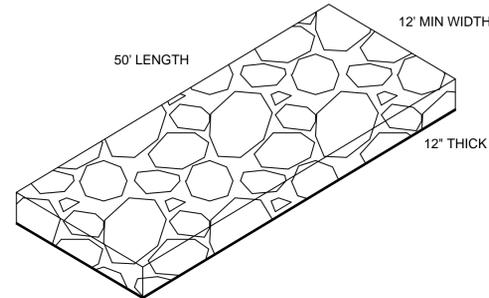
- PREPARE SITE TO DESIGN PROFILE AND GRADE. REMOVE DEBRIS, ROCKS, CLODS, ETC. GROUND SURFACE SHOULD BE SMOOTH PRIOR TO INSTALLATION TO ENSURE LOG REMAINS IN CONTACT WITH SLOPE.
- DO NOT ALLOW FLOW TO OVERTOP INSTALLATION.
- STAKE TO BE PLACED AT TOE OF SLOPE, BOTH SIDES
- 1 1/4" x 1 1/8" x 30" WOODEN STAKES ARE RECOMMENDED FOR 6", 9", AND 12" SEDIMENT LOGS OR WATTLES.

- INSTALL EROSION MAT PER MANUFACTURES SPECIFICATIONS.
- INSPECT DITCH CHECKS WEEKLY AND WITHIN 24 HRS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE WITHIN A 24 HOUR PERIOD.
- DITCH CHECK SHALL BE AMERICAN EXCELSIOR CURLEX 12" SEDIMENT LOG, NORTH AMERICAN GREEN WS-12 OR OTHER APPROVED DITCH CHECK AS SPECIFIED IN THE WDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST (PAL).
- SPACING TO BE INSTALLED PER WDNR-CPS 1062 (EVERY TWO (2) VERTICAL FEET) AS SHOWN ON PLANS.

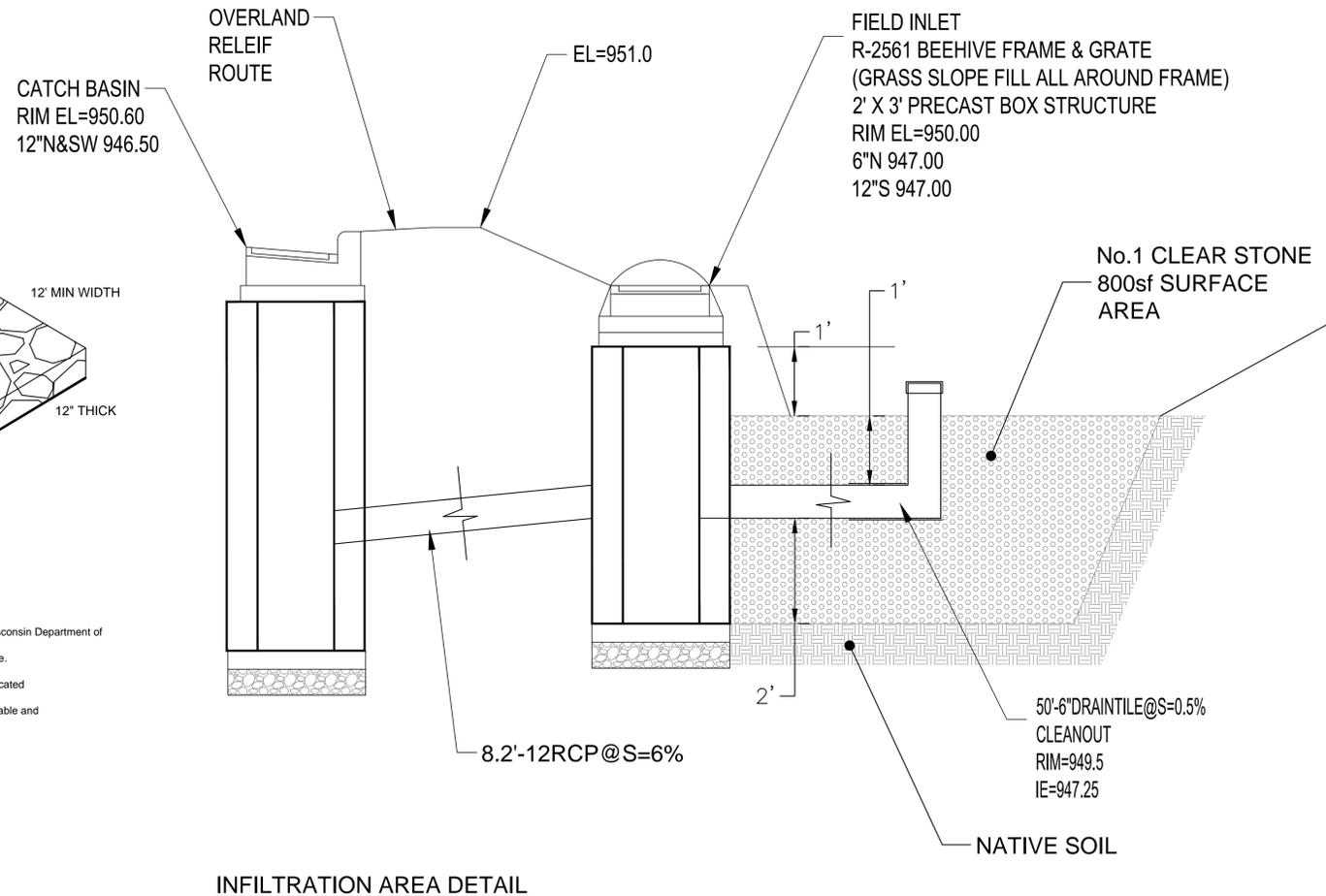


PER WDNR TECH STANDARD 1057

- Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.
 Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.
 Note 3: Select fabric type based on soil conditions and vehicles loading.
 Note 4: Install tracking pad across full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.
 Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.



DITCH CHECK



DATE	DESCRIPTION
08-01-22	REVIEW No.1
10-07-22	REVIEW No.2

EEC
 ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584
 Email: mellen@eeceng.com

1112 LISON AVE
 VILLAGE OF HARTLAND, WI
DETAIL PLAN

WISCONSIN
 MARK R. ELLENA
 E-24090
 WALES, WI
 PROFESSIONAL ENGINEER
 DATE: 06-14-2022
 BY: MARK R. ELLENA, PE
 SCALE: 1"=40'

SHEET NUMBER
 C600

PLANNED UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF HARTLAND

AND

~~PARADISE TRAIL~~ SEAGLE RESERVE, LLC.

August , ~~2020~~ 2022

1 PARADISE TRAILSEAGLE RESERVE, LLC

2 PLANNED UNIT DEVELOPMENT AGREEMENT

3
4 THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is entered into as
5 of the ____ day of ~~August~~ 2020, by and between PARADISE TRAILSEAGLE
6 RESERVE, LLC (the "Developer"); HAS THIS LLC BEEN FORMED? PLEASE PROVIDE
7 PROOF OF SAME.]-upon approval of the Village, and the VILLAGE OF HARTLAND, a
8 Wisconsin Municipality, (the "Village").

9 RECITALS

10 A. Developer shall be required to provide proof to the satisfaction of the Village Attorney that it
11 has become the owner of approximately 27.48245.52 acres of real property (~~Lot 1 and Outlot~~
12 ~~1~~) located in the Village and legally described on EXHIBIT A attached hereto (the "Site").
13 Developer desires to develop it for single-family residential purposes with condominium
14 ownership (the "Project").

15
16 B. Developer desires to develop 47-2 single-family residences under condominium ownership ~~in~~
17 ~~two (2) phases~~ as depicted on EXHIBIT B (Site Plan) and EXHIBIT D (Final Condominium
18 Plat) and has requested re-zoning and development approval.

19
20 C. Upon consideration of specific plans for the proposed development, it was determined by the
21 Plan Commission and Village Board that a total site density of not more than 47-2 residential
22 units is consistent with the general density requirements of the cluster development land use
23 as described in the Village of Hartland Comprehensive Development Plan: 2035.

24
25 ~~D. In order to preserve portions of an Isolated Natural Resources Area (INRA) within the Site,~~
26 ~~the Village and the Developer have agreed to cluster the improvements on the Site and that~~
27 ~~the Developer create or improve certain trail areas within the INRA and provide easements~~
28 ~~for same as an amenity accessible by and for the benefit of the general public subject to~~
29 ~~requirements of the Zoning Code adjusted by PUD Overlay Zoning for the Project.~~

30
31 E.D. Upon RECORDING of this Agreement, ~~Lot 1~~ the Site shall be re-zoned to RSE-1S-5
32 Residential Single-Family District ~~and Outlot 1 as an Upland Conservancy Overlay District~~
33 ~~with both being re-zoned on an overlay basis~~ as a Planned Unit Development (PUD) District
34 as shown in the attached EXHIBIT C to facilitate the proposed Project.
35

36 ~~F.E.~~ The Developer has prepared a Final Condominium Plat for development of the Project, a
37 copy of which is attached hereto as EXHIBIT D (the “Condominium Plat”), which was
38 considered by the Plan Commission and recommended for approval subject to
39 representations made during the consideration process by the Developer, final approval by
40 “Village Staff”(which shall include but is not limited to the Village Engineer, Village
41 Administrator, Village Building Inspector/Zoning Administrator and Village Attorney), and
42 the RECORDING of this Agreement with all EXHIBITS.
43

44 ~~G.~~ ~~Developer has submitted a Certified Survey Map (“CSM-PT”) which was considered by the~~
45 ~~Plan Commission and recommended for approval subject to representations made during the~~
46 ~~consideration process by the Developer, final approval by Village Staff and the~~
47 ~~RECORDING of the CSM-PT before this Agreement.~~
48

49 ~~H.F.~~ The Village of Hartland is requiring that Developer install certain public and private
50 improvements necessary to service the development of the Site ~~and facilitate ingress and~~
51 ~~egress vehicular and pedestrian access and sewer and water utility service to adjoining lands~~
52 ~~via a public easement.~~ The acceptance of the dedication of public improvements shall be
53 contingent upon the construction of said improvements according to applicable State and
54 municipal specifications and ordinances.
55

56 ~~I.G.~~ The Village Board has conditionally approved Developer’s plans and specifications for
57 the Project, which were considered by the Plan Commission and recommended for approval
58 subject to representations made during the consideration process by the Developer and final
59 approval by Village Staff and the RECORDING of this Agreement.
60

61 ~~J.H.~~ Developer agrees to develop the Site as herein described in strict accordance with this
62 Agreement.

63 FINDINGS

64 The Village of Hartland Plan Commission and Village Board of Trustees have made the
65 following findings as they relate to the Project.

66 A. The proposed site will be provided with adequate drainage facilities for surface water and
67 storm water conditioned on the Developer completing the design as approved by Village
68 Staff in accordance with Village ordinances.

69 B. The proposed site will be accessible from ~~Campus Drive Eagle Pass~~ and ~~private~~ ~~public~~
70 ~~access cul de sac roads drives~~ that ~~are is~~ adequate to carry the traffic that can be expected to
71 be generated by the proposed development ~~and that of adjoining lands~~ conditioned on
72 development of private and public roads within the site.
73

- 74 A. No undue constraint or burden will be imposed on public services and facilities, such as fire
75 and police protection, street maintenance, water, sanitary sewer and storm drainage, and
76 maintenance of public areas by the proposed development.
77
- 78 B. The public ~~street-cul de sac~~ on the site of the proposed development will be adequate to serve
79 the residents of the proposed development and provide access to adjoining lands and will
80 meet the minimum standards of all applicable ordinances or administrative regulations of the
81 Village.
82
- 83 C. Water and sewer services will be delivered and provided through privately owned
84 infrastructure connected to Village public utilities.
85
- 86 D. The entire Site to be included in this Planned Unit Development Overlay District will be held
87 under single ownership during development and its existence except for sales of
88 condominium units. The Developer and its successors in interest understand and agree that
89 the division of the PUD into two separate parcels or the increase in the number of
90 condominium units on the Site will not be permitted at any time in the future.
91
- 92 E. The locations of ~~the~~ entrances and exits have been designated to prevent unnecessary
93 interference with the safe and efficient movement of traffic on surrounding streets, and the
94 development will not create an unreasonable adverse effect upon the general traffic pattern of
95 the surrounding neighborhood.
96
- 97 F. The size, quality and design of all buildings, landscaping and other site development features
98 in the Project will be compatible with the general character of the Village and specifically to
99 the surrounding neighborhood, and the design of the development will result in an attractive
100 and harmonious development compatible with and not adversely affecting the property
101 values of the surrounding neighborhood.
102
- 103 G. The Project will create an attractive residential environment of sustained desirability and
104 economic stability, ~~including structures in relation to terrain, consideration of safe pedestrian~~
105 ~~flow and ready access to recreation space.~~
106
- 107 H. The total net residential density within the Planned Unit Development Overlay District is
108 compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total
109 net density is also consistent with and does not exceed the density of development permitted
110 in the underlying basic use zoning district. (See also FINDINGS, Paragraph D above.)
111
- 112 I. Structure types will be compatible with other structural types permitted in the underlying
113 basic use district elsewhere in the Village.

- 114
- 115 J. Provisions are being made for the construction of private sewer, water and stormwater
116 facilities within the Project with connection to public facilities for the potential use of other
117 utility users and the continuing maintenance and operation of ~~these~~ those portions of the
118 private facilities by the Condominium Association.
- 119
- 120 K. Provision has been made for adequate fire and police protection.
- 121
- 122 L. The population density of the development will not have an adverse effect upon the
123 community's capacity to provide needed school or other municipal service facilities.
- 124
- ~~125 M. Adequate guarantee is provided for permanent preservation of open space areas conditioned
126 on the re-zoning of the Isolated Natural Resource Area as an Upland Conservancy Overlay
127 District and that no other development will occur therein except that which is approved
128 herein.~~
- 129
- 130 N.M. The care and maintenance of private open space is ensured by the establishment of an
131 appropriate ownership organization for the Project through the establishment of an
132 incorporated Condominium Association that will be charged with enforcing the care and
133 maintenance of said open space, including all common and certain limited common areas.
134 The Developer agrees to clear and remove trees in conjunction with the installation of the cul
135 de sac that would otherwise hinder the use of a public easement in Lot 1 and Outlot 1 and
136 Joint Storm Water Easement area adjacent to Lot 1 and Outlot 1 (EXHIBIT A).
- 137
- 138 O.N. Ownership, maintenance and tax liability of private open space areas, including all
139 common and certain limited common areas, shall be established and enforced by via certain
140 funded reserves and other amounts to be collected as part of unit sales to also be held in
141 segregated statutory reserves under the control of the Condominium Association.
- 142
- ~~143 P. Clustering of residential development is permitted in Lot 1 provided that permanent common
144 open space in Lot 1 and Outlot 1 is permanently preserved so that the overall density of
145 residential use permitted in Lot 1 never exceeds 47 units.~~

146 NOW, THEREFORE, in consideration of the granting of final approvals as stated in the above
147 RECITALS by the Village Staff, the incorporation of all of the above RECITALS which are
148 made a part of this Agreement, the covenants of the Village and Developer set forth herein, and
149 other good and valuable consideration, the receipt and sufficiency of which is hereby
150 acknowledged, Developer does hereby agree to develop the Site as follows:

151 Section I. PUD Requirements

- 152 A. Developer shall comply with this Agreement.
- 153
- 154 B. The Project shall include not more than ~~forty-seven (47)~~two (2) single family residential
- 155 units as portrayed the Site Plan (EXHIBIT B ~~and EXHIBIT D~~).
- 156
- 157 C. The Project shall at all times comply with the requirements of the ~~RS-5RSE-1 SingleSingle~~
- 158 Family Residential District, ~~except as defined below, and the requirements of the UCO –~~
- 159 ~~Upland Conservancy Overlay District as that district is shown on EXHIBIT C except for~~
- 160 ~~initial development work as authorized to accommodate utilities, fully construct and enhance~~
- 161 ~~storm water facilities, including enlargement, interior reshaping and isolation of certain~~
- 162 ~~kettles through fencing, public path construction/improvements and placement of signage to~~
- 163 ~~guide usage of the public paths.~~
- 164
- 165 ~~D. The following requirements of the RS-5 Single Family Residential District are hereby~~
- 166 ~~modified as follows:~~
- 167
- 168 a. ~~Hartland Ord. sec. 46-235 regarding lot area and width is hereby waived and the~~
- 169 ~~area devoted to residential units shall be as defined on the Condominium Plat~~
- 170 ~~EXHIBIT D.~~
- 171 b. ~~Hartland Ord. sec. 46-237 regarding yards is hereby waived except that residential~~
- 172 ~~units may not be constructed closer than twenty-five (25) feet from the interior~~
- 173 ~~(non roadway) edge of any concrete curb traversing any portion of a unit; nor~~
- 174 ~~closer than fifteen (15) feet from each other.~~

175 Section II. Improvements.

176 Developer shall prepare the Site and construct the improvements on and off the Site described

177 below (all at Developer's sole expense) in accordance with the Final Condominium Plat

178 EXHIBIT D and the plans and specifications attached to this Agreement as EXHIBITS which

179 were considered by the Plan Commission and Village Board, subject to representations made

180 during the consideration process by the Developer, final approval by Village Staff and

181 RECORDING of this Agreement.

182 A. Roads.

- 183 1. Developer shall, at its sole expense, grade, construct and surface a public cul de sac, and
- 184 private ~~roadways/drives~~ as shown on and in accordance with the plans and specifications
- 185 set forth on EXHIBIT E.
- 186 2. Developer shall dedicate and the Village shall accept one public street-cul de sac
- 187 improvement on the Site upon approved completion of the second lift of asphalt on such
- 188 street as approved by the Village Engineer and Village Administrator. Said second lift of
- 189 asphalt shall be installed on both the public and private roads within ~~fourteen~~

190 (14) _____ months after installation of the first lift of asphalt unless an extension is
191 authorized by the Village Engineer and Village Administrator at their discretion. ~~The~~
192 ~~Village may at its sole discretion and to the extent feasible, perform snow and ice~~
193 ~~removal on the undedicated public road after the first lift of asphalt has been installed.~~
194 The Developer and/or Condominium Association shall otherwise be responsible for snow
195 and ice removal activities ~~from form undedicated and the cul de sac referenced in Section~~
196 ~~II. A.1. and the public easement referenced in FINDINGS, Paragraph D above until their~~
197 ~~respective dedication and creation is accepted by the Village.~~ A private ~~road~~drive(s)
198 ~~and to shall~~ provide access at all times to the interior of the Site for public safety and
199 utility purposes to the extent not otherwise available.

- 200 3. Developer shall construct and surface with a fully completed binder course the private
201 ~~roads/drives~~ called for ~~under this in Phase 1 as shown~~ on EXHIBIT E no later than
202 ~~December 10, 2020 and in Phase 2 no later than December 10,~~
203 ~~2021 _____.~~
204 ~~4. Developer shall establish and deposit \$15,000 in a condominium statutory reserve~~
205 ~~account for private road maintenance within 10 days of the recording of this Agreement.~~

206
207 B. Sanitary Sewer.

- 208 1. Developer shall, at its sole expense, construct, install, and provide ~~a complete sanitary~~
209 ~~sewage collection system throughout the entire Site and perform~~ private sanitary sewer
210 laterals in accordance with the plans and specifications set forth on EXHIBIT E and at no
211 cost to the Village. The construction of the ~~sanitary sewer system~~laterals required
212 hereunder shall be constructed so as to fully service the Project.
213 ~~2. Subject to the provisions of Sections II. and Section IV. of this Agreement and upon~~
214 ~~completion of the sanitary sewage collection system serving the Site in accordance with~~
215 ~~the plans and specifications set forth on EXHIBIT E, Developer shall dedicate only that~~
216 ~~portion of the sanitary sewage collection system installed within the right of way or~~
217 ~~easement actually transferred to the Village. The Village reserves the right to limit, or~~
218 ~~condition or restrict the connection of private portions of newly installed sanitary sewage~~
219 ~~collection system to the existing Village sewage collection system, including but not~~
220 ~~limited to the manner described in footnote No. 1.⁴~~
221 2. Subject to the provisions of Sections II and Section IV of this Agreement and upon
222 completion of the public portion of the sanitary sewage collection system serving the Site
223 in accordance with the plans and specifications set forth on EXHIBIT ????. Developer
224 shall dedicate only that portion of the sanitary sewage collection system installed within
225 the right-of-way which the Village is willing to accept. The Village reserves the right to

⁴ Sanitary Sewer shall be entirely private, except for a section of new sewer between San MH 9 to and including San MH 10. Sanitary laterals for Lots 1,2,3 and 4 shall be private up to the point of connection to the existing sanitary main. The southern sewer stub out of existing San MH 4 for future service to the south shall be private and the future responsibility of the landowner(s) to the south of the Project.

226 limit or condition or restrict the connection of private portions of newly installed sanitary
227 sewage collection system to the existing Village sewage collection system.

- 228 3. The Village Board has no obligation to accept dedication of any component of any sewer
229 improvements or to allow any improvements to be connected to the existing Village
230 sewage collection system until the applicable components of the sanitary sewer have been
231 installed in accordance with plans and specifications approved and accepted by the
232 Village as set out in EXHIBIT E. At its sole expense, Developer shall clean and televise
233 the portion of the sewer system that will be dedicated to the Village prior to its
234 connection to the Village sanitary sewer system and shall provide a written report and
235 DVD copy of the televised inspection thereof.~~At its sole expense, Developer shall clean~~
236 ~~and televise the sewer system prior to its connection to the Village sanitary sewer system~~
237 ~~and shall provide a written report and DVD copy of the televised inspection thereof.~~
- 238 ~~3.4.~~ No occupancy permits shall be processed or issued until the public portion of the sanitary
239 sewer collection system servicing the Site has been accepted by the Village through
240 dedication.
- 241 ~~4.~~ ~~No occupancy permits shall be processed or issued until the public portion of the sanitary~~
242 ~~sewer collection system servicing the Site has been accepted by the Village through~~
243 ~~dedication.~~

244
245 C. Water.

- 246 1. Developer shall, at its sole expense construct, install, furnish, and provide a completed
247 system of water distribution throughout the entire Project, in accordance with the plans
248 and specifications for water main and laterals attached hereto as provided for in
249 EXHIBIT E including provisions for connection to future development in adjoining lands
250 as deemed necessary by the Village, and including such provisions for connection to
251 future development or expansion of the water system as deemed necessary by the Village.
252 The construction of the ~~municipal~~ water system laterals required hereunder shall be
253 conducted so as to fully service the Project, ~~and all lands to the south of the Project in~~
254 ~~Hartland owned by the Lutheran High School Association of Greater Milwaukee as of~~
255 ~~July 20, 2020 and in accordance with the manner described in footnote No. 2.²~~
- 256 2. Upon completion of the water ~~system main and laterals~~ serving the Site in accordance
257 with the plans and specifications set forth in EXHIBIT E, Developer shall dedicate, and
258 the Village shall accept, such public segment of the water system, it deems appropriate.
259 Connection to the Village's water system is subject to the terms of this Agreement.
- 260 3. The Village Board has no obligation to accept any component of the water distribution
261 system until the relevant components of the water distribution system have been

² The Water System within the Project shall be completely private, except for two short sections of water main to the shut off valves at the private water system's two (2) connection points to the existing public main located at the property line. The water services for Lots 1, 2, 3, and 4 will be publicly owned within the right of way to the curb stop valves near the right of way line.

262 inspected by the Village Engineer and a designated DPW representative and determined
263 to be installed in accordance with plans and specifications approved by the Village.

264 4. No occupancy permits shall be processed or issued until the entire water distribution
265 system servicing the Site has been fully connected and its public segment dedicated to
266 and accepted by the Village, and its public segment dedicated to and accepted by the
267 Village.

268 5. All Each condominium units, except those on the Final Condominium Plat Lots 1,2,3,
269 and 4 will be serviced by a private water main lateral. ~~[[??] The water meter pit and water~~
270 ~~mains and services will be owned by the Condominium Association. The Village of~~
271 ~~Hartland will provide periodic maintenance for the fire hydrants and water meter pit if a~~
272 ~~Fire Hydrant and Water Meter Pit Maintenance Agreement attached as EXHIBIT L is~~
273 ~~agreed to.???.]-[???~~ Unit owner shall be financially
274 responsible for the cost, ~~with respect to the private water system, of such~~
275 ~~maintenance~~ maintaining the laterals, and shall maintain and regularly fund a reserve
276 account for that purpose and for any needed repairs, or work and components determined
277 to be necessary by the Village of Hartland public works department needed to eliminate
278 any deficiencies associated with water service to the Project.???

279 ~~5.6.~~ Developer shall establish and deposit \$ _____ in a condominium statutory reserve
280 account for water and sewer maintenance within 10 days of the recording of this
281 Agreement.

282 ~~6. Developer shall establish and deposit \$2,000 in a condominium statutory reserve account~~
283 ~~for water and sewer maintenance within 10 days of the recording of this Agreement.~~

284
285 D. Storm/Surface Water System & Site Grading.

286 1. Developer shall, at its sole expense, construct, install, furnish, and provide facilities for
287 storm and surface water drainage servicing the Site in accordance with the plans and
288 specifications set forth on EXHIBIT E.

289 2. The Village Board shall not accept any dedication of the storm/surface water system
290 except for the outlet structure- as shown in the Village right of way on EXHIBIT . . .

291 3. Developer and, the Condominium Association for the Site provided for in this
292 Agreement ~~and the owner of future Lot 2 south of Project~~ shall be jointly and severally
293 responsible for the maintenance of all ~~detention and retentions~~ infiltration areas, drains,
294 clean outs and diversion ditches ~~basins and private storm sewer~~ as shown on EXHIBITS
295 ~~F, F-1 and F-2~~ F, B and E both before and after completion of said facilities. Developer
296 and the Condominium Association shall be jointly and severally responsible for the
297 maintenance of the ???diversion ditch??? following completion of said facilities. This
298 includes the responsibility for routinely conducting all dredging and cleaning of detention
299 and retention basins and private storm sewer to assure that they perform adequately.
300 These responsibilities shall be contained in several Storm Water Management Facility
301 Maintenance Agreements with respect to the Site in the form attached hereto as

302 ~~EXHIBITS F, F 1 and F 2.~~ Developer may, at Developer's sole option, transfer its
303 maintenance obligations for the ~~detention and retention basins~~diversion ditch to the
304 Condominium Association at any time after ~~more than thirty six (36) condominium~~
305 ~~homes have been occupied~~completion of the project and thereby may be released from all
306 individual obligations under this paragraph provided the Condominium Association has
307 been established and is functioning in the normal course of business and ~~has reserves~~ has
308 ~~reserves~~has made provisions to meet such maintenance obligations. ~~[???? Following~~
309 ~~completion and dedication to and acceptance of the infiltration areas, clean outs and~~
310 ~~drains by the Village, the Village shall be responsible for the maintenance of said~~
311 ~~facilities.????]~~

- 312 4. Developer shall, at its sole expense, grade the Site in accordance with the final Overall
313 Grading plans and specifications set forth on EXHIBIT E. Developer will be allowed to
314 deviate up to 6 inches from the Overall Grading plans upon completion of interim Site
315 grading for the interior portions of individual condominium units. Developer shall be
316 required to complete the elements of the Overall Grading plans related to surface water
317 drainage for individual condominium units and ~~for the entirety of the Outlot and Right of~~
318 ~~Way areas~~ prior to acceptance of the public ~~road improvement~~cul de sac by the Village.
319 A lot grading plan in compliance with the final Overall Grading plans and specifications
320 shall be submitted by the Developer at the time of permitting for each individual
321 condominium unit to the Village Engineer and Building Inspector for their respective
322 approval. Final grading, as approved, shall be implemented prior to occupancy of each
323 respective condominium unit.
324

325 E. Site Clearing/Restoration.

- 326 1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree
327 trunks, and shrubs, and all rubbish currently located on the Site and in particular within
328 the public easement to be established and grant to the public for ingress and egress and
329 utilities access to undeveloped adjoining land in accordance with all applicable State,
330 Federal and municipal codes and ordinances.

331 ~~2. Developer shall not destroy or remove any live vegetation nor conduct any grading,~~
332 ~~filling or other construction related activities, except as approved in EXHIBIT E, within~~
333 ~~the Isolated Natural Resource Area zoned UCO — Upland Conservancy Overlay District~~
334 ~~except as set forth in the finally approved plans and specifications and under any required~~
335 ~~issued DNR permit.~~

336 ~~3.2~~ Developer shall be responsible for compliance with all applicable provisions of Chapter
337 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement
338 of trees including, but not limited to submission of a tree protection plan and obtaining of
339 a tree permit prior to start of work on the Site.

340 ~~4.3~~ Developer shall not establish any private wells or septic systems on the Site.
341

- 342 F. ~~Landscaping and~~Landscaping and-Erosion Control.
- 343 1. Developer, and all its agents, contractors and subcontractors shall grade, ~~seed and~~
344 ~~otherwise landscape~~seed and otherwise landscape the Site in strict compliance with the
345 plans and specifications set forth on EXHIBIT E, and shall at all times remain in
346 compliance with all applicable municipal and state erosion control restrictions and
347 requirements. Developer shall complete required erosion control inspections and reports
348 in accordance with the controlling erosion control permit standards. Developer shall be
349 responsible for costs of periodic compliance inspections of erosion control facilities that
350 will be conducted by the Village Engineer or his designee.
- 351 2. If any erosion control facilities (including but not limited to bales, silt fence and berms)
352 are washed out or otherwise rendered ineffective as determined by the Village Engineer
353 or Building Inspector, Developer shall repair or replace said facilities within 48 hours of
354 being so notified in writing by the Village Engineer or Building Inspector. If Developer
355 fails to repair or replace said facilities within 48 hours of being so notified by the Village
356 Engineer or Building Inspector the Village may, but is not required to, repair or replace
357 such facilities and charge 125% percent of all costs incurred by the Village in so
358 reinstalling said facilities to the Project. The Village may withdraw payment from any
359 amounts refundable to Developer that the Village is holding pursuant to this Agreement.
360 In the event the Village does not hold sufficient funds from which to withdraw payment
361 and the Developer fails to pay an invoice from the Village for incurred costs within 30
362 days, the Village shall provide a notice of a hearing no less than 7 working days' prior to
363 imposing a special charge pursuant to Wis. Stat. § 66.0627.
- 364 ~~3. [???]Developer shall, simultaneous with the execution of this Agreement, provide the~~
365 ~~Village a temporary access easement to the Village in the form attached hereto and~~
366 ~~incorporated by reference as EXHIBIT G to permit repair or replacement of said facilities~~
367 ~~in the event of a default by Developer. [??]]~~
- 368 3. Developer shall provide a 10' x 60' snow storage easement at Badger Drive as shown on
369 Exhibit E.
- 370
- 371 G. ~~Street Signs, Pavement Markings and Street Lights.~~
- 372 ~~1. Developer shall provide and install (subject to Village approval) all signs and pavement~~
373 ~~markings as specified in EXHIBIT E.~~
- 374 ~~2. Developer shall provide a public street, private road and common area lighting plan as~~
375 ~~specified in EXHIBIT E and install streetlights for the public street as specified in~~
376 ~~EXHIBIT E at no cost to the Village utilizing lights available from WE Energies as~~
377 ~~approved by the Village Engineer. Public streetlights shall become the property of~~
378 ~~Wisconsin Energy Corporation. Thereafter, all repairs, maintenance, operation and~~
379 ~~replacement shall be performed by Wisconsin Energy Corporation.~~
- 380 ~~3. Public street lights shall be installed at the two (2) roadway connections to Campus Drive~~
381 ~~and the two (2) private road connections to the public street.~~

382 4. ~~Following installation of public streetlights by Developer and acceptance of the~~
383 ~~installation by the Village with other infrastructure, the operational and electrical~~
384 ~~expenses for public streetlight shall be paid for by the Village.~~

385
386 H.G. Hazardous Substances. [?completed?]

387 ~~Developer hereby represents and warrants to the Village that Developer has conducted a~~
388 ~~Phase I environmental assessment of the Site, the resulting report for which is attached as~~
389 ~~EXHIBIT H, and that Developer hereby represents and warrants to the Village that~~
390 ~~Developer has conducted a Phase I environmental assessment of the Site, the resulting report~~
391 ~~for which is attached as EXHIBIT ???.~~ Developer has no knowledge of, nor reason to believe
392 that, any "hazardous substances" as defined in U.S.C. § 9601 or listed in Chapter 40 of the
393 Code of Federal Regulations nor any petroleum, crude oil, natural gas or other petroleum
394 product are currently present on the Site. If, during the course of carrying out its obligations
395 under this Agreement, Developer acquires information indicating the possible existence of a
396 hazardous substance or petroleum product on the Site, Developer shall immediately notify
397 the Village Engineer or Village Administrator of this information and be responsible for
398 appropriate removal and cleanup.
399

400 I. ~~Sidewalk/Pedestrian Pathways/Public Trails.~~

- 401 ~~1. Developer shall provide, install and pave (1) within dedicated the Right of Way, a~~
402 ~~concrete sidewalk ; (2) with asphalt all pedestrian pathways servicing the condominium~~
403 ~~units, their owners and invitees; and (3) with varying suitable materials as specified on~~
404 ~~EXHIBIT _???_ the public trails within the Site that shall be made available as~~
405 ~~described in the next sentence and as specified in EXHIBIT E. Developer shall grant on~~
406 ~~the Certified Survey Map and other document as appropriate, a permanent access~~
407 ~~easement to the general public for unrestricted passage and enjoyment of public trails~~
408 ~~outside the Right of Way as described in EXHIBIT I — Public Access Easement.~~
409 ~~2. Public trails constructed or established by Developer shall be accessible by the general~~
410 ~~public. The maintenance and marking of all public trails in a manner that meets~~
411 ~~standards prescribed by the Village from time to time shall be the responsibility of the~~
412 ~~Condominium Association.~~
413 ~~3. Passage ways accessible to the general public, including paved areas used for emergency~~
414 ~~access to this development shall be maintained year round including winter maintenance~~
415 ~~performed in compliance with the Village Code requirements for snow and ice removal~~
416 ~~and control on public sidewalks. Pedestrian pathways not intended for use by the general~~
417 ~~public may be maintained during winter at the discretion of the Condominium~~
418 ~~Association.~~

419 ~~J. At the time of entry into this Agreement, Developer shall grant the Village and its agents~~
420 ~~or subcontractors a permanent easement to access said public trails and to repair/maintain~~
421 ~~them at the Village's sole option in the event of default by the Condominium Association~~

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422 in the maintenance thereof, in the form attached hereto as EXHIBIT J. Any repair or
423 maintenance performed by the Village hereunder shall be assessed against equally against
424 all condominium unit property owners as a *special charge* pursuant to Wis. Stat. §.
425 66.0627 on condition that the village provides no less than a 7 working days' notice of a
426 hearing prior to imposing a special charge. Street Trees and Landscaping Installation.

427 1. ~~Developer has provided a plan for the installation of street trees on the public street as set~~
428 ~~forth in the attached EXHIBIT E, which plan shall follow all applicable provisions of~~
429 ~~Chapter 90 of the Village Code of Ordinances pertaining to trees. At the time of the~~
430 ~~signing of this Agreement, Developer shall deposit with the Village \$ _____~~
431 ~~to enable the Village to plant the identified trees at a time that it deems appropriate as~~
432 ~~part of the Village's annual street planting program.~~

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433 Upon application for a building permit for a given condominium unit, the Developer shall
434 inform the Village Building Inspector of the scheduled timeframe for the installation of
435 landscaping for that unit. The Building Inspector shall ~~not have any~~ enforcement
436 responsibilities in this regard, ~~since this shall be a matter solely between the Developer and~~
437 ~~the purchasers of the condominium units.~~

438
439 K.H. As Built Drawings

440 Developer shall, at its sole expense, furnish one set of reproducible "as built" plans for the
441 Project improvements described in this Section II including the final location and elevation
442 of the various improvements as required by the Village Engineer and/or Public Works
443 Department including, but not limited to and including any public or private roads, and any
444 public or private sanitary sewer facilities, water facilities, storm water facilities,
445 sidewalks/paths, street signs, street lights. Reproducible plans shall be provided ~~on~~
446 ~~Mylar~~ AutoCAD and PDF format or another similar media acceptable to the Village Engineer
447 and to the Department of Public Works together with an electronic file copy of said plans
448 compatible with the Village's GIS software prior to Village acceptance of dedication of the
449 public street. Electronic plans provided hereunder shall include GPS locations for manholes,
450 valves and other included items at a fixed location.

451
452 Electronic plans provided hereunder shall also include size and species for all private road
453 trees.

454
455 ***Section III. Dedication.

456 A. Subject to all of the other provisions of this Agreement and EXHIBITS attached, Developer
457 shall, without charge to the Village, upon completion of all public improvements on the Site
458 described as such in the ~~Certified Survey Map and~~ Final Condominium Plat and in
459 accordance with all plans and specifications attached hereto as EXHIBITS unconditionally
460 give, grant, convey and fully dedicate the same to the Village, its successors and assigns,

461 forever, free and clear of all encumbrances whatever, together with, including, without
462 limitation, all , structures, mains, conduits, pipes, lines, machinery, equipment and
463 appurtenances which may in any way be a part of such public improvements and together
464 with general unspecified temporary easements for access thereto for repair, maintenance and
465 replacement of same. ~~[???)Developer shall obtain title insurance to insure the transfer of~~
466 ~~ownership in portions of the Site that are dedicated to the Village. Developer shall also pay,~~
467 ~~when due, all transfer taxes that arise as a result from said dedications.???)~~
468

469 B. Developer shall notify the Village, in writing when any public improvement described on the
470 attached EXHIBITS is complete in accordance with the plans and specifications attached
471 hereto as EXHIBITS. Within fourteen (14) days of the date of such notice, the Village
472 Engineer and a DPW Department representative shall inspect and/or re-inspect as necessary
473 any public improvements described in Developer’s notice and prepare and deliver to
474 Developer a written punch list of repairs necessary to bring such public improvement into
475 conformance with the applicable plans and specifications. Upon Developer’s written notice
476 to the Village Engineer and DPW Department that all punch list repairs for any such public
477 improvement are complete, and following satisfactory completion of any applicable re-
478 inspection, the Village shall, subject to the re-inspection and approval of the Village
479 Engineer and Village Administrator, by separate resolution, accept the dedication of such
480 public improvements.
481

482 ~~C. [???)Unless previously provided, simultaneous with the acceptance by the Village of any~~
483 ~~public sanitary sewer, water or storm/surface water improvement on the Site, Developer~~
484 ~~shall, at its sole expense, furnish one set of reproducible “as built” plans of such private and~~
485 ~~public improvements. Reproducible plans shall be provided on Mylar or another similar~~
486 ~~media acceptable to the Village Engineer and to the Department of Public Works together~~
487 ~~with an electronic file copy of said plans compatible with the Village’s GIS software prior to~~
488 ~~Village acceptance of dedication of public improvements under this Agreement. Electronic~~
489 ~~plans provided hereunder shall include GPS locations for manholes, inlets, valves and other~~
490 ~~structures.???)~~

491 Section IV. Building/Occupancy Permits.

492 A. No building permits will be processed or issued for the Site until the first lift of asphalt has
493 been installed on necessary private and public roads, said first lift has been approved by the
494 Village Engineer, and the underlying utilities (including gas, electric, telephone, cable
495 television and any other installation that would otherwise require opening the asphalt), storm
496 water drainage, water and sanitary sewer improvements are constructed, inspected (and re-
497 inspected as necessary) and approved by the Village Engineer and DPW representative.
498

499 B. The Village will have no obligation to process or to issue Occupancy Permits for any
500 building until all utilities for the Site have been completed and all their public components
501 dedicated and accepted by the Village (acceptance of which shall not be unreasonably
502 delayed or deferred) and the first lift of asphalt for all private and public roads have been
503 installed.

504 Section V. Miscellaneous Requirements and Provisions.

505 A. Survey Monuments. Developer agrees to properly place all survey or other monuments
506 required by applicable state statute or municipal ordinance, ~~and further agrees to permanently~~
507 ~~monument the boundaries of the environmental corridor (constituting either wetlands or other~~
508 ~~environmental corridor) by placing monuments that comply with the specifications set out in~~
509 ~~Chapter 236, Wis. Stats., at every point where a lot boundary line intersects the~~
510 ~~environmental corridor and at the mid point of the environmental corridor boundary within~~
511 ~~each lot and at any change in direction of the boundary lines.~~

512
513 ~~B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and~~
514 ~~Homeowner's Association, as required below, a provision indicating that the use of water for~~
515 ~~purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as~~
516 ~~otherwise directed by the Village of Hartland from time to time.~~

517
518 ~~B.~~ B. Condominium Declaration and Restrictions. Developer shall execute and record a
519 Condominium Declaration and Restrictions with respect to the Site in the form of EXHIBIT
520 K attached hereto. This Agreement shall not be recorded until both the Condominium
521 Declaration and Restrictions have been approved by the Village Staff and the Condominium
522 Association has been incorporated and these documents have been recorded.

523
524 ~~D.C.~~ D.C. Grade. EXHIBIT E sets out maximum yard grade elevations that shall be required on the
525 Site. One set of an as-built version of EXHIBIT E shall be provided by the Developer, at its
526 sole expense, ~~in a Mylar reproducible format and~~ in electronic format compatible
527 with the Village's GIS software, to the Village prior to the dedication of the public road.

528
529 ~~E.D.~~ E.D. Underground Utilities. All new electrical, telephone, gas and cable television utilities and
530 services on the Site shall be buried underground in accordance with Chapter 50 of the
531 Municipal Code of the Village of Hartland. Coordination of installation of such utilities and
532 services shall be the responsibility of Developer.

533
534 ~~F.E.~~ F.E. Manner of Performance. Developer shall cause all construction called for by this
535 Agreement to be carried out and performed in a good and workmanlike manner. Developer
536 shall coordinate with the Village Engineer the holding of a pre-construction meeting before
537 the commencement of any work on the Project after the recording of this Agreement.

538 Developer shall compel all of its major contractors to have a representative in attendance and
539 shall distribute to them updated copies of Exhibit E prior to the holding of the pre-
540 construction meeting to enhance their participation in same.

541
542 G.F. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and
543 approvals from all governmental authorities with jurisdiction over the Site, including, but not
544 limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control
545 Commission, and Department of Natural Resources, when required prior to the start of
546 construction, demolition or hazardous waste abatement with respect to the applicable portion
547 of the Site work. Developer shall be solely responsible for paying, at the time of building
548 permit application, all applicable sewer or water connection fees pertaining to connection of
549 such utilities servicing the Project which are customarily and uniformly assessed.

550
551 H.G. Locations. The parties agree that the locations of existing Village water, sanitary sewer
552 and storm sewer facilities as indicated on EXHIBIT E are approximate locations only. It is
553 Developer's sole responsibility to definitively locate all such Village facilities in the field,
554 and the Village bears no liability if any of said facilities are not located where indicated in
555 the documents described in this subsection.

556
557 H.H. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior
558 to executing a contract for sale/purchase of a given condominium unit anticipated future
559 expenses of buyer related to developer and lot owner obligations in this Agreement including
560 payment of impact fees, connection charges, RSAC, potential Special Charges and other
561 applicable items.

562 Section VI. Time.

563 A. Provided that the Village grants approval to commence within fifteen (15) business days
564 from the request by Developer and following the execution and RECORDING of this
565 Agreement and its EXHIBITS, Developer shall complete the following aspects of said
566 improvements on the Site for the Project, all in compliance with the requirements of this
567 Agreement, on or before the following dates:

- 568 1. Completion of installation of the first lift of asphalt on the public ~~road-cul de sac~~ serving
569 the Project pursuant to EXHIBIT E on or before ~~October 31, 2020~~
570 unless extended by the Village Board upon recommendation of the DPW Department and
571 Village Engineer.
- 572 2. Surface pavement and striping of ~~Campus Drive intersection~~ Eagle Pass cul de sac by
573 ~~October 31, 2020~~ to include all restoration.
- 574 3. Binder pavement of public ~~road-cul de sac~~ Phase 2 by ~~October 31,~~
575 ~~2021~~ to include ~~paved public path in Phase 2 and~~ all
576 restoration.

- 577 4. Installation of sanitary sewage collection and water distribution systems servicing the
578 Site pursuant to EXHIBIT E on or before ~~October 15, 2020~~.
- 579 5. Completion of storm/surface water drainage facilities servicing the Site as specified in
580 EXHIBIT E on or before ~~December 10, 2020~~.
- 581 6. Completion and recording of the ~~Certified Survey Map and~~ Final Condominium Plat
582 prior to the RECORDING of this Agreement.
- 583
- 584 A. ~~Except as set forth in subsection C below, t~~Time is of the essence as to all deadlines set
585 forth in this section. Upon failure of Developer to meet one or more deadlines specified
586 in this section, Village may (but is not required to) complete that aspect of the Project and
587 charge Developer 125 percent (125%) of the actual costs incurred by Village in so
588 completing that aspect of the Project. Village may draw upon the security provided in this
589 Agreement for the payment of said charges against Developer. In addition, Village may
590 utilize Wis. Stat. § 66.0627 as a Special Charge to recover all costs incurred by the
591 Village upon giving Developer 7 working days prior written notice to the following
592 address: (1.) ~~Paradise Trails~~EAGLE RESERVE, LLC; (2.) ~~N27W24025 Paul Ct., Suite~~
593 ~~100, Pewaukee, WI 53072320 Prospect Dr., Hartland, WI 53029~~ (3.)
594 ~~blindgren@neumanncompanies.com~~~~hoppe.shawn@gmail.com~~.
- 595
- 596 B. If delay in completion of any public improvements on the Site described in this Agreement is
597 caused or contributed to by act, omission, misconduct or neglect of the Village or those
598 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,
599 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action
600 of public utilities or of local, state or federal governments affecting the work or other causes
601 beyond Developer's reasonable control, then the time of completion of such public
602 improvements shall be extended for the additional time caused by such delay provided
603 written notice is given to the Village Engineer within 48 hours of the occurrence of the cause
604 for delay.

605 Section VII. Payment of Village Fees.

606 Developer agrees to provide to the Village the following:

607 ~~1. [?????RESTORE Developer and Village acknowledge that the Village has caused a~~
608 ~~needs assessment study to be performed pursuant to Wis. Stat. § 66.55 and that the~~
609 ~~Village has enacted an ordinance (§ 50-232) that imposes impact fees pertaining to the~~
610 ~~Village's services and facilities. The Parties acknowledge that the ultimate occupants of~~
611 ~~the Site will likely utilize these Village services and facilities and that the impact fees~~
612 ~~imposed by Village Ordinances are necessary to pay for the capital costs of the facilities~~
613 ~~in order to accommodate land development. Accordingly, Developer represents and~~

614 ~~warrants that it will pay to the Village impact fees in the then current amount in~~
615 ~~accordance with the Village Code upon application for building permits.????]~~
616 ~~2.1.~~ An inspection fee deposit, for inclusion in the Developer escrow maintained by the
617 Village, in cash or check, in the amount of ~~\$50,000~~ \$ _____ at the time
618 of execution of this Agreement. Developer shall be responsible for actual inspection
619 costs and fees incurred by the Village which shall first be deducted from such deposit.
620 ~~3.2. [???? RESTORE. Developer shall, in cash or check, continue to maintain an escrow~~
621 ~~balance with the Village of Hartland through which the Village will reimburse itself for~~
622 ~~legal, administrative, engineering and fiscal expenses paid by the Village on behalf of the~~
623 ~~Project. From time to time during the development process, after said escrow deposit is~~
624 ~~diminished by expenses incurred or to be incurred by the Village, the Village may require~~
625 ~~additional funds to be deposited into the escrow, which additional funds shall be paid~~
626 ~~within 30 days after written demand.????]~~
627 ~~4.3.~~ Developer acknowledges that sanitary sewer service to the Site is subject to payment of
628 both Connection Charges under Section 86-276 of the Village Code and Regional Sewer
629 Availability Charges (“RSAC”) under Section 86-277 of the Village Code of Ordinances
630 as those sections and fees may be adjusted from time to time. Developer represents and
631 warrants that it will pay to the Village of the then current Connection Charge and RSAC
632 fee for each of ~~the forty seven (47)~~ the two (2) condominium homesites on the Site upon
633 application for building permits including connection to the sanitary sewer system.

634 Section VIII. Security for Payment and Performance of Developer’s Obligations

635 A. Security Required. Prior to recording of this Agreement, Developer shall deliver or cause to
636 be delivered to the Village acceptable security equal to one hundred twenty percent (120%)
637 of the Village Engineer’s cost estimate of certain ~~private and~~ public improvements as follow:
638 ~~retention/detention ponds, walkways and paths, monument signage,~~ public portions of
639 sanitary sewer, ~~storm sewer,~~ public portions of water improvements for the Site shown on the
640 applicable plans and specifications pertaining thereto (including, but not limited to, erosion
641 control provisions), grading, erosion control, asphalt cul de sac and infiltration area.
642
643 B. Form of Security. The Village Board in exercising its discretion and judgement to allow this
644 Project to proceed under a Planned Unit Development implemented by a contract namely this
645 Agreement, which it has no obligation to approve, has determined that the provisions of
646 §236.13 (2) (1m.) (c.) of the Wisconsin Statutes do not adequately provide an expeditious
647 means of procuring funds (due to the likelihood of litigation typically associated with the
648 recovery of funds where a bond has been posted) to complete work needed to prevent the
649 deterioration and associated nuisance that arises from a partially finished Project which can
650 result in blight. Therefore, the security required hereunder shall be in (the form of an
651 original, irrevocable letter of credit by a) banking institution with an office in southeast
652 Wisconsin where the letter of credit is warranted to be paid if presented, the financial

653 condition of which is acceptable to the Village, naming the Village as payee and expiring no
654 sooner than twelve months, and being in a form acceptable to the Village Attorney. The
655 amount of such security required shall be in the amount of ~~\$923,806~~
656 for all public and above listed work, materials and professional services needed to
657 substantially complete the Project. The letter of Credit shall be reduced subject to the
658 provisions of Section VIII.D. hereafter and when work secured hereby is completed.
659

660 C. Maintenance of Security. Security as described in this Section shall be renewed in a form
661 acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be
662 maintained as described below for a period of time expiring 14 months after the
663 improvements for which the security is provided are substantially completed.
664

665 In the event it is not renewed at least 30 days prior to its expiration, the Village may draw
666 upon such security for purposes of completion of Improvements provided for in this
667 Agreement.
668

669 D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced
670 as the improvements described in the Plat and the plans and specifications set forth on the
671 attached EXHIBITS are completed and approved by the Village in accordance with the
672 following procedure.
673 1. From time-to-time during the course of construction, Developer may request the Village
674 Engineer to inspect the construction work completed to that date, and the Village
675 Engineer, as agent of the Village, shall use his best efforts to make such inspection within
676 seven (7) days after the request.
677 2. The request to inspect shall be accompanied by a certification prepared by Developer's
678 engineer and stating the work completed, an estimate of the dollar value of the work
679 completed to date of the request and since Developer's engineer's last certification and
680 that the work has been completed in a good and workmanlike manner and in compliance
681 with the Final Condominium Plat and applicable plans and specifications.
682 3. The request for inspection shall also be accompanied by a certification from Developer's
683 engineer estimating the cost to complete the remaining balance of the improvements,
684 with the estimated dollar value of the improvements completed and the estimated cost to
685 complete the remaining improvements being on a form and presented in a manner
686 reasonably acceptable to the Village Engineer.
687 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn
688 contractor's statement and appropriate photocopies or originals of lien waivers showing
689 that all work in place and for which a reduction in the security is requested has been fully
690 paid for or that all mechanic's or other liens have been waived.
691 5. The Village Engineer shall approve a reduction in the Security provided the following are
692 met:

- 693 i. Receipt of the required documentation from the Developer
694 ii. Inspection by the Village Engineer
695 iii. Certification by the Village Engineer to the Village and to the financial
696 institution issuing any letter of credit:
- 697 1. The dollar value of the work completed to the date of the request for
698 inspection and since the last certification by the Village Engineer.
 - 699 2. That the work has been completed in a good and workmanlike manner
700 and in compliance with the Final Condominium Plat and the applicable
701 plans and specifications.
 - 702 3. That no mechanic's or other liens will attach to the Site or to any
703 property of the Village as a result of the installation of the
704 improvements.
 - 705 4. That Developer's engineer's or Village Engineer's estimate of the
706 dollar value of the work completed and the cost to complete the
707 remaining improvements are reasonable.
- 708 iv. The balance remaining in the security is at least equal to one hundred percent
709 (100%) of the cost to complete all the remaining public improvements plus ten
710 percent (10%) per Wis. Stat. § 236.13 (2) (am) c. of the total cost of any
711 completed public improvements.
- 712
- 713 E. Release of Security Upon Completion. Upon final completion of all of the improvements, the
714 acceptance by the Village of the development and posting of any required warranty, the then
715 remaining balance of the security shall be released and returned, after first drawing upon the
716 security for any fees and costs due and owing to the Village pursuant to all applicable
717 ordinances and this Agreement.
- 718
- 719 F. Return of Excess Proceeds After Default. In the event of default by Developer under this
720 Agreement, if any of the security funds remain in the possession of the Village after all of the
721 public and private improvements have been completed in a good and workmanlike manner
722 and in accordance with the applicable Final Condominium Plat and applicable plans and
723 specifications, all warranty or maintenance obligations satisfied and all fees, costs and
724 expenses of the Village, including reasonable attorney's fees, engineering fees, consultant
725 fees, or other out-of-pocket expenses incurred in completing the improvements, in releasing
726 liens thereon in paying for work completed prior to default are paid, or other costs incurred
727 as a result of the default of Developer; then any remaining balance shall be paid to
728 Developer, subject to any claim to said funds exerted by any financial institution issuing any
729 letter of credit given as security.

730 Section IX. Guarantee of Improvements.

731 A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer
732 pursuant to this Agreement shall meet or exceed all state, federal and local requirements and
733 specifications and that the public improvements are and will remain in good and sound
734 condition for and during a period of fourteen (14) months from the date of final acceptance of
735 dedication by the Village in conformity with Wis. Stats. § 236.13(2)(am) 1.c.
736

737 ~~B. [????RESTORE] Guarantee Security. Notwithstanding the following in this section, it is the~~
738 ~~preference of the Village that security be provided in the form of a letter of credit. Developer~~
739 ~~shall furnish to the Village, prior to final acceptance of dedication of the public~~
740 ~~improvements by the Village, guarantee security pursuant to §236.13 of the Wisconsin~~
741 ~~Statutes consisting an original, irrevocable letter of credit issued by a banking institution, as~~
742 ~~described in Section VIII B. of this Agreement, acceptable to the Village Attorney, naming~~
743 ~~the Village as payee, expiring no sooner than fourteen months from the date of substantial~~
744 ~~completion of the covered improvements and equaling in the aggregate to ten percent (10%)~~
745 ~~of the total final cost of the improvements, which guarantee security will be retained by the~~
746 ~~Village for a period of fourteen (14) months after the substantial completion of the~~
747 ~~improvements as security for Developer's guarantee that the workmanship and materials~~
748 ~~furnished meet or exceed all state, federal and local requirements and specifications, and that~~
749 ~~the improvements are and will remain in good and sound condition for and during the~~
750 ~~fourteen month period from and after their acceptance. Separate letters of credit may be~~
751 ~~utilized because the time frame for the acceptance of each type of improvement may be~~
752 ~~different.~~
753

754 ~~B.~~ B. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any
755 and all repairs which may become necessary under and by virtue of Developer's guarantee
756 and shall leave the improvements in good and sound condition, satisfactory to the Village
757 and Village Engineer at the expiration of the guarantee period; provided, however,
758 Developer's obligation to repair shall not extend to repairs necessitated by or related to any
759 act, omission, neglect or misconduct of the Village, its agents, employees or contractors (and
760 the guarantee security may not be drawn against in such instances).
761

762 ~~D.~~ C. Notice of Repair. If during a respective guarantee period, the improvements shall, in the
763 professional opinion of the Village Engineer, require any repairs or replacements which in
764 his judgment are necessitated for example, by reason of settlement of foundation, structure or
765 backfill, or other defective workmanship or materials, Developer shall, upon written
766 notification by the Village Engineer of the necessity for such repairs, make such repairs, at its
767 own cost and expense. Should Developer fail to make such repairs within a reasonable time
768 after written notice has been sent as provided herein, or fail to start work within fourteen (14)
769 calendar days after such written notice, weather permitting, the Village may cause such work
770 to be done, but has no obligation to do so, either by contract or otherwise, and the Village

771 may draw upon said guarantee security to pay any costs or expenses incurred in connection
772 with such repairs or replacements. Should the cost or expense incurred by the Village in
773 repairing or replacing any portion of the improvements covered by this guarantee exceed the
774 amount of the guarantee security, the Developer shall, within thirty (30) days of being
775 invoiced by the Village, pay 125 percent of any excess cost or expense actually incurred in
776 the correction process.

777
778 E.D. Maintenance Prior to Acceptance. Developer shall maintain the public improvements
779 until such time as they are accepted by the Village in dedication. This maintenance shall
780 include routine maintenance, such as dust suppression, crack filling, roadway patching and
781 the like. In cases where emergency maintenance is required, such as sewer blockages, the
782 Village retains the right to complete the required emergency maintenance in a timely fashion
783 and bill Developer for all actual associated costs. The Village shall not be responsible for
784 snow removal prior to acceptance of the public road improvements except as set forth in
785 subsection II. A. 2 unless mutually agreed in writing signed by both parties hereto to the
786 contrary. All improvements shall be maintained so they conform to the applicable plans and
787 specifications attached as EXHIBIT E to this Agreement and with respect to the public
788 improvements, at the time of their acceptance by the Village.

789 Section X. Method of Improvement.

790 Developer hereby agrees to engage contractors for all work included in this Agreement who are
791 qualified to perform the work. Developer further agrees to use materials and make the various
792 installations in accordance with the applicable plans, specifications and sequence stated therein
793 made a part of this Agreement by EXHIBIT E and including those standard specifications as the
794 Village Board or its Commissions may have adopted and published prior to the date of this
795 Agreement.

796 Section XI. Zoning.

797 The Village does not guarantee or warrant that the subject lands of this Agreement will not at
798 some later date be rezoned, ~~nor does the Village herewith agree to rezone the lands into a~~
799 ~~different zoning district, nor does the Village herewith agree to rezone the lands into a different~~
800 ~~zoning district.~~

801 Section XII. Indemnification and Insurance.

802 A. Indemnification.

803 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement
804 or documents incorporated herein by reference, Developer shall INDEMNIFY AND
805 SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND
806 the same from and against any and all liability, claims, loss damages, interest, actions,

807 suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise
808 in the course of out of, or as a result of the performance, mis-performance, or
809 nonperformance of Developer's obligations under this Agreement or the negligent
810 construction or operation of public improvements covered thereby until the dedication of
811 said public improvements is accepted by the Village and after the dedication of said
812 improvements only if the occurrence giving rise to the claim predates the dedication.

813 2. In every case where judgment is recovered against the Village if notice and opportunity
814 to defend has been given to the Developer of the pendency of the suit within ten (10)
815 days after service of the summons and complaint on the Village, the judgment shall be
816 conclusive upon the Developer not only as to the amount of damages, but also as to its
817 liability to the Village.

818 B. Insurance. Developer and/or Developer's contractors shall maintain at all times, until the
819 acceptance by the Village of all public improvements' insurance with minimum limits and
820 coverage as shown below:

821 1. For Developer's contractors and others working on the Site, Worker's Compensation,
822 including Occupational Disease, Insurance meeting the statutory requirements of the
823 State of Wisconsin, and Employer's Liability insurance in an amount of at least Five
824 Hundred Thousand Dollars (\$500,000.00).

825 2. For Developer and Developer's contractors, Comprehensive Liability Insurance
826 providing limits for bodily injury and personal injury of One Million Dollars
827 (\$1,000,000.00) combined single limit. The policy must include the Village and its
828 agents, officers and employees as "additional insured" and provide premises, operations,
829 elevators, damage, blanket contractual covering indemnities within contract documents,
830 products and completed operations coverage and be endorsed as "primary and non -
831 contributory" to any insurance of the additional insured, except from their sole
832 negligence.

833 3. For Developer's contractors and others working on the Site, Comprehensive Automobile
834 Liability Insurance, on occurrence basis, covering all owned, non-owned and hired
835 vehicles with limits of liability equal to those set forth in paragraph B.2. above.

836 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to
837 commencement of construction or Site preparation activities, evidence of the issuance of
838 policies covering the above recited insurance requirements in the form of a Declaration
839 referencing all applicable policies along with endorsements referencing the policy numbers
840 of the applicable policies and signed by an authorized person. **An ACORD 25 certificate**
841 **shall not be acceptable.** All endorsements to those policies must state that notice of any
842 material change in coverage or nonrenewal or cancellation will be provided to the Village not
843 less than thirty (30) days prior to the effective date of any such change, nonrenewal or
844 cancellation. All endorsements shall name the Village of Hartland, its officers, employees
845 and agents as an additional insured. The form of the endorsement of insurance will be subject
846 to the approval of the Village attorney, prior to commencement of construction or Site
847 preparation activities, which shall not be unreasonably withheld.

848 D. No Limit on Liability. It is understood and agreed that the insurance coverage and limits
849 required above shall not limit the extent of Developer's responsibilities and liabilities
850 pursuant to this Agreement or imposed by law.

851 Section XIII. Agreement for Benefit of Purchasers and Public.

852 Developer agrees that in addition to the Village's rights herein, the purchaser of any interest in a
853 unit ("Purchaser") or interest therein in the Project and the Condominium Association
854 ("Association") for the Site and the Public shall be third-party beneficiaries. In the case of any
855 Purchaser, this section is for the purpose of ensuring that condominium units are ultimately made
856 available for purchase in full accordance with the terms of this Agreement. In the case of the
857 Association, this section is for the purpose of protecting the rights of the unit owners and proper
858 transfer to it of the rights and obligations provided for in this Agreement. In the case of the
859 Public, this section is for the full use and enjoyment of the Public easements under the
860 Agreement. Therefore, to the extent needed to protect such third-party beneficiaries, this
861 Agreement shall survive the completion of the Project by the Developer and the transfer of all
862 interests by Developer.

863 Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly
864 understood and agreed that any or all of the provisions of this Agreement may be amended,
865 modified, waived, and/or annulled by written agreement by and between the Developer and the
866 Village alone, without any requirement that the Purchaser or owner of any interest in a unit in the
867 Condominiums, join in or consent to same.

868 Section XIV. General Conditions and Regulations.

869 All the provisions of the Village ordinances relating to the development of land through the use
870 of a Final Condominium Plat, are incorporated herein by reference, and all such provisions shall
871 bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein.
872 This Agreement and all work and improvements required hereunder shall be performed and
873 carried out in strict accordance with and subject to the provisions of said ordinances and this
874 Agreement. This Agreement shall not be deemed to modify or suspend any provisions of the
875 Village Ordinances (now existing or as subsequently amended) relating to the development or
876 use of land. All such provisions shall apply to the Project in accordance with applicable law.

877 Section XV. Assignment.

878 Developer shall not assign this Agreement without the prior written consent of the Village.

879 Section XVI. Amendments.

880 The Village Board and Developer, by mutual consent, may amend this Agreement at any
881 meeting of the Village Board of the Village of Hartland. The Village Board shall not, however,

882 be obligated to consider consenting to an amendment until after first having received a
883 recommendation from the Village Plan Commission.

884 Section XVII. Exculpation of Village Elected Officials in Personal Capacity.

885 The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of
886 the Village of Hartland, entered into and are signatory to this Agreement solely in their official
887 capacity and not individually, and shall have no personal liability or responsibility hereunder;
888 and personal liability as may otherwise exist, being expressly released and/or waived.

889 Section XVIII. Miscellaneous Provisions.

- 890 A. This Agreement may be executed in one or more counterparts, each of which shall be
891 deemed an original but all of which together shall constitute one and the same instrument.
892
- 893 B. This Agreement is the complete and entire agreement of the parties with respect to the
894 matters covered by this Agreement, and it shall supersede all prior agreements to the
895 contrary. No agreements, promises, or representations made during or in connection with
896 the negotiations for or approval of this Agreement shall be binding or effective unless
897 they are included herein. This Agreement may be introduced into evidence by any party
898 without objection in any action to enforce the terms of this Agreement. No modification
899 of this Agreement shall be binding unless in writing and signed by Developer and
900 Village.
901
- 902 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation
903 by all parties and that all parties together shall be construed to be the drafter hereof and
904 this Agreement shall not be construed against any party individually as drafter.
905
- 906 D. Legal Relationship. Nothing in this Agreement shall be construed to create an
907 employer/employee relationship, joint employer, a joint venture or partnership
908 relationship, or a principal/agent relationship.
909
- 910 E. Survival. All agreements, representations, or warranties made herein shall survive the
911 execution of this Agreement and the making of the grants hereunder and additionally
912 stated in Section XIII. This Agreement shall be binding upon the Parties, their respective
913 successors and assigns.
914
- 915 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds
916 for Waukesha County.
917

918 G. Easements. Developer shall provide documentation satisfactory to the Village that it has
919 legal power and authority to grant all easements required under this Agreement.

920 IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed
921 by their appropriate officers and their corporate seals to be hereunto affixed in three (3) original
922 counter-parts the day and year first above written.

| ~~PARADISE TRAIL~~SEAGLE RESERVE, LLC

| By: _____
~~Steve DeCleene, President, Neumann Developments Inc., sole member~~Shawn Hoppe,
member

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

Attest: _____
Darlene Igl
Village Clerk

[NOTARY STATEMENTS FOLLOW]

923

State of Wisconsin }
 }ss.
County of Waukesha }

Personally came before me this ____ day of _____ the above named ~~Steve DeCleene~~ Shawn Hoppe, ~~President, Neumann Developments Inc.~~, sole member of ~~PARADISE TRAILSEAGLE RESERVE~~, LLC, who executed the foregoing instrument.

Notary Public
Commission expires: _____

State of Wisconsin }
 }ss.
County of Waukesha }

Personally came before me this ____ day of _____ the above named Jeffrey Pfannerstill, who executed the foregoing instrument.

Notary Public
Commission expires: _____

924

State of Wisconsin }
 }ss.
County of Waukesha }

Personally came before me this ____ day of _____ the above named Darlene Igl, who executed the foregoing instrument.

Notary Public
Commission expires: _____

SCHEDULE OF EXHIBITS

- EXHIBIT A** *Legal Description ~~and Certified Survey Map (CSM-PT)~~*
- EXHIBIT B** *Site Plan*
- ~~**EXHIBIT C** *Zoning RESTORE*~~
- EXHIBIT D** *Final Condominium Plat*
- EXHIBIT E** *Plans and Specifications*
- EXHIBIT F** *Storm Water Easement*
- ~~**EXHIBIT F 1** *Joint Storm Water Management Facility Maintenance Agreement with
Developer of tract south of Lot 1 (Pond)*~~
- ~~**EXHIBIT F 2** *Storm Water Management Facility Maintenance Agreement for
Paradise Trails Project except for area subject to F-1*~~
- ~~**EXHIBIT F 3** *????*~~
- ~~**EXHIBIT G** *Temporary Access Easement*~~
- ~~**EXHIBIT H** *Phase I Evaluation RESTORE*~~
- ~~**EXHIBIT I** *Public Access Easement RESTORE*~~
- ~~**EXHIBIT J** *Permanent Access/Maintenance Easement RESTORE*~~
- EXHIBIT K** *Condominium Declarations and Restrictions*
- ~~**EXHIBIT L** *Fire Hydrant and Water Meter Pit Maintenance Agreement{???*~~
- ~~**RESTORE?????**~~

DECLARATION OF CONDOMINIUM FOR EAGLE RESERVE CONDOMINIUM

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23. CONSTRUCTION OBLIGATION AND REPURCHASE RIGHTS.
24. GENERAL PROVISIONS.

EXHIBIT A Land Legal Description

EXHIBIT B Condominium Plat

DECLARATION OF CONDOMINIUM FOR EAGLE RESERVE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR EAGLE RESERVE CONDOMINIUM (the "Declaration") is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by EAGLE RESERVE, LLC, a Wisconsin limited liability company, (hereinafter "Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the small residential condominium 703.02(14m) of the Wisconsin Statutes and the following sections apply to it: 703.365(2), (3), (4), (5), (6), (7), and (8).

Declarant, as the sole owner of the Land described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon all easements, rights, and appurtenances thereto (hereinafter referred to as "The Property") hereby submits and subjects said Property to the condominium form of ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and all parties hereafter having any interest in the Property.

2. NAME.

The name of the condominium created by this Declaration ("Condominium") shall be **EAGLE RESERVE CONDOMINIUM**.

3. LEGAL DESCRIPTION.

The real property comprising the Property (the "Land") which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on **EXHIBIT A** attached hereto and incorporated herein.

4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "**ASSESSMENTS**" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses and other charges.
- (b) "**ACC**" shall mean the Architectural Control Board as established by the Declarant.
- (c) "**ASSOCIATION**" shall mean and refer to **EAGLE RESERVE CONDOMINIUM ASSOCIATION, INC.** a corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.

- (d) "**BUILDING**" shall mean any freestanding structure constructed or to be constructed upon the Property containing Units.
- (e) "**BY-LAWS**" means the by-laws of the Association.
- (f) "**COMMON ELEMENTS**" shall mean all portions of the Condominium other than Units.
- (g) "**DECLARANT**" shall mean and refer to Eagle Reserve, LLC and its successors and assigns.
- (h) "**EXPANSION REAL ESTATE**" means the real property together with all buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, which may be added in whole or in part at any time in accordance with the provisions of this Declaration and the Act.
- (i) "**LIMITED COMMON ELEMENTS**" shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.
- (j) "**MAJORITY**" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.
- (k) "**MORTGAGE**" shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.
- (l) "**MORTGAGEE**" shall mean the holder of any Mortgage or any land contract vendor.
- (m) "**OWNER**" shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee, but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.
- (n) "**PERCENTAGE INTEREST**" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 9, below.
- (o) "**PERSON**" shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.
- (p) "**PLAT**" shall mean the condominium plat of the condominium a copy of which is attached hereto as **EXHIBIT B**, being recorded pursuant to the Act contemporaneously with this Declaration, as the same may be amended from time to time.
- (q) "**RULES AND REGULATIONS**" means the Rules and Regulations of the Association, and as amended from time to time.
- (r) "**UNIT**" shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as further defined herein.
- (s) "**UNIT NUMBER**" shall mean the number identifying a Unit.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 UNIT IDENTIFICATION. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium Plat. Every deed, lease, mortgage or other instrument may

legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units shall be set forth upon establishment of the shared driveway.

5.2 DESCRIPTION OF UNITS.

(a) The Initial Condominium shall consist of two (2) units (individually, a "Unit" and collectively, the "Units"). Units are identified by number as indicated on the Condominium Plat. Each Unit and common area to which it has access are shown on the Condominium Plat.

(b) A "Unit: includes the building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors, and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Unit shall also include the portion of the land associated with said Unit as depicted within the boundaries set forth on the Condominium Plat. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also consist of a garage and outbuilding, which are intended for individual, private use, each comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building, together – with porches, patios, balconies and other appurtenant and related structures and equipment shown as related on the Condominium Plat. The garage and outbuilding shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained.

(c) If any portion of the common elements or limited common elements (as hereinafter defined) shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of any improvements or as a result of settling or shifting of any improvements, a valid easement for the encroachment and for its maintenance shall exist so long as the improvements, common or limited elements exist.

5.3 DECLARANT'S RIGHT TO CHANGE PLANS. Declarant reserves the right to change, with the approval of the Unit Owners or the Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat, which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements.

6. EXPANSION OF CONDOMINIUM

6.1 Option to Expand. The Declarant, its successors and assigns hereby expressly reserves an option to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will

expand or construct any part or all of the Condominium and no Unit Owner or other person shall have the right to require the same. The option to expand is subject to the following:

- (a) the maximum number of Units in the Condominium as expanded will not exceed 12.
- b) each time Declarant desires to exercise its right to expand, Declarant shall execute and record an amendment to this Declaration, and an Addendum to the Condominium Plat which shall describe the portion of the Expansion Real Estate to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the percentage Interest of each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the condominium as expanded.
- (c) the Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Real Estate, including without limitation the Common Elements, Limited Common Elements, building size, and the Units; provided, however, the improvements to the Expansion Real Estate shall be completed in a manner which is substantially similar in quality and workmanship to the improvements theretofore subject to this Declaration. The Expansion Real Estate added to the Condominium shall be subject to the same use restrictions contained herein.
- (d) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.
- (e) in the event the Condominium is expanded, the Percentage Interest shall be adjusted as set forth herein and the Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium document shall be adjusted according to the then existing needs of the Condominium.
- (f) in the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the Amendment to this Declaration which adds the Units to the Condominium, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration

6.2. Consent. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to:

- (a) agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium; and
- (b) acknowledge that the Expansion Real Estate or parts thereof may be developed for uses other than as part of the Condominium.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The common elements shall include the initial portion of the shared driveway as depicted on the Condominium Plat, the diversion ditch serving the Land, and all easement areas as

identified on the condominium plat. By way of explanation but not by way of limitation, the common elements shall include:

(a) Shared Driveway as depicted and described on the Condominium Plat recorded on _____, as Document No. _____;

(b) The diversion ditch as depicted and described on the Condominium Plat recorded on _____, as Document No. _____;

(c) The easement areas as depicted and described on the Condominium Plat recorded on _____, as Document No. _____;

The common elements shall be operated, repaired and maintained by and at the expense of Eagle Reserve Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment.

Each Owner shall have the right to use the Common Elements, except for Limited Common Elements not appurtenant to their Unit, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use, occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, his/her family members, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, By-Laws and the Rules and Regulations.

7.3 Easements.

Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited for the installation, repair, maintenance, use, removal and/or replacement of water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

8. LIMITED COMMON ELEMENTS

The limited common elements shall include the northern portion of the shared driveway as depicted on the Condominium Plat.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in Common with all other Unit Owners and, except as otherwise limited by the Act, this Declaration, the By-laws, and the Rules and Regulations, shall have the right to use and occupy the Common Elements (other than Limited Common Elements not appurtenant to the Unit Owner's Unit) for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. The Percentage Interest in Common Elements shall be determined by dividing one (1) by the number of Units then included in the Condominium, except as modified by merger or separation of units per section 21 of this Declaration.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as Eagle Reserve Condominium Association, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of the Act, this Declaration and the By-Laws and Rules and Regulations including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association, except as modified by merger or separation of units per section 21 of this Declaration, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration (including section 15.13 hereof) and/or otherwise allowed by law. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any other Owner(s) of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple Owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications, prohibitions and obligations of the members relative to voting may be further set forth in the Articles of Incorporation and/or the By-Laws of the Association.

10.3 Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium until the first Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. Except as provided in Section 10.4, after the first Unit has been sold by Declarant to any person other than Declarant, the association will be established among Unit owners and the condominium will be controlled by the association.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors"). All unit owners shall be entitled and required to be a member of the association. The association may be incorporated as a non-profit corporation or limited liability company under the laws of the state of Wisconsin.

10.5 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for the Condominium

common elements. All amounts payable by the Association to under such contracts shall be chargeable to the Owners as a Common Expense.

10.6 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the Common and Limited Common Elements and facilities by the Unit Owners and occupants. Such Rules and Regulations of the Association shall not be inconsistent with the terms of the Declaration or the documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such Rules and Regulations. A violation of any such Rules or Regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The Rules and Regulations may be adopted, altered, amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote, provided that no Rule or Regulation adopted by the members shall be amended or repealed by the Board of Directors if the Rule or Regulation so adopted so provides.

11. RESIDENTIAL PURPOSE.

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and/or Rules and Regulations. The use of Units and Common Elements is further subject to the following:

(a) A Unit may not be leased except for a term of no less than three hundred sixty-five (365) days. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names, telephone number, and email address, and such Owner shall notify the Association prior thereto of the Unit Owner's forwarding address and of a telephone number and email address where the Unit Owner can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the By-laws, and/or the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and/or the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws and/or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Assessments and Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations

of the Association, including but not limited to a limit on the percentage of Units that are not owner occupied.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than three hundred sixty-five (365) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) Parking shall be limited to the private driveway or garage of each unit. Parking of any motor vehicle is not permitted on the shared driveway at any time.

(e) Pets are permitted, subject to conditions, restrictions and prohibitions as set forth by the Village of Hartland.

(f) A Unit Owner may not plant any flowers, vegetables, trees, shrubbery or other plants in any Common Element unless specific written approval is provided by the Association. Such approval may be granted or denied at the sole discretion of the Association. If planting approval is granted, the Association shall have the right to remove, dispose of, relocate, trim and/or prune any such planting as it may thereafter determine, in its sole discretion, at unit owner expense. Approval, if granted, may include restrictions.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit, including the land owned by the Unit as depicted in EXHIBIT B. The only exception is that the cost associated with maintenance and snow removal on the shared driveway and maintenance of the diversion ditch will be maintained by the Association and charged to the Unit Owners as a Common Expense. If a Unit Owner fails to discharge his obligations pursuant to this Section 12.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By- Laws, and/or the Rules and Regulations shall be charged to the Unit Owners as a Common Expense.

12.3 Prohibition Against Structural Changes by Owner. A Unit Owner is permitted to make or may permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located without consent given that these alterations are not made within 25 feet of the boundary line of that Unit. Any addition of a fence or structure (building, pool, etc.) within 25 feet of the other Unit must be agreed upon by both units. A Unit Owner shall not, without written affirmation from the Association, make any structural alterations, or major changes or improvements to any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.4 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within their Unit.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event the common element improvements, including, without limitation, the shared driveway and diversion ditch serving the Condominium are destroyed or damaged, action by the Association by vote of 100% of all Unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the common element improvements.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than 100% of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest, and shall be distributed in accordance with the priority interests in each Unit.

14. INSURANCE.

The Association shall obtain and maintain comprehensive coverage insurance on the General Common Elements and Limited Common Elements ("Covered Elements") in an amount not less than the full replacement value of the of the Covered Elements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain comprehensive insurance coverage for all buildings, outbuildings, and land directly associated with each Unit as well as for personal property located therein for not less than the full replacement value thereof. Association Insurance coverage shall be written in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent the Board determines it is reasonably possible at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors of the Association at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value. The amount of protection and the types of hazards to be covered shall be reviewed by the Board annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.

In the event of partial or total destruction of all or part of the Condominium insured hereunder, and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided in Section 13.2.

If insurance coverage is available to combine protection for the Association and some or all of the Unit Owners' personal property, located on or about the individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners may or may not be given the option to refuse participation in such combined insurance. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at the unit owner's expense, from obtaining any additional insurance coverage on the Unit.

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit. The Association shall also provide workman's compensation insurance when appropriate, and may provide directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage, as is determined by the Board of Directors to be necessary or advisable from time to time.

All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide, unless waived by the Association.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessment. The Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, the share of the Common Expenses of Association assessed against such Owner, as well the Unit itself. Except as otherwise provided herein, "Common Expenses" shall be any and all expenses incurred by the Association in connection with the management of the Condominium, the maintenance and repair of the Common Elements and administration of the Association, which shall include, by way of illustration and not limitation, insurance, management services, landscaping, snow removal on the shared driveway, maintenance of the diversion ditch, and other amenity maintenance and servicing, reserves, capital improvements, office supplies and such other reasonable and necessary expenses as determined by the Association's Board of Directors from time to time. Such Assessments shall be fixed, established and collected from time to time in the manner provided in the By-laws. No Unit Owner may exempt them self from any Assessment by waiver of use and enjoyment of any of the Common Elements or by abandonment of their Unit.

15.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and such other purposes as are permitted by the terms of the Board of Directors of the Association. Notwithstanding the foregoing, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.3 General Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the General Assessment, which shall include reserves for replacement of Common Elements.

15.4 Water and Sewer Billing. Individual metering of each Unit in Eagle Reserve Condominium and individual Utility billing to Units will be required upon purchase of the unit. Expenses associated with converting Units to individual unit metering are to be paid by the Unit owner.

15.5 Special Assessments. In addition to the General Assessments authorized above, the Association may levy Special Assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration, By-laws and/or Rules & Regulations.

15.6 Special Assessments Against a Particular Unit. Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

- (a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;
- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;
- (d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;
- (e) Interest due on General Assessments and Special Assessments;
- (f) Forfeitures and other penalties as provided for in the By- Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit Owner to perform delegated maintenance.

(h) Sums due the Association under the Declaration, the By- Laws, or the Rules and Regulations, including, among others, those pursuant to Sec. 8.2 and/or Sec. 19.1 of this Declaration.

(i) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.7 Working Capital. Each purchaser of a Unit from Declarant shall pay to the Association, at time of conveyance of the Unit by Declarant, for working capital purposes, a sum equal to two hundred dollars (\$200.00), to be allocated for such purposes as the Association may determine in its discretion. As long as Declarant is in control of the Association, Declarant shall not use any of said working capital funds to defray Declarant's expenses or construction costs.

15.8 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Units subject to Assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.9 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in quarterly installments and the quarterly installments shall commence as to each Unit on the date of the conveyance of said Unit by the Declarant. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall have the authority to modify Assessments during any fiscal year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

15.10 Declarant's Obligation for Common Expenses During Period of Declarant Control.

Notwithstanding anything to the contrary herein, as set forth during the period of Declarant control of the Association as described in Section 10.3 above and under Sec. 703.15 (2)(c), Wis. Stats., no General Assessments shall be assessed against any Unit owned by Declarant for any time period prior to the first day of the first month following the commencement of actual occupancy of the Unit for residential purposes. During the period of Declarant Control, however, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget. The Declarant is liable for the balance of the actual common expenses.

15.11 Lien for Assessments. All Assessments, when due, together with interest thereon and actual costs of collection, as provided herein, shall become a personal liability of the Unit Owner and also a lien, until paid, on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- (a) Liens of general and special taxes; and
- (b) A Lien for all sums unpaid on a first Mortgage, or on any

Mortgage to the Declarant, duly recorded in the Waukesha County, Wisconsin, Register of Deeds Office, prior to the making of such Assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the Assessment;

(d) All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and

(e) A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit of any obligation under the this Declaration, the By-Laws or the Rules and Regulations, which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.12 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. Any Assessment or installment thereof not paid within ten (10) days after the due date shall incur a late fee of 10% of the amount due. An additional 10% fee will be assessed for each month that such assessment is not paid.

All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by

applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

In order to ensure transparency while the Condominium consists of two units, each unit will be provided verification of deposit of quarterly dues and/or assessed late fees via monthly sharing of the Association's bank statements.

15.13 Sale or conveyance. The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any Assessments which thereafter become due or from the lien thereof.

15.14 Prohibited Voting. A Unit Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

15.15 Statutory Reserve Account. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein

both the Unit owner's interest in the Unit and the corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities. Easements may hereafter be declared and granted through or over the Common Elements by the Association, provided, however, that as long as Declarant owns any unsold Unit, no easement shall be granted by the Association without Declarant's prior written consent. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed by or with the consent of Declarant over, under, along and on any part of the Units, Common Elements and Limited Common Elements and facilities.

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Condominium Plat, By-laws, or Rules and Regulations, until Declarant shall have constructed and sold all Buildings and Units, completed all improvements to the Common Elements and satisfied all of its rights and obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Real Estate or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

18.3 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

18.4 Access Utility and Storm Water Easements. The Condominium Plat for Eagle Reserve Condominium sets forth various easements, including, but not necessarily limited to, Utility, Access, Sanitary Sewer, Water Main, Storm Water Management Access, and Drainage Easement areas. All of said easement areas are for the use and benefit of the lands within Eagle Reserve Condominium, as described on the attached **Exhibit A**. To the extent said easement areas are within lands now or (after

expansion of the Condominium) hereafter included within Eagle Reserve Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the lands described on the attached **Exhibit B**. A separate document titled "Eagle Reserve Easement Agreement" may be executed and recorded for the purpose of further documenting and defining said easements, including but not limited to maintenance and repair responsibilities, and for the purpose of preventing the termination of the easements in the event of the amendment of this Declaration and/or termination of the condominium status.

18.5. Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Declarant, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. ARCHITECTURAL CONTROL.

19.1 Architectural Control Authority. Architectural Control authority shall be through the association in accordance with any architectural restrictions as stated in the by-laws, if any. All buildings shall be subject to the Village of Hartland ordinances as regulated through the building permit process.

19.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.

19.3 Building and Use Restrictions.

(a) The Units shall be used solely for single family residential purposes. One single family residence may be constructed within each Unit, in accordance with the building standards and restrictions set forth in this Section. A Unit shall not be used for any commercial purpose, except home offices, indoor storage of equipment, and occupations as permitted by the Rules and Regulations.

(b) All buildings, structures and improvements constructed or installed within a Unit, other than a driveway extending to the shared driveway located within the common elements, shall be located within the Building Site for such Unit as shown on the Condominium Plat. The owner of the Unit shall have the right to modify and/or relocate the Building Site within any Unit, as shown on the Condominium Plat, provided the Building Site maintains compliance with the Village of Hartland building and zoning regulations.

(c) No building or improvements shall be constructed, erected or placed within a Unit without the prior determination by the Board of Directors of the Association that the building or improvements comply with the building standards and restrictions set forth in this Section. All single-family residences constructed within a Unit shall be subject to the following standards and restrictions:

(d) Only one single-family home building not to exceed two stories in height may be constructed within each Unit. The following types of buildings within Units shall have the following minimum sizes:

HOME TYPE:

One story
More than one story

MINIMUM SIZE:

2,000 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC.

(i) Driveways. All private drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

(ii) Curbing & Roadways. Unit Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Declarant is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that this may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways and curbing, if the Declarant is notified by the Municipality that curbing needs replacement, the owner of the Lot shall be responsible for costs associated with the replacement of the damaged curbing.

(iii) All utility lines, pipes and conduits bringing service to the improvements located within a Unit and, to the extent possible, all utility lines, pipes and conduits bringing utility services to the Condominium shall be located underground.

20. MORTGAGEE RIGHTS. Mortgagees of Units shall have the rights set forth below. In the event any provision of this Article conflict with any other provision of this Declaration, The Articles of Incorporation of the Association, or the By-Laws of the Association (collectively, the "project documents"), the provision more favorable to a Mortgagee shall control. If any provision of this Article conflicts with any required minimum provision of the Act, the more restrictive provision shall control. Mortgagee Rights are as follows:

20.1 Right of 1st Refusal. No right of first refusal in the condominium project documents shall adversely impact the rights of a mortgagee or its assignee to:

- **20.1.1** Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage;
- **20.1.2** Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
- **20.1.3** Sell or lease a Unit acquired by the mortgagee or its assignee.

20.2 Amendments to Project Documents. Amendments to the project documents of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages. Amendments to annex property and/or Units to the Condominium pursuant to Section 6 of this Declaration shall not be deemed or construed as amendments of a material adverse nature to mortgages.

20.3 Termination of Condominium. Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, or for other reasons, must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.

20.4 Implied Approval Presumed. If otherwise allowed by law, implied approval by a mortgagee shall be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

20.5 Right to Notice. Any mortgagee of a Unit, and any guarantor of the mortgage, upon the submission of a request to the Association in writing delivered to the Registered Agent of the Association, shall be entitled to receive timely written notice from the Association of the following matters:

20.5.1 Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

20.5.2 Any 60-day delinquency in the payment of assessments or charges owned by the Owner of any Unit on which it holds the mortgage;

20.5.3 Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.5.4 Any proposed action that requires the consent of a specified percentage of mortgagees.

21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion, and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation, merger or separation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

A reallocation of boundaries between adjoining Units shall not result in any change in the number of votes, the Percentage Interests, or responsibility for Association expenses and assessments for either Unit. In the event two adjoining Units are merged into one Unit, the resulting Unit shall have the same

number of votes at meetings of the Association as the total number of votes assigned to the two previous Units (a total of 2 votes, 1 for each of the original Units), and shall have the same undivided Percentage Interest in the Common Elements as the total undivided Percentage Interest applicable to the two previous Units. To avoid any increased burden for Association expenses on other Units and the owners thereof, the resulting merged Unit shall be responsible for the same share of Association expenses and assessments (both Annual and Special) as the total which would have been applicable to the two Units if they had not been merged. If a merged Unit is later separated into 2 units, each of the 2 separated Units shall then have the originally allocated vote, Percentage Interest, and assessment responsibility.

22. CONDEMNATION

In the event of a “taking under the power of eminent domain” as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the By-laws or, if not provided for in the By-laws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining

Priority of Insurance Proceeds. Neither a Unit Owner nor any other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

23. Construction Obligation and Repurchase Rights

Construction Obligation:

Each Owner shall promptly begin, diligently pursue and ultimately complete construction of the Building and other improvements on its Building Pad pursuant to approved plans by the Village of Hartland Building Inspector.

In the event that construction of improvements has not been commenced within one (1) year after the date of closing of the initial sale of a Building Pad by Declarant, then, until such construction is commenced, the Declarant shall have the option of repurchasing the Building Pad from the Owner (the "Commencement Option"). Commencement of construction is defined to mean that footings and foundation have been poured. To exercise the Commencement Option, the Declarant shall provide written notice of exercise of the Commencement Option (the "Notice") to Owner at Owner's last known address, including the date of repurchase closing. Notice shall be deemed to be received two days after deposit of the notice, postage prepaid, in the U.S. mail. The repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice.

If after commencing construction work on any Building Pad, construction ceases for a period of one hundred eight (180) consecutive days at any time before the substantial completion of construction as provided in Owner's approved plans ("Cessation of Construction"), the Declarant shall each have the option to repurchase the Building Pad from the Owner at any time prior to obtaining an occupancy permit (the "Construction Option"). To exercise the Construction Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice. "Substantial completion of construction" means that construction has been completed to a point that a certificate of occupancy could be obtained. If Owner does not complete construction of the improvements as described in the approved plans and obtain an occupancy permit for the improvements within two (2) years after the date of closing of Owner's purchase of the Building Pad from Declarant the Declarant shall have an option to repurchase the Building Pad from the Owner (the "Completion Option") at any time thereafter but prior to obtaining an occupancy permit. To exercise the Completion Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after deliver of the Notice on the date specified in the Notice.

Terms of Repurchase:

If the Declarant exercises any of the options described above, at repurchase closing the Owner shall tender a warranty deed free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements for public utilities and these Declaration in exchange for a sum equal to Owner's original purchase price for the Building Pad from Declarant less any unpaid real estate taxes, the proration for the then current year's real estate taxes, and the title insurance premium. Owner shall provide the party exercising the option with a title insurance policy for the full amount of Owner's purchase price.

In the event of repurchase as provided in this section, Owner shall also be liable to the Declarant for all reasonable costs and expenses incurred in retaking and restoring the Building Pad to marketable condition, and such costs and expenses shall be deducted from the amount of the purchase price paid to the Owner. Owner shall be deemed to consent to enforcement of the options described on the above terms by specific performance.

24. GENERAL PROVISIONS.

24.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. Failure

to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all applicable rules, codes, regulations, and ordinances of the Village of Hartland, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By-laws and Rules and Regulations and any provision of the City, County, State or federal law or regulation, the more restrictive provisions shall apply.

24.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

24.3 Termination. This Declaration may be terminated in the manner allowed by the Act as of the time of termination.

24.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing and emailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it, emailing it or having it delivered personally to such address as is on file with the Association.

24.5 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to term, covenant, condition or restriction, shall not be deemed a waiver of same, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24.6 Amendments. This Declaration may be amended in the manner allowed by the Act at the time of amendment (to the extent not subject to further restrictions as set forth in this Declaration); provided, however, that, as long as Declarant owns any unsold Unit and so long as the Condominium is subject to expansion as set forth in Section 6 above, no Amendment to this Declaration shall be effective unless consented to in writing by Declarant.

24.7 Registered Agent. Shawn Hoppe is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: 320 Prospect Ave, Hartland, WI, 53029. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and address of the registered agent are set forth in Sec. 703.23, Wis.

Exhibit A

LEGAL DESCRIPTION:

Lot Two (2) of Certified Survey Map No. 11400, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on January 11, 2016, as Document No. 4186156, being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Thirty-five (35), Township Eight (8) North, Range Eighteen (18) East, in the Village of Hartland, County of Waukesha, State of Wisconsin.

Darlene Igl

From: Hector de la Mora <hector.delamora@vonbriesen.com>
Sent: Wednesday, October 19, 2022 3:08 PM
To: Darlene Igl
Cc: Ryan Bailey; Dave Felkner; Amtmann, Ryan; Scott Hussinger; Trace P. Hummel; jroskopf@gmail.com
Subject: PUD Agreement for the Hammer/Wolf/Hoppe Site
Attachments: PUD agreement (tracked rev of village form) {HdIM Edits 10-7 & 19-22}.DOCX; Eagle Reserve Declaration of Condominium as reviewed by HdIM as of 10-19-22.PDF

All—

Here are my track changes to the PUD Agreement version submitted by the Developer.

In a number of instances, I have indicated [???? ????] to mean that this should be commented on by the Village Board and Plan Commission and all staff copied on this e-mail.

With respect to the Condominium Declaration, I recommend the following:

1. Delete all of section 6 because the village has advised me that it will only allow two units on the Hammer parcel;
2. Section 7.2, 7.3 or Section 18 need to include details about the PUBLIC EASEMENT that is to be created simultaneously with the filing of the Condo Plat to provide ingress and egress access to and for utility easements to adjoining land;
3. Need to clarify exactly what the limited common element includes;
4. Section 9 needs to be simplified to state that each of the units have a 50% ownership.
5. Section 15.7 should have a greater amount of “working capital”;
6. Section 21 needs to be removed from the Declaration; see item 1. above.

I reserve the right to recommend any other edits depending on the responses provided by Developer to all of my other editing suggestions.

Hector

Hector de la Mora | Attorney
von Briesen & Roper, s.c.

20975 Swenson Drive, Suite 400
Waukesha, WI 53186

Direct: 262-784-5418

Fax: 262-784-0975

hector.delamora@vonbriesen.com | [vcard](#) | [bio](#)
vonbriesen.com

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**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

To: Village Board	Date: 10/13/2022
Submitted By: Chief Torin J. Misko	
Subject: Waukesha County All Hazard Mitigation Plan	

Details: Waukesha County Emergency Management needs to update the Waukesha County All Hazards Mitigation Plan every five years. The plan was reviewed and updated in 2021 with involvement with local municipalities to include staff and village board members from the Village of Hartland. The Wisconsin Emergency Management and Federal Emergency Management Agency (FEMA) have reviewed the Waukesha County All Hazards Mitigation Plan and approved it. The Village of Hartland is required by FEMA to adapt the plan as a condition of future grant funding for mitigation projects under FEMA pre- and post-disaster mitigation grant programs.

Financial Remarks: None

- Options & Alternatives:**
1. Approve the Resolution to adopt the Waukesha County Hazard Mitigation Plan.
 2. Do not approve the Resolution to adopt the Waukesha County Hazard Mitigation Plan.

Executive Recommendation: Approve the Resolution to adopt the Waukesha County Hazard Mitigation Plan.

Village of Hartland
Resolution to Adopt the
Waukesha County All Hazard Mitigation Plan

FISCAL IMPACT: NONE

WHEREAS, the Village of Hartland recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted all hazard mitigation plan is required by FEMA as a condition of future grant funding for mitigation projects under FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Village of Hartland participated jointly in the planning and update process with Waukesha County and other local units of government to prepare an All Hazard Mitigation Plan, which was made available for review and will reside permanently in the Waukesha County Office of Emergency Management; and

WHEREAS, the Wisconsin Emergency Management and Federal Emergency Management Agency, Region V, officials have reviewed the 2021 update and approved it contingent upon this official adoption of the participating governing body; and

NOW THEREFORE IT IS HEREBY RESOLVED that the Village of Hartland hereby adopts the 2021 Waukesha County All Hazards Mitigation Plan as an official plan, and do hereby endorse and agree to participate in the implementation of the Waukesha County All Hazard Mitigation Plan as it applies to this jurisdiction.

Passed this ____ day of _____ 2022

Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, MMC/WCPC, Village Clerk



FEMA

August 25, 2022

Ms. Guenevere Drewes
State Hazard Mitigation Officer
Wisconsin Emergency Management
2400 Wright Street, P.O. Box 7865
Madison, WI 53707-7865

Dear Ms. Drewes:

Thank you for submitting the adoption documentation for the Waukesha County, Wisconsin Hazard Mitigation Plan. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Waukesha County plan met the required criteria for a multi-jurisdiction hazard mitigation plan and the plan is now approved for Waukesha County. Please submit the adoption resolutions for any remaining jurisdictions who participated in the planning process.

The approval of this plan ensures continued availability of the full complement of Hazard Mitigation Assistance (HMA) Grants. All requests for funding, however, will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted.

We encourage Waukesha County and the participating jurisdictions to follow the plan's schedule for monitoring and updating the plan, and to continue their efforts to implement the mitigation measures. The expiration date of the Waukesha County plan is five years from the date of this letter. To continue project grant eligibility, the plan must be reviewed, revised as appropriate, resubmitted, and approved no later than the plan expiration date.

Please pass on our congratulations to the participating jurisdictions for completing this significant action. If you or the communities have any questions, please contact Cadence Peterson at 312-408-5260 or at cadence.peterson@fema.dhs.gov.

Sincerely,

Julia McCarthy
Deputy Director
Mitigation Division

Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan Update

Executive Overview
July 2022

The Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan (Plan) was submitted to Wisconsin Emergency Management (WEM) and FEMA for review and approval in March of this year. FEMA guidance (Disaster Mitigation Act of 2000) requires that the Plan be updated every five years.

Waukesha County Emergency Management updated the 2016 Plan, which now includes 41 participating jurisdictions. The plan received FEMA's Approval Pending Adoption (APA) status on May 25, 2022. The county and participating jurisdictions must now adopt the plan, within one year of the aforementioned date, to have a FEMA-approved hazard mitigation plan and be eligible for funding through the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities (BRIC) program, and the Flood Mitigation Assistance (FMA) program.

The planning area for the hazard mitigation plan encompasses Waukesha County and includes the incorporated and unincorporated jurisdictional areas of the county.

Adoption of the Plan makes participants eligible to apply for grants funds, and FEMA requires that each participating partner adopt the plan by resolution.

The following represent key elements from the Plan update:

- This plan includes all federally required elements of a hazard mitigation plan:
 - A description of the planning process
 - The public involvement strategy
 - A list of goals and objectives

WHAT IS THIS PLAN?

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability and minimize post-disaster community disruption.

WHY IS THIS PLAN SO IMPORTANT?

Adoption of the Hazard Mitigation Plan makes participants eligible to apply for grant funds through the Building Resilient Infrastructure and Communities Program, Flood Mitigation Assistance Program and Hazard Mitigation Grant Program.

- A countywide hazard risk assessment
- Countywide mitigation initiatives
- A plan maintenance strategy

This plan has been set up in two volumes so that elements that are jurisdiction-specific can easily be distinguished from those that apply to the whole planning area:

Volume 1 includes all federally required elements of a disaster mitigation plan that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment, mitigation strategy, and a plan maintenance strategy. The following appendices at the end of Volume 1 include information or explanations to support the main content of the plan:

- Appendix A - Notice of Endorsement & Adoption
- Appendix B - Public Outreach & Participation
- Appendix C - Mitigation Project Examples
- Appendix D - Federal Funding Sources and Programs
- Appendix E - Benefit-Cost Analysis Guidance
- Appendix F - Acronyms and Definitions

Volume 2 includes all federally required jurisdiction-specific elements, in annexes for each participating jurisdiction.

- 41 total jurisdictions participated in the 2022 Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan.

Jurisdiction	Involvement
Waukesha County	Meetings; Mitigation Steering Committee Leadership; Mitigation Actions/Projects
Brookfield City	Meetings; Mitigation Actions/Projects
Delafield City	Meetings; Mitigation Actions/Projects
Muskego City	Meetings; Mitigation Actions/Projects
New Berlin City	Meetings; Mitigation Actions/Projects
Oconomowoc City	Meetings; Mitigation Actions/Projects
Pewaukee City	Meetings; Mitigation Actions/Projects
Waukesha City	Meetings; Mitigation Actions/Projects
Big Bend Village	Meetings; Mitigation Actions/Projects
Butler Village	Meetings; Mitigation Actions/Projects
Chenequa Village	Meetings; Mitigation Actions/Projects
Dousman Village	Meetings; Mitigation Actions/Projects
Eagle Village	Meetings; Mitigation Actions/Projects
Elm Grove Village	Meetings; Mitigation Actions/Projects
Hartland Village	Meetings; Mitigation Actions/Projects
Lac La Belle Village	Meetings; Mitigation Actions/Projects
Lannon Village	Meetings; Mitigation Actions/Projects
Menomonee Falls Village	Meetings; Mitigation Actions/Projects
Merton Village	Meetings; Mitigation Actions/Projects
Mukwonago Village	Meetings; Mitigation Actions/Projects

Nashotah Village	Meetings; Mitigation Actions/Projects
North Prairie Village	Meetings; Mitigation Actions/Projects
Oconomowoc Lake Village	Meetings; Mitigation Actions/Projects
Pewaukee Village	Meetings; Mitigation Actions/Projects
Summit Village	Meetings; Mitigation Actions/Projects
Sussex Village	Meetings; Mitigation Actions/Projects
Vernon Village	Meetings; Mitigation Actions/Projects
Wales Village	Meetings; Mitigation Actions/Projects
Waukesha Village	Meetings; Mitigation Actions/Projects
Brookfield Town	Meetings; Mitigation Actions/Projects
Delafield Town	Meetings; Mitigation Actions/Projects
Eagle Town	Meetings; Mitigation Actions/Projects
Genesee Town	Meetings; Mitigation Actions/Projects
Lisbon Town	Meetings; Mitigation Actions/Projects
Merton Town	Meetings; Mitigation Actions/Projects
Mukwonago Town	Meetings; Mitigation Actions/Projects
Oconomowoc Town	Meetings; Mitigation Actions/Projects
Ottawa Town	Meetings; Mitigation Actions/Projects
Lake Country Fire Dept	Meetings; Mitigation Actions/Projects
Eagle Springs Lake Management District	Meetings; Mitigation Actions/Projects
Western Lakes Fire District	Meetings; Mitigation Actions/Projects

- The **hazard identification and profiling** in the hazard mitigation plan addresses the following hazards considered to be of paramount importance within Waukesha County and listed in descending order of general risk to the county. It is important to note that the Disaster Mitigation Act of 2000 requires that all “**natural hazards**” be addressed in this plan. Hazard impacts were assessed in six categories: population exposure, catastrophic potential of the hazard, property damages, property exposure, future development trends, and economic potential of the hazard. The probability of occurrence of a hazard is indicated by a probability factor based on the likelihood of a “significant” incident occurring on an annual basis.

Hazard Event	Probability Factor	Sum of Weighted Impact Factors	Total (Probability x Impact)
Flooding	3	28	84
Tornadoes and High Winds	2	25	50
Winter Storms	2	24	48
Thunderstorms	3	15	45
Hail	3	13	39
Hazardous Materials Release	2	17	34
Extreme Cold	2	15	30
Utility Failure	2	15	30
Lightning	3	9	27

Earthquakes	1	24	24
Droughts and Dust Storms	2	10	20
Extreme Heat	2	10	20
Dam Failure	1	16	16
Forest and Wildfires	1	13	13
Political Hazard (Terrorism & Civil Disturbance)	1	13	13
Fog	2	6	12
Rail Transportation Incident	1	11	11

- One of the bedrock principles of emergency management is to approach issues from an all-hazards perspective. The planning committee used the all hazards approach to identify **mitigation goals** for the county and all of its municipalities. The purpose of the hazard mitigation plan is to identify hazard areas, assess the risks, analyze the potential for mitigation and recommend mitigation strategies, where appropriate. Potential mitigation projects will be reviewed using criteria that stress the intrinsic value of the increased safety for people and property in relation to the monetary costs to achieve this (i.e., a cost-benefit analysis). With that in mind, the planning goals for this entire plan, as determined by the mitigation planning committee are:

MITIGATION GOALS
<p>1. To preserve life and minimize the potential for injuries or death.</p> <ul style="list-style-type: none"> • Identify natural and manmade hazards that threaten life in Waukesha County.
<p>2. To preserve and enhance the quality of life throughout Waukesha County by identifying potential property damage risks and recommending appropriate mitigation strategies to minimize potential property damage.</p> <ul style="list-style-type: none"> • Implement programs and projects that assist in protecting lives by making homes, businesses, essential facilities, critical infrastructure, and other property more resistant to losses from all hazards. • Improve hazard assessment information to make recommendations for discouraging new development and encouraging preventive measures for existing development in areas vulnerable to natural hazards. • Protect life and property by implementing state-of-the-art standards, codes and construction procedures.
<p>3. To promote countywide coordination, planning, and training that avoids transferring the risk from one community to an adjacent community, where appropriate.</p> <ul style="list-style-type: none"> • Continue developing and strengthening inter-jurisdictional coordination and cooperation in the area of emergency services. • Continue to support and develop comprehensive mutual aid agreements. • Continue providing county and municipal emergency services with training and equipment to address all identified hazards.
<p>4. To identify potential funding sources for mitigation projects and form the basis for FEMA project grant applications.</p>
<p>5. Increase public awareness</p>

- Increase public awareness of existing threats and the means to reduce these threats by conducting educational and outreach programs to all the various community groups in the county.
 - Provide informational items, partnership opportunities and funding resource information to assist in implementing mitigation activities.
- The heart of the mitigation plan is the **mitigation strategy**, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy describes how the county will accomplish the overall purpose, or mission, of the planning process. In this plan, **mitigation actions/projects** were updated/amended, identified, evaluated, and prioritized.
 - A total of **209** mitigation projects were identified for Waukesha County and participating jurisdictions.
 - **113** new mitigation projects were identified as part of this update.



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

To: Village Board	Date: 10/18/2022
Submitted By: Chief Torin J. Misko	
Subject: Building Needs Assessment Request for Proposals (RFP) Reference Check	

Details: At the Village Board meeting on 10/10/2022, I was directed to complete a reference check on FGM Architects and Zimmerman Architectural Studios, which yielded the following results.

References for FGM Architects:

- City of Oconomowoc City Administrator Mark Frye and Chief of Police James Pfister.
- Village of Caledonia Village Administrator Kathy Kasper and Chief of Police Christopher Botsch.
- Village of Cottage Grove Village Administrator Matt Giese.

The references for FGM Architects relayed the following information. One reference stated that FGM Architects did great work and continues to be a great partner on their project. During their space needs analysis, it was clear that FGM had tremendous knowledge regarding how a police and fire facility should be configured and designed. They are currently under construction with their new building and so far, the team at FGM has been great to work with. Another reference said that they would not utilize FGM's services again. They said that their project started good, but a lot of things were missed as the project progressed causing expensive change orders. They felt the design was not well thought out which needed to be modified throughout the construction of their building. The other reference said that FGM has been great to work with on their Building Needs Study and provided them with well thought out options.

References for Zimmerman Architectural Studios:

- Grand Chute Police Chief Greg Peterson.
- Glendale Police Chief Mark Ferguson.
- Brown Deer Police Chief Peter Nimmer.

The references for Zimmerman Architectural Studios relayed the following information. One reference worked with Zimmerman on three separate projects, and they indicated that each project was an extremely positive experience, and they did a great job. Specifically, they worked with John Sabinash who was great to work with and was incredibly knowledgeable. They explained that Sabinash does more than listen to your needs; he provides feedback and makes suggestions, introducing ideas you haven't even considered, and the final product was amazing. The other two references stated that Zimmerman was easy to work with and did a great job. They both strongly recommended Zimmerman and Sabinash.

Financial Remarks:

1. FGM Architects = \$24,500 (An additional \$5,500 for each additional site concept design beyond those already identified) and approximately \$500 for reimbursable expenses for a total of **\$25,000**. Will credit \$7,500 if they are selected to complete the schematic design through construction administration.
2. Zimmerman Architectural Studios = **\$19,240**. Will credit \$5,100 for an onsite project and \$2,100 for an offsite project if they are selected to complete the schematic design through construction administration.

Options & Alternatives:

1. Select Zimmerman Architectural Studios.
2. Select FGM Architects.
3. Decide to not conduct the Building Needs Assessment.

Executive Recommendation: Approve the proposal from Zimmerman Architectural Studios.



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

To: Village Board	Date: 10/17/2022
Submitted By: Village Clerk Darlene Igl	
Subject: Appointment of Additional Election Inspectors	

Details:

Additional election inspectors will be necessary for staffing the November 8 election. I am requesting the appointment of the following individuals which include supplemental names provided by a political party.

Carolyn Birch
Jeffrey Birch
Cynthia DeCleene

Financial Remarks: None

Options & Alternatives:

Executive Recommendation: Appoint the additional Election Inspectors as requested

October 15, 2022

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

RE: 2023-2024 Engineering Services Agreement

Dear Mr. Bailey:

Following up on the Village Board training meeting on August 20, 2022, I am enclosing the proposed agreement for Village Engineering Services for 2023 and 2024.

We have been providing Village Engineering Services since 2009 utilizing seven similar and consecutive two-year agreements. There have been several changes with the Village Board and Staff roles over the last couple of years. R/M's team is very familiar with the Village's processes, standards, preferences, infrastructure systems and forthcoming projects. The following is a summary of discounts that we are offering to the Village of Hartland in consideration of the relationship that R/M has with the Village.

1. The rate charged by me as your Village Engineer is discounted by \$22/hour. This results in a discount of 10% from my normal hourly rate.
2. The rates proposed for 2023-2024 timeframe are R/M's normal hourly rates for 2023 and they will be locked in for 2024 as well. This results in an additional discount of about 2-3% for the entire year 2024.
3. The first hour of my attendance at the Village's monthly Plan Commission is provided at no charge.
4. Because of my proximity to the Village, I travel through the Village twice daily to get to our office. The Village does not get charged travel time or mileage expenses from me for the numerous times that I am stopping into the Village for meetings or to check on projects.

I offer the following as background information regarding key projects that have been completed during the last year, projects that are currently underway and key forthcoming projects in 2023-2024.

Annual Roadway Program

During 2021 and 2022, several roadways were paved within the Village including North Avenue, East Capitol Drive, Mary Hill subdivision, Woodlands subdivision, and Imperial Drive. In addition, the Village Hall lot has been repaved. During 2023, Cottonwood Avenue will be repaved and require our engagement with residents and business owners. We will utilize the same "rapid pave" approach that was used for North Avenue and Capitol Drive.

CIP Planning

During the 2019 CIP planning session with the Village Board, the Board expressed its interest in modifying the Village's roadway program to defer intensive roadway construction projects. The Board expressed that it was open to trying less expensive preventative maintenance measures to extend the useful life of roadways before they are paved. 2023 is a WisDOT roadway rating year. The Village will be required to perform the ratings of all roadway segments using the PASER ratings. R/M will perform these ratings. In addition, R/M

will utilize the roadway ratings and update the Village's roadway program using these additional factors as requested by the Board:

1. Utilization of preventative maintenance techniques should be included.
2. There should be a filter for higher volume streets and lower volume streets.
3. It is ok to allow the PASER rating to fall below 5.

R/M will work with Village Staff to prepare an updated CIP and road program by mid-year for the Board's use in entering the 2024 budget discussions.

Village's GIS

R/M has developed and cared for the Village's GIS since 2000. The GIS has transitioned over the years and is the online, map-based portal that houses critical information regarding the Village's infrastructure. Village staff utilizes the GIS to track conditions of infrastructure and it aids in the development of the Village's CIP. The system also assists the Village's DPW with conducting their day-to-day tasks.

SCADA

The SCADA (Supervisory Control and Data Acquisition) is the computerized nerve center for the operation of the Village's water wells, elevated tanks and sewage pumping stations. The SCADA has been developed and maintained by R/M for several decades. Village staff monitor the performance of these critical infrastructure systems from their cell phones. Emergency calls are routed directly to Village staff to allow them to diagnose problems or alarms, many times from their homes on off hours, so that they do not have to take the time to visit the site. R/M is one of the few firms able to provide 24/7 emergency response for the SCADA systems.

During 2023, the Village has budgeted to have R/M facilitate critical SCADA radio and control upgrades.

Sewer/Water

R/M has planned, designed, and overseen the construction of the Village's sewer and water systems for several decades. We maintain system wide models for the sewer and water system that allow us to monitor the capacity and foresee system bottlenecks. This knowledge allows us to efficiently forecast the need for system improvements to allow for population growth within the Village.

Recently we have reviewed the systems serving the potential Quarry redevelopment and identified cost effective alternatives to maximize the number of units to develop while minimizing the existing systems to function.

Additionally, we have recently modeled the STH 83 Water Main project to identify an alternative to save the Village \$500,000 in project costs to serve water to the Bark River Commerce Center.

New Developments

- *St Charles* – The expansion of the church has been in the planning stages for at least 5 years. Ryan has led the collaboration effort to allow the Village to route 50 acres of residential storm water through the St. Charles expanded storm water pond. This is an inexpensive improvement by St. Charles that will have the net impact of saving the Village significant money (approximately \$300,000) towards meeting the Village storm water requirements.
- *Siepmann Sandhill Development* – This development is in the northeast portion of the Village and had been contemplated for 10 years. Siepmann has begun the first phase of a 110-unit development with private infrastructure. The subsequent phase is anticipated to begin in the next couple years.
- *Northside Development* – There are several large tracts of agricultural land on the Village's north side that have potential for development. R/M has the background knowledge for serving these properties with sewer and water and will coordinate their approval processes so that the infrastructure fits within the Village's systems. In addition, R/M assisted the Village in securing a future water well site in the northeast area.
- *TEWS Pit Development* – There has been discussion about this area developing up to 450 units of multi-family. R/M is aware of the sewer/water capacity in this area to allow for this development to occur. This is a difficult site and will require thoughtful oversight by your Village Engineer.
- *Vilter Farm* – Should the Vilter Farm develop, the sewer service will need a dedicated pumping station. This pumping station should be set up so that the long-term operation and maintenance is funded by the neighborhood association, like Four Winds West.
- *Nixon Park Upgrades* – R/M has developed concept plans to increase parking, replace paved areas, improve traffic and pedestrian flow, provide new pickle ball and tee ball facilities, and reserve space for future bathroom/concession areas and a band shell. R/M will continue with the design and be intimately involved with overseeing construction to minimize disruption to Village residents and park goers.
- *Kwik Trip* – There may be a Kwik Trip developed at the WisDOT site near STH 83 and Palmer Road. This development will require comprehensive review and coordination with the potential quarry redevelopment.
- *Hartbrook Park Bridge Replacement* – The bridge over the Bark River in Hartbrook Park has been closed due to safety issues. R/M is performing design and permitting for a new bridge anticipated in 2023.

RSAC Fees

There are anticipated sewer improvements within the Village that are required that will allow for growth to occur. The Village's ordinance includes a RSAC (Regional Sewer Access Charge) provision to protect existing utility rate payers. R/M has the knowledge to substantiate the necessary improvements and updates the RSAC charge from time to time.

Impact Fees

R/M has worked in 2022 to update the Village's Impact Fees.

Construction Inspections

One of the most profound impacts that the Village can have to create longevity in its infrastructure systems is to make sure that the systems are built correctly from the start. The Mary Hill subdivision is a good case study that shows the impact of what can occur when compaction requirements are not met for utility trench backfill. 15 years after the construction was completed, the utility trenches along Greystone Boulevard suddenly settled. This caused a several hundred-foot, linear sink hole effect. This issue cost about \$100,000 to repair. This issue was caused by frozen material being placed in the trench. R/M was not the Village Engineer when this development was built.

Steve Pease is R/M's Senior Construction Review Technician that has provided the construction inspection within the Village since 2009. If one looks at the subdivisions that Steve has inspected (Sanctuary, Windrush, Four Winds West, Overlook Trails) as well as Sunnyslope Drive one will note that there are no signs of settling roadways in the developments. The specifications that are being utilized for backfilling trenches and constructing these roadways are tight and Steve does his job with a reputation of strictly following the specifications. Sometimes this results in complaints from contractors or developers. We are advocating for the Village and the longevity of its infrastructure.

STH 83 Water Main Rehabilitation

The water main along STH 83 under the marsh by the Bark River is a critical section of main that provides a loop to the industrial area on the Village's southside. This main is showing signs of age and needs replacement. R/M recently modeled additional alternatives and while working with the DPW Director, identified an approach/route (Lindenwood Avenue) which could save \$500,000 from the previously budgeted approach. This project is planned for Design in 2022 and Construction in 2023.

Stormwater MS4 Permit and Program

The Village has had a WDNR storm water permit since 2005. R/M has assisted the Village in pursuing and receiving \$750,000 in GRANT funds to complete a number of water quality related projects that have helped the Village towards meeting its permit requirements. In the forthcoming years, the Village will need to engage the approximately 50 private property owners that have storm water permits to perform inspections of their stormwater ponds. R/M is well positioned to utilize the GIS and engage these property owners to see that these inspections are performed. These efforts are under way in 2022 in coordination with the DPW Director and Village administrative staff.

Plan Commission

Ryan attends all Plan Commission meetings. Ryan's knowledge of the Village's ordinances, master plans, preferences and development goals allow him to bring a practical and dynamic viewpoint to the potential projects and discussions with prospective developers, Village staff and Plan Commissioners. In this way, Ryan functions like a facilitator to aid the Village in pursuing its development goals while doing so without compromising the Village's infrastructure systems.

Mr. Ryan Bailey
Village of Hartland
2023-2024 Engineering Services Agreement
October 15, 2022
Page 5

Get to Know Your Lake Country Village Engineer

Ryan Amtmann and his wife Julie moved to the Lake Country area in 2004. They have 3 children ages 15 (Jon), 18 (Kaitlyn), and 20 (Nick) whose lives have been positively influenced by the Hartland area. They went to Lake Country School and Arrowhead High School. Julie is a Physician Assistant caring for residents in the Hartland area at the ProHealth Care Clinic on Walnut Drive in Hartland.

Village Staff Transitions

Like many municipalities, the Village of Hartland has undergone significant change and transition of its Village Board and key staff members. The current Board and key staff work very well with R/M staff to serve the Village residents and businesses with quality infrastructure which stands the test of time. R/M wants you to know that we are adaptable and are committed to collaborating with you and Village Staff in a way that meets your needs, supports your team, and contributes to the high quality of life that embodies the Village of Hartland.

If you have any questions, please feel free to call me. I look forward to continuing to collaborate with you and your team.

Very Truly Yours,

RUEKERT & MIELKE, INC.



Ryan T. Amtmann, P.E. (WI, IL)
Vice President
ramtmann@ruekert-mielke.com

RTA:nah

Enclosures

cc: Peter W. Gesch, Ruekert & Mielke, Inc.

AGREEMENT FOR VILLAGE ENGINEER SERVICES FOR 2023 AND 2024 FOR THE VILLAGE OF HARTLAND

IT IS HEREBY AGREED that Ryan T. Amtmann, P.E., and the firm of Ruekert & Mielke, Inc. be appointed Village Engineer for the Village of Hartland pursuant to sec. 2-186 Village of Hartland Code of Ordinances and subject to the terms and conditions of this Agreement.

RECITALS

1. Village is a Wisconsin municipal corporation engaged in the practice of local government in Waukesha County, Wisconsin.
2. The Village Engineer has been engaged in and has had a great deal of experience in municipal and civil engineering.
3. Both parties are willing to enter into this Agreement.
4. For the above reasons, and in consideration of the mutual promises and agreements hereinafter set forth, Village and the Village Engineer agree as follows:

SECTION I: DUTIES AND RESPONSIBILITIES

Village hereby engages Ryan T. Amtmann and the firm of Ruekert & Mielke, Inc. as the Village Engineer for the Village of Hartland, Wisconsin, to perform the following duties and services.

1. To perform duties as identified in Exhibit "A" of this agreement including engineering for the Water and Sewer Utilities.
2. To perform such other municipal engineering duties and have such other responsibilities, not inconsistent with law, as shall from time to time be prescribed or directed.
3. To attend Village Board Meetings upon request and other requested meetings that may require the Village Engineer's expertise.
4. To be present at the Village of Hartland Plan Commission meetings.

The Village Engineer hereby accepts and agrees to such engagement, subject to the general supervision and pursuant to the order, advice and direction of the Village Board and Village Manager.

SECTION II: PRIMARY ENGINEER/ASSIGNABILITY

Ryan T. Amtmann shall be identified and shall serve as the Village Engineer. Other personnel in the firm may directly service the needs of the Village under the direction and coordination of Ryan T. Amtmann and with the consent of the Village.

SECTION III: TERM OF AGREEMENT

The term of this agreement shall be two years commencing January 1, 2023, and terminating December 31, 2024, subject, however, to prior termination as provided in Section IV. At least three (3) months prior to the expiration of this Agreement the Village and Village Engineer shall renegotiate the terms of this Agreement. In the event that mutually agreeable terms cannot be reached, then this Agreement shall terminate on December 31, 2024 as provided hereof.

SECTION IV: TERMINATION

Notwithstanding to the provisions of Section III above, either party upon written notice to the other party, may terminate this Agreement on the expiration of 30 days from the receipt of written notice.

SECTION V: COMPENSATION

The Village shall pay for the services provided under this Agreement at rates as listed in Exhibit "B". Ryan Amtmann will be billed at \$198/hour which represents a \$22/hour reduction from his standard billing rate for the term of this agreement. The R/M representative's time for the first hour of the Plan Commission meetings will not be charged.

- A. The Village Engineer shall submit to the Village Manager a detailed itemized statement each month reflecting the total time worked, who did the work, and the nature of the work performed in the previous month. The Village shall pay amounts due within thirty (30) days of the receipt of the itemized statement.
- B. The Village shall not provide secretarial services or employment benefits of any kind to the Village Engineer.
- C. The Village shall reimburse the Village Engineer for all disbursements the firm makes in connection with the services provided to the Village including such items as long distance telephone calls, mileage, postage, filing fees, and necessary copies.

SECTION VI: CONFLICT OF INTEREST

The Village Engineer shall not advise or represent any other client in matters directly related to Village affairs, or in real or potential conflict of interest with the Village. The Village Engineer shall notify the Village Board promptly of any real or potential conflicts of interest as they arise. The firm shall withdraw from a matter as a result of any real or potential conflict of interest and request the Village appoint alternative engineering professionals for that matter.

SECTION VII: VILLAGE RECORDS AND FILES

Upon the expiration of the term or upon earlier termination of this contract, the Village Engineer shall promptly deliver all of the files (original and electronic copies of all documents) related to the services it performed to the Village. The Village may reproduce copies of the Village Engineer's files at the Village's expense.

SECTION VIII: MODIFICATION OF CONTRACT

No waiver or modification of this Agreement or for any covenants, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, fully executed as aforesaid. The parties further agree that the provisions of this section may not be waived, except as specifically herein set forth.

Dated this 15th day of October, 2022.

RUEKERT & MIELKE, INC.

By: 
Steve C. Wurster, P.E.
Senior Vice President/COO

By: 
Ryan T. Amtmann, P.E.
Vice President

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill
Village President

ATTEST:

By: _____
Darlene Igl
Village Clerk

EXHIBIT "A"

VILLAGE ENGINEER
DESCRIPTION OF SERVICESScope of Services

The Village Engineer shall perform all engineering support activities as requested by the Village Board, Plan Commission, Park Board, Village Manager or Department Heads. The Village Engineer will report directly to the Village Manager.

The Village at times may hire other consultants to perform specialized engineering work, such as structural/bridge design, mechanical, electrical and HVAC engineering, parks/recreational studies, etc. The Village Engineer at a minimum will be responsible for the following work in cooperation with the Director of Public Works:

- 1) Attend meetings as requested, including the following:
 - a) Village Board, 0-2 per month,
 - b) Plan Commission, 1 per month,
 - c) Public Hearings, as necessary,
 - d) Other special meetings, as necessary.
- 2) Planning work as requested, including the following:
 - a) Review and comment on projects submitted by developers,
 - b) Preparation of ordinances and revisions,
 - c) Review and preparation of miscellaneous plans,
 - d) Preparation of long-range utility plans, capital project improvement plans,
 - e) Review of floodplain information,
 - f) Coordination with other local, County, State & Federal Agencies,
 - g) Planning survey work,
 - h) Preliminary cost estimates,
 - i) Preparation of legal descriptions, easements, maps, etc.
- 3) Design engineering as requested including but not limited to the following:
 - a) Preparation of plans, specifications, and cost estimates for capital improvement projects,
 - b) Preparation of special assessment reports,
 - c) Design survey work,
 - d) Coordination with various agencies.
- 4) Construction engineering as requested, including but not limited to the following:
 - a) Construction staking,
 - b) Inspection and testing,
 - c) Follow-up design work,
 - d) Review of pay requests,
 - e) Final project inspections,
 - f) Coordination with various agencies,
 - g) Preparation of as-built plans.
- 5) General activities and responsibilities as necessary to complete the above listed activities:
 - a) All management and supervisory personnel,
 - b) Graphics services and supervisory personnel,
 - c) Survey services and personnel,

**Exhibit B
RUEKERT & MIELKE, INC.
VILLAGE OF HARTLAND
2023/2024 RATE SCHEDULE**

2023/2024 Rates

ENGINEERING SERVICES

Engineer Technician 1	112
Engineer Technician 2	123
Engineer Technician 3	136
Engineer 1	118
Engineer 2	138
Engineer 3	147
Engineer 4 (Proj Engineer)	168
Engineer 5 (PM)	179
Engineer 6 (Senior PM)	189
Engineer 7 (Team Leader)	209
Engineer 8 (President/VP's)	220

PROFESSIONAL CONSULTING SERVICES

Environmental Technician 3	104
Environmental Scientist 3	137
Economic Consultant 2	156
IT/GIS Technician 1	110
IT/GIS Analyst 1	137
IT/GIS Analyst 2	155
SCADA Analyst	188
Senior SCADA Analyst	202
Technical/Administrative Assistant	88

SURVEYING/CONSTRUCTION REVIEW SERVICES

Surveying Technician	103
Crew Chief / Surveyor	141
Professional Land Surveyor	156
Construction Review Technician 1	86
Construction Review Technician 2	103
Senior Construction Review Technician	117
Erosion Control Specialist	117
Construction Review Manager	149

Note: Overtime rates will be 120% of standard rate for construction review services

MISCELLANEOUS REIMBURSIBLE EXPENSES

Mileage	
For Engineers and Technicians	\$0.625/mile
For Construction Review Technicians	\$0.665/mile
For Survey Crews	\$0.835/mile
Print reproductions	\$0.50/sq. foot
Color copies	\$0.40/page
B&W copies	\$0.15/page
Color plots	\$2.50/sq. foot
Scanning	\$0.50/scan
Flow Probe	\$125/day
GPS/Robotic Total Station Equipment	\$132/day
Drone (MAVIC) – Video	\$200/day
Drone (PVRTK) – Survey	\$500/day