

VILLAGE BOARD AGENDA
MONDAY, JUNE 22, 2015
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Roll Call

Pledge of Allegiance – Trustee Wallschlager

Public Comments: (Please be advised the Village Board will receive information from the public for a three minute time period per person, with time extensions per the Village President's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.)

1. Consideration of a motion to approve Village Board minutes of June 8, 2015.
2. Consideration of a motion to approve the vouchers for payment.
3. **Public Hearing** and Consideration of the Annual Renewal of Licenses and Permits for:
 - a. Class "B" Beer/"Class B" Liquor
 - b. Reserve Class "B" Beer/"Class B" Liquor
 - c. Class "A" Beer
 - d. Class "A" Beer/Class "A" Liquor
 - e. "Class B" Beer
 - f. "Class C" Wine
4. Consideration of other Licenses not requiring a Public Hearing:
 - a. Amusement Device Licenses
 - b. Bartender (Operator's) Licenses
 - c. Cabaret Licenses
 - d. Cigarette Licenses
 - e. Taxi Cab Licenses
 - f. Temporary Bartender (Operator's) License
 - g. Weights and Measures Licenses
5. Proclamation Honoring the Hartland Chamber of Commerce on its 65th Anniversary.
6. Consideration of actions related to the proposed Tax Incremental District No. 4 Project Plan and Boundary Amendment and Tax Incremental District No. 6 Creation.
 - a. Review of proposed amendment to Tax Incremental District No. 4 and creation of Tax Incremental District No. 6
 - b. Consideration of a motion to adopt Resolution 06/22/2015-01 "Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 4, Village of Hartland, Wisconsin."
 - c. Consideration of a motion to adopt Resolution 06/22/2015-02 "Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 6, Village of Hartland, Wisconsin."

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7. Consideration of a motion to approve a Planned Unit Development and Tax Incremental District Agreement with JD McCormick Company, LLC regarding the Riverwalk Development conditioned on final JRB approval of TIF District #6.

Items referred from the June 15, 2015 Plan Commission meeting

8. Consideration of a motion to approve an amendment to the Conditional Use Permit recently issued for Hartland Service to allow the second wash unit to be unattended and available 24 hours per day.
9. Items related to consideration of the Final Plat, Recreation Center, Entry Monument Sign and Final Landscaping Plan for the Windrush Subdivision.
 - a. Consideration of a motion to approve the Final Plat for the Windrush Subdivision.
 - b. Consideration of the site and plans for a proposed monument entry/subdivision sign.
10. Consideration of a motion to approve a Final Extraterritorial Plat for the Woodridge Estates II Subdivision in the Town of Delafield.

Others items for consideration

11. Consideration of a motion to approve an Advanced Life Support Intercept Agreement with the Lisbon Fire Department.
12. Consideration of a motion to approve a reduction to standby letter of credit for Sanctuary of Hartland, LLC.
13. Consideration of actions related to the Hartland Business Improvement District.
 - a. Motion to approve the Hartland Business Improvement District 2014 Annual Report.
 - b. Motion to approve the Hartland Business Improvement District 2015 Operating Plan.
14. 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.
15. Adjourn.

David E. Cox, Village Administrator

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.

MEMORANDUM

TO: President and Board of Trustees
FROM: David E. Cox, Village Administrator
DATE: June 18, 2015
SUBJECT: Agenda Information

The following information relates to the upcoming Village Board meeting agenda and includes additional or summary information and staff recommendations as necessary. The numbering will follow the numbering of the agenda.

Item 6 Regarding the Downtown TIF Districts.

Background: The agenda includes consideration of the final Village Board actions related to the amendment of TIF District #4 and the establishment of TIF District #6 in the Downtown area. The amendment to TIF District #4 includes the second boundary reduction for the District, which will now encompass only two properties; the properties that were significantly redeveloped and for which TIF-supported loans were made. The District, which is currently in a negative position, will immediately move to a positive increment and is expected to generate tax increment sufficient to cover the loans made through the District and much of the funds expended by the Village in the District's creation and implementation. TIF District #4 has 12 years left on its original 20-year life. TIF District #6 is being created in the Downtown to support redevelopment of the Capitol Plaza shopping area and some of the immediately surrounding properties. The Mixed-Use District is proposed with estimated expenditures of \$1.95 million and a 20-year life. Most of the funds (\$1.75 million) will be used to support expenditures related to the new Riverwalk mixed use development with funds available to assist in the relocation of the existing businesses in the Plaza and for professional services. It is anticipated that the District will generate sufficient tax on the incremental value to allow the District's expenditures and obligations to be met within 15 to 18 years. The Plan Commission held a public hearing on TIF District #4's amendment and TIF District #6's creation on June 4 and has recommended approval of both. If the Village Board approves the amendment and creation, the Joint Review Board is scheduled to give its final consideration of the two Districts at a meeting scheduled for 5:00pm Tuesday, June 23.

Recommendation: Approve the Resolutions.

Item 7 Regarding a Development and TIF Agreement for the Riverwalk.

Background: The Riverwalk development is a mixed-use PUD that has been approved as a redevelopment of the Capitol Plaza shopping center and three residential parcels north of the Plaza. The approved plan calls for the demolition of the existing Plaza building and an additional residential structure and construction of a new 4,000 square foot (@3,000 useable) commercial building facing E. Capitol Drive with three second story residential units and two multi-tenant residential buildings including 74 units and underground parking. The Developer indicated that

certain extraordinary costs associated with the project and other factors cause the project not to be economically feasible on its own. After review of the Developer's costs and expected revenue, it was determined that public support in the form of grants would be appropriate to cause the development and allow the Developer to mitigate some of his risk and to anticipate an acceptable return. Under the terms of the Agreement, the \$12 million development will be supported with \$1.75 million in TIF funding comprised of \$528,000 in grants to cover the immediate cost of utility relocation and installation and related engineering, building demolition, construction of a pedestrian bridge over the Bark River plus an additional \$1.22 million to be paid by the Village over time from tax increment proceeds. The agreement would only be executed if TIF District #6 is finally approved and created.

Recommendation: Approve the Agreement conditioned on final approval and implementation of TIF District #6.

Item 8 Regarding an amendment to the Hartland Service CUP.

Background: A Conditional Use Permit (CUP) was approved in April for Hartland Service to allow an expansion of the Automotive Service business and, specifically, the car wash. The originally-approved CUP indicated that the automatic touch-less car wash could be operated 24 hours per day, seven days per week. It did, however, limit the hours of the conveyor type soft cloth system and required an attendant to be on duty. These conditions were based on the Plan of Operation provided by the petitioner. As the owner of Hartland Service has finalized his plans for construction, he has determined that he would like to use a different soft cloth system that does not use a conveyor and, instead, the vehicle remains stationary while the washing unit moves around the car in a similar fashion to the touch-less unit. As such, the owner is petitioning to adjust the Conditional Use Permit to allow use of the new unit on the same basis as the touch-less; 24 hours per day, seven days per week. The Plan Commission reviewed the requested change and recommended approval conditioned on confirmation that excessive complaints could cause review and, possibly, revocation of the Permit. That language was explicitly added to the revised CUP.

Recommendation: Approve the revised Conditional Use Permit.

Item 9 Regarding Final Plat and Signage in the Windrush Subdivision

Background: The Developer of Windrush is requesting approval of the Final Subdivision Plat and the Entry Monument Signage. The Final Plat is generally in conformance with the approved Preliminary Plat and is ready for approval as recommended by the Plan Commission. The proposed subdivision entrance sign was reviewed by the Plan Commission/Architectural Board and the body determined the proposed sign was acceptable. The sign concept was initially presented during the subdivision review and final details are now known. It should be noted that the proposed boulevard sign is very close to the back of curb but is behind the barrier curb by some distance. A similar situation exists at Mary Hill where the boulevard sign is approximately 4 to 5 feet from the back of curb. The Zoning Code standard is 15 feet. It is important to note

that the sanitary sewer facilities serving the area will be located beneath the entry sign. The developer has indicated he will agree to absolve the Village from liability related to the sign and would put the cost for relocation or repair on the Homeowners Association. An addendum to the Developer's Agreement would be created to address that agreement.

Recommendation: Approve the Final Plat and the entry sign conditioned on the execution of an acceptable addendum to the Developer's Agreement.

Item 10 Regarding Final Extraterritorial Plat for Woodridge Estates II

Background: Woodridge Estates, which is located in the Town of Delafield on the south side of East North Shore Drive at South Imperial Drive, continues to develop. The Developer has presented a second Final Plat, which provides final platting for the entire remaining balance of the proposed subdivision. It appears to be consistent with the Preliminary Plat and the Plan Commission has recommended approval.

Recommendation: Approve the Final Plat.

Item 11 Regarding an ALS Intercept Agreement with the Lisbon Fire Department

Background: Interim Chief Dean will present information on this proposed agreement with the Lisbon Fire Department through which the Lisbon Department will provide a higher level of Emergency Medical care to a Hartland patient when requested by Hartland. The agreement provides for the billing obligations and sharing of revenues depending on which department provides transport and in the event transport is not required.

Recommendation: Approve the agreement.

Item 13 Regarding the Annual Report and Operating Plan for the BID

Background: Annually, the Business Improvement District is required to file an annual report and a separate operations plan, which includes a budget, for the upcoming year. Due to the fact that the BID's existence and levy is authorized by the Village, the Village Board is required to accept and approve those documents. This is usually performed in January. However, while the BID had prepared and transmitted the documents to the Village for action, an oversight cause them to be missed and not placed on an agenda. The Board is asked to give retroactive approval.

Recommendation: Approve the 2014 Annual Report and the 2015 Operation Plan

**VILLAGE OF HARTLAND
VILLAGE BOARD MINUTES
MONDAY, JUNE 8, 2015
7:00 PM**

BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Present: Trustees Stevens, Meyers, Compton, Landwehr, Swenson and President Lamerand.
Excused: Trustee Wallschlager.

Others Present: Administrator Cox, Deputy Clerk Meyer, DPW Director Einweck, Interim Fire Chief Dean, Finance Director Bailey and Recreation Director Yogerst. Excused: Police Chief Rosch.

Roll Call

Pledge of Allegiance – Trustee Stevens

Public Comments: (Please be advised the Village Board will receive information from the public for a three minute time period per person, with time extensions per the Village President's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.) – **None**.

1. Motion (Meyers/Swenson) to approve the Village Board minutes of May 26, 2015. Carried (6-0)
2. Motion (Landwehr/Swenson) to approve the vouchers for payment in the amount of \$282,031.49. Carried (5-0-1). Meyers abstained.
3. Consideration of actions related to Licenses and Permits

Recreation Director Yogerst reported on the details of the upcoming Hometown Celebration on June 26 – 28, 2015. Set up of the Lake Country Rotary's 60' x 60' tent will start June 25. There will be arts and crafts booths (eleven are signed up at this time) on Friday and Saturday from 4:00 – 8:45 PM and Saz's will be the food vendor. Kettle corn and Kona Ice will also be vendors.

The Hartland Community Band will perform Friday from 6:45 – 8:00 PM. Andrea and the MODS will perform from 8:30 – 11:00 PM and the Hometown Celebration Fireworks will start at 9:30 PM. The fireworks rain date is Saturday. The Hartland Kiwanis will sell food under the park shelter on Friday. Saz's Catering will sell food at the beer tent.

On Saturday Saz's Catering Lake Country will provide the food for the Rotary's Ultimate Barbecue Experience and Beer Celebration from 5:00 – 7:00 PM. This is a ticket event. Tickets may be purchased on line at the Audacious Beer and Barbeque website, or they can be purchased the day of the event in the tent. Live music by Crossfire will be from 7:00 – 11:00 PM.

The parade will be on Sunday at 1:30. There will be no activities in the park.

- a. Items related to the Hometown Celebration Weekend – June 26-28
 - i. Rotary Audacious Beer & Barbeque Event
 1. Public Dance License

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Motion (Compton/Meyers) to approve the Public Dance License for the Lake Country Rotary's Audacious Beer & Barbeque Event on June 26-27, 2015 from 5 – 11:00 PM each night. Carried (6-0).

2. Temporary Class B Beer License-Rotary and Kiwanis

Motion (Meyers/Stevens) to approve the Temporary Class B Beer License to the Kiwanis of Greater Hartland and the Lake Country Rotary Club. Carried (6-0).

3. Temporary Bartender Licenses

Motion (Swenson/Landwehr) to approve Temporary Bartender Licenses as presented. Carried (6-0).

b. Motion (Landwehr/Swenson) to approve Operator (Bartender) Licenses with terms ending June 30, 2016, as presented. Carried (6-0).

c. Consideration of an Application for a Restricted Species Permit to raise 3 chickens on property located at 726 Cameron Circle.

Mr. Stechner was present and stated that none of his neighbors objected to his raising the chickens.

Motion (Landwehr/Swenson) to approve an application for a Restricted Species Permit to raise 3 chickens on property located at 726 Cameron Circle. Carried (6-0).

4. Consideration of a motion to approve installation of a pedestrian sign requested by Girl Scout Troop #4526 at the corners of Maple Avenue and Cardinal Lane

Troop Leader Val Wisniewski introduced the Girl Scouts. The girls stated they were searching for a project that they could use for their Bronze Award that would help the Village of Hartland. After searching for a long time, they found that the intersection of Maple Avenue and Cardinal Lane is difficult to cross. They met with Administrator Cox and asked for either a slower speed limit sign or a pedestrian crossing sign at the intersection. It was decided that a pedestrian crossing sign would be best for the community.

The girls met with DPW Director Einweck to discuss where to place the signs and how to go about having the signs be accepted by the Village Board. The scouts will give presentations to the Hartland schools regarding pedestrian safety. The troop offered their help to the Village, should it be needed.

The signs will be the standard pedestrian crosswalk signs. The white painted crosswalk lines are already there. White is the regulatory color for crosswalks.

Motion (Stevens/Meyers) to approve the installation of pedestrian signs requested by Girl Scout Troop #4526. Carried (6-0).

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5. Consideration of a motion to approve and authorize execution of a Development Agreement with Four Winds West Development, LLC for the Four Winds West subdivision.

Staff has completed preparation and developer review of the agreement related to the Four Winds West subdivision, which received approval earlier this year. An interesting item included in this agreement calls for the developer to be allowed to install a sanitary sewer lift station. The future costs for the maintenance, operation and replacement of the station would be billed annually to the residents of that subdivision and would not be a cost to the general sewer rate payers. This arrangement was made because the station would serve only this subdivision even if future development occurred in the general area.

Motion (Meyers/Swenson) to approve and authorize execution of a Development Agreement with Four Winds West Development, LLC for the Four Winds West subdivision. Carried (6-0).

6. Consideration of a motion to authorize staff to complete and submit a Simplified Rate Case Water Utility Rate increase on behalf of the Hartland Water Utility and to annually review the possible need for a full rate case study.

The Village has been annually monitoring the rate structure for the Water Utility to determine when a full rate study should be implemented. At this point, staff is recommending that a Simple Rate Case be performed through which the State Public Service Commission (PSC) authorizes a small rate adjustment without the need for a full study. The resulting increase will be three percent (3%), which calculates to a \$2 - \$3 increase for 18,000 gallons usage. The last full study for the Village was in 2009. That water utility did have a change in position of \$153,000 negative. Usage was down last year because the summer was not very hot.

Motion (Meyers/Stevens) to authorize staff to complete and submit a Simplified Rate Case Water Utility Rate increase on behalf of the Hartland Water Utility and to annually review the possible need for a full rate case study. Carried (6-0).

7. Consideration of a motion to approve the 2016 Budget Preparation Schedule

Motion (Compton/Landwehr) to approve the 2016 Budget Preparation Schedule. Carried (6-0).

8. Consideration of a motion to approve award of a contract to Bierman Construction Corporation of Hartland and other related contracts for Fire Department Office Renovation in the amount of \$5,500 including a 10% contingency.

The Fire Department is proposing to remodel/renovate the Chief's Office at the Lawn Street Fire Station. The proposed renovation will include the addition of insulation, renewed electrical and computer/telecom wiring and lighting as well as associated drywall and painting. Quotes have been solicited and the recommended contractor is a local company, Bierman Construction, who will perform the carpentry-related aspects of the project. Some smaller contracts will also be let for electrical and computer/telecom wiring, which are included in the overall cost. Fire Department employees will do the demo work themselves.

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Motion (Stevens/Swenson) to award a contract to Bierman Construction Corporation of Hartland and other related contracts for Fire Department Office Renovation in the amount of \$5,500 including a 10% contingency. Carried (6-0).

9. Update on TIF Districts #4 and #6 including results of the recent Public Hearing and Plan Commission meeting and future meetings and activities.

Administrator Cox gave the update of the reduction of size of TIF District #4 downtown and the creating of TIF District #6 to support the Riverwalk development. A Public Hearing was held on June 4. The basic project plans were reviewed as well as the changes in the district. There was public present at the meeting, however, none of those present chose to speak.

The Plan Commission did vote to recommend to the Village Board that the project plan be adopted and the District boundaries be adopted. The Village Board will get a revised project plan for TIF #4 and TIF #6 in their packets for the June 22 Village Board Meeting. The next day it will go to the Joint Review Board, June 23 at 5:00 PM in the Board Room. If approved the Districts would become effective January 1, 2015.

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.

DPW Director Einweck announced that on Thursday, June 11 at 4:00 PM, the grand opening for the Centennial Park Restroom is scheduled. The Village Board and Park Board are invited to attend.

President Lamerand reminded everyone that the Hartland Hometown Celebration be held June 26-28. The fireworks will be on Friday, June 26 at Nixon Park at 9:30 PM. The parade will be Sunday, June 28 at 1:30 PM.

11. Adjourn

Motion (Stevens/Swenson) to adjourn. Carried (6-0). Meeting adjourned at 7:40 PM.

Respectfully submitted by
Recording Secretary,

Lynn Meyer
Deputy Clerk

TO: Village President & Board of Trustees

FROM: Sarah Oldenburg, Fiscal Clerk

DATE: June 19, 2015

RE: Voucher List

Attached is the voucher list for the June 22, 2015 Village Board meeting.

May Wires:	\$310,604.72
May Manual Checks:	\$62,296.33
June A/P Checks:	\$181,936.93
Total amount to be approved:	<u>\$554,837.98</u>

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Payments

Current Period: MAY 2015

Batch Name				Computer Dollar Amt	Posted
MAY15WIRE	Payment			\$310,604.72	
<hr/>					
Refer	46989	<u>EMPLOYEE TRUST FUNDS</u>		<u>Ck# 2015044E 5/26/2015</u>	
Cash Payment	E 101-51400-150	HEALTH/DENTAL/LIFE	JUNE HEALTH INSURANCE PREMIUMS		\$5,124.81
Invoice					
Cash Payment	E 101-51500-150	HEALTH/DENTAL/LIFE	JUNE HEALTH INSURANCE PREMIUMS		\$2,394.21
Invoice					
Cash Payment	E 101-55300-150	HEALTH/DENTAL/LIFE	JUNE HEALTH INSURANCE PREMIUMS		\$685.94
Invoice					
Cash Payment	E 101-52100-150	HEALTH/DENTAL/LIFE	JUNE HEALTH INSURANCE PREMIUMS		\$28,124.32
Invoice					
Cash Payment	E 101-53000-150	HEALTH/DENTAL/LIFE	JUNE HEALTH INSURANCE PREMIUMS		\$22,603.51
Invoice					
Cash Payment	E 101-55110-150	HEALTH/DENTAL/LIFE	JUNE HEALTH INSURANCE PREMIUMS		\$5,810.75
Invoice					
Cash Payment	E 101-52200-150	HEALTH/DENTAL/LIFE	JUNE HEALTH INSURANCE PREMIUMS		\$1,197.11
Invoice					
Cash Payment	E 101-52300-150	HEALTH/DENTAL/LIFE	JUNE HEALTH INSURANCE PREMIUMS		\$1,197.10
Invoice					
Cash Payment	G 101-21530	INSURANCE DEDUCTIONS	JUNE HEALTH INSURANCE PREMIUMS		\$1,513.95
Invoice					
Cash Payment	G 101-34140	UNFUNDED EMPLOYEE BE	JUNE HEALTH INSURANCE PREMIUMS		\$1,203.00
Invoice					
Transaction Date	5/26/2015	Due 0	GF Checking	11100	Total \$69,854.70
<hr/>					
Refer	46990	<u>WI RETIREMENT SYSTEM</u>		<u>Ck# 2015045E 5/29/2015</u>	
Cash Payment	E 101-55300-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$245.72
Invoice					
Cash Payment	E 101-51400-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$698.14
Invoice					
Cash Payment	E 101-51500-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$296.59
Invoice					
Cash Payment	E 101-52100-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$9,468.34
Invoice					
Cash Payment	E 101-52100-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$639.40
Invoice					
Cash Payment	E 101-52200-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$526.80
Invoice					
Cash Payment	E 101-52300-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$881.75
Invoice					
Cash Payment	E 101-52200-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$84.12
Invoice					
Cash Payment	E 101-53000-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$3,406.94
Invoice					
Cash Payment	E 101-55110-140	RETIREMENT BENEFIT	APRIL WRS CONTRIBUTIONS		\$1,519.55
Invoice					
Cash Payment	E 620-53700-926	EMPLOYEE PENSIONS	APRIL WRS CONTRIBUTIONS		\$1,834.57
Invoice					

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Payments

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Cash Payment	E 204-53610-110 SALARIES	APRIL WRS CONTRIBUTIONS		\$111.71
Invoice				
Cash Payment	E 204-53610-110 SALARIES	APRIL WRS CONTRIBUTIONS		\$245.88
Invoice				
Cash Payment	E 204-53610-390 BILLING/COLLECTION/	APRIL WRS CONTRIBUTIONS		\$351.95
Invoice				
Cash Payment	G 101-21520 RETIREMENT DEDUCTION	APRIL WRS CONTRIBUTIONS		\$9,434.57
Invoice				
Cash Payment	G 101-21520 RETIREMENT DEDUCTION	APRIL WRS CONTRIBUTIONS		\$7,680.46
Invoice				
Transaction Date	5/29/2015	Due 0	GF Checking 11100	Total \$37,426.49
Refer	46991 BOND TRUST SERVICES CORP		Ck# 2015046E 5/29/2015	
Cash Payment	E 301-58000-610 PRINCIPAL REDEMPTI	2013 GO REFUNDING BONDS PRINCIPAL AND INTEREST PAYMENT		\$125,000.00
Invoice				
Cash Payment	E 301-58000-615 DEBT SERVICE - INTE	2013 GO REFUNDING BONDS PRINCIPAL AND INTEREST PAYMENT		\$73,693.75
Invoice				
Transaction Date	5/29/2015	Due 0	GF Checking 11100	Total \$198,693.75
Refer	46992 PAYROLL DATA SERVICES INC		Ck# 2015047E 5/7/2015	
Cash Payment	E 804-56700-110 SALARIES	5-8-15 BID PAYROLL WIRE		\$1,026.94
Invoice				
Cash Payment	E 804-56700-760 PAYROLL SERVICE CH	5-8-15 BID PAYROLL WIRE		\$35.00
Invoice				
Transaction Date	5/7/2015	Due 0	GF Checking 11100	Total \$1,061.94
Refer	46993 PAYROLL DATA SERVICES INC		Ck# 2015048E 5/21/2015	
Cash Payment	E 804-56700-110 SALARIES	5-22-15 BID PAYROLL WIRE		\$1,026.92
Invoice				
Cash Payment	E 804-56700-760 PAYROLL SERVICE CH	5-22-15 BID PAYROLL WIRE		\$35.00
Invoice				
Transaction Date	5/21/2015	Due 0	GF Checking 11100	Total \$1,061.92
Refer	46994 FIRST BANK FINANCIAL CENTRE		Ck# 2015049E 5/31/2015	
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	EBUSINESS BANKING FEE		\$20.00
Invoice				
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	POSITIVE PAY		\$30.00
Invoice				
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	ACH FILTERS/BLOCKS		\$25.00
Invoice				
Transaction Date	5/31/2015	Due 0	GF Checking 11100	Total \$75.00
Refer	46995 JPMORGAN CHASE BANK		Ck# 2015050E 5/18/2015	
Cash Payment	E 205-59100-305 EXPENSES-OTHER	WAYFAIR - KIDS BENCHES		\$193.98
Invoice				
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	AMAZON - CD'S/DVD'S		\$42.56
Invoice				
Cash Payment	E 101-55110-345 STAFF EDUCATION/TR	WISCONSIN LIBRARY ASSOCIATION - CREDIT DUE		-\$110.00
Invoice				

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Payments

Current Period: MAY 2015

Cash Payment	E 101-55110-310 BOOKS & MATERIALS	AMAZON - CD'S/DVD'S	\$17.97
Invoice			
Cash Payment	E 101-51440-300 OPERATING SUPPLIES	PIGGLY WIGGLY - ELECTION FOOD	\$23.45
Invoice			
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	WMCA - DISTRICT 5 MTG/MEYER & IGL	\$60.00
Invoice			
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	WAUK CTY REGISTER OF DEEDS - COPY OF PLAT	\$9.50
Invoice			
Cash Payment	E 101-51440-300 OPERATING SUPPLIES	COUSINS SUBS - ELECTION FOOD	\$189.90
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	ZORO TOOLS - N-95 MASKS	\$46.16
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	PIGGLY WIGGLY - CITIZEN ACADEMY SNACKS	\$49.43
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	LAW ENFORCEMENT SYSTEM - PROPERTY TAGS	\$107.55
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	WAL-MART - MISC ITEMS	\$14.94
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	OFFICEMAX - PRINTER	\$199.99
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	CHEAPER THAN DIRT - GUN CLEANING TOOL	\$26.32
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	AMAZON - GUN CASES	\$52.52
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	FIVE GUYS - LUNCH AT TRAINING	\$20.88
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	USPS - MAILING FEES	\$5.75
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	COMFORT INN - LODGING/JUNGBLUTH	\$238.35
Invoice			
Cash Payment	E 101-55300-295 TRIPS	NAGAWAUKEE ICE ARENA - REC FIELD TRIP	\$161.00
Invoice			
Cash Payment	E 101-55300-295 TRIPS	SKYZONE - REC FIELD TRIP	\$397.00
Invoice			
Cash Payment	E 101-55300-295 TRIPS	FLABBERGAST FUN - REC FIELD TRIP	\$86.85
Invoice			
Cash Payment	E 101-55300-295 TRIPS	SUNSET BOWL - REC FIELD TRIP	\$134.00
Invoice			
Cash Payment	E 101-52300-300 OPERATING SUPPLIES	PIZZA HUT - FOOD FOR EMS TRAINING	\$96.32
Invoice			
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	MADISON TRUCK SALES - VENT	\$55.00
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	GALLS - CLOTHING ALLOWANCE PURCHASE	\$152.34
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	SIMPLY SPEAKERS - GARAGE SPEAKERS	\$94.31
Invoice			

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Payments

Current Period: MAY 2015

Cash Payment	E 101-52100-300 OPERATING SUPPLIES	PANERA - LUNCH FOR ADMIN PROF DAY				\$64.85
Invoice						
Transaction Date	5/18/2015	Due 0	GF Checking	11100	Total	\$2,430.92

Fund Summary

	11100 GF Checking
804 BUSINESS IMPROVEMENT DISTRICT	\$2,123.86
620 WATER FUND	\$2,078.67
301 DEBT SERVICE FUND	\$198,693.75
205 SPECIAL LIBRARY FUND	\$193.98
204 SEWER	\$709.54
101 GENERAL FUND	\$106,804.92
	<hr/>
	\$310,604.72

Pre-Written Checks	\$310,604.72
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$310,604.72

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Payments

Current Period: MAY 2015

Batch Name					Posted
MAY15MC					
Payment	Computer Dollar Amt	\$62,296.33			
<hr/>					
Refer	46975 EWALD CHEVROLET BUICK	Ck# 008331	5/5/2015		
Cash Payment	E 402-59900-820 POLICE DEPT EXPENS SQUADS 2 & 4				\$41,140.00
Invoice 223221					
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total \$41,140.00
<hr/>					
Refer	46976 LAUGHLIN, TOM	Ck# 008332	5/5/2015		
Cash Payment	E 205-59100-305 EXPENSES-OTHER AMERICAN BARN STORIES				\$265.00
Invoice					
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total \$265.00
<hr/>					
Refer	46977 WI SUPPORT COLLECTIONS TRUS	Ck# 008333	5/8/2015		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #10				\$1,234.60
Invoice					
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total \$1,234.60
<hr/>					
Refer	46978 TD AMERITRADE	Ck# 008334	5/8/2015		
Cash Payment	G 101-21570 DEFERRED COMP DEDUC PP #10				\$395.00
Invoice					
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total \$395.00
<hr/>					
Refer	46979 PAETEC (WINDSTREAM)	Ck# 008335	5/14/2015		
Cash Payment	E 101-51400-300 OPERATING SUPPLIES APR-MAY PHONE/INTERNET				\$103.95
Invoice 58383435					
Cash Payment	E 101-52400-300 OPERATING SUPPLIES APR-MAY PHONE/INTERNET				\$103.95
Invoice 58383435					
Cash Payment	E 101-51500-300 OPERATING SUPPLIES APR-MAY PHONE/INTERNET				\$103.95
Invoice 58383435					
Cash Payment	E 101-55300-300 OPERATING SUPPLIES APR-MAY PHONE/INTERNET				\$103.95
Invoice 58383435					
Cash Payment	E 101-52200-220 UTILITY SERVICES APR-MAY PHONE/INTERNET				\$573.43
Invoice 58383435					
Cash Payment	E 101-55110-220 UTILITY SERVICES APR-MAY PHONE/INTERNET				\$103.95
Invoice 58383435					
Cash Payment	E 101-52100-300 OPERATING SUPPLIES APR-MAY PHONE/INTERNET				\$103.95
Invoice 58383435					
Cash Payment	E 101-53000-220 UTILITY SERVICES APR-MAY PHONE/INTERNET				\$302.60
Invoice 58383435					
Cash Payment	E 620-53700-605 MAINTENANCE-WATE APR-MAY PHONE/INTERNET				\$302.60
Invoice 58383435					
Cash Payment	E 204-53610-385 MAINTENANCE-COLLE APR-MAY PHONE/INTERNET				\$302.60
Invoice 58383435					
Cash Payment	E 101-55300-300 OPERATING SUPPLIES APR-MAY PHONE/INTERNET				\$30.00
Invoice 58383435					
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total \$2,134.93
<hr/>					
Refer	46981 DAO-LIMESTONE	Ck# 008336	5/14/2015		
Cash Payment	E 802-52100-300 OPERATING SUPPLIES LODGING				\$1,280.00
Invoice					

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Payments

Current Period: MAY 2015

Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total	\$1,280.00	
Refer	46982 AMERICAN LITHO			Ck# 008337 5/18/2015			
Cash Payment	E 101-51400-395 COMMUNITY RELATIO POSTAGE/NEWSLETTER						\$730.47
	Invoice						
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total	\$730.47	
Refer	46983 REGISTRATION FEE TRUST			Ck# 008338 5/19/2015			
Cash Payment	E 101-52100-360 VEHICLE MAINT/EXPE SQ 2/REG, TITLE						\$69.50
	Invoice						
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total	\$69.50	
Refer	46984 WI SUPPORT COLLECTIONS TRUS			Ck# 008339 5/21/2015			
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #11						\$1,234.60
	Invoice						
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total	\$1,234.60	
Refer	46985 TD AMERITRADE			Ck# 008340 5/21/2015			
Cash Payment	G 101-21570 DEFERRED COMP DEDUC PP #11						\$395.00
	Invoice						
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total	\$395.00	
Refer	46986 WE ENERGIES			Ck# 008341 5/21/2015			
Cash Payment	E 620-53700-622 POWER FOR PUMPING MAR-APR #3 PUMPHOUSE						\$1,126.03
	Invoice 0065822102						
Cash Payment	E 101-53000-225 STREET LIGHTING MAR-APR #3 PUMPHOUSE						\$8,271.34
	Invoice 0065822102						
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total	\$9,397.37	
Refer	46987 AFLAC			Ck# 008342 5/26/2015			
Cash Payment	G 101-21592 AFLAC INS PAYABLE MONTHLY PREMIUMS						\$319.86
	Invoice 228074						
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total	\$319.86	
Refer	46988 WILLIAMSTOWNE SETTLEMENT L			Ck# 008343 5/28/2015			
Cash Payment	E 216-58300-290 OUTSIDE SERVICES/C RELOCATION/HOLDING FEE						\$3,700.00
	Invoice						
Transaction Date	6/8/2015	Due 0	GF Checking	11100	Total	\$3,700.00	

Fund Summary

	11100 GF Checking
802 LAKE AREA CRITICAL INCIDENT TM	\$1,280.00
620 WATER FUND	\$1,428.63
402 CORPORATE RESERVE FUND	\$41,140.00
216 TIF #6	\$3,700.00
205 SPECIAL LIBRARY FUND	\$265.00
204 SEWER	\$302.60
101 GENERAL FUND	\$14,180.10
	\$62,296.33

Pre-Written Checks	\$62,296.33
Checks to be Generated by the Computer	\$0.00
Total	\$62,296.33

VILLAGE OF HARTLAND
VOUCHER LIST/JUNE 22, 2015

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 204-23400 DEPOSITS DUE TO DEL-HART	DELAFIELD-HARTLAND WATER	JUN FEES	\$4,339.00
G 101-31620 FINE ARTS CENTER DONATIONS	FUNKY BLUE REACTION	CONCERT 07/09/15	\$450.00
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	JUNE DUES	\$375.00
G 101-23000 SPECIAL DEPOSITS	HARTLAND/LAKESIDE SCHOOL DIST	DEPOSIT/FAC 06-09-15	\$100.00
R 101-46730 RECREATION CLASSES	LAUS, MARY	RESIDENT OVERPMT	\$38.00
G 101-31620 FINE ARTS CENTER DONATIONS	MUEHLBAUER, LISA	CONCERT CANCELLATION	\$125.00
G 101-24240 COURT FINES DUE STATE	PEWAUKEE POLICE DEPT (VILLAGE)	ODGEN/N1277656	\$76.20
R 101-46730 RECREATION CLASSES	PIERCE, CAMILLE	SWIM LESSONS	\$60.00
R 101-46730 RECREATION CLASSES	RADTKE, ANTHONY & HEATHER	REPL CK/LYNCH CAMPS	\$119.00
G 101-23000 SPECIAL DEPOSITS	ROESSLER, JEAN	DEPOSIT/FAC 06/06/15	\$50.00
G 101-31620 FINE ARTS CENTER DONATIONS	TINKER BOYS	CONCERT 07/02/15	\$575.00
G 101-21593 LONG TERM HEALTH CARE	TRANSAMERICA PREMIER LIFE INS	JUN PREMIUMS/ROSCH	\$149.92
G 403-31841 MURPHY FARMS	VON BRIESEN & ROPER	MAY LEGAL FEES	\$800.00
G 101-24240 COURT FINES DUE STATE	WATERFORD CLERK OF COURTS	REDFORD/14-1828	\$149.00
G 101-24240 COURT FINES DUE STATE	WAUKESHA POLICE DEPT, CITY OF	SHERMAN	\$240.00
G 101-31620 FINE ARTS CENTER DONATIONS	WHISKEY BELLES	CONCERT 06/25/15	\$500.00
R 101-44300 PERMITS	WI HOME IMPROVEMENT	OVERPAYMENT/SOLICITORS	\$5.00
EXPENSE Descr			\$8,151.12
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	LATCH BOX/TAPE/BOLT/BULB	\$27.28
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$647.89
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	SIGNS	\$82.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	MIDWEST MEDICAL SUPPLY CO LLC	EMS SUPPLIES	\$82.08
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY TREASURER (515)	MAY RADIO SERVICE	\$43.30
EXPENSE Descr AMBULANCE			\$882.55
EXPENSE Descr CABLE TELEVISION			
E 101-55370-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAY-JUN PHONE/INTERNET	\$30.00
EXPENSE Descr CABLE TELEVISION			\$30.00
EXPENSE Descr DEBT SERVICE			
E 301-58000-305 EXPENSES-OTHER	BOND TRUST SERVICES CORP	AGENT FEE/BOND REFUNDS	\$350.00
EXPENSE Descr DEBT SERVICE			\$350.00
EXPENSE Descr ECONOMIC DEVELOPMENT			

Account Descr	Search Name	Comments	Amount
E 804-56700-758 MEETINGS	BMO (CREDIT CARD-BID)	BOARD MTG COFFEE/DONUTS	\$28.41
E 804-56700-758 MEETINGS	BMO (CREDIT CARD-BID)	BID ECON MTG	\$32.10
E 804-56700-746 TELEPHONE	BMO (CREDIT CARD-BID)	AT&T	\$110.11
E 804-56700-715 STREETSCAPE PROGRAM	SANDY BOTTOM NATURE CENTER	INSTALL PLANTS/WEEEDNIG	\$735.00
EXPENSE Descr ECONOMIC DEVELOPMENT			\$905.62
EXPENSE Descr ELECTIONS			
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	JOURNAL COMMUNITY PUBL	ADS/PUBL NOTICE	\$17.46
EXPENSE Descr ELECTIONS			\$17.46
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 101-53635-460 LANDSCAPE MANAGEMENT	BOBCAT PLUS INC	GRINDER TEETH	\$509.08
EXPENSE Descr ENVIRONMENTAL SERVICES			\$509.08
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ACCURATE GRAPHICS INC	PURCHASE ORDERS	\$391.48
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	JUNE HRA FEES	\$161.10
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAY-JUN PHONE/INTERNET	\$102.75
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	WORKERS COMP AUDIT	\$3,616.00
EXPENSE Descr FINANCIAL ADMINISTRATION			\$4,271.33
EXPENSE Descr FIRE PROTECTION			
E 101-52200-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	GLUE/STAIN/CEMENT	\$21.16
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	PAINT THINNER	\$10.34
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	SIGNS	\$82.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	FLAG CENTER INC	U.S. FLAG	\$167.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$133.94
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	MED-TECH RESOURCE INC	FIRE GLOVES	\$76.07
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	OUR DESIGNS, INC.	PAST DUE AMT	\$38.85
E 101-52200-220 UTILITY SERVICES	PAETEC (WINDSTREAM)	MAY-JUN PHONE/INTERNET	\$575.15
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	MAY RECORD CKS	\$21.00
EXPENSE Descr FIRE PROTECTION			\$1,125.51
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$91.88
E 101-51400-210 LEGAL SERVICES	GODFREY & KAHN, S.C.	MAY LEGAL FEES	\$945.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	JOURNAL COMMUNITY PUBL	ADS/PUBL NOTICE	\$208.66
E 101-51400-395 COMMUNITY RELATIONS	LAKE COUNTRY FAMILY FUN	SPONSORSHIP/KIDS DAY	\$1,500.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	MEA-SEW	ANNUAL DUES	\$30.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAY-JUN PHONE/INTERNET	\$102.75
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PITNEY BOWES (371887)	MAR-JUN LEASE	\$331.95
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY REGISTER OF DEEDS	MAY RECORDING FEES	\$64.00

Account Descr	Search Name	Comments	Amount
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	CHILDRENS AUDIOBOOKS	\$127.50
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	CREDIT ON ACCT	-\$22.50
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOKS	\$30.00
EXPENSE Descr LIBRARY			\$2,084.43
EXPENSE Descr LIBRARY SPEC EXPENSE			
E 205-59100-305 EXPENSES-OTHER	HARTLAND AREA CHAMBER COMMERCE	GIFT CERT/PRIZES	\$240.00
EXPENSE Descr LIBRARY SPEC EXPENSE			\$240.00
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$93.89
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	WEED B GONE	\$17.08
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	KLEAN LINE LLC	JUNE JANITORIAL SERVICE	\$705.00
E 101-51600-355 JANITORIAL SUPPLIES	KLEAN LINE LLC	JANITORIAL SUPPLIES	\$812.00
EXPENSE Descr MUNICIPAL BUILDING			\$1,627.97
EXPENSE Descr PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BEST EDGE MARKETING LLC	T SHIRTS	\$87.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	PLUMBING PARTS	\$31.38
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FRONTIER FS MAPLETON	SPRAY WEEDS/FIELDS	\$217.10
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FRONTIER FS MAPLETON	FIELD CHALK	\$307.20
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	GAPPA SECURITY SOLUTIONS	LOCK CORE	\$25.25
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	MARVIN SCHLAFFER FARMS	STRAW	\$42.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	PLUMBING PARTS	\$6.67
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	OLSEN SAFETY EQUIPMENT CORP	FIRST AID KIT/CABINET/GLOVES/GLASSES	\$156.89
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$180.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	BATHROOM/PENBROOK	\$150.00
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	MAY CENTENNIAL	\$25.06
EXPENSE Descr PARKS			\$1,228.55
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	WHEEL BEARINGS/SEALS	\$47.30
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	BEST EDGE MARKETING LLC	T SHIRTS	\$87.00
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	MEASURING CLIPS	\$6.01
E 101-53000-360 VEHICLE MAINT/EXPENSE	CROSSROADS TRUCK REPAIR	REPL BR VALVE/SENSOR #32	\$638.29
E 101-53000-360 VEHICLE MAINT/EXPENSE	CROSSROADS TRUCK REPAIR	REPL BRAKES/DRUMS #32	\$591.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$1,085.63
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	OIL/GREASE	\$439.47
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	FLEMINGS FIRE 1, INC.	ANNUAL FIRE EXT INSP	\$573.13
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	GAPPA SECURITY SOLUTIONS	LOCK CORE	\$25.00
E 101-53000-410 STREETS GEN MAINT	GRAINGER	SPRAYER/GOGGLER	\$164.55

Account Descr	Search Name	Comments	Amount
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	CONCRETE	\$51.00
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	OKAUCHEE REDI-MIX INC	CONCRETE/BIKE RACKS	\$95.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	FIRST AID KIT/CABINET/GLOVES/GLASSES	\$156.89
E 101-53000-220 UTILITY SERVICES	PAETEC (WINDSTREAM)	MAY-JUN PHONE/INTERNET	\$301.33
E 101-53000-410 STREETS GEN MAINT	PKM WELDING LLC	WELDING	\$160.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TIRES/VALVE/#32	\$1,621.70
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MAY DRUG TESTING	\$282.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	FLAIL MOWER PARTS	\$259.83
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	VALVES/PLATES/O-RINGS	\$203.58
E 101-53000-410 STREETS GEN MAINT	PSI - PUMPING SYSTEMS	STREET PAINTER PARTS	\$117.56
E 101-53000-410 STREETS GEN MAINT	PSI - PUMPING SYSTEMS	STREET PAINTER PARTS	\$468.26
E 101-53000-410 STREETS GEN MAINT	PSI - PUMPING SYSTEMS	STREET PAINTER PARTS	\$439.39
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 06/10/15	\$129.00
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 06/03/15	\$102.00
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 05/27/15	\$129.00
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 05/20/15	\$102.00
E 101-53000-410 STREETS GEN MAINT	STRIETER FARM TRUCK SERVICE	HAULING/PROGRESS DR	\$498.75
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	MUFFLER/STRAPS	\$471.19
E 101-53000-360 VEHICLE MAINT/EXPENSE	WALDSCHMIDTS TOWN & COUNTRY	MOWER PARTS	\$575.38
E 101-53000-360 VEHICLE MAINT/EXPENSE	WALDSCHMIDTS TOWN & COUNTRY	MOWER PARTS	\$128.90
E 101-53000-225 STREET LIGHTING	WE ENERGIES	APR-MAY ST LIGHTING	\$8,271.34
EXPENSE Descr PUBLIC WORKS			\$18,221.98
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AVALON GRAPHICS LLC	FREE TRY IT WK SIGNS	\$40.00
E 101-55300-305 EXPENSES-OTHER	BEER CAPITOL DISTR	BEER FOR CONCESSIONS	\$147.95
E 101-55300-305 EXPENSES-OTHER	COMPLETE OFFICE OF WISCONSIN	POPCORN BAGS	\$40.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	POTTTERY	\$288.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	NAGAWAUKEE YACHT CLUB	YOUTH SAILING	\$280.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	NAGAWAUKEE YACHT CLUB	SAILING LESSONS	\$180.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	NAGAWAUKEE YACHT CLUB	ADULT SAILING	\$832.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAY-JUN PHONE/INTERNET	\$102.75
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	TO THE POINTE	FROZEN DANCE CAMP	\$432.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$2,342.70
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL SERVICES	MAY REFUSE/RECYCLING	\$30,948.33
EXPENSE Descr REFUSE & GARBAGE COLLECTION			\$30,948.33
EXPENSE Descr SEWER SERVICE			
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	BLADES	\$33.80

Account Descr	Search Name	Comments	Amount
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	JUN FEES	\$70,005.76
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	JUNE HRA FEES	\$24.78
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	FERGUSON WATERWORKS	PVC	\$131.22
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	GRAINGER	COOLING FAN	\$89.20
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	MILWAUKEE PC	LAPTOP HARD DRIVE	\$54.99
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	OKAUCHEE REDI-MIX INC	SLURRY/MAPLE & CARDINAL	\$450.00
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	PAETEC (WINDSTREAM)	MAY-JUN PHONE/INTERNET	\$301.33
E 204-53610-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TIRES/VALVES	\$1,803.16
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	WOLF PAVING CO INC	SLURRY	\$312.98
EXPENSE Descr SEWER SERVICE			\$73,207.22
EXPENSE Descr TIF FUND EXPENSES			
E 216-58300-290 OUTSIDE SERVICES/CONTRACTS	CONLEY MEDIA LLC	PUBL NOTICE/TIF HEARING	\$190.20
E 214-58300-290 OUTSIDE SERVICES/CONTRACTS	CONLEY MEDIA LLC	PUBL NOTICE/TIF HEARING	\$190.19
E 216-58300-290 OUTSIDE SERVICES/CONTRACTS	VON BRIESEN & ROPER	MAY LEGAL FEES	\$10,115.00
EXPENSE Descr TIF FUND EXPENSES			\$10,495.39
EXPENSE Descr TRUSTEES			
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	FLOWER GARDEN	PLANT/WALLSCHLAGER	\$52.95
EXPENSE Descr TRUSTEES			\$52.95
EXPENSE Descr WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	JUNE HRA FEES	\$61.96
E 620-53700-921 OFFICE SUPPLIES & EXPENSES	OFFICEMAX	OFFICE SUPPLIES	\$63.26
E 620-53700-921 OFFICE SUPPLIES & EXPENSES	OFFICEMAX	RETURN	-\$15.00
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	PAETEC (WINDSTREAM)	MAY-JUN PHONE/INTERNET	\$301.33
E 620-53700-635 MAINTENANCE OF TREATMENT PLANT	PARTS HUT HARTLAND	BELTS	\$51.88
E 620-53700-651 MAINTENANCE OF MAINS	STRIETER FARM TRUCK SERVICE	DELIVERY/COTTONWOOD	\$332.50
E 620-53700-635 MAINTENANCE OF TREATMENT PLANT	USA BLUE BOOK	DRUM PUMP	\$526.40
E 620-53700-635 MAINTENANCE OF TREATMENT PLANT	USA BLUE BOOK	VALVE/END ASSY	\$466.29
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	APR-MAY #3 PUMPHOUSE	\$881.25
EXPENSE Descr WATER UTILITY			\$2,669.87
			\$181,936.93

VILLAGE OF HARTLAND
NOTICE OF 2015 ALCOHOL LICENSE RENEWALS
VILLAGE BOARD MEETING
MONDAY, JUNE 22, 2015

Applications for Class "A" Beer/Liquor, "Class B" Liquor, Class "B" Beer, and Class "A" Liquor, Reserve Class "B" Beer/"Class B" Liquor Licenses and "Class C" Wine Licenses.

Please take notice that the following applicants have made and filed an application for a Class "B" Beer/"Class B" Liquor, Reserve Class "B" Beer/"Class B" Liquor, Class "A" Beer, Class "A" Beer/Class "A" Liquor, "Class B" Beer License or "Class C" Wine License to be issued by the Village of Hartland, Waukesha County, pursuant to the approval of said applications, for the license period of July 1, 2015 ending June 30, 2016. These licenses will be considered by the Village Board at their meeting on Monday, June 22, 2015 at 7:00 pm. The meeting will be held in the Board Room, of the Municipal Building, 210 Cottonwood Avenue.

CLASS "B" BEER/"CLASS B" LIQUOR

1. El Pueblo Inc., dba Café El Sol & Senor Tomas, 150 North Ave., Marco Alarcon, Agent
2. Flanagan-Dorn Legion Post #294, 231 Goodwin Ave., William T. Lay, Jr. Agent
3. KNP Enterprises, Inc., dba Phoenix, 129 Cottonwood Ave., Nancy Fetkenhauer, Agent
4. Lake Country Racquet and Athletic Club, Inc. dba Lake Country Racquet Club, 560 Industrial Dr., Trudy Gebhard, Agent
5. Margrit Meier, dba Hartland Inn, 110 Cottonwood Avenue, Margrit Meier, Individual
6. Palmer's Steakhouse, LLC, dba Palmer's Steakhouse, 122 E. Capitol Dr., Jerome Arenas, Agent
7. Endter's Sports Grill, LLC, dba Endter's Sports Grill, 300 Cottonwood Ave., Patrick Endter, Agent
8. Saloon 247 LLC, dba Saloon 247, 247 W. Capitol Drive, David Marklund, Agent
9. The Legend at Bristlecone Pines, LLC, dba The Legend at Bristlecone, 1500 E. Arlene Dr., Jack Gaudion, Agent,
10. JC Bogars, LLC, dba JC Bogars, 352A Cottonwood Ave., Juan C. Montano, Agent
11. Beer Snobs, Inc., dba Beer Snob Eats & Ales, 122 Cottonwood Ave., Steve Berger, Agent

RESERVE CLASS "B" BEER/"CLASS B" LIQUOR

1. Bin One Eleven, LLC, dba Bin One Eleven Wine Store & Tasting Bar, , 111 E. Capitol Dr., Justin Jackson, Agent

2. Hartland Hospitality Group, LLC, dba Zesti, 130 E. Capitol Dr., Maricela Feker, Agent

CLASS "A" BEER

1. Cardinal Service, Inc., dba Cardinal Service, 805 Cardinal Lane, Michael Jungbluth, Agent
2. Stop-N-Go of Madison, Inc., dba Stop-N-Go #273, 101 E. Capitol Dr., Andrew Bowman, Agent

CLASS "A" BEER/CLASS "A" LIQUOR

1. Fox Brothers Piggly Wiggly, Inc., dba Piggly Wiggly, 505 Cottonwood Ave., Patrick Fox, Agent
2. Walgreen Co., dba Walgreens #09365, 423 Merton Ave., Jacqueline Wagner, Agent
3. Sendik's Hartland, LLC, dba Sendik's Food Market, 600 Hartbrook Drive, Theodore Balistreri, Agent
4. Hartland Village Mart, Inc., dba Hartland Village Mart, 301 E. Capitol Dr., Moyez T. Badani, Agent

"CLASS B" BEER

1. Hartland Athletic Advancement Association, Inc., H.A.A.A. Bark River Canteen, David Godluck, Agent
2. Hartland Athletic Advancement Association, Inc., H.A.A.A, Nixon Park Canteen, Peter Ludtke, Agent
3. Endter's Sports Grill, LLC, dba Endter's Sports Grill, Nixon Park Fine Arts Center Concession Stand, Patrick Endter, Agent
4. Board & Brush, LLC, dba Board & Brush Creative Studio, 110 W. Capitol Dr., Julie Selby, Agent

"CLASS C" WINE

1. Board & Brush, LLC, dba Board & Brush Creative Studio, 110 W. Capitol Dr., Julie Selby, Agent

VILLAGE OF HARTLAND
LICENSES AND PERMITS
JUNE 22, 2015

Alcohol License Renewals

Listing attached of all applications for renewal of Class "B" Beer/"Class B" Liquor, Reserve Class "B" Beer/"Class B" Liquor, Class "A" Beer, Class "A" Beer/Class "A" Liquor, "Class B" Beer and "Class C" Wine licenses.

The Police Chief recommends approval. The Village Clerk recommends approval.

Amusement Devices - expires June 30, 2016

Endter's Sports Grill LLC, 300 Cottonwood Avenue
Flanagan-Dorn Legion Post #294, 231 Goodwin Avenue
KNP Enterprises, Inc. (The Phoenix), 129 Cottonwood Avenue
Saloon 247, 247 W. Capitol Drive
Sun Laundries, LLC, 515 Cottonwood Avenue

Bartender (Operator's) License – expires June 30, 2016

James Dadabo
Danielle Worden

The Police Chief recommends approval. The Village Clerk recommends approval. All applicants have successfully completed the Responsible Beverage Servers Course.

Cabaret License- expires June 30, 2016

Maricela Feker, Zesti, 130 E. Capitol Drive
Justin Jackson, Bin One Eleven, 111 E. Capitol Drive
Jack Gaudion, The Legend at Bristlecone Pines, 1500 E. Arlene Drive
Kenneth L. Zilisch, Flanagan Dorn Post 294 American Legion, 231 Goodwin Avenue
Margrit Meier, Hartland Inn, 110 Cottonwood Avenue
Endter's Sports Grill LLC, 300 Cottonwood Avenue

Cigarette Licenses- expires June 30, 2016

BAJB Services, LLC, dba Colburn's Car Wash, Over the Counter
Cardinal Service, Inc., 805 Cardinal Lane, Over the Counter
Fox Bros Piggly Wiggly, 505 Cottonwood Avenue, Over the Counter
Hartland Village Mart, Inc., 301 E. Capitol Drive, Over the Counter
Sendik's Hartland LLC, 600 Hartbrook Drive, Over the Counter
Stop N Go, 101 E. Capitol, Over the Counter
The Legend at Bristlecone Pines, 1500 E. Arlene Drive, Over the Counter
Walgreen's #9365, 423 Merton Avenue, Over the Counter

Taxi Cab - expires June 30, 2016

Lake Country Cares Cab, Inc.
W287N3700 North Shore Drive, Pewaukee, WI 53072

Temporary Bartender (Operator's) License

Daniel Bird

Weights and Measures - expires June 30, 2016

Aurora Pharmacy #065, 109 E. Capitol Drive
BAJB Services, LLC, dba Colburn's Car Wash, 700 Hartbrook Drive
Biebel's True Value, 480 Hartbrook Drive
Cardinal Service, Inc., 805 Cardinal Lane
Fox Bros. Piggly Wiggly, 505 Cottonwood Avenue
Hartland Village Mart, Inc., 301 E. Capitol Drive
Health & Happiness, 230 Pawling Avenue
Sendik's Hartland LLC, 600 Hartbrook Drive
Stop N Go #273, 101 E. Capitol Drive
Sun Laundries, LLC, 515 Cottonwood Avenue
Wisconsin Cement Co., 701 W. Capitol Drive
Walgreen's, 423 Merton Avenue

*P*ROCLAMATION

Honoring the Hartland Chamber of Commerce on its 65th Anniversary

Whereas, the Hartland Chamber of Commerce was organized on June 29, 1950 for the purpose of fostering interaction among businesses and cooperation throughout the entire Hartland area community, and

Whereas, the Hartland Chamber of Commerce serves its members as a business advocate and by providing programs and services which "Enhance, Educate and Connect business and community," and

Whereas, the Hartland Chamber of Commerce is highly visible in the area, sponsoring numerous community events, offering valuable member services and providing information about the resources of the Hartland community to area businesses, current and prospective residents and visitors as well.

Now, Therefore, Be It Proclaimed that the Village of Hartland Board of Trustees hereby proclaims its congratulations and thanks to the Hartland Chamber of Commerce for its continued work in the Hartland and Lake Country community to serve as an advocate for local businesses and as an invaluable resource for the community and encourages all residents to join it in honoring the Chamber on the occasion of its 65th anniversary.

Dated this 22nd day of June, 2015.

David Lamerand, Village President

ATTEST:

Darlene Igl, WCMC, CMC, Village Clerk

June 22, 2015

Project Plan for the Territory & Project Plan Amendment #2 of Tax Incremental District No. 4



Organizational Joint Review Board Meeting Held:	May 27, 2015
Public Hearing Held:	June 4, 2015
Adoption by Plan Commission:	June 4, 2015
Adoption by Village Board:	Scheduled for: June 22, 2015
Approval by the Joint Review Board:	Scheduled for: June 23, 2015

Tax Incremental District No. 4 Territory & Project Plan Amendment

Village of Hartland Officials

Village Board

David Lamerand
Richard Landwehr
Karen Compton
Randy Swenson
Rick Stevens
Ann Wallschlager
Michael C. Meyers

Village President
Village Trustee
Village Trustee
Village Trustee
Village Trustee
Village Trustee
Village Trustee

Village Staff

Darlene Igl
David Cox
Ryan Bailey
William E. Taibl

Village Clerk
Village Administrator
Village Finance Director/Treasurer
Village Attorney

Plan Commission

David de Courcy Bower
Tim Hallquist
David Lamerand
James “Chip” Schneeberger

Randy Swenson
Ryan Amtmann
Jack Wenstrom

Joint Review Board

David Lamerand
Norman Cummings
Cary Tessmann
Diana Taylor
Steve Kopecky
Connie Casper

Village Representative
Waukesha County
Waukesha Area Technical College District
Hartland-Lakeside J3 School District
UHS District of Arrowhead Union High
Public Member



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 4 (the “TID” or “District”) is an existing mixed-use district, which was created by a resolution of the Village of Hartland (“Village”) Village Board adopted on July 28, 2008 (the “Creation Resolution”).

Amendments

The District was previously amended in 2011 whereby a resolution was adopted to remove territory from the District, and to amend the list of projects to be undertaken. This amendment was the first of four territory amendments permitted for this District.

The DOR adjusted the base value of the District in 2012.

Purpose of this Amendment

The Village proposes to remove specified parcels from the TID #4 as it is not anticipated that additional development is going to occur, and the Village has been working to establish a new TID that overlaps a portion of the current boundaries TID #4, as amended in 2011. A map, located in Section 3 of this plan, identifies the Territory to be removed and its geographic relationship to the existing District’s boundaries. An additional map, located in Section 3 of this plan, identifies the proposed boundaries of the proposed District.

This amendment also modifies the categories, locations or costs of the Projects to be undertaken, providing incentive and opportunities for additional private development and redevelopment, by placing a cap on future planned expenditures.

Summary of Findings

- The subtraction of the territory will reduce the base value of the district to approximately \$890,000;
- The 2014 Equalized Value of the TID, including personal property results in an increment of \$1,044,000, which would have produced an increment of approximately \$20,000.
- The 2015 estimated Equalized Value of the TID, including personal property results in an increment of \$1,135,000, which is anticipated to generate approximately \$22,000 of increment;
- Throughout the remaining life of the district, the current increment will generate approximately \$340,000 of tax revenue, or a net present value of approximately \$270,000.

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made (since the purpose of this amendment is solely to subtract property, these tests cannot be applied in the conventional way. The Joint Review Board has previously concluded that these tests have been met. Accordingly, the Village finds that it is reasonable to conclude these tests continue to be satisfied):

1. **That “but for” amendment of this District, the additional development projected to occur within the amendment areas as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner at the values, or within the timeframe desired by the Village. In**

making this determination, the Village has considered the following information:

- That “but for” amendment of the District’s Project Plan, the ability of the district to provide resources to recoup costs associated with the district will not occur. The district has been in a negative increment position since the economic downturn started in 2008. In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to subtract property, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded that the “but for” test was met. Accordingly, the Village finds that it is reasonable to conclude the “but for” test continues to be satisfied. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.a.*
2. **The economic benefits of amending the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the Village has considered the following information:
 - Tax increment collections currently are not and are not expected to be sufficient to pay for the cost of all improvements made in the District, however, the subtraction amendment will improve the cash flow of the district. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.b.*
 3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.c.*
 4. Not less than 50% by area of the real property within the District, as amended, is suitable for a combination of commercial and residential uses, defined as “mixed-use development” within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).
 5. Based upon the findings, as stated above, and the original findings as stated in the Creation Resolution, the District remains declared a mixed-use District based on the identification and classification of the property included within the District.
 6. The Project Costs of the District relate directly to promoting mixed-use development in the District consistent with the purpose for which the District was created.
 7. There are no additional improvements as a result of this amendment.
 8. The Village estimates that none of the territory within the District, as amended, will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
 9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the Village.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on July 28, 2008 by resolution of the Village Board. The District's valuation date, for purposes of establishing base value, was January 1, 2008.

The existing District is a "Mixed Use District" based upon a finding that at least 50%, by area, of the real property within the District was suitable for a combination of commercial and residential uses within the meaning of Wisconsin Statutes Section 66.1105(2)(cm). The District will remain in compliance with this finding after the subtraction of the territory identified in this Amendment. The District will also remain in compliance with the prohibition that no more than 35% of the area of the District be allocated for newly-platted residential development.

Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a Village to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the District have been amended once prior to this Amendment.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

The Village proposes to remove specified parcels from the TID #4 as it is not anticipated that additional development is going to occur, and the Village has been working to establish a new TID that overlaps a portion of the current boundaries TID #4, as amending in 2011. A map, located in Section 3 of this plan, identifies the Territory to be removed and its geographic relationship to the existing District's boundaries. An additional map, located in Section 3 of this plan, identifies the proposed boundaries of the proposed District.

A map depicting the boundaries of the District is found in Section 3 of this Plan. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution, the District remains a mixed-use District based on the identification and classification of the property included within the District.

SECTION 6: Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 7: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The proposed TID #4 amendment is to remove some territory from the existing District's boundaries.

The project costs will not change, nor are there any additional improvements as a result of this amendment. The statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Document(s) remains in effect.

In the event any of the public works project expenditures are not reimbursable out of the special tax increment finance fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the Village for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan Amendment.

The Village reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the Village and as outlined in this Plan or the original Project Plan. To the extent the costs benefit the Village outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received by the Village in connection with the implementation of this Plan.

SECTION 8: Map Showing Proposed Improvements and Uses Within The District

There will be no change to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 9: Detailed List of Additional and/or Updated Project Costs

The project costs are changed to reflect the schedule below. As of the writing of this plan, the Village had expended a total of \$673,565. The only remaining expenses that will be incurred in the district relate to the District's administration and a small contingency that would bring the maximum expenditures to \$731,495. The statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Document remains in effect.

Proposed TIF Project Cost Estimates (from original and amended plan)

Village of Hartland, Wisconsin					
Tax Increment District # 4					
Estimated Project List					
Project ID	Project Name/Type	Amended Plan Varies	Spent to Date Varies	Anticipated Future Expenditures	Total (Note 1)
1	Utility Relocation	30,000	0		0
2	Street Amenities	50,000	0		0
3	Planning	15,000	21,768		21,768
4	Alley/River Improvements	50,000	0		0
5	Property Acquisition & Demolition	450,000	416,672		416,672
6	Administrative Expense	10,000	15,055	36,000	51,055
7	Development Incentives	550,000	217,000		217,000
8	Contingency	25,000	3,070	21,930	25,000
Total Projects		1,180,000	673,565	57,930	731,495
Notes:					
Note 1 Project costs are based on expenses to date plus anticipated future costs.					

SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the District, as amended by the subtraction of Territory, will remain economically feasible. The analysis in this section demonstrates the overall cash flow of the District improves by subtracting the identified parcels.

Available Financing Methods

The following is a list of the types of obligations the Village may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The Village may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the Village has a G.O. debt limit of \$58,379,530, of which \$43,994,530 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” Financing)

The Village may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the Village’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the Village and, therefore, do not count against the Village’s statutory borrowing capacity.

Tax Increment Revenue Bonds

The Village has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the Village, or as a form of lease revenue bond by its Community Development Authority (CDA) or by a Redevelopment Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the Village and therefore do not count against the Village’s statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the Village may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The Village can issue revenue bonds to be repaid from revenues of its various utility systems, including revenues paid by the Village that represent service of the system to the Village. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the Village must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the Village utilizes

utility revenues other than tax increments to repay a portion of the bonds; the Village must reduce the total eligible Project Costs in an equal amount.

Special Assessment “B” Bonds

The Village has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the Village determines that special assessments are appropriate, the Village can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the Village's statutory borrowing capacity. If special assessments are levied, the Village must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

As stated in the original project plan, projects identified will provide the necessary anticipated governmental services and/or development incentives to the remaining district. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements, if any. The Village reserves the right to alter the implementation of this Plan to accomplish this objective.

If financing as outlined in this Plan proves unworkable, the Village reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

There are no proposed changes to the projects or projects costs identified in the Original and/or Amended Project Plan documents.

Development Assumptions

It is not anticipated that there will be any additional development in the district.

Increment Revenue Projections

Village of Hartland, Wisconsin										
Tax Increment District # 4										
Tax Increment Projection Worksheet										
Type of District	Mixed Use		Base Value	882,700		Apply to Base Value				
Creation Date	July 28, 2008		Appreciation Factor	1.00%						
Valuation Date	Jan 1,	2008	Base Tax Rate	\$18.95						
Max Life (Years)	20		Rate Adjustment Factor							
Expenditure Periods/Termination	15	7/28/2023	Tax Exempt Discount Rate	3.00%						
Revenue Periods/Final Year	20	2029	Taxable Discount Rate	4.50%						
Extension Eligibility/Years	Yes 3									
Recipient District	No									

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2008	0	2009	0	0	2010	\$18.95	0	0
2	2009	0	2010	0	0	2011	\$18.95	0	0
3	2010	0	2011	0	0	2012	\$18.95	0	0
4	2011	0	2012	0	0	2013	\$18.95	0	0
5	2012	0	2013	0	0	2014	\$18.95	0	0
6	2013	1,044,000	2014	0	1,044,000	2015	\$18.95	19,784	16,569
7	2014		2015	10,440	1,054,440	2016	\$18.95	19,982	32,816
8	2015		2016	10,544	1,064,984	2017	\$18.95	20,181	48,747
9	2016		2017	10,650	1,075,634	2018	\$18.95	20,383	64,369
10	2017		2018	10,756	1,086,391	2019	\$18.95	20,587	79,688
11	2018		2019	10,864	1,097,254	2020	\$18.95	20,793	94,709
12	2019		2020	10,973	1,108,227	2021	\$18.95	21,001	109,439
13	2020		2021	11,082	1,119,309	2022	\$18.95	21,211	123,882
14	2021		2022	11,193	1,130,502	2023	\$18.95	21,423	138,045
15	2022		2023	11,305	1,141,807	2024	\$18.95	21,637	151,934
16	2023		2024	11,418	1,153,225	2025	\$18.95	21,854	165,552
17	2024		2025	11,532	1,164,758	2026	\$18.95	22,072	178,906
18	2025		2026	11,648	1,176,405	2027	\$18.95	22,293	192,001
19	2026		2027	11,764	1,188,169	2028	\$18.95	22,516	204,841
20	2027		2028	11,882	1,200,051	2029	\$18.95	22,741	239,842
Totals	1,044,000		156,051		Future Value of Increment		318,458		

Notes:
 Actual results will vary depending on development, inflation of overall tax rates.
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

Village of Hartland, Wisconsin									
Tax Increment District # 4									
Cash Flow Projection									
Year	Projected Revenues			Expenditures		Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2014	0		0		0	0	(637,671)		2014
2015	19,784		19,784	15,000	15,000	4,784	(632,887)		2015
2016	19,982		19,982	1,500	1,500	18,482	(614,406)		2016
2017	20,181		20,181	1,500	1,500	18,681	(595,724)		2017
2018	20,383		20,383	1,500	1,500	18,883	(576,841)		2018
2019	20,587		20,587	1,500	1,500	19,087	(557,754)		2019
2020	20,793		20,793	1,500	1,500	19,293	(538,461)		2020
2021	21,001		21,001	1,500	1,500	19,501	(518,960)		2021
2022	21,211		21,211	1,500	1,500	19,711	(499,249)		2022
2023	21,423		21,423	1,500	1,500	19,923	(479,326)		2023
2024	21,637		21,637	1,500	1,500	20,137	(459,189)		2024
2025	21,854		21,854	1,500	1,500	20,354	(438,835)		2025
2026	22,072		22,072	1,500	1,500	20,572	(418,263)		2026
2027	22,293		22,293	1,500	1,500	20,793	(397,470)		2027
2028	22,516		22,516	1,500	1,500	21,016	(376,454)		2028
2029	22,741		22,741	1,500	1,500	21,241	(355,213)		2029
Total	318,458	0	318,458	36,000	36,000				Total

Notes: Projected TID Closure

Fund balance as projected by the Village

SECTION 11: Annexed Property

No territory will be added to the District.

SECTION 12: Estimate of Property to be Devoted to Retail Business

The Village estimates that none of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

SECTION 13: Proposed Zoning Ordinance Changes

The Village does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Amended Project Plan.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and Village of Hartland Ordinances

It is expected that this Plan will be complementary to the Village's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other Village ordinances for the implementation of this Plan.

SECTION 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the Village will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: Orderly Development and/or Redevelopment of the Village of Hartland

This amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the Village.

SECTION 17: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Village does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:
Opinion of Attorney for the Village of Hartland Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105



TAGLaw International Lawyers

William E. Taibl
Direct Telephone
414-287-1213
wtaibl@vonbriesen.com

June 22, 2015

Mr. David Lamerand
Village President
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Re: Project Plan for Tax Incremental District No. 4, Amendment Number 2 of the Village of Hartland, Wisconsin

Dear Mr. Lamerand:

We have acted as attorneys for the Village of Hartland in connection with the proposed Amendment Number 2 of Tax Incremental District No. 4 of the Village of Hartland ("District") and the review of the attached Project Plan Amendment Number 2 for the District ("Project Plan").

In connection with this amendment, we have reviewed the Project Plan as amended and such other documents as we deem necessary to enable us to give this opinion.

Based upon our review, and reliance on the accuracy of the statements set forth in the Project Plan, it is our opinion that the Project Plan as amended is complete and complies with Section 66.1105 of the Wisconsin Statutes.

Very truly yours,

von BRIESEN & ROPER, s.c.

A handwritten signature in blue ink that reads "William E. Taibl".

William E. Taibl

WET:jrp

25427849_1.DOC

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

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.							
Statement of Taxes Data Year:		2013					
				Percentage			
County		2,421,651		12.95%			
Technical College		1,485,500		7.94%			
Municipality		5,201,297		27.81%			
Hartland-Lakeside J3 School District		5,646,939		30.19%			
UHS District of Arrowhead Union High		3,950,449		21.12%			
Total		<u>18,705,836</u>					
Revenue Year	County	Municipality	Hartland-Lakeside J3 School District	UHS District of Arrowhead Union High	Technical College	Total	Revenue Year
2010	0	0	0	0	0	0	2010
2011	0	0	0	0	0	0	2011
2012	0	0	0	0	0	0	2012
2013	0	0	0	0	0	0	2013
2014	0	0	0	0	0	0	2014
2015	2,561	5,501	5,972	4,178	1,571	19,784	2015
2016	2,785	5,982	6,495	4,544	1,709	21,515	2016
2017	2,813	6,042	6,560	4,589	1,726	21,730	2017
2018	2,841	6,103	6,625	4,635	1,743	21,947	2018
2019	2,870	6,164	6,692	4,681	1,760	22,167	2019
2020	2,898	6,225	6,759	4,728	1,778	22,388	2020
2021	2,927	6,287	6,826	4,775	1,796	22,612	2021
2022	2,957	6,350	6,894	4,823	1,814	22,838	2022
2023	2,986	6,414	6,963	4,871	1,832	23,067	2023
2024	3,016	6,478	7,033	4,920	1,850	23,297	2024
2025	3,046	6,543	7,103	4,969	1,869	23,530	2025
2026	3,077	6,608	7,174	5,019	1,887	23,766	2026
2027	3,107	6,674	7,246	5,069	1,906	24,003	2027
2028	3,139	6,741	7,319	5,120	1,925	24,243	2028
2029	3,170	6,808	7,392	5,171	1,945	24,486	2029
		<u>44,194</u>	<u>94,921</u>	<u>103,054</u>	<u>72,094</u>	<u>27,110</u>	<u>341,373</u>

Notes:
 The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.



June 4, 2015

Project Plan for the Creation of Tax Incremental District No. 6



Organizational Joint Review Board Meeting Held:	May 27, 2015
Public Hearing Held:	June 4, 2015
Adoption by Plan Commission:	June 4, 2015
Consideration for Adoption by Village Board:	Scheduled for: June 22, 2015
Approval by the Joint Review Board:	Scheduled for: June 23, 2015



Tax Incremental District No. 6 Creation Project Plan

Village of Hartland Officials

Village Board

David Lamerand	Village President
Richard Landwehr	Village Trustee
Karen Compton	Village Trustee
Randy Swenson	Village Trustee
Rick Stevens	Village Trustee
Ann Wallschlager	Village Trustee
Michael C. Meyers	Village Trustee

Village Staff

Darlene Igl	Village Clerk
David Cox	Village Administrator
Ryan Bailey	Village Finance Director/Treasurer
William E. Taibl	Village Attorney

Plan Commission

David de Courcy Bower	Randy Swenson
Tim Hallquist	Ryan Amtmann
David Lamerand	Jack Wenstrom
James “Chip” Schneeberger	

Joint Review Board

David Lamerand	Village Representative
Norman Cummings	Waukesha County
Cary Tessmann	Waukesha Area Technical College District
Diana Taylor	Hartland-Lakeside J3 School District
Steve Kopecky	UHS District of Arrowhead Union High
Connie Casper	Public Member



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 6 (the “TID” or “District”) is proposed to be created by the Village of Hartland (“Village”) as a mixed-use district. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.

The Village anticipates making total project expenditures of approximately \$1,900,000 to undertake the projects listed in this Project Plan. The Village anticipates completing the projects in a single phase. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Village Board (the “Creation Resolution”). The projects to be undertaken pursuant to this Project Plan are expected to be financed with a combination of a Municipal Revenue Obligation and advanced from Village funds, however, the Village may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the Village, or provide other advantages as determined by the Village Board. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the Village projects that additional land and improvements value of between \$7,800,000 and \$10,000,000 will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs between 2030 and 2033, dependent upon the final value of the project, which is earlier than the 20 year maximum life of this District.

Conclusions

Based upon the above, Ehlers conclude that:

- It is likely that the development of the TID area would not occur without the assistance from a tax increment district due to the sunk redevelopment cost of purchasing the commercial site, demolition of the commercial building and relocating utilities;
- Based upon the above information and attached analysis, the creation of a tax increment district would spur residential and commercial development.
- With the private development assumptions, coupled with the district costs assumptions, the tax increment revenue stream generated by the tax increment generated would support the proposed expenditure of \$1,900,000 of public funds within a tax increment district;
- The assumptions would result in a tax increment district created in 2015 that would generate a surplus of tax increments in 2034, dependent upon the final value of the development. Both

scenarios would result in the district closing prior to its required statutory closure in 2035 (with final increment in 2036).

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village.** In making this determination, the Village has considered the following information:
 - The Village has conducted an independent review of the intended developer’s sources and uses proforma for the initial proposed redevelopment project. This review has concluded that a public investment of approximately \$1,900,000 is required to enable the development to occur in the manner desired by the Village, while providing the developer a fair and reasonable return on their investment.
 - The Village caused an analysis of the developer’s sources and uses for the construction of the project. In that analysis, the Return on Investment (ROI) was below what would normally be expected for a project of this type. With the assistance of the TID, the ROI increased into the range which would normally be expected for a similar project.
 - In order to make the areas included within the District suitable for redevelopment, the developer will need to make a substantial investment to pay for the costs of: site preparation, installation of utilities; installation of related streetscape items; development incentive payments, grants and loans, and other associated costs. Due to the extensive initial investment in acquisition and demolition of existing structures and the public infrastructure that is required in order to allow redevelopment to occur, the Village has determined that redevelopment of the area will not occur solely as a result of private investment. Accordingly, the Village finds that absent the use of TIF, redevelopment of the area is unlikely to occur.
2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the Village has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
 - The development expected to occur within the District would create approximately 77 residential units, providing housing opportunities for workers. Currently, the Village and surrounding area has a limited inventory of the type of housing proposed, and the Village carries a zero vacancy rate.
3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

- If approved, the District’s creation would become effective for valuation purposes as of January 1, 2015. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2015 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
 - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the Village reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.
4. Not less than 50% by area of the real property within the District is suitable for a combination of commercial and residential uses, defined as “mixed-use development” within the meaning of Wisconsin Statutes Section 66.1105(2)(cm)
 5. Based upon the findings, as stated above, the District is declared to be a mixed-use District based on the identification and classification of the property included within the District.
 6. The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
 7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.
 9. The Village estimates that approximately 10% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
 10. The Project Plan for the District in the Village is feasible, and is in conformity with the master plan of the Village.

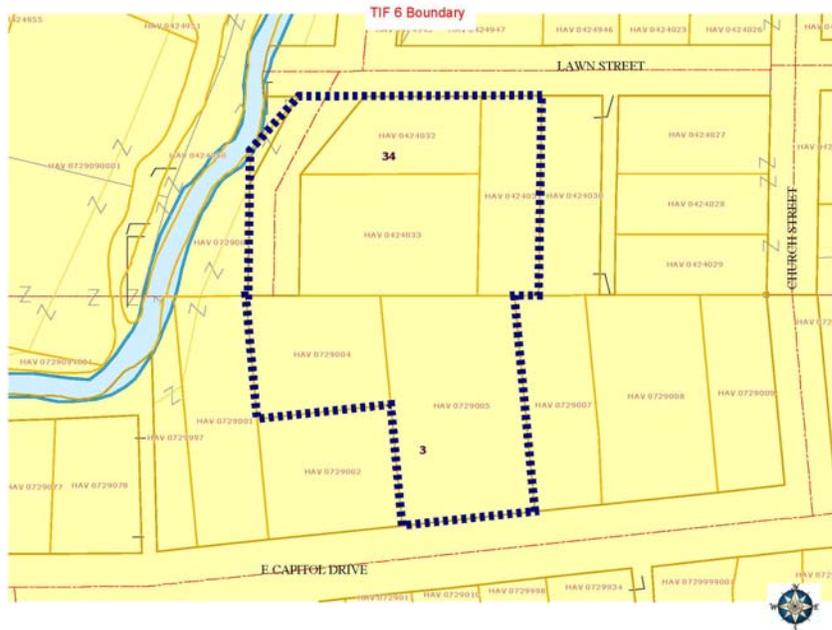
SECTION 2: Type and General Description of District

The District is being created by the Village under the authority provided by Wisconsin Statutes Section 66.1105. The District is created as a “Mixed Use District” based upon a finding that at least 50%, by area, of the real property within the District is suitable for a combination of commercial and residential uses as defined within the meaning of Wisconsin Statutes Section 66.1105(2)(cm) (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test).

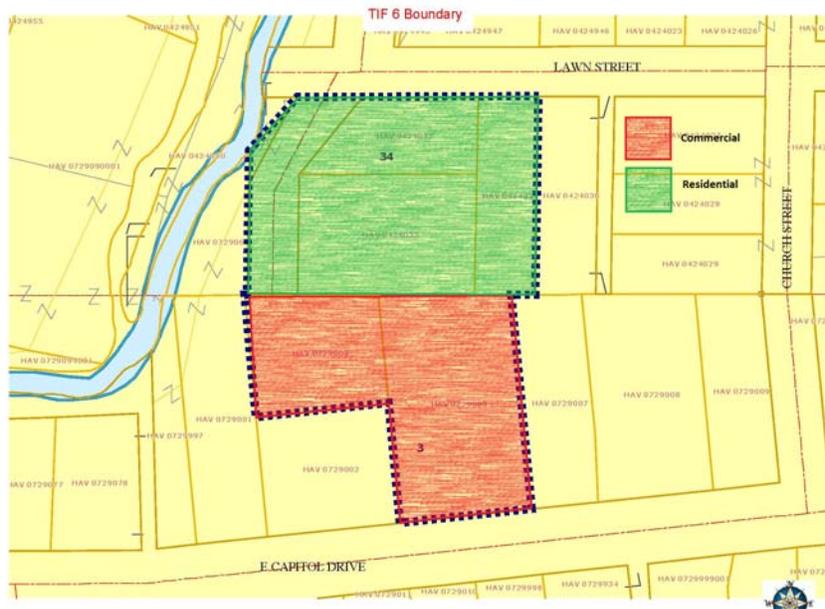
A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The Village intends that TIF will be used to assure that a combination of private commercial and residential development occurs within the District consistent with the Village’s development objectives. This will be accomplished by installing public improvements and making necessary related expenditures to induce and promote development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the Village. The project costs included in the Plan relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be a mixed-use District based on the identification and classification of the property included within the district.

SECTION 3: Preliminary Maps of Proposed District Boundary



SECTION 4: Map Showing Existing Uses and Conditions



SECTION 5: Preliminary Parcel List and Analysis

These Parcels are in TID# 6 but they are being subtracted from TID# 42, County TID# 6
 from the list, say that the Assessor would likely won't change the values for 2015

Village of Hartland, WI Tax Incremental District No. 6 Base Property Information										2015 Assessment Information				Equalized Value				District Classification						
Parcel Number	Street Address	Owner	Acreage	Annexed Post 1/1/04	Municipally Owned	Part of Existing TID	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Newly Planned Residential	Suitable for Mixed Use	Blighted	Rehab/ Conservation	Vacant	
HAW 0729005	208 E. CAPITOL DRIVE	B2 PROPERTIES LLC - 2020 BROOK PARK DR. BROOKFIELD, WI 53005	.657 ACRES	X		X	200,200	739,700		940,000	99.81%	200,676	741,088	0	941,764		100			100,000				0.00
HAW 0729004	130 OAK ST.	B2 PROPERTIES LLC - 2020 BROOK PARK DR. BROOKFIELD, WI 53005	.380 ACRES	X		X	47,000			47,000	99.81%	47,088		0	47,088									360 ACRES
HAW 0924003	215 GAWN ST.	VILLAGE OF HARTLAND	.298 ACRES	X		X	64,800			64,800	99.81%	64,521		0	64,521		100							289 ACRES
HAW 0924034	215 GAWN ST.	JOSEPH D MCCORMACK - 101 N. MILL ST. MADISON, WI 53701	.271 ACRES	X		X	61,800	124,600		186,400	99.81%	61,915	124,834	0	186,750									0.00
Total Acreage							452,300	864,300	0	1,316,600		453,149	865,922	0										
																Estimated Use Value		1,319,070						

SECTION 6: Equalized Value Test

The following calculations demonstrate that the Village is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the Village.

The equalized value of the increment of existing tax incremental districts within the Village, plus the base value of the proposed District, totals \$2,670,570. This value is less than the maximum of \$140,110,872, in equalized value that is permitted for the Village of Hartland. The Village is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

Village of Hartland				
Tax Increment District #6				
Valuation Test Compliance Calculation				
Anticipated Creation/Boundary Amendment	7/1/2015			
	Valuation Data	Dollar	Percent	Valuation Data
	Currently Available	Charge	Change	Est. Creation Date
Total EV (TID In)	1,167,590,600		3.00%	1,202,618,318
12% Test	140,110,872			140,110,872
Increment of Existing TIDs				
TID #4	0			0
TID #5	1,351,500			1,351,500
				0
				0
				0
				0
Total Existing Increment	1,351,500			1,351,500
Projected Base of New or Amended District	1,589,000		3.00%	1,636,670
Total Value Subject to 12% Test	2,940,500			2,988,170
Compliance	PASS			PASS
				Version 1

SECTION 7: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The proposed TID #6 creation would be a mixed-use district based on the identification and classification of the property proposed to be included within the District. Proposed project costs include various public improvements, acquisition of properties for redevelopment, cash grants to owners or lessee or developers of land located within the district (development incentives), relocation costs and professional and organizational services, administrative costs, and finance costs. The proposed costs include projects within the proposed boundary and within a ½ mile radius of the proposed boundary of the District.

It is not anticipated that a portion of the above improvements will be either assessed directly back to the benefitting properties, will be paid directly by developers or will benefit areas outside of the TID.

The following is a list of public works and other TIF-eligible projects that the Village expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Redevelopment

In order to promote and facilitate development and/or redevelopment the Village may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the Village from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the Village to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Acquisition of Rights-of-Way

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

Acquisition of Easements

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

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation

benefits as required by Wisconsin Statutes Sections 32.19 and 32.195, if applicable.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the Village related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

In order to make sites suitable for redevelopment, the Village may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

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

Utilities

Sanitary Sewer System Improvements

To allow development and/or redevelopment to occur, the Village may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements

There are inadequate water distribution facilities serving areas of the District. To allow redevelopment to occur, the Village will need to construct, alter, rebuild or expand water system infrastructure within, or immediately adjacent, to the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

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

Electric Service

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

Gas Service

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

Communications Infrastructure

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

Streets and Streetscape

Street Improvements

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

Streetscaping and Landscaping

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

amenities installed by the Village are eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

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

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the Village may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the Village's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The Village may make the following project cost expenditures outside the District:

- Street Improvements to E. Capital Drive and Lawn Street
- Water System Improvements in Lawn Street and E. Capital Drive

Professional Service and Organizational Costs

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

Administrative Costs

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

Financing Costs

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

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

In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the Village for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The Village reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the Village and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8: Map Showing Proposed Improvements and Uses

EXHIBIT A
Land Use Designation Amendment – Riverwalk Development



SECTION 9: Detailed List of Project Costs

All costs are based on 2015 prices and are preliminary estimates. The Village reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2015 and the time of construction. The Village also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. It is anticipated that the overall costs to be reimbursed through the TID represent \$1,900,000, not including administrative costs. In the event that the reimbursable costs associated with the TID exceed a 10% overage, the Village will amend the plan to address said project cost increases. The Village retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Village Board, without amending the Plan.

Proposed TIF Project Cost Estimates

Village of Hartland							
Tax Increment District #6							
Estimated Project List							
Project ID	Project Name/Type	Total Development Costs 2015	Developer Costs to be Recovered (TID Eligible) 2015	Village Costs (TID Eligible) 2015	Relocation Costs (TID Eligible) 2015	Developer Responsibility 2015	Total (Note 1)
1	Engineering	50,000		50,000		0	50,000
2	Land Acquisition/Demolition	1,134,000	940,900			193,100	1,134,000
3	Utility Relocation	68,000		68,000		0	68,000
4	Water System Looping	265,000		265,000		0	265,000
5	Pedestrian Bridge	70,000		70,000		0	70,000
6	Development Incentive		281,100	75,000		0	356,100
7	Relocation Costs	150,000			150,000	0	150,000
8	Del-Hart Charges	700,000				700,000	700,000
9	Building Construction	9,585,000				9,228,900	9,228,900
Total Projects		12,022,000	1,222,000	528,000	150,000	10,122,000	12,022,000
Notes:							
Note 1		Project costs are estimates and are subject to modification					
							Version 2

SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The Village has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The Village expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private redevelopment. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the redevelopment expected to occur, 2) a projection of tax increments to be collected resulting from that redevelopment and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the Village may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The Village may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the Village has a G.O. debt limit of \$58,379,530, of which \$43,994,530 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” Financing)

The Village may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the Village’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the Village and, therefore, do not count against the Village’s statutory borrowing capacity.

Tax Increment Revenue Bonds

The Village has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the Village, or as a form of lease revenue bond by a Community Development Authority (CDA) or by a Redevelopment Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the Village and therefore do not count against the Village's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the Village may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The Village can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the Village that represent service of the system to the Village. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the Village must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the Village utilizes utility revenues other than tax increments to repay a portion of the bonds, the Village must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The Village has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the Village determines that special assessments are appropriate, the Village can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the Village's statutory borrowing capacity. If special assessments are levied, the Village must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private redevelopment occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the Village and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The Village reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the Village reserves the right to use alternate financing solutions for the projects as they are implemented.

Cash Flow

Village of Hartland Tax Increment District #6 Cash Flow Projection													
Year	Projected Revenues					Expenditures						Balances	
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Municipal Revenue Obligation (MRO)		Public Infrastructure	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	Year	
				Dated Date: Principal	Est. Rate								Interest
2015			0		1,222,000			563,000	(563,000)		2015		
2016		(18,298)	(18,298)			528,000	35,000	150,000	(168,298)	(731,298)	2016		
2017	0	(23,767)	(23,767)				3,000		(26,767)	(758,065)	2017		
2018	132,508	(24,637)	107,871	0.00%	119,257		3,000		(14,386)	(772,451)	2018		
2019	133,833	(25,105)	108,729	0.00%	120,450		3,000		(14,721)	(787,172)	2019		
2020	135,171	(25,583)	109,588	0.00%	121,654		3,000		(15,066)	(802,238)	2020		
2021	136,523	(26,073)	110,450	0.00%	122,871		3,000		(15,420)	(817,659)	2021		
2022	137,888	(26,574)	111,315	0.00%	124,100		3,000		(15,785)	(833,444)	2022		
2023	139,267	(27,087)	112,180	0.00%	125,341		3,000		(16,160)	(849,604)	2023		
2024	140,660	(27,612)	113,048	0.00%	126,594		3,000		(16,546)	(866,150)	2024		
2025	142,067	(28,150)	113,917	0.00%	127,860		3,000		(16,943)	(883,093)	2025		
2026	143,487	(28,701)	114,787	0.00%	129,139		3,000		(17,352)	(900,445)	2026		
2027	144,922	(29,264)	115,658	0.00%	104,735		3,000		7,923	(892,522)	2027		
2028	146,371	(29,007)	117,364	0.00%			1,500		115,864	(776,658)	2028		
2029	147,835	(25,241)	122,594				1,500		121,094	(655,564)	2029		
2030	149,313	(21,306)	128,008				1,500		126,508	(529,057)	2030		
2031	150,807	(17,194)	133,612				1,500		132,112	(396,944)	2031		
2032	152,315	(12,901)	139,414				1,500		137,914	(259,031)	2032		
2033	153,838	(8,418)	145,419				1,500		143,919	(115,111)	2033		
2034	155,376	(3,741)	151,635				1,500		150,135	35,024	2034		
2035	156,930	1,138	158,068				1,500		156,568	191,592	2035		
2036	158,499	6,227	164,726				1,500		163,226	354,818	2036		
Total	2,757,612	(421,294)	2,336,318		1,222,000	678,000	81,500	1,981,500			Total		
Notes:	Public Infrastructure Costs covered through advance from Village												
	Advance charged back to TID at 3.25%												
	MRO payment schedule based on 90% of increment revenue stream not to exceed \$1,222,000												
	Version 1												

SECTION 11: Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the Village on or after January 1, 2004.

SECTION 12: Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the Village estimates that 10% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13: Proposed Zoning Ordinance Changes

The Village has already made changes to the zoning of the District area to accommodate the development.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and Village of Hartland Ordinances

It is expected that this Plan will be complementary to the Village's Master Plan. There are no proposed additional changes to the Master Plan, map, building codes or other Village ordinances for the implementation of this Plan.

SECTION 15: Relocation

It is anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the Village will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: Orderly Redevelopment of the Village of Hartland

The District contributes to the orderly redevelopment of the Village by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The development of the project will provide additional foot traffic into the downtown section of the Village. This additional foot traffic will add to the viability of the downtown business' currently residing and may add to the ability of the Village to attract additional investment into the downtown business district.

SECTION 17: List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Village does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:
Opinion of Attorney for the Village of Hartland Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105



TAGLaw International Lawyers

William E. Taibl
Direct Telephone
414-287-1213
wtaibl@vonbriesen.com

June 22, 2015

Mr. David Lamerand
Village President
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Re: Project Plan for Tax Incremental District No. 6 of the Village of Hartland, Wisconsin

Dear Mr. Lamerand:

We have acted as attorneys for the Village of Hartland in connection with the proposed creation of Tax Incremental District No. 6 of the Village of Hartland ("District") and the review of the attached Project Plan for the District ("Project Plan").

In connection with the creation of this District, we have reviewed the Project Plan and such other documents as we deem necessary to enable us to give this opinion.

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

Very truly yours,

von BRIESEN & ROPER, s.c.

A blue ink signature of William E. Taibl.

William E. Taibl

WET:jrp

25427862_1.DOC

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

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.								
Statement of Taxes Data Year:		2013						
				Percentage				
County		2,421,651		12.95%				
Technical College		1,485,500		7.94%				
Municipality		5,201,297		27.81%				
SCH D OF HARTLAND-LAKESIDE J3		5,646,939		30.19%				
UHS D OF ARROWHEAD UNION HIGH		3,950,449		21.12%				
Total		<u>18,705,836</u>						
Revenue Year	County	Municipality	SCH D OF HARTLAND- LAKESIDE J3	UHS D OF ARROWHEAD UNION HIGH	Technical College	Total	Revenue Year	
2017	0	0	0	0	0	0	2017	
2018	17,137	36,808	39,961	27,956	10,512	132,374	2018	
2019	17,308	37,176	40,361	28,235	10,617	133,698	2019	
2020	17,482	37,547	40,764	28,518	10,724	135,035	2020	
2021	17,656	37,923	41,172	28,803	10,831	136,385	2021	
2022	17,833	38,302	41,584	29,091	10,939	137,749	2022	
2023	18,011	38,685	42,000	29,382	11,049	139,127	2023	
2024	18,191	39,072	42,420	29,676	11,159	140,518	2024	
2025	18,373	39,463	42,844	29,972	11,271	141,923	2025	
2026	18,557	39,857	43,272	30,272	11,383	143,342	2026	
2027	18,743	40,256	43,705	30,575	11,497	144,776	2027	
2028	18,930	40,658	44,142	30,881	11,612	146,223	2028	
2029	19,119	41,065	44,583	31,189	11,728	147,686	2029	
2030	19,311	41,476	45,029	31,501	11,846	149,162	2030	
2031	19,504	41,890	45,480	31,816	11,964	150,654	2031	
2032	19,699	42,309	45,934	32,135	12,084	152,161	2032	
2033	19,896	42,732	46,394	32,456	12,204	153,682	2033	
2034	20,095	43,160	46,858	32,780	12,327	155,219	2034	
2035	20,296	43,591	47,326	33,108	12,450	156,771	2035	
2036	20,499	44,027	47,800	33,439	12,574	158,339	2036	
		<u>356,639</u>	<u>765,999</u>	<u>831,629</u>	<u>581,786</u>	<u>218,771</u>	<u>2,754,824</u>	

Notes:
 The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN AND BOUNDARIES OF TAX INCREMENTAL DISTRICT NO. 4, VILLAGE OF HARTLAND, WISCONSIN

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

WHEREAS, Tax Incremental District No. 4 (the "District") was created by the Village on July 28, 2008 as a mixed-use district; and

WHEREAS, the Village now desires to amend the Project Plan and boundaries of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such amendment will cause territory to be subtracted from the District, adding to the tax base of the Village and all overlapping taxing jurisdictions; and

WHEREAS, such amendment may also modify the categories, locations or costs of the Projects to be undertaken, providing incentives and opportunities for additional private development and redevelopment; and

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

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

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Waukesha County, the Hartland-Lakeside J3 & UHS District of Arrowhead Union High School Districts, and the Waukesha Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 4, 2015 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Village Board that it amend the Project Plan and boundaries for the District.

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, before the Village Board may amend any tax incremental district, the Plan Commission must designate the boundaries of such amended District and approve the Project Plan amendment for such District and submit its recommendation concerning the amendment of the District and the Project Plan to the Village Board;

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 4, Village of Hartland", are hereby amended as specified in Exhibit A of this Resolution.
2. The territory being subtracted from the District shall no longer be part of the District effective as of January 1, 2015.
3. The Village Board finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is suitable for a combination of commercial and residential uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).
 - (b) Based upon the findings, as stated in 3.a. above, and the original findings as stated in the resolution creating the District, the District remains a mixed-use district based on the identification and classification of the property included within the District; and
 - (c) There are no additional improvements as a result of this amendment.
 - (d) The Village estimates that approximately none of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (e) The project costs of the District relate directly to promoting mixed-use development in the District consistent with the purpose for which the District was created.
 - (f) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District.
4. The amended Project Plan for "Tax Incremental District No. 4, Village of Hartland" (attached as Exhibit B) is approved, and the Village further finds the Plan is feasible and in conformity with the master plan of the Village.

BE IT FURTHER RESOLVED THAT the Village Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2015, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b) and to pay the fee(s) associated with such determination.

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

Adopted this _____ day of _____, 2015.

Village President

Village Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 4
VILLAGE OF HARTLAND**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

**RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE
BOUNDARIES FOR AND THE CREATION OF
TAX INCREMENTAL DISTRICT NO. 6,
VILLAGE OF HARTLAND, WISCONSIN**

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

WHEREAS, Tax Incremental District No. 6 (the "District") is proposed to be created by the Village as a mixed-use district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

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

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

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Waukesha County, the Hartland-Lakeside J3 & UHS District of Arrowhead Union High School District, and the Waukesha Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 4, 2015 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

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

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 6, Village of Hartland", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2015.
3. The Village Board finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is suitable for a combination of commercial and residential uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).
 - (b) Based upon the findings, as stated in 3.a. above, the District is declared to be a mixed-use district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.
 - (e) The Village estimates that approximately 10% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (f) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
 - (f) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District.
4. The Project Plan for "Tax Incremental District No. 6, Village of Hartland" (attached as Exhibit B) is approved, and the Village further finds the Plan is feasible and in conformity with the master plan of the Village.

BE IT FURTHER RESOLVED THAT the Village Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2015, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

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

Adopted this _____ day of _____, 2015.

Village President

Village Clerk

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 6
VILLAGE OF HARTLAND**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

PLANNED UNIT DEVELOPMENT
AND
TAX INCREMENTAL DISTRICT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AND TAX INCREMENTAL DISTRICT AGREEMENT (the “**Agreement**”) is entered into as of _____, 2015 (the “**Effective Date**”) by and between the Village of Hartland (the “**Village**”) and JD McCormick Company, LLC (the “**Developer**”).

RECITALS

A. Developer desires that the Real Estate, as herein defined, be rezoned to B-3 Central Business/Mixed Use District with a Planned Unit Development (PUD) Overlay District to allow a mixed use residential and commercial development.

B. Section 46-491 et seq of the Hartland Village Code regarding B-3 Central Business/Mixed Use District provides that commercial and residential uses are Permitted Uses and that mixed uses that are compatible and in accordance with Division 29 regarding Planned Unit Development are Conditional Uses.

C. In accordance with Division 29 of Article III of Chapter 46 of the Hartland Code of Ordinances pertaining to Planned Unit Development, the proposed development including a mix of residential and commercial uses is considered a Conditional Use.

D. The Plan Commission of the Village of Hartland reviewed the Project, as herein defined, and has recommended approval of said Project, related rezoning and granting of the Conditional Use upon entry by the Village and the Developer into a Planned Unit Development Agreement.

E. The Village of Hartland is requiring that, as conditions of Planned Unit Development approval, the Developer make and install all improvements necessary and desirable to service the Project and the Real Estate.

F. The Village has established, or is in the process of establishing, Tax Incremental District No. 6 (the “**District**”) as a mixed use tax increment district under the Village’s proposed project plan (the “**Project Plan**”) in order to finance various project costs within the District as permitted under Wis. Stat. § 66.1105 (the “**TI Act**”).

G. The Developer currently owns a portion of the land described in **Exhibit A** and intends to acquire the balance of the land described in Exhibit A (collectively, the Exhibit A land is hereinafter referred to as the “**Real Estate**”) located within the boundaries of the District and intends to develop the Real Estate for residential and commercial uses.

H. The Village believes it is appropriate to use tax increments from the District to provide for the construction of certain Developer Obligations (as hereinafter defined) in and for the benefit of the District, to facilitate development and redevelopment within the District and to provide financial assistance for portions of such improvements and development.

I. The Village further believes that the Developer's proposed development within the District, as described in this Agreement, ("**Project**") is in the best interests of the Village and its residents and is reasonably consistent with the public purposes set forth in the Project Plan and the development expectations supporting the creation of the District.

J. The Village Board has duly approved the rezoning of the Real Estate, Conditional Use Permit, Planned Unit Development Overlay, Developer's plans for the Project and the use of tax increments as defined and described herein and has authorized the terms and provisions of this Agreement on the condition that the Developer enter into said Agreement.

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

ARTICLE I

1.1 Required Documentation. The Village shall have no obligations under this Agreement and shall have the right to terminate this Agreement in accordance with the provisions of Section 2.1, if the Developer does not timely furnish the documentation referenced in **Exhibit B** ("**Required Documentation**") to the Village, in form and content reasonably acceptable to the Village.

ARTICLE II

2.1 Termination Rights. Subject to the applicable notice and cure provisions of Section 11.1:

(a) If the Developer fails to fully and timely provide, as determined in the sole discretion of the Village, the Required Documentation in compliance with Section 1.1 on or before July 31, 2015, the Village shall have the right to terminate this Agreement and the Village shall have no obligations under this Agreement.

(b) If the Village does not receive the approval of the District and the Project Plan by the Village Board of Trustees and the joint review board (as set forth in §66.1105(4) and §66.1105(4m) of the TI Act) on or before July 22, 2015, the Village shall have the right to terminate this Agreement and shall have no obligations under this Agreement.

2.2 Reimbursement for Expenses. In the event the Village elects to terminate this Agreement pursuant to the provisions of this Subsection 2.1(a) above, the Developer shall pay to the Village a sum of **\$12,000.00** as reimbursement to the Village for a portion of its administrative expenses, engineering fees, legal fees and consultant fees related to this Agreement and the Developer's proposed development under this Agreement. Any payments due from the Developer pursuant to this Section 2.2 shall be paid within 30 days of the date of termination of this Agreement. Receipt of such payment shall be the Village's sole and exclusive remedy if this Agreement is terminated under Section 2.1(a) above. Developer shall

have no liabilities or obligations to the Village if this Agreement is terminated under Subsection 2.1(b) above.

ARTICLE III

3.1 Developer Obligations. The Developer shall make the following improvements, satisfy the following obligations and perform the following work on and related to the Real Estate and the Project subject to and in compliance with the “Final Plans” provided as a part of the Required Documents under Exhibit B and pursuant to the other terms and conditions of this Agreement (collectively, the “**Developer Obligations**”):

(a) The Developer shall commence: (i) the demolition of the existing commercial building on the Real Estate not later than September 1, 2015, and (ii) the construction of improvements on the Real Estate not later than October 1, 2015. Upon commencement of such work, the Developer shall proceed to the full completion of all of the Developer Obligations with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 18.3 below. The following elements of the Developer Obligations related to the Project shall be completed substantially in accordance with the Final Plans, this Agreement and all applicable building and zoning codes and ordinances on or before the following dates:

Erosion control measures and construction fencing	Prior to commencement of the work on the Real Estate
Building demolition and site preparation for construction	October 31, 2015
All utility installations and relocations including the Water Main Loop referenced in Section 3.1(i)	December 31, 2015
Foundations and, as applicable, building slabs and basements	December 31, 2015
Exterior completion of the building referenced at Section 3.1(c)	June 1, 2016
Exterior completion of buildings referenced at Section 3.1(d)	August 1, 2016
Parking lots and stalls referenced in Section 3.1(e) and all site landscaping as referenced in Section 3.1(f) and restoration	September 1, 2016
Occupancy permits issued for the	October 31, 2016

building referenced at Section 3.1(c)	
Occupancy permits issued for the buildings referenced at Section 3.1(d)	December 31, 2016
Completion of the Walkways referenced in Section 3.1(g)	September 1, 2016

(b) As part of the Developer’s demolition work on the Real Estate, the Developer shall remove and dispose of all existing buildings, destroyed trees, brush, tree trunks and shrubs and all rubbish and rubble on the Real Estate in accordance with all applicable state, federal and municipal codes and ordinances. The Developer shall not destroy or remove any live vegetation nor conduct any grading or filling related activities except in accordance with the Final Plans as referenced in Exhibit B and under any required and issued Wisconsin Department of Natural Resources permit. The Developer shall comply with all applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to clearing, protection and replacement of trees including, but not limited to, submission of a tree protection plan and the obtaining of a tree permit prior to the commencement of work on the Real Estate.

(c) The Developer shall construct a new, four thousand one hundred eighty-seven square foot (4,187 ft²), two-story mixed-use building (“**Building #3**”) with commercial units on the ground floor and three residential apartment units on the second floor that is substantially similar to the mixed-use building plans attached hereto as Schedule 3.1(c).

(d) The Developer shall construct two (2) new, three-story apartment buildings with thirty-two (32) residential units (“**Building #1**”) and forty-two (42) residential units (“**Building #2**”), respectively, that are substantially similar to the residential building plans attached hereto as Schedule 3.1(d). Between the mixed-use building and the two residential buildings, the Developer shall construct a total of seventy-seven (77) residential units, fifty (50) of which shall be one bedroom units and twenty-seven (27) of which shall be two bedroom units.

(e) The Developer shall construct private parking on the Real Estate to service the Project. As a conditional use under Section 46-494 (1) of the Hartland Code of Ordinances, the Developer agrees to provide, at a minimum, one hundred thirty-three (133) parking stalls (seventy-four (74) parking stalls beneath the two residential buildings and fifty-nine (59) surface parking stalls) in the locations shown on Schedule 3.1(e) attached hereto and to reasonably cooperate in good faith with the Village and the owner of the property adjacent to the Real Estate on the west which is generally known as 148 and 160 East Capitol Drive with tax identification numbers HAV0729001 and HAV0729002 (“**Adjoining Parcel**”) in the development of additional joint parking and cross access rights to be shared on the Real Estate and the Adjoining Parcel (collectively, “**Parking and Access Agreements**”). The Developer shall make

reasonable good faith efforts to negotiate, execute and deliver such easement agreements as are deemed reasonably necessary and appropriate to implement the Parking and Access Agreements on or before November 30, 2015. The Village agrees to assist the Developer and the owner of the Adjoining Parcel in the negotiation of appropriate easements; however, the Village shall have no obligation to incur any costs related to the easements or the Parking and Access Agreements.

(f) The Developer shall be responsible for landscaping on the Real Estate, including trees, shrubs, seeding or sod (the Village acknowledges that such work is seasonal by its nature and the Developer shall have the right to complete landscaping within the customary season for such landscaping but not later than September 1, 2016) and such landscaping shall be substantially similar to the landscaping plan attached hereto as Schedule 3.1(f) (including, without limitation, saving four existing trees as shown on such schedule).

(g) The Developer shall construct and, upon completion in accordance with the Final Plans, dedicate to the Village: (1) a pedestrian bridge across the Bark River that will connect to a Village parking area (“**Bridge**”), and (2) a ten foot (10’) wide path to allow for a public walkway and to accommodate Village maintenance trucks (collectively with the Bridge, the “**Walkways**”) at the time of the dedication of the Bridge, the Developer shall furnish to the Village one set of as built plans for the Bridge. The as built plans shall contain such detail as deemed appropriate by the Village Engineer and the Village Director of Public Works..

(h) The Developer shall construct the pathways on the Real Estate and off the Real Estate substantially in compliance with the path locations identified on Schedule 3.1(f) (“**Pathways**”). The Pathways shall be located and constructed in compliance with the Final Plans. The Developer shall grant a permanent access easement, in form and in substance reasonably acceptable to the Village, to the Village and general public for unrestricted passage and enjoyment over those portions of the Pathways located on the Real Estate. The improvements for the Pathways to be constructed by the Developer which are not located on the Real Estate shall be dedicated to the Village upon completion subject to the Village’s acceptance of such dedication. The Pathways on the Real Estate shall be maintained by the Developer, at the Developer’s expense, year round including winter maintenance performed in compliance with the Village Code requirements for snow and ice removal and control in a manner which would be in compliance with the maintenance of public sidewalks. The Developer hereby grants to the Village and its agents or subcontractors a permanent easement to access the Pathways on the Real Estate and to repair and maintain them at the Village’s sole option in the event the Developer fails to maintain such Pathways in good condition and repair and in compliance with the preceding sentence. Any costs incurred by the Village for any repair or maintenance performed by the Village on those portions of the Pathways located on the Real Estate shall be assessed against the Real Estate as a special charge pursuant to Wisconsin Statutes.

(i) The Developer shall install, or have installed, all sanitary sewer and water laterals on the Real Estate, as well as connections of such laterals to sewer and

water mains. Also, the Developer shall replace the existing water main on Lawn Street with approximately four hundred (400) feet of eight inch (8") water main that will be connected under East Capitol Drive to create a loop (the "**Water Main Loop**") and dedicate the Water Main Loop to the Village upon completion. The Village shall have no obligation to accept the Water Main Loop until it has been inspected by the Village Engineer and the Director of the Public Works and it is determined to be installed in accordance with the Final Plans. Prior to dedication, the Developer shall furnish to the Village one set of reproducible as built plans for the Water Main Loop. Reproducible plans shall be provided on Mylar or another similar media acceptable to the Village Engineer and to the Director of Public Works together with an electronic file copy of said plans compatible with the Village's GIS software. Electronic plans provided shall include GPS locations for hydrants, valves and other structures as requested by the Village Engineer or Director of Public Works. No occupancy permits shall be processed or issued until the Water Main Loop has been dedicated to, and accepted by, the Village.

(j) The Developer shall obtain and record a certified survey map of the Real Estate to facilitate the required dedications, conveyances contemplated in this Agreement and to consolidate the real property currently owned by the Developer and the property being conveyed to the Developer for this Project (the "**CSM**"). The Developer shall be solely responsible for placing survey or other monuments or markers required by the Village Engineer and for complying with all applicable state laws and Village ordinances related to land consolidations and CSM's.

(k) The Developer shall install, or have installed, and, as necessary, relocate, all electric, gas, telephone and cable services ("**Utilities**") for the use and operation of the Project.

(l) The Developer shall install, or have installed, all storm water drainage systems and facilities on the Real Estate in accordance with a storm water plan approved by the Village. Also, the Developer shall be responsible for snow and ice removal activities on the Real Estate (including, without limitation, hauling away snow after larger snow storms).

(m) The Developer shall be responsible for all erosion control related to the Developer's construction of the Developer Obligations in compliance with all applicable municipal and state erosion control restrictions and requirements. The Developer shall complete the required weekly erosion control inspections and reports in accordance with the erosion control permit. The Developer shall be responsible for costs and periodic compliance inspections of erosion control facilities that will be conducted by the Village Engineer or his designee. If any erosion control facilities including, but not limited to, bales, silt fences and berms are washed out or otherwise rendered ineffective as determined by the Village Engineer, Director of Public Works or Building Inspector, the Developer shall repair or replace said facilities within 48 hours of being notified in writing by the Village. If the Developer fails to repair or replace such facilities within 48 hours of being notified by the Village, the Village may, but is not required to, repair

or replace such facilities and charge 125% of all costs incurred by the Village in the performance of such work to the Developer. Such amount shall be paid by the Developer to the Village within twenty (20) days of the Village's demand..

(n) Except for the Grants provided by the Village in accordance with Article VI of this Agreement, the Developer shall be responsible for all costs related to the work to be performed by the Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor, and inspection, permit and license fees.

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

(p) For the dedications to the Village of those portions of the improvements to be made by the Developer as part of the Developer Obligations, the Developer shall execute and deliver to the Village such documentation as the Village may reasonably require evidencing the unconditional grant, conveyance and full dedication of such improvements to the Village free and clear of all liens and encumbrances and shall include, to the extent necessary, easements over the Real Estate to enable the Village to exercise all of its rights related to such dedicated improvements including, but not limited to, inspection, maintenance, repair and replacement. The Developer shall notify the Village in writing when any improvement to be dedicated to the Village pursuant to this Agreement is complete in accordance with the Final Plans. After receipt of such notice, the Village Engineer and the Director of Public Works will inspect and/or reinspect as necessary such improvements and prepare and deliver to the Developer a written punch list of repairs necessary to bring such improvements into conformance with the Final Plans. Upon the Developer's written notice to the Village that all punch list repairs for such public improvements are complete, and following satisfactory completion of any applicable reinspection, the Village shall, subject to the reinspection and approval of the Village Engineer and the Director of Public Works, by separate resolution, accept the dedication of such improvements.

(q) The Developer and the Village acknowledge that the Village has caused a needs assessment study to be performed pursuant to Wis. Stat. §66.0617 and that the Village has enacted Ordinance §50-232 that imposes impact fees pertaining to the Village's services and facilities. The Developer and the Village acknowledge that the ultimate occupants of the Real Estate will utilize these Village services and facilities and

that the impact fees imposed by the Village Ordinances are necessary to pay for capital costs of facilities in order to accommodate land development. Accordingly, the Developer shall pay to the Village impact fees in the then current amount in accordance with the Village Code upon application for building permits.

(r) The Developer acknowledges that sanitary sewer service to the Real Estate is subject to the payment of both a Connection Charge under §86-276 of the Village Code and a Regional Sewer Availability Charge (“RSAC”) under §86-277 of the Village Code as those sections and fees may be adjusted from time to time. The Developer shall pay to the Village the then current Connection Charge and RSAC fee applicable to the Real Estate upon application for building permits including connection to the sanitary sewer system.

(s) The Developer shall pay and discharge all taxes, assessments and other governmental charges upon the Real Estate when due.

ARTICLE IV

4.1 Village Obligations. The Village, at its own expense, shall satisfy the following obligations and perform the following work pursuant to the terms and conditions of this Agreement (collectively, the “**Village Obligations**”):

(a) Subject to the conditions set forth in Village Resolution No. 12-22-14-01 (the “**Oak Street Vacation Resolution**”), namely, the final approval of the CSM by the Village, the Village shall record a certified copy of the Oak Street Vacation Resolution with the Waukesha County Register of Deeds to evidence the vacation of the portion of the Oak Street right-of-way shown on the attached Schedule 4.1(a).

(b) Within twenty (20) days of the Village’s receipt of the Required Documents that comply with the provisions of Section 1.1 of this Agreement, the Village agrees to convey the real property described in Exhibit C and all improvements thereon (collectively, the “**Village Property**”) to the Developer. The conveyance of the Village Property to the Developer shall be subject to the following terms and conditions:

(i) The Village Property shall be conveyed by special warranty deed in the form attached hereto as Exhibit D with good and marketable title, free and clear of all liens, security interests, mortgages or encumbrances of any kind, except for the permitted encumbrances on the Village Property as set forth on Exhibit E attached hereto (collectively, the “**Permitted Encumbrances**”).

(ii) Title to the Village Property shall be insured by a policy of title insurance, or a binding commitment for such a title policy, that will be effective upon conveyance and insure the quality of title of the subject property as provided in Subsection 4.1(a) above.

(iii) The Village shall give evidence of title in the form of a commitment for an owner’s policy of title insurance with a gap endorsement, on a

current ALTA form issued by an insurer licensed to write title insurance in Wisconsin with a coverage amount of \$143,000.00. The Village shall pay for all costs of the owner's policy of title insurance and gap endorsement, and Developer shall be responsible for obtaining any additional endorsements and paying for all costs associated with such additional endorsements covering the Village Property as may be determined by the Developer. Each party shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policy of title insurance described above.

(iv) The Village Property is being conveyed "AS-IS, WHERE-IS" and the Village is making no representations or warranties, express or implied, with respect to the condition of the Village Property. The Developer agrees that the Developer is relying exclusively upon its own inspection of the Village Property and not on any information provided by the Village. **THE DEVELOPER WAIVES ANY AND ALL CLAIMS AGAINST THE VILLAGE INCLUDING ITS OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND CONSULTANTS (COLLECTIVELY, "RELEASED PARTIES"), INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE VILLAGE PROPERTY, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE INTENTIONAL WRONGDOING OF THE RELEASED PARTIES.**

ARTICLE V

5.1 Access Rights. The Developer hereby grants to the Village, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Real Estate, at all reasonable times (upon reasonable notice to the Developer), for the purposes of facilitating the Village's inspection of the Real Estate and the Developer Obligations. Any inspection conducted by the Village or its agents shall be deemed to have been for the Village's own benefit (and at its own expense, unless the Village must perform multiple inspections as a result of the Developer's failure to meet the Final Plans) and shall in no way be construed to be for the benefit of or on behalf of the Developer. The Developer shall not (and hereby waives any right to) rely upon such appraisals, inspections or determinations of the Village in any way. All fees and costs charged or incurred by the Village for Village inspections related to the Developer Obligations (collectively, "**Inspection Fees**") shall be paid by the Developer from the Services Grant Holdback referenced in Section 6.1(a). In the event such fees and costs exceed the Services Grant Holdback, the Developer shall pay to the Village such excess within twenty (20) days of the Village's demand. The Village hereby grants to the Developer, its agents, employees, contractors and consultants the right to enter those portions of the Village's property necessary and reasonable to enable the Developer to perform the Developer Obligations under

this Agreement. Any damage to the Village's property caused by the exercise of these rights, shall be promptly repaired by the Developer and, in any event, within thirty (30) days of the Village's demand.

5.2 Consultants. At any time, the Village shall have the right to retain consulting engineers and architects to perform services for the Village including:

- (a) to make periodic inspections for the purpose of assuring that construction is in accordance with the requirements of this Agreement and to advise the Village of the anticipated cost of, and a time for, the completion of construction work; and
- (b) to review and advise the Village of any proposed changes in the construction of the Developer Obligations.

The Village's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the Village for the acts or omissions of the consulting engineers or architects or their employees or agents.

5.3 Time is of the Essence. Time is of the essence with reference to the Developer's obligation to commence and complete the Developer Obligations. The Developer acknowledges that the timely performance of the Developer's work under this Agreement is critical to the collection of the tax increment upon which the Village and the Developer are relying for the performance of their respective obligations under this Agreement.

ARTICLE VI

6.1 Grants. Provided the Developer has complied with the provisions of Section 1.1 of this Agreement and is not in Default (as defined below) under this Agreement, and subject to the applicable notice and cure provisions of Section 11.1, the Village shall make cash contributions to the Developer to be used towards the costs incurred and evidenced by the Developer related to the specific Developer Obligations represented in this Section 6.1 (each a "**Grant**" and, collectively, the "**Grants**"). Each Grant is limited to the actual expenses incurred by the Developer for the specific Developer Obligation(s) related to such Grant and supported by invoices in form and in substance acceptable to the Village in the Village's sole discretion ("**Invoices**") and each Grant is subject to the following conditions:

- (a) A Grant for engineering, survey and architect expenses related to the Project in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), will be provided by the Village no later than thirty (30) days after the Village receives invoices (in form and substance acceptable to the Village in the Village's sole discretion) for such engineering, survey or architect services related to the Project ("**Services Grant**"). The Village shall withhold \$5,000.00 from the Services Grant ("**Services Grant Holdback**") to be held and applied by the Village to the Developer's fees and costs payment obligations under Section 5.1. In the event the total amount of Inspection Fees is less than the Services Grant Holdback at the time the Developer has completed all of its construction obligations on the Real Estate as part of the Developer's Obligations,

the amount of the Services Grant Holdback in excess of the total Inspection Fees shall be paid to the Developer by the Village.

(b) A Grant for demolition of the existing commercial building on the Real Estate in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00), will be provided by the Village no later than thirty (30) days after the Developer confirms with the Village (and the Village agrees) that the existing commercial building and all related debris and rubble have been removed from the Real Estate and the Village has received the applicable Invoices..

(c) A Grant for relocation of existing Utilities on the Real Estate in an amount not to exceed Sixty-Eight Thousand Dollars (\$68,000.00), will be provided by the Village no later than thirty (30) days after the Village receives: (1) written confirmation from We Energies that all utility relocation work on the Real Estate is complete, (2) a written certification by the Developer's engineer that all utility work on the Real Estate is complete and consistent with the utility relocation work contemplated in the Final Plans and (3) the Village has received the applicable Invoices..

(d) A Grant for the construction of the Walkways in an amount not to exceed Seventy Thousand Dollars (\$70,000.00), will be provided by the Village no later than thirty (30) days after: (1) an inspector selected by the Village approves of the Walkways and confirms that the Walkways have been constructed consistent with the Final Plans, (2) the Village receives a written certification by the Developer's engineer that the Walkways are complete and have been constructed consistent with the Final Plans, (3) all portions of the Walkways not currently owned by the Village are dedicated by the Developer to the Village and accepted by the Village and (3) the Village has received the applicable Invoices..

(e) A Grant for the construction of the Water Main Loop in an amount not to exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000.00), will be provided by the Village no later than thirty (30) days after: (1) an inspector selected by the Village approves of the Water Main Loop and confirms that the Water Main Loop has been constructed consistent with the Final Plans, (2) the Village receives a written certification by the Developer's engineer that the Water Main Loop is complete and has been constructed consistent with the Final Plans, (3) all portions of the Water Main Loop not currently owned by the Village are dedicated by the Developer to the Village and accepted by the Village and (4) the Village has received the applicable Invoices..

ARTICLE VII

7.1 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the Village agrees to issue a non-interest bearing municipal revenue obligation (the "MRO") to the Developer within forty-five (45) days after the Village pays the Grant to the Developer pursuant to Section 6.1(b) of this Agreement provided the Developer is not in Default under this Agreement. The MRO shall be in the face amount of One Million Two Hundred Twenty-Two Thousand Dollars (\$1,222,000.00). Except as otherwise described herein, payments on the MRO will equal the amount of the Available Tax Increment (as defined below) in each year

appropriated by the Village Board of Trustees until the MRO is paid in full. “**Available Tax Increment**” means an amount equal to the Tax Increment (as defined below) actually received by the Village in each year less ten percent (10%) of the Tax Increment to be retained by the Village for payment of (i) the amount of the Village’s administrative expenses, including, but not limited to, reasonable charges for the time spent by Village employees in connection with the negotiation and implementation of this Agreement, (ii) professional service costs, including, but not limited to, those costs incurred by the Village for outside architectural, planning, engineering, financial consulting and legal advice and services related to the Project Plan and the negotiation and implementation of this Agreement, and (iii) other eligible project costs incurred by the Village under the Project Plan (collectively, the “**Priority Project Costs**”). “**Tax Increment**” shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Real Estate and the improvements on the Real Estate and any taxable personal property associated with the Real Estate.

The Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31, 2018, and continuing to (and including) October 31, 2030 (each, a “**Payment Date**”), or until the MRO has been paid in full, whichever is earlier. To the extent that on any Payment Date the Village is unable to make all or part of a scheduled payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, such failure shall not constitute a default under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the Village has Available Tax Increment. If the MRO has not been paid in full by the final scheduled Payment Date, then the Village shall have no obligation to make further payments on the MRO. The term of the MRO and the Village’s obligation to make payments hereunder shall not extend beyond October 31, 2030 (“**Final Payment Date**”). Upon the Final Payment Date or, if earlier, the Payment Date on which the MRO is paid in full, the MRO shall terminate and the Village’s obligation to make any payments under the MRO shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. The Village will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the Village earlier than the first Payment Date, such increment shall be retained by the Village and applied to the first payment subject to appropriation by the Village Board of Trustees. The Developer shall not have the right to assign the MRO without the prior written consent of the Village. Interests in the MRO may not be split, divided or apportioned.

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

MRO. The principal payments shall be payable solely from the Available Tax Increment appropriated by the Village. On or about each Payment Date under the MRO, the Village shall provide to the Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.

7.3 Payment Limitation. The total amount to be paid under the MRO shall in no event exceed \$1,222,000.00. The Village's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement.

7.4 Payment of Priority Project Costs and Repayment Schedule. From the Tax Increment received by the Village each year, the Village shall first pay the Priority Project Cost. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The Village reserves the right to modify the MRO repayment schedule based upon market conditions, the actual and projected Tax Increment generated from the Developer Obligations and (with respect to determination of the first Payment Date) the completion date of construction of the Developer Obligations. The Available Tax Increment held by the Village each year shall be applied to the payment of principal due on the MRO subject to appropriation by the Village Board of Trustees. Payments made in excess of a scheduled principal payment shall constitute permitted prepayments of principal by the Village.

ARTICLE VIII

8.1 Zoning and Land Use.

(a) The Project shall be in compliance with all applicable zoning ordinances and land use guidelines of the Village, including, but not limited to, the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued. All uses shall: (i) be appropriate within the context of the Village's comprehensive plan for the Real Estate, (ii) conform with the provisions of the planned unit development overlay district, and (iii) be subject to conditions established as part of the approval of the Final Plans. Nothing in this Agreement or the creation of the District shall obligate the Village to grant variances, exceptions or conditional use grants related to the Project except as granted or described herein.

(b) The Developer shall not use or permit the use of any of the Real Estate in any manner which would render such Real Estate exempt from property taxation without the prior written consent of the Village. The Developer agrees to record a deed restriction or restrictive covenant against the Real Estate prior to any sale of any of the Real Estate to make any subsequent purchasers or users of any portion of the Real Estate subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the Village to enforce such deed restriction or restrictive covenant and shall be in form and in substance reasonably acceptable to the Village. This provision and the deed restriction or restrictive covenant shall continue to be applicable until the termination of the District. However, the Developer shall have no continuing obligation for compliance with this provision as to any portion of the Real Estate in which the Developer no longer maintains an interest as owner, tenant or occupant

provided that the Developer has timely recorded the deed restriction or restrictive covenant as reasonably approved by the Village.

ARTICLE IX

9.1 Contractors, Work Quality and Indemnification.

(a) Contractors selected by the Developer for the Developer Obligations shall be qualified in the Village to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of the Developer Obligations, and shall have a good reputation for diligent performance of their obligations under their contracts.

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

(c) The Developer guarantees that all materials and workmanship furnished by or through the Developer for the improvements which are part of the Developer's Obligations which are to be dedicated to the Village are in compliance with the Final Plans and meet or exceed all state, federal and local requirements and specifications and that such dedicated improvements are and will remain in good and sound condition for and during a period of twelve (12) months from the date of final acceptance of each dedicated improvement by the Village. The Developer shall provide to the Village at or prior to the time the Village accepts each dedication of an improvement, an irrevocable letter of credit, related to such improvement, issued by a federally insured banking institution authorized to do business in Wisconsin and reasonably acceptable to the Village, naming the Village as payee, expiring no sooner than fourteen (14) months from the date of the Village's acceptance of the improvement and in an amount equal to 10% of the total funding for such improvement provided by the Village pursuant to Article VI.

(d) The Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the Developer's guaranty referenced in Section 9.1(c) and shall leave the improvements in good and sound condition, satisfactory to the Village and Village Engineer and Director of Public Works at the expiration of the guaranty period; provided, however, Developer's obligation to repair shall not extend to repairs necessitated by or related to any act, omission, neglect or misconduct of the Village, its agents, employees or contractors.

(e) If during the twelve (12) month period of the guaranty, the improvements shall, in the opinion of the Village Engineer and Director of Public Works, require any repairs or replacements which in their judgment are necessitated by reason of

settlement, defective workmanship or materials or noncompliance with the Final Plans, the Developer shall, upon written notification by the Village Engineer or Director of Public Works of the necessity for such repairs, make such repairs at its own cost and expense. Should the Developer fail to make such repairs within a reasonable time after written notice has been sent as provided herein but not exceeding sixty (60) days, or failed to start work within fourteen (14) calendar days after such written notice, weather permitting, the Village may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the Village may draw on the letter of credit to pay any costs or expenses incurred in connection with such repairs or replacements. If the costs or expenses incurred by the Village in repairing or replacing any portion of the dedicated improvements exceed the amount available under the applicable letter of credit, the Developer shall, within twenty (20) days of demand by the Village, pay 125% of any excess cost or expense actually incurred by the Village related to such work.

(f) The Developer shall maintain the public improvements to be dedicated to the Village until such time as they are dedicated and accepted by the Village. All such improvements shall be maintained so they conform to the Final Plans at the time they are dedicated and accepted by the Village.

(g) The Developer shall INDEMNIFY AND SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND the same from and against any and all liability, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees and the like, which result from or arise in the course of or out of, or as a result of the performance, misperformance, or nonperformance of the Developer Obligations under this Agreement or the negligent construction or operation of the improvements to be dedicated to the Village until the dedication of such improvements is accepted by the Village and after such dedication and acceptance, only if the occurrence giving rise to the claim predates the dedication and acceptance. In every case where judgment is recovered against the Village, if notice and the opportunity to participate in the defense of the suit has been given to the Developer of the pendency of the suit within ten (10) days after the service of the summons and complaint on the Village, the judgment shall be conclusive upon the Developer not only as to the amount of damages, but also as to the Developer's liability to the Village.

ARTICLE X

10.1 Default. Subject to the applicable notice and cure provisions of Section 11.1, any one or more of the following shall constitute a "Default" under this Agreement.

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

(b) Any representation or warranty made by the Developer in this Agreement, any document related hereto or referenced herein or any financial statement

delivered by the Developer pursuant to this Agreement shall prove to have been false in any material respect as of the time when made or given.

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

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature (except, with respect to the Developer's failure to pay debts when they mature, for debts contested by the Developer in good faith and in the appropriate proceedings),

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

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

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

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

(vi) adopt a plan of complete liquidation of its assets.

ARTICLE XI

11.1 Remedies. In the event of a Default, the Village shall provide written notice to the Developer of the Default and the actions necessary to cure the default to the extent known by the Village; however, the Developer shall not be entitled to a notice of Default or a right to cure in the event the Default occurs under Subsection 10.1(c) above.

(a) The notice shall provide the Developer at least thirty (30) days to cure a Default; however, the 30-day period may be extended to the period of time reasonably necessary to cure the Default, if the Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but in no event shall the period of time to cure the Default exceed ninety (90) days from the date of the Village's notice.

(b) In the event the Default is not fully and timely cured by the Developer, the Village shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not be

a bar to the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement, in law or in equity:

(i) The Village may refuse to issue any permits to the Developer for the construction of buildings or improvements on Real Estate in the District in which the Developer has an interest;

(ii) The Village may recover from the Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the Village related to or arising out of a Default;

(iii) Except for Grants under Section 6.1(d) and 6.1(e), the Village may recover from the Developer all amounts paid by the Village to the Developer for Grants under Article VI plus interest at the rate of 10% per annum from the date of each respective payment of a Grant until such amounts are repaid to the Village.

(iv) The Village may recover from the Developer the sum of \$143,000.00 which amount represents reasonable compensation to the Village for the conveyance of the Village Property by the Village to the Developer pursuant to Section 4.1(b).

(v) The Village may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations on any Grant or the MRO (or both); or

(vi) The Village may terminate this Agreement.

ARTICLE XII

12.1 Assignments. This Agreement shall not be assigned by the Developer without the prior written consent of the Village. The Developer and any assignee(s) shall be jointly and severally liable for all of the obligations of the Developer under this Agreement prior to and after such assignment. Furthermore, as a condition to the Developer being able to assign this Agreement, any assignee of the Developer shall execute and deliver to the Village an assumption agreement (in form and substance acceptable to the Village) whereby the assignee assumes all of the Developer's obligations and acknowledges to be bound by all of the terms of this Agreement.

ARTICLE XIII

13.1 Developer Additional Obligations and Representations and Warranties. The Developer undertakes the following additional obligations and represents and warrants that:

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

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

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

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

(e) it will expeditiously complete the development and construction of the Developer Obligations and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the Village regarding the Project;

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

(g) it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Developer Obligations; nothing contained in this Agreement shall require the Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within 10 days after the filing (or the assertion) of any claim of lien that is disputed or contested by the Developer, obtain and record (if required by the Village) a surety bond sufficient to release said claim or lien or provide the Village with other such assurances that the Village may reasonably require;

(h) it will take all reasonable steps to forestall claims of lien for materials or labor or both against the Real Estate (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Real Estate (nothing contained in this Agreement shall require the Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that the Developer shall, within 10 days after the filing (or the assertion) of any claim of lien that is disputed or contested by the Developer, obtain and record (if required by the Village) a surety bond sufficient to release said claim or lien or provide the Village with other such assurances that the Village may reasonably require);

(i) it will maintain, at all times during construction, a policy of builder's risk completed value and non-reporting form of contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance

covering the Project in at least the amount of the full replacement value of the improvements on the Real Estate which are completed for the Project;

(j) it will pay and discharge all taxes, assessments and other governmental charges upon the Real Estate when due;

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

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

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

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

(o) there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Real Estate.

13.2 Execution Representations and Warranties. The parties signing this Agreement on behalf of the Developer represent and warrant that they have full power and authority to execute this Agreement on behalf of the Developer and to bind the Developer to the terms and conditions of this Agreement.

13.3 Repeating Representations. On each Payment Date, the Developer shall recertify in writing the representations, warranties and covenants set out in Section 13.1 above as being true and correct in all material respects as of each Payment Date, provided that if the Developer cannot provide such recertification because of any event, condition or circumstance occurring after the date hereof which would render such recertification untrue, the Developer shall provide the Village with written notice of such a Default and, upon receiving any such notice, the Village shall have the right to waive its remedies with regard to such a Default or to pursue any remedies provided to the Village in Section 11.1 as a result of such a Default (subject to the notice and cure provisions of that Section).

ARTICLE XIV

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

ARTICLE XV

15.1 **Termination.** This Agreement shall not terminate until the earlier of:

- (a) termination by the Village of the District pursuant to §66.1105(7) of the TI Act,
- (b) the MRO being paid in full or the Final Payment Date, whichever is earlier, or
- (c) termination by the Village pursuant to Sections 2.1 or 11.1 of this Agreement; however, the termination of this Agreement shall not cause a termination of the rights and remedies of the Village under this Agreement.

ARTICLE XVI

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

If to the Village:

Village of Hartland
Attention: Village Administrator
210 Cottonwood Avenue
Hartland, WI 53029

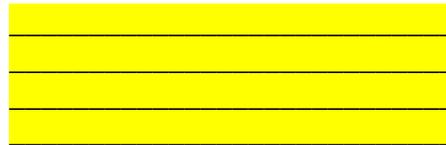
If to the Developer:

JD McCormick Company, LLC
Attention: Joseph D. McCormick
101 N. Mills Street
Madison, WI 53715

with a copy to:

William E. Taibl, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202

with a copy to:



ARTICLE XVII

17.1 **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this

Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Waukesha County, Wisconsin.

17.2 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.2.

ARTICLE XVIII

18.1 General Provisions. This Agreement contains the entire agreement between the parties relating to the transactions contemplated under this Agreement and except for the agreements related to the PUD designation of the Project, all prior or contemporaneous agreements, oral or written, are superseded by this Agreement. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement is solely for the benefit of the Village and the Developer, and nothing contained in this Agreement shall confer upon anyone other than the Village and the Developer any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement. The Village is not a partner, agent or joint venturer of or with the Developer. The Village and the Developer acknowledge and represent that this Agreement is the subject of negotiation by the Village and the Developer and that the Village and the Developer shall be construed collectively as the drafters of this Agreement and this Agreement shall not be construed against either the Village or the Developer individually as the drafter. A memorandum of this Agreement may be recorded by the Village in the office of the Register of Deeds for Waukesha County, Wisconsin and, upon request of the Village, the Developer shall execute and deliver to the Village a memorandum of this Agreement for recording purposes.

18.2 Village Representatives. The Developer hereby acknowledges and agrees that the Village President, Village Clerk, Village Board of Trustees, Village officials and Village employees have acted with reference to this Agreement solely in their official capacities and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, is hereby expressly released and waived.

18.3 Force Majeure. Notwithstanding any contrary term herein, if any party is delayed or prevented from timely performing any act required under this Agreement (except for any payment obligation) by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, whether or not foreseeable, including (but not limited to) fire, earthquake, war, terrorist act, flood, riot, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) days.

18.4 Counterparts and Electronic Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be executed by facsimile or scanned signatures and any signed Agreement or signature page to this Agreement that is transmitted by facsimile or in the portable document format (.pdf) shall be treated in all manners and respects as an original Agreement or signature page.

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

LIST OF EXHIBITS

Exhibit A Real Estate

Exhibit B Required Documentation

Exhibit C Village Property

Exhibit D Special Warranty Deed

Exhibit E Permitted Encumbrances

Exhibit F MRO

DRAFT

Exhibit A
Real Estate

[TO BE ADDED]

Exhibit B

Required Documentation

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

2. Construction Contract/Cost Breakdown/Budget. The construction contracts and a cost breakdown and budget listing the intended cost of each improvement and construction expense for the Developer Obligations and the Project, including all hard costs and soft costs. The cost breakdown and budget shall be certified in writing by the Developer and the Developer’s consulting engineer or independent architect and shall be acceptable to the Village.

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

4. Plans and Specifications. A copy of the final construction plans and complete specifications (“**Final Plans**”) for the intended construction related to the Developer Obligations and the Project that are consistent with (and contain no material changes to) the site plan approved by the Village Board at its January 26, 2015 meeting, including, without limitation, the Project’s square footage, number of units, parking plans and building elevations. The Final Plans must be certified as final and complete and be signed by the Developer, the consulting engineer, architect and the general contractor and approved by the Village.

5. The Developer Authorization. All documents evidencing the resolutions authorizing the construction of the Project and directing the appropriate officer of the Developer to execute and deliver the Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement.

Exhibit C

Village Property

Lot 6, Village of Hartland Assessor's Plat No. 1 being part of the Southeast 1/4 of Section 34, Town 8 North, Range 18 East; and part of the Northeast 1/4 of Section 3, Town 7 North, Range 18 East, Village of Hartland, County of Waukesha, State of Wisconsin including the following portion of Oak Street vacated by the Village:

Commencing at a northwesterly corner of Lot 6 of Village of Hartland Assessor's Plat No 1 as the point of beginning, thence N89°52'28"E 34 feet, thence N20°31'57"E 82.27 feet to the southwesterly corner of said Lot 6, thence 99.49 feet along the westerly line of said Lot 6 to the point of beginning.

Tax Key No: HAV 0424.032

Address: 205 Lawn Street

Lot 7 Village of Hartland Assessor's Plat No. 1 being part of the Southeast 1/4 of Section 34, Town 8 North, Range 18 East; and part of the Northeast 1/4 of Section 3, Town 7 North, Range 18 East, Village of Hartland, County of Waukesha, State of Wisconsin.

Tax Key No.: HAV 0424.033

Address: 140 Oak Street

Exhibit D
Special Warranty Deed

DRAFT

Schedule A

Legal Description of Real Property

DRAFT

Schedule B

Permitted Encumbrances

[INSERT PERMITTED ENCUMBRANCES]

DRAFT

Exhibit E
Permitted Encumbrances

[TO BE ADDED]

DRAFT

Exhibit F

MRO

UNITED STATES OF AMERICA
 STATE OF WISCONSIN
 COUNTY OF WAUKESHA
 VILLAGE OF HARTLAND

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____, 2015	\$1,222,000.00

FOR VALUE RECEIVED, the Village of Hartland, Waukesha County, Wisconsin (the “**Village**”), promises to pay to _____ (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of One Million Two Hundred Twenty-Two Thousand Dollars (\$1,222,000.00), without interest.

This MRO shall be payable in installments of principal due on October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance a project within the Village’s Tax Incremental District No. 6, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on _____, 2015, by the Village Board of the Village (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of _____, 2015 between the Village and the Developer (“**Development Agreement**”). This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increments generated by the Real Estate and appropriated by the Village Board to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this MRO shall take on the meaning given to such terms in the Development Agreement.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred

principal shall be payable on the next Payment Date until the Final Payment Date (as defined below). The Village shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owner of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Village Board to payment of this MRO. If, in any calendar year, the Revenues exceed the amount payable in that year on the MRO (“**Surplus Increment**”), the Village shall, subject to appropriation of such payment by the Village Board of Trustees, apply the Surplus Increment to prepayment of principal on the MRO. The “**Final Payment Date**” is October 31, 2030.

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

The Village makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Village’s payment obligations hereunder are subject to appropriation, by the Village Board, of Tax Increments to make payments due on this MRO. In addition, as provided in Section 7.3 of the Development Agreement, the total amount to be paid shall in no event exceed \$1,222,000.00. When that amount of Revenue has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the Village shall have no further obligation with respect hereto. Further, as provided in Section 7.3 and ARTICLE XI of the Development Agreement, the Village shall have no obligation to make payments on this MRO in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

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

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

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

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

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

VILLAGE OF HARTLAND

By: _____
Name: David Lamerand, Village President

Attest: _____
Name: Darlene Igl, Village Clerk

(SEAL)

DRAFT

Schedule 1 of MRO

Payment Schedule

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

<u>Payment Date</u>	<u>MRO Payment</u>
October 31, 2018	\$119,257
October 31, 2019	\$120,450
October 31, 2020	\$121,654
October 31, 2021	\$122,871
October 31, 2022	\$124,100
October 31, 2023	\$125,341
October 31, 2024	\$126,594
October 31, 2025	\$127,860
October 31, 2026	\$129,139
October 31, 2027	\$104,735
Total	=====
	\$1,222,000

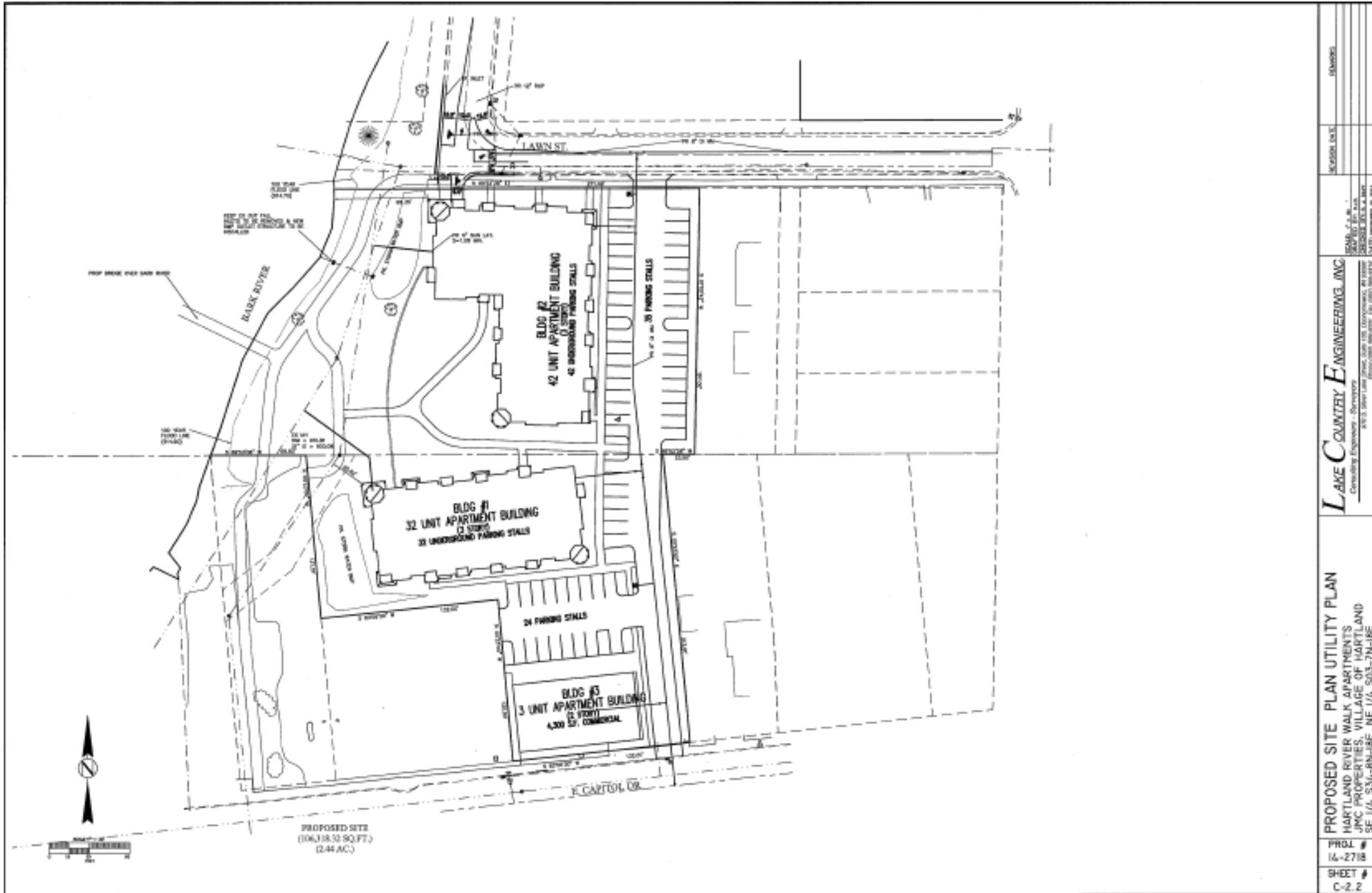
REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Village Clerk of the Village of Hartland, Waukesha County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer approved by the Village and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Village Clerk</u>
-----------------------------	---------------------------------	-----------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DRAFT



Schedule 3.1(c)



100 University Ave., 8th Fl.
Madison, WI 53706

DATE: 05/20/15
Issued for Submittal - September 15, 2014
Issued for Submittal - November 12, 2014

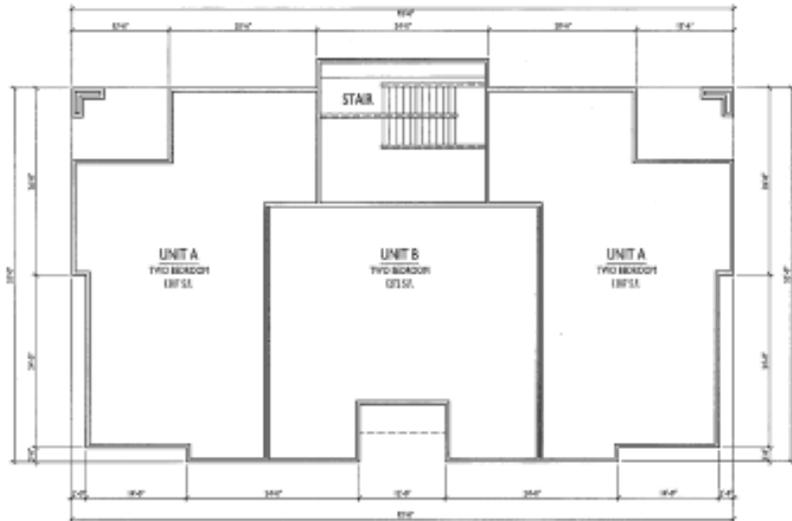
PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Floor Plans -
Building #3

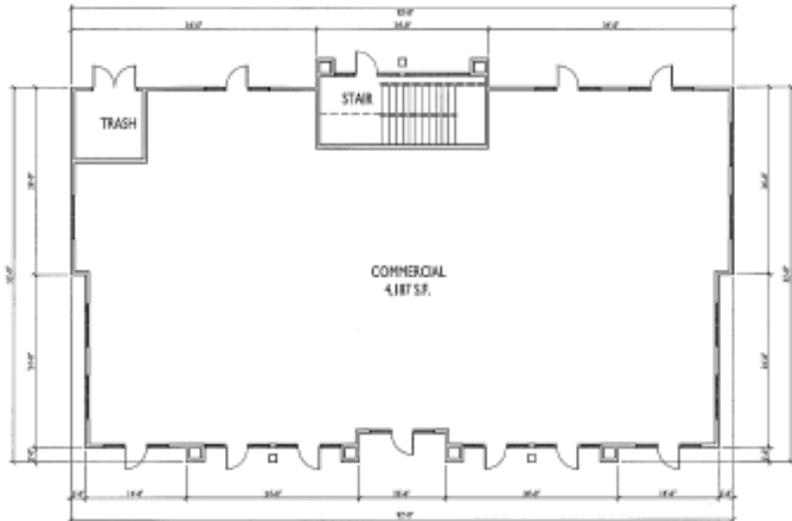
SHEET NUMBER

A-1.7

PROJECT NO. 1028
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SECOND FLOOR PLAN
A-1.7



FIRST FLOOR PLAN
A-1.7



1 SOUTH ELEVATION
A-2.5



1 NORTH ELEVATION
A-2.5



1 EAST ELEVATION
A-2.5

ISSUED
Send to: [unclear] - [unclear] 11/2014
Revised: [unclear] - [unclear] 11/2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Exterior
Elevations -
Building #3

SHEET NUMBER

A-2.5

PROJECT NO. 102B
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Schedule 3.1(c)

Schedule 3.1(d) – Residential Building Plans

DRAFT

Schedule 3.1(d)



Phone 788 University Ave, Ste 202
Madison, WI 53706

ISSUED
Issued for 10/16/14 - November 10, 2014
Issued for 10/16/14 - November 10, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Site Plan

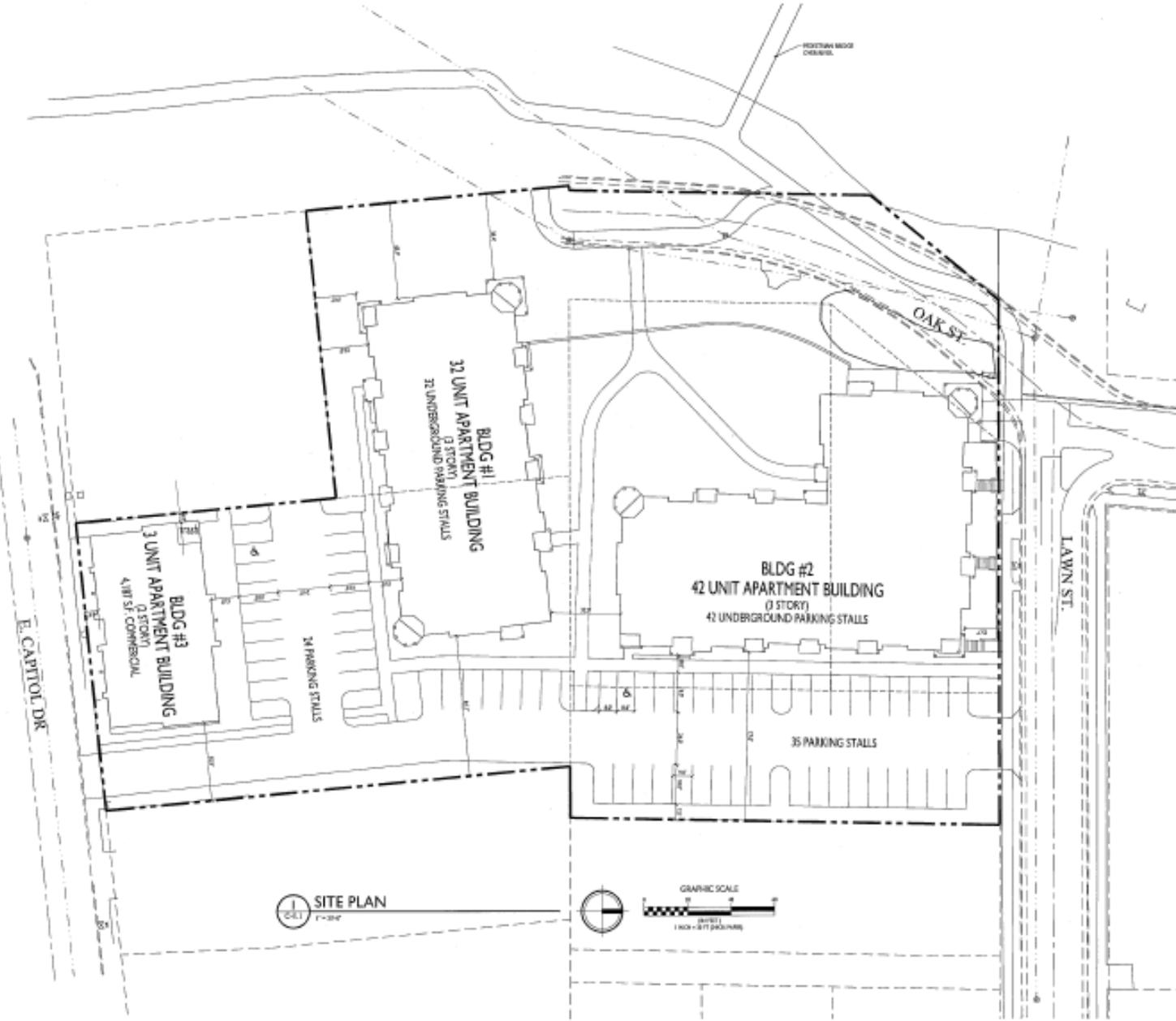
SHEET NUMBER

C-1.1

PROJECT NO. 1028
© 2014 Knothe + Bruce Architects, LLC

SITE PLAN SHEET	
C-1	SITE PLAN
C-1.1	EXISTING SITE PLAN
C-1.2	PROPOSED SITE PLAN
C-1.3	TOP COVERING PLAN
C-1.4	SWIMMING POOL AND DECK PLAN
C-1.5	PROPOSED SITE PLAN EXISTING PLAN
C-1.6	PROPOSED SITE PLAN EXISTING PLAN
C-1.7	PROPOSED SITE PLAN EXISTING PLAN
C-1.8	PROPOSED SITE PLAN EXISTING PLAN
C-1.9	PROPOSED SITE PLAN EXISTING PLAN
C-1.10	PROPOSED SITE PLAN EXISTING PLAN
C-1.11	PROPOSED SITE PLAN EXISTING PLAN
C-1.12	PROPOSED SITE PLAN EXISTING PLAN
C-1.13	PROPOSED SITE PLAN EXISTING PLAN
C-1.14	PROPOSED SITE PLAN EXISTING PLAN
C-1.15	PROPOSED SITE PLAN EXISTING PLAN
C-1.16	PROPOSED SITE PLAN EXISTING PLAN
C-1.17	PROPOSED SITE PLAN EXISTING PLAN
C-1.18	PROPOSED SITE PLAN EXISTING PLAN
C-1.19	PROPOSED SITE PLAN EXISTING PLAN
C-1.20	PROPOSED SITE PLAN EXISTING PLAN
C-1.21	PROPOSED SITE PLAN EXISTING PLAN
C-1.22	PROPOSED SITE PLAN EXISTING PLAN
C-1.23	PROPOSED SITE PLAN EXISTING PLAN
C-1.24	PROPOSED SITE PLAN EXISTING PLAN
C-1.25	PROPOSED SITE PLAN EXISTING PLAN

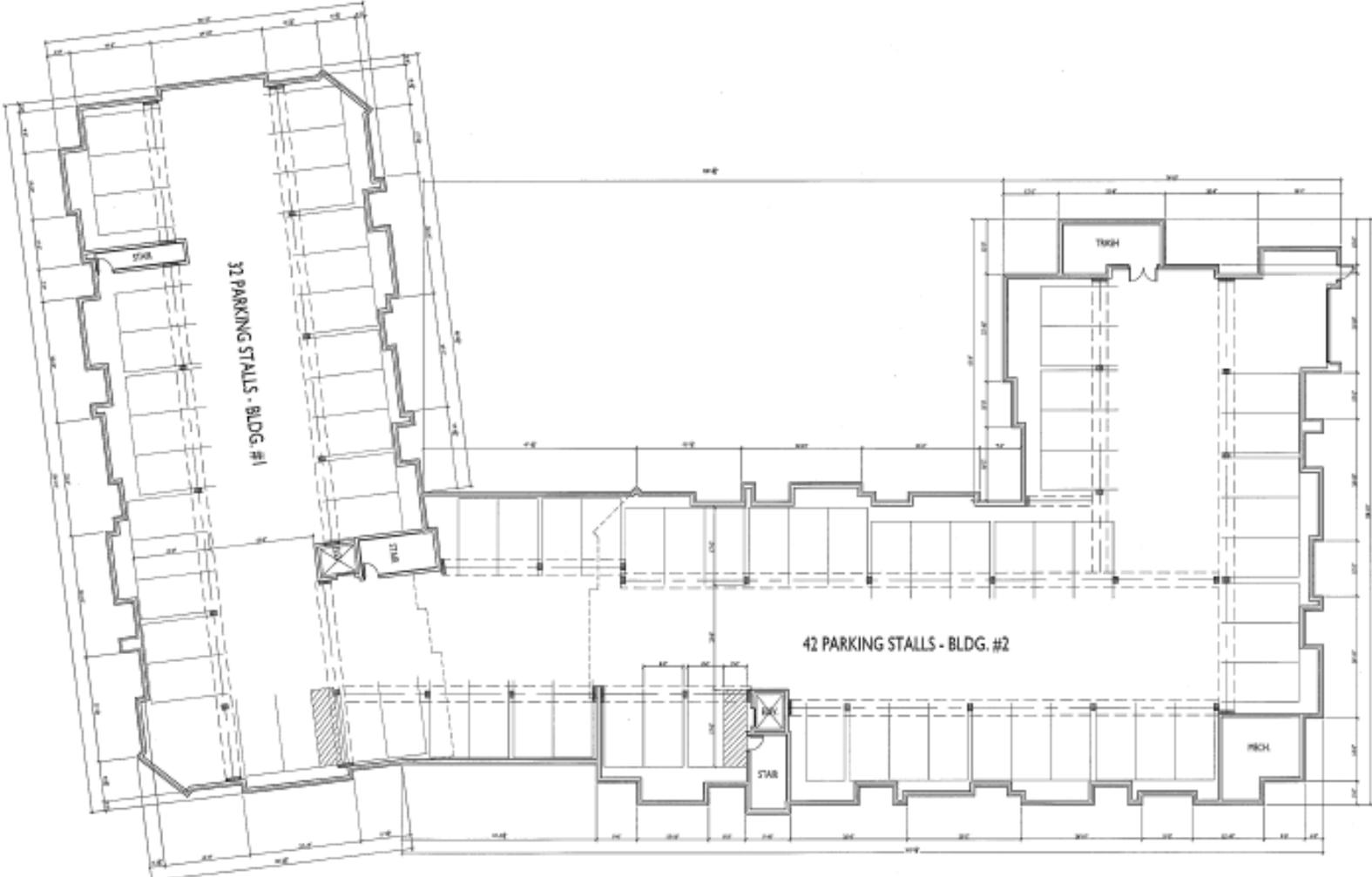
NEW DEVELOPMENT STATISTICS	
EXISTING AREA	10,000 S.F.
NEW DEVELOPMENT	10,000 S.F.
TOTAL AREA	20,000 S.F.
EXISTING UNDERGROUND PARKING	0 STALLS
NEW DEVELOPMENT UNDERGROUND PARKING	42 STALLS
TOTAL UNDERGROUND PARKING	42 STALLS
EXISTING SURFACE PARKING	0 STALLS
NEW DEVELOPMENT SURFACE PARKING	35 STALLS
TOTAL SURFACE PARKING	35 STALLS



SITE PLAN
1"=30'



Schedule 3.1(d)



ISSUED
Issued for Submittal September 15, 2014
Issued for Submittal November 12, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Basement Floor
Plan - Building #1
& #2

SHEET NUMBER

A-1.0

PROJECT NO. 102B
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OVERALL BASEMENT FLOOR PLAN

Schedule 3.1(d)



SCALE
As per legend - September 11, 2014
Used for internal circulation 5, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
First Floor Plan -
32 UNIT
Building #1

SHEET NUMBER

A-1.1

PROJECT NO. 1028
© 2015 Knothe & Bruce Architects, LLC

1 FIRST FLOOR PLAN
SCALE 1/8"=1'-0"
N



FOILED
Issued for Submittal - September 11, 2014
Issued for Submittal - November 12, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments



Hartland, Wisconsin
SHEET TITLE
Second Floor Plan
- 32 UNIT
Building #1

SHEET NUMBER

A-I.2

PROJECT NO. 1028

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Schedule 3.1(d)



ISSUED
Schematic/Submitted - September 15, 2014
Issued for Submittal - November 12, 2014

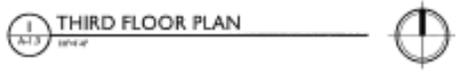
PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Third Floor Plan -
32 UNIT
Building #1

SHEET NUMBER

A-1.3

PROJECT NO. 1028
© 2015 Knothe & Bruce Architects, LLC



Schedule 3.1(d)



ISSUED
Issued for Submittal - September 11, 2014
Issued for Submittal - November 12, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
First Floor Plan -
42 UNIT
Building #2

SHEET NUMBER

A-1.4

PROJECT NO. 1028
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Schedule 3.1(d)



REVISION
Revised Schedule - Apartment 11, 2015
Issued for General - November 12, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

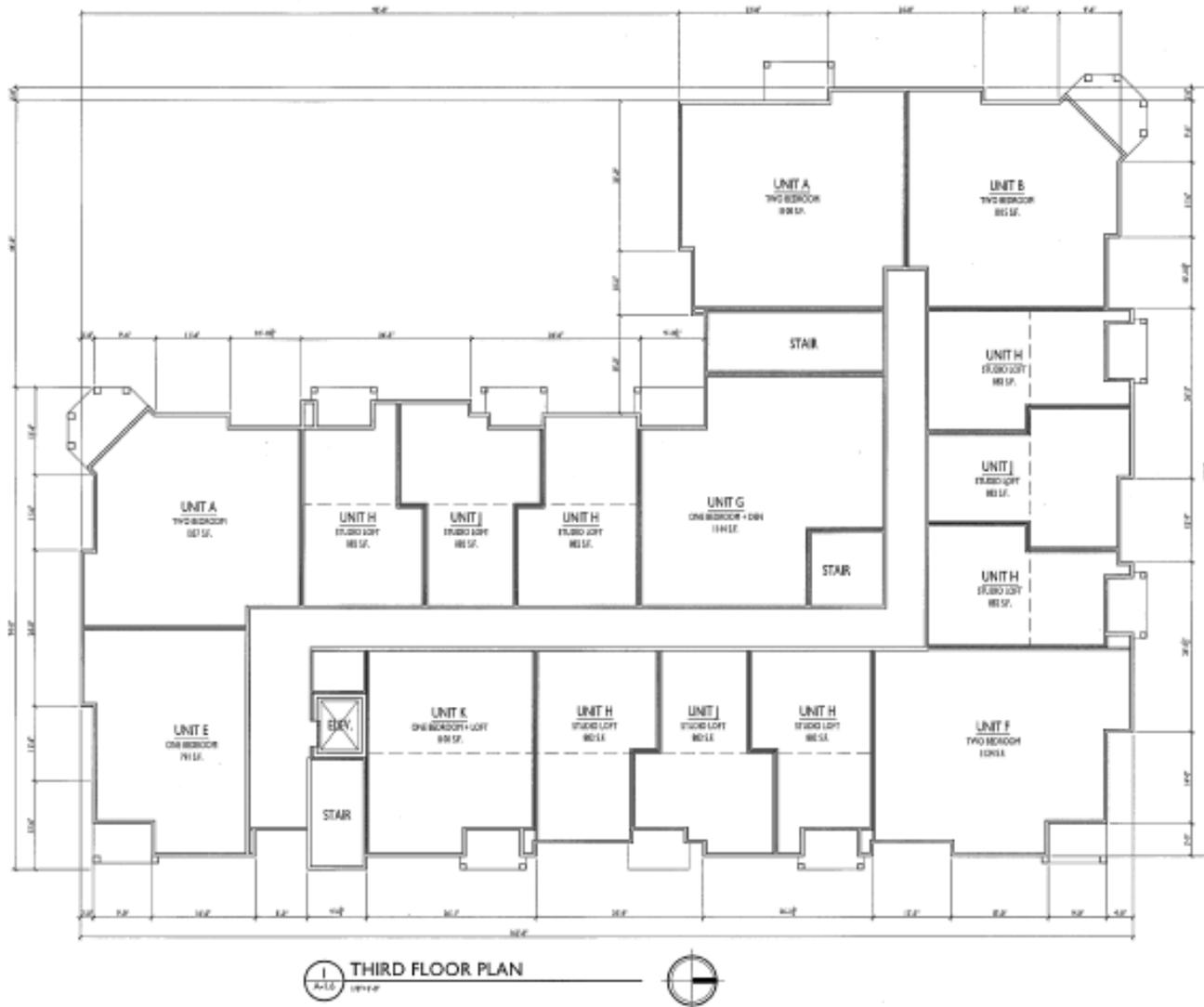
Hartland, Wisconsin
SHEET TITLE
Second Floor Plan
- 42 UNIT
Building #2

SHEET NUMBER

A-1.5

PROJECT NO. 1028
©2013 Knothe & Bruce Architects, LLC

Schedule 3.1(d)



ISSUED
Issued for Submittal - September 18, 2014
Revised Submittal - November 12, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Third Floor Plan -
42 UNIT
Building #2

SHEET NUMBER

A-1.6

PROJECT NO. 1028
KNOEHLER & BRUCE ARCHITECTS, LLC

Schedule 3.1(d)



ISSUED
 Issued for Schedule - September 15, 2014
 Issued for Schedule - November 12, 2014

PROJECT TITLE
 Hardland
 Riverwalk
 Apartments

Hardland, Wisconsin
 SHEET TITLE
 Exterior
 Elevations -
 32 UNIT
 Building #1

SHEET NUMBER

A-2.1

PROJECT NO. 1028
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1 NORTH ELEVATION
 A-2.1



2 SOUTH ELEVATION
 A-2.1

Schedule 3.1(d)



SCALE
 Based on Submittal, September 18, 2014
 Based on Schedule, November 12, 2014

PROJECT TITLE
 Hartland
 Riverwalk
 Apartments

Hartland, Wisconsin
 SHEET TITLE
 Exterior
 Elevations -
 32 UNIT
 Building #1

SHEET NUMBER

A-2.2

PROJECT NO. 1028
 © 2015 Knothe & Bruce Architects, LLC



1 EAST ELEVATION
 A-2.2



2 WEST ELEVATION
 A-2.2



1 EAST ELEVATION
A-2.3



2 WEST ELEVATION
A-2.3

06.2015
Issued for Review - September 18, 2014
Revised for General Contractor - November 12, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Exterior
Elevations -
42 UNIT
Building #2

SHEET NUMBER

A-2.3

PROJECT NO. 1028
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Schedule 3.1(d)



1 NORTH ELEVATION
A-2.1



2 SOUTH ELEVATION
A-2.4

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Exterior
Elevations -
42 UNIT
Building #2

SHEET NUMBER

A-2.4

PROJECT NO. 102B

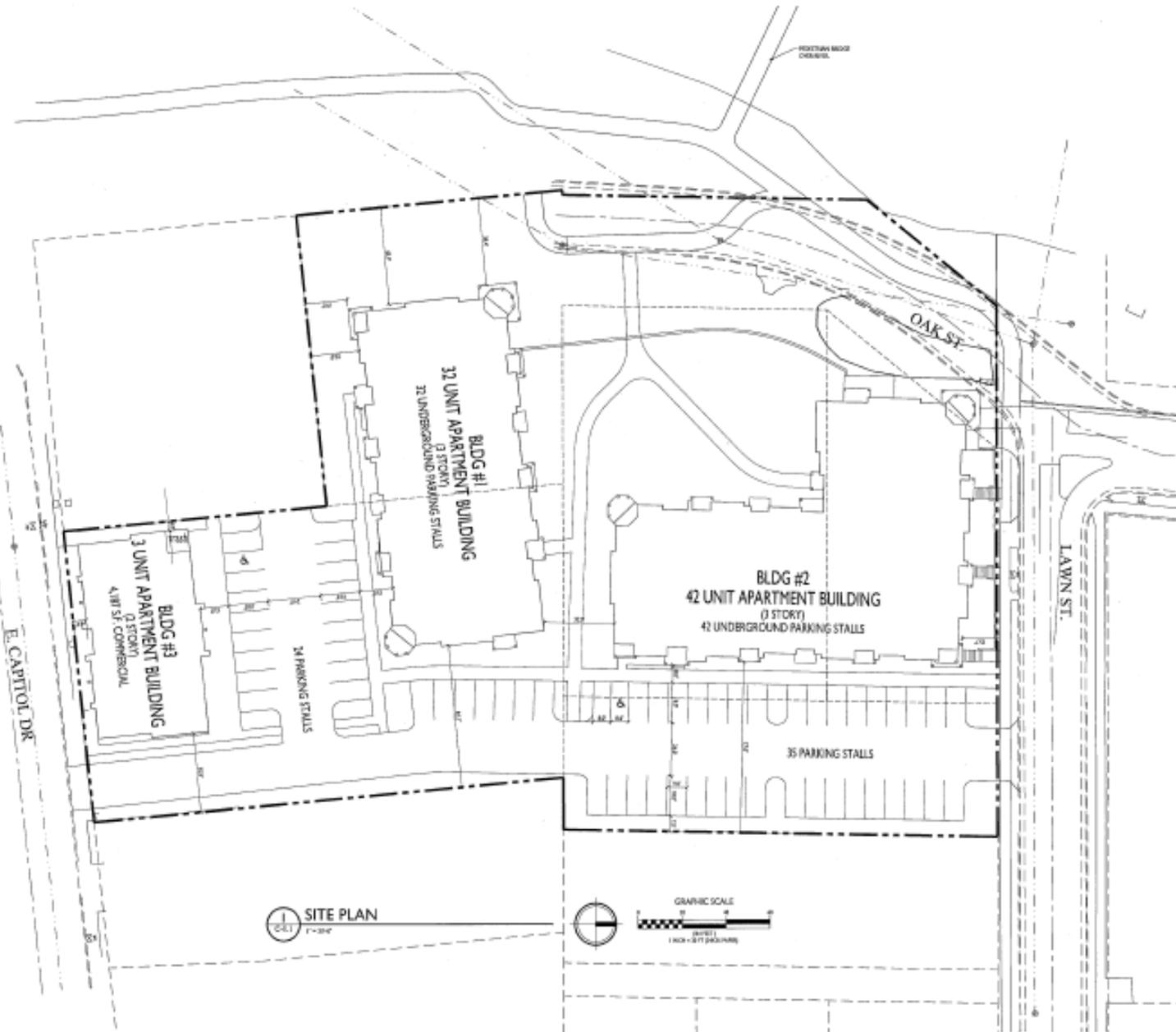
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Schedule 3.1(d)

Schedule 3.1(e) – Parking Plans

SCHEDULE SHEET	
A-1	SITE PLAN
C-1.1	ENTRANCE PLAN
C-1.2	ENTRANCE PLAN - NORTH
C-1.3	ENTRANCE PLAN - SOUTH
C-1.4	ENTRANCE PLAN - WEST
C-1.5	ENTRANCE PLAN - EAST
C-1.6	ENTRANCE PLAN - NORTHWEST
C-1.7	ENTRANCE PLAN - SOUTHWEST
C-1.8	ENTRANCE PLAN - NORTHEAST
C-1.9	ENTRANCE PLAN - SOUTHEAST
C-1.10	ENTRANCE PLAN - NORTHWEST (ELEVATED)
C-1.11	ENTRANCE PLAN - SOUTHWEST (ELEVATED)
C-1.12	ENTRANCE PLAN - NORTHEAST (ELEVATED)
C-1.13	ENTRANCE PLAN - SOUTHEAST (ELEVATED)
C-1.14	ENTRANCE PLAN - NORTHWEST (ELEVATED - NORTH)
C-1.15	ENTRANCE PLAN - SOUTHWEST (ELEVATED - SOUTH)
C-1.16	ENTRANCE PLAN - NORTHEAST (ELEVATED - EAST)
C-1.17	ENTRANCE PLAN - SOUTHEAST (ELEVATED - WEST)
C-1.18	ENTRANCE PLAN - NORTHWEST (ELEVATED - NORTHWEST)
C-1.19	ENTRANCE PLAN - SOUTHWEST (ELEVATED - SOUTHWEST)
C-1.20	ENTRANCE PLAN - NORTHEAST (ELEVATED - NORTHEAST)
C-1.21	ENTRANCE PLAN - SOUTHEAST (ELEVATED - SOUTHEAST)
C-1.22	ENTRANCE PLAN - NORTHWEST (ELEVATED - NORTHWEST)
C-1.23	ENTRANCE PLAN - SOUTHWEST (ELEVATED - SOUTHWEST)
C-1.24	ENTRANCE PLAN - NORTHEAST (ELEVATED - NORTHEAST)
C-1.25	ENTRANCE PLAN - SOUTHEAST (ELEVATED - SOUTHEAST)

SITE DEVELOPMENT STATISTICS	
SITE AREA	10,000 SQ. FT.
NET AREA	7,500 SQ. FT.
NET AREA - 10% RESERVE	6,750 SQ. FT.
NET AREA - 20% RESERVE	6,000 SQ. FT.
NET AREA - 30% RESERVE	5,250 SQ. FT.
NET AREA - 40% RESERVE	4,500 SQ. FT.
NET AREA - 50% RESERVE	3,750 SQ. FT.
NET AREA - 60% RESERVE	3,000 SQ. FT.
NET AREA - 70% RESERVE	2,250 SQ. FT.
NET AREA - 80% RESERVE	1,500 SQ. FT.
NET AREA - 90% RESERVE	750 SQ. FT.
NET AREA - 100% RESERVE	0 SQ. FT.
TOTAL	10,000 SQ. FT.
NET AREA - 10% RESERVE	6,750 SQ. FT.
NET AREA - 20% RESERVE	6,000 SQ. FT.
NET AREA - 30% RESERVE	5,250 SQ. FT.
NET AREA - 40% RESERVE	4,500 SQ. FT.
NET AREA - 50% RESERVE	3,750 SQ. FT.
NET AREA - 60% RESERVE	3,000 SQ. FT.
NET AREA - 70% RESERVE	2,250 SQ. FT.
NET AREA - 80% RESERVE	1,500 SQ. FT.
NET AREA - 90% RESERVE	750 SQ. FT.
NET AREA - 100% RESERVE	0 SQ. FT.
TOTAL	10,000 SQ. FT.
NET AREA - 10% RESERVE	6,750 SQ. FT.
NET AREA - 20% RESERVE	6,000 SQ. FT.
NET AREA - 30% RESERVE	5,250 SQ. FT.
NET AREA - 40% RESERVE	4,500 SQ. FT.
NET AREA - 50% RESERVE	3,750 SQ. FT.
NET AREA - 60% RESERVE	3,000 SQ. FT.
NET AREA - 70% RESERVE	2,250 SQ. FT.
NET AREA - 80% RESERVE	1,500 SQ. FT.
NET AREA - 90% RESERVE	750 SQ. FT.
NET AREA - 100% RESERVE	0 SQ. FT.
TOTAL	10,000 SQ. FT.



ISSUED
Issued for 10/10/14 - November 10, 2014
Issued for 10/10/14 - November 10, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Site Plan

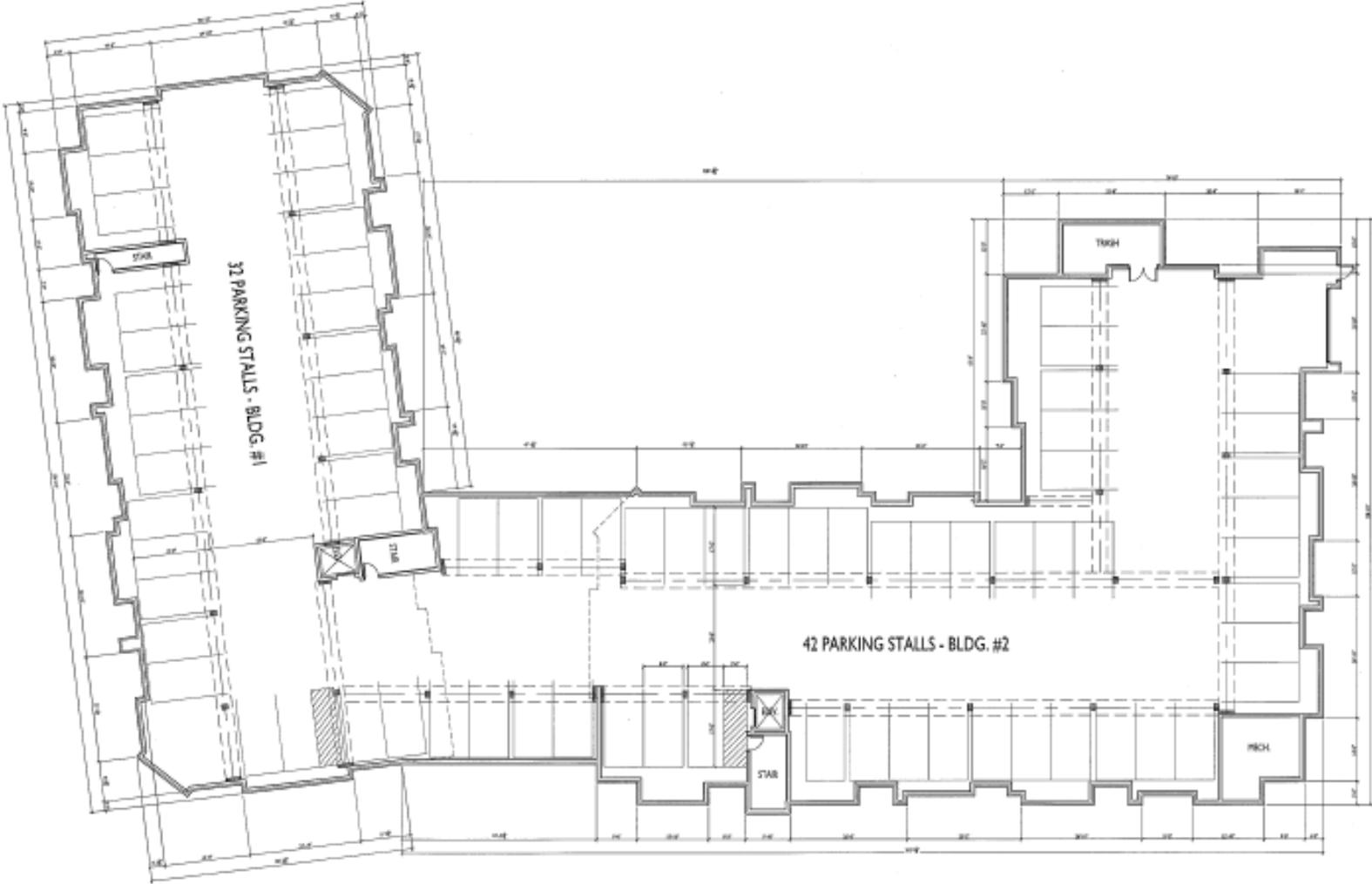
SHEET NUMBER

C-1.1

PROJECT NO. 1028

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Schedule 3.1(e)



ISSUED
Issued for Submittal September 15, 2014
Issued for Submittal November 12, 2014

PROJECT TITLE
Hartland
Riverwalk
Apartments

Hartland, Wisconsin
SHEET TITLE
Basement Floor
Plan - Building #1
& #2

SHEET NUMBER

A-1.0

PROJECT NO. 102B
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OVERALL BASEMENT FLOOR PLAN

Schedule 3.1(e)

Schedule 3.1(f) – Landscaping

DRAFT

Schedule 3.1(f)

Broadleaf Deciduous		Plant Material List			
Quantity	Code Name	Common Name	Scientific Name	Planting Size	
2	SWD	Swamp White Oak	Quercus bicolor	2 1/2" S&B	
2	RPO	Royal Prince English Oak	Quercus Robur 'King'	2 1/2" S&B	
5	MAH	Maunio Maple	Acer X Freemanii 'maunio'	2 1/2" S&B	
4	TCH	Tree Cuckoo Pear Hawthorn (4)	Cornus Cru-Gold Var Iner	3" S&B	
15	ABS	Autumn Brill Serviceberry	Amelanchier X Grand 'autumn Brill'	6" S&B	
5	SHL	Shyne Tree Honeylocust	Gleditsia Triaxan Iner 'Mycale'	2 1/2" S&B	
3	AE	Acadole Elm	Ulmus Japonica X Whiteana 'Acadole'	2 1/2" S&B	
2	RRC	Royal Redtop Crabapple	Malus 'Red-Red'	3" S&B	
7	BL	Ivory Silk Japanese Tree Lilac	Syringa Reticulata 'Ivory Silk'	6" S&B	
1	AH	American Hornbeam	Carpinus caroliniana	2 1/2" S&B	

Conifer Evergreen					
Quantity	Code Name	Common Name	Scientific Name	Planting Size	
12	EA	Eternal Arborvitae	Thuja Goldcrest's 'Emerald'	4" S&B	
7	SGJ	Sea Green Juniper	Juniperus Chinensis 'Sea Green'	8" CONT.	
11	BHS	Black Hills Spruce	Picea Glauca Var Demissa	5" S&B	
8	HMP	Hops Hugel 'Hugel'	Thuja 'Hugel'	8" CONT.	
22	TY	Tussock Yew	Taxus X Media 'Tussock'	16" S&B	
10	TMA	Tachymathen Arborvitae	Thuja Goldcrest's 'Tachy'	5" S&B	

Perennial					
Quantity	Code Name	Common Name	Scientific Name	Planting Size	
129	KFG	Karl Foerster's Feather Reed Grass	Calamagrostis Aleutica 'Karl Foerster'	8" CONT.	
34	SBGO	Sapphire Blue Oat Grass	Heterostachyon Sappanensis 'Sapphire Blue'	8" CONT.	
63	SDO	Seeds De Oro Day Lily	Hemerocallis 'Seeds De Oro'	8" CONT.	
14	BL	Boston Ivy	Parietaria canadensis	8" CONT.	

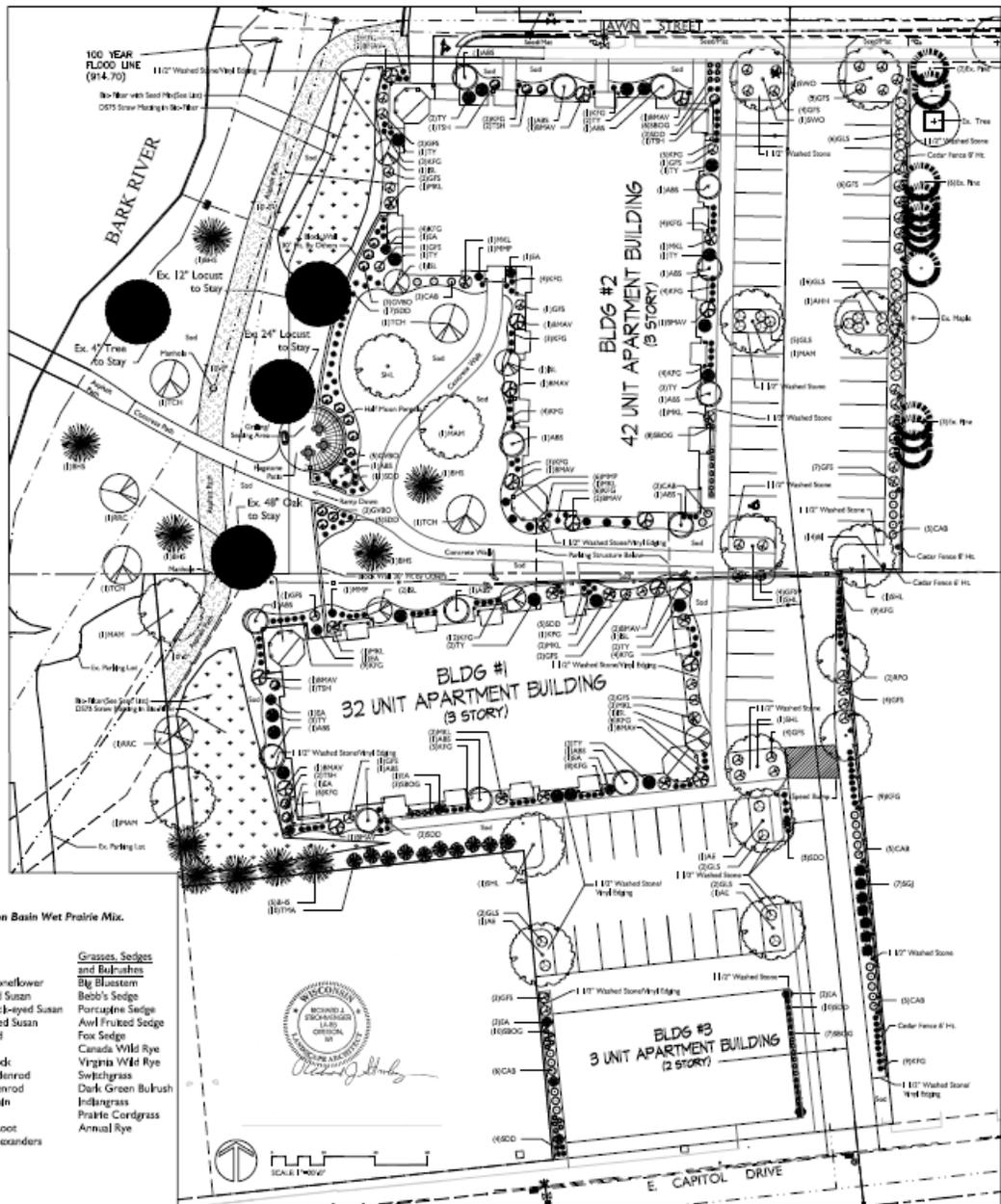
Shrub					
Quantity	Code Name	Common Name	Scientific Name	Planting Size	
7	TSH	Twain-About Hydrangea	Hydrangea Macro 'Twain'	8" CONT.	
13	MKL	Mus Klip Lilac	Syringa Pubescens Subsp. Pinnata 'Mus Klip'	3" S&B	
26	GLS	Green Leafy Fragrant Sumac	Rhus Aromatica 'Green Leafy'	8" CONT.	
11	GWB	Green Velvet Boxwood	Buxus Micro Var Koreana 'Green Velvet'	8" CONT.	
49	GFS	Goldflame Spirea	Spiraea Japonica 'Goldflame'	8" CONT.	
26	CAB	Cabernet Barberry	Berberis Thunbergii 'Cabernet Select'	8" CONT.	
15	BMV	Blue Muffs Arved Viburnum	Viburnum Dentatum 'Blue Muffs'	8" CONT.	

GENERAL NOTES

- A) Areas labeled "Red B Colored Wood Mulch" to receive a mixture of recycled wood mulch, colored brown or red as indicated, spread to a 3" depth over pre-emergent herbicide.
- B) Individual trees (and shrub groupings) found along perimeter of property as well as those found within lawn areas to receive wood mulch rings (and wood mulch beds) consisting of a mixture of recycled wood mulch, colored brown or red as indicated, spread to a minimum 3" depth (3" wide beds for shrub groupings).
- C) "Vinyl Edging" to be Valley View Black Diamond Vinyl Edging or equivalent.
- D) Areas labeled "washed stone" to receive 1-1/2" washed stone spread to a 3" depth over fabric weed barrier.
- E) "Seed" areas shall be finished and seeded at a rate of 4 lbs. per 1,000 sq. ft.
- F) Seed shall consist of the following mixture:
 - 10% Palmer IV Perennial Ryegrass
 - 20% Dragon Kentucky Bluegrass
 - 20% Dura Kentucky Bluegrass
 - 20% Foxy II Creeping Red Fescue
 - 15% Vot II Perennial Ryegrass
 - 15% Gleney Kentucky Bluegrass
- G) Areas labeled "Seed/Mat" shall be seeded with the above-noted premium lawn seed mixture and overlaid with D575 straw erosion control netting that is then pegged into the soil with metal staples.
- H) Areas labeled "Sod" shall receive only No. 1 grade nursery-grown bluegrass sod.
- I) Plant beds adjacent to building foundation to be mulched with 1-1/2" diameter washed stone mulch spread to a 3" depth over fabric weed barrier.

Bio-Filter Area to Receive Detention Basin Wet Prairie Mix. Prairie Nursery Item #50062

- | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> Wildflowers Woodruff Pink Onion Red Milkweed New England Aster Pale Indian Plantain Wild Sienna Canada Tick Trefoil Joe Pye Weed Bonset Daylily Daisy Ox Eye Sunflower Blue Flag Iris Wild Iris Prairie Broomrape Dense Broomrape Great Blue Lobelia | <ul style="list-style-type: none"> Bergamot Yellow Coneflower Black-eyed Susan Sweet Black-eyed Susan Brown-eyed Susan Roadweed Capillary Prairie Dock Ohio Goldenrod Stiff Goldenrod Blue Vervain Ironweed Culver's Root Golden Alexanders | <ul style="list-style-type: none"> Grasses, Sedges and Bulrushes Big Bluestem Bebb's Sedge Parcquette Sedge Awl Fruited Sedge Fox Sedge Canada Wild Rye Virginia Wild Rye Switchgrass Dark Green Bulrush Indiangrass Prairie Cordgrass Annual Rye |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



HARTLAND RIVERWALK APARTMENTS

HARTLAND, WISCONSIN 53029

Checked By: SS
 Drawn By: S1014 RS
 Revised: 9/28/14 RS
 Revised: 11/11/14 RS
 Revised: 12/15/14 RS
 Revised: 12/22/14 RS
 Revised: 1/27/15 RS
 Revised: 1/14/15 RS
 Revised:
 Revised:

L-1.1

Schedule 3.1(f)

CONDITIONAL USE PERMIT
[Hartland Service]
Document Title

DRAFT - ~~June 16, 2015~~ June 10, 2015
REVISED

Document Number

THIS CONDITIONAL USE PERMIT is hereby granted this 25th day of May, 2015, by the Village of Hartland (hereinafter Village) to Hartland Service Inc. (hereinafter "Grantee") for the operation of an Automobile Service Facility including car wash, detailing and vehicle service at the property located at 400 E Industrial Drive.

RECITALS

WHEREAS, Grantee has applied for a conditional use permit (the "CUP") pursuant to Section 46-846 *et seq.* of the Village of Hartland Code of Ordinances for the operation of an Automotive Service facility in the B-2 Zoning District at 400 E Industrial Drive, Hartland, Wisconsin, (the "Property") more specifically described as:

[HAV 0729947002, HAV 0729947003, HAV 0729939, HAV 0729940]

OWNER: Michael Kusch

Deborah Kusch

N65W30981 Beaver Lake Road
Hartland, WI 53029

Recording Area

Name and Return Address
Village of Hartland
210 Cottonwood Ave.
Hartland, WI 53029

Parcel Identification Number

HAV 0729947002
HAV 0729947003
HAV 0729939
HAV 0729940

WHEREAS, the Property is located in the B-2 Community Business District; and

WHEREAS, Section 46-469 (2) of the Village of Hartland Code of Ordinances provides that Automotive Sales and Service in the B-2 District is a conditional use; and

WHEREAS, Applicant has submitted all information as required under Section 46-847 of the Village of Hartland Code of Ordinances and a Plan of Operation which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Village Plan Commission reviewed the subject CUP application and Plan of Operation and held a Public Hearing on April 20, 2015 pursuant to Section 46-848 of the Village of Hartland Code of Ordinances. Further, the Plan Commission considered a proposed modification to the CUP at its meeting on June 15, 2015 and, as a result of the two meetings,

and recommended the following conditions of approval necessary to fulfill the purpose and intent of the Village Code of Ordinances:

1. the automotive service facility may be expanded, constructed and operated pursuant to the Plan of Operation, which contains an original and revised operational plan, and pursuant to the operator's and owner's representations during the review process including the maintenance and servicing of various vehicles including automobiles and light and medium duty trucks, provision of vehicle emissions testing and automatic and hand washing and detailing of automobiles and light and medium duty trucks;
2. the operator of the automotive service facility will construct the building expansion in accordance with the plans as submitted and as finally approved including stormwater retention, buffers and landscaping;
3. buffers and landscaping on the east side of the project parallel to Cottonwood Avenue shall be completed prior to the occupancy and operation of the expanded portions of facility and shall be maintained during the ongoing operation of the vehicle wash facility in a manner to mitigate the impact of vehicle headlights on the neighboring properties;
4. the operator of the automotive service facility shall operate the traffic flow and parking needs of the facility completely within the limits of the parcel's parking lot;
5. all vehicle maintenance, service, washing and detailing shall occur inside the building with the exception of emissions testing, which may be located outside the main service entrance at the southeast corner of the building;
6. Except for vehicles dropped for service after hours, all vehicles in the parking lot shall include all of their body parts and wheels/tires and be capable of being moved on their own wheels/tires;
7. property owner and facility operator understand that future changes in use of the property may require additional parking or other modifications to the site;
- 7.8. Excessive complaints regarding noise or other disturbances related to this operation may be grounds for revocation of this Conditional Use Permit upon review of the Plan Commission and Village Board;

WHEREAS, the Village Board of Trustees has considered the Plan Commission's recommendations and has determined that the proposed conditional use and structure(s) are in accordance with the purpose and intent of Chapter 46 of the Village Code of Ordinances and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.

NOW THEREFORE, the Village Board of Trustees hereby approves the issuance of this conditional use permit to operate an automotive service facility at the Property, which conditional use permit shall be subject to the following conditions:

1. The conditional use permit granted hereunder is for the sole benefit of Hartland Service.
2. The business activities permitted hereunder are limited to the operation of an automotive service facility.

3. All business activities conducted on the Property shall conform to this CUP and the approved Plan of Operation and the Village of Hartland Code of Ordinances. The approved Plan of Operation is attached hereto and incorporated herein.
4. The foregoing recommended conditions of the Plan Commission are hereby included by reference as if set forth herein in addition to the conditions contained herein below.
 - a. The touch-less and "soft cloth" wash systems may be operated on a 24 hours per day seven days per week basis provided noise and light levels are maintained at an acceptable level.
 - ~~b. The "soft cloth," conveyor system may be operated approximately 12 hours per day between the hours of 6:00am and 9:00pm, seven days per week, with an attendant at all times the conveyor is in use.~~
 - ~~c.~~ Wash equipment shall be located, oriented, operated and maintained in such a way as to minimize light, visual and noise impact on residential neighbors
5. Changes subsequent to the initial issuance of this CUP shall require an amendment to this CUP.
6. This CUP shall terminate upon the occurrence of any of the following:
 - a. Upon Grantee failing to conduct business at the Property in substantial conformity with this CUP or the approved Plan of Operation; or
 - b. Upon the cessation of the operations permitted under this CUP.
7. The operation of the facility shall be reviewed by the Village in advance of the expiration of the CUP if Grantee intends to continue operations at this location. Grantee shall apply to the Village for review of the automobile service facility operations by November 15, 2016.
8. Notwithstanding the forgoing, this CUP shall expire on April 27, 2017.

This conditional use permit is hereby revised and reissued this 27th22nd day of AprilJune, 2015 subject to the conditions provided herein.

VILLAGE OF HARTLAND

David Lamerand, Village President

Darlene Igl, MMC/WCPC, Village Clerk

[VILLAGE SEAL]

EXHIBIT A

David Cox

From: Mike Kusch [mkusch@hartlandservice.com]
Sent: Wednesday, June 10, 2015 11:40 AM
To: David Cox
Subject: RE: Car Wash Change
Attachments: Razor.pdf; Profile.pdf

David,

The proposed change in the car wash plan would eliminate the need for an employee to guide the vehicles onto the car wash because we have eliminated the "conveyor type" car wash and change it to a "soft cloth" system instead.

Find attached the equipment that will be installed in the (2) bays.

TOUCH FREE WASH IS THE **RAZOR**
SOFT CLOTH WASH IS THE **PROFILE**

- 1) There will be no need for an employee.
- 2) Sound from the new "soft touch" will be reduced because there is much less equipment inside.
- 3) The exterior of the building will remain the same.
- 4) Both bays will remain at 85ft in length.
- 5) Headlights will be **lower** as the vehicles exit the new "soft cloth bay" because of the design of the bay. The "conveyor car wash" floor was to be poured with a 4" higher exit height to keep the vehicles in contact with the car wash conveyor equipment. The new concrete floor will be poured flat/level.
- 6) Both Car wash bays will be monitored by security cameras.

I would like to request that both bays be opened 24 hours.

I will be attending the meeting on Monday night to answer any questions.

Thanks,

Mike Kusch, Hartland Service, Inc.

1-262-370-8199 cell

1-262-367-4234 shop

From: David Cox [mailto:davidc@VillageofHartland.com]
Sent: Wednesday, June 10, 2015 9:38 AM
To: 'Mike Kusch'
Subject: Car Wash Change

Mike,

Two items related to your anticipated change in the car wash.

First, would you send me a short note simply describing the proposed change in the operation from the originally planned conveyed, "soft cloth" system to the new system. The note should mention (assuming that this is true) that there is no change to the exterior of the building, no change to the operation except that no attendant would be used and that it would be available 24 hours per day like the "touchless" side, and that sound and headlight issues are not changed (or perhaps improved?) and are as addressed in the original. Bottom line, the requested change is to eliminate the attendant and allow 24 hour operation of this part as well.

David Cox

From: Mike Kusch [mkusch@hartlandservice.com]
Sent: Wednesday, April 22, 2015 3:19 PM
To: David Cox; dkusch@hartlandservice.com
Cc: Scott Hussinger
Subject: RE: Hartland Service, Inc. operations doc.

David,

The "soft cloth" car wash will have regular hours and will be closed overnight. We have yet to set hours of operation, but I believe it to be open approx. 12 hours per day, 7 days a week. Probably from 7am-7pm. The hours of operation may change slightly based on time of year. Closing earlier on slow days, and staying open 1-2 hours later depending on the car wash line! I wouldn't want 10 people in line at 7pm, then shut the doors down!

The attendant at the car wash entrance will be responsible for guiding vehicles onto the conveyor and answering any questions from the customers. The attendant will not be taking payments, that will happen at the entry machine, similar to what I am using now. There will be no-one drying cars, as the car wash equipment will do that as well.

The detail shop will have weekend hours too, but that work is done inside the building.

I am designing the car wash bays to minimize the car wash noise by placing the drying units further inside the bay.

I hope this answers your questions.

Thanks,
Mike Kusch

From: David Cox [mailto:davidc@VillageofHartland.com]
Sent: Wednesday, April 22, 2015 12:08 PM
To: 'mkusch@hartlandservice.com'
Cc: Scott Hussinger
Subject: RE: Hartland Service, Inc. operations doc.

Mike,

Can you clarify for me and, ultimately, for the Village Board the plans for the car washes?

I understand that the touch less wash will be open 24 hours a day like the existing. Further, I understood that the "soft cloth" wash will be manned when it is open and will, therefore, not be 24 hour. Will it only be open during the hours of your detail shop or some other hours including weekends? What will the attendant do? Align cars on the conveyor? Take payments? Dry?

The CUP, a copy of which I gave you Monday, will be updated to include the hours/standards of operation for the car wash as well as commentary about equipment noise – probably something like: wash equipment shall be located, oriented, operated and maintained in such a way as to minimize the impact on residential neighbors.

Thanks,
Dave

David E. Cox, Village Administrator

262-367-2714

www.villageofhartland.com

[Click here](#) to register for our electronic newsletter *Hartland Happenings*.

What is a Village Administrator? Find out more in this [video from ICMA](#).

From: Scott Hussinger

Sent: Monday, April 20, 2015 5:16 PM

To: David Cox

Subject: FW: Hartland Service, Inc. operations doc.

Reference material for CU

From: Mike Kusch [<mailto:mkusch@hartlandservice.com>]

Sent: Monday, April 20, 2015 12:27 PM

To: Scott Hussinger

Subject: Hartland Service, Inc. operations doc.

Scott,

Here is a summary of my business model that we use at Hartland Service, Inc.

HARTLAND SERVICE INC.

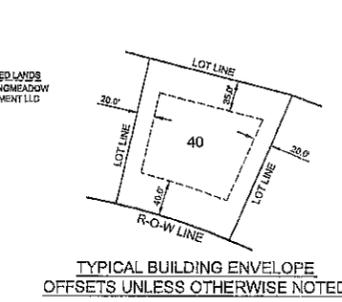
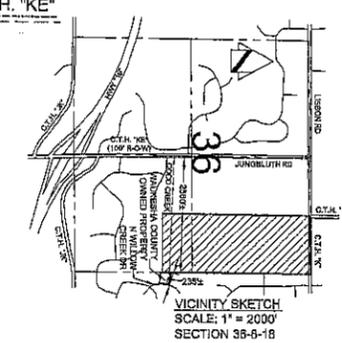
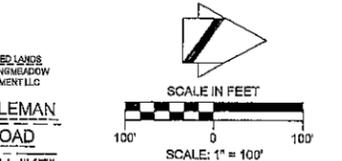
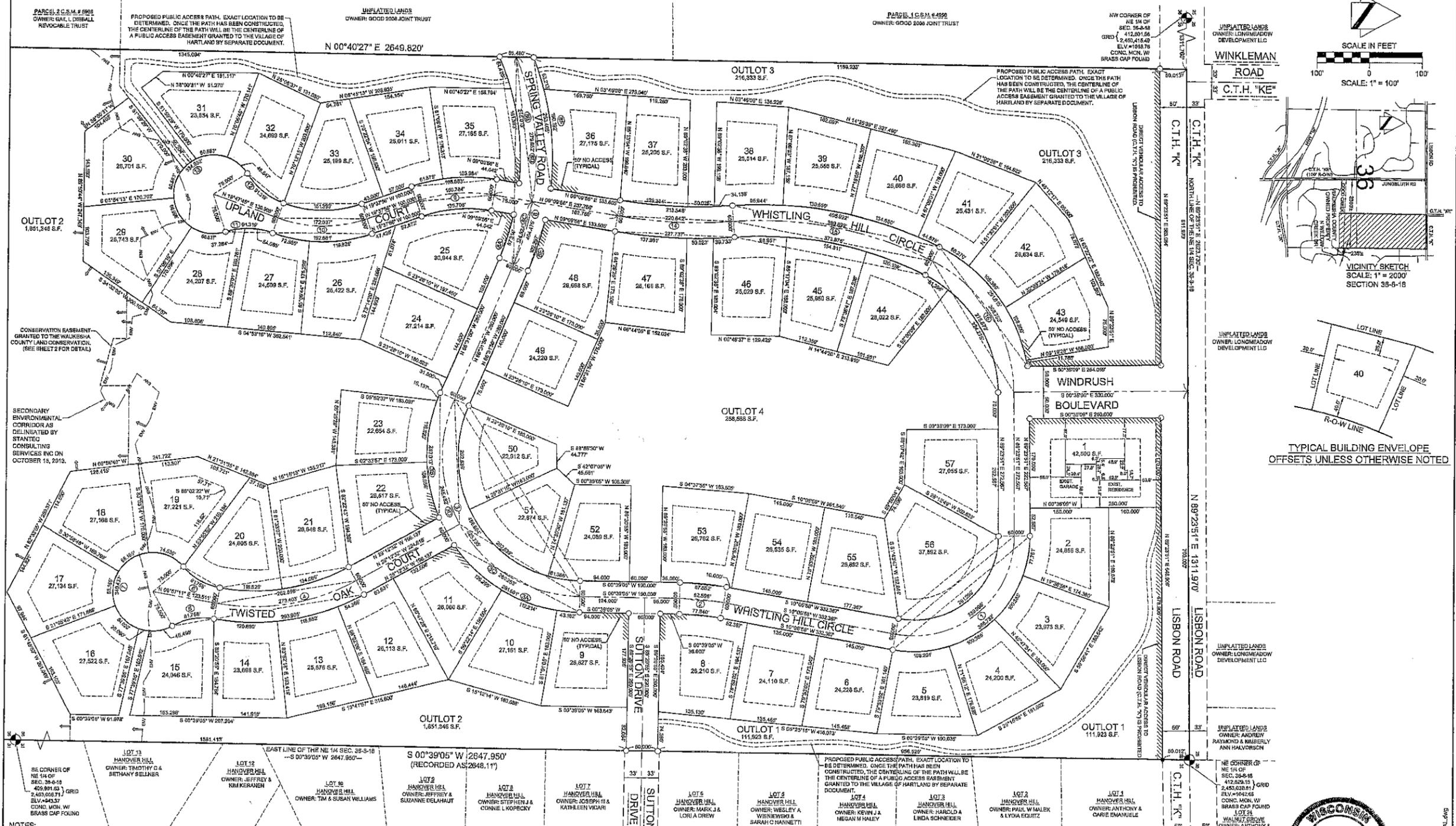
Owners are Mike and Debbie Kusch

- First day of business was April 1st 1992.
- We are an Automotive Repair Center performing repairs and maintenance on cars and trucks.
- Auto shop is open from 7am to 6pm, Monday thru Friday.
- Car wash bay attached to service center in operation since 1992. Updated in 2001 to a "touch-less model" Car wash has been open 24 hours a day, since 2001.
- Detail shop open to clean cars and trucks, Hours of operation are 7am to 6pm Monday thru Friday.
- Emission testing station, opened in July of 2012, allows for residents of Hartland and surrounding communities to test vehicles and receive registration stickers for their vehicles.
- Emission test lane is open from 7:30 am till 5:30 pm. Monday thru Friday.
- The exterior lights are operated by a dawn to dusk sensor and all nonessential lighting is turned off after hours.

When Mike and Debbie Bought the shop from the previous owners in 1992, we worked out of 6 bays and had 2 other employees. Over the years we have grown the company to the 12 bay shop that is on the property and have 14 employees on the payroll. Many Arrowhead students have been employed here over the years. One of our senior technicians, Tom, is a former graduate of AHS and we employ a recent graduate and a current AHS student in our Detail shop. Debbie and I pride ourselves in keeping the property neat and clean. Mike Kusch is a 3rd generation mechanic having his start at Kusch's garage on 58th and North avenue in Milwaukee. Mike and Debbie's son, Jeff, is employed at our shop and is being groomed for a management role in the company.

WINDRUSH

BEING A SUBDIVISION OF PART OF THE NE 1/4 AND SE 1/4 OF THE NE 1/4 AND NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN



- NOTES:**
1. ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST HUNDREDTH OF A FOOT AND COMPUTED TO THOUSANDTHS OF A FOOT. ANGLES HAVE BEEN MEASURED TO THE NEAREST 3 SECONDS AND COMPUTED TO THE NEAREST HALF-SECOND.
 2. THE HEIGHT OF ALL PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24 INCHES ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION, NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENTS.
 3. NO DIRECT VEHICULAR ACCESS TO CTH "K" (LISBON ROAD) OR WINDRUSH BOULEVARD FROM ANY LOTS OR OUTLOTS OF THE SUBDIVISION SHALL BE PERMITTED. ON CORNER LOTS, THERE SHALL BE NO ACCESS WITHIN FIFTY FEET OF THE RIGHT-OF-WAY LINE INTERSECTION AND DRIVEWAYS FOR CORNER LOTS CAN ONLY ACCESS ONE STREET.
 4. OUTLOT STATEMENT: EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOT 1 THRU 4. WAUKESHA COUNTY AND THE VILLAGE OF HARTLAND SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
 5. SEE SHEET 2 FOR CURVE TABLE.
 6. SEE SHEET 3 FOR EASEMENT DETAILS.
 7. SEE SHEET 4 FOR ADDITIONAL NOTES.

REFERENCE BEARING: THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 89°23'51" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 27).

REFERENCE BENCHMARK: 1042.86 (USGS) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST.

- LEGEND:**
- — INDICATES IRON PIPE 18" LONG BY 2" OUTSIDE DIA.-3.85 LBS. PER LINEAL FOOT. ALL OTHER LOT AND OUTLOTS MARKED BY IRON PIPE 18" LONG BY 1" OUTSIDE DIA.-1.19 LBS. PER LINEAL FOOT.
 - — INDICATES IRON PIPE FOUND.
 - — INDICATES CONCRETE MONUMENT WITH BRASS CAP FOUND.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

WISCONSIN LAND RECORDS

JOHN R. STIGLER
S-1020
WAUKESHA, WI

JOHN R. STIGLER, Notary Public, No. S-1820
Dated this 22nd Day of May, 2015

THIS INSTRUMENT DRAFTED BY JOHN R. STIGLER
SHEET NO. 1 OF 4 SHEETS

FILE NAME: S:\PROJECTS\1505\WINDRUSH_FINAL.DWG

WINDRUSH

BEING A SUBDIVISION OF PART OF THE NE 1/4 AND SE 1/4 OF THE NE 1/4 AND NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

CURVE	LOT	ARC	RADIUS	CHORD	BEARING	CEN ANGLE	DEF ANGLE	TAN BEARING	TAN BEARING
1 EAST	-	388.732'	220.000'	388.827'	N 40°14'35.5" W	100°43'07"	50°21'33.5"	S 80°23'51" W	N 10°56'58" E
2	-	77.761'	220.000'	77.366'	N 80°28'38.5" W	20°18'05"	10°07'32.5"	S 80°23'51" W	N 70°21'04" W
3	-	100.385'	220.000'	98.517'	N 67°10'45" W	26°08'38"	13°04'19"	N 70°21'04" W	N 44°12'26" W
4	-	100.385'	220.000'	98.517'	N 31°08'07" W	26°08'38"	13°04'19"	N 44°12'26" W	N 18°03'46" W
5	-	108.231'	220.000'	107.114'	N 03°56'29" W	26°10'48"	14°06'23"	N 18°03'46" W	N 10°08'56" E
1 CL	-	333.998'	150.000'	292.623'	N 40°14'35.5" W	100°43'07"	50°21'33.5"	S 80°23'51" W	N 10°56'58" E
1 WEST	58	231.260'	160.000'	248.418'	N 40°14'35.5" W	100°43'07"	50°21'33.5"	S 80°23'51" W	N 70°21'04" W
2 EAST	6	77.507'	470.000'	77.852'	S 05°23'01.5" W	87°27'43"	4°23'06.5"	S 00°39'05" W	S 10°03'38" W
2 CL	-	82.298'	800.000'	82.902'	S 05°23'01.5" W	87°27'43"	4°23'06.5"	S 00°39'05" W	S 10°03'38" W
2 WEST	53	87.582'	530.000'	87.452'	S 05°23'01.5" W	87°27'43"	4°23'06.5"	S 00°39'05" W	S 10°03'38" W
3 A	-	281.591'	287.000'	271.260'	N 27°48'21" E	64°29'32"	27°10'16"	N 00°39'05" E	N 54°59'37" E
8	-	43.182'	287.000'	43.144'	N 04°49'02" E	8°19'50"	4°06'55"	N 00°39'05" E	N 08°58'55" E
10	-	112.214'	287.000'	111.547'	N 19°48'20.5" E	21°38'51"	10°48'25.5"	N 00°39'05" E	N 30°37'45" E
11	-	128.289'	287.000'	125.348'	N 42°48'41.5" E	24°21'51"	12°18'55.5"	N 30°37'45" E	N 54°59'37" E
3 B	-	243.019'	287.000'	235.291'	S 69°58'16" E	48°52'32"	23°28'28"	N 66°59'18" E	S 68°51'30" E
22	-	105.996'	287.000'	107.482'	N 77°03'40.5" E	20°56'45"	10°28'22.5"	N 66°59'18" E	N 87°28'08" E
23	-	118.820'	287.000'	118.028'	S 81°08'17" E	22°56'20"	11°27'40"	N 66°59'18" E	S 89°53'37" E
OUTLOT 2	-	16.137'	287.000'	16.138'	S 88°05'13.9" E	3°03'47"	1°33'23.5"	S 89°53'37" E	S 89°53'37" E
3 CL	-	526.785'	267.000'	444.828'	N 67°03'37.5" E	112°48'05"	58°24'32.5"	N 00°39'05" E	S 58°31'50" E
3 C	-	280.238'	267.000'	287.583'	N 30°43'16.5" E	90°09'23"	30°04'11.5"	N 00°39'05" E	N 30°47'28" E
3 D	-	245.482'	267.000'	238.327'	N 87°07'49" E	52°40'42"	28°20'21"	N 00°47'28" E	S 68°31'50" E
3 NORTH	-	468.664'	237.000'	384.545'	N 87°03'37.5" E	112°49'05"	58°24'32.5"	N 00°39'05" E	S 68°31'50" E
82	-	61.388'	237.000'	61.214'	N 08°04'17.5" E	14°50'26"	7°26'12.5"	N 00°39'05" E	N 18°23'30" E
51	-	202.583'	237.000'	198.523'	N 39°59'10" E	48°58'20"	24°29'40"	N 15°29'30" E	N 64°28'50" E
80	-	232.639'	237.000'	198.523'	N 86°58'50" E	48°58'20"	24°29'40"	N 15°29'30" E	S 68°31'50" E
4 EAST	12	54.336'	430.000'	53.823'	N 03°37'40.5" W	39°04'43"	19°41'51.5"	N 29°12'32" W	N 09°57'11" E
13	-	118.882'	430.000'	118.474'	N 14°02'48" W	15°52'12"	7°55'08"	N 21°57'54" W	N 06°07'42" W
14	-	120.690'	430.000'	120.294'	N 01°54'44.5" E	10°04'55"	5°02'26.5"	N 08°07'42" W	N 09°57'11" E
4 CL	-	273.405'	400.000'	288.112'	N 09°37'40.5" W	39°09'43"	19°34'51.5"	N 29°12'32" W	N 09°57'11" E
4 WEST	-	282.898'	370.000'	248.004'	N 09°37'40.5" W	39°09'43"	19°34'51.5"	N 29°12'32" W	N 09°57'11" E
21	-	131.688'	370.000'	133.337'	N 18°49'42.5" W	20°45'39"	10°22'46.5"	N 29°12'32" W	N 08°26'53" W
20	-	118.829'	370.000'	118.819'	N 00°45'02" E	18°24'04"	9°12'02"	N 08°26'53" W	N 08°57'11" E
6	-	61.758'	117.000'	60.194'	S 10°39'58" E	40°02'14"	20°01'07"	S 30°08'05" E	S 09°61'11" W
9	-	81.178'	117.000'	80.194'	N 29°18'18.5" E	40°02'14"	20°01'07"	N 39°57'11" E	N 49°58'29" E
7	-	340.437'	75.000'	114.844'	S 80°02'48.5" E	28°04'22"	13°02'14.5"	N 39°57'11" E	N 49°58'29" E
15	-	45.486'	75.000'	44.802'	N 12°42'21.5" W	34°42'33"	17°22'41.5"	N 30°08'05" W	N 04°42'20" E
OUTLOT 2	-	26.069'	75.000'	26.000'	N 12°20'04" E	15°18'26"	7°39'44"	N 04°42'20" E	N 19°54'48" E
19	-	64.029'	75.000'	62.064'	N 44°27'02.5" E	48°54'20"	24°27'14.5"	N 06°59'48" E	N 68°54'17" E
17	-	68.188'	75.000'	65.843'	S 85°03'28.5" E	52°04'28"	26°02'14.5"	N 68°54'17" E	S 59°01'14" E
18	-	68.188'	75.000'	65.843'	S 92°59'00" E	52°04'28"	26°02'14.5"	S 68°01'14" E	S 08°58'46" E
19	-	74.530'	75.000'	71.501'	S 21°31'26" W	66°56'12"	28°28'09"	S 08°08'46" E	S 49°59'29" W
8 A	-	97.314'	470.000'	87.189'	N 71°51'06.5" W	10°38'39"	5°19'19.5"	N 71°02'59" W	N 60°31'50" W
8 B	-	248.018'	470.000'	243.214'	N 30°33'35.5" W	20°02'25"	14°59'42.5"	S 60°31'50" W	N 84°29'38" E
35	-	181.592'	470.000'	180.489'	S 84°28'17" W	22°09'41"	11°04'07"	S 19°57'59" E	S 09°09'58" W
OUTLOT 2	-	64.429'	470.000'	64.369'	S 83°23'31.5" W	7°51'11"	3°58'35.5"	S 68°56'56" W	S 73°22'38" W
9 CL	-	464.478'	600.000'	393.637'	N 66°42'18.5" W	48°20'68"	23°10'20.5"	S 67°07'11" W	N 68°21'50" W
9 C	-	124.824'	600.000'	124.500'	N 73°40'57" W	14°18'14"	7°09'07"	N 68°50'04" W	N 68°31'50" W
9 D	-	275.652'	600.000'	276.021'	S 63°09'33.5" W	32°02'45"	16°01'22.5"	S 67°07'11" W	N 68°50'04" W
9 E	-	102.297'	600.000'	102.159'	N 72°03'36" W	11°00'32"	6°31'46"	N 77°36'22" W	N 68°31'50" W
9 F	-	253.405'	600.000'	250.998'	S 62°15'24" W	27°23'40"	13°41'50"	S 68°31'50" W	N 84°04'46" W
38	-	196.182'	600.000'	186.174'	S 48°38'25" W	20°33'58"	10°16'49"	S 76°21'86" W	N 84°04'46" W
OUTLOT 3	-	63.216'	530.000'	63.178'	S 71°58'03" W	9°45'32"	3°26'01"	S 68°31'50" W	S 78°21'56" W
8 EAST	25	135.708'	270.000'	134.282'	S 05°14'07" E	28°47'52"	14°23'56"	S 19°57'59" E	S 09°09'58" W
9 CL	-	150.734'	300.000'	149.202'	S 08°14'00" E	28°47'52"	14°23'56"	S 19°57'59" E	S 09°09'58" W
9 WEST	-	185.869'	300.000'	184.123'	S 08°14'00" E	28°47'52"	14°23'56"	S 19°57'59" E	S 09°09'58" W
35	-	103.884'	300.000'	103.655'	S 00°00'16.5" W	18°03'16"	9°01'37.5"	S 08°58'19" E	S 09°09'58" W
34	-	51.879'	300.000'	51.788'	S 14°15'37.5" E	10°44'37"	5°22'16.5"	S 18°37'56" E	S 08°58'19" E
16 EAST	-	192.381'	280.000'	189.002'	N 00°04'64.5" E	38°28'41"	19°42'50.5"	N 18°37'56" W	N 10°47'45" E
28	-	118.829'	280.000'	118.514'	N 07°22'20" W	24°31'12"	12°15'35"	N 18°37'56" W	N 04°53'16" E
10 CL	-	72.837'	280.000'	72.859'	N 12°20'05" E	14°54'28"	7°27'14.5"	N 04°56'18" E	N 19°47'45" E
10 WEST	39	172.031'	280.000'	168.862'	N 00°04'64.5" E	38°28'41"	19°42'50.5"	N 18°37'56" W	N 10°47'45" E
11	-	91.519'	137.000'	89.680'	S 00°48'24.5" W	37°58'31"	19°58'15.5"	S 18°06'46" E	S 19°47'45" W
27	-	54.055'	137.000'	53.710'	S 08°33'58" W	22°21'34"	11°18'47"	S 02°39'49" E	S 19°47'45" W
28	-	37.264'	137.000'	37.151'	S 10°24'17.5" E	16°28'57"	7°42'26.5"	S 18°06'46" E	S 02°39'49" W
12	-	91.319'	137.000'	89.800'	N 38°45'00.5" E	37°58'31"	18°58'16.5"	N 18°06'46" E	S 19°47'45" W
13	-	334.852'	75.000'	118.285'	S 70°12'15" E	255°53'02"	127°58'31"	N 18°06'46" E	S 07°44'18" W
26	-	66.837'	75.000'	64.848'	N 07°23'02" E	51°03'38"	25°31'48"	N 18°06'46" W	N 30°54'50" E
28	-	96.995'	75.000'	94.792'	N 38°30'18.5" E	51°10'37"	25°32'28.5"	N 32°54'50" E	N 84°04'46" W
30	-	88.683'	75.000'	85.541'	S 72°43'28.5" E	48°21'29"	23°10'44.5"	N 64°09'47" E	S 49°32'44" E
OUTLOT 2	-	30.254'	75.000'	30.029'	S 38°03'30.5" E	23°04'22"	11°32'13.5"	S 49°32'44" E	S 28°28'17" E
31	-	80.833'	75.000'	80.411'	S 03°17'32.5" E	48°21'29"	23°10'44.5"	S 28°28'17" E	S 19°53'12" W
32	-	49.547'	75.000'	48.691'	S 38°48'44" W	37°61'04"	18°58'32"	S 18°03'12" W	S 07°44'18" W
14 EAST	-	227.737'	953.000'	227.297'	N 02°23'26.5" E	13°32'58"	6°48'29.5"	N 04°23'03" W	N 09°05'56" E
47	-	137.981'	953.000'	137.883'	N 09°03'39" E	6°12'34"	4°06'17"	N 00°57'22" E	N 09°05'56" E
OUTLOT 4	-	80.232'	953.000'	80.017'	N 00°31'55" W	2°38'34"	1°29'17"	N 02°01'12" W	N 00°57'22" E
46	-	36.733'	953.000'	35.731'	N 03°12'07.5" W	2°21'51"	1°10'55.5"	N 04°23'03" W	N 02°01'12" W
14 CL	-	220.642'	953.000'	220.129'	N 02°23'26.5" E	13°32'58"	6°48'29.5"	N 04°23'03" W	N 09°05'56" E
14 WEST	-	213.548'	953.000'	213.031'	N 02°23'26.5" E	13°32'58"	6°48'29.5"	N 04°23'03" W	N 09°05'56" E
37	-	128.394'	953.000'	128.272'	N 08°03'09" E	8°12'34"	4°06'17"	N 00°57'22" E	N 09°05'56" E
OUTLOT 3	-	50.028'	953.000'	50.019"	N 00°37'51.5" W	3°10'27"	1°38'15.5"	N 02°13'22" E	N 00°57'22" E
38	-	34.138'	953.000'	34.138'	N 03°16'04" W	2°09'58"	1°04'59"	N 04°23'03" W	N 02°13'22" E
15 EAST	-	373.578'	700.000'	369.447'	S 10°55'01" W	30°38'00"	15°18'04"	S 04°23'03" E	S 28°13'05" W
48	-	98.957'	700.000'	98.875'	S 09°20'03.5" E	8°05'09"	4°02'59.5"	S 04°23'03" E	S 03°42'58" W
45	-	154.811'	700.000'	154.490'	S 10°03'04.5" W	12°40'17"	6°20'08.5"	S 03°42'58" W	S 16°23'13" W
44	-	120.108'	700.000'	119.890'	S 21°18'08" W	9°49'52"	4°54'68"	S 16°23'13" W	S 28°13'05" W
15 CL	-	389.859'	700.000'	385.281'	S 10°55'01" W	30°38'00"	15°18'04"	S 04°23'03" E	S 28°13'05" W
15 WEST	-	450.022'	700.000'						

WINDRUSH

BEING A SUBDIVISION OF PART OF THE NE 1/4 AND SE 1/4 OF THE NE 1/4 AND NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, John R. Stigler, Professional Land Surveyor, being first duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped WINDRUSH being a subdivision of part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Town 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin bounded and described as follows:

Beginning at the northeast corner of said Northeast Quarter (NE 1/4); thence South 00°39'05" West along the east line of said Northeast Quarter (NE 1/4) and the west line of Hanover Hill, a recorded subdivision, 2647.950 feet to the southeast corner of said Northeast Quarter (NE 1/4); thence South 00°09'44" West along the east line of said Southeast Quarter (SE 1/4) and the west line of Lynndale Farms, a recorded subdivision, 660.110 feet to the northeast corner of Lot 17, Block 3 Certified Survey Map No. 8493 as recorded in Volume 74 on pages 248 through 251 as Document No. 2295019 Waukesha County Register of Deeds; thence South 89°15'40" West along the north line of said Lot 17, 1316.200 feet to the northwest corner of said Lot 17, said northwest corner on the east line of Mae's Walke Addition No. 1, a recorded subdivision; thence North 00°25'56" East along said east line and east line extended 661.446 feet to a point on the south line of said Northeast Quarter (NE 1/4); thence North 00°40'27" East 2648.820 feet to the north line of said Northeast Quarter (NE 1/4) and the centerline of CTH K (Lisbon Road); thence North 89°23'51" East along said north line and centerline 1311.870 feet to the place of beginning. Containing 4,344,347 square feet (98.7325 acres) of land.

I further certify that I have made such survey, land division, and plat by the direction of the owners of said land; that such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made; and that I have fully complied with the provisions of Chapter 238 of the Wisconsin State Statutes and the subdivision regulations of the Village of Hartland in surveying, dividing and mapping the same.

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820
Dated this 22nd day of May, 2015.



STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

The above certificate subscribed and sworn to me this 22nd day of May, 2015.

My commission expires July 26, 2017.

Anthony S. Zanon
ANTHONY S. ZANON - NOTARY PUBLIC

OWNER'S CERTIFICATE OF DEDICATION

SUNRISE DEVELOPMENT, LLC, as owners, do hereby certify that we caused the land described on the plat of WINDRUSH to be surveyed, divided, mapped and dedicated as represented on this plat. SUNRISE DEVELOPMENT, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Village of Hartland, Department of Administration, and Waukesha County Parks and Land Use Department.

IN WITNESS WHEREOF, the said SUNRISE DEVELOPMENT, LLC has caused these presents to be signed by, JAMES P. SIEPMANN, its MANAGING MEMBER this _____ day of _____, 2015.

SUNRISE DEVELOPMENT, LLC

JAMES P. SIEPMANN - MANAGING MEMBER

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2015 the above named JAMES P. SIEPMANN, to me known to be a MANAGING MEMBER of SUNRISE DEVELOPMENT, LLC and the person who executed the above certificate and acknowledged the same.

My commission expires _____

NOTARY PUBLIC -

CONSENT OF CORPORATE MORTGAGEE

PARK BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this plat, and does hereby consent to the above certificate of SUNRISE DEVELOPMENT, LLC, owners of said land.

IN WITNESS THEREOF, PARK BANK has caused these presents to be signed by, _____, its _____ and its corporate seal to be hereunto affixed this _____ day of _____, 2015.

PARK BANK

BY: _____

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2015 _____, of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be such officer of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by its authority.

My commission expires _____

NOTARY PUBLIC -

WAUKESHA COUNTY TREASURER CERTIFICATE

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

I, PAMELA F. REEVES, being the duly elected, qualified and acting Waukesha County Treasurer, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 2015, on any land included in the plat of WINDRUSH.

Dated _____, 2015

PAMELA F. REEVES - COUNTY TREASURER

VILLAGE OF HARTLAND APPROVAL

Resolved that the plat of WINDRUSH, in the Village of Hartland, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statutes on this day _____ of _____, 2015.

DAVID C. LAMERAND - VILLAGE PRESIDENT

I hereby certify that the foregoing is a true and correct copy of the resolution passed and adopted by the Village Board of the Village of Hartland on this _____ day of _____, 2015. Which action becomes effective upon receipt of approval of all other review agencies.

DARLENE IGL - VILLAGE CLERK

VILLAGE OF HARTLAND FINANCE DIRECTOR/TREASURER CERTIFICATE

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

I, RYAN BAILEY, being the duly elected, qualified and acting Village of Hartland Finance Director/Treasurer, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 2015, on any land included in the plat of WINDRUSH.

Dated _____, 2015

RYAN BAILEY - VILLAGE OF HARTLAND FINANCE DIRECTOR/TREASURER

SECONDARY ENVIRONMENTAL CORRIDOR PRESERVATION RESTRICTIONS

Those areas of land identified as a Secondary Environmental Corridor Preservation Area on Sheet 1 and 2 of 4 of this Subdivision Plat shall be subject to the following restrictions:

1. Grading and filling are prohibited, except in connection with the construction of a residence in a designated pre-approved building envelope or with the specific approval of the Village of Hartland.
2. The removal of topsoil or other earthen materials is prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Village of Hartland. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village of Hartland shall also be permitted. The removal of any vegetative cover that is necessitated by the approved construction of a residence or accessory building within a designated pre-approved building envelope, shall be permitted. The removal of any vegetative cover outside of the designated pre-approved building envelope, but within the Secondary Environmental Corridor, that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Secondary Environmental Corridor and with approval from the Village of Hartland.
4. Grazing by domesticated animals, i.e., horses, cows, etc., shall be discouraged to the greatest extent possible.
5. The introduction of plant material not indigenous to the existing environment of the Secondary Environmental Corridor Preservation Area is prohibited.
6. Ponds may be permitted subject to the approval of the Village of Hartland and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. The construction of buildings within the Secondary Environmental Corridor Preservation Area is prohibited, except as may be specifically provided for by a building envelope on the Subdivision Plat. Any alterations to such a designated pre-approved building envelope will require the approval of the Village of Hartland.

CONSERVANCY/WETLAND/FLOODPLAIN PRESERVATION RESTRICTIONS

Those areas of land identified as a Conservancy/Wetland/Floodplain Preservation Area on Sheet 2 of 4 of this Subdivision Plat shall be subject to the following restrictions:

1. Grading and filling are prohibited, unless specifically authorized by the Village of Hartland and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials is prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Village of Hartland. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village of Hartland shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved lot or necessitated for the maintenance of stormwater facilities, shall be permitted only when the access or service cannot be located outside of the Conservancy/Wetland/Floodplain Preservation Area with approval from the Village of Hartland.
4. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.
5. The introduction of plant material not indigenous to the existing environment of the Conservancy/Wetland/Floodplain Preservation Area is prohibited.
6. Ponds may be permitted subject to the approval of the Village of Hartland and, if applicable, the Waukesha County Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. The construction of buildings is prohibited.

BASEMENT RESTRICTION - GROUNDWATER

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 238 Wisconsin Statutes, some lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications services is hereby granted by

SUNRISE DEVELOPMENT, LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee, WISCONSIN BELL INC, d/b/a AT&T, a Wisconsin Corporation, Grantee, and TIME WARNER ENTERTAINMENT COMPANY, L.P., Grantee, and their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

NOTE:

THERE WILL BE A PUBLIC ASPHALT PATH WITHIN THE SUBDIVISION AS SHOWN ON SHEET 1 OF THIS PLAT. THE EXACT LOCATION OF THE PATH WILL BE DETERMINED. ONCE THE PATH HAS BEEN CONSTRUCTED, THE CENTERLINE OF THE PATH WILL BE THE CENTERLINE OF A PUBLIC ACCESS EASEMENT GRANTED TO THE VILLAGE OF HARTLAND BY SEPARATE DOCUMENT. THE WINDRUSH HOMEOWNERS ASSOCIATION SHALL MAINTAIN, REPAIR AND REPLACE SAID PATH. THE EASEMENT ALLOWS FOR PUBLIC ACCESS AND FOR THE VILLAGE OF HARTLAND TO INSPECT SAID PATH AND TO ORDER THE HOMEOWNERS ASSOCIATION OR ITS DESIGNEE TO MAKE NECESSARY REPAIRS. IF SAID REPAIRS ARE NOT MADE IN A TIMELY MANNER, THE VILLAGE RESERVES THE RIGHT TO HAVE SAID REPAIRS MADE AND ASSESS THE INDIVIDUAL LOT OWNERS THE COST OF SAID REPAIRS AND PLACE SAID COSTS ON THE TAX ROLL OF SAID LOT OWNERS AND COLLECTED AS A SPECIAL CHARGE OR ASSESSMENT BY THE VILLAGE.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

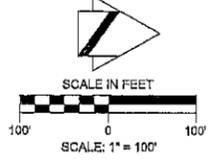
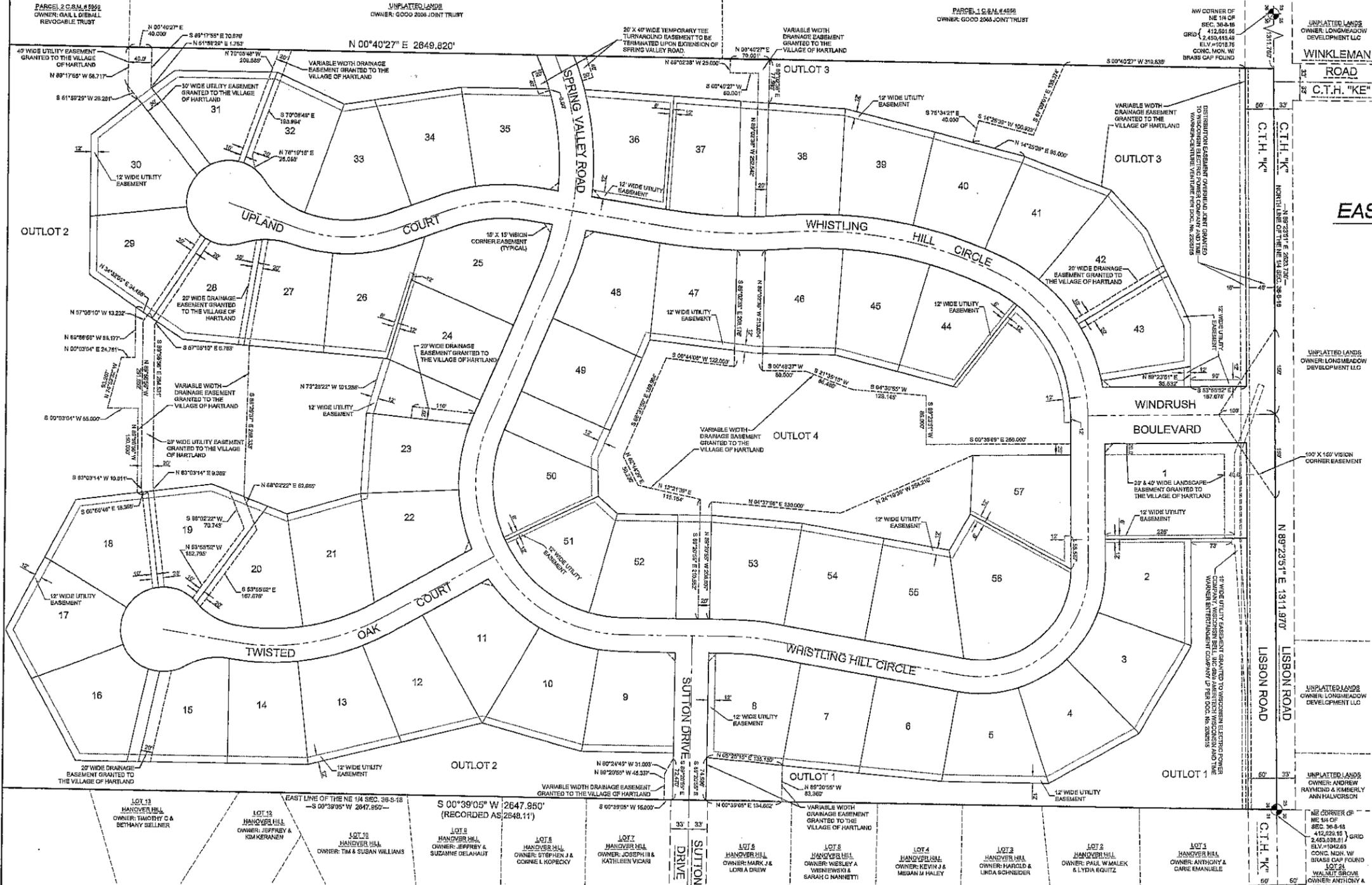


THIS INSTRUMENT DRAFTED BY JOHN R. STIGLER
SHEET NO. 4 OF 4 SHEETS

FILE NAME: S:\PROJECTS\2015\WISCONSIN\20150526\FINAL.DWG

WINDRUSH

BEING A SUBDIVISION OF PART OF THE NE 1/4 AND SE 1/4 OF THE NE 1/4 AND NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN



EASEMENT DETAILS

- NOTES:**
1. ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST HUNDREDTH OF A FOOT AND COMPUTED TO THOUSANDTHS OF A FOOT. ANGLES HAVE BEEN MEASURED TO THE NEAREST 3 SECONDS AND COMPUTED TO THE NEAREST HALF-SECOND.
 2. THE HEIGHT OF ALL PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24 INCHES ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENTS.
 3. SEE SHEET 4 FOR ADDITIONAL NOTES.

REFERENCE BEARING: THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 89°23'51" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 27).

REFERENCE BENCHMARK: 1042.55 (USGS) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

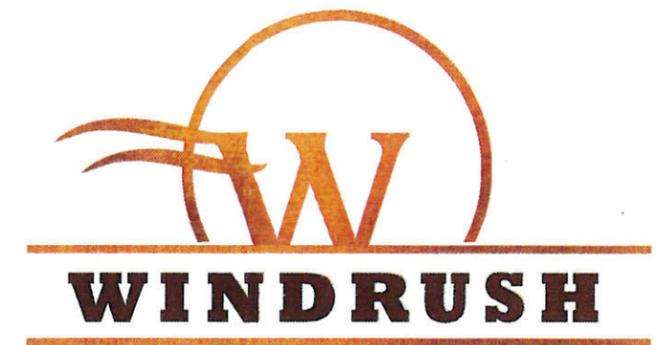
Certified _____, 20____

Department of Administration



JOHN R. STIGLER - Wis. Reg. No. S - 1820
Dated this 22nd Day of May, 2015

FILE NAME: S:\PROJECTS\57656\DWG\57656.FWL240

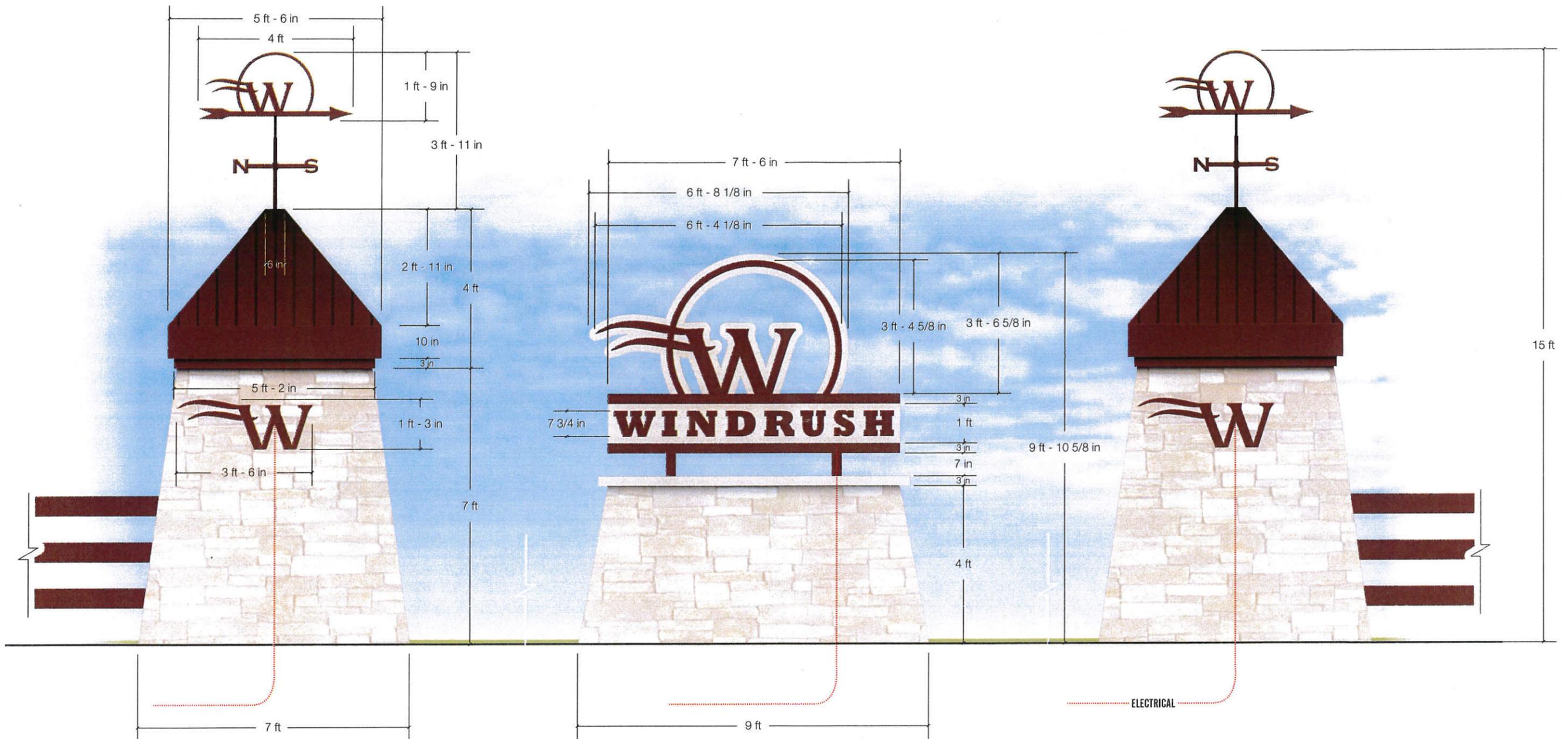


WINDRUSH SUBDIVISION SIGNAGE

DRAWING SET 1(4)
REVISION #4: 5/1/15

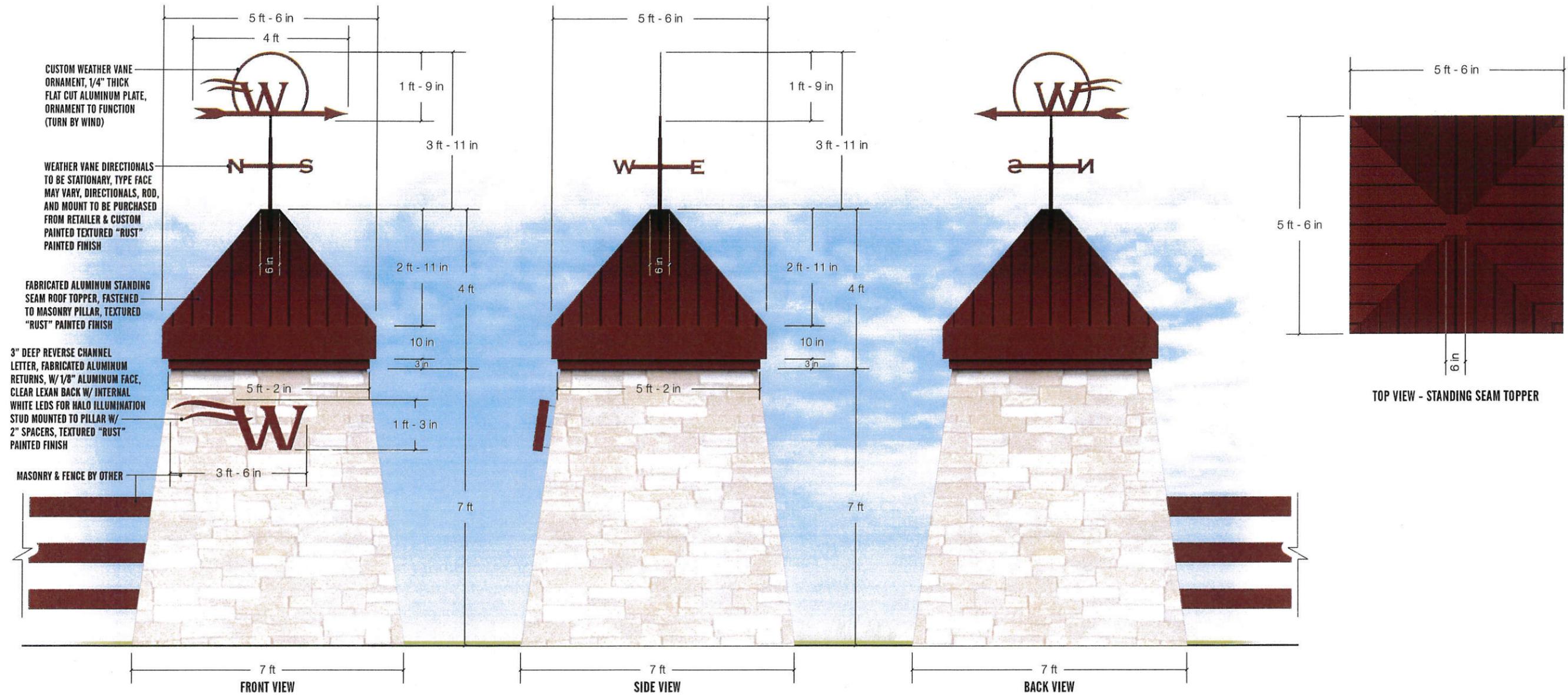


4065 North 128th Street, Brookfield, WI 53005
p. 262.781.1500
f. 262.781.1540
www.lembergelectric.com



NOTE: FINAL ELECTRICAL CONNECTION IS THE RESPONSIBILITY OF THE OWNER. LEMBERG WILL ONLY PROVIDE CONNECTION IF APPROPRIATE ELECTRICAL SOURCE IS WITHIN 3' OF THE SIGN.

 <p>4085 North 128th Street, Brookfield, WI 53005 p. 262.781.1500 f. 262.781.1540 www.lembergelectric.com</p>	PROJECT: Windrush / Siepmann Realty Corporation	DRAWING: 5(2)	REVISION DATE: 2/3/15	REVISION#: 2	LANDLORD APPROVAL SIGNATURE / DATE:	PAGE #: 2 of 7
	ADDRESS: Highway K, Hartland	DATE: 1/20/15	SALES REP: Brian Pritzkow	DESIGNER: Eric Bailey	CLIENT APPROVAL SIGNATURE / DATE:	

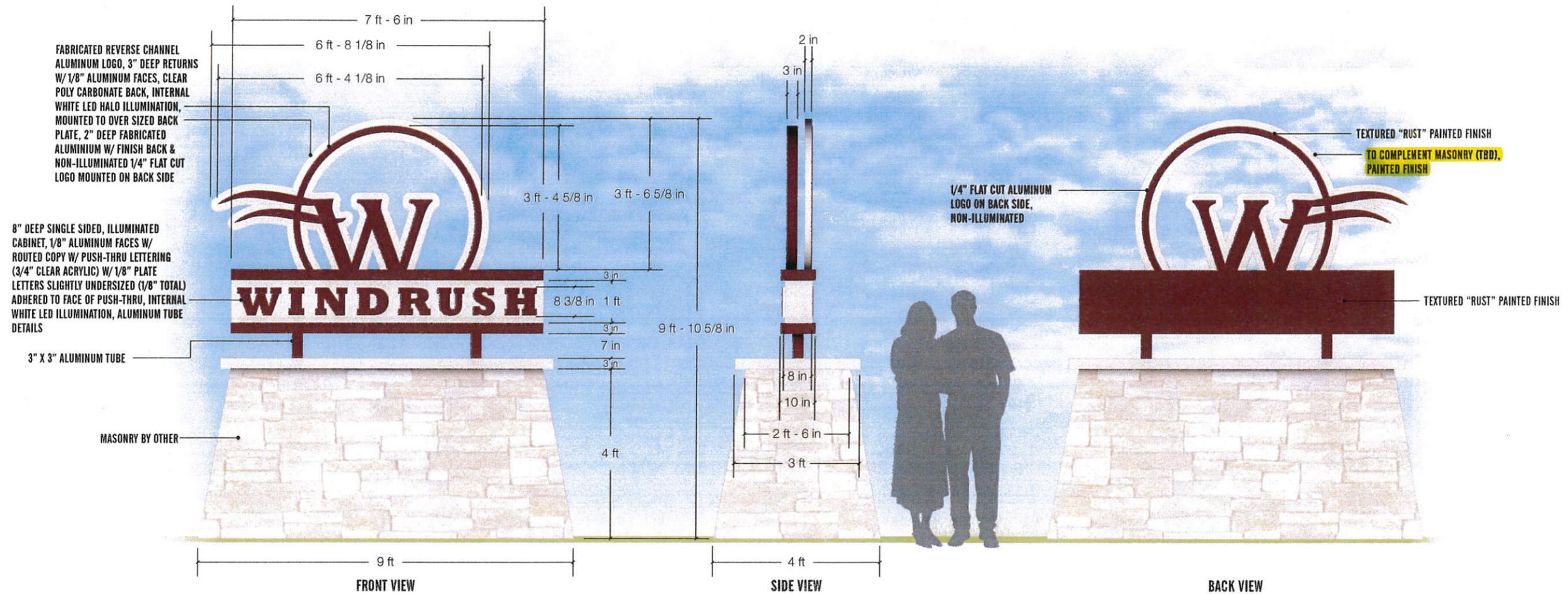


FENCE COLUMN SIGNAGE

- TWO (2) MASONRY FENCE COLUMNS TO HAVE REVERSE CHANNEL HALO ILLUMINATED LETTERS, STANDING SEAM TOPPERS, & FUNCTIONING WEATHER VANES
- TWO (2) 3" DEEP REVERSE CHANNEL WINDRUSH LOGOS, TWO (2) FABRICATED ALUMINUM STANDING SEAM TOPPERS, TWO (2) FUNCTIONING WEATHER VANES, SEE DETAILED SPECS ABOVE
- ALL COMPONENTS TO HAVE CUSTOM TEXTURED "RUST" PAINTED FINISH (SAMPLE TO BE SUPPLIED FOR APPROVAL)
- MASONRY & FENCE BY OTHER

NOTE: FINAL ELECTRICAL CONNECTION IS THE RESPONSIBILITY OF THE OWNER. LEMBERG WILL ONLY PROVIDE CONNECTION IF APPROPRIATE ELECTRICAL SOURCE IS WITHIN 3' OF THE SIGN.

<p>4085 North 122th Street, Brookfield, WI 53005 p. 262.781.1900 f. 262.781.1540 www.lembergelectric.com</p>	PROJECT:	DRAWING:	REVISION DATE:	REVISION#:	LANDLORD APPROVAL SIGNATURE / DATE:	PAGE #: 3 of 7
	Windrush / Siepmann Realty Corporation	8(1)	2-3-15	1		
	ADDRESS:	DATE:	SCALE:	SALES REP:	DESIGNER:	
	Highway K, Hartland	1/28/15	3/8" = 1'	Brian Pritzkow	Eric Bailey	



CENTER MONUMENT SIGN

ONE (1) DOUBLE SIDED, ILLUMINATED MONUMENT SIGN W/ MASONRY BASE

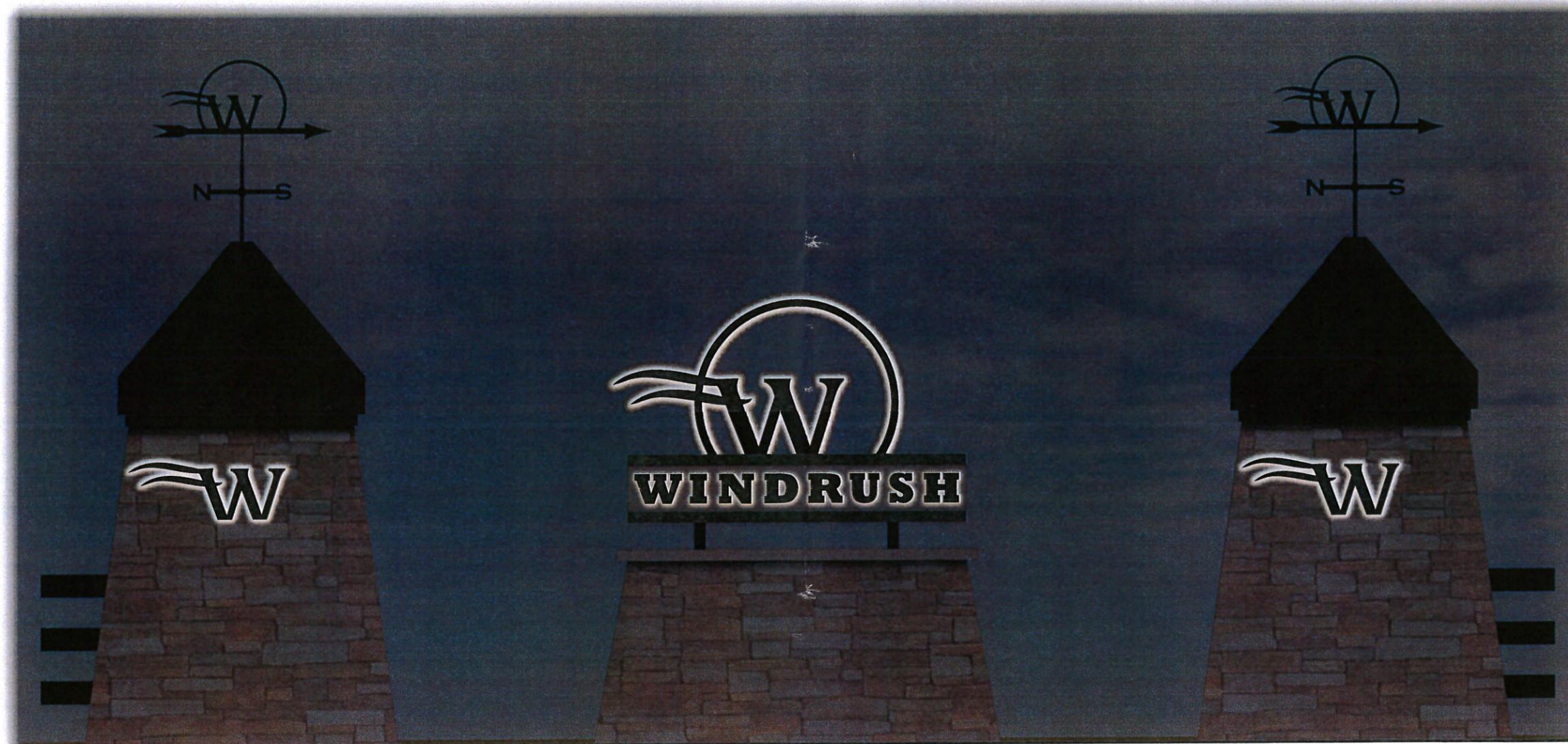
3" DEEP REVERSE CHANNEL LOGO MOUNTED TO 2" DEEP OVERSIZED BACK PLATE, W/ 8" DEEP ROUTED FACE SIGN CABINET W/ PUSH-THRU LETTERING ON ONE SIDE, BACK OF SIGN HAS PLATE LOGO ONLY (NON-ILLUMINATED), ALUMINUM TUBE FRAME, SEE DETAILED SPECS ABOVE

ALL COMPONENTS SHOWN IN "RUST COLOR" TO HAVE CUSTOM TEXTURED "RUST" PAINTED FINISH, **BACK PLATE & SIGN CABINET TO HAVE PAINTED FINISH TO COMPLEMENT MASONRY (TBD), (SAMPLE TO BE SUPPLIED FOR APPROVAL)**

MASONRY & FENCE BY OTHER

NOTE: FINAL ELECTRICAL CONNECTION IS THE RESPONSIBILITY OF THE OWNER. LEMBERG WILL ONLY PROVIDE CONNECTION IF APPROPRIATE ELECTRICAL SOURCE IS WITHIN 3' OF THE SIGN.

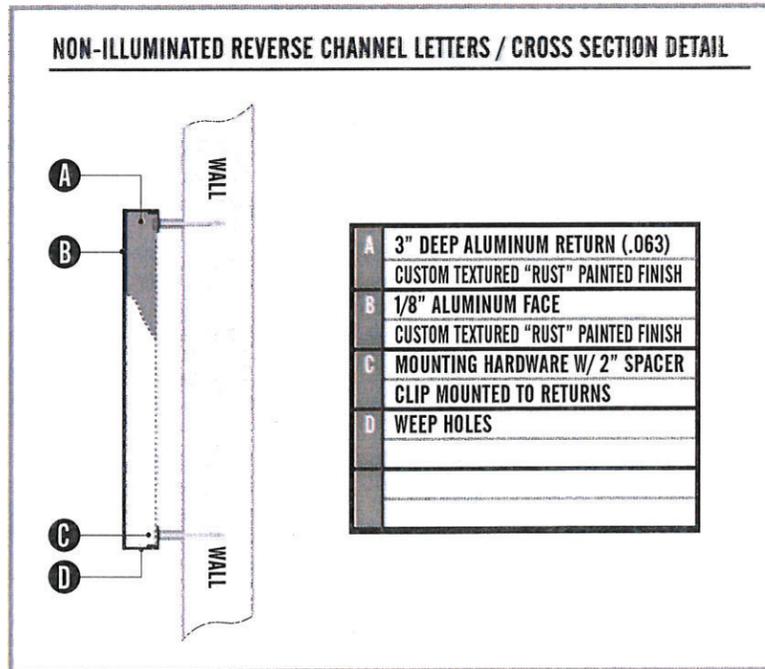
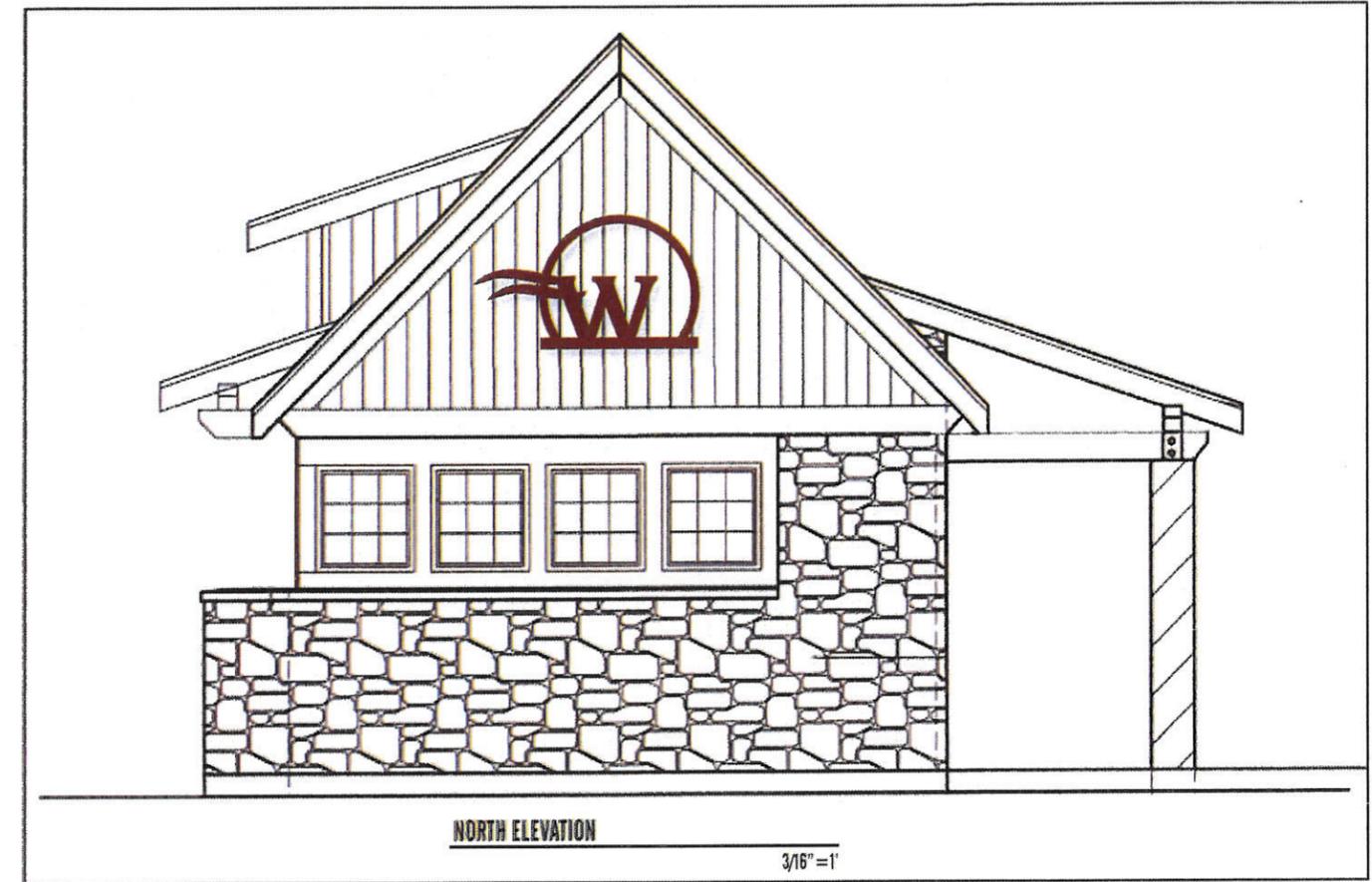
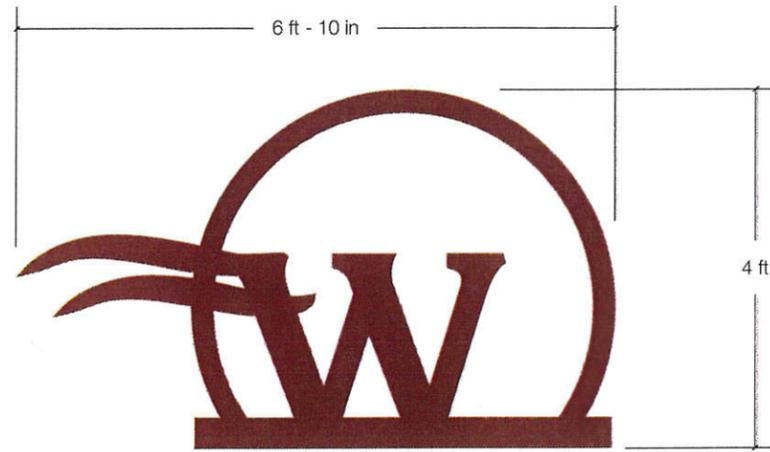
<p>4085 North 128th Street, Brookfield, WI 53005 p. 262.781.1500 f. 262.781.1540 www.lembergelectric.com</p>	PROJECT:	DRAWING:	REVISION DATE:	REVISION#:	LANDLORD APPROVAL SIGNATURE / DATE:	PAGE #: 4 of 7
	Windrush / Siepmann Realty Corporation	6(2)	2-3-15	2		
	ADDRESS:	DATE:	SCALE:	SALES REP:	DESIGNER:	
Highway K, Hartland	1/20/15	3/8" = 1'	Brian Pritzkow	Eric Bailey		



NIGHT RENDERING

NOTE: FINAL ELECTRICAL CONNECTION IS THE RESPONSIBILITY OF THE OWNER. LEMBERG WILL ONLY PROVIDE CONNECTION IF APPROPRIATE ELECTRICAL SOURCE IS WITHIN 3' OF THE SIGN.

 <p>4085 North 128th Street, Brookfield, WI 53005 p. 262.781.1500 f. 262.781.1540 www.lembergelectric.com</p>	PROJECT: Windrush / Siepmann Realty Corporation	DRAWING: 7(2)	REVISION DATE: 2-3-15	REVISION#: 2	LANDLORD APPROVAL SIGNATURE / DATE:	PAGE #: 5 of 7
	ADDRESS: Highway K, Hartland	DATE: 1/21/15	SALES REP: Brian Pritzkow		CLIENT APPROVAL SIGNATURE / DATE:	
		SCALE: 1/2" = 1'	DESIGNER: Eric Bailey			



NON-ILLUMINATED REVERSE CHANNEL LETTER

ONE (1) NON-ILLUMINATED REVERSE CHANNEL LOGO

3" DEEP FABRICATED REVERSE CHANNEL LOGO, W/ CUSTOM TEXTURED "RUST" PAINTED FINISH (SAMPLE TO BE SUPPLIED FOR APPROVAL)

LOGO MOUNTS TO FASCIA W/ 2" SPACERS



4085 North 128th Street, Brookfield, WI 53005
 p. 262.781.1500
 f. 262.781.1540
 www.lembergelectric.com

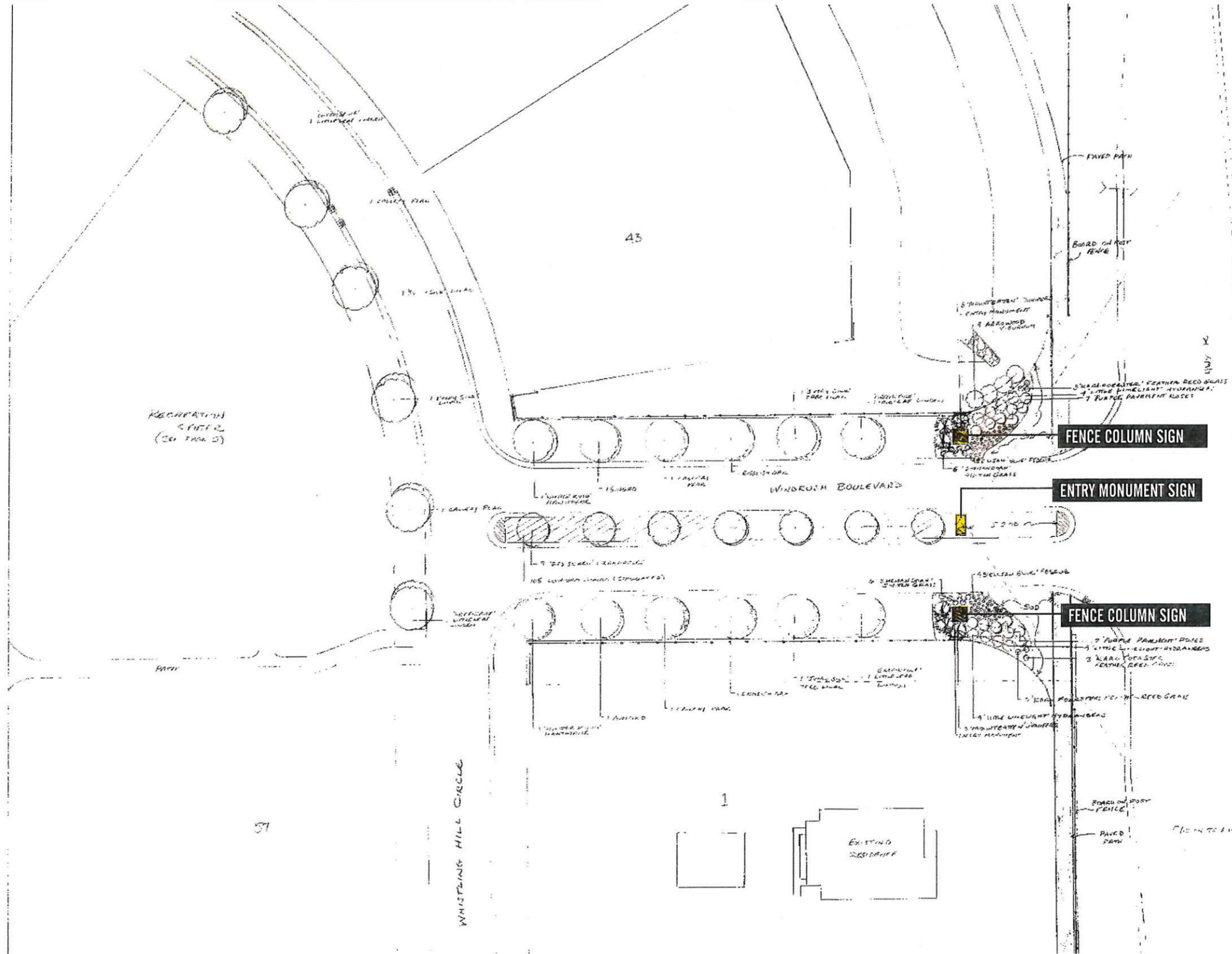
PROJECT:
 Windrush / Siepmann Realty Corporation
 ADDRESS:
 Highway K, Hartland

DRAWING:	9(0)	REVISION DATE:		REVISION#:	
DATE:	4-16-15	SALES REP:	Brian Pritzkow		
SCALE:	1/2" = 1'	DESIGNER:	Eric Bailey		

LANDLORD APPROVAL SIGNATURE / DATE:
 CLIENT APPROVAL SIGNATURE / DATE:

PAGE #:

6 of 7



WINDRUSH
LANDSCAPE PLAN

Drawn by: Karen A. Siepmann
SIEPMANN REALTY
 CORPORATION
 W240 N1221 Pewaukee Road, Waukesha, WI 53188
 262-650-9700
 February 13, 2015
 Revised March 13, 2015

Notes
 All plants to be mulched with a minimum of 3 inches shredded hardwood bark.
 All plants to be guaranteed for one year.
 All plants to be thoroughly watered at time of planting.
 Locate all underground utilities before digging.
DIGGER'S HOTLINE
 1-800-242-8511

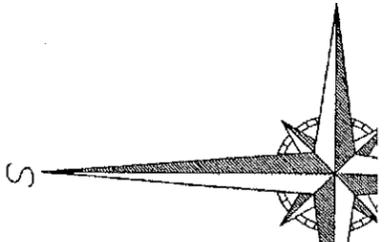
LEMBERG SIGNS
 4085 North 128th Street, Brookfield, WI 53005
 p. 262.781.1500
 f. 262.781.1540
 www.lembergelectric.com

PROJECT:
 Windrush / Siepmann Realty Corporation
ADDRESS:
 Highway K, Hartland

DRAWING: 10(0)
DATE: 5/1/15
SCALE: 1" = 50'
REVISION DATE:
SALES REP: Brian Pritzkow
DESIGNER: Eric Bailey

LANDLORD APPROVAL SIGNATURE / DATE:
CLIENT APPROVAL SIGNATURE / DATE:

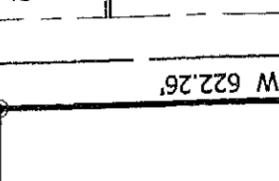
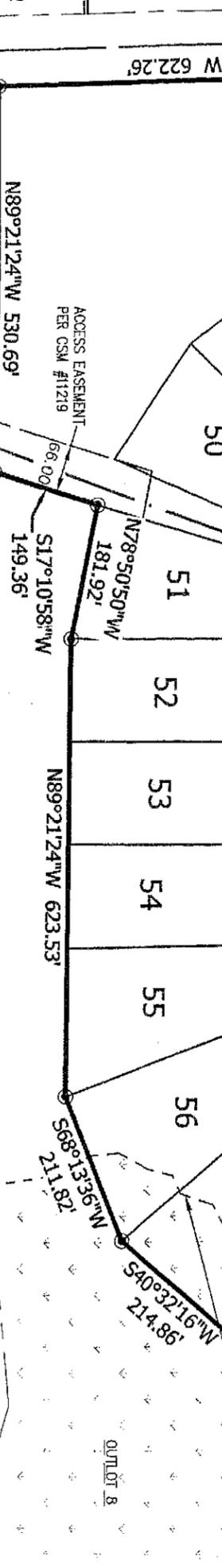
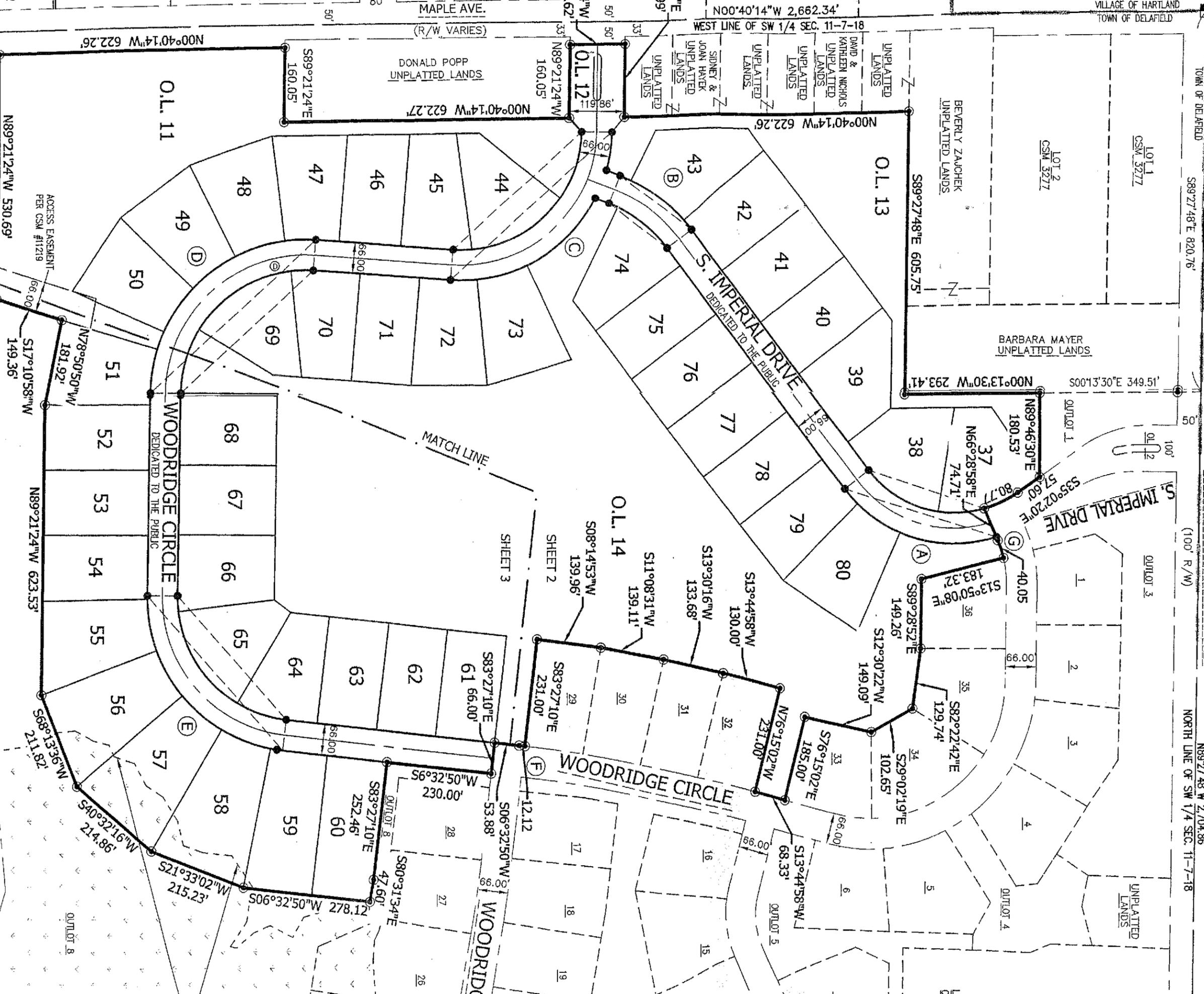
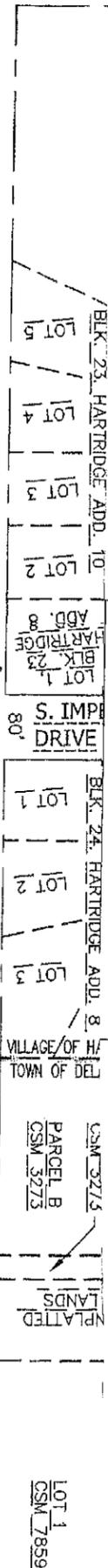
THESE DESIGNS & DRAWINGS ARE THE EXCLUSIVE PROPERTY OF LEMBERG ELECTRIC INC. USE OR DUPLICATION WITHOUT EXPRESSED WRITTEN PERMISSION OF LEMBERG ELECTRIC INC. IS PROHIBITED. DRAWINGS ARE FOR CONCEPTUAL USE ONLY. DIMENSIONS, SPECIFICATIONS & COLORS ARE NOT FINAL. THE DOCUMENT REPRESENTS ONLY AN APPROXIMATION OF MATERIAL & COLORS. ACTUAL PRODUCT COLORS MAY VARY FROM PRINT.



WOODRIDGE ESTATES II

LOT 2 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 11219, BEING A PART OF THE NE. 1/4, SE. 1/4, SW. 1/4, AND NW. 1/4 OF THE SW. 1/4 OF SECTION 11, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

OVERALL DETAIL



Advanced Life Support Intercept Agreement

Lisbon Fire Department and Hartland Fire Department desire to demonstrate their commitment to providing the best possible care to their patients by entering into this Advanced Life Support Intercept Agreement.

Lisbon Fire Department agrees to provide Hartland Fire Department with Advanced Life Support (ALS) intercept service when Hartland Fire Department requests such service. When such response is requested and provided the billing procedures outlined within this Agreement will be followed.

1. When Lisbon Fire Department provides ALS care and Hartland Fire Department transports the patient in a Hartland Fire Department vehicle:
 - a) Hartland Fire Department will be responsible for the billing and collection associated with the ALS service provided by Lisbon Fire Department as required by Centers for Medicare and Medicaid Regulations (CMS).
 - b) Hartland Fire Department will pay Lisbon Fire Department 50% of the funds received from all payer sources including any secondary billings with regard to a given ALS transport.
 - c) It is understood that Lisbon Fire Department Medicare provider number 000080028 shall only be used when Lisbon Fire Department is involved in a Hartland Fire Department transport.
 - d) Hartland Fire Department accepts responsibility to accurately track reimbursements for ALS intercepts in which it provides transport so as to adhere to the guidelines set forth in this billing agreement.

2. When Lisbon Fire Department provides ALS care and transports the patient in Lisbon Fire Department vehicle:
 - a) Lisbon Fire Department will be responsible for the billing and collection associated with its service.
 - b) Lisbon Fire Department will pay Hartland Fire Department 50% of the funds received from all payer sources and any secondary billings with regard to a given ALS transport.
 - c) Lisbon Fire Department accepts responsibility to accurately track reimbursements for ALS intercepts in which they provide transport so as to adhere to the guidelines set forth in this billing agreement.

3. Responses that involve on-scene care only and ALS care was rendered on scene or the patient was DOA:
 - a) Lisbon Fire Department will be responsible for the billing and collection associated with its service.
 - b) Lisbon Fire Department will pay Hartland Fire Department 50% of the funds received from all payer sources and any secondary billings.
 - c) Lisbon Fire Department accepts responsibility to accurately track reimbursements for ALS intercepts in which they provide no transport so as to adhere to the guidelines set forth in this billing agreement.

4. Responses that do not involve ALS level on-scene care only or where the patient is not DOA:

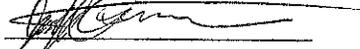
- a) Hartland Fire Department will be responsible for the billing and collection associated with its service in accordance with their on-scene care billing policy with no revenue sharing.

This agreement will become effective when signatures from both parties have been placed on this Agreement and will remain in effect until either party provides the other party with a thirty (30) day written notice of cancellation or modification.

Dated this day of _____, 20

Dated this day of _____, 20

Town of Lisbon



Signature

Joseph C Osterman

Print Name

Town Chairman

Title

Village of Hartland

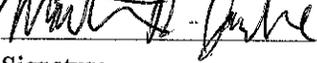
Signature

Print Name

Village President

Title

Town of Lisbon



Signature

Matthew Janeske

Print Name

Town Administrator

Title

Village of Hartland

Signature

Print Name

Village Administrator

Title

Lisbon Fire Department



Signature

Douglas J. Brahm

Print Name

Lisbon Fire Chief

Title

Hartland Fire Department

Signature

Print Name

Hartland Fire Chief

Title

MEMO

TO: David E. Cox, Village Administrator
FROM: Michael Einweck, Director of Public Works
DATE: June 17, 2015
SUBJECT: Sanctuary of Hartland Subdivision
Security Reduction

The developer, Mr. Chris Miller of Miller Marriott Construction Co., has requested a reduction in the letter of credit security for the Sanctuary of Hartland Subdivision construction items that have been completed. The request has been reviewed and checked by the Village Engineer, Ruekert - Mielke (please see attached). I have also reviewed the request that the work has been completed. This is the fifth request for security reduction.

The existing letter of credit is requested to be reduced from the current balance of \$707,971.80 to \$645,637.80. This is a reduction in the amount of \$62,334.00. If approved by the Board, staff will contact the issuer of the security with the new amount contingent upon receiving the lien waivers for this reduction. The remaining balance is to cover the outstanding construction work and the ten percent guarantee security.

Please place this on the next Village Board agenda for consideration.

Attachments

cc: Darlene Igl, Village Clerk
Ryan Bailey, Finance Director/Treasurer
Ryan Amtmann, Village Engineer



MILLER MARRIOTT
CONSTRUCTION CO. LLC

June 11, 2015

Village of Hartland
Attn: Mike Einweck
210 Cottonwood Ave
Hartland, WI 53029

We all agree that the attached work described on the project draw dated through period 5/30/2015 has been completed.

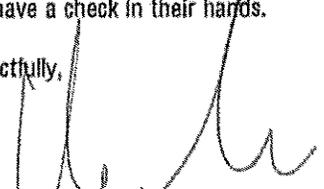
We also agree that:

- 1) Dollar value of work is accurate.
- 2) Work has been completed in a good and workmanlike manner in compliance w/ the Plat and applicable plans and specifications.
- 3) No liens will attach to this site.
- 4) The dollar value of the work completed is reasonable.

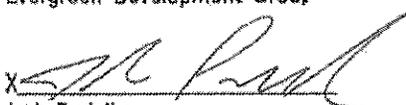
We would like to ask at this time that you perform an inspection (if needed) and grant us a reduction in our letter of credit amount per our developer's agreement.

As a reminder, we will not receive the Unconditional Lien Waivers from Tomasini for this pay app until they have a check in their hands.

Respectfully,

X 
Chris Miller
Owner, Miller Marriott Construction Co. LLC

X 
Mike Schiltz
Evergreen Development Group

X 
Josh Pudelko
Owner, Trio Engineering LLC

June 17, 2015

Mr. Michael Einweck, P.E.
Director of Public Works
Municipal Building
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

RE: Sanctuary of Hartland
Letter of Credit Reduction No. 5

Dear Mike:

I have reviewed Miller Marriott's fifth request to reduce the Letter of Credit amount by \$62,334.00. I am in agreement with this request and recommend that the Village Board reduce the Letter of Credit to \$645,637.80. This recommendation is based upon inspection records performed by Ruekert/Mielke and confirmed quantity estimates with Village Staff.

If you should have any questions regarding this recommendation, please feel free to contact me.

Very truly yours,

RUEKERT & MIELKE, INC.



Jerad J. Wegner, P.E. (WI)
Project Manager
jwegner@ruekert-mielke.com

JJW:crp

cc: Ryan T. Amtmann, P.E., Ruekert / Mielke
File

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

APPLICATION DATE: 06/11/15

PERIOD TO: 05/30/15

PROJECT: Sanctuary of Hartland Subdivision

ARCHITECTS PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)						
1	Erosion Control (Rams)	51,200.00	40,960.00		5,326.00		46,286.00	4,914.00	4,628.60
2	Tree Clearing (Rams)	35,500.00	35,500.00				35,500.00		3,550.00
3	Site Grading (Rams)	218,950.00	118,390.00		63,934.00		182,324.00	36,626.00	18,232.40
4	Sanitary Sewer (DF Tomasiini)	163,377.00	163,377.00				163,377.00		16,337.70
5	Watermain (DF Tomasiini)	199,084.00	199,084.00				199,084.00		19,908.40
6	Storm Sewer (DF Tomasiini)	117,339.00	117,339.00				117,339.00		11,733.90
7	Curb & Gutter (Payne & Dolan)	38,681.00						38,681.00	
8	Asphalt Pavement (Payne & Dolan)	183,965.00						183,965.00	
9	Concrete Sidewalks (Payne & Dolan)	30,680.00						30,680.00	
10	Landscaping (Breezy Hill)	73,338.00						73,338.00	
11	Fencing	24,000.00						24,000.00	
12	Entrance Lighting	7,500.00						7,500.00	
13									
14	15% Maintenance Amount	171,542.10						171,542.10	
15									
16									
17									
18									
19									
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21									
22									
23									
24									
25									
26									
27									
28	SUBTOTALS PAGE 2	1,315,156.10	674,650.00		69,260.00		743,910.00	571,246.10	74,391.00

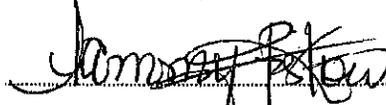
PARTIAL WAIVER OF LIEN

May 15, 2015

For value received, We hereby waive partial rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for Sanctuary of Hartland, LLC. owner,
by Rams Contracting, LTD. contractor,
for Earthwork
same being situated in Waukesha County, State of Wisconsin, described as,
Sanctuary of Hartland

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances. Check in the amount of \$62,334.00.



Tammy Ristow, President



ADMINISTRATION
210 COTTONWOOD AVENUE
HARTLAND, WI 53029
PHONE (262) 367-2714
FAX (262) 367-2430
www.villageofhartland.com

CERTIFICATE FOR REDUCTION TO STANDBY LETTER OF CREDIT NO. 431

Date : June 22, 2015

To: Securant Bank & Trust
Attn. Michael T. Fleming
400 Cardinal Lane
Hartland, WI 53029

Subject: Reduction Certificate Number 5 to Letter of Credit No. 431
Applicant: Sanctuary of Hartland, LLC

You are authorized to reduce the Maximum Amount of the subject Letter of Credit by \$62,334.00 to USD \$645,637.80 based upon approval action of the Hartland Village Board on June 22, 2015 contingent upon receiving the lien waivers for this reduction.

Sincerely,

David C. Lamerand
Village President

Dated

David E. Cox
Village Administrator

Dated



Hartland Business Improvement District

2014 Annual Report

2014 Board of Directors

Jon Wojciechowski, BID President
Tom Brass, BID Vice President
Sam Emanuele, BID Treasurer
Mike Badani, BID Secretary
Marilyn Haroldson, BID Past President
Scott Heyerdahl
Dave Lamerand
Dr. Jim Muenzenberger
Jennifer Shoemake
David Cox, Ex Officio Member

The mission of the Hartland BID is to provide leadership for the vitality of downtown Hartland; an area that offers a variety of commercial, retail and service businesses. The BID serves as a catalyst to improve and promote downtown Hartland through business development, marketing, economic development and business education.

The Business Improvement District attracts people to live, work, shop, conduct personal business and seek entertainment in downtown Hartland.

155 East Capitol Drive, Hartland, WI 53029
262-367-6560 • www.downtownhartland.com • hartlandbid@att.net

The 2014 Annual Report is a summary of the highlights, accomplishments and overview of the Hartland Business Improvement District. The Hartland BID is overseen by the BID Board of Directors with four operating committees: Design Committee, Marketing Committee, Economic Development Committee and Executive Committee.

Design Committee 2014 Accomplishments

BID Façade Improvement Grant Program

In 2014, the Façade Improvement Grant Program continued its fifth year of operation, offering up to \$10,000 in matching grants for façade improvements. The overall grant budget for 2014 was \$40,000. The Village of Hartland committed \$20,000 towards the Façade Improvement Grant Program.

During 2014, a total of \$36,705 was approved for the Façade Improvement Grant Program which stimulated \$150,470 in capital improvements within the BID district.

<u>Property Owner</u>	<u>Address</u>	<u>Project Approved</u>
1. HL Salons	140 Cottonwood Ave	Window replacements
2. MK Haroldson Property	301-303 Cottonwood Avenue	Parking lot/façade improvements
3. Richard Soper (Bin 111)	111 E. Capitol Drive	Deck and landscaping
4. Gary Sherper (Capitol Prof. Bldg.)	155 E. Capitol Drive	Parking lot improvements
5. Fabyan Property	115, 119, 121 E. Capitol Drive	Façade improvements
6. EmanDemco LLC (Zesti)*	130 E. Capitol Drive	Façade improvements

BID Sign and Awning Grant Program

During 2014, a total of \$2,761 was approved for the Sign and Awning Grant Program which stimulated \$7,067 in capital improvements within the BID district. The purpose of the program is to encourage the installation of new signs and awnings featuring printed signage advertising the business name, address and/or logo.

<u>Business or Property Owner</u>	<u>Address</u>	<u>Project Approved</u>
1. Arkad Group*	139 E. Capitol Drive	Multi-tenant building sign
2. Lake Country Bed Barn	139 E. Capitol Drive	Projection entrance sign
3. Center for Well-Being Lake Country	301 Cottonwood Avenue	Front entrance sign
4. Décor Adore Boutique	139 E. Capitol Drive	Front entrance awning
5. Waxing Girl	354 Cottonwood Avenue	Front entrance sign
6. Zesti Restaurant	130 E. Capitol Drive	Front entrance sign

* Approved in 2014, but will be completed in 2015.

BID Sandwich Board Sign Grant Program

Implemented in 2014, this new grant program offers a \$50 grant to a business owner toward the purchase of a sandwich board sign that meets the design requirements. Three grants were approved in 2014.

Streetscape Program

Summer and winter seasonal arrangements filled 13 decorative pole baskets. In 2014, artificial summer floral arrangements were used for the fourth year, making the investment pay for itself in savings. During the winter months, the pole baskets were filled with a combination of artificial and balsam greenery. Lighted snowflakes, new in 2013, were used for the winter arrangements to compliment the Hartland Lights holiday event. Seasonal themed banners, purchased in previous years, hung on the decorative poles.

Sandy Bottom Nursery maintained landscaping around the two Downtown Hartland welcome signs. Plants that did not survive the harsh winter of 2013-14 were replaced. Sandy Bottom maintained and installed the pole decorations and holiday tree decorations. The Village of Hartland DPW assisted in decorating the holiday tree and provided the lift truck.



Wayfinding

Two additional public parking directional signs and one public parking lot sign were purchased by the BID and installed by the DPW.

Marketing Committee 2014 Accomplishments

The Marketing committee was involved in creating opportunities for BID members to participate in downtown events, as well as opportunities for businesses to showcase their products and services.



Hometown Celebration Parade - The BID made a monetary contribution to support the Hometown Celebration Parade in 2014. The event is held in downtown Hartland and brings many families and business participants to the community to enjoy the festivities.



Hartland's Neighborhood Night Out – A new event in 2014, the BID made a monetary contribution to support printing costs for event promotional materials. The family-friendly event included a restaurant crawl, activities at businesses and Nixon Park and an outdoor movie in the park.

Hartland Kid's Day – The Hartland BID was a Prime Media Sponsor for the Hartland Kid's Day in Nixon Park on July 30, 2014. With sponsorship, the BID had a booth that displayed downtown Hartland business information and BID representatives applied children's tattoos to many kids.



Girlfriend's Gala - The BID made a monetary contribution towards the printing of advertising and flyers for the evening event. The event was held on August 21, 2014.



Hartland Lights - The Hartland Lights event was held November 21, 2014. The BID participated in planning the event and provided financial support for advertising and promotion, sound equipment rental, and a portion of the trolley service. A festive crowd of approximately 300 people filled the downtown streets for the event.



Canadian Pacific Holiday Train - The Holiday Train stopped in Hartland on December 7, 2014. The BID made a monetary contribution to the Chamber of Commerce to help pay for expenses related to the event. The mission of this event was to collect food and monetary donations for local food pantries.

Annual Meeting and Annual Recognition Awards

The BID Annual Meeting & Year in Review was held on Thursday, January 23, 2014 at Max Meier's Hartland Inn. All BID members were invited to socialize, network, and meet business neighbors at the BID annual meeting. The meeting included a welcome from Jon Wojciechowski, BID President, welcome comments from David Lamerand, Village President, BID Financial Report from Sam Emanuele, BID Treasurer, two-minute BID committee reports and recognition of BID businesses, programs and volunteers.



Other Marketing Committee initiatives in 2014:

Website Upgrade – The BID website was updated to make it fully responsive based on a user's electronic device. The new design and layout ensures the site looks good regardless of whether visitors view it on a computer, tablet or mobile device. The Content Management System was also upgraded to better accommodate the needs of the responsive website design and coding.

Business Directory - The BID directory lists business contact information and was updated and distributed to BID businesses.

Master BID List - The master BID spreadsheet list of all business and property owners in the district is updated and maintained. Members were contacted for updated business information to use on the BID website business directory.

Welcome New Businesses to Downtown Hartland in 2014

Boehme & Taylor CPAs, 210 E. Capitol Drive

Center for Well-Being Lake Country, 301 Cottonwood Avenue

Global View Capital Advisors, 135 Cottonwood Avenue

Lake Country Bed Barn, 212 E. Capitol Drive

Russell Law Associates, 135 Cottonwood Avenue

Snack Crackel Pop, 208 E. Capitol Drive

Waxing Girl Studio, 354 Cottonwood Avenue, Suite B

Woodbury Financial, 145 North Avenue, Suite A

Zesti, 130 E. Capitol Drive

Economic Development Committee 2014 Accomplishments

BID Loan Pool Program - The program provides capital up to \$25,000 at low interest rates and very affordable terms to foster business development and is available to all new and existing businesses within the Downtown Hartland Business Improvement District area. First Bank Financial Centre is the financial institution that has committed capital in the amount of \$300,000 to this venture. Five loans were awarded for a total of \$125,000 at 1% interest in 2014.

Available Property Listing - The available property listing was updated and posted on the BID and Village of Hartland websites.

Education Certificate Grant Program – In 2014, this new program was designed to encourage every entrepreneur to commit to a well-rounded education and business foundation by furthering their understanding of the operation of a small business. Certificate recipients are awarded a grant to be applied to the operation of their business in the Hartland Business Improvement District. Four required classes must be completed at the WCTC Small Business Center.

Executive Committee 2014 Accomplishments

1. The BID has successfully completed 8 years of operation.
2. The 2014 annual budget was created and approved.
3. BID Board of Directors and Officers were elected for terms expiring December 31, 2015.



Hartland Business Improvement District 2015 Operating Plan

2015 B.I.D. Board of Directors

Tom Brass, B.I.D. President
Mike Badani, B.I.D. Vice President
Jennifer Shoemake, B.I.D. Secretary
Sam Emanuele, B.I.D. Treasurer
Jon Wojciechowski, B.I.D. Past President
Marilyn Haroldson
Scott Heyerdahl
Dave Lamerand, Village President
Dr. Jim Muenzenberger
David Cox, Ex-Officio Member

155 East Capitol Drive, Suite 10A, Hartland, WI 53029
262-367-6560 • www.hartlandbid.com • hartlandbid@att.net

Hartland Business Improvement District

2015 Operating Plan

A. Background

In 1984, the State of Wisconsin created Section 66.608 of the Statutes ("BID law") enabling municipalities to establish Business Improvement Districts upon the petition of the owner of at least one property used for commercial purposes within the proposed district. The purpose of the law is "...to allow businesses within those districts to develop, to manage and to promote the districts, and to establish an assessment method to fund these activities." (1983 Wis. Act 184, Section 1, legislative declaration.)

B. Goals of the Business Improvement District

Pursuant to the BID law, this operating plan for the District has been developed by the BID Board along with business and property owners. The following objectives were identified:

1. Continuation of the *Façade Improvement Grant Program* offering matching grants up to \$10,000.
2. Continuation of the *Sign and Awning Grant Program* offering matching grants up to \$750.
3. Continuation of the *Business Loan Pool Program* offering low interest loans in partnership with First Bank Financial Centre.
4. Continuation of the *Education Certificate Grant Program* offering grants up to \$500.
5. Continuation of the *Sandwich Board Sign Grant Program* offering grants up to \$50.
6. Implementation of the BID Strategic Planning process that was initiated in 2012 to measure success.
7. Economic Development Committee
 - Business retention program to contact property and business owners on a regular basis.
 - Maintain list of vacancies and available property.
 - Conduct business education and informational seminars for property owners and businesses in district.
 - Communication with BID members, external resources and stakeholders about the BID.
 - Support of the Tax Incremental Finance district to stimulate redevelopment.
 - Initiatives to assist businesses locating in the BID and new business start-up assistance.
 - Support of businesses and issues that are important to the Village area.
8. Marketing Committee
 - Develop and continually align mission and brand of the BID.
 - Foster good communication between BID board, BID members, BID businesses, village and overall community.
 - Aid owners and business with promotion and foster cooperative efforts as needed and desired.
 - Communicate with internal constituents and external consumers.
 - Website development, maintenance, and search engine optimization.
 - Conduct or participate in events that promote and increase commerce within the district.

9. Design Committee

- Encourage BID properties to be well maintained and physically appealing.
- Maintain adequate way finding to direct consumers to downtown BID district.
- Maintain comprehensive entry point signage and point of interest way finding program.
- Provide streetscaping program to create a unified look in the district.
- Maintain seasonal decorative baskets and banner program.
- Upgrades and replacement to district decorative elements and landscaping areas.
- Review applications received from district members for the grant assistance programs and make recommendations to the board for approval.
- Provide design support for exterior façade and sign improvements.
- Provide advocacy to assist businesses navigate through various Village regulatory process.

10. Executive Committee

- Adhere to the BID Mission Statement - The mission of the Hartland BID is to provide leadership for the vitality of downtown Hartland; an area that offers a variety of commercial, retail and service businesses. The BID serves as a catalyst to improve and promote downtown Hartland through business development, marketing, economic development and business education.
- Adhere to the overall goals of the BID - The Business Improvement District attracts people to live, work, shop, conduct personal business and seek entertainment in downtown Hartland.

A business improvement district creates a mechanism for non-residential property owners to levy and collect special assessments to finance the achievement of common goals. The District is dedicated to increasing activity and improving the image of the District. Staffed with a professional manager, the District creates a link between, service, retail, civic and social activities. It is anticipated that these efforts help increase District sales volumes, attract additional business investment, and enhance property values in the District commercial area.

C. Boundaries

The District consists generally of an area bounded on the north by the last commercial properties on North Avenue, on the east on Capitol Drive roughly starting at Church Street, on the south at Cardinal Lane, on the west to the top of Hill Street. A few properties are included on Pawling Avenue. Nearly all commercial property in the downtown Village Center is included in the District.

D. Budget for 2015

BID Revenue	\$ 70,000	
Prior Year Surplus	28,170	
Total Revenue		98,170
Design & Maintenance	31,500	
Marketing & Promotion	10,900	
Administration	33,900	
Total Budget		76,300
Projected Surplus		\$ 21,870

E. Operating Board

The District Board's primary responsibility is to implement the District Plan and the Board shall have all the powers necessary and convenient to implement the Plan including the power to contract for services. This includes the power to negotiate with providers of goods and services to carry out the District Plan; to enter into various contracts; to monitor and develop activity; to annually revise the Plan, and to ensure compliance with the provisions of applicable statutes and regulations.

State law mandates that the Board be composed of at least 5 members and that the majority of the Board be owners or occupants of property within the District (or representatives of the owners or occupants of the property within the District.)

The Hartland Business Improvement District shall be structured and operate as follows:

Board Size: Nine members plus one ex-officio member; the Village Administrator.

Composition: At least 7 members must be owners, occupants or representatives of owners or occupants of property in the District. Any non-owner or non-occupant appointed to the Board shall be a resident of the Village of Hartland or represent an entity identified with the Village of Hartland.

Terms: Appointments to the Board shall be for a period of 3 years.

Compensation: None.

Meetings: All meetings of the Board shall be open to the public and governed by Wisconsin Open Meeting Law.

Record Keeping: Files, records and other materials of the Board's affairs shall be kept pursuant to standard public record requirements.

Staffing: The Board may contract or hire for staffing and other services as needed to execute the budget and implement the Operating Plan.

Meetings: The Board shall meet regularly, at least annually. The bylaws should be used as a reference herein. If necessary, the Board shall adopt rules of order to govern the conduct of the meetings not inconsistent with the Plan.

Appointments: Members who have resigned or whose terms have expired will be appointed periodically by the Village President.

On or before December 1 of each year, the Board will submit its recommendations for appointment to the Village President for the seats of Board members whose terms have or shall expire or who have resigned.

F. Payment of Expenses

All expenses to be incurred by the District pursuant to the budget set forth each year shall be paid as incurred out of income received by the District. The District's income for calendar year 2015 shall include the special assessment revenue (District assessment) as collected by the Village and provided by the property owners.

The principle behind the District assessment is that the owner of each assessable property within the District boundaries shall provide a proportionate share of the District expenses, based on the assessed value of the property for real estate tax purposes. The assessment method is as follows: An annual assessment will be levied against each property located within the District boundaries and not otherwise exempted hereunder, in the amount computed by applying 0.23213456% assessment ratio charged per \$1,000 of assessed value for that property for general real estate tax purposes as of the date of adoption of the District Plan for such year, subject to a minimum of \$500 and a maximum of \$2,500. This is subject to change and the decision of the Board on an annual basis. The method of assessment is expected to remain unchanged during the first three years of operation of the District unless the governing Board of the District and the Village of Hartland alter the assessment process pursuant to the BID law.

Any property that is exclusively used for residential purposes will not be assessed by the District. However, any property that is used only in part for residential purposes shall be assessed by the District at its full assessed value.

Property exempt from the general real estate tax has been excluded from the District. Owners of tax exempt property adjoining the District and expected to benefit from the District activities will be asked to make a financial contribution to the District on a voluntary basis. Funds collected in this manner in any given year shall be used to augment the

activities of the District and used as supplemental income. In addition, those exempt properties adjoining the District which are later determined to be no longer exempt from the general property taxes shall automatically become included within the District and subject to assessment under any current operation plan without necessity to undertake any other act.

The District assessment for each property shall be calculated by the Board and will be submitted to the Village of Hartland together with an Annual Plan and Budget, prior to the time each year that tax bills are printed. The Village shall include the approved District assessment on the tax bills as a separate line item on the next real estate tax bill issued for each property within the boundaries of the District. The Village shall collect the assessment with the taxes as a special charge and shall turn over all monies so collected to the District Board for distribution in accordance with the District Plan and the BID law. All District assessments shall be treated as special charges and shall be shown on the tax bill as due and owing with the first installment of taxes, and if not paid with that first installment when due, shall accrue interest and penalties applicable to delinquent taxes. Any money collected by the Village of Hartland for the District assessment shall be held by the Village in a segregated account until it is released to the District Board as provide herein.

A list of the projected assessments for each property within the District boundaries will be established for each subsequent year by applying an appropriate formula, and shall be available at the Village of Hartland offices.

The District Board shall prepare and make available to the public and the Village, an annual report generally outlining the current status of the District, including an accounting of the prior year's expenditures and revenues. This will be done prior to or at the time it submits its annual operating plan to the Village for the following year. The submission shall include an independent certified audit which shall be obtained by the Village of Hartland, and shall be paid from the District budget.

G. Role of the Village of Hartland

The Village of Hartland is committed to helping private property owners in the District. The Village will play a significant role in the District and in the annual implementation of the District Plan. The Village will:

- Support the adoption of the district plan and subsequent year's Operating Plan through staff time and compliance with statutes, devote stall time and assistance as appropriate to promote the services of the District.
- Monitor and when appropriate apply for outside funds and/or provide Village funds that could be used in the support of the District.
- Up to \$20,000 of matching grant funds will be provided by the Village to the 2015 Façade Improvement Program.
- Collect assessments and deposit the funds in a segregated account; disburse these monies to the District Board along with identification of those assessments included in the disbursement.
- Procure and review annual audits as required per Section 66.608 of the BID law.
- Provide the Board, through the Tax Assessor's Office on or before September 1 of each year, with the official Village records on the assessed value of each property within the District boundaries as of January 1 of that year, for the purposes of calculating the District assessment.
- Encourage Federal, State, and County government to support the activities of this District and others.

H. Promotion of Orderly Development of the Village

Under Wisconsin Statutes Section 66.608 (1) (f) (4), this business improvement district plan is required to specify how the creation of the District promotes the orderly development of the Village. The District will enhance the aesthetics and commercial atmosphere in the Village and, consequently, increase business activity. Increased business activity will increase sales tax revenues and property tax base in the Village.

I. Required Statements

The Wisconsin business improvement district law requires this District Plan to include several specific statements. They are included here and will pertain to all forthcoming plans even if not included with documents sent to the Village for confirmation.

Wisconsin Statutes 66.08(1) (f) (1m): the District will contain property used exclusively for manufacturing purpose, as well as properties used in part for manufacturing. These properties will be assessed according to the standard formula set forth in the District plan because it is assumed that they will benefit from development of the District.

Wisconsin Statutes 66.08(1)(f)(5): A legal opinion from the Village of Hartland attorney indicated that this District plan complies with all applicable provisions of the state law and is incorporated herein by this reference.

Wisconsin Statutes 66.608 (5) (a): Property known to be used exclusively for residential purposes will not be assessed.

J. Severability

The District has been created under authority of Section 66.608 of the State of Wisconsin. Should any court find any portion of this statute invalid or unconstitutional said decision will not invalidate or terminate the District and this District Plan shall be amended to conform to the law without need or re-establishment?

Should the legislature amend the statute to narrow or broaden the powers of a Business Improvement District so as, amongst other things, to exclude or include as assessable properties of a certain class or classes of properties, then this District Plan may be amended by the Village of Hartland Board of Trustees as needed when it conducts its annual budget approval and authorization, without necessity to undertake any other act.

All of the above is specifically authorized under Wisconsin Statute section 66.608 (3) (b).

All expenditures of the District shall be financed through the assessment method identified above; however, the Board is also empowered to accept and secure other gifts, donations, grants, and other monies, to carry out the action in keeping with the general goals of the District identified herein. All expenditures shall be made in the District or for its benefit.

Adopted by BID Board: January 13, 2015