

VILLAGE BOARD AGENDA
MONDAY, SEPTEMBER 28, 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 September 14, 2015.
2. Consideration of a motion to approve the vouchers for payment.
3. Consideration of actions related to Licenses and Permits
 - a. Consideration of a motion to approve Operator (Bartender) Licenses with terms ending June 30, 2016
 - b. Actions related to the consideration of the issuance of a Class "A" Liquor License (cider only) for the premise located at 101 E. Capitol Dr. (Stop-N-Go of Madison, Inc., Andrew Bowman, Agent)
 - i. **PUBLIC HEARING**
 - ii. Consideration of an action related to issuance of a Class "A" Liquor License (cider only) for the premise located at 101 E. Capitol Dr. to Stop-N-Go of Madison, Inc., Andrew Bowman, Agent.

Items referred from the September 21, 2015 Plan Commission meeting

4. Actions related to proposed Zoning Code and general Code amendments to allow the Architectural Board to conditionally eliminate the requirement for review of single family residences in subdivisions with active homeowners associations.
 - a. **PUBLIC HEARING** regarding Bill for an Ordinance No. 08/24/2015-01, An Ordinance To Amend Chapter 46 And Chapter 18 Of The Village Of Hartland Municipal Code Pertaining To Architectural Board And Building Permits.
 - b. Consideration of adoption on third reading of Ordinance No. 08/24/2015-01, An Ordinance To Amend Chapter 46 And Chapter 18 Of The Village Of Hartland Municipal Code Pertaining To Architectural Board And Building Permits.
5. Consideration of a motion to approve an application for a revised site plan and building addition for light manufacturing for Herbsmith at 455 E. Industrial Drive.
6. Consideration of a motion to approve an Extraterritorial Preliminary Plat for the Hawks Haven Subdivision on Maple Avenue south of North Shore Drive (CTH KE).

VILLAGE BOARD AGENDA
MONDAY, SEPTEMBER 28, 2015
7:00 PM
PAGE 2

Other items for consideration

7. Consideration of a motion to approve the 2015 Crack Sealing Contract with Precision Sealcoating Inc. in the amount of \$45,000.
8. Consideration of a motion to approve a revised traffic control sign plan for the Windrush Subdivision.
9. Consideration of a motion to approve a Letter Agreement with Crown Castle regarding cellular sites at the Hill Street water tower site.
10. Consideration of a motion to approve an amended Development Agreement for the Four Winds West Subdivision.
11. Consideration of a motion to approve a Mutual Cooperation Agreement under the Housing and Community Development Act and the National Affordable Housing Act with Waukesha County.
12. 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.
13. 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: September 25, 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 4 Related to Code amendments allowing the Architectural Board to waive its review requirement.

Background: Architectural Board review of single family home construction and modification was implemented decades ago in response to perceived aesthetic problems with houses being constructed. Currently, new subdivisions have come on line that were approved with strong expectations as to the type and appearance of houses and with strong internal review processes for new construction and modifications. In fact, it is always part of the Architectural Board conversation when considering such improvements to determine whether the local homeowners group or architectural review committee has reviewed and approved the proposal. The Architectural Board has opined in the past that perhaps Village review of the aesthetics is not necessary when the subdivision's committee has already reviewed and approved. Based on that concept, language has been proposed to amend the Zoning Code and Village Code to remove the requirement for Architectural Board review and to allow the Architectural Board to establish a policy of not reviewing certain work. If these amendments are approved, the intent would be for the Architectural Board to finalize and approve a policy that indicates what review is waived and under what circumstances. Such a policy has been drafted and preliminarily reviewed by the Architectural Board. Additional review is scheduled for the October Plan Commission/Architectural Board joint meeting. The Plan Commission recommended approval of the amendments at its September meeting. The item is ready for the public hearing at this meeting

Recommendation: Approve the proposed ordinance.

Item 5 Regarding a proposed building addition at Herbsmith.

Background: As the Board may recall, EyeCom/Herbsmith approached the Village in early 2014 and received permission to construct a 56,000 square foot addition to their facility at 455 E Industrial Drive. That addition was never constructed. The company is returning with a request for permission to construct a smaller portion of the previously approved addition. This would be the first phase of a project that would eventually lead to the construction of the entire addition. The current building is 60,000 square feet. The Plan Commission recommended approval of the site and building plan subject to the same conditions, with certain modifications, as the original approval as below:

- All of the new building materials to match the original building materials. The eastern façade is allowed to be metal panels until the second phase of construction.

- Four loading docks and one at grade door upon final construction.
- The addition of asphalt for additional parking of 15 more vehicles (172 total spaces)
- Upgrade of landscaping and relocation of two lights.
- Architectural features of metal panels and block towers on the back of the building to break up the wall.
- Relocation of the dumpster as appropriate after construction.
- Upgrade of the retention pond to the current code to serve the ultimate build out.

Recommendation: Approve the site plan and building addition with conditions.

Item 6 Regarding the Hawks Haven Extraterritorial Preliminary Plat.

Background: The developer of this site has proposed the Preliminary Plat for the subdivision based on conversations with the Town of Delafield. While this site will not be annexed to the Village, the Lake Country Corridor Compact between and among Hartland and the City and Town of Delafield calls for this site to be served by the Hartland sanitary sewer utility. Pursuant to the agreement, these customers will be charged a surcharge for that service. Additionally, the overflow of storm water from this subdivision will drain through the River Reserve II subdivision, which lies immediately north of the subdivision. Based on these two items, the Plat has been recommended for approval conditioned on Village Engineer review and approval of the utility plans for the subdivision at the developer's cost.

Recommendation: Approve the Plat conditioned on Engineer review at the developer's cost.

Item 9 Regarding a Letter Agreement with Crown Castle regarding cellular sites at the Hill Street water tower site.

Background: In May 1996, the Village entered into a lease with AT&T (via various business entities) for use of the Hill Street water tower site for equipment and antennas for cellular telephone service. The original lease provided for a five (5) year term and four (4) five-year renewals for a total term of 25 years expiring in 2021. Over the years, that original agreement has been amended and expanded to include additional ground space and related rent, which would be approximately \$15,000 in 2016. Through its cell site agent, Crown Castle, AT&T has requested a lease extension for the site of 30 years to 2051. In exchange for an extension, they are proposing to increase our annual rent to \$17,000 effective June 1, 2016 and to increase it pursuant to the original lease annually thereafter (3%). Further, the Village retains the ability to lease additional space to Crown Castle/AT&T or others directly at an additional lease rate rather than abdicating that right to another party. If the Village Board approves of the proposed lease extension, the Letter Agreement would be executed and a full lease amendment document would be prepared for later consideration by the Board.

Recommendation: Approve the lease extension as described in the Letter Agreement.

Item 10 Regarding approving an amended Development Agreement for the Four Winds West Subdivision

Background: As the Board may recall, the Development Agreement for the Four Winds West Subdivision was approved for execution in June 2015. As is often the case, some time has passed since the approval but the document has not been executed. Plans for the development have taken some time to finalize and have resulted in the loss of one residential property. The delay in final plans has a great deal to do with the fact that the DNR identified and is requiring the plans to protect a small wetland that would have been in the middle of one lot. Due to the delay in starting and the loss of one lot, the Village Board is asked to approve an updated version of the Development Agreement before it is executed. While there are some language clarifications in the document, the two substantive changes include the reduction in the number of lots from 48 to 47, which relates to various payments the developer must make, and delaying the deadlines for construction of various improvements from October of this year to October of 2016.

Recommendation: Approve the revised Development Agreement and authorize execution.

Item 11 Regarding a Mutual Cooperation Agreement with the County

Background: Since at least 1992, the Village of Hartland, along with a number of other Waukesha County municipalities, has agreed to work cooperatively with the County to administer Community Development Block Grant funds and HOME funds related to affordable housing in the County. Under the agreement, Waukesha County acts as the lead agency for all of the programs. The Agreement under consideration would replace the existing agreement and includes new language and modern requirements as provided by the Federal Government, which is the originator of the funding. The agreement explicitly requires the Village to undertake annual efforts to “further fair housing” in the community. Currently, the Village meets most of the requirements for Zoning and other codes found in items 4G.a.1 – 7. Under the agreement, the Village would need to annually take additional steps to encourage a better understanding of fair housing and related issues in the community and may take specific actions to improve any housing disparities that may exist in the community. Additionally, new to the agreement is paragraph 4H which requires the Village to have and enforce policies that prohibit the use of excessive force against non-violent protestors and that prohibit non-violent protestors or their actions from blocking access to facilities against which they may be protesting. The Police Department has those policies in place and, if necessary, would enforce them. The Village must approve the agreement in order for the Village and/or its residents to have access to these funds.

Recommendation: Approve execution of the Agreement.

**VILLAGE BOARD MINUTES
MONDAY, SEPTEMBER 14, 2015
7:00 PM**

BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

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

Others: Administrator Cox, Finance Director Bailey, DPW Director Einweck, Police Chief Rosch, Interim Fire Chief Dean. Clerk Igl, Steve Martinez, Jim Mann.

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/Stevens) to approve Village Board minutes of August 24, 2015 and Special Village Board minutes of August 31, 2015. Carried (7-0).
2. Motion (Landwehr/Swenson) to approve the vouchers for payment in the amount of \$256,184.34. Carried (6-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits
 - a. Motion (Landwehr/Swenson) to approve Operator (Bartender) Licenses with terms ending June 30, 2016. Carried (7-0).
 - b. Motion (Meyers/Wallschlager) to approve a Restricted Species Permit to raise 3 chickens on property located at 820 Tenny Avenue. Carried (7-0).
 - c. Motion (Landwehr/Swenson) to approve a Fireworks Permit for Lake Country Lutheran High School's Alumni Homecoming on October 9, 2015. Carried (7-0).

Items referred from the August 17, 2015 Plan Commission meeting

4. Actions related to proposed Zoning Code and general Code amendments to allow the Architectural Board to conditionally eliminate the requirement for review of single family residences in subdivisions with active homeowners associations.
 - a. Second reading of Bill for an Ordinance No. 08/24/2015-01, An Ordinance To Amend Chapter 46 And Chapter 18 Of The Village Of Hartland Municipal Code Pertaining To Architectural Board And Building Permits.
 - b. REMINDER: A public hearing is scheduled for September 28 during the Regular Village Board meeting to hear public comment on these proposed Code amendments.

Others items for consideration

5. Consideration of a motion to approve a Relocation Assistance Agreement with Pink Mocha Cafe related to the Riverwalk development.

Administrator Cox stated that this is the third of the relocation agreements for tenants in the Capital Plaza to facilitate redevelopment of that site. He stated that the agreement has a value of approximately \$79,000 of which \$60,000 is for capital build out of the new restaurant unit. Administrator Cox stated that this agreement is similar to the other two however provisions relating to time are included which encourage the tenant to locate out of facility by October 31.

Trustee Wallschlager noted that the agreement calls for the Village to pay the security deposit for the new lease however she asked why the Village would not get that back at the end of the lease. Administrator Cox stated that this is the same provision in the other agreements and that the security deposit is included in the total package of funds provided for assistance

Trustee Wallschlager why the Village would not pay the contractors directly. Administrator Cox stated that the funds are a benefit to the owner and that the Village will issue a 1099 at the end of the year reporting the taxable benefit to the IRS.

Trustee Stevens asked what happens if one of the businesses does not continue to operate. Administrator Cox stated that the Village would lose those funds but the revamped space would be available to a new tenant.

Motion (Meyers/Swenson) to approve a Relocation Assistance Agreement with Pink Mocha Cafe related to the Riverwalk development. Carried (7-0).

6. Actions related to the Fire Department management and creation of a Full Time Fire Chief Position.

- a. Consideration of a motion to approve creation of a Full Time Fire Chief Position and updated Job Description and insertion of that position into the Village's Payroll Matrix Job Classifications List at Grade 16.

Administrator Cox stated that funding for the Fire Department is included in the budget and it is recommended that a full time Fire Chief position be created. He stated that the organizational chart has been modified and it is proposed that the position be in Grade 16. Trustee Stevens stated his support in making Dave Dean the full time Fire Chief.

- b. Motion (Stevens/Wallschlager) to approve creation of a Full Time Fire Chief Position and updated Job Description and insertion of that position into the Village's Payroll Matrix Job Classifications List at Grade 16. Carried (7-0).
- c. Motion (Compton/Landwehr) to request the Police and Fire Commission to appoint a regular Fire Chief. Carried (7-0).

President Lamerand stated that the Police and Fire Commission will conduct the hiring process and that a recommendation for the appointment of a Fire Chief will be presented to the Village Board for approval.

7. Consideration of a request from the County Executive to participate in a study of the northwestern Waukesha County fire and EMS services and to pledge \$2,000 for said study.

Trustee Stevens asked what this study will provide for the Village. Interim Fire Chief Dean stated that the study will review and consider options for staffing including shared services. Trustee Meyers asked what the County will spend the funds on. President Lamerand stated that the County will prepare a request for proposals to hire a consultant to conduct the study. He stated that the study process will be similar to that which was conducted related to shared dispatch. It is intended that the study assist in determining whether shared services or consolidation is beneficial particularly due to the high cost of equipment and difficulties in securing and maintaining adequate staffing.

Motion (Swenson/Wallschlager) to participate in a study with Waukesha County of the northwestern Waukesha County fire and EMS services and to pledge \$2,000 for said study. Carried (7-0).

8. Consideration of Resolutions Related to Various Refunding of Existing Debt and the 2016/2017 Capital Improvements Program.

Jim Mann from Ehlers and Associates provided information related to the proposed 2015 finance plan. The Capital Project Summary for 2015-2019 was reviewed related to the proposed borrowing totaling \$3,065,000. Two proposals were provided comparing 15 and 20 year payback periods. He stated that 15 year financing would spike the debt service higher throughout the life until 2037. He stated that it would be easier to manage the flow of the debt service utilizing the 20 year financing option.

- a. Motion (Swenson/Landwehr) to adopt Resolution No. 09/14/2015-01, Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$2,040,000 for Street Improvement Projects. Carried (7-0).
- b. Motion (Landwehr/Swenson) to adopt Resolution No. 09/14/2015-02, Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$315,000 for Sewerage Projects. Carried (7-0).
- c. Motion (Swenson/Compton) to adopt Resolution No. 09/14/2015-03, Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$150,000 for Parks and Public Grounds Projects. Carried (7-0).
- d. Motion (Compton/Meyers) to adopt Resolution No. 09/14/2015-04, Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$525,000 for Water Systems Projects. Carried (7-0).
- e. Motion (Meyers/Wallschlager) to adopt Resolution 09/14/2015-05, Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$35,000 for Fire Department Equipment. Carried (7-0).

- f. Motion (Wallschlager/Meyers) to adopt Resolution 09/14/2015-06, Resolution Providing for the Sale of \$3,065,000 General Obligation Corporate Purpose Bonds, Series 2015A. Carried (7-0).
- 9. Consideration of a motion to change the date for the first October Village Board meeting to Tuesday, October 13.

Due to Monday, October 12 being Columbus Day, which is a financial institution holiday, the bonds cannot be sold that day. To accommodate the sale of bonds on October 13, the Board was asked to move the first meeting in October.

Motion (Stevens/Wallschlager) to change the date for the first October Village Board meeting to Tuesday, October 13. Carried (7-0).

- 10. Consideration of a motion to approve an Agreement with the Humane Animal Welfare Society of Waukesha County for stray and injured animal care for the years 2016-2018.

Trustee Wallschlager noted that the agreement needs to be modified to remove the requirement for proof of a license for cats as the Village no longer requires cats to be licensed. In addition, she raised concerns regarding the humane care provided to strays based on personal experience.

Motion (Landwehr/Compton) to approve an Agreement with the Humane Animal Welfare Society of Waukesha County for stray and injured animal care for the years 2016-2018. Carried (7-0).

- 11. Motion (Compton/Swenson) to approve a Memorandum of Understanding Between the Ice Age Trail Alliance and the Village of Hartland related to the Village's designation as a Trail Community. Carried (7-0).
- 12. Consideration of a motion to authorize submission of an initial grant letter of inquiry to the National Endowment for the Arts related to promotion of the Ice Age Trail and community improvement through public art.

Administrator Cox stated that the project is undefined at this point because of the process that the organization uses to administer the grant. The initial grant letter of inquiry is submitted to be entered into the applicant pool and from those applicants the organization will select a the applicants to submit grant requests.

Motion (Meyers/Stevens) to authorize submission of an initial grant letter of inquiry to the National Endowment for the Arts related to promotion of the Ice Age Trail and community improvement through public art. Carried (7-0).

- 13. Motion (Stevens/Landwehr) to approve appointments of Reginald Lawson (term ending April 30, 2017) and Curt Gundrum (terms ending April 30, 2018) to the Park Board to fill vacancies. Carried (7-0).

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.

Administrator Cox reminded the Board and the public that there is a budget meeting scheduled for Wednesday, Sept. 23 at 5:00.

President Lamerand reminded viewers that there is a Special Election on Sept. 29 for Representative to the Assembly District 99.

15. Adjourn.

Motion (Stevens/Swenson) to adjourn. Carried (7-0). Meeting adjourned at 8:00 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Faith Kandler, Deputy Treasurer

DATE: September 25, 2015

RE: Voucher List

Attached is the voucher list for the September 14, 2015 Village Board meeting.

September 28, 2015 Checks: \$209,805.10

August Wires: \$140,739.93

Total amount to be approved: \$350,545.03

VILLAGE OF HARTLAND
VOUCHER LIST - SEPTEMBER 28, 2015

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
R 101-46730 RECREATION CLASSES	GRACE, MISTY	FORENSICS EXP REFUND	\$75.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	ROBINSON, ZACHARY	\$295.00
G 403-31841 MURPHY FARMS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$566.00
G 403-31786 SANCTUARY OF HARTLAND	RUEKERT & MIELKE	JULY-AUG EROSION CONTROL COMPLIANCE	\$139.93
G 403-31848 HARTLAND SERVICE	RUEKERT & MIELKE	JULY-AUG SERVICES	\$138.00
G 403-31841 MURPHY FARMS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$59,333.81
G 403-31861 FOUR WINDS WEST	RUEKERT & MIELKE	JULY-AUG SERVICES	\$2,567.20
G 403-31786 SANCTUARY OF HARTLAND	RUEKERT & MIELKE	JULY-AUG SERVICES	\$3,624.30
R 101-46730 RECREATION CLASSES	WHITMAN, MARK	MUSIC CLUB REFUND	\$59.00
EXPENSE Descr			\$66,798.24
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	CONCRETE BLADES	\$94.95
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	WASP SPRAY/KLEENEX/KEYS/TAPE	\$24.14
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	LAKE COUNTRY FIRE DEPT.	PARAMEDIC INTERCEPT	\$425.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	MED-TECH RESOURCE LLC	GLOVES/OXYGEN REGULATORS	\$323.44
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	ROSECRANCE, INC.	READING SMOKE CLASS	\$140.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	SEPT-OCT - CELLULAR	\$59.16
EXPENSE Descr AMBULANCE			\$1,066.69
EXPENSE Descr CABLE TELEVISION			
E 101-55370-290 OUTSIDE SERVICES/CONTRACTS	FRANCZAK, FRED	MOVIE NIGHT PROMO/VOICE WORK	\$50.00
EXPENSE Descr CABLE TELEVISION			\$50.00
EXPENSE Descr CEMETERY PAVING - ANNEX UPPER			
E 401-79175-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$2,299.80
EXPENSE Descr CEMETERY PAVING - ANNEX UPPER			\$2,299.80
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-840 PUBLIC WORKS EXPENSE			\$3,874.76
EXPENSE Descr CORPORATE RESERVE EXPENSES			\$3,874.76
EXPENSE Descr COTTONWOOD/MAPLE RR QUIET ZONE			
E 401-70385-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$4,666.60
EXPENSE Descr COTTONWOOD/MAPLE RR QUIET ZONE			\$4,666.60

Account Descr	Search Name	Comments	Amount
EXPENSE Descr DOWNTOWN PARKING LOT CONCEPT			
E 401-79185-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$658.80
EXPENSE Descr DOWNTOWN PARKING LOT CONCEPT			\$658.80
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 101-53635-450 YARDWASTE	MAX R	GRIND BRUSH	\$2,200.00
E 101-53635-460 LANDSCAPE MANAGEMENT	MEINECKE LAWN SERVICES	WILLOW TREE REMOVAL	\$1,750.00
EXPENSE Descr ENVIRONMENTAL SERVICES			\$3,950.00
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	PAPER	\$31.25
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	MILEAGE	\$41.40
EXPENSE Descr FINANCIAL ADMINISTRATION			\$72.65
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	FLASHLIGHT REPAIR	\$32.90
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BENDLIN FIRE EQUIPMENT CO, INC	LETTERING	\$59.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	CONCRETE BLADES	\$94.95
E 101-52200-800 CAPITAL OUTLAY	CONWAY SHIELDS, PAUL	TURNOUT GEAR	\$1,692.15
E 101-52200-800 CAPITAL OUTLAY	FLEMINGS FIRE 1, INC.	TURNOUT GEAR - QUINT	\$1,811.80
E 101-52200-220 UTILITY SERVICES	U.S. CELLULAR	SEPT-OCT - CELLULAR	\$121.65
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	W.S. DARLEY & CO.	FREIGHT/WEAR TRIAL	\$18.83
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA MEMORIAL HOSPITAL	MEDICAL SUPPLIES	\$45.12
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WCTC BOOKSTORE	TEXTBOOKS-ANDERSON	\$424.50
EXPENSE Descr FIRE PROTECTION			\$4,300.90
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-395 COMMUNITY RELATIONS	AMERICAN LITHO	FALL NEWSLETTER	\$1,446.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$82.52
E 101-51400-210 LEGAL SERVICES	GODFREY & KAHN, S.C.	LEGAL FEES	\$2,370.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PITNEY BOWES (371887)	JUNE-SEPT POSTAGE MTR RENTAL	\$331.95
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$95.00
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL FEES	\$3,092.83
EXPENSE Descr GENERAL ADMINISTRATION			\$7,418.30
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	GRAPHITE/SHOP TOWELS	\$25.31
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	CHILDS, CRAIG D	JOB COACHING	\$150.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	DELL MARKETING L.P.	3 LAPTOPS	\$5,500.02
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	GORDON FLESH CO INC	SEPT-OCT COPIER MAINT	\$55.29
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	COMPUTER-CHIEFS OFFICE	\$698.00

Account Descr	Search Name	Comments	Amount
E 101-52100-360 VEHICLE MAINT/EXPENSE	RADIX COLLISION & RESTORATION	BUMPER REPAIR - SQ 2	\$971.32
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ROTO-ROOTER	CLEAN OUT LOCKER RM PIPING	\$225.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	SAFELITE FULFILLMENT, INC	WINDSHIELD REPAIR - SQ 2	\$74.94
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	OC CANISTERS	\$161.97
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	HANDCUFFS/HOLDER	\$94.98
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	UPS SHIPPING FEE	\$15.83
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VON BRIESEN & ROPER	PERSONNEL MATTERS	\$3,037.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY TREASURER	HANDHELD RADIO BATTERIES	\$1,086.12
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	AUG PRISONER HOUSING	\$181.08
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WILEAG	ONSITE ADM FEE	\$150.00
EXPENSE Descr LAW ENFORCEMENT			\$12,427.36
EXPENSE Descr LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (C031146 3)	BOOKS	\$216.02
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$31.68
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$247.79
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$81.14
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$94.55
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$45.32
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$384.87
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$10.07
E 101-55110-310 BOOKS & MATERIALS	BLACKSTONE AUDIO INC	AUDIOBOOKS	\$100.00
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	AUDIOBOOK	\$41.98
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	AUDIOBOOK	\$53.98
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	TAPE/LABELS/CD CASES	\$398.41
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	CD CASES/BOOK TAPE	\$394.89
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$123.04
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$65.85
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	EASY JACKETS	\$115.94
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	BOOK COVERS/REPAIR TAPE	\$478.91
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	BOOKS	\$273.16
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	BOOKS	\$15.74
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	NANCY MASSNICK, LIBRARY DIR	REIMBURSE PETTY CASH	\$94.00
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINT/AUDIOBOOKS	\$169.50
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINT/AUDIOBOOKS	\$123.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	OCTOBER COPIER MAINT	\$76.35
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	OCTOBER COPIER MAINT	\$66.01
E 101-55110-255 BLDGS/GROUNDS	SANDY BOTTON NATURE CENTER	WEED/PRUNE/MULCH	\$565.00
E 101-55110-310 BOOKS & MATERIALS	SCHOLASTIC LIBRARY PUBLISHING	BOOKS	\$152.10
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	AUG-SEPT ELECTRIC	\$2,809.18

Account Descr	Search Name	Comments	Amount
EXPENSE Descr LIBRARY			\$7,228.48
EXPENSE Descr MAPLE AVE (E CAPITOL TO RR)			
E 401-70380-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$7,782.06
EXPENSE Descr MAPLE AVE (E CAPITOL TO RR)			\$7,782.06
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	WIRE CONNECTORS/TOWELS	\$23.25
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	AUG-SEPT ELECTRIC	\$2,037.87
EXPENSE Descr MUNICIPAL BUILDING			\$2,155.01
EXPENSE Descr PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BEST SPECIALTIES INC	PLASTIC SURROUND/NIXON	\$950.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	WAX RINGS-BARK RVR	\$17.53
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	CAULKY/CONNECTORS	\$13.90
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	TOILET SEATS	\$89.96
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	LIGHT SWITCHES	\$16.15
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	LANGE ENTERPRISES INC	SPEED LIMIT SIGNS	\$43.06
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	SEPT-OCT RESTROOM/PENBROOK	\$150.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORTASERVICE	POWER WASH SPLASH PAD	\$495.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	SUPERIOR CHEMICAL CORP	JANITORIAL SUPPLIES	\$1,071.41
EXPENSE Descr PARKS			\$2,847.01
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	CREDIT DUE	-\$80.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	BRACKET	\$63.44
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FLOOR MATS	\$106.99
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FLOOR MATS	\$120.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	CHAIN SNAPS FOR LEAF VAC	\$42.24
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$1,458.30
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	BULBS	\$39.98
E 101-53000-410 STREETS GEN MAINT	HOME DEPOT	LANDSCAPE TIMBERS	\$26.91
E 101-53000-180 OTHER BENEFITS	MCCARTHY, DENNIS	CDL LICENSE RENEWAL	\$40.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	OLD DOMINIUM BRUSH	RADIATOR HOSES	\$139.89
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	PAPER TOWELING	\$84.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TIRES/LEAF VAC & BUSH HOG	\$401.65
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$1,338.83
E 101-53000-360 VEHICLE MAINT/EXPENSE	SAFRO FORD, JACK	TRANS PAN/DIPSTICK/GASKET	\$133.05
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	TRINITY ECO SOLUTIONS	FLR CLEANER/BOWL CLEANER/WASP SPRAY	\$384.40
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	FILTERS	\$45.76

Account Descr	Search Name	Comments	Amount
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	SEPT-OCT LAPTOP CARDS	\$40.00
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	SEPT-OCT - CELLULAR	\$7.60
E 101-53000-420 STORM SEWER EXPENSE Descr PUBLIC WORKS	WOLF PAVING CO INC	ASPHALT	\$118.24
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$4,510.30
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AMERICAN LITHO	FALL PROGRAM GUIDE	\$3,227.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	MOUSE	\$33.24
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	SEPTEMBER BASKETBALL	\$384.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	OPEN ART STUDIO	\$64.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	TO THE POINTE	ADULT HIP HOP	\$136.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	TO THE POINTE	AGELESS BALLET	\$68.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES EXPENSE Descr RECREATION PROGRAMS/EVENTS	U.S. CELLULAR	SEPT-OCT - CELLULAR	\$7.95
EXPENSE Descr REPAVE PATHWAYS - NOTTINGHAM			\$3,920.19
E 401-76090-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$31.50
EXPENSE Descr REPAVE PATHWAYS - NOTTINGHAM			\$31.50
EXPENSE Descr RETAINING WALL REPLACEMENT			
E 401-79170-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$1,410.80
EXPENSE Descr RETAINING WALL REPLACEMENT			\$1,410.80
EXPENSE Descr SEWER SERVICE			
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	SEPTEMBER FEES	\$69,703.51
E 204-53610-220 UTILITY SERVICES EXPENSE Descr SEWER SERVICE	U.S. CELLULAR	SEPT-OCT LAPTOP CARDS	\$39.99
EXPENSE Descr SEWER SERVICE			\$69,743.50
EXPENSE Descr STORM SWR CATCH BASIN REPAIR			
E 401-74075-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JULY-AUG SERVICES	\$2,069.30
EXPENSE Descr STORM SWR CATCH BASIN REPAIR			\$2,069.30
EXPENSE Descr WATER UTILITY			
E 620-53700-653 MAINTENANCE OF METERS	HOME DEPOT	FLASHLIGHT	\$18.06
E 620-53700-678 HYDRANTS	RUEKERT & MIELKE	APR-AUG SERVICES	\$464.80
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT EXPENSE Descr WATER UTILITY	U.S. CELLULAR	SEPT-OCT LAPTOP CARDS	\$39.99
EXPENSE Descr WATER UTILITY			\$522.85
			\$209,805.10

VILLAGE OF HARTLAND

09/14/15 12:15 PM

Page 1

Payments

Current Period: AUGUST 2015

Batch Name	AUG15WIRE		Computer Dollar Amt	\$140,739.93	Posted
Refer	47804 THE DEPOSITORY TRUST COMPA		Ck# 2015067E 8/3/2015		
Cash Payment	E 301-58000-615 DEBT SERVICE - INTE	2006 GO INTEREST PAYMENT			\$2,743.55
Invoice					
Cash Payment	E 620-53700-427 INTEREST ON LONG T	2006 GO INTEREST PAYMENT			\$1,850.20
Invoice					
Transaction Date	8/3/2015	Due 0	GF Checking	11100	Total \$4,593.75
Refer	47805 EMPLOYEE TRUST FUNDS		Ck# 2015068E 8/24/2015		
Cash Payment	E 101-51400-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE			\$5,124.81
Invoice					
Cash Payment	E 101-51500-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE			\$2,394.21
Invoice					
Cash Payment	E 101-55300-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE			\$685.94
Invoice					
Cash Payment	E 101-52100-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE			\$28,124.32
Invoice					
Cash Payment	E 101-53000-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE			\$22,603.51
Invoice					
Cash Payment	E 101-55110-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE			\$5,359.08
Invoice					
Cash Payment	E 101-52200-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE			\$1,197.11
Invoice					
Cash Payment	E 101-52300-150 HEALTH/DENTAL/LIFE	SEPTEMBER HEALTH INSURANCE			\$1,197.10
Invoice					
Cash Payment	G 101-21530 INSURANCE DEDUCTIONS	SEPTEMBER HEALTH INSURANCE			\$1,319.42
Invoice					
Cash Payment	G 101-34140 UNFUNDED EMPLOYEE BE	SEPTEMBER HEALTH INSURANCE			\$1,967.10
Invoice					
Transaction Date	8/24/2015	Due 0	GF Checking	11100	Total \$69,972.60
Refer	47806 WI RETIREMENT SYSTEM		Ck# 2015069E 8/31/2015		
Cash Payment	E 101-55300-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$372.23
Invoice					
Cash Payment	E 101-51400-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$1,044.11
Invoice					
Cash Payment	E 101-51500-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$444.88
Invoice					
Cash Payment	E 101-52100-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$14,729.64
Invoice					
Cash Payment	E 101-52100-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$935.76
Invoice					
Cash Payment	E 101-52200-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$882.21
Invoice					
Cash Payment	E 101-52300-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$1,070.65
Invoice					
Cash Payment	E 101-52200-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$65.10
Invoice					

VILLAGE OF HARTLAND

09/14/15 12:15 PM

Page 2

Payments

Current Period: AUGUST 2015

Cash Payment Invoice	E 101-53000-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$5,496.61
Cash Payment Invoice	E 101-55110-140 RETIREMENT BENEFIT	JULY WRS CONTRIBUTIONS			\$2,406.49
Cash Payment Invoice	E 620-53700-926 EMPLOYEE PENSIONS	JULY WRS CONTRIBUTIONS			\$2,584.72
Cash Payment Invoice	E 204-53610-110 SALARIES	JULY WRS CONTRIBUTIONS			\$219.80
Cash Payment Invoice	E 204-53610-110 SALARIES	JULY WRS CONTRIBUTIONS			\$368.82
Cash Payment Invoice	E 204-53610-390 BILLING/COLLECTION/	JULY WRS CONTRIBUTIONS			\$527.46
Cash Payment Invoice	G 101-21520 RETIREMENT DEDUCTION	JULY WRS CONTRIBUTIONS			\$14,465.97
Cash Payment Invoice	G 101-21520 RETIREMENT DEDUCTION	JULY WRS CONTRIBUTIONS			\$11,779.96
Transaction Date	8/31/2015	Due 0	GF Checking	11100	Total \$57,394.41
Refer	47807	FIRST BANK FINANCIAL CENTRE	Ck# 2015070E	8/31/2015	
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	EBUSINESS BANKING			\$20.00
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	POSITIVE PAY			\$30.00
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	ACH FILTERS/BLOCKS			\$25.00
Transaction Date	8/31/2015	Due 0	GF Checking	11100	Total \$75.00
Refer	47808	PAYROLL DATA SERVICES INC	Ck# 2015071E	8/13/2015	
Cash Payment Invoice	E 804-56700-110 SALARIES	AUGUST 13 BID PAYROLL			\$993.69
Cash Payment Invoice	E 804-56700-760 PAYROLL SERVICE CH	AUGUST 13 BID PAYROLL			\$35.00
Transaction Date	8/13/2015	Due 0	GF Checking	11100	Total \$1,028.69
Refer	47809	PAYROLL DATA SERVICES INC	Ck# 2015072E	8/27/2015	
Cash Payment Invoice	E 804-56700-110 SALARIES	AUGUST 27 BID PAYROLL			\$993.70
Cash Payment Invoice	E 804-56700-760 PAYROLL SERVICE CH	AUGUST 27 BID PAYROLL			\$35.00
Transaction Date	8/27/2015	Due 0	GF Checking	11100	Total \$1,028.70
Refer	47810	JPMORGAN CHASE BANK	Ck# 2015073E	8/20/2015	
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	AMAZON - CD'S/DVD'S			\$53.98
Cash Payment Invoice	E 101-55110-290 OUTSIDE SERVICES/C	TIGERDIRECT.COM - WIRELESS ACCESS POINTS			\$213.08
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	ICMA INTERNET - ANNUAL DUES - COX			\$817.00
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	THUNDER BAY GRILLE - ADM MTG - COX			\$15.41

VILLAGE OF HARTLAND

09/14/15 12:15 PM

Page 3

Payments

Current Period: AUGUST 2015

Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	WMCA - CONFERENCE - IGL	\$190.00
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	GODADDY.COM - SSL CERTIFICATE	\$149.99
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	WPRA - HELP WANTED AD - FIN/REC	\$75.00
Cash Payment Invoice	E 101-55300-303 SUMMER REC EXPENS	DOMINO'S - PIZZA FOR SUMMER REC	\$40.83
Cash Payment Invoice	E 101-51440-300 OPERATING SUPPLIES	COUSINS SUBS - ELECTION FOOD	\$119.81
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	CDW GOVT - THERMAL PAPER	\$164.32
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	AMAZON - ORANGE SAFETY CONES	\$120.25
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	PICK N SAVE - SNACKS FOR OPEN HOUSE	\$44.90
Cash Payment Invoice	E 101-52100-290 OUTSIDE SERVICES/C	RING CENTRAL - EFAQ SERVICE	\$20.00
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	HARTLAND VILLAGE MART - ICE FOR OPEN HOUSE	\$16.77
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	AMAZON - MOBILE CHEST	\$80.99
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	AMAZON - BED SHEETS	\$22.12
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	PAYPAL - WPLF - CONF - BAGIN	\$135.00
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	AMAZON - TARP/PIPETTES/UTILITY KNIFE	\$40.86
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	SIRCHIE - FINGERPRINTING SUPPLIES	\$214.29
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	SIRCHIE - FINGERPRINTING SUPPLIES	\$256.54
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	WALMART - USB DRIVES/AIR FRESHENERS	\$64.63
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	EMERGENCY RESPONDER - HAND HELD STOP SIGN	\$203.99
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	WALMART - BATTERIES/PAPER TOWELS	\$22.33
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	WALMART - CREDIT DUE	-\$4.48
Cash Payment Invoice	E 101-55300-312 SPLASHPAD EXPENSE	SAFECID - POOL CLEANER/DEGREASER FOR SPLASH PAD	\$341.42
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	MACHINE SHED - ADM BREAKFAST - COX	\$12.80
Cash Payment Invoice	E 101-51100-300 OPERATING SUPPLIES	PAYPAL LEAGUEWISCO CONF - WALLSCHLAGER	\$160.00

VILLAGE OF HARTLAND

09/14/15 12:15 PM

Page 4

Payments

Current Period: AUGUST 2015

Cash Payment	E 803-52100-300 OPERATING SUPPLIES	FARM & FLEET - EVIDENCE FLAGS/BAG CHAIRS	\$103.96
Invoice			
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	S&S WORLDWIDE - DODGEBALLS/SIDEWALK CHALK	\$159.82
Invoice			
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	PIGGLY WIGGLY - POPSICLES	\$3.55
Invoice			
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	WALMART - SUPPLIES REC ART SUPPLIES	\$74.44
Invoice			
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	CITY OF WAUKESHA - REC FIELD TRIP	\$68.51
Invoice			
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	BANNERS ON THE CHEAP - MOVIE BANNERS	\$147.29
Invoice			
Cash Payment	E 101-55300-305 EXPENSES-OTHER	WALMART - CONCESSION FOOD	\$45.53
Invoice			
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	MILW CTY ZOO - REC FIELD TRIP	\$190.00
Invoice			
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	CITY OF WAUKESHA - REC FIELD TRIP	\$51.38
Invoice			
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	BANNERS ON THE CHEAP - MOVIE BANNER CREDIT	-\$147.29
Invoice			
Cash Payment	E 101-55300-305 EXPENSES-OTHER	PIGGLY WIGGLY - CONCESSION FOOD	\$16.51
Invoice			
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	BANNERS ON THE CHEAP - MOVIE BANNERS	\$245.83
Invoice			
Cash Payment	E 101-55300-295 TRIPS	FOX RIVER BREWING - TRIP LUNCH	\$593.49
Invoice			
Cash Payment	E 101-55300-295 TRIPS	PAINE ART CENTER - TRIP	\$280.00
Invoice			
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	PIGGLY WIGGLY - AUGIE'S RETIREMENT PARTY FOOD/SUPPLIES	\$216.49
Invoice			
Cash Payment	E 101-52300-300 OPERATING SUPPLIES	PIGGLY WIGGLY - AUGIE'S RETIREMENT PARTY FOOD/SUPPLIES	\$216.49
Invoice			
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	SENDIKS - AUGIE'S RETIREMENT PARTY FOOD/SUPPLIES	\$180.99
Invoice			
Cash Payment	E 101-52300-300 OPERATING SUPPLIES	SENDIKS - AUGIE'S RETIREMENT PARTY FOOD/SUPPLIES	\$180.99
Invoice			
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	AMAZON - TV/TV WALL MOUNT	\$213.49
Invoice			
Cash Payment	E 101-52300-300 OPERATING SUPPLIES	AMAZON - TV/TV WALL MOUNT	\$213.48
Invoice			
Transaction Date	8/20/2015	Due 0 GF Checking 11100	Total \$6,646.78

VILLAGE OF HARTLAND

09/14/15 12:15 PM

Page 5

Payments

Current Period: AUGUST 2015

Fund Summary

	11100 GF Checking	
804 BUSINESS IMPROVEMENT DISTRICT		\$2,057.39
803 MAJOR INCIDENT UNIT		\$103.96
620 WATER FUND		\$4,434.92
301 DEBT SERVICE FUND		\$2,743.55
204 SEWER		\$1,116.08
101 GENERAL FUND		\$130,284.03
		<hr/>
		\$140,739.93

Pre-Written Checks	\$140,739.93
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$140,739.93

**VILLAGE OF HARTLAND
LICENSES AND PERMITS
September 28 2015**

CLASS "A" LIQUOR (CIDER ONLY) LICENSE

Applicant: Stop-N-Go of Madison, Inc.
Location: 101 E. Capitol Drive
Agent: Andrew Bowman

The following documents are complete and on file:

- Original Alcohol Beverage Retail License Application
- Auxiliary Questionnaire
- Schedule for Appointment of Agent

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

Cynthia A. Arendt
Michael Robert Stoller
Kelsey Lynn Joensuu
Lee Cole, IV

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

Village of Hartland

**Notice of New Alcohol
License Application**

**Hearing Date:
Monday, September 28, 2015
7:00 p.m.**

Notice that the following applicant has made and filed an application for a "Class A" Liquor (cider only) License to be issued by the Village of Hartland, Waukesha County, Wisconsin pursuant to the approval of said applications, for the license period of September 29, 2015 through June 30, 2016.

Application will be considered by the Village Board on September 28, 2015 at 7:00 p.m. Meeting held in the Board Room, Municipal Building, 210 Cottonwood Avenue.

Applicant: StopN-Go of
Madison, Inc.

Trade Name: Stop -N-Go #273

Address: 101 E. Capital Dr.

Agent: Andrew Bowman, 4213
Somerset Lane, Madison, WI
53711

All interested parties will be
heard.

Darlene Igl, MMC/WCPC Village
Clerk

LCR 9/21

VILLAGE OF HARTLAND

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 46 AND CHAPTER 18
OF THE VILLAGE OF HARTLAND MUNICIPAL CODE
PERTAINING TO ARCHITECTURAL BOARD AND BUILDING PERMITS

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

Section 1: Chapter 46, Article II, paragraph 46-99 (1) of the Village of Hartland Municipal Code of Ordinances pertaining to Powers of the Architectural Board is hereby amended to read as follows.

Sec. 46-99. Powers.

(1) Hear and decide applications for permission to erect, move, reconstruct, extend, alter or change the exterior of all residential structures except for small accessory structures, decks and minor exterior alterations unless a determination is requested by the building inspector. Further, the architectural board is empowered to waive, or conditionally waive, its authority under this paragraph for applications in subdivisions for which an active homeowners association or architectural review committee has given its approval for said applications.

Section 1: Chapter 18, paragraph 18-87 (d) of the Village of Hartland Municipal Code of Ordinances pertaining to Building Permits is hereby amended to read as follows.

Sec. 18-87. Building permits.

(d) *Issuance of permit.* All applicable fees shall be paid at the time of application for a building permit. If the plans are approved by the architectural board, as such approval may be necessary in accordance with section 46-99, and the building inspector finds that the proposed building or repair or addition complies with all village ordinances and the uniform dwelling code, the inspector shall officially approve the application and a building permit shall be subsequently issued to the applicant. The issued building permit shall be posted in a conspicuous place at the building site. A copy of any issued building permit shall be kept on file with the building inspector.

Section 3: If any section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of such ordinance.

Section 4: This Ordinance shall take effect and be in full force after adoption and proper publication.

[SIGNATURES FOLLOW]

Adopted this _____ day of _____, 2015.

VILLAGE OF HARTLAND

By: _____
David C. Lamerand, Village President

ATTEST:

Darlene Igl, MMC, WCPC, Village Clerk

Pd. 8/31/15
 # 164423
 \$300

**DEPARTMENT OF BUILDING INSPECTION
 APPLICATION FOR ARCHITECTURAL BOARD**

Job Address 455 East Industrial Dr			
Lot	Block	Subdivision	Key No. HAV
Owner Bill Neeman		EMAIL BILLN@ETECOMI.COM	Phone (262) 367-1360
Address 455 East Industrial Dr		City Hartland	State WI Zip 53029
Contractor MSI General		Phone 367-3661 FAX	EMAIL TIMK@MSIGENERAL.COM
Address PO Box 7		City Oconomowoc	State WI Zip 53061

The Architectural Board meets on the THIRD MONDAY of the Month at 7:00 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The DEADLINE for filing is on the SECOND MONDAY of the month at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

Commercial/Industrial/Multifamily:

- Three bound sets of plans (one of the sets must be reduced to a maximum size of 11" x 17"). Plans must show all sides of building, materials and colors, exterior HVAC locations, appearance, and dumpster location.
- Three site plans. Plans must be dimensioned.
- Three landscape plans.
- Three exterior lighting plans. Include type, location, number and wattage of fixtures.

Signs:

- Three renderings (one of the renderings must be reduced to a maximum size of 11" x 17"). Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- Three site plans. Not required for wall signs. Plans must be dimensioned.
- Three sets of lighting details. Include type, location, number, and wattage of fixtures.
- Submit Sign Permit Application

NOTE: Approval by the Architectural Board is not permission to begin construction; a building permit must first be obtained.

Date Applied: 8-31-15 Date of Meeting: 9-21-15 Item No. _____



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

**APPLICATION FOR
 PLAN COMMISSION**

\$300 PLAN REVIEW FEE DUE AT TIME OF APPLICATION

Project Description BUILDING ADDITION			
Proposed Use LIGHT MFG		No. of Employees	
Project Location 455 EAST INDUSTRIAL DR			
Project Name HERBSMITH			
Owner BILL NEEMAN		Phone (262) 367-1360	
Address 455 EAST INDUSTRIAL DR		City HARTLAND	State WI Zip 53029
Engineer/Architect MSI GENERAL		Phone (262) 367-3661	FAX (262) 367-7390
Address Po Box 7		City OSHTONOWOC	State WI Zip 53066
Contact Person TIM KNEPFRATH	Phone (414) 550-9400	FAX -	E-mail TIMIK@MSIGENERAL.COM

The Plan Commission meets on the third Monday of the Month at 7:00 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

The deadline for filing is a minimum of fifteen (15) working days before the meeting.

All of the requested information must be received prior to the deadline in order to be placed on the agenda. Village Plan Review Staff has been directed to delay placement on the Plan Commission Agenda based on incomplete submittals.

Four (4) sets of bound site plans and ten (10) sets of reduced site plans (11" x 17") copy must be submitted showing the following existing and proposed information:

- > Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- > Scale and north arrow
- > All structures (include building elevations and height)
- > Drainage and grades (include design calculations for drainage)
- > Storm Water Management Plan
- > Utilities and easements (sewer, water, storm etc.)
- > Calculation of lot coverage
- > Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
- > Grading and erosion control
- > Landscaping, including a Tree Protection Plan
- > Exterior lighting details
- > Exterior HVAC equipment location
- > Dumpster location (screening required)
- > Street right-of-way
- > Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

Date Applied: 8-31-15	Date of Meeting: 9-21-15	Return Comments by:
------------------------------	---------------------------------	---------------------

**Village of Hartland
Professional Services Reimbursement Form**

The Village of Hartland has determined that whenever the services of the Village Attorney, Village Engineer, Village Planner or any other of the Village's professional staff results in a charge to the Village for that professional's time and services and such services is not a service supplied to the Village as a whole, the Village Clerk shall charge that service for the fees incurred by the Village. Also, be advised that the Village may pass on other certain fees, costs, and charges which will be the responsibility of the property owner or responsible party.

I, the undersigned, have been advised that, pursuant to this Agreement between the Village and, The responsible party listed below, if the Village Attorney, Village Engineer, Village Planner or any other Village professional provides services to the Village because of activities incurred by the responsible party, whether at our request or at the request of the Village, we shall be responsible for the fees and expenses incurred by the Village. In addition, we have been advised that certain other fees, costs, and charges will be our responsibility.

Responsible Party Name, Mailing Address, Signature and Date:

- A. BILL NEEMAN Bill Neeman 8/31/15
Printed Name Signature Date
- B. 455 East Industrial Dr Hartland WI 53029
Street City State Zip
- C. Phone (262)367-1360 Fax: (262)367-0383 E-Mail BILLN@EYECOM.COM

Property Owner Name, Mailing Address, Signature & Date:

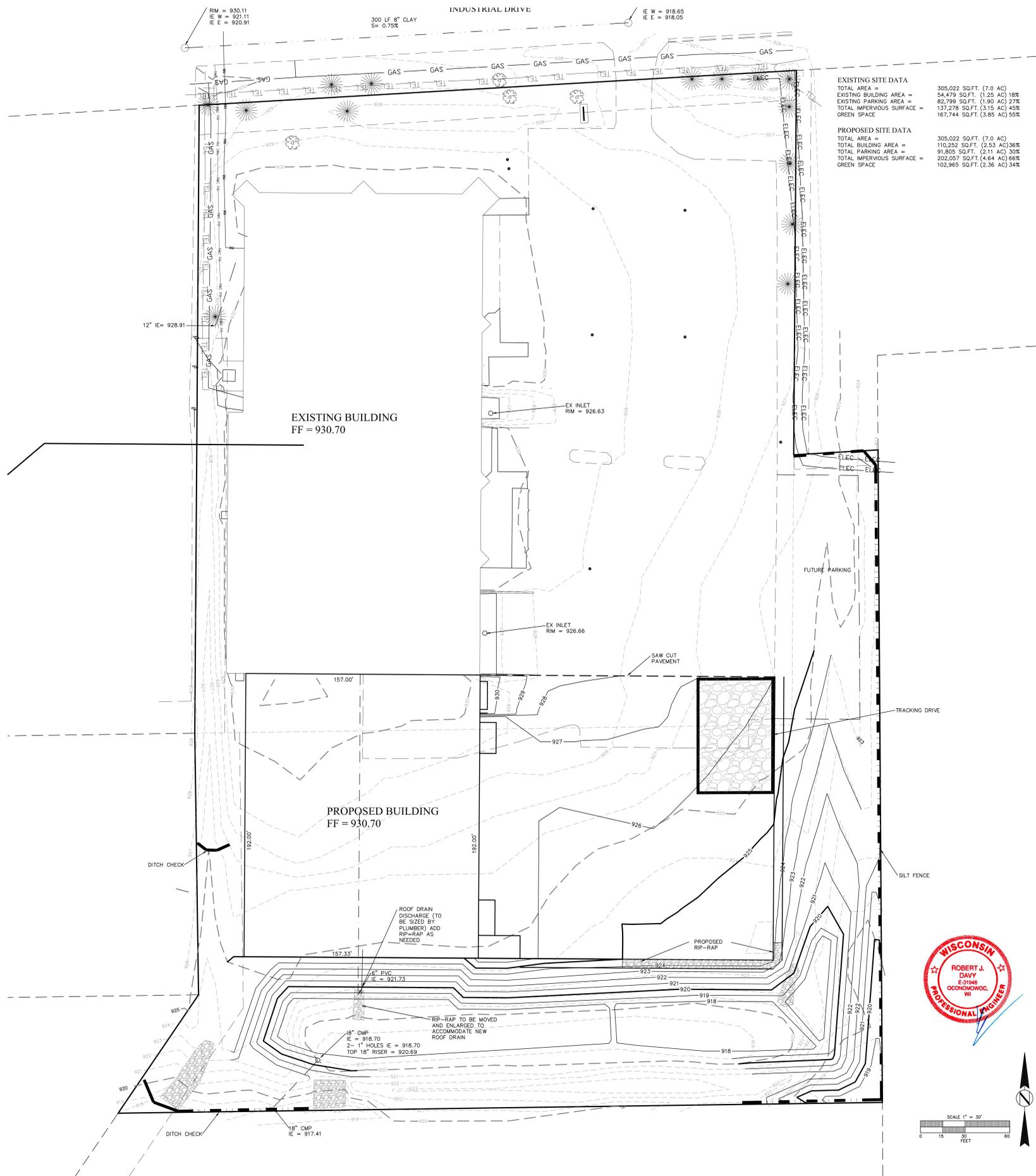
- A. Same
Printed Name Signature Date
- B. _____
Street City State Zip
- C. Phone _____ Fax: _____ E-Mail _____

Village Official Accepting Form & Date

INTERNAL USE ONLY

Amount Due: \$ _____ Check #: _____ Date Paid: ____/____/____ Rec'd By: _____

Plan Commission Project Number: _____

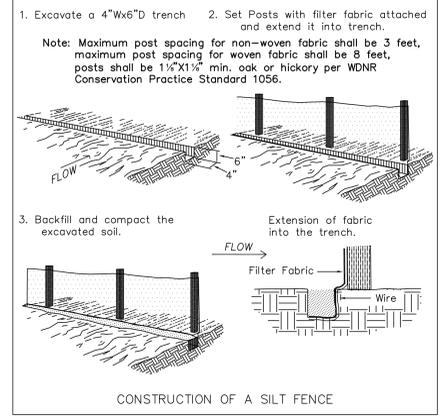


EXISTING SITE DATA

TOTAL AREA =	305,022 SQ.FT. (7.0 AC)
EXISTING BUILDING AREA =	54,479 SQ.FT. (1.25 AC) 18%
EXISTING PARKING AREA =	82,799 SQ.FT. (1.90 AC) 27%
TOTAL IMPERVIOUS SURFACE =	137,278 SQ.FT. (3.15 AC) 45%
GREEN SPACE =	167,744 SQ.FT. (3.85 AC) 55%

PROPOSED SITE DATA

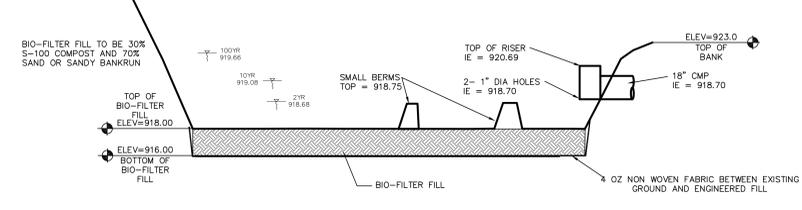
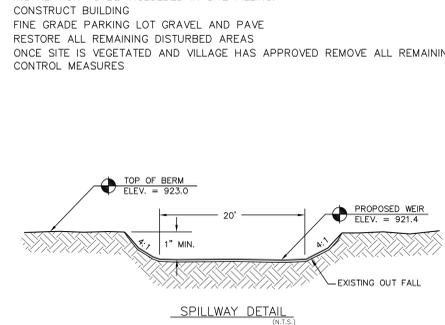
TOTAL AREA =	305,022 SQ.FT. (7.0 AC)
TOTAL BUILDING AREA =	110,252 SQ.FT. (2.53 AC) 36%
TOTAL PARKING AREA =	91,805 SQ.FT. (2.11 AC) 30%
TOTAL IMPERVIOUS SURFACE =	202,057 SQ.FT. (4.64 AC) 66%
GREEN SPACE =	102,965 SQ.FT. (2.36 AC) 34%



- CONSTRUCTION SEQUENCE**
- 1) INSTALL ALL EROSION CONTROL MEASURES
 - 2) ROUGH GRADE SITE, INCLUDING INSTALLATION OF BIO-FILTER (PER DESIGN NOTE), FOOTING INSTALLATION TO BE INCLUDED IN SITE FILLING.
 - 3) CONSTRUCT BUILDING
 - 4) FINE GRADE PARKING LOT GRAVEL AND PAVE
 - 5) RESTORE ALL REMAINING DISTURBED AREAS
 - 6) ONCE SITE IS VEGETATED AND VILLAGE HAS APPROVED REMOVE ALL REMAINING EROSION CONTROL MEASURES

LEGEND

- EXISTING WATER MAIN, GATE VALVE, HYDRANT
- PROPOSED WATER MAIN, GATE VALVE, HYDRANT
- EXISTING SANITARY SEWER, MANHOLE
- PROPOSED SANITARY SEWER, MANHOLE
- EXISTING STORM SEWER, MANHOLE, CURB INLET
- PROPOSED STORM SEWER, MANHOLE, CURB INLET
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC LINE, POLE W/GUY WIRE
- EXISTING BURIED ELECTRIC LINE, TRANSFORMER BOX
- EXISTING TELEPHONE LINE, UTILITY BOX
- EXISTING CABLE TV LINE, UTILITY BOX
- EXISTING FIBER OPTIC LINE
- EXISTING FENCE LINE
- EXISTING 2' CONTOURS
- EXISTING 10' CONTOURS
- PROPOSED 2' CONTOURS
- PROPOSED 10' CONTOURS
- PROTECTION BERM / SILT FENCE
- LOT LINES
- TREE LINES
- XXX.XX x TOP OF CURB ELEVATIONS
- XXX.XX x SPOT GRADE ELEVATIONS
- XXX.XX x TOP OF RETAINING WALL ELEVATIONS
- XXX.XX x BOTTOM OF RETAINING WALL ELEVATIONS



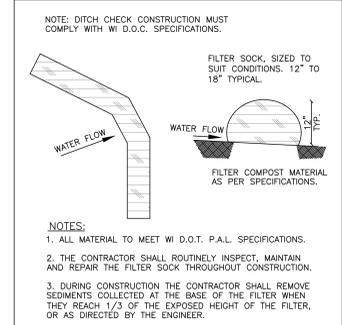
BIO-FILTER NOTES

ROUGH GRADE BASIN ALONG WITH ROUGH GRADING SITE. DIG BOTTOM OF BASIN (LAST 2' WITH A BACKHOE TO MINIMIZE COMPACTION) TO AN ELEVATION OF 916.00. ONCE BASIN IS ROUGH GRADED, TOPSOIL, SEED AND EROSION MAT SIDE SLOPES. (TOPSOIL 6" MIN. SIDE SLOPES EROSION MAT TO BE CLASS I TYPE B (WISDOT PAL)) ONCE SIDE SLOPES ARE RESTORED AND MATTED, CLEAN BOTTOM OF FILTER AND PLACE 2.2' OF BIO-FILTER FILL TO ALLOW FOR SETTLEMENT AND COMPOST DECAY). RESTORE BOTTOM OF BASIN WITH PRAIRIE NURSERY LAND RESTORATION MIX (OR EQUAL) 1.5LBS/5000 SQ.FT. AND 1 LBS/ 1000 SQ.FT OF AN ANNUAL RYE

Mix to Contains at least 15 wildflowers & 5 or more grasses.

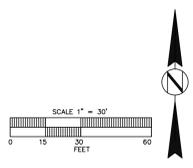
Wildflowers:
 Nodding Pink Onion / Smooth Aster / Blue False Indigo / White False Indigo / Pale Indian Plantain / Wild Senna / Lanceleaf Coreopsis / Purple Prairie Clover / Canada Tick Trefoil / Pale Purple Coneflower / Purple Coneflower / Showy Sunflower / Ox Eye Sunflower / Bergamot / Smooth Penstemon / Yellow Coneflower / Black Eyed Susan / Sweet Black Eyed Susan / Brown Eyed Susan / Rosinweed / Compassplant / Prairie Dock / Stiff Goldenrod

Grasses:
 Big Bluestem / Sideoats Grama / Canada Wild Rye / Switchgrass / Little Bluestem / Indiangrass



NOTES:

1. ALL MATERIAL TO MEET WI D.O.T. P.A.L. SPECIFICATIONS.
2. THE CONTRACTOR SHALL ROUTINELY INSPECT, MAINTAIN AND REPAIR THE FILTER SOCK THROUGHOUT CONSTRUCTION.
3. DURING CONSTRUCTION THE CONTRACTOR SHALL REMOVE SEDIMENTS COLLECTED AT THE BASE OF THE FILTER WHEN THEY REACH 1/3 OF THE EXPOSED HEIGHT OF THE FILTER, OR AS DIRECTED BY THE ENGINEER.



CONSTRUCT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE WISCONSIN DNR'S STORM WATER CONSTRUCTION AND POST-CONSTRUCTION TECHNICAL STANDARDS.

ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION AT LEAST ONCE PER WEEK AND FOLLOWING EVERY 0.5" RAINFALL.

ALL INLET PROTECTION TO CONFORM TO EITHER WDOT PAL LIST OR WDNR T.S. 1060

ALL RESTORATION TO BE IN ACCORDANCE WITH WDNR'S CONSERVATION PRACTICE STD 1059. CUT AND FILL SLOPES WILL BE 3:1 OR FLATTER OUTSIDE ROAD RIGHT OF WAY & 4:1 OR FLATTER WITHIN ROAD RIGHT OF WAY.

RESTORATION TO BE TOP SOILED (6" MIN), (IF GRADED), SEED, FERTILIZED, AND MULCHED UNLESS OTHERWISE NOTED ON PLANS. FOR SLOPES 4:1 OR STEEPER CLASS I TYPE B (WISDOT PAL) EROSION MAT REQUIRED.

IF THE SITE OR PORTIONS OF THE SITE ARE TO REMAIN INACTIVE FOR GREATER THAN 14 DAYS TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING OR MULCHING SHALL BE TAKEN WITHIN 7 DAYS FROM THE SITE BEING LEFT INACTIVE.

LATE SEASON AND TEMPORARY SEEDING

IN ACCORDANCE WITH THE WDNR'S CONSERVATION PRACTICE STANDARD 1059 ANIONIC POLYACRYLAMIDE (WISDOT PAL CLASS B) (DNR T.S. 1050) MUST BE APPLIED WITHIN 7 DAYS OF FINAL GRADING OR BY NOVEMBER 15, 2016

SEED TYPE TO BE TURF TYPE. (UNLESS NOTED ON PLANS) RATE TO BE APPLIED PER MANUFACTURERS RECOMMENDATIONS.

ALL UTILITY WORK TO BE INSTALLED THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN LATEST EDITION, AND VILLAGE OF HARTLAND STANDARD SPECIFICATIONS

GRADING AND PAVING PER STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION LATEST EDITION

PROOF-ROLLING SHALL BE COMPLETED IN PARKING LOT AND DRIVES PRIOR TO PLACING SUB-BASE

TRACKING DRIVE TO BE EXISTING PARKING LOT. CONTRACTOR TO KEEP INDUSTRIAL DRIVE CLEAN IF SEDIMENT REACHES THE ROAD

REMARKS

PER VILLAGE COMMENTS

ADD SITE DATA

REVISION DATE

05-16-04

05-16-04

SCALE: 1" = 30'

DRAFTED BY: R.J.D.

CHECKED BY: F. J. DAVY

DATE: AUGUST 27, 2015

Lake Country Engineering, Inc.
 Consulting Engineers - Surveyors
 970 S. Silver Lake Street, Suite 105, Oconomowoc, WI 53066
 Phone (262) 569-8831 Fax (262) 569-9916

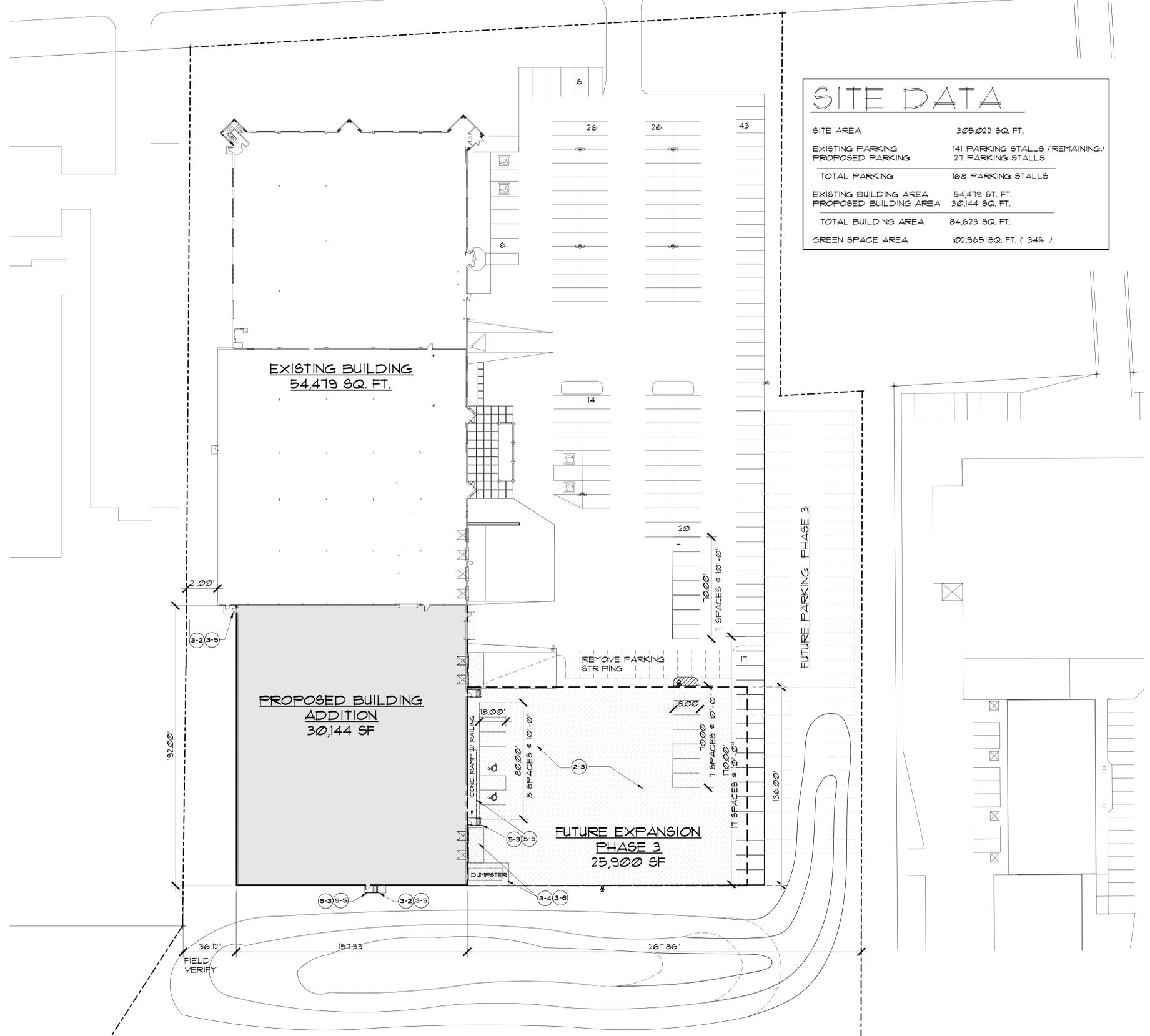
GRADING & EROSION CONTROL PLAN

HERBSMITH - MSI
 455 E. INDUSTRIAL DRIVE
 VILLAGE OF HARTLAND

PROJ. #
14-2661

SHEET #
2 OF 2

INDUSTRIAL DRIVE



SITE DATA	
SITE AREA	305,022 SQ. FT.
EXISTING PARKING	21 PARKING STALLS (REMAINING)
PROPOSED PARKING	141 PARKING STALLS
TOTAL PARKING	168 PARKING STALLS
EXISTING BUILDING AREA	54,479 SQ. FT.
PROPOSED BUILDING AREA	30,144 SQ. FT.
TOTAL BUILDING AREA	84,623 SQ. FT.
GREEN SPACE AREA	102,365 SQ. FT. (34%)

REFERENCE KEYNOTES	
Division 01- General	(1) 1/4" PRECAST LIME CONCRETE
Division 02- Site	(1) 1/2" ASPHALT OVER 4" STONE BASE
Division 03- Concrete	(1) CONCRETE OVER POLY. HOLD FOUNDATION WALL
Division 04- Masonry	(1) STANDARD CONCRETE MASONRY UNIT
Division 05- Metals	(1) 1/2" DIA. CONCRETE FILLER
Division 06- Woods and Plastics	(1) PLASTIC LAMINATE WINDOW SILL
Division 07- Thermal/Moisture Protection	(1) POLYMER INSULATION
Division 08- Doors and Windows	(1) BRONZESTONE INSULATED LOW E GLASS
Division 09- Finishes	(1) SUSPENDED CEILING SYSTEM
Division 10- Misc	(1) PLUG POLE



MSI GENERAL CORPORATION
P.O. BOX. 7
OCONOMOWOC, WI 53066
262.367.3661
FAX. 262.367.2764
ESTIMATING DEPARTMENT
262.367.3662
WWW.MSIGENERAL.COM
SINGLE SOURCE RESPONSIBILITY™

REVISIONS:	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	

PROJECT ADDRESS:
PROJECT NAME
Herbsmith
STREET ADDRESS
455 E. Industrial Drive
CITY STATE / ZIP
Hartland, WI 53029

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

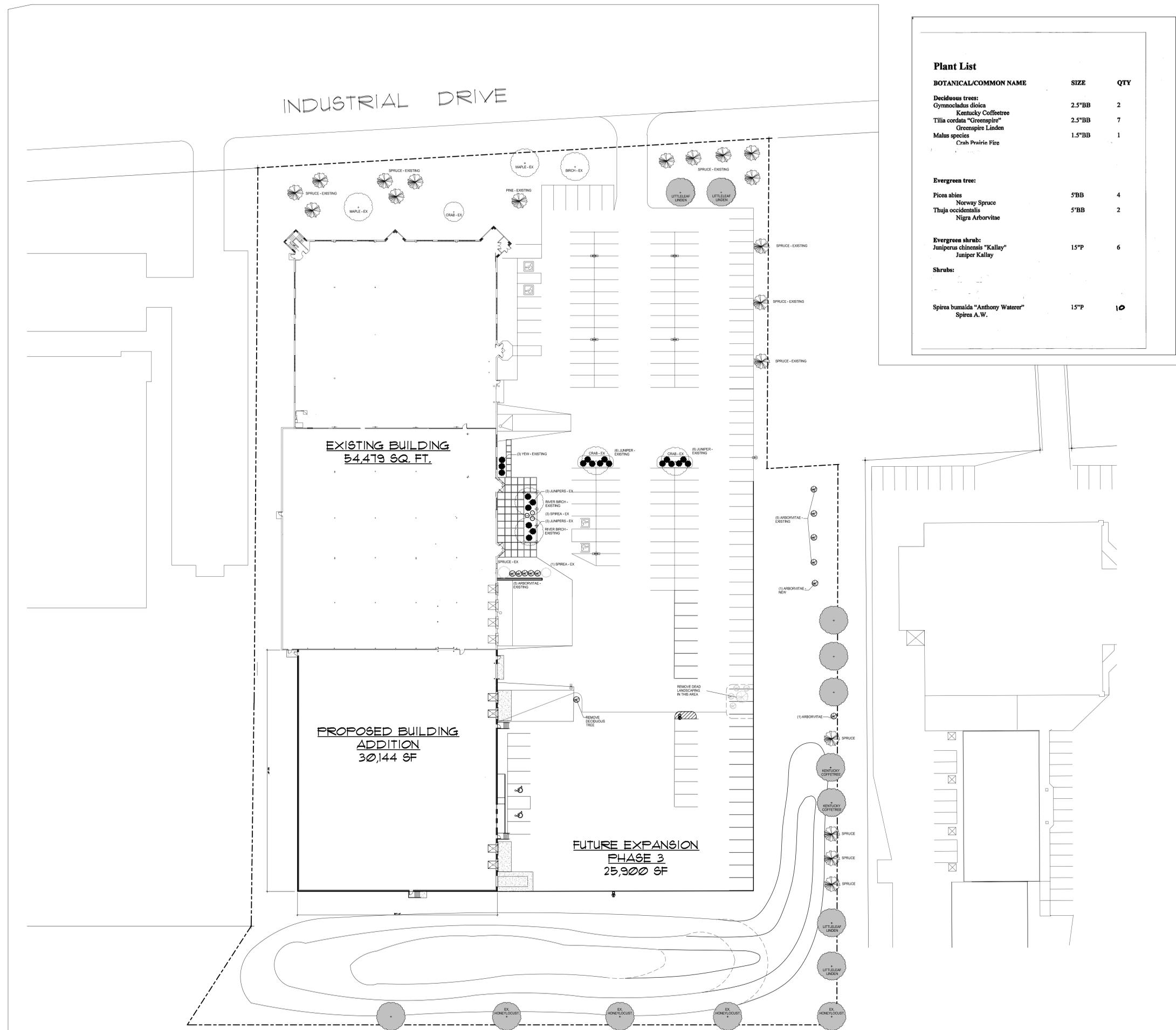
Date: 08.31.2015 Drawn By: TONY ZULLI
Sheet Title: SITE PLAN
Sheet Number: C-101
Project Number: P11070

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS



Plant List

BOTANICAL/COMMON NAME	SIZE	QTY
Deciduous trees:		
Gymnocladus dioica Kentucky Coffeetree	2.5"BB	2
Tilia cordata "Greenspire" Greenspire Linden	2.5"BB	7
Malus species Crab Prairie Fire	1.5"BB	1
Evergreen tree:		
Picea abies Norway Spruce	5"BB	4
Thuja occidentalis Nigra Arborvitae	5"BB	2
Evergreen shrub:		
Juniperus chinensis "Kallay" Juniper Kallay	15"P	6
Shrubs:		
Spirea bumalda "Anthony Waterer" Spirea A.W.	15"P	10

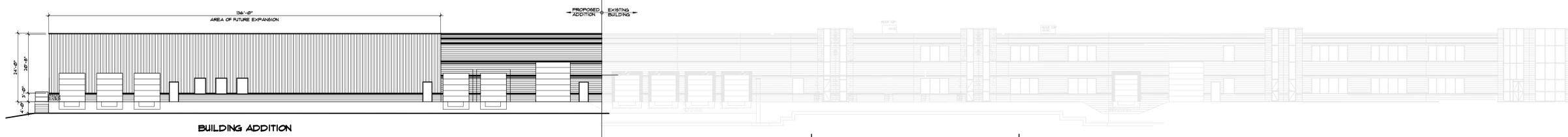
This plan is the property of Hawks Landscape and cannot be used without written permission.

STEVE HYLAND
 Designed By
 4/30/2014
 Date
 1" = 30'
 Scale

Revisions:

Date:	By:	Description:
5/6/14		

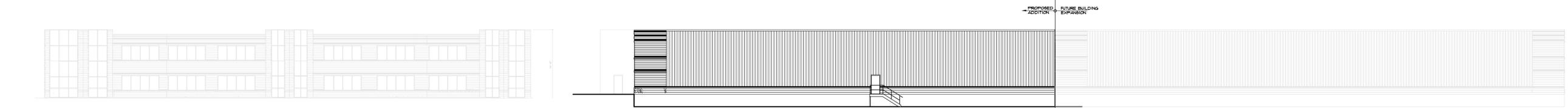




EAST ELEVATION
SCALE 1/16" = 1'-0"

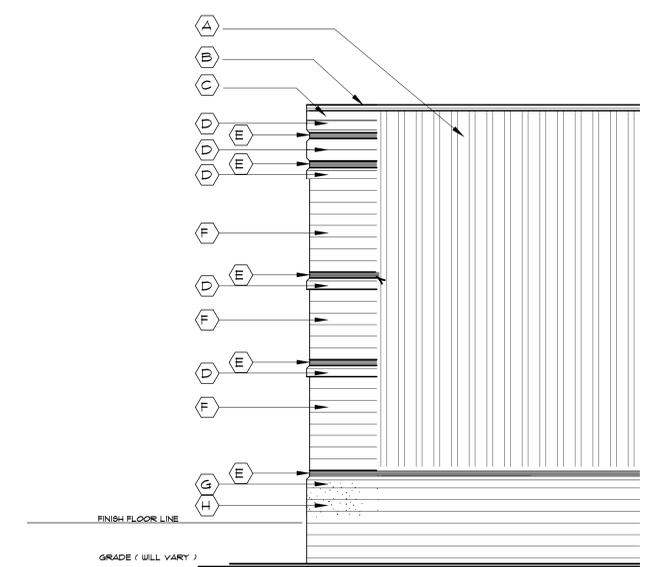


WEST ELEVATION
SCALE 1/16" = 1'-0"

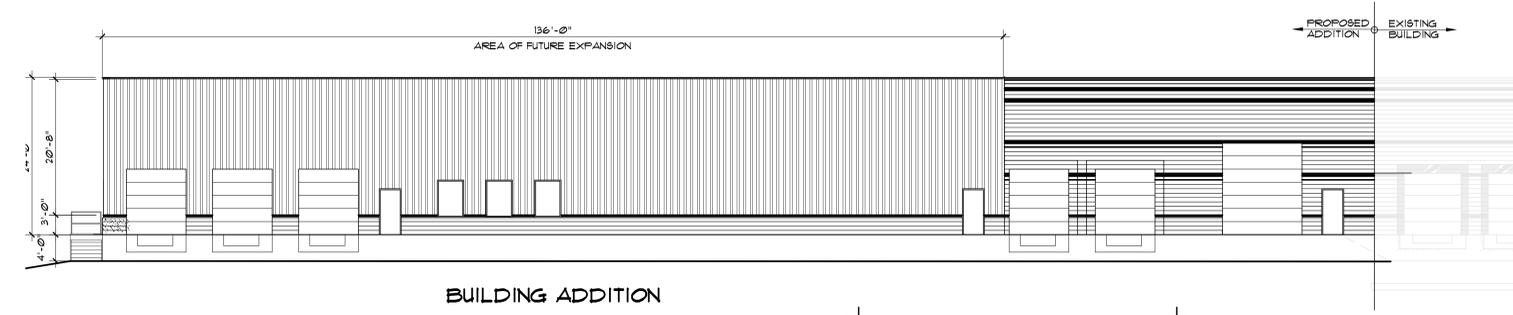


NORTH ELEVATION
SCALE 1/16" = 1'-0"

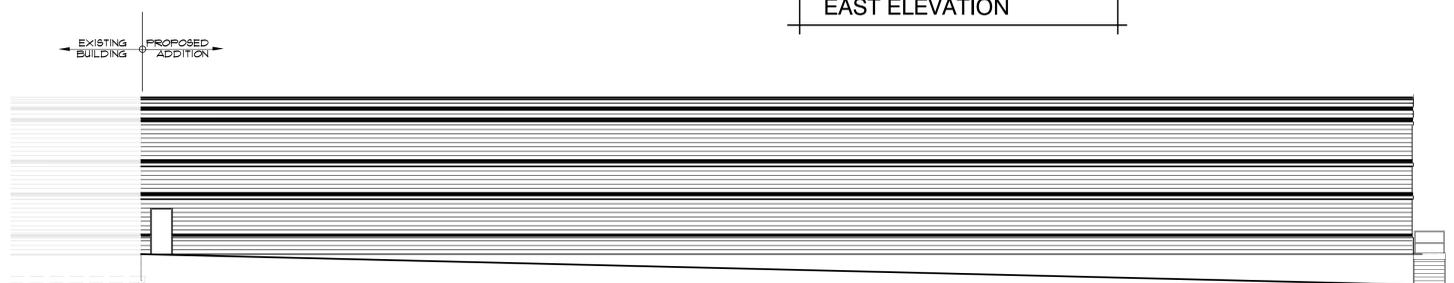
SOUTH ELEVATION
SCALE 1/16" = 1'-0"



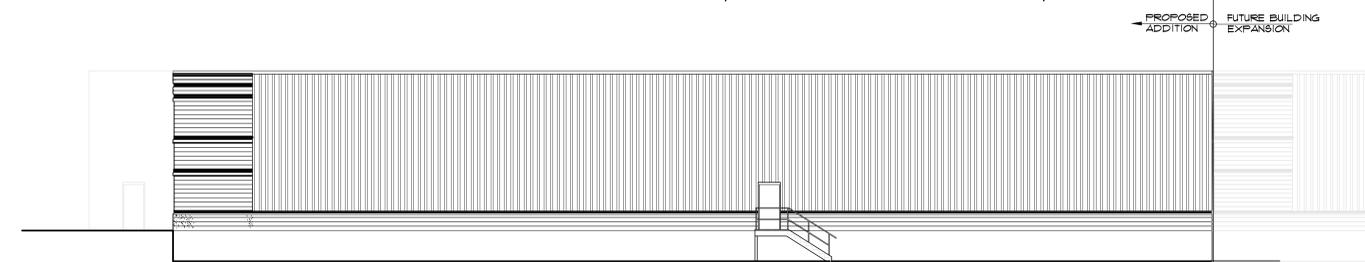
PARTIAL CORNER ELEVATION



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

EXTERIOR MATERIAL KEY NOTES

- A** BLUE METAL WALL PANEL
MATCH EXISTING COLOR AND PANEL TYPE
- B** COLOR-KLAD METAL CAP FLASHING
MATCH EXISTING COLOR, SIZE AND PROFILE
- C** TOP COURSE TO BE STANDARD 4" HIGH BLOCK
PAINTED WHITE
MATCH EXISTING
- D** 14" SPLIT FACE HORIZON CUM
PAINTED WHITE TO MATCH EXISTING COLOR
- E** 1/2" HIGH SPLIT FACE CUM
PAINTED EYECOM BLUE TO MATCH EXISTING COLOR
- F** 12" SPLIT FACE HORIZON CUM
PAINTED WHITE TO MATCH EXISTING COLOR
- G** 14" GROUND FACE HORIZON CUM
PRE-COLOR # 29 BLACK W/ BLACK MORTAR
MATCH EXISTING COLOR
CMU IS TO BE SEALED WITH AN APPROVED SEALER
- H** 14" GROUND FACE CUM
PRE-COLOR # 29 BLACK W/ BLACK MORTAR
MATCH EXISTING COLOR
CMU IS TO BE SEALED WITH AN APPROVED SEALER

ELEVATIONS 3/32" = 1'-0"



MSI GENERAL CORPORATION
P.O. BOX. 7
OCONOMOWOC, WI 53066
262.367.3661
FAX. 262.367.2764

ESTIMATING DEPARTMENT
262.367.3662
WWW.MSIGENERAL.COM

SINGLE SOURCE RESPONSIBILITY™

REVISIONS:

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	

PROJECT ADDRESS:
PROJECT NAME
Herbsmith
STREET ADDRESS
455 E. Industrial Drive
CITY, STATE / ZIP
Hartland, WI 53029

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Date: 08.31.2015 Drawn By: TONY ZULLI
Sheet Title: EXTERIOR ELEVATIONS
Sheet Number: A-201
Project Number: P11070

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS

VILLAGE OF HARTLAND
PETITION FOR LAND DIVISION:

EXTRATERRITORIAL PLAT REVIEW - \$100

- CSM (Certified Survey Map) + \$300 Professional Fee Deposit
or
 PRELIMINARY PLAT REVIEW + \$1,000 Professional Fee Deposit

Up to Five Parcels - \$150.00
Six to Fourteen Parcels - \$300.00
Fifteen or More Parcels - \$500.00

Reapplication for Approval of Any Preliminary
Plat Requiring Review \$50.00 (Minimum)
Reapplication for Previously Reviewed Plat \$10.00

FINAL PLAT REVIEW

\$10.00 Plus \$1.00 for Each Parcel Within the Final Plat
\$10.00 for Reapplication of Any Final Plat Previously Reviewed

Date: 9-17-15	Fee Paid: 9-19-15
Date Filed: 9-17-15	Receipt No.: 164569

1. Name: DALE BERGMAN -
Address of Owner/Agent: W 300 N 3317 MAPLE AVE
POWAUKEE, WI 53072
Phone Number of Owner/Agent: 262-255-5565
2. Give complete legal description of property to be considered. (Attach a separate sheet with description and label sheet "Exhibit A").
3. State present use of property and intended use.
Homestead -> 11 Lot Subdivision

Dale Bergman
Signature of Petitioner

W 300 N 3317 MAPLE AVE, POWAUKEE, WI 53072
Address

262-255-5565
Phone



PRELIMINARY PLAT OF
HAWKS HAVEN

BEING A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10,
T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

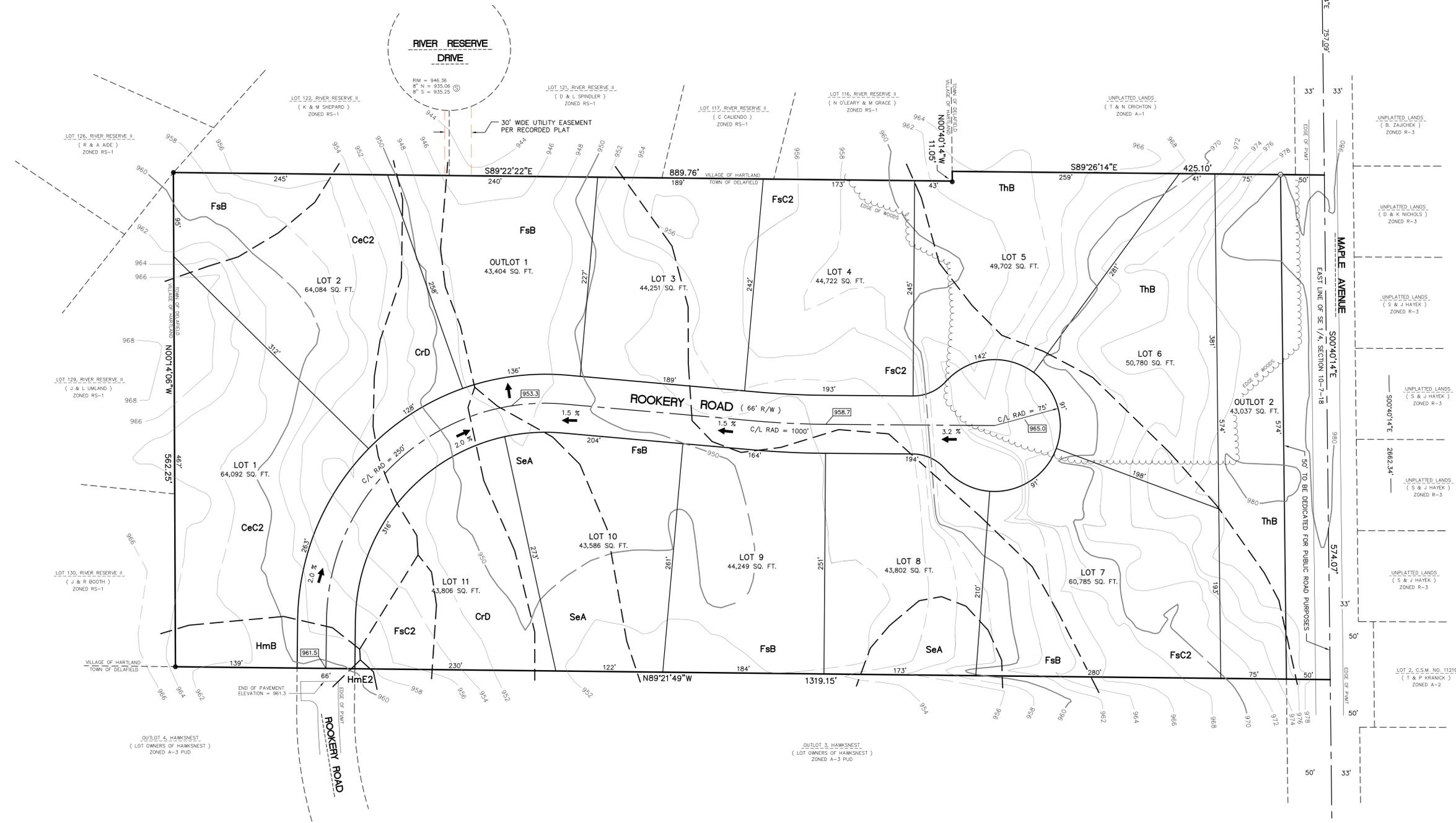
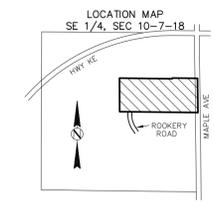
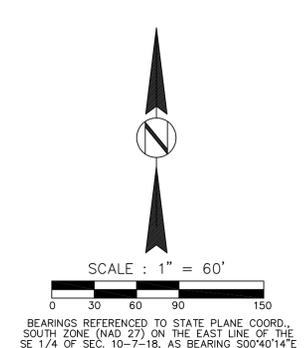
GENERAL NOTES :

- 1) TOTAL LAND AREA OF DEVELOPMENT = 745,340 SQ. FT. (17.11 ACRES)
- 2) CURRENT ZONING OF DEVELOPMENT IS A-1; PROPOSED ZONING IS R-1A
- 3) OUTLOTS 1 AND 2 WILL BE OWNED BY ALL ELEVEN LOT OWNERS ON AN EQUAL AND UNDIVIDED BASIS.
- 4) OUTLOT 1 TO BE USED FOR SANITARY SEWER AND PEDESTRIAN EASEMENTS AND A STORM WATER BASIN.
- 5) OUTLOT 2 IS A LANDSCAPED OUTLOT, TO BE USED AS A BUFFER FROM MAPLE AVENUE.
- 6) THIS DEVELOPMENT WILL BE SERVED BY PUBLIC SANITARY SEWER. SERVICE WILL BE EXTENDED FROM THE EXISTING SEWER IN RIVER RESERVE DRIVE TO THE NORTH.
- 7) THERE ARE EXISTING GAS, ELECTRIC, TELEPHONE AND CABLE SERVICES ADJACENT TO THE DEVELOPMENT.
- 8) THERE IS EXISTING WATERMAIN IN RIVER RESERVE DRIVE, BUT WILL NOT BE EXTENDED TO THE DEVELOPMENT.
- 9) ALL LOTS HAVE A MINIMUM WIDTH OF 150.0' OR GREATER AT THE 50' BUILDING SETBACK LINE.

SURVEYOR
MARK A. POWERS, PLS 1701
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCONOMOWOC, WI. 53066
(262)569-9331

OWNER/SUBDIVIDER
DALE BERGMAN
155 E. CAPITOL DRIVE
HARTLAND, WI. 53029

- LEGEND**
- - CONC MON W/ BRASS CAP
 - - 1.25" DIA. IRON PIPE FOUND
 - ⊙ - 2.0" DIA. IRON PIPE FOUND
 - ⊕ - EXISTING SANITARY MANHOLE
 - 961.5 - PROPOSED STREET ELEVATION



I, MARK A. POWERS, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.

LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE STREET, SUITE 105
OCONOMOWOC, WI. 53066
PHONE : (262)569-9331 FAX : (262)569-9316

REVISION DATE	COMMENTS

PRELIMINARY PLAT OF
HAWKS HAVEN

SCALE : 1" = 60'
PROJECT NO. : 15-2823
DRAFTED BY : M.A.P. DATE : JULY, 2015
CHECKED BY : M.A.P. SHEET NUMBER : 1 OF 1

MEMO

TO: David E. Cox, Village Administrator
FROM: Michael Einweck, Director of Public Works
DATE: September 24, 2015
SUBJECT: 2015 Crack Sealing Program

As part of our normal roadway maintenance efforts, we are crack sealing certain streets in an effort to increase their pavement life. This process is performed every year on streets at a certain point in their life cycle, usually 3 to 4 years after street is paved with a touch up at 7 to 8 years.

This year we received proposals from three companies to perform the work (please see attached bid tab). Staff had prepared a specification and a proposal package requiring proposals to be submitted by September 24th at 2pm.

The low proposal was submitted by Precision Sealcoating Inc. from Princeton, WI with a proposal for performing crack filling at a cost of \$1.40625 per pound with 32,000 pounds installed for a total cost of \$45,000.00. This is less than the cost per pound that the Village paid last year. This is a very reasonable proposal considering the recent increases in material prices. Precision Sealcoating Inc. has not worked for the Village previously, but a check of other municipalities has indicated that they have done very good work them.

It is staff's recommendation that we accept the 2015 Crack Sealing Proposal from Precision Sealcoating Inc. in the total amount of \$45,000.00. Please place this on the Village Board agenda for consideration.

Attachment

cc: Darlene Igl, Village Clerk
Michael Gerszewski, DPW Operations Supervisor

2015 Crack Sealing Plan Holders List

Bid Tab

Amount 32,000 lbs

<u>Company</u>	<u>e-mail address</u>	<u>Fax number</u>	<u>BID (\$/pound)</u>	<u>TOTAL BID</u>
Crack Filling Service	lherrling@aol.com			
ISQ FT	emills@ISQFT.com			
Precision Sealcoating		920-295-6709	\$1.40625	\$45,000.00
Fahrner Asphalt	Joe.Bass@fahrnerasphalt.com		\$1.92	\$61,440.00
American Pavement	jthompson@ameripavement.com			
Interstate Sealant	sleppert@interstate Sealant.com			
Asphalt Services	kempkeng@yahoo.com		\$1.74	\$55,680.00
Superior Sealers LLC	rob@superiorsealersllc.com			

MEMO

TO: David E. Cox, Village Administrator
FROM: Michael Einweck, Director of Public Works
DATE: September 24, 2015
SUBJECT: Windrush Subdivision
Proposed Change in Traffic Control

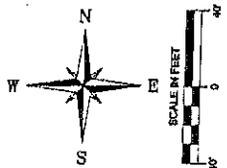
As construction is progressing on the Windrush Subdivision, staff has been reviewing the proposed intersection traffic control with our Police Department. Originally, a three-way stop condition was proposed at the intersection of Whistling Hill Circle, Spring Valley Road and Upland Court (please see attached). Since the extension of Spring Valley Road to the west is not eminent and the through movement will mainly be north/south, staff would propose to make this intersection a two-way stop. This change would eliminate the stop sign for Upland Court. We have contacted Mr. John Siepmann of Sunrise Development, LLC, and he has no concerns regarding the proposed change.

Staff recommends that the intersection of Whistling Hill Circle, Spring Valley Road and Upland Court be a two-way stop for Spring Valley Road and the east leg of Whistling Hill Circle.

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

Attachment

cc: Darlene Igl, Village Clerk
Mike Gerszewski, DPW Operations Supervisor



LEGEND

- ONE MAILBOX
- TWO MAILBOXES
- THREE MAILBOXES
- LIGHTPOLE
- HYDRANT
- CATCH BASIN

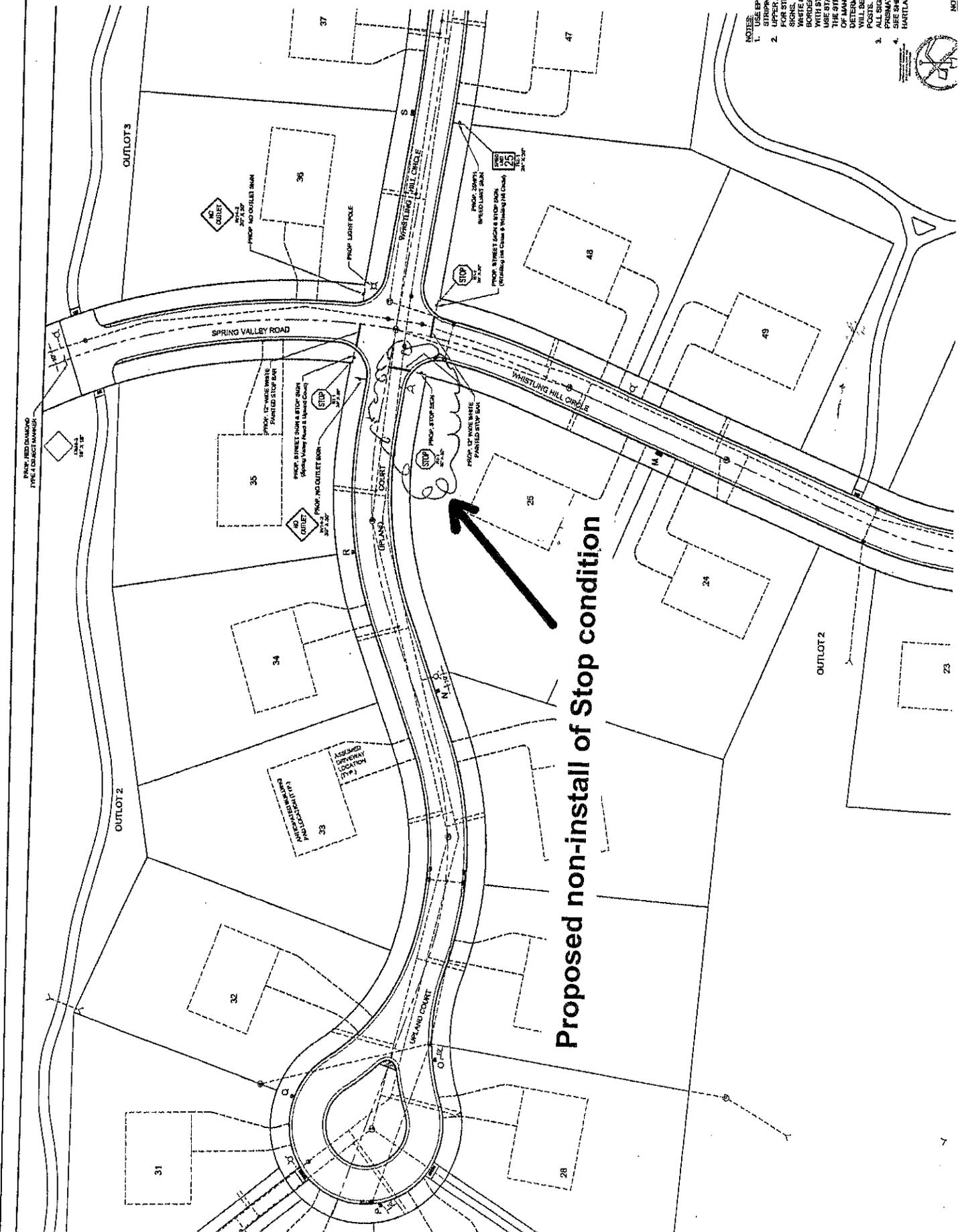
MAILBOX LEGEND

- A LOTS 1-3
- B LOTS 3-4-56
- C LOTS 5-6-55
- D LOTS 7-8-53-54
- E LOTS 9-52
- F LOTS 10-11-51
- G LOTS 12-13
- H LOTS 14-15
- I LOTS 16-17
- J LOTS 18-19
- K LOTS 20-21
- L LOTS 22-23-50
- M LOTS 24-25-40-48
- N LOTS 26-33
- O LOTS 27-28
- P LOTS 29-30
- Q LOTS 31-32
- R LOTS 34-35
- S LOTS 36-37-47
- T LOTS 38-45
- U LOTS 40-41-44
- V LOTS 42-43
- W LOTS 42-43

- NOTES:**
- USE EPOXY PAINT FOR PAVEMENT MARKINGS.
 - UPPER AND LOWER CASE LETTERS FOR STREET NAMES ON STREET SIGNS. (P' LETTERS ON W BLADE. WRITE ON GREEN WITH A WHITE BACKGROUND. USE STANDARD VILLAGE POSTS FOR THE STREET SIGNS. R' AT THE TIME OF MANUFACTURING OF THE SIGN, IT IS ASSUMED THAT DOUBLE POSTS WILL BE NEEDED, INSTALL DOUBLE POSTS.
 - ALL SIGNS SHALL BE HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING. USE SHEET 47A FOR VILLAGE OF HARTLAND POST DETAILS.



NOTE: The location and size of the



Proposed non-install of Stop condition



September 24, 2015

Village of Hartland
Attention: David Cox
210 Cottonwood Ave.
Hartland, WI 53029

RE: Business Unit # 840323
Site Name MIL-ECC-77

Dear Mr. Cox:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Milwaukee MPL Tower Holdings, LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") and Village of Hartland ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated May 23, 1996, as may be amended ("Lease") for property located in Hartland, Waukesha County, WI ("Property").

For and in consideration of Fifty Dollars (\$50.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section 2.2 that there is one (1) remaining renewal term of five (5) years. That Lease section will be amended to provide that the remaining term of the Lease will be Seven (7) renewal terms of Five (5) years each. The new final Lease expiration date will be May 31, 2051.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

2a. On June 1, 2016 rent shall increase to Seventeen Thousand and No/100 Dollars (\$17,000.00) per year. Following such increase, the annual rent shall continue to adjust pursuant to the terms of the Lease.

2b. Commencing on June 1, 2021 and every five (5) years thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to 15% of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.

3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Lessor will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor will appoint Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf.

4. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

5. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

7. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

8. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Lessor:

Lessee:

Village of Hartland

Milwaukee MPL Tower Holdings, LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact

By: NOT FOR EXECUTION

By: NOT FOR EXECUTION

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE FOUR WINDS WEST SUBDIVISION
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF HARTLAND
AND
FOUR WINDS WEST DEVELOPMENT, LLC

[MONTH DATE, 2015]

TABLE OF CONTENTS

1	Contents	
2	RECITALS.....	1
3	Section I. Improvements.	2
4	A. Streets.....	2
5	B. Sanitary Sewer.....	3
6	C. Water.....	3
7	D. Storm/Surface Water System & Site Grading.....	4
8	E. Site Clearing/Restoration.....	5
9	F. Landscaping and Erosion Control.....	5
10	G. Street Signs, Pavement Markings and Street Lights.....	6
11	H. Hazardous Substances.....	6
12	I. Pathways.....	6
13	J. Street Trees.....	7
14	Section II. Dedication.....	8
15	Section III. Building/Occupancy Permits.....	9
16	Section IV. Miscellaneous Requirements and Provisions.....	9
17	A. Survey Monuments.....	9
18	B. Outside Irrigation.....	9
19	C. Declaration of Restrictions and Homeowner's Association.....	9
20	D. Grade.....	9
21	E. Underground Utilities.....	10
22	F. Manner of Performance.....	10
23	G. Permits.....	10
24	H. Locations.....	10
25	I. Sanitary Sewer Lift Station.....	10
26	J. Developer Disclosure to Buyers.....	11
27	Section V. Time.....	12

28	Section VI. Payment of Village Fees.	12
29	Section VII. Security for Payment and Performance of Developer’s Obligations	13
30	A. Security Required.....	13
31	B. Form of Security.....	13
32	C. Maintenance of Security.....	14
33	D. Reduction of Security Upon Partial Completion.....	14
34	E. Release of Security Upon Completion.	15
35	F. Return of Excess Proceeds After Default	15
36	Section VIII. Guarantee of Improvements.	16
37	A. Guarantee.	16
38	B. Guarantee Security	16
39	C. Obligation to Repair.	16
40	D. Notice of Repair.	16
41	E. Maintenance Prior to Acceptance.....	17
42	Section IX. Method of Improvement.	17
43	Section X. Zoning.	17
44	Section XI. Indemnification and Insurance.....	17
45	A. Indemnification.	17
46	B. Insurance.	18
47	C. Proof of Insurance Coverage for Village.....	18
48	D. No Limit on Liability.	19
49	Section XII. Agreement for Benefit of Purchasers.....	19
50	Section XIII. General Conditions and Regulations.	19
51	Section XIV. Assignment.....	19
52	Section XV. Amendments.	19
53	Section XVI. Exculpation of Village Elected Officials in Personal Capacity.....	20
54	Section XVII. [RESERVED].	20
55	Section XVIII. Miscellaneous Provisions	20
56		

57 THE FOUR WINDS WEST SUBDIVISION

58 DEVELOPMENT AGREEMENT

59
60 THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the ____ day of
61 _____ 2015, by and between FOUR WINDS WEST DEVELOPMENT, LLC, a
62 Wisconsin Limited Liability Corporation, (the "Developer") and the VILLAGE OF
63 HARTLAND, a Wisconsin Municipality, (the "Village").

64 RECITALS

- 65 A. Developer is the owner of approximately 52 acres of real property located in the Village of
66 Hartland, Waukesha County, Wisconsin and legally described on Exhibit A attached hereto
67 (the "Site") and desires to develop it for single-family residential purposes (the "Project").
68
- 69 B. Developer desires to develop 47 single-family residences in one (1) phase as depicted on
70 Exhibit B1 (Site Plan).
71
- 72 C. The Site has been rezoned from A-1 Agricultural/Holding to RS-1 Single Family Residential
73 District to permit the proposed residential use.
74
- 75 D. The Developer submitted a proposed Preliminary Plat for development of the Project within
76 the Village of Hartland, which was considered by the Plan Commission and recommended
77 for approval as amended on March 16, 2015 subject to representations made during the
78 consideration process by the Developer, final approval of the engineering by Village Staff,
79 and execution of this Development Agreement.
80
- 81 E. Developer submitted for approval by the Village the amended Preliminary Plat for the Site, a
82 copy of which is attached hereto as Exhibit B (the "Preliminary Plat"), and said Preliminary
83 Plat was approved by the Board of Trustees on March 23, 2015 subject to the conditions
84 enumerated by the Plan Commission and by the Village Board.
85
- 86 F. Developer will submit for approval by the Village a Final Plat for the Site in substantial
87 conformance with the approved Preliminary Plat and reflecting final engineering of the Site
88 and said Final Plat will be considered by the Board of Trustees in accordance with State Law.
89
- 90 G. The Village of Hartland is requiring that, as conditions of its approval of development on the
91 Site, Developer must make and install all public improvements necessary to service the
92 development of the Site and that the acceptance of the dedication of all public improvements

93 shall be contingent upon the construction of said improvements according to applicable State
94 and municipal specifications and ordinances.

95

96 H. The Village Board has duly approved Developer's plans and specifications for the Project,
97 conditioned upon Developer's entry into this Agreement.

98

99 I. Developer agrees to develop the Site as herein described in strict accordance with this
100 Agreement.

101 NOW, THEREFORE, in consideration of the future granting of final approval of the Final Plat
102 for the Site by the Village, the covenants of the Village set forth herein, and other good and
103 valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer
104 does hereby agree to develop the Site as follows:

105 Section I. Improvements.

106 Developer shall prepare the Site and construct the improvements on and off the Site described
107 below (all at Developer's sole expense) in accordance with the Final Plat and the plans and
108 specifications attached to this Agreement as exhibits ("Project").

109 A. Streets.

110 1. Developer shall, at its sole expense, grade, construct and surface public streets on and off
111 of the Site as shown on and in accordance with the plans and specifications set forth on
112 Exhibit C. The Village acknowledges that there is a road dedication running north/south
113 of Four Winds Court which is anticipated to serve potential future development to the
114 north. This portion of the public road system shall not be required to be constructed,
115 shall be grass covered and shall be maintained by the abutting property owners. Note to
116 that effect shall be incorporated in both the Deed Restrictions and the Final Plat of the
117 Site.

118 2. Developer shall dedicate and the Village shall accept any public streets on the Site upon
119 approved completion of the second lift of asphalt on such streets as approved by the
120 Village Engineer and DPW Director. Said second lift of asphalt shall be installed within
121 fourteen (14) months after installation of the first lift of asphalt unless an extension is
122 authorized by the Village Engineer and DPW Director at their discretion. The Village
123 may at its sole discretion and to the extent feasible, perform snow and ice removal on
124 undedicated public streets after the first lift of asphalt has been installed, including
125 installation of interim inlets and asphalt wedges at the curb/gutter line and around
126 manholes and other infrastructure protrusions in the roadway, and an occupied residence
127 is located in the subdivision. The Developer shall otherwise be responsible for snow and
128 ice removal activities from undedicated street(s) and to provide access within the Site for

129 public safety and utility purposes to the extent not carried by the Village until there has
130 been an acceptance of all Site street dedications.

131 3. Developer shall be responsible for obtaining permission from the Waukesha County
132 Department of Transportation for improvements, if any, to be made to CTH "E" under
133 this Agreement and for obtaining approval and acceptance by Waukesha County for
134 improvements actually made.

135 4. Developer shall construct and surface the public streets called for under this Section in
136 one (1) phase as shown on Exhibit C.

137

138 B. Sanitary Sewer.

139 1. Developer shall, at its sole expense, construct, install, and provide a complete sanitary
140 sewage collection system throughout the entire Site and perform in accordance with the
141 plans and specifications set forth on Exhibit C and at no cost to the Village. The
142 construction of the sanitary sewer system required hereunder shall be constructed so as to
143 fully service the Project.

144 2. Subject to the provisions of Sections I. B. 3, 4 and 5, Section II and Section IV I. of this
145 Agreement and upon completion of the sanitary sewage collection system serving the Site
146 in accordance with the plans and specifications set forth on Exhibit C, Developer shall
147 dedicate and the Village may accept and allow such system to be connected to the
148 existing Village sewage collection system.

149 3. The Village Board has no obligation to accept dedication of any component of any sewer
150 improvements or to allow the improvements to be connected to the existing Village
151 sewage collection system until the applicable components of the sanitary sewer have been
152 installed in accordance with plans and specifications approved and accepted by the
153 Village as set out in Exhibit C. At its sole expense, Developer shall clean and televise the
154 sewer system prior to its connection to the Village sanitary sewer system and shall
155 provide a written report and DVD copy of the televised inspection thereof.

156 4. No occupancy permits shall be processed or issued until the sanitary sewer collection
157 system servicing the Site has been dedicated to, and accepted by, the Village.

158

159 C. Water.

160 1. Developer shall, at its sole expense construct, install, furnish, and provide a completed
161 system of water distribution throughout the entire Project, in accordance with the plans
162 and specifications attached hereto as Exhibit C and including such provisions for
163 connection to future development or expansion of the water system as deemed necessary
164 by the Village. The construction of the municipal water system required hereunder shall
165 be conducted so as to fully service the Project.

166 2. Upon completion of the water system serving the Site in accordance with the plans and
167 specifications set forth in Exhibit C, Developer shall dedicate, and the Village shall

168 accept, such segment of the water system and, subject to the terms of this Agreement,
169 allow connection to the Village water system.

- 170 3. The Village Board has no obligation to accept any component of the water distribution
171 system until the applicable component of the water distribution system has been
172 inspected by the Village Engineer and DPW Director and is determined to be installed in
173 accordance with plans and specifications approved by the Village.
174 4. No occupancy permits shall be processed or issued until the water distribution system
175 servicing the Site has been dedicated to, and accepted by, the Village.
176

177 D. Storm/Surface Water System & Site Grading.

- 178 1. Developer shall, at its sole expense, construct, install, furnish, and provide facilities for
179 storm and surface water drainage servicing the Site in accordance with the plans and
180 specifications set forth on Exhibit C.
181 2. The Village Board shall have no obligation to accept the dedication of the storm/surface
182 water system until the system has been inspected by the Village Engineer/DPW Director
183 and installed in accordance with plans and specifications approved by the Village as set
184 out in Exhibit C.
185 3. Developer shall, at its sole expense, furnish one set of reproducible "as built" plans for
186 the storm/surface water system including ponds and channel grades. Reproducible plans
187 shall be provided on Mylar or another similar media acceptable to the Village Engineer
188 and to the Director of Public Works together with an electronic file copy of said plans
189 compatible with the Village's GIS software prior to Village acceptance of dedication.
190 Electronic plans provided hereunder shall include GPS locations for manholes, inlets, and
191 other structures.
192 4. Developer and the Homeowners Association for the Site provided for in Section IV. C. of
193 this Agreement shall be jointly and severally responsible for the maintenance of all
194 detention and retention basins and private storm sewer as shown on Exhibit C both before
195 and after completion of said facilities. This includes the responsibility for routinely
196 conducting all dredging and cleaning of detention and retention basins and private storm
197 sewer to assure that they perform adequately. This responsibility shall be recorded in a
198 Storm Water Management Facility Maintenance Agreement with respect to the Site in the
199 form attached hereto as Exhibit D. Developer may, at Developer's sole option, transfer
200 its maintenance obligations for the detention and retention basins to the Homeowners
201 Association at any time after more than twenty-five (25) lots have been improved with
202 single-family homes and occupied and thereby may be released from all individual
203 obligations under this paragraph provided the Homeowners Association, of which the
204 Developer, as a lot owner, is a member, has been established and is functioning in the
205 normal course of business. In any event, Developer's (but not the Homeowners
206 Association's) obligations under this paragraph shall cease without further action upon
207 the termination of all of Developer's fee simple interests in title to all lots provided the

208 Homeowners Association has been established and is functioning in the normal course of
209 business.

210 5. Developer shall, at its sole expense, grade the Site in accordance with the final Master
211 Grading plans and specifications set forth on Exhibit C. Developer will be allowed to
212 deviate up to 6 inches from the Master Grading plans upon completion of interim Site
213 grading for the interior portions of individual lots. Developer shall be required to
214 complete elements of the Master Grading plans related to surface water drainage for
215 individual lots and for the entirety of all Outlots and Right of Way areas prior to
216 acceptance of improvements by the Village. Individual lot owners shall be required to
217 submit a lot grading plan in compliance with the final Master Grading plans and
218 specifications at the time of permitting to the Developer and the Village Engineer or
219 Building Inspector for their respective approval and shall implement the approved lot
220 grading plan prior to occupancy.

221

222 E. Site Clearing/Restoration.

- 223 1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree
224 trunks, and shrubs, and all rubbish currently located on the Site in accordance with all
225 applicable State, Federal and municipal codes and ordinances.
- 226 2. Developer shall not destroy or remove any live vegetation nor conduct any grading,
227 filling or other construction related activities within the environmental corridor and
228 wetland as may be set out on the Final Plat except as set forth in the finally approved
229 plans and specifications and under any required issued DNR permit.
- 230 3. Developer shall be responsible for compliance with all applicable provisions of Chapter
231 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement
232 of trees including, but not limited to submission of a tree protection plan and obtaining of
233 a tree permit prior to start of work on the Site.
- 234 4. Developer shall lawfully abandon any existing private well and septic system, if any, and,
235 thereafter, establish no private wells or septic systems on the Site.

236

237 F. Landscaping and Erosion Control.

- 238 1. Developer, and all its agents, contractors and subcontractors shall grade, seed and
239 otherwise landscape the Site in strict compliance with the plans and specifications set
240 forth on Exhibit CE, and shall at all times remain in compliance with all applicable
241 municipal and state erosion control restrictions and requirements. Developer shall
242 complete required erosion control inspections and reports in accordance with the erosion
243 control permit standards. Developer shall be responsible for costs of periodic compliance
244 inspections of erosion control facilities that will be conducted by the Village Engineer or
245 his designee.
- 246 2. If any erosion control facilities (including but not limited to bales, silt fence and berms)
247 are washed out or otherwise rendered ineffective as determined by the Village Engineer

248 or DPW Director or Building Inspector, Developer shall repair or replace said facilities
249 within 48 hours of being so notified in writing by the Village Engineer or DPW Director
250 or Building Inspector. If Developer fails to repair or replace said facilities within 48
251 hours of being so notified by the Village Engineer or DPW Director or Building Inspector
252 the Village may, but is not required to repair or replace such facilities and charge 125%
253 percent of all costs incurred by the Village in so reinstalling said facilities to Developer.
254 The Village may collect this amount from any amounts payable to Developer that the
255 Village is holding pursuant to this Agreement.

- 256 3. Developer shall, simultaneous with the execution of this Agreement, provide the Village
257 a temporary access easement to the Village in the form attached hereto and incorporated
258 by reference as Exhibit F to permit repair or replacement of said facilities in the event of
259 a default by Developer.

260
261 G. Street Signs, Pavement Markings and Street Lights.

- 262 1. Developer shall provide and install (subject to Village approval) all signs and pavement
263 markings as specified in Exhibit C.
264 2. Developer shall also provide and install streetlights for the Site as specified in Exhibit C
265 at no cost to the Village utilizing lights available from WE Energies as approved by the
266 Village DPW Director. Streetlights shall become the property of Wisconsin Energy
267 Corporation. Thereafter, all repairs, maintenance, operation and replacement shall be
268 performed by Wisconsin Energy Corporation.
269 3. Following installation of streetlights by Developer and acceptance of the installation by
270 the Village with other infrastructure, operational and electrical expenses shall be paid for
271 by the Village.

272
273 H. Hazardous Substances.

274 Developer hereby represents and warrants to the Village that Developer has conducted a
275 Phase I environmental assessment of the Site, the resulting report for which is attached as
276 Exhibit G, and that Developer has no knowledge of, nor reason to believe that, any
277 "hazardous substances" as defined in U.S.C. § 9601 or listed in Chapter 40 of the Code of
278 Federal Regulations nor any petroleum, crude oil, natural gas or other petroleum product are
279 currently present on the Site. If, during the course of carrying out its obligations under this
280 Agreement, Developer acquires information indicating the possible existence of a hazardous
281 substance or petroleum product on the Site, Developer shall immediately notify the Village
282 Engineer/DPW Director of this information and be responsible for appropriate removal and
283 cleanup.

284
285 I. Pathways/Sidewalks.

- 286 1. Developer shall provide, install and pave in accordance with Village specifications
287 sidewalk on one side of all improved streets as specified in Exhibit C. Sidewalks shall be

288 subject to the same dedication standards as outlined for Streets in Section I. A. herein and
289 shall be dedicated at the same time as the Streets.

- 290 2. Developer shall provide, install and pave with asphalt all onsite and offsite pathways as
291 specified in Exhibit C. Developer shall grant on the Final Plat a permanent access
292 easement to the general public for unrestricted passage and enjoyment as described in
293 Exhibit H – Public Access Easement.
- 294 3. Although asphalt paved pathways constructed by Developer shall be accessible by the
295 general public, maintenance of all pathways in a condition that meets standards
296 prescribed by the Village from time to time shall be the responsibility of the Homeowners
297 Association.
- 298 4. Paved pathways accessible to the general public, including paved pathways used for
299 emergency access to the subdivision, shall be maintained year-round including winter
300 maintenance performed in compliance with the Village Code requirements for snow and
301 ice removal and control on public sidewalks. Other pathways or trails not intended for
302 use by the general public may be maintained during winter at the discretion of the
303 Homeowners Association.
- 304 5. At the time of entry into this Agreement, Developer shall grant the Village and its agents
305 or subcontractors a permanent easement to access said pathways and repair/maintain
306 them at the Village’s sole option in the event of default by the responsible party in the
307 maintenance thereof in the form attached hereto as Exhibit I. Any repair or maintenance
308 performed by the Village hereunder shall be assessed against all subdivision property
309 owners as a special charge pursuant to the Wisconsin Statutes.

310
311 J. Street Trees.

- 312 1. Developer has provided a plan for the installation of street trees as shown in the Street
313 Tree Plan set forth in the attached Exhibit E, which plan shall be in compliance with all
314 applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to trees.
- 315 2. Upon application for a building permit for a given lot, the homeowner, homeowner’s
316 representative or builder shall pay to the Village the cost of providing and planting trees
317 as required by the Village Code and as identified on the Street Tree Plan as such cost is
318 determined by the Village. The Village will provide for the installation of street trees
319 adjacent to completed houses in accordance with Exhibit E for which the fees as provided
320 in this section J. (2.) have been paid during the next planting season after occupancy is
321 granted for a given house.

322 3.

323 K. As Built Drawings

324 Developer shall, at its sole expense, furnish one set of reproducible “as built” plans for the
325 Project improvements described in this Section I including the final location and elevation of
326 the various improvements as required by the Village Engineer and/or Public Works Director
327 including, but not limited to roads, sanitary sewer facilities, water facilities, storm water

328 facilities, sidewalks/paths, street signs, street lights and street trees. Reproducible plans shall
329 be provided on Mylar or another similar media acceptable to the Village Engineer and to the
330 Director of Public Works together with an electronic file copy of said plans compatible with
331 the Village's GIS software prior to Village acceptance of dedication. Electronic plans
332 provided hereunder shall include GPS locations for manholes, valves and other included
333 items at a fixed location. Electronic plans provided hereunder shall also include size and
334 species for all street trees.
335

336 Section II. Dedication.

- 337 A. Subject to all of the other provisions of this Agreement and the exhibits attached, Developer
338 shall, without charge to the Village, upon completion of all public improvements on the Site
339 described as such in the Final Plat and in accordance with any plans and specifications
340 attached hereto as exhibits, unconditionally give, grant, convey and fully dedicate the same to
341 the Village, its successors and assigns, forever, free and clear of all encumbrances whatever,
342 together with, including, without limitation, all buildings, structures, mains, conduits, pipes,
343 lines, machinery, equipment and appurtenances which may in any way be a part of such
344 public improvements and together with any and all necessary easements for access thereto.
345 Developer shall obtain title insurance to insure the transfer of ownership in portions of the
346 Site that are dedicated to the Village. Developer shall also pay, when due, all transfer taxes
347 that arise as a result from said dedications.
348
- 349 B. Developer shall notify the Village, in writing when any public improvement described as
350 such in the applicable Final Plat and on the attached exhibits is complete in accordance with
351 the plans and specifications attached hereto as exhibits. Within fourteen (14) days of the date
352 of such notice, the Village Engineer and DPW Director shall inspect and/or re-inspect as
353 necessary any public improvements described in Developer's notice and prepare and deliver
354 to Developer a written punch list of repairs necessary to bring such public improvement into
355 conformance with the Final Plat and the applicable plans and specifications. Upon
356 Developer's written notice to the Village Engineer and DPW Director that all punch list
357 repairs for any such public improvement are complete, and following satisfactory completion
358 of any applicable re-inspection, the Village shall, subject to the re-inspection and approval of
359 the Village Engineer and DPW Director, by separate resolution, accept the dedication of such
360 public improvement.
361
- 362 C. Simultaneous with the acceptance by the Village of any sanitary sewer, water or
363 storm/surface water improvement on the Site, Developer shall, at its sole expense, furnish
364 one set of reproducible "as built" plans of such public improvement. Reproducible plans
365 shall be provided on Mylar or another similar media acceptable to the Village Engineer and
366 to the Director of Public Works together with an electronic file copy of said plans compatible

367 with the Village's GIS software prior to Village acceptance of dedication. Electronic plans
368 provided hereunder shall include GPS locations for manholes, inlets, valves and other
369 structures.

370 Section III. Building/Occupancy Permits.

- 371 A. No building permits will be processed or issued for the Site until the first lift of asphalt has
372 been installed on necessary public streets, said first lift has been approved by the Village
373 Engineer and DPW Director, and the underlying utilities (including gas, electric, telephone,
374 cable television and any other installation that would otherwise require opening the asphalt),
375 storm water drainage, water and sanitary sewer improvements are constructed, inspected (and
376 re-inspected as necessary) and approved by the Village Engineer and DPW Director.
377
- 378 B. The Village will have no obligation to process or to issue Occupancy Permits for any
379 building until all utilities for the Site have been completed, dedicated and accepted by the
380 Village (acceptance of which shall not be unreasonably delayed or deferred) and the first lift
381 of asphalt for all streets have been installed.

382 Section IV. Miscellaneous Requirements and Provisions.

- 383 A. Survey Monuments. Developer agrees to properly place all survey or other monuments
384 required by applicable state statute or municipal ordinance, and further agrees to permanently
385 monument the boundaries of the environmental corridor (constituting either wetlands or other
386 environmental corridor) by placing monuments that comply with the specifications set out in
387 Chapter 236, Wis. Stats., at every point where a lot boundary line intersects the
388 environmental corridor and at the mid-point of the environmental corridor boundary within
389 each lot and at any change in direction of the boundary lines.
390
- 391 B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and
392 Homeowner's Association, as required below, a provision indicating that the use of water for
393 purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as
394 otherwise directed by the Village of Hartland from time to time.
395
- 396 C. Declaration of Restrictions and Homeowner's Association. Developer hereby agrees to
397 execute and record a Declaration of Restrictions and Homeowners' Association with respect
398 to the Site in the form of Exhibit J attached hereto. No occupancy permits shall be granted
399 until both the Declaration of Restrictions has been approved by the Village and recorded and
400 the Homeowners' Association incorporated.
401
- 402 D. Grade. Exhibit C sets out maximum yard grade elevations that shall be required on the Site.
403 One set of an as-built version of Exhibit C shall be provided by the Developer, at its sole

404 expense, in a Mylar reproducible format and in electronic format compatible with the
405 Village's GIS software, to the Village prior to the dedication of the public streets.

406
407 E. Underground Utilities. All new electrical, telephone, gas and cable television utilities and
408 services on the Site shall be buried underground in accordance with Chapter 50 of the
409 Municipal Code of the Village of Hartland. Coordination of installation of such utilities and
410 services shall be the responsibility of Developer.

411
412 F. Manner of Performance. Developer shall cause all construction called for by this Agreement
413 to be carried out and performed in a good and workmanlike manner.

414
415 G. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and
416 approvals from all governmental authorities with jurisdiction over the Site, including, but not
417 limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control
418 Commission, and Department of Natural Resources, when required prior to the start of
419 construction, demolition or hazardous waste abatement with respect to the applicable portion
420 of the Site work. Developer or the Purchaser of individual lots shall be solely responsible for
421 paying, at the time of building permit application, all applicable sewer or water connection
422 fees pertaining to connection of such utilities servicing the Project which are customarily and
423 uniformly assessed.

424
425 H. Locations. The parties agree that the locations of existing Village water, sanitary sewer and
426 storm sewer facilities as indicated on Exhibit C are approximate locations only. It is
427 Developer's sole responsibility to definitively locate all such Village facilities in the field,
428 and the Village bears no liability if any of said facilities are not located where indicated in
429 the documents described in this subsection.

430
431 I. Sanitary Sewer Lift Station. The Developer shall construct a sanitary sewer lift station on the
432 Site pursuant to the specifications and approval of the Village Engineer and DPW Director.
433 Said sanitary sewer lift station shall be dedicated to the Village of Hartland in the same way
434 that other sanitary sewer facilities are dedicated, except that prior to acceptance of the
435 dedication, Developer shall deposit with the Village funds to offset the initial years of the
436 required Maintenance, Operation and possible replacement payments for the lift station. The
437 initial deposit made by Developer to the Village shall be fifty thousand dollars (\$50,000).
438 Upon dedication and acceptance by the Village, said lift station shall be owned, operated and
439 replaced by the Village of Hartland at the sole expense of the Developer and the
440 Homeowners Association. Developer shall be responsible for the fees and payments
441 attributable to all lots within the development prior to the Homeowners Association taking
442 over full responsibility for the payment of fees attributable to all lots. The initial deposit may
443 be used to fund such responsibility. The Homeowners Association shall take over

444 responsibility for payment of any costs related to the operation, maintenance and replacement
445 of the lift station once the Developer has sold thirty-six (36) lots in the subdivision provided
446 the Homeowners Association has been established and is functioning in the normal course of
447 business, thereupon the Homeowners Association shall make payment to the Village of
448 Hartland within forty-five (45) days of receiving an invoice from the Village of Hartland for
449 such payment; provided, however, prior to making a payment the initial deposit shall be
450 utilized to fund all of such invoiced cost. It is anticipated that an invoice will be issued
451 annually in August for the following year (January to December) of operation, maintenance
452 or replacement costs with payment due in September. Said invoice shall consist of costs for
453 annual maintenance and operation and replacement. The annual invoice issued by the
454 Village shall include an adjustment for any difference between the previous year's invoice
455 for annual maintenance and operation and the actual expenses for said maintenance and
456 operation. On a regular basis, but not less frequently than once every five years, the Village
457 will evaluate the expected cost for replacement of the mechanical systems and other
458 functioning features of the lift station and for rehabilitation of the major building components
459 and the funds held for such purpose and will adjust the portion of the annual invoice
460 attributed to said purpose accordingly in an attempt to avoid excessively disproportionate
461 increases in the invoiced amounts in any given year. As provided here and in accordance
462 with Section 66.0627 of the Wisconsin Statutes, in the event that the Developer or the
463 Homeowners Association fails to pay costs related to operation, maintenance or replacement
464 of the lift station, a Special Charge will be imposed upon the owner(s) of each lot within the
465 subdivision. The Village of Hartland shall provide notice of a Special Charge for any unpaid
466 balance attributable to the maintenance, operation or replacement of the lift station via the
467 address where the annual tax bill is sent for each lot. Property owners notified of a Special
468 Charge being imposed against their property shall have the opportunity to attend a hearing
469 with the appropriate Village officials to be heard on the reasonableness of the Special
470 Charge. In accordance with Wis. Stat. § 66.0627(4), if a Special Charge is not paid within
471 the time mandated by the Village of Hartland, the Special Charge shall be deemed
472 delinquent. A delinquent Special Charge shall become a lien on the lot against which it is
473 imposed as of the date of delinquency. The delinquent Special Charge shall be included in
474 the current or next tax roll for collection and settlement under Wis. Stats. Ch. 74.
475 Notwithstanding any provision to the contrary, this section IV. (I.) shall survive the
476 termination of this Agreement. This provision, section IV. (I.), shall be noted on the final plat
477 that is recorded for the Four Winds West Subdivision and in the recorded Deed Restrictions
478 for the subdivision.

479
480 J. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior to
481 executing a contract for sale/purchase of a given lot anticipated future expenses of buyer
482 related to developer and lot owner obligations in this Agreement including payment of

483 impact fees, connection charges, RSAC, street tree installation, potential Special Charge and
484 other applicable items.

485 Section V. Time.

486 A. Provided that the Village grants approval to commence, within fifteen (15) business days
487 from the request by Developer, following the execution and recording of the Final Plan,
488 Declaration of Restrictions and this Agreement and its Exhibits, Developer shall complete
489 the following aspects of said improvements on the Site for the Project, all in compliance with
490 the requirements of this Agreement, on or before the following dates:

- 491 1. Completion of installation of the first lift of asphalt on the public streets serving the
492 Project pursuant to Exhibit C on or before October 31, 2016 unless extended by the
493 Village Board upon recommendation of the DPW Director and Village Engineer.
- 494 2. Installation of sanitary sewage collection and water distribution systems servicing the
495 Site pursuant to Exhibit C on or before October 31, 2016.
- 496 3. Completion of storm/surface water drainage facilities servicing the Site as specified in
497 Exhibit C on or before October 31, 2016.

498
499 B. Except as set forth in subsection C below, time is of the essence as to all deadlines set forth
500 in this section. Upon failure of Developer to meet one or more deadlines specified in this
501 section, Village may (but is not required to) complete that aspect of the project and charge
502 Developer 125 percent (125%) of the actual costs incurred by Village in so completing that
503 aspect of the project. Village may draw upon the security provided in this Agreement for the
504 payment of said charges against Developer.

505
506 C. If delay in completion of any public improvements on the Site described in this Agreement is
507 caused or contributed to by act, omission, misconduct or neglect of the Village or those
508 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,
509 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action
510 of public utilities or of local, state or federal governments affecting the work or other causes
511 beyond Developer's reasonable control, then the time of completion of such public
512 improvements shall be extended for the additional time caused by such delay.

513 Section VI. Payment of Village Fees.

514 Developer agrees to provide to the Village the following:

- 515 1. Developer and Village acknowledge that the Village has caused a needs assessment study
516 to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an
517 ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and
518 facilities. The Parties acknowledge that the ultimate occupants of the Site will likely
519 utilize these Village services and facilities and that the impact fees imposed by Village

520 Ordinances are necessary to pay for the capital costs of the facilities in order to
521 accommodate land development. Accordingly, Developer represents and warrants that it
522 will pay or cause the lot owner to make concurrent payment to the Village impact fees in
523 the then current amount in accordance with the Village Code upon application for
524 building permits.

- 525 2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the
526 Village, in cash or check, equal to 2 ½% percent of the cost of the required public
527 improvements referenced herein at the time of execution of this Agreement. The deposit
528 amount is ~~XXXXXX~~60,000. Developer shall be responsible for actual inspection costs
529 and fees incurred by the Village which shall first be deducted from such deposit.
- 530 3. Developer shall, in cash or check, continue to maintain an escrow balance with the
531 Village of Hartland through which the Village will reimburse itself for legal,
532 administrative, engineering and fiscal expenses paid by the Village on behalf of the
533 project. From time to time during the development process, after said escrow deposit is
534 diminished by expenses incurred or to be incurred by the Village, the Village may require
535 additional funds to be deposited into the escrow, which additional funds shall be paid
536 within 30 days after written demand.
- 537 4. Developer acknowledges that sanitary sewer service to individual lots within the Site is
538 subject to payment of both a Connection Charge under Section 86-276 of the Village
539 Code and a Regional Sewer Availability Charge ("RSAC") under Section 86-277 of the
540 Village Code of Ordinances as those sections and fees may be adjusted from time to time.
541 Developer represents and warrants that it will pay or cause the lot owner to make
542 concurrent payment to the Village the then current Connection Charge and RSAC fee for
543 each of the ~~forty-eight~~ seventy (47) lots on the Site upon application for building permits
544 including connection to the sanitary sewer system.

545 Section VII. Security for Payment and Performance of Developer's Obligations

- 546 A. Security Required. Prior to commencement of construction activities related to the
547 Development, Developer shall deliver or cause to be delivered to the Village acceptable
548 security equal to one hundred fifteen percent (115%) of the Village Engineer's cost estimate
549 of all public and private (i.e. retention/detention ponds, walkways and paths, monument
550 signage, sanitary sewer, storm sewer, water, and other improvements) improvements for the
551 Site shown on the applicable Plat and the plans and specifications pertaining thereto
552 (including, but not limited to, temporary and permanent landscaping and erosion control
553 provisions, landscaping, seeding, and other improvements); and
554
- 555 B. Form of Security. Pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes, as determined by
556 Developer, security provided hereunder shall be in the form of a performance bond or an
557 original, irrevocable letter of credit issued by a federally insured banking institution, the
558 financial condition of which is acceptable to the Village, naming the Village as payee and

559 expiring no sooner than twelve months, and being in a form acceptable to the Village
560 Attorney. It is the preference however of the Village that security be provided in the form of
561 a letter of credit. The amount of such security shall reduce subject to the provisions of
562 Section VII.D. hereafter and when work secured hereby is completed and dedicated to the
563 Village.

- 564
565 C. Maintenance of Security. Security as described in this Section shall be renewed in a form
566 acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be
567 maintained as described below for a period of time expiring 14 months after the
568 improvements for which the security is provided are substantially complete in accordance
569 with §236.13 (2) (a) 1., and §236.13 (2) (a) 2. of the Wisconsin Statutes which provides:

570
571 *For purposes of subd. 1., public improvements reasonably necessary for a project*
572 *or a phase of a project are considered to be substantially completed at the time*
573 *the binder coat is installed on roads to be dedicated or, if the required public*
574 *improvements do not include a road to be dedicated, at the time that 90 percent of*
575 *the public improvements by cost are completed.*

576
577 In the event it is not renewed at least 30 days prior to its expiration, the Village may draw
578 upon such security for purposes of completion of Improvements provided for in this
579 Agreement.

- 580
581 D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced
582 as the improvements described in the Plat and the plans and specifications set forth on the
583 attached exhibits are completed and approved by the Village Engineer and DPW Director in
584 accordance with the following procedure.

- 585 1. From time-to-time during the course of construction, Developer may request the Village
586 Engineer and DPW Director to inspect the construction work completed to that date, and
587 the Village Engineer and DPW Director, as agent of the Village, shall use its best efforts
588 to make such inspection within seven (7) days after the request.
- 589 2. The request to inspect shall be accompanied by a certification prepared by Developer's
590 engineer and stating the work completed, an estimate of the dollar value of the work
591 completed to date of the request and since Developer's engineer's last certification and
592 that the work has been completed in a good and workmanlike manner and in compliance
593 with the Plat and applicable plans and specifications.
- 594 3. The request for inspection shall also be accompanied by a certification from Developer's
595 engineer estimating the cost to complete the remaining balance of the improvements,
596 with the estimated dollar value of the improvements completed and the estimated cost to
597 complete the remaining improvements being on a form and presented in a manner
598 reasonably acceptable to the Village Engineer and DPW Director.

- 599 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn
600 contractor's statement and appropriate photocopies or originals of lien waivers showing
601 that all work in place and for which a reduction in the security is requested has been fully
602 paid for or that all mechanic's or other liens have been waived.
- 603 5. The Village Engineer and DPW Director shall approve a reduction in the Security
604 provided the following are met:
- 605 i. Receipt of the required documentation from the Developer
 - 606 ii. Inspection by the Village Engineer
 - 607 iii. Certification by the Village Engineer to the Village and to the financial
608 institution issuing any letter of credit:
 - 609 1. The dollar value of the work completed to the date of the request for
610 inspection and since the last certification by the Village Engineer
 - 611 2. That the work has been completed in a good and workmanlike manner
612 and in compliance with the Plat and the applicable plans and
613 specifications
 - 614 3. That no mechanic's or other liens will attach to the Site or to any
615 property of the Village as a result of the installation of the
616 improvements
 - 617 4. That Developer's engineer's or Village Engineer's estimate of the
618 dollar value of the work completed and the cost to complete the
619 remaining improvements are reasonable.
 - 620 iv. The balance remaining in the security is at least equal to one hundred percent
621 (100%) of the cost to complete all the remaining public and private
622 improvements plus ten percent (10%) of the total cost of any completed
623 improvements.
- 624
- 625 E. Release of Security Upon Completion. Upon final completion of all of the improvements, the
626 acceptance by the Village of the development and posting of any required warranty or
627 maintenance bond security, the then remaining balance of the security shall be released and
628 returned, after first drawing upon the security for any fees and costs due and owing to the
629 Village pursuant to all applicable ordinances and this Agreement.
- 630
- 631 F. Return of Excess Proceeds After Default. In the event of default by Developer under this
632 Agreement, if any of the security funds remain in the possession of the Village after all of the
633 public and private improvements have been completed in a good and workmanlike manner
634 and in accordance with the applicable Final Plat and applicable plans and specifications, all
635 warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village,
636 including reasonable attorney's fees, engineering fees, consultant fees, or other out-of-pocket
637 expenses incurred in completing the improvements, in releasing liens thereon in paying for
638 work completed prior to default are paid, or other costs incurred as a result of the default of

639 Developer; then any remaining balance shall be paid to Developer, subject to any claim to
640 said funds exerted by any financial institution issuing any letter of credit given as security.

641 Section VIII. Guarantee of Improvements.

642 A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer
643 pursuant to this Agreement shall meet or exceed all state, federal and local requirements and
644 specifications and that the public improvements are and will remain in good and sound
645 condition for and during a period of twelve (12) months from the date of final acceptance of
646 dedication by the Village.

647
648 B. Guarantee Security. Notwithstanding the following in this section, it is the preference of the
649 Village that security be provided in the form of a letter of credit. Developer shall furnish to
650 the Village, prior to final acceptance of dedication of the public improvements by the
651 Village, guarantee security pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes consisting,
652 as determined by Developer, of a performance bond or an original, irrevocable letter of credit
653 issued by a federally insured banking institution, the financial condition of which is
654 acceptable to the Village, naming the Village as payee, expiring no sooner than fourteen
655 months from the date of substantial completion of the covered improvements and equaling in
656 the aggregate to ten percent (10%) of the total final cost of the improvements, which
657 guarantee security will be retained by the Village for a period of fourteen (14) months after
658 the substantial completion of the improvements as initial security for Developer's guarantee
659 that the workmanship and materials furnished meet or exceed all state, federal and local
660 requirements and specifications, and that the improvements are and will remain in good and
661 sound condition for and during the twelve-month period from and after their acceptance.
662 Separate bonds or letters of credit may be utilized because the time frame for the acceptance
663 of each type of improvement may be different.

664
665 C. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any and
666 all repairs which may become necessary under and by virtue of Developer's guarantee and
667 shall leave the improvements in good and sound condition, satisfactory to the Village and
668 Village Engineer and DPW Director at the expiration of the guarantee period; provided,
669 however, Developer's obligation to repair shall not extend to repairs necessitated by or
670 related to any act, omission, neglect or misconduct of the Village, its agents, employees or
671 contractors (and the guarantee security may not be drawn against in such instances).

672
673 D. Notice of Repair. If during a respective guarantee period, the improvements shall, in the
674 professional opinion of the Village Engineer and DPW Director, require any repairs or
675 replacements which in his judgment are necessitated by reason of settlement of foundation,
676 structure or backfill, or other defective workmanship or materials, Developer shall, upon
677 written notification by the Village Engineer and DPW Director of the necessity for such

678 repairs, make such repairs, at its own cost and expense. Should Developer fail to make such
679 repairs within a reasonable time after written notice has been sent as provided herein, or fail
680 to start work within fourteen (14) calendar days after such written notice, weather permitting,
681 the Village may cause such work to be done, but has no obligation to do so, either by contract
682 or otherwise, and the Village may draw upon said guarantee security to pay any costs or
683 expenses incurred in connection with such repairs or replacements. Should the cost or
684 expense incurred by the Village in repairing or replacing any portion of the improvements
685 covered by this guarantee exceed the amount of the guarantee security, the Developer shall,
686 within thirty (30) days of being invoiced by the Village, pay 125 percent of any excess cost
687 or expense actually incurred in the correction process.
688

689 E. Maintenance Prior to Acceptance. Developer shall maintain the public improvements until
690 such time as they are accepted by the Village in dedication. This maintenance shall include
691 routine maintenance, such as dust suppression, crack filling, roadway patching and the like.
692 In cases where emergency maintenance is required, such as sewer blockages, the Village
693 retains the right to complete the required emergency maintenance in a timely fashion and bill
694 Developer for all actual associated costs. The Village shall not be responsible for snow
695 removal prior to acceptance of the public street improvements except as set forth in
696 subsection I. A. 2 unless mutually agreed in writing signed by both parties hereto to the
697 contrary. All improvements shall be maintained so they conform to the applicable plans and
698 specifications attached as exhibits to this Agreement at the time of their acceptance by the
699 Village.

700 Section IX. Method of Improvement.

701 Developer hereby agrees to engage contractors for all work included in this Agreement who are
702 qualified to perform the work. Developer further agrees to use materials and make the various
703 installations in accordance with the applicable plans and specifications made a part of this
704 Agreement by exhibit reference and including those standard specifications as the Village Board
705 or its Commissions may have adopted and published prior to this date.

706 Section X. Zoning.

707 The Village does not guarantee or warrant that the subject lands of this agreement will not at
708 some later date be rezoned, nor does the Village herewith agree to rezone the lands into a
709 different zoning district.

710 Section XI. Indemnification and Insurance.

711 A. Indemnification.

712 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement
713 or documents incorporated herein by reference, Developer shall INDEMNIFY AND
714 SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND
715 the same from and against any and all liability, claims, loss damages, interest, actions,
716 suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise
717 in the course of out of, or as a result of the performance, mis-performance, or
718 nonperformance of Developer's obligations under this agreement or the negligent
719 construction or operation of public improvements covered thereby until the dedication of
720 said public improvements is accepted by the Village and after the dedication of said
721 improvements only if the occurrence giving rise to the claim predates the dedication.

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

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

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

734 2. For Developer and Developer's contractors, Comprehensive Liability Insurance
735 providing limits for bodily injury and personal injury of One Million Dollars
736 (\$1,000,000.00) combined single limit. The policy must include the Village and its
737 agents, officers and employees as "additional insured" and provide premises, operations,
738 elevators, damage, blanket contractual covering indemnities within contract documents,
739 products and completed operations coverage and be endorsed as "primary and non -
740 contributory" to any insurance of the additional insured, except from their sole
741 negligence.

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

745 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to
746 commencement of construction or Site preparation activities, evidence of the issuance of
747 policies covering the above recited insurance requirements and an endorsement to those
748 policies evidencing that the Village, its officers, employees and agents and the Village
749 Engineer have each been added as an additional insured.

750 All endorsements must state that notice of any material change in coverage or nonrenewal or
751 cancellation will be provided to the Village not less than thirty (30) days prior to the effective

752 date of any such change, nonrenewal or cancellation. The form of the endorsement of
753 insurance will be subject to the approval of the Village, prior to commencement of
754 construction or Site preparation activities, which shall not be unreasonably withheld.

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

758 Section XII. Agreement for Benefit of Purchasers.

759 Developer agrees that in addition to the Village's rights herein, the purchaser of any lot or any
760 interest in any lot or parcel of land in the development and the Homeowners' Association for the
761 Site shall be third-party beneficiaries for the limited purpose of ensuring that developable lots are
762 ultimately made available for purchase in accordance with the terms of this Agreement.
763 Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly
764 understood and agreed that any or all of the provisions of this Agreement may be amended,
765 modified, waived, and/or annulled by written agreement by and between the Developer and the
766 Village alone, without any requirement that the purchaser or owner of any lot or parcel of land in
767 the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join
768 in or consent to same.

769 Section XIII. General Conditions and Regulations.

770 All the provisions of the Village ordinances relating to the development of land through the use
771 of Preliminary and Final Plats, as amended from time-to-time, are incorporated herein by
772 reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as
773 fully as if set forth at length herein. This Agreement and all work and improvements required
774 hereunder shall be performed and carried out in strict accordance with and subject to the
775 provisions of said ordinances and this Agreement. This Agreement shall not be deemed to
776 modify or suspend any provisions of the Village Ordinances (now existing or as subsequently
777 amended) relating to the development or use of land. All such provisions shall apply to the
778 Project in accordance with applicable law.

779 Section XIV. Assignment.

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

781 Section XV. Amendments.

782 The Village Board and Developer, by mutual consent, may amend this Agreement at any
783 meeting of the Village Board of the Village of Hartland. The Village Board shall not, however,
784 be obligated to consider consenting to an amendment until after first having received a
785 recommendation from the Village Plan Commission.

786 Section XVI. Exculpation of Village Elected Officials in Personal Capacity.
787 The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of
788 the Village of Hartland, entered into and are signatory to this Agreement solely in their official
789 capacity and not individually, and shall have no personal liability or responsibility hereunder;
790 and personal liability as may otherwise exist, being expressly released and/or waived.

791 Section XVII. [RESERVED].

792

793 Section XVIII. Miscellaneous Provisions

794 A. This Agreement may be executed in one or more counterparts, each of which shall be
795 deemed an original but all of which together shall constitute one and the same instrument.

796

797 B. This Agreement is the complete and entire agreement of the parties with respect to the
798 matters covered by this Agreement, and it shall supersede all prior agreements to the
799 contrary. No agreements, promises, or representations made during or in connection with
800 the negotiations for or approval of this Agreement shall be binding or effective unless
801 they are included herein. This Agreement may be introduced into evidence by any party
802 without objection in any action to enforce the terms of this Agreement. No modification
803 of this Agreement shall be binding unless in writing and signed by Developer and
804 Village.

805

806 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation
807 by all parties and that all parties together shall be construed to be the drafter hereof and
808 this Agreement shall not be construed against any party individually as drafter.

809

810 D. Legal Relationship. Nothing in this Agreement shall be construed to create an
811 employer/employee relationship, joint employer, a joint venture or partnership
812 relationship, or a principal/agent relationship.

813

814 E. Survival. All agreements, representations, or warranties made herein shall survive the
815 execution of this Agreement and the making of the grants hereunder. This Agreement
816 shall be binding upon the Parties, their respective successors and assigns.

817

818 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds
819 for Waukesha County.

820

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

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

FOUR WINDS WEST DEVELOPMENT,
LLC
SCI Real Estate, Inc., its Managing Member

By: _____
SCI Real Estate, Inc., its Managing Member,
James A. Sileno, its President

VILLAGE OF HARTLAND

By: _____
David Lamerand , Village President

Attest:

Darlene Igl
Village Clerk

Approved by the Village Board 06/08/2015
Revised prior to execution by Village Board
on 09/28/2015

[NOTARY STATEMENTS FOLLOW]

SCHEDULE OF EXHIBITS

Exhibit A Legal Description

Exhibit B1 Site Plan

Exhibit B Preliminary Plat

Exhibit C Plans and Specifications—Sewer/Water/Streets/Pathways – Dated 9/15/2015

Exhibit D Storm Water Management Facility Maintenance Agreement

Exhibit E ~~Plans and Specifications—Landscape & Erosion Control~~ Street Trees

Exhibit F Temporary Access Easement

Exhibit G Phase I Evaluation

Exhibit H Public Access Easement

Exhibit I Permanent Access/Maintenance Easement

Exhibit J Subdivision Declarations

EXHIBIT A
Legal Description

EXHIBIT B
Preliminary Plat

EXHIBIT C

Plans and Specifications—Sewer/Water/Streets/Pathways – Dated ??, 2015

EXHIBIT D
Storm Water Management Facility Maintenance Agreement

EXHIBIT E

Plans and Specifications—Landscape & Erosion Control

EXHIBIT F
Temporary Access Easement

EXHIBIT G
Phase I Evaluation

EXHIBIT H
Public Access Easement

EXHIBIT I
Permanent Access/Maintenance Easement

EXHIBIT J
Subdivision Declarations

MUTUAL COOPERATION AGREEMENT
UNDER
THE HOUSING AND COMMUNITY DEVELOPMENT ACT AND
THE NATIONAL AFFORDABLE HOUSING ACT

The CDBG Entitlement Program and the HOME Consortium Program for Federal Fiscal Years
2014-2016

This Cooperation Agreement is entered into between Waukesha County, a political subdivision of the State of Wisconsin (hereinafter "County") and the Village of Hartland, a municipal corporation of the State of Wisconsin (hereinafter "Municipality" and collectively "Parties").

WHEREAS, the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) as amended, (hereinafter "The Act") provides Federal assistance for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, The Act makes possible the allocation of funds to Waukesha County for the purpose of undertaking only community development program activities identified in 42 U.S.C. § 5305 of The Act; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990(42 U.S.C. § 12701 et seq.) as amended, (hereinafter "NAHA") provides Federal assistance for the HOME Investment Partnership Program (hereinafter "HOME Program"); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter "HOME Consortium"); and

WHEREAS, the Parties have mutually developed a Consolidated Housing and Community Development Plan and Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing, and meet other identifiable and eligible housing needs of the Municipality's residents; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter "HUD") for funds authorized under The Act and NAHA; and

Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of The Act and NAHA.

SECTION 3– FUNDING

- A. The CDBG Program shall be governed by a board of directors (hereinafter “CDBG Board”). The CDBG Board holds an annual grant application process every spring for potential subgrantees, which include nonprofit organizations and municipalities. CDBG funds are used for a variety of public services programs that address issues such as: homeless prevention and shelter, food and nutrition, medical care, domestic abuse, parenting, mental health, and transportation for low and moderate income people. Funds are also used for affordable housing, public facilities and improvements, and economic development.
- B. The County will undertake activities that will address priority needs and objectives established as adopted by the CDBG Board.
- C. The HOME Consortium shall be governed by a board of directors (hereinafter “HOME Board”). The HOME Board, by mutual agreement, shall establish “core” programs, which shall serve to benefit residents of each participating municipality and county equally. The annual distribution of “core” project funding shall continue until all allocated funds on a first come first serve basis are fully committed to eligible households.
 - a. Core programs may include, but are not limited to:
Downpayment / Closing Cost, Housing Rehabilitation, Homebuyer Counseling, Rental Rehabilitation, Rental Assistance, Purchase / Rehab or Housing Development.
 - b. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project.
- D. The HOME Board shall determine the allocation of HOME funds within the HUD regulation limits for program administration to Waukesha County, as the lead agent (PJ), not to exceed 10% of the annual grant.

further fair housing within its own jurisdiction or that impedes County's actions to comply with its fair housing certification.

G. Municipality shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Items listed are from the 2015—2019 Analysis of Impediments to Fair Housing Choice for Waukesha County and the HOME Consortium. Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to County of such actions within 15 days of the end of the calendar year. Municipality shall obtain updated versions of the Analysis of Impediments to Fair Housing Choice when they are published every five years and select action items from the current document.

a. **Impediment #1: Zoning Regulations and Housing Mix Ratios that Reduce Opportunities for Affordable Housing Development**

1. In municipalities served by sewer service, allow for the development of new single-family and two-family homes on lots of 10,000 square feet or smaller.

2. Allow for home sizes less than 1,200 square feet.

3. In municipalities served by sewer service, allow for the development of multi-family housing at a density of at least 10 units per acre.

4. To support higher density residential development, expand sanitary sewer services consistent with adopted Regional Sewer Service Plans.

5. Adopt flexible zoning regulations such as Planned Unit Developments (PUD) and Traditional Neighborhood Developments (TND) to permit higher densities and a mix of housing types.

6. Adopt inclusionary zoning provisions, such as higher density allowances and a waiver or modification of other development standards where certain set-asides are made for affordable housing for moderate and low-income families.

7. Amend design regulations to promote flexibility in development and construction costs.

- H. Municipality, as a cooperating unit of general local government, attests that it has adopted and is enforcing:
- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

SECTION 5 – CDBG PROGRAM ADMINISTRATION

- A. Municipality shall undertake all necessary actions, as determined by County and authorized by State and local laws, to carry out a community development program and the approved Consolidated Plan and meet all other requirements of the CDBG Program and other applicable Federal laws.
- B. If the Waukesha County Urban County Community Development Program is, at some future date, closed out, or if the status of the Municipality's participation in the Waukesha County Urban County Community Development Program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- C. If the Municipality utilizes, in whole or in part, CDBG Funds covered by this Cooperation Agreement to acquire or improve real property which is or will be within the control of Municipality, then the following standards shall apply:
 - a. Municipality will notify the County of any modification or change in the use of the real property from that planned at the time of the acquisition or improvement, including disposition; and,
 - b. Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and,
 - c. Program income generated from the disposition or transfer of property acquired or improved in whole or in part with CDBG Funds prior to or subsequent to the close-out, change of status, or termination of this Agreement shall be treated under the provisions of this Cooperation Agreement concerning program income.

SECTION 7 – RESTRICTIONS

- A. Neither County nor Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
- B. Municipality may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the COUNTY's CDBG Program under this Agreement.
- C. Municipality may not sell, trade, or otherwise transfer all or any portion of its CDBG Funds to another metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Funds in exchange for any other funds, credit or non-Federal considerations, but must use such funds for activities eligible under Title I of The Act pursuant to the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.
- D. Municipality may not receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.
- E. Municipality may not apply for grants from appropriations under the State HOME Program for fiscal years during the period in which it participates in the HOME Consortium Program under this Agreement.

SECTION 8 – DURATION OF THIS AGREEMENT

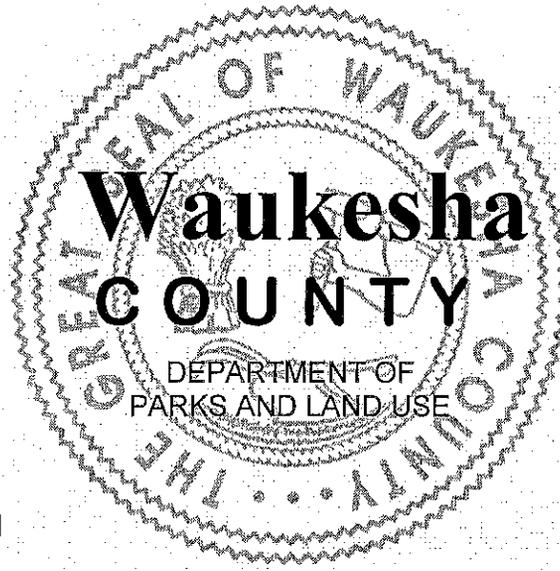
- A. The term of this Agreement commences the date of execution and is in force for Federal fiscal years 2014, 2015 and 2016 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. Municipality shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect. This Agreement shall be in effect until the CDBG and HOME funds and program income received with respect to activities carried out during Federal fiscal years 2014, 2015 and 2016 are expended and the funded activities completed.

By: _____
Print Name _____
Title _____

Date: _____

By: _____
Print Name _____
Title _____

Date: _____



July 13, 2015

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

RE: Community Development Block Grant (CDBG)
HOME Investment Partnership Program (HOME)

Dear President Lamerand:

Your community is a current valued participant in either the HOME Consortium (most municipalities in Jefferson, Ozaukee, Washington and Waukesha Counties), or the CDBG program (Waukesha County municipalities only). Your participation in the HOME or CDBG program helps to make the funds available to low and moderate income homebuyers, homeowners, nonprofit agencies, affordable housing developers, municipalities, and local businesses in your community. Waukesha County, acting as the lead agent for all of the participating municipalities and counties, has qualified for Community Development Block Grant (CDBG) funding since 1988 and HOME Investment Partnership Program (HOME) funding since 1998 from the U.S. Department of Housing and Urban Development (HUD).

The U.S. Department of Housing and Urban Development regulations require Waukesha County, as the grantee, to execute a cooperation agreement with your municipality or county. Your community signed a cooperation agreement initially in order to become a member of the HOME Consortium or to become eligible for CDBG funds, which we have on file. HUD is requiring Waukesha County to update the cooperation agreement and obtain new signatures from all of the participants.

The new cooperation agreements contain references to the *2015—2019 Analysis of Impediments to Fair Housing Choice for Waukesha County and the HOME Consortium*. This document can be found on our website at <http://www.waukeshacounty.gov/CDBGlearn/>. The cooperation agreement requires that a municipality will select at least two (2) action items from the list provided in the agreement to affirmatively further fair housing for the duration of this agreement (three years). The municipality must keep records documenting actions taken to affirmatively further fair housing and provide an annual report to Waukesha County of such actions within 15 days of the end of the calendar year.

Community Development
515 W. Moreland Blvd • Room AC 320
Waukesha, Wisconsin 53188
Phone: (262) 548-7920 • Fax: (262) 896-8510
www.waukeshacounty.gov/communitydevelopment

Waukesha County

Waukesha County receives Community Development Block Grant funding (CDBG) directly from the federal government as an annual allocation, and has since 1990. These funds are available to residents and municipalities throughout the County, as long as the municipality has signed a cooperation agreement with the County. Waukesha County is also a member and “lead agency” of the HOME Consortium, which consists of Jefferson, Ozaukee, Washington and Waukesha Counties (since 1998). The lead agency takes full responsibility for fiscal management of the HOME funds and compliance with HOME rules and other applicable Federal regulations.

The HOME Consortium

The main purposes of the HOME Consortium are to advance home ownership opportunities with a down payment assistance program, to maintain the quality of the existing housing stock through low-interest housing rehabilitation loans, and to support the development of affordable rental and homeowner housing. All programs are available to households in the participating counties that earn 80% or less of the area median income

Programs

The **Down Payment Assistance Loan (DPA)** program provides eligible home buyers with a forgivable loan of up to \$5,000 to be used for down payment and/or closing costs. Homeowners are required to attend housing counseling sessions, which are paid for through program funds. DPA loan is provided as a five-year forgivable loan, meaning that as long as the property remains the borrower’s primary residence for five years the loan is forgiven and no repayment is due. The loan is forgiven 20% for each full year.

The HOME Consortium operates a of **Homeowner Rehabilitation Loan Program** to provide low to moderate income households with access to loaned funds for modest home repairs. The loans are provided as no-interest, no monthly payment loans, that are due upon sale or title transfer of the home. Eligible repairs include roofs, mechanical systems, plumbing, windows, foundations, siding, painting and accessibility improvements.

The **Purchase—Rehabilitation Program** is a combination of the DPA and Homeowner Rehabilitation programs. Eligible homebuyers can receive up to \$5,000 for downpayment assistance, and up to \$17,500 for rehab costs. This program is designed to help with the purchase of foreclosed houses, or houses in need of immediate repair. All rehab work must be done in 6 months of purchasing the home, and the focus is on correcting code violations.

The HOME Consortium also allocates funding to **Housing Development** projects, to assist with the construction of affordable housing in the four counties of the HOME Consortium.

Waukesha County

Waukesha County has participated in the HOME Consortium since 1998. Many households have benefited from the HOME programs since that time.

HOME Consortium Core Program Funds 1998—2014*				
	Waukesha County		Total HOME Consortium	
	Loans	Households	Loans	Households
DPA	\$1,787,249	444	\$6,560,299	1,547
Rehab Loans	\$1,390,141	217	\$3,061,456	496
Purchase-Rehab Loans (since 2008)	\$218,224	12	\$1,709,049	85
Total	\$3,395,614	673	\$11,330,804	2128

*Loans shown do not include costs paid for by the HOME program for housing counseling fees, inspection fees, admin fees, or specific County Allocations (discontinued program).

HOME and CDBG Affordable Housing Development projects

- **Community Housing Initiative, Inc.: \$486,250**
1999—2005 Acquisition/soft costs for a new subdivision called Phoenix Heights in the City of Waukesha totaling 56 single family homes and 8 duplexes
- **Hebron House of Hospitality, Inc.: \$200,000**
2001 Acquisition of two buildings for a total of 8 units in City of Waukesha
- **Historic Prairieville Limited Partnership: \$100,000**
2002 Construction of 5 rental units in the City of Waukesha
- **Highlands South Apartments: \$350,000**
2002 Acquisition of 62 units in the City of Waukesha
- **85 Oconomowoc LLC: \$375,000**
2004 Acquisition of land; 5 HOME units in Oconomowoc
- **Waukesha County Housing Authority: \$25,590**
2006 Acquisition of 4-person group home
- **Hebron House of Hospitality, Inc.: \$431,757**
2006 Acquisition and rehabilitation of 4 units in City of Waukesha
- **Volunteers of America: \$172,650**
2008 Rehabilitation of permanent housing rental project
- **177 Kensington LLC: \$245,000**
2010 Acquisition and rehabilitation of seven senior apartments in the City of Waukesha
- **New Berlin Senior APT – LLC: \$300,000**
2011 Acquisition of land and construction of 8 senior rental units in New Berlin
- **Crown Court Properties/Wilkinson Manor: \$350,000**
2011 Acquisition and rehab of 5 elderly units and 4 family units in Oconomowoc

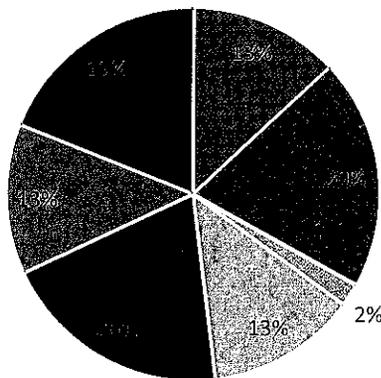
- **Movin' Out: \$555,555 New Berlin City Center**
2011 Construction of 11 units for disabled individuals and families in New Berlin
- **Movin' Out – Oconomowoc School Apartments: \$161,000**
2013 Acquisition and rehab of 55 units; 7 CDBG units as supportive housing to income-eligible households that include a family with a permanent disability in Oconomowoc
- **Hebron House of Hospitality, Inc. – 620 Summit Ave: \$283,000**
2013 Construction of four rental units for residents with disabilities in the City of Waukesha

Total Funds allocated to Waukesha County projects for the development or rehabilitation of affordable housing--\$4,035,802.

Community Development Block Grant (CDBG)

Waukesha County receives a direct allocation of CDBG from the U.S. Department of Housing and Urban Development (HUD) annually, which is used for programs and projects throughout the County. The CDBG program is governed by an 11-member Board of Directors, appointed by the Waukesha County Executive. The CDBG Board holds an annual grant application process every spring for potential subgrantees, which include nonprofit organizations and municipalities. CDBG funds are used for a variety of public services programs that address issues such as: homeless prevention and shelter, food and nutrition, medical care, domestic abuse, parenting, mental health, and transportation for low and moderate income people. Funds are also used for affordable housing, public facilities and improvements, and economic development. Funding is also available to organizations providing services or economic development activities in three specific neighborhoods in the City of Waukesha designated as NRSAs.

CDBG 1990--2014



■ Admin ■ Economic Development ■ Acquisition ■ Public Services ■ NRSA ■ Public Facilities ■ Housing

Waukesha County Housing Affordability Facts

The following information is based on the HUD recommended affordability standard of paying no more than 30 percent of gross monthly income for housing costs.

- **The median annual household income in Waukesha County in 2009-2013 was \$75,850. There were 153,422 households in the County.**
 - There were 17,088 households, or about 11 percent of households, with incomes below 30 percent of the County median household income (extremely low income; income less than \$22,755 per year). An extremely low income household could afford monthly housing costs of no more than \$569.
 - An additional 11 percent of households, or 17,573 households, had incomes between 30 and 50 percent of the County median household income (very low income; income between \$22,755 and \$37,925 per year). A very low income household could afford monthly housing costs between \$570 and \$948.
 - About 60,097 households, or 39 percent of County households, had incomes of 80 percent or less than the County median household income.
 - A household with a median income could afford monthly housing costs of no more than \$1,896.
- **About 25 percent of households living in owner-occupied housing in Waukesha County spent over 30 percent of their monthly income on housing costs in 2009-2013.**
 - The median monthly housing cost for owner-occupied housing units with a mortgage was \$1,841. The median monthly housing cost for owner-occupied housing units without a mortgage was \$632.
- **About 43 percent of households living in renter-occupied housing in the County spent more than 30 percent of their monthly income on housing costs in 2009-2013.**
 - The median rent per month was \$908.
- **The fair market rent in Waukesha County for a one bedroom apartment was \$713 in 2015.**
 - A worker earning the average hourly wage for the retail trade sector in Waukesha County (\$11.58/hour) would have to work 48 hours a week to afford the fair market rent for a one bedroom apartment in 2015 or work at one job for 45 hours a week with overtime pay for hours worked over 40.
- **The fair market rent in Waukesha County for a two bedroom apartment was \$896 in 2015.**
 - A worker earning the average Waukesha County retail trade sector hourly wage would have to work 60 hours a week to afford the fair market rent for a two bedroom apartment in 2015 or work at one job for 54 hours a week with overtime pay.
 - Two retail workers sharing a two bedroom apartment and earning the average retail trade sector hourly wage would have to work 30 hours each a week to afford the fair market rent for a two bedroom apartment.
- **The median sale price for a single-family home in Waukesha County was about \$240,000 in 2015.**
 - The minimum annual household income needed for a \$228,000 mortgage in Waukesha County was \$65,400, or \$5,450 per month, based on monthly housing costs of \$1,885 (assumes a 30 year fixed-rate mortgage at 4.0% interest with a 5% down payment and includes principal, interest, taxes, private mortgage insurance, and property insurance. Property taxes were estimated at \$4,440 per year and home insurance at \$600 per year. Monthly gas/fuel, electricity, water, and sewer costs were estimated at \$250 per month.)
 - A household with two workers earning the average Waukesha County retail trade sector hourly wage would each have to work 52 hours a week to afford the monthly housing costs for a \$240,000 home, or about 48 hours each a week if they each worked one job and earned overtime pay after 40 hours.

- A police officer earning an average wage in Waukesha County (\$27.79/hour) would have to work 40 hours per week at regular pay and about 35 hours per month overtime pay to afford the monthly housing costs for a \$240,000 home; or have a second worker in the household that could contribute \$1,475 per month towards housing costs.
- **The housing wage in Waukesha County:**
 - A full-time worker (40 hours per week) must earn \$13.71 per hour (\$28,524 per year) to afford a one bedroom rental unit at the fair market rent in Waukesha County in 2015 (assuming a one-worker household).
 - A full-time worker (40 hours per week) must earn \$17.23 per hour (\$35,844 per year) to afford a two bedroom rental unit at the fair market rent in Waukesha County in 2015 (assuming a one-worker household).
 - A full-time worker (40 hours per week) must earn \$36.25 per hour (\$75,400 per year) to afford a \$240,000 home in Waukesha County in 2015 (assuming a one-worker household and monthly housing costs of \$1,885).
 - The average hourly wage for all jobs in Waukesha County in 2014 was \$23.07 per hour.

Sources: U.S. Census Bureau American Community Survey (income and housing data), U.S. Department of Housing and Urban Development (fair market rent data), and SEWRPC.

WAGES BY OCCUPATION IN WAUKESHA COUNTY: 2014

Occupation Title	Average Hourly Wage (dollars)	Average Annual Wage (dollars)	Monthly Housing Budget ^a (dollars)
Cooks, Fast Food	8.22	17,110	428
Childcare Workers	10.82	22,509	562
Retail Salesperson	11.58	24,086	602
Floral Designers	11.80	24,539	613
Tellers.....	13.46	27,997	700
Dental Assistants.....	16.85	35,053	876
Legal Secretaries.....	18.56	38,606	965
Roofers.....	19.25	40,040	1,001
Construction Laborers	22.86	47,541	1,189
All Occupations	23.07	47,979	1,199
Tool and Die Makers	25.47	52,978	1,324
Elementary School Teachers ^a	27.19	56,564	1,414
Police and Sheriff's Patrol Officers	27.79	57,804	1,445
Child, Family, and School Social Workers	27.91	58,048	1,451
Civil Engineers.....	36.19	75,280	1,882
Urban and Regional Planners.....	36.68	76,293	1,907

^aBased on a HUD recommended affordability standard of paying no more than 30 percent of gross monthly income for housing costs. Monthly housing costs include mortgage principal and interest, property taxes, private mortgage insurance, property (homeowner's) insurance, and utility costs (gas/fuel, electricity, sewer, and water).

Source: Wisconsin Department of Workforce Development – County Wages and Employment by Occupation and SEWRPC.

COOPERATION AGREEMENT

THIS AGREEMENT entered into this 10th day of Aug., 1992, by and between Waukesha County, Wisconsin (hereinafter referred to as "the County"), and the Village of Hartland (hereinafter referred to as "the Municipality").

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (hereinafter referred to as "the Act"), providing federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and,

WHEREAS, the Act makes possible the allocation of funds to Waukesha County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, the County intends to apply to the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act; and,

WHEREAS, the Act recognizes that the Municipality may enter into a cooperation agreement with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and,

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purpose of the Act; and,

WHEREAS, counties in Wisconsin, pursuant to Section 59.01 of the Wisconsin Statutes, and municipalities in Wisconsin, pursuant to Section 66.30 of the Wisconsin Statutes, have the necessary authority to enter into contracts of the type herein contemplated;

NOW THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PURPOSE

The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, by means of submitting a Final Statement of Community Development Objectives and Projected Use of Funds, for HUD Community Development Block Grant funds as an Urban County from federal Fiscal Years 1993, 1994 and 1995 appropriations and any subsequent years of this Agreement and from any program income generated from the expenditure of such funds.

CONSIDERATION

The Municipality, by the execution of this Cooperation Agreement, agrees to have its population, its number of impoverished residents, its extent of housing over-crowding and its age of housing, all as defined in the Act, included in the formula allocation set forth in the Act for the purpose of determining the allocation of funds to the allocation of funds to the County as an Urban County, as defined in the Act, as amended. The County agrees to include the Municipality as part of its annual Final Statement of Community Development Objectives and Projected Use of Funds, to be submitted to HUD under the terms and conditions of the Act.

RESTRICTIONS

Neither Waukesha County nor the Municipality shall have a veto or other restrictive power which would in any way obstruct the implementation of the approved Comprehensive Housing Affordability Strategy or limit the cooperation of the parties to this Agreement or any other cooperating units of government in achieving support for the activities set forth in the Community Development Block Grant submissions for the program years covered by this Agreement.

TERM

The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three entire Program Years 1993, 1994 and 1995 and for such additional time as may be established under the automatic renewal terms of this paragraph or as may be required for the expenditure of funds granted to Waukesha County for such period, as defined by HUD regulations. The municipality executing this Agreement for participation in the Community Development Block Grant Program shall not have the opportunity to opt out of the program during the period that this Agreement is in effect. This Agreement shall remain in effect for three successive years without the availability of termination by either part during the term of this Agreement. At the conclusion of the three-year term of this agreement, the Municipality may, at its option, terminate this agreement. The Municipality will receive notice of its right to terminate from the County. If the Municipality opts not to terminate this agreement at the end of the three-year period, then such agreement shall automatically renew for an additional three-year period, at the conclusion of which the termination and automatic renewal rights contained in this paragraph shall apply. The failure of either party to this Agreement to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the urban county is scheduled shall automatically terminate the agreement following the expenditure of all Community Block Development Grant funds allocated for use in the Municipality's jurisdiction.

PROVISIONS

Waukesha County and the Municipality agree to undertake all action necessary to assure compliance with Waukesha County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act, section 109 of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, provisions of the National Environment Policy Act of 1969, and other applicable laws.

Urban County funding is prohibited for activities in or in support of any Municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

Non-compliance by the Municipality with any of the provisions above may constitute non-compliance by the County which may provide cause for funding sanctions or other remedial actions by HUD.

Nothing contained in this Agreement shall deprive the Municipality of any power of zoning, development control or other lawful authority which it presently possesses.

The Municipality must inform the County of any income generated by the expenditure of Community Block Development Grant funds received by the Municipality.

Any such program income must be paid to the County, or, if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.

Any program income the municipality is authorized to retain may only be used for eligible activities in accordance with all Community Development Block Grant requirements as may then apply.

The Municipality must establish and maintain appropriate record-keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.

Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

If the Waukesha County Urban County Community Development Program is, at some future date, closed out, or if the status of the Municipality's participation in the Waukesha County Urban County Community Development program changes, any program income retained by the Municipality, or

received subsequent to the close-out or change in status, shall be paid to the County.

If the Municipality utilizes, in whole or in part, funds covered by this Agreement to acquire or improve real property which is or will be within the control of the Municipality, then the following standards shall apply:

1. The Municipality will notify the county of any modification or change in the use of the real property from that planned at the time of the acquisition or improvement, including disposition; and,
2. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible Community Development Block Grant activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-Community Development Block Grant funds); and,
3. Program income generated from the disposition or transfer of property acquired or improved in whole or in part with Community Development Block Grant funds prior to or subsequent to the close-out, change of status, or termination of this Agreement shall be treated under the provisions of this Agreement concerning program income.

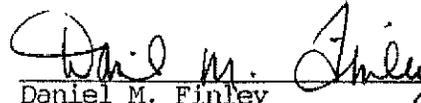
The County and Municipality certify, through approval and execution of this Cooperation Agreement, that they enforce a policy prohibiting excessive force within their respective jurisdictions and enforce state and local laws against physically barring entrance to or exit from facilities subject to non-violent civil rights demonstrations.

The above Cooperation Agreement has been authorized by the governing body of Hartland by resolution, dated 8/10/92, (copy attached), and is executed this 10th day of August, 1992, by the Village President and the Village Clerk of Hartland.

David C. Lamerand
Name: David C. Lamerand
Title: Village President

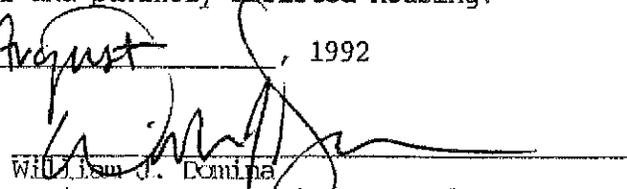
Karen M. Compton
Name: Karen M. Compton
Title: Finance Director/Clerk

The above Cooperation Agreement has been authorized by the Waukesha County Board of Supervisors, by resolution, dated August 25, 1992 (copy attached), and is executed the 1st day of September, 1992 by the County Executive of Waukesha County.


Daniel M. Finley
Waukesha County Executive

The terms and provisions of the above Cooperation Agreement are fully authorized under State and local law and the Cooperation Agreement provides full legal authority for the Waukesha County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

Dated this 13th day of August, 1992


William J. Romina
Assistant Corporation Counsel
for Waukesha County

DEPT. OF HOUSING & URBAN DEVELOPMENT
RECEIVED
JUL 10 1995
BY _____
RECEIVED TO _____

VILLAGE OF HARTLAND
RESOLUTION NO. 6/12/95

AMENDMENT TO THE EXISTING COOPERATION AGREEMENT FOR
PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR 1996-98 BETWEEN WAUKESHA COUNTY AND THE VILLAGE OF HARTLAND

Whereas, the Village of Hartland has executed a Cooperation Agreement with Waukesha County to participate in the Waukesha Urban County Community Development Block Grant Program, and

Whereas, the Cooperation Agreement contains an automatic renewal clause unless you elect to be excluded on or before May 26, 1995, and

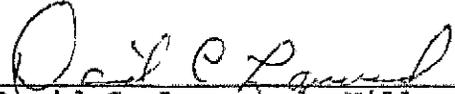
Whereas, the automatic renewal will continue your participation for an additional three year period 1996-98, and

Whereas, the United States Department of Housing and Urban Development has required that additional terms and conditions be included in the participating Community's Cooperation Agreements;

Now, Therefore, Be it Resolved, that the Village of Hartland accepts the following terms and conditions which are hereby incorporated into the Cooperation Agreement in the provisions section:

1. The Village of Hartland understands that as a participant in the Urban County, it may not apply for grants from appropriations under the State Small Cities or State CDBG program for fiscal years during the period in which it participates in the Urban County CDBG program; and
2. May participate in HOME program only through the Urban County, and even if the Urban County does not receive a HOME formula allocations, the Village of Hartland cannot form a HOME consortium with other municipalities.

Adopted this 12th day of June, 1995.



David C. Lamerand, Village President

ATTEST:



Connie Casper, Village Clerk/Adm. Secretary

Original