

VILLAGE BOARD AGENDA
MONDAY, NOVEMBER 26, 2018
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – President Pfannerstill

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 November 12, 2018.
2. Consideration of a motion to approve vouchers for payment.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of an application for Operator's (Bartender) License with a term ending June 30, 2020.
4. Overlook Trails
 - a. Update on the Plan Commission review and recommendations and future considerations.
 - b. Second reading of Bill for an Ordinance 10-22-2018-1, An Ordinance Annexing Territory To The Village Of Hartland, Wisconsin Pursuant To Wis. Stat. § 66.0217(2).
 - c. Second reading of Bill for an Ordinance 10-22-2018-2, An Ordinance To Amend The Official Zoning Map Of The Village Of Hartland.
5. Consideration of a motion to confirm appointment of Steve Berger (Beer Snobs), Jeff Pfannerstill (Village of Hartland) and Jessie Puzach (Birch and Banyan Coffee) to the Downtown Business Improvement District Board for terms ending December 31, 2021.
6. Discussion of the DPW Director interview process and determining Board member involvement.
7. 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.

VILLAGE BOARD AGENDA
MONDAY, NOVEMBER 12, 2018
7:00 PM
PAGE 2

8. Consideration of a motion to recess to closed session pursuant to State Statutes §19.85 (1)(e), deliberating of or negotiating for the purchase of public properties, investment of public funds, or conduct of other specified public business, whenever competitive or bargaining reasons require closed session regarding the Police Officers collective bargaining agreement and to adjourn thereafter without returning to open session pursuant to §19.85(2). [ROLL CALL VOTE]

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: November 21, 2018
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 Regarding the Glen at Overlook Trails

Background: The Village Board is asked to review the latest Plan Commission actions related to the proposed Glen at Overlook Trails development proposal and to give second reading to the two ordinances in this matter. No other action is requested at this time. As a reminder, the Glen at Overlook Trails has been proposed by Neumann Development on an approximately 39-acre parcel it owns. The development consists of 50 single family homes in a development under condominium ownership. The home sites are clustered in the south, southeast and east portions of the site to preserve an Isolated Natural Resource Area (INRA) on the northwest portion of the site. The proposed development has been considered using the Planned Unit Development process. As part of its meeting on Monday, November 19, the Plan Commission adopted motions related to the items listed in **bold** on the *Meeting Considerations* document found in this packet, including adopting of the findings shown on the document and in the draft PUD agreement. It should also be noted that the Commission discussed pedestrian pathways in the development and agreed that paths outside of the INRA intended for general circulation and open to the public would be paved and maintained by the homeowners association year-round. Other trails, especially those in the INRA, could be wood chip or other material.

Other than allowing for the second reading of the two ordinances (without adopting them), the Board is asked to take no other action. On December 10, the Village Board will be asked to consider approval of the ordinances as well as the Site Plan for the property and a proposed Condominium Plat. With these approvals in place, the developer will perform final engineering on the site and prepare the full detailed plans. In the first quarter of 2019, the Village Board will be presented the final PUD Agreement and all of the final detailed engineering as well as the other documents identified in the PUD Agreement for consideration. That action would be the final approval before the construction begins.

Recommendation: Review the information and provide for the second reading of the two ordinances.

Item 6 Regarding the interview process for the DPW Director position

Background: This item is returning to the Board after being delayed at the last meeting. In the interim, staff has discussed the matter further and recommends the following plan for interviewing the future Public Works Director. Application material would be reviewed by the Administrator to determine which candidates meet the basic requirements. If necessary based on the number of applications, the management staff, including the Operations Supervisors, would determine a group consisting of five or six candidates to interview. An initial interview of the full candidate interview group would be performed by the management staff. A second interview, that may include a reduced number of candidates based on the management interview, would be conducted by the Village Board. A third interview of the top one or two candidates would be conducted with the DPW staff. Based on the input from all of these groups, a final candidate would be appointed by the Administrator in accordance with the Village Code. As a reminder, the applications are due by the end of November.

Recommendation: Determine whether this plan is acceptable.

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 12, 2018
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – Trustee Landwehr

Present: Trustees Anson, Dorau, Meyers, Landwehr, Swenson, Wallschlager, President Pfannerstill

Others: Administrator Cox, Police Chief Misko, Clerk Igl, Captain Stacy Kelsey, Finance Director Ryan Bailey, DPW Operations Supervisor Gerszewski, Utility Operations Supervisor Felkner, Alex Konen (HFD), Tim Hallquist, Matt Neumann, Dino Xykis, Brandon Anderegg

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

1. Motion (Meyers/Swenson) to approve Village Board minutes of October 22, 2018. Carried (7-0).
2. Motion (Landwehr/Swenson) to approve vouchers for payment in the amount of \$1,230,658.90. Carried (6-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits.
 - a. Motion (Landwehr/Swenson) to approve an application for Operator's (Bartender) License with a term ending June 30, 2020. Carried (7-0).
 - b. Motion (Landwehr/Anson) to approve a Temporary Class "B" license for St. Charles, Trivia Night. Carried (7-0).
4. Consideration of a motion to approve Resolution No. 11/12/2018-01 a "Resolution Approving the Sewer Utility Rate Effective First Quarter 2019."

Administrator Cox stated that adjusting the sewer utility rate incrementally on an annual basis prior to approving the budget is an effort to avoid major spikes in the rate over time. Motion (Meyers/Dorau) to approve Resolution No. 11/12/2018-01 a "Resolution Approving the Sewer Utility Rate Effective First Quarter 2019." Carried (7-0).

5. Consideration of items related to the 2019 Village Budget as shown on Tab 1 Page 8 and Tab 31 Pages 1 and 2 of the 2019 Budget Book. All information after Tab 1 is for informational purposes only. These figures may be modified by the Village Board during final consideration at this meeting.

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 12, 2018
7:00 PM
PAGE 2

Finance Director Bailey stated that no changes had been made to the budget since the public hearing and that the proposed budget will overall results in a \$.10 per thousand mill rate increase.

- a. Motion (Meyers/Swenson) to approve the 2019 Municipal General Fund Budget in the amount of \$7,799,837 shown on Tab 1 Page 8 of the 2019 Budget Book (Roll call vote) All ayes.
- b. Motion (Anson/Landwehr) to approve the 2019 Water Utility Budget in the amount of \$1,804,010 shown on Tab 1 Page 8 of the 2019 Budget Book (Roll call vote) All ayes.
- c. Motion (Landwehr/Wallschlager) to approve the 2019 Sewer Utility Budget in the amount of \$1,671,300 as shown on Tab 1 Page 8 of the 2019 Budget Book (Roll call vote) All ayes.
- d. Motion (Anson/Dorau) to approve the 2019 TIF #4 Budget in the amount of \$320 as shown on Tab 1 Page 8 of the 2019 Budget Book (Roll call vote) All ayes.
- e. Motion (Landwehr/Swenson) to approve the 2019 TIF #5 Budget in the amount of \$320 as shown on Tab 1 Page 8 of the 2019 Budget Book (Roll call vote) All ayes.
- f. Motion (Anson/Swenson) to approve the 2019 TIF #6 Budget in the amount of \$103,820 as shown on Tab 1 Page 8 of the 2019 Budget Book (Roll call vote) All ayes.
- g. Motion (Landwehr/Dorau) to approve the 2019 Debt Service Budget in the amount of \$1,481,700 as shown on Tab 1 Page 8 of the 2019 Budget Book (Roll call vote) All ayes.
- h. Motion (Anson/Swenson) to approve the 2019 Capital Improvements, Impact Fee and Special Revenue and other funds in the amount of \$3,565,904 for a total Village Expenditure budget in the amount of \$16,517,863 (Roll call vote) All ayes.
- i. Motion (Dorau/Meyers) to authorize a Downtown Business Improvement District assessment of \$74,800 as requested by the BID Board with approval of the BID's final expenditure budget held until consideration of the 2019 Operation Plan. (Roll call vote) All ayes.
- j. Motion (Landwehr/Swenson) to approve a Property Tax Levy in the amount of \$5,980,117. (Roll call vote) All ayes.
- k. Consideration of a motion to approve a general wage adjustment and the resulting 2019 Payroll Matrix (Roll call vote)

Administrator Cox stated that most municipalities in the area have reported that they will be providing cost of living increases for employees of approximately 2%. Staff recommended that a 2.1% adjustment be approved to stay competitive with the neighboring municipalities.

Trustee Meyers commented that the payroll matrix should be reviewed prior to making an across the board adjustment. It was stated that the intent of the ranges is to keep positions competitive. Additionally, it was explained how employees move up in their range. Motion (Landwehr) to approve a 2.5% general wage adjustment. Motion failed for lack of a second.

Trustee Meyers asked whether a supervisor has control in what an employee receives as an increase. Administrator Cox stated that there is the potential for merit pay increases however the Village does not have a policy in place. He stated that staff needs to create a policy to bring back to the board for discussion. Administrator Cox stated that supervisors do differentiate raises given to employees based on performance but we need to come up with a better system to allow this to be applied more universally across the municipality.

Motion (Pfannerstill) to approve a 2% general wage adjustment and to adjust the payroll matrix accordingly. Motion failed for lack of a second. It was requested that an item be placed on the January 14 Village Board meeting agenda to discuss implementation of a merit based system.

Motion (Swenson/Pfannerstill) to approve a 2% general wage adjustment and the resulting 2019 Payroll Matrix. (Roll call vote) All ayes.

Finance Director Bailey stated that the 2019 budget will be placed on the Village website and paper copies will be available in the library and administration office.

6. Overlook Trails

- a. Consideration of a motion to reconsider the previous motion to postpone further action on Overlook Trails until January 2019.

Trustee Wallschlagger commented that she had made the initial motion to postpone as she felt that a professional and complete plan for the development should be submitted and the issue of public or private roads be determined. President Pfannerstill stated that the board has to determine whether they want this project to move forward in the Village. Development Matt Neumann stated that if the project does not get reconsidered by the Village Board with direction being provided, they intent to keep the development in the Town of Merton.

Motion (Pfannerstill/Landwehr) to reconsider the previous motion to postpone further action on Overlook Trails until January 2019. Roll call vote. All ayes.

- b. Revote on the original motion: Motion to postpone the entire Glen at Overlook Trails issue until at least January of 2019.

Administrator Cox read the motion to postpone the project until January 2019 from the October 22, 2018 Village Board meeting. Roll call taken to revote on the original motion. Wallschlagger abstained. Motion failed with 6 nay votes.

- c. Consideration of action related to the following items of direction related to the proposed development:

- i. Motion (Pfannerstill/Wallschlager) to concur with the Plan Commission that no access will be provided at Southern Oak Drive. Carried (6-1). Meyers opposed.
- ii. Motion (Swenson/Anson) to concur with the Plan Commission that emergency access would route directly to CTH K. Carried (6-1). Meyers opposed.
- iii. Motion (Swenson/Pfannerstill) to concur with the Plan Commission that the development will include public roads with public maintenance. Carried (5-2). Meyers and Wallschlager opposed.

Trustee Dorau asked whether the roads will be constructed to be wider than originally proposed. It was stated that the public roads will be built to public standards. Administrator Cox stated that the intent is to use the PUD process to reduce the front yard setback so distances between front doors would be 90 feet. Matt Neumann stated that the proposed plan keeps homes out of the woods and away from the county highway.

- iv. Motion (Landwehr/Swenson) to indicate that the Village Board is willing to use Eminent Domain to acquire underground utility access easements only if negotiation between developer and property owner fails. Carried (6-10). Wallschlager opposed.

Matt Neumann stated that they have been in discussions with the property owner through multiple forms of communication and they are optimistic that the easements can be worked out. If they find that they can't access the utilities at the end of the process, they need to know the Village is committed to this action is necessary. Mr. Neumann stated that they are willing to pay for an easement but there needs to be reasonableness.

- d. First reading of Bill for an Ordinance 10-22-2018-1, An Ordinance Annexing Territory To The Village Of Hartland, Wisconsin Pursuant To Wis. Stat. § 66.0217(2)

Second reading will appear on the next Village Board agenda.

- e. First reading of Bill for an Ordinance 10-22-2018-2, An Ordinance To Amend The Official Zoning Map Of The Village Of Hartland

Second reading will appear on the next Village Board agenda.

Administrator Cox stated that both ordinances have a clause that creates a delayed effective date for the ordinance contingent on the final approval of the PUD agreement.

- 7. Consideration of a motion to approve the purchase of 100 replacement audience and general purpose chairs for the Village Hall from Office Pro in the amount of \$9,930 and to declare as surplus and authorize the disposal of the existing chairs upon their replacement.

Administrator stated that the chairs would be used in the community center and as audience chairs in the Village Board room. Trustee Wallschlager suggested that some armless chairs be purchased as well. Motion (Pfannerstill/Dorau) to approve the purchase of 100 replacement audience and general purpose chairs for the Village Hall from Office Pro in the amount of \$9,930 and to declare as surplus and authorize the disposal of the existing chairs upon their replacement. Carried (7-0).

8. Consideration of a motion to approve award of a contract to Grounds Keeper, Inc. of Hartland in the amount of \$46,126.60 for the purchase and installation of street trees including new subdivision trees.

DPW Operations Supervisor Gerszewski stated that Grounds Keeper can plant trees until the ground freezes. It was confirmed that this contract is for 100 trees which will be guaranteed for one year. DPW Operations Supervisor Gerszewski stated that he had put this work out for bid but had only received one response. Motion (Swenson/Meyers) to approve award of a contract to Grounds Keeper, Inc. of Hartland in the amount of \$46,126.60 for the purchase and installation of street trees including new subdivision trees. Carried (7-0).

9. Motion (Meyers/Swenson) to approve Change Order #1 to the contract with Stark Paving Corporation for the 2018 Paving Program in the net additional amount of \$13,739.18 for a revised contract amount of \$1,150,246.43. Carried (7-0).
10. Motion (Meyers/Swenson) to surplus certain Village property as listed in the staff memorandum and authorize its sale at auction. Carried (7-0).
11. Discussion of the DPW Director interview process and determining Board member involvement.

Motion (Pfannerstill/Wallschlager) to postpone this item until the next Village Board meeting. Carried (7-0). President Pfannerstill asked that Village Board members submit ideas or questions to the Village Administrator.

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.

President Pfannerstill thanked all veterans for their service and commented on the program held at the VFW.

Chief Misko reported that the accreditation process has determined that the department is not in non-compliance. He stated that the next step is the conducting of phone interviews scheduled for Nov. 27th from 1-3 pm. An update will be provided toward the end of the year.

Chief Misko also stated that Officer Greenwood will be receiving a lifesaving award from the PFC and a citizen will receive a letter of appreciation.

Finance Directory Bailey stated that the Holiday Train will arrive in Hartland on Friday, Dec. 7 at 5:45 p.m. He thanked the DPW for the work done to prepare the site for the event.

Hartland Lights is scheduled for Friday, Nov. 30.

Trustee Dorau commented that the Fire Dept. had done an amazing job with a Fire Prevention poster contest providing the winner with a ride to school on the fire truck.

13. Motion (Dorau/Anson) to recess to closed session pursuant to State Statutes §19.85 (1)(e), deliberating of or negotiating for the purchase of public properties, investment of public funds, or conduct of other specified public business, whenever competitive or bargaining reasons require closed session regarding the potential purchase or acquisition of public property, namely a community center facility through an option to acquire the Zion Evangelical Lutheran Church, 415 W Capitol Drive, Hartland and to adjourn thereafter without returning to open session pursuant to §19.85(2). [ROLL CALL VOTE] Trustee Meyers left the meeting at this time. Recessed to closed session at 8:54 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: November 20, 2018

RE: Voucher List

Attached is the voucher list for the November 26, 2018 Village Board meeting.

November 26, 2018 Checks: \$ 183,603.27

Total amount to be approved: \$ 183,603.27

VILLAGE OF HARTLAND
VOUCHER LIST - NOVEMBER 26, 2018

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 204-23400 DEPOSITS DUE TO DEL-HART	DELAFIELD-HARTLAND WATER	NOV FEES	\$26,091.00
G 804-21520 RETIREMENT DEDUCTIONS PAYABLE	EDWARD JONES	GARDNER IRA 10/05 AND 10/19	\$124.64
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	ESKAU, JOHN	OCC/513 MEMORY LANE	\$1,500.00
G 101-23000 SPECIAL DEPOSITS	ESPIRE HOMES	OCC/1633 TWISTED OAK	\$1,000.00
G 101-23000 SPECIAL DEPOSITS	ESPIRE HOMES	OCC/1689 WHISTLING HILL CR	\$1,000.00
R 101-48000 MISCELLANEOUS REVENUE	HANSEN HILDEBRAND SC	WITNESS FEE	\$30.00
G 101-23000 SPECIAL DEPOSITS	INTERCON CONSTRUCTION	HYDRANT METER	\$300.00
R 101-46730 RECREATION CLASSES	KLEIST, ANDREA	SMART SITTER	\$44.00
G 101-23000 SPECIAL DEPOSITS	LAKE COUNTRY BED BARN	OCC/365 COTTONWOOD	\$500.00
G 101-23000 SPECIAL DEPOSITS	LAKE CTRY CHIEFS	FIELD DEPOSITS	\$350.00
G 101-23000 SPECIAL DEPOSITS	LUTHERAN HIGH SCHOOL ASSOC	HYDRANT METER	\$300.00
G 101-23000 SPECIAL DEPOSITS	MATTOX, JAMES	BUS OCC/122 COTTONWOOD	\$500.00
G 101-23000 SPECIAL DEPOSITS	PREMIER MACHINE TOOL MIDWEST	BUSINESS OCC/134 COTTONWOOD	\$500.00
G 101-23000 SPECIAL DEPOSITS	TRUSTWAY HOMES	CURB CUT/236 FOUR WINDS	\$1,000.00
G 101-23000 SPECIAL DEPOSITS	WILLIAMS, DIANE	CURB CUT/232 GOODWIN AVE	\$1,000.00
			\$34,239.64
EXPENSE Descr			
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIR ONE EQUIPMENT INC	GEAR CLEAN/WASH	\$130.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN	\$195.33
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	PARAMEDIC SHEARS/GAUZE	\$51.94
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	PARAMEDIC SHEARS	\$2.88
			\$380.15
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-140 RETIREMENT BENEFITS	EDWARD JONES	GARDNER IRA 10/05 AND 10/19	\$64.00
E 804-56700-719 EVENTS	EXECU PRINT	HARTLAND LIGHTS BANNER/FLYERS	\$95.85
E 804-56700-719 EVENTS	HARTLAND AREA CHAMBER COMMERCE	HOLIDAY TRAIN/EVENT SPONSORSHIP	\$650.00
E 804-56700-712 BANNER SYSTEM/BANNERS/HDWE	SHORE LINE CYCLE WORLD	SANDWICH BOARD GRANT	\$50.00
E 804-56700-713 SIGN/AWNING/PAINTING GRANTS	SHORE LINE CYCLE WORLD	SIGN GRANT	\$260.83
			\$1,220.68
EXPENSE Descr ECONOMIC DEVELOPMENT			
EXPENSE Descr ELECTIONS			
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	BEAR GRAPHICS	ELECTION ENVELOPES	\$202.48
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	BEAR GRAPHICS	ABSENTEE AFFID ENVELOPES	\$76.47
			\$278.95
EXPENSE Descr ELECTIONS			
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	NOV ADMN SERVICES	\$184.97
E 101-51500-530 TAX BILLING/TAX ROLL	WAUKESHA CTY TREASURER (515)	TAX BILLING	\$1,414.89

Account Descr	Search Name	Comments	Amount
EXPENSE Descr FINANCIAL ADMINISTRATION			\$1,599.86
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES FOR REMOTE	\$12.00
E 101-52200-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	FURNACE FILTERS	\$38.35
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	CHAINS/BRUSHES	\$456.96
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	LIGHT BULB/HAND WARMERS	\$25.07
E 101-52200-360 VEHICLE MAINT/EXPENSE	BRAKE & EQUIPMENT	BATTERIES FOR 4393	\$239.85
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	COMPETITOR AWARDS & ENGRAVING	ENGRAVED BRASS PLATES	\$37.85
E 101-52200-255 BLDGS/GROUNDS	HARTLAND OVERHEAD DOOR	OIL/ADJUST DOORS AND OPENERS	\$192.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	MID-CITY SPORTS LLC	UNIFORM PATCHES FOR DRESS UNIFORMS	\$1,058.25
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	TEN2 COMMUNICATIONS	FIRE SUPPRESSION TOOLS/GLOVES/HELMET BANDS	\$1,248.78
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	OCT RECORD CHECKS	\$7.00
EXPENSE Descr FIRE PROTECTION			\$3,316.61
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$16.86
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$6.59
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PITNEY BOWES	EZ SEAL	\$64.59
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	ENVELOPES	\$132.99
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY REGISTER OF DEEDS	OCT DOCUMENTS	\$90.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WI DEPT OF ADMINISTRATION BOUN	ANNEXATION REVIEW/OVERLOOK TRAILS LLC	\$1,150.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	OCT RECORD CHECKS	\$21.00
EXPENSE Descr GENERAL ADMINISTRATION			\$1,482.03
EXPENSE Descr INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	OCT PERMITS	\$10,269.25
EXPENSE Descr INSPECTION			\$10,269.25
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALL S, INC.	MENS DANNER RECON	\$364.95
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALL S, INC.	MISC UNIFORM/JEWELL	\$139.97
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALL S, INC.	PANTS/JOSWICK	\$54.99
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALL S, INC.	SHIRT	\$99.98
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HARTLAND SERVICE INC	SQ #2 MOUNT SNOW TIRES	\$88.20
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SPARK PLUGS/IGNITION COIL SQ #3	\$562.19
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	OIL CHANGE/TIRE ROTATION SQ #9	\$74.29
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	GOODYEAR TIRES	\$2,165.72
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HARTLAND SERVICE INC	SQ #1 MOUNT SNOW TIRES	\$88.20
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HARTLAND SERVICE INC	SQ #3 MOUNT SNOW TIRES	\$88.20
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HARTLAND SERVICE INC	SQ #5 MOUNT SNOW TIRES	\$88.20
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HARTLAND SERVICE INC	SQ #4 MOUNT SNOW TIRES	\$88.20
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	OCT USER FEE	\$136.00

Account Descr	Search Name	Comments	Amount
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$21.81
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$316.51
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	OCT PRISONER HOUSING	\$291.38
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WILEAG	ASSESSORS/MILEAGE	\$435.17
EXPENSE Descr LAW ENFORCEMENT			\$5,103.96
EXPENSE Descr LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	BAYSCAN TECHNOLOGIES	CD CASES	\$260.00
E 101-55110-310 BOOKS & MATERIALS	BLACKSTONE AUDIO INC	ADULT AUDIOBOOKS	\$143.99
E 101-55110-310 BOOKS & MATERIALS	BLACKSTONE AUDIO INC	ADULT AUDIOBOOKS	\$545.98
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	PAPER/CD CASES/BOOKMARKS	\$157.59
E 101-55110-255 BLDGS/GROUNDS	DILLETT MECHANICAL SERVICE	FALL MAINTENANCE	\$1,095.00
E 101-55110-310 BOOKS & MATERIALS	GARETH STEVENS	BOOKS	\$159.60
E 101-55110-255 BLDGS/GROUNDS	GROUNDS KEEPER, INC.	EXTERIOR MAINTENANCE	\$210.00
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	CHILDRENS DVD	\$115.71
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	STORAGECRAFT RENEWAL	\$165.00
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOKS	\$41.25
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOKS	\$33.75
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOKS	\$23.25
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	AUDIOBOOKS	\$99.75
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$123.50
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOKS	\$51.37
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOKS	\$140.40
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOKS	\$108.24
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOKS	\$46.37
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	CHILDRENS AUDIOBOOK	\$25.87
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	OCT ADDL IMAGES	\$24.79
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	OCT ADDL IMAGES	\$53.42
E 101-55110-345 STAFF EDUCATION/TRAINING	SWANSON, SARA	REIMBURSE MILEAGE	\$13.08
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV ELECTRIC	\$1,695.55
EXPENSE Descr LIBRARY			\$5,333.46
EXPENSE Descr LIBRARY SPEC EXPENSE			
E 205-59100-305 EXPENSES-OTHER	DEMCO INC	LABELS/RACKS/BAGS/TOTE	\$168.61
EXPENSE Descr LIBRARY SPEC EXPENSE			\$168.61
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$136.32
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$136.32
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	SHIMS FOR HEATER	\$2.67
E 101-51600-255 BLDGS/GROUNDS	GROUNDS KEEPER, INC.	EXTERIOR MAINTENANCE	\$210.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$123.50
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV ELECTRIC	\$1,262.20

Account Descr	Search Name	Comments	Amount
EXPENSE Descr MUNICIPAL BUILDING			\$1,871.01
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FLEMINGS FIRE 1, INC.	FIRE EXTINGUISHER INSPECTION	\$32.82
EXPENSE Descr PARKS			\$32.82
EXPENSE Descr PUBLIC WORKS			
E 101-53000-225 STREET LIGHTING	BIEBELS TRUE VALUE	BOLTS	\$4.47
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	CREDIT	-\$9.59
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	RUST STOP	\$115.89
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	GREASE/55 DRUM	\$924.85
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$129.45
E 101-53000-430 SNOW & ICE REMOVAL	KAESTNER AUTO ELECTRIC CO	PLOW MARKERS	\$179.00
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	ROOFING SUPPLIES	\$167.44
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	OIL FILTERS	\$42.24
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	OIL/FUEL FILTERS/WASHER FLUID	\$162.81
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	GAUGES/ANTI FREEZE TESTER	\$73.00
E 101-53000-420 STORM SEWER	OKAUCHEE REDI-MIX INC	CONCRETE	\$395.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	GLOVES/LENS	\$210.81
E 101-53000-360 VEHICLE MAINT/EXPENSE	PETERBILT WISCONSIN-WAUKESHA	DOOR CATCH	\$65.38
E 101-53000-360 VEHICLE MAINT/EXPENSE	PRICE ENGINEERING	GASKETS/BOLT/HOSE	\$91.29
E 101-53000-420 STORM SEWER	STARK PAVEMENT CORPORATION	ASPHALT	\$86.63
E 101-53000-410 STREETS GEN MAINT	TAPCO	SIGN BRACKETS	\$304.08
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	HOSE/QUICK RELEASE VALVE	\$66.63
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	HOSE	\$22.46
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	HOSE	\$45.86
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	QUICK RELEASE VALVE	\$40.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	VALVE/DROP LINE	\$66.63
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	MIRRORS	\$96.76
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	HOSE	\$47.18
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	SEAL	\$173.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	HOSE	\$22.46
E 101-53000-225 STREET LIGHTING	WE ENERGIES	OCT-NOV FOUR WINDS WEST	\$91.94
E 101-53000-180 OTHER BENEFITS	ZIMMERMAN, MATT	REIMBURSE CLOTHING ALLOWANCE	\$15.75
EXPENSE Descr PUBLIC WORKS			\$3,631.42
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	NOV-DEC WEDS ALIGNMENT YOGA	\$360.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	NOV-DEC MON ALIGNMENT YOGA	\$320.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	PASS SHOOT SCORE	\$2,352.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	KRUGER, CHRISTIAN T	IPAD/IPHONE TIPS AND TRICKS	\$144.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	KRUGER, CHRISTIAN T	CAMERA IN YOUR SMARTPHONE	\$216.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	KRUGER, CHRISTIAN T	YOU HAVE PICTURES NOW WHAT CLASS	\$288.00

Account Descr	Search Name	Comments	Amount
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	MENOMONEE FALLS SCHOOL DISTRIC	CHEESY TRIP MILWAUKEE	\$124.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OSBORNE, SHEILA RAE	MY BEST COLORS CLASS	\$80.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SCHOLTKA, JENNIFER J	THRS AUG-OCT ZUMBA	\$240.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SCHOLTKA, JENNIFER J	AUG-SEPT ZUMBA DROP INS	\$147.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SCHOLTKA, JENNIFER J	TUES AUG-OCT ZUMBA	\$280.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			<u>\$4,551.20</u>
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL SERVICES	OCT SERVICES	\$34,338.64
EXPENSE Descr REFUSE & GARBAGE COLLECTION			<u>\$34,338.64</u>
EXPENSE Descr SEWER SERVICE			
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	NOV FEES	\$71,338.76
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	NOV ADMN SERVICES	\$28.46
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	OLSEN SAFETY EQUIPMENT CORP	GLOVES/LENS	\$210.81
EXPENSE Descr SEWER SERVICE			<u>\$71,578.03</u>
EXPENSE Descr TRUSTEES			
E 101-51100-305 EXPENSES-OTHER	MERTON, TOWN OF	LONGMEADOW ANNEXATION	\$120.50
E 101-51100-305 EXPENSES-OTHER	MERTON, TOWN OF	MURPHY ANNEXATION	\$817.79
E 101-51100-305 EXPENSES-OTHER	MERTON, TOWN OF	VILTER ANNEXATION	\$51.65
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	BUSINESS CARDS/TRUSTEES	\$225.00
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	BUSINESS CARDS/WALLSCHLAGER	\$72.00
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	WALLSCHLAGER FRANKE, ANN	REIMBURSE MILEAGE/CONFERENCE	\$635.30
EXPENSE Descr TRUSTEES			<u>\$1,922.24</u>
EXPENSE Descr WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	NOV ADMN SERVICES	\$71.14
E 620-53700-631 WATER TREATMENT - CHEMICALS	MARTELLE WATER TREATMENT	CHEMICALS FOR WATER	\$1,852.05
E 620-53700-930 MISC GENERAL EXPENSES	OLSEN SAFETY EQUIPMENT CORP	GLOVES/LENS	\$210.82
E 620-53700-933 TRANSPORTATION EXPENSES	POMP S TIRE SERVICE INC	TIRE/WATER TRUCK	\$155.70
E 620-53700-930 MISC GENERAL EXPENSES	TRI-COUNTY WATERWORKS ASSOC	MEETING ELFTMAN/FELKNER	\$20.00
E 620-53700-652 MAINTENANCE OF SERVICES	WOLF PAVING CO INC	CONCRETE DISPOSAL	\$75.00
EXPENSE Descr WATER UTILITY			<u>\$2,384.71</u>
			<u>\$183,603.27</u>

VILLAGE OF HARTLAND
LICENSES AND PERMITS
NOVEMBER 26, 2018

Bartender (Operator's) License – expires June 30, 2020

Christine Marie Grimstad

The Police Chief and Village Clerk have reviewed the license application listed above. The applicant has successfully completed the Responsible Beverage Servers Course.

AS AMENDED BY COMMISSION
(Underlined phrases added by the Commission)

Meeting Considerations
November 19, 2018 Plan Commission Meeting

At the meeting tonight, the Plan Commission should consider its final review of the Glen at Overlook Trails. The review should ultimately lead to determination of the Plan Commission's final recommendations, either with or without conditions. After discussion, it would be appropriate for the Commission to:

- **Make a final recommendation that the property as described in the annexation petition should be annexed from the Town of Merton subject to any comments received from the Department of Administration.**

- **Make a final recommendation that the property should be zoned as RS-1 Single Family Residential District with a PUD overlay on the entire site and Upland Conservancy Overlay (UCO) on the northwestern INRA portion as shown in the zoning exhibit.**
 - Related to the PUD Overlay, **the Plan Commission should also make the following findings and conditions** related to the Project, based on the proposed plan as delineated in the PUD Agreement draft previously distributed.
- A. The proposed site will be provided with adequate drainage facilities for surface water and storm water *conditioned on the Developer completing the design in accordance with Village ordinances and subject to Village Engineer Approval.*
- B. The proposed site will be accessible from public roads that are adequate to carry the traffic that can be expected to be generated by the proposed development *conditioned on development of public roads within the site and proper development-related improvements on the adjacent County roads.*
- C. No undue constraint or burden will be imposed on public services and facilities, such as fire and police protection, street maintenance, water, sanitary sewer and storm drainage, and maintenance of public areas by the proposed development.
- D. The streets and driveways on the site of the proposed development will be adequate to serve the residents of the proposed development and will meet the minimum standards of all applicable ordinances or administrative regulations of the Village.
- E. Centralized public water and sewer facilities will be provided.

- F. The entire Site to be included in this Planned Unit Development Overlay District will be held under single ownership during development.
- G. The locations of entrances and exits have been designated to prevent unnecessary interference with the safe and efficient movement of traffic on surrounding streets, and the development will not create an unreasonable adverse effect upon the general traffic pattern of the surrounding neighborhood. Insofar as is practicable, consolidation of driveways, parking, and curb cuts and connection driveways between properties, where appropriate, will be provided to enhance safety and provide more efficient and economical access and parking.
- H. The size, quality and design of all buildings, landscaping and other site development features in the Project will be compatible with the general character of the Village and specifically to the surrounding neighborhood, and the design of the development will result in an attractive and harmonious development compatible with and not adversely affecting the property values of the surrounding neighborhood *conditioned on final Architectural Board approval of the proposed façades.*
- I. Such Project will create an attractive residential environment of sustained desirability and economic stability, including structures in relation to terrain, consideration of safe pedestrian flow, ready access to recreation space, and coordination with overall plans for the community.
- J. The total net residential density within the Planned Unit Development Overlay District is compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total net density is also consistent with and does not exceed the density of development permitted in the underlying basic use zoning district.
- K. Structure types will be compatible with other structural types permitted in the underlying basic use district.
- L. Provision has been made for the installation of adequate public facilities and the continuing maintenance and operation of such facilities.
- M. Provision has been made for adequate, continuing fire and police protection.
- N. The population density of the development will not have an adverse effect upon the community's capacity to provide needed school or other municipal service facilities.

- O. Adequate guarantee is provided for permanent preservation of open space areas *conditioned on the zoning of the Isolated Natural Resource Area under Upland Conservancy Overlay District and that no other development except that which is approved during the initial development process.*
- P. The care and maintenance of private open space is ensured by establishment of an appropriate management organization for the Project *conditioned on the establishment of a homeowners association that will be charged with the care and maintenance of said open space.*
- Q. Ownership and tax liability of private open space reservation areas shall be established in a manner acceptable to the village.
- R. Clustering of residential development is permitted provided that permanent common open space is set aside so that the overall density of development permitted in the underlying basic zoning district is complied with.
- Further related to the PUD, **the Commission should determine that in order to protect the INRA and allow development at acceptable densities, the Commission recommends, as it relates to this development, that Village Code section 46-235 regarding lot area and width be waived and the area devoted to residential units shall be as defined on the Condominium Plat and that section 46-237 regarding yards be waived except that residential units may not be constructed closer than fifteen (15) feet from the Right of Way nor closer than twenty (20) feet from each other.**
 - **Recommend approval of Site plan conditioned on an allowance to remove one of the parallel paths at the south side of the parcel while still providing for access across the entire parcel (east to west) based on final engineering.**
 - **Recommend approval of a proposed Condominium Plat conditioned on the updating of the preliminary Condominium Plat to match the approve site plan and expected Rights of Way and provision of a proper Certified Survey Map in the future.**

In the future, the Plan Commission will be asked to review a CSM that divides the site and dedicates public Rights of Way, which, in the context of the condominium ownership, is being used like a Final Plat. Additionally, the Commission will consider a final Condominium Plat

that will define the condominium and limited common elements as well as the final declarations and other related documents.

Additionally, the Architectural Board will be asked to review the final appearance plans for the residential units.

THE GLEN AT OVERLOOK TRAILS
PLANNED UNIT DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF HARTLAND
AND
OVERLOOK TRAILS, LLC

[INSERT DATE]

THE GLEN AT OVERLOOK TRAILS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the ____ day of _____ 2018, by and between OVERLOOK TRAILS, LLC, a Wisconsin Limited Liability Corporation, (the “Developer”) and the VILLAGE OF HARTLAND, a Wisconsin Municipality, (the “Village”).

RECITALS

- A. Developer is the owner of approximately 39 acres of real property previously located in the Town of Merton, Waukesha County, Wisconsin and legally described on Exhibit A attached hereto (the “Site”) and desires to develop it for single-family residential purposes with condominium ownership (the “Project”).
- B. Developer desires to develop 50 single-family residences under condominium ownership in one (1) phase as generally depicted on Exhibit B (Site Plan) and requested annexation, zoning and development permission.
- C. Upon consideration of a conceptual plan for the proposed development, it was determined by the Plan Commission and Village Board that a total site density of not more than 50 residential units was consistent with the general density requirements of the low density cluster development land use as described in the Village of Hartland Comprehensive Development Plan: 2035.
- D. In order to preserve the Isolated Natural Resource Area (INRA) on the northwest portion of the Site, the Village and Developer have agreed to cluster the improvements on the Site to the area outside the INRA and, therefore, certain requirements of the Zoning Code will be adjusted via PUD Zoning.
- D.E. Upon execution of this agreement, the ~~The~~ Site has been annexed from the Town of Merton and zoned to RS-1 Residential Single Family District with both Planned Unit Development (PUD) and Upland Conservancy Overlay Districts as shown in the attached Exhibit C to facilitate the proposed residential use.
- E.F. The Developer submitted a proposed Preliminary Condominium Plat for development of the Project within the Village of Hartland, a copy of which is attached hereto as Exhibit D (the “Proposed Condominium Plat”), which was considered by the Plan Commission and

recommended for approval as amended on INSERT DATE subject to representations made during the consideration process by the Developer, final approval of the engineering by Village Staff, and execution of this Planned Unit Development Agreement.

F.G. Developer will submit for approval by the Village a Certified Survey Map along with a Final Condominium Plat for the Site in substantial conformance with the approved Proposed Condominium Plat and reflecting final engineering of the Site and said Certified Survey Map and Final Condominium Plat will be considered by the Board of Trustees in accordance with State Law.

G.H. The Village of Hartland is requiring that, as conditions of its approval of development on the Site, Developer must make and install all public improvements necessary to service the development of the Site and that the acceptance of the dedication of all public improvements shall be contingent upon the construction of said improvements according to applicable State and municipal specifications and ordinances.

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

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

FINDINGS

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

- A. The proposed site will be provided with adequate drainage facilities for surface water and storm water conditioned on the Developer completing the design in accordance with Village ordinances and subject to Village Engineer approval.
- B. The proposed site will be accessible from public roads that are adequate to carry the traffic that can be expected to be generated by the proposed development conditioned on development of public roads within the site and proper development-related improvements on the adjacent County roads.
- C. No undue constraint or burden will be imposed on public services and facilities, such as fire and police protection, street maintenance, water, sanitary sewer and storm drainage, and maintenance of public areas by the proposed development.

- D. The streets and driveways on the site of the proposed development will be adequate to serve the residents of the proposed development and will meet the minimum standards of all applicable ordinances or administrative regulations of the Village.
- E. Centralized public water and sewer facilities will be provided.
- F. The entire Site to be included in this Planned Unit Development Overlay District will be held under single ownership during development.
- G. The locations of entrances and exits have been designated to prevent unnecessary interference with the safe and efficient movement of traffic on surrounding streets, and the development will not create an unreasonable adverse effect upon the general traffic pattern of the surrounding neighborhood. Insofar as is practicable, consolidation of driveways, parking, and curb cuts and connection driveways between properties, where appropriate, will be provided to enhance safety and provide more efficient and economical access and parking.
- H. The size, quality and design of all buildings, landscaping and other site development features in the Project will be compatible with the general character of the Village and specifically to the surrounding neighborhood, and the design of the development will result in an attractive and harmonious development compatible with and not adversely affecting the property values of the surrounding neighborhood conditioned on final Architectural Board approval of the proposed façades.
- I. Such Project will create an attractive residential environment of sustained desirability and economic stability, including structures in relation to terrain, consideration of safe pedestrian flow, ready access to recreation space, and coordination with overall plans for the community.
- J. The total net residential density within the Planned Unit Development Overlay District is compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total net density is also consistent with and does not exceed the density of development permitted in the underlying basic use zoning district.
- K. Structure types will be compatible with other structural types permitted in the underlying basic use district.
- L. Provision has been made for the installation of adequate public facilities and the continuing maintenance and operation of such facilities.
- M. Provision has been made for adequate, continuing fire and police protection.

- N. The population density of the development will not have an adverse effect upon the community's capacity to provide needed school or other municipal service facilities.
- O. Adequate guarantee is provided for permanent preservation of open space areas conditioned on the zoning of the Isolated Natural Resource Area under Upland Conservancy Overlay District and that no other development except that which is approved during the initial development process.
- P. The care and maintenance of private open space is ensured ~~either~~ by establishment of an appropriate management organization for the Project conditioned on the establishment of a homeowners association that will be charged with the care and maintenance of said open space.
- Q. Ownership and tax liability of private open space reservation areas shall be established in a manner acceptable to the village.
- R. Clustering of residential development is permitted provided that permanent common open space is set aside so that the overall density of development permitted in the underlying basic zoning district is complied with.

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

Section I. PUD Requirements

A. Developer shall comply with this Agreement.

B. The Project shall include not more than fifty (50) single family residential units as generally portrayed the Site Plan (Exhibit B).

~~B.C.~~ The Project shall at all times comply with the requirements of the RS-1 Single Family Residential District, except as defined below, and the requirements of the UCO - Upland Conservancy Overlay District as that district is mapped on the Site except for initial development work as authorized to accommodate utilities, storm water facilities and path construction.

~~C.D.~~ The following requirements of the RS-1 Single Family Residential District are hereby modified as defined herein:

- a. 46-235 regarding lot area and width is hereby waived and the area devoted to residential units shall be as defined on the Condominium Plat.
- b. 46-237 regarding yards is hereby waived except that residential units may not be constructed closer than fifteen (15) feet from the Right of Way nor closer than twenty (20) feet from each other.

Section II. Improvements.

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

A. Streets.

1. Developer shall, at its sole expense, grade, construct and surface public streets on and off of the Site as shown on and in accordance with the plans and specifications set forth on Exhibit E.
2. Developer shall dedicate and the Village shall accept any public streets on the Site upon approved completion of the second lift of asphalt on such streets as approved by the Village Engineer and DPW Director. Said second lift of asphalt shall be installed within fourteen (14) months after installation of the first lift of asphalt unless an extension is authorized by the Village Engineer and DPW Director at their discretion. The Village may at its sole discretion and to the extent feasible, perform snow and ice removal on undedicated public streets after the first lift of asphalt has been installed, including installation of interim inlets and asphalt wedges at the curb/gutter line and around manholes and other infrastructure protrusions in the roadway, and an occupied residence is located in the subdivision. The Developer shall otherwise be responsible for snow and ice removal activities from undedicated street(s) and to provide access within the Site for public safety and utility purposes to the extent not carried by the Village until there has been an acceptance of all Site street dedications.
3. Developer shall be responsible for obtaining permission from the Waukesha County Department of Transportation for improvements, if any, to be made to CTH K under this Agreement and for obtaining approval and acceptance by Waukesha County for improvements actually made.
4. Developer shall construct and surface the public streets called for under this Section in one (1) phase as shown on Exhibit E.

B. Sanitary Sewer.

1. Developer shall, at its sole expense, construct, install, and provide a complete sanitary sewage collection system throughout the entire Site and perform in accordance with the plans and specifications set forth on Exhibit E and at no cost to the Village. The

construction of the sanitary sewer system required hereunder shall be constructed so as to fully service the Project.

2. Subject to the provisions of Sections I. B. 3, 4 and 5, Section II and Section IV I. of this Agreement and upon completion of the sanitary sewage collection system serving the Site in accordance with the plans and specifications set forth on Exhibit E, Developer shall dedicate and the Village may accept and allow such system to be connected to the existing Village sewage collection system.
3. The Village Board has no obligation to accept dedication of any component of any sewer improvements or to allow the improvements to be connected to the existing Village sewage collection system until the applicable components of the sanitary sewer have been installed in accordance with plans and specifications approved and accepted by the Village as set out in Exhibit E. At its sole expense, Developer shall clean and televise the sewer system prior to its connection to the Village sanitary sewer system and shall provide a written report and DVD copy of the televised inspection thereof.
4. No occupancy permits shall be processed or issued until the sanitary sewer collection system servicing the Site has been dedicated to, and accepted by, the Village.

C. Water.

1. Developer shall, at its sole expense construct, install, furnish, and provide a completed system of water distribution throughout the entire Project, in accordance with the plans and specifications attached hereto as Exhibit E and including such provisions for connection to future development or expansion of the water system as deemed necessary by the Village. The construction of the municipal water system required hereunder shall be conducted so as to fully service the Project.
2. Upon completion of the water system serving the Site in accordance with the plans and specifications set forth in Exhibit E, Developer shall dedicate, and the Village shall accept, such segment of the water system and, subject to the terms of this Agreement, allow connection to the Village water system.
3. The Village Board has no obligation to accept any component of the water distribution system until the applicable component of the water distribution system has been inspected by the Village Engineer and DPW Director and is determined to be installed in accordance with plans and specifications approved by the Village.
4. No occupancy permits shall be processed or issued until the water distribution system servicing the Site has been dedicated to, and accepted by, the Village.

D. Storm/Surface Water System & Site Grading.

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

2. The Village Board shall have no obligation to accept the dedication of the storm/surface water system until the system has been inspected by the Village Engineer/DPW Director and installed in accordance with plans and specifications approved by the Village as set out in Exhibit E.
3. Developer and the Homeowners Association for the Site provided for in Section IV. C. of this Agreement shall be jointly and severally responsible for the maintenance of all detention and retention basins and private storm sewer as shown on Exhibit E both before and after completion of said facilities. This includes the responsibility for routinely conducting all dredging and cleaning of detention and retention basins and private storm sewer to assure that they perform adequately. This responsibility shall be recorded in a Storm Water Management Facility Maintenance Agreement with respect to the Site in the form attached hereto as Exhibit F. Developer may, at Developer's sole option, transfer its maintenance obligations for the detention and retention basins to the Homeowners Association at any time after more than twenty-five (25) condominium homes have been improved and occupied and thereby may be released from all individual obligations under this paragraph provided the Homeowners Association, of which the Developer, as a lot owner, is a member, has been established and is functioning in the normal course of business. In any event, Developer's (but not the Homeowners Association's) obligations under this paragraph shall cease without further action upon the termination of all of Developer's fee simple interests in title to all lots provided the Homeowners Association has been established and is functioning in the normal course of business.
4. Developer shall, at its sole expense, grade the Site in accordance with the final Master Grading plans and specifications set forth on Exhibit E. Developer will be allowed to deviate up to 6 inches from the Master Grading plans upon completion of interim Site grading for the interior portions of individual lots. Developer shall be required to complete elements of the Master Grading plans related to surface water drainage for individual lots and for the entirety of all Outlots and Right of Way areas prior to acceptance of improvements by the Village. A lot grading plan in compliance with the final Master Grading plans and specifications shall be submitted by the Developer at the time of permitting for each individual condominium unit to the Village Engineer or Building Inspector for their respective approval. Said grading, as approved, shall be implemented prior to occupancy of that condominium unit.

E. Site Clearing/Restoration.

1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree trunks, and shrubs, and all rubbish currently located on the Site in accordance with all applicable State, Federal and municipal codes and ordinances.
2. Developer shall not destroy or remove any live vegetation nor conduct any grading, filling or other construction related activities within the Isolated Natural Resource Area

zoned UCO – Upland Conservancy Overlay District except as set forth in the finally approved plans and specifications and under any required issued DNR permit.

3. Developer shall be responsible for compliance with all applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement of trees including, but not limited to submission of a tree protection plan and obtaining of a tree permit prior to start of work on the Site.
4. Developer shall lawfully and with applicable permits raze and remove the existing house and abandon any existing private well and septic system, if any, and, thereafter, establish no private wells or septic systems on the Site.

F. Landscaping and Erosion Control.

1. Developer, and all its agents, contractors and subcontractors shall grade, seed and otherwise landscape the Site in strict compliance with the plans and specifications set forth on Exhibit E, and shall at all times remain in compliance with all applicable municipal and state erosion control restrictions and requirements. Developer shall complete required erosion control inspections and reports in accordance with the erosion control permit standards. Developer shall be responsible for costs of periodic compliance inspections of erosion control facilities that will be conducted by the Village Engineer or his designee.
2. If any erosion control facilities (including but not limited to bales, silt fence and berms) are washed out or otherwise rendered ineffective as determined by the Village Engineer or DPW Director or Building Inspector, Developer shall repair or replace said facilities within 48 hours of being so notified in writing by the Village Engineer or DPW Director or Building Inspector. If Developer fails to repair or replace said facilities within 48 hours of being so notified by the Village Engineer or DPW Director or Building Inspector the Village may, but is not required to, repair or replace such facilities and charge 125% percent of all costs incurred by the Village in so reinstalling said facilities to Developer. The Village may collect this amount from any amounts payable to Developer that the Village is holding pursuant to this Agreement.
3. Developer shall, simultaneous with the execution of this Agreement, provide the Village a temporary access easement to the Village in the form attached hereto and incorporated by reference as Exhibit G to permit repair or replacement of said facilities in the event of a default by Developer.

G. Street Signs, Pavement Markings and Street Lights.

1. Developer shall provide and install (subject to Village approval) all signs and pavement markings as specified in Exhibit E.
2. Developer shall also provide and install streetlights for the Site as specified in Exhibit E at no cost to the Village utilizing lights available from WE Energies as approved by the Village DPW Director. Streetlights shall become the property of Wisconsin Energy

Corporation. Thereafter, all repairs, maintenance, operation and replacement shall be performed by Wisconsin Energy Corporation.

3. Following installation of streetlights by Developer and acceptance of the installation by the Village with other infrastructure, operational and electrical expenses shall be paid for by the Village.

H. Hazardous Substances.

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

I. Pathways/Sidewalks.

1. Developer shall provide, install and pave with asphalt all onsite and offsite pathways as specified in Exhibit E. Developer shall grant on the Certified Survey Map and other document as appropriate, a permanent access easement to the general public for unrestricted passage and enjoyment of paths outside the Right of Way as described in Exhibit I – Public Access Easement.
2. Although asphalt paved pathways constructed by Developer shall be accessible by the general public, maintenance of all pathways in a condition that meets standards prescribed by the Village from time to time shall be the responsibility of the Homeowners Association.
3. Paved pathways accessible to the general public, including paved pathways used for emergency access to the subdivision, shall be maintained year-round including winter maintenance performed in compliance with the Village Code requirements for snow and ice removal and control on public sidewalks. Unpaved pathways or other pathways or trails not intended for use by the general public may be maintained during winter at the discretion of the Homeowners Association.
4. At the time of entry into this Agreement, Developer shall grant the Village and its agents or subcontractors a permanent easement to access said pathways and repair/maintain them at the Village’s sole option in the event of default by the responsible party in the maintenance thereof in the form attached hereto as Exhibit J. Any repair or maintenance performed by the Village hereunder shall be assessed against all subdivision property owners as a special charge pursuant to the Wisconsin Statutes.

J. Street Trees.

1. Developer has provided a plan for the installation of street trees as shown in the Street Tree Plan set forth in the attached Exhibit E, which plan shall be in compliance with all applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to trees.
2. Upon application for a building permit for a given condominium unit, the Developer shall pay to the Village the cost of providing and planting trees as required by the Village Code and as identified on the Street Tree Plan as such cost is determined by the Village. The Village will provide for the installation of street trees adjacent to completed houses in accordance with Exhibit E for which the fees as provided in this section J. (2.) have been paid during the next planting season after occupancy is granted for a given condominium unit.

K. As Built Drawings

Developer shall, at its sole expense, furnish one set of reproducible “as built” plans for the Project improvements described in this Section II including the final location and elevation of the various improvements as required by the Village Engineer and/or Public Works Director including, but not limited to roads, sanitary sewer facilities, water facilities, storm water facilities, sidewalks/paths, street signs, street lights and street trees. Reproducible plans shall be provided on Mylar or another similar media acceptable to the Village Engineer and to the Director of Public Works together with an electronic file copy of said plans compatible with the Village’s GIS software prior to Village acceptance of dedication. Electronic plans provided hereunder shall include GPS locations for manholes, valves and other included items at a fixed location. Electronic plans provided hereunder shall also include size and species for all street trees.

Section III. Dedication.

- A. Subject to all of the other provisions of this Agreement and the exhibits attached, Developer shall, without charge to the Village, upon completion of all public improvements on the Site described as such in the Certified Survey Map and Final Condominium Plat and in accordance with any plans and specifications attached hereto as exhibits, unconditionally give, grant, convey and fully dedicate the same to the Village, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including, without limitation, all buildings, structures, mains, conduits, pipes, lines, machinery, equipment and appurtenances which may in any way be a part of such public improvements and together with any and all necessary easements for access thereto. Developer shall obtain title insurance to insure the transfer of ownership in portions of the Site that are dedicated to the Village. Developer shall also pay, when due, all transfer taxes that arise as a result from said dedications.

- B. Developer shall notify the Village, in writing when any public improvement described as such in the applicable Certified Survey Map and on the attached exhibits is complete in accordance with the plans and specifications attached hereto as exhibits. Within fourteen (14) days of the date of such notice, the Village Engineer and DPW Director shall inspect and/or re-inspect as necessary any public improvements described in Developer's notice and prepare and deliver to Developer a written punch list of repairs necessary to bring such public improvement into conformance with the applicable plans and specifications. Upon Developer's written notice to the Village Engineer and DPW Director that all punch list repairs for any such public improvement are complete, and following satisfactory completion of any applicable re-inspection, the Village shall, subject to the re-inspection and approval of the Village Engineer and DPW Director, by separate resolution, accept the dedication of such public improvement.

- C. Unless previously provided, simultaneous with the acceptance by the Village of any sanitary sewer, water or storm/surface water improvement on the Site, Developer shall, at its sole expense, furnish one set of reproducible "as built" plans of such public improvement. Reproducible plans shall be provided on Mylar or another similar media acceptable to the Village Engineer and to the Director of Public Works together with an electronic file copy of said plans compatible with the Village's GIS software prior to Village acceptance of dedication. Electronic plans provided hereunder shall include GPS locations for manholes, inlets, valves and other structures.

Section IV. Building/Occupancy Permits.

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

- B. The Village will have no obligation to process or to issue Occupancy Permits for any building until all utilities for the Site have been completed, dedicated and accepted by the Village (acceptance of which shall not be unreasonably delayed or deferred) and the first lift of asphalt for all streets have been installed.

Section V. Miscellaneous Requirements and Provisions.

- A. Survey Monuments. Developer agrees to properly place all survey or other monuments required by applicable state statute or municipal ordinance, and further agrees to permanently

monument the boundaries of the environmental corridor (constituting either wetlands or other environmental corridor) by placing monuments that comply with the specifications set out in Chapter 236, Wis. Stats., at every point where a lot boundary line intersects the environmental corridor and at the mid-point of the environmental corridor boundary within each lot and at any change in direction of the boundary lines.

- B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and Homeowner's Association, as required below, a provision indicating that the use of water for purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as otherwise directed by the Village of Hartland from time to time.
- C. Declaration of Restrictions and Homeowner's Association. Developer hereby agrees to execute and record a Declaration of Restrictions and Homeowners' Association with respect to the Site in the form of Exhibit J attached hereto. No occupancy permits shall be granted until both the Declaration of Restrictions has been approved by the Village and recorded and the Homeowners' Association incorporated.
- D. Grade. Exhibit E sets out maximum yard grade elevations that shall be required on the Site. One set of an as-built version of Exhibit E shall be provided by the Developer, at its sole expense, in a Mylar reproducible format and in electronic format compatible with the Village's GIS software, to the Village prior to the dedication of the public streets.
- E. Underground Utilities. All new electrical, telephone, gas and cable television utilities and services on the Site shall be buried underground in accordance with Chapter 50 of the Municipal Code of the Village of Hartland. Coordination of installation of such utilities and services shall be the responsibility of Developer.
- F. Manner of Performance. Developer shall cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.
- G. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and approvals from all governmental authorities with jurisdiction over the Site, including, but not limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control Commission, and Department of Natural Resources, when required prior to the start of construction, demolition or hazardous waste abatement with respect to the applicable portion of the Site work. Developer or the Purchaser of individual lots shall be solely responsible for paying, at the time of building permit application, all applicable sewer or water connection fees pertaining to connection of such utilities servicing the Project which are customarily and uniformly assessed.

- H. Locations. The parties agree that the locations of existing Village water, sanitary sewer and storm sewer facilities as indicated on Exhibit E are approximate locations only. It is Developer's sole responsibility to definitively locate all such Village facilities in the field, and the Village bears no liability if any of said facilities are not located where indicated in the documents described in this subsection.
- I. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior to executing a contract for sale/purchase of a given lot anticipated future expenses of buyer related to developer and lot owner obligations in this Agreement including payment of impact fees, connection charges, RSAC, street tree installation, potential Special Charge and other applicable items.

Section VI. Time.

- A. Provided that the Village grants approval to commence within fifteen (15) business days from the request by Developer and following the execution and recording of this Agreement and its Exhibits, Developer shall complete the following aspects of said improvements on the Site for the Project, all in compliance with the requirements of this Agreement, on or before the following dates:
1. Completion of installation of the first lift of asphalt on the public streets serving the Project pursuant to Exhibit E on or before October 31, 2019 unless extended by the Village Board upon recommendation of the DPW Director and Village Engineer.
 2. Installation of sanitary sewage collection and water distribution systems servicing the Site pursuant to Exhibit E on or before October 31, 2019.
 3. Completion of storm/surface water drainage facilities servicing the Site as specified in Exhibit E on or before October 31, 2019.
 4. Completion and recording of the Certified Survey Map and Final Condominium Plat on or before November 15, 2019.
- B. Except as set forth in subsection C below, time is of the essence as to all deadlines set forth in this section. Upon failure of Developer to meet one or more deadlines specified in this section, Village may (but is not required to) complete that aspect of the project and charge Developer 125 percent (125%) of the actual costs incurred by Village in so completing that aspect of the Project. Village may draw upon the security provided in this Agreement for the payment of said charges against Developer.
- C. If delay in completion of any public improvements on the Site described in this Agreement is caused or contributed to by act, omission, misconduct or neglect of the Village or those acting for or under the Village, labor disputes, casualties, acts of God or the public enemy, governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action of public utilities or of local, state or federal governments affecting the work or other causes

beyond Developer's reasonable control, then the time of completion of such public improvements shall be extended for the additional time caused by such delay.

Section VII. Payment of Village Fees.

Developer agrees to provide to the Village the following:

1. Developer and Village acknowledge that the Village has caused a needs assessment study to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and facilities. The Parties acknowledge that the ultimate occupants of the Site will likely utilize these Village services and facilities and that the impact fees imposed by Village Ordinances are necessary to pay for the capital costs of the facilities in order to accommodate land development. Accordingly, Developer represents and warrants that it will pay or cause the lot owner to make concurrent payment to the Village impact fees in the then current amount in accordance with the Village Code upon application for building permits.
2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the Village, in cash or check, in the amount of \$50,000 at the time of execution of this Agreement. Developer shall be responsible for actual inspection costs and fees incurred by the Village which shall first be deducted from such deposit.
3. Developer shall, in cash or check, continue to maintain an escrow balance with the Village of Hartland through which the Village will reimburse itself for legal, administrative, engineering and fiscal expenses paid by the Village on behalf of the Project. From time to time during the development process, after said escrow deposit is diminished by expenses incurred or to be incurred by the Village, the Village may require additional funds to be deposited into the escrow, which additional funds shall be paid within 30 days after written demand.
4. Developer acknowledges that sanitary sewer service to individual lots within the Site is subject to payment of both a Connection Charge under Section 86-276 of the Village Code and a Regional Sewer Availability Charge ("RSAC") under Section 86-277 of the Village Code of Ordinances as those sections and fees may be adjusted from time to time. Developer represents and warrants that it will pay or cause the lot owner to make concurrent payment to the Village the then current Connection Charge and RSAC fee for each of the fifty (50) homesites on the Site upon application for building permits including connection to the sanitary sewer system.

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

- A. Security Required. Prior to commencement of construction activities related to the Development, Developer shall deliver or cause to be delivered to the Village acceptable security equal to one hundred fifteen percent (115%) of the Village Engineer's cost estimate

of all public and ~~private~~-public interest (i.e. retention/detention ponds, walkways and paths, monument signage, sanitary sewer, storm sewer, water, and other improvements) improvements for the Site shown on the applicable Plat and the plans and specifications pertaining thereto (including, but not limited to, temporary and permanent landscaping and erosion control provisions, landscaping, seeding, and other improvements); and

- B. Form of Security. Pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes, as determined by Developer, security provided hereunder shall be in the form of a performance bond or an original, irrevocable letter of credit issued by a federally insured banking institution, the financial condition of which is acceptable to the Village, naming the Village as payee and expiring no sooner than twelve months, and being in a form acceptable to the Village Attorney. It is the preference however of the Village that security be provided in the form of a letter of credit. The amount of such security shall reduce subject to the provisions of Section VII.D. hereafter and when work secured hereby is completed and dedicated to the Village.
- C. Maintenance of Security. Security as described in this Section shall be renewed in a form acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be maintained as described below for a period of time expiring 14 months after the improvements for which the security is provided are substantially complete in accordance with §236.13 (2) (a) 1., and §236.13 (2) (a) 2. of the Wisconsin Statutes which provides:

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

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

- D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced as the improvements described in the Plat and the plans and specifications set forth on the attached exhibits are completed and approved by the Village Engineer and DPW Director in accordance with the following procedure.
1. From time-to-time during the course of construction, Developer may request the Village Engineer and DPW Director to inspect the construction work completed to that date, and the Village Engineer and DPW Director, as agent of the Village, shall use its best efforts to make such inspection within seven (7) days after the request.

2. The request to inspect shall be accompanied by a certification prepared by Developer's engineer and stating the work completed, an estimate of the dollar value of the work completed to date of the request and since Developer's engineer's last certification and that the work has been completed in a good and workmanlike manner and in compliance with the Plat and applicable plans and specifications.
 3. The request for inspection shall also be accompanied by a certification from Developer's engineer estimating the cost to complete the remaining balance of the improvements, with the estimated dollar value of the improvements completed and the estimated cost to complete the remaining improvements being on a form and presented in a manner reasonably acceptable to the Village Engineer and DPW Director.
 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn contractor's statement and appropriate photocopies or originals of lien waivers showing that all work in place and for which a reduction in the security is requested has been fully paid for or that all mechanic's or other liens have been waived.
 5. The Village Engineer and DPW Director shall approve a reduction in the Security provided the following are met:
 - i. Receipt of the required documentation from the Developer
 - ii. Inspection by the Village Engineer
 - iii. Certification by the Village Engineer to the Village and to the financial institution issuing any letter of credit:
 1. The dollar value of the work completed to the date of the request for inspection and since the last certification by the Village Engineer
 2. That the work has been completed in a good and workmanlike manner and in compliance with the Plat and the applicable plans and specifications
 3. That no mechanic's or other liens will attach to the Site or to any property of the Village as a result of the installation of the improvements
 4. That Developer's engineer's or Village Engineer's estimate of the dollar value of the work completed and the cost to complete the remaining improvements are reasonable.
 - iv. The balance remaining in the security is at least equal to one hundred percent (100%) of the cost to complete all the remaining public and private improvements plus fifteen percent (15%) of the total cost of any completed improvements.
- E. Release of Security Upon Completion. Upon final completion of all of the improvements, the acceptance by the Village of the development and posting of any required warranty or maintenance bond security, the then remaining balance of the security shall be released and

returned, after first drawing upon the security for any fees and costs due and owing to the Village pursuant to all applicable ordinances and this Agreement.

- F. Return of Excess Proceeds After Default. In the event of default by Developer under this Agreement, if any of the security funds remain in the possession of the Village after all of the public and private improvements have been completed in a good and workmanlike manner and in accordance with the applicable Final Plat and applicable plans and specifications, all warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village, including reasonable attorney's fees, engineering fees, consultant fees, or other out-of-pocket expenses incurred in completing the improvements, in releasing liens thereon in paying for work completed prior to default are paid, or other costs incurred as a result of the default of Developer; then any remaining balance shall be paid to Developer, subject to any claim to said funds exerted by any financial institution issuing any letter of credit given as security.

Section IX. Guarantee of Improvements.

- A. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer pursuant to this Agreement shall meet or exceed all state, federal and local requirements and specifications and that the public improvements are and will remain in good and sound condition for and during a period of twelve (12) months from the date of final acceptance of dedication by the Village.
- B. Guarantee Security. Notwithstanding the following in this section, it is the preference of the Village that security be provided in the form of a letter of credit. Developer shall furnish to the Village, prior to final acceptance of dedication of the public improvements by the Village, guarantee security pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes consisting, as determined by Developer, of a performance bond or an original, irrevocable letter of credit issued by a federally insured banking institution, the financial condition of which is acceptable to the Village, naming the Village as payee, expiring no sooner than fourteen months from the date of substantial completion of the covered improvements and equaling in the aggregate to ten percent (10%) of the total final cost of the improvements, which guarantee security will be retained by the Village for a period of fourteen (14) months after the substantial completion of the improvements as initial security for Developer's guarantee that the workmanship and materials furnished meet or exceed all state, federal and local requirements and specifications, and that the improvements are and will remain in good and sound condition for and during the twelve-month period from and after their acceptance. Separate bonds or letters of credit may be utilized because the time frame for the acceptance of each type of improvement may be different.
- C. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of Developer's guarantee and

shall leave the improvements in good and sound condition, satisfactory to the Village and Village Engineer and DPW Director at the expiration of the guarantee period; provided, however, Developer's obligation to repair shall not extend to repairs necessitated by or related to any act, omission, neglect or misconduct of the Village, its agents, employees or contractors (and the guarantee security may not be drawn against in such instances).

- D. Notice of Repair. If during a respective guarantee period, the improvements shall, in the professional opinion of the Village Engineer and DPW Director, require any repairs or replacements which in his judgment are necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, Developer shall, upon written notification by the Village Engineer and DPW Director of the necessity for such repairs, make such repairs, at its own cost and expense. Should Developer fail to make such repairs within a reasonable time after written notice has been sent as provided herein, or fail to start work within fourteen (14) calendar days after such written notice, weather permitting, the Village may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the Village may draw upon said guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the cost or expense incurred by the Village in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, the Developer shall, within thirty (30) days of being invoiced by the Village, pay 125 percent of any excess cost or expense actually incurred in the correction process.
- E. Maintenance Prior to Acceptance. Developer shall maintain the public improvements until such time as they are accepted by the Village in dedication. This maintenance shall include routine maintenance, such as dust suppression, crack filling, roadway patching and the like. In cases where emergency maintenance is required, such as sewer blockages, the Village retains the right to complete the required emergency maintenance in a timely fashion and bill Developer for all actual associated costs. The Village shall not be responsible for snow removal prior to acceptance of the public street improvements except as set forth in subsection **II. A. 2** unless mutually agreed in writing signed by both parties hereto to the contrary. All improvements shall be maintained so they conform to the applicable plans and specifications attached as exhibits to this Agreement at the time of their acceptance by the Village.

Section X. Method of Improvement.

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

Section XI. Zoning.

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

Section XII. Indemnification and Insurance.

A. Indemnification.

1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, Developer shall INDEMNIFY AND SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND the same from and against any and all liability, claims, loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise in the course of out of, or as a result of the performance, mis-performance, or nonperformance of Developer's obligations under this agreement or the negligent construction or operation of public improvements covered thereby until the dedication of said public improvements is accepted by the Village and after the dedication of said improvements only if the occurrence giving rise to the claim predates the dedication.
2. In every case where judgment is recovered against the Village if notice and opportunity to defend has been given to the Developer of the pendency of the suit within ten (10) days after service of the summons and complaint on the Village, the judgment shall be conclusive upon the Developer not only as to the amount of damages, but also as to its liability to the Village.

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

1. For Developer's contractors and others working on the Site, Worker's Compensation, including Occupational Disease, Insurance meeting the statutory requirements of the State of Wisconsin, and Employer's Liability insurance in an amount of at least Five Hundred Thousand Dollars (\$500,000.00).
2. For Developer and Developer's contractors, Comprehensive Liability Insurance providing limits for bodily injury and personal injury of One Million Dollars (\$1,000,000.00) combined single limit. The policy must include the Village and its agents, officers and employees as "additional insured" and provide premises, operations, elevators, damage, blanket contractual covering indemnities within contract documents, products and completed operations coverage and be endorsed as "primary and non-contributory" to any insurance of the additional insured, except from their sole negligence.
3. For Developer's contractors and others working on the Site, Comprehensive Automobile Liability Insurance, on occurrence basis, covering all owned, non-owned and hired vehicles with limits of liability equal to those set forth in paragraph B (2) above.

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

All endorsements must state that notice of any material change in coverage or nonrenewal or cancellation will be provided to the Village not less than thirty (30) days prior to the effective date of any such change, nonrenewal or cancellation. The form of the endorsement of insurance will be subject to the approval of the Village, prior to commencement of construction or Site preparation activities, which shall not be unreasonably withheld.

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

Section XIII. Agreement for Benefit of Purchasers.

Developer agrees that in addition to the Village's rights herein, the purchaser of any lot or any interest in any lot or parcel of land in the development and the Homeowners' Association for the Site shall be third-party beneficiaries for the limited purpose of ensuring that developable lots are ultimately made available for purchase in accordance with the terms of this Agreement.

Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly understood and agreed that any or all of the provisions of this Agreement may be amended, modified, waived, and/or annulled by written agreement by and between the Developer and the Village alone, without any requirement that the purchaser or owner of any lot or parcel of land in the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join in or consent to same.

Section XIV. General Conditions and Regulations.

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

Section XV. Assignment.

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

Section XVI. Amendments.

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

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

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

Section XVIII. Miscellaneous Provisions

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

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

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

[SIGNATURES FOLLOW]

OVERLOOK TRAILS, LLC

By: _____
Mathew Neumann, CEO, Neumann Developments Inc., sole member

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

Attest: _____
Darlene Igl
Village Clerk

[NOTARY STATEMENTS FOLLOW]

SCHEDULE OF EXHIBITS

Exhibit A Legal Description

Exhibit B Site Plan

Exhibit C Zoning

Exhibit D Proposed Condominium Plat

Exhibit E Plans and Specifications

Exhibit F Storm Water Management Facility Maintenance Agreement

Exhibit G Temporary Access Easement

Exhibit H Phase I Evaluation

Exhibit I Public Access Easement

Exhibit J Permanent Access/Maintenance Easement

Exhibit K Subdivision Declarations

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TERRITORY TO
THE VILLAGE OF HARTLAND, WISCONSIN
PURSUANT TO WIS. STAT. § 66.0217(2)

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

SECTION 1. Territory Annexed. In accordance with sec. 66.0217(2) of the Wisconsin Statutes and the Petition for Direct Annexation By Unanimous Approval filed with the Village Clerk on the 5th day of September, 2018 unanimously signed by the owners of all of the land in area in the territory within the Town of Merton, Waukesha County, Wisconsin described in Exhibit A and Exhibit B, which are attached hereto and incorporated by reference, is annexed to the Village of Hartland, Wisconsin. The current population of such territory is zero (0).

SECTION 2. Effect of Annexation. From and after the effective date of this Ordinance the territory described in Section 1 shall be a part of the Village of Hartland for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the Village of Hartland.

SECTION 3. Ward Designation. The territory described in Section 1 of this Ordinance is hereby made a part of Ward 12 of the Village of Hartland, subject to the ordinances, rules and regulations of the Village of Hartland governing wards.

SECTION 4. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 5. Effective Date. This ordinance shall take effect upon and be in full force after adoption and the later of the date of proper publication or the effective date of an ordinance effecting zoning on this parcel. In the event the ordinance effecting zoning is not effective by March 1, 2019, this ordinance shall be null and void and without effect.

Passed and approved this _____ day of
_____, 2018.

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, MMC, WCPC, Village Clerk

ANNEXATION EXHIBIT "A"

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 8 NORTH,
RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

C.S.M. #3611
TAX KEY # MRTT0387999001

UNPLATTED LANDS
TAX KEY # MRTT0387999

N89°12'56"E 1315.45
N. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18

UNPLATTED LANDS
TAX KEY # MRTT0388990

TOWN OF MERTON
VILLAGE OF HARTLAND

E. LINE, S.W. 1/4, SEC. 25-8-18
(N00°30'30"E 2637.91)

1318.955

UNPLATTED LANDS
TAX KEY # HAV038899002

S00°30'30"W

TOTAL ANNEXATION AREA

1,734,293 S.F.
39.8139 Ac.

TAX KEY #
MRTT0387997

MARY HILL SUBDIVISION
VILLAGE OF HARTLAND
TOWN OF MERTON
PRIVATE DRIVE
1320.25
W. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18

SOUTHERN OAK DR

MARY HILL SUBDIVISION
TAX KEY # MRTT0387999

N00°25'53"E

TAX KEY #
MRTT0387996

(P.O.B.)
S. 1/4 CORNER,
SEC. 25-8-18

S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42)

33'

TOWN OF MERTON
VILLAGE OF HARTLAND

S89°09'28"W 1313.71

LISBON ROAD (C.T.H. "K")

VILLAGE OF HARTLAND
TOWN OF MERTON



NORTH
SCALE: 1" = 200'



TRIO ENGINEERING, LLC
12660 W. North Ave. Bldg. "D"
Brookfield, WI 53006
Phone: (262) 790-1480
Fax: (262) 790-1481

THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 8/27/18

ANNEXATION EXHIBIT "B"

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 8 North, Range 18 East, in the Town of Merton, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 25; said point being the place of beginning of lands hereinafter described;

Thence South 89°09'28" West and along the South line of the said Southwest 1/4 Section and the centerline of "Lisbon Road" (C.T.H. "K"), 1313.71 feet to a point; Thence North 00°25'53" East and along the West line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1320.25 feet to a point; Thence North 89°12'56" East and along the North line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1315.45 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'30" West and along the said East line of the said Southwest 1/4 Section, 1318.955 feet to the point of beginning of this description.

Said Parcel contains 1,734,293 Square Feet (or 39.8139 Acres) of land, more or less.

Date: 8-27-18



A handwritten signature in cursive script that reads "Grady L. Gosser".

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

VILLAGE OF HARTLAND

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF HARTLAND**

WHEREAS, The Village of Hartland has received a request to consider the zoning of properties requested for annexation from the Town of Merton that are to be included in a proposed residential development and more specifically the approximately 39.8 acre area located east of the Mary Hill subdivision and north of CTH K including Parcels MRTT0387997 and MRTT0387996 to RS-1 Residential Single Family District with a Planned Unit Development (PUD) Overlay District to allow a single-family residential development in condominium ownership; and

WHEREAS, The Village of Hartland Plan Commission has considered the request and has recommended approval of RS-1 Residential Single Family District with both Planned Unit Development (PUD) and Upland Conservancy Overlay Districts and finds that it is necessary and desirable to establish the zoning of this property as noted above; and

WHEREAS, The Village Board of Trustees conducted a Public Hearing regarding this proposed change on October 22, 2018.

NOW THEREFORE, THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DO ORDAIN AS FOLLOWS:

Section 1: The Village of Hartland Zoning Map is hereby amended to zone the following properties located east of the Mary Hill subdivision and north of CTH K including Parcels MRTT0387997 and MRTT0387996 to RS-1 Residential Single Family District with both Planned Unit Development (PUD) and Upland Conservancy Overlay Districts as shown in the attached Exhibit A.

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

Section 3: This Ordinance shall take effect and be in full force after adoption and the later of the date of proper publication or the full execution of the Planned Unit Development Agreement in this matter. In the event the Planned Unit Development Agreement has not been executed by March 1, 2019, this ordinance shall be null and void and without effect.

Adopted this _____ day of _____, 2018.

VILLAGE OF HARTLAND

ATTEST:

By: _____
Jeffrey Pfannerstill, Village President

Darlene Igl, MMC, WCPC, Village Clerk

EXHIBIT A



Village of Hartland

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Hartland does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1 = 273'



Village of Hartland

210 Cottonwood Ave
Hartland, WI 53029
262-367-2714

Print Date: 10/12/2018



Hartland BID Board of Directors 3 year terms

Term to expire December 31, 2019		
<p>Tom Brass, BID President Tom Brass Insurance 151 East Capitol Dr Hartland, WI 53029 262-367-4747 TomBrass@aol.com</p>	<p>Marilyn Haroldson, Secretary MH Properties Dorn Rd. Hartland, WI 53029 414-322-9998 makflower@hotmail.com</p>	<p>Jon Wojciechowski, BID Past President Wealth Development Corporation 795 Greenway Terrace Hartland, WI 53029 262-560-9770 jonwojo825@gmail.com</p>
Term to expire December 31, 2020		
<p>Mike Badani Hartland Village Mart CITGO 301 E Capitol Dr Hartland, WI 53029 262-367-8099 hvmart@yahoo.com</p>	<p>Cheryl Pfundtner, Treasurer H+P CPAs 365 Cottonwood Ave Hartland, WI 53029 262-367-5505 cheryl@hpcpa.tax</p>	<p>Dr. Jim Muenzenberger Generations Dental 139 E Capitol Dr Hartland, WI 53029 262-367-2750 drjimsteam@hotmail.com</p>
Term to expire December 31, 2021		
<p>Steve Berger, BID Vice President Beer Snobs Ale & Eats 122 Cottonwood Ave Hartland, WI 53029 262-367-6627 sberger173@aol.com</p>	<p>Jeff Pfannerstill Village of Hartland President 210 Cottonwood Ave Hartland, WI 53029 262-367-2714 jeffpfannerstill@gmail.com</p>	<p>Jessie (Senglaub) Puzach Birch & Banyan Coffee 150 E Capitol Dr Hartland, WI 53029 262-313-9912 jessie@birchandbanyancoffee.com</p>
<p>David Cox, Ex-Officio Member Village of Hartland, Village Administrator 210 Cottonwood Avenue Hartland, WI 53029 262-367-2714 davidc@villageofhartland.com</p>	<p>Cindy Gardner, BID Director Hartland BID 135 Cottonwood Ave Hartland, WI 53029 262-367-6560 hartlandbid@att.net</p>	