

JOINT ARCHITECTURAL BOARD/PLAN COMMISSION AGENDA
MONDAY, MARCH 18, 2019
7:00 PM
BOARD ROOM
MUNICIPAL BUILDING, 210 COTTONWOOD AVE.

Roll Call

1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission minutes of February 18, 2019.
2. Architectural Board review and consideration of an application for a sign for 360 Fitness, 592 W. North Shore Drive.
3. Architectural Board review and consideration of an application for a sign for MGM Properties, 420 Cardinal Lane.
4. Architectural Board review and consideration of an application for a sign for Behrend Property LLC, 115 Hill Street.
5. Architectural Board review and consideration of an application for a sign for Nooks & Cranny's Home Décor & Gifts, 540 Hartbrook Drive.
6. Architectural Board and Plan Commission review and consideration of a conceptual plan for an expanded entertainment area in Bristlecone Pines.
7. Architectural Board and Plan Commission review and consideration of a request to renew a Conditional Use Permit for Homegrown Farms for operation for a temporary retail flower hut to be located in the Piggly Wiggly parking lot, 550 Cottonwood Ave.
 - a. **Public Hearing** to hear comments on the request to renew the request for a Conditional Use
 - b. Consideration of a motion to approve the Conditional Use for Homegrown Farms
8. Plan Commission review and consideration of a request to renew a Conditional Use Permit for operation of a temporary greenhouse to be located at Biebel's True Value, 580 Hartbrook Drive.
 - a. Preliminary consideration of plans for the Conditional Use Permit
 - b. Motion to set a Public Hearing to be held during the regular Plan Commission meeting on April 15, 2019
9. Consideration of a motion to table a petition to rezone property at 345 Cottonwood Ave. to the RS-3 Residential Single Family District until the April 15 meeting.
10. Plan Commission review and consideration of actions and items related to The Glen at Overlook Trails, a condominium development on the property located at and adjacent to N56 W28628 CTH K (Lisbon Road).

11. Adjourn

David E. Cox, Village Administrator

A complete packet of meeting materials is normally available by 5:00pm on the Friday before the meeting on the Village website: www.villageofhartland.com (Government/Agendas and Minutes).

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, WCPC/CMC, Village Clerk, at 262/367-2714. The Municipal Building is handicap accessible.

MEMORANDUM

TO: Architectural Board and Plan Commission
FROM: David E. Cox, Village Administrator 
DATE: March 13, 2019
SUBJECT: Agenda Information

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

Item 7 Related to the Conditional Use Permit for temporary retail flower sales by Homegrown Farms.

Background: This is the second review of this matter by the Plan Commission and includes the required public hearing. As a reminder, the ownership of Homegrown Flowers, Genesee Lake School, has petitioned for an extension of the Conditional Use Permit they have held for some time, which allows them to construct a temporary facility for the sale of flowers on the property on Cottonwood occupied by Piggly Wiggly and other businesses. The facility will be located in the grass area between the south edge of the parking lot and the adjacent entrance drive. The Commission is asked to give final review of the proposed extension and to make a recommendation to the Village Board.

Recommendation: Recommend approval to the Village Board with conditions as appropriate.

Item 8 Related to the Conditional Use Permit for temporary retail flower sales at Biebel's True Value.

Background: The ownership of Biebel's True Value has petitioned for an extension of the Conditional Use Permit they have held for some time, which allows them to construct a temporary facility for the sale of flowers on the property they occupy on Hartbrook Drive. As in the past, the facility will be located in the parking lot for the business. The Commission is asked to give preliminary review of the proposed extension and to set the required public hearing for the next Plan Commission meeting on April 15.

Recommendation: Review the matter and set the public hearing for April 15.

Item 9 Related to the proposed rezoning of 345 Cottonwood Ave.

Background: As the attached note indicates, the owner of the building at 345 Cottonwood Avenue has requested that consideration of her rezoning petition be postponed until April when she is able to attend. Assuming the Commission will honor that request, it is asked to adopt a motion to table the matter until the April 15 meeting. The Village Board will be asked to table and postpone as well.

Recommendation: Approve a motion to table the matter until April.

Item 10 Related to the Glen at Overlook Trails

Background: The Plan Commission is asked to give final, pre-construction review to the proposed Glen at Overlook Trails development proposal. 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 on the northwest portion of the site. The proposed development has been considered using the Planned Unit Development process. To this point, the Plan Commission and Village Board have considered and conditionally approved the annexation and zoning of the parcel as well as the Site Plan and preliminary Condominium Plat. The remaining matters include:

1. The overall landscaping plan as it relates to street trees and other plantings on the site.
2. Review of the street lighting plan.
3. Review of the path system and method of moving pedestrians around and through the site.
4. Review of the overall engineering design including storm water, sanitary sewer and water.
5. Review of the PUD Agreement.

Staff has been working with Neumann since this iteration of the plans were received and have requested several updates be made prior to construction. Additionally, the developer has been asked to be prepared to address some of these items at the Plan Commission. A review letter from the Engineer is included in the packet for this meeting as is a revised PUD Agreement based on continued review by staff. Additional information may be sent to the Commission after a meeting with the developer occurs later this week. The packet also includes an updated version of the "Meeting Considerations" document from the Plan Commission's last meeting, which is

reflective of the actions taken by the Commission at that time. As noted previously, the Commission should direct the Developer to prepare or modify any documents as appropriate. The Village Board will require final or near final documents as part of the PUD Agreement.

DC:PC Agenda Info 3-18

cc: Ryan Amtmann, Village Engineer
Scott Hussinger, Building and Zoning Official

JOINT ARCHITECTURAL BOARD/PLAN COMMISSION MINUTES
MONDAY, FEBRUARY 18, 2019
7:00 PM
BOARD ROOM
MUNICIPAL BUILDING, 210 COTTONWOOD AVE.

Present: Jeff Pfannerstill, David deCourcy-Bower, Jack Wenstrom, James Schneeberger, Ann Wallschlager, Tim Fenner and Tim Hallquist.

Others Present: Administrator Cox, Building Inspector Hussinger and Deputy Clerk Bush y.

Call to Order-

1. Consideration of a motion to approve the Jt. Architectural Board/Plan Commission Minutes of January 21, 2019.

Motion (Wenstrom/DeCourcy-Bower) to approve the Jt. Architectural Board/Plan Commission minutes for January 21, 2019 with Deputy Clerk making corrections of the attendance record. Carried (5-0) with 2 abstentions, Wallschlager and Fenner.

2. Architectural Board review and consideration review and consideration of an application for a sign for Holzauer, Hewett & Barta Orthodontics, 520 Hartbrook Drive.

Pfannerstill said it is his understanding that the Administrator and Building inspector would be willing to authorize this if the Plan Commission is in favor of it. Building Inspector Hussinger said it exceeds some of the limits of the sign code but the board has the ability to tweak it and take it case by case. Hussinger said it will be an illuminated sign. Wallschlager commented that it seems like an odd place to put a sign and Administrator Cox said he thinks their intention is to be visible from Hartbrook Drive.

President Pfannerstill pointed out that the traffic on the side street is next to nothing, there is a park there, as well as trees and there will be no residential impact. He went on to say if it helps them bring in more customers, he is all for it. Wallschlager asked if there was a sign on the street and Hussinger said there is a multi-tenant sign. DeCourcy-Bower commented that is more like a directional sign, so people can find their location. Wallschlager asked about the size and Hussinger said it is too large for that wall but the board has the ability to take this on a case by case basis. Hussinger said if they approve this, there should be reasons why. Fenner asked if this is granted, what about the other three doing something similar and Hussinger said they already have signs. There was discussion about the location and possibly making an exception. Hussinger said they do not have a wall sign. It was pointed out that the sign is above a roof line, on an extended dormer and on the side of the main entrance of this building.

Motion (Wenstrom/Wallschlager) to approve the application for a sign for Holzauer, Hewett & Barta Orthodontics, with the exception that it is based on the unique location on the property, the low impact on the neighborhood, located on an architectural feature such as a dormer, near or at their front door and facing the road with only commercial properties. Carried (7-0).

3. Architectural Board review and consideration of an application for a sign for Strike FC, 528 E. Industrial Drive.

Scott Asher from Strike FC was present to explain that they are proposing 2 wall signs, 1 facing east and 1 facing south. They will be attached to the masonry wall, they will be aluminum and have an 8-12 year life span. 1 of the signs will be placed under existing lighting. He said the decision to put up 2 signs is that they are basically looking for something a little more visible of where their location is.

Motion (deCourcy-Bower/Pfannerstill) to approve the application for a sign for Strike FC, 528 E. Industrial Drive. Carried (7-0).

4. Architectural Board review and consideration of an application for office additions for Advanced Disposal, 559 Progress Drive.

Dave Wall from Advanced disposal was present along with their architect to explain the proposed addition. He said they would like to expand the north side in the front and the south side. He said they are looking to consolidate everyone into 1 building as they are currently spread out among several buildings. The new exterior will match the current exterior and the addition will help identify the front entrance. Fenner asked if they would be losing any parking spaces and if so are they going to replace them. Mr. Wall said yes, they will be losing 2 spaces but the employees that park in those 2 spots will park in the fenced in parking area. Hussinger asked if the new addition would allow them to add additional employees and Mr. Wall said the additions will allow them to utilize their space better for their current employees. Hussinger asked if they will be doing any upgrade in their parking and Mr. Wall said not with this addition but possibly in 2020.

There was brief discussion on parking & the amount of employees. There are no issues with setbacks.

Motion (deCourcy-Bower/Pfannerstill) to approve the application for office additions for Advanced Disposal contingent on working with the Building Inspector to replace the 2 parking spaces that are being lost. Carried (7-0).

5. Architectural Board and Plan Commission review and consideration of a request for construction of a new residence for Craig Eisenhut on E. Capitol Drive, Tax Parcel HAV 0725 999 010.

Pfannerstill reminded everyone this property is the old Slugger site and it was previously rezoned and divided into 3 parcels. The home will have siding, masonry and 3 dimensional shingles. It will be 1700 sq. feet and the setbacks are within the guidelines. The home will have a well and septic with the well being on the right side of the house.

Motion (Fenner/Pfannerstill) to approve the request for construction of a new residence for Craig Eisenhut on E. Capitol Drive, Tax Parcel HAV 0725 999 010 Carried (7-0).

6. Plan Commission consideration of a request to renew a Conditional Use Permit for operation of a temporary retail flower hut to be located in the Piggly Wiggly parking lot, 550 Cottonwood Ave.

Pfannerstill pointed out that this temporary flower hut has been going on for years. Wallschlager asked about the use of water from the hydrant and Hussinger said the hydrant is metered.

Motion (Hallquist/Schneeberger) to approve the request to renew a Conditional Use Permit for an operation of a temporary retail flower hut to be located in the Piggly Wiggly parking lot, 550 Cottonwood Ave. (7-0).

7. Plan Commission consideration of a petition to rezone property at 345 Cottonwood Ave. to the RS-3 Residential Single Family District.

It was pointed out that the Plan Commission has to see this 2 times, so this is just the preliminary. At the next Plan Commission meeting is when the Plan Commission will make a recommendation to the Village Board. The owner Donna Kutz said the property was acquired in 2003. She said she has had it on the market for a while but there are no buyers due to its commercial zoning. Pfannerstill asked if there is a parking lot in the back of the building and she said yes.

Pfannerstill commented that Hartland used to be very small and that area originally was zoned commercial. He also said he is concerned about changing it from commercial to residential because the downtown district needs area to develop. Ms. Kutz said the floor plan of the house doesn't work well for a business. Administrator Cox said the front portion of the building cannot be used as residential under the current zoning.

Fenner asked if a special use permit could be done through a zoning appeal. He went on to say a zoning appeal has the ability to grant a special use permit. Wallschlager asked about taxes for residential vs commercial, and Administrator Cox state there isn't any real difference. He reminded the Plan Commission that they don't have to vote tonight. deCourcy-Bower asked if the rezone would change the comp plan. It was pointed out that it is being asked do a zoning that is inconsistent with the comp plan. There was brief discussion on a special exception use permit and Hussinger pointed out that a special exception has to have standards.

Pfannerstill told the Plan Commission to think about it what was discussed tonight.

8. Adjourn

Motion (Wenstrom/Fenner) to adjourn. Carried (7-0). Meeting adjourned at 8:10 PM.

Respectfully submitted by
Recording Secretary,

Deidre Bush y, Deputy Clerk



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

Job Address 360 Fitness			
Lot	Block	Subdivision	Key No. HAV
Owner Tim Mikulance		EMAIL full360fitness1@gmail.com	Phone 262-498-2195
Address 592 W North Shore Dr		City Hartland	State Wi Zip 53029
Contractor Signarama MKE		Phone 414-273-7446 FAX	EMAIL leah@milwaukee-signs.com
Address 5061 W State Street		City Milwaukee	State Wi Zip 53208

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

The DEADLINE for filing is **FIFTEEN WORKING DAYS PRIOR TO THE MEETING DATE** at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

All applications for consideration by the Architectural Board are subject to the policies described in this document.

Commercial/Industrial/Multifamily:

Four (4) bound sets of plans and application material and one (1) electronic copy of all submittals.

Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.

Signs:

Four (4) color renderings of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.

Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.

Four (4) site plans with dimensions. Not required for wall signs or other signs attached to the building.

Four (4) sets of lighting details. Include type, location, number and photometric plan.

Submit Sign Permit Application

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

Date Applied: _____ Date of Meeting: _____ Item No. _____

**DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR SIGN PERMIT**

PERMIT # _____

JOB LOCATION 360 Fitness TAX KEY # _____
OWNER Tim Mikulance PHONE 262-498-2195
ADDRESS 592 W North Shore Dr CITY Hartland STATE Wi ZIP 53029
CONTRACTOR Signarama MKE PHONE 414-273-7446
ADDRESS 5061 W State Street CITY Milwaukee STATE Wi ZIP 53208

SIGN TYPE: WALL PROJECTING AWNING, CANOPY GROUND
 PORTABLE/TRAINING REAL ESTATE PERM. REAL ESTATE TEMP.

WORDS AS THEY WILL APPEAR ON THE SIGN:
The sign will display their logo and read 360 Fitness.

OVERALL DIMENSIONS OF SIGN 96"w x 60"h COLOR OF BACKGROUND White
SIZE OF LETTERS IN INCHES 60.2"w x 55.6"h COLOR OF LETTERS Blue and Black

CONSTRUCTION MATERIALS OF SIGN BACKGROUND (i.e. WOOD, ALUM, ETC.)
White Aluminum Max Metal

ILLUMINATED? YES NO INTERNALLY EXTERNALLY

SIGN PLANS MUST BE APPROVED BY ARCHITECTURAL BOARD PRIOR TO PERMIT BEING APPROVED (SEE ARCHITECTURAL BOARD APPLICATION)

ESTIMATED COST OF ABOVE SIGN \$ \$3,120.00

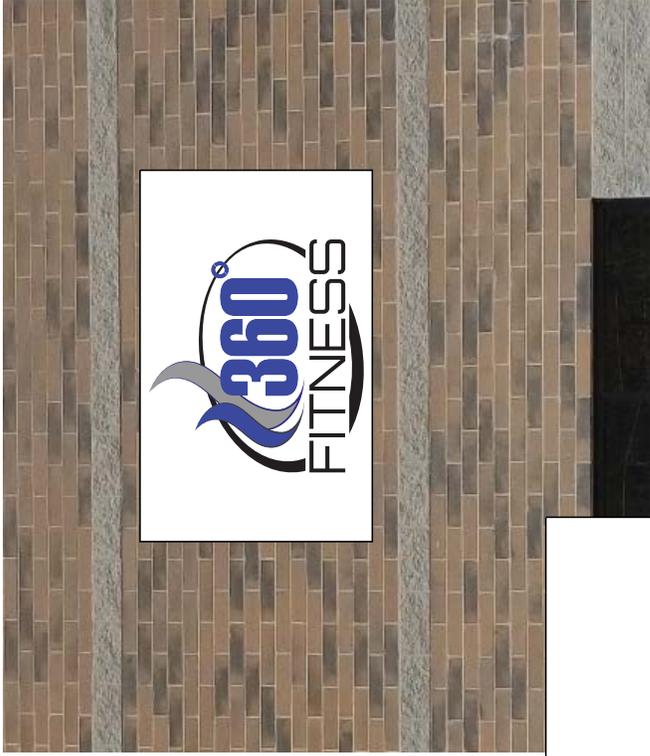
TO THE BUILDING INSPECTOR: THE UNDERSIGNED HEREBY APPLIES FOR A PERMIT TO DO WORK HEREIN DESCRIBED ACCORDING TO THE PLANS AND SPECIFICATIONS FILED HERewith AND LOCATED AS SHOWN ON THIS APPLICATION. THE UNDERSIGNED AGREES THAT SUCH WORK WILL BE DONE IN ACCORDANCE WITH THE SAID DESCRIPTION, PLANS AND SPECIFICATIONS AND IN COMPLIANCE WITH ZONING ORDINANCE AND ALL OTHER ORDINANCES OF THE VILLAGE OF HARTLAND AND WITH ALL THE LAWS AND ORDERS OF THE STATE OF WISCONSIN APPLICABLE TO SAID PREMISES.

APPLICANT Leah Perez DATE 1/9/18

PLANS APPROVED: ARCHITECTURAL BOARD _____

APPLICATION APPROVED: BUILDING INSPECTOR _____ DATE _____

TOTAL FEES: _____ **DATE PAID** _____ **RECEIPT #** _____



60" h

96" w

Dimensional Lettering

Overall Size of Lettering : 60.2" w x 55.6" h

Overall Size of Sign : 96" w x 60" h

Material : Black 1/4" Acrylic Lettering,

Custom painted to match logo colors

To be installed on white max metal backing,

on front face of building

Qty: 1

CUSTOMER: Tim Mkulance
COMPANY: 360 Fitness
SIGNVOX #: QT : 19024

SALESPERSON: Leah Perez
DESIGNER:
PROOF DATE:

REVISIONS:
• Change font from bold italic to bold

PLEASE CHECK ALL PROOFS FOR ACCURATE SPELLING, PUNCTUATION AND LAYOUT.

Signarama Milwaukee will not be held responsible for correcting mistakes on approved artwork.

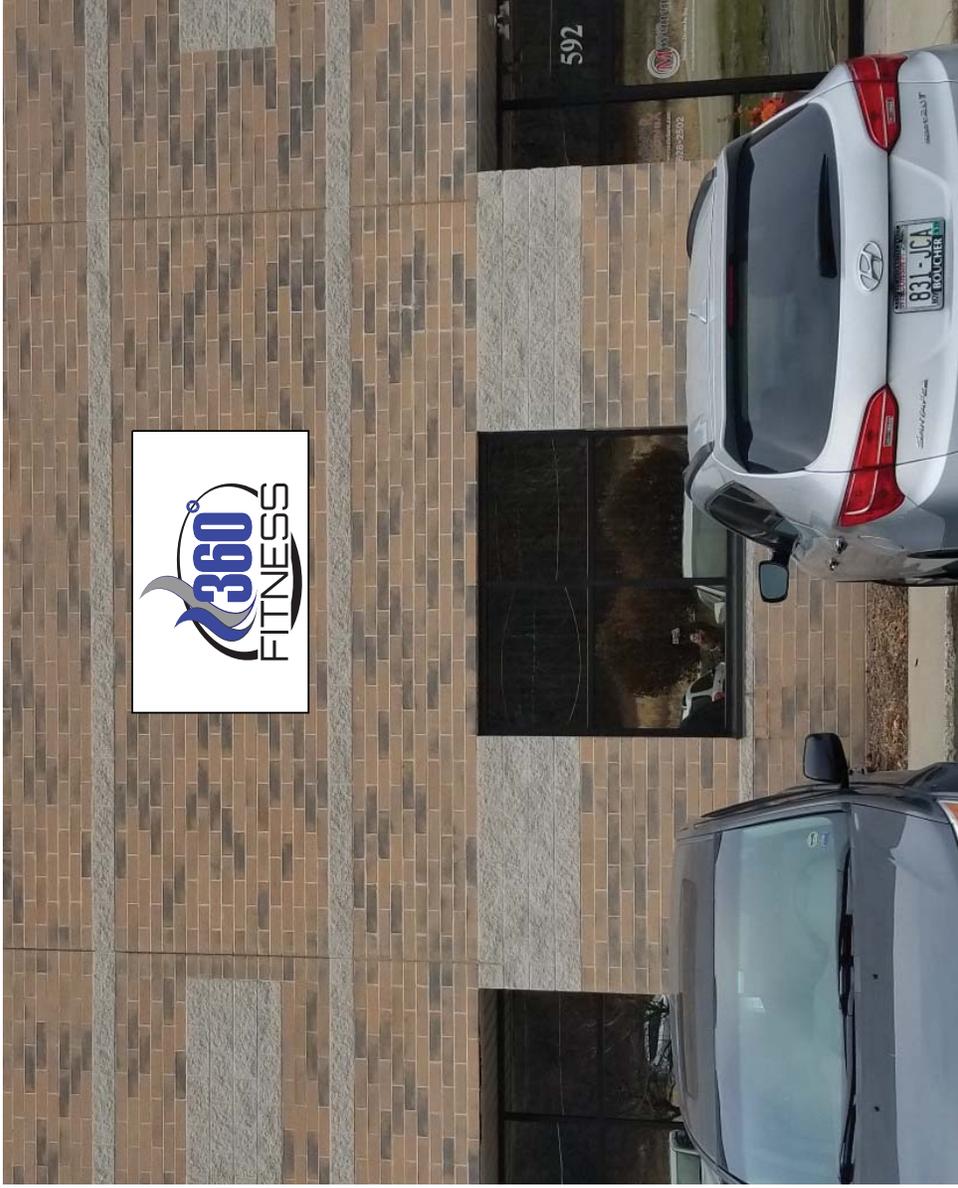


Signarama
The way to grow your business.

www.milwaukee-signs.com

414.273.7446 414.273.7447

5061 W. STATE ST. MILWAUKEE, WI 53208



Dimensional Lettering

Overall Size of lettering : 60.2"w x 55.6"h

Overall Size of Sign : 96"w x 60"h

Material : Black 1/4" Acrylic Lettering,

Custom painted to match logo colors

To be installed on white max metal backing,
on front face of building

Qty: 1

CUSTOMER: Tim Mkulance
COMPANY: 360 Fitness
SIGNVOX #: QT : 19024

SALESPERSON: Leah Perez
DESIGNER:
PROOF DATE:

REVISIONS:
• Change font from bold italic to bold



55.6" h

60.2" w



Dimensional Lettering

Overall Size : 60.2" w x 55.6" h

Material : Black 1/4" Acrylic Lettering, Stud Mounted

Custom painted to match logo colors

To be installed on white max metal backing,
on front face of building

Qty: 1

CUSTOMER: Tim Mkulance
COMPANY: 360 Fitness
SIGNVOX #: QT : 19024

SALESPERSON: Leah Perez
DESIGNER:
PROOF DATE:

REVISIONS:
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Signarama
The way to grow your business.

www.milwaukee-signs.com

414.273.7446

414.273.7447

5061 W. STATE ST. MILWAUKEE, WI 53208

C-O LLC
515 W NORTH SHORE
HARTLAND WI 53029

DRAGONFLY PROPERTIES LLC
N17W30687 WOODLAND HILL DR
DELAFIELD WI 53018

JAG I LLC
1604 HIGHWAY 83
HARTLAND WI 53029-8840

JJCO LLC
10700 RESEARCH DR STE 200
MILWAUKEE WI 53226-3457

MEDLINE INDUSTRIES INC
3 LAKES DR
NORTHFIELD IL 60093-2753

STAG INDUSTRIAL HOLDINGS LLC
1 FEDERAL ST FL 23
BOSTON MA 02110-2031

**DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR SIGN PERMIT**

PERMIT # _____

JOB LOCATION 420 Cardinal Ln. TAX KEY # _____
OWNER Mike White PHONE 262-367-0254
ADDRESS 3787 Campbell Trace CITY Hartland STATE WI ZIP 53209
CONTRACTOR Innovative Signs PHONE 262-432-1330
ADDRESS 21795 Doral Rd., Suite B CITY Waukesha STATE WI ZIP 53186

SIGN TYPE: WALL PROJECTING AWNING, CANOPY GROUND
 PORTABLE/TRAINING REAL ESTATE PERM. REAL ESTATE TEMP.

WORDS AS THEY WILL APPEAR ON THE SIGN:

"MGM Properties, LLC, 420"

OVERALL DIMENSIONS OF SIGN 30.9" x 142" w COLOR OF BACKGROUND N/A

SIZE OF LETTERS IN INCHES 12", 8.62", 5" COLOR OF LETTERS Black

CONSTRUCTION MATERIALS OF SIGN BACKGROUND (i.e. WOOD, ALUM, ETC.)

1/2" Black Acrylic letters

ILLUMINATED? YES NO INTERNALLY EXTERNALLY

SIGN PLANS MUST BE APPROVED BY ARCHITECTURAL BOARD PRIOR TO PERMIT BEING APPROVED (SEE ARCHITECTURAL BOARD APPLICATION)

ESTIMATED COST OF ABOVE SIGN \$ 1,000

TO THE BUILDING INSPECTOR: THE UNDERSIGNED HEREBY APPLIES FOR A PERMIT TO DO WORK HEREIN DESCRIBED ACCORDING TO THE PLANS AND SPECIFICATIONS FILED HERewith AND LOCATED AS SHOWN ON THIS APPLICATION. THE UNDERSIGNED AGREES THAT SUCH WORK WILL BE DONE IN ACCORDANCE WITH THE SAID DESCRIPTION, PLANS AND SPECIFICATIONS AND IN COMPLIANCE WITH ZONING ORDINANCE AND ALL OTHER ORDINANCES OF THE VILLAGE OF HARTLAND AND WITH ALL THE LAWS AND ORDERS OF THE STATE OF WISCONSIN APPLICABLE TO SAID PREMISES.

APPLICANT [Signature] DATE 2/28/19

PLANS APPROVED: ARCHITECTURAL BOARD _____

APPLICATION APPROVED: BUILDING INSPECTOR _____ DATE _____

TOTAL FEES: _____ DATE PAID _____ RECEIPT # _____



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

Job Address 420 Cardinal Ln.			
Lot N/A	Block N/A	Subdivision N/A	Key No. HAV
Owner Mike White		EMAIL WhiteGLZ@aol.com	Phone 414-803-3031
Address 3787 Campbell Trace		City Hartland	State WI Zip 53029
Contractor Innovative Signs	Phone 262.432.1330	FAX	EMAIL JSilva@innovative-sign.com
Address 2195 Doral Rd.		City Waukesha	State WI Zip 53029

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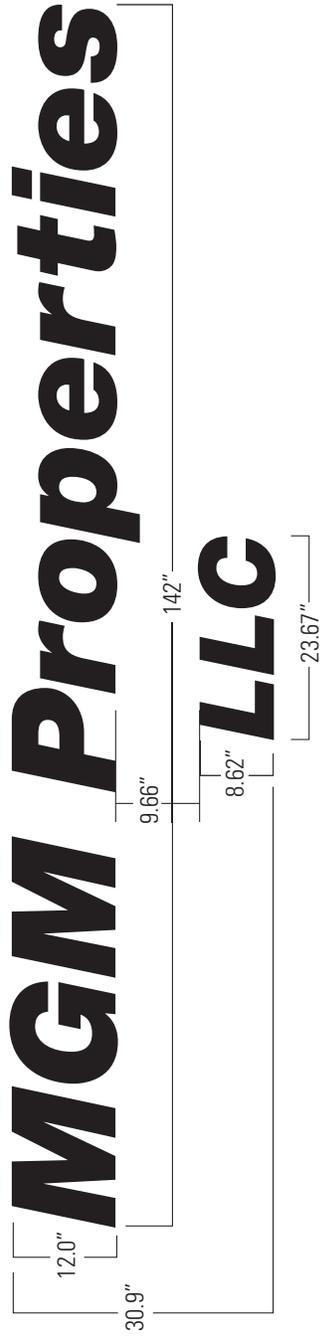
Signs:

- Four (4) color renderings of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- Four (4) site plans with dimensions. Not required for wall signs or other signs attached to the building.
- Four (4) sets of lighting details. Include type, location, number and photometric plan.
- Submit Sign Permit Application

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

Date Applied: 2/28/19 Date of Meeting: _____ Item No. _____

Qty: 1



Qty: 1

5" **420**
13.93"



www.Innovative-Signs.com

Client

MGM Properties LLC

EST/INV #

EST - 2512

Size

See Above

Quantity

1 2 3 4 5 6

Materials & Specs

1/2" Black Acrylic Letters
Black Acrylic
Stud Mounted Flush

Colors

Black Acrylic

Revisions

- REVISION
- REVISION
- REVISION
- REVISION
- REVISION

Representative

Justin S.

Designer

Brian Harrigan

Date: 02/26/2019



445 CARDINAL LLC
445 CARDINAL LN
HARTLAND WI 53029-2332

EYE COMMUNICATION SYSTEMS
1823 EXECUTIVE DR
OCONOMOWOC WI 53066-4832

MICHAEL R WHITE REVOCABLE TRUST
OF 1992
3787 CAMPBELL TRCE
HARTLAND WI 53029-8826

SW 2017 1 LLC AND J F
CLEARCOTTON LLC
1200 N MAYFAIR RD STE 310
MILWAUKEE WI 53226-3288



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

Job Address <u>115 Hill ST</u>			
Lot	Block	Subdivision	Key No. HAV
Owner <u>Behrend Property LLC</u>		Phone <u>414-881-2845</u>	
Address		City <u>Hartland</u>	State <u>WI</u> Zip <u>53029</u>
Contractor <u>Avalon Graphics</u>		Phone <u>267-9002</u> FAX	E-Mail Address <u>Bob@avalongraphics.net</u>
Address <u>1020 James Dr Ste D</u>		City <u>Hartland</u>	State <u>WI</u> Zip <u>53029</u>

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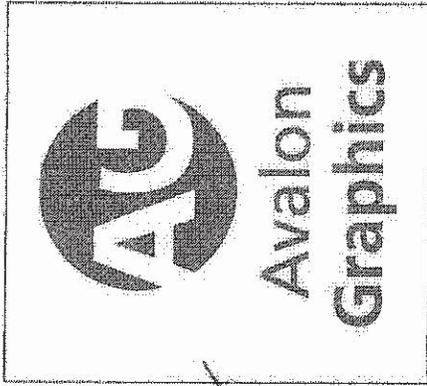
One & Two Family

- Four (4) bound sets of construction plans and application material and one (1) electronic copy of all submittals. One set of plans must be stamped "approved by the developer" if required.
- These plans may be reused to apply for the building permit. Building elevations are all that is necessary to obtain Architectural Board approval. Although it is recommended that complete construction plans along with other building permit application material be submitted in order to begin the permit process as soon as possible after the meeting.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.
- Four (4) site plans. These site plans must be detailed and dimensioned and may also be reused to apply for the building permit. One set of site plans must be stamped "approved by the developer" (if applicable).
- Three (3) plats of survey are required for new dwellings at the time of building permit application.

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

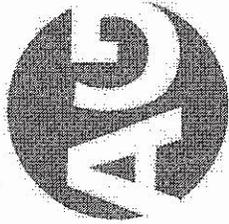
Date Applied: 3-7-19 Date of Meeting: _____ Item No. _____

hanging sign
40"x45"



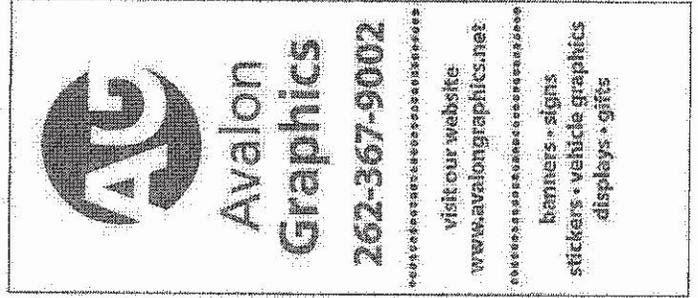
OK

wall Building sign
56" Diameter



*is size okay?
for SF of bldg?*

big window
31"x72"



OK

back windows
21"x25" each



- don't recommend 3

- BID won't give \$ for it
because not visible from
Street

Bob Wisniewski

From: Hartland BID <hartlandbid@att.net>
Sent: Monday, March 4, 2019 9:15 AM
To: Bob Wisniewski
Cc: Scott Hussinger
Subject: BID Sign design & grant
Attachments: Avalon Graphics signs.pdf

Hi Bob,

I am copying Scott Hussinger on this so he has what the BID recommends for the Village Arch Board meeting. See attachment.

The BID design committee met last Friday. Your sign designs for the hanging sign, wall building sign and the big window are approved. We want to make sure that the wall sign isn't too large for the surface area of the building. Scott should be able to clarify this.

The design committee approves the design for the back windows, however, they do not recommend installing 3 on the back and will not be giving grant money for those because they are not visible from the street/passing traffic. I understand that Board & Brush did have 3 logo decals on each of those windows, however, Board & Brush did that on their own (never came to the BID for grant \$ or approval) If you want to put one on the back for people that park there, that is your choice. The design committee thinks that all of the other signage you are proposing is sufficient.

On March 12, the design committee will recommend to the BID Board a sign grant amount for \$490. This is 50% of the cost to produce and install the hanging sign (\$225 + \$50), round wall sign (\$390 + \$100), big window graphic (\$100 + \$40) and the \$75 Village sign permit fee = \$980 x 50%. I will confirm the grant amount after the board meeting on the 12th.

Your next step is to get Village Arch Board approval and permit. If you haven't already, please contact the Village to get on that agenda.

Thanks,
Cindy

Cindy Gardner
Hartland Business Improvement District
135 Cottonwood Ave.
Hartland, WI 53029
262-367-6560
hartlandbid@att.net

BEHREND PROPERTY LLC
220 E CAPITOL DR
HARTLAND WI 53029-2106

CHARLES KELLY AND DARLENE
KELLY
128 HILL ST
HARTLAND WI 53029

DBA LAKE CO PROPERTIES
W333N5426 LINDEN CIR
NASHOTAH WI 53058-9757

EPPLER ENTERPRISES LLC
502 W 5TH ST
OCONOMOWOC WI 53066

JAMES R ROMANOWICH AND
SHIRLEY A ROMANOWICH
193 HILL ST
HARTLAND WI 53029-2018

JEROME J & SUZANNE J
MOLENDEN REV TRUST
207 HILL ST
HARTLAND WI 53029-2001

JUDITH KLING REVOCABLE
LIVING TRUST
357 COTTONWOOD APT 213
HARTLAND WI 53029-2031

KATHLEEN A MCDONALD
201 HILL ST
HARTLAND WI 53029-2001

KATHLEEN NOHL
203 HILL ST
HARTLAND WI 53029

MARGRIT MEIER AND MAX
MEIER FAMILY TRUST
110 COTTONWOOD AVE
HARTLAND WI 53029

MICHAEL & KATHLEEN
KRETSCHMER
W331N5378 CHERRY CT
NASHOTAH WI 53058-9762

MICHAEL AND LORI UIBEL
195 HILL ST
HARTLAND WI 53029

ROBERT S BEHREND
142 W MAIN ST
WALES WI 53183-9400

RONALD AND CAROL HEIN
202 W CAPITOL DR
HARTLAND WI 53029

SHERYL L SCHMIDT
136 HILL ST
HARTLAND WI 53029-2045

STEPHEN M CIGICH AND
CLAUDETTE B CIGICH
205 HILL ST
HARTLAND WI 53029-2001

STOP-N-GO OF MADISON INC
2934 FISH HATCHERY RD
MADISON WI 53713

WDI PROPERTIES LLC
133 HILL ST
HARTLAND WI 53029



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

Job Address				
Lot	Block	Subdivision	Key No. HAV	
Owner	Denise Nerdahl		EMAIL	ncprim@yahoo.com
Address	540 Hartbrook Dr		Phone	262-490-5551
	City	Hartland	State	WI Zip
Contractor	Phone	FAX	EMAIL	
Address	City	State	Zip	

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

The DEADLINE for filing is **FIFTEEN WORKING DAYS PRIOR TO THE MEETING DATE** at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

All applications for consideration by the Architectural Board are subject to the policies described in this document.

Commercial/Industrial/Multifamily:

- Four (4) bound sets of plans and application material and one (1) electronic copy of all submittals.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.

Signs:

- Four (4) color renderings of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- Four (4) site plans with dimensions. Not required for wall signs or other signs attached to the building.
- Four (4) sets of lighting details. Include type, location, number and photometric plan.
- Submit Sign Permit Application

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

Date Applied: _____ Date of Meeting: _____ Item No. _____

Above Door

120 in

ALUMINUM

24 in

Nooks & Crannies Home Decor & Gifts
DIY STUDIO

120 in

Backlite polycarbon

20 in

Nooks & Crannies Home Decor & Gifts
DIY STUDIO

MULTI-TENANT

Monument sign

\$15



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

DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR SIGN PERMIT

PERMIT # _____

JOB LOCATION 540 Hartbrook Dr TAX KEY # _____
OWNER Denise Nerdahl PHONE 262-490-5357
ADDRESS 291 Hillside Dr CITY Oconomowoc STATE WI ZIP 53066
CONTRACTOR Oconomowoc Sign Co PHONE 262-567-6115
ADDRESS W1221 INDUSTRIAL DR CITY IXONIA STATE WI ZIP 53036

SIGN TYPE: WALL PROJECTING AWNING, CANOPY GROUND
MONUMENT
 PORTABLE/TRAINING REAL ESTATE PERM. REAL ESTATE TEMP.

WORDS AS THEY WILL APPEAR ON THE SIGN:
NOOKS + CRANNYS HOME DECOR + GIFTS
DIY STUDIO

OVERALL DIMENSIONS OF SIGN ~~120"~~ 120" x 20" COLOR OF BACKGROUND BETGE/MULTI

SIZE OF LETTERS IN INCHES ~~8"~~ 8" COLOR OF LETTERS BROWN

CONSTRUCTION MATERIALS OF SIGN BACKGROUND (i.e. WOOD, ALUM, ETC.) ~~ALUMINUM~~ POLY CARBON

ILLUMINATED? YES NO INTERNALLY EXTERNALLY

SIGN PLANS MUST BE APPROVED BY ARCHITECTURAL BOARD PRIOR TO PERMIT BEING APPROVED (SEE ARCHITECTURAL BOARD APPLICATION)

ESTIMATED COST OF ABOVE SIGN \$ \$550 (2 FACES)

TO THE BUILDING INSPECTOR: THE UNDERSIGNED HEREBY APPLIES FOR A PERMIT TO DO WORK HEREIN DESCRIBED ACCORDING TO THE PLANS AND SPECIFICATIONS FILED HERewith AND LOCATED AS SHOWN ON THIS APPLICATION. THE UNDERSIGNED AGREES THAT SUCH WORK WILL BE DONE IN ACCORDANCE WITH THE SAID DESCRIPTION, PLANS AND SPECIFICATIONS AND IN COMPLIANCE WITH ZONING ORDINANCE AND ALL OTHER ORDINANCES OF THE VILLAGE OF HARTLAND AND WITH ALL THE LAWS AND ORDERS OF THE STATE OF WISCONSIN APPLICABLE TO SAID PREMISES.

APPLICANT Denise Nerdahl DATE 3-8-19

PLANS APPROVED: ARCHITECTURAL BOARD _____

APPLICATION APPROVED: BUILDING INSPECTOR _____ DATE _____

COMMENTS: _____

TOTAL FEES: _____ DATE PAID _____ RECEIPT # _____

#15



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

DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR SIGN PERMIT

PERMIT # _____

JOB LOCATION 540 Hartbrook Dr TAX KEY # _____
OWNER Denise Neudahl PHONE 262-490-5557
ADDRESS 291 Hillside Dr CITY Oconomowoc STATE WI ZIP 53066
CONTRACTOR OCONOMOWOC SIGN CO PHONE 262-567-6115
ADDRESS W1221 INDUSTRIAL DR CITY IRONIA STATE WI ZIP 53036

SIGN TYPE: WALL PROJECTING AWNING, CANOPY GROUND
 PORTABLE/TRAINING REAL ESTATE PERM. REAL ESTATE TEMP.

WORDS AS THEY WILL APPEAR ON THE SIGN:
NOOKS + CRANNYS HOME DECOR + GIFTS
DIY STUDIO

OVERALL DIMENSIONS OF SIGN 120" x 24" COLOR OF BACKGROUND BETGE/MULTI
SIZE OF LETTERS IN INCHES 8" COLOR OF LETTERS BROWN
CONSTRUCTION MATERIALS OF SIGN BACKGROUND (i.e. WOOD, ALUM, ETC.) ALUMINUM

ILLUMINATED? YES NO INTERNALLY EXTERNALLY

SIGN PLANS MUST BE APPROVED BY ARCHITECTURAL BOARD PRIOR TO PERMIT BEING APPROVED (SEE ARCHITECTURAL BOARD APPLICATION)

ESTIMATED COST OF ABOVE SIGN \$ \$195

TO THE BUILDING INSPECTOR: THE UNDERSIGNED HEREBY APPLIES FOR A PERMIT TO DO WORK HEREIN DESCRIBED ACCORDING TO THE PLANS AND SPECIFICATIONS FILED HERewith AND LOCATED AS SHOWN ON THIS APPLICATION. THE UNDERSIGNED AGREES THAT SUCH WORK WILL BE DONE IN ACCORDANCE WITH THE SAID DESCRIPTION, PLANS AND SPECIFICATIONS AND IN COMPLIANCE WITH ZONING ORDINANCE AND ALL OTHER ORDINANCES OF THE VILLAGE OF HARTLAND AND WITH ALL THE LAWS AND ORDERS OF THE STATE OF WISCONSIN APPLICABLE TO SAID PREMISES.

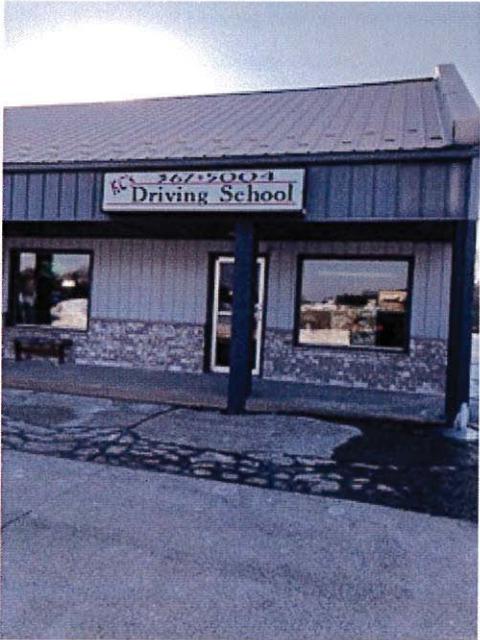
APPLICANT Denise Neudahl DATE 3-8-19

PLANS APPROVED: ARCHITECTURAL BOARD _____

APPLICATION APPROVED: BUILDING INSPECTOR _____ DATE _____

COMMENTS: _____

TOTAL FEES: \$ 75.00 DATE PAID 3-8-19 RECEIPT # 205041





WAUKESHA STATE BANK
151 E SAINT PAUL AVE
WAUKESHA WI 53188-3701

RAINTREE INVESTMENTS LLC
N61W29425 RYBECK RD
HARTLAND WI 53029

P M WALKER PROPERTIES LLC
143 E CAPITOL DR
HARTLAND WI 53029

WHPC-DOMINIUM LLC
2 E MIFFLIN ST STE 801
MADISON WI 53703-2862



**APPLICATION FOR
PLAN COMMISSION**

\$300 REVIEW FEE DUE AT TIME OF APPLICATION

Project Description Bristlecone Pines expanded Entertainment area			
Proposed Use Community enjoyment			No. of Employees
Project Location Hwy K and Bristlecone Drive			
Project Name Bristlecone Pines expanded Entertainment area			
Owner Bristlecone HOA		Phone 262-894-4612	
Address		City 262-894-4612	State
Engineer/Architect David J Frank		Phone	FAX
Address		City	State
Contact Person Jon Schoenheider	Phone 262-894-4612	FAX	E-mail jjon@regencywi.com

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

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

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

Four (4) sets of bound application materials and one (1) electronic copy of all materials must be submitted.

Applications that include site plans must depict the following existing and proposed information:

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

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

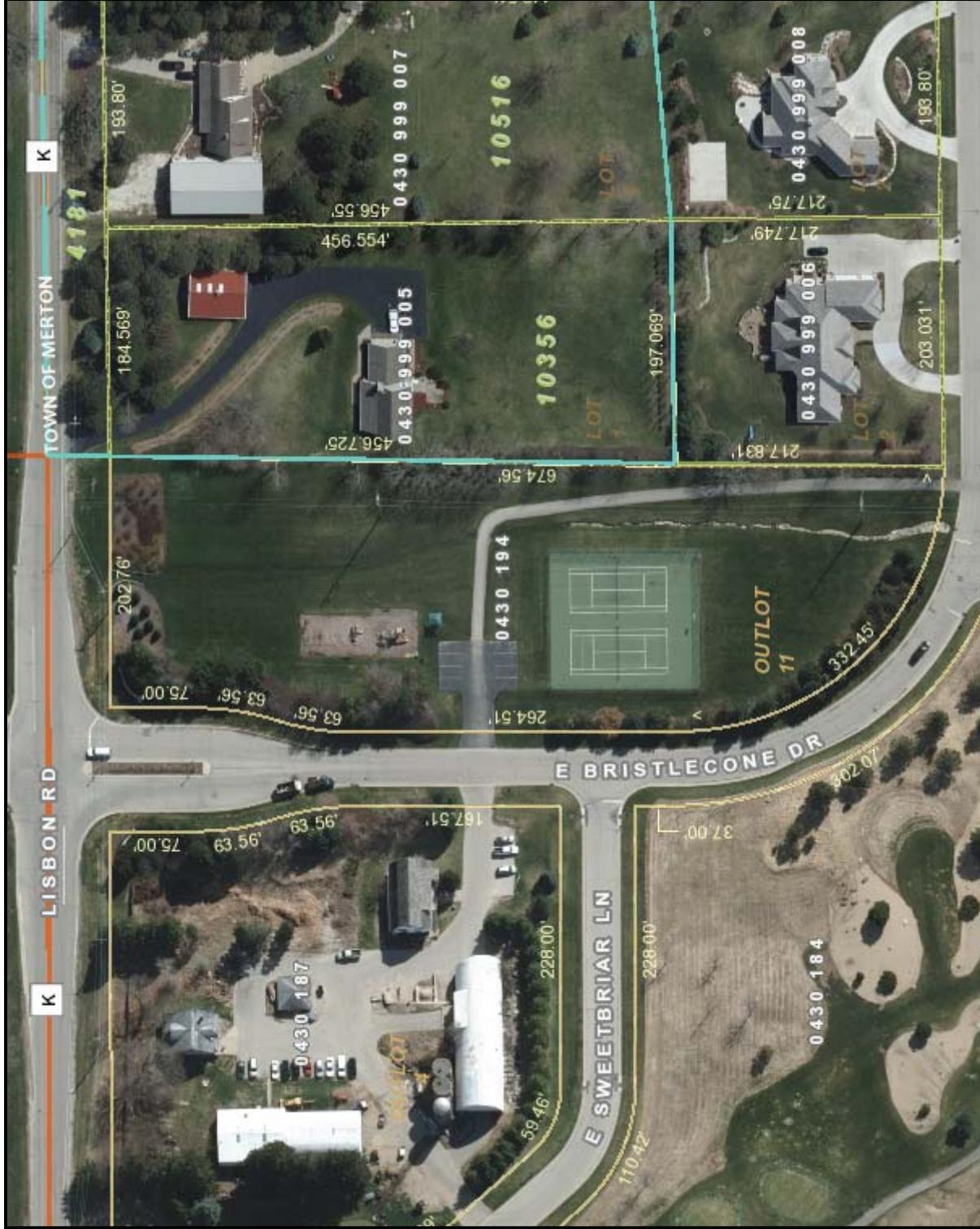
All applications for consideration by the Plan Commission are subject to the policies described in this document.

Date Applied:	Date of Meeting:	Return Comments by:
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LAND INFORMATION SYSTEMS DIVISION

Waukesha County GIS Map



Legend

- Parcels
- Retired Parcels
- Municipal Boundary_2K
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Outlot
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - <call other values>
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_Line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_2K
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels
- Municipal Boundary_5K
- FacilitySites_5K_Labels
- Waterbodies_5K_Labels
- Waterlines_5K_Labels
- Railroad_5K
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- TaxParcel_5K

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

0 125.72 Feet



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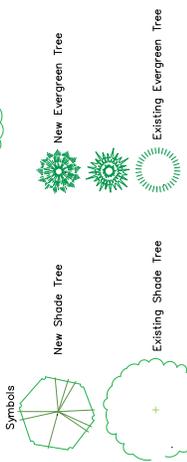
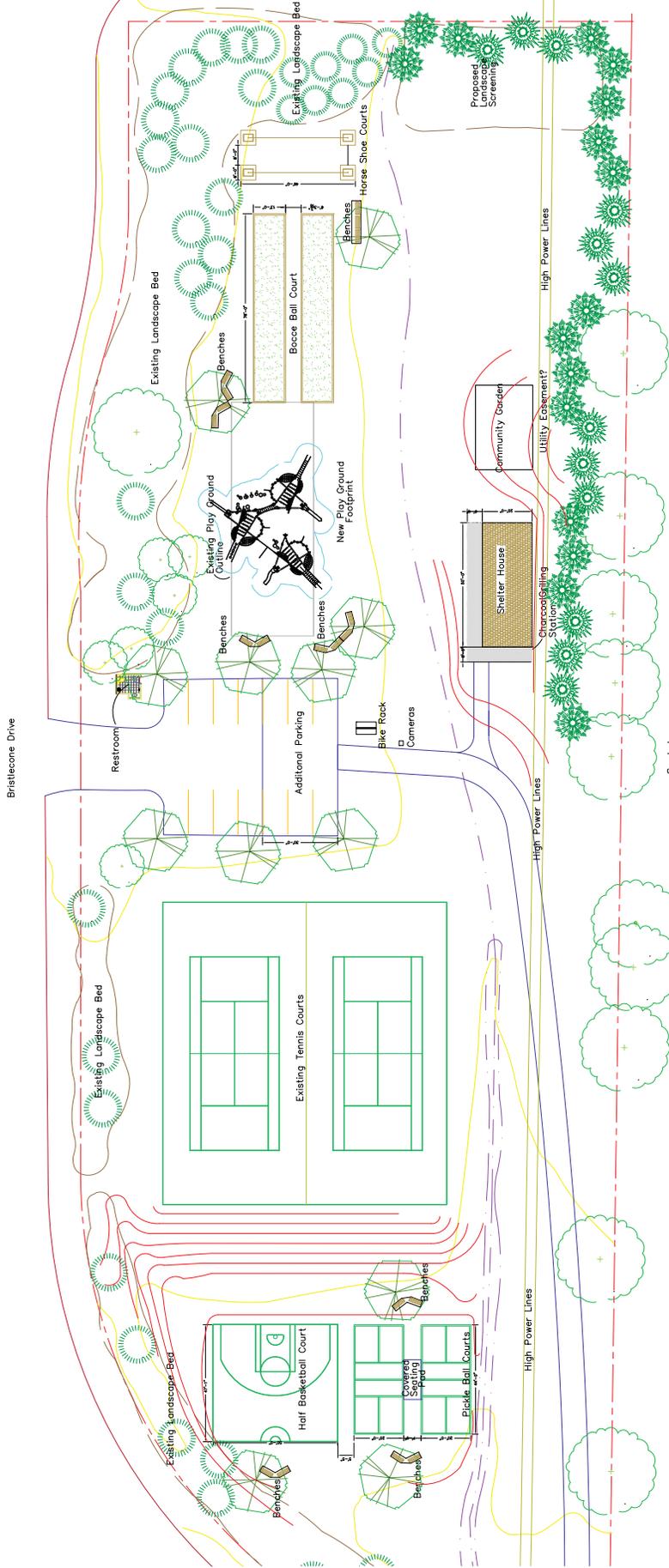


Landscape Development for
Bristlecone Pines Community Park
1209 Sweetbriar Lane
Horland, WI 53209

David J. Frank
Design Group
1010 WISCONSIN AVENUE, SUITE 70
GREENWICH, WI 53022
TEL: 414-224-2444
FAX: 414-224-2445
WWW.DJFRANKDESIGN.COM

Landscape Development by
Vance C. Barnes
LEED AP BD+C

Drawn By
Sheet 1
of 1
Date: 1/15/13
Revision: 1/22/13
2/2/13



Concept Plan

Scale: 1" = 20'-0"

All items in this drawing are based on aerial photos and are approximate.

WWW.DJFRANKDESIGN.COM
1010 WISCONSIN AVENUE, SUITE 70
GREENWICH, WI 53022
TEL: 414-224-2444
FAX: 414-224-2445
WWW.DJFRANKDESIGN.COM



PLANTINGS, STRUCTURES AND OTHER REPRESENTATIONS SHOWN ON THIS PLAN ARE FOR THE PURPOSE OF CONVERTING LANDSCAPE DESIGN FEATURES. REFER TO PREPARED CONTRACT DOCUMENTS FOR SPECIFIC ITEMS INCLUDED IN ANY PARTICULAR PHASE OF LANDSCAPE CONSTRUCTION.

AMY M VETTA
577 SOUTHERN OAK
HARTLAND WI 53029-8005

ANN E FREDRICKSON-LORENZ 2009
LIVING TRUST
N56W29156 COUNTY ROAD K
HARTLAND WI 53029-9108

BEN ROCCO AND JULIE ROCCO
585 SOUTHERN OAK CIR
HARTLAND WI 53029

BRIAN A MORRISON AND REBECCA L
MORRISON
1125 COLONIAL DR
HARTLAND WI 53029

BRIAN D DEMASTER AND JILL
DEMASTER
915 N EVERGREEN CIR
HARTLAND WI 53029-8636

BRISTLECONE PINES COMMUNITY
ASSOCIATION INC
1209 SWEETBRIAR LN
HARTLAND WI 53029-8635

BRUCE KRANTZ AND BILLIE KRANTZ
N55W28983 COUNTY ROAD K
HARTLAND WI 53029-8615

CICATELLO REVOCABLE TRUST
1219 E SWEETBRIAR LN
HARTLAND WI 53029-8635

ERIC B ROSENQUIST AND DARLENE M
ROSENQUIST
1502 E BRISTLECONE DR
HARTLAND WI 53029

GARRETT R HERNING AND LAURA A
HERNING
N56W29128 COUNTY ROAD K
HARTLAND WI 53029-9108

GARY PEPPEL AND JULIE PEPPEL
1121 COLONIAL DR
HARTLAND WI 53029

GEOFFREY OCONNOR AND AGNES
OCONNOR
917 N EVERGREEN CIR
HARTLAND WI 53029

GLEN SPOOLSTRA AND KRISTI
SPOOLSTRA
1115 COLONIAL DR
HARTLAND WI 53029-8017

GORDON GEIGER AND KRISTINE KILE
N55W28903 COUNTY ROAD K
HARTLAND WI 53029-8615

JEFFREY W LOMBARDI AND PENNI A
LOMBARDI
1501 E BRISTLECONE DR
HARTLAND WI 53029

JOHN CARLSON AND JUDITH CARLSON
1401 E BRISTLECONE DR
HARTLAND WI 53029

JOHN M STAHL
1235 MARY HILL CIR
HARTLAND WI 53029

JULIE S CHANG
923 N EVERGREEN CIR
HARTLAND WI 53029-8636

LAURA E HARRIS
1114 COLONIAL DR
HARTLAND WI 53029

LORI HAYDEN TEEL
1122 COLONIAL DR
HARTLAND WI 53029-8016

MARC P VETUSCHI AND KIM A
VETUSCHI
593 SOUTHERN OAK CIR
HARTLAND WI 53029-8005

MARK D LESLIE AND TRACI R LESLIE
578 SOUTHERN OAK CIR
HARTLAND WI 53029

MARTIN VALLEBONA LASTRA AND
FANNY GUADALUPE SOTO MONTEJOS
1111 COLONIAL DR
HARTLAND WI 53029

MARY E DORAU REVOCABLE TRUST
579 SUTHERN OAK CIR
HARTLAND WI 53029

NEAL P WEST AND MELODY D WEST
1110 COLONIAL DR
HARTLAND WI 53029

OLGA HORNSBY
1504 E BRISTLECONE DR
HARTLAND WI 53029-8678

PETER J JUNGBLUTH
N55W28945 COUNTY ROAD K
HARTLAND WI 53029-8615

ROBERT DIDONATO II REVOCABLE
TRUST OF 2015 AND ANN MARIE
MASSARO REVOCABLE LIVING TRUST
1500 E BRISTLECONE DR
HARTLAND WI 53029-8678

SIDDHARTH TRIPATHI AND SHALINI
SHUKLA
1118 COLONIAL DR
HARTLAND WI 53029-8016

STEPHEN W HAMPTON
921 N EVERGREEN CIR
HARTLAND WI 53029-8636

TERRY J DUESTERHOEFT AND LINDA
BROYLES
525 CUESTA DR
APTOS CA 95003-5503

THE LEGEND AT BRISTLECONE PINES
LLC
1 LEGEND WAY
WALES WI 53183

THOMAS A BALISTRERI AND DEBRA M
FELKER-BALISTRERI
1410 E BRISTLECONE DR
HARTLAND WI 53029

TIMOTHY F ONEILL AND BRENDA L
ONEILL
1420 E BRISTLECONE DR
HARTLAND WI 53029

TODD J BARDEN AND GURLYS Y
BARDEN
904 N PONDEROSA DR
HARTLAND WI 53029

WALLSCHLAGER TRUST DATED
JANUARY 21 2002
W292N5672 DORN RD
HARTLAND WI 53029

WESTLAKE LIVING TRUST
1403 E BRISTLECONE DR
HARTLAND WI 53029



PETITION FOR CONDITIONAL USE

\$150 REVIEW FEE DUE AT TIME OF APPLICATION PLUS \$300 PROFESSIONAL FEE DEPOSIT

Property Owner	MSI General Corp / Piggy Wiggly	
Business Name	Honeycreek Farms @ Genesee Lake School	
Business Owner	Genesee Lake School / ODTA	
Address	34100 Genesee Lake Rd. Ocon.	
Contact Person	Cathy Masill	Phone 414-581-4532
Key No. HAV		Email Cathy.Masill@genesee.lake.school.com

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

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

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

State present use of property and basic information on the intended use:

Temporary Spring flower hut.
Selling flowers from April to June.

Additional documents and materials must be submitted addressing the requirements described in Article IV of the Hartland Zoning Code regarding Conditional Uses.

All applications for consideration by the Plan Commission are subject to the policies described in this document.

Petitioner Signature	Cathy Masill	
Print Name	Cathy Masill	Date 1/14/19

OFFICE USE ONLY:

Date Applied:	Date of Meeting:	Return Comments by:
---------------	------------------	---------------------



Homegrown Farms

at Genesee Lake School

January 9th, 2019

Plan of Operation:

Temporary retail flower hut:

Location: 550 Cottonwood Ave. Hartland, Wis. in the Piggly Wiggly Parking Lot.

Opening day will be approx. April 26th, 2019, weather permitting; it will run until the end of June. We will need two days to put the structure prior to opening. We will be opening Monday through Sunday 8:30-6pm. We operate with approx. 6 employees, one during the morning hours and 1 in the afternoon, double coverage on weekends. We will have vocational students helping out occasionally during the morning hours along with their vocational job coach.

We will handle the electrical and garbage needs.

We rent the unit to use the fire hydrant close to the retail hut.

Signage: Our sign with our name will be attached to the hut, which measures 21/36" in length.

We will also have a sandwich board that will be located close to the location.

If there are any questions or concerns, you can reach me at either of the numbers listed below.

Thank you,

Cathy Magill

Greenhouse: #262-569-5531

Cell: #414-581-4532

Temporary retail flower hut

Proposed Use 2019

Measurements: 21' x 48' (Picture enclosed)

Frame: 2"x14" galvanized steel tubing

Sides: 5' high clear polycarbonate

End wall: Clear or white 6mil UVI treated polyethylene plastic

Outside fencing: Garden timbers with cement blocks along parking lot edge and in front.

Signage:

There will be a sign in front with our name Homegrown Farms

@Genesee Lake School

This measures 33" x3'

We will also display a sandwich board listing today's specials

Electrical/Garbage:

We will be responsible for the removal of all garbage. We will use the water from the fire hydrant east of the hut, which we lease through the city.

The cash register is powered by a battery.

No electrical power is needed.

We will be responsible for the repair of the lawn once we have closed for the season.

Operation:

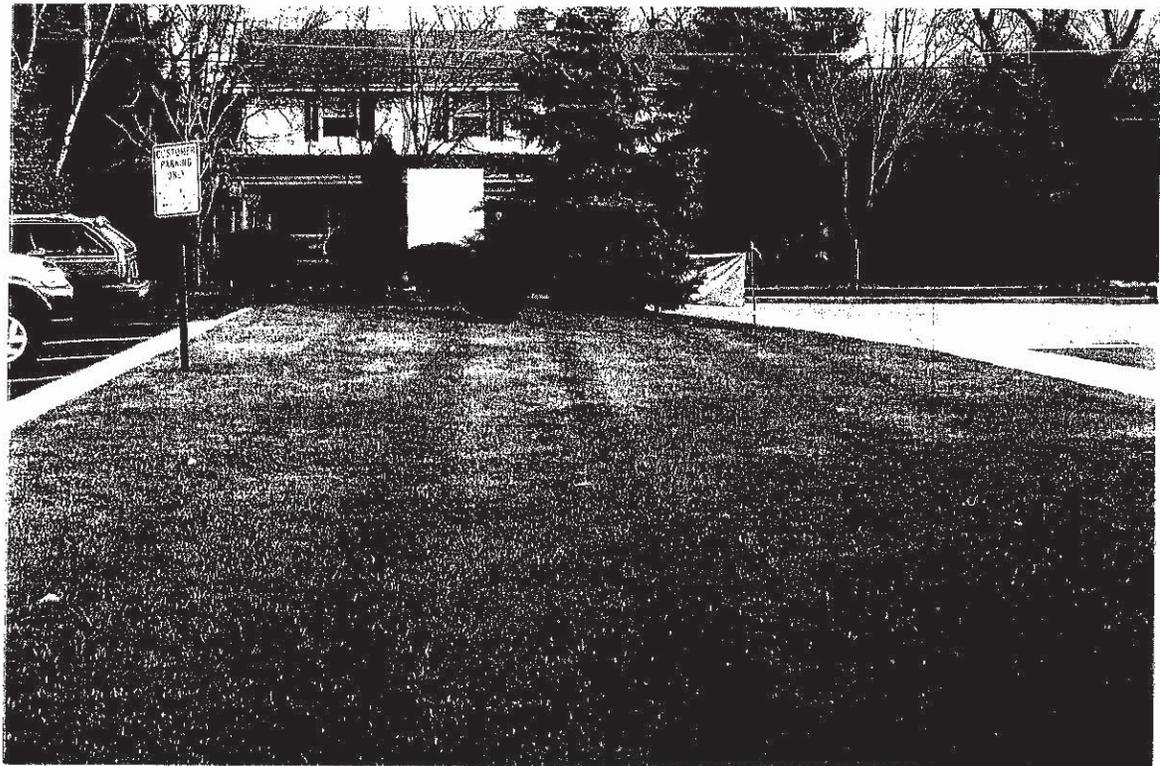
Operation of the hut would be April 26th 2019 until the end of June.

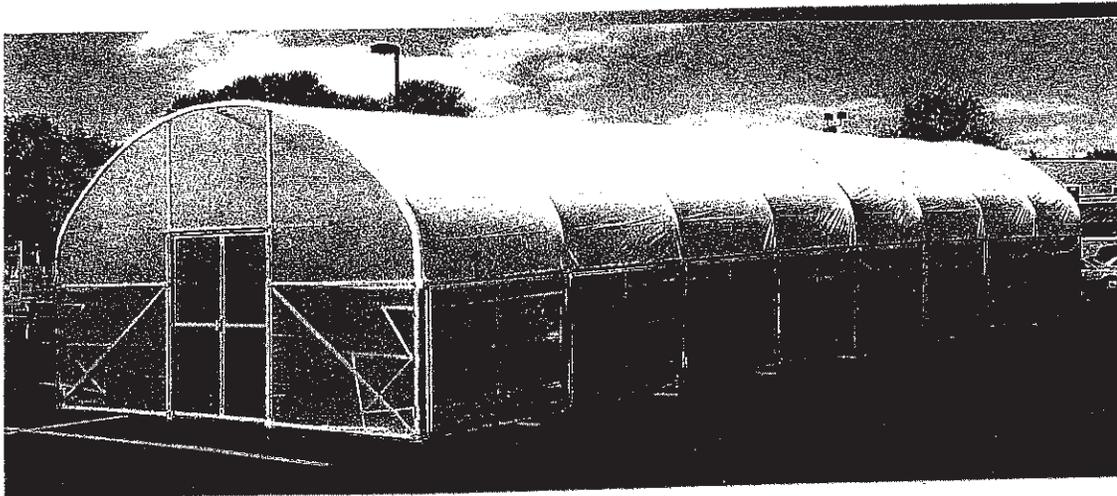
We would be open Monday through Sunday 8am-6pm. Set up will take approx. 1 ½ days prior to opening.

We will operate with approx. 8 employees, one during the morning hours and one in the afternoons and double on weekends. This includes our students and job coaches.

Parking:

Customers will use the normal parking area in the lot. We will not take up any spaces except possibly one directly in front of the opening to enter.





STEPHANIE JEAN MOEBIUS
100 CARDINAL LN
HARTLAND WI 53029-2337

KATHLEEN NOHL
203 HILL ST
HARTLAND WI 53029

RONALD RADMER AND MARY RADMER
174 GRANARY CIR
HARTLAND WI 53029

GARY BURGDORFF AND MARY
BURGDORFF
180 GRANARY CIR
HARTLAND WI 53029

MICHAEL R WHITE REVOCABLE TRUST
OF 1992
3787 CAMPBELL TRCE
HARTLAND WI 53029-8826

CIRCLE J PROPERTIES LLC
PO BOX 131
HARTLAND WI 53029-0131

DARYL D ZIGAN AND JACKIE L ZIGAN
W752 WASHINGTON RD
RUBICON WI 53078

JAMIE B THOMSON 2013 LIVING TRUST
530 COTTONWOOD AVE
HARTLAND WI 53029-2309

RENEE M EVERT-BOOTH
287 CARDINAL LN UNIT 501
HARTLAND WI 53029-2307

THOMAS A WRIGHT AND MICHAEL S
WRIGHT
510 HARTBROOK DR STE 206
HARTLAND WI 53029-2309

BARK RIVER PROPERTIES
1285 SUNNYRIDGE RD
PEWAUKEE WI 53072-3817

ROBERT G MORRIS
N1100 NIMM LN
WATERTOWN WI 53098

THOMAS A WRIGHT & MICHAEL S
WRIGHT
510 HARTBROOK DR STE 206
HARTLAND WI 53029-2309

JEFF WOOD AND KATHLEEN WOOD
176 GRANARY CIR
HARTLAND WI 53029

EYE COMMUNICATION SYSTEMS
1823 EXECUTIVE DR
OCONOMOWOC WI 53066-4832

445 CARDINAL LLC
445 CARDINAL LN
HARTLAND WI 53029-2332

DENNIS L KAHN AND JANET M KAHN
N16W27394 RIVERLAND DR
PEWAUKEE WI 53072-5382

SW 2017 1 LLC & J F CLEARCOTTON LLC
1200 N MAYFAIR RD STE 310
MILWAUKEE WI 53226-3288

BRAD WINNEKINS AND CARY
WINNEKINS
285 CARDINAL LN
HARTLAND WI 53029

DORIS A GORDON REVOCABLE TRUST
293 CARDINAL LN
HARTLAND WI 53029

ROBERT J ANDLER JR
202 CROOKED STICK PASS
NORTH PRAIRIE WI 53153-9622

ICE AGE PARK & TRAIL FOUNDATION
INC
2110 MAIN ST
CROSS PLAINS WI 53529-9596

ROBERT J ANDLER JR
202 CROOKED STICK PASS
NORTH PRAIRIE WI 53153-9622

JOSEPH D HANLEY AND SUSAN M
HANLEY
253 CARDINAL LN
HARTLAND WI 53029

MICHAEL J BUDISCH AND SUSAN M
BUDISCH
196 MARKET LN
HARTLAND WI 53029

MATTHIAS SCHUETH AND ELIZABETH
SCHUETH
178 GRANARY CIR
HARTLAND WI 53029

WAYNE & MARLENE IVERSON TRUST
277 CARDINAL LN
HARTLAND WI 53029

GREG C JESKE AND JEAN M JESKE
267 CARDINAL LN UNIT 304
HARTLAND WI 53029-2307

BERIT A PIETSCH
375 STATE ROAD 67 APT 174C
DOUSMAN WI 53118-9673

JEFF & JOICELYN SCHWAGER TRUST
271 CARDINAL LN
HARTLAND WI 53029

GAIL L LENTZ
295 CARDINAL LN
HARTLAND WI 53029

CHRISTINE SCHIMENZ
273 CARDINAL LN #103
HARTLAND WI 53029

DENNIS SCHULTZ AND MARLENE
SCHULTZ
263 CARDINAL LN UNIT 302
HARTLAND WI 53029-2307

KAREN S COAN
261 CARDINAL LN UNIT 301
HARTLAND WI 53029-2307

SALLY L GERLACH REVOCABLE TRUST
281 CARDINAL LN UNIT 504
HARTLAND WI 53029-2307

JULIE D MILLER
265 CARDINAL LN UNIT 303
HARTLAND WI 53029

RONALD W BOETTCHER
291 CARDINAL LN
HARTLAND WI 53029-2307

LYNDA CROOKE
255 CARDINAL LN
HARTLAND WI 53029-2307

EDWARD & JEANINE MALY TRUST
275 CARDINAL LN
HARTLAND WI 53029

CAROLYN M MERKEL
297 CARDINAL LN
HARTLAND WI 53029-2307

JOHN M & LINDA J CONNELLY JOINT
REVOCABLE TRUST
283 CARDINAL LN UNIT 503
HARTLAND WI 53029-2307

PATRICIA A NUNN AND JOHN C NUNN
251 CARDINAL LN
HARTLAND WI 53029-2307

CONDITIONAL USE PERMIT

**[Homegrown Greenhouse
505 Cottonwood Ave.]**

Document Number

Document Title

THIS CONDITIONAL USE PERMIT is hereby granted this 24th day of February, 2014, by the Village of Hartland (hereinafter Village) to Homegrown Greenhouse/Paragon Industries (hereinafter "Grantee") for the operation of a **temporary retail flower hut** at the property located at 505 Cottonwood Avenue.

RECITALS

WHEREAS, Grantee has applied for a conditional use permit (the "CUP") pursuant to Section 46-847 of the Village of Hartland Code of Ordinances for the operation of a temporary retail flower hut at 505 Cottonwood Avenue, Hartland, Wisconsin, (the "Property") more specifically described as:

Tax Key No. HAV 0732.996.006
Owned by Bark River Properties
PO Box 223
Oconomowoc, WI 53066

Recording Area

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

Parcel Identification Number
HAV 0732.996.006

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

WHEREAS, Section 46-469 of the Village of Hartland Code of Ordinances provides that Temporary Uses in the B-2 District is a conditional use; and

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

WHEREAS, the Village Plan Commission reviewed the subject CUP application and Plan of Operation and held a Public Hearing on February 17, 2014 pursuant to Section 46-848 of the Village of Hartland Code of Ordinances and recommended the following conditions of approval necessary to fulfill the purpose and intent of the Village Code of Ordinances:

1. Compliance with all items in the applicant's "proposed use" description, except that signage shall be reviewed and ultimately approved by the zoning inspector consistent with code standards and associated fees.
2. Maintenance of minimum 15' vision triangles at the entrance to the parking lot and drive connection with Cottonwood Avenue
3. Prohibition of outside storage of materials on the site in the right-of-way
4. Posting of "No Parking" signs on either side of the drive entrance adjacent to the retail hut
5. Site restoration following removal of the retail hut

; and

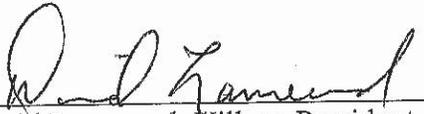
WHEREAS, the Village Board of Trustees has considered the Plan Commission's recommendations and has determined that the proposed conditional use and structure(s) are in accordance with the purpose and intent of Chapter 46 of the Village Code of Ordinances and is found to be not hazardous, harmful, offensive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

NOW THEREFORE, the Village Board of Trustees hereby approves the issuance of this conditional use permit to Homegrown Greenhouse/Paragon Industries, 36130 Genesee Lake Rd., Oconomowoc, WI 53066 for the operation of a temporary retail flower hut, at the Property, which conditional use permit shall be subject to the following conditions:

1. The conditional use permit granted hereunder is for the sole benefit of Homegrown Greenhouse/Paragon Industries.
2. The business activities permitted hereunder are limited to retail flower sales.
3. All business activities conducted on the Property shall conform to this CUP and the approved Plan of Operation and the Village of Hartland Code of Ordinances. The approved Plan of Operation is attached hereto and incorporated herein.
4. The foregoing recommended conditions of the Plan Commission are hereby included by reference as if set forth herein.
5. Changes subsequent to the initial issuance of this CUP shall require an amendment to this CUP.
6. This CUP shall terminate upon the occurrence of any of the following:
 - a. Upon Grantee failing to conduct business at the Property in substantial conformity with this CUP or the approved Plan of Operation; or
 - b. Upon the cessation of the operations permitted under this CUP.
7. Notwithstanding the forgoing, this CUP shall expire on February 24, 2019.

This conditional use permit is hereby issued this 24th day of February, 2014 subject to the conditions provided herein.

VILLAGE OF HARTLAND


David Lamerand, Village President


Connie Casper, CMC, Village Clerk





PETITION FOR CONDITIONAL USE

\$150 REVIEW FEE DUE AT TIME OF APPLICATION PLUS \$300 PROFESSIONAL FEE DEPOSIT

Property Owner	
Business Name <i>Biebel's True Value</i>	
Business Owner <i>Susan Biebel</i>	
Address <i>580 Hartbrook Dr</i>	
Contact Person <i>Sue Biebel</i>	Phone <i>262 369 1070</i>
Key No. HAV	Email <i>biebethardware@yahoo.com</i>

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

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

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

State present use of property and basic information on the intended use:

<i>Retail Hardware</i>
<i>Temporary Greenhouse for use in</i>
<i>early spring thru mid summer</i>

Additional documents and materials must be submitted addressing the requirements described in Article IV of the Hartland Zoning Code regarding Conditional Uses.

All applications for consideration by the Plan Commission are subject to the policies described in this document.

Petitioner Signature <i>Susan Biebel</i>	
Print Name <i>Susan Biebel</i>	Date <i>2-20-19</i>

OFFICE USE ONLY:

Date Applied:	Date of Meeting:	Return Comments by:
---------------	------------------	---------------------

Google Maps Biebel's True Value



Imagery ©2019 Google, Map data ©2019 Google 20 ft



site of greenhouse.

Biebel's True Value

4.5 ★★★★★ · 42 reviews · \$\$

Home improvement store

📍 580 Hartbrook Dr, Hartland, WI 53029

Located in: Hartbrook Mall

📍 4M66+8V Hartland, Wisconsin

🌐 truevalue.com

☎ (262) 369-1070

🕒 Open now: 7:30AM-8PM ▼

Same location
it has been in for
the last 15 years

Sue
Biebel

488 SUNNYSLOPE LLC
19125 ALTA VISTA DR
BROOKFIELD WI 53045

504 SUNNYSLOPE LLC
19125 ALTA VISTA DR
BROOKFIELD WI 53045

ANDREW D LEMKE
619 BELSHIRE DR
HARTLAND WI 53029-1801

CHRISTOPHER R KLAWITTER AND
ROBERT M KLAWITTER
618 BELSHIRE DR
HARTLAND WI 53029-1802

CYNTHIA L CORRIGAN
612 BELSHIRE DR
HARTLAND WI 53029

DAVID L VODNIK
604 BELSHIRE DR
HARTLAND WI 53029

EUGENE H & MARGARET A GOSLINE
LIVING TRUST
563 GREENWAY TER
HARTLAND WI 53029

JACOB SCHNEIDER
613 GREENWAY TER
HARTLAND WI 53029

JEFFREY KRONEBERG AND CINDI
KRONEBERG
593 GREENWAY TER
HARTLAND WI 53029

JOAN T DALEY
357 COTTONWOOD AVE APT 120
HARTLAND WI 53029-2025

JORDAN T WARD
540 RAE DR
HARTLAND WI 53029-1404

MARK RIESINGER AND KARLA
RIESINGER
657 GREENWAY TER
HARTLAND WI 53029

P M WALKER PROPERTIES LLC
143 E CAPITOL DR
HARTLAND WI 53029

PAUL D BIANCUZZO TRUST
632 BELSHIRE DR
HARTLAND WI 53029

PETER JOHNSON AND PATRICIA
JOHNSON
583 GREENWAY TER
HARTLAND WI 53029

PINE & WHITNALL LLP
6980 INDUSTRIAL LOOP PO BOX 196
GREENDALE WI 53129

RAINTREE INVESTMENTS LLC
N61W29425 RYBECK RD
HARTLAND WI 53029

ROSS A & KARLA A BLANK REVOCABLE
LIVING TRUST
611 BELSHIRE DR
HARTLAND WI 53029

ST CHARLES CONGREGATION
313 CIRCLE DR
HARTLAND WI 53029

STEVE MORTENSEN AND LYNN
MORTENSEN
603 GREENWAY TER
HARTLAND WI 53029

STEVEN J KEYMAR AND KATHLEEN A
KEYMAR
643 GREENWAY TER
HARTLAND WI 53029

TABETHA A MALECKI AND MARK
MALECKI
704 BELSHIRE DR
HARTLAND WI 53029

THOMAS DIERBECK AND ROBERTA
DIERBECK
573 GREENWAY TER
HARTLAND WI 53029

TMPN HARTLAND LLC AND HARTLAND
PLAZA LLC
11518 N PORT WASHINGTON RD
MEQUON WI 53092-3443

VERONICA M MYERS TRUST
603 BELSHIRE DR
HARTLAND WI 53029

WAUKESHA STATE BANK
151 E SAINT PAUL AVE
WAUKESHA WI 53188-3701

WHPC-BREEZEWOOD II LLC
2 E MIFFLIN ST STE 801
MADISON WI 53703-2862

WHPC-DOMINIUM LLC
2 E MIFFLIN ST STE 801
MADISON WI 53703-2862

March 11, 2019

To: David E. Cox
Village Administrator

Re: Next meeting, 3-18-19
Rezone 345 Cottonwood

I am asking that this topic be moved to the April 2019 meeting as I will be out of state. I wish to be present at the meeting.

Please confirm this is or is not going to be placed on April meeting agenda.

My email is :

donna.kuhtz@gmail.com

Thank you. I look forward to the rezone of this property.

Donna Kuhtz

Donna Kuhtz
(262) 490-2970

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.

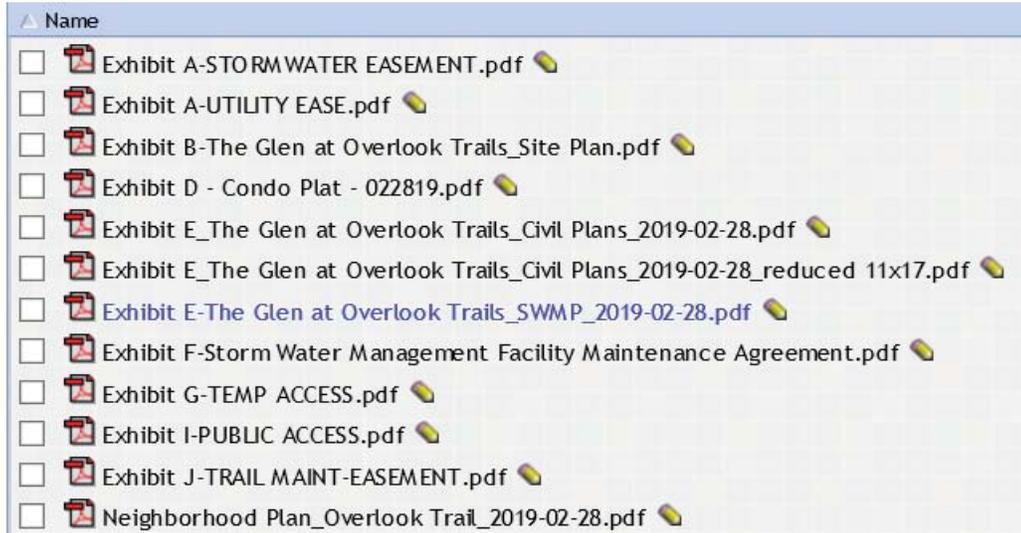
March 11, 2019

Mr. Josh Pudelko, P.E.
Trio Engineering, Inc.
12660 W. North Avenue, Bldg. D
Brookfield, WI 53005

Re: Construction Plan Review

Dear Mr. Pudelko:

The Village of Hartland Staff, as well as Ruekert & Mielke, Inc. (R/M), have reviewed the plan submittal packet that included the following documents that were dated February 28, 2019:



Our review was focused on the Civil Plans, as changes to the Civil Plans, may cause the needs for changes to other documents in this submittal package. We are returning a marked up copy of the Civil plans as guidance and direction for your preparation of final documents. ***Please return these documents with your comments for addressing the items with your next submittal.***

Exhibit E – The Glen at Overlook Trails Civil Plans 2019-02-28

As you know, the Village maintains its Standard Specifications and Detail Drawings. The current version of these are dated March 1, 2017 and available for download on the Village’s website at www.VillageofHartland.com in the following location:

Home>Government>Departments>Public Works>Village Standard Specifications and Details

~09-10042 Glen at Overlook Trails > Review > Correspondence > 20190228 Submittal > TrioEng-Pudelko-20190311-Construction Plan Review.docx~

Mr. Josh Pudelko, P.E.
Trio Engineering, Inc.
March 11, 2019
Page 2

We have reviewed the above noted Civil Plans. The narrative specifications and detail drawings that you have included are incomplete. In addition to the marked up drawings that we are providing to you, we are also providing a copy of the Village's Standard Specifications and Detail Drawings with highlighted areas that are of special importance for you to make sure that contractors bidding on this job understand the requirements. We suggest that you eliminate the narrative specifications that you have on your drawings related to sanitary/water/storm/road and reference all contractors to the Village's Standard Specifications in addition to inserting the appropriate Village detail drawings on to your detail sheets.

Sheet T1 Cover Sheet

- Need landscape plan and interim grading plan

Sheet C1.0 Existing Site & Demo Plan

- Overall drainage – there have been drainage issues where this site overflows westerly to Mary Hill. Please review the existing conditions in Areas A, B and C as marked up on the drawings and identify possible solutions to improve the drainage for flows originating from the Glen at Overlook Trails site.
- The existing basin flows, and proposed basin flows are different. It appears that a higher volume of water is being routed southerly to CTH K, which will then be directed towards the Bristle Cone Pines drainage system. There have been instances of drainage concerns in both Mary Hill and Bristle Cone Pines from the Glen at Overlook Trails site. Please review the existing and proposed drainage routes and flows. In addition to meeting the Village's peak flow reduction requirements (for each basin), review the volumetric totals to verify that there won't be negative impacts to the downstream drainage system. This may cause the need to enlarge the storage volume on site.
- A Tree Survey should be completed for the area marked as "Proposed Tree Removal Clearing Limits" to identify the existing tree stock and to substantiate the number of trees on the landscape plan.

Sheet C2.4 Basin 2 Plan & Detail

- An additional culvert is needed under the proposed pedestrian path at the southwestern part of the site.

Sheet C3.0 Erosion Control Plan

- An interim grading plan needs to be developed. Based upon this plan, the Construction Sequence should be updated to show Phases of final stabilization. If there are areas outside of active construction zones that can be final graded and stabilized sooner they should be.

Mr. Josh Pudelko, P.E.
Trio Engineering, Inc.
March 11, 2019
Page 3

Sheet C4.0 Sanitary Sewer & Water System

- For the sewers in the 18-21 foot depth zone, C900 PVC pipe shall be used. Type B risers shall be used for these. See enclosed details.
- Hydrant valves need to be 1-foot behind curb and hydrants are to be 4-feet behind curb. The ROW will need to be “notched” around the hydrants in the cul-de-sacs.
- Water service boxes shall be 1-foot on the public side of the ROW. The sewer lateral and water service shall be extended 10-feet past the curb in the cul-de-sac areas.
- Any damage to curb by undermining or settling for sewer/water service installations shall be repaired by the developer.
- Use outside drop manholes as needed.

Sheet C4.1 Sanitary Sewer & Water Main Plan & Profile

- Add an additional manhole between MH2 and MH3. Use Geoblock 5150, or equal for the access road over the sewer between these manholes. Provide a detail showing width and thickness of base preparation.

Sheet C4.2 Sanitary Sewer & Water Main Plan & Profile

- Extend the sewer, water and road to the easterly lot line at Stub Road. Install a hammerhead road turnaround.

Sheet C4.5 Sanitary Sewer & Water Main Plan & Profile

- Install a check valve in manhole at Southern Oak Drive connection.
- R/M is currently reviewing the water model for the northeast boosted pressure zone to see if a micro booster station in the area of Southern Oak Drive is necessary. We will have that determination during the next two weeks.

Sheet C5.0 Storm Sewer System Plan

- All storm sewer in public ROW will be owned and maintained by the Village. All other storm sewer and facilities outside of the public ROW will be owned and maintained by the condo association. Show/indicate the public and private storm sewer and facilities on the overall system map.
- All inlets in the public ROW shall be catch basins with 2-foot sumps.
- Add structures or reroute storm sewer at north end of West Circle so the storm sewer is in the public ROW.
- Provide storm sewer sizing and inlet spacing calculations.

Mr. Josh Pudelko, P.E.
Trio Engineering, Inc.
March 11, 2019
Page 4

Sheet C5.5 Roadway & Storm Sewer Plan & Profile

- The internal bulb in Court A needs to be modified to allow for room for the Village's sewer maintenance truck to complete pull in and back out maneuvers.
- The Village piles snow on the front side of the cul-de-sac bulbs. Relocate the parking stalls to the rear of the bulb. The parking stalls may be piled with snow and inaccessible during winter.
- The condo association will be responsible for the maintenance of the landscape and/or parking stalls within the cul-de-sac bulbs and other parking stalls areas within the public ROW.

Sheet C6.0 Intersection Details

- Provide the letter approval from the County for moving the emergency access drive from the westerly side of the site to further easterly up the hill.

Sheet C7.0 Construction Notes and Details

- See enclosed Village Detail Drawings and details utilized for the Windrush Subdivision for examples of the necessary details.

Exhibit E – The Glen at Overlook Trails SWMP 2019-02-28

The stormwater management plan had previously been reviewed in its preliminary stage. Based upon the review of the Civil Plans, a better understanding of the existing and proposed drainage patterns is known. Comments have been providing in this letter and on the marked up drawings regarding verifying that the peak flow rate reduction requirement is being met for each individual existing basin. In addition, the volumetric flow should be verified such that there is not a negative impact to downstream facilities. Updates are anticipated to be needed to the SWMP.

Other Comments

- Street Tree Plans – the landscaping plan from last fall showed 147 street trees with no designations. What progress has been made on finalizing this plan (and the rest of the landscape plan)? Coordinate the engineering and landscape plans. Also, the preferred method for street tree installation is the property owner providing a deposit paid at the building permit stage and the trees being installed by the Village during the planting season after occupancy is granted for the unit.
- Where are the electric/phone/cable utilities planned to go? We assume gas is in the front, but the Village usually calls for the others to be in the rear yards. This avoids the extra impediments in the ROW that would make tree planting and maintenance difficult as well as the need to landscape the utility boxes in the front.

Mr. Josh Pudelko, P.E.
Trio Engineering, Inc.
March 11, 2019
Page 5

- Regarding the path along CTH K – the Plan Commission decided to eliminate the parallel paths and allowed the path “in” the development. There is a desire for a path access from properties to the east closer to CTH K at or near the easement for water access. This is probably more realistic than the access up at the road near the north side of the property.
- Street lights – the Village may plan for a public street light at the other three intersections.
- For the future connection to the east, extend the utilities and roadway to the property line and install a hammerhead. Also install a sign identifying this as a road connection to future development. The approved plans, Developer’s Agreement and PUD should acknowledge future connection.
- Clearly identify minimum yard setbacks from the structure to ROW, adjacent structures, INRA, walking paths, etc.
- Can the minimum setback to the ROW be increased to more than 25 feet to accommodate driveway parking that won’t interfere with Village ROW, plowing, etc.?
- The proposed drainage away from structures appears adequate. A few areas are flat, but we feel that the Village is protected by the fact that developer will be installing all finished grades and landscaping on all building sites. If some areas are not draining adequately then the developer installed finish yard grades must be modified by the developer.
- Exhibit A – Public Utility Easement – extend the 20-foot watermain easement 50 feet west of the entrance road.
- Storm Water Maintenance Practice Maintenance Agreement – this will be reviewed with the final submittal.

Summary

The following are remaining submittals/permits that the applicant will need to provide to complete the Village approval process:

- DNR Water extension approval
- DNR Sanitary Sewer extension approval
- DNR Notice of Intent approval
- Village Erosion Control permit
- Village Storm Water Management permit
- Village Tree Protection permit
- Village Right-of-Way permit
- Waukesha County permit

Mr. Josh Pudelko, P.E.
Trio Engineering, Inc.
March 11, 2019
Page 6

- Demolition related permits
- Easements
- Letter of Credit

Upon final approval, provide a .pdf of the entire storm water management plan and construction plans stamped by a Professional Engineer. Upon final completion, provide AutoCAD files and pdfs of the as-built drawings stamped by a Professional Engineer as well as the stormwater maintenance agreement.

The applicant will be required to obtain any other permits determined to be necessary.

If you have any questions, comments or concerns, please feel free to contact our office.

Very truly yours,

RUEKERT & MIELKE, INC.



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

RTA:sjs

Enclosures

cc: David Cox, Village of Hartland
Scott Hussinger, Village of Hartland
Bryan Lindgren, Neumann Developments, Inc.
File

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~~2019, 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.~~ The Site has beenIn 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.~~ Effective upon execution of this agreement, the Site is 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

37 recommended for approval as amended on ~~INSERT DATE~~November 19, 2018 subject to
38 representations made during the consideration process by the Developer, final approval of the
39 engineering by Village Staff, and execution of this Planned Unit Development Agreement.
40

41 F.G. Developer will submit for approval by the Village a Certified Survey Map along with a
42 Final Condominium Plat for the Site in substantial conformance with the approved Proposed
43 Condominium Plat and reflecting final engineering of the Site and said Certified Survey Map
44 and Final Condominium Plat will be considered by the Board of Trustees in accordance with
45 State Law.
46

47 G.H. The Village of Hartland is requiring that, as conditions of its approval of development on
48 the Site, Developer must make and install all public improvements necessary to service the
49 development of the Site and that the acceptance of the dedication of all public improvements
50 shall be contingent upon the construction of said improvements according to applicable State
51 and municipal specifications and ordinances.
52

53 H.I. The Village Board has duly approved Developer’s plans and specifications for the
54 Project, conditioned upon Developer’s entry into this Agreement.
55

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

58 FINDINGS

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

61 A. The proposed site will be provided with adequate drainage facilities for surface water and
62 storm water conditioned on the Developer completing the design in accordance with Village
63 ordinances and subject to Village Engineer approval.
64

65 B. The proposed site will be accessible from public roads that are adequate to carry the traffic
66 that can be expected to be generated by the proposed development conditioned on
67 development of public roads within the site and proper development-related improvements
68 on the adjacent County roads.
69

70 C. No undue constraint or burden will be imposed on public services and facilities, such as fire
71 and police protection, street maintenance, water, sanitary sewer and storm drainage, and
72 maintenance of public areas by the proposed development.
73

- 74 D. The streets and driveways on the site of the proposed development will be adequate to serve
75 the residents of the proposed development and will meet the minimum standards of all
76 applicable ordinances or administrative regulations of the Village.
77
- 78 E. Centralized public water and sewer facilities will be provided.
79
- 80 F. The entire Site to be included in this Planned Unit Development Overlay District will be held
81 under single ownership during development.
82
- 83 G. The locations of entrances and exits have been designated to prevent unnecessary
84 interference with the safe and efficient movement of traffic on surrounding streets, and the
85 development will not create an unreasonable adverse effect upon the general traffic pattern of
86 the surrounding neighborhood. Insofar as is practicable, consolidation of driveways, parking,
87 and curb cuts and connection driveways between properties, where appropriate, will be
88 provided to enhance safety and provide more efficient and economical access and parking.
89
- 90 H. The size, quality and design of all buildings, landscaping and other site development features
91 in the Project will be compatible with the general character of the Village and specifically to
92 the surrounding neighborhood, and the design of the development will result in an attractive
93 and harmonious development compatible with and not adversely affecting the property
94 values of the surrounding neighborhood conditioned on final Architectural Board approval of
95 the proposed façades.
96
- 97 I. Such Project will create an attractive residential environment of sustained desirability and
98 economic stability, including structures in relation to terrain, consideration of safe pedestrian
99 flow, ready access to recreation space, and coordination with overall plans for the
100 community.
101
- 102 J. The total net residential density within the Planned Unit Development Overlay District is
103 compatible with the Village of Hartland Comprehensive Development Plan: 2035. The total
104 net density is also consistent with and does not exceed the density of development permitted
105 in the underlying basic use zoning district.
106
- 107 K. Structure types will be compatible with other structural types permitted in the underlying
108 basic use district.
109
- 110 L. Provision has been made for the installation of adequate public facilities and the continuing
111 maintenance and operation of such facilities.
112
- 113 M. Provision has been made for adequate, continuing fire and police protection.

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- 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 is allowed.
- 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.

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

138 Section I. PUD Requirements

- A. Developer shall comply with this Agreement.
- ~~B.~~ B. The Project shall include not more than fifty (50) single family residential units as generally portrayed the Site Plan (Exhibit B).
- ~~B.C.~~ 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.~~ D. The following requirements of the RS-1 Single Family Residential District are hereby modified as defined herein:

- 152
153 a. 46-235 regarding lot area and width is hereby waived and the area devoted to
154 residential units shall be as defined on the Condominium Plat.
155 b. 46-237 regarding yards is hereby waived except that residential units may not be
156 constructed closer than fifteen (15) feet from the Right of Way nor closer than
157 twenty (20) feet from each other five (25) feet from the back of the as-constructed
158 curb, whichever is greater. When the Right of Way is expanded in a small area to
159 accommodate a portion of the utility infrastructure (e.g. a fire hydrant), the
160 setback shall be measured from the back of the as-constructed curb.
161 c. No unit may be constructed closer than ten (10) feet from the edge of the Isolated
162 Natural Resource Area (INRA) as delineated on site. Notwithstanding the Tree
163 Protection regulations of the Village, no construction vehicle or activity is
164 allowed within the INRA with the exception of activity approved for Site
165 construction as identified in Exhibit E.
166 d. Residential units shall be constructed at least twenty (20) feet from each other.

167 Section II. Improvements.

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

171 A. Streets.

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

190 Agreement and for obtaining approval and acceptance by Waukesha County for
191 improvements actually made.

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

194

195 B. Sanitary Sewer.

196 1. Developer shall, at its sole expense, construct, install, and provide a complete sanitary
197 sewage collection system throughout the entire Site and, to the extent necessary, off Site
198 and perform in accordance with the plans and specifications set forth on Exhibit E and at
199 no cost to the Village. The construction of the sanitary sewer system required hereunder
200 shall be constructed so as to fully service the Project.

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

206 3. The Village Board has no obligation to accept dedication of any component of any sewer
207 improvements or to allow the improvements to be connected to the existing Village
208 sewage collection system until the applicable components of the sanitary sewer have been
209 installed in accordance with plans and specifications approved and accepted by the
210 Village as set out in Exhibit E. At its sole expense, Developer shall clean and televise the
211 sewer system prior to its connection to the Village sanitary sewer system and shall
212 provide a written report and DVD copy or other electronic medium acceptable to the
213 Public Works Director of the televised inspection thereof.

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

216

217 C. Water.

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

224 2. Upon completion of the water system serving the Site in accordance with the plans and
225 specifications set forth in Exhibit E, Developer shall dedicate, and the Village shall
226 accept, such segment of the water system and, subject to the terms of this Agreement,
227 allow connection to the Village water system.

228 3. The Village Board has no obligation to accept any component of the water distribution
229 system until the applicable component of the water distribution system has been

230 inspected by the Village Engineer and DPW Director and is determined to be installed in
231 accordance with plans and specifications approved by the Village.

232 4. No occupancy permits shall be processed or issued until the water distribution system
233 servicing the Site has been dedicated to, and accepted by, the Village.

234

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

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

239 2. The Village Board shall have no obligation to accept the dedication of the storm/surface
240 water system until the system has been inspected by the Village Engineer/DPW Director
241 and installed in accordance with plans and specifications approved by the Village as set
242 out in Exhibit E.

243 3. Developer and the Homeowners Association for the Site provided for in Section IV. C. of
244 this Agreement shall be jointly and severally responsible for the maintenance of all
245 detention and retention basins and private storm sewer as shown on Exhibit E both before
246 and after completion of said facilities. This includes the responsibility for routinely
247 conducting all dredging and cleaning of detention and retention basins and private storm
248 sewer to assure that they perform adequately. This responsibility shall be recorded in a
249 Storm Water Management Facility Maintenance Agreement with respect to the Site in the
250 form attached hereto as Exhibit F. Developer may, at Developer's sole option, transfer
251 its maintenance obligations for the detention and retention basins to the Homeowners
252 Association at any time after more than twenty-five (25) condominium homes have been
253 improved and occupied and thereby may be released from all individual obligations under
254 this paragraph provided the Homeowners Association, of which the Developer, as a
255 ~~lot~~unit owner, is a member, has been established and is functioning in the normal course
256 of business. In any event, Developer's (but not the Homeowners Association's)
257 obligations under this paragraph shall cease without further action upon the termination
258 of all of Developer's fee simple interests in title to all lots provided the Homeowners
259 Association has been established and is functioning in the normal course of business.

260 4. Developer shall, at its sole expense, grade the Site in accordance with the final Master
261 Grading plans and specifications set forth on Exhibit E. Developer will be allowed to
262 deviate up to 6 inches from the Master Grading plans upon completion of interim Site
263 grading for the interior portions of individual lots. Developer shall be required to
264 complete elements of the Master Grading plans related to surface water drainage for
265 individual lots and for the entirety of all Outlots and Right of Way areas prior to
266 acceptance of improvements by the Village. A lot grading plan in compliance with the
267 final Master Grading plans and specifications shall be submitted by the Developer at the
268 time of permitting for each individual condominium unit to the Village Engineer or

269 Building Inspector for their respective approval. Said grading, as approved, shall be
270 implemented prior to occupancy of that condominium unit.

271

272 E. Site Clearing/Restoration.

273 1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree
274 trunks, and shrubs, and all rubbish currently located on the Site in accordance with all
275 applicable State, Federal and municipal codes and ordinances.

276 2. Developer shall not destroy or remove any live vegetation nor conduct any grading,
277 filling or other construction related activities within the Isolated Natural Resource Area
278 zoned UCO – Upland Conservancy Overlay District except as set forth in the finally
279 approved plans and specifications and under any required issued DNR permit.

280 3. Developer shall be responsible for compliance with all applicable provisions of Chapter
281 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement
282 of trees including, but not limited to submission of a tree protection plan and obtaining of
283 a tree permit prior to start of work on the Site.

284 4. Developer shall lawfully and with applicable permits raze and remove the existing house
285 and abandon any existing private well and septic system, if any, and, thereafter, establish
286 no private wells or septic systems on the Site.

287

288 F. Landscaping and Erosion Control.

289 1. Developer, and all its agents, contractors and subcontractors shall grade, seed and
290 otherwise landscape the Site in strict compliance with the plans and specifications set
291 forth on Exhibit E, and shall at all times remain in compliance with all applicable
292 municipal and state erosion control restrictions and requirements. Developer shall
293 complete required erosion control inspections and reports in accordance with the erosion
294 control permit standards. Developer shall be responsible for costs of periodic compliance
295 inspections of erosion control facilities that will be conducted by the Village Engineer or
296 his designee.

297 2. If any erosion control facilities (including but not limited to bales, silt fence and berms)
298 are washed out or otherwise rendered ineffective as determined by the Village Engineer
299 or DPW Director or Building Inspector, Developer shall repair or replace said facilities
300 within 48 hours of being so notified in writing by the Village Engineer or DPW Director
301 or Building Inspector. If Developer fails to repair or replace said facilities within 48
302 hours of being so notified by the Village Engineer or DPW Director or Building Inspector
303 the Village may, but is not required to, repair or replace such facilities and charge 125%
304 percent of all costs incurred by the Village in so reinstalling said facilities to Developer.
305 The Village may collect this amount from any amounts payable to Developer that the
306 Village is holding pursuant to this Agreement.

307 3. Developer shall, simultaneous with the execution of this Agreement, provide the Village
308 a temporary access easement to the Village in the form attached hereto and incorporated

309 by reference as Exhibit G to permit repair or replacement of said facilities in the event of
310 a default by Developer.

311

312 G. Street Signs, Pavement Markings and Street Lights.

- 313 1. Developer shall provide and install (subject to Village approval) all signs and pavement
314 markings as specified in Exhibit E.
- 315 2. Developer shall also provide and install streetlights for the Site as specified in Exhibit E
316 at no cost to the Village utilizing lights available from WE Energies as approved by the
317 Village DPW Director. Streetlights shall become the property of Wisconsin Energy
318 Corporation. Thereafter, all repairs, maintenance, operation and replacement shall be
319 performed by Wisconsin Energy Corporation.
- 320 3. Following installation of streetlights by Developer and acceptance of the installation by
321 the Village with other infrastructure, operational and electrical expenses shall be paid for
322 by the Village.

323

324 H. Hazardous Substances.

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

335

336 I. Pathways/Sidewalks.

- 337 1. Developer shall provide, install and pave with asphalt all onsite and offsite pathways as
338 specified in Exhibit E. Developer shall grant on the Certified Survey Map and other
339 document as appropriate, a permanent access easement to the general public for
340 unrestricted passage and enjoyment of paths outside the Right of Way as described in
341 Exhibit I – Public Access Easement.
- 342 2. Although asphalt paved pathways constructed by Developer shall be accessible by the
343 general public, maintenance of all pathways in a condition that meets standards
344 prescribed by the Village from time to time shall be the responsibility of the Homeowners
345 Association.
- 346 3. Paved pathways accessible to the general public, including paved pathways used for
347 emergency access to the subdivision, shall be maintained year-round including winter
348 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 subdivisionProject 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 housescondominium units 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

388 accordance with any plans and specifications attached hereto as exhibits, unconditionally
389 give, grant, convey and fully dedicate the same to the Village, its successors and assigns,
390 forever, free and clear of all encumbrances whatever, together with, including, without
391 limitation, all buildings, structures, mains, conduits, pipes, lines, machinery, equipment and
392 appurtenances which may in any way be a part of such public improvements and together
393 with any and all necessary easements for access thereto. Developer shall obtain title
394 insurance to insure the transfer of ownership in portions of the Site that are dedicated to the
395 Village. Developer shall also pay, when due, all transfer taxes that arise as a result from said
396 dedications.

397
398 B. Developer shall notify the Village, in writing when any public improvement described as
399 such in the applicable Certified Survey Map and on the attached exhibits is complete in
400 accordance with the plans and specifications attached hereto as exhibits. Within fourteen (14)
401 days of the date of such notice, the Village Engineer and DPW Director shall inspect and/or
402 re-inspect as necessary any public improvements described in Developer’s notice and prepare
403 and deliver to Developer a written punch list of repairs necessary to bring such public
404 improvement into conformance with the applicable plans and specifications. Upon
405 Developer’s written notice to the Village Engineer and DPW Director that all punch list
406 repairs for any such public improvement are complete, and following satisfactory completion
407 of any applicable re-inspection, the Village shall, subject to the re-inspection and approval of
408 the Village Engineer and DPW Director, by separate resolution, accept the dedication of such
409 public improvement.

410
411 C. Unless previously provided, simultaneous with the acceptance by the Village of any sanitary
412 sewer, water or storm/surface water improvement on the Site, Developer shall, at its sole
413 expense, furnish one set of reproducible “as built” plans of such public improvement.
414 Reproducible plans shall be provided on Mylar or another similar media acceptable to the
415 Village Engineer and to the Director of Public Works together with an electronic file copy of
416 said plans compatible with the Village’s GIS software prior to Village acceptance of
417 dedication. Electronic plans provided hereunder shall include GPS locations for manholes,
418 inlets, valves and other structures.

419 Section IV. Building/Occupancy Permits.

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

426

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

431 Section V. Miscellaneous Requirements and Provisions.

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

439
440 B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and
441 Homeowner’s Association, as required below, a provision indicating that the use of water for
442 purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as
443 otherwise directed by the Village of Hartland from time to time.

444
445 C. Declaration of Restrictions and Homeowner’s Association. Developer hereby agrees to
446 execute and record a Declaration of Restrictions and Homeowners’ Association with respect
447 to the Site in the form of Exhibit J attached hereto. No occupancy permits shall be granted
448 until both the Declaration of Restrictions has been approved by the Village and recorded and
449 the Homeowners’ Association incorporated.

450
451 D. Grade. Exhibit E sets out maximum yard grade elevations that shall be required on the Site.
452 One set of an as-built version of Exhibit E shall be provided by the Developer, at its sole
453 expense, in a Mylar reproducible format and in electronic format compatible with the
454 Village’s GIS software, to the Village prior to the dedication of the public streets.

455
456 E. Underground Utilities. All new electrical, telephone, gas and cable television utilities and
457 services on the Site shall be buried underground in accordance with Chapter 50 of the
458 Municipal Code of the Village of Hartland. Coordination of installation of such utilities and
459 services shall be the responsibility of Developer.

460
461 F. Manner of Performance. Developer shall cause all construction called for by this Agreement
462 to be carried out and performed in a good and workmanlike manner.

463
464 G. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and
465 approvals from all governmental authorities with jurisdiction over the Site, including, but not

466 limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control
467 Commission, and Department of Natural Resources, when required prior to the start of
468 construction, demolition or hazardous waste abatement with respect to the applicable portion
469 of the Site work. Developer or the Purchaser of individual ~~lots~~units shall be solely
470 responsible for paying, at the time of building permit application, all applicable sewer or
471 water connection fees pertaining to connection of such utilities servicing the Project which
472 are customarily and uniformly assessed.

473
474 H. Locations. The parties agree that the locations of existing Village water, sanitary sewer and
475 storm sewer facilities as indicated on Exhibit E are approximate locations only. It is
476 Developer's sole responsibility to definitively locate all such Village facilities in the field,
477 and the Village bears no liability if any of said facilities are not located where indicated in
478 the documents described in this subsection.

479
480 I. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior to
481 executing a contract for sale/purchase of a given lot anticipated future expenses of buyer
482 related to developer and lot owner obligations in this Agreement including payment of
483 impact fees, connection charges, RSAC, street tree installation, potential Special Charge and
484 other applicable items.

485
486 J. Snow Removal. Developer shall include in the Declarations of Restrictions and
487 Homeowners Association a provision indicating that the Homeowners Association shall be
488 responsible for snow removal on publically accessible paths as identified herein and from all
489 parking areas within the Rights of Way. The Village is not responsible for snow which may
490 be deposited on said parking areas as a result of street snow clearing activities.

491
492 K. Cul De Sac Island Landscaping. Developer shall include in the Declarations of Restrictions
493 and Homeowners Association a provision indicating that the Homeowners Association shall
494 be responsible for maintenance and upkeep of the landscaping on the islands within cul de
495 sacs. Landscaping of these islands shall provide adequate space, in the Village's sole
496 determination, for the storage of snow from street clearing activities conducted by the
497 Village. The Village is not responsible for damage to landscaping that may occur as a result
498 of the storage of snow on cul de sac islands.

499 Section VI. Time.

500 A. Provided that the Village grants approval to commence within fifteen (15) business days
501 from the request by Developer and following the execution and recording of this Agreement
502 and its Exhibits, Developer shall complete the following aspects of said improvements on the
503 Site for the Project, all in compliance with the requirements of this Agreement, on or before
504 the following dates:

- 505 1. Completion of installation of the first lift of asphalt on the public streets serving the
506 Project pursuant to Exhibit E on or before October 31, 2019 unless extended by the
507 Village Board upon recommendation of the DPW Director and Village Engineer.
508 2. Installation of sanitary sewage collection and water distribution systems servicing the
509 Site pursuant to Exhibit E on or before October 31, 2019.
510 3. Completion of storm/surface water drainage facilities servicing the Site as specified in
511 Exhibit E on or before October 31, 2019.
512 4. Completion and recording of the Certified Survey Map and Final Condominium Plat on
513 or before November 15, 2019.
514
- 515 B. Except as set forth in subsection C below, time is of the essence as to all deadlines set forth
516 in this section. Upon failure of Developer to meet one or more deadlines specified in this
517 section, Village may (but is not required to) complete that aspect of the project and charge
518 Developer 125 percent (125%) of the actual costs incurred by Village in so completing that
519 aspect of the Project. Village may draw upon the security provided in this Agreement for the
520 payment of said charges against Developer.
521
- 522 C. If delay in completion of any public improvements on the Site described in this Agreement is
523 caused or contributed to by act, omission, misconduct or neglect of the Village or those
524 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,
525 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action
526 of public utilities or of local, state or federal governments affecting the work or other causes
527 beyond Developer's reasonable control, then the time of completion of such public
528 improvements shall be extended for the additional time caused by such delay.

529 Section VII. Payment of Village Fees.

530 Developer agrees to provide to the Village the following:

- 531 1. Developer and Village acknowledge that the Village has caused a needs assessment study
532 to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an
533 ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and
534 facilities. The Parties acknowledge that the ultimate occupants of the Site will likely
535 utilize these Village services and facilities and that the impact fees imposed by Village
536 Ordinances are necessary to pay for the capital costs of the facilities in order to
537 accommodate land development. Accordingly, Developer represents and warrants that it
538 will pay or cause the lot owner to make concurrent payment to the Village impact fees in
539 the then current amount in accordance with the Village Code upon application for
540 building permits.
- 541 2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the
542 Village, in cash or check, in the amount of \$50,000 at the time of execution of this

543 Agreement. Developer shall be responsible for actual inspection costs and fees incurred
544 by the Village which shall first be deducted from such deposit.

545 3. Developer shall, in cash or check, continue to maintain an escrow balance with the
546 Village of Hartland through which the Village will reimburse itself for legal,
547 administrative, engineering and fiscal expenses paid by the Village on behalf of the
548 Project. From time to time during the development process, after said escrow deposit is
549 diminished by expenses incurred or to be incurred by the Village, the Village may require
550 additional funds to be deposited into the escrow, which additional funds shall be paid
551 within 30 days after written demand.

552 4. Developer acknowledges that sanitary sewer service to individual lots within the Site is
553 subject to payment of both a Connection Charge under Section 86-276 of the Village
554 Code and a Regional Sewer Availability Charge (“RSAC”) under Section 86-277 of the
555 Village Code of Ordinances as those sections and fees may be adjusted from time to time.
556 Developer represents and warrants that it will pay or cause the lot owner of make
557 concurrent payment to the Village the then current Connection Charge and RSAC fee for
558 each of the fifty (50) homesites on the Site upon application for building permits
559 including connection to the sanitary sewer system.

560 5. Developer acknowledges that a Recapture Agreement is in affect for this Site relating to
561 the construction of water infrastructure by another developer for the benefit of this Site
562 resulting in an amount due upon execution of this agreement of \$192,529. Developer
563 agrees to pay said amount to the Village within 30-days of the execution of this
564 Agreement for remittance to the developer named in the Recapture Agreement. In the
565 alternative, Developer may provide evidence acceptable to the Village Administrator that
566 the full amount due under the Recapture Agreement has been paid directly to the
567 developer named in said Agreement and that no additional amount is due and owing to
568 said developer for this Site and Project.

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

570 A. Security Required. Prior to commencement of construction activities related to the
571 Development, Developer shall deliver or cause to be delivered to the Village acceptable
572 security equal to one hundred fifteen percent (115%) of the Village Engineer’s cost estimate
573 of all public and ~~private~~public interest (i.e. retention/detention ponds, walkways and paths,
574 monument signage, sanitary sewer, storm sewer, water, and other improvements)
575 improvements for the Site shown on the applicable Plat and the plans and specifications
576 pertaining thereto (including, but not limited to, temporary and permanent landscaping and
577 erosion control provisions, landscaping, seeding, and other improvements); and
578

579 B. Form of Security. Pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes, as determined by
580 Developer, security provided hereunder shall be in the form of a performance bond or an
581 original, irrevocable letter of credit issued by a federally insured banking institution, the

582 financial condition of which is acceptable to the Village, naming the Village as payee and
583 expiring no sooner than twelve months, and being in a form acceptable to the Village
584 Attorney. It is the preference however of the Village that security be provided in the form of
585 a letter of credit. The amount of such security shall reduce subject to the provisions of
586 Section VII.D. hereafter and when work secured hereby is completed and dedicated to the
587 Village.

588
589 C. Maintenance of Security. Security as described in this Section shall be renewed in a form
590 acceptable to the Village Attorney no later than 30 days prior to its expiration and shall be
591 maintained as described below for a period of time expiring 14 months after the
592 improvements for which the security is provided are substantially complete in accordance
593 with §236.13 (2) (a) 1., and §236.13 (2) (a) 2. of the Wisconsin Statutes which provides:

594
595 *For purposes of subd. 1., public improvements reasonably necessary for a project*
596 *or a phase of a project are considered to be substantially completed at the time*
597 *the binder coat is installed on roads to be dedicated or, if the required public*
598 *improvements do not include a road to be dedicated, at the time that 90 percent of*
599 *the public improvements by cost are completed.*

600
601 In the event it is not renewed at least 30 days prior to its expiration, the Village may draw
602 upon such security for purposes of completion of Improvements provided for in this
603 Agreement.

604
605 D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced
606 as the improvements described in the Plat and the plans and specifications set forth on the
607 attached exhibits are completed and approved by the Village Engineer and DPW Director in
608 accordance with the following procedure.

609 1. From time-to-time during the course of construction, Developer may request the Village
610 Engineer and DPW Director to inspect the construction work completed to that date, and
611 the Village Engineer and DPW Director, as agent of the Village, shall use its best efforts
612 to make such inspection within seven (7) days after the request.

613 2. The request to inspect shall be accompanied by a certification prepared by Developer's
614 engineer and stating the work completed, an estimate of the dollar value of the work
615 completed to date of the request and since Developer's engineer's last certification and
616 that the work has been completed in a good and workmanlike manner and in compliance
617 with the Plat and applicable plans and specifications.

618 3. The request for inspection shall also be accompanied by a certification from Developer's
619 engineer estimating the cost to complete the remaining balance of the improvements,
620 with the estimated dollar value of the improvements completed and the estimated cost to

- 621 complete the remaining improvements being on a form and presented in a manner
622 reasonably acceptable to the Village Engineer and DPW Director.
- 623 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn
624 contractor's statement and appropriate photocopies or originals of lien waivers showing
625 that all work in place and for which a reduction in the security is requested has been fully
626 paid for or that all mechanic's or other liens have been waived.
- 627 5. The Village Engineer and DPW Director shall approve a reduction in the Security
628 provided the following are met:
- 629 i. Receipt of the required documentation from the Developer
 - 630 ii. Inspection by the Village Engineer
 - 631 iii. Certification by the Village Engineer to the Village and to the financial
632 institution issuing any letter of credit:
 - 633 1. The dollar value of the work completed to the date of the request for
634 inspection and since the last certification by the Village Engineer
 - 635 2. That the work has been completed in a good and workmanlike manner
636 and in compliance with the Plat and the applicable plans and
637 specifications
 - 638 3. That no mechanic's or other liens will attach to the Site or to any
639 property of the Village as a result of the installation of the
640 improvements
 - 641 4. That Developer's engineer's or Village Engineer's estimate of the
642 dollar value of the work completed and the cost to complete the
643 remaining improvements are reasonable.
 - 644 iv. The balance remaining in the security is at least equal to one hundred percent
645 (100%) of the cost to complete all the remaining public and private
646 improvements plus fifteen percent (15%) of the total cost of any completed
647 improvements.
- 648
- 649 E. Release of Security Upon Completion. Upon final completion of all of the improvements, the
650 acceptance by the Village of the development and posting of any required warranty or
651 maintenance bond security, the then remaining balance of the security shall be released and
652 returned, after first drawing upon the security for any fees and costs due and owing to the
653 Village pursuant to all applicable ordinances and this Agreement.
- 654
- 655 F. Return of Excess Proceeds After Default. In the event of default by Developer under this
656 Agreement, if any of the security funds remain in the possession of the Village after all of the
657 public and private improvements have been completed in a good and workmanlike manner
658 and in accordance with the applicable Final Plat and applicable plans and specifications, all
659 warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village,
660 including reasonable attorney's fees, engineering fees, consultant fees, or other out-of-pocket

661 expenses incurred in completing the improvements, in releasing liens thereon in paying for
662 work completed prior to default are paid, or other costs incurred as a result of the default of
663 Developer; then any remaining balance shall be paid to Developer, subject to any claim to
664 said funds exerted by any financial institution issuing any letter of credit given as security.

665 Section IX. Guarantee of Improvements.

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

671
672 B. Guarantee Security. Notwithstanding the following in this section, it is the preference of the
673 Village that security be provided in the form of a letter of credit. Developer shall furnish to
674 the Village, prior to final acceptance of dedication of the public improvements by the
675 Village, guarantee security pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes consisting,
676 as determined by Developer, of a performance bond or an original, irrevocable letter of credit
677 issued by a federally insured banking institution, the financial condition of which is
678 acceptable to the Village, naming the Village as payee, expiring no sooner than fourteen
679 months from the date of substantial completion of the covered improvements and equaling in
680 the aggregate to ten percent (10%) of the total final cost of the improvements, which
681 guarantee security will be retained by the Village for a period of fourteen (14) months after
682 the substantial completion of the improvements as initial security for Developer's guarantee
683 that the workmanship and materials furnished meet or exceed all state, federal and local
684 requirements and specifications, and that the improvements are and will remain in good and
685 sound condition for and during the twelve-month period from and after their acceptance.
686 Separate bonds or letters of credit may be utilized because the time frame for the acceptance
687 of each type of improvement may be different.

688
689 C. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any and
690 all repairs which may become necessary under and by virtue of Developer's guarantee and
691 shall leave the improvements in good and sound condition, satisfactory to the Village and
692 Village Engineer and DPW Director at the expiration of the guarantee period; provided,
693 however, Developer's obligation to repair shall not extend to repairs necessitated by or
694 related to any act, omission, neglect or misconduct of the Village, its agents, employees or
695 contractors (and the guarantee security may not be drawn against in such instances).

696
697 D. Notice of Repair. If during a respective guarantee period, the improvements shall, in the
698 professional opinion of the Village Engineer and DPW Director, require any repairs or
699 replacements which in his judgment are necessitated by reason of settlement of foundation,

700 structure or backfill, or other defective workmanship or materials, Developer shall, upon
701 written notification by the Village Engineer and DPW Director of the necessity for such
702 repairs, make such repairs, at its own cost and expense. Should Developer fail to make such
703 repairs within a reasonable time after written notice has been sent as provided herein, or fail
704 to start work within fourteen (14) calendar days after such written notice, weather permitting,
705 the Village may cause such work to be done, but has no obligation to do so, either by contract
706 or otherwise, and the Village may draw upon said guarantee security to pay any costs or
707 expenses incurred in connection with such repairs or replacements. Should the cost or
708 expense incurred by the Village in repairing or replacing any portion of the improvements
709 covered by this guarantee exceed the amount of the guarantee security, the Developer shall,
710 within thirty (30) days of being invoiced by the Village, pay 125 percent of any excess cost
711 or expense actually incurred in the correction process.

712

713 E. Maintenance Prior to Acceptance. Developer shall maintain the public improvements until
714 such time as they are accepted by the Village in dedication. This maintenance shall include
715 routine maintenance, such as dust suppression, crack filling, roadway patching and the like.
716 In cases where emergency maintenance is required, such as sewer blockages, the Village
717 retains the right to complete the required emergency maintenance in a timely fashion and bill
718 Developer for all actual associated costs. The Village shall not be responsible for snow
719 removal prior to acceptance of the public street improvements except as set forth in
720 subsection III. A. 2 unless mutually agreed in writing signed by both parties hereto to the
721 contrary. All improvements shall be maintained so they conform to the applicable plans and
722 specifications attached as exhibits to this Agreement at the time of their acceptance by the
723 Village.

724 Section X. Method of Improvement.

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

730 Section XI. Zoning.

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

734 Section XII. Indemnification and Insurance.

735 A. Indemnification.

- 736 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement
737 or documents incorporated herein by reference, Developer shall INDEMNIFY AND
738 SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND
739 the same from and against any and all liability, claims, loss damages, interest, actions,
740 suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise
741 in the course of out of, or as a result of the performance, mis-performance, or
742 nonperformance of Developer's obligations under this agreement or the negligent
743 construction or operation of public improvements covered thereby until the dedication of
744 said public improvements is accepted by the Village and after the dedication of said
745 improvements only if the occurrence giving rise to the claim predates the dedication.
- 746 2. In every case where judgment is recovered against the Village if notice and opportunity
747 to defend has been given to the Developer of the pendency of the suit within ten (10)
748 days after service of the summons and complaint on the Village, the judgment shall be
749 conclusive upon the Developer not only as to the amount of damages, but also as to its
750 liability to the Village.
- 751 B. Insurance. Developer and/or Developer's contractors shall maintain at all times, until the
752 acceptance by the Village of all public improvements insurance with minimum limits and
753 coverage as shown below:
- 754 1. For Developer's contractors and others working on the Site, Worker's Compensation,
755 including Occupational Disease, Insurance meeting the statutory requirements of the
756 State of Wisconsin, and Employer's Liability insurance in an amount of at least Five
757 Hundred Thousand Dollars (\$500,000.00).
- 758 2. For Developer and Developer's contractors, Comprehensive Liability Insurance
759 providing limits for bodily injury and personal injury of One Million Dollars
760 (\$1,000,000.00) combined single limit. The policy must include the Village and its
761 agents, officers and employees as "additional insured" and provide premises, operations,
762 elevators, damage, blanket contractual covering indemnities within contract documents,
763 products and completed operations coverage and be endorsed as "primary and non -
764 contributory" to any insurance of the additional insured, except from their sole
765 negligence.
- 766 3. For Developer's contractors and others working on the Site, Comprehensive Automobile
767 Liability Insurance, on occurrence basis, covering all owned, non-owned and hired
768 vehicles with limits of liability equal to those set forth in paragraph B (2) above.
- 769 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to
770 commencement of construction or Site preparation activities, evidence of the issuance of
771 policies covering the above recited insurance requirements and an endorsement to those
772 policies evidencing that the Village, its officers, employees and agents and the Village
773 Engineer have each been added as an additional insured.
- 774 All endorsements must state that notice of any material change in coverage or nonrenewal or
775 cancellation will be provided to the Village not less than thirty (30) days prior to the effective

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

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

782 Section XIII. Agreement for Benefit of Purchasers.

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

793 Section XIV. General Conditions and Regulations.

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

803 Section XV. Assignment.

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

805 Section XVI. Amendments.

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

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

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

815 Section XVIII. Miscellaneous Provisions

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

818
819 B. This Agreement is the complete and entire agreement of the parties with respect to the
820 matters covered by this Agreement, and it shall supersede all prior agreements to the
821 contrary. No agreements, promises, or representations made during or in connection with
822 the negotiations for or approval of this Agreement shall be binding or effective unless
823 they are included herein. This Agreement may be introduced into evidence by any party
824 without objection in any action to enforce the terms of this Agreement. No modification
825 of this Agreement shall be binding unless in writing and signed by Developer and
826 Village.

827
828 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation
829 by all parties and that all parties together shall be construed to be the drafter hereof and
830 this Agreement shall not be construed against any party individually as drafter.

831
832 D. Legal Relationship. Nothing in this Agreement shall be construed to create an
833 employer/employee relationship, joint employer, a joint venture or partnership
834 relationship, or a principal/agent relationship.

835
836 E. Survival. All agreements, representations, or warranties made herein shall survive the
837 execution of this Agreement and the making of the grants hereunder. This Agreement
838 shall be binding upon the Parties, their respective successors and assigns.

839
840 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds
841 for Waukesha County.

842
843 G. Easements. Developer shall provide documentation satisfactory to the Village that it has
844 legal power and authority to grant all easements required under this Agreement.

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

848

[SIGNATURES FOLLOW]

849

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]

State of Wisconsin }
 }ss.
County of Waukesha }

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

Notary Public

Commission expires: _____

SCHEDULE OF EXHIBITS

Exhibit A Legal Description

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

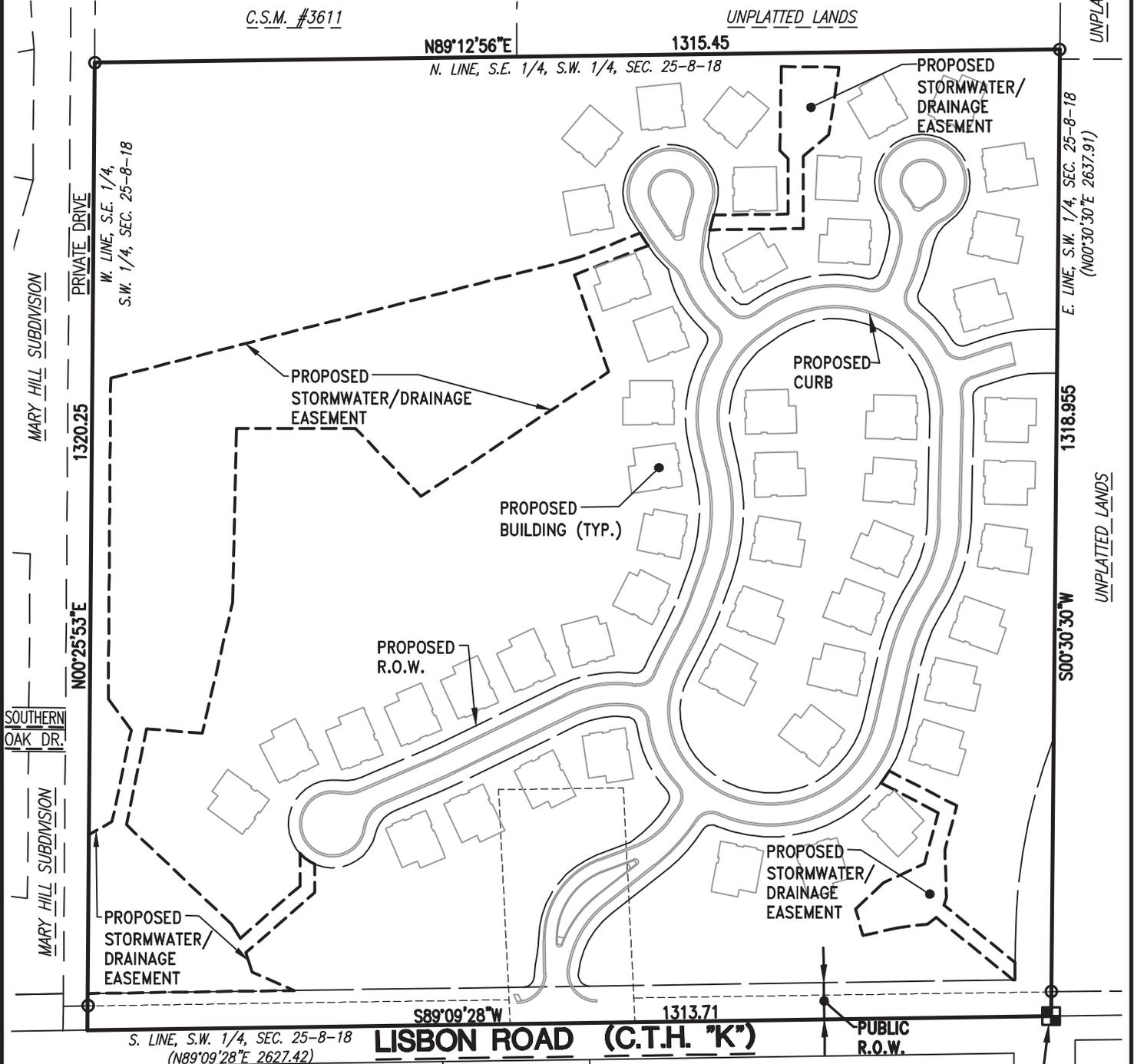
EXHIBIT "A"

STORMWATER AND DRAINAGE EASEMENT

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

UNPLATTED LANDS



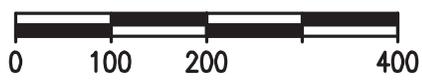
S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42)

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

PUBLIC R.O.W.
S. 1/4 CORNER, SEC. 25-8-18

NORTH

SCALE: 1" = 200'



TRIO ENGINEERING, LLC
12660 W. North Ave. Bldg. "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

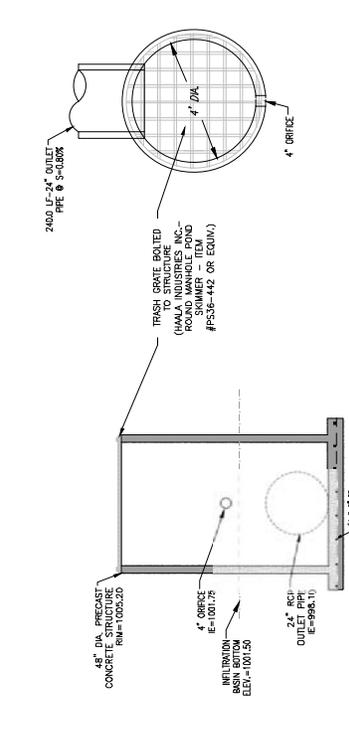
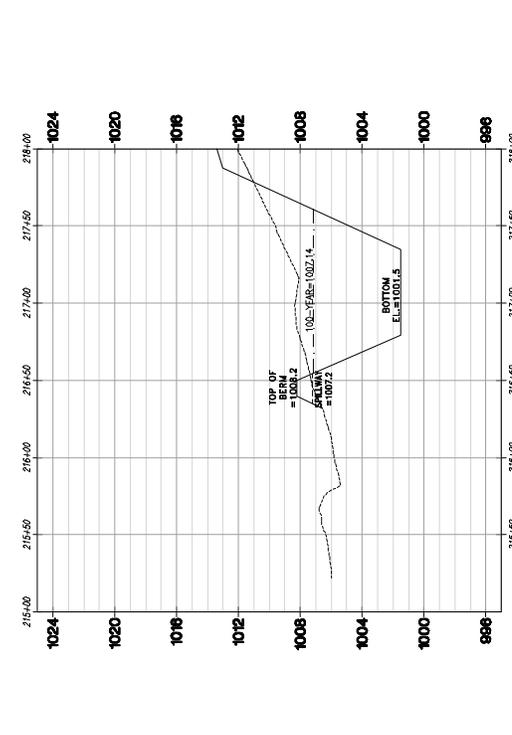
H:\C900\953\17005-01\Survey\ESMT-EXHIBITS\885DEX A-STORMWATER EASEMENT.dwg



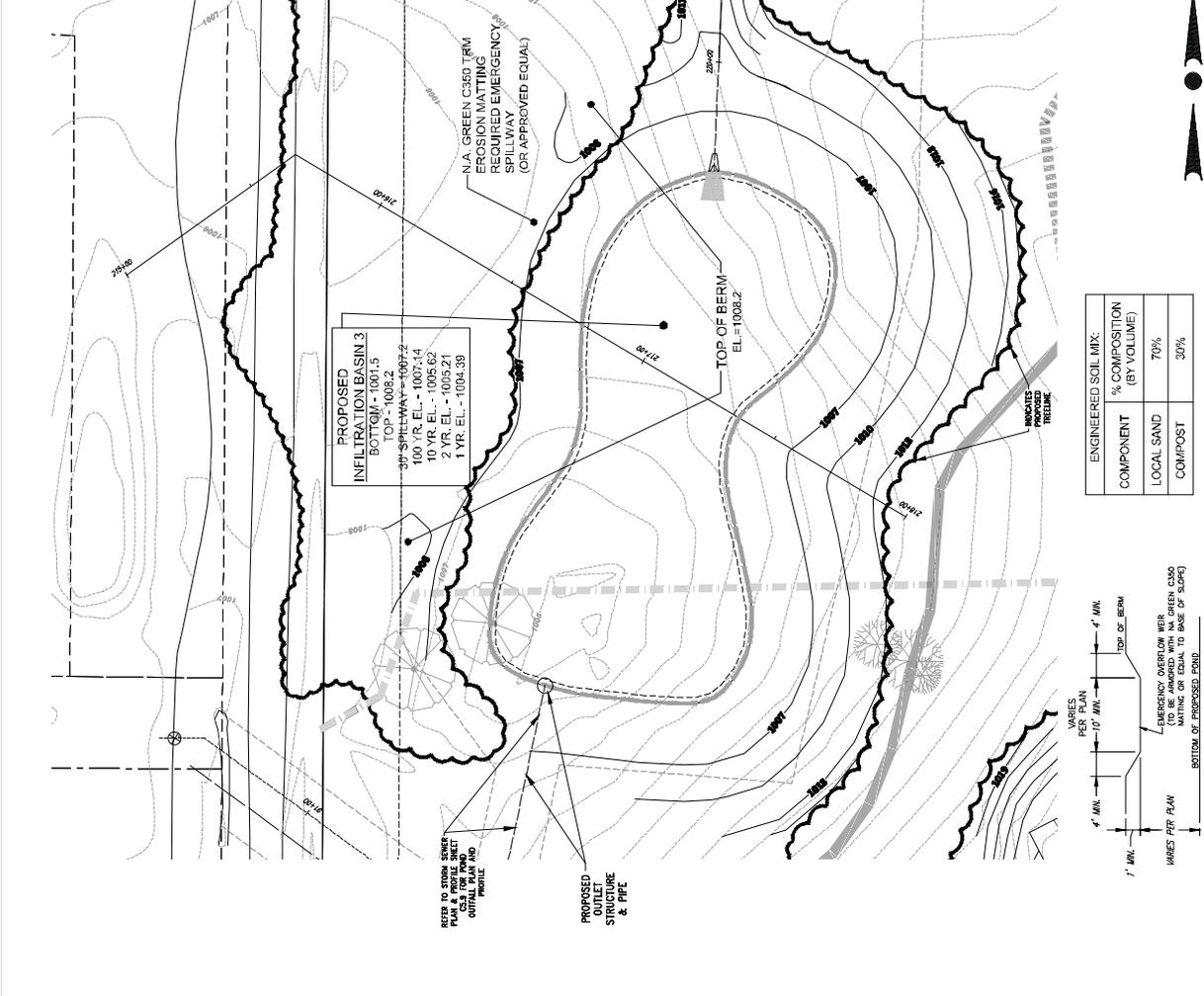
CONTRACTOR IS REQUIRED TO CONTACT BROWN ENGINEERING, INC. FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE, SECTION 19.03, REQUIRES THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

CALL ENGINEER HOTLINE 1-800-243-8831

- INfiltration BASIN CONSTRUCTION NOTES**
1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK.
 2. DURING CONSTRUCTION OF PERMANENT INFILTRATION BASIN, THE INFILTRATION BASIN BOTTOM SHALL BE CORRODED OFF OR DAMAGED DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
 3. STORMWATER INFILTRATION SHALL BE DESIGNED TO EXPOSE SANDY SOILS SUITABLE FOR PLANT GROWTH.
 - 3.1. A POST CONSTRUCTION INFILTRATION TEST IS REQUIRED FOR EACH INFILTRATION BASIN, WITH RESULTS SUPPLIED IF FOUNDED WATER IS PRESENT.
 4. BASIN CONSTRUCTION SHALL BE SUSPENDED IN PERIODS OF RAINFALL AND SNOWMELT AND SHALL REMAIN UNOCCUPIED UNTIL THE FOLLOWING CONSTRUCTION SEASON ONCE THE TREATMENT AREA IS STABILIZED.
 5. DURING CONSTRUCTION, INFILTRATION BASIN MAY REQUIRE PERIODIC REMOVAL OF SEDIMENT ACCUMULATED IN THE BASIN.
 6. FROM BASIN BOTTOMS SHALL BE PLACED IN AN AREA UPLOUSE OF A MET FORECAST.
 7. ACCUMULATION IN AREAS CLOSEST TO THE MET FORECAST SHALL BE REMOVED.
 8. REFER TO THE STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION MAINTENANCE ACTIVITIES, INCLUDING MAINTENANCE OF THE INFILTRATION BASIN.



INfiltration BASIN 3 OUTLET STRUCTURE
NOT TO SCALE



PROPOSED INFILTRATION BASIN 3
BOTTOM = 1001.5
TOP = 1008.2
3' WIDE SPILLWAY = 1007.2
100 YR. EL. = 1007.4
10 YR. EL. = 1006.62
2 YR. EL. = 1005.21
1 YR. EL. = 1004.39

PROPOSED STORM SEWER STRUCTURE
REFERS TO STORM SEWER PROFILES FOR ROAD AND DRIVEWAY

PROPOSED INFILTRATION STRUCTURE
FOR PIPE AND PIPES

TOP OF BERM
EL. = 1008.2

INDICATES PROPOSED TRAIL

EMERGENCY OVERFLOW WEIR
(TO BE ARMORED WITH N.A. GREEN C350 MATTING OR EQUAL TO BASE OF SLOPE)

ENGINEERED SOIL MIX:

COMPONENT	% COMPOSITION (BY VOLUME)
LOCAL SAND	70%
COMPOST	30%

TWO-PIECE ANTI-SLEEP COLLAR NOTES:

- ANTI-SLEEP COLLARS SHALL BE 1" ANTI-SLEEP COLLARS WITH ANTI-SLEEP COLLAR FOR PIPE. DIMENSIONS SHALL BE AS NOTED ON THE DETAIL.
- INSTALL ANTI-SLEEP COLLARS PER MANUFACTURER SPECIFICATIONS.

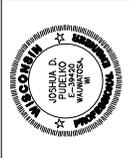
TYPICAL EMERGENCY OVERFLOW WEIR DETAIL
NOT TO SCALE
AS NOTED ON THE DETAIL
BOTTOM OF ROAD SHALL BE PER PLAN

DATE: FEBRUARY 28, 2018
JOB NUMBER: 7008
DESCRIPTION: INFILTRATION BASIN 3 PLAN & DETAIL

REVISION HISTORY

DATE	DESCRIPTION
02/27/18	PRELIMINARY SUBMITTAL
02/27/18	FIELD STUDY

PROJECT: THE GLEN AT OVERLOOK TRAILS
BY: NEWMAN DEVELOPMENTS, INC.
STAGE: FAMILY CONDOMINIUM DEVELOPMENT
LOCATION: VILLAGE OF HAYLAND, WISCONSIN
PERMITS: W182028 PALM COURT, SUITE 100
PERMITS: W182028 PALM COURT, SUITE 100



PROJECT: THE GLEN AT OVERLOOK TRAILS
BY: NEWMAN DEVELOPMENTS, INC.
STAGE: FAMILY CONDOMINIUM DEVELOPMENT
LOCATION: VILLAGE OF HAYLAND, WISCONSIN
PERMITS: W182028 PALM COURT, SUITE 100
PERMITS: W182028 PALM COURT, SUITE 100

DATE: FEBRUARY 28, 2018
JOB NUMBER: 7008
DESCRIPTION: INFILTRATION BASIN 3 PLAN & DETAIL

REVISION HISTORY

DATE	DESCRIPTION
02/27/18	PRELIMINARY SUBMITTAL
02/27/18	FIELD STUDY

SCALE: 1" = 20' (2'x30')

SHEET: C2.5



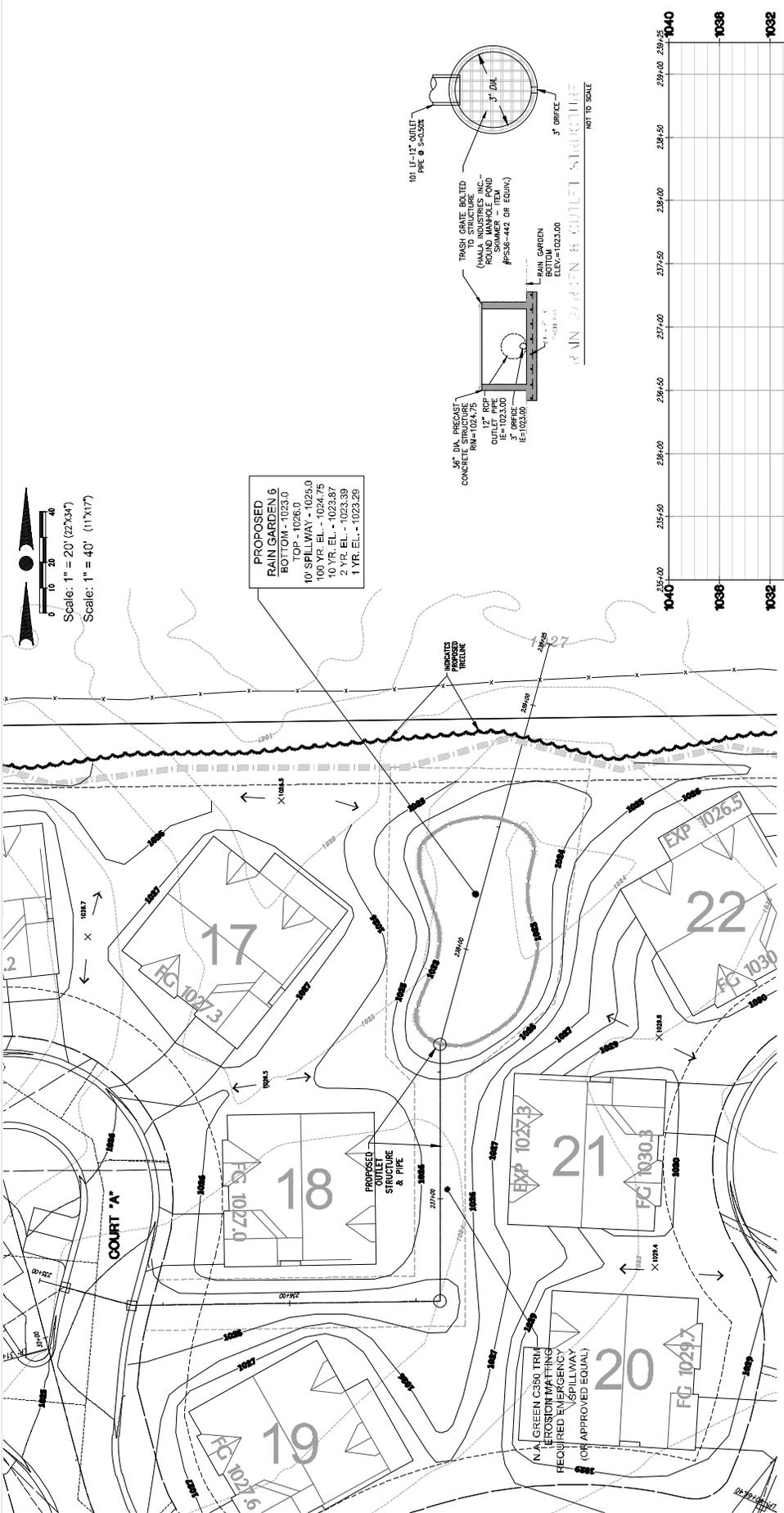
PROJECT: THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HAYLAND, WISCONSIN
 BY: NEMANN DEVELOPMENTS, INC.
 12754028 PAUL COURT, SUITE 100
 PEWaukee, WI 53072

REVISION HISTORY	DATE	DESCRIPTION
02/28/20	PRELIMINARY SUBMITTAL	
03/07/20	FIELD STUDIES	
03/07/20	CONDO BUILDING	
03/08/20	CIVIL SUBMITTAL	

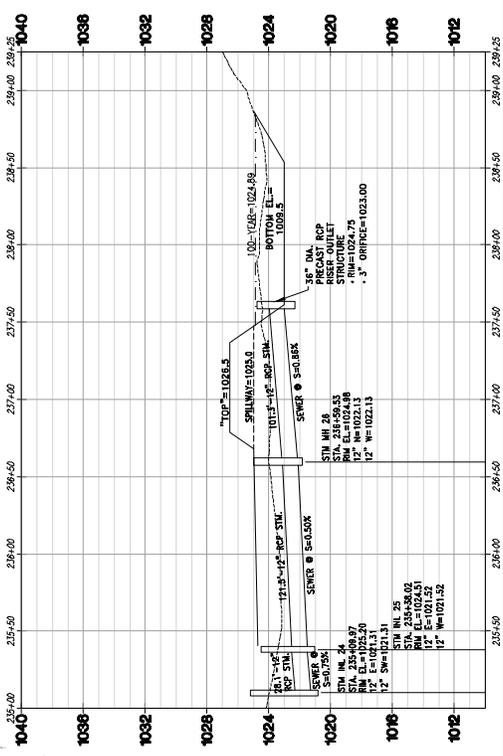
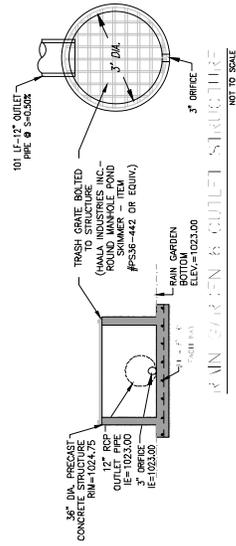
DATE: FEBRUARY 28, 2019
JOB NUMBER: 17008

DESCRIPTION:
 RAIN GARDEN 6
 PLAN & DETAIL

SHEET
C2.8



PROPOSED RAIN GARDEN 6
 BOTTOM EL. = 1023.00
 TOP EL. = 1026.00
 10' SPILLWAY - 1025.00
 100 YR. EL. - 1024.75
 10 YR. EL. - 1023.87
 2 YR. EL. - 1023.39
 1 YR. EL. - 1023.29



ENGINEERED SOIL MIX	
COMPONENT	% COMPOSITION (BY VOLUME)
LOCAL SAND	70%
COMPOST	30%

NOTES:
 1. UNLESS INDICATED OTHERWISE, ALL COLLARS SHALL BE 1/4" POLYETHYLENE SHEETS WITH ANTI-SEEP COLLARS SHALL BE AS NOTED ON THE DETAIL.
 2. LOCAL, ANTI-SEEP COLLARS PER MANUFACTURER'S SPECIFICATIONS.

CONTRACTOR IS REQUIRED TO CONTACT UNDERGROUND UTILITY RECORDS TO VERIFY THE LOCATION OF ALL UTILITIES BEFORE ANY EXCAVATION OR CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.





PROJECT:
THE GLEN AT OVERLOOK TRAILS
VILLAGE OF HAYLAND, WISCONSIN
BY: NEMANN DEVELOPMENTS, INC.
12742428 PALM COURT, SUITE 100
PEWaukee, WI 53072

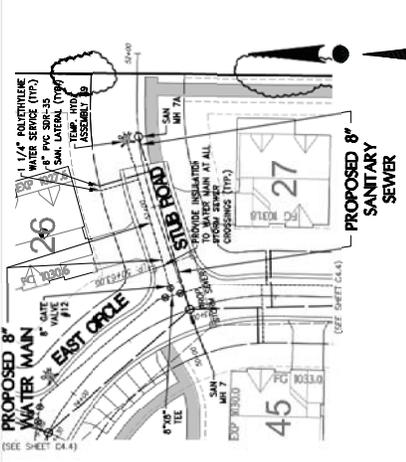
REVISION HISTORY	DATE	DESCRIPTION
10/27/19	10/27/19	PRELIMINARY SUBMITTAL
11/06/19	11/06/19	FIELD STUDIES
12/07/19	12/07/19	FIELD STUDIES
02/28/20	02/28/20	FINAL SUBMITTAL

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17008

DESCRIPTION:
SANITARY SEWER & WATER MAIN PLAN & PROFILE

SHEET
C4.2



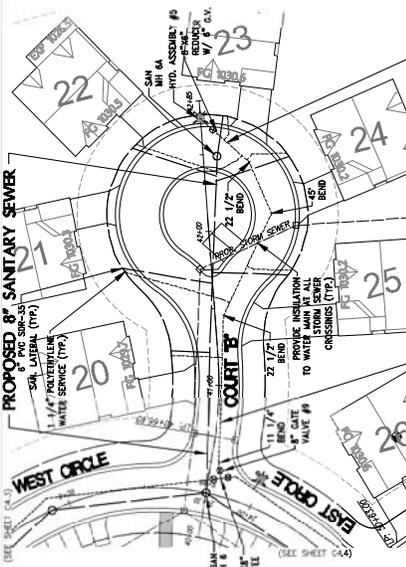
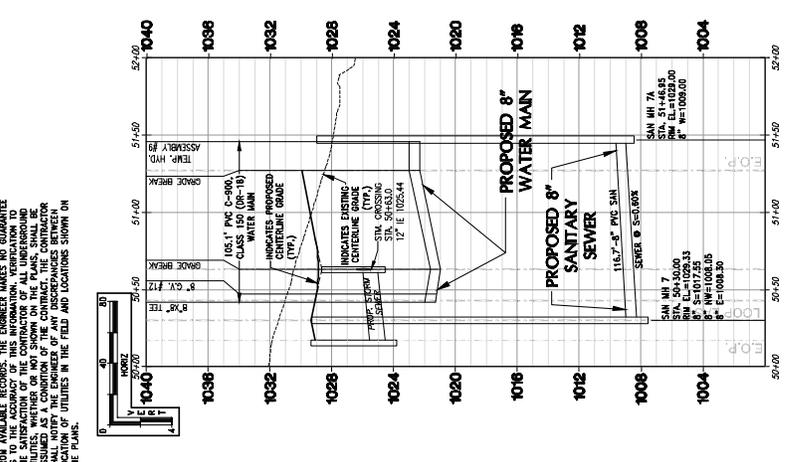
PROPOSED 8" SANITARY SEWER
PROPOSED 8" WATER MAIN

CONTRACTOR IS REQUIRED TO CONTACT DISCRETS BEFORE ANY WORK BEGINS TO DETERMINE THE LOCATION OF EXISTING UTILITIES. DISCRETS SHOULD BE OBTAINED AT LEAST 3 WORK DAYS BEFORE YOU BEGIN WORK. WISCONSIN STATUTE 19.27(15) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU DISCRETS.

CALL DISCRETS INCLUDING 1-800-848-6861

EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM DISCRETS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO BE MADE BY THE CONTRACTOR. ALL UNDERGROUND UTILITIES SHOWN ARE ASSUMED TO BE AS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

SCALE: 1" = 40' (22'x34')
 SCALE: 1" = 80' (11'x17')



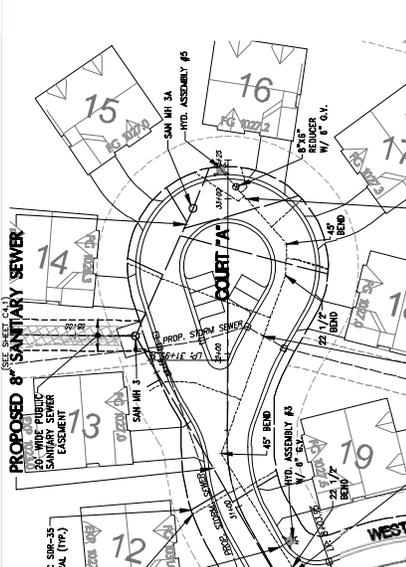
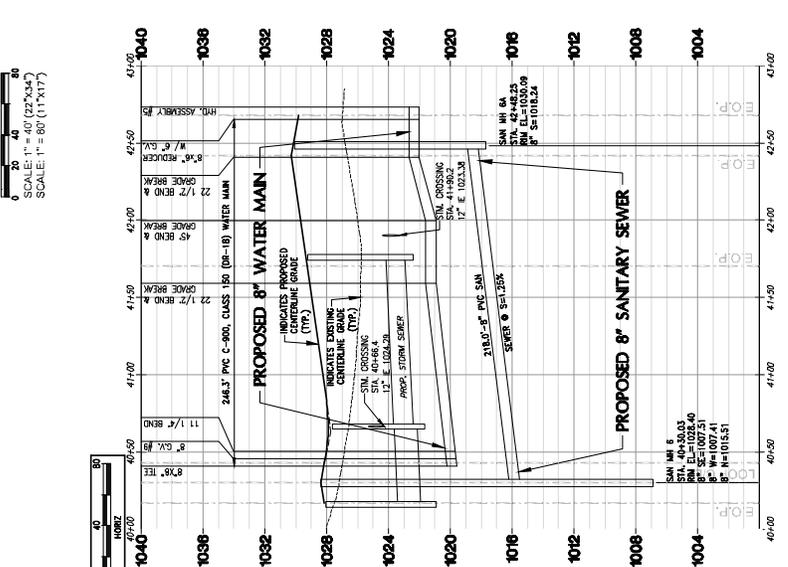
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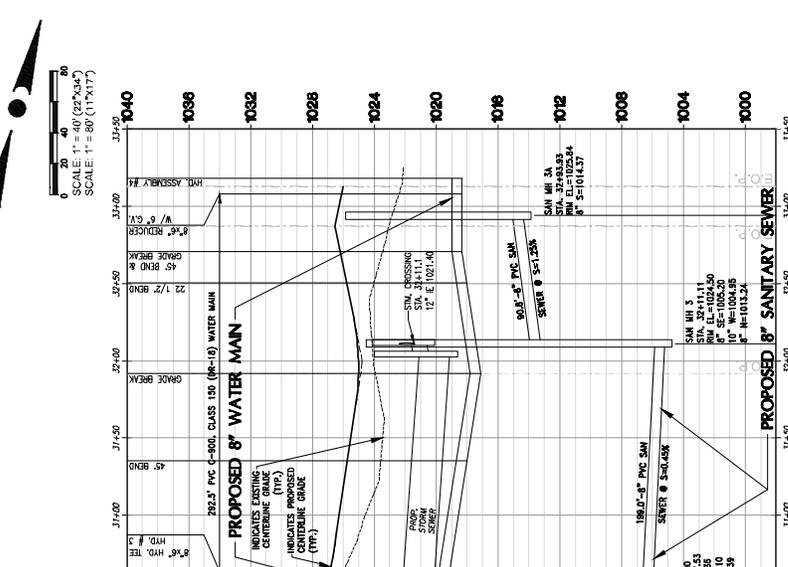
PROPOSED 8" SANITARY SEWER
PROPOSED 8" WATER MAIN

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SCALE: 1" = 40' (22'x34')
 SCALE: 1" = 80' (11'x17')





PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HAYLAND, WISCONSIN
 BY: NEWMAN DEVELOPMENTS, INC.
 15240 WEST WISCONSIN AVENUE, SUITE 100
 LEWISVILLE, WI 53022

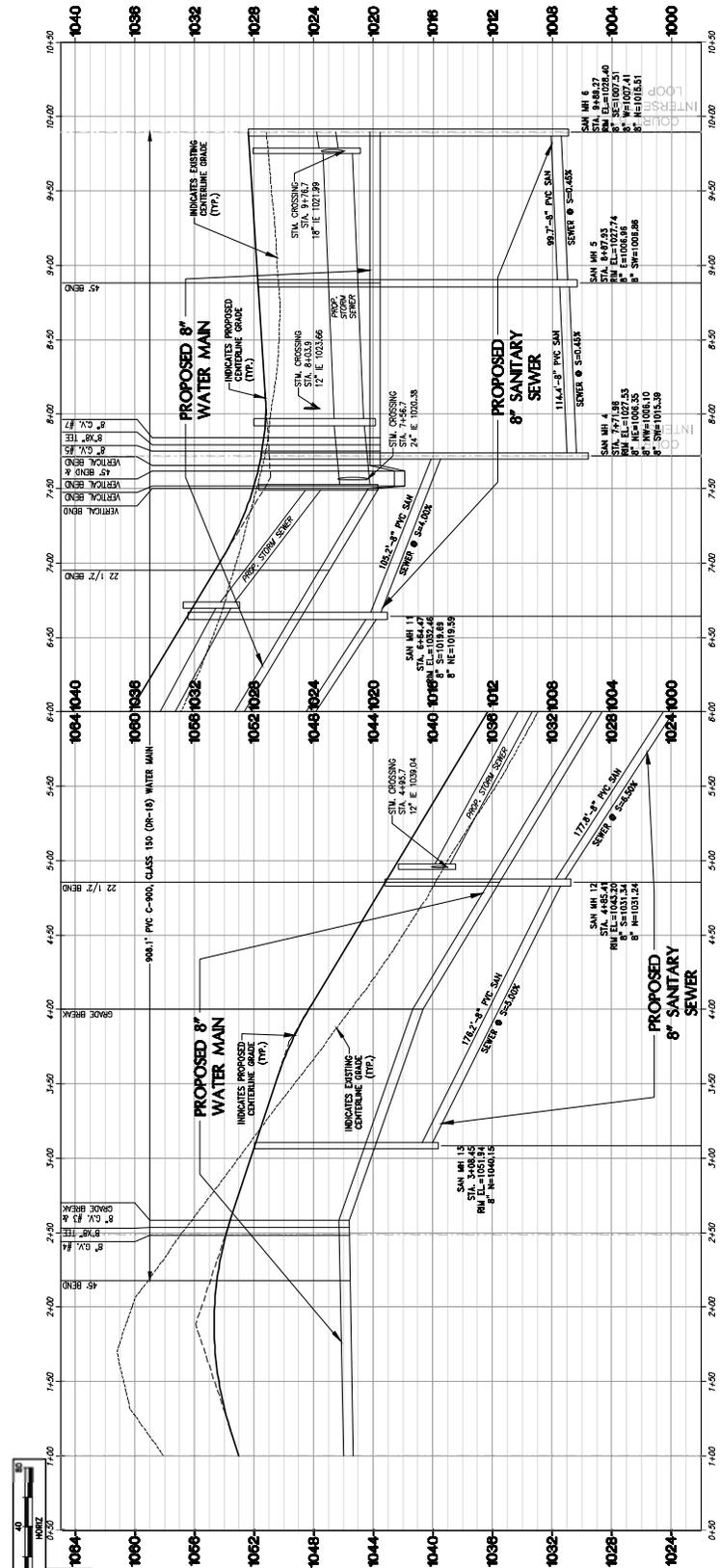
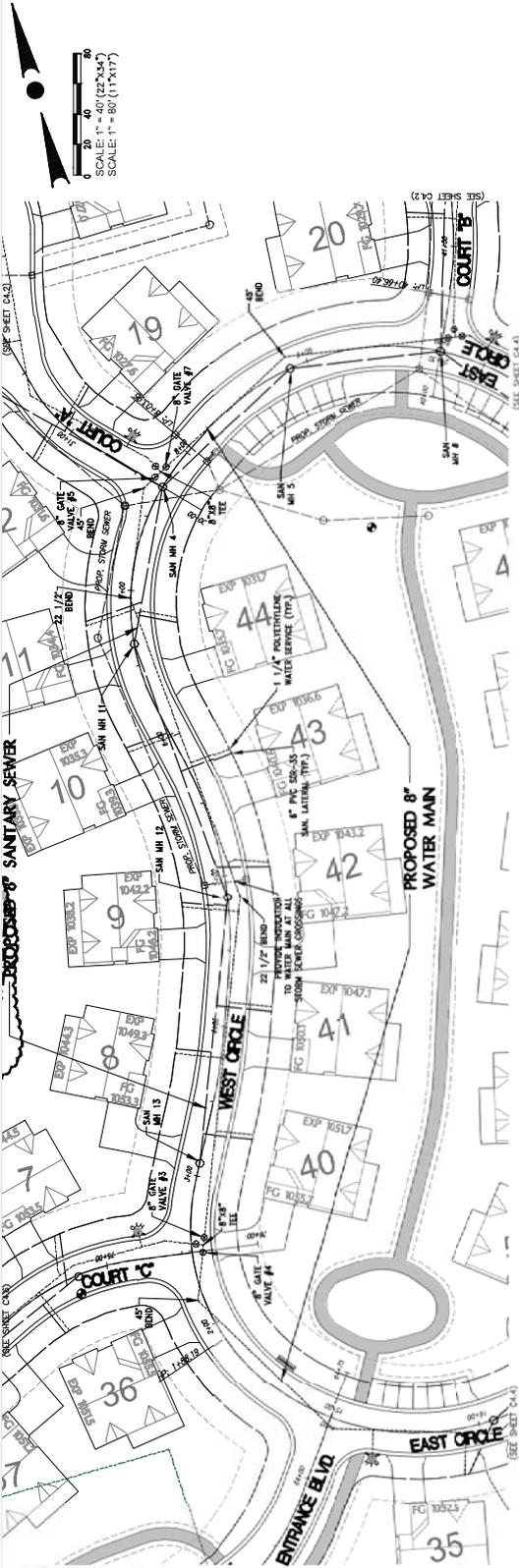
REVISION HISTORY	DATE	DESCRIPTION
02/27/19	PRELIMINARY SUBMITTAL	
10/04/18	FIELD STUDY	
10/27/18	FIELD STUDY	
10/27/18	CONDO BUILDING	
02/28/19	FINAL SUBMITTAL	

DATE:
 FEBRUARY 28, 2019

JOB NUMBER:
 17008

DESCRIPTION:
 SANITARY SEWER
 & WATER MAIN
 PLAN & PROFILE

SHEET
C4.3



CONTRACTOR IS REQUIRED TO CONTACT UTILITIES TO OBTAIN LOCATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO COMMENCING THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCING THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCING THE WORK.

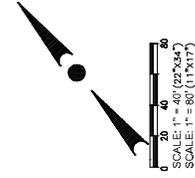
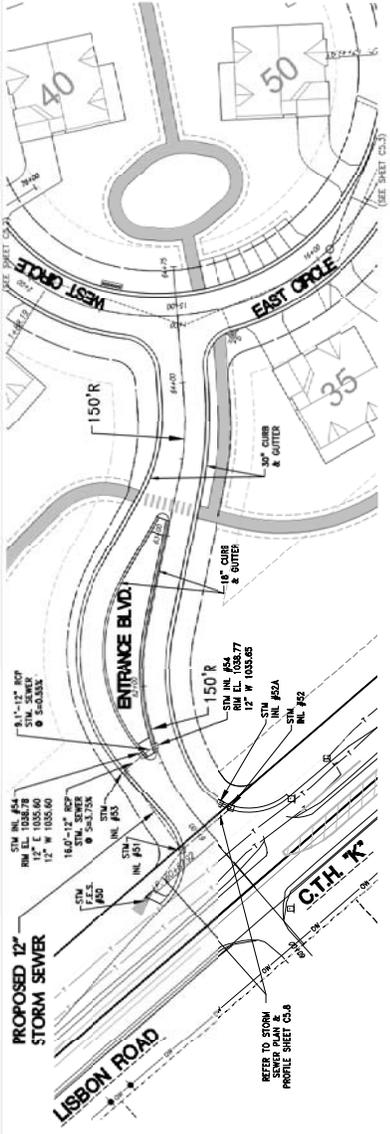
CALL DIGGING HOTLINE 1-800-488-8811

EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO COMMENCING THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCING THE WORK.

CONTRACTOR IS REQUIRED TO CONTACT PROCESSOR TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTICES OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

CALL ENGINEERING DIVISION 3-800-848-8811

EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.



PROJECT:
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
 BY: NEWMAN DEVELOPMENTS, INC.
 PENNAWIS, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
04/27/19	PRELIMINARY SUBMITTAL
10/09/18	FIELD STUDY
10/27/18	FIELD STUDY
04/07/19	CONDO BUILDING
02/28/19	CON. SUBMITTAL

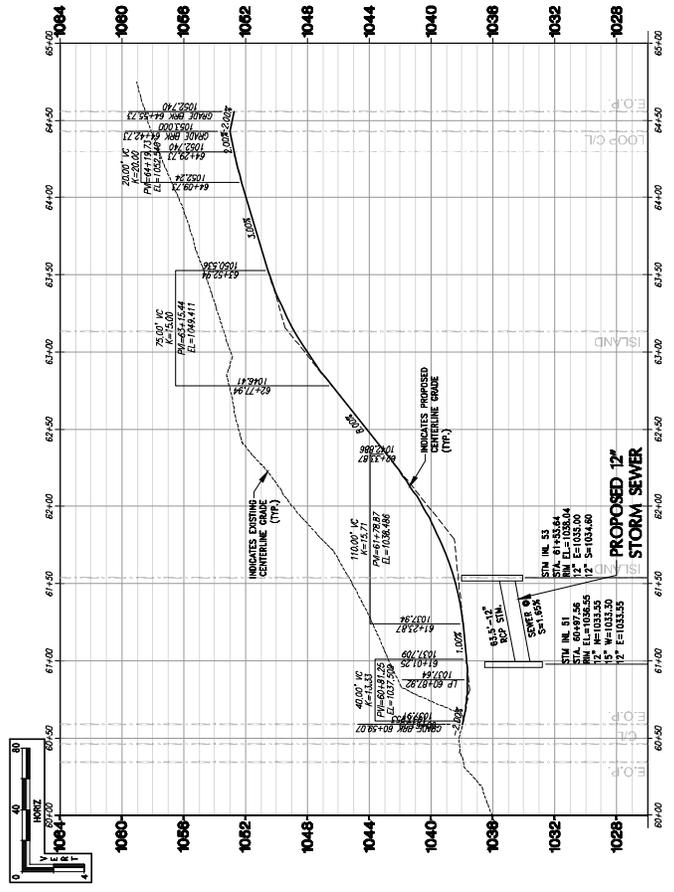
DATE: FEBRUARY 28, 2019

JOB NUMBER: 17008

DESCRIPTION:
 ROADWAY &
 STORM SEWER
 PLAN & PROFILE

SHEET

C5.1

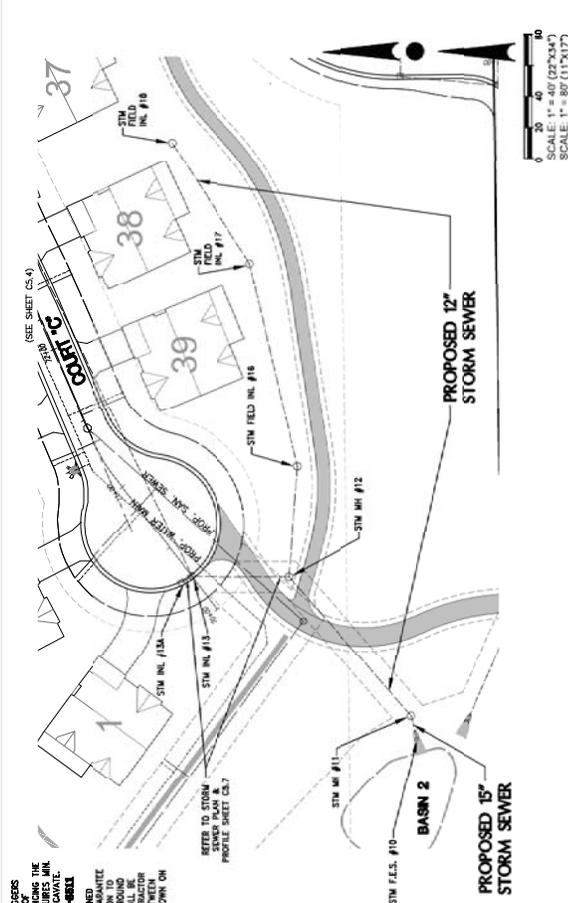




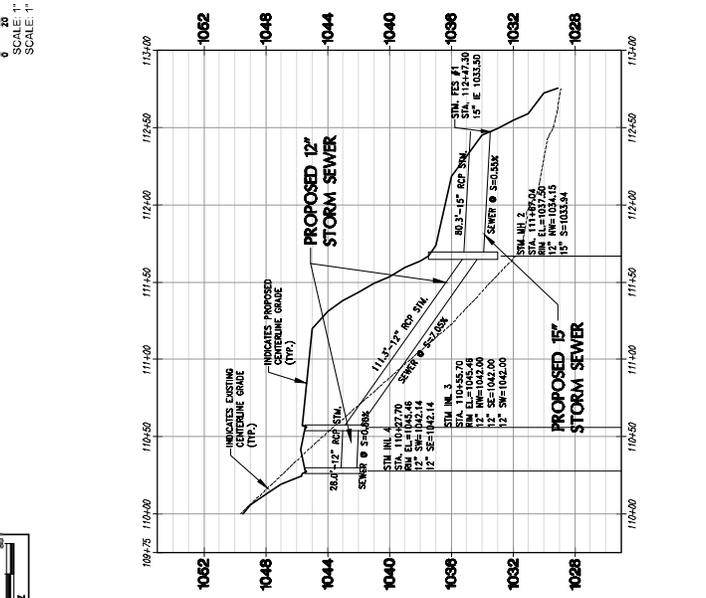
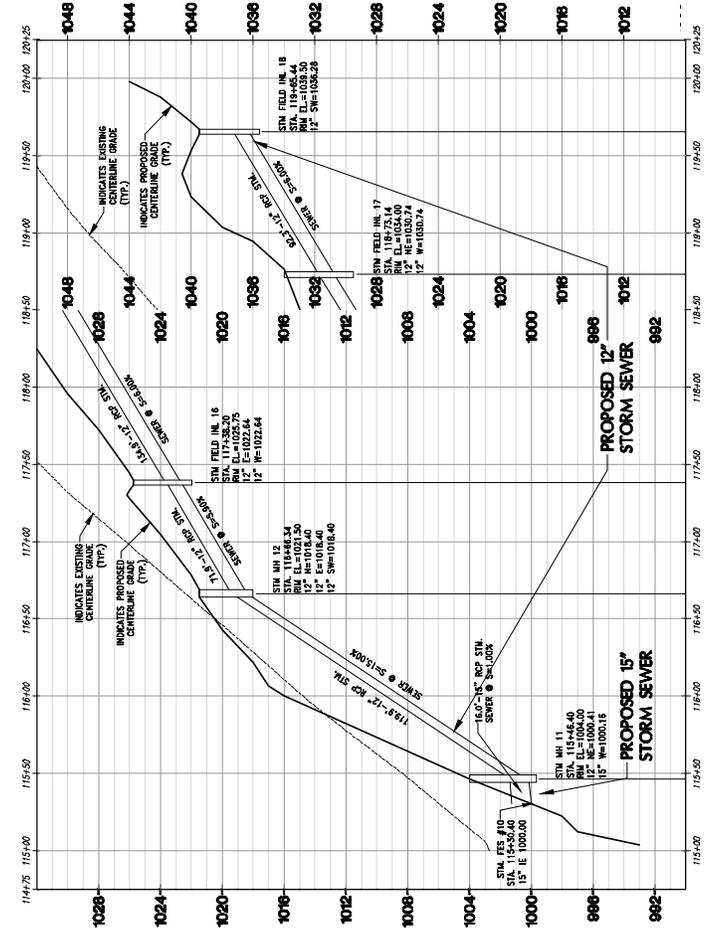
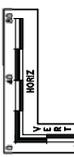
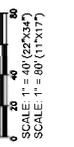
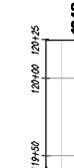
PROJECT: THE GLEN AT OVERLOOK TRAILS
BY: NEWMAN DEVELOPMENTS, INC.
 1500 W. WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WI 53233
DATE: 02/27/19
REVISION HISTORY:
 02/27/19 PRELIMINARY SUBMITTAL
 03/07/19 FIELD STUDY
 04/07/19 CONDO BUILDING
 02/28/19 CIVIL SUBMITTAL

DATE: FEBRUARY 28, 2019
JOB NUMBER: 17008
DESCRIPTION: STORM SEWER PLAN & PROFILE

SHEET
C5.6



CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITIES TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITIES AT LEAST 3 WORK DAYS BEFORE YOU EXCAVATE. CALL ENGINEER HOTLINE 1-800-343-8811. EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO COMMITTEE TO THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.



LANDSCAPE PLAN THE GLEN AT OVERLOOK TRAILS VILLAGE OF HARTLAND WAUKESHA COUNTY, WISCONSIN



GARLAND ALLIANCE
LANDSCAPE ARCHITECTS



5707 6th Ave.
Kenosha/WI 53140
(414) 888-1641 | garlandalliance@gmail.com

SHEET INDEX
L1.0 PROJECT TITLE
L1.1 OVERALL PLAN
L1.2 PLANTING DETAILS
L1.3 PLANT SCHEDULE



NOT TO SCALE

SHEET
L1.0
FEBRUARY 24, 2019

Storm Water Management Practice
Maintenance Agreement

THIS AGREEMENT is made and executed this _____ day of _____, 2019, by and between the Village of Hartland, a Wisconsin municipal corporation (“Village”) and Overlook Trails, LLC (“Owner”).

Whereas, the Owner owns the land described in the attached Exhibit A (the “Property”); and

Whereas, the Owner and the Village wish to set forth certain storm water facilities and maintenance obligations to document the obligations of the Owner; and

Whereas, to assure appropriate and necessary maintenance of the storm water management facilities and system, it is necessary that a maintenance plan and agreement be prepared and that this Agreement, which sets forth that maintenance plan and agreement, be recorded in the office of the Register of Deeds for Waukesha County; and

Whereas, the Owner has agreed to the requirements of this Storm Water Management Facility Maintenance Agreement; and

Whereas, the restrictions set forth in this Agreement are to run with the Property and perpetually bind the Owner and all of its heirs, successors and assigns.

Now, therefore, the undersigned Owner, as fee owner of all affected lands, hereby executes this Agreement imposing the following restrictions on the Property:

1. The real estate to which this Agreement applies is the Property described on Exhibit A attached hereto.
2. The Owner agrees to construct storm water management facilities in accordance with the plans and specifications set forth in Exhibit B attached and/or referenced hereto.
3. The Owner hereby subjects the Property to the minimum storm water practice maintenance requirements set forth on Exhibit C attached hereto, which restrictions and requirements are to run with the land and are to bind Owner and all its heirs, successors and assigns of Owner.
4. The storm water facilities shown on Exhibit B shall be constructed according to the grading elevations shown on Exhibit B attached and/or referenced hereto.
5. The Owner and the respective heirs, successors and assigns of Owner as owners of the Property shall be solely responsible for the perpetual maintenance, upkeep and repair of the storm water management facilities in accordance with the requirements set forth in Exhibit C attached hereto.

Name and Return Address

Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

HAV

Parcel Identification Number(s) – (PIN)

6. Upon notification to the owner of the Property by the Village of maintenance failures that require correction due to an adverse effect on the Property or the public health, safety or welfare, the then-current Owner shall take the specified corrective action within a reasonable time frame as set forth by the Village.
7. The Village is authorized, but not required, to perform the corrective actions identified in the notice if the owner does not make the required corrections within the specified time. All costs and administrative fees charged to the Owner in accordance with this section may be placed upon the tax rolls by the Village as a special charge in accordance with the Wisconsin Statutes, including Wis. Stat. section 66.0627, as amended from time to time.
8. The Owner shall be responsible for maintenance of the storm water management facilities pursuant to the requirements of Exhibit C attached hereto. Maintenance shall be undertaken consistent with the maintenance requirements of Exhibit C unless more stringent requirements have been enacted by the Village or a State Agency from time to time. The Village is authorized to access the Property to conduct inspections of storm water management facilities as necessary to determine that the facilities are being maintained and operated in accordance with this Agreement. The Owner, as needed (but not less than on an annual basis), shall provide maintenance of each storm water management measure including, but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural storm water management facilities, and sediment removal. Upon notice to the Owner by the Village of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable time frame as set by the Village.
9. In the event that maintenance of the storm water management facilities is not undertaken by the Owner, the Village may perform maintenance work on the storm water management facilities if such a failure to maintain:
 - a. Has a material adverse effect on public or private property, or
 - b. Endangers the public health, safety or welfare; provided, however, that before the Village shall have the right to perform any such maintenance pursuant to this section (except in the case of an emergency situation determined by the Village DPW Director), the Village shall provide the Owner with written notice stating what specific maintenance activities the Village deems to be required with respect to the storm water management facilities. The Owner shall have ten (10) calendar days after the date of such written notice to perform such maintenance activities, provided that said 10 days may be extended by the Village if the Owner has commenced required maintenance work within the 10 days and is diligently proceeding to complete the same. In the case of an emergency situation, as determined in the sole discretion of the DPW Director, no notice shall be required prior to the Village performing emergency maintenance and/or repa

10. The Village shall have unrestricted access to the Property for purposes of inspection for compliance and for repairs and corrective action.
11. The cost of all the inspections or maintenance undertaken by the Village pursuant to the above paragraphs shall be assessed against the Owner in accordance with the provisions of section 66.0627 of the Wisconsin Statutes, as amended from time to time. It is expressly understood and acknowledged that such costs shall be deemed a Special Charge for current services and may be levied in accordance with the provisions of section 66.0627 of the Wisconsin Statutes, as amended from time to time. Any such assessment that is not paid within sixty (60) calendar days after billing shall be deemed a delinquent Special Charge and shall become a lien upon the parcels against which such Charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcel(s) for which payment has not been received by the Village and all proceedings in relation to the collection, return and the sale of the property for delinquent real estate taxes shall apply to such Special Charge.
12. Owner may, at any time and in its sole discretion, relocate any or all of the storm water management facilities described in this Agreement to another portion of the Property provided that any such relocated storm water management facilities shall remain subject to this agreement.
13. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Wisconsin applicable to contracts made to be performed in Wisconsin.
14. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Owner has executed this Agreement on the _____ day of _____, 2015.

By: _____

STATE OF WISCONSIN)
)ss.

COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2015, the above-named _____

_____, to me known to be the _____ of Overlook Trails LLC, (“Owner”), who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public, State of Wisconsin

My commission expires: _____

Exhibit A

Project Identifier: The Glen at Overlook Trails
Tax Key No.: HAV

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 Village of Hartland, 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.

Exhibit A (continued)

Preliminary Plat: The property is being subdivided via a Condominium Plat entitled "The Glen at Overlook Trails" dated _____ and approved by the State Department of Administration on _____. A reduced size copy of the final plat layout is shown in the following:

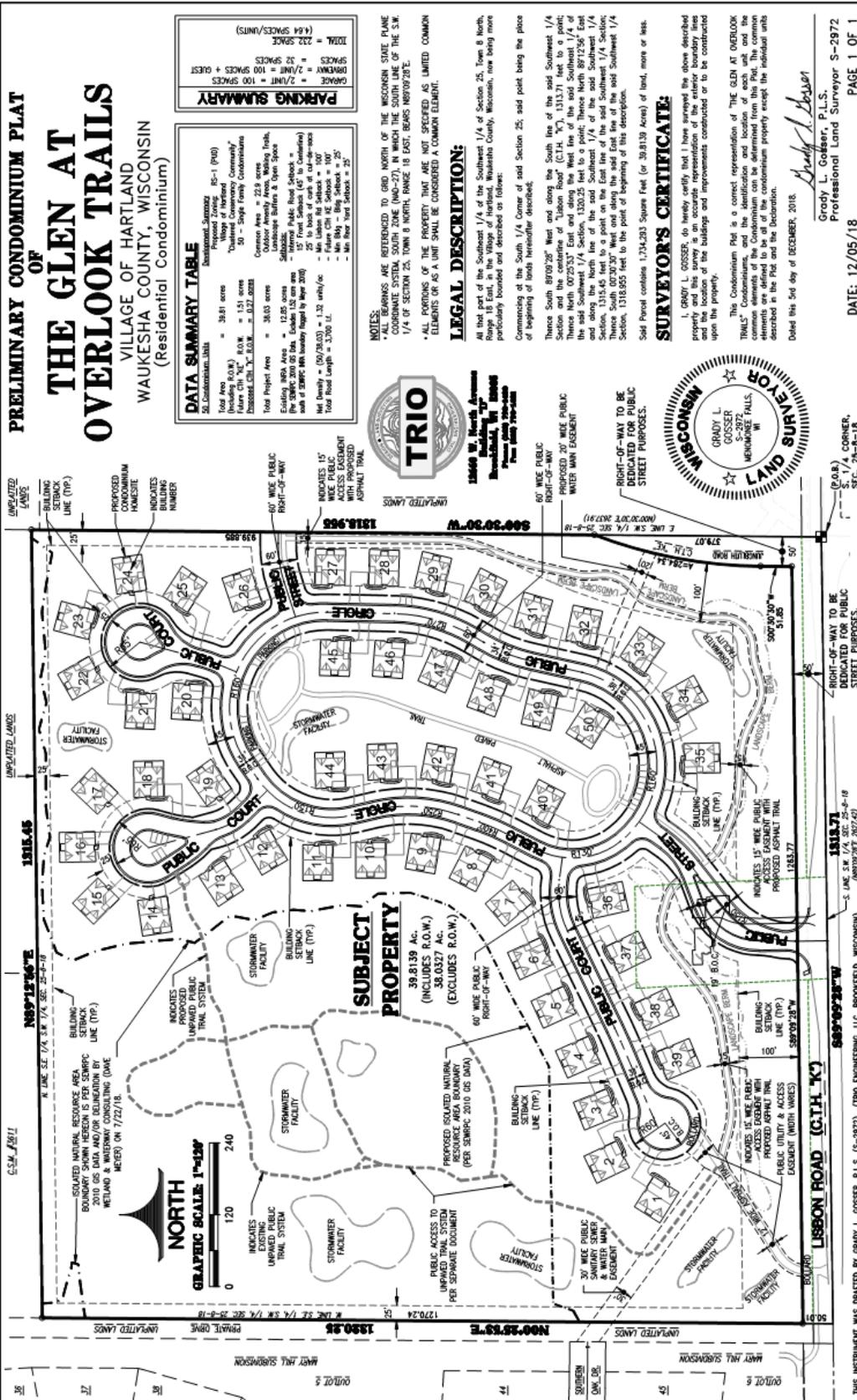


EXHIBIT B
Storm Water Facilities

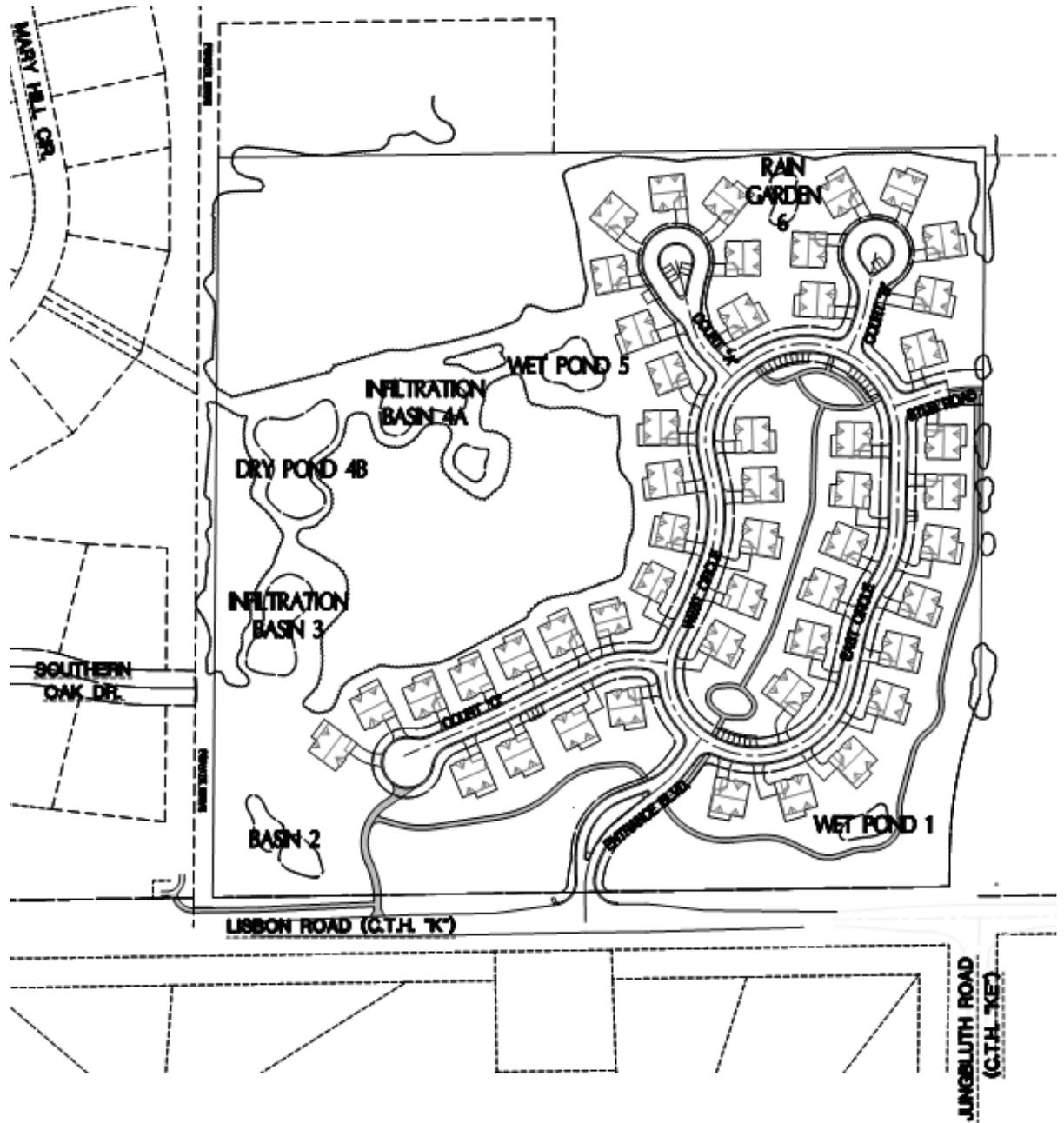


EXHIBIT C

Minimum Storm Water Practice Maintenance Requirements

This Exhibit prescribes the minimum maintenance requirements for the development to remain compliant with this Agreement. The maintenance activities listed below are provided to ensure storm water practices continue to serve their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice caused by lack of maintenance will subject the responsible party to enforcement of the provisions of this Agreement by the Village of Hartland, together with such other remedies as may be available at law.

Overall Description. The Glen at Overlook Trails is a proposed 50 single-family condominium unit residential subdivision along a public street system that meanders through the existing open field. The layout of the condominium units and street was intentional and designed to maximize the amount of wooded area that can be preserved through this development. The development area draining west includes wet ponds, dry ponds, infiltration basins and rain gardens in a series serving as a treatment train for the primary means of storm water management. A wet pond is proposed in the southeast perimeter to provide storm water control for adjacent roof, yard and road runoff draining east.

Description of Storm Water Management Practices. The following describes the primary storm water management practices utilized by this development:

Wet Pond 1 Summary

Wet Pond 1 is located in the southwest corner of the development. This pond receives inflow from area P-1. Pond 1 discharges via a riser structure toward the eastern Lisbon Road ditch.

The outfall structure is a 3' diameter RCP riser with a 2" low flow orifice, and a 12" diameter outfall pipe. The emergency overflow spillway is in the northeast corner of the pond and overflows east toward the Lisbon Road ditch.

The following describes this wet pond:

- "Top" of Berm = 1035.0
- Overflow = 1034.5
- Wet Pond Normal Water = 1031.0
- Wet Pond Bottom = 1026.0
- 2" orifice= 1031.0
- Top of Riser Structure = 1033.75
- 100-yr W.S.E.=1034.37
- 10-yr W.S.E.=1033.84
- 2-yr W.S.E.=1033.13
- 1-yr W.S.E.=1032.79

Basin 2 Summary

Basin 2 is located in the southwest corner of the site, south of the western cul-de-sac. Inflow to Basin 2 comes from area P-2. Pond 2 discharges via a riser structure to the Lisbon Road ditch.

The contributing roadway runoff is discharged to the Wet Forebay before passing through stone weepers to the Infiltration Basin to provide water quality control

The outfall structure is a 3' diameter RCP riser with a 3" low flow orifice set 0.25' above the infiltration basin bottom (to promote infiltration), and a 12" diameter outfall pipe. The emergency overflow spillway is on the southwest side of the pond and overflows toward the Lisbon Road ditch.

The following describes this basin area:

- Top of Berm = 1003.0
- Overflow = 1002.0
- Wet forebay Normal water level = 998.0
- Wet forebay bottom = 993.0
- Wet forebay spillway = 999.5
- Infiltration basin bottom = 997.5
- 3" orifice = 998.0
- Top of Riser Structure = 999.75
- 100-yr W.S.E.=1001.98
- 10-yr W.S.E.=1000.15
- 2-yr W.S.E.=999.71
- 1-yr W.S.E.=999.36

Infiltration Basin 3 Summary

Infiltration Basin 3 is located in the southwest corner of the existing woods. Infiltration Basin 3 receives inflow from Pond 4 discharge and drainage area P-3.

The outfall structure is a 4' diameter RCP riser with a 4" low flow orifice set 0.25' above the basin bottom (to provide for infiltration), and a 24" diameter outfall pipe. As this pond is located in the woods, riser structure has been set just above the 2-year elevation to limit the chance of overflow from blockage due to leaves. The emergency overflow spillway is on the west side of the pond and overflows to the Mary Hill Park outlot and ultimately toward Lisbon Road ditch.

The following describes Infiltration Basin 3:

- Top of Berm = 1008.2
- Overflow = 1007.2
- Infiltration Basin Bottom = 1001.5
- 4" orifice = 1001.75
- Top of Riser Structure = 1005.2

- 100-yr W.S.E.=1007.14
- 10-yr W.S.E.=1005.62
- 2-yr W.S.E.=1005.21
- 1-yr W.S.E.=1004.39

Dry Pond 4B & Infiltration Basin 4A Summary

Dry Pond 4B & Infiltration Basin 4A is a large pond area located in the center of the existing woods. These ponds are interconnected, with the two eastern basin areas serving as infiltration basins and the east area being a dry pond with a cobble swale sloping at 0.5% toward the outlet structure. Infiltration Basin 4A receives inflow from area P-4A, as well as discharge from Pond 5. Dry Pond 4B receives inflow from Infiltration Basin 4A, as well as drainage area P-4B.

Infiltration Basin 4A has an 18" equalizer pipe connecting the two infiltration areas. The infiltration basin area is discharged via two (2) 24" RCP outlet pipes. The outfall structure for Dry Pond 4B is a 4' diameter RCP riser with a 90-degree V-notch weir, a 6" orifice set at the dry pond area's bottom elevation and a 27" diameter outfall pipe. As this pond is located in the woods, the V-notch weir in the riser structure has been used to limit the chance of blockage due to leaves. The overflow spillway for the infiltration basin areas is utilized in the 100-year storm event and overflows toward the dry pond portion of the system. The ultimate emergency overflow spillway is located on the southern end of the dry pond area and overflows to Pond 3.

The following describes Infiltration Basin 4A:

- Top of Berm = 1013.0
- Overflow = 1012.0
- Infiltration Basin Bottom = 1009.0
- (2) 24" outlet pipes = 1009.0
- 100-yr W.S.E.=1012.30
- 10-yr W.S.E.=1011.18
- 2-yr W.S.E.=1010.07
- 1-yr W.S.E.=1009.85

The following describes Dry Pond 4B:

- Top of Berm = 1012.0
- Overflow = 1011.0
- Dry Pond Bottom = 1007.5-1008.7
- 6" orifice = 1007.5
- 90-degree V-notch weir = 1008.5
- Top of Riser Structure = 1009.75
- 100-yr W.S.E.=1010.95
- 10-yr W.S.E.=1010.14
- 2-yr W.S.E.=1009.72
- 1-yr W.S.E.=1009.49

Wet Pond 5 Summary

Wet Pond 5 is located in the middle of the eastern edge of the existing woods and receives inflow from drainage area P-5 and discharge from Rain Garden 6. Pond 5 discharges via a riser structure to Pond 4.

The outfall structure is a 4' diameter RCP riser with a 60 V-notch weir with the crest set at the normal water level and a 24" diameter outfall pipe. As this pond is located in the woods, the V-notch weir in the riser structure has been used to limit the chance of blockage due to leaves. The emergency overflow spillway is on the west side of the pond and overflows to Pond 4

- Top of Berm = 1020.5
- Overflow = 1019.5
- Normal Water Level = 1014.5
- Pond Bottom = 1009.5
- 60-degree V-notch weir = 1014.5
- Top of Riser Structure = 1016.75
- 100-yr W.S.E.=1019.47
- 10-yr W.S.E.=1017.28
- 2-yr W.S.E.=1016.74
- 1-yr W.S.E.=1016.46

Rain Garden 6 Summary

Located along the middle of the northern property line, Rain Garden 6 receives rear-yard and some offsite runoff from drainage area P-6 and discharges to Wet Pond 5, via a riser structure.

The outfall structure is a 3' diameter RCP riser with a 3" low flow orifice and a 12" outlet pipe.

The following describes this rain garden:

- Top of Berm = 1026.0
- Overflow = 1025.0
- 3" low flow orifice = 1023.0
- Top of Riser Structure = 1024.75
- Dry Pond Bottom = 1023.0
- 100-yr W.S.E.=1024.75
- 10-yr W.S.E.=1023.87
- 2-yr W.S.E.=1023.39
- 1-yr W.S.E.=1023.29

Responsibility. The Owner of the property, and their heirs and assigns, shall be the “responsible party” for the routine, ordinary, and long term maintenance of all drainage easements and storm water practices, including, but not limited to those improvements shown on the plans.

Minimum Maintenance Requirements

Wet Detention Ponds

I. ROUTINE MAINTENANCE

A. Mowing

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least three (3) times a year to prevent woody growth and control noxious weeds. Recommended mowing times are April, July and October of each year.
2. The Owner may more frequently mow areas adjacent to the entry drive, typically once every week to two weeks during a normal growing season, for aesthetic and allergy control purposes.
3. Native grasses should be mowed to a height of 6” in mid to late summer or after they have achieved a height of 1-1/2 feet during the first growing season. Further mowing in subsequent growing seasons may not be required.
4. A 6 to 8” mowing every 3 to 4 years, may suffice as a substitute management technique. The mowed area should be raked and performed in the spring.

B. Inspections

1. Inspections of the ponds shall be completed on an annual basis or after significant rainfall events.
2. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.
3. Inspection priorities shall be as follows:
 - a. Inspect the embankments for subsidence, erosion, cracking and tree growth.
 - b. Inspect the condition of the emergency spillway and overland flow path.
 - c. Inspect the pond for accumulation of sediment.
 - d. Inspect the outlet control structure for clogs, debris and material failures.
 - e. Inspect upstream and downstream channels from an erosion perspective.
 - f. Inspect any modifications that may have been done to the ponds following their initial construction.
 - g. Inspect the side slopes of the pond for erosion, slumping, cracking or woody plant materials.
 - h. NO trees are to be planted or allowed to grow on the earthen berms.
4. As-built plans shall accompany the person responsible for the pond inspections.
5. Documentation of the inspections should be completed and filed. Documentation should include as a minimum:
 - a. Inspectors name, affiliation and professional credentials if applicable.
 - b. Date, time and weather conditions.
 - c. Approximate rainfall total over a 24 hour period if applicable.
 - d. Existing embankment, outlet and inlet conveyance systems and vegetation condition.

- e. Sediment depth at the outlet control structure and at a minimum one other location.
 - f. Identification of potential structural failures and repair needs.
 - g. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.
 - h. Repair recommendations.
- C. **LEAF, Debris and Litter Removal.**
- 1. Debris, leaf accumulation and litter removal from the pond surface shall be completed at least once a month.
 - 2. Particular attention should be paid to debris and leaves accumulating around the riser pipe to prevent potential clogging.
- D. Erosion Control.
- 1. The pond side slopes, embankments and emergency spillways may suffer from periodic slumpage and erosion.
 - 2. Corrective measures shall include regrading, filling and revegetation of the eroded or slumping areas.
 - 3. Permanent geosynthetic erosion matting (or rip rap) at the pond outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.
- E. Nuisance Control.
- 1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological control.
 - 2. Maintaining the native grass perimeter will aide in the control of geese.
 - 3. Mechanical controls should be used when feasible.
- II. NON-ROUTINE MAINTENANCE
- A. Structural Repairs and Replacement.
- 1. The outlets of the pond have been constructed utilizing concrete pipe and concrete materials. The estimate life of these structures is 75 to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet.
 - 2. Excessive or chronic drawdowns of the ponds may cause leaks or seepage through the embankments. Excessive drawdowns should be avoided and thus corrective measures for leakage and seepage can be avoided.
- B. Sediment Removal.
- 1. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Annual inspections shall be made to insure that the design depth of the permanent water pool is maintained.
 - 2. It is recommended that the sediment be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.
 - 3. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.
- C. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the Village of Menomonee Falls under the provisions listed within this Agreement.
- III. RESPONSIBLE PARTY & FINANCIAL FUNDING
- A. The responsible party for the operation, inspection and maintenance of the wet ponds shall be the homeowners association of the subdivision.

- B. It is recommended that the homeowners association of the subdivision and their heirs and assigns establish or set aside a perpetual maintenance fund to insure that the ponds are properly inspected, maintained and repaired.

IV. ADDITIONAL CONSIDERATIONS TO IMPROVE POND WATER QUALITY AND REDUCE MAINTENANCE COSTS.

- A. General.
 - 1. Improper disposal of yard wastes will affect the water quality of the wet ponds and may cause clogging of the outlet structure.
 - 2. Improper fertilizer and pesticide application will affect the water quality of the wet ponds and add to algae growth.
 - 3. Excess lawn watering will affect the water quality of the ponds due to increased water runoff that may contain fertilizers and pesticides.
- B. Yard Care.
 - 1. It is recommended to consider routine yard care maintenance that is practical and environmentally sound.
 - 2. Refer to the U.W. Extension's "Rethinking Yard Care" for additional information.
- C. Leaves and Yard Trimmings.
 - 1. It is recommended that leaves and yard trimmings be properly disposed of.
 - 2. Refer to the U.W. Extension's "Managing Leaves and Yard Trimmings" for further information.
- D. Lawn and Garden Fertilizers.
 - 1. It is recommended to control fertilizer applications on lawn and gardens so as not to be detrimental to the water quality of the ponds.
 - 2. Refer to the U.W. Extension's "Lawn and Garden Fertilizers" for further information.
- E. Lawn and Garden Pesticides.
 - 1. Lawn and garden pesticides may pollute surface and ground water.
 - 2. Refer to the U.W. Extension's "Lawn and Garden Pesticides" for further information.
- F. Lawn Watering.
 - 1. Excess lawn watering will wash pollutants into the wet ponds.
 - 2. Refer to the U.W. Extension's "Lawn Watering" for further information.
- G. Lawn Weed Control.
 - 1. Proper turf management will lower the amount of the chemicals that may runoff into the wet ponds during rain events.
 - 2. Refer to the U.W. Extension's "Lawn Weed Control" for further information.

Infiltration Basins

To ensure the proper function of the storm water infiltration basins, the following list of maintenance activities are recommended:

1. A minimum of 70% soil cover made up of native grasses should be maintained on the bottom of the infiltration basin area to promote the desired infiltration rates. Periodic mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
 - For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
 - After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.
 - Any major bare areas or areas taken over by non-native species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glyphosphate in accordance with manufacturer's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
 - If soil testing shows that the soil surface has become crusted, sealed or compacted, some tillage of the soil layer at the bottom of the basin should be performed – note the location of the perforated underdrain before tilling to avoid damage to the underdrain. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
 - If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
 - If inspection of the basin shows that groundwater is regularly near the surface, additional design features may need to be considered, such as additional subsurface drainage or conversion to a wetland treatment system.
3. **LEAF and DEBRIS REMOVAL:** All outlet pipes, soil layers and other flow control devices must be kept free of debris and blockage by leaves. Any blockage must be removed immediately; the Owner shall be responsible for this removal/maintenance.
4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of the engineered soil area to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
6. No trees are to be planted or allowed to grow in the bottom of the basin, as trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.
7. Grass swales leading to the basin shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans.
8. No grading or filling of the basin or berms other than for sediment removal is allowed.

9. Any other repair or maintenance needed to ensure the continued function of the infiltration basin as ordered by the Village of Hartland under the provisions listed in this Agreement.

Rain Garden

The rain garden shall be inspected twice annually. The following items shall be investigated. Corrective measures and also indicated. A log shall be kept by the owner as to any deficiencies and the corrective actions taken.

1. Gardens shall be free of debris and litter. Clean as needed.
2. Side slopes shall be free of any erosion or bare spots. Repair with topsoil, seed, and matting for grass area or landscape materials to match existing for non-grass areas. Ensure rip rap and stone is properly in place.
3. Vegetation shall be pruned by a professional landscape service. Any unwanted or nuisance growth, dead plants or limbs, or invasive species shall be removed. New plantings shall be provided as old plants are removed.
4. Excess sediment shall not be allowed to accumulate. Remove and necessary and restore affected area.
5. Inspect the outlet structure and downstream storm sewer and to ensure no blockage, or sediment exists and that all structures and pipes are structurally sound. Clean, remove and repair as needed.
6. Standing water for more than 72-hours after a rain fall is an indication that the rain garden has become clogged. Remove and replace the surface layer in the bottom of the rain garden. Loosen and inspect the subsoils to ensure they are still capable of infiltration. Remove and replace with clean washed stone if necessary. Salvage or work around plantings if possible.

Private Storm Sewer Piping, Catch Basins, Field Inlets & Storm Manholes

1. Accumulated solids or byproduct removal requirements:
 - a. Inlets are to be cleaned on an annual basis from May to June of each year.
 - b. Inspect and remove **leaf and other similar debris** from private storm sewer structures from November to December each year.
 - c. Inlets are to be cleaned utilizing vacuum equipment in accordance with Local and State regulations.
2. Identification of Safety Hazards
 - a. Storm manholes may be considered “confined spaces” and appropriate “confined space entry” requirements must be met in accordance with Local and State regulations.
3. Cleaning and Inspection Schedule
 - a. Inspect entire system including: inlets, grates, manhole covers, and flared end sections on semi-annual basis for deficiencies. Said inspection shall take place in the spring and fall of each year.
 - b. Spring inspection shall be completed prior to each spring cleaning cycle.
4. Inspection and Maintenance Checklist.
 - a. Inspection shall include documenting and/or noting concerns and updates needed or completed..

5. Start up and Shutdown Procedures.
 - a. Upon stabilization of worksite, all temporary erosion control measures shall be removed.

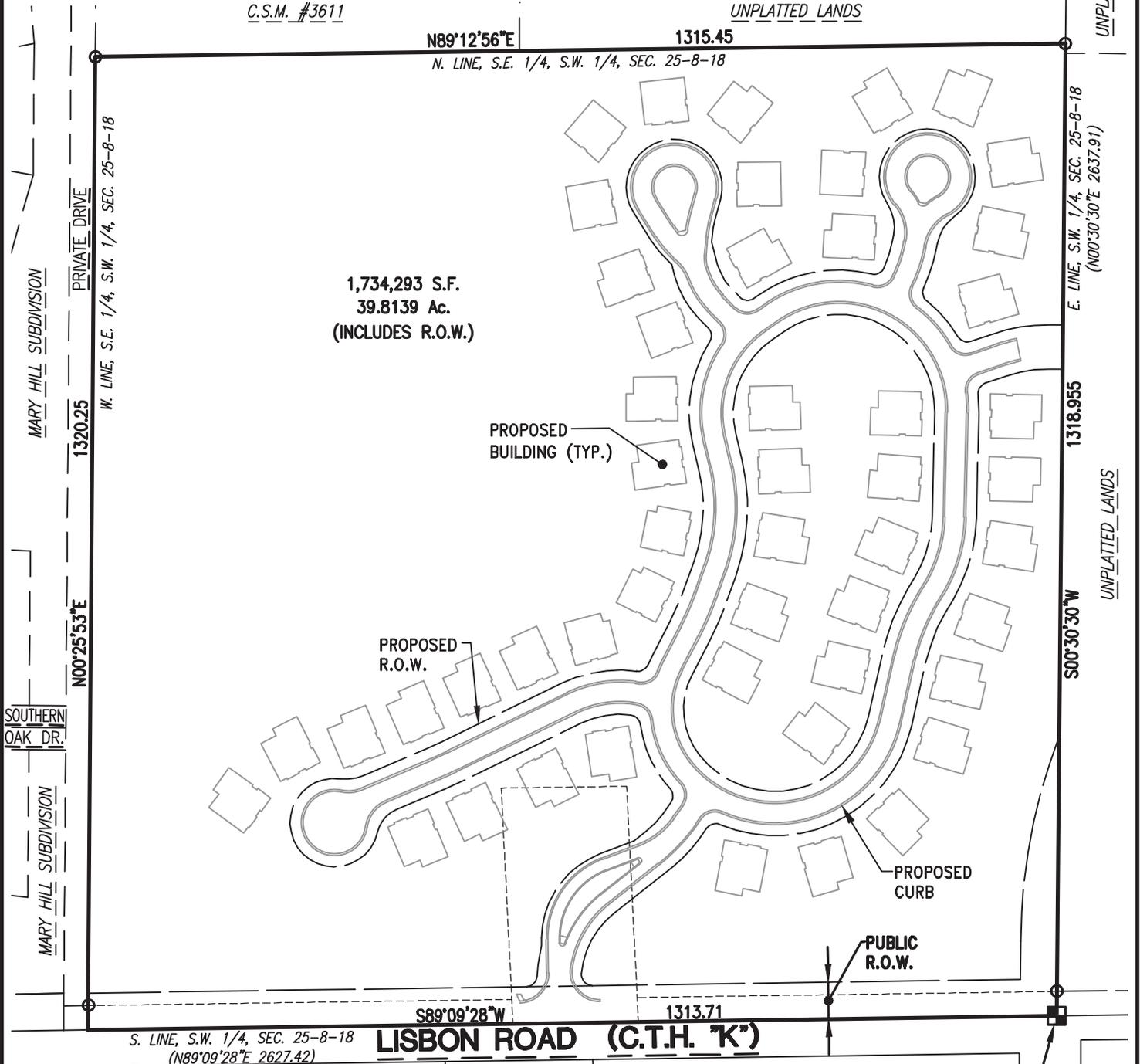
6. Contingency Plan in event of System Failure.
 - a. If stormwater inlets (or catch basins) cease functioning properly, inspect in the following order:
 - i. Stormwater Inlets.
 1. Inspect inlet grate for blockage, clean as required.
 2. Inspect inlet outfall pipe for blockage, clean as required.
 - ii. Blockage in mainline storm sewer.
 1. Perform video inspection of mainline storm sewer.
 2. Clean and repair as required.

EXHIBIT "G" TEMPORARY ACCESS EASEMENT

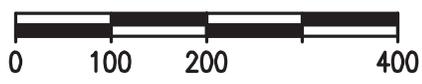
BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 8 NORTH,
RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

C.S.M. #3611

UNPLATTED LANDS



SCALE: 1" = 200'



TRIO ENGINEERING, LLC
 12660 W. North Ave. Bldg. "D"
 Brookfield, WI 53005
 Phone: (262) 790-1480
 Fax: (262) 790-1481

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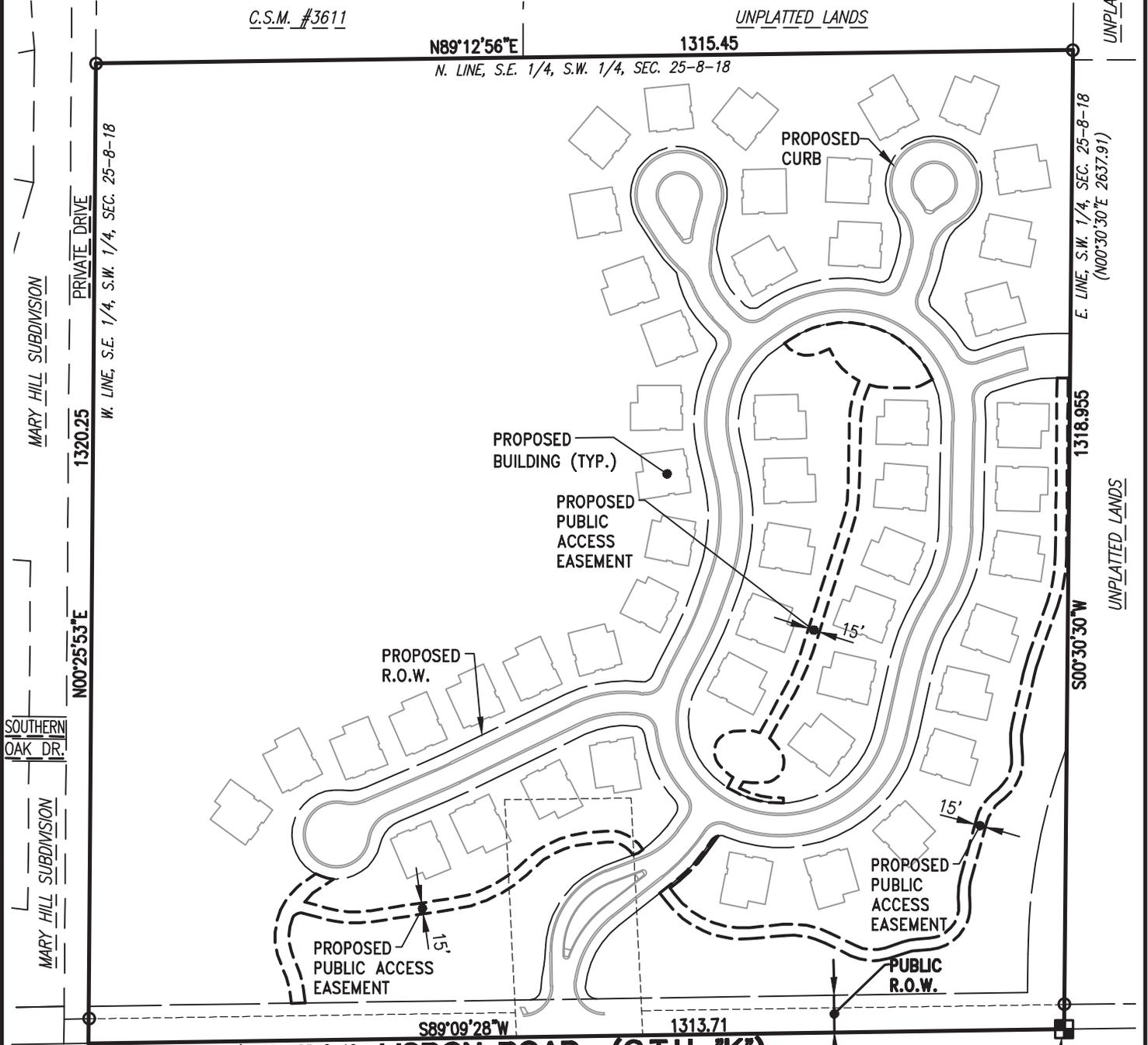
EXHIBIT "I"

PUBLIC ACCESS EASEMENT

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

UNPLATTED LANDS



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

1320.25
W. LINE, S.E. 1/4, S.W. 1/4, SEC. 25-8-18
PRIVATE DRIVE

1318.955
E. LINE, S.W. 1/4, SEC. 25-8-18
(N00°30'30"E 2637.91)
UNPLATTED LANDS

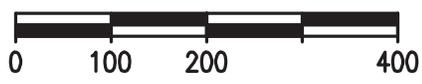
MARY HILL SUBDIVISION
SOUTHERN OAK DR.
MARY HILL SUBDIVISION

S89°09'28"W 1313.71
S. LINE, S.W. 1/4, SEC. 25-8-18
(N89°09'28"E 2627.42)
LISBON ROAD (C.T.H. "K")

S. 1/4 CORNER,
SEC. 25-8-18



SCALE: 1" = 200'



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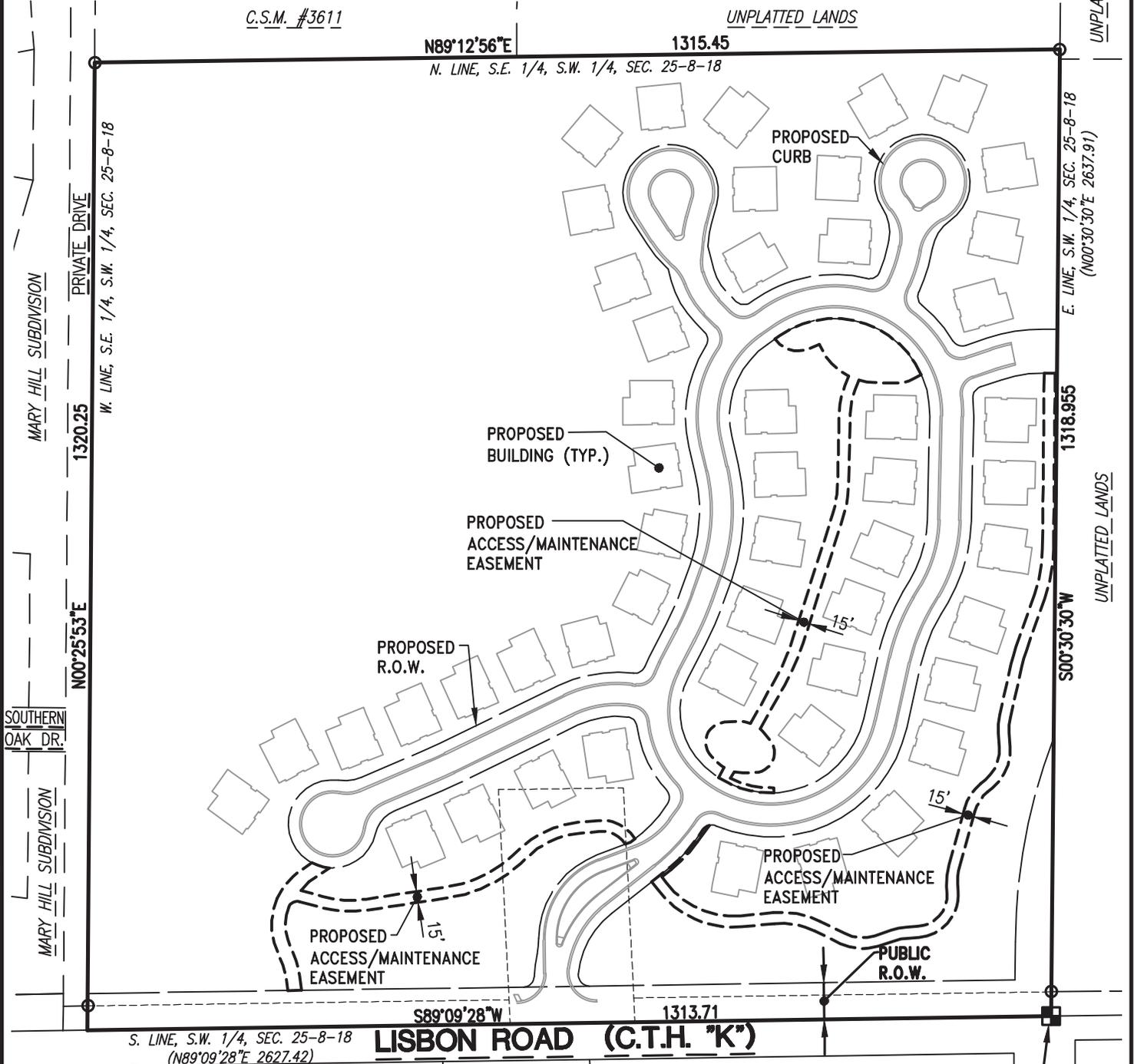
EXHIBIT "J"

PERMANENT ACCESS/MAINTENANCE EASEMENT

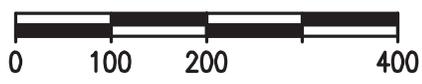
BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 8 NORTH,
RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

C.S.M. #3611

UNPLATTED LANDS



SCALE: 1" = 200'



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ERIN DIERICKS
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C/O DAVID & KAREN KRAUSE
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VALERIE DIXON
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LAURIE NEWTON
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HARTLAND WI 53029

THE ROGER R GRUHLE AND BARBARA J
GRUHLE
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DELPHINE TAFT
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HARTLAND WI 53029

WALTER ROGERS
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RUTH M RADEMAN
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