

**VILLAGE BOARD AGENDA
MONDAY, MARCH 25, 2019
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Call to Order

Roll Call

Pledge of Allegiance – Trustee Meyers

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

1. Consideration of a motion to approve Village Board minutes of March 11, 2019.
2. Consideration of a motion to approve vouchers for payment.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of an application for a Street Use Permit for Swallow Education Foundation 5K run on May 18, 2019 from 8:00 a.m. to 10:00 a.m. on streets in the Four Winds Subdivision.
4. Items related to proposed rezoning of the property at 345 Cottonwood Avenue.
 - a. **Public Hearing** to receive comment on the proposed rezoning from B-3 Central Business/Mixed Use District to RS-3 Single Family Residential District.
 - b. Consideration of a motion to continue the Public Hearing to the April 22 Village Board meeting.

Items referred from the March 18 Plan Commission meeting

5. Consideration of a motion to approve the Conditional Use Permit for Homegrown Farms related to the operation of a temporary retail flower hut.
6. 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 W28528 CTH K (Lisbon Road)

Others items for consideration

7. Discussion regarding paving and other improvements to the alley/pedestrian way between Palmer's and Silver Leash.
8. Consideration of a motion to approve the Stormwater Management Program Annual Report to the DNR.

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9. Consideration of a motion to approve various liability, workers compensation, automobile, property and equipment insurance coverage through League of Wisconsin Municipalities Mutual Insurance (LWMMI), Municipal Property Insurance Company (MPIC) and other underwriters for the term of April 1, 2019 to April 1, 2020 with a combined annual premium of \$230,149.
10. Consideration of a motion to approve a contract with Natural Solutions for playground chip replacement at Nixon Park in the amount of \$19,825.
11. Discussion regarding the designation of the Waukesha Freeman as the Village's Official Newspaper.
12. Consideration of a motion to authorize the transfer of a formerly surplus DPW pickup truck and transfer of a Police Department squad to the Fire Department for use as rapid fire response and EMT response vehicles.
13. Consideration of action related to a Village sponsorship of the annual Chamber of Commerce Kudos awards dinner.
14. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.
15. Adjournment.

David E. Cox, Village Administrator

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, Village Clerk, at 262/367-2714. The Municipal Building is handicap accessible.

MEMORANDUM

TO: President and Board of Trustees
FROM: David E. Cox, Village Administrator 
DATE: March 20, 2019
SUBJECT: Agenda Information

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

Item 4 Regarding second reading of the ordinance to rezone 345 Cottonwood Avenue.

Background: As the note included in the packet 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. The Plan Commission has honored that request and has not provided a recommendation on the matter. It will consider the matter in April. The Village Board is asked to open the hearing and to continue the hearing to the April 22 Regular Village Board meeting. As a reminder, the owner of the building has requested rezoning of the parcel from B-3 Central Business/Mixed Use District to RS-3 Single-Family Residential District.

Recommendation: Open and continue the Public Hearing.

Item 5 Related to the Conditional Use Permit for temporary retail flower sales by Homegrown Farms.

Background: 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 Plan Commission considered this matter at its last meeting and held a public hearing. After consideration, the Plan Commission recommended approval of a new/renewed 5-year Conditional Use Permit with no new conditions. The facility will be located in the grass area between the south edge of the parking lot and the adjacent entrance drive.

Recommendation: Approve the 5-year Conditional Use Permit.

Item 6 Related to the Glen at Overlook Trails

Background: 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 based on the Site Plan and preliminary Condominium Plat. The PUD Agreement, with updated Exhibits is provided for consideration by the Village Board at this meeting. Approval of the PUD Agreement is the last step before construction of the development and authorizes the development to proceed. Upon approval of the PUD Agreement, the parcel is immediately annexed to Hartland and is zoned according to the Ordinances adopted by the Village in December 2018.

The Plan Commission considered the materials related to the PUD Agreement and recommended them for approval them as follows:

1. The landscaping plan (street trees) was recommended for approval recognizing that trees in the stormwater areas of the INRA will need to be surveyed, identified for removal or protected as necessary.
2. Preliminary Condominium Plat. The PC recommended approval of the Preliminary Plat and is comfortable with a process that the CSM and Initial Condominium Review will be reviewed and approved by the PC and Village Board. Thereafter, they are recommending approval of subsequent, conforming Condominium Plats by the Village Administrator as described in the PUD Agreement.
3. The path system was recommended with provisions and easements made for the future extension of the system to the north, east and west to allow connection to other future paths in the area. These extension areas are shown on the Site Plan and in the Public Access Easement.
4. Public Street Lights will be provided at each intersection and the signage plan will include a sign at the east end of the stub road indicating it will continue into more development.
5. The revised Site Plan was recommended for approval with a note indicating that driveway locations will be established by the unit owner with the developer except that not less than 12 units will have side load garages.
6. The revised Planned Unit Development (PUD) Agreement with attachments as revised was recommended for approval.

Recommendation: Approve the PUD Agreement with amendments as appropriate.

Item 7 Regarding the Alley/pedestrian way

Background: In the early 2000's and leading up to 2011, a project to upgrade the alley and pedestrian way between Palmer's and Silver Leash that leads to the North Avenue Parking Lot from E Capitol Drive was proposed. In 2011, several documents were drafted to effect the project however, the new documents were never executed and the project languished for several years until it was included in the 2018 and 2019 Village paving projects. It was deleted from both projects because the owners and the Village determined not to proceed. Most recently, the Village Board, and specifically Trustee Meyers, requested further discussion on the project due to owner concerns about cost allocation. After digging in to the historic files on the project more, a cost allocation sheet from 2011 was found that suggests that the Village was planning to accept the full cost of paving the alley as opposed to dividing that cost three ways. The owners would be required to pay the cost of the improvements that were being implemented on their own properties. These improvements included repaving (in asphalt) of their parking lots and the addition of a concrete pad to hold the dumpsters associated with Palmer's. If the Village Board is inclined, the Village could move forward with discussions with the owners to reconsider the project with the Village paying the full cost of the alley. Additionally, as an additional idea for moving the project ahead, the Village could offer to finance the other private improvements and be repaid over time through a special assessment or special charge on the respective tax bills. Regardless of how the Village Board determines to move forward, if the project is going ahead, staff and I would plan to meet with the owners to discuss the work being done and ensure that it still fits with their desire. The project would then be rebid either as a stand-alone project or with the 2020 paving program.

Recommendation: Determine the Village's desire for moving forward on the project.

Item 8 Regarding the Annual Stormwater Report

Background: The Village Board is asked to accept and approve for filing the Village's 2018 Annual Stormwater Report to the DNR. The report outlines the Village activities to address storm water runoff including education, monitoring, inspection and cleaning or collection activities.

Recommendation: Approve the submission of the Report.

Item 9 Regarding Insurance

Background: The Village Board is asked to consider the renewal of the Village's insurance for the year beginning April 1, 2019. As noted in Finance Director Bailey's memo, the proposal is for the Village to continue its relationship with the League of Wisconsin Municipalities Mutual Insurance (LWMMI) represented locally by R&R Insurance. For the

upcoming renewal term of April 1, 2019 through April 1, 2020, the cost of the Village's various insurance coverages will increase by about \$5,300 (about 2.4%) to \$230,149. This is due primarily to two factors. First is an increase in our overall salaries related to Workers Compensation insurance and second, a small increase in our property insurance due to increased values of property being covered.

Approximately \$29,000 of the premium is paid to other carriers, including Liberty Mutual and Hanover for our Boiler and Machinery and Crime coverage as well as Municipal Property Insurance Company (MPIC), which is a partnership of the League of Wisconsin Municipalities Mutual Insurance Company, Cities and Villages Mutual Insurance Company and Wisconsin Municipal Mutual Insurance Company, through which the Village insures its real and personal properties.

Recommendation: Approve the insurance proposal through LWMMI, MPIC and others.

Item 10 Regarding playground woodchip replacement.

Background: As the memo from DPW Operations Supervisor Gerszewski indicates, staff has received pricing for replacement of the playground woodchips in Nixon Park. This is the first of the parks to get the replacement work and it is staff's intent to continue this activity through the rest of the parks in the upcoming years. Based on the available funds, a second park may be completed this year. The work at Nixon Park is planned to be completed before the Splash Pad and the Beer Garden open for the season at the end of May.

Recommendation: Approve the award of contract.

Item 11 Regarding the designation of the Waukesha Freeman as the Official Newspaper.

Background: This has been added to the agenda based on Trustee Anson's request at the last Village Board meeting. He may have additional information to share. As the Village Board may be aware, Hartland is not required to designate an Official Newspaper. However, in January 2018, the Waukesha Freeman was designated as the Village's Official Newspaper, which means that Hartland uses that paper for its official notices to the public. The Freeman is published daily Tuesday through Saturday.

Recommendation: Determine whether any change in the Official Newspaper designation will be made.

Item 12 Regarding transfer of vehicles to the Fire Department.

Background: As Fire Chief Dean's memo indicates, the Department is proposing to implement a rapid response vehicle program for fire responses and desires to use a pickup truck previously held by the Public Works Department. The DPW Truck was officially declared as surplus and was replaced but the truck has not yet been sold. If acceptable to the Village Board, the truck would be kept in the fleet and assigned to the Fire Department. Second, the Department is again requesting the transfer of an Impala from the Police Department. The former squad has been replaced by the Police Department and would be used by the Fire Department to replace the Impala it currently has, which was also a transfer from the Police Department. The Village Board is asked to approve both transfers and the conversions for Fire Department use.

Recommendation: Approve the transfers and Fire Department use.

Item 13 Regarding sponsorship of the Kudos dinner.

Background: As Finance Director Bailey's memo indicates, the Village Board is asked to determine whether it wishes to sponsor at some level the Hartland Chamber of Commerce's annual Kudos awards dinner. The Village routinely attends this banquet, which honors local businesses and individuals. This year, Village employee Dave Felkner has been nominated as a representative of the Public Works Department in recognition the Department's work to assist the Chamber.

Recommendation: Determine whether and at what level the Village desires to sponsor the event.

VILLAGE BOARD MINUTES
MONDAY, MARCH 11, 2019
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – President Pfannerstill

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

Others Present: Administrator Cox, Finance Director Bailey, Operations Supervisor Gerszewski, Clerk Igl, Police Chief Misko, Police Captain Kelsey, Fire Chief Dean, Candidates Robyn Ludtke and Rick Connor.

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

1. Motion (Meyers/Dorau) to approve Special Village Board minutes of February 20, 2019 as corrected and Village Board minutes of February 25, 2019. Carried (7-0).
2. Motion (Landwehr/Swenson) to approve vouchers for payment in the amount of \$3,510,819.93. Carried (7-0).
3. Consideration of actions related to Licenses and Permits.
 - a. Motion (Landwehr/Wallschlager) to approve applications for Operator's (Bartender) Licenses with a term ending June 30, 2020. Carried (7-0).
4. Second reading of Bill for an Ordinance No. No. 02-25-2019-01 "An Ordinance To Amend The Official Zoning Map Of The Village Of Hartland."

Administrator Cox stated that the public hearing had been scheduled for March 25, however, the owner has requested that the matter be tabled by the Plan Commission until April as she will be out of town. It was stated that the Village Board will open the hearing as scheduled and continue the hearing until after the April Plan Commission meeting.

5. Consideration of a motion to approve award of a contract for the 2019 Paving and Utilities Program to Payne & Dolan of Waukesha in the amount of \$1,240,713.53.

Administrator Cox stated that the contract will be reduced to \$1,169,224.48 due to removing the alley between Palmers and Silver Leash based on recent discussions with the property owners. Trustee Meyers asked whether we could install the Ice Age Trail piece between the buildings and over the bridge. After discussion, it was requested that item be placed on the next Village Board agenda for discussion.

Motion (Swenson/Landwehr) to approve the paving contract with Payne & Dolan without the alley in the amount of \$1,169,224.48.

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Trustee Swenson asked whether Village staff is considering going to concrete rather than asphalt on some streets. Administrator Cox stated that staff has discussed this option as concrete is more durable and not much more expensive than asphalt. Additionally, he stated that concrete would last twice as long as asphalt. Trustee Wallschlager asked about the effect of salt on concrete. Trustee Anson explained a big difference in how they pour concrete for commercial purposes that make it more durable, stating that salt damage would be minimal on concrete roads. Operations Supervisor Gerszewski commented that most Milwaukee road and state roads are concrete. Trustee Meyers stated that the Village has the responsibility as an Ice Age Trail Community to pave that portion.

Vote taken on earlier motion. Motion carried (5-2). Meyers and Wallschlager voted no.

6. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.

Fire Chief Dean reminded residents of the extrication fundraiser on March 23 at Rustic Manor.

Fire Chief Dean reconfirmed his commitment to the Village stating that he had taken the oath to protect and serve 24 hours a day/7 days a week/365 days a year and has a total of 31 years fire service. He stated that he will make adjustments as necessary within the department. He thanked the citizens of Hartland and the Village Board for their show of support.

Police Chief Misko stated that the department had been involved in an event for a Hartland child which was coordinated by a West Allis K9 Officer. He stated that 39 K-9 squads from throughout the region went to the girl's home as a show of support as she battles illness.

Chief Misko stated that the department had received a grant for live scan fingerprinting equipment which will gather fingerprints in digital format to be sent to the state. He stated that this equipment will bring efficiencies to the organization. The state will pay 90% of the estimated \$16,000 piece of equipment.

Trustee Anson stated that he was appalled with the recent newspaper article related to the fire department report and would like the Village Board to remove the Waukesha Freeman as the Village's official newspaper. It was requested that this item be added to the next Village Board agenda for consideration.

7. Motion (Swenson/Landwehr) to adjourn at 7:26 p.m. Carried (7-0).

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: March 20, 2019

RE: Voucher List

Attached is the voucher list for the March 25, 2019 Village Board meeting.

March 25, 2019 Checks: \$ 233,496.24

Total amount to be approved: \$ 233,496.24

VILLAGE OF HARTLAND
VOUCHER LIST - MARCH 25, 2019

| Account Descr | Search Name | Comments | Amount |
|--|--------------------------------|----------------------------------|-------------------|
| EXPENSE Descr | | | |
| G 804-21520 RETIREMENT DEDUCTIONS PAYABLE | EDWARD JONES | GARDNER IRA FEB 8/FEB 22 | \$124.64 |
| G 403-31862 GLEN AT OVERLOOK TRAILS | RUEKERT & MIELKE | DESIGN REVIEW | \$676.00 |
| G 204-34187 FWW LIFT STATION REPLACEMENT | WE ENERGIES | FEB-MAR FW WEST LIFT STATION | \$124.81 |
| G 101-34160 AMBULANCE DONATIONS/EQUIPMENT | WISCONSIN BUILDING INSPECTIONS | DONATIONS FOR LIGHTS | -\$270.00 |
| EXPENSE Descr | | | <u>\$655.45</u> |
| EXPENSE Descr AMBULANCE | | | |
| E 101-52300-300 OPERATING SUPPLIES/EXPENSES | AIRGAS USA LLC | OXYGEN | \$297.54 |
| E 101-52300-300 OPERATING SUPPLIES/EXPENSES | BATTERY PRODUCTS INC | BATTERY | \$22.95 |
| E 101-52300-300 OPERATING SUPPLIES/EXPENSES | EDUTAINMENT CONSULTING AND | EMS TRAINING | \$1,500.00 |
| E 101-52300-300 OPERATING SUPPLIES/EXPENSES | EMERGENCY MEDICAL PRODUCTS | CABLE | \$65.00 |
| E 101-52300-300 OPERATING SUPPLIES/EXPENSES | XEROX CORPORATION | JAN-FEB COPIER | \$48.54 |
| EXPENSE Descr AMBULANCE | | | <u>\$1,934.03</u> |
| EXPENSE Descr CEMETERY | | | |
| E 101-54910-300 OPERATING SUPPLIES/EXPENSES | RUEKERT & MIELKE | GIS ANNUAL SERVICES | \$1,870.00 |
| EXPENSE Descr CEMETERY | | | <u>\$1,870.00</u> |
| EXPENSE Descr COTTONWOOD - ALL | | | |
| E 401-70520-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | PAVING PROGRAM DESIGN | \$4,009.05 |
| EXPENSE Descr COTTONWOOD - ALL | | | <u>\$4,009.05</u> |
| EXPENSE Descr DEBT SERVICE | | | |
| E 301-58000-305 EXPENSES-OTHER | BOND TRUST SERVICES CORP | 48653-PA | \$400.00 |
| EXPENSE Descr DEBT SERVICE | | | <u>\$400.00</u> |
| EXPENSE Descr EAST IMPERIAL | | | |
| E 401-70515-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | PAVING PROGRAM DESIGN | \$1,618.57 |
| EXPENSE Descr EAST IMPERIAL | | | <u>\$1,618.57</u> |
| EXPENSE Descr ECONOMIC DEVELOPMENT | | | |
| E 804-56700-140 RETIREMENT BENEFITS | EDWARD JONES | GARDNER IRA FEB 8/FEB 22 | \$62.74 |
| E 804-56700-719 EVENTS | VILLAGE GRAPHICS | COLOR COPIES | \$29.80 |
| E 804-56700-718 DISTRICT ADV & MARKET POSITION | VILLAGE GRAPHICS | PUBLIC PARKING NOTICES | \$28.00 |
| EXPENSE Descr ECONOMIC DEVELOPMENT | | | <u>\$120.54</u> |
| EXPENSE Descr FINANCIAL ADMINISTRATION | | | |
| E 101-51500-290 OUTSIDE SERVICES/CONTRACTS | DIVERSIFIED BENEFIT SERVICES | MARCH ADMIN SERVICES | \$172.25 |
| E 101-51500-290 OUTSIDE SERVICES/CONTRACTS | FEI BEHAVIORAL HEALTH INC | 2019 EMPLOYEE ASSISTANCE PROGRAM | \$3,750.00 |
| E 101-51500-300 OPERATING SUPPLIES/EXPENSES | ONTECH SYSTEMS, INC | VMWARE AGREEMENT RENEWAL | \$175.00 |

| Account Descr | Search Name | Comments | Amount |
|---|--------------------------------|--|-------------|
| EXPENSE Descr FINANCIAL ADMINISTRATION | | | \$4,097.25 |
| EXPENSE Descr FIRE PROTECTION | | | |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | 5 ALARM FIRE | ANNUAL FLOW TESTING FOR ALL MSA SCBA UNITS | \$2,304.20 |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | AIR ONE EQUIPMENT INC | COMMAND SPEAKER | \$375.00 |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | COMPETITOR AWARDS & ENGRAVING | DOOR PLATES | \$22.00 |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | DEAN, DAVID (FIRE) | REIMBURSE CONFERENCE MEALS/FUEL/AWARDS FOR 2 | \$305.72 |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | FLEMINGS FIRE 1, INC. | FIRE EXTINGUISHER RECHARGE/VALVE STEM KIT | \$47.80 |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | GALL S, INC. | NAME BARS | \$37.90 |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | JUDI WELCH SIGNS | ADVERTISING BANNERS | \$792.00 |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | OFORI, KATE | PARAMEDIC COVERAGE JAN 1 SHIFT | \$464.96 |
| E 101-52200-255 BLDGS/GROUNDS | PIONEER SUPPLY LLC | ICE MELT | \$100.00 |
| E 101-52200-255 BLDGS/GROUNDS | SUPERIOR CHEMICAL CORP | SHOWER FOAM CLEANER | \$127.32 |
| EXPENSE Descr FIRE PROTECTION | | | \$4,576.90 |
| EXPENSE Descr GENERAL ADMINISTRATION | | | |
| E 101-51400-300 OPERATING SUPPLIES/EXPENSES | OFFICE PRO INC | OFFICE SUPPLIES | \$4.73 |
| E 101-51400-210 LEGAL SERVICES | VON BRIESEN & ROPER | FEB LEGAL SERVICES | \$6,181.30 |
| E 101-51400-210 LEGAL SERVICES | VON BRIESEN & ROPER | LEGAL SERVICES | \$410.00 |
| EXPENSE Descr GENERAL ADMINISTRATION | | | \$6,596.03 |
| EXPENSE Descr IMPERIAL | | | |
| E 401-70510-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | PAVING PROGRAM DESIGN | \$124.50 |
| EXPENSE Descr IMPERIAL | | | \$124.50 |
| EXPENSE Descr INSPECTION | | | |
| E 101-52400-290 OUTSIDE SERVICES/CONTRACTS | WISCONSIN BUILDING INSPECTIONS | FEB PERMITS | \$10,120.70 |
| EXPENSE Descr INSPECTION | | | \$10,120.70 |
| EXPENSE Descr LAW ENFORCEMENT | | | |
| E 101-52100-360 VEHICLE MAINT/EXPENSE | 10-33 VEHICLE SERVICES | REMOVE CAGE/SEAT/RADIO OLD SQ #6 | \$159.00 |
| E 101-52100-300 OPERATING SUPPLIES/EXPENSES | CENTRAL 1 SECURITY | IP CAMERA SYSTEM IT ROOM | \$390.00 |
| E 101-52100-300 OPERATING SUPPLIES/EXPENSES | HAAG, DEAN | REIMBURSE MEALS FOR TRAINING | \$22.68 |
| E 101-52100-360 VEHICLE MAINT/EXPENSE | HARTLAND SERVICE INC | SQ #4 LOF/MOUNT TIRES | \$129.53 |
| E 101-52100-360 VEHICLE MAINT/EXPENSE | HARTLAND SERVICE INC | SQ #6 LOF/MOUNT TIRES | \$127.64 |
| E 101-52100-290 OUTSIDE SERVICES/CONTRACTS | LEXISNEXIS | FEB USER FEE | \$132.50 |
| E 101-52100-300 OPERATING SUPPLIES/EXPENSES | OFFICE PRO INC | OFFICE SUPPLIES | \$71.05 |
| E 101-52100-290 OUTSIDE SERVICES/CONTRACTS | PROHEALTH CARE MEDICAL ASSOC | FIT TEST GREENWOOD/HAAG/JORGENSEN/SOBONIAK | \$252.00 |
| E 101-52100-290 OUTSIDE SERVICES/CONTRACTS | WAUKESHA CTY TREASURER (515) | FEB PRISONER HOUSING | \$25.52 |
| E 101-52100-290 OUTSIDE SERVICES/CONTRACTS | WAUKESHA CTY TREASURER (515) | WAUKESHA CTY RADIO SERVICES | \$133.50 |
| EXPENSE Descr LAW ENFORCEMENT | | | \$1,443.42 |
| EXPENSE Descr LIBRARY | | | |

| Account Descr | Search Name | Comments | Amount |
|---|------------------------------|------------------------------|-------------------|
| E 101-55110-310 BOOKS & MATERIALS | BLACKSTONE AUDIO INC | ADULT AUDIOBOOKS | \$477.97 |
| E 101-55110-310 BOOKS & MATERIALS | BRILLIANCE AUDIO INC | AUDIOBOOK | \$41.98 |
| E 101-55110-310 BOOKS & MATERIALS | BRILLIANCE AUDIO INC | AUDIOBOOK | \$38.98 |
| E 101-55110-310 BOOKS & MATERIALS | BRILLIANCE AUDIO INC | AUDIOBOOK | \$47.98 |
| E 101-55110-300 OPERATING SUPPLIES/EXPENSES | DEMCO INC | BOOK BAGS | \$92.51 |
| E 101-55110-310 BOOKS & MATERIALS | GALE/CENGAGE LEARNING | LARGE PRINT | \$31.15 |
| E 101-55110-310 BOOKS & MATERIALS | GALE/CENGAGE LEARNING | LARGE PRINTS | \$59.84 |
| E 101-55110-300 OPERATING SUPPLIES/EXPENSES | GILBERTSON, CATHY | REIMBURSE PROGRAM SUPPLIES | \$79.99 |
| E 101-55110-300 OPERATING SUPPLIES/EXPENSES | OFFICE PRO INC | OFFICE SUPPLIES | \$347.26 |
| E 101-55110-300 OPERATING SUPPLIES/EXPENSES | OFFICE PRO INC | OFFICE SUPPLIES | \$32.79 |
| E 101-55110-310 BOOKS & MATERIALS | PENGUIN RANDOM HOUSE LLC | LARGE PRINTS/ADULT AUDIOBOOK | \$70.50 |
| E 101-55110-355 JANITORIAL SUPPLIES | PIONEER SUPPLY LLC | JANITORIAL SUPPLIES | \$167.00 |
| E 101-55110-310 BOOKS & MATERIALS | RECORDED BOOKS LLC | ADULT AUDIOBOOK | \$99.00 |
| E 101-55110-290 OUTSIDE SERVICES/CONTRACTS | RICOH AMERICAS CORP | FEB ADDL IMAGES | \$82.08 |
| E 101-55110-220 UTILITY SERVICES | WE ENERGIES | FEB-MAR GAS SERVICE | \$833.18 |
| E 101-55110-255 BLDGS/GROUNDS | WIL-KIL | COMMERCIAL CONTRACT | \$50.00 |
| EXPENSE Descr LIBRARY | | | <u>\$2,552.21</u> |
| EXPENSE Descr LINDENWOOD | | | |
| E 401-70490-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | PAVING PROGRAM DESIGN | \$1,406.90 |
| EXPENSE Descr LINDENWOOD | | | <u>\$1,406.90</u> |
| EXPENSE Descr MANCHESTER | | | |
| E 401-70495-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | PAVING PROGRAM DESIGN | \$1,406.90 |
| EXPENSE Descr MANCHESTER | | | <u>\$1,406.90</u> |
| EXPENSE Descr MISC STORM SEWER REPAIR | | | |
| E 401-74010-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | MISC STORM SEWER REPAIR | \$118.00 |
| EXPENSE Descr MISC STORM SEWER REPAIR | | | <u>\$118.00</u> |
| EXPENSE Descr MUNICIPAL BUILDING | | | |
| E 101-51600-290 OUTSIDE SERVICES/CONTRACTS | ALSCO | FLOOR MAT SERVICE | \$143.13 |
| E 101-51600-255 BLDGS/GROUNDS | CA LIGHTING LENSES INC | LED LIGHT | \$15.95 |
| E 101-51600-355 JANITORIAL SUPPLIES | COMPLETE OFFICE OF WISCONSIN | OFFICE SUPPLIES | \$8.28 |
| E 101-51600-255 BLDGS/GROUNDS | MENARDS- PEWAUKEE | OUTLETS/CONNECTORS | \$112.86 |
| E 101-51600-255 BLDGS/GROUNDS | OTIS ELEVATOR CO | FEB-APR ELEVATOR SERVICE | \$351.03 |
| E 101-51600-355 JANITORIAL SUPPLIES | PIONEER SUPPLY LLC | JANITORIAL SUPPLIES | \$167.00 |
| EXPENSE Descr MUNICIPAL BUILDING | | | <u>\$798.25</u> |
| EXPENSE Descr NIXON DREDGING & RESTORATION | | | |
| E 401-74035-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | DREDGING DESIGN | \$974.15 |
| EXPENSE Descr NIXON DREDGING & RESTORATION | | | <u>\$974.15</u> |

| Account Descr | Search Name | Comments | Amount |
|---|-------------------------------|---|------------|
| EXPENSE Descr NIXON POND MODS DESIGN | | | |
| E 401-74120-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | INFLUENT CHANNEL STUDY | \$2,779.50 |
| E 401-74120-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | POND SEDIMENT STUDY | \$4,871.65 |
| EXPENSE Descr NIXON POND MODS DESIGN | | | \$7,651.15 |
| EXPENSE Descr NORMANDY | | | |
| E 401-70505-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | PAVING PROGRAM DESIGN | \$1,245.05 |
| EXPENSE Descr NORMANDY | | | \$1,245.05 |
| EXPENSE Descr PARKS | | | |
| E 101-55200-370 ATHLETIC FACILITY MAINTENANCE | BEACON ATHLETICS | BATTER BOX MATS/PITCHING MOUNDS | \$1,572.00 |
| E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE | MENARDS- PEWAUKEE | MIRATEC TRIM | \$534.40 |
| E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE | REINDERS INC | GREEN INDUSTRY CONFERENCE SCHLAFER/JAMBRETZ | \$198.00 |
| E 101-55200-220 UTILITY SERVICES | WE ENERGIES | FEB-MAR CENTENNIAL | \$20.16 |
| EXPENSE Descr PARKS | | | \$2,324.56 |
| EXPENSE Descr PUBLIC WORKS | | | |
| E 101-53000-430 SNOW & ICE REMOVAL | AGG RESOURCE LLC | SAND | \$490.35 |
| E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE | BIEBELS TRUE VALUE | PAINT TAPE/PINE SOL CLEANER | \$27.84 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | BOBCAT PLUS INC | OIL | \$148.00 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | BRUCE MUNICIPAL EQUIPMENT INC | GASKET/SHIPPING | \$67.07 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | E.H. WOLF | OIL | \$224.94 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | E.H. WOLF | OIL | \$693.88 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | E.H. WOLF | DIESEL FUEL | \$1,048.31 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | E.H. WOLF | UNLEADED GASOLINE | \$1,130.63 |
| E 101-53000-180 OTHER BENEFITS | ITU ABSORBTECH INC | UNIFORMS | \$132.90 |
| E 101-53000-180 OTHER BENEFITS | ITU ABSORBTECH INC | UNIFORMS | \$102.90 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | JUNGBLUTH, LEO | REIMBURSE REPAIR TO SEAT #30 | \$40.00 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | MADISON TRUCK EQUIPMENT | TAIL GATE AIR VALVE #19 | \$59.25 |
| E 101-53000-300 OPERATING SUPPLIES/EXPENSES | OLSEN SAFETY EQUIPMENT CORP | BOOTS/RAIN COAT | \$141.43 |
| E 101-53000-430 SNOW & ICE REMOVAL | PIONEER SUPPLY LLC | ICE MELT | \$539.00 |
| E 101-53000-430 SNOW & ICE REMOVAL | PIONEER SUPPLY LLC | ICE MELT | \$539.00 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | PRICE ENGINEERING | AEROQUIP ELBLOWS/HOSES | \$145.96 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | PRICE ENGINEERING | AEROQUIP HOSE/COIL SLEEVE | \$241.23 |
| E 101-53000-290 OUTSIDE SERVICES/CONTRACTS | PROHEALTH CARE MEDICAL ASSOC | QUEST COLL/MRO/TPA LAUERSDORF | \$56.00 |
| E 101-53000-290 OUTSIDE SERVICES/CONTRACTS | PROHEALTH CARE MEDICAL ASSOC | SCREENINGS SCHLAFER/WICHROWSKI | \$46.00 |
| E 101-53000-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | MS4 ANNUAL REPORT | \$1,241.50 |
| E 101-53000-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | GIS ANNUAL SERVICES | \$4,440.00 |
| E 101-53000-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | JAN-FEB CIP PLANNING/MS4 ANNUAL REPORT | \$257.50 |
| E 101-53000-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | GIS MAINTENANCE | \$255.83 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | TRINITY ECO SOLUTIONS | DEGREASER | \$307.60 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | TRUCK COUNTRY OF WISCONSIN | WASHER FLUID CAP #26 | \$27.96 |

| Account Descr | Search Name | Comments | Amount |
|---|------------------------------|----------------------------------|--------------------|
| E 101-53000-360 VEHICLE MAINT/EXPENSE | TRUCK COUNTRY OF WISCONSIN | FILTERS FOR SWEEPER | \$188.92 |
| E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE | ULINE | GARBAGE CANS | \$252.83 |
| E 101-53000-420 STORM SEWER | WAUKESHA CTY TREASURER (515) | STORM WATER EDUCATION MS4 PERMIT | \$2,845.00 |
| E 101-53000-225 STREET LIGHTING | WE ENERGIES | JAN-FEB ST LIGHTING | \$8,644.75 |
| E 101-53000-225 STREET LIGHTING | WE ENERGIES | FEB-MAR FOUR WINDS WEST | \$92.24 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE | WELDERS SUPPLY CO | CUT OFF WHEELS | \$100.00 |
| E 101-53000-180 OTHER BENEFITS | WICHROWSKI, THOMAS | REIMBURSE CLOTHING ALLOWANCE | \$150.01 |
| EXPENSE Descr PUBLIC WORKS | | | <u>\$24,678.83</u> |
| EXPENSE Descr RECREATION PROGRAMS/EVENTS | | | |
| E 101-55300-290 OUTSIDE SERVICES/CONTRACTS | HOOPER HANDS BASKETBALL AC | DRIBBLE DRIBBLE 102 | \$1,334.40 |
| E 101-55300-290 OUTSIDE SERVICES/CONTRACTS | PROHEALTH CARE MEDICAL ASSOC | DRUG SCREEN/BANCROFT | \$29.00 |
| E 101-55300-290 OUTSIDE SERVICES/CONTRACTS | TRANSON, ELYSE | MAR-APR CEILI CLASS FOR KIDS | \$120.00 |
| EXPENSE Descr RECREATION PROGRAMS/EVENTS | | | <u>\$1,483.40</u> |
| EXPENSE Descr REFUSE & GARBAGE COLLECTION | | | |
| E 201-53620-200 GARBAGE COLLECTION FEES | ADVANCED DISPOSAL | FEB SERVICES | \$32,287.05 |
| EXPENSE Descr REFUSE & GARBAGE COLLECTION | | | <u>\$32,287.05</u> |
| EXPENSE Descr SEWER SERVICE | | | |
| E 204-53610-270 TREATMENT EXPENSE | DELAFIELD-HARTLAND WATER | MARCH FEES | \$72,113.76 |
| E 204-53610-290 OUTSIDE SERVICES/CONTRACTS | DIGGERS HOTLINE INC | LOCATING PAYMENT | \$27.75 |
| E 204-53610-290 OUTSIDE SERVICES/CONTRACTS | DIVERSIFIED BENEFIT SERVICES | MARCH ADMIN SERVICES | \$26.50 |
| E 204-53610-800 CAPITAL OUTLAY | RUEKERT & MIELKE | JAN-FEB CRYSTAL DR LIFT STATION | \$2,454.50 |
| E 204-53610-800 CAPITAL OUTLAY | RUEKERT & MIELKE | JAN-FEB SEWER DESIGN/SURVEY | \$1,772.50 |
| E 204-53610-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | GIS ANNUAL SERVICES | \$2,440.00 |
| E 204-53610-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | GIS MAINTENANCE | \$255.84 |
| E 204-53610-800 CAPITAL OUTLAY | RUEKERT & MIELKE | MISC SEWER/REPAIRS | \$118.00 |
| E 204-53610-300 OPERATING SUPPLIES/EXPENSES | VILLAGE GRAPHICS | ENVELOPES | \$66.49 |
| EXPENSE Descr SEWER SERVICE | | | <u>\$79,275.34</u> |
| EXPENSE Descr SOUTH IMPERIAL | | | |
| E 401-70500-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | PAVING PROGRAM DESIGN | \$2,639.50 |
| EXPENSE Descr SOUTH IMPERIAL | | | <u>\$2,639.50</u> |
| EXPENSE Descr STORM SWR CATCH BASIN REPAIR | | | |
| E 401-74075-290 OUTSIDE SERVICES/CONTRACTS | RUEKERT & MIELKE | STORM SEWER CB REPAIR | \$118.00 |
| EXPENSE Descr STORM SWR CATCH BASIN REPAIR | | | <u>\$118.00</u> |
| EXPENSE Descr WATER UTILITY | | | |
| E 620-53700-652 MAINTENANCE OF SERVICES | CORE & MAIN LP | BREAKER/BACKFLOW PREVENTER | \$1,095.00 |
| E 620-53700-923 OUTSIDE SERVICES | DIGGERS HOTLINE INC | LOCATING PAYMENT | \$27.75 |
| E 620-53700-923 OUTSIDE SERVICES | DIVERSIFIED BENEFIT SERVICES | MARCH ADMIN SERVICES | \$66.25 |

| Account Descr | Search Name | Comments | Amount |
|---|------------------------------|---|--------------|
| E 620-53700-651 MAINTENANCE OF MAINS | FERGUSON WATERWORKS | 6 HYMAX REP COUP | \$261.62 |
| E 620-53700-651 MAINTENANCE OF MAINS | FERGUSON WATERWORKS | 6 HYMAX REP COUP | \$523.24 |
| E 620-53700-923 OUTSIDE SERVICES | HYDROCORP | FEB INSPECTION/REPORTING SERVICES | \$2,885.00 |
| E 620-53700-674 METERS | MIDWEST METER INC | METERS | \$12,040.00 |
| E 620-53700-674 METERS | MIDWEST METER INC | METERS | \$11,255.48 |
| E 620-53700-651 MAINTENANCE OF MAINS | OKAUCHEE REDI-MIX INC | CONCRETE | \$762.00 |
| E 620-53700-651 MAINTENANCE OF MAINS | OKAUCHEE REDI-MIX INC | SLURRY | \$1,120.00 |
| E 620-53700-673 TRANS&DIST MAINS | RUEKERT & MIELKE | JAN-FEB WATER MAIN DESIGN/SURVEY | \$2,030.00 |
| E 620-53700-923 OUTSIDE SERVICES | RUEKERT & MIELKE | GIS MAINTENANCE | \$255.83 |
| E 620-53700-923 OUTSIDE SERVICES | RUEKERT & MIELKE | SCADA SERVICE WORK | \$273.50 |
| E 620-53700-923 OUTSIDE SERVICES | RUEKERT & MIELKE | GIS ANNUAL SERVICES | \$2,440.00 |
| E 620-53700-678 HYDRANTS | RUEKERT & MIELKE | HYDRANT REPLACEMENT | \$118.00 |
| E 620-53700-625 MAINTENANCE OF PUMPING PLANT | TRINITY ECO SOLUTIONS | DEGREASER | \$307.60 |
| E 620-53700-903 CUSTOMER ACCTS - SUPPLIES/EXP | VILLAGE GRAPHICS | ENVELOPES | \$66.50 |
| E 620-53700-622 POWER FOR PUMPING | WE ENERGIES | FEB MICRO BOOSTER | \$25.52 |
| E 620-53700-622 POWER FOR PUMPING | WE ENERGIES | JAN-FEB #3 PUMPHOUSE | \$867.22 |
| E 620-53700-930 MISC GENERAL EXPENSES | WI DEPT OF NATURAL RESOURCES | MUNI WATERWORKS OPERATOR CERT DISTRIBUTION/ | \$50.00 |
| E 620-53700-930 MISC GENERAL EXPENSES | WI RURAL WATER ASSOC (WRWA) | MUNI WATER OPERATOR EXAM/MAAS | \$100.00 |
| E 620-53700-930 MISC GENERAL EXPENSES | WI RURAL WATER ASSOC (WRWA) | WATER SYSTEMS OPERATIONS BASIC CLASSES/MAAS | \$400.00 |
| EXPENSE Descr WATER UTILITY | | | \$36,970.51 |
| | | | \$233,496.24 |

**VILLAGE OF HARTLAND
LICENSES AND PERMITS
MARCH 25, 2019**

Street Use Permit for Large Scale Events

Event: Swallow Education Foundation 5k run
Date: May 18, 2019
Time: 8:00 – 10:00 am

The Police Chief and Fire Chief have reviewed the application.



Date: 3/14/19
Rec #: 205094

**STREET USE PERMIT
APPLICATION
FOR LARGE SCALE EVENTS**

(Three (3) or more City Blocks, or More than 1,200 Feet)

**APPLICATION MUST BE RECEIVED AT THE ADMINISTRATIVE OFFICES AT LEAST 30 DAYS IN
ADVANCE OF THE DATE OF THE EVENT**

\$50.00 FEE

Nonrefundable application fee is required at time of filing

Sponsoring Agency (if applicable) Swallow Education Foundation (SEF)

Street Address 11299 US 614 County Rd E, Hartland, WI 53029

Web Page and/or e-mail address SwallowSchoolSK@gmail.com

Phone No. 262-367-2000 **Fax No.** 262-367-5014

https://www.racecentry.com/non-your-socks-off/race-information

Contact Person Heather Brown

Street Address (if different than above) 108 Sycamore Ct, Hartland, WI 53029

E-mail Address HSBrown10@gmail.com

Phone No. 262-844-3207 **Fax No.** _____

Street name and block numbers (attach map and diagram)

County Hwy E North of Swallow School to the entrance of
Four Winds Subdivision, Hollywell Ln, Four Winds Way, Prime grass
Ct, Sunshine Drive

Date(s) of Closure/Use May 18, 2019 **Rain Date?** NO

Hours of Closure/Use _____ **Estimated Attendance** 300

Hwy E 1/8 815-915 Fourwinds subdivision 925-925

Describe Event (include time table indicating hours of set up and tear down if applicable)

Fourth Annual SK run/walk fundraiser for Swallow
School. Staging + finishing at the school grounds and
using Four Winds Subdivision + pathways.
No alcohol served

Additional permits are required for the following activities – applications available at the Village
Administrative office:

Sale of beer and/or wine – Class "B" Picnic Beer/Wine License \$10

Signature of Applicant Heather Brown **Date** 3/13/19

(Falsification of information will result in denial of permit)

**IMPORTANT! – PLEASE ATTACH CERTIFICATE OF INSURANCE
WITH VILLAGE OF HARTLAND LISTED AS AN ADDITIONAL INSURED**

Return completed application and \$50 application fee to:
Village of Hartland, 210 Cottonwood Avenue, Hartland, WI 53029
(Phone 262-367-2714)

OVER →

Date approved or denied: _____

Any conditions specified: _____

PETITION

We, the undersigned residents of the Four Winds Subdivision + Four Winds West Subdivision hundred block(s) of _____ Street in the Village of Hartland, hereby consent to the recreational use of this street between the hours of 8AM and 10AM on May, the 18 day of 2019, for the purpose of 5K + 1 mile race event, and do hereby petition the Village of Hartland to grant a Street Use Permit for use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use in the Village of Hartland.

Barricades and "Road Closed" sign can be obtained from a traffic control rental vendor or at cost by the DPW, subject to availability and with at least 48 hours notice (262-367-2714).

The responsible person or persons who shall sign an application for a Street Use Permit on our behalf is/are as follows:

NAME(S) Heather Brown

TITLE _____

ADDRESS 108 Sycamore Ct, Hartland HARTLAND, WI 53029

PHONE (daytime) 262-844-3207 (evening) 262-844-3207

ORGANIZATION/GROUP SPONSORING EVENT Swallow Education Foundation (SEF)

| Petitioner(s) Signature | Petitioner(s) Address |
|-------------------------------|---------------------------------------|
| <u>[Signature]</u> | <u>108 Sycamore Ct, Hartland</u> |
| <u>Heather Boundry</u> | <u>389 Prairie Grass Ct. Hartland</u> |
| <u>Boeki Anderson</u> | <u>112 Sycamore Ct, Hartland</u> |
| <u>[Signature]</u> | <u>112 Sycamore Ct Hartland, WI</u> |
| <u>[Signature]</u> | <u>1130 Four Winds Way</u> |
| <u>[Signature]</u> | <u>1220 Four Winds Way</u> |
| <u>[Signature]</u> | <u>1257 Four Winds Way</u> |
| <u>[Signature]</u> | <u>368 Switchgrass Ct.</u> |
| <u>[Signature]</u> | <u>348 Hollyhock Lane</u> |
| <u>[Signature]</u> | <u>340 Hollyhock Lane</u> |
| <u>[Signature]</u> | <u>1241 Four Winds Way</u> |
| <u>Gwendolyn S. Rafanelli</u> | <u>1206 Four Winds Way</u> |
| <u>[Signature]</u> | <u>375 Sunshine Drive</u> |
| <u>[Signature]</u> | <u>1263 Four Winds Way</u> |
| <u>JESSICA SCHOEN</u> | <u>386 PRAIRIE GRASS COURT</u> |



CERTIFICATE OF LIABILITY INSURANCE

SWAEDU1

OP ID: SB

DATE (MM/DD/YYYY)

02/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|--------------------------|
| PRODUCER Aon Assn Services, a Division of Affinity Ins. Services, Inc 1120 20th St NW Washington, DC 20036 Sharon Palmer Fine | CONTACT NAME: PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURED Swallow Education Foundation, Inc. W299 N5614 Highway E Hartland, WI 53029 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Great American Insurance Co. | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| INSURER F : | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | X | SPP9209925 | 04/21/2019 | 04/21/2020 | EACH OCCURRENCE |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | | | | | MED EXP (Any one person) |
| | | | | | | PERSONAL & ADV INJURY |
| | | | | | | GENERAL AGGREGATE |
| | | | | | | PRODUCTS - COMP/OP AGG |
| | | | | | | |
| | | | | | | |
| | AUTOMOBILE LIABILITY | | SPP9209925 | 04/21/2019 | 04/21/2020 | COMBINED SINGLE LIMIT (Ea accident) |
| | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | | | | \$ 1,000,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per person) |
| | | | | | | BODILY INJURY (Per accident) |
| | | | | | | PROPERTY DAMAGE (PER ACCIDENT) |
| | | | | | | |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE |
| | EXCESS LIAB | | | | | AGGREGATE |
| | DED | | | | | |
| | RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATUTORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | N/A | | | OTHER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. EACH ACCIDENT |
| | | | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | E.L. DISEASE - POLICY LIMIT |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: May 18, 2019 5K Run.

Village of Hartland and its officers are named as additional insured per the terms and conditions of the written contract.

CERTIFICATE HOLDER

VILLHAR

Village of Hartland
 210 Cottonwood Dr.
 Hartland, WI 53029

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

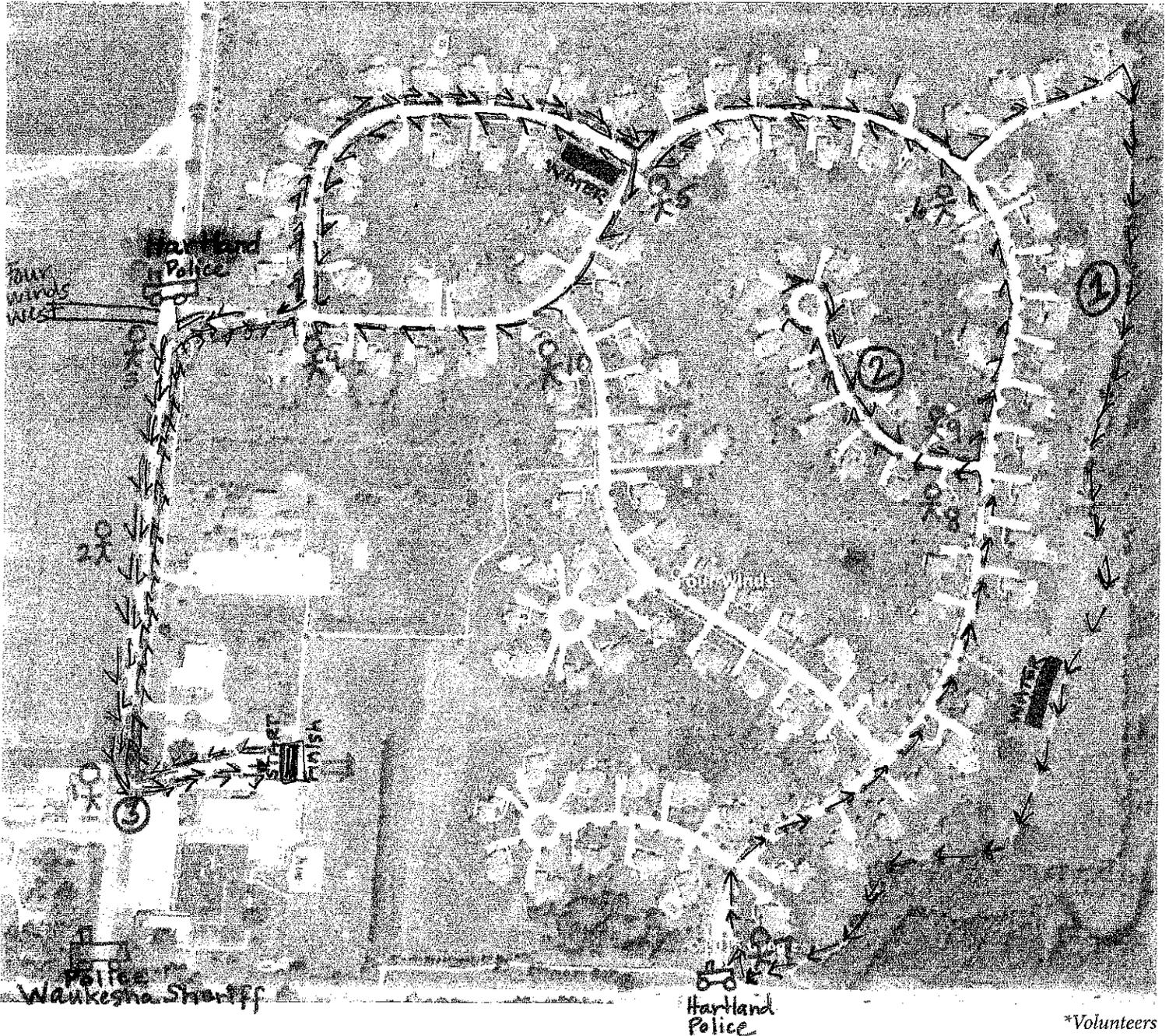
AUTHORIZED REPRESENTATIVE

Sharon Palmer Fine

Sharon P. Fine

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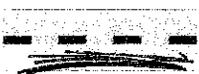
Run Your Socks Off Course



*Volunteers



1.2 mile route



5k route



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

| | | |
|--|--|--|
| Document Number | <p style="text-align: center;"><u>CONDITIONAL USE PERMIT</u> [Homegrown Greenhouse 505 Cottonwood Ave.] Document Title</p> | |
| <p>THIS CONDITIONAL USE PERMIT is hereby granted this 25th day of March, 2019, by the Village of Hartland (hereinafter Village) to Homegrown Greenhouse/Genesee Lake School (hereinafter “Grantee”) for the operation of a temporary retail flower hut at the property located at 505 Cottonwood Avenue.</p> <p style="text-align: center;"><u>RECITALS</u></p> <p>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:</p> <p>Tax Key No. HAV 0732.996.006 Owned by SW 2017 1 LLC 1200 N Mayfair Rd Ste 310 Milwaukee WI 53226-3288</p> | | <p>Recording Area</p> <hr/> <p>Name and Return Address Village of Hartland 210 Cottonwood Ave. Hartland, WI 53029</p> <hr/> |
| | | <hr/> <p>Parcel Identification Number HAV 0732.996.006</p> |

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 March 18, 2019 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/Genesee Lake School, 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 foregoing, this CUP shall expire on March 25, 2024.

This conditional use permit is hereby issued this 25th day of March, 2019 subject to the conditions provided herein.

VILLAGE OF HARTLAND

Jeffrey Pfannerstill, Village President

[VILLAGE SEAL]

ATTEST:

Darlene Igl, MMC/WCPC, Village Clerk

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 _____ 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. In order to preserve the Isolated Natural Resource Area (INRA) on the northwest portion of the Site, the Village and Developer have agreed to cluster the improvements on the Site to the area outside the INRA and, therefore, certain requirements of the Zoning Code will be adjusted via PUD Zoning.
- 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.
- 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~~Preliminary Condominium Plat”), which was considered by the Plan Commission

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

- G. Developer will submit for approval by the Village a Certified Survey Map along with a ~~Final~~number of Condominium Plat expansions for the Site in substantial conformance with the approved ~~Proposed~~Preliminary Condominium Plat and reflecting final engineering of the Site and said Certified Survey Map and ~~Final~~-Condominium Plat expansions will be considered by the ~~Board of Trustees in accordance with State Law~~Village as described herein.
- H. The Village of Hartland is requiring that, as conditions of its approval of development on the Site, Developer must make and install all public improvements necessary to service the development of the Site and that the acceptance of the dedication of all public improvements shall be contingent upon the construction of said improvements according to applicable State and municipal specifications and ordinances.
- I. The Village Board has duly approved Developer's plans and specifications for the Project, conditioned upon Developer's entry into this Agreement.
- J. Developer agrees to develop the Site as herein described in strict accordance with this Agreement.

FINDINGS

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

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

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

- N. The population density of the development will not have an adverse effect upon the community's capacity to provide needed school or other municipal service facilities.
- O. Adequate guarantee is provided for permanent preservation of open space areas conditioned on the zoning of the Isolated Natural Resource Area under Upland Conservancy Overlay District and that no other development except that which is approved during the initial development process is allowed.
- 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.

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

Section I. PUD Requirements

- A. Developer shall comply with this Agreement.
- B. The Project shall include not more than fifty (50) single family residential units as generally portrayed the Site Plan (Exhibit B).
- 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.

- D. The following requirements of the RS-1 Single Family Residential District are hereby modified as defined herein:
- a. 46-235 regarding lot area and width is hereby waived and the area devoted to residential units shall be as defined on the Condominium Plat.
 - b. 46-237 regarding yards is hereby waived except that residential units may not be constructed closer than fifteen (15) feet from the Right of Way nor closer than twenty-five (25) feet from the back of the as-constructed curb, whichever is greater. When the Right of Way is expanded in a small area to accommodate a portion of the utility infrastructure (e.g. a fire hydrant), the setback shall be measured from the back of the as-constructed curb.
 - c. No unit may be constructed closer than ten (10) feet from the edge of the Isolated Natural Resource Area (INRA) as delineated on site. Notwithstanding the Tree Protection regulations of the Village, no construction vehicle or activity is allowed within the INRA with the exception of activity approved for Site construction as identified in Exhibit E.
 - d. Residential units shall be constructed at least twenty (20) feet from each other.

Section II. Improvements.

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

A. Streets.

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

3. Developer shall be responsible for obtaining permission from the Waukesha County Department of Transportation for improvements, if any, to be made to CTH K under this Agreement and for obtaining approval and acceptance by Waukesha County for improvements actually made.
4. Developer shall construct and surface the public streets called for under this Section in one (1) phase as shown on Exhibit E.

B. Sanitary Sewer.

1. Developer shall, at its sole expense, construct, install, and provide a complete sanitary sewage collection system throughout the entire Site and, to the extent necessary, off Site and perform in accordance with the plans and specifications set forth on Exhibit E and including such provisions for connection to future development or expansion of the sewage collection system as deemed necessary by the Village at no cost to the Village. The construction of the sanitary sewer system required hereunder shall be constructed so as to fully service the Project.
2. Subject to the provisions of Sections ~~II-B. 3, 4 and 5~~, Section III and Section IV I. of this Agreement and upon completion of the sanitary sewage collection system serving the Site in accordance with the plans and specifications set forth on Exhibit E, Developer shall provide easements for any utilities outside of the Right of Way in a form similar to Exhibit F and shall dedicate and the Village may accept and allow such system to be connected to the existing Village sewage collection system.
3. The Village Board has no obligation to accept dedication of any component of any sewer improvements or to allow the improvements to be connected to the existing Village sewage collection system until the applicable components of the sanitary sewer have been installed in accordance with plans and specifications approved and accepted by the Village as set out in Exhibit E. At its sole expense, Developer shall clean and televise the sewer system prior to its connection to the Village sanitary sewer system and shall provide a written report and DVD copy or other electronic medium acceptable to the Public Works Director of the televised inspection thereof.
4. No occupancy permits shall be processed or issued until the sanitary sewer collection system servicing the Site has been dedicated to, and accepted by, the Village.

C. Water.

1. Developer shall, at its sole expense construct, install, furnish, and provide a completed system of water distribution throughout the entire ~~Project Site and, to the extent necessary, off Site and perform~~, in accordance with the plans and specifications attached hereto as Exhibit E and including such provisions for connection to future development or expansion of the water system as deemed necessary by the Village at no cost to the Village. The construction of the municipal water system required hereunder shall be conducted so as to fully service the Project.

2. Upon completion of the water system serving the Site in accordance with the plans and specifications set forth in Exhibit E, Developer shall provide easements for any utilities outside of the Right of Way in a form similar to Exhibit F and shall dedicate, and the Village ~~shall~~may accept, such segment of the water system and, subject to the terms of this Agreement, allow connection to the Village water system.
3. The Village Board has no obligation to accept any component of the water distribution system until the applicable component of the water distribution system has been inspected by the Village Engineer and DPW Director and is determined to be installed in accordance with plans and specifications approved by the Village.
4. No occupancy permits shall be processed or issued until the water distribution system servicing the Site has been dedicated to, and accepted by, the Village.

D. Storm/Surface Water System & Site Grading.

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

grading for the interior portions of individual lots. Developer shall be required to complete elements of the Master Grading plans related to surface water drainage for individual lots and for the entirety of all Outlots and Right of Way areas prior to acceptance of improvements by the Village. A lot grading plan in compliance with the final Master Grading plans and specifications shall be submitted by the Developer at the time of permitting for each individual condominium unit to the Village Engineer or Building Inspector for their respective approval. Said grading, as approved, shall be implemented prior to occupancy of that condominium unit.

E. Site Clearing/Restoration.

1. Developer shall, at its sole expense, remove and dispose of all destroyed trees, brush, tree trunks, and shrubs, and all rubbish currently located on the Site in accordance with all applicable State, Federal and municipal codes and ordinances.
2. Developer shall not destroy or remove any live vegetation nor conduct any grading, filling or other construction related activities within the Isolated Natural Resource Area zoned UCO – Upland Conservancy Overlay District except as set forth in the finally approved plans and specifications and under any required issued DNR permit.
3. Developer shall be responsible for compliance with all applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to clearing, protection, and replacement of trees including, but not limited to submission of a tree protection plan and obtaining of a tree permit prior to start of work on the Site.
4. Developer shall lawfully and with applicable permits raze and remove the existing house and abandon any existing private well and septic system, if any, and, thereafter, establish no private wells or septic systems on the Site.

F. Landscaping and Erosion Control.

1. Developer, and all its agents, contractors and subcontractors shall grade, seed and otherwise landscape the Site in strict compliance with the plans and specifications set forth on Exhibit E, and shall at all times remain in compliance with all applicable municipal and state erosion control restrictions and requirements. Developer shall complete required erosion control inspections and reports in accordance with the erosion control permit standards. Developer shall be responsible for costs of periodic compliance inspections of erosion control facilities that will be conducted by the Village Engineer or his designee.
2. If any erosion control facilities (including but not limited to bales, silt fence and berms) are washed out or otherwise rendered ineffective as determined by the Village Engineer or DPW Director or Building Inspector, Developer shall repair or replace said facilities within 48 hours of being so notified in writing by the Village Engineer or DPW Director or Building Inspector. If Developer fails to repair or replace said facilities within 48 hours of being so notified by the Village Engineer or DPW Director or Building Inspector

the Village may, but is not required to, repair or replace such facilities and charge 125% percent of all costs incurred by the Village in so reinstalling said facilities to Developer. The Village may collect this amount from any amounts payable to Developer that the Village is holding pursuant to this Agreement.

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

G. Street Signs, Pavement Markings and Street Lights.

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

H. Hazardous Substances.

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

I. Pathways/Sidewalks.

1. Developer shall provide, install and pave with asphalt all onsite and offsite pathways as specified in Exhibit E. Developer shall grant on the Certified Survey Map and other document as appropriate, a permanent access easement to the general public for unrestricted passage and enjoyment of paths outside the Right of Way as described in Exhibit ~~I~~J – Public Access Easement.

2. Although asphalt paved pathways constructed by Developer shall be accessible by the general public, maintenance of all pathways in a condition that meets standards prescribed by the Village from time to time shall be the responsibility of the Homeowners Association.
3. Paved pathways accessible to the general public, including paved pathways used for emergency access to the subdivision, shall be maintained year-round including winter maintenance performed in compliance with the Village Code requirements for snow and ice removal and control on public sidewalks. Unpaved pathways or other pathways or trails not intended for use by the general public may be maintained during winter at the discretion of the Homeowners Association.
- 3.4. Developer shall include in the Declarations of Restrictions and Homeowners Association an indication as follows. A portion of the paved pathway system utilizes the Emergency Access Drive at the southwest portion of the Site. In the future, when a second primary access is provided by a full street connection on the northeast portion of the site, the paved path may be reduced in size from twelve (12) feet to eight (8) feet between the end of the southwest cul de sac and the path parallel to CTH K in the CTH K Right of Way. Upon construction of a second primary access at the northeast, the Emergency Access Drive shall be removed between the pathway parallel to CTH K and the northern edge of the CTH K roadway and the area restored as appropriate with grass and shoulder material in accordance with Waukesha County specifications as an obligation of the Homeowners Association.
5. 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 KJ. Any repair or maintenance performed by the Village hereunder shall be assessed against all Project property owners as a special charge pursuant to the Wisconsin Statutes.
- 4.6. Pursuant to the Public Access Easement as provided for herein, the Village shall have the authority to construct or cause to have constructed additions to the path system to facilitate extension or connectivity of the path system on the Site to other, adjoining properties.

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

condominium 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 expansions and in accordance with any plans and specifications attached hereto as exhibits, unconditionally give, grant, convey and fully dedicate the same to the Village, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including, without limitation, all buildings, structures, mains, conduits, pipes, lines, machinery, equipment and appurtenances which may in any way be a part of such public improvements and together with any and all necessary easements for access thereto. Developer shall obtain title insurance to insure the transfer of ownership in portions of the Site that are dedicated to the Village. Developer shall also pay, when due, all transfer taxes that arise as a result from said dedications.
- B. Developer shall notify the Village, in writing when any public improvement described as such in the applicable Certified Survey Map and on the attached exhibits is complete in accordance with the plans and specifications attached hereto as exhibits. Within fourteen (14) days of the date of such notice, the Village Engineer and DPW Director shall inspect and/or re-inspect as necessary any public improvements described in Developer’s notice and prepare and deliver to Developer a written punch list of repairs necessary to bring such public improvement into conformance with the applicable plans and specifications. Upon Developer’s written notice to the Village Engineer and DPW Director that all punch list

repairs for any such public improvement are complete, and following satisfactory completion of any applicable re-inspection, the Village shall, subject to the re-inspection and approval of the Village Engineer and DPW Director, by separate resolution, accept the dedication of such public improvement.

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

Section IV. Building/Occupancy Permits.

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

Section V. Miscellaneous Requirements and Provisions.

- A. Survey Monuments. Developer agrees to properly place all survey or other monuments required by applicable state statute or municipal ordinance, and further agrees to permanently monument the boundaries of the environmental corridor (constituting either wetlands or other environmental corridor) by placing monuments that comply with the specifications set out in Chapter 236, Wis. Stats., at every point where a lot boundary line intersects the environmental corridor and at the mid-point of the environmental corridor boundary within each lot and at any change in direction of the boundary lines.
- B. Outside Irrigation. Developer shall include in the Declaration of Restrictions and Homeowner’s Association, as required below, a provision indicating that the use of water for

purposes of outside irrigation is limited to the hours of 10:00pm through 2:00am only or as otherwise directed by the Village of Hartland from time to time.

- C. Declaration of Restrictions and Homeowner's Association. Developer hereby agrees to execute and record a Declaration of Restrictions and Homeowners' Association with respect to the Site in the form of Exhibit JL attached hereto. No occupancy permits shall be granted until both the Declaration of Restrictions has been approved by the Village and recorded and the Homeowners' Association incorporated.
- D. Grade. Exhibit E sets out maximum yard grade elevations that shall be required on the Site. One set of an as-built version of Exhibit E shall be provided by the Developer, at its sole expense, in a Mylar reproducible format and in electronic format compatible with the Village's GIS software, to the Village prior to the dedication of the public streets.
- E. Underground Utilities. All new electrical, telephone, gas and cable television utilities and services on the Site shall be buried underground in accordance with Chapter 50 of the Municipal Code of the Village of Hartland. Coordination of installation of such utilities and services shall be the responsibility of Developer.
- F. Manner of Performance. Developer shall cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.
- G. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits and approvals from all governmental authorities with jurisdiction over the Site, including, but not limited to, the Village, Waukesha County, Delafield Hartland Water Pollution Control Commission, and Department of Natural Resources, when required prior to the start of construction, demolition or hazardous waste abatement with respect to the applicable portion of the Site work. Developer or the Purchaser of individual units shall be solely responsible for paying, at the time of building permit application, all applicable sewer or water connection fees pertaining to connection of such utilities servicing the Project which are customarily and uniformly assessed.
- H. Locations. The parties agree that the locations of existing Village water, sanitary sewer and storm sewer facilities as indicated on Exhibit E are approximate locations only. It is Developer's sole responsibility to definitively locate all such Village facilities in the field, and the Village bears no liability if any of said facilities are not located where indicated in the documents described in this subsection.
- I. Developer Disclosure to Buyers. Developer shall be required to disclose to buyers prior to executing a contract for sale/purchase of a given lot anticipated future expenses of buyer

related to developer and lot owner obligations in this Agreement including payment of impact fees, connection charges, RSAC, street tree installation, potential Special Charge and other applicable items.

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

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

~~K.L.~~ Certified Survey Map and future Condominium Plats. Developer will submit for approval by the Village a Certified Survey Map along with an Initial Condominium Plat for the Site in substantial conformance with the approved Site Plan and Preliminary Condominium Plat and reflecting final engineering of the Site. The Certified Survey Map and Initial Condominium Plat shall be considered by the Board of Trustees in accordance with Village Code where the Initial Condominium Plat will be considered using the Final Plat regulations. The Certified Survey Map shall be approved prior to the approval and recording of any condominium plats. Subsequent Amendments to the Condominium Plat shall be in substantial conformance with the Declaration of Condominium of The Glen At Overlook Trails Condominium and the Initial Condominium Plat and may be approved administratively by the Village Administrator without further specific action by the Plan Commission and Village Board.

Section VI. Time.

- A. Provided that the Village grants approval to commence within fifteen (15) business days from the request by Developer and following the execution and recording of this Agreement and its Exhibits, Developer shall complete the following aspects of said improvements on the Site for the Project, all in compliance with the requirements of this Agreement, on or before the following dates:
1. Completion of installation of the first lift of asphalt on the public streets serving the Project pursuant to Exhibit E on or before October 31, 2019 unless extended by the Village Board upon recommendation of the DPW Director and Village Engineer.

1.2. Completion of installation of the final lift(s) of asphalt on the public streets serving the Project pursuant to Exhibit E within 14 months of the installation of the first lift of asphalt as indicated in paragraph 1 above unless extended by the Village Board upon recommendation of the DPW Director and Village Engineer.

2.3. Installation of sanitary sewage collection and water distribution systems servicing the Site pursuant to Exhibit E on or before October 31, 2019.

3.4. Completion of storm/surface water drainage facilities servicing the Site as specified in Exhibit E on or before October 31, 2019.

4.5. Completion and recording of the Certified Survey Map and ~~Final~~ Initial Condominium Plat on or before November 15, 2019.

- B. Except as set forth in subsection C below, time is of the essence as to all deadlines set forth in this section. Upon failure of Developer to meet one or more deadlines specified in this section, Village may (but is not required to) complete that aspect of the project and charge Developer 125 percent (125%) of the actual costs incurred by Village in so completing that aspect of the Project. Village may draw upon the security provided in this Agreement for the payment of said charges against Developer.
- C. If delay in completion of any public improvements on the Site described in this Agreement is caused or contributed to by act, omission, misconduct or neglect of the Village or those acting for or under the Village, labor disputes, casualties, acts of God or the public enemy, governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action of public utilities or of local, state or federal governments affecting the work or other causes beyond Developer's reasonable control, then the time of completion of such public improvements shall be extended for the additional time caused by such delay.

Section VII. Payment of Village Fees.

Developer agrees to provide to the Village the following:

1. Developer and Village acknowledge that the Village has caused a needs assessment study to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and facilities. The Parties acknowledge that the ultimate occupants of the Site will likely utilize these Village services and facilities and that the impact fees imposed by Village Ordinances are necessary to pay for the capital costs of the facilities in order to accommodate land development. Accordingly, Developer represents and warrants that it will pay or cause the lot owner to make concurrent payment to the Village impact fees in the then current amount in accordance with the Village Code upon application for building permits.

2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the Village, in cash or check, in the amount of \$50,000 at the time of execution of this Agreement. Developer shall be responsible for actual inspection costs and fees incurred by the Village which shall first be deducted from such deposit.
3. Developer shall, in cash or check, continue to maintain an escrow balance with the Village of Hartland through which the Village will reimburse itself for legal, administrative, engineering and fiscal expenses paid by the Village on behalf of the Project. From time to time during the development process, after said escrow deposit is diminished by expenses incurred or to be incurred by the Village, the Village may require additional funds to be deposited into the escrow, which additional funds shall be paid within 30 days after written demand.
4. Developer acknowledges that sanitary sewer service to individual lots within the Site is subject to payment of both a Connection Charge under Section 86-276 of the Village Code and a Regional Sewer Availability Charge (“RSAC”) under Section 86-277 of the Village Code of Ordinances as those sections and fees may be adjusted from time to time. Developer represents and warrants that it will pay or cause the lot owner of make concurrent payment to the Village the then current Connection Charge and RSAC fee for each of the fifty (50) homesites on the Site upon application for building permits including connection to the sanitary sewer system.
5. Developer acknowledges that a Recapture Agreement is in affect for this Site relating to the construction of water infrastructure by another developer for the benefit of this Site resulting in an amount due upon execution of this agreement of \$192,529. Developer agrees to pay said amount to the Village within 30-days of the execution of this Agreement for remittance to the developer named in the Recapture Agreement. In the alternative, Developer may provide evidence acceptable to the Village Administrator that the full amount due under the Recapture Agreement has been paid directly to the developer named in said Agreement and that no additional amount is due and owing to said developer for this Site and Project.

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

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

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

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

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

- D. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced as the improvements described in the Plat and the plans and specifications set forth on the attached exhibits are completed and approved by the Village Engineer and DPW Director in accordance with the following procedure.
1. From time-to-time during the course of construction, Developer may request the Village Engineer and DPW Director to inspect the construction work completed to that date, and the Village Engineer and DPW Director, as agent of the Village, shall use its best efforts to make such inspection within seven (7) days after the request.
 2. The request to inspect shall be accompanied by a certification prepared by Developer's engineer and stating the work completed, an estimate of the dollar value of the work completed to date of the request and since Developer's engineer's last certification and that the work has been completed in a good and workmanlike manner and in compliance with the Plat and applicable plans and specifications.

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

and in accordance with the applicable Final Plat and applicable plans and specifications, all warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village, including reasonable attorney's fees, engineering fees, consultant fees, or other out-of-pocket expenses incurred in completing the improvements, in releasing liens thereon in paying for work completed prior to default are paid, or other costs incurred as a result of the default of Developer; then any remaining balance shall be paid to Developer, subject to any claim to said funds exerted by any financial institution issuing any letter of credit given as security.

Section IX. Guarantee of Improvements.

- A. **Guarantee.** Developer guarantees that all materials and workmanship furnished by Developer pursuant to this Agreement shall meet or exceed all state, federal and local requirements and specifications and that the public improvements are and will remain in good and sound condition for and during a period of twelve (12) months from the date of final acceptance of dedication by the Village.
- B. **Guarantee Security.** Notwithstanding the following in this section, it is the preference of the Village that security be provided in the form of a letter of credit. Developer shall furnish to the Village, prior to final acceptance of dedication of the public improvements by the Village, guarantee security pursuant to §236.13 (2) (a) 1 of the Wisconsin Statutes consisting, as determined by Developer, of a performance bond or an original, irrevocable letter of credit issued by a federally insured banking institution, the financial condition of which is acceptable to the Village, naming the Village as payee, expiring no sooner than fourteen months from the date of substantial completion of the covered improvements and equaling in the aggregate to ten percent (10%) of the total final cost of the improvements, which guarantee security will be retained by the Village for a period of fourteen (14) months after the substantial completion of the improvements as initial security for Developer's guarantee that the workmanship and materials furnished meet or exceed all state, federal and local requirements and specifications, and that the improvements are and will remain in good and sound condition for and during the twelve-month period from and after their acceptance. Separate bonds or letters of credit may be utilized because the time frame for the acceptance of each type of improvement may be different.
- C. **Obligation to Repair.** Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of Developer's guarantee and shall leave the improvements in good and sound condition, satisfactory to the Village and Village Engineer and DPW Director at the expiration of the guarantee period; provided, however, Developer's obligation to repair shall not extend to repairs necessitated by or related to any act, omission, neglect or misconduct of the Village, its agents, employees or contractors (and the guarantee security may not be drawn against in such instances).

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

Section X. Method of Improvement.

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

Section XI. Zoning.

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

Section XII. Indemnification and Insurance.

A. Indemnification.

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

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

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

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

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

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

Section XIII. Agreement for Benefit of Purchasers.

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

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

Section XIV. General Conditions and Regulations.

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

Section XV. Assignment.

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

Section XVI. Amendments.

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

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

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

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

Section XVIII. Miscellaneous Provisions

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

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

[SIGNATURES FOLLOW]

OVERLOOK TRAILS, LLC

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

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

Attest: _____
Darlene Igl
Village Clerk

[NOTARY STATEMENTS FOLLOW]

SCHEDULE OF EXHIBITS

Exhibit A Legal Description

Exhibit B Site Plan

Exhibit C Zoning

Exhibit D ~~Proposed~~Preliminary Condominium Plat

Exhibit E Plans and Specifications

Exhibit F Public Utilities Easement

Exhibit G Storm Water Management Facility Maintenance Agreement

Exhibit GH Temporary Access Easement

Exhibit HJ Phase I Evaluation

Exhibit IJ Public Access Easement

Exhibit JK Permanent Access/Maintenance Easement

Exhibit KL Subdivision Declarations

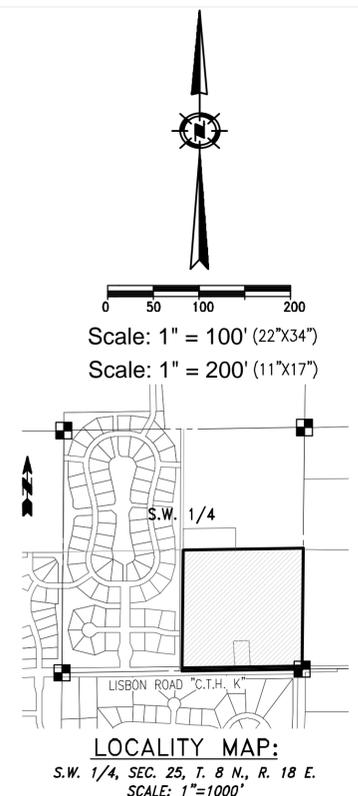
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NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR 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.

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE. CALL DIGGERS HOTLINE 1-800-242-8511

| PARKING SUMMARY | |
|-----------------|--|
| GARAGE | = 2/UNIT = 100 SPACES |
| DRIVEWAY | = 2/UNIT = 100 SPACES + GUEST SPACES = 33 SPACES |
| TOTAL | = 233 SPACE (4.6 SPACES/UNITS) |



| DATA SUMMARY TABLE | |
|--|---------------|
| 50 Condominium Units | |
| Total Area (Including R.O.W.) | = 39.81 acres |
| Future CTH "KE" Area | = 1.51 acres |
| Future CTH "K" Area | = 0.27 acres |
| Total Project Area = 38.03 acres | |
| Existing INRA Area | = 14.37 acres |
| South INRA to be removed | = -1.52 acres |
| Proposed INRA Area | = 12.85 acres |
| Net Density = (50/38.03) = 1.32 units/ac | |
| Total Road Length = 3,700 l.f. | |
| Development Summary | |
| Proposed Zoning: | RS-1 PUD |
| Village of Hartland | |
| "Clustered Conservancy Community" | |
| 50 - Single Family Condominiums | |
| Common Area = 23 acres | |
| Outdoor Amenity Areas, Walking Trails, Landscape Buffers & Open Space | |
| Setbacks: | |
| Interior Public Road Setbacks (Minimum) = 45' to Centerline (15' to ROW) | |
| 25' to curb at cul-de-sacs (15' to ROW) | |
| Min Lisbon Rd Setback | = 100' |
| Future CTH KE Setback | = 100' |
| Min Bldg - Bldg Setback | = 25' |
| Min Rear Yard Setback | = 25' |
| Min INRA Setback | = 10' |

ISOLATED NATURAL RESOURCE AREA NOTE:
Isolated Natural Resource Area boundary shown hereon was delineated by Wetland & Waterway Consulting (Dave Meyer) on 7/22/18 and field surveyed by Trio Engineering, LLC in August, 2018.

HORIZONTAL DATUM PLANE:
All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the S.W. 1/4 of Section 25, Town 8 North, Range 18 East, bears North 89°09'28" East.

VERTICAL DATUM PLANE:
All elevations are referenced to the National Geodetic Vertical Datum of 1929 via a ground survey by Trio Engineering, LLC, and Waukesha County GIS topographic data.

DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
12660 W. NORTH AVENUE, BLDG D
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481



PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

| REVISION HISTORY | |
|------------------|-----------------------|
| DATE | DESCRIPTION |
| 08/27/18 | PRELIMINARY SUBMITTAL |
| 11/19/18 | PUBLIC STREETS |
| 11/27/18 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
MARCH 19, 2019

JOB NUMBER:
17005

DESCRIPTION:
OVERALL
PROPOSED
SITE PLAN

SHEET
C1.1

PRELIMINARY CONDOMINIUM PLAT OF THE GLEN AT OVERLOOK TRAILS

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

DATA SUMMARY TABLE

| 50 Condominium Units | Development Summary |
|--|--|
| Total Area = 39.81 acres (Including R.O.W.) | Proposed Zoning: RS-1 (PUD) Village of Hartland "Clustered Conservancy Community" |
| Future CTH "KE" R.O.W. = 1.51 acres | 50 - Single Family Condominiums |
| Proposed CTH "K" R.O.W. = 0.27 acres | Common Area = 22.9 acres Outdoor Amenity Areas, Walking Trails, Landscape Buffers & Open Space |
| Total Project Area = 38.03 acres | Setbacks: |
| Existing INRA Area = 12.85 acres (Per SEWRPC 2010 GIS Data. Excludes 1.52 acre area south of SEWRPC INRA boundary flagged by Meyer 2018) | - Internal Public Road Setback = 15' Front Setback (45' to Centerline) 25' to back of curb at cul-de-sacs |
| Net Density = (50/38.03) = 1.32 units/ac | - Min Lisbon Rd Setback = 100' |
| Total Road Length = 3,700 l.f. | - Future CTH KE Setback = 100' |
| | - Min Bldg - Bldg Setback = 25' |
| | - Min Rear Yard Setback = 25' |
| | - INRA Bldg Setback = 10' |

PARKING SUMMARY

| | |
|--------------|--|
| GARAGE | = 2/UNIT = 100 SPACES |
| DRIVEWAY | = 2/UNIT = 100 SPACES + GUEST SPACES |
| SPACES | = 33 SPACES |
| TOTAL | = 233 SPACES (4.66 SPACES/UNIT) |



12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 25, TOWN 8 NORTH, RANGE 18 EAST, BEARS N89°09'28"E.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.

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.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

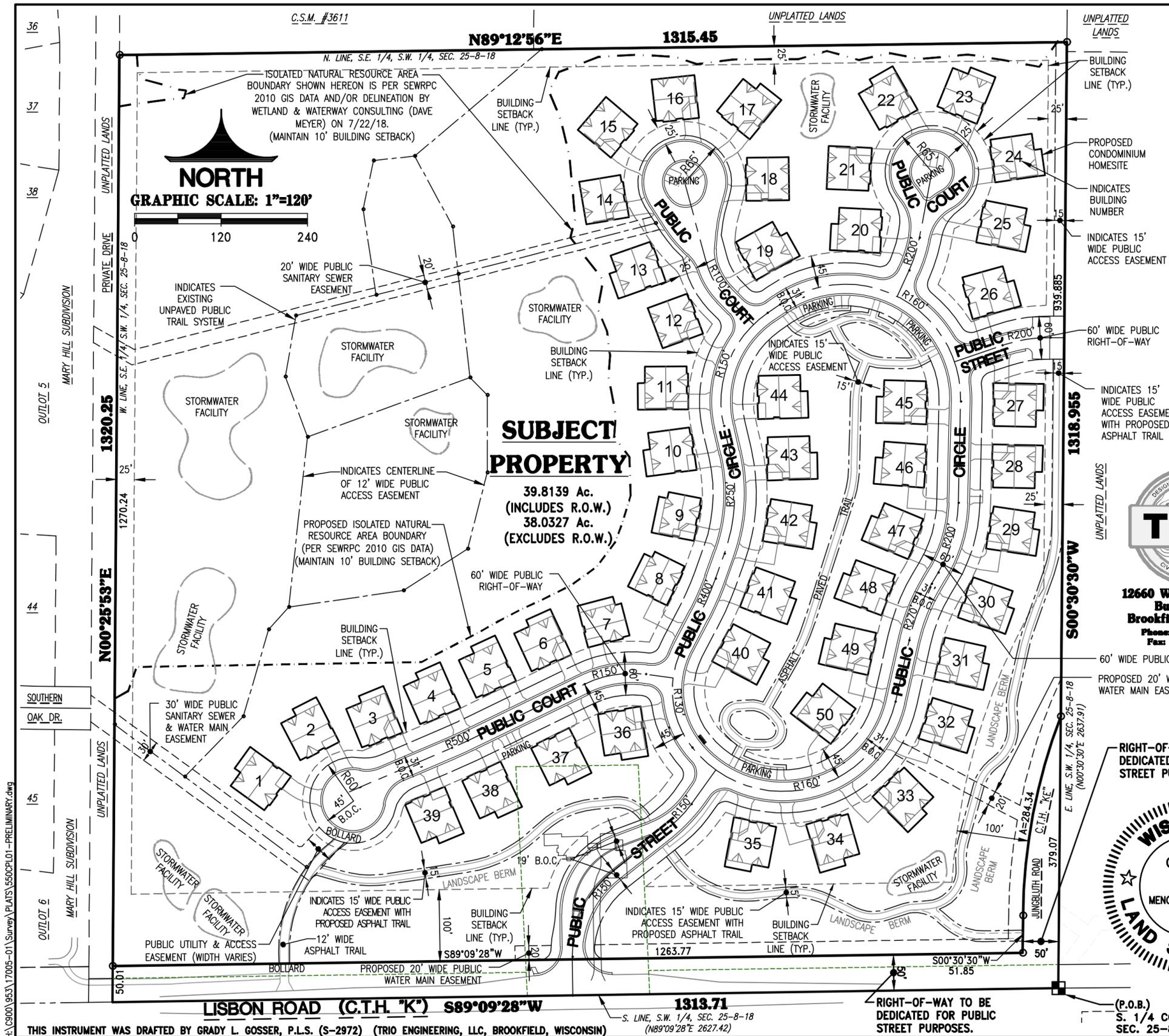
This Condominium Plat is a correct representation of "THE GLEN AT OVERLOOK TRAILS" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 28th day of FEBRUARY, 2019.

Grady L. Gosser
Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

DATE: 3/19/19

PAGE 1 OF 1



GENERAL NOTES

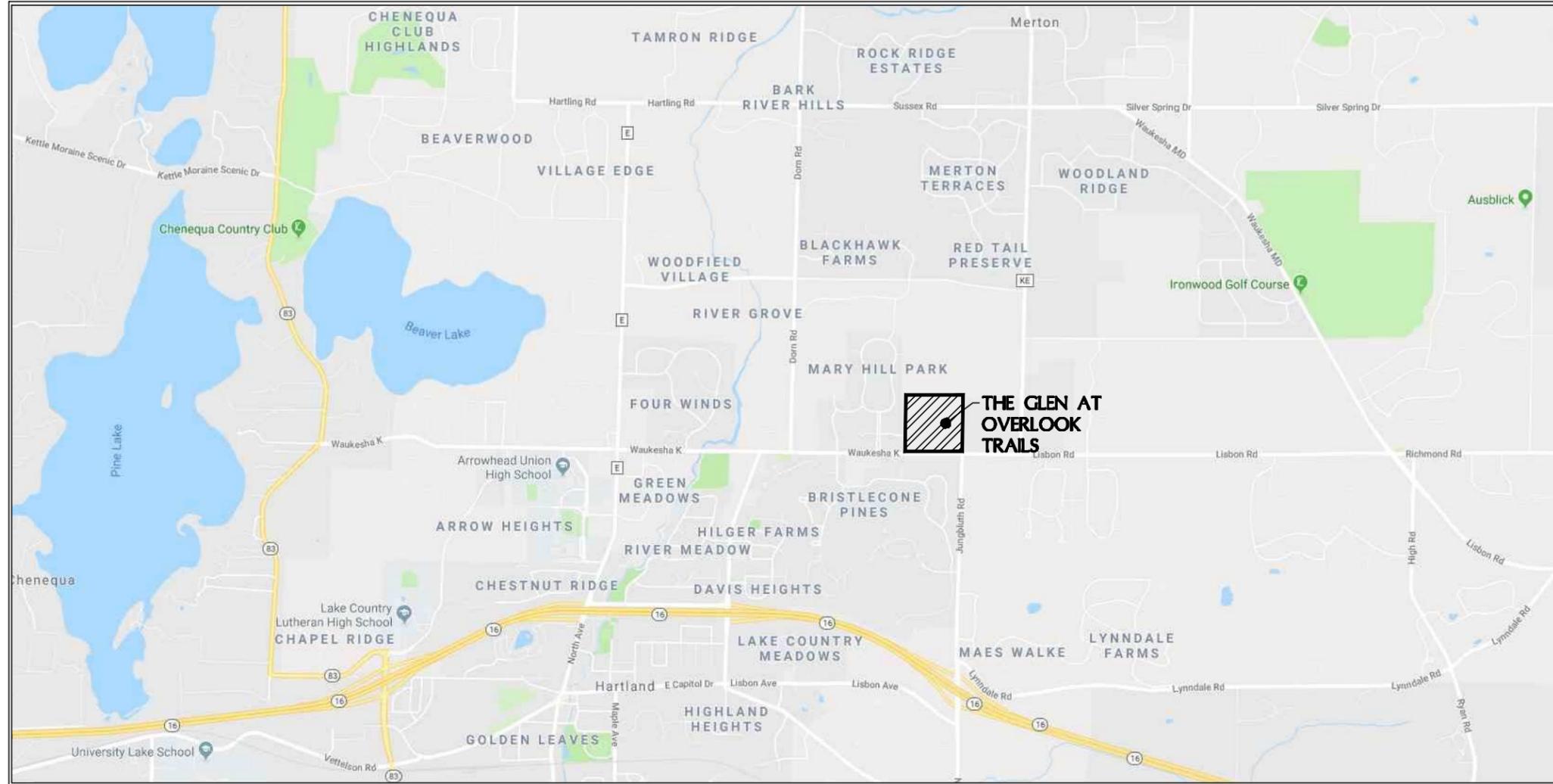
1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
 -STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
 -THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
 -WDR STORMWATER RUNOFF TECHNICAL STANDARDS
 -WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
 -VILLAGE OF HARTLAND DEVELOPMENT STANDARDS, LATEST EDITION.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY AND MAINTAIN ALL EROSION CONTROL MEASURES.

THE GLEN AT OVERLOOK TRAILS

SINGLE FAMILY CONDO DEVELOPMENT

SITE DEVELOPMENT PLANS

VILLAGE OF HARTLAND, WISCONSIN



LOCATION MAP
NOT TO SCALE

DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-8324

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
12660 W. NORTH AVENUE, BLDG D
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

VILLAGE DPW:
MICHAEL EINWECK, PE
210 COTTONWOOD AVE,
HARTLAND, WI 53209
PHONE: (262) 367-4880
EMAIL: MIKEE@VILLAGEOFHARTLAND.COM

SHEET INDEX

| CIVIL | |
|-----------|---|
| T1 | - COVER SHEET |
| C1.0 | - OVERALL EXISTING SITE PLAN |
| C1.1 | - OVERALL PROPOSED SITE PLAN |
| C1.2 | - LIGHTING & SIGNAGE PLAN |
| C2.0 | - OVERALL GRADING PLAN |
| C2.1-C2.2 | - PROPOSED GRADING PLANS |
| C2.3-C2.8 | - PROPOSED POND PLANS & DETAILS |
| C3.0 | - EROSION CONTROL PLAN |
| C4.0 | - SANITARY SEWER & WATER MAIN SYSTEM PLAN |
| C4.1-C4.7 | - SANITARY SEWER & WATER MAIN PLAN & PROFILES |
| C5.0 | - STORM SEWER SYSTEM PLAN |
| C5.1-C5.5 | - ROADWAY & STORM SEWER PLAN & PROFILES |
| C5.6-C5.9 | - STORM SEWER PLAN & PROFILES |
| C6.0-C6.2 | - CUL-DE-SAC & INTERSECTION DETAILS |
| C7.0 | - CONSTRUCTION NOTES & DETAILS |



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PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
COVER SHEET

SHEET

T1

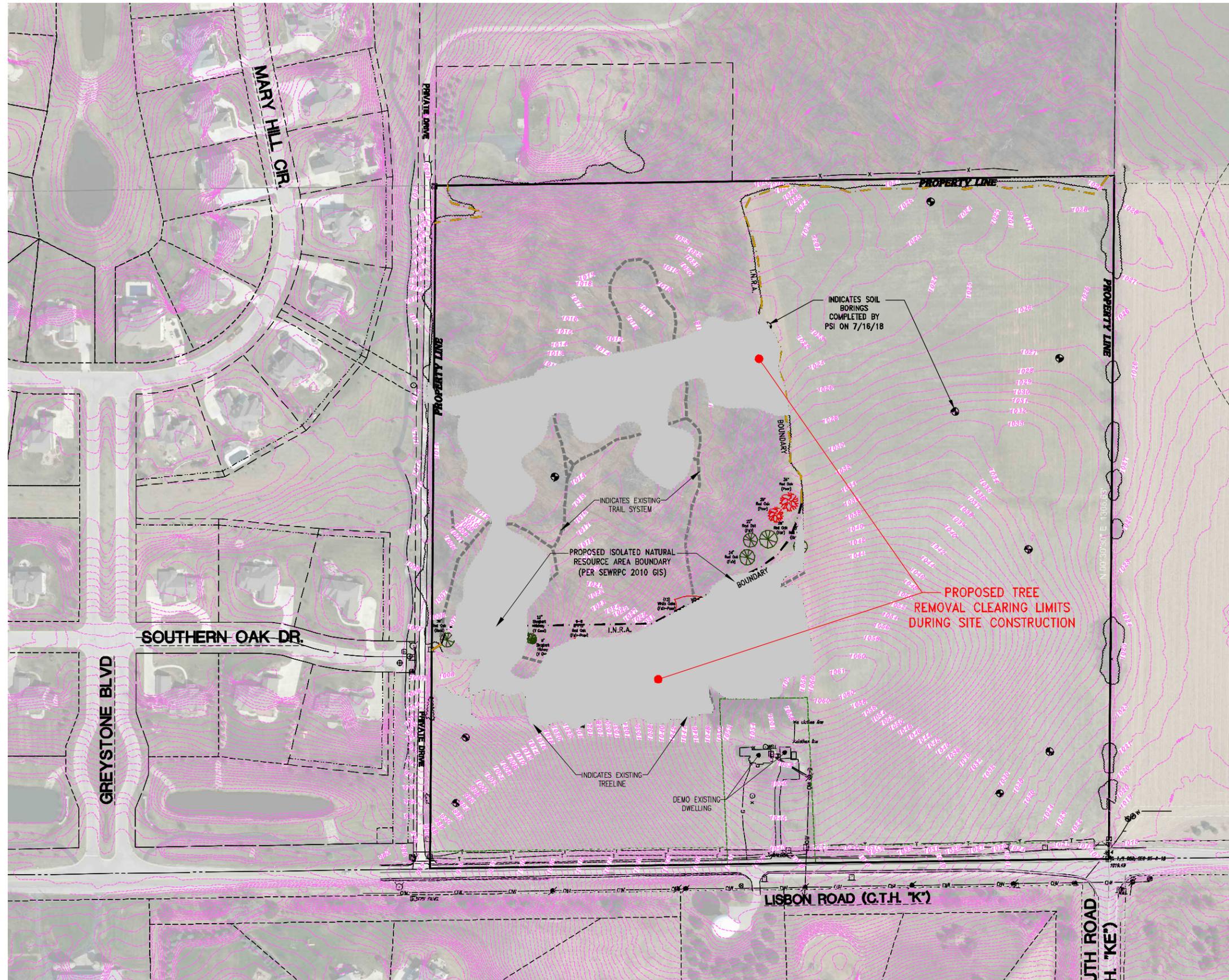
HX\C900\953\17005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL_COVER & DETAILS.DWG



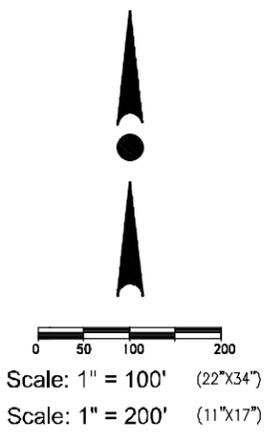
CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
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H:\C9000\953\X7005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL_SITE_PLANDWG



| Tree Survey Legend | | | | | |
|---|---|---|---|---|--|
|  | 19" - DBH Wh Oak (Poor) - Condition | Indicates existing tree in poor or dead condition |  | 24" - DBH Wh Oak (V Good) - Condition | Indicates existing tree in Fair, Good or Very Good condition |



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PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

| REVISION HISTORY | |
|------------------|-----------------------|
| DATE | DESCRIPTION |
| 08/27/18 | PRELIMINARY SUBMITTAL |
| 11/16/18 | PUBLIC STREETS |
| 11/27/18 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
 FEBRUARY 28, 2019

JOB NUMBER:
 17005

DESCRIPTION:
 EXISTING
 SITE & DEMO
 PLAN

SHEET
C1.0



R1-1
30" X 30"

STOP SIGN
NOT TO SCALE



R2-1
24" X 30"

SPEED LIMIT SIGN
NOT TO SCALE



W14-2
30" X 30"

NO OUTLET SIGN
NOT TO SCALE



W11-2
30" X 30"



WF16-7L
24" X 12"

CROSS WALK SIGNS
NOT TO SCALE



LEGEND

| | |
|--|--------------------------|
| | WE ENERGIES STREET LIGHT |
| | FRONT YARD LAMP POST |



Edgewater Collection Black 27" High
Outdoor Post Light - Style # 99084

LIGHTING NOTE

EACH OWNER IS REQUIRED TO PURCHASE, INSTALL AND ENERGIZE A FRONT YARD LAMPPOST IN A STYLE AND FROM A MANUFACTURER APPROVED BY THE ACC FROM TIME TO TIME. THE LAMPPOST SHALL BE PURCHASED AND INSTALLED BY OWNER, OR OWNER'S CONTRACTOR, AND SHALL BE OPERATIONAL BEFORE OCCUPANCY. EACH LAMPPOST SHALL BE FITTED WITH A PHOTOCELL THAT AUTOMATICALLY ENERGIZES THE LAMPS AT DUSK AND DE-ENERGIZED THE LAMPS AT DAWN AND SHALL BE FITTED WITH LED LAMP TYPES AS SPECIFIED BY THE MANUFACTURER OR AS DESIGNATED BY THE ACC. OWNER SHALL MAINTAIN THE LAMPPOST IN OPERATIONAL CONDITION AND SHALL NOT TAMPER WITH SUCH LANTERN CONTROLS. EACH LAMPPOST MUST BE LOCATED TEN FEET (10') FROM THE RIGHT-OF-WAY AND FIVE FEET (5') FROM THE DRIVEWAY, ON THE FRONT DOOR SIDE OF THE DRIVEWAY.



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PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24-025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

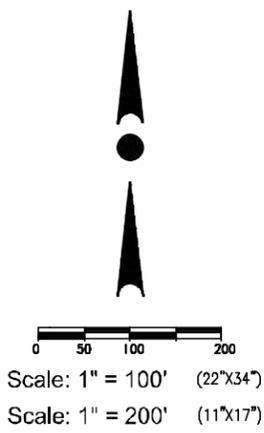
DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
LIGHTING &
SIGNAGE PLAN

SHEET

C1.2



H:\C900\953\17005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL_LIGHTING.DWG



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE. **CALL DIGGERS HOTLINE 1-800-242-8511**

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H:\C900\953\17005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL GRADING.DWG



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 EMAIL: jpuudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
 N27W24-025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

| REVISION HISTORY | |
|------------------|-----------------------|
| DATE | DESCRIPTION |
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

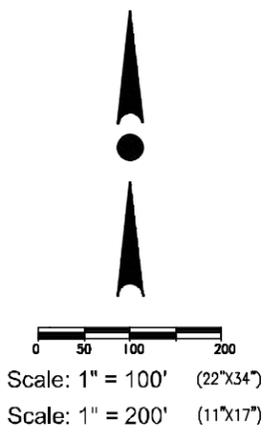
DATE:
 FEBRUARY 28, 2019

JOB NUMBER:
 17005

DESCRIPTION:
 OVERALL
 GRADING
 PLAN

SHEET

C2.0





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PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24-025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

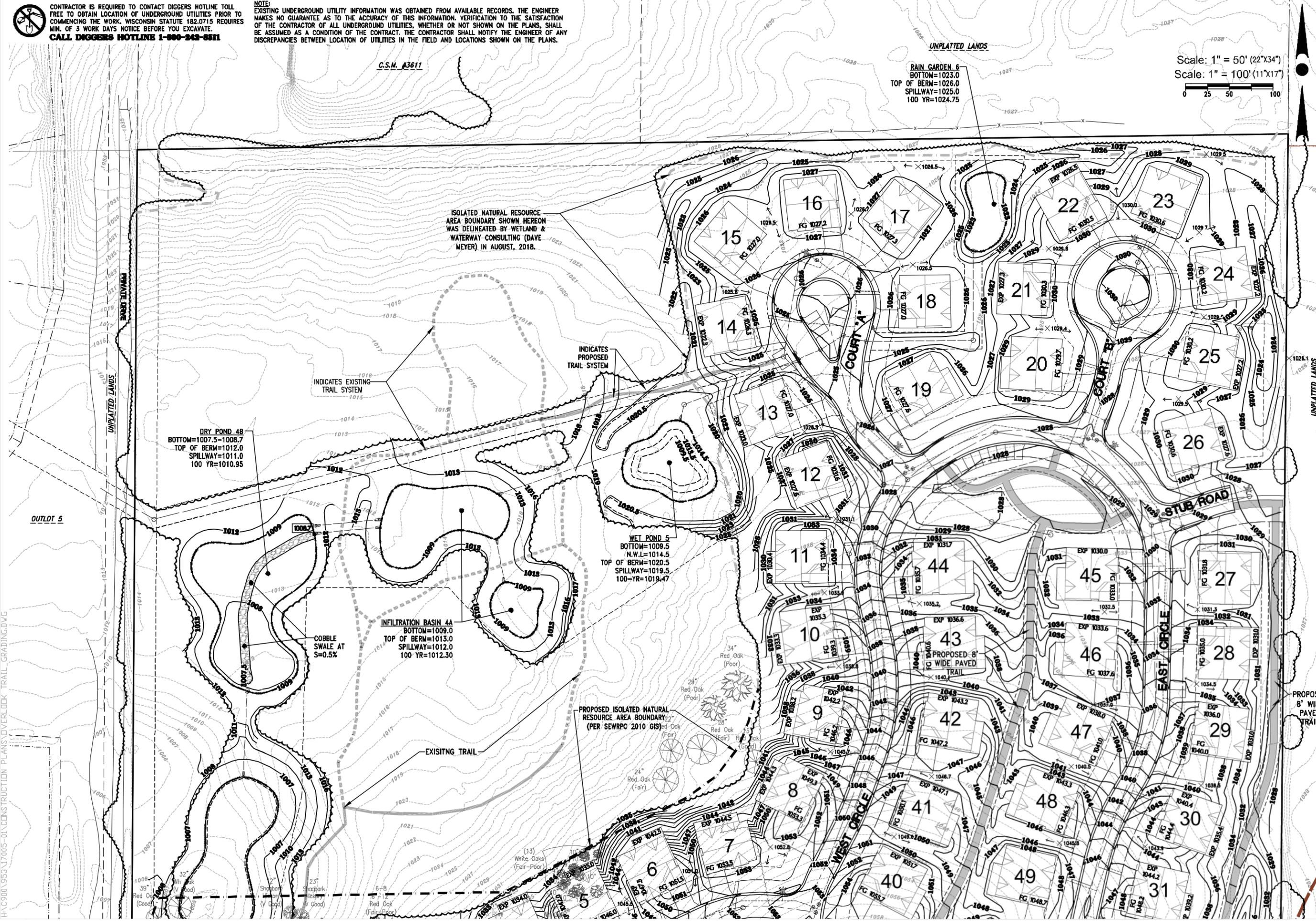
| DATE | DESCRIPTION |
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| 11/16/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
GRADING PLAN
NORTH

SHEET
C2.1



HX-C9001-953-V17005-01-CONSTRUCTION PLANS/OVERLOOK TRAIL GRADING.DWG



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PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24-025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

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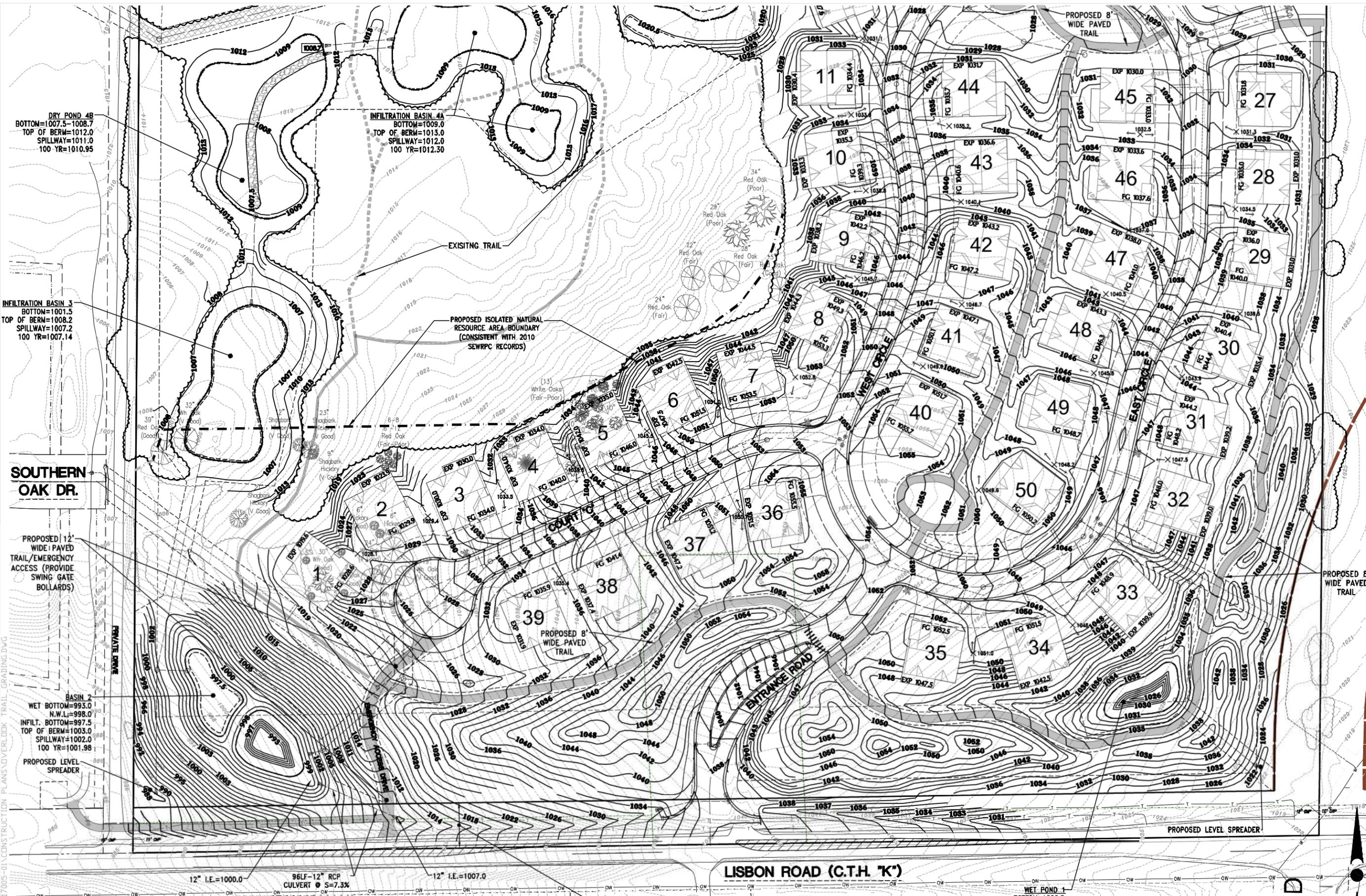
DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
GRADING PLAN
SOUTH

SHEET

C2.2



DRY POND 4B
BOTTOM=1007.5-1008.7
TOP OF BERM=1012.0
SPILLWAY=1011.0
100 YR=1010.95

INFILTRATION BASIN 4A
BOTTOM=1009.0
TOP OF BERM=1013.0
SPILLWAY=1012.0
100 YR=1012.30

INFILTRATION BASIN 3
BOTTOM=1001.5
TOP OF BERM=1008.2
SPILLWAY=1007.2
100 YR=1007.14

SOUTHERN
OAK DR.

PROPOSED 12'
WIDE PAVED
TRAIL/EMERGENCY
ACCESS (PROVIDE
SWING GATE
BOLLARDS)

BASIN 2
WET BOTTOM=993.0
N.W.L.=998.0
INFILT. BOTTOM=997.5
TOP OF BERM=1003.0
SPILLWAY=1002.0
100 YR=1001.98
PROPOSED LEVEL
SPREADER

12" I.E.=1000.0 96LF-12" RCP
CULVERT @ S=7.3% 12" I.E.=1007.0

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CALL DIGGERS HOTLINE 1-800-243-8511

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PROPOSED 50'
RIGHT-OF-WAY TO BE
DEDICATED FOR PUBLIC
STREET PURPOSES.

WET POND 1
BOTTOM=1026.0
N.W.L.=1031.0
TOP OF BERM=1035.0
SPILLWAY=1034.5
100 YR=1034.10

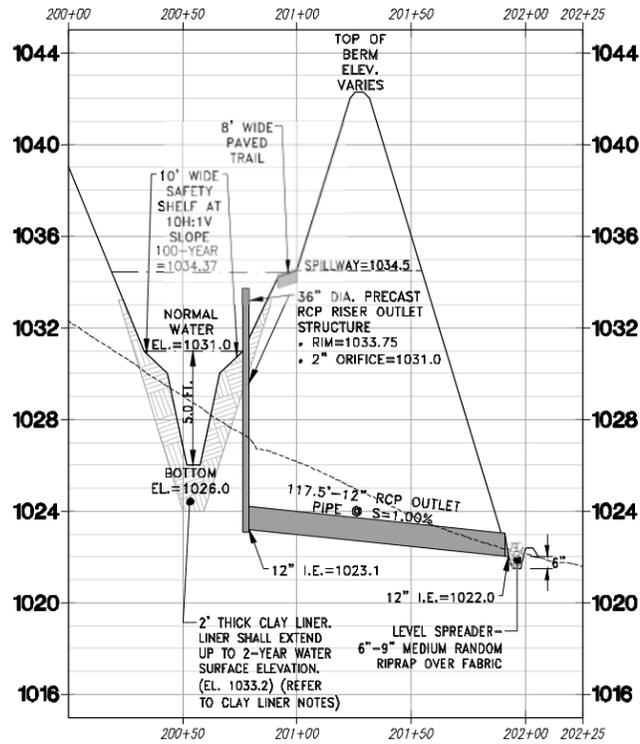
Scale: 1" = 50' (22"x34")
Scale: 1" = 100' (11"x17")
0 25 50 100

H:\C9000\953\X7\005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL GRADING.DWG

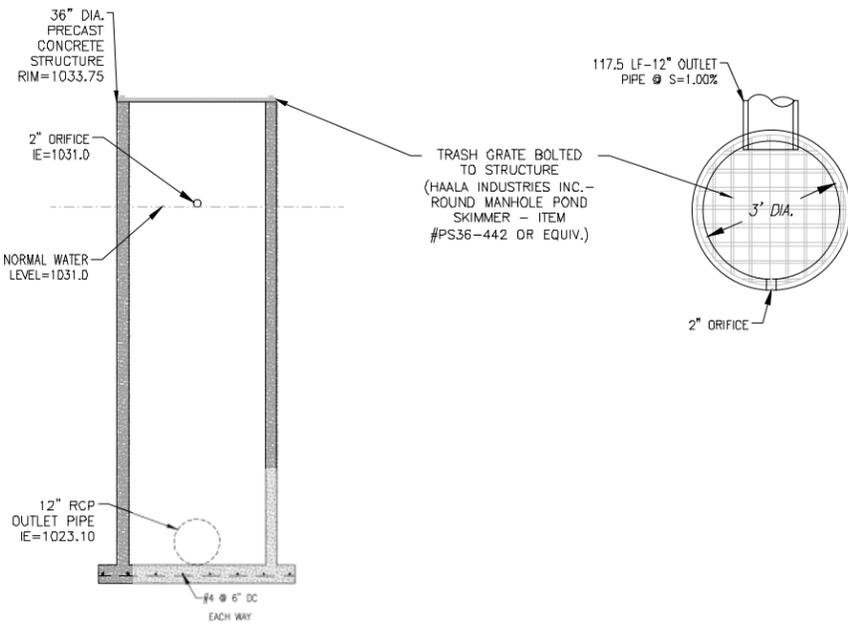


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PROPOSED WET POND 1
 "TOP"-1035.0
 10' SPILLWAY-1034.5
 N.W.L.-1031.0
 BOTTOM-1026.0
 1 YR. W.S.E.-1032.79
 2 YR. W.S.E.-1033.13
 10 YR. W.S.E.-1033.84
 100 YR. W.S.E.-1034.37

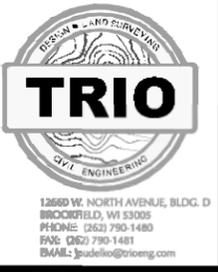
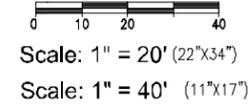


WET POND 1 OUTLET STRUCTURE
 NOT TO SCALE



CLAY LINER NOTE:
 -2" THICK CLAY LINER IN ACCORDANCE WITH WDMR TECH. STD. 1001 TYPE B, AND SOILS REPORT.
 -CLAY LINER MATERIALS SHOULD BE COMPACTED TO A MINIMUM OF 90 TO 92% DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR (ASTM D1557)
 -IF PREDOMINANTLY GRANULAR TEXTURE SOILS AND/OR GROUNDWATER INFLOW IS ENCOUNTERED AT OR BELOW THE BOTTOM ELEVATION OF THE POND, A "SACRIFICIAL" LIFT OF CLAYEY FILL MAY BE REQUIRED TO BE PLACED ALONG THE SIDEWALLS AND BASE PRIOR TO COMMENCING WITH ACTUAL LINER PLACEMENT/CONSTRUCTION TO AID IN ATTAINING A SATISFACTORILY COMPACTED LINER SECTION. THE PLACEMENT OF A "SACRIFICIAL" LAYER IS PARTICULARLY BENEFICIAL IN CREATING A STABLE SUBBASE IN THE EVENT SLIGHT GROUNDWATER SEEPAGE OCCURS.
 - GEOTECHNICAL TESTING SHALL BE PERFORMED ON POTENTIAL CLAY LINER MATERIAL TO CONFIRM THAT SPECIFICATIONS ARE MET.
 -CLAY LINER SHALL EXTEND UP TO 2-YEAR WATER SURFACE ELEVATION. (EL. 1033.21)

TWO-PIECE ANTI-SEEP COLLAR NOTES:
 - ANTI-SEEP COLLAR MATERIAL SHALL MATCH OUTLET PIPE MATERIAL.
 - ANTI-SEEP COLLARS SHALL BE 1/4" POLYETHYLENE SHEETS WITH COLLAR FOR PIPE; DIMENSIONS SHALL BE AS NOTED ON THE DETAIL.
 - INSTALL ANTI-SEEP COLLARS PER MANUFACTURER SPECIFICATIONS.



PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
 BY: NEUMANN DEVELOPMENTS, INC.
 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/16/16 | PUBLIC STREETS |
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DATE:
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JOB NUMBER:
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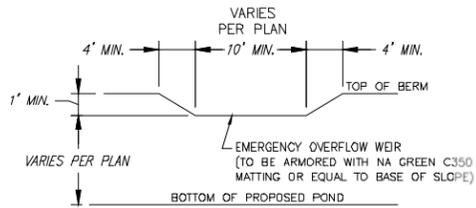
DESCRIPTION:
 WET POND 1
 PLAN & DETAIL

SHEET
 C2.3

H:\C900\953\17005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL_POND PLANS.DWG

INFILTRATION BASIN CONSTRUCTION NOTES

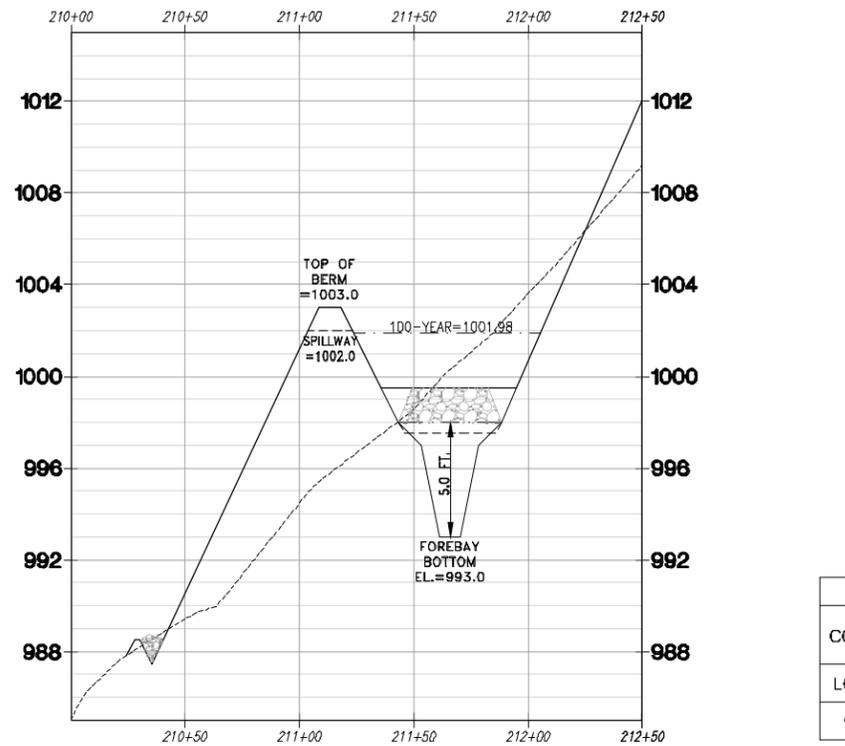
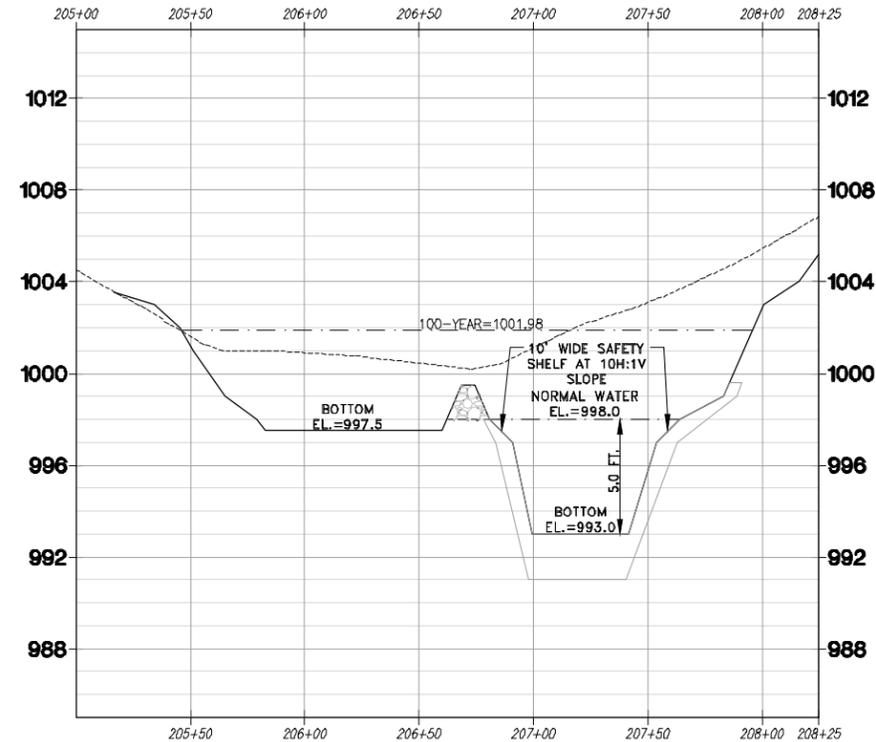
1. THE PERMANENT INFILTRATION BASIN SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION PROJECT.
2. ONCE CONSTRUCTION OF A PERMANENT INFILTRATION BASIN BEGINS, THE INFILTRATION BASIN BOTTOM SHALL BE CORDONED OFF OR SOMEHOW DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
3. TOPSOIL & OVERBURDEN SHALL BE OVER-EXCAVATED AS NECESSARY TO EXPOSE SANDY SOILS SUITABLE FOR STORMWATER INFILTRATION, AS VERIFIED BY THE GEOTECHNICAL ENGINEER.
 - 3.1. A POST CONSTRUCTION INFILTRATION TEST IS REQUIRED FOR EACH INFILTRATION BASIN, WITH RESULTS PROVIDED TO THE PABST FARMS JOINT STORMWATER DISTRICT.
4. BASIN CONSTRUCTION SHALL BE SUSPENDED IN PERIODS OF RAINFALL AND SNOWMELT AND SHALL REMAIN SUSPENDED IF PONDED WATER IS PRESENT.
5. REFER TO THE LANDSCAPE PLAN FOR FINAL SPECIFICATIONS AND INFORMATION FOR INFILTRATION BASIN PLANTINGS, STABILIZATION, ETC. ANY INFORMATION SHOWN ON THE SITE CML PLANS RELATED TO PLANTINGS/EXPOSED SOILS/INFILTRATION ZONES/ETC SHALL BE SUPERCEDED BY THE LANDSCAPE PLAN. FINAL LANDSCAPING MAY NOT OCCUR UNTIL THE FOLLOWING CONSTRUCTION SEASON (ONCE THE TRIBUTARY AREA IS STABILIZED).
6. DURING CONSTRUCTION, INFILTRATION BASIN MAY REQUIRE PERIODIC REMOVAL OF SEDIMENT ACCUMULATED IN THE BOTTOM OF THE BASIN. THIS IS NECESSARY TO KEEP THE INFILTRATION BASINS INFILTRATING AT A HIGHER RATE. IMPORTANT TO THIS SITE THAT IS REQUIRED TO INFILTRATE 100% OF ALL RUNOFF. SEDIMENT REMOVED FROM BASIN BOTTOMS SHALL BE PLACED IN AN AREA UPSLOPE OF A WET FOREBAY.
7. STRAW WATTLE IS PROPOSED TO BE INSTALLED ACROSS THE BASIN BOTTOM TO ISOLATE THE HEAVIEST SEDIMENT ACCUMULATION IN AREAS CLOSEST TO THE WET POND, MAKING PERIODIC MAINTENANCE MORE CONVENIENT.
8. REFER TO THE STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION MAINTENANCE ACTIVITIES, INCLUDING MAINTENANCE OF THE INFILTRATION BASINS.



TYPICAL EMERGENCY OVERFLOW WEIR DETAIL

NOT TO SCALE

NOTE GRADES FOR TOP OF BERM, OVERFLOW SPILLWAY, AND BOTTOM OF POND SHALL BE PER PLAN.



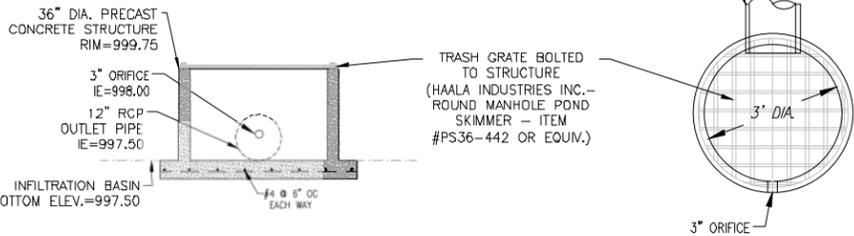
PROPOSED INFILTRATION BASIN 2
 BOTTOM - 997.5
 TOP - 1003.0
 20' SPILLWAY - 1002.0

PROPOSED BASIN 2
 1 YR. W.S.E.-999.36
 2 YR. W.S.E.-999.71
 10 YR. W.S.E.-1000.15
 100 YR. W.S.E.-1001.98

N.A. GREEN C350 TRM
 EROSION MATTING
 REQUIRED EMERGENCY
 SPILLWAY
 (OR APPROVED EQUAL)

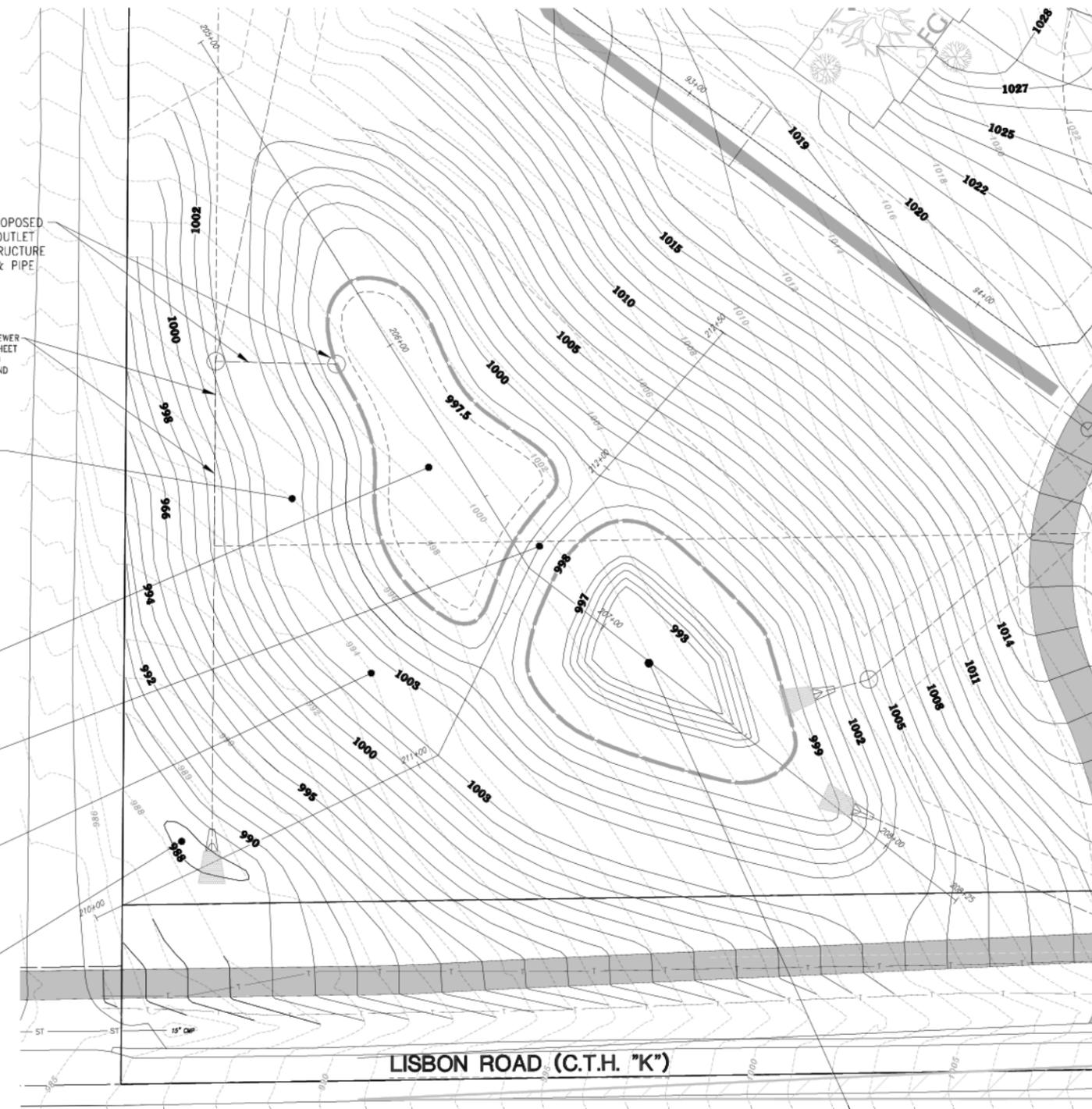
| ENGINEERED SOIL MIX: | |
|----------------------|---------------------------|
| COMPONENT | % COMPOSITION (BY VOLUME) |
| LOCAL SAND | 70% |
| COMPOST | 30% |

BASIN 2 OUTLET STRUCTURE
 NOT TO SCALE



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CALL DIGGERS HOTLINE 1-800-242-8511

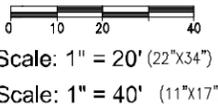
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CLAY LINER NOTE:
 - 2" THICK CLAY LINER IN ACCORDANCE WITH WDNR TECH. STD 1001 TYPE B, AND SOILS REPORT
 - CLAY LINER MATERIALS SHOULD BE COMPACTED TO A MINIMUM OF 90 TO 92% DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR (ASTM D1557)
 - IF PREDOMINANTLY GRANULAR TEXTURE SOILS AND/OR GROUNDWATER INFLOW IS ENCOUNTERED AT OR BELOW THE BOTTOM ELEVATION OF THE POND, A "SACRIFICIAL" LIFT OF CLAYEY FILL MAY BE REQUIRED TO BE PLACED ALONG THE SIDEWALLS AND BASE PRIOR TO COMMENCING WITH ACTUAL LINER PLACEMENT/CONSTRUCTION TO AID IN ATTAINING A SATISFACTORILY COMPACTED LINER SECTION
 - THE PLACEMENT OF A "SACRIFICIAL" LAYER IS PARTICULARLY BENEFICIAL IN CREATING A STABLE SUBBASE IN THE EVENT SLIGHT GROUNDWATER SEEPAGE OCCURS.
 - GEOTECHNICAL TESTING SHALL BE PERFORMED ON POTENTIAL CLAY LINER MATERIAL TO CONFIRM THAT SPECIFICATIONS ARE MET.
 - CLAY LINER SHALL EXTEND UP TO 2-YEAR WATER SURFACE ELEVATION. (EL. 999.58)

TWO-PIECE ANTI-SEEP COLLAR NOTES:
 - ANTI-SEEP COLLAR MATERIAL SHALL MATCH OUTLET PIPE MATERIAL.
 - ANTI-SEEP COLLARS SHALL BE 1/4" POLYETHYLENE SHEETS WITH COLLAR FOR PIPE. DIMENSIONS SHALL BE AS NOTED ON THE DETAIL.
 - INSTALL ANTI-SEEP COLLARS PER MANUFACTURER SPECIFICATIONS.

PROPOSED WET FOREBAY 2
 N.W.L. - 998.0
 BOTTOM - 993.0
 TOP - 1003.0
 SPILLWAY - 999.5



12650 W. NORTH AVENUE, BLDG. D
 BROOKFIELD, WI 53005
 PHONE: (262) 790-1480
 FAX: (262) 790-1481
 EMAIL: jpudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
 BY: NEUMANN DEVELOPMENTS, INC.
 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/18 | PRELIMINARY SUBMITTAL |
| 11/19/18 | PUBLIC STREETS |
| 11/27/18 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
 FEBRUARY 28, 2019

JOB NUMBER:
 17005

DESCRIPTION:
 BASIN 2
 PLAN & DETAIL

SHEET

C2.4

H:\C900\953\17005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL_POND_PLANS.DWG

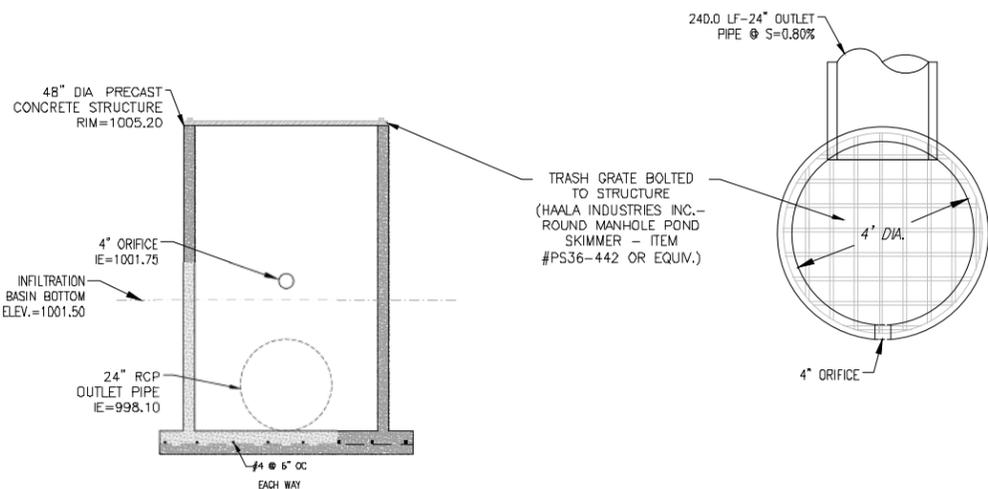
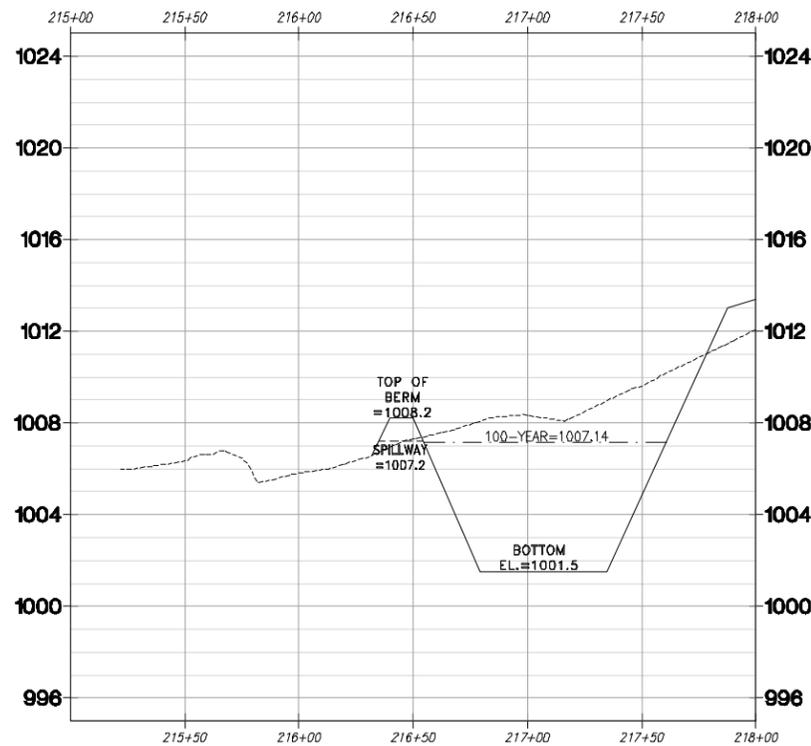


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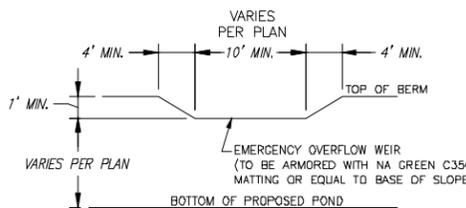
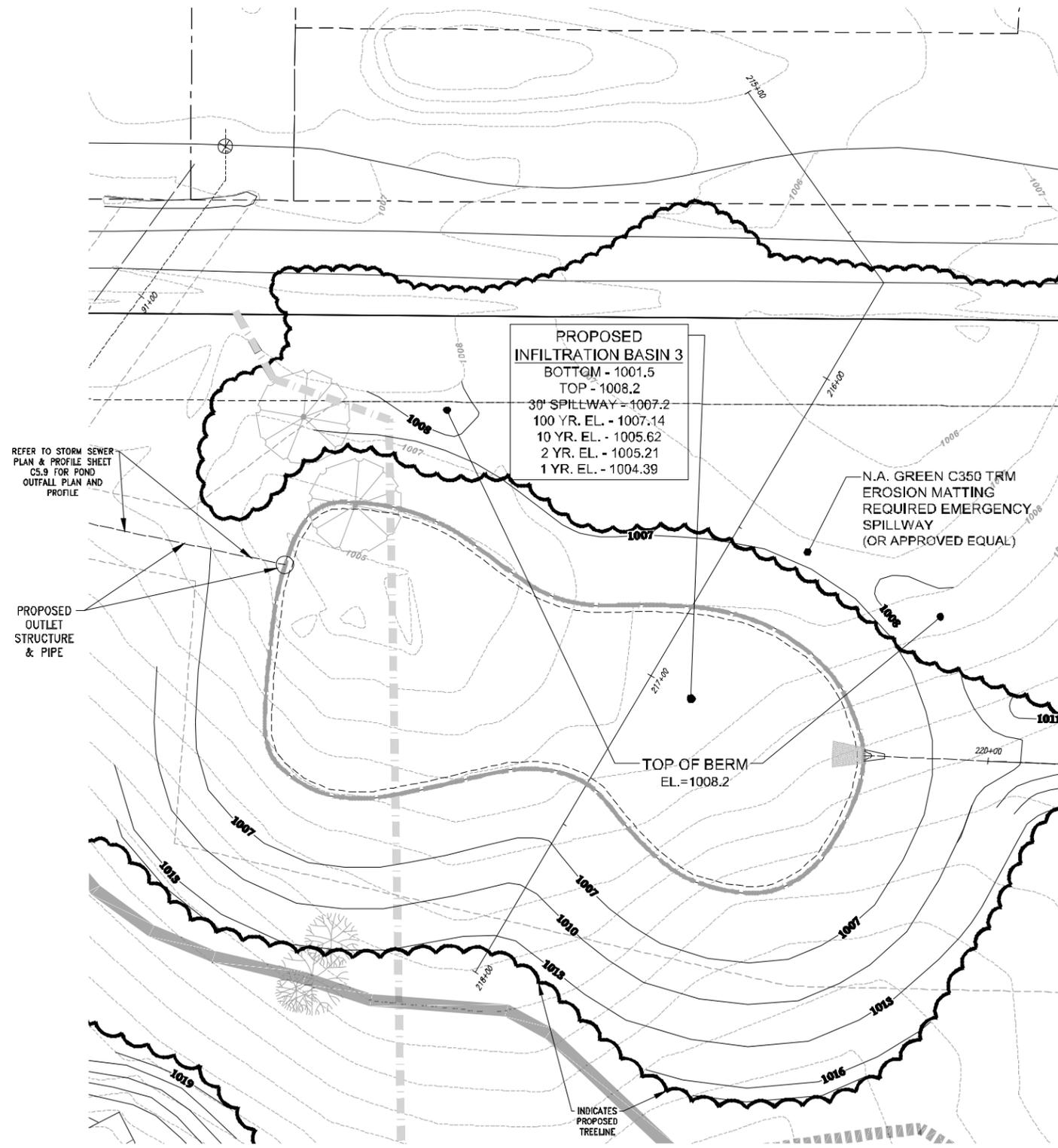
INFILTRATION BASIN CONSTRUCTION NOTES

1. THE PERMANENT INFILTRATION BASIN SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION PROJECT.
2. ONCE CONSTRUCTION OF A PERMANENT INFILTRATION BASIN BEGINS, THE INFILTRATION BASIN BOTTOM SHALL BE CORDONED OFF OR SOMEHOW DESIGNATED AS BEING PROTECTED FROM COMPACTION FROM HEAVY EQUIPMENT.
3. TOPSOIL & OVERBURDEN SHALL BE OVER-EXCAVATED AS NECESSARY TO EXPOSE SANDY SOILS SUITABLE FOR STORMWATER INFILTRATION, AS VERIFIED BY THE GEOTECHNICAL ENGINEER.
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INFILTRATION BASIN 3 OUTLET STRUCTURE

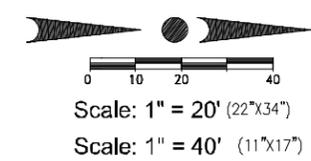
NOT TO SCALE



TYPICAL EMERGENCY OVERFLOW WEIR DETAIL
NOT TO SCALE
NOTE: GRADES FOR TOP OF BERM, OVERFLOW SPILLWAY, AND BOTTOM OF POND SHALL BE PER PLAN.

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

TWO-PIECE ANTI-SEEP COLLAR NOTES:
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PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

| REVISION HISTORY | |
|------------------|-----------------------|
| DATE | DESCRIPTION |
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
INFILTRATION
BASIN 3
PLAN & DETAIL

SHEET

C2.5

H:\C900\953\17005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL_POND PLANS.DWG

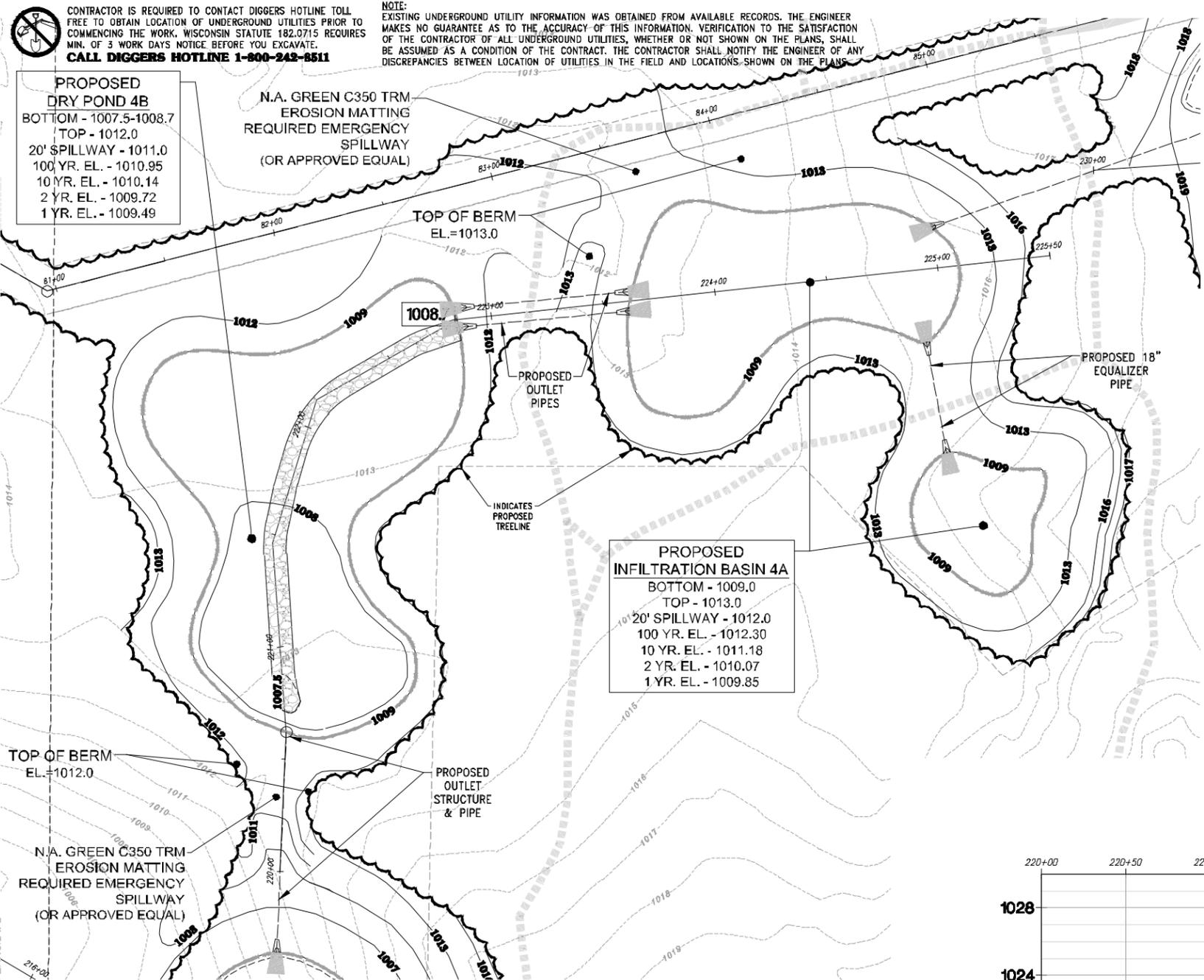


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PROPOSED DRY POND 4B
BOTTOM - 1007.5-1008.7
TOP - 1012.0
20' SPILLWAY - 1011.0
100 YR. EL. - 1010.95
10 YR. EL. - 1010.14
2 YR. EL. - 1009.72
1 YR. EL. - 1009.49

N.A. GREEN C350 TRM
EROSION MATTING
REQUIRED EMERGENCY
SPILLWAY
(OR APPROVED EQUAL)



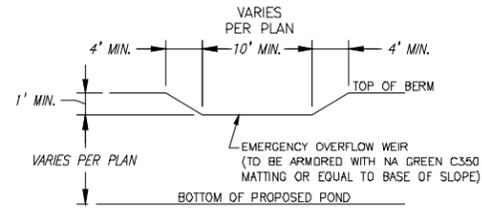
PROPOSED INFILTRATION BASIN 4A
BOTTOM - 1009.0
TOP - 1013.0
20' SPILLWAY - 1012.0
100 YR. EL. - 1012.30
10 YR. EL. - 1011.18
2 YR. EL. - 1010.07
1 YR. EL. - 1009.85

TOP OF BERM
EL.=1012.0

N.A. GREEN C350 TRM
EROSION MATTING
REQUIRED EMERGENCY
SPILLWAY
(OR APPROVED EQUAL)

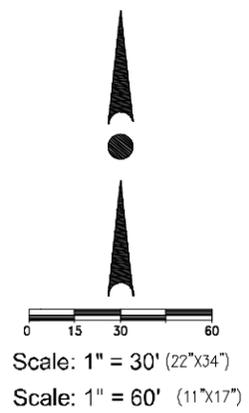
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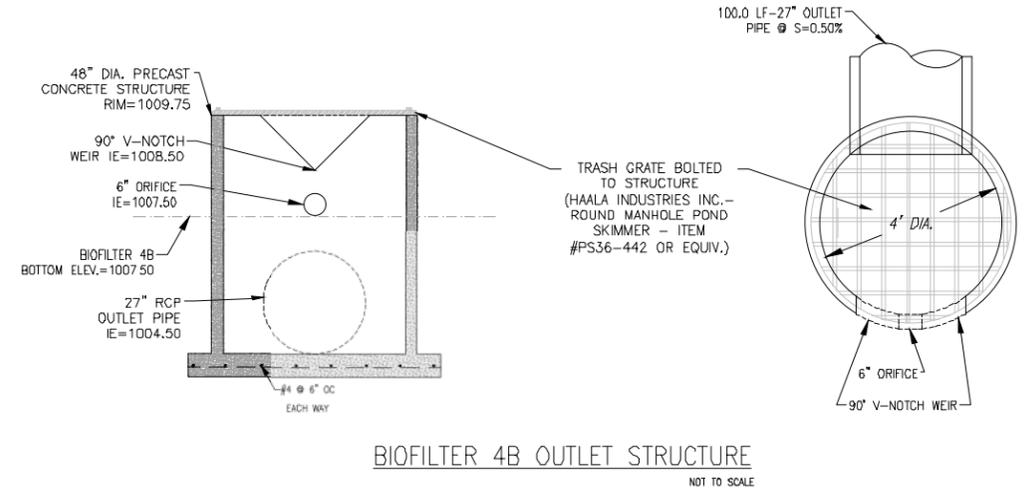
TYPICAL EMERGENCY OVERFLOW WEIR DETAIL
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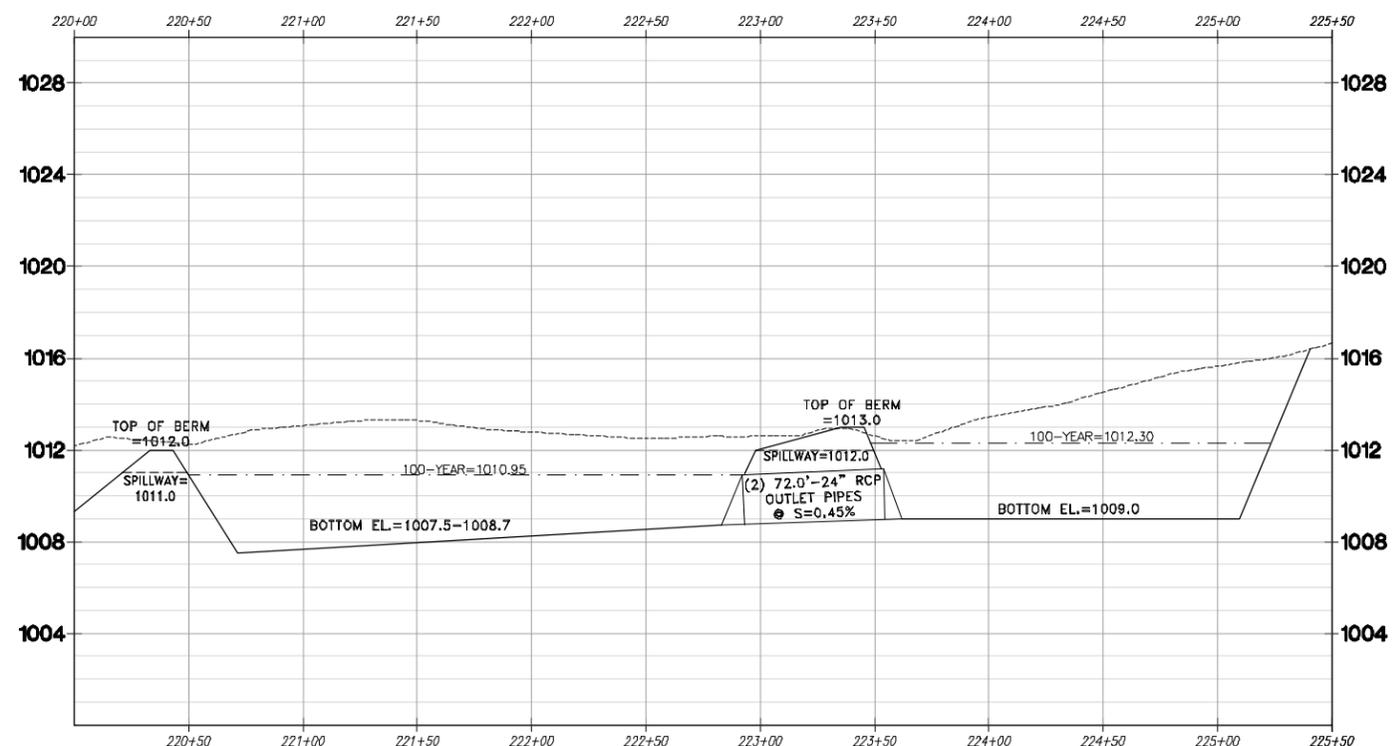


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BIOFILTER 4B OUTLET STRUCTURE
NOT TO SCALE



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BROOKFIELD, WI 53005
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PROJECT:
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SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/16/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
BASIN 4
PLAN & DETAIL

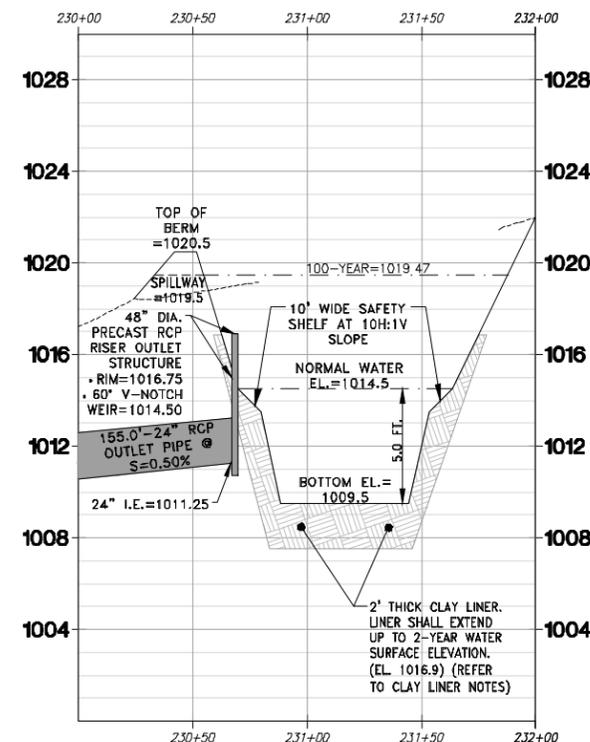
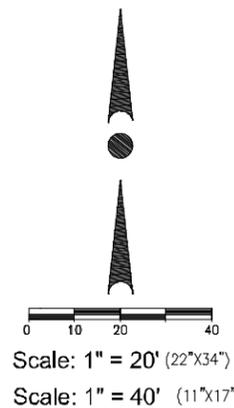
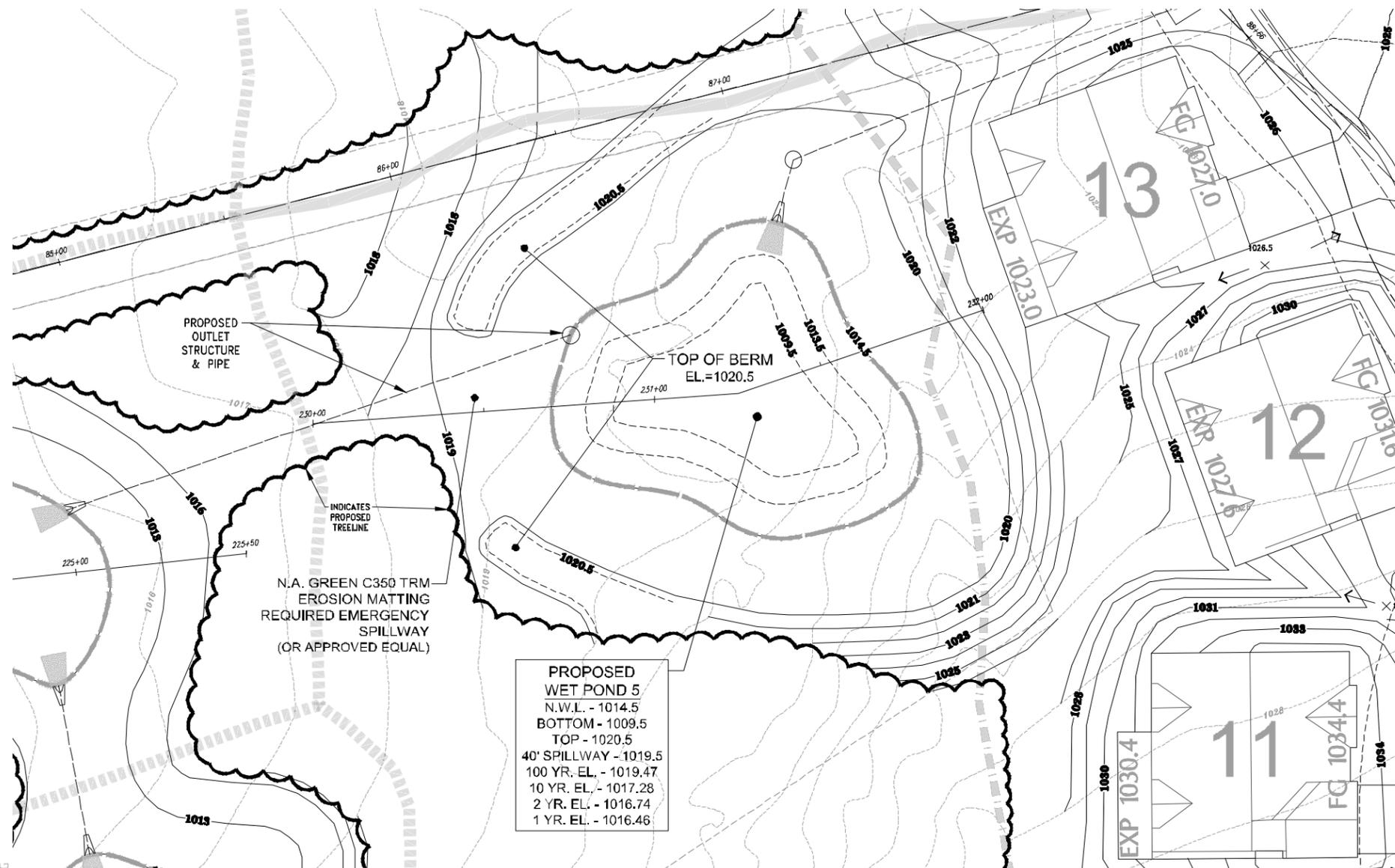
SHEET

C2.6

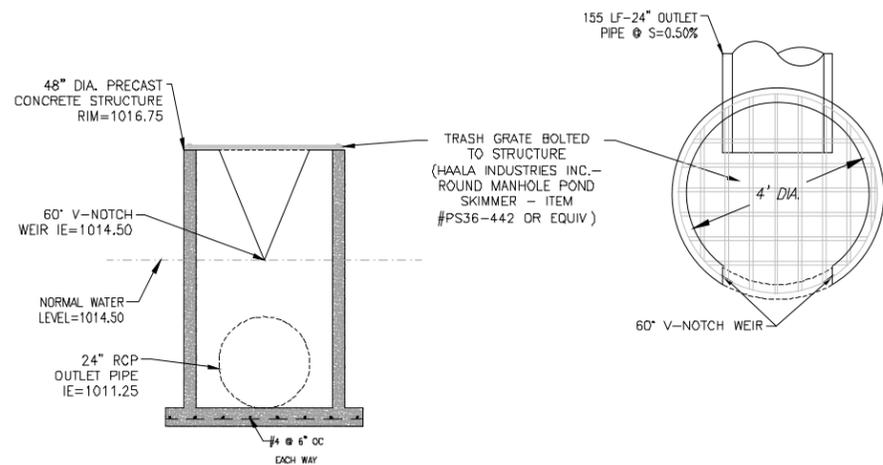


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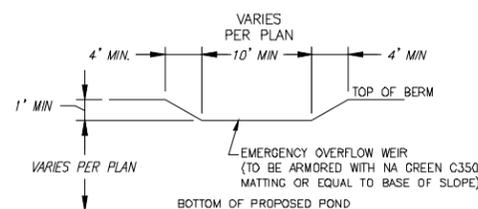
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WET POND 5 OUTLET STRUCTURE
 NOT TO SCALE



TYPICAL EMERGENCY OVERFLOW WEIR DETAIL
 NOT TO SCALE
 NOTE: GRADES FOR TOP OF BERM, OVERFLOW SPILLWAY, AND BOTTOM OF POND SHALL BE PER PLAN

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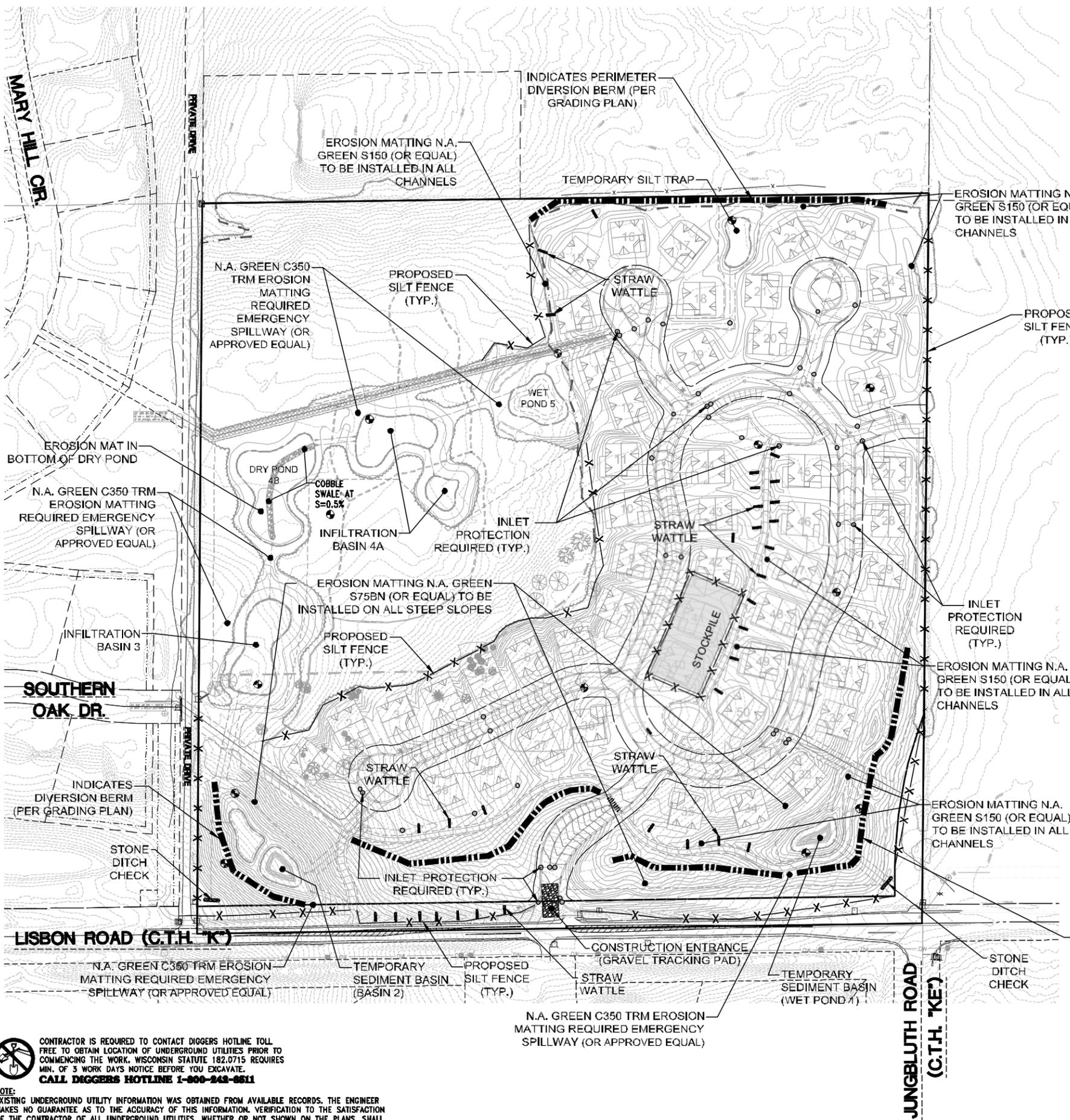
DATE:
 FEBRUARY 28, 2019

JOB NUMBER:
 17005

DESCRIPTION:
 WET POND 5
 PLAN & DETAIL

SHEET

C2.7



EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
2. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, THE CONTRACTOR MAY BE REQUIRED TO SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN, DETAILING SPECIFIC MEASURES THAT WILL BE USED IN THE VARIOUS STAGES OF CONSTRUCTION FOR APPROVAL BY THE ENGINEER.
3. IMPLEMENTATION: THE CONTRACTOR SHALL NOT BEGIN WORK UNTIL AFTER INITIAL EROSION AND SEDIMENT CONTROL DEVICES ARE IN PLACE AND APPROVED BY THE ENGINEER.
4. EROSION CONTROL MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:
 - A. DIVERT UPSTREAM RUNOFF FROM FLOWING THROUGH THE CONSTRUCTION SITE.
 - B. PROTECT DOWNSTREAM OR ADJACENT WATERWAYS AND WETLANDS WITH SILT FENCE.
 - C. DELAY STRIPPING TOPSOIL UNTIL REQUIRED FOR CONSTRUCTION.
 - D. PLACE SILT FENCE OR EROSION CONTROL BALES IN DITCHES AND OTHER DRAINAGE WAYS TO COLLECT SEDIMENT AND TO SLOW THE VELOCITY OF RUNOFF.
 - E. PROTECT STORM SEWER INLETS AND THE UPSTREAM END OF CULVERTS WITH SILT FENCE OR EROSION CONTROL BALES.
 - F. PROMPT REMOVAL OF EXCAVATED MATERIAL.
 - G. PROPER STORAGE OF BACKFILL AND BEDDING MATERIALS INCLUDING PLACING SILT FENCE OR EROSION CONTROL BALES ON THE DOWNSLOPE SIDES OF SPOIL PILES.
 - H. CONSTRUCTION OF TRACKING PAD TO CONSTRUCTION SITE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO ROADWAYS.
 - I. PROMPT (SAME DAY) CLEANUP OF MATERIAL TRACKED ONTO ADJACENT STREETS.
 - J. TIMELY RESTORATION OF DAMAGE SURFACE AREAS.
 - K. ALL AREAS THAT WILL REMAIN DISTURBED AFTER OCTOBER 15, MUST BE TEMPORARY SEEDING AS OF THAT DATE.
5. TEMPORARY EROSION CONTROL MEASURES:
 - A. THE CONTRACTOR SHALL CONSTRUCT TEMPORARY EROSION CONTROL MEASURES, WHERE EROSION IS LIKELY TO BE A PROBLEM, PRIOR TO BEGINNING WORK ON THOSE SECTION(S) OF THE PROJECT. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL AFTER PERMANENT EROSION CONTROL, SUCH AS SEEDING OR SOODING, HAS BEEN ESTABLISHED.
 - B. IN THE EVENT THE PERMANENT EROSION CONTROL MEASURES ARE NOT FULLY IMPLEMENTED IN CURRENT CONSTRUCTION SEASON, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY TEMPORARY EROSION CONTROL MEASURES UNTIL AFTER PERMANENT MEASURES HAVE BEEN COMPLETED IN THE FOLLOWING YEAR.
6. ALL EXPOSED SOIL AREAS NOT DISTURBED FOR UP TO SEVEN DAYS MUST BE IMMEDIATELY RESTORED WITH SEED AND MULCH.
7. TRENCH DEWATERING SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARDS.
8. INSTALL SILT FENCE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD DETAILS.
9. ALL RIP RAP AT PIPE OUTLETS SHALL BE 3"x5" MEDIUM RIP RAP OVER TYPE R FABRIC PER WDOT SPECIFICATIONS UNLESS OTHERWISE DESIGNATED.
10. EROSION CONTROL INSPECTION AND MAINTENANCE:
 - A. INSPECT EROSION CONTROL MEASURES WEEKLY AND AFTER SITE RECEIVES 0.5" OF RAIN IN A 24-HOUR PERIOD DURING CONSTRUCTION.
 - B. REPAIR OR REPLACE EROSION CONTROLS THAT ARE DAMAGED OR FAILING.
11. ALL AREAS TO BE SEEDING AND MULCHED SHALL USE WDOT SEED MIXTURE NO. 20. MULCH SHALL APPLIED PER WDOT SPECIFICATIONS USING METHOD B FOR PLACEMENT.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES,
CONSERVATION PRACTICE STANDARD:

| | |
|------|---|
| 1052 | - NON-CHANNEL EROSION MAT |
| 1053 | - CHANNEL EROSION MAT |
| 1055 | - SEDIMENT BALE BARRIER (NON-CHANNEL) |
| 1056 | - SILT FENCE |
| 1060 | - STORM INLET PROTECTION FOR CONST. SITES |
| 1062 | - DITCH CHECK |
| 1057 | - STONE TRACKING PAD AND TIRE WASHING |
| 1058 | - MULCHING FOR CONSTRUCTION SITES |
| 1059 | - TEMPORARY SEEDING |
| 1061 | - DE-WATERING (IF REQUIRED) |
| 1063 | - SEDIMENT TRAP |
| 1064 | - SEDIMENT BASIN |

CONSTRUCTION SEQUENCE PLAN

1. SPRING 2019: INSTALL SILT FENCE, STRAW WATTLE & STONE DITCH CHECKS.
2. SPRING 2019: STRIP TOPSOIL, SEED AND STABILIZE STOCKPILES IMMEDIATELY UPON COMPLETION OF STOCKPILING.
3. SPRING 2019: INSTALL DIVERSION BERMS AND SWALES, BEGIN MASS GRADING OF THE REMAINDER OF SITE (MASS GRADING MAY ONLY OCCUR/CONTINUE AFTER EROSION CONTROL MEASURES ARE INSTALLED/CONSTRUCTED (SEDIMENT BASINS, SILT TRAPS, SWALES, DITCH CHECKS, ETC)).
4. SPRING 2019: ROUGH GRADE SITE. NOTE THAT ROUGH GRADING MAY OCCUR CONCURRENT WITH CONSTRUCTION OF THE DIVERSION BERMS/SWALES BEGIN UTILITIES ONCE STORM WATER IS CONTROLLED.
5. SUMMER 2019: INSTALL SANITARY SEWER AND WATER MAIN. COMPLETE ALL TESTING AND CONTACT THE VILLAGE PRIOR TO CONNECTING TO EXISTING MAINS. NOTE THAT THIS STEP MAY BEGIN CONCURRENT WITH ROUGH GRADING ONCE THE UTILITY AREAS HAVE BEEN GRADED TO SUBGRADE.
6. SUMMER 2019: INSTALL STORM SEWER AND ASSOCIATED EROSION CONTROL MEASURES PER EROSION CONTROL PLAN. NOTE THAT THIS STEP MAY BEGIN CONCURRENT WITH SANITARY SEWER AND WATER MAIN INSTALLATION.
7. SUMMER 2019: FINISH GRADE THE SITE. NOTE THAT THIS STEP MAY OCCUR CONCURRENT WITH STORM SEWER INSTALLATION.
8. SUMMER 2019: RE-SPREAD TOPSOIL AND PLACE SEED, MULCH, MATTING AND OTHER SITE STABILIZERS AS NEEDED. NOTE THAT THIS STEP MAY BEGIN CONCURRENT WITH FINISH GRADING AND ROAD CONSTRUCTION. ALSO NOTE THAT ANY AREAS, SUCH AS POND SLOPES, THAT ARE FINISH GRADED AND TOPSOILED SHALL BE SEEDING, MULCHED AND/OR MATTED IMMEDIATELY AFTER TOPSOIL IS PLACED. NOTE: TOPSOIL IN RIGHT-OF-WAY ONLY AFTER WE ENERGIES WORK IS COMPLETED.
9. SUMMER 2019: INSTALL STONE BASE COURSE, CONSTRUCT CURB AND SIDEWALK, AND PLACE BINDER COURSE PAVEMENT. NOTE THAT THIS STEP MAY BEGIN CONCURRENT WITH FINISH GRADING.
10. FALL 2019: REMOVE TRACKING PAD ONCE ROADS ARE STONED/COMPLETE. RESTORE DISTURBED AREA.
11. FALL 2019: COMPLETE DRY PONDS. REMOVE SEDIMENT TRAP SILT, CONSTRUCT DRY POND BOTTOM PER DESIGN PLAN, AND TOPSOIL, SEED, MULCH OR MAT. SEED BOTTOM OF DRY POND WITH RAIN GARDEN OR INFILTRATION BASIN NATIVE SEED MIX. STABILIZE SLOPES AS NECESSARY.
12. LATE SEASON (AFTER OCTOBER 15) STABILIZATION NOTES:
 - 12.1. ALL AREAS THAT WILL REMAIN DISTURBED AFTER OCTOBER 15 MUST BE TEMPORARY SEEDING AS OF THAT DATE.
 - 12.2. ANY FINAL SITE STABILIZATION THAT OCCURS AFTER OCTOBER 15 MAY REQUIRE CONTRACTOR TO COVER DISTURBED AREAS WITH THE ANIONIC FORM OF POLYACRYLAMIDE (PAM), PER WDNR TECHNICAL STANDARD 1050 AND WSDOT PAL LIST. CONTRACTOR SHALL COORDINATE WITH CITY ENGINEER AND WDNR FOR LATE SEASON STABILIZATION REQUIREMENTS.
13. FALL 2019: REMOVE CONSTRUCTION EROSION CONTROL MEASURES AFTER SITE IS STABILIZED (SUBSTANTIALLY VEGETATED) AND ALL CONSTRUCTION IS COMPLETE.



PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24-025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/18 | PRELIMINARY SUBMITTAL |
| 11/19/18 | PUBLIC STREETS |
| 11/27/18 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
EROSION CONTROL PLAN

SHEET

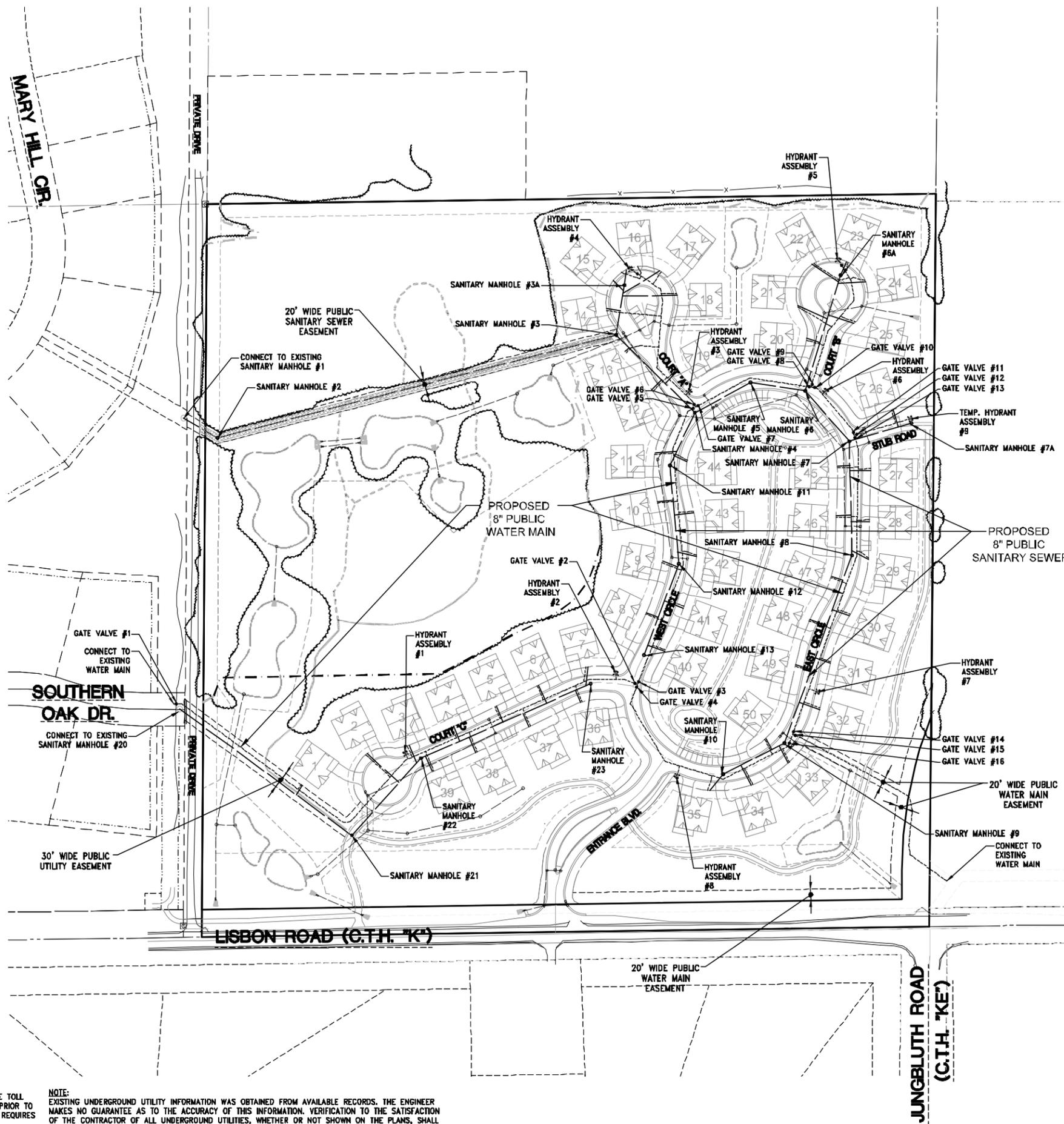
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NOTE:
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SANITARY SEWER NOTES

SANITARY SEWER

- ALL PVC SEWER PIPE SHALL MEET THE REQUIREMENTS SET FORTH IN SECTION B.1.0.D (SSSWCW).
- ALL SANITARY MANHOLES SHALL MEET THE REQUIREMENTS SET FORTH IN SSSWCW.
- ALL SANITARY SEWER LATERALS (OUTSIDE OF BUILDINGS) SHALL BE MADE OF GASKETED PVC FITTINGS MEETING ASTM D-3034, SDR 35.
- GREEN TRACER WIRE IS REQUIRED FOR ALL SANITARY SEWER & LATERALS.
- ALL SANITARY SEWER LATERALS SHALL BE 6" DIA. SDR-35 PVC & MADE OF GASKETED PVC FITTINGS MEETING ASTM D-3034.
- ALL SANITARY SEWER LATERALS SHALL CONFORM TO VILLAGE SPECS AND SECTION 3.2.26 & FILE NO.10E OF SSSWCW.

TRACER WIRE NOTE

- CONTRACTOR SHALL INSTALL GREEN PLASTIC COATED TRACER WIRE (10 GAUGE SOLID COPPER, OR COPPER COATED STEEL WIRE). PLASTIC WIRE MAY BE TAPED TO PLASTIC DRAIN PIPE. IF ATTACHED, THE TRACER SHALL BE SECURED EVERY 10 TO 20 FEET AND AT ALL BENDS. SPLICES SHALL BE CONNECTED BY USING A SNAKEBITE LOCKING CONNECTOR OR APPROVED EQUAL. INSTALL DETECTOR WIRE AT EVERY MAIN, LATERAL, AND MANHOLE. SANITARY WIRES MAY BE PLACED INTO THE MANHOLE BELOW THE FRAME. AN ANODE ROD SHALL BE INSTALLED AT ALL DEAD ENDS, INCLUDING LATERALS.

WATERMAIN NOTES

WATER MAIN

- ALL 8" AND 6" PVC WATER MAIN CONSTRUCTED AS PART OF THIS PLAN SHALL BE PVC, C-800, CLASS 150 (DR18). PVC PIPE SHALL HAVE PUSH-ON JOINTS WITH RUBBER GASKET.
- INSULATION TO WATER MAINS AND LATERALS SHALL BE PROVIDED AT ALL STORM SEWER CROSSINGS.
- ALL WATER MAINS (AND SERVICES) CALLED FOR ON THESE PLANS ARE TO BE INSTALLED WITH CLASS "B" BEDDING AS SPECIFIED IN CH. 4.3.0, LAYING OF WATER MAIN, AND FILE NO. 36, PART VII (SSSWCW).
- BLUE TRACER WIRE IS REQUIRED FOR ALL WATER MAIN & LATERALS.
- WATER MAIN SERVICES SHALL BE 1 1/4" POLYETHYLENE TUBING.
- MIN. 7" BURY DEPTH

TRACER WIRE NOTE

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TRENCH BACKFILL

BACKFILL NOTES

- ONSITE MATERIAL MAY BE USED AS GRANULAR BACKFILL WITH PROPER SERVING/PROCESSING TO MEET VILLAGE SPECIFICATIONS.
- THE USE OF SLURRY BACKFILL TO BE USED WITHIN THE VILLAGE OF HARTLAND EXISTING RIGHT-OF-WAY.

NOTE:
ALL MATERIALS SHALL BE APPROVED BY THE VILLAGE OF HARTLAND PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.



12880 W. NORTH AVENUE, BLDG. D
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FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

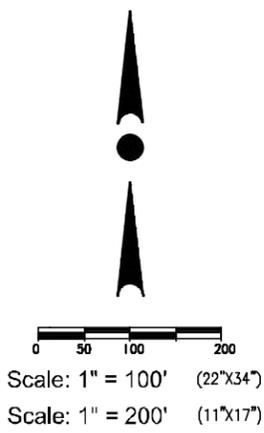
DESCRIPTION:
STORM SEWER
SYSTEM PLAN

SHEET

C5.0

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE. **CALL DIGGERS HOTLINE 1-800-242-8511**

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NEUMANN DEVELOPMENTS, INC.
N27W24-025 PAUL COURT, SUITE 100
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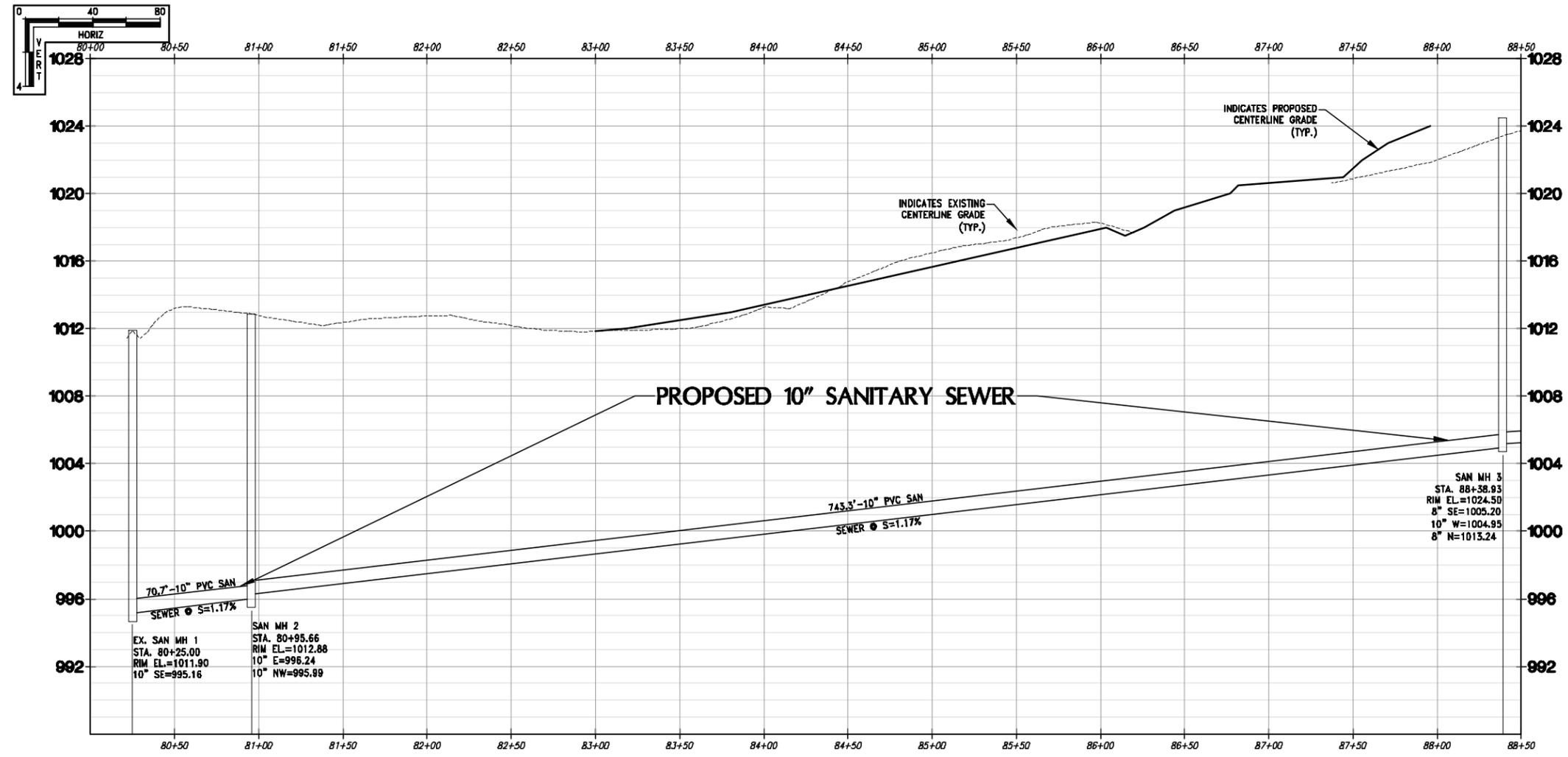
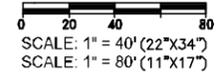
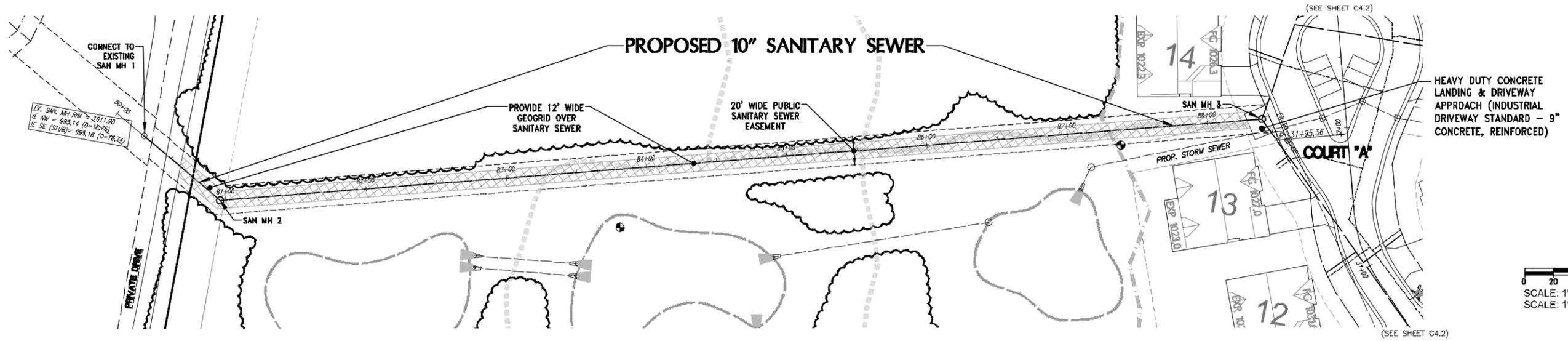
DATE:
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JOB NUMBER:
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DESCRIPTION:
SANITARY SEWER
PLAN & PROFILE

SHEET

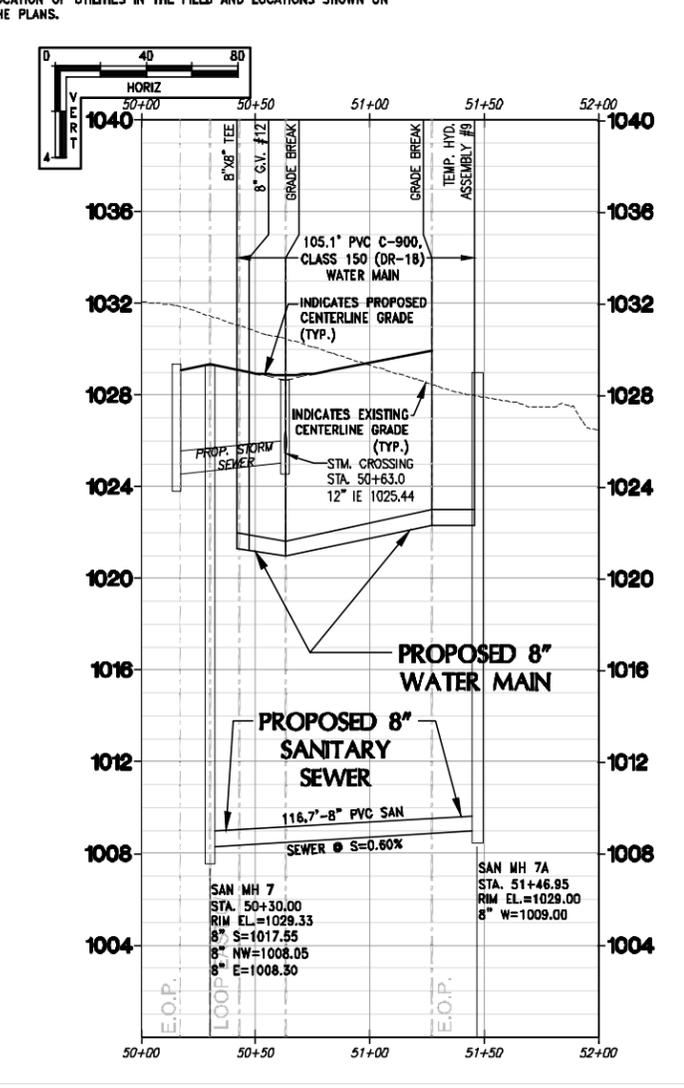
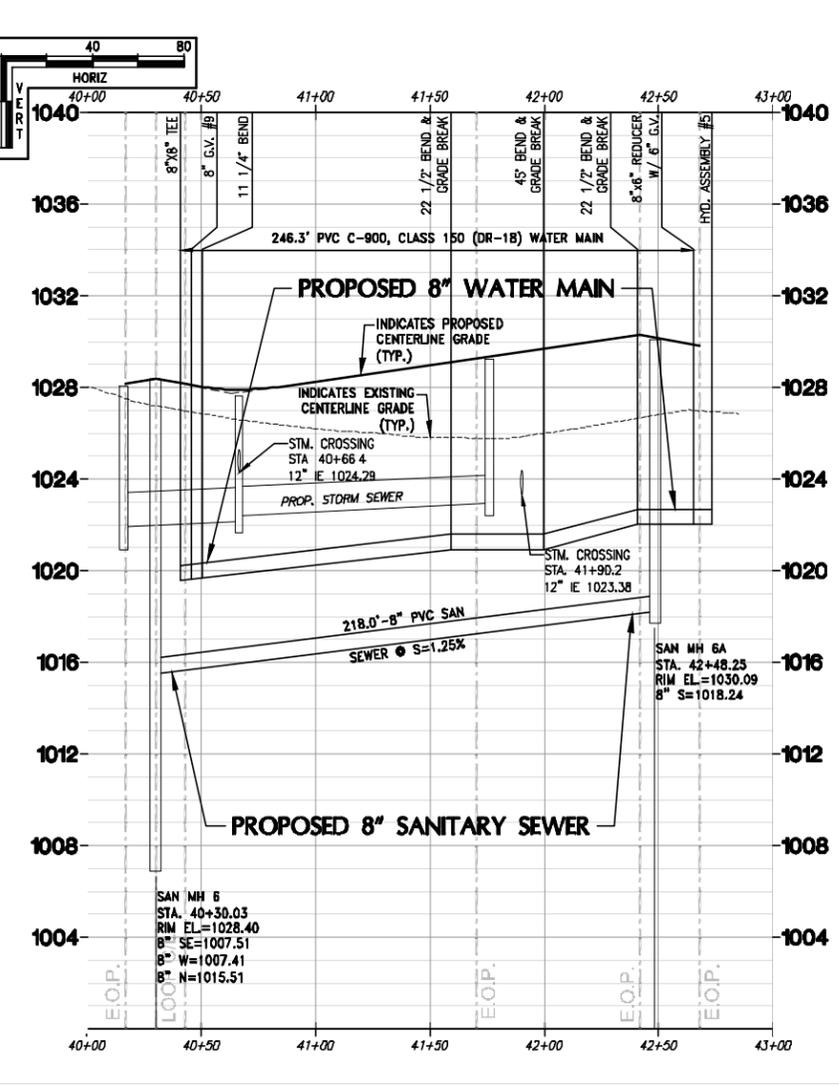
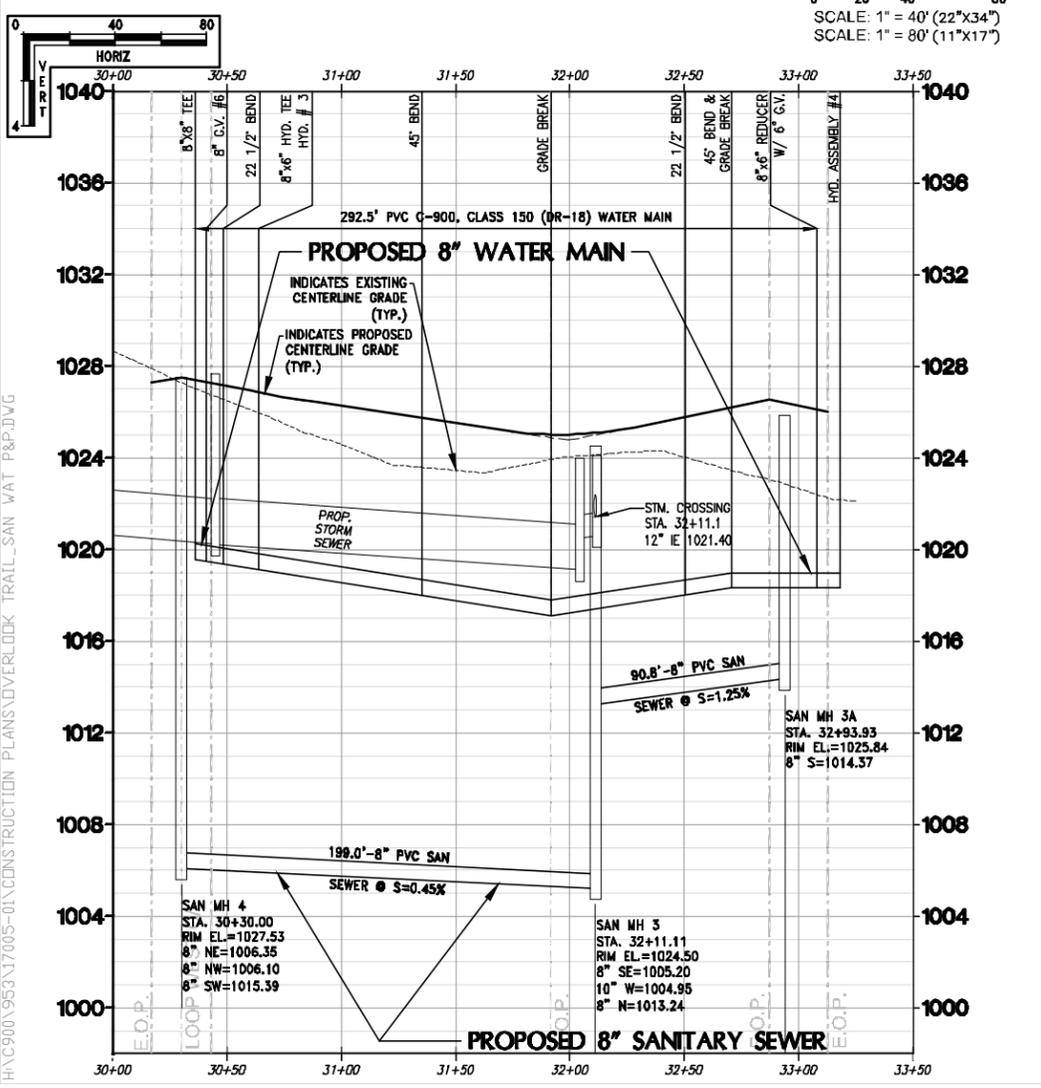
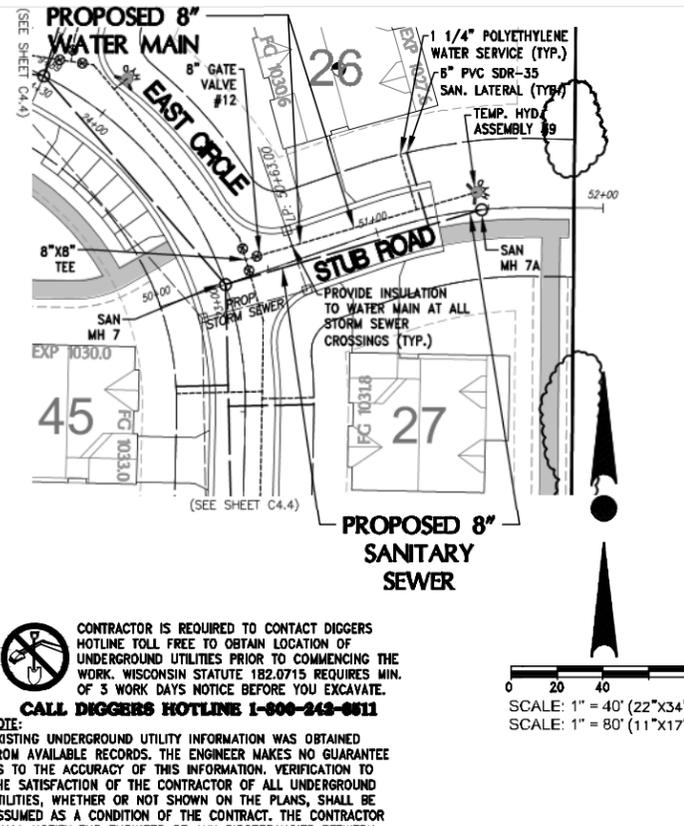
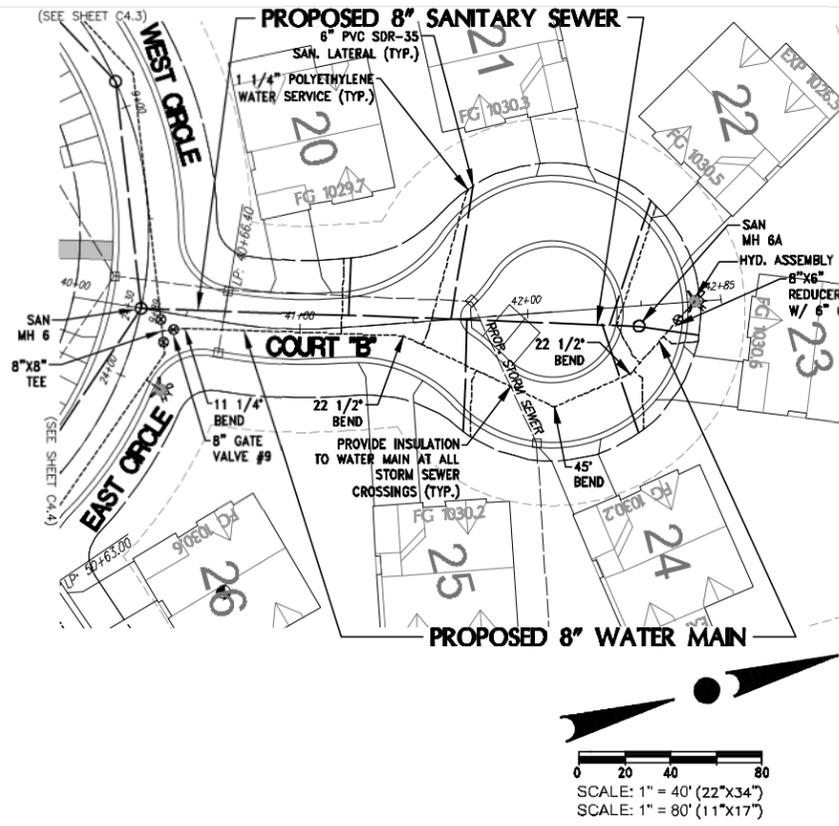
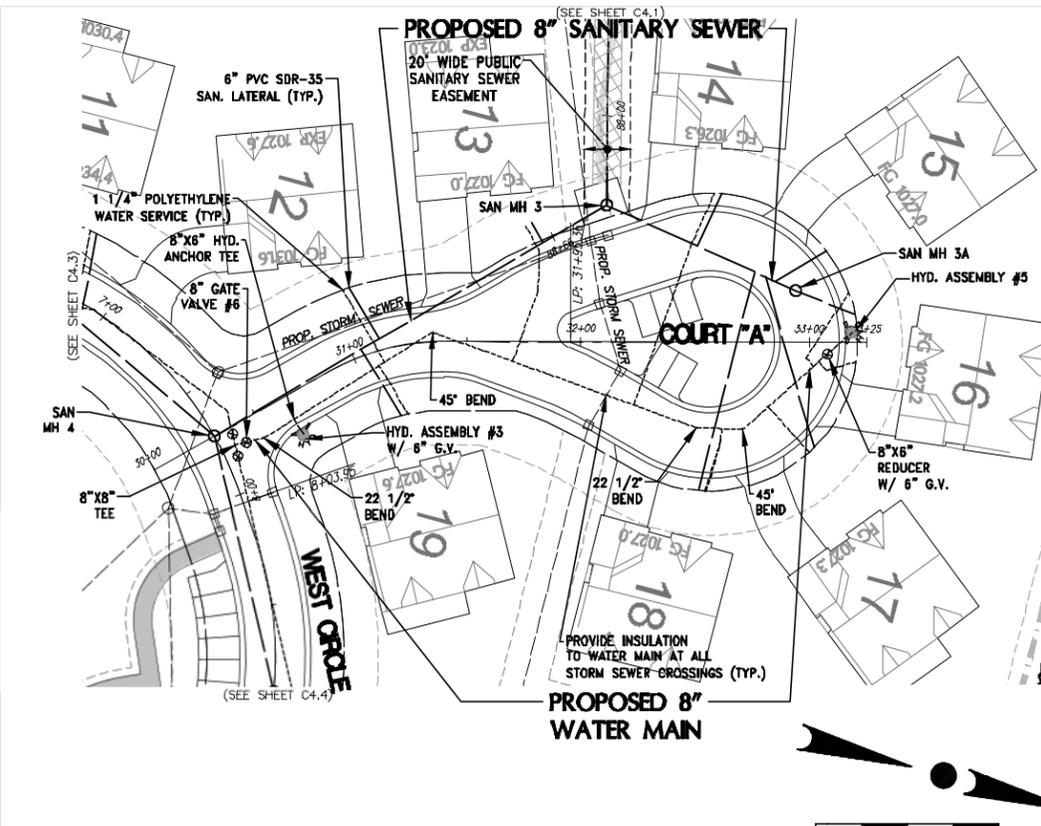
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CALL DIGGERS HOTLINE 1-800-243-8511

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WISCONSIN PROFESSIONAL ENGINEER
 JOSHUA D. PUDELKO
 E-39420
 WAUNATOSA, WI

TRIO
 CIVIL ENGINEERING

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 BROOKFIELD, WI 53005
 PHONE: (262) 790-1480
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PROJECT:
 THE GLEN AT OVERLOOK TRAILS
 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
 BY:
 NEUMANN DEVELOPMENTS, INC.
 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
 FEBRUARY 28, 2019

JOB NUMBER:
 17005

DESCRIPTION:
 SANITARY SEWER & WATER MAIN PLAN & PROFILE

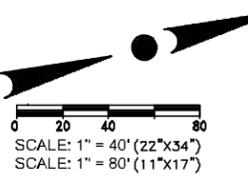
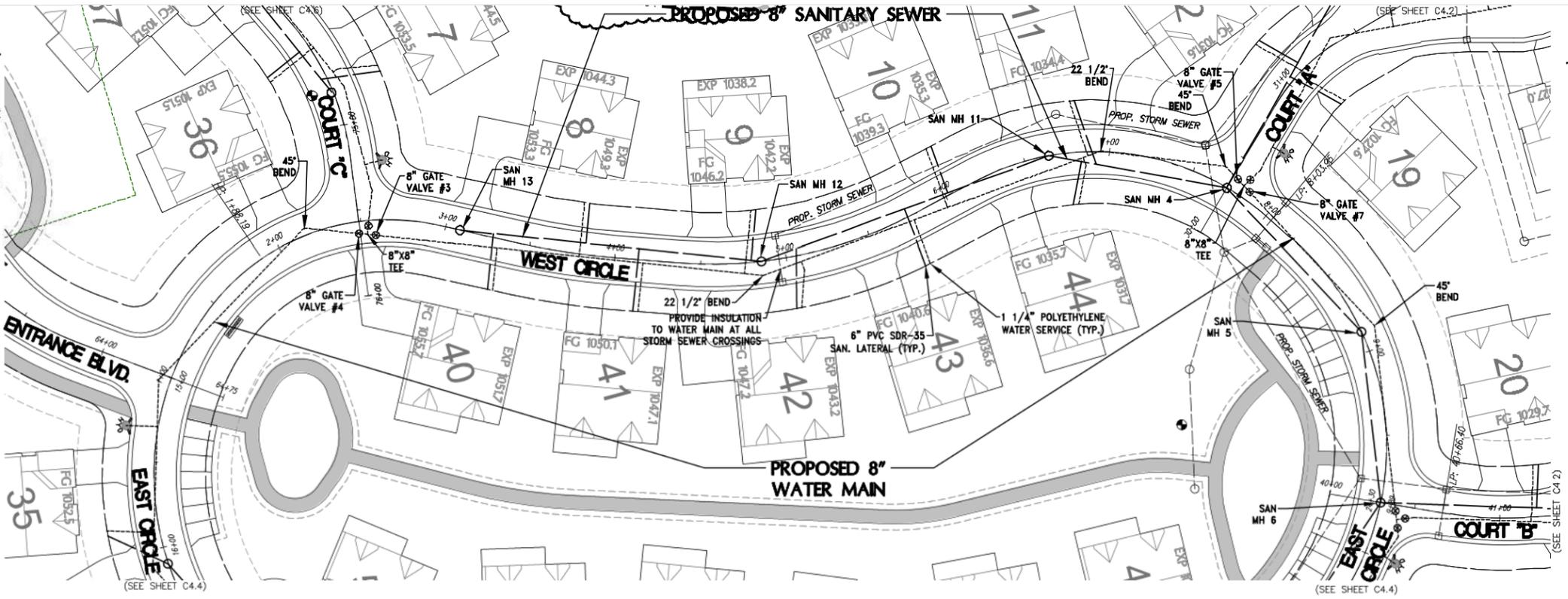
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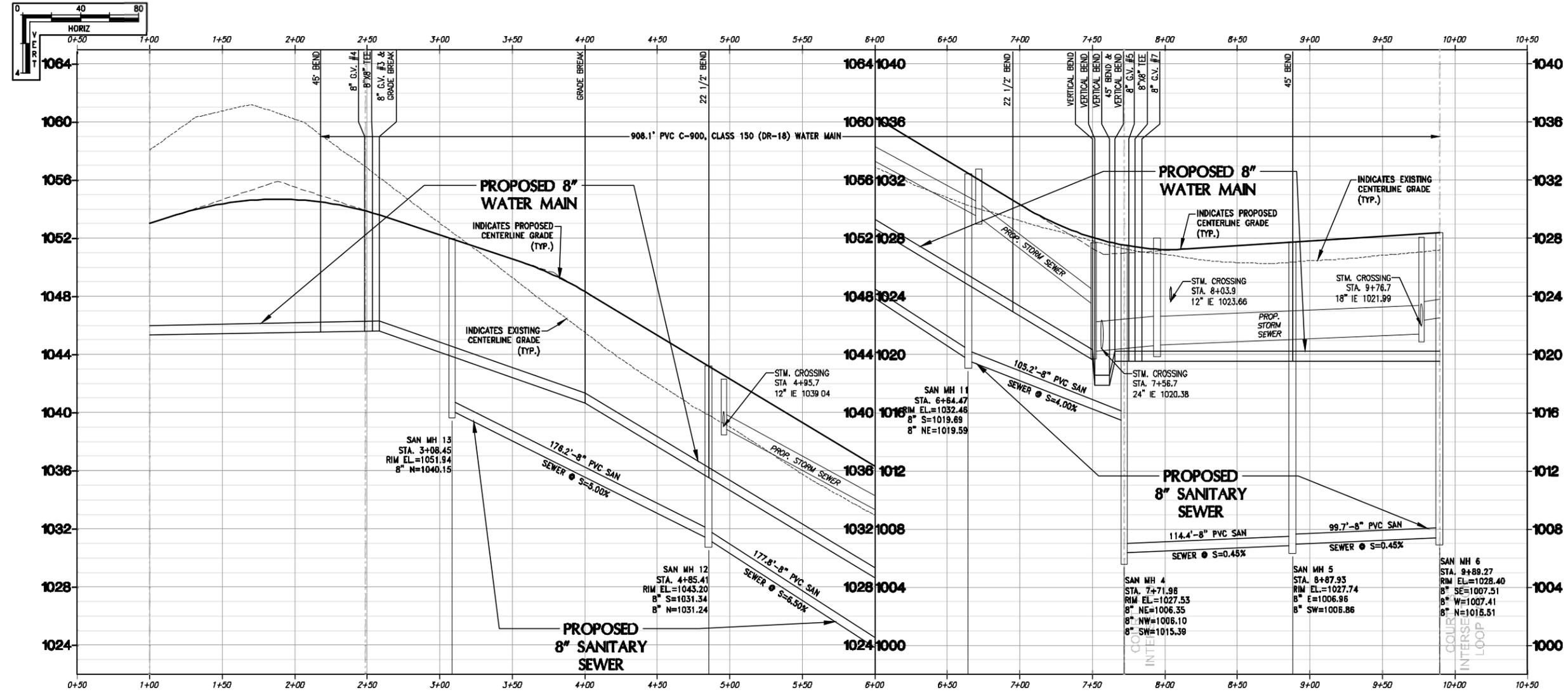
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 & WATER MAIN
 PLAN & PROFILE

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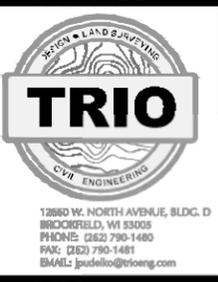
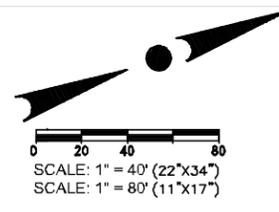
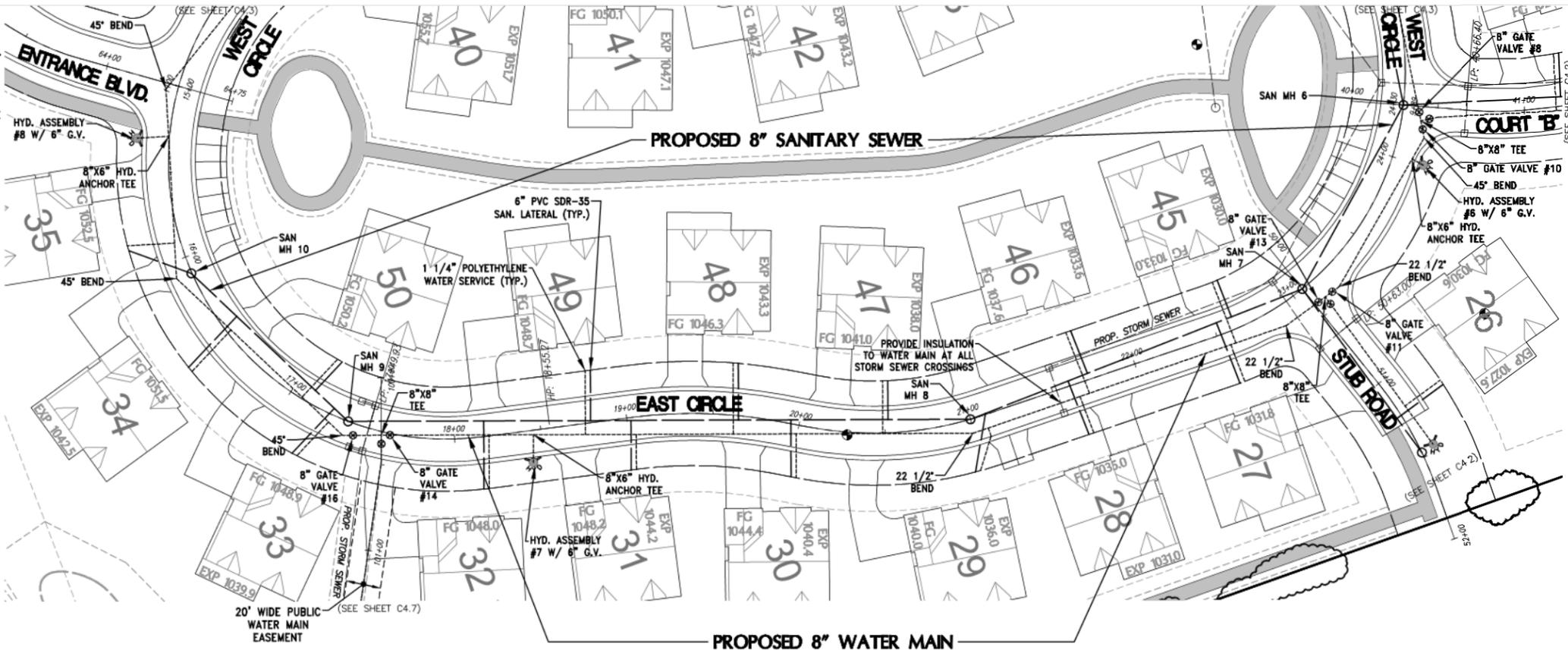
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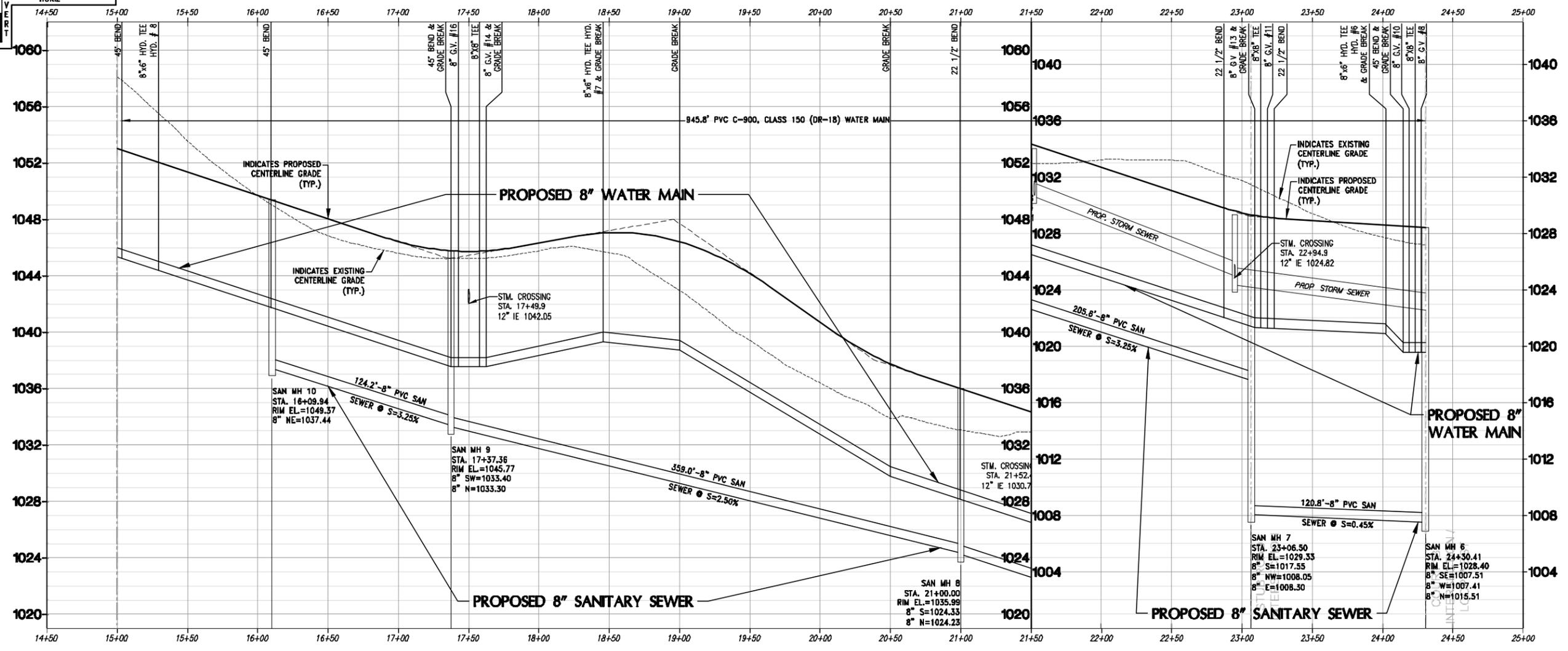
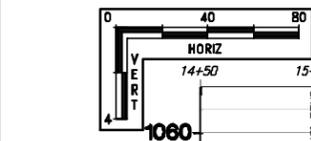
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SHEET

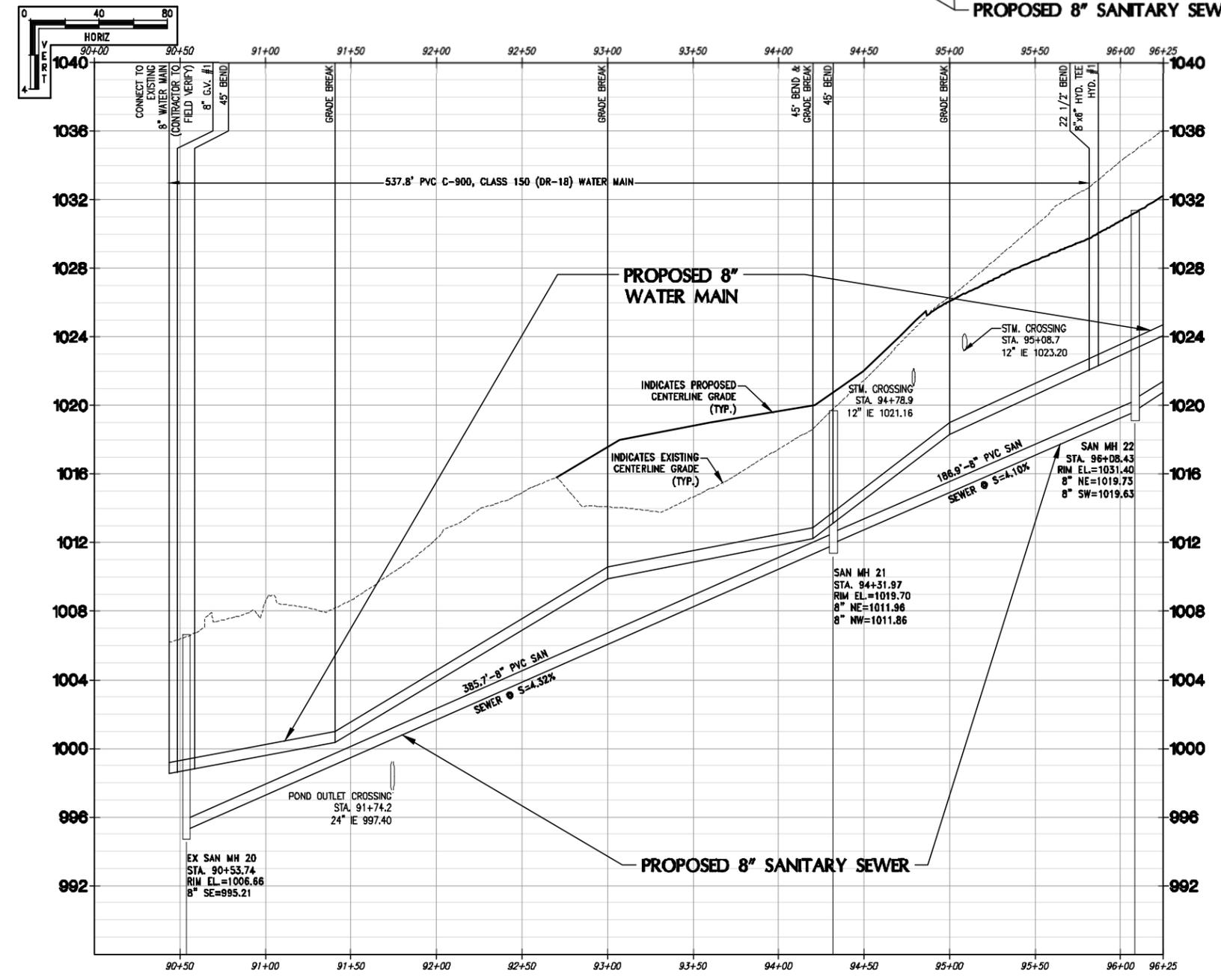
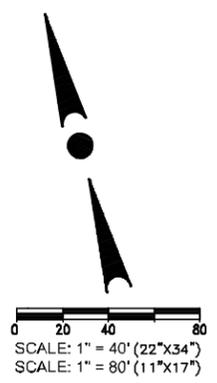
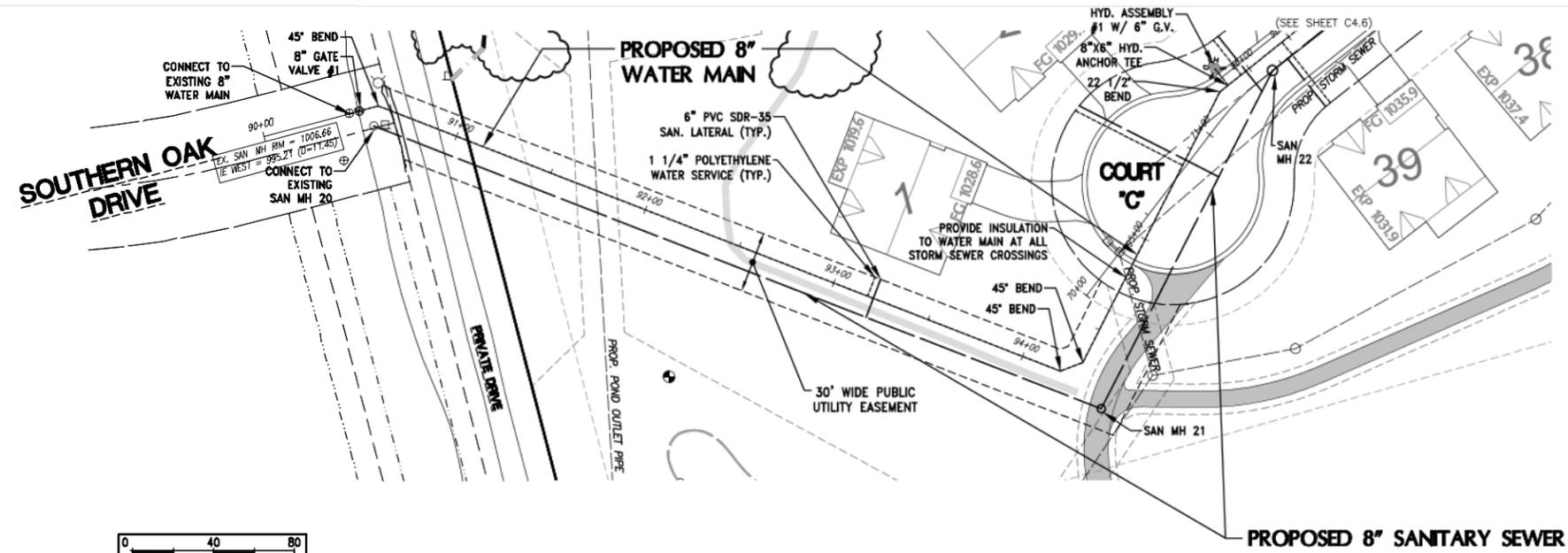
C4.4



H:\C9000\953\17005-01\CONSTRUCTION PLANS\OVERLOOK TRAILS_SAN_WAT_P&P.DWG

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE. CALL DIGGERS HOTLINE 1-800-241-8811

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12880 W. NORTH AVENUE, BLDG. D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: j.pudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24-025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

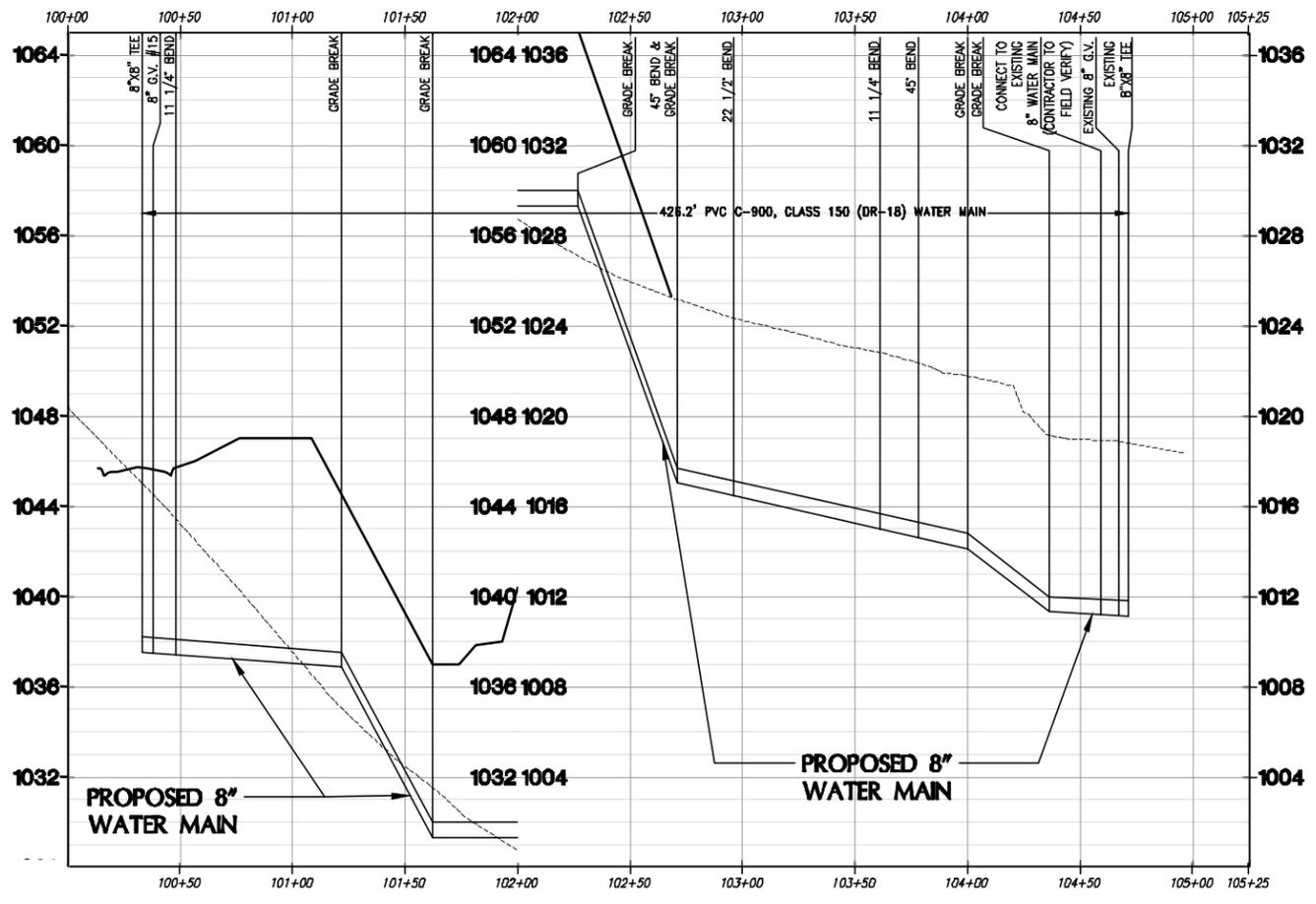
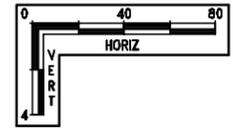
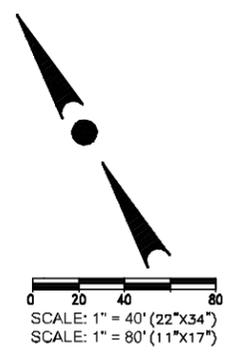
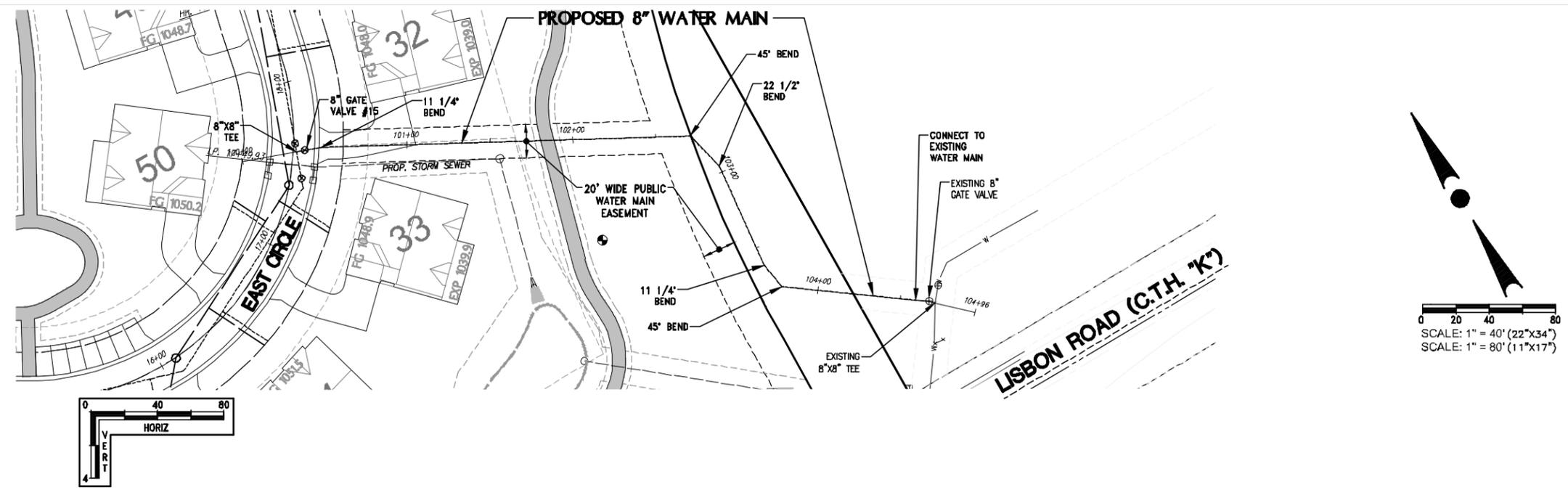
DESCRIPTION:
SANITARY SEWER
& WATER MAIN
PLAN & PROFILE

SHEET

C4.5

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PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

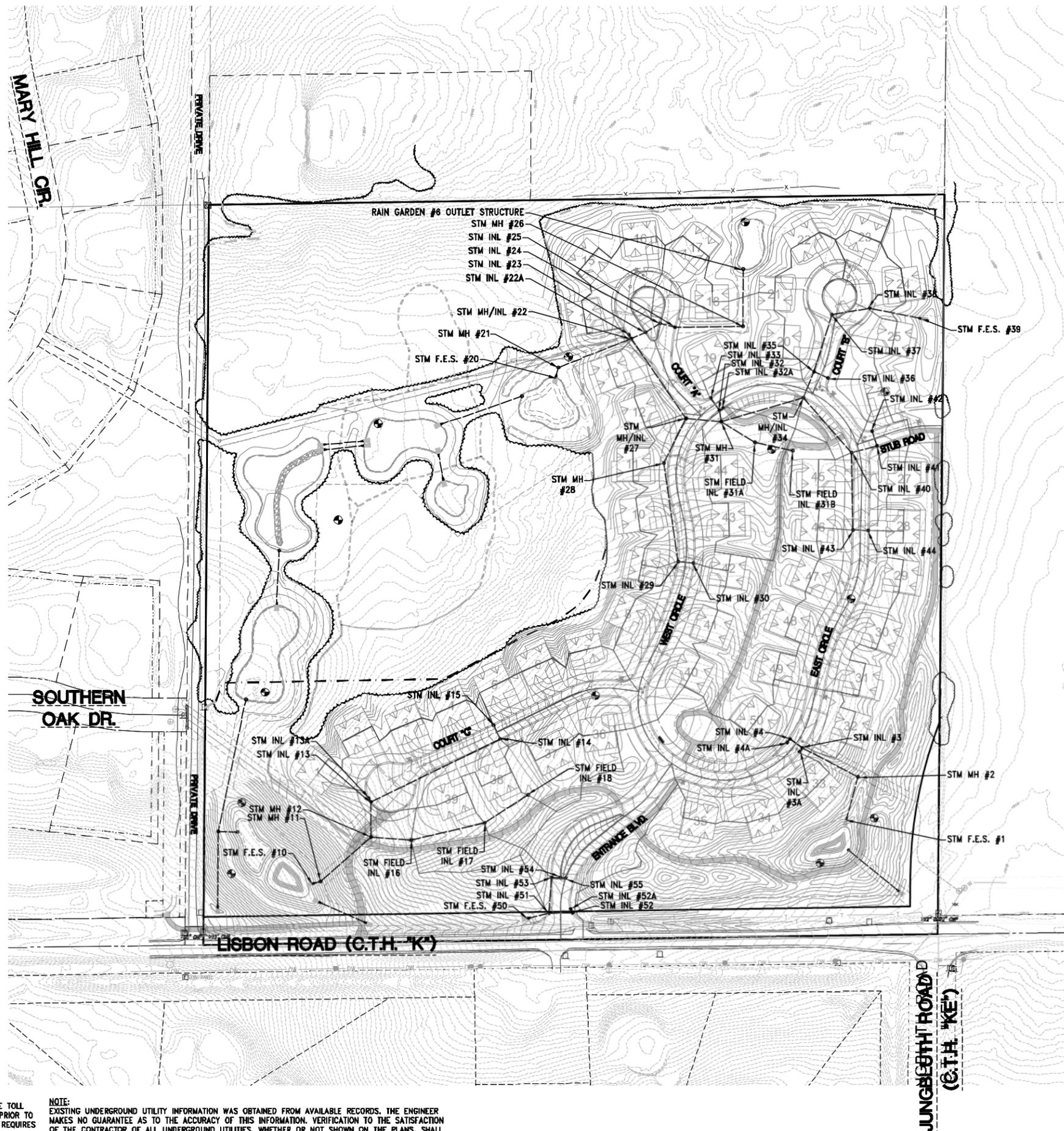
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|------------------|-----------------------|
| DATE | DESCRIPTION |
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/18 | PUBLIC STREETS |
| 11/27/18 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
WATER MAIN
PLAN & PROFILE

SHEET
C4.7



STORM SEWER NOTES

STORM SEWER

- ALL PUBLIC STORM SEWER SHALL BE RCP (REINFORCED CONCRETE PIPE) WITH GASKETED JOINTS.
- STORM SEWER SHALL BE R.C.P. MEETING SECTION B.8.0 (SSSWC) AND BE RUBBER GASKETED MEETING THE REQUIREMENTS SET FORTH IN WISCONSIN CHAPTER 6.6.0.
- PIPE CLASSES:
 - 12" DIA. RCP STORM SEWER SHALL BE CL-V
 - 15" DIA. RCP STORM SEWER SHALL BE CL-IV
 - 18" & ABOVE DIA. RCP STORM SEWER SHALL BE CL-III
- STORM MANHOLES SHALL BE 48" DIAMETER PRECAST CONCRETE FOR STORM MAINS OF 24" DIAMETER OR SMALLER.
- STORM INLETS SHALL BE PRECAST CONCRETE 2'X3' BOX

TRACER WIRE NOTE

- CONTRACTOR SHALL INSTALL PLASTIC COATED TRACER WIRE (10 TO 14 GAUGE SOLID COPPER, OR COPPER COATED STEEL WIRE) PER COMM B2.30(1)(H). PLASTIC WIRE MAY BE TAPED TO PLASTIC PIPE. IF ATTACHED, THE TRACER SHALL BE SECURED EVERY 6 TO 20 FEET AND AT ALL BENDS.

NOTE:
ALL MATERIALS SHALL BE APPROVED BY THE VILLAGE OF HARTLAND PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.

TRENCH BACKFILL

- ON-SITE MATERIAL MAY BE USED AS GRANULAR BACKFILL WITH PROPER SEIVING/PROCESSING TO MEET VILLAGE SPECIFICATIONS.
- THE USE OF SLURRY BACKFILL TO BE USED WITHIN THE VILLAGE OF HARTLAND EXISTING RIGHT-OF-WAY.



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N27W24-025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

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| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
STORM SEWER
SYSTEM PLAN

SHEET

C5.0

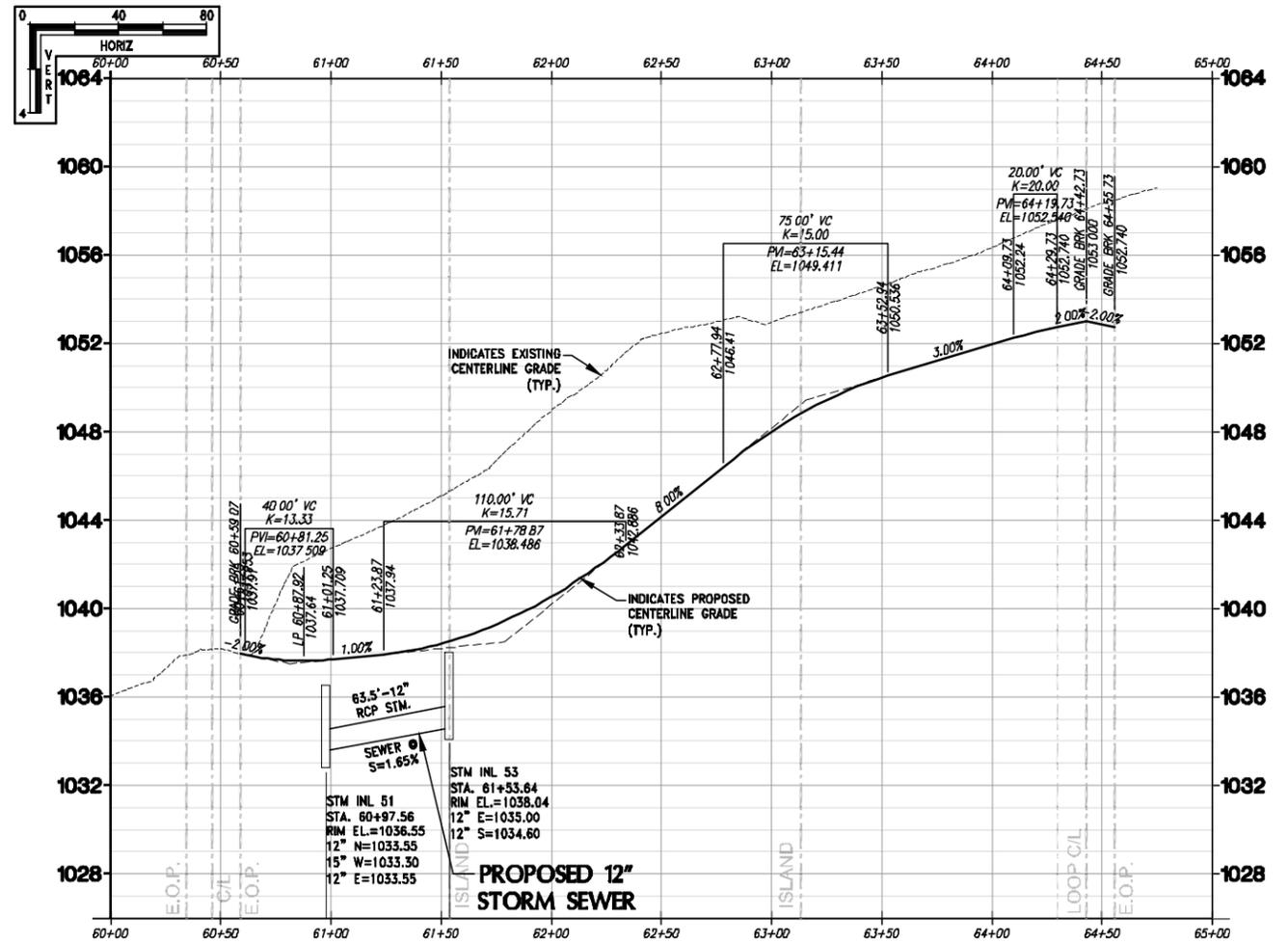
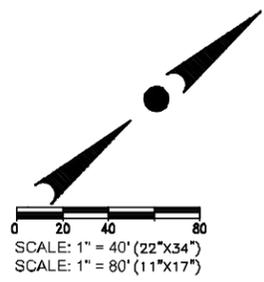
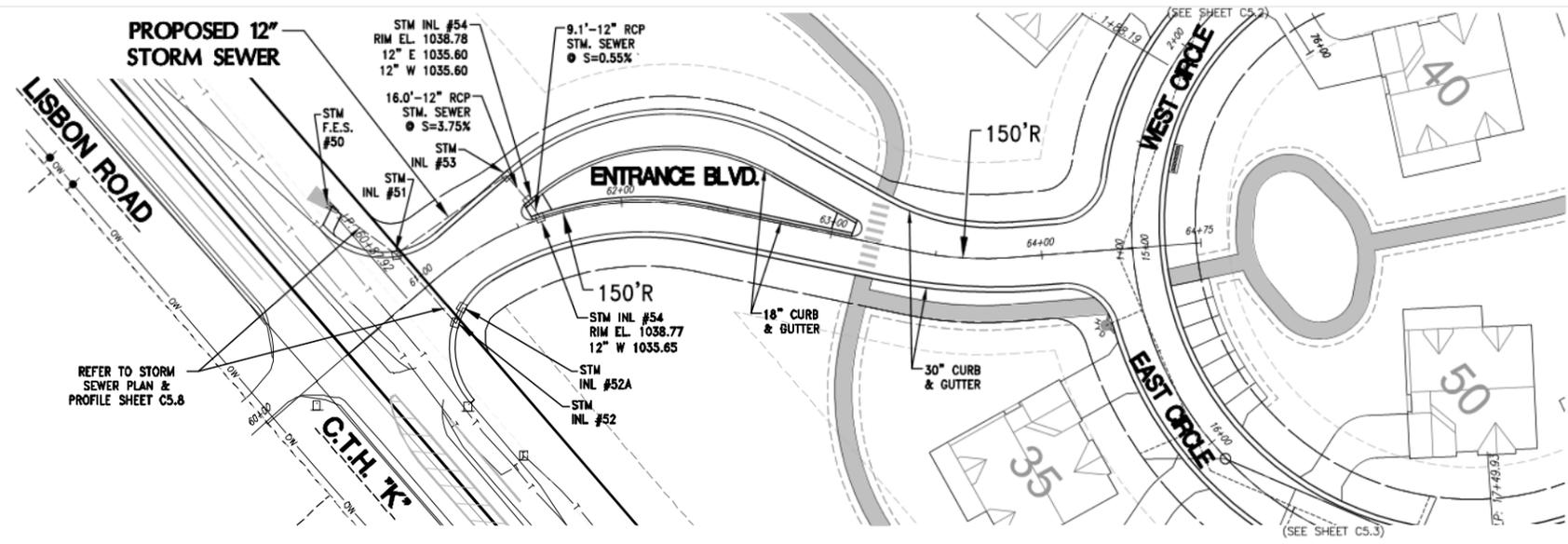
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CALL DIGGERS HOTLINE 1-800-242-8511

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PROJECT:
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 SINGLE FAMILY CONDOMINIUM DEVELOPMENT
 VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
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| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
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JOB NUMBER:
 17005

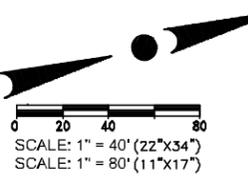
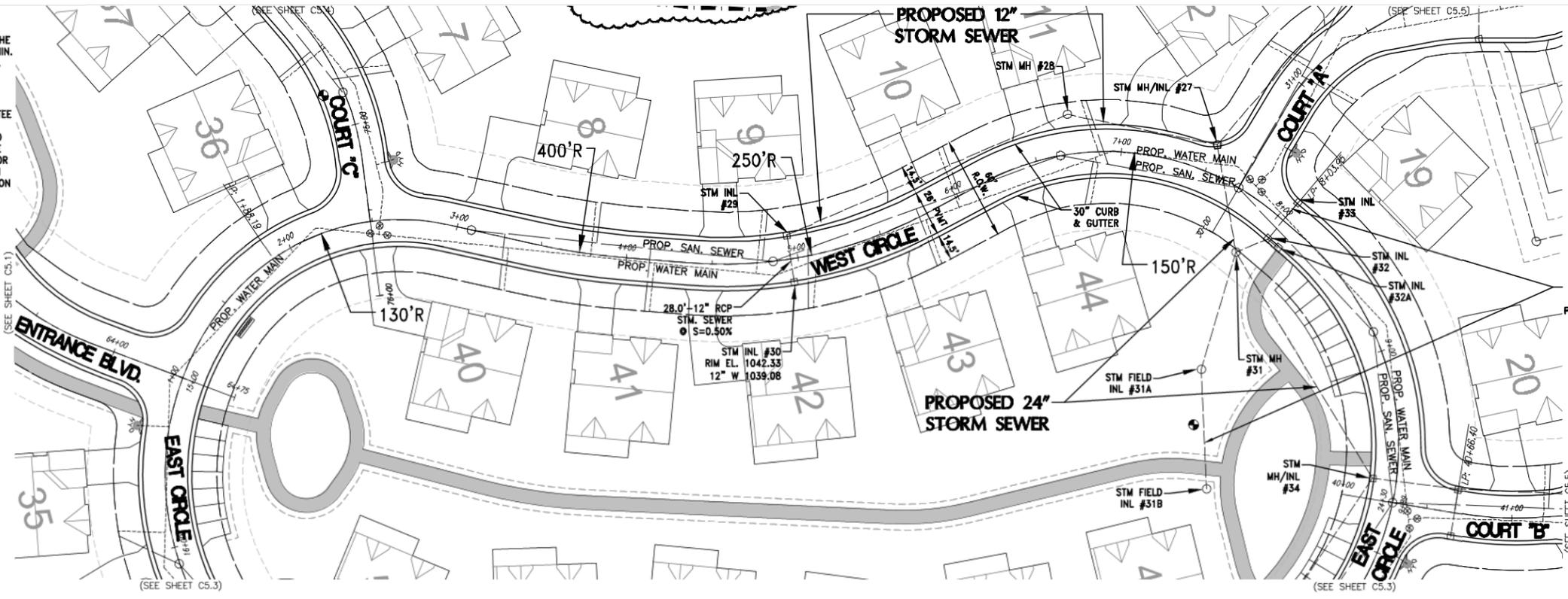
DESCRIPTION:
 ROADWAY &
 STORM SEWER
 PLAN & PROFILE

SHEET

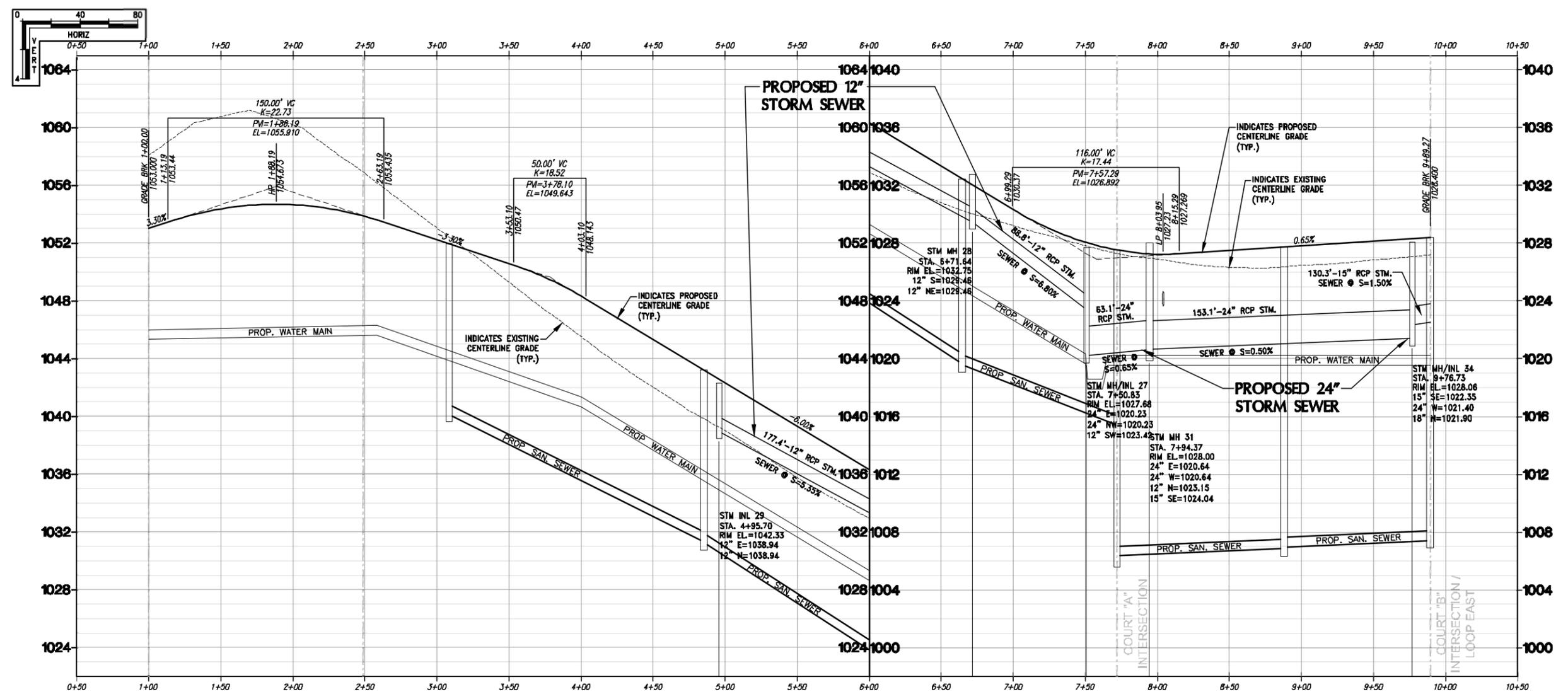
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REFER TO STORM SEWER PLAN & PROFILE SHEET C5.7



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12880 W. NORTH AVENUE, BLDG. D
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PROJECT:
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BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
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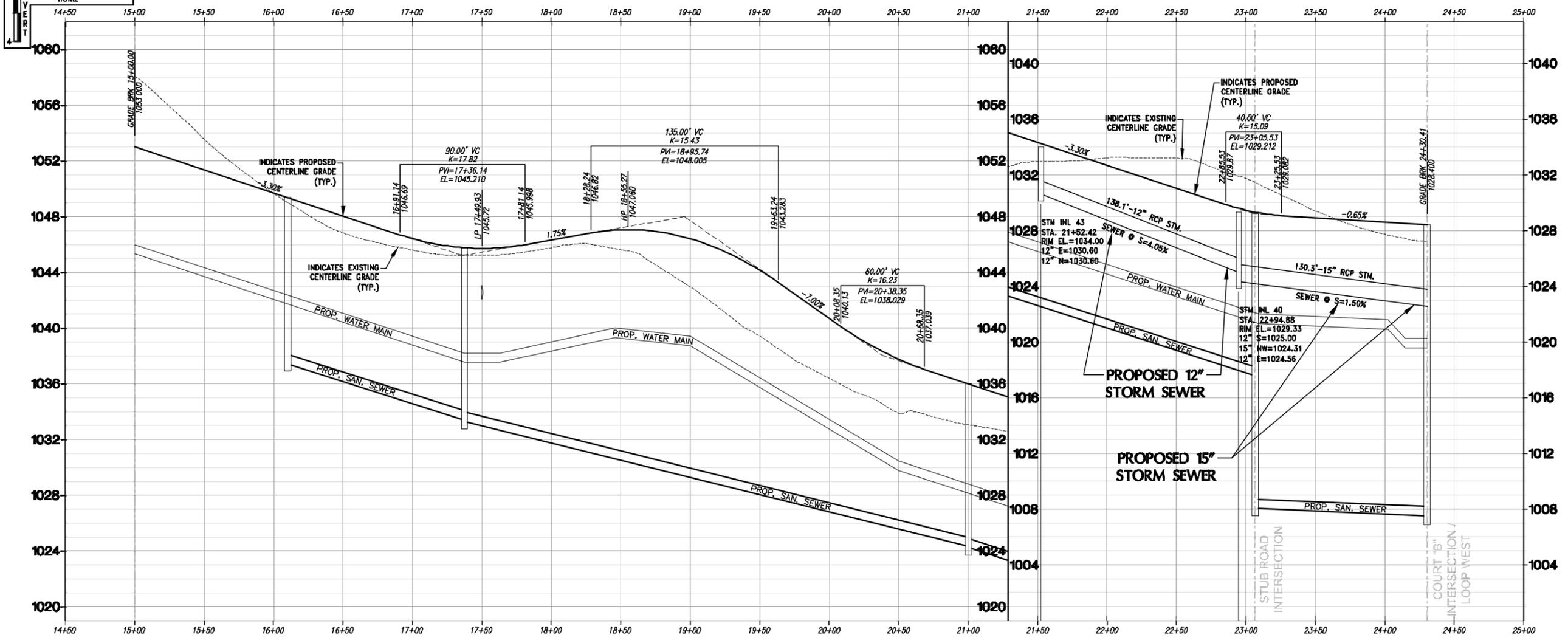
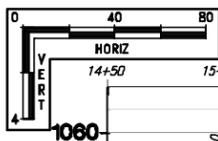
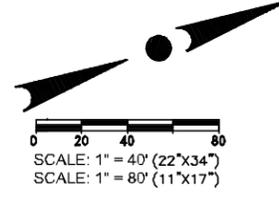
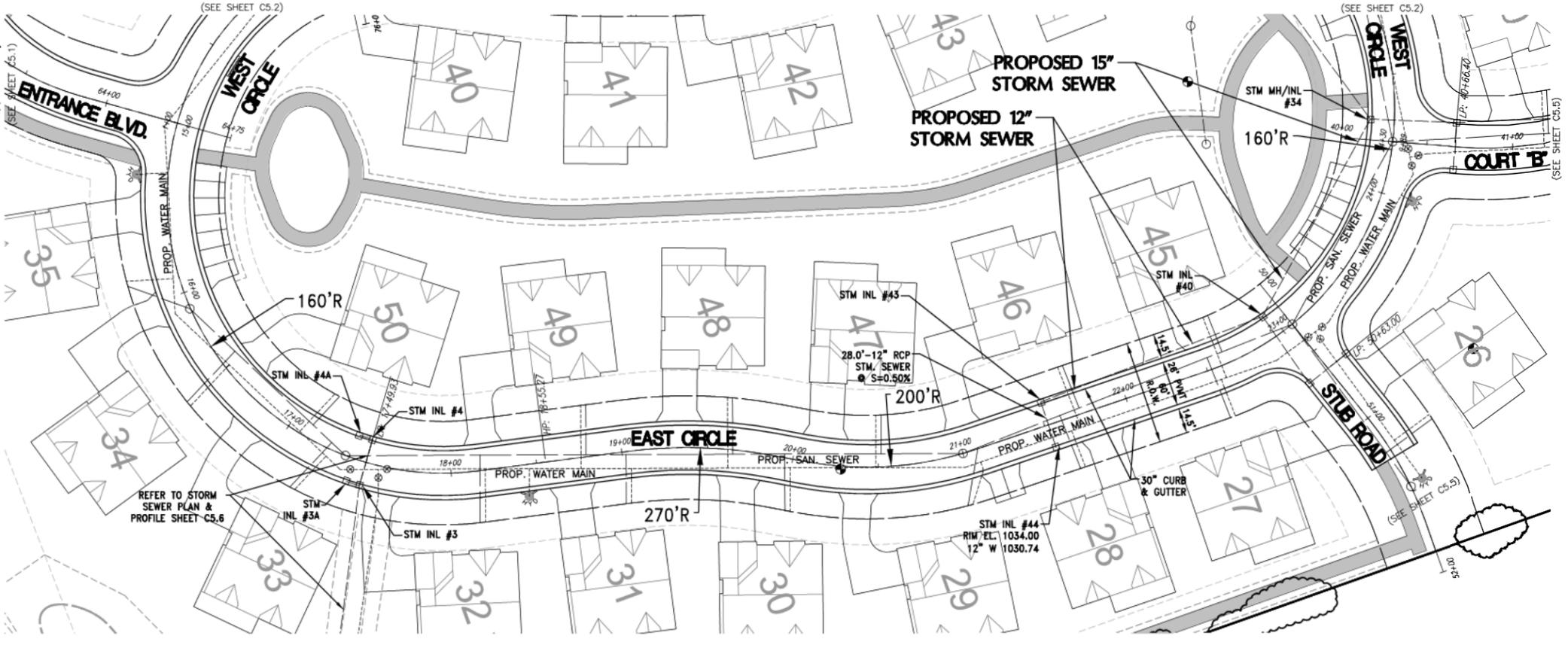
DESCRIPTION:
ROADWAY &
STORM SEWER
PLAN & PROFILE

SHEET

C5.2

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BROOKFIELD, WI 53005
PHONE: (262) 790-1480
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EMAIL: jpuudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
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VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

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DATE:
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JOB NUMBER:
17005

DESCRIPTION:
ROADWAY &
STORM SEWER
PLAN & PROFILE

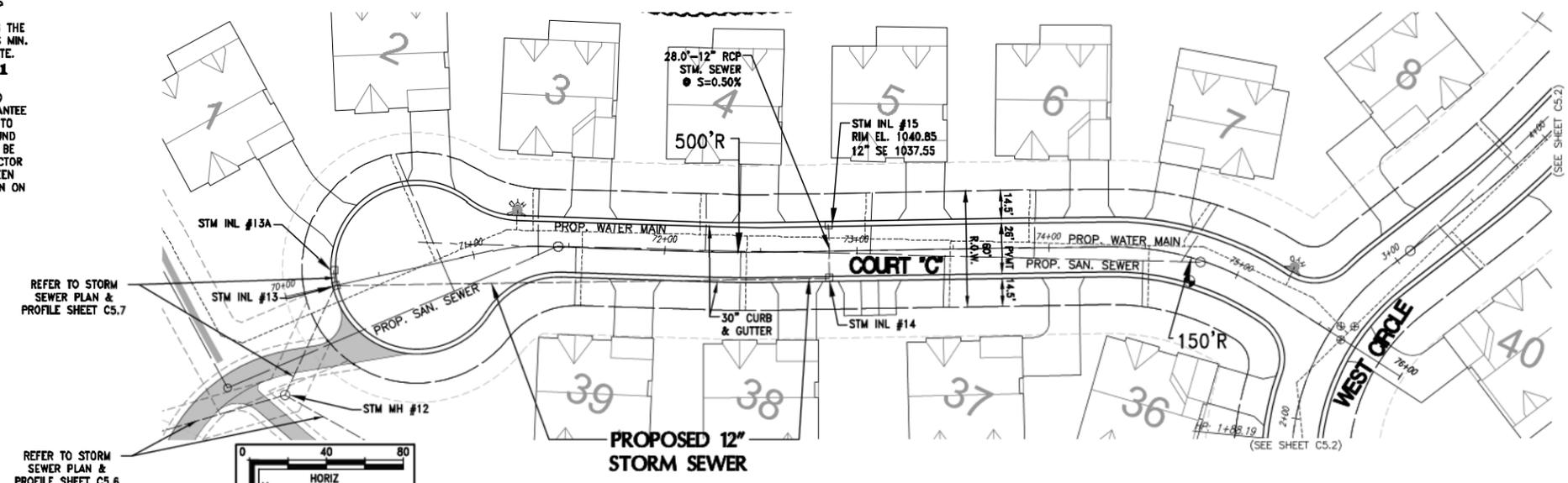
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C5.3

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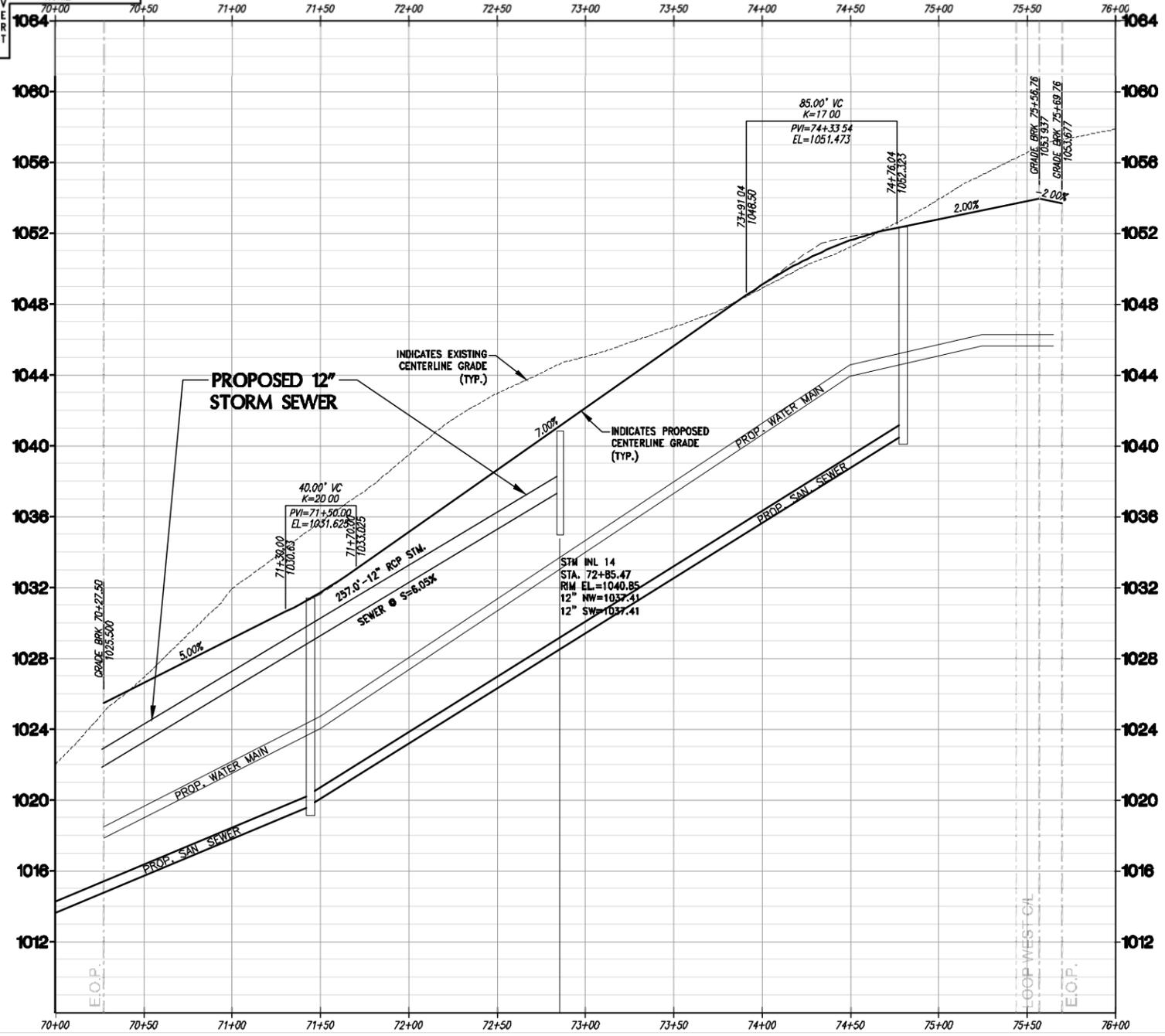
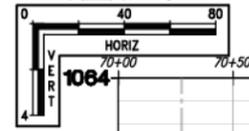
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REFER TO STORM SEWER PLAN & PROFILE SHEET C5.6

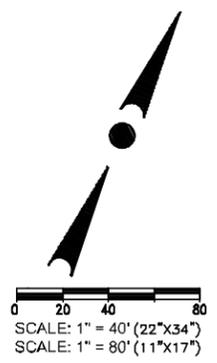
REFER TO STORM SEWER PLAN & PROFILE SHEET C5.7



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EMAIL: jpuddello@trioeng.com



PROJECT:
THE GLEN AT OVERLOOK TRAILS
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VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24-025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

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| 02/28/19 | CIVIL SUBMITTAL |

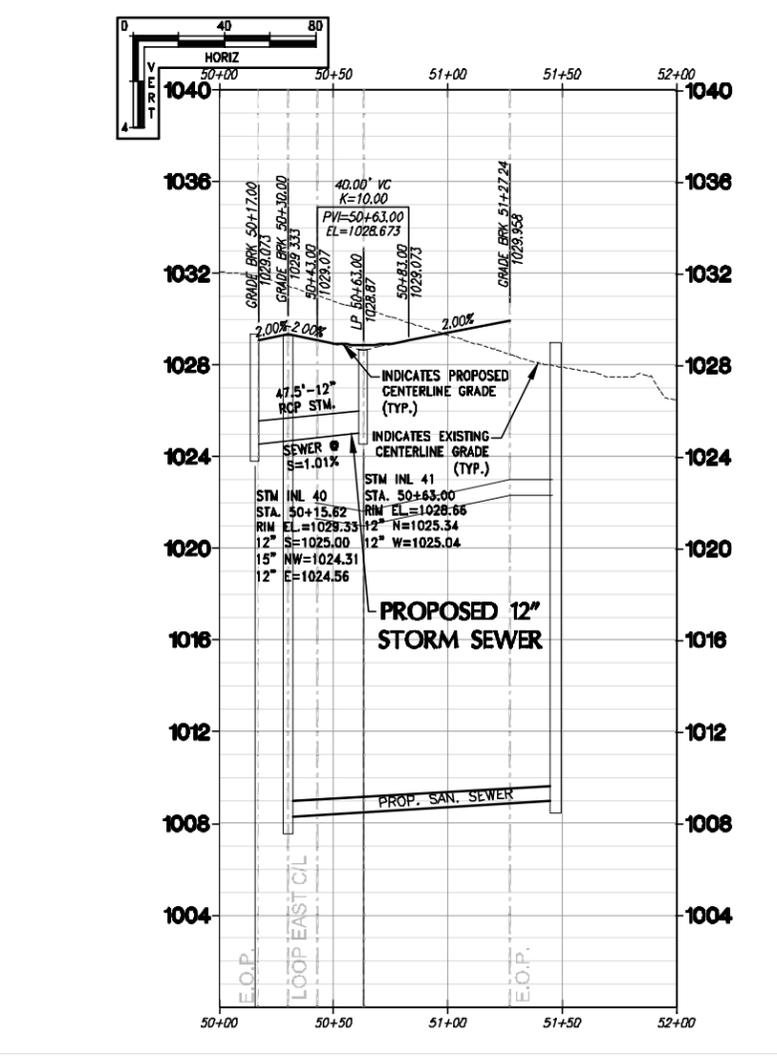
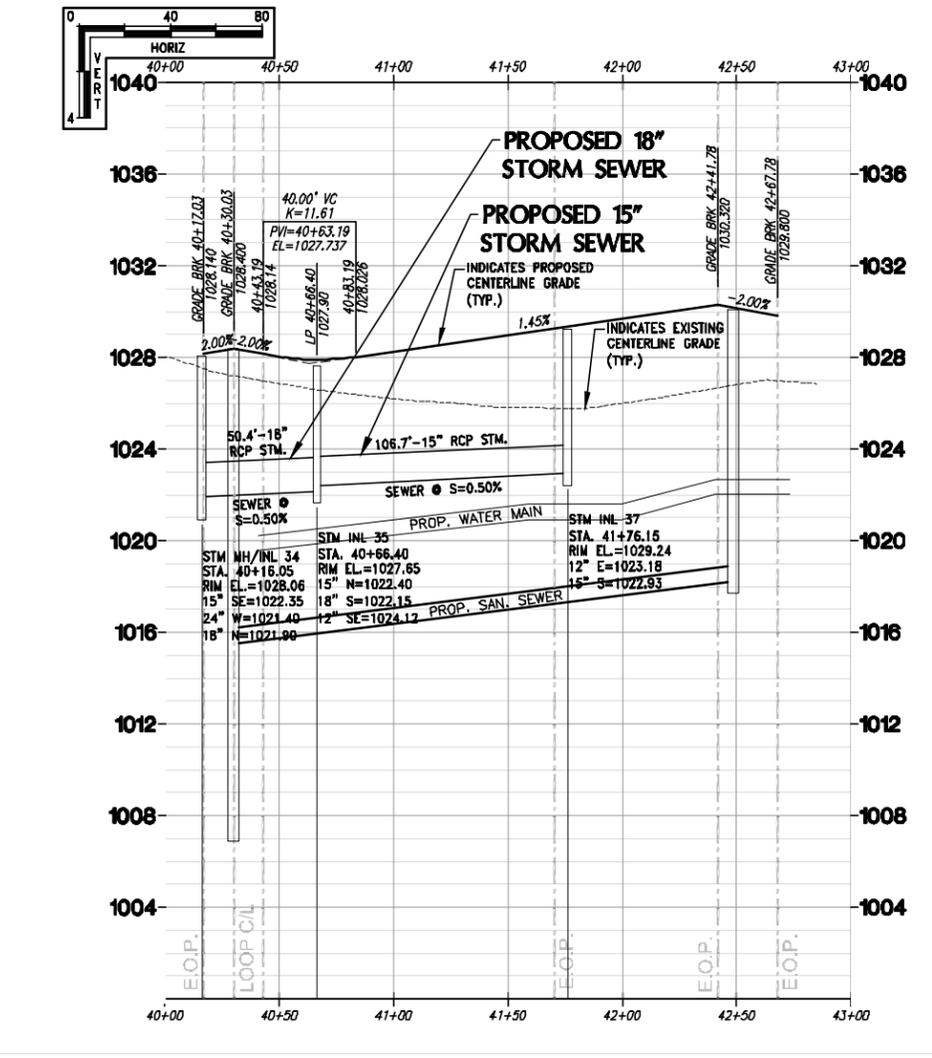
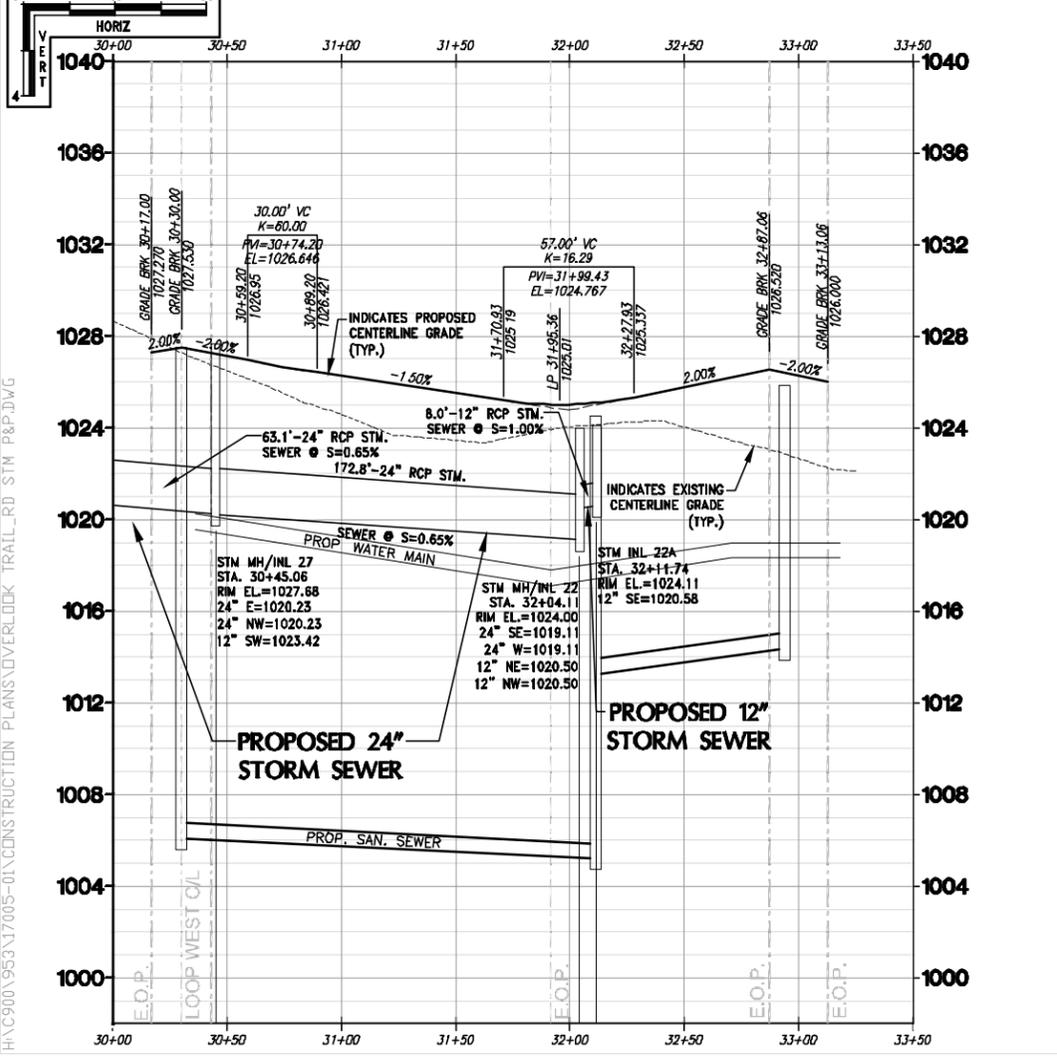
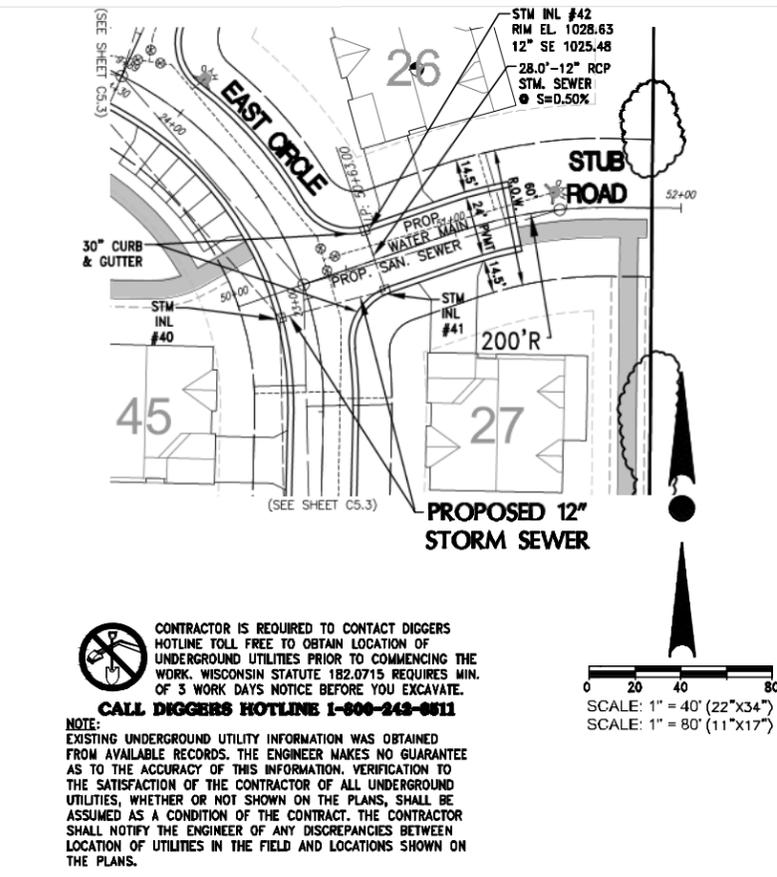
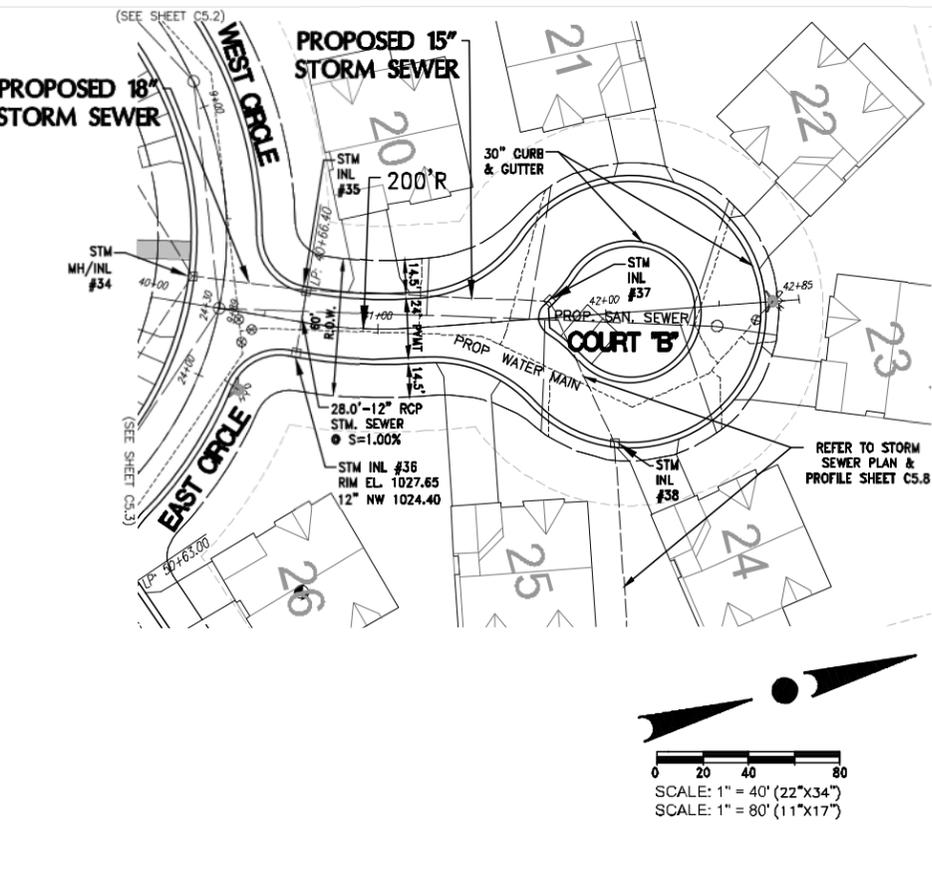
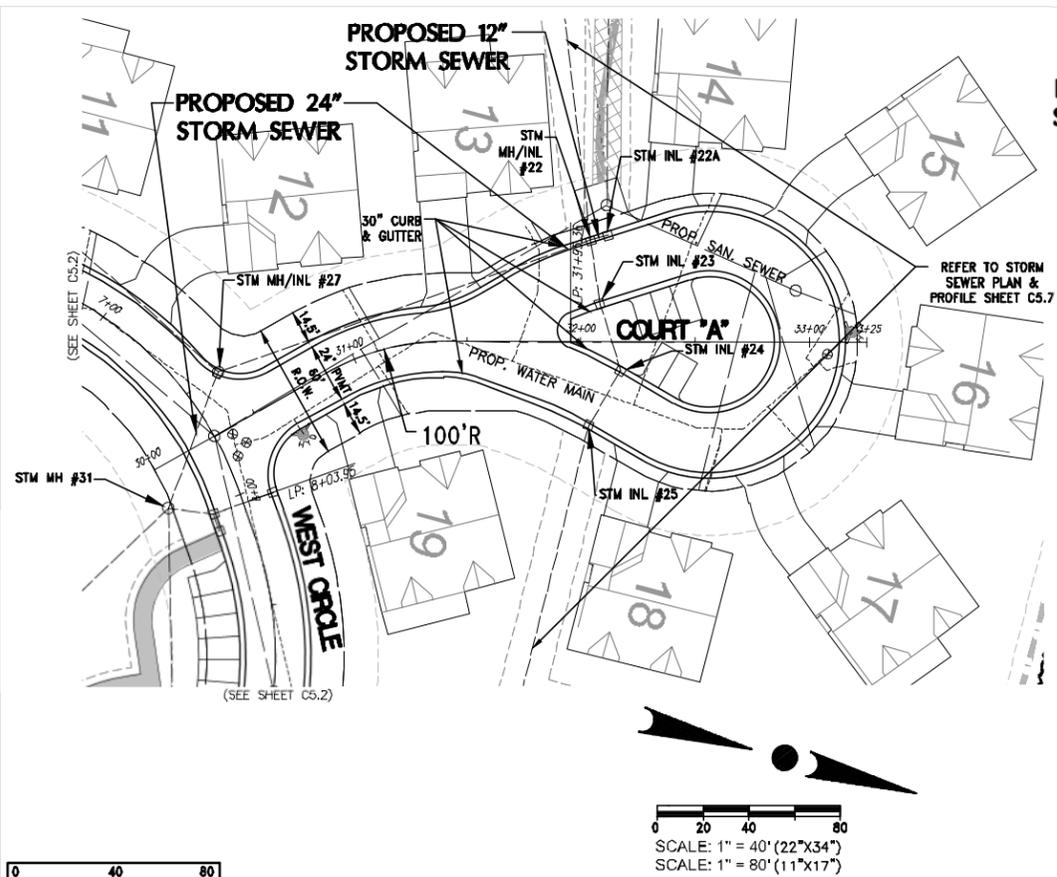
DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
ROADWAY &
STORM SEWER
PLAN & PROFILE

SHEET

C5.4



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WISCONSIN PROFESSIONAL ENGINEER

JOSHUA D. PUDELKO
E-39420
WAUNATOSA, WI

TRIO CIVIL ENGINEERING

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N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

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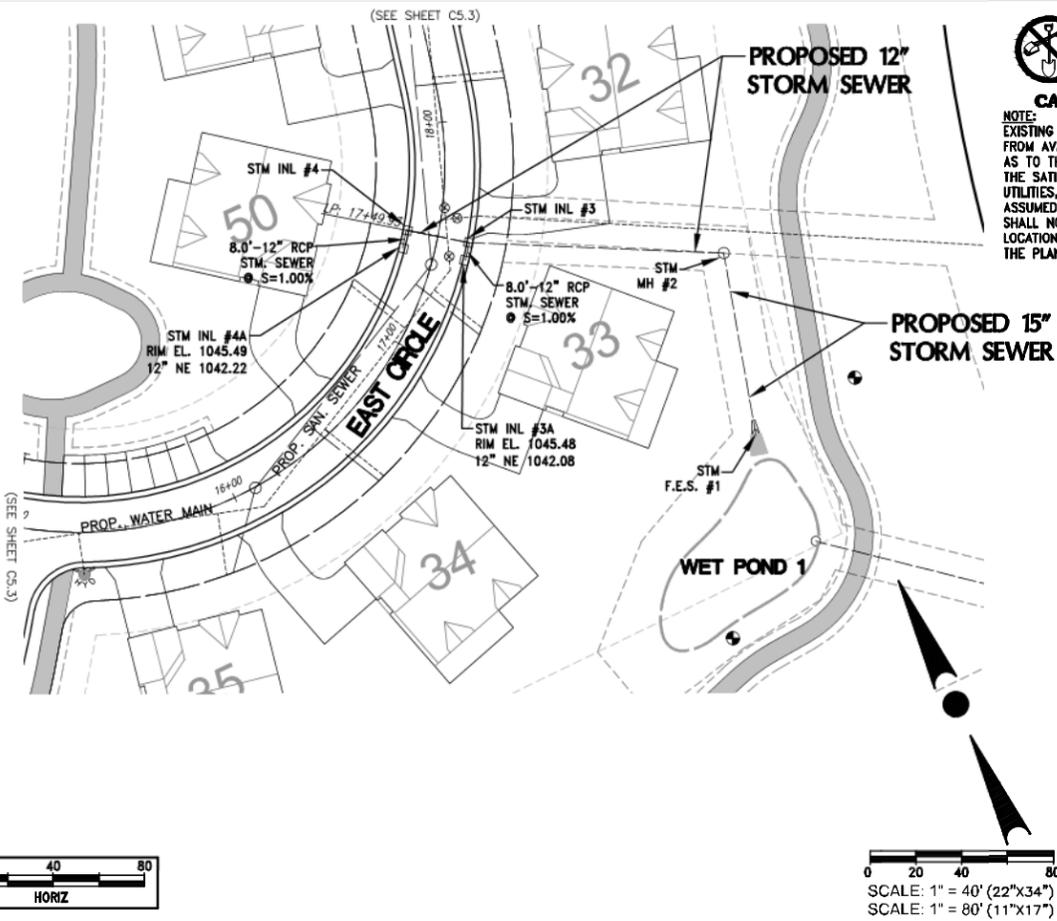
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DESCRIPTION: ROADWAY & STORM SEWER PLAN & PROFILE

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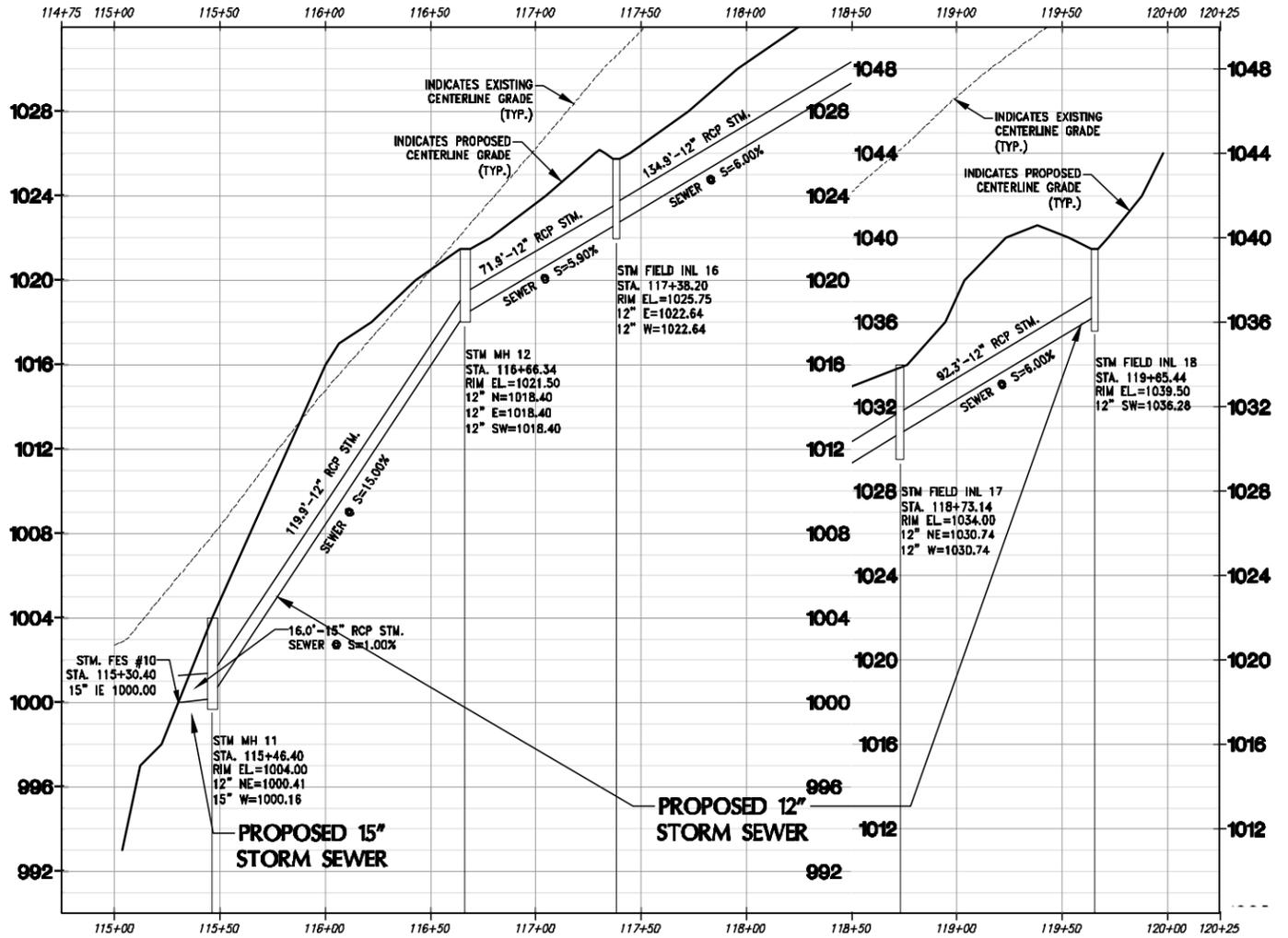
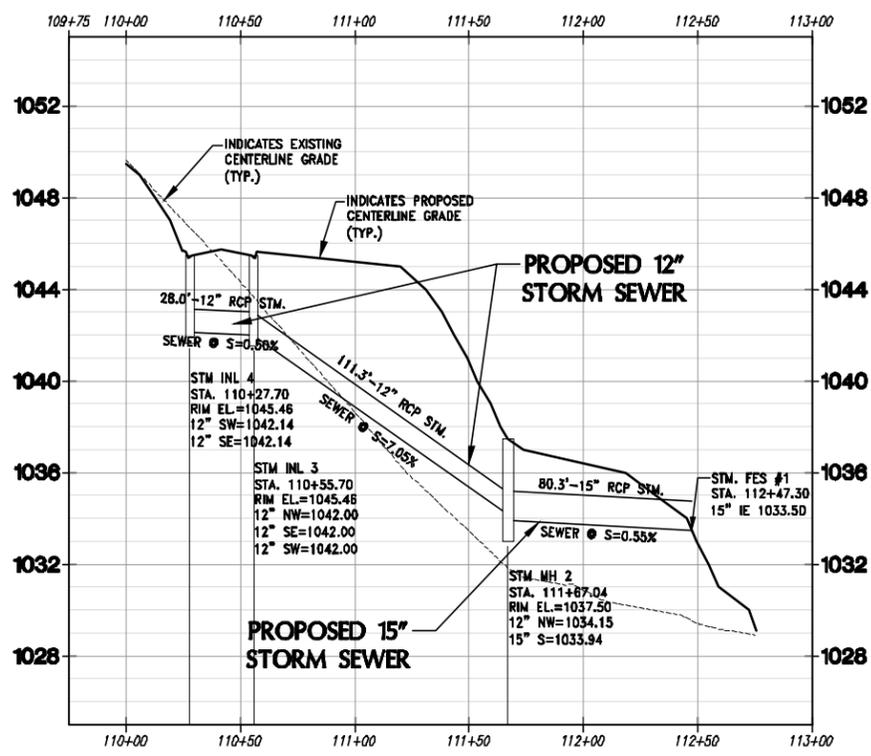
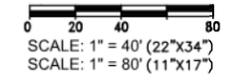
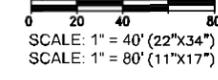
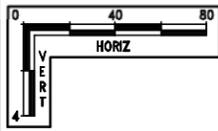
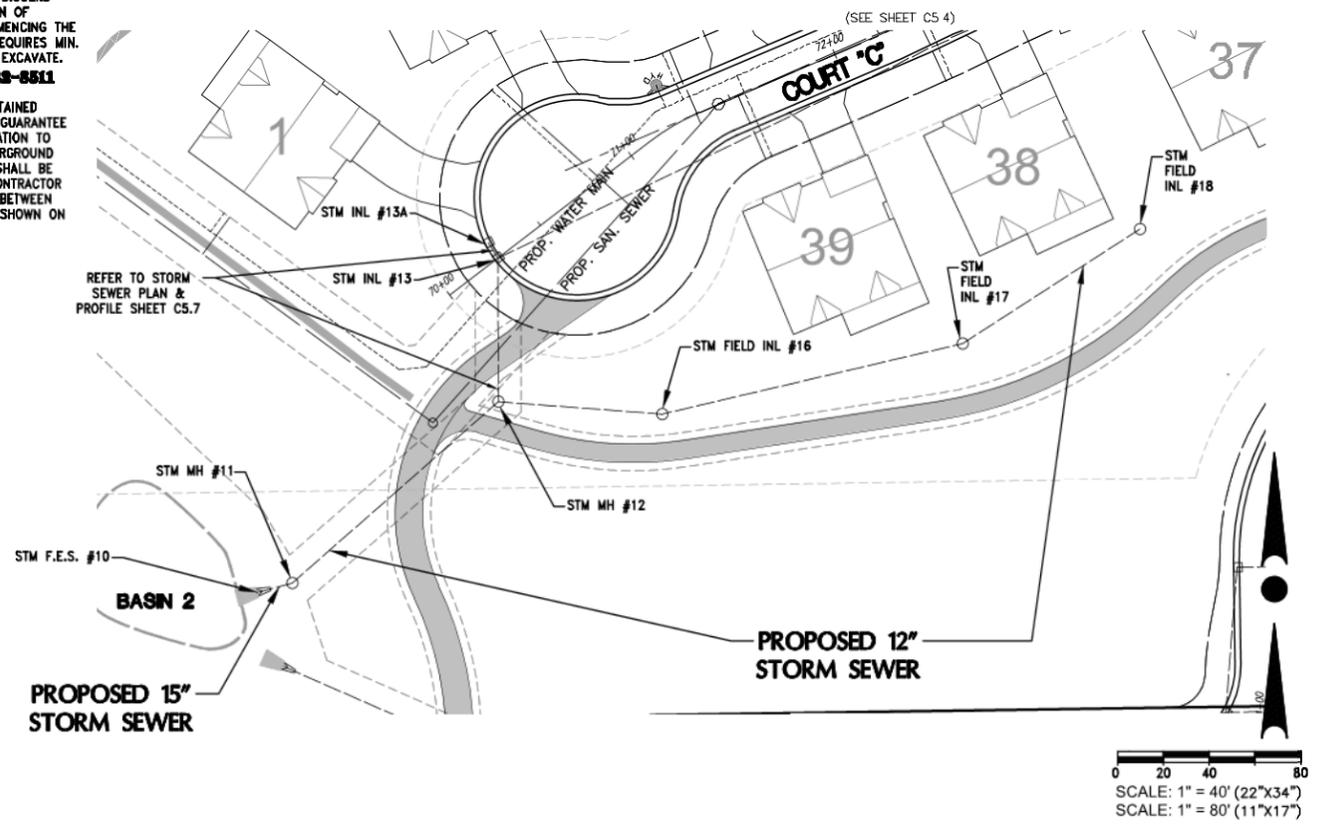
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CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE. CALL DIGGERS HOTLINE 1-800-243-8811

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12880 W. NORTH AVENUE, BLDG. D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpuddelo@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24-025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
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| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/19/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
STORM SEWER
PLAN & PROFILE

SHEET
C5.6



12660 W. NORTH AVENUE, BLDG. D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
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EMAIL: j.pudelko@trioeng.com

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| 02/28/19 | CIVIL SUBMITTAL |

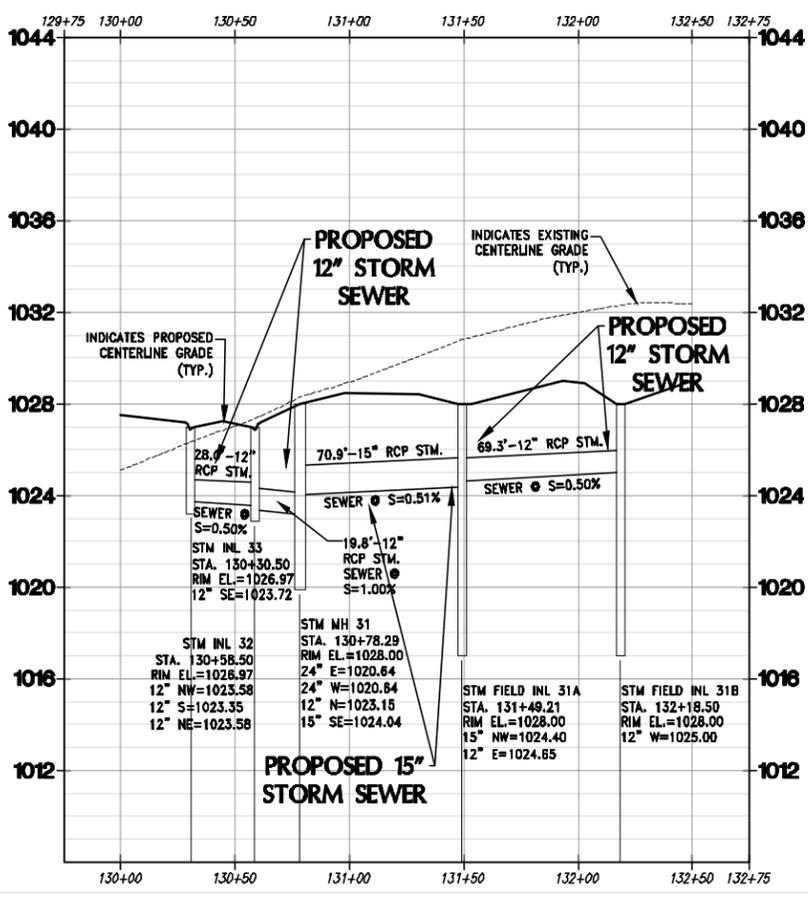
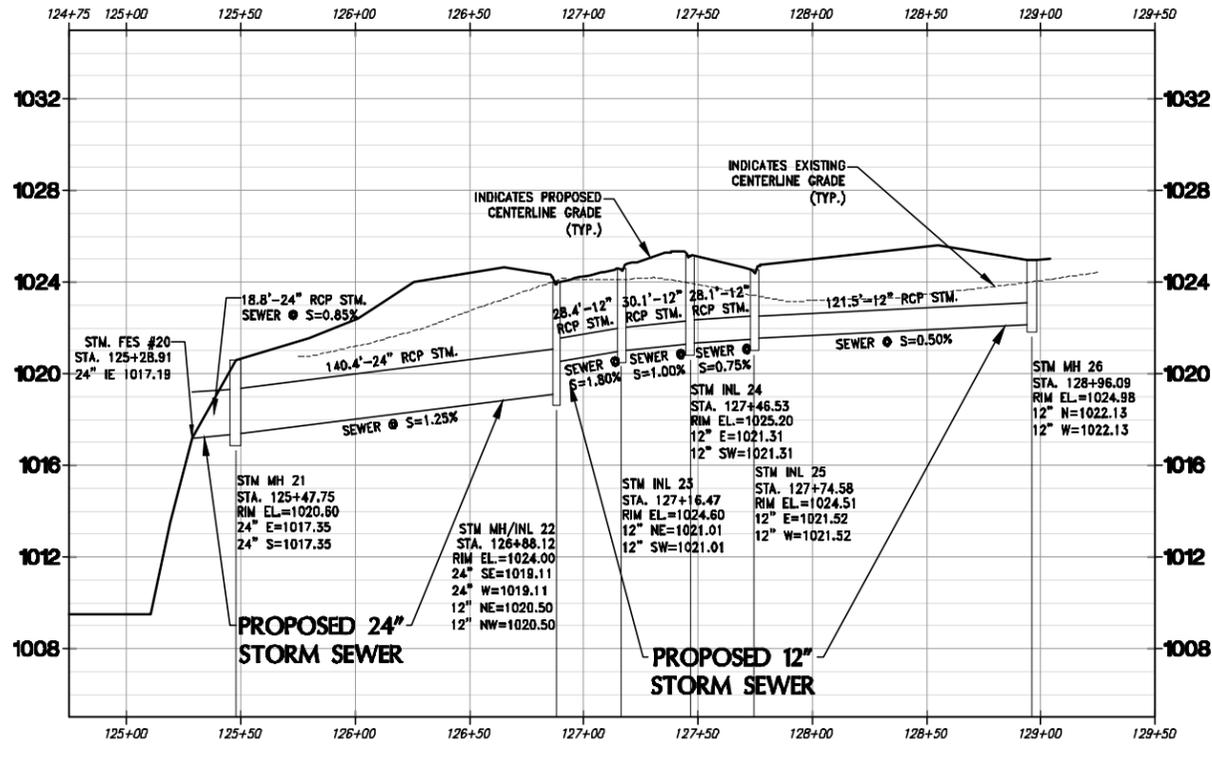
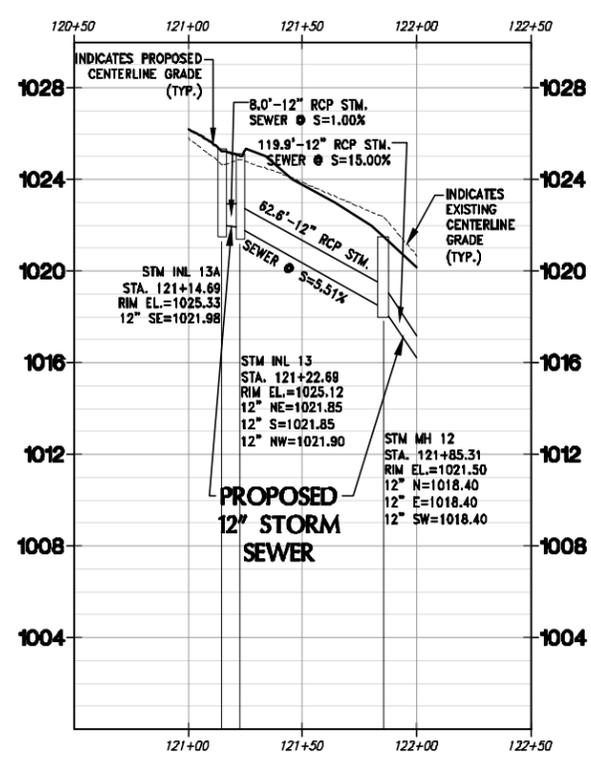
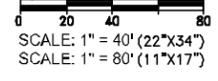
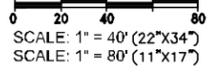
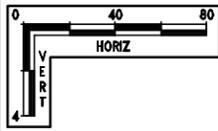
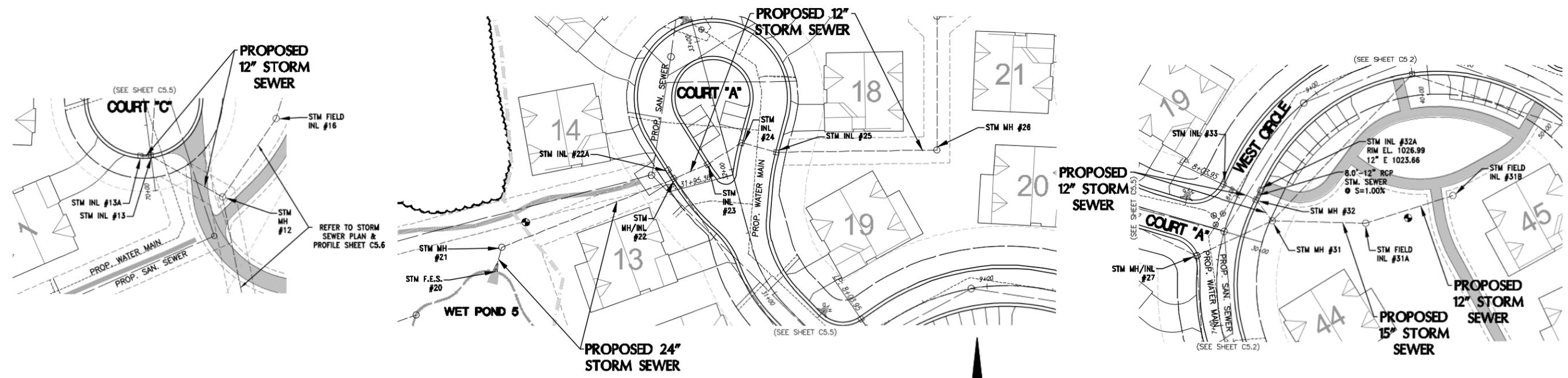
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DESCRIPTION:
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VILLAGE OF HARTLAND, WISCONSIN
BY:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

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| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

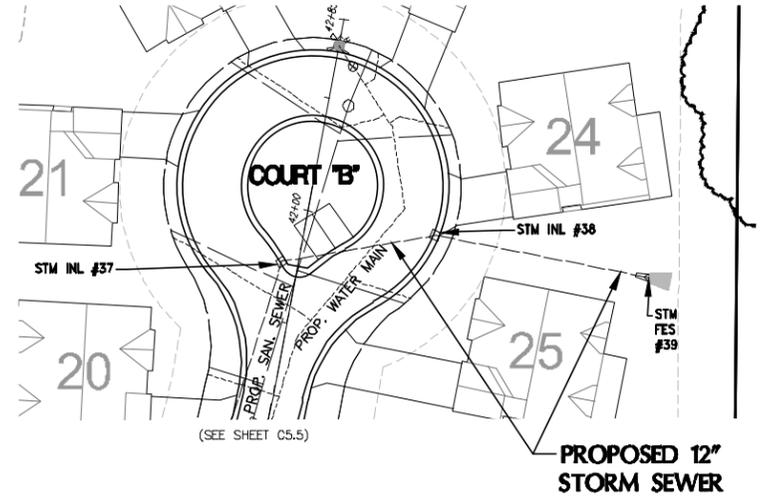
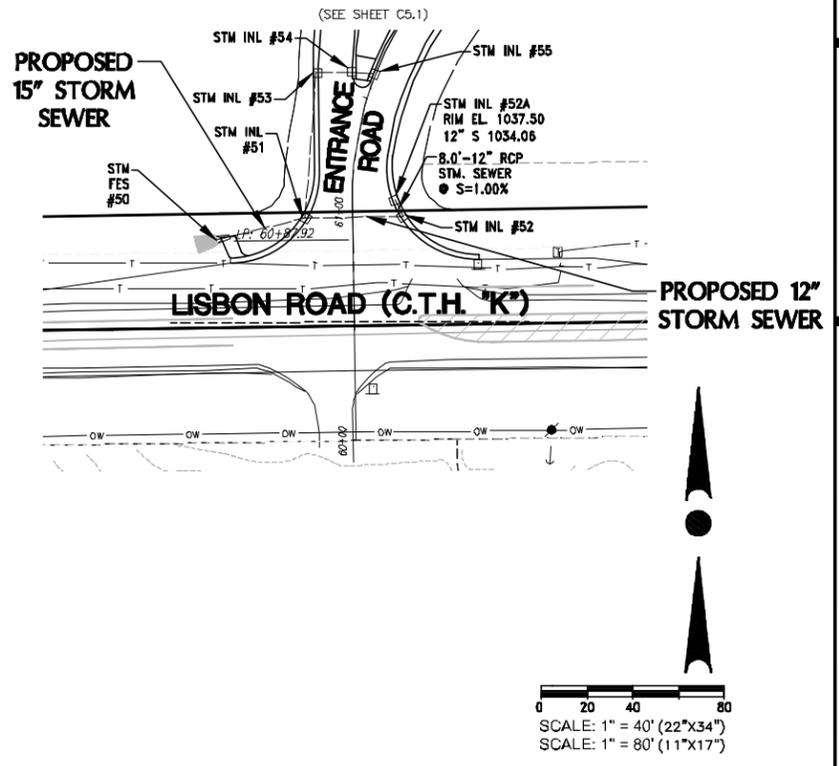
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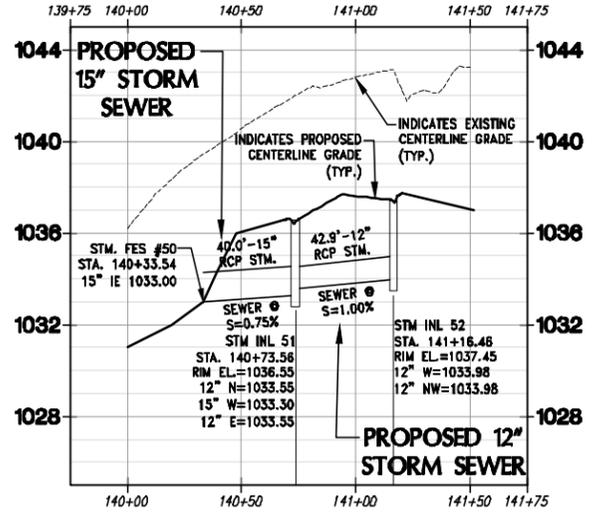
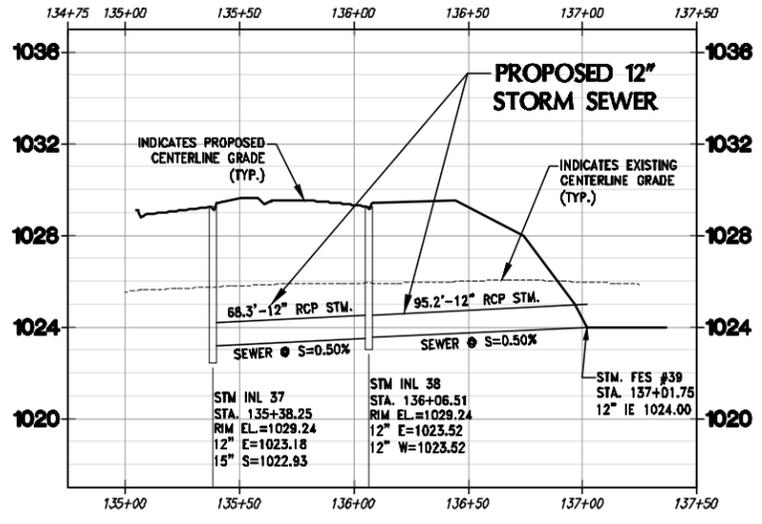
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CALL DIGGERS HOTLINE 1-800-243-0511

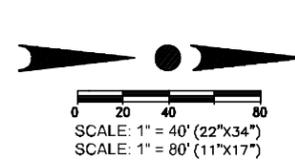
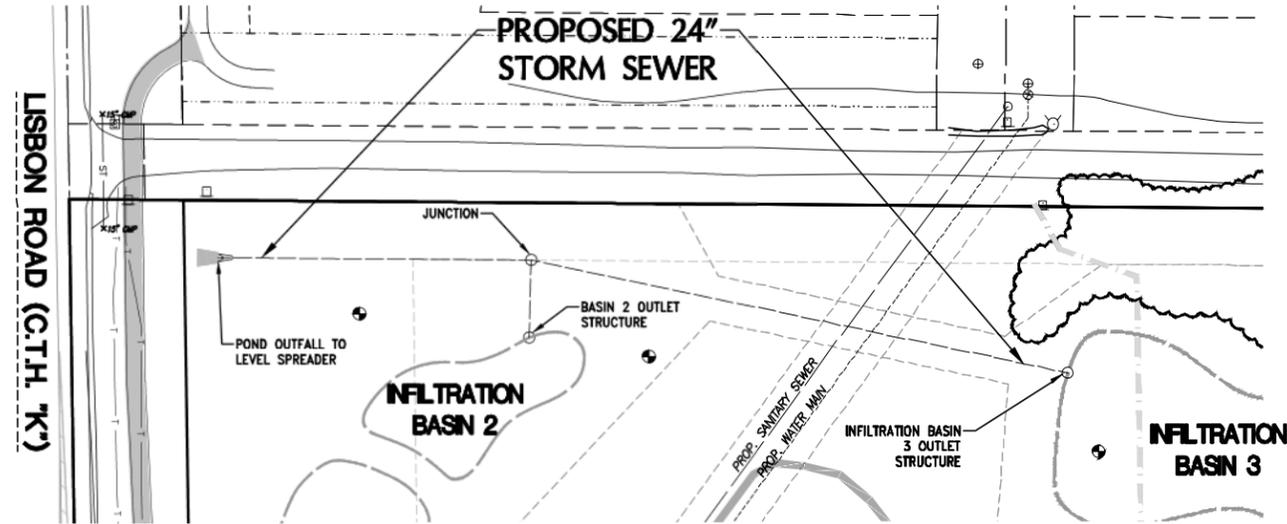
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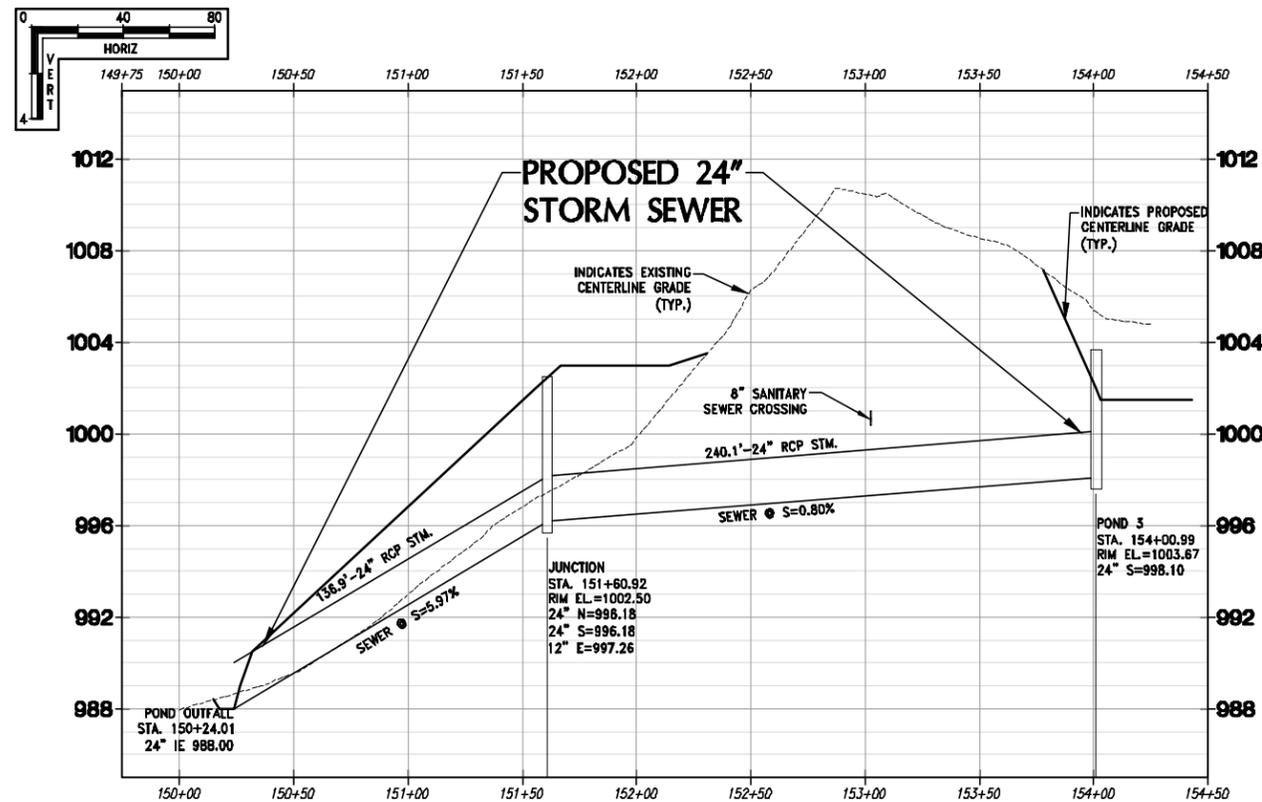
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PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

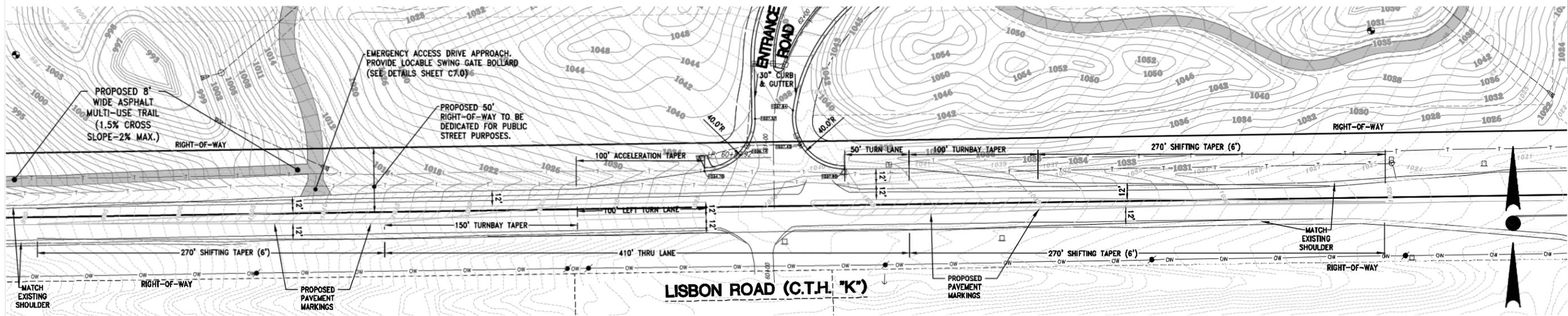
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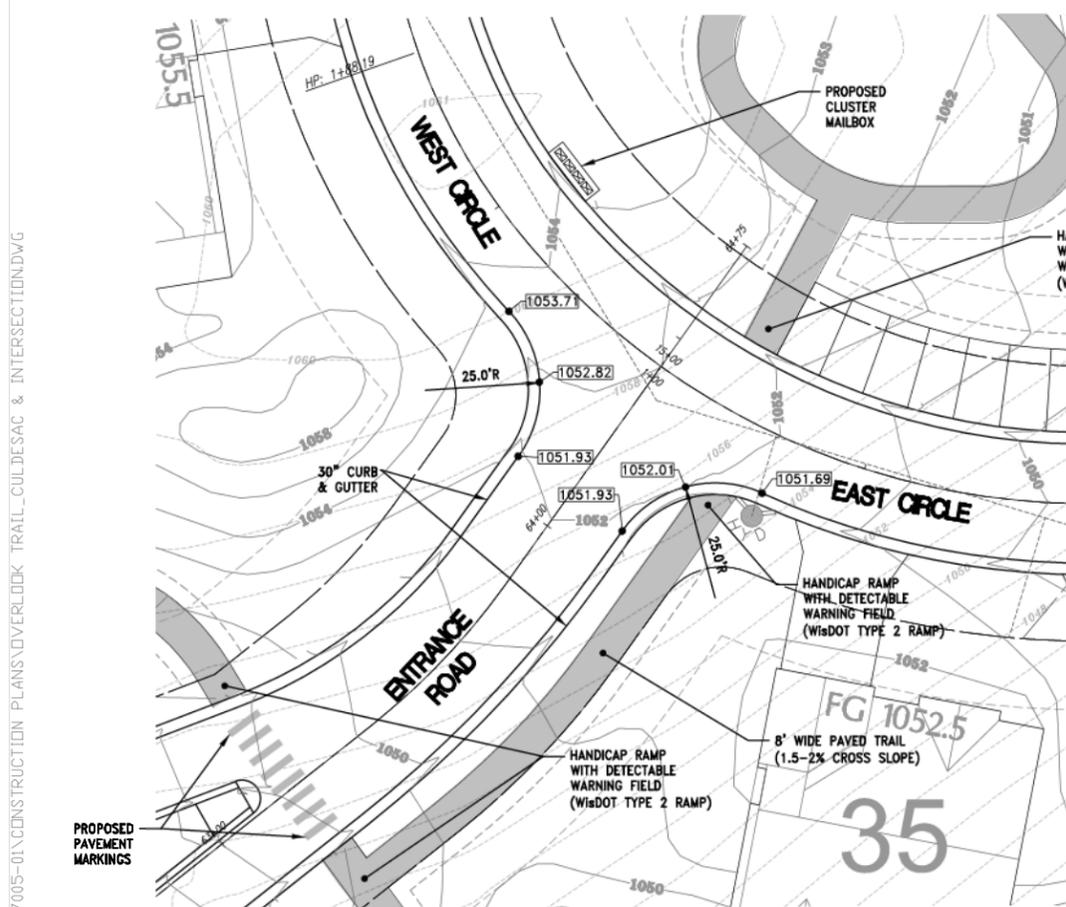
JOB NUMBER:
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DESCRIPTION:
STORM SEWER
PLAN & PROFILE

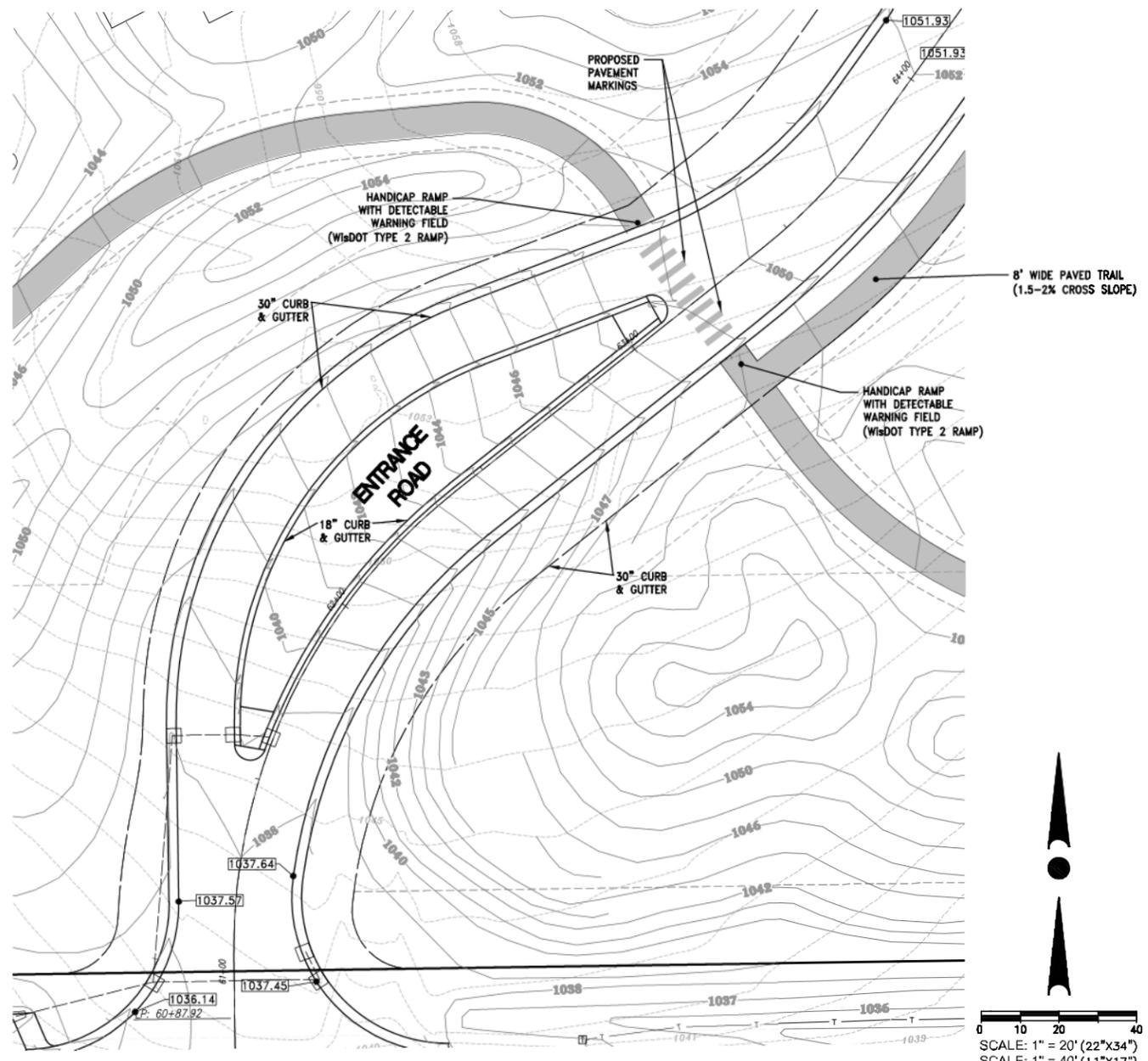
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 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

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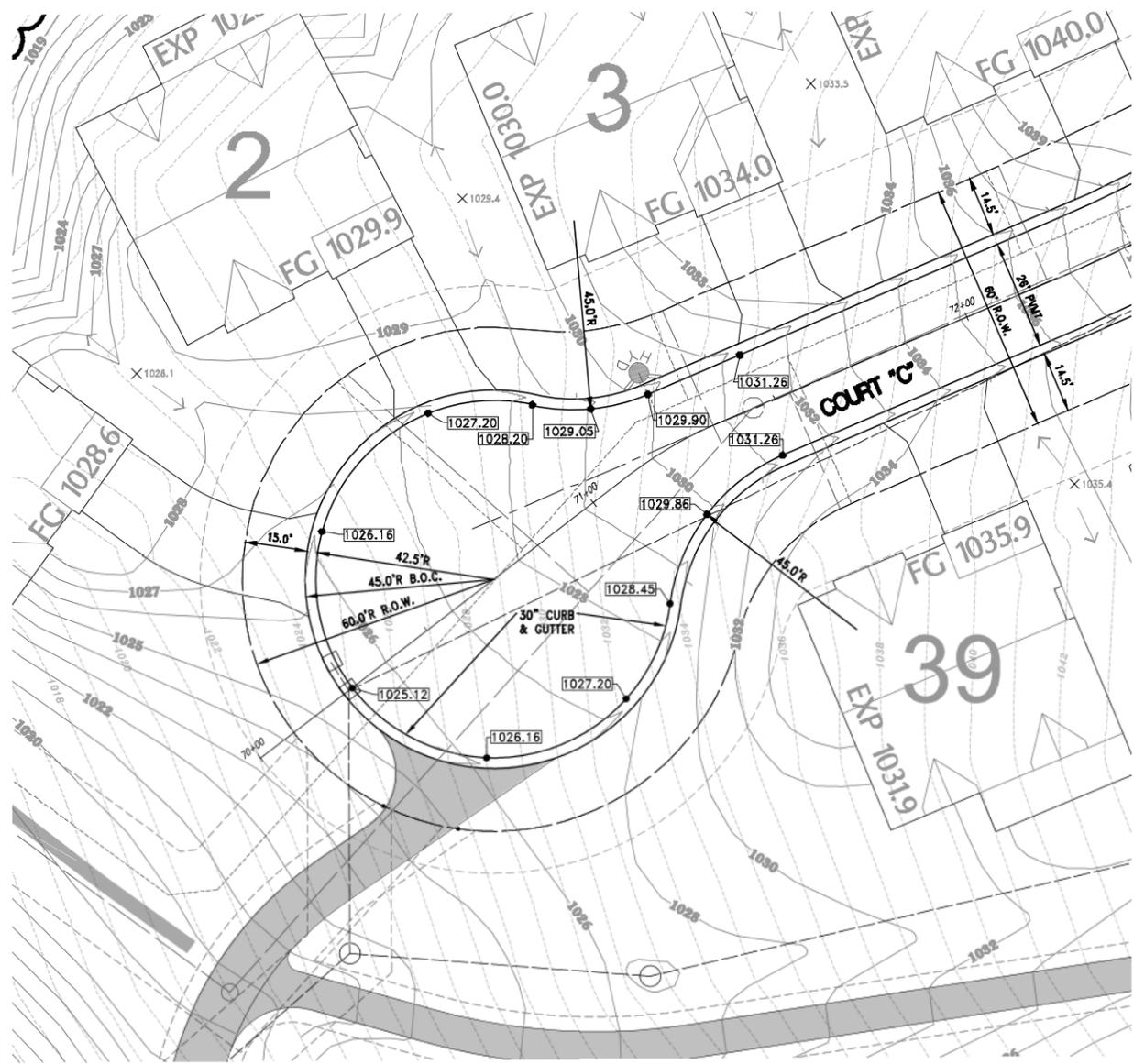
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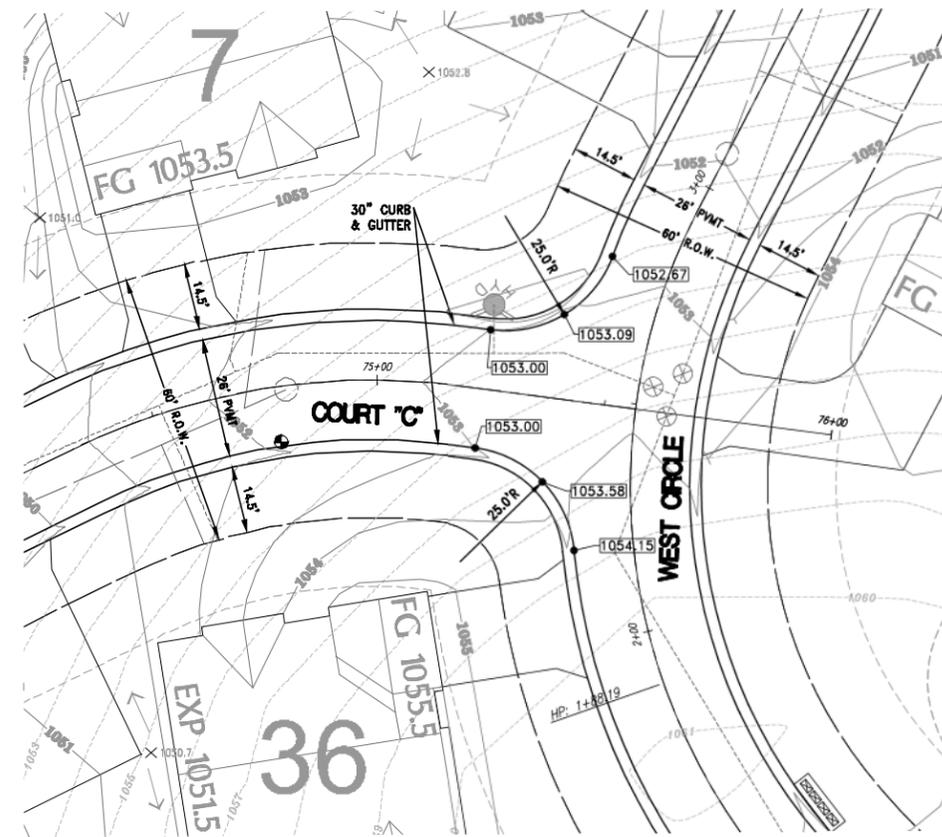
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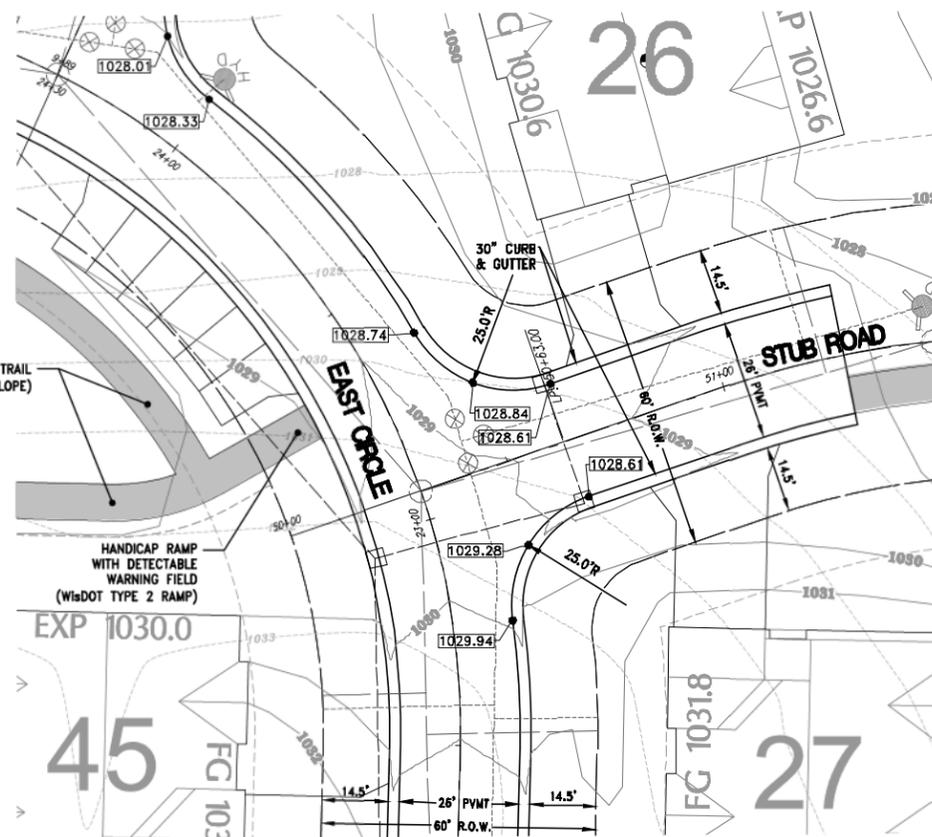
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 N27W24025 PAUL COURT, SUITE 100
 PEWAUKEE, WI 53072

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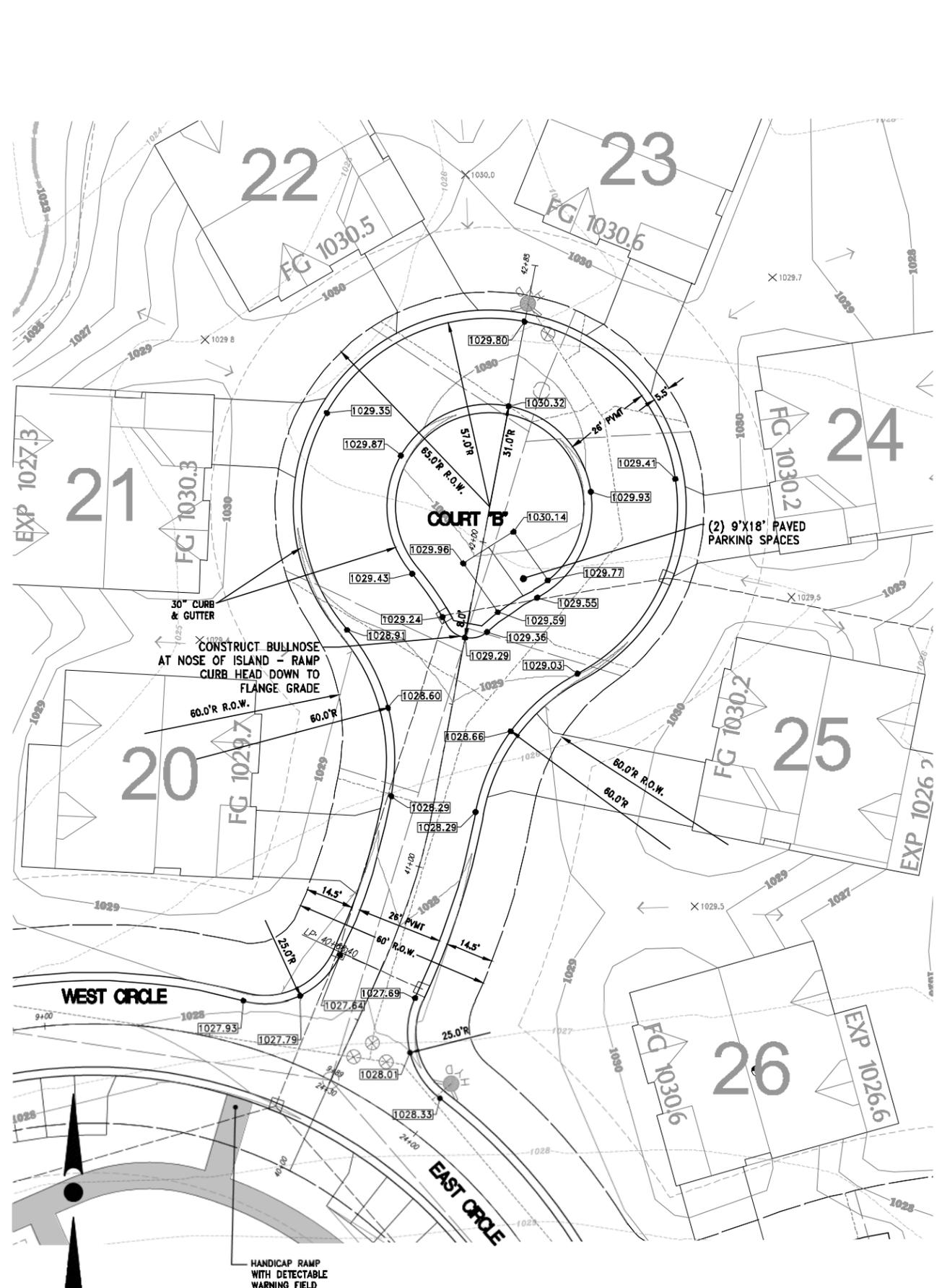
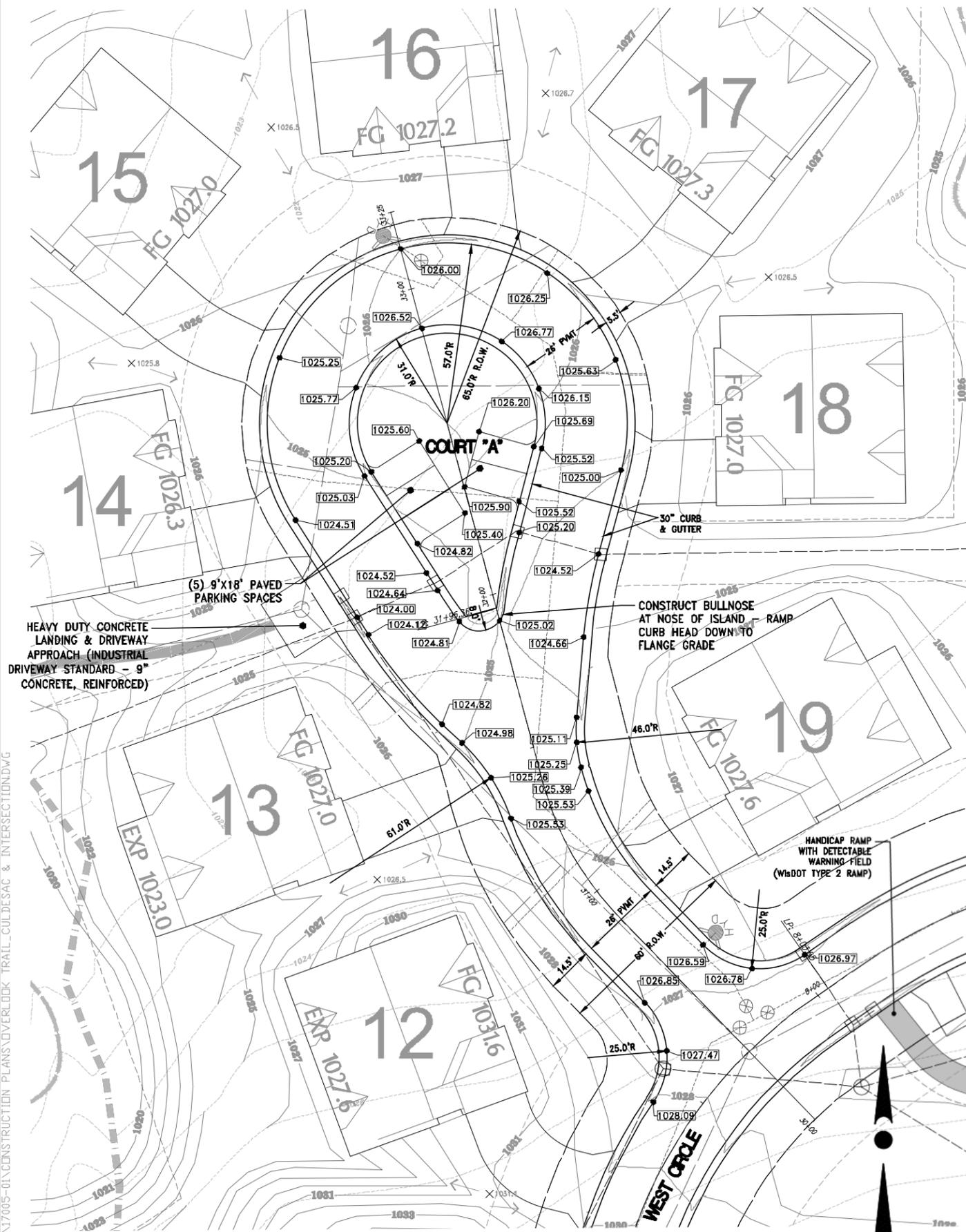
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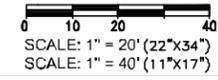
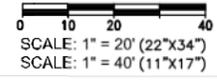
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COMPLIANT DOCUMENTATION:

THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.

- STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
- THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
- WDRM STORMWATER RUNOFF TECHNICAL STANDARDS.
- WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
- VILLAGE OF HARTLAND DEVELOPMENT STANDARDS, LATEST EDITION.

CONTRACTOR RESPONSIBILITY:

- EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS AND FIELD SURVEY. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR 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.
- THE LOCATION, SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS ITEMS.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTOR(S) TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS WORK. THE CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR ALL REQUIRED PERMITS, UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER AS CONSTRUCTION ACTIVITIES ARE COMPLETED TO PROVIDE CONSTRUCTION OVERSIGHT AND INSPECTION IN ACCORDANCE WITH THE CONSTRUCTION INSPECTION PLAN.
- THE OWNER WILL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. THE CONTRACTOR SHALL EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLIGENCE MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.

-ALL TRENCHES SHALL BE BACKFILLED OR SECURELY PLATED DURING NON-WORKING HOURS.

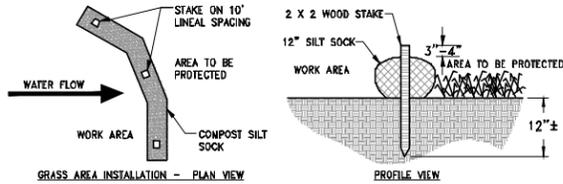
-CONTRACTOR SHALL BE PREPARED FOR DEWATERING CONDITIONS BY HAVING APPROPRIATE PUMPS AND FILTER BAGS ON-SITE FOR DEWATERING AND REMOVAL OF ALL SEDIMENT PER VILLAGE, COUNTY AND WDRM REQUIREMENTS PER TECHNICAL STANDARD 1061.

TRAFFIC CONTROL:

-PUBLIC ROADS SHALL NOT BE FULLY CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.

CONSTRUCTION NOTES:

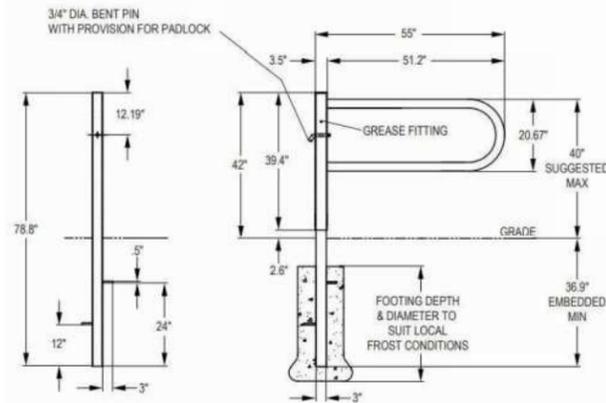
- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, STATE OF WISCONSIN, LATEST EDITION, UNLESS OTHERWISE CALLED FOR ON THE PLANS, SPECIFICATIONS OR SPECIAL PROVISIONS.
- ALL EROSION CONTROL MEASURES SPECIFIED ON THIS PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN BEST MANAGEMENT PRACTICE HANDBOOK AND TECHNICAL STANDARDS.
- ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, SILT SOCK, GRAVEL ENTRANCE, SEDIATION BASIN, ETC.), SHALL BE INSTALLED PRIOR TO COMMENCING ANY GRADING OR UTILITY CONSTRUCTION. GRADING ASSOCIATED WITH INSTALLATION OF EROSION OR SEDIMENTARY PRACTICES MAY OCCUR CONCURRENTLY WITH INSTALLATION OF PRACTICES.
- ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME. REFER TO THE CONSTRUCTION SEQUENCING PLAN FOR ADDITIONAL INFORMATION.
- THE OWNER IS RESPONSIBLE FOR OBTAINING A GRADING AND/OR EROSION CONTROL PERMIT (OR ANY OTHER APPLICABLE PERMITS) PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY DIGGERS HOTLINE, ALL UTILITY DEPARTMENTS, AND GOVERNMENT UNITS WHOSE PROPERTY MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 1-800-242-8511.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF THE PROJECT AND PUBLIC ROADWAYS DURING CONSTRUCTION PER THE REQUIREMENTS SET FORTH BY THE LOCAL AND COUNTY AGENCIES. STREETS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING OR OTHER APPROPRIATE MEASURES. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
- INLETS SHALL BE PROTECTED WITH AN EROSION BARRIER MEETING WDRM TECHNICAL STANDARD 1060 UNTIL THE AREA HAS BEEN STABILIZED. FREQUENT INSPECTION AND TIMELY MAINTENANCE IS REQUIRED.
- UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD A MINIMUM OF FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED AREAS AND PROVIDE SEED, FERTILIZER AND MULCH PER THE STANDARD SPECIFICATIONS.
- ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS AND WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. CONTRACTOR IS REQUIRED TO PERFORM INSPECTIONS, KEEP A LOG, AND REPAIR BMP'S AS NEEDED.
- REFER TO EROSION CONTROL PLAN FOR SITE EROSION CONTROL ELEMENTS, REQUIREMENTS.



- NOTES:**
- ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS
 - REFER TO MANUFACTURERS AND/OR SUPPLIERS. SPECIFICATIONS FOR INSTALLATION RECOMMENDATIONS.
 - ACTUAL LOCATION MAY BE FIELD ADJUSTED TO MINIMIZE DISTURBANCE TO EXISTING VEGETATION.

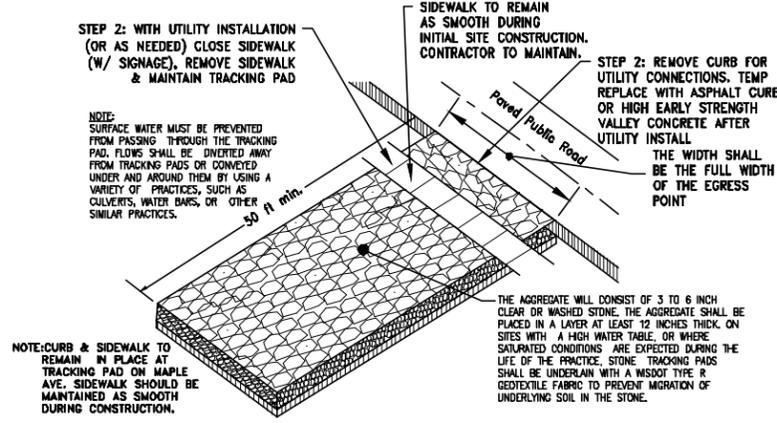
STRAW WATTLE INSTALLATION DETAIL

NO SCALE



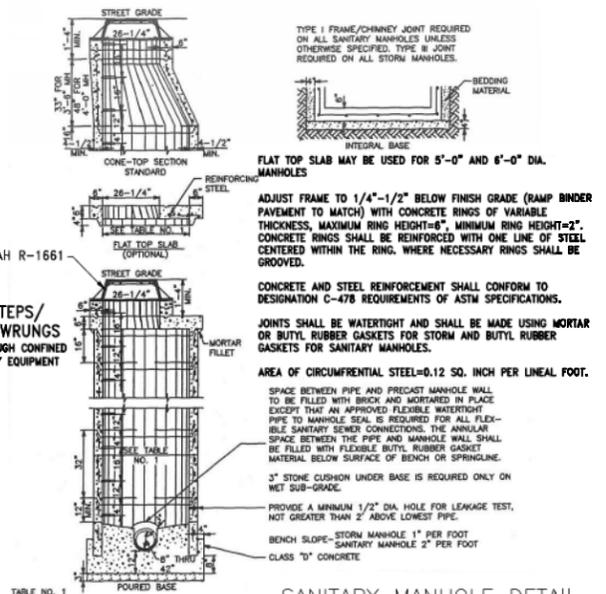
SWING GATE BOLLARD DETAIL

NO SCALE



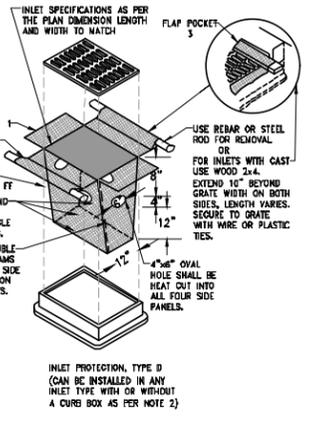
CONSTRUCTION ENTRANCE DETAIL

NO SCALE



SANITARY MANHOLE DETAIL

NO SCALE



GENERAL NOTES:

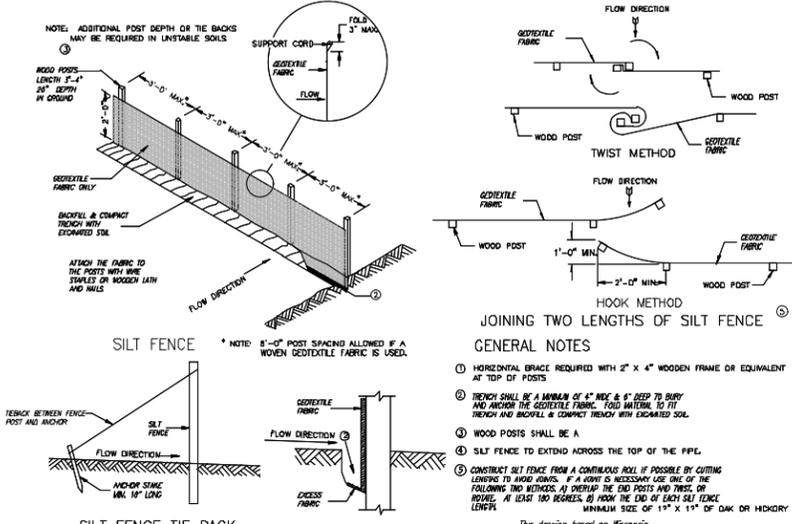
- MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.
- WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
 - FOR INLET PROTECTION, TYPE D (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
 - FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

INSTALLATION NOTES:

- TYPE D**
DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.
- TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
- THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHEN NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

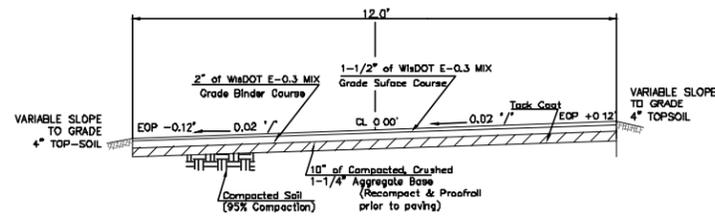
INLET PROTECTION DETAIL

NO SCALE



SILT FENCE INSTALLATION DETAIL

NO SCALE



STANDARD CROSS SECTION FOR EMERGENCY ACCESS DRIVE

NOT TO SCALE



12880 W. NORTH AVENUE, BLDG. D
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpuudelko@trioeng.com

PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

| DATE | DESCRIPTION |
|----------|-----------------------|
| 08/27/16 | PRELIMINARY SUBMITTAL |
| 11/16/16 | PUBLIC STREETS |
| 11/27/16 | PAVED TRAILS |
| 01/17/19 | CONDO BUILDING |
| 02/28/19 | CIVIL SUBMITTAL |

DATE:
FEBRUARY 28, 2019

JOB NUMBER:
17005

DESCRIPTION:
CONSTRUCTION
NOTES & DETAILS

SHEET

C7.0

H:\C9000\953\07005-01\CONSTRUCTION PLANS\OVERLOOK TRAIL_COVER & DETAILS.DWG

HARTLAND PUBLIC UTILITIES EASEMENT

EXHIBIT F

DOCUMENT NO.:

This Permanent Easement, made between Overlook Trails, LLC, Grantor, and the Village of Hartland, Grantee,

WITNESSETH, that Grantor, in exchange for good and valuable consideration, receipt and sufficiency of which is acknowledged, grants and warrants to Grantee Permanent, Perpetual and Exclusive Easements and Temporary Easements upon, within, and beneath Grantor's property ("Easement Area") within the Village of Hartland, Waukesha County, Wisconsin, specifically depicted and described on the attached Exhibit A which is hereby incorporated by reference.

- 1. Purpose: The purpose of this Easement is to permit Grantee the right to erect, construct, install, use, operate, inspect, repair, maintain, replace, supplement and remove public utilities of the Village of Hartland including, but not limited to, Water and Sewer Facilities.
2. Access: Subject to the following terms and conditions, Grantee, and its officers, employees, agents, and contractors shall have the right to enter the easement property for the purpose of exercising any of Grantee's rights under this Easement.
3. Conditions of Easement:
3.1. Grantee shall restore or cause the restoration of the surface area of the easement area in like kind to the original surface including grass or other plant material removed or impacted by the initial installation of utilities and any subsequent surface-disturbing activity undertaken by Grantee within the easement. Such restoration shall be subject to customary commercial restoration standards including type of grasses used and size of other plant material and shall include use of commercially generally available plant material sizes.
3.2. Grantee shall provide standard watering and care to establish a healthy stand of grass and to ensure that other plant material installed pursuant to paragraph 3.1 above is given the most reasonable chance of success. Grantee shall warranty the grass for one year from the date of planting or installation and shall warranty plant material for one year from the date of planting.
3.3. Grantor will provide prompt notice to Grantee of any insufficiencies in watering or other care of the plant material providing Grantee thirty (30) days to cure the insufficiencies.
3.4. The Temporary Easement provided herein shall terminate two (2) years after the recording of this document or when the construction and installation of public utilities for the Village of Hartland is completed, whichever occurs first.
4. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns.

Drafted by and return to:

Parcel Identification Number(s) (PIN):

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 2019.

Overlook Trails, LLC
By Neumann Developments, Inc, Its Sole Member, Grantor

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

State of Wisconsin }
}ss.

County of Waukesha }

Notary Public

Commission expires: _____

Personally came before me this ____ day of _____ the above named XXXXXXXX, Sole Member of Overlook Trails, LLC, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

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 B
Storm Water Facilities

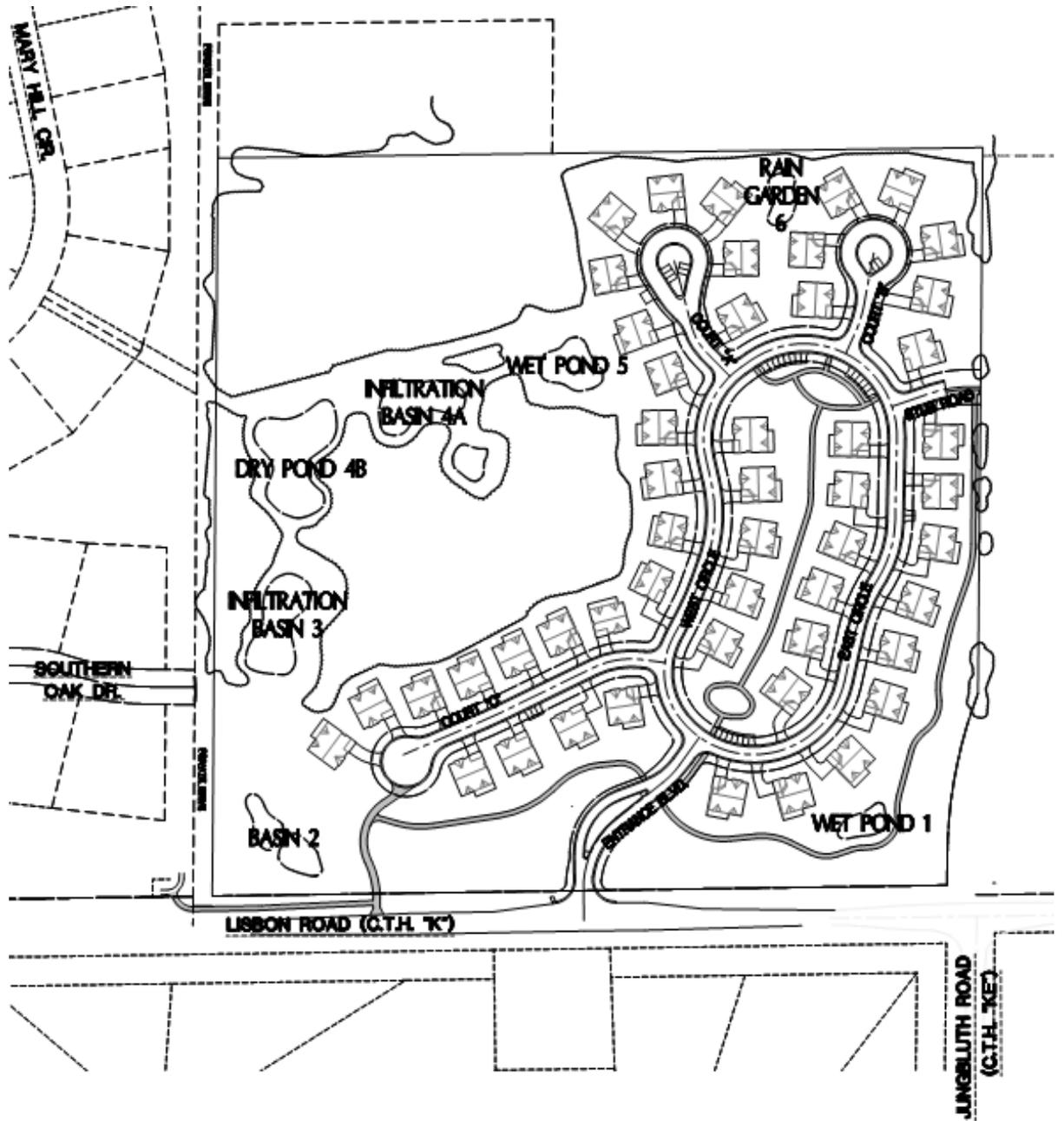


EXHIBIT C

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.

TEMPORARY EASEMENT

EXHIBIT H

DOCUMENT NO.:

This Temporary Easement, made between Overlook Trails, LLC, Grantor, and The Village of Hartland, Grantee,

WITNESSETH, that Grantor, in exchange good and valuable consideration, receipt and sufficiency of which is acknowledged, grants and warrants to Grantee a Temporary Easement upon, within, and beneath Grantor's property within the Village of Hartland, Waukesha County, Wisconsin, specifically described in the attached Exhibit A which is hereby incorporated by reference.

- 1. Purpose: The purpose of this Temporary Easement is to permit Grantee access to the Property to repair and/or replace erosion control facilities in accordance with the erosion control plan attached hereto and incorporated by reference as Exhibit B.
2. Access: Grantee, and its officers, employees, agents, and independent contractors shall have the right to enter upon the Property for the purpose of exercising its rights under this Temporary Easement.
3. Exercise of Rights: It is agreed that the right, privilege and easement granted by this instrument for access onto Grantor's property is temporary and shall cease and terminate immediately following the establishment of vegetation and authorization to remove the erosion control measures outlined in Exhibit B or on May 31, 2020, whichever occurs last.

Drafted by and return to: David Cox, Village Admin. 210 Cottonwood Ave Hartland WI 53029

Parcel Identification Number(s) (PIN)

Dated this ____ day of _____, 2019

Overlook Trails, LLC
By Neumann Developments, Inc, Its Sole Member, Grantor

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

State of Wisconsin }
}ss.

County of Waukesha }

Notary Public

Commission expires: _____

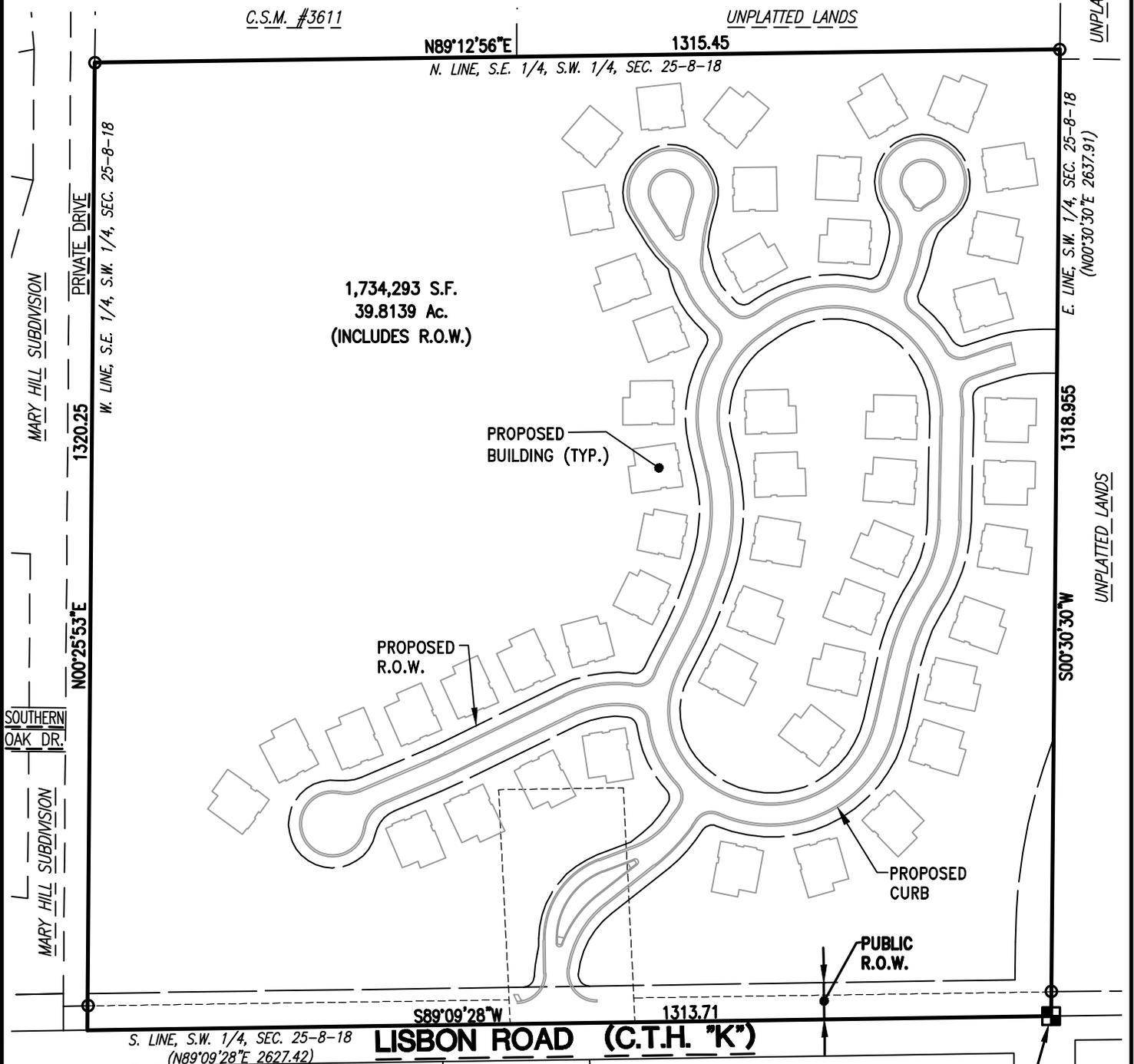
Personally came before me this ____ day of _____ the above named XXXXXXXX, Sole Member of Overlook Trails, LLC, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

EXHIBIT 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



1,734,293 S.F.
39.8139 Ac.
(INCLUDES R.O.W.)

PROPOSED
BUILDING (TYP.)

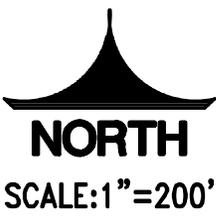
PROPOSED
R.O.W.

PROPOSED
CURB

PUBLIC
R.O.W.

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

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



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

HARTLAND PUBLIC
ACCESS EASEMENT

EXHIBIT J

DOCUMENT NO.:

This Permanent Easement, made between
Overlook Trails, LLC, **Grantor**, and The Village of Hartland,
Grantee,

WITNESSETH, that Grantor, in exchange good and valuable
consideration, receipt and sufficiency of which is
acknowledged, grants and warrants to Grantee a Permanent
Easement upon, within, and beneath Grantor's property within
the Village of Hartland, Waukesha County, Wisconsin,
specifically described in the attached Exhibit A which is hereby
incorporated by reference.

1. Purpose: The purpose of this Permanent Easement is to permit the general public access to the paved pathways and other areas including the areas identified in the Isolated Natural Resource Area for unrestricted passage and enjoyment. In the future, Grantee shall have permission to install or upgrade any path or way for the purpose of implementing this public access agreement.
2. Access: The general public, Grantee, and its officers, employees, agents, and independent contractors shall have the right to enter upon the Property for the purpose of exercising its rights under this Permanent Easement.
3. Exercise of Rights: It is agreed that the right, privilege and easement granted by this instrument for access onto Grantor's property is permanent and shall run with the land.

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|---|
| Drafted by and return to: David Cox, Village Admin. 210 Cottonwood Ave Hartland WI 53029 |
|---|

| |
|---------------------------------------|
| Parcel Identification Number(s) (PIN) |
|---------------------------------------|

Dated this ____ day of _____, 2019

Overlook Trails, LLC
By Neumann Developments, Inc, Its Sole Member, Grantor

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

State of Wisconsin }
 }ss.

County of Waukesha }

Notary Public

Commission expires: _____

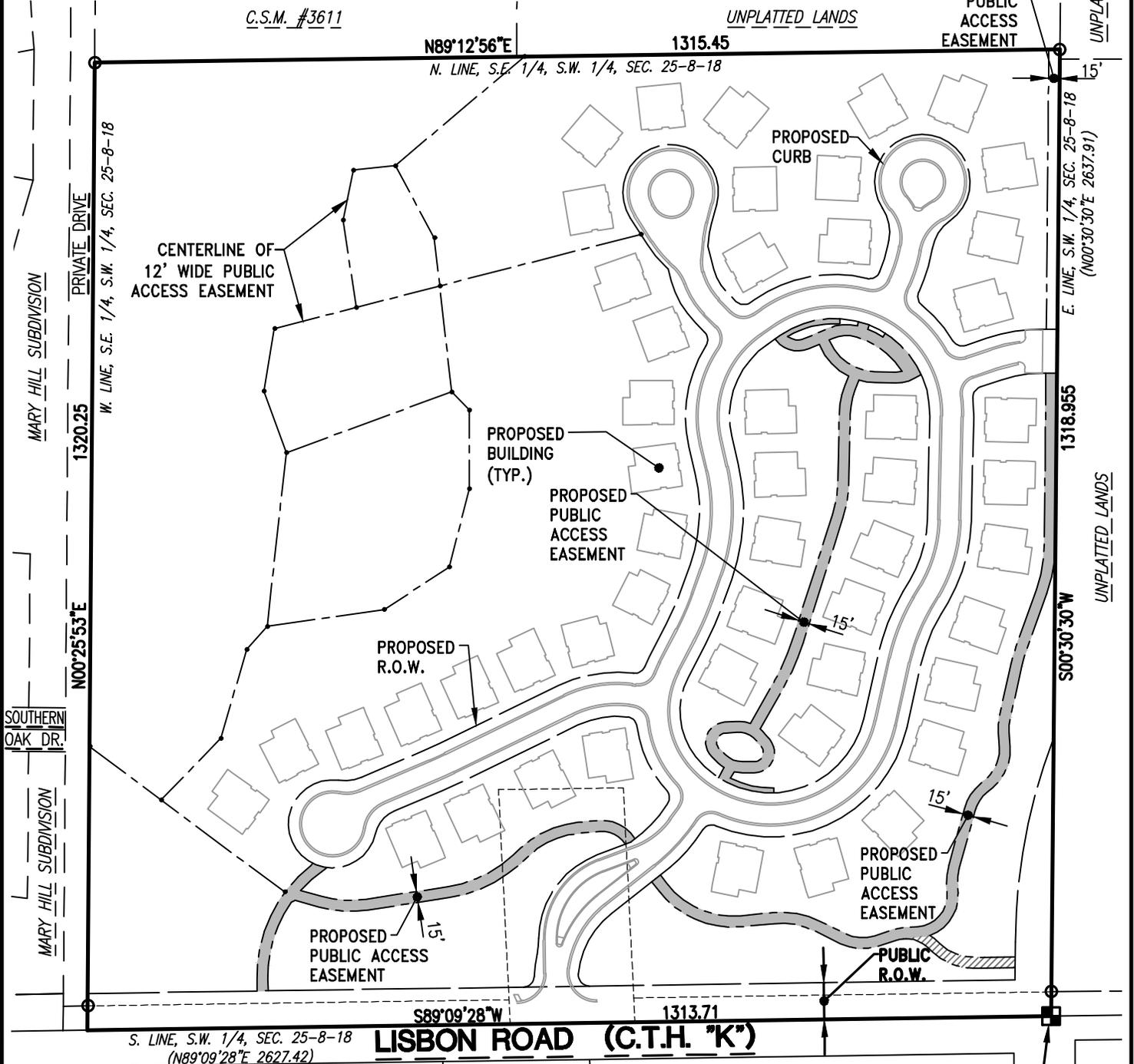
Personally came before me this ____ day of _____ the above named
XXXXXXXX, Sole Member of Overlook Trails, LLC, who executed the foregoing instrument by its authority
and on its behalf and acknowledged the same.

EXHIBIT PUBLIC ACCESS EASEMENT

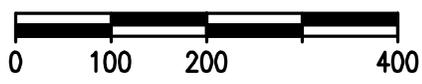
BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 8 NORTH,
RANGE 18 EAST, IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

C.S.M. #3611

UNPLATTED LANDS



SCALE: 1" = 200'



- PLANNED PAVED TRAIL
- FUTURE PAVED TRAIL

TRIO ENGINEERING, LLC
 12660 W. North Ave. Bldg. "D"
 Brookfield, WI 53005
 Phone: (262) 790-1400
 Fax: (262) 790-1481

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HARTLAND PERMANENT
ACCESS AND
MAINTENANCE EASEMENT

EXHIBIT **KJ**

DOCUMENT NO.:

This Permanent Easement, made between
Overlook Trails, LLC, **Grantor**, and The Village of Hartland,
Grantee,

WITNESSETH, that Grantor, in exchange good and valuable
consideration, receipt and sufficiency of which is
acknowledged, grants and warrants to Grantee a Permanent
Easement upon, within, and beneath Grantor's property within
the Village of Hartland, Waukesha County, Wisconsin,
specifically described in the attached Exhibit A which is hereby
incorporated by reference.

1. Purpose: The purpose of this Permanent Easement is to permit the Village as Grantee access to the portions of the Property reasonably necessary in order to repair and/or replace any portion of the publically accessible pathways, in the Grantee's sole discretion, upon default of Grantor or Grantor's successor to perform maintenance thereon.
2. Access: Grantee, and its officers, employees, agents, and independent contractors shall have the right to enter upon the Property for the limited purpose of exercising its rights under this Permanent Easement.
3. Exercise of Rights: It is agreed that the right, privilege and easement granted by this instrument for access onto Grantor's property is permanent and shall run with the land.

| |
|---|
| Drafted by and return to: David Cox, Village Admin. 210 Cottonwood Ave Hartland WI 53029 |
|---|

| |
|---------------------------------------|
| Parcel Identification Number(s) (PIN) |
|---------------------------------------|

Dated this ____ day of _____, 2019

Overlook Trails, LLC
By Neumann Developments, Inc, Its Sole Member, Grantor

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

State of Wisconsin }
 }ss.

County of Waukesha }

Notary Public

Commission expires: _____

Personally came before me this ____ day of _____ the above named
XXXXXXXXX, Sole Member of Overlook Trails, LLC, who executed the foregoing instrument by its authority
and on its behalf and acknowledged the same.

**DECLARATION OF CONDOMINIUM
OF
THE GLEN AT OVERLOOK TRAILS
CONDOMINIUM**

Document Number

Document Title

Recording Area

Document Drafted By and Return
to:

Overlook Trails LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Steve DeCleene

PIN:

The Glen at Overlook Trails Condominium

Declaration of Condominium

**DECLARATION OF CONDOMINIUM
FOR
THE GLEN AT OVERLOOK TRAILS CONDOMINIUM**

Index of Declaration

- 1. STATEMENT OF DECLARATION.**
- 2. NAME.**
- 3. LEGAL DESCRIPTION.**
- 4. DEFINITIONS.**
- 5. DESCRIPTIONS OF BUILDINGS AND UNITS.**
- 6. EXPANSION OF CONDOMINIUM.**
- 7. COMMON ELEMENTS AND FACILITIES.**
- 8. LIMITED COMMON ELEMENTS.**
- 9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.**
- 10. ASSOCIATION OF UNIT OWNERS.**
- 11. RESIDENTIAL PURPOSE.**
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- 13. DESTRUCTION AND RECONSTRUCTION.**
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- 15. COVENANT FOR ASSESSMENTS.**
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- 19. ARCHITECTURAL CONTROL.**
- 20. MORTGAGEE RIGHTS.**
- 21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.**
- 22. CONDEMNATION.**
- 23. INTENTIONALLY LEFT BLANK.**
- 24. GENERAL PROVISIONS.**

- | | |
|-------------------------|--|
| <u>EXHIBIT A</u> | Land Legal Description |
| <u>EXHIBIT B</u> | Expansion Real Estate Legal Description |
| <u>EXHIBIT C</u> | Condominium Plat |
| <u>EXHIBIT D</u> | Unit Addresses |

**DECLARATION OF CONDOMINIUM
FOR
THE GLEN AT OVERLOOK TRAILS CONDOMINIUM**

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

1. STATEMENT OF DECLARATION.

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

2. NAME.

The name of the condominium created by this Declaration ("Condominium") shall be **THE GLEN AT OVERLOOK TRAILS CONDOMINIUM**.

3. LEGAL DESCRIPTION.

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

4. DEFINITIONS.

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

- (a) **"ASSESSMENTS"** refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses and other charges.
- (b) **"ASSOCIATION"** shall mean and refer to **THE GLEN AT OVERLOOK TRAILS CONDOMINIUM ASSOCIATION, INC.**, a Wisconsin corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.
- (c) **"BUILDING"** shall mean any freestanding structure constructed or to be constructed upon the Property containing Units.

- (d) **“BUILDING PAD”** shall mean the area shown on the Plat within which Buildings and Limited Common Elements may occur as described in Section 5.1.
- (e) **“BY-LAWS”** means the by-laws of the Association.
- (f) **“COMMON ELEMENTS”** shall mean all portions of the Condominium other than Units.
- (g) **“DECLARANT”** shall mean and refer to Overlook Trails LLC and its successors and assigns.
- (h) **“EXPANSION REAL ESTATE”** means the real property together with all buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on EXHIBIT B, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration of Condominium in accordance with the provisions of this Declaration and the Act.
- (i) **“LIMITED COMMON ELEMENTS”** shall mean those Common Elements identified in this Declaration or on the Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.
- (j) **“MAJORITY”** shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration
- (k) **“MORTGAGE”** shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.
- (l) **“MORTGAGEE”** shall mean the holder of any Mortgage or any land contract vendor.
- (m) **“OWNER”** shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee, but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.
- (n) **“PERCENTAGE INTEREST”** means the undivided percentage interest from time to time of each Unit, determined as provided in Section 9, below.
- (o) **“PERSON”** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.
- (p) **“PLAT”** shall mean the Condominium Plat of the Condominium a copy of which is attached hereto as EXHIBIT C, being recorded pursuant to the Act contemporaneously with this Declaration, as the same may be amended from time to time.
- (q) **“RULES AND REGULATIONS”** means the Rules and Regulations of the Association, and as amended from time to time.

- (r) **“UNIT”** shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as further defined herein.
- (s) **“UNIT NUMBER”** shall mean the number identifying a Unit.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 BUILDINGS. The Plat identifies Building Pads for each Building to be erected in the Condominium. Each Building Pad anticipates that One Unit will be constructed on a single Building Pad. Buildings may be erected anywhere within a Building Pad, subject to Article 19 below. Any portion of a Building Pad which is not enclosed in a Building will become part of the Limited Common Elements, as more particularly described below. Until a Building has been constructed on a Building Pad, the Unit or Units for that Building Pad will be deemed to occupy the entire Building Pad. Initially by this Declaration, there will be fifty (50) Units, as shown on the Plat. The Buildings are or will be constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant’s sole discretion.

5.2 UNIT IDENTIFICATION. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached EXHIBIT D.

5.3 UNIT BOUNDARIES. After completion of construction of a Building, the vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the exterior surface cladding, or, in the case of foundation walls, the face of the masonry foundation walls. Horizontal boundaries shall not apply. As a consequence of the boundaries above, but subject to the following paragraph, the internal and exterior structural elements and the exterior structure including the roof of the Building, siding, masonry, exterior trim, soffits, fascia, and gutters are a part of the Unit.

Each Unit shall also include all of the following: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; any and all attic space and basement space accessible exclusively from one Unit; all installations, equipment, and fixtures for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively serving one Unit (even though such items may lie partially in and partially out of the designated boundaries of a Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating; and the attached garage for the Unit.

5.4 DECLARANT’S RIGHT TO CHANGE PLANS. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Plat, which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements.

6. EXPANSION OF CONDOMINIUM

6.1 Option to Expand. The Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium and no Unit Owner or other person shall have the right to require the same. If Declarant does not expand the Condominium to include any portion of the Expansion Real Estate, Declarant may develop the same in any manner that Declarant deems advisable, and Declarant reserves easements, for the benefit of the Expansion Real Estate, over the Condominium for drainage as shown on the Plat, and for the use of any utility lines (e.g., sewer, water, telecommunications) that are routed through the Condominium. The option to expand is subject to the following:

(a) the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as depicted on the Plat and described in Exhibit B.

(b) the maximum number of Units in the Condominium as expanded will not exceed 50.

(c) each time Declarant desires to exercise its right to expand, Declarant shall execute and record an amendment to this Declaration, and an Addendum to the Plat which shall describe the portion of the Expansion Real Estate to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the percentage Interest of each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the condominium as expanded.

(d) the Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Real Estate, including without limitation the Common Elements, Limited Common Elements, building size, number of Units in a building (up to 2 Units per building) and the Units; provided, however, the improvements to the Expansion Real Estate shall be completed in a manner which is substantially similar in quality and workmanship to the improvements theretofore subject to this Declaration. The Expansion Real Estate added to the Condominium shall be subject to the same restrictions contained herein.

(e) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) in the event the Condominium is expanded, the Percentage Interest shall be adjusted as set forth herein and the Common Expenses, Assessments and other similar expenses assessed by this Declaration and any other Condominium document shall be adjusted according to the then existing needs of the Condominium.

(g) in the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the Amendment to this Declaration which adds the Units to the Condominium, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration

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

(a) agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium; and

(b) acknowledge that the Expansion Real Estate or parts thereof may be developed for uses other than as part of the Condominium.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The Common Elements shall consist of the area outside each home starting 6 feet from the exterior envelope of the building, all of the Condominium, including improvements and appurtenances thereto, except the Units as described in Section 5.3, and shall include, without limitation, the Land, the private storm sewer and drainage system, including, but not limited to all structures, mains, conduits, pipes, lines, equipment, appurtenances, and hereditaments which may in any way be a part of, or pertain to, such underground storm water facilities and stormwater detention ponds; common parking areas, common sidewalks and landscaping comprising the Condominium.

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

7.3 Easements.

(a) Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(i) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas

mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(ii) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; or

(iii) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

(b) Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Association or their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and the By-Laws and Rules and Regulations; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

8. LIMITED COMMON ELEMENTS.

8.1 Description. Certain Common Elements shall be reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated as Limited Common Elements in this Declaration or on the Plat, and also include but are not necessarily limited to: (i) all landings, access steps, porch, patio, sidewalks, privacy fencing, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Plat; and (ii) any sidewalk, driveway or walkway which services more than one, but less than all, of the Units. In addition to the foregoing, the Association may, through the By-laws and/or the Rules and Regulations, establish (and delete, if so established) Limited Common Element planting areas for Units. The exclusive use of Limited Common Elements shall be reserved to the Owners or occupants for the Unit or Units to which they are appurtenant or serve, to the exclusion of all

other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees

8.2 Patios, Decks and Privacy Fencing. As set forth above, all areas identified for porches, patios, decks and privacy fencing are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant has the express right to construct patios, decks and privacy fencing, and all such patios, decks, privacy fencing and/or porches constructed by the Declarant as part of the initial construction shall be deemed Limited Common Elements appurtenant to such Unit. The actual patio and/or deck constructed by Declarant at the time of initial construction may be smaller than the Limited Common Element area shown on the Plat. The identification of the Limited Common Element area provides the Unit Owner with the opportunity to construct or expand the patio and/or deck at a later date, subject to approval by the Association as provided for elsewhere in this Declaration, By-laws or Rules and Regulations. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all patios, and decks. The Unit Owner shall maintain same in a first class condition at all times, and in accordance with any requirements set forth in the By-laws and/or Rules and Regulations.

8.3 Use. The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-laws, and Rules and Regulations, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to the Act, this Declaration, the By-Laws and/or the Rules and Regulations. No major or structural changes or alterations, and no changes affecting the visual look of the exterior of a Unit or any Common or Limited Common Element, shall be made by any Unit Owner to any Unit or to any of the Common or Limited Common Elements, without the prior written approval of the Association which approval may be given or denied upon such terms and conditions as the Association deems appropriate, and in its sole discretion.

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

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

10. ASSOCIATION OF UNIT OWNERS.

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

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

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

10.3 Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium until the first Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. Except as provided in Section 10.4, after the first Unit has been sold by Declarant to any person other than Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law, until the earliest of: (a) ten (10) years from the date of recording of this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers. Nothing herein contained shall be construed to prevent Declarant from waiving its right to control at an earlier date. Each owner of a condominium Unit in the Condominium shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors"). Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 10.3 and this Section 10.4, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right to create by expansion are included in the Condominium.

10.5 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel

as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for the Condominium or individual Units. All amounts payable by the Association to under such contracts shall be chargeable to the Owners as a Common Expense.

11. RESIDENTIAL PURPOSE.

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and/or Rules and Regulations. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the Condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The Association may not charge rent or bill the Declarant while the Declarant exercises its rights to use any portion of the Common Elements. The use of Units and Common Elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. After a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than six (6) months. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names, telephone number, and email address, and such Owner shall notify the Association prior thereto of the Unit Owner's forwarding address and of a telephone number and email address where the Unit Owner can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the By-laws, and/or the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and/or the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws and/or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Assessments and Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association, including but not limited to a limit on the percentage of Units that are not owner occupied.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than six months; or (ii) any rental if the

occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association or, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

(d) Parking areas (including driveways on which parking is allowed), whether designated Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. Any Vehicle parked in any common or limited common element cannot be parked for more than 24 consecutive hours without the express prior consent of the Board. Vehicles which cannot be identified as belonging to an owner, parked in any common or limited common element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

(e) Pets are permitted, subject to conditions, restrictions and prohibitions as may be set forth in the By-laws and/or the Rules and Regulations.

(f) Exterior antennae and satellite dishes shall not be placed on any Building. Exterior antennae and satellite dishes may be placed on the Limited Common Element appurtenant to an Owner's Unit, but only with prior approval of the Association, which approval shall not be unreasonably withheld, conditioned or delayed.

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

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit in good order, condition and repair and in a clean and sanitary condition all as may be more fully set forth in the By-Laws and/or Rules and Regulations of the Association along with Board of Directors' approval, including without limitation (i) those items set forth in the second paragraph of Section 5.3, (ii) all of the equipment, fixtures and appurtenances, located on or upon the Unit, and (iii) the following Limited Common Elements over which the Unit Owner has exclusive use: any patio, deck, porch, concrete stoop and concrete walkway connecting a porch to the driveway. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be

responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, Limited Common Element planting areas, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, all communication systems, water, sewer, and gas main and laterals and other utility lines, distribution systems and other fixtures and equipment and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge its obligation pursuant to this Section 12.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 12.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements, including any Limited Common Elements serving more than one Unit, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair, upkeep and maintenance of private roadways, water, sanitary and storm sewer mains and laterals, sidewalks, drives, snow and ice removal from paved roadways, sidewalks, pedestrian walk, driveways and parking areas of the Property, lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, maintenance of planting areas appurtenant to such units, grass cutting, edging and trimming and such actions as may be necessary to maintain the Common Elements in compliance with all applicable laws, codes and ordinances. Snow Removal is to include all paved paths deemed publicly accessible as well as parking areas located within the Rights of Way. Landscaping maintenance and upkeep includes the cul-de-sac island landscaping. The Association agrees to hold harmless the Village of Hartland for damage that may occur to cul-de-sac landscaping as a result of snow removal and storage activities. A portion of the paved pathway system utilizes the Emergency Access Drive at the southwest portion of the Site. In the future, when a second primary access is provided by a full street connection on the northeast portion of the site, the paved path may be reduced in size from twelve (12) feet to eight (8) feet between the end of the southwest cul-de-sac and the path parallel to CTH K in the CTH K Right of Way. Upon construction of a second primary access at the northeast, the Emergency Access Drive shall be removed between the pathway parallel to CTH K and the northern edge of the CTH K roadway and the area restored as appropriate with grass and shoulder material in accordance with Waukesha County specifications. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, and/or the Rules and Regulations shall be charged to the Unit Owners as a Common Expense.

12.3 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located or any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

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

12.5 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, patios, porches, decks, etc.) which affect the exterior appearance of Units in the Condominium, and to charge the expenses for same as a Common Expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

12.6 Delegation of the Maintenance of Common Elements. Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit Owners some or all of the routine maintenance of Common Elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly maintain same shall be the responsibility of the Unit Owner. The delegation of maintenance responsibilities shall be as authorized in the Bylaws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association and the Unit Owner; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest, and shall be distributed in accordance with the priority interests in each Unit.

14. INSURANCE.

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

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

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

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

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

15. COVENANT FOR ASSESSMENTS.

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

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

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

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

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

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General Assessments and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

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

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

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

15.6 Working Capital. Each purchaser of a Unit from Declarant shall pay to the Association, at time of conveyance of the Unit by Declarant, for working capital purposes, a sum equal to five hundred dollars (\$500.00), to be allocated for such purposes as the Association may determine in its discretion. As long as Declarant is in control of the Association, Declarant shall not use any of said working capital funds to defray Declarant's expenses or construction costs.

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

15.8 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each

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

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

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

- (a) Liens of general and special taxes; and
- (b) A Lien for all sums unpaid on a first Mortgage, or on any Mortgage to the Declarant, duly recorded in the Waukesha County, Wisconsin, Register of Deeds Office, prior to the making of such Assessments, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and
- (c) Mechanics liens filed prior to the making of the Assessments;
- (d) All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and
- (e) A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

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

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessments. Such lien may be foreclosed

or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

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

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

15.11 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. Any Assessments or installments thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such Assessments are not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the Assessments payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover a money judgment for unpaid Assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any Assessments become delinquent, the privilege of paying such Assessments in installments may, at the option of the Association, be terminated and, if such delinquent installment be of a General Assessment, the entire General Assessment for the remainder of the fiscal year, or if the delinquent installment be of a Special Assessment, the entire Special Assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

15.12 Sale or conveyance. The Sale or transfer of any Unit shall not affect the Assessments lien. The sale or transfer of any Unit pursuant to the foreclosure of a Mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such Assessments (to the extent of the priority of such Mortgage or other lien) as to payments which became due prior to such sale or transfer.

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

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

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

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

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

The percentage of the undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both the Unit owner's interest in the Unit and the corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

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

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Plat, By-laws, or Rules and Regulations, until Declarant shall have constructed and sold all Buildings and Units, completed all improvements to the Common Elements and satisfied all of its rights and obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Real Estate or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and

fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

18.3 Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Expansion Property. This easement shall continue until the Declarant has sold all the Units it owns.

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

18.5 Access Utility and Storm Water Easements. The Plat for The Glen at Overlook Trails Condominium sets forth various easements, including, but not necessarily limited to, utility, access, sanitary sewer, water main, storm water management access, and drainage easement areas. All of said easement areas are for the use and benefit of the lands within The Glen at Overlook Trails Condominium, as described on the attached EXHIBIT A, as well as all of the Expansion Lands, as described on the attached EXHIBIT B. To the extent said easement areas are within lands now or (after expansion of the Condominium) hereafter included within The Glen at Overlook Trails Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the lands described on the attached EXHIBIT B. To the extent that said easement areas are within the Expansion Lands, as described on the attached EXHIBIT B, or so much thereof as are not hereafter added to The Glen at Overlook Trails Condominium by expansion of the Condominium, Declarant hereby grants to The Glen at Overlook Trails Condominium, a permanent, perpetual and non-exclusive easement in each of said areas, for the purposes intended, for the use and benefit of the lands now or hereafter included within The Glen at Overlook Trails Condominium. A separate document titled "The Glen at Overlook Trails Condominium Easement Agreement" may be executed and recorded for the purpose of further documenting and defining said easements, including

but not limited to maintenance and repair responsibilities, and for the purpose of preventing the termination of the easements in the event of the amendment of this Declaration and/or termination of the condominium status.

18.6 Easements for the Expansion Real Estate. Declarant reserves an easement over the Condominium for ingress and egress for purposes of (i) accessing the Expansion Real Estate in order to construct improvements, (ii) activities related to sales or ownership of any portion of the Expansion Real Estate, including access by future homeowners in the Expansion Real Estate and (iii) installation of such utilities and other infrastructure as the Declarant deems appropriate in order to service the Expansion Real Estate, including increasing the sizing of any infrastructure as the Declarant deems necessary. This easement will exist and apply whether or not the Expansion Real Estate or such improvements are then intended to become a part of the Condominium as part of an expansion. The easement in this Section is intended to supplement and not limit the easements reserved above.

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

19. ARCHITECTURAL CONTROL.

19.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained (except such as are installed or approved by the Declarant in connection with the Construction) of the building until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the Condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13(5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Approval of any work is not a representation or warranty by the Board or the Association of the quality of any work or whether the plans and specifications submitted are sufficient for the purposes of performing the work or the use of the work. No Board director is responsible for actions taken in this Section 19.1 if undertaken in good faith. Neither the members of the Board of Directors nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this Section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a Special Assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any

additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required governmental approvals. The Owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval. If the Board determines that an amendment to this Declaration or an Addendum to the Plat, or both, is advisable as a result of a matter covered by this Section 19.1, then the Association will cause such documents to be prepared, and the Unit Owner making the proposal will be reimburse the Association for the cost of the same.

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

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

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

- (a) Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage;
- (b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
- (c) Sell or lease a Unit acquired by the Mortgagee or its assignee.

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

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

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

20.5 Right to Notice. Any Mortgagee of a Unit, and any guarantor of the mortgage, upon the submission of a request to the Association in writing delivered to the Registered Agent of the

Association, shall be entitled to receive timely written notice from the Association of the following matters:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;
- (b) Any 60-day delinquency in the payment of Assessments or charges owned by the Owner of any Unit on which it holds the mortgage;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

20.6 Priority of Insurance Proceeds. Neither a Unit Owner nor any other party shall have priority over any rights of the first Mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units(s) and/or Common Elements.

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

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion, and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation, merger or separation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner. If the Board determines that an amendment to this Declaration or an Addendum to the Plat, or both, is advisable as a result of a matter covered by this Section 21, then the Association will cause such documents to be prepared, and the Unit Owner making the proposal will be reimburse the Association for the cost of the same.

A reallocation of boundaries between adjoining Units shall not result in any change in the number of votes, the Percentage Interests, or responsibility for Association expenses and Assessments for either Unit. In the event two adjoining Units are merged into one Unit, the resulting Unit shall have the same number of votes at meetings of the Association as the total number of votes assigned to the two previous Units (a total of 2 votes, 1 for each of the original Units), and shall have the same undivided Percentage Interest in the Common Elements as the total undivided Percentage Interest applicable to the two previous Units. To avoid any increased burden for Association expenses on other Units and the owners thereof, the resulting merged Unit shall be responsible for the same share of Association expenses and Assessments (both Annual and Special) as the total which would have been applicable to the two Units if

they had not been merged. If a merged Unit is later separated into 2 units, each of the 2 separated Units shall then have the originally allocated vote, Percentage Interest, and Assessments responsibility.

22. CONDEMNATION

In the event of a “taking under the power of eminent domain” as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the By-laws or, if not provided for in the By-laws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

23. INTENTIONALLY LEFT BLANK

24. GENERAL PROVISIONS.

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

24.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the

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

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

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

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

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

24.7 Registered Agent. Steven DeCleene is the registered agent for the Declarant. The address of said registered agent is: N27 W24025 Paul Court, Suite 100, Pewaukee, WI 53072. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

24.8 Assignment. The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein

24.9 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

24.10 Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

[SIGNATURES TO APPEAR ON FOLLOWING PAGES]

EXHIBIT A

LEGAL DESCRIPTION OF THE GLEN AT OVERLOOK TRAILS

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 B

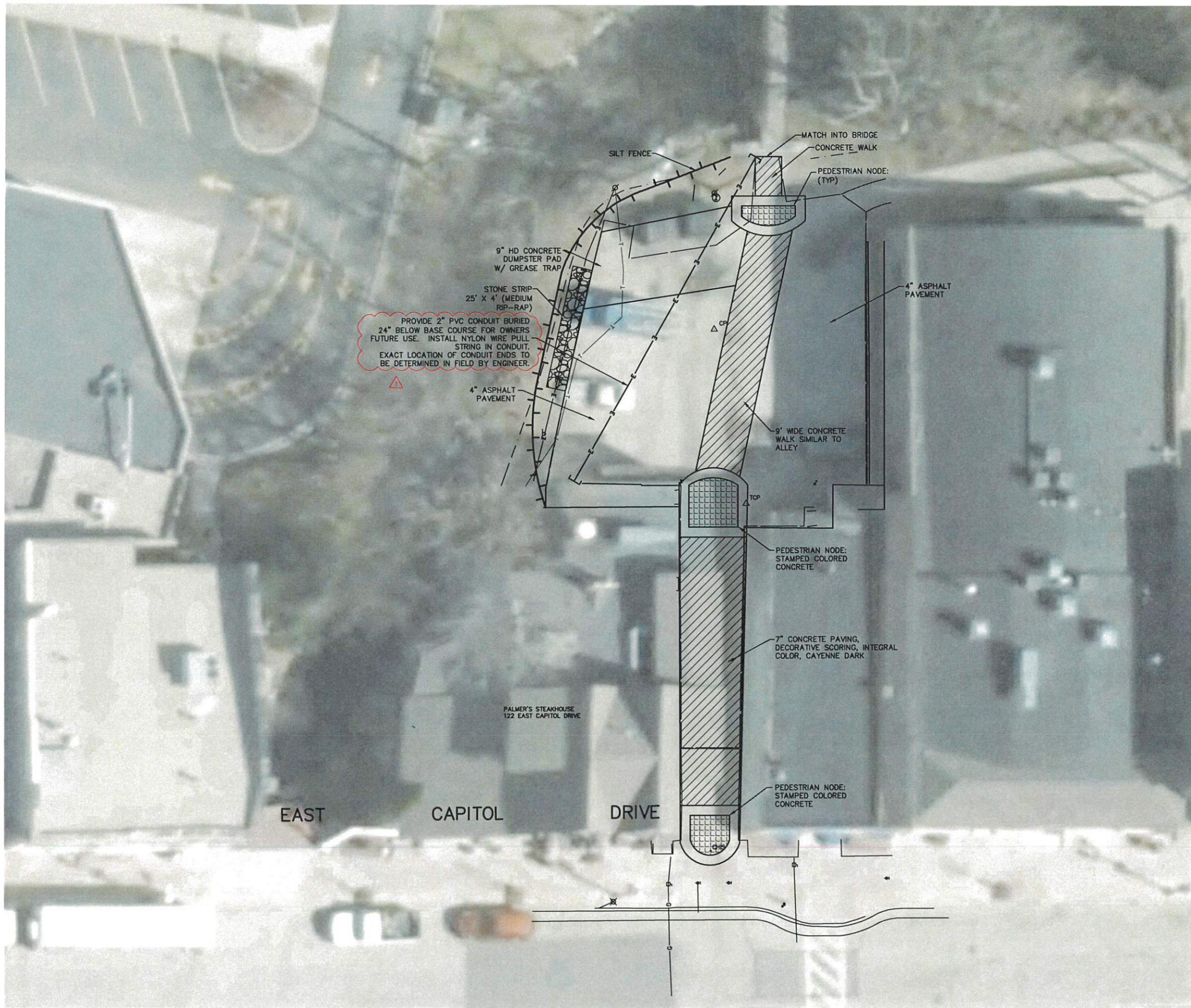
**LEGAL DESCRIPTION OF EXPANSION AREA FOR
THE GLEN AT OVERLOOK TRAILS CONDOMINIUM
[See attached]**

EXHIBIT C

CONDOMINIUM PLAT

[See attached]

Feb 26, 2018 1:35pm PLOTTED BY: dklennm SAVED BY: dklennm
 IMAGES: 2018 Cropped Aerial; RM SQUARE_Full Color-Print; RMLDGO-BRANCH OFFICES; P:\a02018pup; Pmb02018pup
 XREFS: 0718; 0818; StormSewer; Obsenarc; Rm2234c; RMLDGO-Utility\Low Voltage\02018 Paving and Utilities\Low Voltage\02018 Paving and Utilities\Steakhouse2.dwg
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NOTE:
 FINISHED ELEVATIONS SHALL BE FIELD FIT
 AND SHALL MATCH EXISTING ELEVATIONS.
 CONTRACTOR TO WORK WITH RPR IN FIELD
 TO LAYOUT ELEVATIONS AND GRADES.

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| TOWN: 7N RANGE: 18E SECTION(s): 3 NE | | | | | | |

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2018 PAVING PROGRAM
 PALMER'S STEAKHOUSE PARKING LOT
 VILLAGE OF HARTLAND
 WAUKESHA COUNTY, WISCONSIN

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 DESIGNED BY: JAW
 DRAFTED BY: HJR
 CHECKED BY: SMS
 DATE: FEBRUARY 2018
 FILE NO.
 09-10035.200

SHEET NO.
 PV-07R-1

www.ruekertmielke.com

MEMO

TO: David E. Cox, Village Administrator
FROM: Michael D Gerszewski, Operations Supervisor
DATE: March 19, 2019
SUBJECT: Stormwater Management Program -
DNR Annual Report

In order to meet the DNR's reporting requirements for the Municipal Separate Storm Sewer System (MS4) Discharge Permit, the attached report must be completed and electronically filed with the DNR by March 31, 2019. The report describes progress on activities required to maintain our discharge permit. Included in the report are the past year's activities associated with the following areas; public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site pollutant control, post-construction storm water management, pollution prevention, storm water quality management and on-going updates to our storm sewer system maps and related programs. The Village's efforts for the past year are as shown on the reporting form in addition to providing information on the TMDL study that was completed as part of Storm Water Management Plan update.

This report is an ongoing annual requirement and reporting requirements will be more extensive in coming years. As part of the DNR's requirement to evaluate the Village's pollutant controls compared to the waste load allocations in the Rock River TMDL report.

I am providing this report to the Village Board for their information. Please place this on the March 25, 2019 Village Board agenda for consideration.

Two interesting items of note. Through our street sweeping and catch basin cleaning program, the Village collected 2.5 tons of sediment per mile of street (113 Tons total) before that sediment went into the Bark River. Also, although not described in this report, through our curbside collection program, we collected over 3,000 tons of leaves from our residents.

Attachment

cc: Darlene Igl, Village Clerk
Dave Felkner, Utility Operations Supervisor

Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Submittal Type: Annual Report

Project Name:

County: Waukesha

Municipality: Hartland, Village

Facility Number: 31273

Reporting Year: 2018

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting \[Exit Form\]](#)
- Complete all required fields on the annual report form and upload required attachments
- Attach the following items as appropriate using the attachments tab above
 - a. Construction Site Pollution Control Annual Report Summary
 - b. Illicit Discharge Detection and Elimination Annual Report Summary
 - c. Leaf and Yard Waste Management
 - d. Municipal Cooperation Attachment
 - e. Municipal Facility Inspections
 - f. Pollution Prevention Annual Report Summary
 - g. Post-Construction Storm Water Management Annual Report Summary
 - h. Public Education and Outreach Annual Report Summary
 - i. Public Involvement and Participation Annual Report Summary
 - j. Storm Water Consortium/Group Report
 - k. Storm Sewer System Map Annual Report Attachment
 - l. Storm Water Quality Management Annual Report Attachment
 - m. TMDL Attachment
 - n. Winter Road Maintenance
 - o. Other Annual Report Attachment
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality: Hartland, Village
Facility ID # or (FIN): 31273
Updated Information: Check to update mailing address information
Mailing Address: 210 Cottonwood Avenue
Mailing Address 2:
City: Hartland
State: Wisconsin
Zip Code: 53029 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Michael
Last Name: Gerszewski

Select to **update** current contact information

Title: PW Op Supervisor
Mailing Address: 210 Cottonwood Avenue
Mailing Address 2:
City: Hartland
State: WI
Zip Code: 53029 xxxxx or xxxxx-xxxx
Phone Number: 262-367-2714 Ext: xxx-xxx-xxxx
Email: mikeg@villageofhartland.com

Additional Contacts Information (Optional)

- I&E Program
 IDDE Program
 IDDE Response Procedure Manual

**Individual with responsibility for:
(Check all that apply)**

- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

First Name: Dave

Last Name: Felkner

Title: Utility Supervisor

Mailing Address: 210 Cottonwood Avenue

Mailing Address 2:

City: Hartland

State: WI

Zip Code: 53029 xxxxx or xxxxx-xxxx

Phone Number: 262-367-4750 Ext: xxx-xxx-xxxx

Email: davef@villageofhartland.com

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

Yes No

Public Education and Outreach: Waukesha County

Public Involvement and Participation: Waukesha County

Illicit Discharge Detection and Elimination:

Construction Site Pollutant Control:

Post-Construction Storm Water Management:

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes No

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

| Topic: Detection and elimination of illicit discharges | | | |
|---|-------------------------------|--|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Active distribution of print media</u> (mailings, newsletters, etc) | <u>Select...</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Educational activities (School</u> <u>presentations, summer camps, etc)</u> | <u>1 - 9</u> | <u>20 - 49</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Restaurants Other:

| Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices | | | |
|---|-------------------------------|--|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Passive print media (brochures at front</u> <u>desk, posters, etc.)</u> | <u>Select...</u> | <u>Select...</u> | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| <u>Website</u> | <u>Select...</u> | <u>Select...</u> | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| <u>Workshops</u> | <u>1 - 9</u> | <u>20 - 49</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Informational booth at event</u> | <u>20 - 49</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Educational activities (School</u> <u>presentations, summer camps, etc)</u> | <u>20 - 49</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Government event (public hearing,</u> <u>council meeting, etc.)</u> | <u>20 - 49</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Other</u> | <u>100 +</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Restaurants Other:

Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides

| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
|---|------------------------|-----------------------------------|---|
| <u>Website</u> | <u>Select...</u> | <u>Select...</u> | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| <u>Workshops</u> | <u>1 - 9</u> | <u>50 - 99</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Informational booth at event</u> | <u>20 - 49</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Educational activities (School presentations, summer camps, etc)</u> | <u>20 - 49</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Government event (public hearing, council meeting, etc.)</u> | <u>20 - 49</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural
 Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Restaurants
 Other:

| Topic: Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways | | | |
|--|------------------------|-----------------------------------|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Informational booth at event</u> | <u>20 - 49</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural
 Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Restaurants
 Other:

| Topic: Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks | | | |
|---|------------------------|-----------------------------------|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Workshops</u> | <u>1 - 9</u> | <u>50 - 99</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Informational booth at event</u> | <u>20 - 49</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Educational activities (School presentations, summer camps, etc)</u> | <u>1 - 9</u> | <u>Select...</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural
 Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Restaurants
 Other:

| |
|---|
| <p>Topic: Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the</p> |
|---|

| practices | | | |
|------------------|------------------------|-----------------------------------|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Workshops</u> | <u>1 - 9</u> | <u>100 +</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Tours</u> | <u>1 - 9</u> | <u>20 - 49</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Restaurants Other:

| Topic: Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention | | | |
|--|------------------------|-----------------------------------|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Workshops</u> | <u>1 - 9</u> | <u>10 - 19</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Restaurants Other:

| Topic: Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development | | | |
|---|------------------------|-----------------------------------|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Educational activities (School presentations, summer camps, etc)</u> | <u>1 - 9</u> | <u>20 - 49</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Restaurants Other:

| Topic: Other (describe): _____ | | | |
|---------------------------------------|------------------------|-----------------------------------|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Select...</u> | <u>Select...</u> | <u>Select...</u> | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable audiences targeted for this topic.

- Agricultural Contractors General Public Public Employees Residential School Groups
 Business Developers Industries Restaurants Other:

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If

your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Waukesha County is contracted to implement the Village's storm water education program. See attachment for more information.

Form 3400-224 (09/17)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Waukesha County Public Information and Education Program. Annual Report is presented at Village Board meeting.

Municipal Officials

Waukesha County Public Information and Education Program. Municipal partner updates to 108 people, 6 times per year. Annual Report is posted on Village website.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Waukesha County Public Information and Education Program. Municipal partner updates to 108 people, 6 times per year. Annual Report is posted on Village website.

b. Complete the following information on Public Involvement Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

| | | | |
|--|-------------------------------|--|---|
| Topic: Storm Water Management Plan and/or updates | | | |
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| <u>Website</u> | <u>Select...</u> | <u>Select...</u> | <input type="radio"/> Yes <input checked="" type="radio"/> No |

Select all applicable participants targeted for this topic.

- Agricultural
 Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Restaurants
 Other:

| | | | |
|--|-------------------------------|--|---------------------------------------|
| Topic: Storm water related ordinance and/or updates | | | |
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| | | | |

| | | | |
|---------|-----------|-----------|---|
| Website | Select... | Select... | <input type="radio"/> Yes <input checked="" type="radio"/> No |
|---------|-----------|-----------|---|

Select all applicable participants targeted for this topic.

- Agricultural
 Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Restaurants
 Other:

| Topic: MS4 Annual Report | | | |
|---------------------------------|------------------------|-----------------------------------|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| Website | Select... | Select... | <input type="radio"/> Yes <input checked="" type="radio"/> No |

Select all applicable participants targeted for this topic.

- Agricultural
 Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Restaurants
 Other:

| Topic: Volunteer Opportunities | | | |
|---------------------------------------|------------------------|-----------------------------------|---|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| Storm drain stenciling | Select... | 50 - 99 | <input type="radio"/> Yes <input type="radio"/> No |
| Citizen Committe Meetings | Select... | Select... | <input type="radio"/> Yes <input type="radio"/> No |
| Stream monitoring | 1 - 9 | 20 - 49 | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Select all applicable participants targeted for this topic.

- Agricultural
 Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Restaurants
 Other:

| Topic: Other (describe) : <input type="text"/> | | | |
|---|------------------------|-----------------------------------|--|
| Mechanism | Quantity (optional) | Est. People Reached (optional) | Regional Effort? (optional) |
| Select... | Select... | Select... | <input type="radio"/> Yes <input type="radio"/> No |

Select all applicable participants targeted for this topic .

- Agricultural
 Contractors
 General Public
 Public Employees
 Residential
 School Groups
 Business
 Developers
 Industries
 Restaurants
 Other:

c. Brief Public Involvement and Participation program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

See attachment for more information.

Minimum Control Measures - Section 3 : Complete**3. Illicit Discharge Detection and Elimination**

- | | | |
|--|----|---------------------------------|
| a. How many total outfalls does the municipality have? | 31 | <input type="checkbox"/> Unsure |
| b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | 15 | <input type="checkbox"/> Unsure |
| c. From the municipality's routine screening, how many were confirmed illicit discharges? | 0 | <input type="checkbox"/> Unsure |
| d. How many illicit discharge complaints did the municipality receive? | 0 | <input type="checkbox"/> Unsure |
| e. From the complaint received, how many were confirmed illicit discharges? | 0 | <input type="checkbox"/> Unsure |
| f. How many of the identified Illicit discharges did the municipality eliminate in the reporting year? | 0 | <input type="checkbox"/> Unsure |

- g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. Unsure

Verbal Warning

Written Warning (including email)

Notice of Violation

Civil Penalty/ Citation

No Enforcement Action Taken

0

Additional Information:

- h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

See attachment for more information.

Minimum Control Measures - Section 4 : Complete**4. Construction Site Pollutant Control**

- | | | |
|--|--|---------------------------------|
| a. How many total construction sites were active at any point in the reporting year? | 7 | <input type="checkbox"/> Unsure |
| b. How many construction sites did the municipality issue permits for in the reporting year? | 5 | <input type="checkbox"/> Unsure |
| c. Do the above numbers include sites <1 acre? | <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Unsure | |
| d. How many erosion control inspections did the municipality complete in the reporting year? | 29 | <input type="checkbox"/> Unsure |
- e. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that Unsure

apply and enter the number of each used in the reporting year.

| | |
|---|----|
| <input checked="" type="checkbox"/> Verbal Warning | 0 |
| <input checked="" type="checkbox"/> Written Warning (including email) | 10 |
| <input checked="" type="checkbox"/> Notice of Violation | 0 |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | 0 |
| <input checked="" type="checkbox"/> Stop Work Order | 0 |
| <input checked="" type="checkbox"/> Forfeiture of Deposit | 0 |
| <input type="checkbox"/> No Authority | |
| <input type="checkbox"/> Other - Describe below | |

f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report . If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

See attachment for more information.

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many new construction sites with new structural storm water management practices* have received local approvals ? 0 Unsure

*Structural practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state (such as ponds, swales, infiltration basins, permeable pavement, catch basin sumps, etc.)

b. How many privately owned storm water facility inspections were completed in the reporting year ? 0 Unsure

c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Unsure

Check all that apply and enter the number of each used in the reporting year.

| | |
|---|---|
| <input checked="" type="checkbox"/> Verbal Warning | 0 |
| <input checked="" type="checkbox"/> Written Warning (including email) | 0 |
| <input checked="" type="checkbox"/> Notice of Violation | 0 |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | 0 |
| <input checked="" type="checkbox"/> Forfeiture of Deposit | 0 |
| <input checked="" type="checkbox"/> Complete Maintenance | 0 |
| <input checked="" type="checkbox"/> Bill Responsible Party | 0 |
| <input type="checkbox"/> No Authority | |

Other - Describe below

- d. Brief Post-Construction Storm Water Management program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

See attachment for more information.

Form 3400-224 (09/17)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections (ponds, biofilters, etc.) Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water facilities? 9 Unsure
- b. How many new municipally owned storm water facilities were installed in the reporting year? 0 Unsure
- c. How many municipally owned storm water devices were inspected in the reporting year? 0 Unsure
- d. What elements are looked at during inspections (200 character limit)?
See attachment.
- e. How many of these facilities required maintenance? 0 Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) Not Applicable

- f. How many inspections of municipal properties been conducted in the reporting year? 1 Unsure
- g. Have amendments to the SWPPPs been made? Yes No Unsure
- h. If yes, describe what changes have been made (200 character limit):

Collection Services - *Street Sweeping / Cleaning Program* Not Applicable

- i. Did the municipality conduct street sweeping/cleaning during the reporting year?
 Yes No Unsure
- j. If known, how many tons of material was removed? 103 Unsure
- k. Does the municipality have a low hazard exemption for this material? Yes No
- l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
 Yes

- No - Explain _____
- Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- m. Did the municipality conduct catch basin sump cleaning during the reporting year? Yes No Unsure
- n. How many catch basin sumps were cleaned in the reporting year? 356 Unsure
- o. If known, how many tons of material was collected? 10 Unsure
- p. Does the municipality have a low hazard exemption for this material? Yes No
- q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
 - Yes
 - No - Explain _____
 - Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- r. Does the municipality conduct curbside leaf collection? Yes No Unsure
- s. Does the municipality notify homeowners about pickup? Yes No Unsure
- t. Where are the residents directed to store the leaves for collection?
 - Pile on terrace Pile in street Bags on terrace Unsure
 - Other - Describe _____
- u. What is the frequency of collection?
 - Once per week during Autumn.
- v. Is collection followed by street sweeping/cleaning? Yes No Unsure

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? 45 Unsure
- x. Provide amount of de-icing products used by month last winter season? Solids (tons) (ex. sand, or salt-sand)

| Product | Oct | Nov | Dec | Jan | Feb | Mar |
|-------------|-----|-----|-----|-----|-----|-----|
| <u>Salt</u> | 0 | 180 | 324 | 660 | 642 | 90 |

Liquids (gallons) (ex. brine)

| | Oct | Nov | Dec | Jan | Feb | Mar |
|-------------|-----|-----|-----|-----|-----|-----|
| <u>None</u> | | | | | | |

- y. Was salt applying machinery calibrated in the reporting year? Yes No Unsure
- z. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No Unsure
- If yes, describe what training was provided (200 character limit):

When:

How many attended:

Internal (Staff) Education & Communication

- aa. Has training or education on SWPPPs for municipal facilities been held for municipal or other personnel? Yes No Unsure
- If yes, describe what training was provided (200 character limit):
- The Director of Public Works attended a Ruekert & Mielke, Inc. seminar on What's New in Storm Water: Regulations, Concepts, & Technologies on 4/18/18.

When:

How many attended:

- ab. Brief Pollution Prevention program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.
- See attachment for additional information.

Form 3400-224 (09/17)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year? Yes No Unsure
- If yes, check the areas the map items that got updated or changed:
- Storm water treatment facilities
 - Storm pipes
 - Vegetated swales
 - Outfalls
 - Other - Describe below

- b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

There were no changes to the MS4 system.

Final Evaluation - Complete**Fiscal Analysis**

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

| Annual Expenditure Reporting Year | Budget Reporting Year | Budget Upcoming Year | Source of Funds |
|---|---------------------------------|--------------------------------|------------------------|
|---|---------------------------------|--------------------------------|------------------------|

Element: Public Education and Outreach

| | | | |
|------|------|------|-----------------------------|
| 2710 | 2710 | 2845 | <u>General revenue fund</u> |
|------|------|------|-----------------------------|

Element: Public Involvement and Participation

| | | | |
|---|---|---|-----------------------------|
| 0 | 0 | 0 | <u>General revenue fund</u> |
|---|---|---|-----------------------------|

Element: Illicit Discharge Detection and Elimination

| | | | |
|---|---|---|-----------------------------|
| 0 | 0 | 0 | <u>General revenue fund</u> |
|---|---|---|-----------------------------|

Element: Construction Site Pollutant Control

| | | | |
|---|---|---|-----------------------------|
| 0 | 0 | 0 | <u>General revenue fund</u> |
|---|---|---|-----------------------------|

Element: Post-Construction Storm Water Management

| | | | |
|---|---|---|-----------------------------|
| 0 | 0 | 0 | <u>General revenue fund</u> |
|---|---|---|-----------------------------|

Element: Pollution Prevention

| | | | |
|---|---|---|-----------------------------|
| 0 | 0 | 0 | <u>General revenue fund</u> |
|---|---|---|-----------------------------|

Element: Storm Water Quality Management

| | | | |
|---|---|---|-----------------------------|
| 0 | 0 | 0 | <u>General revenue fund</u> |
|---|---|---|-----------------------------|

Element: Storm Sewer System Map

| | | | |
|---|---|---|-----------------------------|
| 0 | 0 | 0 | <u>General revenue fund</u> |
|---|---|---|-----------------------------|

Other (describe)

| | | | |
|----------------------------|--|--|--|
| Overall Storm Water Budget | | | |
|----------------------------|--|--|--|

| | | | |
|--------|--------|--------|-----------------------------|
| 16,112 | 17,290 | 17,155 | <u>General revenue fund</u> |
|--------|--------|--------|-----------------------------|

Please provide a justification for a "0" entered in the Fiscal Analysis

The Village fund is not broken out separately by activity.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

See attachment for more information.

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Attach Documents

AR OtherFIN

 File Attachment

[VofHartland2018AnnualReportAttachment.pdf](#)

(To remove additional items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Hartland, Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Authorized Signature.

I accept the above terms and conditions.

Signed by : i:0#.f|wamsmembership|hartdpw on 2019-03-11T08:38:06

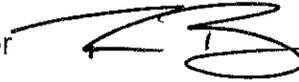
You have already signed and submitted this application to the DNR. Please [contact the Wisconsin DNR](#) for assistance.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

MEMORANDUM

TO: Village Board

FROM: Ryan Bailey, Finance Director



DATE: March 20, 2019

SUBJECT: Village Insurance Renewal

The Village Board is asked to consider the renewal of the Village's insurance for the year beginning April 1, 2019. It is proposed that the Village continue to purchase most of its insurance protection through the League of Wisconsin Municipalities Mutual Insurance (LWMMI) represented locally by R&R Insurance. For many years, we have continued this relationship because the LWMMI is a mutual insurance company owned by the various governments that are insured therein (including Hartland) and the program is well-oriented toward the peculiar needs of government owners. As the Board may recall, the Village Administrator and I met with another local agent to discuss other options for coverage but based on the information we provided about the coverage through LWMMI, that company chose to withdraw from consideration.

For the upcoming renewal term of April 1, 2019 through April 1, 2020, the cost of the Village's various insurance coverages will increase by about \$5,300 (about 2.4%), which is due primarily to two factors. First is an increase in our overall salaries related to Workers Compensation insurance and second, a small increase in our property insurance due to increased values of property being covered. As the Board will recall, the experience modifier, which adjusts the State-set premium for Workers Compensation Insurance by a factor representing our safety and claim experience, is set using our actual claims experience for the three most recent completed years. The 2018 year was another great Workers Compensation experience year for the Village, which helped decrease our modifier from .90 to .88 and improves our overall cost for this type of insurance. Approximately \$29,000 of the \$230,149 premium is paid to other carriers, including Liberty Mutual and Hanover for our Boiler and Machinery and Crime coverage as well as Municipal Property Insurance Company (MPIC), which is a partnership of the League of Wisconsin Municipalities Mutual Insurance Company, Cities and Villages Mutual Insurance Company and Wisconsin Municipal Mutual Insurance Company, through which the Village insures its real and personal properties.

The insurance package provided by R&R including LWMMI, MPIC and other carriers is recommended for approval.

Insured Name: Village of Hartland

Rick Kalscheuer/ Karlie Davis

Effective: 4/1/2019-4/1/2020

Premium Comparison

| Company Year | Prior Year | Current Year - By Companies Quoting | | |
|---|---------------------------|-------------------------------------|-------------------|-------------|
| | <u>LWMMI</u> 2018 | <u>LWMMI</u> 2019 | Difference | |
| Coverages | | | | |
| General Liability | \$29,718.00 | \$29,718.00 | \$0.00 | 0.0% |
| Police Prof Liability | \$14,994.00 | \$15,931.00 | \$937.00 | 6.2% |
| Public Officials Liability | \$15,445.00 | \$15,445.00 | \$0.00 | 0.0% |
| Dam Coverage | | \$250.00 | | |
| Auto Liability | \$14,841.00 | \$14,545.00 | -\$296.00 | -2.0% |
| APD | \$22,320.00 | \$22,518.00 | \$198.00 | 0.9% |
| Package Total | \$97,318.00 | \$98,407.00 | \$839.00 | 0.9% |
| Property (effective 5/1) | \$24,131.00 <i>MPIC</i> | \$25,961.00 <i>MPIC</i> | \$1,830.00 | 7.6% |
| Equipment Breakdown | \$2,017.00 <i>Liberty</i> | \$2,163.00 <i>Liberty</i> | \$146.00 | 7.2% |
| Crime (3 year term 2017-2020) | \$890.00 <i>Hanover</i> | \$890.00 <i>Hanover</i> | \$0.00 | 0.0% |
| Other Coverages Subtotal | \$27,038.00 | \$29,014.00 | \$1,976.00 | 7.3% |
| Workers Compensation | \$100,457.00 | \$100,715.00 | \$258.00 | 0.3% |
| Estimated Premium | \$224,813.00 | \$228,136.00 | \$3,323.00 | 1.5% |
| Exposure changes | | | | |
| | <u>2018</u> | <u>2019</u> | <u>Difference</u> | |
| Package Changes | | | | |
| Number of Vehicle | 47 | 46 | -1 | -2.1% |
| Total Vehicle Values | \$4,403,019 | \$4,556,901 | 153,882 | 3.5% |
| Full Time Policy officers went from 16 to 17 | | | | |
| Transferred 4 trailers from LWMMI APD list to contractor's equipment list | | | | |
| Property (See Additional Page) | | | | |
| Work Comp (See additional page) | | | | |

Village of Hartland
 Rick Kalscheuer/ Karlie Davis
 4/1/2019-4/1/2020

Workers' Compensation Comparison

| Code | Classification | 2018 | | 2019 | | 2019 | | 2019 | | 2019 | | 2019 | | 2019 | |
|----------------------|---|------------------|-------|------------------|------------------|-------|------------------|------------------|----------------|---------|---------------------|-----------------|--------------------|---------------------|-----------------|
| | | Payroll Exposure | Rate | Premium | Payroll Exposure | Rate | Premium | Payroll Exposure | Rate | Premium | Exposure Difference | Rate Difference | Premium Difference | Exposure Difference | Rate Difference |
| 7520 | Waterworks Operation | 142,775 | 4.04 | 5,768 | 138,145 | 4.18 | 5,774 | 0.14 | (4,630) | 3.5% | 6 | | | | |
| 7709 | Fire Department - Volunteer <i>Flat Charge based on Population</i> | 10,500 | | 7,528 | 11,000 | | 7,302 | | | | (226) | | | | |
| 7720 | Police Officers | 1,360,245 | 3.16 | 42,984 | 1,433,946 | 3.02 | 43,305 | -0.14 | 73,701 | -4.4% | 321 | | | | |
| 8810 | Clerical Office | 910,584 | 0.21 | 1,912 | 908,900 | 0.20 | 1,818 | -0.01 | (1,684) | -4.8% | (94) | | | | |
| 9414 | Village Operations | 1,084,389 | 5.83 | 63,220 | 1,154,946 | 5.74 | 66,294 | -0.09 | 70,557 | -1.5% | 3,074 | | | | |
| Totals | | 3,508,493 | | 121,412 | 3,646,937 | | 124,493 | | 137,944 | | 3,081 | | | | |
| | Experience Mod | | 0.90 | (12,141) | | 0.88 | (14,939) | -0.02 | | | (2,798) | | | | |
| | Premium Discount | | 8.30% | (9,034) | | 8.30% | (9,059) | 0.00% | | | (25) | | | | |
| | Expense Constant | | | 220 | | | 220 | | | | 0 | | | | |
| | Terrorism Coverage | | 0.00 | 0 | | 0.00 | 0 | | | | 0 | | | | |
| Total Premium | | | | \$100,457 | | | \$100,715 | | | | \$258 | | | | |

Village of Hartland
 Rick Kalscheuer/ Karlie Davis
 4/1/2019-4/1/2020

Property Comparison

| | Prior Year MPIC 2018 | Current Year MPIC 2019 | Difference | |
|-------------------------------|-----------------------------------|-------------------------------------|--------------------------|------------------|
| Building, BPP, PITO | | | | |
| Premium | <u>\$22,502.00</u> | <u>\$23,726.00</u> | <u>\$1,224.00</u> | <u>5%</u> |
| Coverage Limit | <u>32,962,067</u> | <u>34,334,764</u> | <u>\$1,372,697.00</u> | <u>4%</u> |
| Rate | <u>\$0.068</u> | <u>\$0.0691</u> | <u>\$0.00</u> | <u>1%</u> |
| Deductible | <u>\$5,000.00</u> | <u>\$5,000.00</u> | <u>\$0.00</u> | <u>0%</u> |
| Contractor's Equipment | | | | |
| Premium | <u>\$1,557.00</u> | <u>\$1,555.00</u> | <u>-\$2.00</u> | <u>0%</u> |
| Coverage Limit | <u>894,546</u> | <u>894,546</u> | <u>\$0.00</u> | <u>0%</u> |
| Rate | <u>\$0.174</u> | <u>\$0.1738</u> | <u>\$0.00</u> | <u>0%</u> |
| Deductible | <u>\$5,000.00</u> | <u>\$5,000.00</u> | <u>\$0.00</u> | <u>0%</u> |
| Bridges | | | | |
| Premium | <u>\$72.00</u> | <u>\$410.00</u> | <u>\$338.00</u> | <u>469%</u> |
| Coverage Limit | <u>130,000</u> | <u>746,218</u> | <u>\$616,218.00</u> | <u>474%</u> |
| Rate | <u>\$0.055</u> | <u>\$0.055</u> | <u>\$0.00</u> | <u>-1%</u> |
| Deductible | <u>\$1,000.00</u> | <u>\$1,000.00</u> | <u>\$0.00</u> | <u>0%</u> |
| Property Total | <u>\$24,131.00</u> | <u>\$25,691.00</u> | <u>\$1,560.00</u> | <u>6%</u> |

R&R Insurance Services, Inc.

Rick Kalscheuer
1581 E Racine ♦ Waukesha, WI 53186
262.953.7215 ♦ 800.566.7007
rick.kalscheuer@rrins.com
www.myknowledgebroker.com



INSURANCE
SERVICES, INC.

Insurance Solutions
Presented To:

**Village of
Hartland**



Policy Term: April 1, 2019 to April 1, 2020

Village of Hartland Proposal

Contents



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- A. Coverage/Limits Summary
- B. Cost Comparison

SECTION 2 COVERAGE SUMMARY

- A. Coverage Enhancements

SECTION 3 LOCAL REPRESENTATION

- A. Local Plan Representatives

SECTION 4 PROGRAM PARTICIPATION

- A. Current LWMMI Plan Participants

This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the insurance coverage documents or talk to an authorized LWMMI Agent .

Section 1

Program

Proposal



Coverage/Limits Summary

| Coverage Provided by League of Wisconsin Municipalities Mutual Insurance | Limit of Liability |
|--|--------------------|
| General Liability (No Terrorism, Mold or Fungi Exclusions) | \$6,000,000 |
| Law Enforcement Liability | \$6,000,000 |
| Premises Medical Payments | \$10,000 |
| Public Officials Liability | \$6,000,000 |
| <i>Sewer & Water Systems Backup Extended Coverage (\$100,000 per occurrence, \$300,000 aggregate) can be added for population x \$1.75</i> | |
| Automobile Liability | \$6,000,000 |
| Automobile: | |
| Comprehensive deductible | \$1,000 |
| Collision deductible | \$1,000 |
| Automobile Medical Payments | \$10,000 |
| Uninsured/Underinsured Motorist | Statutory |
| Damage to Premises Rented to You | \$250,000 |
| Workers Compensation Part A Benefits (Including "Terrorism") | Statutory |
| Part B Employers Liability | \$2,000,000 |

The LWMMI Program offers a single limit of liability, combining General Liability, Law Enforcement, Public Officials Liability, and Auto Liability in one policy:

- No Aggregates
- No Claims Made Triggers
- No Deductibles

Section 1

Program

Proposal *Continued*



Coverage/Limits Summary

| Coverage | Limit | Deductible | (company name) |
|--|---------------|------------|-----------------------|
| Property (Eff 5/1/2019) | | | MPIC |
| Buildings, Personal Property & Property in the open | \$34,334,764 | \$5,000 | |
| Contractors Equipment | \$894,546 | \$5,000 | |
| Bridges | \$746,218 | \$1,000 | |
| <hr/> | | | |
| Comprehensive Crime Coverage | | | |
| Employee Theft – Per Loss <i>(Includes Faithful Performance; Deletes Bonded Employee Exclusion)</i> | \$250,000 | \$2,500 | Hanover |
| Forgery or Alteration | | | |
| Theft of Money and Securities Inside Outside | | | |
| Outside the premise | | | |
| Computer Fraud | \$250,000 | \$2,500 | |
| Funds Transfer Fraud | \$250,000 | \$2,500 | |
| Money Orders & Counterfeit Money | | | |
| Funds Transfer – False Pretenses | \$25,000 | \$5,000 | |
| <hr/> | | | |
| Equipment Breakdown | \$100,000,000 | \$1,000 | Liberty Mutual |

Section 1

Program



Proposal Continued

Workers Compensation

Employers Liability

| | |
|-------------------------|---------|
| Each Accident | 100,000 |
| Disease – Policy Limit | 500,000 |
| Disease – Each Employee | 100,000 |

Rating Information

| Class Code | Classifications | Estimated Remuneration | Rate | Estimated Premium |
|------------|-----------------------|------------------------|--------|-------------------|
| 7520 | Watertworks Operation | \$138,145 | \$4.18 | \$5,774 |
| 7709 | Fire Department | \$11,000 | | \$7,302 |
| 7720 | Police Officers | \$1,433,946 | \$3.02 | \$43,305 |
| 8810 | Clerical Office | \$908,900 | \$0.20 | \$1,818 |
| 9414 | Municipal Operations | \$1,154,946 | \$5.74 | \$66,294 |

Factors & Premiums

| Coverage | Rate | Premium |
|---------------------------------------|------|-------------------|
| Classifications Total | | \$ 124,493 |
| Experience Modification | .88 | \$ -14,939 |
| Premium Discount | 8.3% | \$- 9,059 |
| Expense Constant | | \$ 220 |
| Terrorism | | \$ 0 (no charge) |
| Total Estimated Annual Premium | | \$ 100,715 |

Other:

Semi- Annual

Section 1

Program



Cost Comparison

| | EXPIRING | VS | LWMMI AND OTHERS |
|--------------------------------|-------------------|----|-------------------|
| General Liability | \$ 29,718 | | \$ 29,718 |
| Law Enforcement Liability | \$ 14,994 | | \$ 15,931 |
| Public Officials E&O Liability | \$ 15,445 | | \$ 15,445 |
| Automobile Liability | \$ 14,841 | | \$ 14,545 |
| Auto Physical Damage | \$ 22,320 | | \$ 22,518 |
| Dam Coverage | | | \$ 250 |
| Property / Inland Marine | \$ 24,131 MPIC | | \$ 25,961 MPIC |
| Equipment Breakdown | \$ 2,017 Liberty | | \$ 2,163 Liberty |
| Crime | \$ 890 Hanover | | \$ 890 Hanover |
| Subtotal | \$ 124,356 | | \$ 127,421 |
| Workers Compensation | \$ 100,457 | | \$ 100,715 |
| TOTAL ANNUAL ESTIMATE | \$ 224,813 | | \$ 228,136 |

Special Conditions/Options:

- Optional Quote: Sewer & Water Systems Backup Extended Coverage: Population 9,293 x \$1.75 = \$16,263

Section 2

Coverage

Summary



League of Wisconsin Municipalities Mutual Insurance Coverage Enhancements

LWMMI is pleased to offer major coverage enhancements many commercial issuers exclude, including:

- A single policy combining General Liability, Law Enforcement, Public Officials Errors & Liability, and Auto Liability, reducing the chance for gaps between policies
- No “Aggregate Limits.” The “Per Occurrence” policy limit applies to all liability claims
- All coverage is on an “Occurrence” basis, including Public Officials and Employee Benefits Liability
- Prior Act coverage provided for former “Claims-Made” Policies
- Defense costs in addition to the policy limit for all liability coverage, including Law Enforcement Liability
- Police and public official claims will not be settled without your approval
- Limited defense cost reimbursement for alleged criminal acts
- Non-Monetary Claims Coverage up to \$50,000 Per Wrongful Act; subject to a \$250,000 Aggregate Limit
- Sudden and Accidental Above Ground Pollution – \$250,000
- Back and Future Wages and Benefits Covered
- Automobile and Premise Medical No Fault Payments
- \$2,000,000 Added to Limits for Workers Compensation Part B - Employers Liability of the League’s Policy
- Expanded Contractual Liability for Mutual Aid Agreements
- Optional No-Fault Sewer Back-Ups (subject to underwriting acceptability) – \$100,000 per occurrence, \$300,000 annual aggregate.
- Tax Assessment Disputes – up to \$50,000 for Defense

Our LWMMI Professionals are
Protecting the Communities We Live In



402 Gammon Place
 Suite 225
 Madison, WI 53719

p: 608.833.9595
 f: 608.833.8088

insurance@lwmmi.org
www.LWMMI.org

A Mutual Company Owned by
 Member Cities and Villages.

Baer Insurance Services, LLC

Mike Zagrodnik
 9701 Brader Way, Suite 100
 P. O. Box 46490
 Madison, WI 53744

p: 888-729-2237
 f: 608-664-2233
 mikez@baerinsurance.com

R&R Insurance Services, Inc.

Rick Kalscheuer
 1581 E Racine Avenue
 P. O. Box 1610
 Waukesha, WI 53187

p: 262-953-7215
 f: 262-953-1343
 rick.kalscheuer@rrins.com

Business Insurance Group

Bill Barnes
 1856 N Stevens Street
 P. O. Box 784
 Rhinelander, WI 54501

p: 715-362-5557
 f: 715-362-5572
 bill@businsgroup.com

McClone Agency, Inc.

Sherri Rusch-Regenwether
 1807 Erie Avenue
 P. O. Box 1320
 Sheboygan, WI 53082

p: 800-989-6174
 f: 920-458-1363
 sherri.regenwether@mcclone.com

Spectrum Insurance Group, LLC

Darrel Zaleski
 4233 Southtowne Drive
 Eau Claire, WI 54701

p: 877-858-9874
 f: 715-858-9866
 darrel.zaleski@spectruminsgroup.com

LWMMI

Dennis Tweedale, CEO
 402 Gammon Place
 Suite 225
 Madison, WI 53719

p: 608.833.9595
 f: 608.833.8088
 dennis@lwmmi.org



League of Wisconsin Municipalities Mutual Insurance

Plan Participants

Abbotsford, City of
Adell, Village of
Albany, Village of
Algoma, City of
Algoma Utilities
Commission
Allouez, Village of
Almena, Village of
Amherst, Village of
Aniwa, Village of
Arcadia, City of
Arena, Village of
Arlington, Village of
Arpin, Village of
Ashland County Housing
Authority
Ashwaubenon, Village of
Athens, Village of
Auburndale, Village of
Augusta, City of
Avoca, Village of
Bagley, Village of
Barneveld, Village of
Barron County Housing
Authority
Barron Housing Authority
Bay City, Village of
Bayfield, City of
Bayside, Village of
Beaver Dam, City of
Belleville, Village of
Bellevue, Village of
Belmont, Village of
Benton, Village of
Big Bend, Village of
Birchwood, Village of
Birchwood Four
Corners EMD
Biron, Village of
Black Creek, Village of
Black Earth, Village of

Black River Falls, City of
Blair, City of
Blanchardville, Village of
Blenker Sherry Sanitary
District
Blue Mounds, Village of
Blue River, Village of
Bonduel, Village of
Boscobel, City of
Boyceville, Village of
Boyceville Community
Ambulance District
Boyceville Community
Fire District
Boyd, Village of
Brillion, City of
Brooklyn, Village of
Bruce, Village of
Butler, Village of
Butternut, Village of
Cadott, Village of
Calumet Sanitary District
#1, Town Of
Cambria, Village of
Cambridge, Village of
Cambridge Oakland
Wastewater
Camp Douglas, Village of
Campbellsport, Village of
Cazenovia, Village of
Cecil, Village of
Chenequa, Village of
Chetek Housing Authority
Chilton, City of
Chippewa Falls, City of
Clear Lake, Village of
Cleveland, Village of
Clinton, Village of
Clintonville, City of
Clintonville Area
Ambulance

Cobb, Village of
Cochrane, Village of
Colby, City of
Colby – Abbotsford Police
Department
Colfax, Village of
Coloma, Village of
Combined Locks, Village of
Community Library
Coon Valley, Village of
Cornell, City of
Cottage Grove, Village of
Crandon, City of
Cross Plains, Village of
Cross Plains Area EMS
Cumberland, City of
Cumberland Fire District
Cumberland Municipal Utility
Curtiss, Village of
Dane, Village of
Dane Iowa Sanitary District
Darien, Village of
Deer Grove EMS
Deer Park, Village of
Deerfield, Village of
Delafield, City of
**Delafield – Hartland Water
Pollution Control Commission**
Delavan Lake Sanitary District
Dodgeville, City of
Door County Tourism
Zone Commission
Dorchester, Village of
Dousman, Village of
Downing, Village of
Doylestown, Village of
Dresser, Village of
Eagle, Village of
Eagle River, City of
Eau Claire Housing Authority,
City of

Edgerton, City of
Egg Harbor, Village of
Eland, Village of
Eleva, Village of
Elk Mound, Village of
Elkhart Lake, Village of
Ellsworth, Village of
Elm Grove, Village of
Elmwood, Village of
Elmwood Park, Village of
Embarrass, Village of
Endeavor, Village of
Ephraim, Village of
Everest Metropolitan Police
Department
Fairchild, Village of
Fairchild Fire Protection
District
Fairwater, Village of
Fall Creek, Village of
Ferryville, Village of
Fond du Lac, City of
**Fontana on Geneva Lake,
Village of**
**Fontana – Walworth Water
Pollution Control
Commission**
Footville, Village of
Fountain City, City of
Fox Lake, City of
**Fox Lake Community
Fire Association**
Fox Point, Village of
Fox West Regional Sewerage
Commission
Francis Creek, Village of
**Frank L. Weyenberg Library,
Mequon – Thiensville**
Franklin, City of
Frederic, Village of
Fremont, Village of
Fremont Orihula Wolf River
Friesland, Village of
Garners Creek Storm
Water Utility
**Geneva Lake Law
Enforcement**

Gillett, City of
Gilman, Village of
Glen Flora, Village of
Glenbeulah, Village of
Goose Lake Watershed
District
Granton, Village of
Grantsburg, Village of
Gratiot, Village of
Greater Bayfield
Wastewater Treatment
Green Lake, City of
Green Lake Sanitary
District
Greenfield, City of
Gresham, Village of
Hales Corners, Village of
Hammond, Village of
Harrison, Village of
Hartland, Village of
Haugen, Village of
Hawkins, Village of
Hayward, City of
Hewitt, Village of
Highland, Village of
Hilbert, Village of
Hixton, Village of
Hobart, Village of
Hollandale, Village of
Holmen, Village of
Hortonville, Village of
Howards Grove,
Village of
Howards Grove
Volunteer Fire
Department
Hurley, City of
Hustisford, Village of
Hustler, Village of
Independence, City of
Ingram, Village of
Iola, Village of
Iron Ridge, Village of
Jefferson, City of
**Jefferson Housing
Authority, City of**

Johnson Creek, Village of
Junction City, Village of
Kaukauna, City of
Kaukauna Utilities
Kegonsa Sanitary District #2
Kekoskee, Village of
Kennan, Village of
Kewaskum, Village of
Kewaunee, City of
Kiel, City of
Kingston, Village of
Kohler, Village of
Kronenwetter, Village of
La Farge, Village of
La Valle, Village of
Lac La Belle, Village of
Ladysmith, City of
Lake Country Fire and Rescue
Department
Lake Delton, Village of
Lake Geneva, City of
Lake Hallie, Village of
Lake Mills, City of
Lake Nebagamon,
Village of
**Lake Pewaukee Sanitary
District**
Landfill Venture Group
League of Wisconsin
Municipalities
League of Wisconsin
Municipalities Mutual
Insurance
Linden, Village of
Little Chute, Village of
Little Elkhart Lake
Rehabilitation District
Livingston, Village of
Loganville, Village of
Lohrville, Village of
Lomira, Village of
Lone Rock, Village of
Luck, Village of
Luxemburg, Village of
Lyndon Station,
Village of
Lynxville, Village of

Madison Metropolitan
Sewerage District
Maiden Rock, Village of
Maine, Village of
Manawa, City of
Maribel, Village of
Marion, City of
Marquette, Village of
Marquette Communities
Joint Municipal Court
Marquette Fire District
Marshall, Village of
Marshfield, City of
Marshfield Utilities Electric
and Water Department
Mary Lane Sanitary District
Mazomanie, Village of
McFarland, Village of
Medford, City of
Mellen, City of
Merrill, City of
Merrillan, Village of
Merrimac, Village of
Merton, Village of
Merton Community Fire
Department
Milltown, Village of
Milwaukee Area Domestic
Animal Control
Milwaukee Housing
Authority, City of
Mineral Point, City of
Mishicot, Village of
Montello, City of
Montello Joint Fire District
Montfort, Village of
Monticello, Village of
Mosinee, City of
Mosinee Fire District
Mount Calvary, Village of
Mount Horeb, Village of
Mukwonago, Village of
Municipal Court for
Western Waukesha
County
Muscodia, Village of
Muskego, City of

Nashotah, Village of
Necedah, Village of
Neillsville, City of
Nelsonville, Village of
Neosho, Village of
Neshkoro, Village of
New Holstein, City of
New Lisbon, City of
New Richmond, City of
Newburg, Village of
Niagara, City of
North Bay, Village of
North Fond du Lac,
Village of
North Freedom,
Village of
North Hudson,
Village of
North Prairie, Village of
North Shore Fire
Department
North Shore Water
Commission
Northern Waupaca
County Joint
Municipal Court
Norwalk, Village of
Oconomowoc, City of
Oconomowoc Lake,
Village of
Oconto, City of
Oconto Falls, City of
Oconto Falls Water and
Light Commission,
City of
O'Dells Bay Sanitary
District
Oregon, Village of
Orfordville, Village of
Orihula Sanitary District
Oshkosh, City of
Osseo, City of
Owen, City of
Owen Withee Police
Commission
Oxford, Village of

Pabst Farms Joint Stormwater
Utility District
Paddock Lake,
Village of
Palmyra, Village of
Pardeeville, Village of
Park Falls, City of
Park Ridge, Village of
Pepin, Village of
Peppermill Lake Management
District
Pewaukee, City of
Pewaukee, Village of
Phillips, City of
Pikes Bay Sanitary District
Plain, Village of
Pleasant Prairie,
Village of
Pleasant Springs Sanitary
District
Polk County Housing Authority
Port Edwards, Village of
Portage, City of
Poynette, Village of
Prairie du Chien, City of
Prairie du Sac, Village of
Prairie Farm, Village of
Prairie Village Water Trust
Prentice, Village of
Prescott, City of
Princeton, City of
Randolph, Village of
Random Lake, Village of
Readstown, Village of
Redevelopment Authority of the
City of Oshkosh
Redgranite, Village of
Reedsville, Village of
Reeseville, Village of
Rewey, Village of
Rib Lake, Village of
Rib Mountain Sanitary District
Rice Lake, City of
Rice Lake – Lake Protection &
Rehabilitation
Rice Lake Housing Authority
Richfield, Village of

Ridgeland, Village of
Ridgeway, Village of
Rio, Village of
Roberts, Village of
Rochester, Village of
Rock – Koshkonong Lake
District
Rock Springs, Village of
Rockdale, Village of
Rockland, Village of
Rosendale, Village of
Rothschild, Village of
Rudolph, Village of
Sauk City, Village of
Sauk Prairie Community
Recreation
Sauk Prairie Court
Commission
Sauk Prairie Police
Commission
Sauk Prairie Sewerage
Commission
Scandinavia, Village of
Sharon, Village of
Shawano, City of
Sheboygan Water Utility
Shell Lake, City of
Shell Lake Housing
Authority, City of
Shorewood, Village of
Shorewood Hills, Village of
Siren, Village of
Sister Bay, Village of
Soldiers Grove, Village of
Somerset, Village of
South Area Fire and
Emergency Response
District
South Wayne, Village of
Spencer, Village of
Spencer Area Fire and
Ambulance Commission
Spring Green, Village of
St. Cloud, Village of
St. Croix Falls, City of
Stevens Point Airport,
City of

Stevens Point Housing
Authority
Stevens Point Water,
Sewer and Stormwater
Stockholm, Village of
Sturgeon Bay, City of
Sturgeon Bay Utilities
Sturtevant, Village of
Suamico, Village of
Sullivan, Village of
Summit, Village of
Superior, Village of
Suring, Village of
Sussex, Village of and
Pauline Haass Public
Library
Tennyson, Village of
Theresa, Village of
Thiensville, Village of
Thorp, City of
Tomahawk, City of
Trempealeau, Village of
Turtle Lake, Village of
Twin Lakes, Village of
Unity, Village of
Upper St. Croix Lake
Sanitary District
Valders, Village of
Vanguard Electric
Commission
Vesper, Village of
Viola, Village of
Waldo, Village of
Wales, Village of
Walworth, Village of
Washburn, City of
Waterford, Village of
Waterloo, City of
Watertown, City of
Watertown Housing
Authority
Waukesha, City of
Waukesha Water Utility
Waunakee, Village of
Waupaca, City of
Wausaukee, Village of
Wautoma, City of

Wauzeka, Village of
Webster, Village of
West Central Wisconsin Bio
Solids
West Milwaukee, Village of
West Salem, Village of
Western Lakes Fire District
Westfield, Village of
Weston, Village of
Weyauwega, City of
Wheeler, Village of
Whitehall, City of
Whitelaw, Village of
Williams Bay, Village of
Wind Point, Village of
Windsor, Village of
Winneconne, Village of
Wisconsin Dells – Lake Delton
Sewerage Commission
Wisconsin Rapids, City of
Wisconsin Rapids Water Works
and Lighting Commission
Withee, Village of
Wolf River Sanitary District
Wrightstown, Village of
Wyocena, Village of

| | | |
|----------|---------|---|
| MPIC-506 | 06-2016 | Coverage of Computer-Related Losses Endorsement |
| MPIC-507 | 01-2017 | Equipment Breakdown Protection Coverage Endorsement |
| MPIC-510 | 01-2019 | Tax Lien Property Coverage |
| MPIC-511 | 01-2019 | Leased Property Coverage |

Item V. Loss Payees:

Item VI. Variable Coverage Schedules:

Bridges

| | |
|---|---------|
| HILL ST. TOWER - FENCED IN AREA - CABLE BRIDGE W/CABLE | 1,786 |
| PITO / CE THROUGHOUT - 6 PEDESTRIAN FOOT BRIDGES | 609,232 |
| PITO / CE THROUGHOUT - Pedestrian Bridge (connecting Riverwalk Complex to downtown) | 135,200 |
| | 746,218 |

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 34,334,764

| Site | Bldg | Description | Year Built | Floors | Square Footage | Building CRN | Content CRN |
|-----------------------------|-------------------------------------|--|------------|--------|----------------|--------------------|------------------|
| 1 FIRE STATION | | | | | | | |
| | 1 | FIRE STATION 150 Lawn Street Hartland WI 53029 | 1964 | 1 | 8,960 | \$1,991,683 | \$476,461 |
| | 2 | SURVIVE ALIVE HOUSE 150 LAWN STREET Hartland WI 53029 | 2012 | 2 | 2,320 | \$213,008 | \$9,839 |
| | FIRE STATION (1) Total | | | | | \$2,204,691 | \$486,300 |
| 2 MUNICIPAL BUILDING | | | | | | | |
| | 1 | MUNICIPAL BUILDING 210 Cottonwood Avenue Hartland WI 53029 | 1980 | 3 | 27,376 | \$6,508,986 | \$709,398 |
| | 2 | POLICE DEPT GARAGE 210 COTTONWOOD AVE. Hartland WI 53029 | 2012 | 1 | 8,850 | \$437,810 | \$6,072 |
| | MUNICIPAL BUILDING (2) Total | | | | | \$6,946,796 | \$715,470 |
| 3 MUNICIPAL GARAGE | | | | | | | |
| | 1 | COLD STORAGE BUILDING 701 PROGRESS DRIVE Hartland WI 53029 | 2009 | 1 | 3,200 | \$398,062 | \$49,480 |
| | 2 | MUNICIPAL GARAGE 701 Progress Drive Hartland WI 53029 | 1986 | 1 | 24,196 | \$3,273,681 | \$468,626 |
| | 3 | SALT DOME 701 PROGRESS DRIVE Hartland WI 53029 | 1980 | 1 | 5,026 | \$241,335 | \$16,842 |
| | | Property in the open | | | | | \$94,882 |
| | MUNICIPAL GARAGE (3) Total | | | | | \$3,913,078 | \$629,830 |
| 4 HARTBROOK PARK | | | | | | | |
| | 1 | RESTROOM None Hartland WI 53029 | 1980 | 1 | 378 | \$118,300 | \$0 |
| | | Property in the open | | | | | \$138,528 |
| | HARTBROOK PARK (4) Total | | | | | \$118,300 | \$138,528 |
| 5 NIXON PARK | | | | | | | |
| | 1 | CONCESSION STAND 175 EAST PARK STREET Hartland WI 53029 | 1980 | 1 | 800 | \$96,833 | \$10,856 |
| | 2 | FINE ART CENTER 175 EAST PARK STREET Hartland WI 53029 | 1994 | 1 | 2,388 | \$402,396 | \$0 |
| | 3 | RESTROOM | 1999 | 1 | 441 | \$121,226 | \$0 |

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 34,334,764

| Site | Bldg | Description | Year Built | Floors | Square Footage | Building CRN | Content CRN |
|-----------|------|--|------------|--------|----------------|--------------------|------------------|
| | | 175 EAST PARK STREET Hartland WI 53029 | | | | | |
| | 4 | WARMING HOUSE 175 EAST PARK STREET Hartland WI 53029 | 1980 | 1 | 382 | \$48,397 | \$0 |
| | | Property in the open | | | | | \$688,692 |
| | | NIXON PARK (5) Total | | | | \$668,852 | \$699,548 |
| 6 | | <i>BARK RIVER PARK</i> | | | | | |
| | 1 | CONCESSION STAND None Hartland WI 53029 | 1980 | 1 | 800 | \$96,833 | \$0 |
| | | BARK RIVER PARK (6) Total | | | | \$96,833 | \$0 |
| 7 | | <i>PUMPHOUSE #2</i> | | | | | |
| | 1 | PUMPHOUSE #2 922 SUNNYSLOPE ROAD Hartland WI 53029 | 1956 | 1 | 560 | \$90,069 | \$105,813 |
| | | Property in the open | | | | | \$99,113 |
| | | PUMPHOUSE #2 (7) Total | | | | \$90,069 | \$204,926 |
| 8 | | <i>PUMPHOUSE #3</i> | | | | | |
| | 1 | PUMPHOUSE #3 570 Progress Drive Hartland WI 53029 | 1974 | 1 | 1,814 | \$1,589,984 | \$15,881 |
| | | PUMPHOUSE #3 (8) Total | | | | \$1,589,984 | \$15,881 |
| 9 | | <i>PUMPHOUSE #4</i> | | | | | |
| | 1 | PUMPHOUSE #4 520 PENBROOK WAY Hartland WI 53029 | 1972 | 1 | 480 | \$180,141 | \$63,010 |
| | | Property in the open | | | | | \$789,657 |
| | | PUMPHOUSE #4 (9) Total | | | | \$180,141 | \$852,667 |
| 10 | | <i>PUMPHOUSE #5</i> | | | | | |
| | 1 | PUMPHOUSE #5 901 MANCHESTER COURT Hartland WI 53029 | 1972 | 1 | 1,828 | \$322,644 | \$523,106 |
| | | PUMPHOUSE #5 (10) Total | | | | \$322,644 | \$523,106 |
| 11 | | <i>COVENTRY WATER TANK</i> | | | | | |
| | | Property in the open | | | | | \$825,865 |
| | | COVENTRY WATER TANK (11) Total | | | | \$0 | \$825,865 |
| 12 | | <i>HILL ST. WATER TANK</i> | | | | | |
| | | Property in the open | | | | | \$825,865 |
| | | HILL ST. WATER TANK (12) Total | | | | \$0 | \$825,865 |

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 34,334,764

| Site | Bldg | Description | Year Built | Floors | Square Footage | Building CRN | Content CRN |
|------------------------------------|------|--|------------|--------|----------------|--------------------|--------------------|
| 13 CASTLE PARK | | | | | | | |
| | | Property in the open | | | | | \$40,773 |
| | | CASTLE PARK (13) Total | | | | \$0 | \$40,773 |
| 14 BARK RIVER | | | | | | | |
| | | Property in the open | | | | | \$14,518 |
| | | BARK RIVER (14) Total | | | | \$0 | \$14,518 |
| 15 JOLIET PARK | | | | | | | |
| | | Property in the open | | | | | \$43,366 |
| | | JOLIET PARK (15) Total | | | | \$0 | \$43,366 |
| 16 PENBROOK PARK | | | | | | | |
| | | Property in the open | | | | | \$141,848 |
| | | PENBROOK PARK (16) Total | | | | \$0 | \$141,848 |
| 17 SUNNYSLOPE | | | | | | | |
| | | Property in the open | | | | | \$1,886 |
| | | SUNNYSLOPE (17) Total | | | | \$0 | \$1,886 |
| 18 LIBRARY | | | | | | | |
| | 1 | LIBRARY 110 East Park Street Hartland WI 53029 | 2012 | 1 | 19,500 | \$4,386,879 | \$2,329,367 |
| | | LIBRARY (18) Total | | | | \$4,386,879 | \$2,329,367 |
| 19 BRISTLECONE TOWER | | | | | | | |
| | | Property in the open | | | | | \$986,113 |
| | | BRISTLECONE TOWER (19) Total | | | | \$0 | \$986,113 |
| 20 ARLENE DRIVE LIFTSTATION | | | | | | | |
| | 1 | GENERATOR BUILDING 1800 ARLENE DRIVE Hartland WI 53029 | 1995 | 1 | 196 | \$27,354 | \$32,445 |
| | | Property in the open | | | | | \$32,528 |
| | | ARLENE DRIVE LIFTSTATION (20) Total | | | | \$27,354 | \$64,973 |
| 21 CENTENNIAL PARK | | | | | | | |
| | 1 | Restrooms 700 Hwy K Hartland WI 53029 | 2014 | 1 | 720 | \$196,230 | \$0 |
| | | Property in the open | | | | | \$98,474 |
| | | CENTENNIAL PARK (21) Total | | | | \$196,230 | \$98,474 |
| 22 LACS | | | | | | | |

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 34,334,764

| Site | Bldg | Description | Year Built | Floors | Square Footage | Building CRN | Content CRN |
|-----------|------|---|------------|--------|----------------|------------------|---------------------|
| | 1 | CELLULAR TOWER SITE 665 HILL STREET Hartland WI 53029 | 1996 | 1 | 144 | \$38,960 | \$1,899 |
| | | LACS (22) Total | | | | \$38,960 | \$1,899 |
| 23 | | WAYSIDE | | | | | |
| | | Property in the open | | | | | \$112,130 |
| | | WAYSIDE (23) Total | | | | \$0 | \$112,130 |
| 24 | | PUMPHOUSE #6 | | | | | |
| | 1 | PUMPHOUSE # 6 360 SUNSHINE DRIVE Hartland WI 53029 | 2006 | 1 | 1,826 | \$345,608 | \$282,986 |
| | | PUMPHOUSE #6 (24) Total | | | | \$345,608 | \$282,986 |
| 25 | | HILL ST. TOWER - FENCED IN AREA | | | | | |
| | | Property in the open | | | | | \$23,830 |
| | | HILL ST. TOWER - FENCED IN AREA (25) Total | | | | \$0 | \$23,830 |
| 26 | | Cottonwood Ave. Municipal Parking Lot | | | | | |
| | | Property in the open | | | | | \$21,008 |
| | | Cottonwood Ave. Municipal Parking Lot (26) Total | | | | \$0 | \$21,008 |
| 27 | | WINDRUSH | | | | | |
| | 1 | BOOSTER STATION OFF JUNGBLUTH Hartland WI 53029 | 0 | 1 | 540 | \$598,728 | \$0 |
| | | Property in the open | | | | | \$73,528 |
| | | WINDRUSH (27) Total | | | | \$598,728 | \$73,528 |
| 28 | | PITO / CE THROUGHOUT | | | | | |
| | | Property in the open | | | | | \$2,454,932 |
| | | PITO / CE THROUGHOUT (28) Total | | | | \$0 | \$2,454,932 |
| | | Building Subtotal | | | | | \$21,725,147 |
| | | Contents Subtotal | | | | | \$5,102,081 |
| | | Property in the Open Subtotal | | | | | \$7,507,536 |
| | | Building, Contents and PITO Total | | | | | \$34,334,764 |

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

| Site | Description | New Cost of Replacement |
|----------|-----------------------------------|-------------------------|
| 3 | MUNICIPAL GARAGE | |
| | Above ground fuel tanks | \$60,682 |
| | FENCE, CHAINLINK, 6' & OVER | \$33,357 |
| | PICNIC TABLE | \$843 |
| | MUNICIPAL GARAGE (3) TOTAL | \$94,882 |
| 4 | HARTBROOK PARK | |
| | BACK STOP | \$5,920 |
| | PICNIC TABLE | \$4,229 |
| | PLAYSTRUCTURE, METAL/PLASTIC | \$40,083 |
| | SWING, BELT | \$2,430 |
| | WHIRL | \$1,793 |
| | BARBECUE, STEEL | \$546 |
| | Baseball Dugouts | \$12,270 |
| | BENCH, PARK ALUM | \$3,805 |
| | BLEACHER, ALUM 15' 5TIER | \$7,399 |
| | FENCE, CHNLNK 6' & OVER | \$31,073 |
| | FENCE, WD UNDER 6' | \$7,301 |
| | GOAL, BASKETBALL DBL | \$1,584 |
| | PICNIC PAVILION | \$20,096 |
| | HARTBROOK PARK (4) TOTAL | \$138,528 |
| 5 | NIXON PARK | |
| | 2 DUGOUTS | \$2,101 |
| | JUNGLE GYM (ROPE CLIMBER) | \$23,671 |
| | PARALLEL BARS | \$629 |
| | Park Shelter | \$26,260 |
| | PICNIC PAVILION | \$17,761 |
| | PICNIC PAVILION | \$17,761 |
| | PICNIC TABLE | \$18,188 |
| | Picnic Tables | \$6,716 |
| | PLAYSTRUCTURE | \$41,174 |
| | Playstructure, metal plastic | \$21,526 |
| | SLIDE, METAL | \$1,270 |
| | BACKSTOP | \$5,920 |
| | SNAKE BEAM | \$620 |
| | SPLASH PAD | \$403,609 |
| | SWING, BELT | \$4,637 |
| | SWING, BELT | \$2,430 |
| | TENNIS COURT, DOUBLE | \$50,755 |
| | WHIRL | \$2,746 |
| | BALANCE BEAM | \$489 |
| | BARBECUE, STEEL | \$1,376 |
| | BENCH, PARK ALUMINUM | \$3,170 |
| | BLEACHER, ALUMINUM 16' 10TIER | \$15,779 |
| | BOUNCER, ANIMAL | \$1,056 |
| | FENCE, CHAINLINK UNDER 6' | \$9,232 |
| | FENCE, CHAINLINK 6' & OVER | \$9,817 |

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

| Site | Description | New Cost of Replacement |
|-----------|---------------------------------------|-------------------------|
| | NIXON PARK (5) TOTAL | \$688,692 |
| 7 | <i>PUMPHOUSE #2</i> | |
| | BENCH, PARK, ALUM | \$631 |
| | BENCH, PLASTIC/ALUMINUM | \$10,175 |
| | BLEACHER, ALUM. 16'/5TIER | \$11,841 |
| | BLEACHER, ALUMINUM 16' /3TIER | \$2,365 |
| | Chainlink Fence under 6' | \$840 |
| | FENCE, CHNLNK 6' & OVER | \$25,777 |
| | FENCE, WD UNDER 6' | \$3,073 |
| | PICNIC PAVILION | \$38,066 |
| | PICNIC TABLE | \$6,343 |
| | PUMPHOUSE #2 (7) TOTAL | \$99,113 |
| 9 | <i>PUMPHOUSE #4</i> | |
| | TANK, WATER, B/G CONCRETE | \$168,088 |
| | TANK, WATER, B/G CONCRETE | \$592,173 |
| | TRANSFORMER-500KVA, 480V | \$29,397 |
| | PUMPHOUSE #4 (9) TOTAL | \$789,657 |
| 11 | <i>COVENTRY WATER TANK</i> | |
| | TNK,WTR ELEV SPHEROID | \$825,865 |
| | COVENTRY WATER TANK (11) TOTAL | \$825,865 |
| 12 | <i>HILL ST. WATER TANK</i> | |
| | TNK,WTR ELEV SPHEROID | \$825,865 |
| | HILL ST. WATER TANK (12) TOTAL | \$825,865 |
| 13 | <i>CASTLE PARK</i> | |
| | BENCH, PARK ALUM | \$1,270 |
| | WHIRL-C | \$1,793 |
| | BOUNCER, ANIMAL- 2 | \$595 |
| | Pavilion | \$17,857 |
| | PICNIC TABLE | \$1,689 |
| | PLAYSTRUCTURE, PLASTIC | \$10,934 |
| | SANDBOX SHOVEL | \$1,151 |
| | SEESAW | \$1,786 |
| | SLIDE, METAL | \$1,269 |
| | SWING, BELT | \$2,430 |
| | CASTLE PARK (13) TOTAL | \$40,773 |
| 14 | <i>BARK RIVER</i> | |
| | BENCH, PARK ALUMINUM | \$317 |
| | FENCING, WD UNDER 6' | \$921 |
| | PICNIC TABLE | \$847 |
| | RETAINING WALL | \$12,433 |
| | BARK RIVER (14) TOTAL | \$14,518 |

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

| Site | Description | New Cost of Replacement |
|------------------------------------|--|-------------------------|
| 15 JOLIET PARK | | |
| | BACKSTOP | \$2,960 |
| | BENCH, PARK ALUMINUM | \$1,270 |
| | FENCE, CHNLNK UNDER 6' | \$3,879 |
| | GOAL, BASKETBALL SINGLE | \$1,056 |
| | PICNIC TABLE | \$421 |
| | PLAYSTRUCTURE, METAL/PLASTIC | \$30,834 |
| | SWING, BELT - 2 SEATS | \$1,161 |
| | Whirl | \$1,786 |
| | JOLIET PARK (15) TOTAL | \$43,366 |
| 16 PENBROOK PARK | | |
| | BACKSTOP | \$2,960 |
| | PLAYSTRUCTURE MEDIUM | \$29,792 |
| | SWING, BELT | \$1,215 |
| | TENNIS COURT, DOUBLE | \$50,755 |
| | BENCH, PARK ALUMINUM | \$2,854 |
| | BLEACHER, ALUM 15' 5TIER | \$7,399 |
| | BOUNCER, ANIMAL | \$2,109 |
| | FENCE, CHNLNK 6' & OVER | \$14,795 |
| | FENCE, CHNLNK UND 6' | \$6,941 |
| | GOAL, BASKETBAL DBL | \$1,584 |
| | PICNIC PAVILION | \$17,639 |
| | PICNIC TABLE | \$3,805 |
| | PENBROOK PARK (16) TOTAL | \$141,848 |
| 17 SUNNYSLOPE | | |
| | BENCH, PARK ALUM | \$317 |
| | FENCE, WD UNDER 6' | \$1,568 |
| | SUNNYSLOPE (17) TOTAL | \$1,886 |
| 19 BRISTLECONE TOWER | | |
| | TANK, WATER, ELEVATED | \$986,113 |
| | BRISTLECONE TOWER (19) TOTAL | \$986,113 |
| 20 ARLENE DRIVE LIFTSTATION | | |
| | PACKAGE LIFT STATION | \$32,528 |
| | ARLENE DRIVE LIFTSTATION (20) TOTAL | \$32,528 |
| 21 CENTENNIAL PARK | | |
| | ALUMINUM FOOTBALL BLEACHERS | \$15,756 |
| | GOAL, FOOTBALL | \$2,739 |
| | PARK BENCH | \$1,218 |
| | PICNIC TABLE | \$7,318 |
| | PLAYSTRUCTURE | \$26,023 |
| | SWING, BELT | \$1,280 |
| | BACKSTOP | \$5,208 |

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

| Site | Description | New Cost of Replacement |
|-----------|--|-------------------------|
| | BARBECUE, STEEL | \$609 |
| | Baseball dugouts | \$12,270 |
| | BENCH, PLAYERS | \$238 |
| | BLEACHER, ALUMINUM | \$7,947 |
| | BLEACHER, ALUMINUM | \$7,947 |
| | FENCING-CHAINLINK | \$5,692 |
| | FENCING-CHAINLINK | \$4,229 |
| | CENTENNIAL PARK (21) TOTAL | \$98,474 |
| 23 | WAYSIDE | |
| | 2 Wood Picnic Tables | \$840 |
| | Chimney Swift Roost | \$88,087 |
| | PICNIC PAVILION | \$23,202 |
| | WAYSIDE (23) TOTAL | \$112,130 |
| 25 | HILL ST. TOWER - FENCED IN AREA | |
| | CABLE BRIDGE W/CABLE | \$1,786 |
| | CONCRETE PAD | \$595 |
| | FENCING - CHAIN LINK, 6 FT W/SLATS | \$6,554 |
| | METAL UTILITY PANNEL SUPPORT | \$595 |
| | RETAINING WALL | \$14,300 |
| | HILL ST. TOWER - FENCED IN AREA (25) TOTAL | \$23,830 |
| 26 | Cottonwood Ave. Municipal Parking Lot | |
| | Retaining Wall | \$21,008 |
| | Cottonwood Ave. Municipal Parking Lot (26) TOTAL | \$21,008 |
| 27 | WINDRUSH | |
| | MICRO BOOSTER | \$73,528 |
| | WINDRUSH (27) TOTAL | \$73,528 |
| 28 | PITO / CE THROUGHOUT | |
| | 6 PEDESTRIAN FOOT BRIDGES | \$609,232 |
| | VAULT LIFT STATION-WOODLANDS CT. | \$89,683 |
| | VAULT LIFT STN-BRADFORD WAY | \$31,087 |
| | VAULT LIFT STN-RUSTIC LANE | \$32,778 |
| | VAULT, LIFT STATION -SHADOWRIDGE | \$122,937 |
| | FIRE HYDRANT | \$997,777 |
| | FIRE HYDRANT | \$39,435 |
| | FOUR WINDS WEST LIFT STATION | \$236,340 |
| | FUEL TANK OIL A/G | \$8,371 |
| | Pedestrian Bridge (connecting Riverwalk Complex to downtown) | \$135,200 |
| | STREET LIGHTING-16'HT/ 2LMPS | \$118,430 |
| | TANK, WASTEOIL A/G | \$2,576 |
| | VAULT LIFT STATION-CRYSTAL DR | \$31,087 |
| | PITO / CE THROUGHOUT (28) TOTAL | \$2,454,932 |

**PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY**

| Site | Description | New Cost of Replacement |
|-----------------------------------|-------------|-------------------------|
| PROPERTY IN THE OPEN TOTAL | | \$7,507,536 |

CONTRACTOR'S EQUIPMENT MUNICIPAL PROPERTY INSURANCE COMPANY

| Description | RCN Subject |
|--|-------------|
| 1988 BUETHLING B100ROLLER | \$13,443 |
| 1988 ONAN DGFA-LGENERATOR-150T | \$49,695 |
| 1991 GME LIT BE19217TRENCH SUPPORT SHIELD | \$9,158 |
| 1992 INGERSOLL RAND 185AIR COMPRESSOR | \$17,643 |
| 1996 ONAN 35DGBBGENERATOR | \$20,823 |
| 2001 JOHN DEERE 4300TRACTOR | \$35,179 |
| 2001 ODB SLC800SLC8 LEAF SUCKER | \$28,909 |
| 2002 CARGO EXPRESS CE716MHCONFINED SPACE RESCUE TRAILER | \$5,940 |
| 2002 ODB SCL800TM-20LEAF SUCKER | \$30,571 |
| 2003 BUSH HOG 11'BUSH HOG | \$16,767 |
| 2003 FAIR SNOWCRETE SNOW BLOWER | \$76,048 |
| 2003 JOHN DEERE JD4610TRACTOR | \$36,765 |
| 2004 ONAN GENERATOR | \$27,485 |
| 2004 VERMEER BRUSH CHIPPER | \$39,141 |
| 2007 BOBCAT S-300SKIDSTEER LOADER | \$26,795 |
| 2007 JOHN DEER JD1435MOWER | \$16,528 |
| 2008 CASE 621EFRONT END LOADER | \$159,864 |
| 2009 BUSH HOG TD1100MOWER BUSH HOG | \$11,559 |
| 2009 JOHN DEERE A25TRACTOR FLAIL ATTACHMENT | \$10,262 |
| 2010 JOHN DEERE 03925LOADER | \$4,622 |
| 2010 JOHN DEERE 3111SNOWBLOWER | \$5,193 |
| 2010 JOHN DEERE 3339TILLER | \$2,196 |
| 2010 JOHN DEERE 3562SNOW GROOMING EQUIPMENT | \$4,710 |
| 2010 JOHN DEERE 3720MOWER | \$28,398 |
| 2010 TNT SLC-29TNT Rescue Cutter | \$4,656 |
| 2011 JOHN DEERE 1445TRACTOR | \$19,926 |
| 2011 JOHN DEERE JD 59SNOWBLOWER | \$4,606 |
| 2011 MFWD DOM IT4TRACTOR | \$34,476 |
| 2011 SCAG TURF TIGER STT61V-28CATMOWER | \$17,602 |
| 2012 BOBCAT SG60STUMP CUTTER | \$9,005 |
| 2012 Bobcat SGX60 Stump GrinderStump Grinder | \$8,926 |
| 2012 CRONKHITE 2900EACRONKHITE TRAILER | \$8,868 |
| 2012 JOHN DEERE OT 72 POLY BRUSH | \$4,811 |
| 2012 SCAG STT-CS61 BAGGER | \$3,087 |
| 2012 Toro 2500Toro Topdresser Mower | \$10,178 |
| 2013 Freightliner Street Sweeper SN:1fvacxdt00hfb1565 | \$210,000 |
| 2013 John Deere 4520John Deere Tractor and accessories | \$42,088 |
| 2013 TNT AcceleratorTNT Rescue Accelerator Pump | \$5,904 |
| 2013 TNT Hand PumpTNT Hand Pump | \$1,813 |
| 2013 TNT HoseTNT Rescue Tools Extension Hose | \$569 |
| 2013 TNT Red HoseTNT Rescue Tools Extension Hose | \$569 |
| 2013 TNT Rescue ShackleTNT Rescue Shackle | \$363 |
| 2013 TNT S-100-28TNT Rescue Tool Spreader | \$5,491 |
| 2013 TNT TLS-50TNT Rescue Telescoping Ram | \$3,910 |
| 2013 TNT Twim Slmo PumpTNT Rescue "Accelerator" | \$4,506 |
| 2014 John Deere 1445 31hp Dieselmower and deck | \$21,151 |
| 2017 Bobcat E552017 Bobcat Excavator w/Hydraulic breaker | \$69,132 |

| | |
|-------------------------------------|------------------|
| CONTRACTOR'S EQUIPMENT TOTAL | \$894,546 |
|-------------------------------------|------------------|

LWMMI - Auto Physical Damage Application

Municipality: Hartland, Village of

Effective Date: April 1, 2019

Expiration Date: April 1, 2020

Both Comprehensive and Collision coverages will be provided based on the coverage type selected below, either Replacement Cost (RC) or Actual Cash Value (ACV)

Signature for the Municipality - only required for new business

Date

Vehicle Schedule (attach additional schedules if needed and enter the total on the last line)

| Year | Make | Model | Vehicle Type | VIN# | Dept. (optional) No Liab Charge | Zip Code (Garaged at Night) | Parked Inside (i) or Outside (o) | Is Garage Location in a Flood Zone? | Deductible | (1) Original Cost New | Coverage Type (Replacement Cost or Actual Cash Value) |
|------|--------------|----------------|--------------|-----------------------|------------------------------------|-----------------------------|----------------------------------|-------------------------------------|------------|-----------------------|---|
| 1938 | Ford | Pumper | ANTIQU | BB4551112 | | 53029 | I | No | \$500.00 | \$2,415.00 | Stated Value |
| 1998 | Ford | SCIT Truck | PICKUP | 1FDYF80E0 WVA20039 | PD | 53029 | O | No | \$1,000.00 | \$25,000.00 | Replacement Cost |
| 1998 | Spartan | Pumper | FIRE-OTHER | 4S7CT8192 WC028789 | FD | 53029 | I | No | \$1,000.00 | \$178,000.00 | Replacement Cost |
| 2000 | Peterbilt | Ladder Truck | FIRE-OTHER | 2NPNHD8X8 YM533339 | FD | 53029 | I | No | \$1,000.00 | \$310,000.00 | Replacement Cost |
| 2000 | Ford | F450 Dump | DMP-TRUCK | 1FDXF46F6 YEC60008 | DPW | 53029 | I | No | \$1,000.00 | \$31,970.00 | Replacement Cost |
| 2001 | Freightliner | FL80 Dump | DMP-TRUCK | 1FVABXAK8 1HK00736 | DPW | 53029 | I | No | \$1,000.00 | \$40,710.00 | Replacement Cost |
| 2002 | Freightliner | FL80 Dump | DMP-TRUCK | 1FVABXAK3 2HK96275 | DPW | 53029 | I | No | \$1,000.00 | \$68,505.00 | Replacement Cost |
| 2003 | Freightliner | FL80 Dump | DMP-TRUCK | 1FVABXAK9 3HM06506 | DPW | 53029 | I | No | \$1,000.00 | \$87,235.00 | Replacement Cost |
| 2003 | Ford | F250 Pickup | PICKUP | 1FTNF20L73 EC10368 | DPW | 53029 | I | No | \$1,000.00 | \$18,400.00 | Replacement Cost |
| 2005 | Freightliner | M2106 Dump | DMP-TRUCK | 1FVACYDC4 6HV52940 | DPW | 53029 | I | No | \$1,000.00 | \$87,965.00 | Replacement Cost |
| 2007 | Ford | Bucket Truck | DMP-TRUCK | 3FRXF75TX 7V459002 | DPW | 53029 | I | No | \$1,000.00 | \$47,410.00 | Replacement Cost |
| 2007 | Ford | F350 Pickup | PICKUP | 1FTWF3052 8EA65971 | DPW | 53029 | I | No | \$1,000.00 | \$46,908.00 | Replacement Cost |
| 2007 | Freightliner | Dump Truck | DMP-TRUCK | 1FVACYDC4 7HX42531 | DPW | 53029 | I | No | \$1,000.00 | \$83,677.00 | Replacement Cost |
| 2008 | Ford | Road Rescue | RESCUE | 1FDXF46R3 8EB87044 | FD | 53029 | I | No | \$1,000.00 | \$138,529.00 | Replacement Cost |
| 2008 | Ford | F350 Pickup | FIRE-OTHER | 1FTWF3152 8EA79285 | FD | 53029 | I | No | \$1,000.00 | \$34,098.00 | Replacement Cost |
| 2009 | Spartan | Pumper | FIRE-OTHER | 4S7AU2B99 9C01014 | FD | 53029 | I | No | \$1,000.00 | \$326,507.00 | Replacement Cost |
| 2009 | Peterbilt | Dump Truck | DMP-TRUCK | 2NPRJN8X4 AM793285 | DPW | 53029 | I | No | \$1,000.00 | \$117,462.00 | Replacement Cost |
| 2009 | Ford | Escape | POLICE | 1FMCU5930 9KA17910 | FD | 53029 | O | No | \$1,000.00 | \$30,055.00 | Replacement Cost |
| 2009 | Ford | F150 | PICKUP | 1FTRF12W7 9KA97079 | DPW | 53029 | I | No | \$1,000.00 | \$15,581.00 | Replacement Cost |
| 2011 | Ford | Ranger | PICKUP | 1FTKR1AE9 BPA03052 | DPW | 53029 | I | No | \$1,000.00 | \$17,378.00 | Replacement Cost |
| 2011 | Chevrolet | Impala | FIRE-OTHER | 2G1WD5EM XB1210483 | FIRE | 53029 | I | No | \$1,000.00 | \$19,607.00 | Replacement Cost |
| 2011 | Ford | F350 Truck | PICKUP | 1FD8X3ET7 | WATER | 53029 | I | No | \$1,000.00 | \$50,000.00 | Replacement Cost |
| 2012 | Mack | GU812 | DMP-TRUCK | 1M2AX30C7 DM001443 | DPW | 53029 | I | No | \$1,000.00 | \$160,806.00 | Replacement Cost |
| 2013 | Ford | F-150 Truck | PICKUP | 1FTNF1CF8 DKE30119 | DPW | 53029 | I | No | \$1,000.00 | \$17,425.00 | Replacement Cost |
| 2013 | Ford | F-450 Lifeline | RESCUE | 1FDUF4HT1 DEA57382 | FD | 53029 | I | No | \$1,000.00 | \$175,620.00 | Replacement Cost |
| 2013 | Mack | GU712 | DMP-TRUCK | 1M2AX28C5 EM001831 | DPW | 53029 | I | No | \$1,000.00 | \$166,000.00 | Replacement Cost |
| 2013 | Ford | Explorer | POLICE | 1FM5K8AR2 DGB90498 | PD | 53029 | I | No | \$1,000.00 | \$25,798.00 | Replacement Cost |
| 2013 | Ford | F-350 Truck | PICKUP | 1FDRF3E68 DEA57040 | WATER | 53029 | O | No | \$1,000.00 | \$50,000.00 | Replacement Cost |
| 2013 | Ford | Escape | PICKUP | 1FMCU9G91 DUC72674 | ADM | 53029 | O | No | \$1,000.00 | \$25,025.00 | Replacement Cost |
| 2014 | Chevrolet | Silverado | POLICE | 1GCVKPEC 6EZ269926 | PD | 53029 | O | No | \$1,000.00 | \$28,575.00 | Replacement Cost |

Total from additional schedules (if needed): \$2,130,240.00

Policy Totals: \$4,556,901.00

(1) Original Cost New (OCN) is the retail cost the original purchaser paid for the vehicle. This includes the value before any credit for a trade-in.

LWMMI - Auto Physical Damage Vehicle Schedule Continued

| Year | Make | Model | Vehicle Type | VIN# | Dept. (optional) | Zip Code (Garaged at Night) | Parked Inside (i) or Outside (o) | Is Garage Location in a Flood Zone? | Deductible | (1) Original Cost New | Coverage Type (Replacement Cost or Actual Cash Value) |
|------------------------------|------------|-----------------|----------------|-----------------------|---------------------|-----------------------------------|--|--|------------|--------------------------|---|
| 2014 | Ford | Escape | PICKUP | 1FMCU9G98 EUC46168 | DPW | 53029 | O | No | \$1,000.00 | \$24,498.00 | Replacement Cost |
| 2015 | Chevrolet | Impala | PASSENGE R | 2G1WD5E3 1F1155712 | | 53029 | O | No | \$1,000.00 | \$20,570.00 | Replacement Cost |
| 2015 | Chevrolet | Impala | PASSENGE R | 2G1WD5E3 4F1154411 | | 53029 | I | No | \$1,000.00 | \$20,570.00 | Replacement Cost |
| 2016 | Ford | Explorer | POLICE | 1FM5K8AR5 GGC15091 | PD | 53029 | O | No | \$1,000.00 | \$28,324.00 | Replacement Cost |
| 2016 | Ford | Explorer | POLICE | 1FM5K8AR0 GGB97602 | PD | 53029 | O | No | \$1,000.00 | \$28,324.00 | Replacement Cost |
| 2016 | Vactor | 2100 Plus | DMP- TRUCK | 1FVHG3CY6 GHW9359 | DPW | 53029 | I | No | \$1,000.00 | \$394,673.00 | Replacement Cost |
| 2016 | Ford | F150 | PICKUP | 1FTMF1CF7 GKD66185 | DPW | 53029 | O | No | \$1,000.00 | \$29,365.00 | Replacement Cost |
| 2016 | Ford | F350 SD | PICKUP | 1FDRF3F80 GEC33713 | DPW | 53029 | O | No | \$1,000.00 | \$29,847.00 | Replacement Cost |
| 2017 | Rosenbauer | Ladder Truck | FIRE- OTHER | 54F3EF717 GWM11602 | FD | 53029 | I | No | \$1,000.00 | \$1,022,046.00 | Replacement Cost |
| 2017 | Ford | Explorer | POLICE | 1FM5K8AR4 HGB83204 | PD | 53029 | I | No | \$1,000.00 | \$33,500.00 | Replacement Cost |
| 2017 | Ford | F350 | PICKUP | 1FTRF3A69 HEC69252 | DPW | 53029 | O | No | \$1,000.00 | \$30,536.00 | Replacement Cost |
| 2017 | Ford | F550 | PICKUP | 1FDUF5HT4 HEC69253 | DPW | 53029 | O | No | \$1,000.00 | \$81,171.00 | Replacement Cost |
| 2017 | Ford | Explorer | POLICE | 1FM5K8AR2 HGB83203 | PD | 53029 | I | No | \$1,000.00 | \$33,500.00 | Replacement Cost |
| 2018 | Ford | F350 | PICKUP | 1FTRF3A6X JEC83411 | DPW | 53029 | O | No | \$1,000.00 | \$32,553.00 | Replacement Cost |
| 2018 | Ford | Explorer | POLICE | 1FM5K8AR5 JGB12745 | PD | 53029 | I | No | \$1,000.00 | \$36,910.00 | Replacement Cost |
| 2018 | Ford | Explorer | POLICE | 1FM5K8AR5 JGB12746 | PD | 53029 | I | No | \$1,000.00 | \$36,910.00 | Replacement Cost |
| 2018 | Ford | Rescue | FIRE- OTHER | 1FDUF5HT9 JDA00337 | FD | 53029 | O | No | \$1,000.00 | \$246,943.00 | Replacement Cost |
| Totals for this page: | | | | | | | | | | <u>\$2,130,240.00</u> | |

MEMO

TO: David E. Cox/Village Administrator

FROM: Michael D. Gerszewski/Operation Supervisor

DATE: March 19, 2019

SUBJECT: Authorization to enter into a contract for playground chip replacement

With the approval of the 2019 Village budget, \$39,000 was allocated to replace playground chips and weed barrier at Nixon Park. The chips degrade over time and this promote weed/grass growth. The impact resistance is also reduced due to the chip degradation.

The Current contract is for removal of the old chips and install new chips at Nixon Park. The chips that are being installed are hardwood chip of a specific size and shape. Twelve inches of chips will be put back in. This depth will give protection for a ten foot fall minimum.

The company that will perform the work is Natural Solutions from Menomonee Falls. Their cost to do the work is \$19,825 and the work will be completed before Memorial Day 2019. Their proposal references areas 1-6. The six areas are the different pieces of playground equipment at the park.

In the near future, staff will seek pricing to undertake this work at a second park this season. It is expected that the focus will Castle Park.

Please place the Nixon park contract on the March 25, 2019 Village Board agenda for consideration and possible action.

cc: Darlene Igl/Village Clerk
David Felkner/Utility Foreman
Jacob Schlafer/ Seasonal Park Forman



natural solutions

PO Box 712 Menomonee Falls, WI 53052 • www.mulchinstalled.com

Installation Proposal

Prepared by: Garret Senn
garret@mulchinstalled.com

(262)622-5120

February 21, 2019



Prepared For: Michael Gerszewski
Company: Village of Hartland
Contact Name: Michael Gerszewski
Contact Phone: 262-367-4750
Contact Email: mikeg@villageofhartland.com

EWF (Engineered Wood Fiber) Surface Removal and Installation

Product: EWF (Engineered Wood Fiber) Playground Surface

Estimated Project Start Date:

TBD

Project Site Location:

Nixon Park (Playground Areas 1-6)

175 E Park Ave

Hartland, WI 53029

Estimated Project Timeline:

2 Days



natural solutions

PO Box 712 Menomonee Falls, WI 53052 • www.mulchinstalled.com

Cost:

- **EWF Removal (Machines):** \$125.00/HR: 2 Machines DISCOUNTED: \$1,500.00
- **EWF Removal (Labor):** \$575.00
- **Contracted Hauling and Disposal:** 5 Quad Axels: AT COST: \$2,500.00
- **EWF Installation (Blower Truck):** PLAYGROUND AREA: 9,800 SF (Playground Areas 1-6)
(12 IN - 360 CY): \$13,500.00
- **Fabric Installation (Material):** 1,088 SY (Square Yards) \$1,100.00
- **Fabric Installation (Labor):** \$650.00

- **TOTAL COST: \$19,825.00**

Pneumatic Blower Contract

This contract for "Pneumatic Blower Services" is made effective on ____/____/2019 by and between Village of Hartland, and Natural Solutions LLC of W140 N5735 Lilly Rd., Menomonee Falls, WI 53052.

Description of Services:

Natural Solutions LLC will provide installation services of agreed upon material with the use of commercial pneumatic blower trucks at the site(s) listed in this Contract.

Scope of Work:

Natural Solutions LLC will provide all supervision, labor, material, equipment, service, operations and expertise required to satisfy a complete installation of agreed upon Services.

Work Site(s):

Village of Hartland hereby authorizes Natural Solutions LLC to commence and complete the installation of the agreed upon material on the Work Site(s) as required and specified in this Contract and any attachments incorporated herein.

Permits

Natural Solutions LLC shall apply and obtain such permits and regulatory approvals as may be required by the local municipality or county government, the cost thereof shall be included as part of the Payment to Natural Solutions LLC under this Contract unless otherwise noted and agreed upon by both parties.



natural solutions

PO Box 712 Menomonee Falls, WI 53052 • www.mulchinstalled.com

Insurance

Natural Solutions LLC shall maintain General Liability and Workers Compensation Insurance and will provide Certificate of Insurance upon request.

Payment

Payment shall be made to Natural Solutions LLC and sent to PO Box 712 Menomonee Falls, WI 53052. Village of Hartland agrees to pay the total amount documented in this Contract under Net 30 Terms. If any invoice is not paid when due, an interest charge of 1.5% will be applied to outstanding balances for each additional month the invoice remains unpaid. In addition to any other right or remedy provided by law, if Village of Hartland fails to pay for the Services performed when due, Natural Solutions LLC has the option to treat such failure to pay as a materia breach of this Contract, and may cancel this Contract or seek legal remedy for Services performed.

Authorization

Client Name

Representative Name

Representative Title

Representative Signature

____/____/2019
Date

Contractor

Natural Solutions LLC

Representative Name

Representative Title

Representative Signature

____/____/2019
Date

HARTLAND FIRE
DEPARTMENT

Memo

To: Village Board
From: Chief Dean
cc: Administrator Cox
Date: February 25, 2019
Re: Department vehicles

The Fire Department is looking to take advantage of two surplus vehicles to augment our response and replace one of our older vehicles.

First, the Department would like a pick-up truck from the DPW to be converted into a quick attack FIRE vehicle. (Photo attached of the way it is projected to look) The truck would have a water tank added with a high pressure pump and a Jaws of Life cutter/spreader to be used by the on-duty officer (This equipment would be donated by the Hartland Firefighters Association). This vehicle would offer a unique opportunity for a direct response to an emergency incident, home fire, car fire, room and contents fire, car accident, etc. This is a new innovative concept being introduced by the Hartland Fire Department. This vehicle would increase the fleet by one.

The second vehicle is an Impala from the Police Department. This vehicle would be used for the EMS response vehicle, and would be replacing an older hand-me-down cruiser from the Police Department that we acquired several years ago and has reached the end of life for our purposes. Merton has shown interest in the vehicle or it will be sold at auction with any proceeds returning to the Village.

We are very fortunate to have this opportunity in sharing Village equipment and avoiding the cost of a new purchase, while offering faster response times with critical tools and equipment.

I hope the Board will agree to reassign these vehicles to the Fire Department.

Thank you for this opportunity to better serve our citizens.

Design is billed on a per hour basis at a rate of \$75.00 per hour even if a final design decision is not reached.
Design time will be billed to the person who placed the order after 30 days of non-action.

PLEASE WASH ALL VEHICLES PRIOR TO DROPPING OFF FOR GRAPHICS INSTALLATIONS! Additional charges will apply for vehicles that show up on day of installation dirty.



NOTICE

Jobs approved through email are considered correct and accurate. Any mistakes on jobs approved through email become the responsibility of the customer, if a job has to be re-printed due to errors missed in proofing; the cost of re-printing is the responsibility of the customer. Please check all spelling, punctuation, phone numbers, websites, colors and sizes. Every computer monitor is different; colors represented in proofs may print slightly different on the final product. If you have any questions ask before you approve your job and it goes to print.

MEMORANDUM

TO: Village Board

FROM: Ryan Bailey, Finance Director

DATE: March 18, 2019

SUBJECT: Sponsorship of Hartland Chamber KUDOS awards event

Annually, the Hartland Chamber of Commerce presents The Kudos Awards Banquet recognizing business, individuals or volunteer groups that have contributed to the success of the Hartland Chamber of Commerce over the past year. This event not only helps promote the Hartland Chamber of Commerce, but it also helps promote these businesses and individuals as well as the Village of Hartland in general.

Typically, the Village of Hartland purchases 1-2 tables of guests for this event. This is usually Village Board members, Village personnel and any Kudos Award nominees who are Village Employees. This year the Village of Hartland has Dave Felkner, on behalf of the Public Works Department, as a nominee for the helping hands award. Mr. Felkner and the DPW are credited with helping improve the Holiday Train and other Chamber events.

In years past, beyond purchasing a table or two, the Village has also been a sponsor. The last sponsorship was done at the Silver Sponsorship on the attached sheet. We have used the chamber facebook page link and recognition in the newsletter to highlight our recreation program in an attempt to draw more interest to the recreation program.

Staff recommends discussing the levels of sponsorship for this event and determine if the Village Board feels a sponsorship of any level is worthy. The Hartland Chamber of Commerce does sponsor the Village's Hometown Celebration with a \$250 donation and pays all applicable permit fees for their Street Dance Event. Should the Village Board desire a sponsorship for the Kudos Award Banquet we would add this onto our table or two that we purchase for the banquet.

THE KUDOS AWARDS



“Workin’



9 to 5

April 11, 2019

Sponsorship and Donation Opportunities

All Sponsors and Donors recognized in Chamber e-campaigns and the event program, and will be entered in drawing for Chamber Gift Certificate. Unless SOLD OUT or otherwise specified, multiple sponsorships are available per category.

Platinum - \$2,500 Exclusive!!

- Opportunity to announce the Business of the Year winners
- Write-up in program
- 1 year member spotlight logo/link on Chamber site
- Featured “Like” and logo link on Chamber Facebook
- Post on Chamber Instagram
- Sponsor link on Chamber e-campaign
- Opportunity for 3 minute address during event
- Display table at event for increased visibility
- 8 complimentary dinner/drink tickets to event
- 8 complimentary Chamber workshop passes
- 2 reserved parking places at venue

Gold - \$1,000

All benefits associated w/Silver plus:

- Name w/link on Chamber website
- 4 complimentary tickets to event
- 2 additional Chamber workshop passes
- 1 reserved parking place at venue

Silver - \$500

All benefits associated w/Bronze plus:

- Recognition on Chamber Facebook page with link
- Recognition in Chamber newsletter
- 1 additional Chamber workshop pass

Bronze - \$300

- Name on Chamber website
- Recognition on event signage
- 1 Chamber workshop pass

Member Gift Sponsor - \$400 *Thank You Best Edge Marketing! SOLD OUT*

- Name on Chamber website
- Name recognition at every guest place setting

Signature Drink Sponsor - \$300

- Name on Chamber website
- Name on all Drink Tickets

Program Sponsor - \$250

- Name on all programs at event

Libations Sponsor - \$200 *Thank you Dave Droegkamp Heating & Cooling!*

- Name on signage at event

Nominee Video Sponsor - \$150

- Recognition on video, posted to website/YouTube

Designated Driver Sponsor- \$150

- Name Placard on display

Centerpiece Sponsor - \$100 *Thank you First Bank Financial Centre!!*

- Recognition on centerpieces

Entertainment Sponsor - \$50 *Thank You David Hall!!*

- Recognition on signage at DJ stand

Awards Sponsor *Thank You Competitor Awards & Engraving!! SOLD OUT*

Silent Auction Donation

Donate items for standalone raffle basket or to be included with other donations to prep a basket. Recognition at event.

Live Auction Donation

Donate item(s) with value >\$500 for live auction. Special recognition before and at event based on donation.

Cash Donation *Thank You Donna Dorau!!*

Funds used to purchase raffle/auction item with recognition given to your business (may be combined with other donations).

Libations Donation – Donate wine or liquor for raffle. Recognition at event.

SEE BACK FOR REGISTRATION

Organization: _____ Contact: _____

Address: _____ City/Zip: _____

Phone: _____ Email: _____

We wish to sponsor/donate the following: _____

- Payment/CC Info Enclosed
- Invoice Business

Mail to: Hartland Chamber of Commerce
300 Cottonwood Avenue, Ste 12 Hartland WI 53029
Phone: 262-367-7059
Email to: chamberdirector@hartland-wi.org

| |
|--|
| Credit Card Payment <input type="checkbox"/> MC <input type="checkbox"/> Visa <input type="checkbox"/> Discover |
| Total: \$ _____ |
| Card Number: _____ |
| Expiration: _____ CV2 code: _____ |
| Name on Card: _____ |
| Billing Address: _____ |
| Signature: _____ |