

**VILLAGE BOARD AGENDA**  
**MONDAY, FEBRUARY 24, 2020**  
**6:30 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Call to Order

Roll Call

Pledge of Allegiance – Trustee 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. Consideration of a motion to approve Village Board minutes of February 10, 2020.
2. Consideration of a motion to approve vouchers for payment.

Items referred from the February 17, 2020 Plan Commission meeting

3. Discussion and consideration of a motion to approve a Conditional Use Permit for Mander Collision, 705 Cardinal Lane, for the operation of an automotive insurance repair business.

Others items for consideration

4. Discussion and consideration of an Intermunicipal Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin.
5. Presentation of Hartland Police Department 2019 Annual Report.
6. Discussion and consideration of a motion to approve Contractor's Application for Payment No. 3 for the Crystal Drive Lift Station Modifications in the amount of \$11,125.
7. Discussion and consideration of a motion to approve an Employee Leasing Agreement with GovTemps related to filling the Interim Director of Public Works position.
8. 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.
9. Possible motion to enter into closed session pursuant to Wis. Stat. §19.85 (1)(f) and (g), for the purpose of conferring with legal counsel regarding a specific personnel problem and possible investigation involving an employee.

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10. Reconvene in open session to discuss, consider and take possible action, if necessary, with respect to any matter taken up in the closed session.
11. Adjournment.

Tim Rhode, 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.

**VILLAGE BOARD MINUTES**  
**MONDAY, FEBRUARY 10, 2020**  
**6:30 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Call to Order

Roll Call

Pledge of Allegiance

Present: Trustees Dorau, Meyers, Wallschlager, Ludtke, Connor, President Pfannerstill

Excused: Trustee Anson

Others Present: Administrator Rhode, Finance Director Bailey, Clerk Igl, Operations Supervisor Gerszewski, Fire Chief Dean, Utility Operations Supervisor Felkner, Rick Reinders and Chip Carlson (Watertronics)

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

1. Motion (Meyers/Wallschlager) to approve Village Board minutes of January 27, 2020. Carried (6-0).
2. Motion (Wallschlager/Dorau) to approve vouchers for payment in the amount of \$7,158,405.43. Carried (5-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits
  - a. Motion (Dorau/Ludtke) to approve applications for Operator's (Bartender) Licenses with a term ending June 30, 2020.
4. Discussion and consideration of a motion to adopt Resolution 02-10-2020 "A Resolution Approving a TEFRA Hearing in Madison, Wisconsin and Authorizing Approval of the Issuance by the Public Finance Authority of \$7,500,000 of Revenue Bonds (Watertronics Project), Series 2020".

Rick Reinders and Chip Carlson of Watertronics stated that the company has been in the Village since 1991. They stated that the company is growing as they are purchasing additional properties and making improvements. It was stated that these are not bonds that the Village is taking out or baking in any way. Seeking the Village's approval is a part of their legal process in securing approval with Johnson Bank for bonds funded through a federal program which can only be issued with the Village's consent.

Trustee Wallschlager asked why this item had to come to the Village Board. Administrator Rhode stated that it requires Village Board approval as 1) the business is located here and the

local government is required to approve and 2) the local community is provided an opportunity to comment through the process at a public hearing to be sure the business is in good standing.

Motion (Meyers/Ludtke) to adopt Resolution 02-10-2020 "A Resolution Approving a TEFRA Hearing in Madison, Wisconsin and Authorizing Approval of the Issuance by the Public Finance Authority of \$7,500,000 of Revenue Bonds (Watertronics Project), Series 2020". Carried (6-0).

5. Consideration of a motion to award the Sunnyslope Drive Utility Improvements contract to Musson Bros., Inc. in the amount of \$1,747,447.42.

Utility Operations Supervisor Felkner stated that bids had been received for this project on January 30. The project will include relaying sanitary sewer and upsizing for future growth on the northeast side of the Village. He stated that most of the work will be done between Rae Drive and Sunnyslope with some on Merton Ave. He stated that the water main will be reconstructed, miscellaneous storm water repairs will be made and the project area will be totally repaved. The project is slated to begin in end of March – beginning of April and should be complete by September.

Felkner stated that he has made contact with some of the larger property owners and is in the process of making contact with apartment complexes and the Merton Ave. businesses. Detour information will be placed on the website and sent to property owners as Merton Ave. will be closed for about a week. Staff recommended award of the bid to Musson Bros. contingent upon receiving permits from Waukesha County (right of way) and permits from WI Department of Natural Resources (water and storm). It was stated that it will go from an 8 inch sanitary line to a 12 inch sanitary line.

Trustee Connor inquired whether staff had checked on the quality of work done by the contractor. Felkner stated that the contractor had done work in the Village previously and did excellent work.

Motion (Conner/Meyers) to award the Sunnyslope Drive Utility Improvements contract to Musson Bros., Inc. in the amount of \$1,747,447.42 with the contingencies recommended by staff. Carried (6-0).

6. Consideration of a motion to approve a design contract with Building Service Inc. related to updates to the Village Board room and front counter of Administration.

Motion (Dorau/Ludtke) to approve a design contract with Building Service Inc. related to updates to the Village Board room and front counter of Administration in the amount of \$2,200. Carried (6-0).

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

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Trustee Meyers commended the DPW staff for doing an outstanding job clearing roads of snow and ice from the last storm. Chief Dean also thanked the DPW and PD for making sure that there was access over the weekend.

Chief Dean announced that the Sons of the American Legion will be holding an event next weekend to benefit homeless veterans which includes camping out in the American Legion parking lot.

Mike Gerszewski stated that the Hartland Spark had participated in the state competition, won an award and came in fourth place.

8. Adjournment.

Motion (Dorau/Wallschlager) to adjourn at 6:49 p.m.

Respectfully submitted,

Darlene Igl  
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: February 18, 2020

RE: Voucher List

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Attached is the voucher list for the February 24, 2020 Village Board meeting.

February 24, 2020 Checks: \$330,080.31

Total amount to be approved: \$330,080.31

**VILLAGE OF HARTLAND**  
**VOUCHER LIST - FEBRUARY 24, 2020**

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-12110 PROPERTY TAX REFUNDS	DOESCHER, ERIC & ELIZABETH	0727279	\$410.00
G 804-21520 RETIREMENT DEDUCTIONS PAYABLE	EDWARD JONES	GARDNER IRA	\$199.32
G 101-12110 PROPERTY TAX REFUNDS	FRANCOTYP-POSTALIA INC	REFUND	\$26.67
G 204-34187 FWW LIFT STATION REPLACEMENT	GRAINGER	GEAR BOX	\$144.35
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	FEB DUES	\$439.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	LIMON	\$312.60
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	NUSBERGER/BD601229-6	\$312.60
G 403-31738 SJOBERG	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$314.34
G 403-31862 GLEN AT OVERLOOK TRAILS	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$1,182.50
G 403-31862 GLEN AT OVERLOOK TRAILS	RUEKERT & MIELKE	JAN EROSION CONTROL	\$332.93
G 403-31753 ST CHARLES EXPANSION	RUEKERT & MIELKE	SITE PLAN REVIEW	\$4,455.55
G 204-34187 FWW LIFT STATION REPLACEMENT	WE ENERGIES	JAN-FEB FWW LIFT STATION	\$98.35
EXPENSE Descr			<u>\$8,228.21</u>
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL	\$310.47
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$806.84
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY SERVICES MARKETING	SUBSCRIPTION/TELEPHONE	\$10.00
E 101-52300-360 VEHICLE MAINT/EXPENSE	HARTLAND QUIK LUBE	FULL SERVICE/FILTER/OIL	\$145.45
E 101-52300-360 VEHICLE MAINT/EXPENSE	JEFFERSON FIRE & SAFETY INC	LIFE LINE ROTARY TRIGGER	\$51.33
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	STORAGECRAFT RENEWAL	\$219.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/PHYSICAL GIBBS	\$266.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/PHYSICAL SCHMID	\$202.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH PHARMACY OCON	EMS SUPPLIES	\$119.34
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$5.20
EXPENSE Descr AMBULANCE			<u>\$2,135.63</u>
EXPENSE Descr CABLE TELEVISION			
E 101-55370-300 OPERATING SUPPLIES/EXPENSES	FULL COMPASS SYSTEMS LTD	CAMERA	\$2,097.00
E 101-55370-300 OPERATING SUPPLIES/EXPENSES	FULL COMPASS SYSTEMS LTD	HEADPHONES	\$90.00
EXPENSE Descr CABLE TELEVISION			<u>\$2,187.00</u>
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-840 PUBLIC WORKS EXPENSE	L.F. GEORGE, INC.	CHIPPER	\$78,000.00
E 402-59900-840 PUBLIC WORKS EXPENSE	MID-STATE EQUIPMENT	TRACTOR BROOM	\$4,820.00
EXPENSE Descr CORPORATE RESERVE EXPENSES			<u>\$82,820.00</u>
EXPENSE Descr COVENTRY TOWER DRIVEWAY			
E 401-79270-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	COVENTRY TOWER DRIVEWAY DESIGN/CONSTRUCTIO	\$1,354.34

Account Descr	Search Name	Comments	Amount
EXPENSE Descr COVENTRY TOWER DRIVEWAY			\$1,354.34
EXPENSE Descr DEBT SERVICE			
E 301-58000-305 EXPENSES-OTHER	BOND TRUST SERVICES CORP	REF54912-PA	\$400.00
E 301-58000-305 EXPENSES-OTHER	BOND TRUST SERVICES CORP	REF54913-PA	\$400.00
EXPENSE Descr DEBT SERVICE			\$800.00
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-140 RETIREMENT BENEFITS	EDWARD JONES	GARDNER IRA	\$64.98
E 804-56700-719 EVENTS	LAKE COUNTRY FAMILY FUN LLC	HARTLAND KIDS DAY MEDIA SPONSOR	\$250.00
E 804-56700-715 STREETScape PROGRAM	PATIO PETALS	REMOVAL OF HOLIDAY DECORATIONS	\$450.00
EXPENSE Descr ECONOMIC DEVELOPMENT			\$764.98
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 101-53635-460 LANDSCAPE MANAGEMENT	BIEBELS TRUE VALUE	CHAPS	\$99.87
E 101-53635-460 LANDSCAPE MANAGEMENT	BIEBELS TRUE VALUE	CREDIT	-\$99.87
E 101-53635-460 LANDSCAPE MANAGEMENT	E.H. WOLF	OIL	\$864.75
EXPENSE Descr ENVIRONMENTAL SERVICES			\$864.75
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$178.10
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$281.76
EXPENSE Descr FINANCIAL ADMINISTRATION			\$459.86
EXPENSE Descr FIRE PROTECTION			
E 101-52200-360 VEHICLE MAINT/EXPENSE	AIR ONE EQUIPMENT INC	WASH AND WASH SHIELD SOLUTION	\$187.00
E 101-52200-800 CAPITAL OUTLAY	AIR ONE EQUIPMENT INC	FIRE HOSE	\$2,342.75
E 101-52200-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	CAR POLISH	\$16.18
E 101-52200-800 CAPITAL OUTLAY	FLEMINGS FIRE 1, INC.	HOSES	\$5,218.35
E 101-52200-255 BLDGS/GROUNDS	OFFICE FURNITURE WAREHOUSE	OFFICE FURNITURE	\$2,209.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$42.99
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$296.83
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PIONEER SUPPLY LLC	HAND STRETCH WRAP	\$74.00
E 101-52200-255 BLDGS/GROUNDS	SUPERIOR CHEMICAL CORP	JANITORIAL SUPPLIES	\$110.13
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WI STATE FIRE CHIEFS ASSOC	2020 DUES DEAN/JAMBRETZ	\$190.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	DEC-JAN COPIER	\$42.72
EXPENSE Descr FIRE PROTECTION			\$10,729.95
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-395 COMMUNITY RELATIONS	CIVIC PLUS	WEBSITE ANNUAL HOSTING/LIBRARY/SSL CERTIFICATE	\$5,615.41
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FEB ADMN SERVICES	\$172.09
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	FOX BROS PIGGLY WIGGLY	CASES OF WATER	\$40.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	MILWAUKEE JOURNAL SENTINEL	SUBSCRIPTION	\$181.45

Account Descr	Search Name	Comments	Amount
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$33.62
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$237.46
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$240.00
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$2,262.20
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$2,790.55
EXPENSE Descr GENERAL ADMINISTRATION			\$11,572.78
EXPENSE Descr IMPACT FEE EXPENSES			
E 206-59000-960 USE OF PARK IMPACT FEES	REINDERS INC	GROOMER/SAND PRO/BLADE	\$19,624.32
EXPENSE Descr IMPACT FEE EXPENSES			\$19,624.32
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$59.37
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	JAN PERMITS	\$11,343.64
EXPENSE Descr INSPECTION			\$11,403.01
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-360 VEHICLE MAINT/EXPENSE	10-33 VEHICLE SERVICES	REINSTALLING KEY LOCK SQ #4	\$41.25
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	SHOP TOWELS	\$23.74
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #5 OIL CHANGE	\$62.22
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #8 OIL CHANGE	\$40.82
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	ENGINE INSPECTION SQ #4	\$122.50
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #3 TIRE CHANGE	\$22.05
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	INTERSTATE BATTERIES	BATTERY FOR SPEED SIGN	\$289.95
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	JAN USER FEE	\$144.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$3.99
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$360.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$949.85
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL BLOOD DRAW/CARTER	\$35.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL BLOOD DRAW/mielke	\$35.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	JAN-APR COPIER	\$146.10
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	SIRCHIE FINGER PRINT LAB	DUQUENOIS LEVINE TEST	\$27.40
EXPENSE Descr LAW ENFORCEMENT			\$2,303.87
EXPENSE Descr LIBRARY			
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	CIVIC PLUS	WEBSITE ANNUAL HOSTING/LIBRARY/SSL CERTIFICATE	\$997.30
E 101-55110-255 BLDGS/GROUNDS	HAHN ACE HARDWARE	FAUCET	\$80.99
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	BOOK COVERS	\$100.51
E 101-55110-255 BLDGS/GROUNDS	LANGER ROOFING & SHEET METAL	REPAIR LEAKS	\$367.00
E 101-55110-355 JANITORIAL SUPPLIES	OLSEN SAFETY EQUIPMENT CORP	GLOVES	\$64.15
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$296.80
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	MOVIES	\$23.25
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	MOVIES	\$67.50

Account Descr	Search Name	Comments	Amount
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	MOVIES	\$33.75
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	AUDIOBOOKS	\$209.80
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	AUDIOBOOKS	\$99.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	JAN ADDL IMAGES	\$90.74
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	JAN-FEB GAS SERVICE	\$531.47
E 101-55110-255 BLDGS/GROUNDS	WIL-KIL	COMMERCIAL CONTRACT	\$50.00
EXPENSE Descr LIBRARY			\$3,012.26
EXPENSE Descr MISC STORM SEWER REPAIR			
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC STORM SEWER REPAIR	\$997.25
EXPENSE Descr MISC STORM SEWER REPAIR			\$997.25
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$157.54
E 101-51600-255 BLDGS/GROUNDS	BATTERIES PLUS	RECYCLING BULBS HALL	\$23.04
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	GUETZKE & ASSOCIATES, INC.	SECURITY SYSTEM PROGRAMMING	\$210.00
E 101-51600-255 BLDGS/GROUNDS	HAHN ACE HARDWARE	FILTERS	\$35.93
E 101-51600-355 JANITORIAL SUPPLIES	OLSEN SAFETY EQUIPMENT CORP	GLOVES	\$64.15
E 101-51600-255 BLDGS/GROUNDS	OTIS ELEVATOR CO	EMERGENCY LIGHT BOARD	\$1,198.00
EXPENSE Descr MUNICIPAL BUILDING			\$1,688.66
EXPENSE Descr NIXON DREDGING & RESTORATION			
E 401-74035-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DREDGING DESIGN	\$540.25
E 401-74035-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	IMPLEMENTATION/PERMITTING	\$703.25
EXPENSE Descr NIXON DREDGING & RESTORATION			\$1,243.50
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	BEACON ATHLETICS	BATTERS BOX MAT	\$786.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	EXECU PRINT	DANGER THIN ICE STICKERS	\$45.00
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FLEMINGS FIRE 1, INC.	FIRE EXTINGUISHER INSPECTION/BARK RIVER	\$40.45
E 101-55200-800 CAPITAL OUTLAY	MENARDS- PEWAUKEE	LUMBER	\$594.96
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	REINDERS INC	FOUNTAIN REPAIR	\$1,472.31
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	JAN-FEB CENTENNIAL	\$18.76
EXPENSE Descr PARKS			\$2,957.48
EXPENSE Descr PUBLIC WORKS			
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	FILTERS	\$23.38
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	CLEANING SUPPLIES	\$21.55
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	PLIERS	\$10.77
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	SAW	\$7.80
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	KEYLESS LAMPHOLDER	\$2.67
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	TOIL LEVER	\$4.20
E 101-53000-360 VEHICLE MAINT/EXPENSE	BOBCAT PLUS INC	MINI X BUCKET TEETH/PINS	\$73.12

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	GREASE	\$37.90
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	GREASE	\$75.80
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	CENTRAL 1 SECURITY	CAMERAS/SHOP	\$1,656.66
E 101-53000-240 CONTRACTED SNOW & ICE CONTROL	CONCRETE & BRICK SPECIALISTS	JAN SNOWPLOWING	\$2,061.25
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$1,208.67
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$251.17
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$99.20
E 101-53000-360 VEHICLE MAINT/EXPENSE	KAESTNER AUTO ELECTRIC CO	LIGHTS	\$270.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	CREDIT	-\$366.43
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	BOLTS/PINS	\$649.80
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	BELT	\$190.40
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	BEAR TEX FINISHING	\$66.80
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	MOTION SENSOR	\$113.14
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	FILTERS/FUSE/BULB/HEAD LIGHT	\$432.84
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	OKAUCHEE REDI-MIX INC	CONCRETE/CARTAGE	\$402.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$50.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$415.56
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TIRES FOR #19	\$1,565.92
E 101-53000-360 VEHICLE MAINT/EXPENSE	PRICE ENGINEERING	HOSES	\$131.77
E 101-53000-420 STORM SEWER	RUEKERT & MIELKE	MS4 COMPLIANCE	\$919.20
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	JAN DPW SERVICES	\$253.50
E 101-53000-225 STREET LIGHTING	WE ENERGIES	JAN-FEB FWW STREET LIGHTING	\$124.00
E 101-53000-225 STREET LIGHTING	WE ENERGIES	DEC-JAN ST LIGHTING	\$8,569.90
E 101-53000-225 STREET LIGHTING	WE ENERGIES	JAN-FEB RIVERWALK	\$16.62
EXPENSE Descr PUBLIC WORKS			<u>\$19,339.16</u>
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUSOLD, CAROL	JAN NIA PUNCH CARDS	\$320.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	DRIBBLE DRIBBLE 101 & 201	\$1,404.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	LAKE COUNTRY FAMILY FUN LLC	HARTLAND KIDS DAY BOOTH	\$125.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	NELSON, JOANNE	WRITING THE SECOND HALF OF LIFE	\$144.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$300.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$59.37
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	TTSCHER, SHERRY	REIMBURSE PROGRAM SUPPLIES	\$123.74
EXPENSE Descr RECREATION PROGRAMS/EVENTS			<u>\$2,476.11</u>
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL SERVICES	JAN SERVICES	\$33,165.66
EXPENSE Descr REFUSE & GARBAGE COLLECTION			<u>\$33,165.66</u>
EXPENSE Descr SENOR TOMAS MUNC LOT			
E 401-79265-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SENOR TOMAS PARKING DESIGN/CONSTRUCTION	\$1,248.34

Account Descr	Search Name	Comments	Amount
EXPENSE Descr SENOR TOMAS MUNC LOT			\$1,248.34
EXPENSE Descr SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	CENTRAL 1 SECURITY	CAMERAS/SHOP	\$1,656.67
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	FEB FEES	\$71,021.00
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIGGERS HOTLINE INC	1ST PREPAYMENT	\$339.46
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FEB ADMN SERVICES	\$26.47
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$50.00
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$89.05
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	MISC SEWER/REPAIRS	\$1,038.00
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	JAN SEWER DESIGN/SURVEY	\$12,190.25
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	JAN-FEB CRYSTAL LS	\$10.23
EXPENSE Descr SEWER SERVICE			\$86,421.13
EXPENSE Descr STORM SWR CATCH BASIN REPAIR			
E 401-74075-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	STORM SEWER CATCH BASIN	\$472.00
EXPENSE Descr STORM SWR CATCH BASIN REPAIR			\$472.00
EXPENSE Descr SUNNYSLOPE DR (RAE-MERTON)			
E 401-70285-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN	\$1,168.75
EXPENSE Descr SUNNYSLOPE DR (RAE-MERTON)			\$1,168.75
EXPENSE Descr TRUSTEES			
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$415.56
EXPENSE Descr TRUSTEES			\$415.56
EXPENSE Descr WATER UTILITY			
E 620-53700-602 SOURCE OF SUPPLY-SUPPLIES/EXP	BIEBELS TRUE VALUE	SCREW DRIVERS	\$9.57
E 620-53700-623 PUMPING - SUPPLIES/EXPENSES	BUMPER TO BUMPER HARTLAND	OIL FILTERS	\$123.32
E 620-53700-923 OUTSIDE SERVICES	CENTRAL 1 SECURITY	CAMERAS/SHOP	\$1,656.67
E 620-53700-923 OUTSIDE SERVICES	DIGGERS HOTLINE INC	1ST PREPAYMENT	\$339.47
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	FEB ADMIN SERVICES	\$66.19
E 620-53700-651 MAINTENANCE OF MAINS	HALQUIST STONE CO INC	CRUSHED BANK RUN	\$167.03
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	MENARDS- PEWAUKEE	CREDIT	-\$110.43
E 620-53700-674 METERS	MIDWEST METER INC	METERS	\$6,612.00
E 620-53700-930 MISC GENERAL EXPENSES	ONTECH SYSTEMS, INC	BARRACUDA ESSENTIALS	\$89.05
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	ONSITE HOURS	\$50.00
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	VALVE REPLACEMENT	\$847.40
E 620-53700-678 HYDRANTS	RUEKERT & MIELKE	HYDRANT REPLACEMENT	\$354.00
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	JAN WATER MAIN DESIGN/SURVEY	\$4,032.15
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JAN-FEB MICROBOOSTER	\$23.16
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	DEC-JAN #3 PUMPHOUSE	\$1,510.21
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	JAN BRISTLECONE	\$12.68

Account Descr	Search Name	Comments	Amount
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	JAN BRISTLECONE	\$322.28
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE	\$26.00
E 620-53700-923 OUTSIDE SERVICES	WONDERWARE MIDWEST	SOFTWARE SUPPORT RENEWAL/SCADA	\$4,095.00
EXPENSE Descr WATER UTILITY			\$20,225.75
			\$330,080.31



Meeting Date: 2-17-2020  
 Agenda Items: # 3a, 3b, 3c

**PLAN COMMISSION MEETING MEMORANDUM**

**TO:** Jeffrey Pfannerstill, Chairman  
 Joint Architectural Board/ Plan Commission

**FROM:** Tim Rhode, Village Administrator

**MEMO WRITTEN:** February 12, 2020

**SUBJECT:** **Agenda Item # 3a:** Public hearing to take comment on a Conditional Use permit application by Mander Collision located at 705 Cardinal Lane [**Lake Country Industrial Park NW ¼ & SW ¼ Sec 3, 1.1 acre, zoned M-1 Limited Manufacturing and Wholesale Business District**]

**Agenda Item # 3b:** Consideration of Plans and Proposed Conditional Use permit application by Mander Collision located at 705 Cardinal Lane [**Lake Country Industrial Park NW ¼ & SW ¼ Sec 3, 1.1 acre, zoned M-1 Limited Manufacturing and Wholesale Business District**]

**Agenda Item # 3c:** Review and consideration of an application for signage by Mander Collision located at 705 Cardinal Lane [**Lake Country Industrial Park NW ¼ & SW ¼ Sec 3, 1.1 acre, zoned M-1 Limited Manufacturing and Wholesale Business District**]

<b>BASIC INFORMATION</b>	
<b>Project Name</b>	Mander Collision + Glass
<b>Applicant Name</b>	Mander Collision + Glass
<b>Consulting Planner and/or Engineer</b>	N/A
<b>Existing Zoning</b>	M-1 Limited Manufacturing and Wholesale Business District
<b>Requested Zoning</b>	No change
<b>Address/Abbreviated Legal</b>	705 Cardinal Lane/Country Industrial Park NW ¼ & SW ¼ Sec 3
<b>Comprehensive Land Map Designation</b>	M-1 Limited Manufacturing and Wholesale Business District

<b>ADJACENT LAND USE/ZONING MATRIX</b>		
<i>Direction</i>	<i>Land Use</i>	<i>Zoning</i>
North	Limited Manufacturing	M-1
South	Limited Manufacturing	M-1
East	Limited Manufacturing	M-1
West	Business District	B-2/B-4

## **BACKGROUND**

The building is currently owned by Gale Kelly, and conducts business as Car Craft an auto body shop. The site does not currently have a CUP on file with the Village. Mander Collision and Glass is looking to purchase the property and open its 3<sup>rd</sup> location (Brookfield & Waukesha). The property has been used by Car Craft as a body shop for more than 30 years and predates the Village CUP process.

The application before the Plan Commission at this time is for a Conditional Use Permit (CUP). The new owner Mander Collision was present at the January 20<sup>th</sup> Plan Commission meeting requesting the Village hold the necessary hearings for the CUP. The owner indicated that they would be making exterior aesthetic improvements including updating, painting and addressing the damaged fence along the South end of the building which is used to store cars while under repair.

## **ANALYSIS**

### **1. Zoning**

The 1.1 acre property is zoned M-1 Limited Manufacturing and Wholesale Business District (see attached zoning map). The applicant is not requesting a zoning change. The M-1 Limited Manufacturing and Wholesale Business District allows for various conditional uses via two sections of the Town Code outlined below:

[M-1 Limited Manufacturing and Wholesale Business District](#), conditional uses include:

**Sec. 46-574:** Conditional uses in the M-1 district are as follows

(9) Motor vehicle repair shop.

### **2. Existing Building / Setbacks / Shoreland Zoning**

The existing 5,000 square foot building is conforming in terms of setbacks. No proposed site plan alterations are proposed. The entire property is outside of shoreland/floodplain zoning.

### **3. Parking**

No change in the parking plan. Site has the required parking per the Village Code. Currently has 30 parking stalls.

### **4. Hours of Operation / Lighting / Dumpsters**

The hours of operation will be from 8am-6pm Monday-Friday. Saturday 9am-1pm.

No significant change in the lighting on site.

The dumpster will continue to be housed in the southern fenced-in area of the property screened from the public.

5. **Fencing/Landscaping**

The new property owner has expressed to the Plan Commission that repair/maintenance will be addressed to the fence located on the south side of the property. The fence is currently in disrepair. The Village Architectural Board/Plan Commission could discuss additional landscaping or make a recommendation in regard of landscaping to the Village Board.

6. **Signage**

Agenda item 3a request and consideration for the application of the signage for the site. The Village Building Inspector has reviewed and made the recommendation for approval of the sign application based on meeting the Village sign requirements:

[Sec. 46-980. – Signs permitted in all business, manufacturing and quarrying/extractive districts with a sign permit](#)

7. **Number of Employees**

The application lists the store to employ 5 full-time employees.

**PUBLIC NOTICE**

As with all CUP applications, letters were mailed(see list of properties attached) to all properties within 600 feet of the property 10 days before the Plan Commission public hearing. A Class 2 notice was also published in the Freeman on January 27<sup>th</sup> and February 3<sup>rd</sup>.

**ACTION REQUESTED / STAFF RECOMMENDATION**

In their motion, the Plan Commission should address the following, as no application for a conditional use shall be recommended for approval by the Plan Commission or granted by the Village Board unless such Commission and Board shall find the following conditions are acceptable:

**ARTICLE IV. - CONDITIONAL USES**

**Sec. 46-848. - Review and approval.**

(a) *Generally.* The plan commission shall review the site, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, highway access, traffic generation and circulation, drainage, sewer and water systems, and the proposed plan of operation.

(b) *Construction requirements.* Conditions such as landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, planting screens, operational control, hours of operation, improved traffic circulation, deed restrictions, highway access restrictions, increased yards or parking requirements may be required by the plan commission upon its finding that these are necessary to fulfill the purpose and intent of this chapter.

(c) *Lot, parking, loading and traffic requirements.* Compliance with all other provisions of this chapter such as lot width and area, yards, height, parking, loading, traffic and highway access shall be required of all conditional uses. Variances shall only be granted as provided in article II, division 5, of this chapter.

Staff is requesting the Plan Commission holds the public hearing set for February 17<sup>th</sup>, 2020, and review the attached materials and consider a recommendation to the Village Board on the matter.

Staff recommends the Commission proposes the following stipulations for the Village Conditional Use:

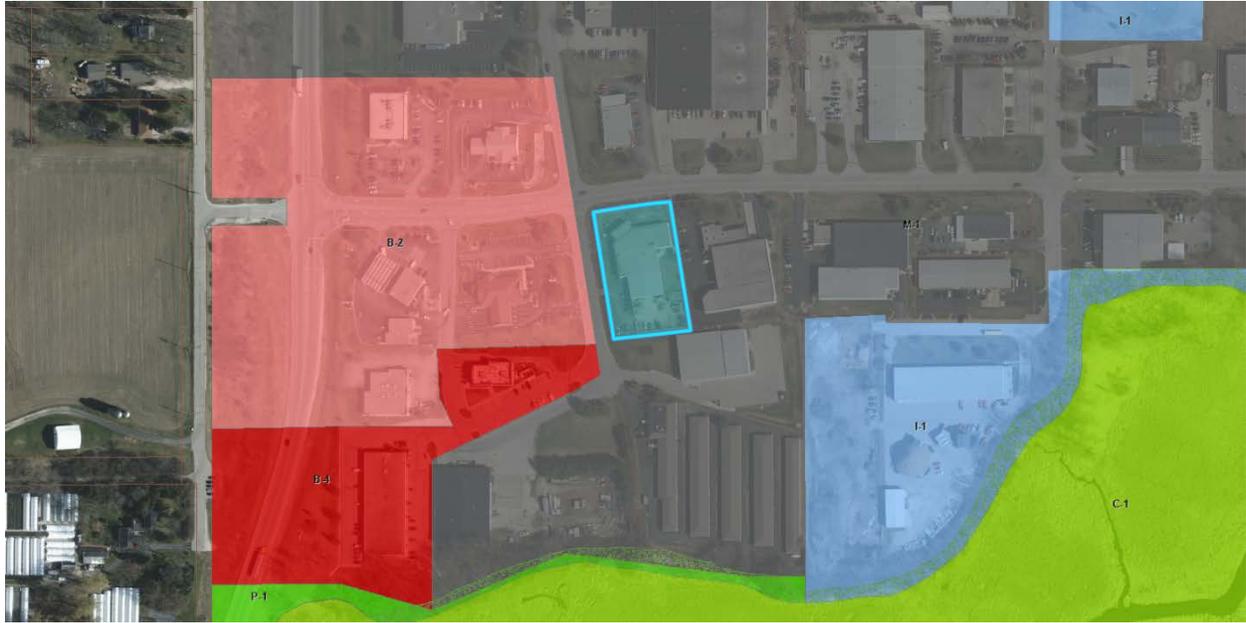
1. The auto body service facility may be **expanded, constructed and** operated pursuant to the Plan of Operation, which contains an original operational plan, and pursuant to the operator's and owner's representations during the review process including the repair of various vehicles including automobiles and light and medium-duty trucks;
2. That the property maintains a neat appearance, free of inoperable equipment (except as will be made operable after repair within a reasonable time) or other junk materials;
3. The operator of the automotive service facility shall operate the traffic flow and parking needs of the facility completely within the limits of the parcel's parking lot;
4. All vehicle repair work and service including washing and detailing shall occur inside the building with;
5. Outdoor storage of vehicles (except employee vehicles or short-term customer vehicle parking), equipment and other materials will be located either inside the building or behind the fenced-in area to the south of the building screened from view of neighboring properties or the public road by the fence if they are to be located on the property for more than 24 hours.
6. Except for vehicles dropped for service after hours, all vehicles in the parking lot shall include all of their body parts and wheels/tires and be capable of being moved on their own wheels/tires; **and with current registration**
7. The property owner and facility operator understand that future changes in use of the property may require additional parking or other modifications to the site;
8. Excessive complaints regarding noise or other disturbances related to this operation may be grounds for revocation of this Conditional Use Permit upon review of the Plan Commission and Village Board;
9. This approval is for an auto body repair shop business within the confines of the existing building and yard. No auto sales shall be allowed on the property. Any future expansion of the building or change in the use shall require a new conditional use permit, unless such change are clearly incidental and do not represent a significant change from the permitted use in the option of the Zoning Administrator.
10. Additionally stipulations? **Fence must be maintained in a manner that is plumb and level and painted to be visually pleasing.**

#### ATTACHMENTS

- I. Zoning Map/ GIS Map
- II. Site photos
- III. Applicant Materials
- IV. Public Comment (none filled at the time of this memo)

Action	Date	Status
Public Notice to Freeman newspaper	1-27, 2-3	Published
Mail letters to property owners within 600 feet	1-27-2020	Mailed
Plan Commission public hearing and review	2-17-2020	This Meeting
Village Board review and possible motion	-	Upcoming

# Zoning Map



## Site Pictures



CONDITIONAL USE PERMIT  
**[Mander Collision]**

Document Number

THIS CONDITIONAL USE PERMIT is hereby finally granted this 24th day of February, 2020, by the Village of Hartland (hereinafter Village) to Mander Collision and Glass (hereinafter “Grantee”) for the operation of a Collision Repair Center at the property located at 705 Cardinal Lane.

RECITALS

**WHEREAS**, Grantee has applied for a conditional use permit (the “CUP”) pursuant to Section 46-846 *et seq.* of the Village of Hartland Code of Ordinances for the operation of a Motor Vehicle Repair Shop in the M-1 Zoning District at 705 Cardinal Lane, Hartland, Wisconsin, (the “Property”) more specifically described as:

[HAV 0731035]

**OWNER: Randall Realty LLC**  
705 Cardinal Lane  
Hartland, WI 53029

Recording Area

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

Parcel Identification Number  
HAV 0731035

**WHEREAS**, the Property is located in the M-1 Limited Manufacturing and Wholesale Business District; and

**WHEREAS**, Section 46-574: (9) of the Village of Hartland Code of Ordinances provides that Motor Vehicle Repair Shop in the M-1 District is a conditional use; and

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

**WHEREAS**, the Village Plan Commission reviewed the subject CUP application and Plan of Operation and held a Public Hearing on February 17, 2020 pursuant to Section 46-848 of the Village of Hartland Code of Ordinances and, as a result of the meetings, recommended the

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

1. The auto body service facility may be **expanded, constructed and** operated pursuant to the Plan of Operation, which contains an original operational plan, and pursuant to the operator's and owner's representations during the review process including the repair of various vehicles including automobiles and light and medium-duty trucks;
2. That the property maintains a neat appearance, free of inoperable equipment (except as will be made operable after repair within a reasonable time) or other junk materials;
3. The operator of the automotive service facility shall operate the traffic flow and parking needs of the facility completely within the limits of the parcel's parking lot;
4. All vehicle repair work and service including washing and detailing shall occur inside the building;
5. Outdoor storage of vehicles (except employee vehicles or short-term customer vehicle parking), equipment and other materials will be located either inside the building or behind the fenced-in area to the south of the building screened from view of neighboring properties or the public road by the fence if they are to be located on the property for more than 24 hours.
6. Except for vehicles dropped off for service after hours, all vehicles in the parking lot shall include all of their body parts and wheels/tires and be capable of being moved on their own wheels/tires; **and with current registration**
7. The property owner and facility operator understand that future changes in use of the property may require additional parking or other modifications to the site;
8. Excessive complaints regarding noise or other disturbances related to this operation may be grounds for revocation of this Conditional Use Permit upon review of the Plan Commission and Village Board;
9. This approval is for an auto body repair shop business within the confines of the existing building and yard. No auto sales shall be allowed on the property. Any future expansion of the building or change in the use shall require a new conditional use permit, unless such changes are clearly incidental and do not represent a significant change from the permitted use in the option of the Zoning Administrator.
10. Additionally stipulations: **Fence must be maintained in a manner that is plumb and level and painted to be visually pleasing;**

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

**NOW THEREFORE**, the Village Board of Trustees hereby approves the issuance of this conditional use permit to operate a Motor Vehicle Repair Shop at the Property.

**VILLAGE OF HARTLAND**

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Jeffrey Pfannerstill, Village President

---

Darlene Igl, MMC/WCPC, Village Clerk

[VILLAGE SEAL]



1604 Manhattan Dr.  
Waukesha, WI 53186  
262.446.0655  
262.446.0650 (fax)

13170 W. Capitol Dr.  
Brookfield, WI 53005  
262.230.1020  
262.330.5030 (fax)

[www.mandercollision.com](http://www.mandercollision.com)

To Whom It May Concern:

Mander Collision is a Collision Repair Center specializing in automotive insurance repairs. We carry multiple OEM Certifications for repair and offer industry related training to our staff through I-Car. We take care of our properties very well and our initial plan for 705 Cardinal Lane is to paint the building, to keep it looking nice, and to clean up/repair any issues with the secure fenced in the parking area. We have no need to conduct any work outside the building but the fenced in area will be used for secured parking. We are looking for occupancy so that we can continue to employ the workforce currently at this location.

Sincerely,

A handwritten signature in black ink that reads "Nathan McPherson". The signature is written in a cursive style with a long horizontal flourish at the end.

Nathan McPherson  
President



**PETITION FOR CONDITIONAL USE**  
 **\$150 REVIEW FEE DUE AT TIME OF APPLICATION**  
**PLUS \$300 PROFESSIONAL FEE DEPOSIT**

Property Owner	Randall Realty LLC		
Business Name	Mander Collision + Glass		
Business Owner	Mander Collision + Glass		
Address	1604 Manhattan Dr. Waukesha, WI 53186		
Contact Person	Randy McPherson	Phone	612-369-2300
Key No. HAV	0731035	Email	rmcpherson@mandercollision.com

The Plan Commission meets on the third Monday of the month at 6:30 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

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

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

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

Present Use → Body Shop
Intended Use → Body Shop

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

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

Petitioner Signature	Susan C. Pflieff, Treasurer/Controller		
Print Name	Susan C. Pflieff	Date	12/17/19

**OFFICE USE ONLY:**

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

Permit Fee:	\$75
Refundable Occupancy Deposit:	\$500
(Refundable Deposit Returned Upon Release by Building Inspector)	
Total Due:	\$575
Date Paid:	<u>12/27/19</u>
Receipt No.:	<u>211842</u>

VILLAGE OF HARTLAND
BUSINESS OCCUPANCY
PERMIT APPLICATION

- Please Note that operation of business is not allowed until occupancy permit application has been approved.
- Allow approximately 5 working days for review.

After an occupancy permit application has been received and an occupancy inspection has been completed by the building inspection department, an occupancy letter will be sent to the applicant listing all violations. **An occupancy permit will be issued when all violations have been corrected.**

A conditional occupancy permit can be requested by the prospective occupant, if no life-safety violations exist as determined by the building inspection department.

If the conditional occupancy permit is issued, the applicant agrees to have all violations corrected within forty five (45) days. A reinspection will be scheduled after 45 days to check for compliance. If any violations exist, a penalty of \$25.00 per day will be assessed until all violations are corrected.

The \$500 Refundable Occupancy Deposit will be returned upon release by the Building Inspector.

VILLAGE OF HARTLAND  
BUSINESS OCCUPANCY  
PERMIT APPLICATION  
PAGE 2

BUSINESS:

Name: Mander Collision + Glass Waukesha, Inc.  
Address: 1604 Manhattan Dr., Waukesha, WI 53186 Unit/Suite No. \_\_\_\_\_  
Phone No: 262-446-0655 FAX No. 262-446-0650

BUSINESS OWNER:

Name: Randy McPherson / Mander Collision + Glass Waukesha, Inc.  
Address: same as above  
Day Phone: 612-369-2300 Evening Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

BUILDING OWNER:

Name: Randall Realty, LLC  
Address: 1604 Manhattan Dr., Waukesha, WI 53186  
Day Phone: 612-369-2300 Evening Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

2<sup>ND</sup> EMERGENCY CONTACT:

Name: Nathan McPherson  
Address: same as above  
Emergency Phone: 262-893-3759

CONTACT FOR FIRE DEPARTMENT TO MAKE ARRANGEMENT FOR INSPECTION:

Name: Nathan McPherson Phone: 262-893-3759

DETAILED DESCRIPTION OF BUSINESS OPERATION:

Vehicle Collision Repair

Hours and days of operation: 8A - 6PM M-F, possible Sat. 9A - 1pm

Number of full and part time employees on site during each shift (count working owner as an employee): 5

Estimated max. total of customers/clients/visitors on site at one time: 4

Number of total off-street parking stalls provided on site: 30

Number of above parking stalls dedicated for use by this business: 30

Describe anticipated method and frequency of deliveries to/from the site, and location on site where loading/unloading/parking of shipping vehicle is to occur: TRUCK DELIVERIES - 10 to 15 per day

Describe any activities that may occur outside the building but still on-site such as dumpster, outside storage, equipment, accessory buildings, etc. (Please attach site plan showing these items): Parking of vehicles on existing asphalt or gravel; detailing vehicles on existing asphalt.

Detailed description of any equipment, operation, device, or process that may emit noise, vibration, or odors from the site: Grinding on vehicles; Pounding Metal w/hammers; Painting in Paint Booth (contained); detailing vehicles

**BUSINESS OCCUPANCY  
PERMIT APPLICATION  
PAGE 3**

The names and amounts of any noxious or hazardous substances or fumes that may be created, stored, or used on the site: Dynamic Clearcoat CC200 / Paint Reducer R7K242 / Glass Cleaner 1000000075  
Ultra 7000 Ultra Fine Metallic U7214 / Finish 12K HS Methone Korner Gray FP410

Describe or sketch area for storage of above substances and any other high fire hazard areas: See attached

Fire extinguisher size, type, and quantity: 11 - 10lb Extinguishers.

Is there a fire sprinkler system: Only in Spray Booth

Is there an alarm system: No

Heating type and location: Infared in Shop and Rooftop HVAC in office

Describe or sketch gas shut off location: See attached

Describe or sketch electric shut off location: See attached

Describe or sketch fire sprinkler shut off location: See attached

Attach a sketch of the area of the building to be used for this business unless all of building is to be used.

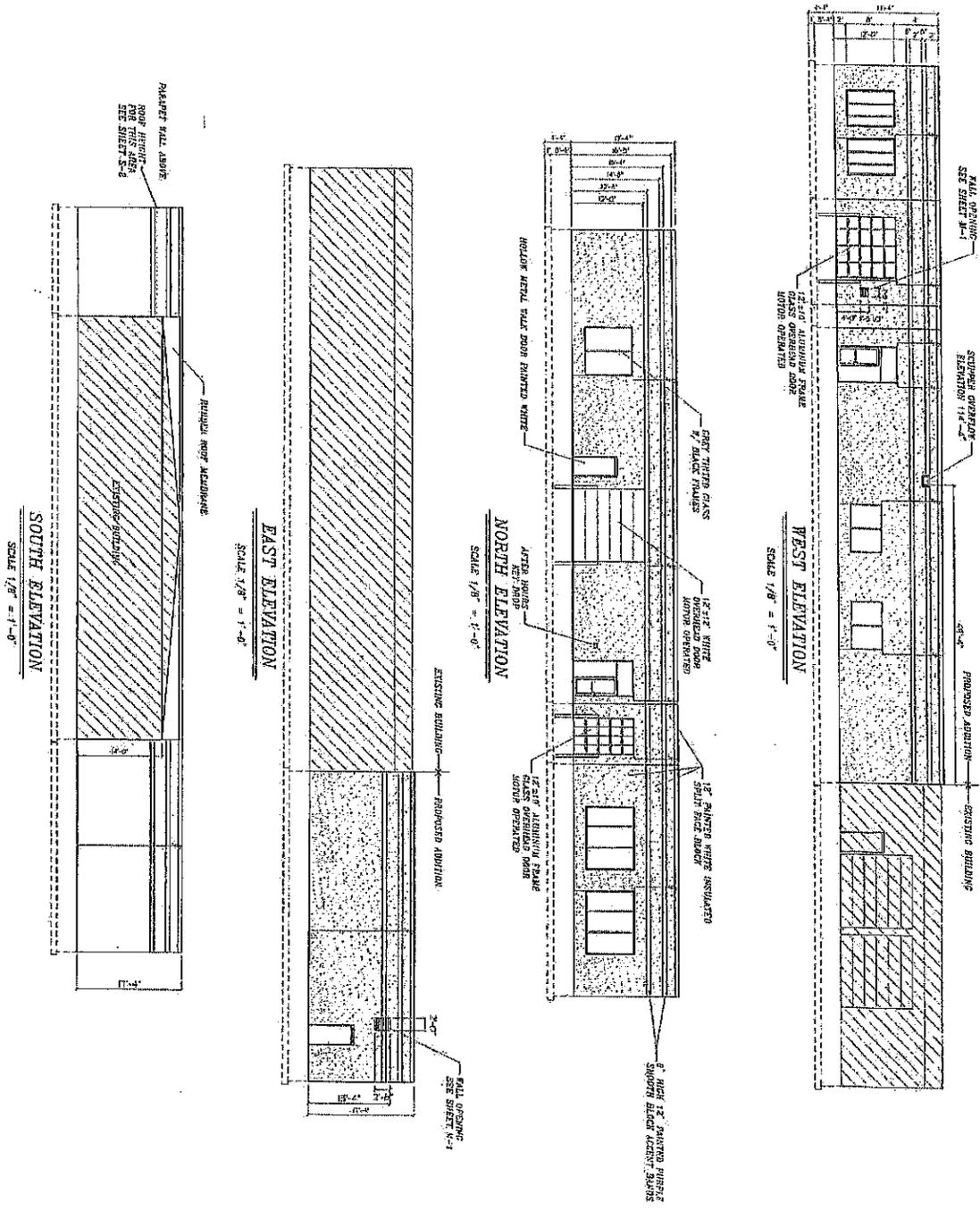
Incomplete applications will not be approved.

Applicant's Signature: Ausan C. Pfeiffer Date: 12/23/19  
Controller/Treasurer

FOR OFFICE USE ONLY

<b>ZONING DEPARTMENT/BUILDING INSPECTION DEPARTMENT</b>	
Zoning Classification:	
Zoning Approved:	By:
Application Approved:	
Permit Number:	
Notes/Conditions:	

<b>FIRE DEPARTMENT</b>	
Site Approved:	By:
Notes/Conditions:	



<b>dbi</b> design build inc. 1265 E. WISCONSIN AVE., FENWICK #1, 53012 (262)691-2121 FAX (262)691-1591	JOB DESCRIPTION CAR CRAFT 705 CARROLL LANE BARTLAND, WI 53003	REVISION NO. DATE 1 10/20/01 2 10/20/01
	DATE: 8/24/01 DESIGNER: R. BEHNER DRAWN BY: R. BEHNER	ELEVATIONS

JOB DESCRIPTION  
 CAR CRAFT  
 705 CARROLL LANE  
 BARTLAND, WI 53003  
 SHEET # 4-3  
 NO. 7 369

1994 HOLDINGS LLC  
PO BOX 695  
PEWAUKEE WI 53072-0695

CARDINAL 635 LLC  
PO BOX 341  
HARTLAND WI 53029-0341

CBS PROPERTIES LLC  
805 CARDINAL LN  
HARTLAND WI 53029-2319

DALEYS WOODS LLC  
810 CARDINAL LN STE 100  
HARTLAND WI 53029-2390

FIRST BANK FINANCIAL CENTRE  
155 W WISCONSIN AVE  
OCONOMOWOC WI 53066

G HOWE LAKE COUNTRY LLC  
W305N1587 SILVERWOOD LN  
DELAFIELD WI 53018

GALE L KELLY  
PO BOX 314  
HARTLAND WI 53029-0314

HM INVESTMENT PARTNERS LLC  
581 S INDUSTRIAL DR  
HARTLAND WI 53029

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

JAMES GOFF AND PHOEBE GOFF  
W2960 LAFOLLETTE RD  
NEOSHO WI 53059-9712

KRKC-LC LLC  
10840 W ROGERS ST  
WEST ALLIS WI 53227-1135

LAKE COUNTRY CARING INC  
603 PROGRESS DR PO BOX 591  
HARTLAND WI 53029

LANDMARK CREDIT UNION  
PO BOX 510870  
NEW BERLIN WI 53151-0870

LAUDERMILK 710 LLC  
710 CARDINAL LN  
HARTLAND WI 53029

MEGAL DEVELOPMENT CORP  
12650 W LISBON RD  
BROOKFIELD WI 53005-1825

MESCHING PROPERTIES LLC  
PO BOX 379  
HARTLAND WI 53029-0379

MSI GENERAL CORP  
PO BOX 7  
OCONOMOWOC WI 53066-0007

NETNEL LLC  
602 INDUSTRIAL CT  
HARTLAND WI 53029-2312

SCHAEFER PROPERTIES LLP  
1615 NOTRE DAME BLVD  
ELM GROVE WI 53122-1754

SJAMB LLC AND PSI HOLDINGS LLC  
535 S INDUSTRIAL DR  
HARTLAND WI 53029-2323

STONEWOOD STORAGE  
720 INDUSTRIAL CT PO BOX 145  
HARTLAND WI 53029

TROMPLER PROPERTIES LLC  
580 S INDUSTRIAL DR  
HARTLAND WI 53029-2357

VILLAGE OF HARTLAND  
210 COTTONWOOD AVE  
HARTLAND WI 53029

WATERTRONICS PROPERTIES LLC  
PO BOX 530  
HARTLAND WI 53029-0530

Intergovernmental Agreement for Law Enforcement Services for the 2020  
Democratic National Convention in Milwaukee, Wisconsin

[Hartland Police Department]

**This Intergovernmental Agreement** for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of February 24, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the Village of Hartland, Wisconsin (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

**1. Definitions.**

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

## **2. Authority.**

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

## **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the Village of Hartland, Wisconsin, under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

#### **4. Organizational Structure.**

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the

relevant City MPD Policies within the training materials City MPD will provide to Agency on or before April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

## **5. Agency Responsibilities.**

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement by March 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no

longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any other chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may

recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

**6. City Responsibilities.** In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Lodging and Food. City will provide lodging and food for Agency Personnel. City will also provide transportation between the lodging location and the Convention Facilities where Agency Personnel will be assigned. City MPD shall provide lodging and food location assignments to Agency prior to the Convention Security Period. This shall include a standard per diem for each Agency Personnel's one day travel to, and one day travel from, the City in accordance with the federal GSA Per Diem Rates then in effect for the City of Milwaukee which can be located here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

**7. Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the

federal grant. The City expects to be awarded the federal grant in early 2020. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed

to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

## **8. Law Enforcement Procedures.**

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. **Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. **Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. **Independent Contractor.**

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Payment of Wages and Benefits for Agency Personnel. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

## **12. Liability.**

12.1. Indemnification. The City shall indemnify Agency and Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

## **13. Records.**

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term "record" shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the

federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

#### **14. Early Termination.**

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

#### 14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

**15. Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

**16. Notices.** All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales  
Chief of Police  
749 West State Street  
Milwaukee, WI 53233  
*MPDChief@milwaukee.gov*  
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning  
City Hall, Room 800  
200 East Wells Street

Milwaukee, WI 53202  
*mschan@milwaukee.gov*

and

Nicholas DeSiato  
Chief of Staff  
Milwaukee Police Department  
749 West State Street  
Milwaukee, WI 53233  
*nidesi@milwaukee.gov*

To Agency: Torin Misko  
Chief of Police  
210 Cottonwood Avenue  
Hartland, WI 53029  
*tmisko@villageofhartland.com*

**17. Additional Provisions.**

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this

Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***

The Parties have executed this Agreement as on the dates set forth below.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Alfonso Morales, Chief of Police  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Martin Matson, City Comptroller  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Authorizing Resolution: 191193

Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF HARTLAND**

By: \_\_\_\_\_  
Torin Misko, Chief of Police  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Jeffrey Pfannerstill, Village President  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.



**Exhibit B**

(Electronic version available from Captain Derrick Harris, [धारri@milwaukee.gov](mailto:धारri@milwaukee.gov))



**Exhibit C**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))



**EXHIBIT C**

**2020 Democratic National Convention  
DNC Reimbursement Request Form**



<b>Assisting Agency:</b>		
<b>Prepared By:</b>	<b>Contact Phone's #:</b>	<b>Signature:</b>
<b>Approved By:</b>	<b>Contact Phone's #:</b>	<b>Signature:</b>

Personnel Costs						
	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost
				\$ -	\$ -	\$ -
<b>Three sets of documentation are required:</b>						
<p>a. Outside Agency Tracking Form. These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City). If you are in possession of any of these timesheets, please provide them to the City as soon as possible.</p> <p>b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.</p> <p>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form).</p>				Pension Rate		0.00%
				FICA Rate		0.00%
				Medicare Rate		0.00%
				Other Benefits Rate		0.00%
				Total Fringe	\$ -	
			Total Wages	\$ -		-

Food Per Diem Costs (Travel Days only)				
<p>Meals: Travel days will be paid at 75% as stipulated by federal regulations. <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a></p> <p>Note: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee.</p>	Number of Officers	Number of Days (Combine To and From - Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
			\$ 49.50	\$ -

Transportation Costs (Travel Days only)				
<p><b>Airfare:</b> Receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket; receipt from airline indicating name of traveler, dates and cost of any baggage fees assessed; and boarding passes.</p>	Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
			\$ -	\$ -
<p><b>Auto reimbursement:</b> Google map showing vehicle route to and from Milwaukee. Mileage reimbursed at federally approved rates; <a href="https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates">https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates</a></p> <p>a. Motorcycles – \$0.XX/mile – This includes fuel.  b. Private Vehicles - \$0.XX/mile – This includes fuel.  c. Gov't Owned Vehicles - \$0.XX/mile – This includes fuel.</p>	Number of Vehicles	Total Miles (Combine to and From)	Mileage Rate	Total Cost
			\$ -	\$ -
<p><b>Bus/Vehicle Rentals:</b> Contract cost of rental vehicles or buses; highway and bridge toll fees.</p>	Number of Buses/Rented Vehicles		Cost Per Bus/Rented Vehicle	Total Cost
			\$ -	\$ -

Additional Requested Costs (Not Listed Above)		
<p><b>Additional Expenses:</b> Please provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.</p> <p>Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. <b>Example:</b> If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging.</p> <p><b>NOTE:</b> Any reimbursement under this section must be preapproved in writing by the City and such preapproval shall be attached to this form.</p>	Description of Additional Cost	Amount of Total Cost
		\$ -
		\$ -
		\$ -

Total Request for Reimbursement		
<p>All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement.</p> <p>Note: Credit card statements are not considered a valid document for the purposes of reimbursement.</p>	Salary	\$ -
	Per Diem	-
	Transportation	-
	Additional Expenses	-
	<b>Total Cost</b>	<b>\$ -</b>

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have:

Rhonda Kelsey 414-286-3639  
Dennis Yaccarino 414-286-8552 Andrea Fowler 414-286-5563

## Exhibit D

### Additional Expenditure Authorization Form - "In Writing"

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

<b>Agency Information</b>	
Agency:	
Agency Personnel Completing Form:	
Date:	
<b>Additional Expenditure Information</b>	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
<b>City of Milwaukee Commanding Officer Approval Information</b>	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	

# *Cartland* POLICE



*"Oath of Honor Agency"*



## DEPARTMENT COPY

Serving With: *Pride, Integrity & Ethics*

# ANNUAL REPORT

# 2019

***To the Village of Hartland:***

*The Hartland Police Department proudly presents the 2019 ANNUAL REPORT published for our agency. This report provides an overview of our activity for the year and serves as a source of information for the community.*

*Your police department consists of 17 sworn law enforcement professionals that provide 24 hour-a-day coverage to the Village of Hartland. In addition, 4 administrative assistants provide the support that is necessary to carry out our mission. We also have mutual aid agreements with the surrounding police agencies, the Waukesha County Sheriff's Department and the Suburban Mutual Aid Response Team (SMART) for additional assistance when necessary. We participate in cooperative teams with other municipalities to offer quality service with a fiscally responsible mindset.*

*Our primary purpose is to place all available resources provided to our organization toward public safety and quality of life for the Village of Hartland. Each of our members approaches their responsibilities with professionalism, and they serve the public with pride, integrity and ethics. I am very proud to be associated with this fine group and I respect each one of them for their commitment. Every sworn member of the department has taken the Oath of Honor pledge and the department has been recognized as a "Law Enforcement Oath of Honor Agency".*

*The Hartland Police Department is committed to keeping our community a great place and a leader in Waukesha County. This will be accomplished by providing quality police services, addressing all issues that affect public order, and to anticipate problems so as to reduce or eliminate them. We try to build advocates on Every Call, with Every Citizen, on Every Contact.*

*I encourage all Village residents to contact our department if they have any questions or concerns about our community. Please check our website at [www.villageofhartland.com](http://www.villageofhartland.com) for more department information. Our desire is to work with the citizens to solve problems and maintain a high standard for the quality of life in this community.*

*Respectfully,*

*Torin J. Misko  
Chief of Police*

### 2019 HIGHLIGHTS:

- Officer Robert Jewell was assigned to the Patrol Detective position.
- Detective Robert Jewell retired from the Suburban Critical Incident Team as a crisis negotiator.
- Detective Paula Hoffa, Officer Luke Joswick, and Officer Thomas Bagin were appointed to the Suburban Critical Incident Team as crisis negotiators.
- Officer Conrad Soboniak attended training to become a state certified Defense and Arrest Tactics instructor.
- Officer Nicholas Greenwood attended training to become a state certified Firearms instructor.
- Officer Dillon Gurgul completed his one year probationary period with the Police Department.
- Chief Torin Misko was accepted into and attended the Senior Executives in State and Local Government program at the Harvard Kennedy School of Government.
- Administrative Assistant Viki Dobbertin retired from the Police Department.
- Administrative Assistant Laurie Matula-Bahr was assigned as a Property Custodian.
- Cindy Gardner was hired as an Administrative Assistant at the Police Department.
- Received a grant to cover 90% of the cost of a Live Scan digital fingerprint device.

## **COOPERATIVE EFFORTS:**

**TRAINING** -The police departments from Butler, Chenequa, Delafield, Hartland, and Pewaukee conduct firearms and defensive and arrest tactics training for all the officers. Each agency provides officers as trainers in either firearms or defensive and arrest tactics. This cooperation allows each agency to provide the necessary staffing for the service to their communities, plus the required training necessary in these highly critical and skillful areas of police training. This effort also allows for the sharing of training equipment and instructors, without the need for duplication.

**SUBURBAN CRITICAL INCIDENT TEAM (SCIT)** -This team of selected officers from the Brookfield, Chenequa, Delafield, Elm Grove, Hartland, Mukwonago, Muskego, New Berlin and Pewaukee Police Departments are trained to handle critical calls for service, such as barricaded persons, negotiations, and serving high risk search warrants. This is a mutual aid agreement and the team serves as a back-up to other similar teams in the county, such as the Waukesha County Sheriff's Department. Again, the sharing of expertise and equipment make these type of joint efforts cost-effective and provides an excellent service to the communities involved in SCIT. Our department provides two officers as tactical operators and three crisis negotiators to this team. Officers are assigned to the team from the various departments at rates in proportion to their department size.

**MAJOR INVESTIGATIONS UNIT (MIU)** -This team of selected officers from the Butler, Chenequa, Delafield, Elm Grove, Hartland, Pewaukee Police Departments and the Waukesha County Sheriff's Department are trained and prepared to investigate all major crimes and traffic collisions that may occur in any of these communities. This is a mutual aid agreement that allocates the necessary resources to investigate these major incidents, yet also allows each community to maintain police coverage for other types of activities. The sharing of expertise and equipment makes this team cost-effective and provides a professional quality for investigative efforts.

**SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAM (SMART)** -This is a cooperative effort between law enforcement agencies in Jefferson, Kenosha, Milwaukee, Racine, Walworth and Waukesha County that allows for mutual aid during a significant event. Within 60 minutes, a community that is a member of SMART can have up to 70 law enforcement officers respond to the community to help in the case of a significant emergency or disaster.

**WAUKESHA COUNTY COMMUNICATIONS (WCC)** -The Village of Hartland (Police, Fire, EMS, Public Works, and Administration) is a committed partner to the Waukesha County Communications Center. This central county-wide dispatch center enhances communications among all participating communities and agencies in Waukesha County. In addition, a shared records management system helps coordinate information and provides access to all agencies.

**WAUKESHA COUNTY CIVIL DISTURBANCE UNIT (CDU)** - The threat of civil disturbance always looms over communities adjacent to urban areas. Police Departments

from throughout Waukesha County and the Sheriff's Department have assigned officers to the CDU. The Village of Hartland has two police officers equipped and trained to respond to CDU call outs. Once again, the sharing of expertise and equipment make these type of joint efforts cost-effective and provides an excellent service to the communities involved in CDU.

***WAUKESHA COUNTY METRO DRUG UNIT*** - The Village of Hartland has been a member of the Metro Drug Unit since 2007. Due to staffing needs we removed our officer from the unit in 2017. We continue to support the mission of the drug unit by sharing information with them and will assist the drug unit as needed, but will no longer assign an officer to the unit.

***LAKE COUNTRY MUNICIPAL COURT*** - The Village of Hartland is a founding member of this municipal court, which was established in 1988. This court is located in the City of Oconomowoc and serves 20 communities. The court is 100% funded by user fees and no tax dollars. This court serves as a very efficient and fair way of dealing with municipal traffic and ordinance violations.

#### **COMMUNITY RELATIONS PROGRAMS AND SERVICES:**

***CRIMESTOPPERS***-This program provides a reward system to citizens that report information about criminal activities. If a citizen has information about a crime, they can report that information anonymously, yet still receive some monetary compensation.

***SAFE SCHOOLS PROGRAM*** -This is a cooperative effort between all the schools in the Village of Hartland and the Police Department. On school days, a day team officer will make personal visits to each school and do a walk through, as well as meet with staff and students as needed. This is a positive program, as it allows more interaction between the children and the officers, along with addressing issues at the school and being an available resource for school staff.

***SCHOOL SPECIALTY PROGRAMS*** -These types of programs are custom designed for the schools, as well as other student orientated groups. Because our staff has various interests and backgrounds, we are able to customize a learning program based upon any school age group. Programs include: department tours, drug and alcohol awareness to students and parents, computer crime seminars to students and parents, law and consequence training to students, chaperone middle school dances, job shadowing for high school students, and other specialized training. These programs are very popular among the students and schools, and provide a showcase for our staff to talk about their experiences and training.

***HIGH SCHOOL INITIATIVE*** - Each school day that Arrowhead High School and Lake Country Lutheran High School are in session, officers are assigned to monitor these areas for traffic and student safety reasons during the morning and afternoon busy times. The need to provide this service is based upon a high volume of vehicles and/or pedestrians that may be present in these school zones, and to reduce or eliminate the neighborhood concerns about unsafe driving or other complaints related to the high school or students. The message sent is: Drive Carefully and Behave Yourself.

***MEDICATION COLLECTION SITE*** - In order to reduce substance abuse, prevent childhood poisonings, and help protect our environment, private citizens can bring their prescription medications to the Police Department for disposal. There are green containers accessible 24 hours a day in both the East and West lobbies of the Police Department to dispose of your medications.

***OWNERSHIP ZONES*** - The Police Department has established Ownership Zones that specific officers are assigned to. These officers take "Ownership" of specific areas to consistently address quality of life issues and will work closely with the building inspector in these efforts. One of the specific Ownership Zones deals exclusively with all the registered Sex Offenders that reside or work in the Village of Hartland.

***COMMUNITY NOTIFICATIONS*** - The Police Department is a member of a nation-wide notification network, which is basically a "Reverse 911" system. In the event an emergency message needs to be sent out to a targeted area of the community, we would utilize the services of this network.

***WILEAG ACCREDITATION*** - The Police Department is accredited by the Wisconsin Law Enforcement Accreditation Group (WILEAG). The department maintains compliance with 205 required standards for law enforcement agencies. Less than 10% of all law enforcement agencies in the State of Wisconsin are fully accredited. The department was awarded re-accreditation in December of 2018.

***CITIZEN'S ACADEMY*** - The Police Department sponsors a Citizen's Police Academy in cooperation with the Delafield, Chenequa, and Pewaukee Police Departments along with the Lake Country Fire Department. This is for citizens or those who work in this area who would like to learn about what the local police departments do. The Citizen's Academy is provided as a means to reach out to our community and educate the public about the law enforcement profession.

***SHOP WITH COPS*** - During the holiday season, local law enforcement officers from Hartland, Delafield, Pewaukee, and Chenequa Police Departments team up for a Shop with Cops event. Shop with Cops offers children in 5k through 5<sup>th</sup> grade the opportunity to shop with police personnel for holiday gifts for their families. This is a unique opportunity for children to develop a relationship with law enforcement officers that will serve to make a lasting impression on their lives. We are able to offer this program to families at no cost because of donations, fundraisers, and volunteers.

### **QUALITY OF A LOCAL POLICE AGENCY**

The quality of police services to a community can vary depending on the loyalty of the employees in the police department, their morale and their ownership of the community. These employees come to work day in and day out to provide a service to the citizens and carry with them the local knowledge of people, places, or historical events that help to divert, reduce, or eliminate inappropriate behavior and address quality of life matters. This local knowledge is more beneficial than any record management system could record and is more enhanced by local employees.

In 2019, the current police officer staff has almost 200 years of collective experience with the Village of Hartland, ranging from 1 year to 31 years of service.

The Service Quality that a local police agency can provide is based upon dimensions such as:

**Tangibles**-Appearance of physical facilities, equipment, personnel, and printed or visual information the department provides.

**Reliability**-Ability to perform all services dependably and accurately.

**Responsiveness**-Willingness to help citizens by providing prompt services.

**Competence**-Possession of the required skills and knowledge to perform their duties.

**Courtesy**-Politeness, respect, consideration, and professionalism of all personnel.

**Credibility**-Trustworthiness, believability, and honesty of the staff.

**Security**-Freedom from danger, risk, or doubt.

**Access**-Approachability to services of the agency.

**Communication**-Listening to citizens, acknowledging their concerns, following up on the concerns and communicating the results.

**Understanding the Citizen**-Making an effort to know the citizens and their needs.

**Every Call, Every Citizen, Every Contact**-Making an effort to build an advocate for the community with every police contact with a citizen. Our goal is to create relationships with residents that result in problem solving success.

The Hartland Police Department responded to 12,761 calls for service in 2019 and the vast majority of these interactions between the police department and the citizens go without a problem.

On occasion, a citizen may make a complaint to the department about an interaction with a staff member, but the majority of these complaints are found to be unfounded, exonerated, or not-sustained. In 2019, there were 2 complaints filed with the Police Department and after conducting a thorough investigation 0 complaints were found to be substantiated. One of the complaints was determined to be exonerated and the other complaint was determined to be unfounded.

On the other hand, a citizen may also take the opportunity to commend the department or individual staff members for their professionalism and assistance during a citizen contact. The department received 63 operation compliments in 2019. These citizens are not obligated to take the time to recognize the good efforts of our staff, but they do and it is a great reflection on the quality of employees that work for Hartland.



# Hartland

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## POLICE DEPARTMENT

### VISION:

We are committed to working together with the community, in a problem-solving partnership, to prevent crime, enforce laws, and resolve conflict, thereby improving the quality of life.

### MISSION:

The mission of the Hartland Police Department is to maintain peace and order in the community. We seek to accomplish this mission in a consistent manner, exhibiting high ethical standards. Our members are committed to a level of training and education that allows us to provide quality services to the citizens of Hartland.



# HARTLAND POLICE DEPARTMENT



**TORIN J. MISKO**  
CHIEF OF POLICE  
SERVING SINCE 2018

**ROSARIO J. COLLURA**  
DEPUTY CHIEF OF POLICE  
SERVING SINCE 2000  
DAYTEAM SUPERVISOR



**STACY V. KELSEY**  
CAPTAIN OF POLICE  
SERVING SINCE 2008  
EARLYTEAM SUPERVISOR

**BRIAN D. DeBARGE**  
LIEUTENANT OF POLICE  
SERVING SINCE 2011  
LATETEAM SUPERVISOR

**ADMINISTRATIVE TEAM**  
7:30 A.M. TO 4:30 P.M.

**NORA E. SANTELLA**  
ADMIN. ASSISTANT  
SERVING SINCE 2000

**JULIE A. BECKER**  
ADMIN. ASSISTANT  
SERVING SINCE 2004

**LAURIE MATULA-BAHR**  
ADMIN. ASSISTANT  
SERVING SINCE 2010

**CINDY A. GARDNER**  
ADMIN. ASSISTANT  
SERVING SINCE 2019

**INVESTIGATIVE TEAM**  
8:00 A.M. TO 6:00 P.M.

**PAULA A. HOFFA**  
DETECTIVE  
SERVING SINCE 2007

**ROBERT T.C. JEWELL**  
DETECTIVE  
SERVING SINCE 2011

**DAYTEAM**  
6:00 A.M. TO 2:20 P.M.

**MARK L. JORGENSEN**  
POLICE OFFICER  
SERVING SINCE 1988

**BRIAN M. MUNDY**  
POLICE OFFICER  
SERVING SINCE 1997

**ADAM M. MUELLER**  
POLICE OFFICER  
SERVING SINCE 1998

**DEAN J. HAAG**  
POLICE OFFICER  
SERVING SINCE 2000

**EARLYTEAM**  
2:00 P.M. TO 10:20 P.M.

**NICHOLAS S. GREENWOOD**  
POLICE OFFICER  
SERVING SINCE 2016

**CONRAD W. SOBONIAK**  
POLICE OFFICER  
SERVING SINCE 2016

**THOMAS R. BAGIN**  
POLICE OFFICER  
SERVING SINCE 2017

**DILLON P. GURGUL**  
POLICE OFFICER  
SERVING SINCE 2018

**LATETEAM**  
10:00 P.M. TO 6:20 A.M.

**SCOTT M. MACIEJEWSKI**  
POLICE OFFICER  
SERVING SINCE 2001

**MATTHEW J. SEEGER**  
POLICE OFFICER  
SERVING SINCE 2009

**LUKE A. JOSWICK**  
POLICE OFFICER  
SERVING SINCE 2015



# HARTLAND POLICE DEPARTMENT

## MANAGEMENT



**CHIEF TORIN J. MISKO**  
SERVING SINCE 2018



**DEPUTY CHIEF**  
**ROSARIO J. COLLURA**  
SERVING SINCE 2000



**CAPTAIN STACY V. KELSEY**  
SERVING SINCE 2008



**LIEUTENANT BRIAN D. DEBARGE**  
SERVING SINCE 2011



# HARTLAND POLICE DEPARTMENT

## INVESTIGATONS



**DETECTIVE PAULA A. HOFFA**  
**SERVING SINCE 2007**



**DETECTIVE ROBERT T.C. JEWELL**  
**SERVING SINCE 2011**



# HARTLAND POLICE DEPARTMENT

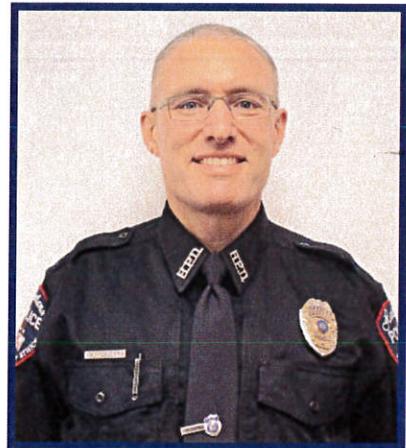
## DAYTEAM



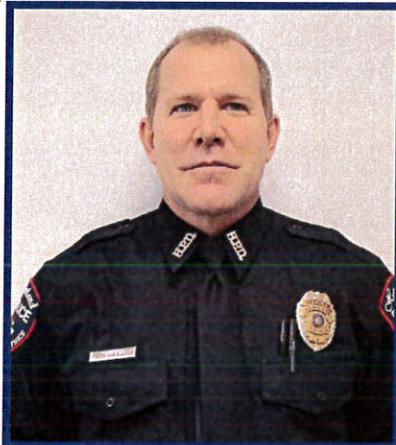
**OFFICER MARK L. JORGENSEN**  
SERVING SINCE 1988



**OFFICER BRIAN M. MUNDY**  
SERVING SINCE 1997



**OFFICER ADAM M. MUELLER**  
SERVING SINCE 1998



**OFFICER DEAN J. HAAG**  
SERVING SINCE 2000



# HARTLAND POLICE DEPARTMENT

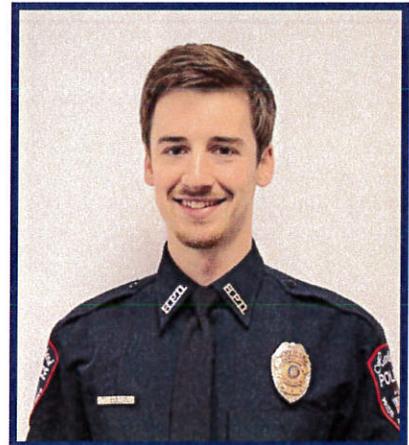
## EARLYTEAM



**OFFICER NICHOLAS S. GREENWOOD**  
SERVING SINCE 2016



**OFFICER CONRAD W. SOBONIAK**  
SERVING SINCE 2016



**OFFICER THOMAS R. BAGIN**  
SERVING SINCE 2017



**OFFICER DILLON P. GURGUL**  
SERVING SINCE 2018



# HARTLAND POLICE DEPARTMENT

## LATETEAM



**OFFICER SCOTT M. MACIEJEWSKI**  
SERVING SINCE 2001



**OFFICER MATTHEW J. SEEGER**  
SERVING SINCE 2009



**OFFICER LUKE A. JOSWICK**  
SERVING SINCE 2015



# Cartland

## POLICE DEPARTMENT

### ACTIVITY REPORT

<u>TYPE OF ACTIVITY</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
ARSON	0	0	1	0	0	1	0	0	1	0
ASSAULT	24	17	11	16	16	14	9	6	6	10
BURGLARY	16	9	12	13	8	11	7	9	8	6
CRIMINAL DAMAGE	115	51	83	116	49	57	45	80	36	18
HOMICIDE	0	0	0	0	0	0	0	0	0	0
VEHICLE THEFT	1	5	0	3	1	5	1	1	1	1
ROBBERY	0	0	1	0	0	2	1	0	1	0
SEXUAL ASSAULT	9	9	8	7	4	5	3	8	3	4
THEFT	70	90	101	94	71	69	53	88	54	40
WORTHLESS CHECKS	21	26	9	5	5	8	5	1	1	0
MISC. INCIDENTS	583	562	525	522	596	612	553	550	550	552
<b>TOTALS:</b>	<b>839</b>	<b>769</b>	<b>751</b>	<b>772</b>	<b>749</b>	<b>784</b>	<b>677</b>	<b>743</b>	<b>661</b>	<b>631</b>

<u>PERSONS ARRESTED</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
ADULT MALE	231	175	186	220	149	151	101	100	94	115
ADULT FEMALE	75	53	66	106	66	51	48	38	29	34
JUVENILE MALE	56	48	24	56	22	22	16	7	7	5
JUVENILE FEMALE	11	12	3	14	4	4	7	1	3	2
<b>TOTALS:</b>	<b>373</b>	<b>288</b>	<b>279</b>	<b>396</b>	<b>241</b>	<b>228</b>	<b>172</b>	<b>146</b>	<b>133</b>	<b>156</b>

<u>OTHER ACTIVITY</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
CALLS FOR SERVICE	11577	10053	10113	9442	10507	9978	8577	10199	12084	12761
TRAFFIC ACCIDENTS	106	123	125	139	135	131	150	139	123	136
TRAFFIC CONTACTS	3951	2948	2829	2663	2786	2769	2054	2458	2878	2783
TRAFFIC CITATIONS	1509	1409	1603	1385	1026	1397	975	1413	1357	1378
DRUNK DRIVING ARRESTS	62	49	43	48	26	52	29	34	31	36
ORDINANCE CITATIONS	279	219	138	150	128	90	114	129	68	40
PARKING CITATIONS	212	211	200	172	426	237	136	301	154	271
STATE PROSECUTIONS	85	52	185	194	161	174	115	93	102	73
EMERGENCY DETENTIONS	N/A	N/A	N/A	30	21	29	16	20	10	12
PROBATION HOLDS	N/A	29	17							





# Hartland

## POLICE DEPARTMENT

This report provides information about **Operation Complaints** against department procedures and/or personnel. The department takes all complaints seriously and each one is fully investigated to a reasonable conclusion. This report also documents **Operation Compliments** that are received from citizens, other agencies, businesses, schools, and other officers or supervisors, who wish to compliment a staff member or the department as a whole for a positive interaction.

**Total Complaints for 2019: 2**

Complaint Dispositions:

Substantiated	0
Not-Substantiated	0
Exonerated	1
Withdrawn	0
Unfounded	1
Policy Failure	0

Disposition Definitions:

Substantiated: Evidence sufficient to prove allegation.

Not-Substantiated: Insufficient evidence to either prove or disprove allegation.

Exonerated: Incident occurred but was lawful and proper.

Withdrawn: Complainant requested to withdraw complaint.

Unfounded: Allegation is false or not factual.

Policy Failure: Flaw in policy caused incident.

Wisconsin state law mandates that law enforcement agencies have a policy on citizen complaints and we accomplish this requirement.

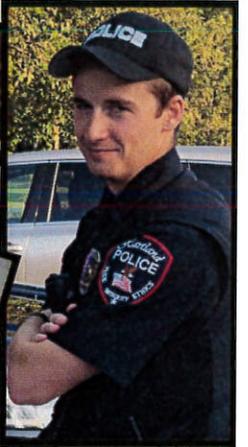
**Total Compliments for 2019: 63**

The department received 63 operation compliments for 19 different employees, and 10 department wide compliments. The types of compliments included: Professionalism, traffic stop encounters, assist other agency, effort on investigations, service calls and more.

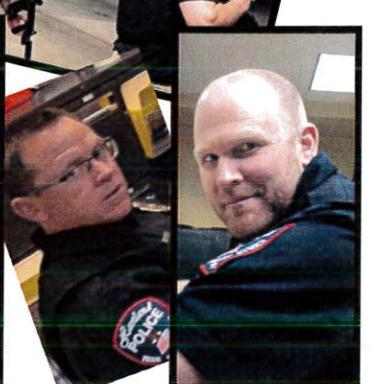
Your Police Department staff works very hard with the goal of building advocates in the community on Every Call with Every Citizen and on Every Contact.



# HARTLAND POLICE DEPARTMENT



HARTLAND POLICE DEPARTMENT 2019





**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment No.**

3

For (Project):		Crystal Drive Lift Station Modifications				Application Date:		2/6/2020	
Application Period:		To 12/31/2019				Engineer's Project No.: 09-10039.300			
A	B	C	D		E	F	G	H	
Specification Section No.	Description	Scheduled Value (\$)	Work Completed to Date		Total Work Completed to Date (D + E)	% Complete (F / C)	Balance to Finish (C - F)		
			From Previous Applications	This Period					
1	Bond and Insurance	\$ 4,000.00	\$ 4,000.00		\$ 4,000.00	100.0%	\$ -		
2	Arrow Building w/Generator	\$ 144,500.00	\$ 137,500.00	\$ 7,000.00	\$ 144,500.00	100.0%	\$ -		
3	Excavation & Concrete	\$ 13,500.00	\$ 13,500.00		\$ 13,500.00	100.0%	\$ -		
4	Electrical Site Work	\$ 19,600.00	\$ 15,600.00	\$ 4,000.00	\$ 19,600.00	100.0%	\$ -		
5	Start up and O&M's	\$ 2,000.00	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00		
6	Landscaping	\$ 7,400.00	\$ -		\$ -		\$ 7,400.00		
7	Gas & Electric Allowance	\$ -	\$ -		\$ -		\$ -		
<b>Totals</b>		<b>\$ 191,000.00</b>	<b>\$ 171,600.00</b>	<b>\$ 11,000.00</b>	<b>\$ 182,600.00</b>		<b>\$ 8,400.00</b>		



**Village of Hartland  
Administration**

210 Cottonwood Ave, Hartland, WI 53029  
[www.villageofhartland.com](http://www.villageofhartland.com)

<b>Committee:</b> Village Board	<b>Date:</b> 2/19/2020
<b>Village Board Item Number: 7</b>	<b>Date:</b> 2/24/2020
<b>Submitted By:</b> Tim Rhode, Village Administrator	
<b>Subject:</b> Discussion and Possible Action of approving GovTemps agreement for Dan Elsass as Interim Department of Public Works Director	

**Details:**

Staff presented two options during the January 27 2020 Village Board meeting for the replacement of the retired DPW Director from back in 2018. During that meeting, the Village Board selected Option 2, which partnered with GovTemps to recruit several qualified DPW Directors that would be interested in a short term 2-3 day/week employment agreement. The interim director would help establish updated work rules, organization development, and perform a complete review of DPW policy and procedures. Additionally, job duties would include evaluating staffing structure, helping to train DPW employees on the performance review process, as well as, coordinate with our Village consulting engineering staff on projects and grants.

Near the end of the Agreement, the candidate would help market and participate in the process of hiring a permanent Director of Public Works.

February 12, 2020 Village Staff, Ryan Baily, Darlene Igl, Mike Gerszewski, Dave Felkner, and I interviewed the top finalist Dan Elsass. Following the interview, Mr. Elsass received a tour of the Village and Village DPW facilities.

Mr. Elsass has just completed a similar job assignment with the City of Columbus and has over 25 years of municipal experience. Mr. Elsass resume is attached for detailed review. Mr. Elsass can start working for the Village asap.

**Financial Remarks:**

Attached is the GovTemps Agreement, which outlines the terms of employment with GovTemps. While the hourly wage is higher than a typical DPW Director, it includes all wages, benefits, and GovTemp fees. The Agreement is less than the Villages budgeted amount for the DPW Director on month by month basis.

**Options & Alternatives:**

Staff is looking for direction to authorize the Agreement or request additional candidates for review.

**Executive Recommendation:**

Please discuss and review the Agreement with GovTemps for Mr. Dan Elsass.  
Staff is requesting approval of the Agreement.

DANIEL F. ELSASS

711 S. Orchard Street #202, Madison, WI 53715

[elsass.dan@gmail.com](mailto:elsass.dan@gmail.com)

(c) 847-331-9709 or (608) 274-7430

<u>WORK EXPERIENCE</u>	<u>EXAMPLE OF DUTIES/OUTCOMES</u>	<u>YEARS/MONTHS</u>
<b>Elsass Executive Enterprises Madison &amp; Evanston, IL</b>	Offer consulting and interim manager services to local governments. Served as acting risk manager for Des Plaines, IL and public works director for Columbus, WI during transitions. Lead contractor for study of combining EMS and Fire Services and related personnel in the Cities of Fitchburg & Verona, WI.	<b>10/17-Current</b>
<b>HR Coordinator &amp; Risk Manager Village of Deerfield, IL (Chicago Suburb)</b>	Recruit, train, and evaluate personnel for work force of 170. Administer insurance plans for Village of 19,000. Created safety manuals & wellness plan.	<b>9/13-3/17 Retired</b>
<b>Municipal Consultant Public Admin. Associates</b>	Consulted with cities & villages on executive recruitment wage compensation plans, & organizational restructuring	<b>4.4</b>
<b>Interim Administrator Bellevue, WI</b>	Acting CAO and HR Director of Village of 15,000 until new administrator was hired & I trained. Assisted with TIF development which attracted first Costco store to the Fox Valley.	<b>.7</b>
<b>City Administrator Chippewa Falls, WI</b>	CAO of a city of 14,000, created annual budgets, conducted first citywide visioning process, and was personnel director.	<b>2.2</b>
<b>Local Government Specialist UW Extension/Cont. Ed.</b>	Advised local officials & UW-Extension county agents on Best Practices in budgeting, personnel, & service delivery.	<b>8.6</b>
<b>City Administrator Fitchburg, WI (Madison Area)</b>	First CAO of community of 22,000, I was the personnel director, budget director and comptroller. Created first employee handbook. Assisted in creating a 122 acre high tech industrial park with incubator.	<b>6.1</b>
<b>City Administrator Baraboo, WI</b>	Second CAO of a City of 11,000, I improved operations & capital budget process. Spearheaded intergovernmental relations with Sauk County, West Baraboo, and area towns on unified fire service	<b>1.8</b>

**Assist. County Administrator** Prepared annual budgets and monitored **4.2**  
**Rock County, WI** public safety depts., courts, & county jail expansion.

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**SPECIAL AREAS OF EXPERTISE**

- A. Local Government Process
- B. Economic Development and Tax Incentives
- C. Performance Based Budgeting
- D. Citizen Engagement and Community Visioning
- E. Employee Wage and Benefit Administration
- F. Recruitment of Management Employees
- G. Public Works and Transportation Planning and Borrowing

**EDUCATION & PROFESSIONAL DEVELOPMENT**

**Bachelors of Arts** – Wittenberg University, Springfield, Ohio

**Masters of Public Administration** – University of Tennessee, Knoxville, Tennessee

**Rotary International Fellow in Public Policy**—Victoria University, Wellington, New Zealand

**Member, International City-County Management Association** –1989-2016

**Member, National & State Employment and Labor Relations Associations (SHRM, IPELRA, & NPELRA)** – 2005-2017

**COMMUNITY INVOLVEMENT**

**Member of Rotary International**—1995-2012

**Member three terms on Verona Area School Board, Two terms Finance Chair and one term Vice President**

**Youth Soccer and Basketball Coach**

**Member Arboretum Co-Housing Inc., Construction and Finance Committees and, Co-Treasurer and Governing Board Member for two years**

**PAGE THREE – Elsass Resume**

**Professional References for Elsass Executive Enterprises**

1. Patrick Vander Sanden, City Administrator  
**City of Columbus**  
**105 N. Dickason Street**  
**Columbus, WI 53925**  
**(920) 623-5900**  
**[pvandersanden@columbuswi.us](mailto:pvaardersanden@columbuswi.us)**
  
2. Dr. Stephen Hintz  
**Co-Founder, Public Administration Associates and Professor Emeritus, University of WI Oshkosh. Also former Executive Secretary, Wisconsin City-County Managers Association**  
**Box Office 282, Oshkosh, WI 54903**  
**920-231-9714**  
**[Hintz559@sbcglobal.net](mailto:Hintz559@sbcglobal.net)**
  
3. Kent Street, Village Manager  
**Village of Deerfield**  
**850 Waukegan Road**  
**Deerfield, Illinois 60015**  
**(847) 719-7401**  
**[kstreet@deerfield.il.us](mailto:kstreet@deerfield.il.us)**
  
4. John Light, Human Resources Director  
**City of Des Plaines, IL**  
**1420 Miner Street**  
**Des Plaines, IL 60016**  
**(847) 391-5651**  
**[jlight@desplaines.org](mailto:jlight@desplaines.org)**
  
5. Craig Beyl  
**Former Village President, Village of Bellevue, WI**  
**2967 Mayflower Road**  
**Green Bay, WI 54311**  
**920-465-6872**



## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the **VILLAGE of HARTLAND** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Assigned Employee.** The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

**Section 2.01. Payment of Wages.** GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance,

order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

**Section 2.03. Employee Benefits.** GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemps.** GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

**Section 2.07. Obligations of the Client.** Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

### **SECTION 3 FEES PAYABLE TO GOVTEMPS**

**Section 3.01. Fees.** The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02. Increase in Fees.** GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

**Section 3.03. Payment Method.** Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

## **SECTION 4 INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

**Section 4.02. Certificate of Insurance.** Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Term and Effective Date.** The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement to execute Temp-to Hire Option.** At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law.

Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

**Section 6.03. Survival.** The provisions of Section 6 survive the expiration or termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Client.** The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

**Section 7.03. Indemnification Procedures.** The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying

Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of Section 7 survive the expiration or termination of this Agreement.

## **SECTION 8 MISCELLANEOUS PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

**Section 8.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

**Section 8.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

**Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

**Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 8.08. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.09. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.12. Force Majeure.** GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

## **SECTION 9 DISPUTE RESOLUTION**

**Section 9.01. Good Faith Attempt to Settle.** The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

**Section 9.02. Governing Law/Jurisdiction.** If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

**Section 9.03. Attorneys' Fees.** The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

## **SECTION 10**

## NOTICES

**Section 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC  
630 Dundee Road Suite 130  
Northbrook, Illinois 60062  
Attention: Michael J. Earl  
Telephone: 224-261-8366  
Electronic Mail: mearl@govhrusa.com

If to the Client:

VILLAGE OF HARTLAND  
210 Cottonwood Road  
Hartland, WI 53029  
Attention: Timothy Rhode  
Telephone: 262-367-2714  
Electronic Mail: timr@villageofhartland.com

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

**GOVTEMPSUSA, LLC,**  
an Illinois limited liability company

By 

Name: Joellen J. Cademartori  
Title: President and Co-Owner

Effective Date: February 26, 2020

**CLIENT**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**ASSIGNED EMPLOYEE:** Dan Elsass

**POSITION/ASSIGNMENT:** Interim Director of Public Works

Village of Hartland, WI

**POSITION TERM:** February 26, 2020 – June 5, 2020

Agreement may be extended for up to an additional three months (September 4, 2020) with agreement between all parties.

**BASE COMPENSATION:** \$91/hour only for hours worked. Hours per week will

vary but assigned employee is estimated to work 24 hours/week. Work schedule shall be determined between the Client and the assigned employee. Hours should

be reported via email to [payroll@govtempusa.com](mailto:payroll@govtempusa.com) on the Monday after the prior

work week. The Client will be invoiced every other week for hours worked.

**GOVTEMPSUSA, LLC:**

**CLIENT:**

By: 

By: \_\_\_\_\_

Date: February 26, 2020

Date: \_\_\_\_\_

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

**EXHIBIT B**  
**Summary of Benefits**

The Client shall be responsible for reimbursing assigned employee for up to two nights lodging per week during the position term, if requested by employee.