



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

VILLAGE BOARD AGENDA
MONDAY, JANUARY 12, 2015
7:00 PM

BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Roll Call

Pledge of Allegiance – President Lamerand

Swearing In of Dave Dean as Interim Fire Chief and introduction of Command Staff

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 December 22, 2014.
2. Consideration of a motion to approve the vouchers for payment.
3. Consideration of actions related to Licenses and Permits
 - a. Actions related to the consideration of the issuance of a Class "B" Beer License and a "Class B" Liquor License for the premise located at 110 W. Capitol Dr. (Board & Brush Creative Studio, Julie Selby, Agent)
 - i. **PUBLIC HEARING**
 - ii. Consideration of an action related to issuance of a Class "B" Beer License and a "Class B" Liquor License for the premise located at 110 W. Capitol Dr. to Board & Brush Creative Studio, Julie Selby, Agent.
 - b. Consideration of a motion to approve Operator (Bartender) Licenses with terms ending June 30, 2016.
 - c. Consideration of a motion to approve a Cabaret License with term ending June 30, 2015.

Items related to the Hartland River Walk Apartments

4. Consideration of Bill for An Ordinance No. 12/08/2014-01, "An Ordinance Adopting An Amendment To The Village Of Hartland Comprehensive Development Plan: 2035."
5. Consideration of Resolution No. 12-22-14-01, "Final Resolution Concerning Discontinuance Of A Portion Of The Oak Street Right-Of-Way."
6. Consideration of Bill for an Ordinance No. 12/08/2014-02 "An Ordinance to Amend the Official Zoning Map Of The Village Of Hartland."

Others items for consideration

7. Discussion related to downtown TIF District.
8. Consideration of a motion to approve a reduction to standby letter of credit for Sanctuary of Hartland, LLC.
9. Consideration of a motion to approve the 2015/2016 Village Engineer Services Agreement with Ruekert Mielke.
10. Consideration of a motion to accept the resignation of Connie Casper from the Plan Commission and Architectural Review Board.
11. 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.
12. Adjourn.

David E. Cox, Village Administrator

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

VILLAGE BOARD MINUTES
MONDAY, DECEMBER 22, 2014
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Roll Call

Pledge of Allegiance – Trustee Landwehr

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

Others: Administrator Cox, Clerk Igl, Police Captain Bagin, Finance Director Bailey, DPW Director Einweck, Steve Martinez (Lake Country Reporter), Katherine Michalets (Waukesha Freeman), Developer Joe McCormick

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

1. Motion (Meyers/Swenson) to approve Village Board minutes of December 8, 2014. Carried (7-0).
2. Motion (Landwehr/Swenson) to approve the vouchers for payment in the amount of \$142,792.76. Carried (6-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits
 - a. **PUBLIC HEARING** for the consideration of the issuance of a Class "B" Beer License and a "Class C" Wine for the premise located at 212 E. Capitol Dr. (The Pink Mocha, Heidi Nugent, Agent)

President Lamerand opened the public hearing at 7:03 p.m. No comments were heard. Public hearing was closed at 7:03 p.m. Motion (Compton/Stevens) to approve the issuance of a Class "B" Beer and "Class C" Wine license for The Pink Mocha, Heidi Nugent, Agent subject to contingencies as recommended. Carried (7-0).

- b. Motion (Meyers/Wallschlager) to approve Operator (Bartender) License with term ending June 30, 2016. Carried (7-0).
- c. Hearing related to revocation of Class "B" Beer and "Class B" Liquor licenses issued to Lauer Enterprises, Inc. (dba Slugger's), 1270 E Capitol Dr.
 - i. Consideration of official action related to the revocation.

It was stated that this issue was resolved with Mark Lauer and the license previously issued to Slugger's has been surrendered. No action was required by the Village Board.

Motion (Stevens/Landwehr) to refund \$300 of the liquor license fee to Mark Lauer, Lauer Enterprises, LLC.

Items related to the Hartland River Walk Apartments

4. **PUBLIC HEARING** regarding an amendment to the Village Of Hartland Comprehensive Development Plan: 2035 to designate the land use of three properties abutting Oak Street and Lawn Street from Medium Density Residential to Mixed Use Commercial/Residential.

President Lamerand opened the Public Hearing at 7:06 p.m. Comments were received from a resident regarding concerns about the density of the apartments. Another resident who resides on the corner of Church and Lawn Street raised concerns about traffic, cars not stopping at the intersection and a feeling of being cut off from the space near the river with the proposed construction. Mary Pfeiffer, 617 E. Capitol Drive, commented that she is concerned about changing the flavor of the Village with construction of three story apartments and is concerned about the density, parking and traffic. A resident of Lawn Street stated that he is concerned with the volume of traffic that will be added, whether there will be adequate parking and heavy density.

Developer Joe McCormick stated that he is available to answer questions or review plans if desired. Trustee Wallschlager stated that she believes that the parking proposed does not meet the requirements. Mr. McCormick stated that the proposed parking is based on his experience in other developments. Trustee Wallschlager also stated that the parking spaces do not appear to meet the required square footage. She further stated that the Village needs to maximize the asset of the Bark River and feels that the Village should encourage retail development first.

The Public Hearing was declared closed at 7:16 p.m.

5. **PUBLIC HEARING** regarding the proposed vacation of the Oak Street Right of Way from Lawn Street to its southern terminus.

President Lamerand opened the Public Hearing at 7:16 p.m. Administrator Cox stated that after staff review of the project, the final request for vacation of the right of way includes an area in the northeast portion adjacent to what is referred to as "Building 2". The right of way to be vacated was identified on Exhibit A which was attached to the Resolution for consideration.

Administrator Cox stated that if the project is approved the Village will ultimately transact the properties to the developer as part of financing proposal. The area to be vacated is about 1,300 square feet. It is intended that there will be a public walkway in the remaining right of way.

The Public Hearing was declared closed at 7:21 p.m.

6. **PUBLIC HEARING** regarding rezoning the properties involved in the Riverwalk Apartments development from B-3 Central Business/Mixed Use District to B-3 Central Business/Mixed Use District with a Planned Unit Development Overlay.

President Lamerand opened the Public Hearing at 7:21 p.m. Administrator Cox stated that the intent of the Planned Unit Development Overlay is to provide the Village the flexibility in the zoning code to work through the proposed project which has multiple uses on one parcel. The ordinance that would affect this change wouldn't take effect until there is a final executed planned unit development agreement for the project. The Plan Commission has requested specifically that the project come back with details they requested before they are ready to make approval and recommendations to the Board.

The Public Hearing was declared closed at 7:24 p.m.

7. Consideration of Bill for An Ordinance No. 12/08/2014-01, "An Ordinance Adopting An Amendment To The Village Of Hartland Comprehensive Development Plan: 2035."

This was a second reading of the proposed ordinance. This item was carried over to the next Village Board meeting.

8. Consideration of Resolution No. 12-22-14-01, "Final Resolution Concerning Discontinuance Of A Portion Of The Oak Street Right-Of-Way."

Motion (Landwehr/Swenson) to carry this item over to the next Village Board meeting. Carried (7-0).

9. Consideration of Bill for an Ordinance No. 12/08/2014-02 "An Ordinance to Amend the Official Zoning Map Of The Village Of Hartland."

This item was carried over to the next Village Board meeting.

Others items for consideration

10. Consideration Of Bill For An Ordinance No. 12/22/2014-01 "An Ordinance To Amend Chapter 14 And Appendix A Of The Village Of Hartland Municipal Code Pertaining To Animals And Fee Schedule."

Motion (Wallschlager/Stevens) to suspend the rules. Carried (7-0).

Motion (Stevens/Wallschlager) to adopt Ordinance No. 12/22/2014-01 "An Ordinance To Amend Chapter 14 And Appendix A Of The Village Of Hartland Municipal Code Pertaining To Animals And Fee Schedule." Carried (7-0).

11. Motion (Compton/Landwehr) to approve an Extraterritorial Certified Survey Map for the Russell Greiber property at W307 N5460 Anderson Road in the Town Of Merton. Carried (7-0).
12. Motion (Meyers/Swenson) to approve a reduction to standby letter of credit for Sanctuary of Hartland, LLC. Carried (7-0).
13. Motion (Meyers/Landwehr) to approve the wage and employment agreement with Dave Dean to serve as Interim Fire Chief. Carried (7-0).

14. Proclamation in Recognition of Service for Allen "Augie" Wilde.

This item was carried over to a future Village Board meeting.

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

President Lamerand thanked residents for their continued support of the Village Board and the progress that has been made on the many projects.

On behalf of the Village Board he wished all a Merry Christmas and a Happy New Year.

16. Consideration of a motion to recess to closed session pursuant to State Statutes §19.85(1)(c), Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the Village Administrator and to adjourn thereafter without reconvening into open session pursuant to SS 19.95 (2).

Roll call vote taken. All ayes. Carried (7-0). Meeting recessed to closed session at 7:31 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

MEMORANDUM

TO: President and Village Board

FROM: David E. Cox, Village Administrator
Darlene Igl, Village Clerk

DATE: January 9, 2015

SUBJECT: Liquor License Issuance Policy

As you will note, the agenda for Monday includes consideration of issuance of a "Class B" Intoxicating Liquor License to Board & Brush, LLC, which intends to use the license in order to serve wine to individuals who attend classes and events at the studio. In fact, use of this license is the only method currently available under State Law for any establishment other than a restaurant to legally serve wine to their patrons. However, the issuance of a "Class B" Intoxicating Liquor License to such a location bears careful consideration by the Village Board.

As you may be aware, State Law limits the number of "Class B" Intoxicating Liquor Licenses available to a given municipality. The so called "quota" system in the State was updated in the late 1990's to cap the number of "regular" licenses and to create a pool of "Reserve" licenses for each municipality to issue. In 1997, upon review of the new State Statute, the Village had 13 regular license and three Reserve licenses. Based on State Statute 125.51(4)(br)(1)(e) and based on growth of the Village, Hartland has an additional two Reserve licenses available for a total of 18 licenses. Recall that Reserve licenses carry an initial issuance fee of \$10,000 but that the Village offers an annual economic development grant of \$3,000 for each of three years to holders of these licenses.

As of this writing, the Village has issued 12 regular "Class B" Intoxicating Liquor Licenses and two Reserve "Class B" Intoxicating Liquor Licenses (14 of our available 18). The one regular liquor license is available due to the surrender of the license previously held by Lauer Enterprises (Slugger's). Based on the law, if approved, the license for Board & Brush, LLC would be a regular license. Future licenses would be Reserve licenses and staff is aware of requests that will be forthcoming.

Issuance of a full "Class B" Liquor license to a business other than a restaurant/bar has not taken place previously in the Village to our knowledge. The Board is urged to carefully consider the ramifications of issuing one of limited number of licenses to an establishment that is a non-typical type of licensed establishment. Not only does this limit the available licenses for restaurants and bars and make the initial issuance of a license very expensive, there may be several other businesses such as salons or spas that would also be interested in offering wine to customers who may seek the available licenses. While staff is not advocating one way or the other, we simply want the Board to fully understand the situation before it makes a decision.

**VILLAGE OF HARTLAND
LICENSES AND PERMITS
JANUARY 12, 2015**

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

Gabriel Kaleb Wickey

Laura Beth Borchardt

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

CLASS "B" BEER/"CLASS B" LIQUOR LICENSE

Applicant: Board & Brush Creative Studio
Location: 110 W. Capitol Drive
Agent: Julie Selby

The following documents are complete and on file:

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

The Board may approve contingent upon the following:

- Certificate of Completion of Responsible Beverage Server Course
- Proof of Lease

Cabaret License – expires June 30, 2015

Maricela Feker, Hartland Hospitality Group (dba Zesti), 130 E Capitol Drive

MEMORANDUM

TO: President and Village Board
FROM: David E. Cox, Village Administrator
DATE: January 9, 2015
SUBJECT: Downtown TIF



As the Board may recall, the Village created TIF District #4 in the summer of 2008 with an effective date of January 1, 2008 and then significantly modified the District's boundaries and revised the project plan in September 2011 with an effective date of January 1, 2012. TIF #4 is set to expire in 2028. The current boundaries of TIF #4 include the properties on the north side of East Capitol Drive between Church Street and North Avenue plus the commercial properties on the east side of North Avenue and the residential properties on the south side of Lawn Street west of the alley.

TIF #4 was reduced in size primarily related to the economic downturn in order to provide the District with a better chance to realize improved value. However, considering the corrected Base Value and the January 1, 2014 actual values as determined by the DOR, TIF #4 has a negative increment of \$389,600. This negative increment is the net effect of not only improvements in the District (Emanuele and Haut) but significant losses in values, which have offset the increased value realized from the Emanuele improvement. The proposed Riverwalk development is expected to have a major impact on the District's increment. According to the developer's initial TIF support request the new development is anticipated to have an assessed value of \$8.5 million. Netting this amount against the existing value on the involved parcels (approximately \$1.1 million) and the existing TIF #4 negative increment leaves an estimated increment in the District when the Riverwalk is at full value of about \$7 million. That increment value notwithstanding, the remaining life in the District when this value is achieved will be 10 or 11 tax years (about half its life), which still leaves significant pressure on TIF #4 finances considering its existing obligations and anticipated assistance for Riverwalk.

Staff would like the Village Board to consider the possibility of further reducing the boundaries of TIF District #4 to include only the Emanuele and Haut building and immediately adjoining properties with positive increment. Once that is complete, staff proposes creating a new TIF District (#6) to support the Riverwalk development.

Reducing the size of TIF #4 would immediately (1/1/2015 for the 2016 tax year) create nearly \$1 million of increment in the District primarily generated by Emanuele's building. Over the remaining life, this increment is expected to provide funds approximately equal to the obligations related to the Emanuele building. Other out-of-pocket expenses of the Village related to the original TIF #4 such as professional services and the acquisition of the properties on Oak Street

President and Village Board - Downtown TIF

January 9, 2015

Page 2

would not be covered. However, a new TIF #6 would be expected to generate an increment of approximately \$7.4 million when it does not have to overcome the existing negative increment. Additionally, this increment would be available for approximately 18 or 19 years without question generating sufficient funds to appropriately support Riverwalk and the related projects being considered. Together, assuming the Riverwalk development occurs, the two-District concept would be expected to have over \$8 million in increment as opposed to the unchanged TIF #4, which would have about \$7 million of increment.

If this concept is acceptable to the Village Board, staff will begin to work with our TIF attorney to develop the proper documents and to coordinate the process, which will involve various public meetings of the Village Board and the Joint Review Board (an outside review body comprised of representatives of the other taxing authorities).

DCBoard TIF Discussion

cc: Darlene Igl, Village Clerk
Ryan Bailey, Finance Director
William Taibl, TIF Attorney, von Briesen & Roper

MEMO

TO: David E. Cox, Village Administrator
FROM: Michael Einweck, Director of Public Works
DATE: January 7, 2015
SUBJECT: Sanctuary of Hartland Subdivision
Security Reduction

The developer, Mr. Chris Miller of Miller Marriott Construction Co., has requested a reduction in the letter of credit security for the Sanctuary of Hartland Subdivision construction items that have been completed. The request has been reviewed and checked by the Village Engineer, Ruekert - Mielke (please see attached). I have also reviewed the request and am in agreement that the work has been completed. This is the second request for security reduction.

The existing letter of credit may be reduced from the current balance of \$1,229,699.10 to \$1,222,328.10. This is a reduction in the amount of \$7,371.00. If approved by the Board, staff will contact the issuer of the security with the new amount contingent upon receiving the lien waivers from the first reduction. The remaining balance is adequate to cover the remaining construction work and the ten percent guarantee security.

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

Attachments

cc: Darlene Igl, Village Clerk
Ryan Bailey, Finance Director/Treasurer
Ryan Amtmann, Village Engineer



MILLER MARRIOTT
CONSTRUCTION CO. LLC

December 19, 2014

Village of Hartland
Attn: Mike Einweck
210 Cottonwood Ave
Hartland, WI 53029

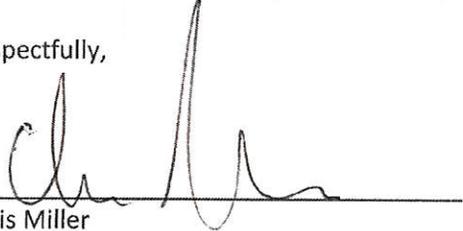
We all agree that the attached work described on the project draw dated 12/19/2014 has been completed.

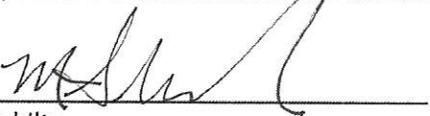
We also agree that:

- 1) Dollar value of work is accurate.
- 2) Work has been completed in a good and workmanlike manner in compliance w/ the Plat and applicable plans and specifications.
- 3) No liens will attach to this site.
- 4) The dollar value of the work completed is reasonable.

We would like to ask at this time that you perform an inspection (if needed) and grant us a reduction in our letter of credit amount per our developer's agreement.

Respectfully,

X 
Chris Miller
Owner, Miller Marriott Construction Co. LLC

X 
Mike Schiltz
Evergreen Development Group

X 
Josh Pudelko
Owner, Trio Engineering LLC

January 7, 2015

Mr. Michael Einweck, P.E.
Director of Public Works
Municipal Building
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

RE: Sanctuary of Hartland
Letter of Credit Reduction

Dear Mike:

I have reviewed Miller Marriott's second request to reduce the Letter of Credit amount by \$7,371.00. I am in agreement with this request and recommend that the Village Board reduce the Letter of Credit to \$1,222,328.10. This recommendation is based upon site visits performed by Ruekert/Mielke and confirmed quantity estimates with Village Staff.

If you should have any questions regarding this recommendation, please feel free to contact me.

Very truly yours,

RUEKERT & MIELKE, INC.



Jerad J. Wegner, P.E. (WI)
Project Engineer
jwegner@ruekert-mielke.com

JJW:sjs

cc: Ryan T. Amtmann, P.E., Ruekert / Mielke
File

APPLICATION AND CERTIFICATE FOR PAYMENT

Revised 12/31/2014

TO OWNER:
Securant Bank/Village of Hartland

PROJECT:
Sanctuary of Hartland Subdivision

APPLICATION #: 2
PERIOD TO: 12/19/14
PROJECT NOS:

Distribution to:

FROM CONTRACTOR:
Miller Marriott Construction Co.

ENGINEERS:
Evergreen Development Group/Mike Schiltz
Trio Engineering, LLC

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

CONTRACT DATE: 10/30/14

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,315,156.10
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 1,315,156.10
4. TOTAL COMPLETED & STORED TO DATE- (Column G on Continuation Sheet)	\$ 103,143.00

RETAINAGE:

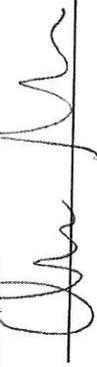
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 10,314.30
b. of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 10,314.30

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 92,828.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 85,457.70
8. CURRENT PAYMENT DUE	\$ 7,371.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,222,327.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: 

Date: 12/31/2014

State of:

County of:

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 7,371.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER

By: 

Date: 12/31/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 2

PROJECT:

APPLICATION DATE: 12/19/14

Sanctuary of Hartland Subdivision

PERIOD TO: 19-Dec-14

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
		Scheduled Value	Scheduled Value	From Previous Application (D + E)	Work Completed This Period					
1	Erosion Control (Rams)	51,200.00		4,095.00				4,095.00	47,105.00	409.50
2	Tree Clearing (Rams)	35,500.00		28,400.00				28,400.00	7,100.00	2,840.00
3	Site Grading (Rams)	218,950.00		62,458.00		8,190.00		70,648.00	148,302.00	7,064.80
4	Sanitary Sewer (DF Tomasini)	163,377.00							163,377.00	
5	Watermain (DF Tomasini)	199,084.00							199,084.00	
6	Storm Sewer (DF Tomasini)	117,339.00							117,339.00	
7	Curb & Gutter (Payne & Dolan)	38,681.00							38,681.00	
8	Asphalt Pavement (Payne & Dolan)	183,965.00							183,965.00	
9	Concrete Sidewalks (Payne & Dolan)	30,680.00							30,680.00	
10	Landscaping (Breezy Hill)	73,338.00							73,338.00	
11	Fencing	24,000.00							24,000.00	
12	Entrance Lighting	7,500.00							7,500.00	
13										
14	15% Maintenance Amount	171,542.10							171,542.10	
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	SUBTOTALS PAGE 2	1,315,156.10		94,953.00		8,190.00		103,143.00	1,212,013.10	10,314.30

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO: Miller Marriott Custom Home, LLC. PROJECT: Sanctuary of Hartland
 361 Pawling Avenue
 Hartland, WI 53029

FROM: Rams Contracting, LTD.
 PO Box 398
 Lannon, WI 53046

Application Number: 3
 Period to: 12/18/20.4
 Contract date: 10/24/20.4

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		
Change Orders Approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$0.00	\$0.00
Approved this month		
Number	Date approved	
Net Change by Change Orders	TOTAL \$0.00	\$0.00

1. ORIGINAL CONTRACT SUM \$305,653.00
 2. NET CHANGE BY CHANGE ORDERS \$0.00
 3. CONTRACT SUM TO DATE (LINE 1 & 2) \$305,653.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$103,143.00
 5. RETAINAGE
 - a. of Completed Work (Column D+E on G703) \$0.00
 - b. of Stored Material (Column F on G703) \$0.00
- Total retainage (line 5a + 5b) \$8.00
 TOTAL EARNED LESS RETAINAGE \$103,143.00
- PAYMENT (Line 6 from prior Certificate) \$94,953.00
 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$8,199.00
 \$202,507.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: RAMS CONTRACTING, LTD.

By: *[Signature]* Date: 12/18/2014

Notary Public
 State of Wisconsin
 My Commission Expires: 12/03/2017

County of: Waushara
 signed and sworn to before me the 18th day of December 2014

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1963 EDITION AIA 819B
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON D.C. 20006

AMOUNT CERTIFIED \$
 Attach explanation if amount certified differs from the amount applied for.
 ARCHITECT:

By: _____ Date: _____
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PREVIOUS APPLICATIONS	E WORK COMPLETED		F STORED MATERIALS	G TOTAL COMPLETED & STORED TO DATE	H BALANCE TO FINISH
				QUANTITIES THIS PERIOD	AMOUNT EARNED THIS PERIOD			
1	Site demo	\$35,500.00	80.00%	0.00%	\$0.00	\$0.00	\$28,400.00	\$7,100.00
2	Common excavation	\$169,700.00	34.00%	0.00%	\$0.00	\$0.00	\$57,598.00	\$112,102.00
3	Finish grading	\$59,500.00	8.00%	0.00%	\$0.00	\$0.00	\$4,760.00	\$54,740.00
4	Site restoration	\$40,950.00	10.00%	20.00%	\$8,190.00	\$0.00	\$12,285.00	\$28,665.00
TOTALS		\$305,650.00	\$94,952.00	\$8,190.00	\$8,190.00	\$0.00	\$103,143.00	\$202,507.00

APPLICATION NUMBER: 3

APPLICATION DATE: 12/18/2014

PERIOD FROM: 11/26/2014

TO: 12/18/2014

PROJECT NAME: Sanctuary of Hartland

January 6, 2015

Mr. David Cox
Administrator
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

RE: 2015-2016 Engineering Services Agreement

Dear Mr. Cox:

Following up on our meeting, I am enclosing the signed agreement for Village Engineering Services for 2015 and 2016.

As we discussed, we have been providing Village Engineering Services since 2009 utilizing two similar and consecutive two-year agreements. Please sign and date the enclosed agreement, keep one copy for you records and return one to our office.

If you have any questions, please feel free to call me. I look forward to continuing to work with you and your team.

Very truly yours,

RUEKERT/MIELKE



Ryan T. Amtmann, P.E.
Principal/Vice President

RTA:crp
Enclosure
cc: Jerad J. Wegner, P.E., Ruekert/Mielke
File

**AGREEMENT FOR VILLAGE ENGINEER SERVICES FOR 2015 AND 2016
FOR THE VILLAGE OF HARTLAND**

IT IS HEREBY AGREED that Ryan T. Amtmann and the firm of Ruekert & Mielke, Inc. be appointed Village Engineer for the Village of Hartland pursuant to sec. 2-186 Village of Hartland Code of Ordinances and subject to the terms and conditions of this Agreement.

RECITALS

1. Village is a Wisconsin municipal corporation engaged in the practice of local government in Waukesha County, Wisconsin.
2. The Village Engineer has been engaged in and has had a great deal of experience in municipal and civil engineering.
3. Both parties are willing to enter into this Agreement.
4. For the above reasons, and in consideration of the mutual promises and agreements hereinafter set forth, Village and the Village Engineer agree as follows:

SECTION I: DUTIES AND RESPONSIBILITIES

Village hereby engages Ryan T. Amtmann and the firm of Ruekert & Mielke, Inc. as the Village Engineer for the Village of Hartland, Wisconsin, to perform the following duties and services.

1. To perform duties as identified in Exhibit "A" of this agreement including engineering for the Water and Sewer Utilities.
2. To perform such other municipal engineering duties and have such other responsibilities, not inconsistent with law, as shall from time to time be prescribed or directed.
3. To attend Village Board Meetings upon request and other requested meetings that may require the Village Engineer's expertise.
4. To serve as a voting member of the Hartland Plan Commission pursuant to Wisconsin Statutes 62.23(1).

The Village Engineer hereby accepts and agrees to such engagement, subject to the general supervision and pursuant to the order, advice and direction of the Village Board and Village Administrator.

SECTION II: PRIMARY ENGINEER/ASSIGNABILITY

Ryan T. Amtmann shall be identified and shall serve as the Village Engineer. Other personnel in the firm may directly service the needs of the Village under the direction and coordination of Ryan T. Amtmann and with the consent of the Village.

Agreement for Village Engineer Services
2015 and 2016
January 6, 2015
Page 2

SECTION III: TERM OF AGREEMENT

The term of this agreement shall be two years commencing January 1, 2015, and terminating December 31, 2016, subject, however, to prior termination as provided in Section IV. Compensation rates for all services must be approved on an annual basis by the Village Board for the term of this Agreement. At least three (3) months prior to the expiration of this Agreement the Village and Village Engineer shall renegotiate the terms of this Agreement. In the event that mutually agreeable terms cannot be reached, then this Agreement shall terminate on December 31, 2016 as provided hereof.

SECTION IV: TERMINATION

Notwithstanding to the provisions of Section III above, either party upon written notice to the other party, may terminate this Agreement on the expiration of 30 days from the receipt of written notice.

SECTION V: COMPENSATION

The Village shall pay for the services provided under this Agreement at rates as listed in Exhibit "B". Ryan Amtmann will be billed at \$138.00/hour, which represents a \$22/hour reduction from his standard billing rate for the term of this agreement. Jerad Wegner will be billed at \$124/hour, which represents a \$10/hour reduction from his standard billing rate for the term of this agreement. Ryan Amtmann's time to attend the first hour of Plan Commission meetings will not be charged.

- A. The Village Engineer shall submit to the Village Administrator a detailed itemized statement each month reflecting the total time worked, who did the work, and the nature of the work performed in the previous month. The Village shall pay amounts due within thirty (30) days of the receipt of the itemized statement.
- B. The Village shall not provide secretarial services or employment benefits of any kind to the Village Engineer.
- C. The Village shall reimburse the Village Engineer for all disbursements the firm makes in connection with the services provided to the Village including such items as long distance telephone calls, mileage, postage, filing fees, and necessary copies.

SECTION VI: CONFLICT OF INTEREST

The Village Engineer shall not advise or represent any other client in matters directly related to Village affairs, or in real or potential conflict of interest with the Village. The Village Engineer shall notify the Village Board promptly of any real or potential conflicts of interest as they arise. The firm shall withdraw from a matter as a result of any real or potential conflict of interest and request the Village appoint alternative engineering professionals for that matter.

Agreement for Village Engineer Services
2015 and 2016
January 6, 2015
Page 3

SECTION VII: VILLAGE RECORDS AND FILES

Upon the expiration of the term or upon earlier termination of this contract, the Village Engineer shall promptly deliver all of the files (original and electronic copies of all documents) related to the services it performed to the Village. The Village may reproduce copies of the Village Engineer's files at the Village's expense.

SECTION VIII: MODIFICATION OF CONTRACT

No waiver or modification of this Agreement or for any covenants, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, fully executed as aforesaid. The parties further agree that the provisions of this section may not be waived, except as specifically herein set forth.

Dated this 6 day of January, 2015.

RUEKERT & MIELKE, INC.

By: Steve C. Wurster
Steve C. Wurster, P.E.
Vice President/COO

By: Ryan T. Amtmann
Ryan T. Amtmann, P.E.
Principal/Vice President

VILLAGE OF HARTLAND

By: _____
David C. Lamerand
Village President

ATTEST:

By: _____
Darlene Igl
Village Clerk

EXHIBIT "A"

VILLAGE ENGINEER
DESCRIPTION OF SERVICESScope of Services

The Village Engineer shall perform all engineering support activities as requested by the Village Board, Plan Commission, Park Board, Village Administrator or Department Heads. The Village Engineer will report directly to the Village Administrator.

The Village at times may hire other consultants to perform specialized engineering work, such as structural/bridge design, mechanical, electrical and HVAC engineering, parks/recreational studies, etc. The Village Engineer at a minimum will be responsible for the following work in cooperation with the Director of Public Works:

- 1) Attend meetings as requested, including the following:
 - a) Village Board, 0-2 per month,
 - b) Plan Commission, 1 per month,
 - c) Public Hearings, as necessary
 - d) Other special meetings, as necessary.

- 2) Planning work as requested, including the following:
 - a) Review and comment on projects submitted by developers,
 - b) Preparation of ordinances and revisions,
 - c) Review and preparation of miscellaneous plans,
 - d) Preparation of long range utility plans, capital project improvement plans,
 - e) Review of floodplain information,
 - f) Coordination with other local, county, state & federal agencies,
 - g) Planning survey work,
 - h) Preliminary cost estimates,
 - i) Preparation of legal descriptions, easements, maps, etc.

- 3) Design engineering as requested including but not limited to the following:
 - a) Preparation of plans, specifications and cost estimates for capital improvement projects,
 - b) Preparation of special assessment reports,
 - c) Design survey work,
 - d) Coordination with various agencies.

Exhibit A: Description of Services
January 6, 2014
Page 2

- 4) Construction engineering as requested, including but not limited to the following:
 - a) Construction staking,
 - b) Inspection and testing
 - c) Follow-up design work
 - d) Review of pay requests
 - e) Final project inspections
 - f) Coordination with various agencies
 - g) Preparation of as-built plans

- 5) General activities and responsibilities as necessary to complete the above listed activities:
 - a) All management and supervisory personnel
 - b) Graphics services and supervisory personnel
 - c) Survey services and personnel

**RUEKERT & MIELKE, INC.
2015 RATE SCHEDULE - WI**

	<u>2015 Rate</u>
<u>ENGINEERING SERVICES</u>	
Engineer 9 (Company President)	\$210.00
Engineer 8 (Vice President)	185.00
Engineer 7 (Team Leader)	160.00
Water/Wastewater Engineer 7	170.00
Engineer 6 (Senior PM)	144.00
Water/Wastewater Engineer 6 (Senior PM)	154.00
Engineer 5 (PM)	134.00
Engineer 4 (Proj Engineer)	124.00
Engineer 3	104.00
Engineer 2	99.00
Engineer 1	86.00
Senior Engineer Technician	120.00
Engineer Technician 3	100.00
Engineer Technician 2	90.00
Engineer Technician 1	80.00
 <u>LANDSCAPE ARCHITECT SERVICES</u>	
Senior Landscape Architect	114.00
 <u>MUNICIPAL ECONOMICS & PLANNING SERVICES</u>	
Senior Economic Consultant	160.00
Senior Planning Consultant	110.00
 <u>IT/GIS TECHNICIAN SERVICES</u>	
Infrastructure Strategy Consultant	155.00
IT/GIS Analyst 4	140.00
IT/GIS Analyst 2	115.00
IT/GIS Analyst 1	102.00
IT/GIS Technician 2	90.00
IT/GIS Technician 1	80.00
 <u>SCADA SERVICES</u>	
Senior SCADA Analyst	160.00
 <u>SURVEYING SERVICES</u>	
Professional Land Surveyor	114.00
Crew Chief / Surveyor	104.00
Surveying Technician	75.00
 <u>CONSTRUCTION REVIEW SERVICES</u>	
Construction Review Manager	130.00
Senior Construction Review Technician	88.00
Construction Review Technician 2	75.00
Construction Review Technician 1	64.00
 <u>ADMINISTRATIVE SERVICES</u>	
Certified Public Accountant (Company CFO)	160.00
Project Assistant	63.00
Administrative Assistant	63.00

Note: Overtime rates will be 125% of standard rate for construction review services

RUEKERT & MIELKE, INC.
2015 RATE SCHEDULE - WI

<u>MISCELLANEOUS</u>	<u>2015 Rate</u>
Mileage	
For Engineers and Technicians	.56/mile
For Construction Review Technicians	.60/mile
For Survey Crews	.68/mile
Print reproductions	.30/sq. foot
Color copies	.30/page
B&W copies	.10/page
Color plots	2.50/sq. foot
Scanning	.30/scan
Flow Probe	100.00/day
GPS equipment	100.00/day
ATV fee	100.00/day
Robotics equipment	100.00/day
Geotechnical Vehicle	50.00/day
Road Tube Traffic Counter – day	50.00/day
Road Tube Traffic Counter – week	150.00/week
Turning Movement Traffic Counter	10.00/day

RECEIVED

JAN 07 2015

Village of Hartland

January 7, 2015

Dear Dave,

I regretfully am resigning from the Hartland Plan Commission. Family matters will once again take us to Virginia during the January meeting dates and this may occur again during 2015. I have enjoyed my brief time as a Plan Commissioner, but feel that as the Village is currently involved with many important planning projects that a member who can give his or her full attention to the Plan Commission should be appointed.

Once again, thank you for giving me this opportunity. I certainly have enjoyed being able to serve. I am excited about the future developments within the Village Center and I know that you will continue your excellent commitment to the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Connie Casper", with a long horizontal flourish extending to the right.

Connie Casper

cc: Village Administrator David Cox