

**VILLAGE BOARD AGENDA
MONDAY, AUGUST 10, 2015
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Roll Call

Pledge of Allegiance – President Lamerand

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. Public Comment Follow Up: Chris Miller, Developer of the Sanctuary of Hartland will update the Board on the status of concerns expressed by a resident at the July 27 Board Meeting regarding the condition of Outlot 1 in the Subdivision.
2. Introduction of Firefighters and EMTs and swearing in of new Fire Department members.
3. Consideration of a motion to approve Village Board minutes of July 27, 2015.
4. Consideration of a motion to approve the vouchers for payment.
5. Consideration of a motion to approve Operator (Bartender) Licenses with terms ending June 30, 2016
6. Consideration of a motion to approve a Relocation Assistance Agreement with Lake Country Bed Barn related to the Riverwalk development.
7. Discussion of potential future development in the area northeast of the Village and consideration of actions related to future roadways.
8. Consideration of a motion to approve a reduction in the Letter of Credit for the Windrush Subdivision.
9. Consideration of a motion to approve a WE Energies Gas Distribution Easement at Bark River Greenway
10. 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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11. Consideration of a motion to recess to closed session pursuant to SS 19.85 (1)(g), Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding licensing, personnel matters and a tax claim and to adjourn thereafter without reconvening into open session pursuant to SS 19.95 (2).

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, JULY 27, 2015
THE LATER OF 7:00 PM OR UPON COMPLETION
OF THE SPECIAL BOARD MEETING BEGINNING AT 6:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

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

Others Present: Administrator Cox, Clerk Igl, DPW Director Einweck, Finance Director Bailey, Police Chief Rosch, Steve Martinez.

Roll Call

Pledge of Allegiance – Trustee Landwehr

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.)

Lee Bromberger, 140 Maple Avenue, brought to the Board's attention the condition of the open lot green space that abuts the properties on Maple Ave. and the Sanctuary development including waist high grass and standing water. He stated that due to the excavation and change in soils additional grading and topsoil are needed. President Lamerand stated that these concerns will be referred to staff and that this item will be added to the agenda for the next Village Board meeting.

1. Motion (Meyers/Stevens) to approve Village Board minutes of July 13, 2015. Carried (7-0).
2. Motion (Landwehr/Swenson) to approve the vouchers for payment in the amount of \$125,548.79. Carried (6-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits
 - a. Motion (Landwehr/Swenson) to approve Operator (Bartender) Licenses with terms ending June 30, 2016. Carried (7-0).
4. A Proclamation Honoring Lake Country Caring on its 20th Anniversary was read by President Lamerand and will be presented at their Open House scheduled for August 8.

Items referred from the July 20, 2015 Plan Commission meeting

5. Motion (Swenson/Landwehr) to approve an application for replacement of existing garage/barn at 563 E Capitol Drive including a height restriction modification. Carried (7-0).
6. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.

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Administrator Cox reminded the audience that Lake Country Caring will be holding an Open House on August 8 from noon to 2:00 p.m. with presentations scheduled for 12:30 p.m.

7. Adjourn.

Motion (Stevens/Wallschlager) to adjourn. Carried (7-0). Meeting adjourned at 7:25 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Sarah Oldenburg, Fiscal Clerk

DATE: August 07, 2015

RE: Revised Voucher List

The voucher list for the August 10, 2015 Village Board meeting has been revised.

Original voucher list total: \$196,381.00

Less Time Warner Cable (HAV T069) tax refund:

- a. E 101-51500-520 UNCOLLECTABLE AMTS - \$4,269.18
- b. G 101-13000 SUNDRY A/R - \$11,745.60

The adjusted August A/P: \$180,366.22

July Manual Checks: \$26,225.91

The revised total amount to be approved: **\$206,592.13**

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Payments

Current Period: JULY 2015

Batch Name	JUL15MC					
Payment		Computer Dollar Amt	\$26,225.91	Posted		
Refer	47476 TD AMERITRADE					
Cash Payment	G 101-21570 DEFERRED COMP DEDUC PP #14					\$200.00
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$200.00
Refer	47477 WI SUPPORT COLLECTIONS TRUS					
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #14					\$1,234.60
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$1,234.60
Refer	47478 US DEPT OF EDUCATION					
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO GARNISHMENT/REID					\$52.01
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$52.01
Refer	47479 WI RURAL WATER ASSOC (WRWA					
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN TRAINING/ELFTMAN					\$100.00
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$100.00
Refer	47480 WE ENERGIES					
Cash Payment	E 620-53700-622 POWER FOR PUMPING MAY-JUN MANCHESTER					\$1,163.26
Invoice	7839302285					
Cash Payment	E 620-53700-622 POWER FOR PUMPING MAY-JUN SUNNYSLOPE					\$636.16
Invoice	2293156744					
Cash Payment	E 620-53700-625 MAINTENANCE OF PU MAY-JUN #3 PUMPHOUSE					\$10.56
Invoice	3042164324					
Cash Payment	E 101-53000-220 UTILITY SERVICES MAY-JUN GAS					\$44.58
Invoice	6056270114					
Cash Payment	E 620-53700-622 POWER FOR PUMPING MAY-JUN SUNSHINE					\$1,395.98
Invoice	6473362744					
Cash Payment	E 204-53610-220 UTILITY SERVICES MAY-JUN HWY 83					\$18.56
Invoice	6263414559					
Cash Payment	E 620-53700-622 POWER FOR PUMPING MAY-JUN COVENTRY					\$22.21
Invoice	1468544962					
Cash Payment	E 101-51600-220 UTILITY SERVICES MAY-JUN GAS					\$66.15
Invoice	2663271889					
Cash Payment	E 101-55200-220 UTILITY SERVICES MAY-JUN PENBROOK					\$16.25
Invoice	5674217938					
Cash Payment	E 204-53610-220 UTILITY SERVICES MAY-JUN BRADFORD					\$38.36
Invoice	5613294504					
Cash Payment	E 620-53700-622 POWER FOR PUMPING MAY-JUN PENBROOK					\$254.98
Invoice	7851809890					
Cash Payment	E 620-53700-625 MAINTENANCE OF PU MAY-JUN PENBROOK					\$12.25
Invoice	7851809890					
Cash Payment	E 101-52200-220 UTILITY SERVICES MAY-JUN PENBROOK					\$23.82
Invoice	8613908604					

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Payments

Current Period: JULY 2015

Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN CENTENNIAL	\$171.14
Invoice	0450215442		
Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN HARTBROOK	\$17.33
Invoice	0481684333		
Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN HARTBROOK	\$36.72
Invoice	9236535835		
Cash Payment	E 101-52200-220 UTILITY SERVICES	MAY-JUN SURVIVE/GAS	\$10.33
Invoice	0882882206		
Cash Payment	E 101-52200-220 UTILITY SERVICES	MAY-JUN SURVIVE ELECT	\$96.67
Invoice	9205177634		
Cash Payment	E 101-53000-220 UTILITY SERVICES	MAY-JUN ELECTRIC	\$507.53
Invoice	3646056192		
Cash Payment	E 101-52200-220 UTILITY SERVICES	MAY-JUN ELECT/GAS	\$412.69
Invoice	0433099006		
Cash Payment	E 620-53700-622 POWER FOR PUMPING	MAY-JUN HILL ST	\$31.45
Invoice	1256399293		
Cash Payment	E 101-53000-225 STREET LIGHTING	APR-MAY CLOCK	\$24.11
Invoice	7216041063		
Cash Payment	E 101-53000-225 STREET LIGHTING	MAY-JUN ST LIGHTING	\$189.88
Invoice	5028427102		
Cash Payment	E 101-53000-225 STREET LIGHTING	MAY-JUN CAMPUS DR	\$396.29
Invoice	9028267806		
Cash Payment	E 204-53610-220 UTILITY SERVICES	MAY-JUN WOODLANDS	\$39.43
Invoice	9416057165		
Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN NIXON	\$31.17
Invoice	5876199679		
Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN NIXON	\$198.91
Invoice	2679405828		
Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN FAC	\$76.17
Invoice	0216106875		
Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN NIXON	\$17.47
Invoice	0096257859		
Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN BARK RIVER	\$158.60
Invoice	9032161219		
Cash Payment	E 101-55200-220 UTILITY SERVICES	MAY-JUN NIXON	\$48.79
Invoice	8805432113		
Cash Payment	E 620-53700-625 MAINTENANCE OF PU	MAY SUNSHINE	\$17.44
Invoice	5677024971		
Cash Payment	E 204-53610-220 UTILITY SERVICES	APR-MAY CRYSTAL	\$93.66
Invoice	6068808002		
Cash Payment	E 204-53610-220 UTILITY SERVICES	APR-MAY RUSTIC	\$31.84
Invoice	9264030069		
Cash Payment	E 620-53700-622 POWER FOR PUMPING	APR-MAY BRISTLECONE	\$23.98
Invoice	5016074048		
Cash Payment	E 204-53610-220 UTILITY SERVICES	APR-MAY ARLENE	\$172.69
Invoice	6475996819		
Cash Payment	E 204-53610-220 UTILITY SERVICES	APR-MAY SHADOW RIDGE	\$55.16
Invoice	7811234819		

Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$6,562.57
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Refer 47481 MILWAUKEE JUNIOR FIRE INSTIT Ck# 008360 7/9/2015

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Payments

Current Period: JULY 2015

Cash Payment	E 101-52200-300 OPERATING SUPPLIES TRAINING/REGISTRATION					\$80.00
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$80.00
Refer	47482	WI SUPPORT COLLECTIONS TRUS	Ck# 008361	7/16/2015		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #15					\$1,234.60
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$1,234.60
Refer	47483	TD AMERITRADE	Ck# 008362	7/16/2015		
Cash Payment	G 101-21570 DEFERRED COMP DEDUC PP #15					\$200.00
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$200.00
Refer	47484	WE ENERGIES	Ck# 008363	7/16/2015		
Cash Payment	E 620-53700-622 POWER FOR PUMPING MAY-JUN #3 PUMPHOUSE					\$1,067.33
Invoice 0065822102						
Cash Payment	E 101-53000-225 STREET LIGHTING MAY-JUN ST LIGHTING					\$8,271.34
Invoice 0065822102						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$9,338.67
Refer	47485	MENARDS- PEWAUKEE	Ck# 008364	7/16/2015		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES CABINET					\$89.00
Invoice 61289						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$89.00
Refer	47486	KROFTA, MICHAEL	Ck# 008365	7/16/2015		
Cash Payment	G 101-31630 4TH OF JULY PARADE DO PARADE 06/28/15					\$1,500.00
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$1,500.00
Refer	47487	NUGENT, HEIDI	Ck# 008366	7/21/2015		
Cash Payment	E 216-58300-290 OUTSIDE SERVICES/C TIF BUSINESS RELOCATION					\$2,400.00
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$2,400.00
Refer	47488	AFLAC	Ck# 008367	7/27/2015		
Cash Payment	G 101-21592 AFLAC INS PAYABLE MONTHLY PREMIUMS					\$319.86
Invoice 77296						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$319.86
Refer	47489	NUGENT, HEIDI	Ck# 008368	7/28/2015		
Cash Payment	E 216-58300-290 OUTSIDE SERVICES/C TIF BUSINESS RELOCATION					\$1,200.00
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$1,200.00
Refer	47490	TEREK, ANDREA	Ck# 008369	7/28/2015		
Cash Payment	G 101-31620 FINE ARTS CENTER DONA CONCERT 07/30/15					\$280.00
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$280.00
Refer	47491	WI SUPPORT COLLECTIONS TRUS	Ck# 008370	7/31/2015		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #16					\$1,234.60
Invoice						
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total	\$1,234.60

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Current Period: JULY 2015

Refer	47492 TD AMERITRADE	Ck# 008371 7/31/2015			
Cash Payment	G 101-21570 DEFERRED COMP DEDUC	PP #16			\$200.00
Invoice					
Transaction Date	8/4/2015	Due 0	GF Checking	11100	Total \$200.00

Fund Summary

	11100 GF Checking	
620 WATER FUND		\$4,735.60
216 TIF #6		\$3,600.00
204 SEWER		\$449.70
101 GENERAL FUND		\$17,440.61
		<hr/>
		\$26,225.91

Pre-Written Checks	\$26,225.91
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$26,225.91

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Payments

Current Period: AUGUST 2015

Batch Name	081015AP	User Dollar Amt	\$180,366.22		
Payments		Computer Dollar Amt	\$180,366.22		
			\$0.00	In Balance	
Refer	47416 ACCURATE GRAPHICS INC				
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	CONCERT SCHEDULES			\$87.50
Invoice	28023				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$87.50
Refer	47434 ALSCO				
Cash Payment	E 101-51600-290 OUTSIDE SERVICES/C	FLOOR MAT SERVICE			\$93.89
Invoice	IMIL972859				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$93.89
Refer	47415 AT&T MOBILITY				
Cash Payment	E 101-53000-220 UTILITY SERVICES	JUN-JUL CELLULAR			\$30.62
Invoice	829868399X0722				
Cash Payment	E 620-53700-605 MAINTENANCE-WATE	JUN-JUL CELLULAR			\$30.62
Invoice	829868399X0722				
Cash Payment	E 204-53610-220 UTILITY SERVICES	JUN-JUL CELLULAR			\$30.62
Invoice	829868399X0722				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$91.86
Refer	47414 AT&T				
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	JUL-AUG TELEPHONE			\$19.73
Invoice	262367035107				
Cash Payment	E 101-52400-300 OPERATING SUPPLIES	JUL-AUG TELEPHONE			\$19.73
Invoice	262367035107				
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	JUL-AUG TELEPHONE			\$19.73
Invoice	262367035107				
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	JUL-AUG TELEPHONE			\$19.73
Invoice	262367035107				
Cash Payment	E 101-52200-220 UTILITY SERVICES	JUL-AUG TELEPHONE			\$19.73
Invoice	262367035107				
Cash Payment	E 101-55110-220 UTILITY SERVICES	JUL-AUG TELEPHONE			\$19.73
Invoice	262367035107				
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	JUL-AUG TELEPHONE			\$19.73
Invoice	262367035107				
Cash Payment	E 620-53700-605 MAINTENANCE-WATE	JUL-AUG TELEPHONE			\$19.72
Invoice	262367035107				
Cash Payment	E 101-53000-220 UTILITY SERVICES	JUL-AUG TELEPHONE			\$19.73
Invoice	262367035107				
Cash Payment	E 204-53610-385 MAINTENANCE-COLLE	JUL-AUG TELEPHONE			\$19.72
Invoice	262367035107				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$197.28
Refer	47499 AUTOMOTIVE PARTS & EQUIPME				
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	HOSES/PURPLE POWER			\$104.97
Invoice	16585				
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	PIN/CAP SCREW			\$13.00
Invoice	50666				

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Payments

Current Period: AUGUST 2015

Cash Payment	E 101-52100-300 OPERATING SUPPLIES	BATTERY			\$3.14
Invoice 98794					
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	WATER HOSE PARTS			\$12.27
Invoice 98793					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$15.41
<hr/>					
Refer	47433 BIEBELS TRUE VALUE				
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	TOILET BOLTS/PARTS			\$18.84
Invoice 98732					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$18.84
<hr/>					
Refer	47501 BIEBELS TRUE VALUE				
Cash Payment	E 101-53000-410 STREETS GEN MAINT	WATER FITTING FOR SAW			\$7.15
Invoice 98401					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	BIT SET/HARDWARE			\$32.85
Invoice 98465					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	HOSE/KNIFE/TAPE/PLIERS			\$136.54
Invoice 98444					
Cash Payment	E 101-53000-365 BLDGS/GROUNDS MAI	WASP SPRAY			\$23.06
Invoice 98486					
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	GARBAGE BAGS			\$28.79
Invoice 98739					
Cash Payment	E 620-53700-625 MAINTENANCE OF PU	SAWZALL BLADES			\$32.17
Invoice 98910					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$260.56
<hr/>					
Refer	47511 BIEBELS TRUE VALUE				
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	WALL ANCHORS/LINERS			\$21.63
Invoice 99082					
Transaction Date	8/6/2015	GF Checking	11100	Total	\$21.63
<hr/>					
Refer	47497 BLACKBURN MFG COMPANY				
Cash Payment	E 204-53610-380 MAINTENANCE-SEWA	PAINT			\$264.60
Invoice 494476					
Cash Payment	E 620-53700-652 MAINTENANCE OF SE	PAINT			\$373.48
Invoice 494476					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$638.08
<hr/>					
Refer	47535 BULLARD, KELLY				
Cash Payment	E 101-55300-290 OUTSIDE SERVICES/C	JUL ZUMBA			\$201.60
Invoice					
Transaction Date	8/7/2015	GF Checking	11100	Total	\$201.60
<hr/>					
Refer	47513 CANADIAN PACIFIC RAILWAY CO				
Cash Payment	E 401-70385-290 OUTSIDE SERVICES/C	QZ INSTALL/PAVING			\$3,902.27
Invoice 1800095306					
Transaction Date	8/6/2015	GF Checking	11100	Total	\$3,902.27
<hr/>					
Refer	47536 CHRISTMAN, DAVE				
Cash Payment	E 101-55300-290 OUTSIDE SERVICES/C	BOYS BASKETBALL			\$1,984.00
Invoice					
Transaction Date	8/7/2015	GF Checking	11100	Total	\$1,984.00
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Refer	47421 COMPLETE OFFICE OF WISCONSI				

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Payments

Current Period: AUGUST 2015

Refer 47538 DUSOLD, CAROL					
Cash Payment	E 101-55300-290 OUTSIDE SERVICES/C	JULY NIA			\$32.00
Invoice					
Transaction Date	8/7/2015	GF Checking	11100	Total	\$32.00
Refer 47425 E.H. WOLF					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	DIESEL FUEL			\$347.63
Invoice 62570002					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	DIESEL FUEL			\$1,347.63
Invoice 62585002					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$1,695.26
Refer 47503 E.H. WOLF					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	DIESEL FUEL			\$525.34
Invoice 62592011					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	DIESEL FUEL			\$261.62
Invoice 62592012					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$786.96
Refer 47524 E.H. WOLF					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	DIESEL FUEL			\$561.22
Invoice 62597014					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	DIESEL FUEL			\$362.28
Invoice 62597013					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	DIESEL FUEL			\$1,297.23
Invoice 62598008					
Transaction Date	8/6/2015	GF Checking	11100	Total	\$2,220.73
Refer 47424 EGGERS IMPRINTS					
Cash Payment	E 101-55300-303 SUMMER REC EXPENS	SUMMER CAMP SHIRTS			\$140.50
Invoice 35214					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$140.50
Refer 47534 EMANDEMCO					
Cash Payment	E 804-56700-746 TELEPHONE	REIMB CC/AT&T			\$109.99
Invoice 48071200136456					
Cash Payment	E 804-56700-738 MEMBERSHIPS	REIMB CC/YRLY FEE			\$19.00
Invoice 48071200136456					
Cash Payment	E 804-56700-719 EVENTS	REIMB CC/KIDS DAY PRIZES			\$11.31
Invoice 48071200136456					
Cash Payment	E 804-56700-719 EVENTS	REIMB CC/KIDS DAY PRIZES			\$102.00
Invoice 48071200136456					
Cash Payment	E 804-56700-719 EVENTS	REIMB CC/PARADE FLYERS			\$18.89
Invoice 48071200136456					
Cash Payment	E 804-56700-719 EVENTS	REIMB CC/PARADE TSHIRTS			\$168.00
Invoice 48071200136456					
Cash Payment	E 804-56700-719 EVENTS	REIMB CC/PARADE GAS			\$25.25
Invoice 48071200136456					
Transaction Date	8/7/2015	GF Checking	11100	Total	\$454.44
Refer 47426 EMERGENCY APPARATUS MAINT					
Cash Payment	E 101-52200-360 VEHICLE MAINT/EXPE	REPR INDICATOR LINE/4362			\$135.54
Invoice 81619					

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Payments

Current Period: AUGUST 2015

Cash Payment	E 101-52100-360 VEHICLE MAINT/EXPE	SQ 4/LOF			\$61.32
Invoice 114065					
Transaction Date	8/6/2015	GF Checking	11100	Total	\$61.32
Refer	47475 <i>HERNE, JEFF</i>				
Cash Payment	G 101-31620 FINE ARTS CENTER DONA	CONCERT 08/13/15			\$500.00
Invoice					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$500.00
Refer	47435 <i>HOME DEPOT</i>				
Cash Payment	E 101-53000-410 STREETS GEN MAINT	SPRAY TIPS			\$24.97
Invoice 5012694					
Cash Payment	E 101-53000-420 STORM SEWER	FORM BOARDS			\$63.60
Invoice 5025722					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$88.57
Refer	47439 <i>INTER OFFICE PRODUCTS INC</i>				
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	OFFICE SUPPLIES			\$147.42
Invoice 404715					
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	OFFICE SUPPLIES			\$27.99
Invoice 404733					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$175.41
Refer	47516 <i>JEFFERSON FIRE & SAFETY INC</i>				
Cash Payment	E 101-52200-360 VEHICLE MAINT/EXPE	RUB RAIL/END CAP/FLANGE			\$157.20
Invoice 218266					
Transaction Date	8/6/2015	GF Checking	11100	Total	\$157.20
Refer	47437 <i>JENSEN, JANET</i>				
Cash Payment	E 205-59100-305 EXPENSES-OTHER	REIMBURSE PRGM SUPPLIES			\$72.46
Invoice					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$72.46
Refer	47526 <i>JENSON MOTORS</i>				
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	RECHRG AC/REPL LINES			\$364.83
Invoice 5165					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	RECHRG AC/CLEAN CONDENSER			\$336.02
Invoice 5462					
Transaction Date	8/6/2015	GF Checking	11100	Total	\$700.85
Refer	47522 <i>JOURNAL COMMUNITY PUBL</i>				
Cash Payment	G 101-31630 4TH OF JULY PARADE DO	ADS/THANK YOU			\$374.40
Invoice 5VILHART-5-7-1					
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	EMPLOYMENT AD			\$377.55
Invoice 1009678-7-15					
Cash Payment	E 101-51440-300 OPERATING SUPPLIES	ADS/PUBL NOTICE			\$30.49
Invoice 5VILHAL-5-7-15					
Transaction Date	8/6/2015	GF Checking	11100	Total	\$782.44
Refer	47438 <i>JOURNAL SENTINEL INC</i>				
Cash Payment	E 101-55110-325 PERIODICALS	ANNUAL SUBSCRIPTION			\$326.86
Invoice 49246					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$326.86
Refer	47440 <i>KLEAN LINE LLC</i>				

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Payments

Current Period: AUGUST 2015

Transaction Date	8/4/2015	GF Checking	11100	Total	\$60.00
Refer	47505 LEXISNEXIS				
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	JULY USER FEE			\$134.50
Invoice	14440102015073				
Transaction Date	8/5/2015	GF Checking	11100	Total	\$134.50
Refer	47448 MARIS ASSOCIATES				
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	BOOKS			\$196.33
Invoice	913				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$196.33
Refer	47530 MINNESOTA LIFE INSURANCE CO				
Cash Payment	E 101-51400-150 HEALTH/DENTAL/LIFE	SEPT PREMIUMS			\$55.43
Invoice					
Cash Payment	E 101-51500-150 HEALTH/DENTAL/LIFE	SEPT PREMIUMS			\$34.00
Invoice					
Cash Payment	E 101-55300-150 HEALTH/DENTAL/LIFE	SEPT PREMIUMS			\$3.31
Invoice					
Cash Payment	E 101-52200-150 HEALTH/DENTAL/LIFE	SEPT PREMIUMS			\$8.94
Invoice					
Cash Payment	E 101-52300-150 HEALTH/DENTAL/LIFE	SEPT PREMIUMS			\$8.93
Invoice					
Cash Payment	E 101-55110-150 HEALTH/DENTAL/LIFE	SEPT PREMIUMS			\$92.76
Invoice					
Cash Payment	E 101-52100-150 HEALTH/DENTAL/LIFE	SEPT PREMIUMS			\$232.94
Invoice					
Cash Payment	E 101-53000-150 HEALTH/DENTAL/LIFE	SEPT PREMIUMS			\$304.44
Invoice					
Cash Payment	G 101-21560 LIFE INSURANCE DEDUCT	SEPT PREMIUMS			\$803.28
Invoice					
Transaction Date	8/7/2015	GF Checking	11100	Total	\$1,544.03
Refer	47447 MIRACLE RECREATION EQUIP CO				
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	BRAKE ASSY/LEVER/ROD			\$312.92
Invoice	764617				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$312.92
Refer	47542 NAGAWAUKEE YACHT CLUB				
Cash Payment	E 101-55300-290 OUTSIDE SERVICES/C	ADULT SAILING LESSONS			\$80.00
Invoice					
Transaction Date	8/7/2015	GF Checking	11100	Total	\$80.00
Refer	47449 NANCY MASSNICK				
Cash Payment	E 101-55110-345 STAFF EDUCATION/TR	JUL-AUG MILEAGE			\$47.15
Invoice					
Cash Payment	E 205-59100-305 EXPENSES-OTHER	REIMBURSE PRGM SUPPLIES			\$74.40
Invoice					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$121.55
Refer	47506 NORTHERN LAKE SERVICE INC				
Cash Payment	E 620-53700-923 OUTSIDE SERVICES	JULY LAB SERVICES			\$18.00
Invoice	278395				

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Payments

Current Period: AUGUST 2015

Refer	47453 PIQUED INTEREST				
Cash Payment	E 216-58300-290 OUTSIDE SERVICES/C	JUL ECON DEVELOPMENT			\$297.50
Invoice					
Cash Payment	E 101-51400-290 OUTSIDE SERVICES/C	JUL ECON DEVELOPMENT			\$367.50
Invoice					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$665.00
Refer	47454 PROGRAMMED PAINTING SERVIC				
Cash Payment	E 401-79190-285 CONSTRUCTION COST	INTERRIOR PAINTING/SURVIVE ALIVE			\$2,950.00
Invoice	21629				
Cash Payment	E 401-79190-285 CONSTRUCTION COST	INTERRIOR PAINTING/RM 1			\$662.00
Invoice	21630				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$3,612.00
Refer	47509 PROHEALTH CARE (LAB BILLING)				
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	LEGAL BLOOD DRAWS			\$210.00
Invoice	201507				
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	LEGAL BLOOD DRAWS			\$70.00
Invoice	201507				
Transaction Date	8/5/2015	GF Checking	11100	Total	\$280.00
Refer	47452 PROSHRED SECURITY				
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	SHREDDING SERVICES			\$60.00
Invoice	210039741				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$60.00
Refer	47502 PROVEN POWER INC				
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	MOWER BLADES/RINGS			\$244.55
Invoice	161416				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$244.55
Refer	47460 RHYME BUSINESS PRODUCTS LL				
Cash Payment	E 101-51400-290 OUTSIDE SERVICES/C	JUN-JUL COPIER CLICKS			\$318.53
Invoice	170636				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$318.53
Refer	47459 RICOH AMERICAS CORP				
Cash Payment	E 101-55110-290 OUTSIDE SERVICES/C	AUG COPIER LEASE			\$66.01
Invoice	20068199				
Cash Payment	E 101-55110-290 OUTSIDE SERVICES/C	AUG COPIER LEASE			\$81.85
Invoice	20068198				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$147.86
Refer	47455 RUEKERT & MIELKE				
Cash Payment	G 101-34280 GIS SYSTEM	MAY-JUN ARCGIS			\$3,335.00
Invoice	111852				
Cash Payment	E 204-53610-800 CAPITAL OUTLAY	MAY-JUN ARCGIS			\$800.00
Invoice	111852				
Cash Payment	E 620-53700-681 COMPUTERS & SOFT	MAY-JUN ARCGIS			\$6,390.00
Invoice	111852				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$10,525.00
Refer	47456 RUEKERT & MIELKE				

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Payments

Current Period: AUGUST 2015

Transaction Date	8/7/2015	GF Checking	11100	Total	\$32.00
Refer	47462 STANLEY SECURITY SOLUTIONS				
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	REPR/TUNE UP ENTRY SYST			\$325.50
Invoice	12624330				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$325.50
Refer	47463 STREICHER S				
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	UNIFORM SHIRT			\$77.96
Invoice	1163333				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$77.96
Refer	47496 SUPERIOR CHEMICAL CORP				
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	JANITORIAL SUPPLIES			\$302.90
Invoice	99295				
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	JANITORIAL SUPPLIES			\$973.93
Invoice	99295				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$1,276.83
Refer	47548 TRANSAMERICA PREMIER LIFE IN				
Cash Payment	G 101-21593 LONG TERM HEALTH CAR	AUG PREMIUM/ROSCH			\$149.92
Invoice	GBEG77WI15				
Transaction Date	8/7/2015	GF Checking	11100	Total	\$149.92
Refer	47494 TRINITY ECO SOLUTIONS				
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	TOILET BOWL CLNR			\$137.90
Invoice	3199				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$137.90
Refer	47465 TRIPOLI SHRINE ANIMALS				
Cash Payment	G 101-31630 4TH OF JULY PARADE DO	PARADE 06/28/15			\$350.00
Invoice					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$350.00
Refer	47498 TRUCK COUNTRY OF WISCONSIN				
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	MUFFLER MOUNTS/HOSES/ADAPTER/ORING/FITTINGS			\$385.53
Invoice	203439874:01				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$385.53
Refer	47467 VERIZON WIRELESS				
Cash Payment	E 802-52100-300 OPERATING SUPPLIES	JUN-JUL CELLULAR			\$42.64
Invoice	9749166531				
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	JUN-JUL CELLULAR			\$229.69
Invoice	9749166531				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$272.33
Refer	47468 VERIZON WIRELESS				
Cash Payment	E 802-52100-300 OPERATING SUPPLIES	JUN-JUL CELLULAR			\$1.38
Invoice	974916530				
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	JUN-JUL CELLULAR			\$183.15
Invoice	974916530				
Transaction Date	8/4/2015	GF Checking	11100	Total	\$184.53
Refer	47469 VILLAGE GRAPHICS				

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Payments

Current Period: AUGUST 2015

Refer <u>47470 WILLIAMS, TIM (LOCKSMITH)</u>					
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	INSTALL LOCK CORE			\$44.00
Invoice 50724					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$44.00
Refer <u>47471 WOLF PAVING CO INC</u>					
Cash Payment	E 101-53000-420 STORM SEWER	ASPHALT			\$384.94
Invoice 23874					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$384.94
Refer <u>47493 WOLF PAVING CO INC</u>					
Cash Payment	E 620-53700-651 MAINTENANCE OF MAI	ASPHALT			\$472.22
Invoice 24009					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$472.22
Refer <u>47495 ZEP MANUFACTURING CO.</u>					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	HAND CLEANER			\$103.34
Invoice 9001773268					
Transaction Date	8/4/2015	GF Checking	11100	Total	\$103.34
Refer <u>47531 ZEUTZIUS, CARL</u>					
Cash Payment	E 804-56700-752 RENT	ANNUAL RENT			\$3,900.00
Invoice					
Transaction Date	8/7/2015	GF Checking	11100	Total	\$3,900.00

Fund Summary

	11100 GF Checking
101 GENERAL FUND	\$39,775.81
204 SEWER	\$69,377.87
205 SPECIAL LIBRARY FUND	\$146.86
216 TIF #6	\$10,621.22
401 CAPITAL PROJECTS FUND	\$11,367.91
402 CORPORATE RESERVE FUND	\$3,473.00
403 DEVELOPMENT FUND	\$33,289.62
620 WATER FUND	\$7,765.02
802 LAKE AREA CRITICAL INCIDENT TM	\$44.02
804 BUSINESS IMPROVEMENT DISTRICT	\$4,504.89
	\$180,366.22

Pre-Written Check	\$0.00
Checks to be Generated by the Computer	\$180,366.22
Total	\$180,366.22

VILLAGE OF HARTLAND
LICENSES AND PERMITS
AUGUST 10, 2015

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

Dylanray Larry Williams
Samantha Elizabeth Riley
Brandi Marie McLean
McKenzie Mae Ahrendt

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

RELOCATION ASSISTANCE AGREEMENT

This Relocation Assistance Agreement (the “**Agreement**”) is entered into as of _____, 2015 (the “**Effective Date**”) by and between the Village of Hartland (“**Village**”) and Lake Country Bed Barn and E Miller, LLC (collectively “**Tenant**”).

RECITALS

- A. J.D. McCormick Company, LLC (“**Developer**”) intends to acquire the property generally known as 208-212 East Capital Drive, Hartland, Wisconsin (the “**Property**”).
- B. Developer intends to redevelop the Property in combination with other property as part of a mixed-use residential and commercial development. As part of this process, the Tenant and the Village understand that the Developer will be requesting that tenants on the Property vacate their respective units to facilitate the redevelopment.
- C. Tenant is the tenant of unit #4 on the Property that occupies approximately 1,200 square feet (the “**Unit**”). Tenant, at the request of the Developer, intends to relocate from the Unit to another location within the Village.
- D. Although the Village is not acquiring or developing the Property or requesting or requiring the Tenant to relocate, the Village desires to assist the Tenant in its relocation process (the “**Village Assistance**”) in accordance with the terms and conditions of this Agreement.
- E. Tenant acknowledges that the Village Assistance is voluntary and not required by law, and Tenant desires to cooperate with Developer to help facilitate the Developer’s redevelopment of the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The Recitals are true and correct and are incorporated herein.
- 2. Provided Tenant relocates from the Unit to another location within the Village (the “**New Unit**”), the Village will provide the following Village Assistance to the Tenant in accordance with the terms and conditions of this Agreement set forth below:
 - 2.1. Security Deposit. In the event the lease for the New Unit requires a security deposit and Tenant is unable to pay for such security deposit out of available unallocated cash without new borrowing as reasonably determined by the Village, the Village will provide funds to Tenant in an amount equal to the lesser of:
 - i. The security deposit required under the lease for the New Unit; and
 - ii. A portion of the security deposit required under the lease for the New Unit in an amount equal to the first two months of base rent for the New Unit.

Upon request by the Village, Tenant shall provide financial information to Village in form and in substance adequate to enable Village to analyze Tenant's need for the security deposit assistance.

The Village will pay such amount to Tenant no later than fifteen (15) days after all of the conditions for the Village Assistance set forth in this Subsection 2.1 above and Section 3 below are satisfied. Evidence of Tenant's security deposit payment to Tenant's Landlord in form and substance satisfactory to the Village shall be provided to the Village within fifteen (15) days of the funds being provided to Tenant.

In the event that Tenant takes possession of the New Unit, Tenant shall have no obligation to return the security deposit payment to the Village (even at the end of the lease for the New Unit), but, if Tenant does not take possession of the New Unit before the termination of this Agreement and the security deposit is refundable, then, within ten (10) days of the Village's demand, Tenant agrees to refund the Village in full for such security deposit payment.

- 2.2. Base Rent Differential. There will be no Base Rent Differential payment under the terms of this agreement.
- 2.3. Moving Expenses. Provided Tenant, no later than ten (10) business days after the Effective Date, delivers to Village an estimate of actual moving expenses for moving Tenant's inventory, furniture, appurtenances, supplies and business records and the Village approves (in its sole discretion) such estimate, the Village will reimburse Tenant for Tenant's actual moving expenses related to relocating to the New Unit but in no event more than 110% of the Village approved estimate.

In the event the Village does not approve the estimate, Tenant will not be reimbursed for actual moving expenses unless Tenant provides the Village with an estimate that is acceptable to the Village.

The Village will pay all amounts due to Tenant under this Subsection within twenty (20) days after the Village receives copies of all invoices (in form and substance satisfactory to the Village) for the actual moving expenses and receipts showing that such invoices have been paid in full.

- 2.4. Capital Improvements. Provided Village consents to: (a) the build-out/capital improvements to be made to the New Unit, and (b) the method by which such build-out/capital improvements will be performed and funded, the Village will reimburse the Tenant for such build-out/capital improvement costs in an amount equal to **the lesser of:**
- i. \$21,732; and
 - ii. The actual build-out/capital improvement costs.

The Village will pay all amounts due to Tenant under this Subsection no later than twenty (20) days after the Village receives copies of all invoices for the

build-out/capital improvement, invoices for any down payment required or invoices for work performed to date in form and substance satisfactory to the Village. Within twenty (20) days of Village payment to Tenant and prior to issuance of any additional payments under this Agreement, Tenant shall provide to the Village receipts showing that such invoices have been paid in full.

- 2.5. Other Costs. All other costs and expenses incurred by Tenant that are directly related to Tenant's relocation to the New Unit (e.g., unanticipated construction costs, sign relocation, overlapping rental payments, and building and occupancy permit fees), provided the Village determines (in Village's sole discretion), after taking into consideration the circumstances surrounding such additional costs and expenses, that additional assistance is appropriate.

The Village will pay all amounts due to Tenant under this Subsection no later than thirty (30) days after the Village receives copies of all invoices (in form and substance satisfactory to the Village) showing that such invoices have been paid in full and any other documentation required by the Village.

- 2.6. Aggregate Amount of Village Assistance. Notwithstanding the foregoing Subsections 2.1 through 2.5, the aggregate amount of Village Assistance shall not exceed \$27,000. The Village will report the amount of the Village Assistance to the Internal Revenue Service for tax purposes. Upon the request of the Village, the Tenant shall provide to the Village such information and documentation as the Village may request to facilitate such reporting.

3. Notwithstanding anything to the contrary herein, prior to the Village being obligated to make any payments for Village Assistance under this Agreement, Tenant must provide to the Village a copy of the fully-executed lease for the New Unit and the Village must confirm that the New Unit is located within the taxing jurisdiction of the Village. For the avoidance of any doubt, in the event that Tenant relocates outside of the taxing jurisdiction of the Village, the Village will make no payments for Village Assistance.
4. This Agreement shall terminate upon the earlier of:
- 4.1. Tenant's breach of a term or condition set forth in this Agreement and Tenant's failure to cure such breach within thirty (30) days after notice of such breach;
 - 4.2. Tenant's breach of the lease for the New Unit and Tenant's failure to cure such breach within the cure period provided in such lease, if any;
 - 4.3. The termination of the lease for the New Unit;
 - 4.4. The Village satisfying all of its obligations under this Agreement; and
 - 4.5. The one (1) year anniversary of the Effective Date.

Tenant's refund obligation in Subsection 2.2.1 above shall survive the termination of this Agreement.

5. This Agreement constitutes the entire agreement and understanding between and among the parties in respect of the subject matter of this Agreement and supersedes all prior agreements and understandings with respect to such subject matter, whether oral or written.
6. If any part of this Agreement is declared invalid for any reason, such part shall not affect the validity of the rest of the Agreement. The other parts of this Agreement shall remain in full force and effect as if this Agreement had been executed without the invalid part. The parties declare that they intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.
7. This Agreement may be amended only by an instrument in writing signed by the parties to this Agreement.
8. The parties signing this Agreement on behalf of Tenant represent and warrant that they have full power and authority to execute this Agreement on behalf of Tenant and to bind Tenant to the terms and conditions of this Agreement.
9. Tenant may not assign or transfer Tenant's rights or obligations under this Agreement.
10. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Waukesha County, Wisconsin.
11. **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.**
12. Any notice given under this Agreement shall be deemed effective when personally delivered in writing, or the third business day after notice is deposited with the United States Postal Service, postage prepaid, certified with return receipt requested, or a commercially recognized overnight delivery service providing confirmation of delivery and addressed as follows:

If to the Village:

Village of Hartland
Attention: Village Administrator
210 Cottonwood Avenue
Hartland, WI 53029

If to Tenant:

Elise Miller
Lake Country Bed Barn
548 Saxony Ct
Hartland, WI 53029

13. Notwithstanding any contrary term herein, if any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, whether or not foreseeable, including (but not limited to) fire, earthquake, war, terrorist act, flood, riot, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) days.
14. Tenant hereby acknowledges and agrees that the Village President, Village Clerk, Village Board of Trustees, Village officials and Village employees have acted with reference to this Agreement solely in their official capacities and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, is hereby expressly released and waived.
15. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be executed by facsimile or scanned signatures and any signed Agreement or signature page to this Agreement that is transmitted by facsimile or in the portable document format (.pdf) shall be treated in all manners and respects as an original Agreement or signature page.

[The remainder of this page is intentionally left blank with a signature page to follow.]

MEMORANDUM

TO: President and Village Board

FROM: David E. Cox, Village Administrator 

DATE: August 7, 2015

SUBJECT: Northeastern Development – CTH KE Route

As the Board may recall, I have had some discussions with potential developers of land in the area northeast of the Village between Mary Hill and the conceptually-approved Homestead subdivision. During those discussions, it has become evident that the matter of disagreement between the Village's future roadway plans and the County's plans as it relates to the relocated County Highway KE may need to be resolved in order for future development to move forward.

Both the Village and the County agree that as development occurs in this area and traffic increases, the currently-existing "jog" in CTH KE at CTH K should be removed in order to improve safety at the intersection. As the attached area map (#1) shows, the Village-preferred and planned route follows a southerly route that would curve the road east to the intersection with CTH KE at Winkleman Road adjacent to the Windrush subdivision. The County route uses a northerly route creating the new intersection at Jungbluth Road adjacent to Bristlecone Pines. The Village's Comprehensive Land Use Plan (#2) shows anticipated roadway layouts for the County roads as well as anticipated future Village roads, which minimize connections with County roads in order to improve safety and allow for smoother traffic flow. As one can see in the concept plan for the Homestead subdivision (#3), the impact of the CTH KE location is significant on the layout of not only Homestead but on neighboring properties as well.

One of the most significant issues with the relocation of the roadway as the County currently plans is the hill on which the Village's water tower is located. In order to provide safe sight lines for increased traffic at the future intersection near Bristlecone Pines, the County would plan to cut the hill at the water tower down by approximately 12 feet. Further, the design anticipates some filling of the area of the intersection to flatten the entire stretch of road. Overall, an enormous amount of excavation that will significantly impact the area properties and which we are forced to consider in designing utilities in the area while the relocation questions remains open.

When the matter has been discussed in the past, outside parties, including the Southeastern Wisconsin Regional Plan Commission (SEWRPC), evaluated the situation and suggested that the County planned route is significantly more costly due to the needed excavation; perhaps as much as \$1 million more. However, the County determined that their route was preferred at that time.

President and Village Board
Northeastern Development – CTH KE Route
August 7, 2015
Page 2

While the Village did not force the issue during the Windrush subdivision review and, in fact, did not require the owners to show a potential future roadway on the Plat on the outlot in the northwest portion of the site, I believe we need to make a decision on this matter now in order to determine how the Village will proceed. If the County will adjust their plan, then Hartland's comprehensive plan is valid and can be easily used for development in the area. If the County route remains the future planned location of the road, then Hartland should adjust its own plans, including the Land Use Plan, to reflect the change.

The Village Board is asked to consider whether it wishes to request the County to adjust its plan for CTH KE to meet our plan or we will adjust our plan. Either way, the matter needs to be put to rest and the two plans should coincide.

DCCTH KE Location

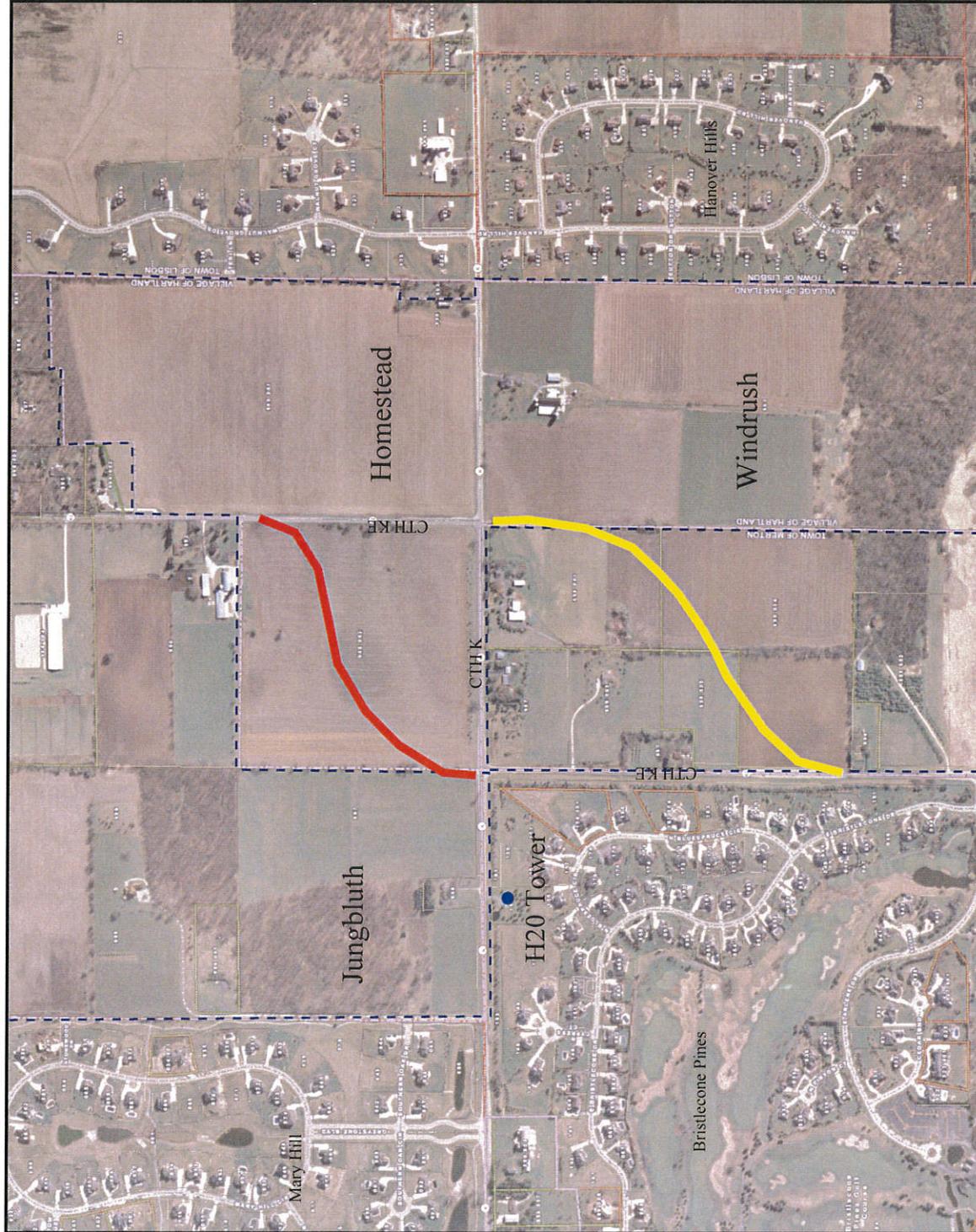
Attachments

cc: Mike Einweck, Public Works Director
Ryan Amtmann, Village Engineer



LAND INFORMATION SYSTEMS DIVISION

Waukesha County GIS Map



Legend

- Plats**
- Assessor Plat
 - CSM
 - Condo Plat
 - Subdivision Plat

- VOH Route
- County Route

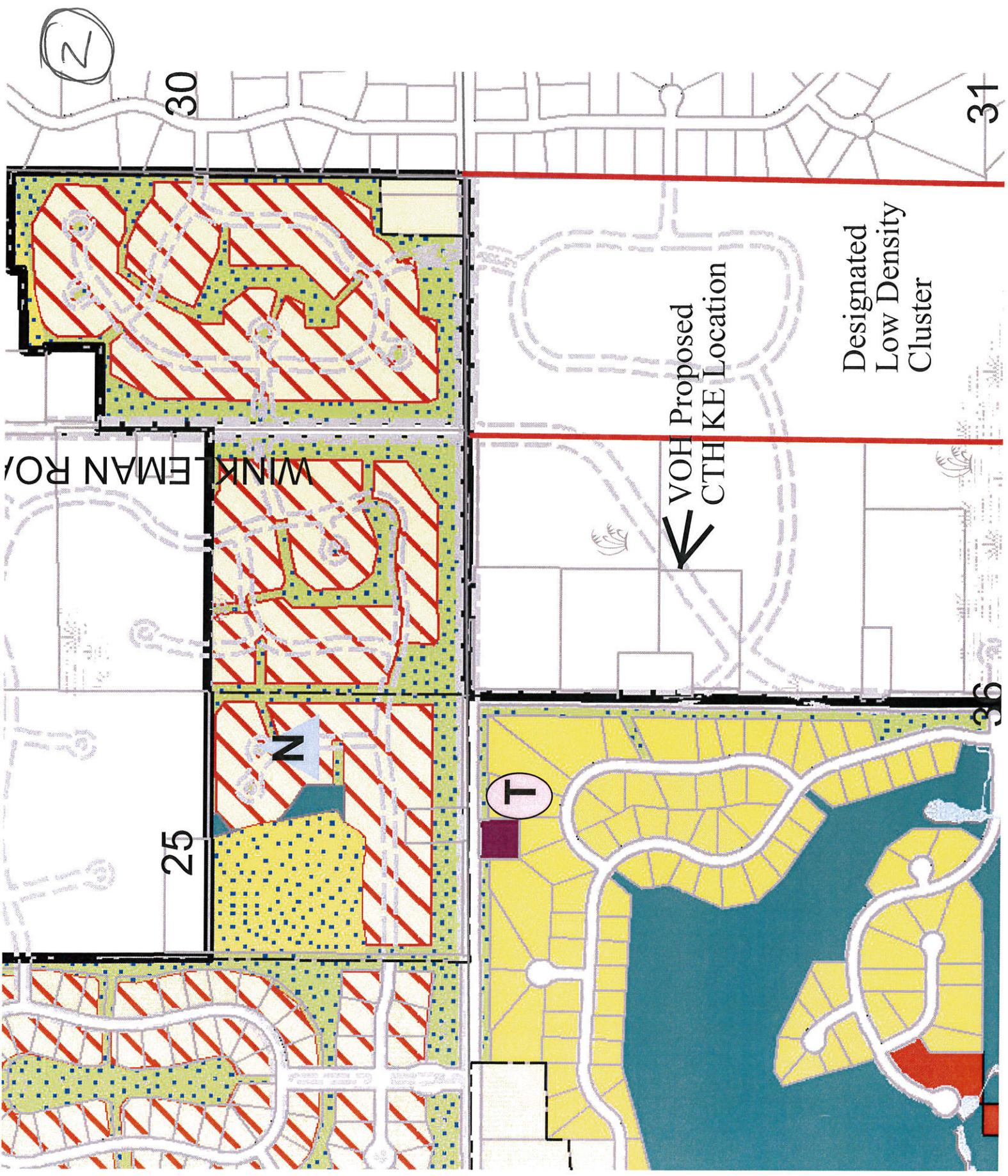
0 833.33 Feet

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

Notes:

Printed: 8/7/2015





2

30

31

WINKLEMAN ROAD

VOH Proposed
CTH KE Location

Designated
Low Density
Cluster

25

N

T

36

MEMO

TO: David E. Cox, Village Administrator
FROM: Michael Einweck, Director of Public Works
DATE: August 6, 2015
SUBJECT: Windrush Subdivision
Letter of Credit Security Reduction

The developer, Mr. James Siepmann of Sunrise Development, LLC, has requested a reduction in the letter of credit security for the Windrush 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 first request for security reduction.

The existing letter of credit may be reduced from the current balance of \$5,092,350.00 to \$3,497,592.11. This is a reduction in the amount of \$1,594,757.89. If approved by the Board, staff will contact the issuer of the security with the new amount contingent upon receiving the lien waivers for this reduction. The remaining balance is adequate to cover the outstanding 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

August 6, 2015

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

RE: Windrush Development
Letter of Credit Reduction No. 1

Dear Mike:

I have reviewed Sunrise Development, LLC's first request to reduce the Letter of Credit amount by \$1,594,757.89. I am in agreement with this request and recommend that the Village Board reduce the total Letter of Credit amount of \$5,092,350.00 to \$3,497,592.11. This recommendation is based upon inspection records 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 Manager
jwegner@ruekert-mielke.com

JJW:tag

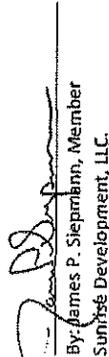
cc: Ryan T. Amtmann, P.E., Ruekert / Mielke
File

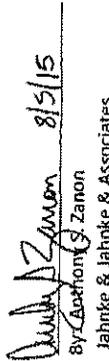
Certification of Work Completed and Authorization for Letter of Credit Reduction

Village of Hartland
 Subdivision: Windrush
 Developer: Sunrise Development, LLC
 Date: August 5, 2015
 Report #: 1
 Developer's Agreement Date: April 21, 2015
 Covering Period from: 5/28/15-7/31/15
 Letter of Credit Date: 4/24/2015
 Total Letter of Credit: \$5,092,350
 Total Letter of Credit Reduction Requested: \$1,594,757.89

Description of Improvements Required	Contractor	Total Bid Amount	Letter of Credit Amount (Bid + 20%)	Work Completed to Date			Amount to Remain
				Previous Report	This Period	To Date	
Grading	Super Western	\$ 855,000.00	\$ 1,026,000.00	\$ -	\$ 399,044.44	\$ 399,044.44	\$ 626,955.56
Paving	Stark Asphalt	\$ 738,187.90	\$ 885,825.48	\$ -	\$ -	\$ -	\$ 885,825.48
Sewer & Water	Heartland Construction	\$ 2,477,420.00	\$ 2,972,904.00	\$ -	\$ 1,168,440.00	\$ 1,168,440.00	\$ 1,804,464.00
Restoration	Mfrec	\$ 172,918.04	\$ 207,501.65	\$ -	\$ 27,273.45	\$ 27,273.45	\$ 180,228.20
Totals:		\$ 4,243,525.94	\$ 5,092,350.00	\$ -	\$ 1,594,757.89	\$ 1,594,757.89	\$ 3,497,592.11

Accepted by:


 By: James P. Slepmann, Member
 Sunrise Development, LLC.


 By: Anthony G. Zanon
 Jahnke & Jahnke & Associates


 By: Ruckert & Fielke
 Village of Hartland

TO OWNER: Siepmann Realty Development PROJECT: Windrush Subdivision
 Attn: Jim Siepmann APPLICATION NO.: 1
 W240 N1221 Pewaukee Road PERIOD TO: 6/30/2015
 Waukesha, WI 53188 PROJECT NOS.: ARCHITECT
 FROM CONTRACTOR: Super Western, Inc. 1/4-ARCHITECT: CONTRACTOR
 N59 W14601 Bobolink Ave. CONTRACT DATE: SWI Project No. 2015206
 Menomonie Falls, WI 53051

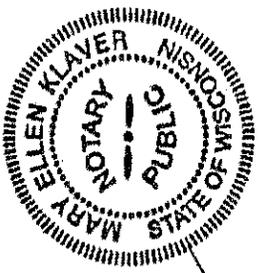
CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$855,000.00
2. Net change by Change Orders..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$855,000.00
4. TOTAL COMPLETED & STORED TO DATE..... \$195,740.00
 (Column G on G703)
5. RETAINAGE:
 a. ___% of Completed Work
 (Columns D + E on G703)
 b. ___% of Stored Material
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column 1 of G703)..... \$0.00
 TOTAL EARNED LESS RETAINAGE..... \$195,740.00
 (Line 4 less Line 5 Total)
6. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (line 6 from prior Certificate).....
 CURRENT PAYMENT DUE..... \$195,740.00
7. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6)..... \$659,260.00

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

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 Contractor

SUBCONTRACTOR: Super Western, Inc.
 By: *[Signature]* Date: 6/24/15
 Josh Rebert-Smith, Project Manager



Sate of: Wisconsin
 County of: Waukesha
 Subscribed and sworn to before me this 24th day of June, 2015
[Signature]
 Notary Public: Mary Ellen Klaver

My Commission expires: 09-05-2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the site observations and the data comprising this 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

AMOUNT CERTIFIED \$ 195,740.00
 (attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
 ARCHITECT: By: *[Signature]* Date: 7/24/15
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: Siepmann Realty Development
 Attn: Jim Siepmann
 W240 N1221 Pewaukee Road
 Waukesha, WI 53188

PROJECT: Windrush Subdivision

APPLICATION NO.: 2
 PERIOD TO: 7/31/2015
 PROJECT NOS.:
 JOB #:
 CONTRACT DATE:
 SWI Project No. 2015206

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

VIA ARCHITECT:
 Super Western, Inc.
 N59 W14801 Bobolink Ave.
 Menomonee Falls, WI 53051

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.

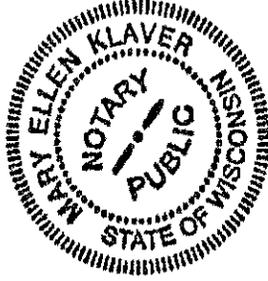
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor

- 1. ORIGINAL CONTRACT SUM..... \$855,000.00
- 2. Net change by Change Orders..... \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$855,000.00
- 4. TOTAL COMPLETED & STORED TO DATE..... \$389,044.44
 (Column G on G703)
- 5. RETAINAGE:
 - a. ___% of Completed Work _____
 - (Columns D + E on G703)
 - b. ___% of Stored Material _____ \$
 - (Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$0.00
- 6. TOTAL EARNED LESS RETAINAGE..... \$389,044.44
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$195,740.00
 (line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE..... \$203,304.44
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$455,955.56
 (Line 3 less Line 6)

SUBCONTRACTOR: Super Western, Inc.

By: *[Signature]*
 Josh Regan-Smith, Project Manager

Date: 7/24/15



State of: Wisconsin
 County of: Waukesha

Subscribed and sworn to before me this 24th day of July, 2015

[Signature]
 Notary Public: Mary Ellen Klaver

My Commission expires: 09-05-2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the site observations and the data comprising this 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

AMOUNT CERTIFIED \$ 203,304.44
 (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.)

By: *[Signature]*
 Architect: Andrew Zeman (Jahnke + Jahnke) 7/31/15

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

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

CONTINUATION SHEET

SUBCONTRACTOR'S APPLICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

in tabulation below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 2

APPLICATION DATE: 07/24/15

PERIOD TO: 07/31/15

PROJECT NO.: 2015206

AIA DOCUMENT G703

Windrush Development

ITEM NO.	DESCRIPTION OF WORK	QTY	UOM	Contract Amount	D		E		F	G	H
					WORK COMPLETED		This Period				
					From Previous Application (F from last application)	Amount	Qty	Amount			
10	Tracking Pad	1	LS	\$2,192.68	100%	2,192.68			2,192.68	100%	\$0.00
20	Strip Topsoil	1	LS	\$167,090.00			80%	\$133,672.00	133,672.00	80%	\$33,418.00
30	Cut/Fill Ponds	1	LS	\$94,427.16	60%	56,656.30	20%	\$18,885.43	75,541.73	80%	\$18,885.43
35	Cut/Fill Ponds	1	LS	\$91,735.04	60%	55,041.02	20%	\$18,347.01	73,388.03	80%	\$18,347.01
40	Pick Up and Place Sewer Spoils	1	LS	\$89,600.00					0.00	0%	\$89,600.00
45	Use Topsoil as Fill	1	LS	\$119,645.12					0.00	0%	\$119,645.12
50	Replace Topsoil	1	LS	\$65,000.00	10%	6,500.00	15%	\$9,750.00	16,250.00	25%	\$48,750.00
60	Clay Liner for Pond	1	LS	\$22,650.00			100%	\$22,650.00	22,650.00	100%	\$0.00
70	Infiltration Basin Soil	1	LS	\$75,350.00	100%	75,350.00			75,350.00	100%	\$0.00
80	Overexcavate Pond- Use as Fill	1	LS	\$127,310.00					0.00	0%	\$127,310.00
TOTALS						\$195,740.00		\$203,304.44	\$399,044.44		\$455,955.56

Heartland Construction, Inc.
 393 Hartford Road
 Slinger, WI 53086
 Phone: (262)644-9331 Fax: (262)644-9944

INVOICE

INVOICE NO. INV 2196

BILLING PHONE:
 BILLING FAX:

ACCT. NO.: SIEPMANN REALTY CORP
 SOLD TO: SIEPMANN REALTY CORP
 W240 N1221 PEWAUKEE ROAD
 WAUKESHA, WI 53186

SHIP TO:

SALES NO.	PURCHASE ORDER NO.	SHIP VIA	SALES-PERSON	DATE SHIPPED	TERMS	INVOICE DATE
2				07/14/2015	NET 30 DAYS	06/26/2015

QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.0	1.0	0.0	1545	TERMS: NET 30 DAYS. ALL PAST DUE AMOUNTS WILL BE SUBJECT TO A SERVICE CHARGE OF 1.0% PER MONTH (12.0% PER ANNUM) WORK COMPLETED TO DATE WIND RUSH SUBDIVISION PER ATTACHED DETAIL	624,201.50	624,201.50

OK
Audrey Zannon
Jahnke
7/24/15

Weight 0.00 lbs.

SALES AMOUNT	624,201.50
TAXABLE TOTAL	0.00
SALES TAX	0.00
FREIGHT	0.00
TOTAL	624,201.50

Thank You

WINDRUSH SUBDIVISION

DRAW #1 June 26, 2015

UNIT		DESCRIPTION	UNIT	
QUANTITY	MEASURE		COST	TOTAL
1708	FT	8" C-900 SANITARY SEWER	\$90.00	\$153,720.00
5589	FT	8" PVC SANITARY SEWER	\$75.00	\$419,175.00
165	FT	6" PVC RISERS	\$155.00	\$25,575.00
1950	FT	6" PVC SEWER LATERALS	\$42.00	\$81,900.00
33	EA	SANITARY MANHOLES	\$3,000.00	\$99,000.00
4	EA	ROAD OPENINGS	\$10,000.00	\$40,000.00
200	FT	12" HDPE WATER BORE	\$250.00	\$50,000.00
650	FT	12" C-900 WATER (PVC)	\$55.00	\$35,750.00
2084	FT	12" HDPE WATER	\$55.00	\$114,620.00
7151	FT	8" C-900 WATER (PVC)	\$40.00	\$286,040.00
260	FT	6" C-900 WATER	\$40.00	\$10,400.00
6	EA	12" VALVES	\$2,600.00	\$15,600.00
22	EA	8" VALVES	\$1,400.00	\$30,800.00
19	EA	6" VALVES & HYDRANTS	\$4,200.00	\$79,800.00
2000	FT	1 1/4" WATER LATERALS	\$30.00	\$60,000.00
495	FT	12" HDPE STORM	\$32.00	\$15,840.00
226	FT	15" HDPE STORM	\$34.00	\$7,684.00
125	FT	18" HDPR STORM	\$38.00	\$4,750.00
893	FT	24" HDPE STORM	\$45.00	\$40,185.00
244	FT	36" HDPE STORM	\$55.00	\$13,420.00
1320	FT	12" RCP STORM	\$38.00	\$50,160.00
701	FT	15" RCP STORM	\$40.00	\$28,040.00
129	FT	18" RCP STORM	\$45.00	\$5,805.00
190	FT	21" RCP STORM	\$50.00	\$9,500.00
14	FT	24" RCP STORM	\$52.00	\$728.00
875	FT	36" RCP STORM	\$65.00	\$56,875.00
4	EA	POND OUTLET STRUCTURES	\$1,500.00	\$6,000.00
26	EA	STORM MANHOLES	\$1,350.00	\$35,100.00
30	EA	CATCH BASINS	\$1,200.00	\$36,000.00
21	EA	ENDWALLS	\$1,300.00	\$27,300.00
		TOTAL		\$1,839,767.00
				\$624,201.50

Heartland Construction, Inc.
 393 Hartford Road
 Slinger, WI 53086
 Phone: (262)644-9331 Fax: (262)644-9944

INVOICE

INVOICE NO. INV 2198

BILLING PHONE:
 BILLING FAX:

ACCT. NO.: SIEPMANN REALTY CORP
 SOLD TO: SIEPMANN REALTY CORP
 W240 N1221 PEWAUKEE ROAD
 WAUKESHA, WI 53186

SHIP TO:

SALES NO.	PURCHASE ORDER NO.		SHIP VIA	SALES-PERSON	DATE SHIPPED	TERMS	INVOICE DATE
4					07/27/2015	NET 30 DAYS	07/27/2015
QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDERED	ITEM NO.	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
1.0	1.0	0.0	1545	TERMS: NET 30 DAYS. ALL PAST DUE AMOUNTS WILL BE SUBJECT TO A SERVICE CHARGE OF 1.0% PER MONTH (12.0% PER ANNUM) WORK COMPLETED TO DATE AT WINDRUSH WORK COMPLETED		544,238.50	544,238.50

*OK
 Audrey Zaron
 Jahnke & Jahnke
 7/31/15*

Weight 0.00 lbs.

SALES AMOUNT	544,238.50
TAXABLE TOTAL	0.00
SALES TAX	0.00
FREIGHT	0.00
TOTAL	544,238.50

Thank You

WINDRUSH SUBDIVISION

DRAW #1 June 26, 2015 DRAW #2 July 27, 2015

UNIT		UNIT		UNIT		UNIT		
QUANTITY	MEASURE	DESCRIPTION	COST	TOTAL	UNITS	TOTAL	UNITS	TOTAL
1708	FT	8" C-900 SANITARY SEWER	\$90.00	\$153,720.00	939	\$84,510.00	769	\$69,210.00
5589	FT	8" PVC SANITARY SEWER	\$75.00	\$419,175.00	2977	\$223,275.00	2612	\$195,900.00
165	FT	6" PVC RISERS	\$155.00	\$25,575.00	79.5	\$12,322.50	85.5	\$13,252.50
1950	FT	6" PVC SEWER LATERALS	\$42.00	\$81,900.00	472	\$19,824.00	1478	\$62,076.00
33	EA	SANITARY MANHOLES	\$3,000.00	\$99,000.00	15	\$45,000.00	18	\$54,000.00
4	EA	ROAD OPENINGS	\$10,000.00	\$40,000.00	2	\$20,000.00	1	\$10,000.00
200	FT	12" HDPE WATER BORE	\$250.00	\$50,000.00	200	\$50,000.00		\$0.00
650	FT	12" C-900 WATER (PVC)	\$55.00	\$35,750.00	550	\$30,250.00		\$0.00
2084	FT	12" HDPE WATER	\$55.00	\$114,620.00		\$0.00		\$0.00
7151	FT	8" C-900 WATER (PVC)	\$40.00	\$286,040.00	1933	\$77,320.00	2515	\$100,600.00
260	FT	6" C-900 WATER	\$40.00	\$10,400.00		\$0.00		\$0.00
6	EA	12" VALVES	\$2,600.00	\$15,600.00	1	\$2,600.00		\$0.00
22	EA	8" VALVES	\$1,400.00	\$30,800.00	5	\$7,000.00	7	\$9,800.00
19	EA	6" VALVES & HYDRANTS	\$4,200.00	\$79,800.00	2	\$8,400.00	7	\$29,400.00
2000	FT	1 1/4" WATER LATERALS	\$30.00	\$60,000.00		\$0.00		\$0.00
495	FT	12" HDPE STORM	\$32.00	\$15,840.00	130	\$4,160.00		\$0.00
226	FT	15" HDPE STORM	\$34.00	\$7,684.00	40	\$1,360.00		\$0.00
125	FT	18" HDPR STORM	\$38.00	\$4,750.00	20	\$760.00		\$0.00
893	FT	24" HDPE STORM	\$45.00	\$40,185.00	210	\$9,450.00		\$0.00
244	FT	36" HDPE STORM	\$55.00	\$13,420.00	40	\$2,200.00		\$0.00
1320	FT	12" RCP STORM	\$38.00	\$50,160.00	40	\$1,520.00		\$0.00
701	FT	15" RCP STORM	\$40.00	\$28,040.00		\$0.00		\$0.00
129	FT	18" RCP STORM	\$45.00	\$5,805.00		\$0.00		\$0.00
190	FT	21" RCP STORM	\$50.00	\$9,500.00		\$0.00		\$0.00
14	FT	24" RCP STORM	\$52.00	\$728.00		\$0.00		\$0.00
875	FT	36" RCP STORM	\$65.00	\$56,875.00	40	\$2,600.00		\$0.00
4	EA	POND OUTLET STRUCTURES	\$1,500.00	\$6,000.00	4	\$6,000.00		\$0.00
26	EA	STORM MANHOLES	\$1,350.00	\$35,100.00	1	\$1,350.00		\$0.00
30	EA	CATCH BASINS	\$1,200.00	\$36,000.00		\$0.00		\$0.00
21	EA	ENDWALLS	\$1,300.00	\$27,300.00	11	\$14,300.00		\$0.00
TOTAL				\$1,839,767.00		\$624,201.50		\$544,238.50

MTEC Environmental, Inc.

597 W. Red Pine Cir
Dousman, WI 53118

Invoice



Bill To
SUNRISE DEVELOPMENT, LLC W240 N1221 PEWAUKEE RD WAUKESHA, WI 53188

Date	Invoice #
7/6/2015	2015-72
Terms	Project
Net 30	WINDRUSH

Item	Quantity	Unit	Description	Rate	Amount
Seeding	1.00	SUM	2. TEMP SEED AND MULCH DIVERSION BERMS IN LIEU OF SILT FENCE	2,000.00	2,000.00T
Seeding	2.00	EA	3. TEMP SEED AND MULCH TOPSOIL PILES	950.00	1,900.00T
E-MAT	9,000.00	SY	4. E-MAT CLASS I TYPE B FOR PONDS WITH NATIVE MEXIC SEED	1.75	15,750.00T
E-MAT	1,400.00	SY	5. E-MAT CLASS III TYPE A	4.50	6,300.00T

*OK
Cheryl Braun
John & John
8/5/15*

Subtotal	\$25,950.00
Sales Tax (5.1%)	\$1,323.45
Total	\$27,273.45
Payments/Credits	\$0.00
Balance Due	\$27,273.45

THANK YOU FOR YOUR BUSINESS!

MEMO

TO: David E. Cox, Village Administrator

FROM: Michael Einweck, Director of Public Works

DATE: August 6, 2015

**SUBJECT: WE Energies Gas Distribution Easement
Bark River Greenway**

WE Energies is requesting an easement from the Village in order to complete the third and final part of the gas distribution system upgrade project to provide Advanced Disposal with an alternative fuel source for their disposal truck fleet. The attached easement document would allow for the new 8" gas line to be placed along our pathway in the Bark River Greenway. This route will avoid conflicts with utilities in Lawn Street and a crossing of the large culverts just north of this location.

The new gas line will be from 3' to 5' in depth and will avoid the proposed improvements associated with the Riverwalk Development project. As part of the Village granting the easement, WE Energies will restore the Village land and provide funds to install two trees along the Greenway. WE Energies would like to commence the work in the very near future in order to avoid conflicts when school is in session and the upcoming Riverwalk Development project.

Please place this on the next Village Board agenda for consideration. If approved, the easement document will need to be signed and recorded.

Attachment

cc: Darlene Igl, Village Clerk
Mike Gerszewski, DPW Operations Supervisor

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **3769898** IO NO. **MRL13500602**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **VILLAGE OF HARTLAND**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 10 feet in width of Grantor's premises described as **Lots 21, and 22, and Oulots 2 and 3 of the VILLAGE OF HARTLAND ASSESSOR'S PLAT NO. 1**, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 8 North, Range 18 East, in the Village of Hartland, County of Waukesha, State of Wisconsin.

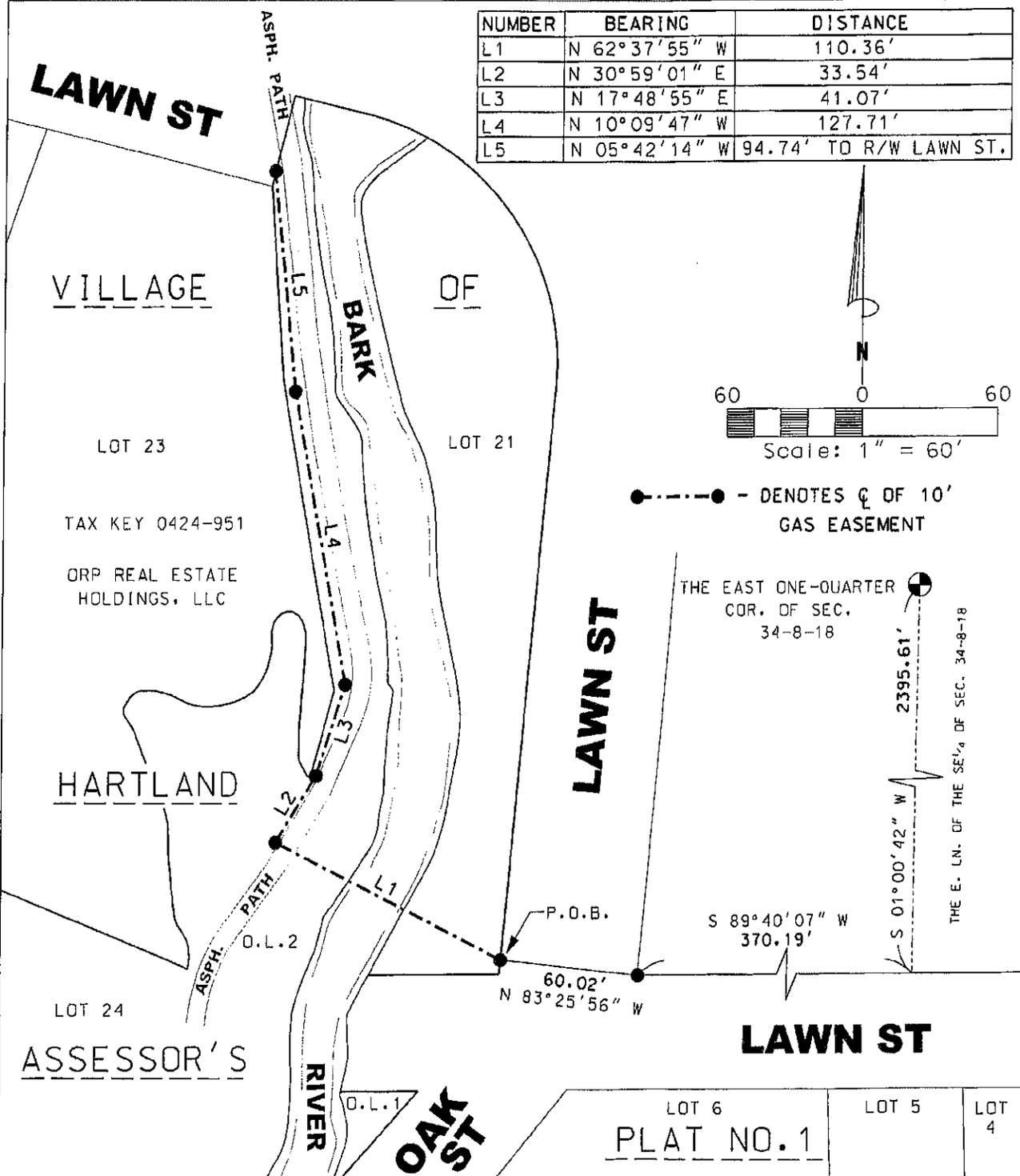
The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

HAV 0424-950 & HAV 0729-068
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, a pipeline together with all necessary and appurtenant equipment underground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area with Grantor's prior approval.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area with prior notification to Grantor unless it is an emergency situation at which time the Grantor will be notified immediately after the fact. Any damage caused shall be restored to the satisfaction of the Grantor.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents and to the satisfaction of the Grantor.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

NUMBER	BEARING	DISTANCE
L1	N 62° 37' 55" W	110.36'
L2	N 30° 59' 01" E	33.54'
L3	N 17° 48' 55" E	41.07'
L4	N 10° 09' 47" W	127.71'
L5	N 05° 42' 14" W	94.74' TO R/W LAWN ST.



LAWN ST

VILLAGE OF

LOT 23

LOT 21

TAX KEY 0424-951

ORP REAL ESTATE HOLDINGS, LLC

HARTLAND

LOT 24

ASSESSOR'S

OAK ST

LAWN ST

LAWN ST

LOT 6
PLAT NO. 1

LOT 5

LOT 4

EXHIBIT "A"

weenergies **WKE**

TITLE
 PROPOSED GAS EASEMENT IN THE
 SE 1/4 OF THE SE 1/4 OF SEC. 34, T8N, R18E,
 VILLAGE OF HARTLAND, WAUKESHA COUNTY,
 WISCONSIN

DRAWN BY: k.r.spaight
 DATE: 07-31-2015
 WR NUMBER:
 REVISIONS:

Grantor: VILLAGE OF HARTLAND

By _____

DAVID C. LAMERAND / PRESIDENT

By _____

DARLENE IGL / CLERK

Personally came before me in _____ County, Wisconsin on _____, 2015,
the above named DAVID LAMERAND, the PRESIDENT and DARLENE IGL, the CLERK of the VILLAGE OF HARTLAND,
for the municipal corporation, by its authority, and pursuant to the approval by its Village Board on August 10th, 2015.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Alex Vojvodich on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.