

**VILLAGE BOARD AGENDA**  
**MONDAY, OCTOBER 26, 2015**  
**7:00 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

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.)

1. Consideration of a motion to approve Village Board minutes of October 13, 2015.
2. Consideration of a motion to approve the vouchers for payment.
3. Consideration of actions related to Licenses and Permits
  - a. Consideration of a motion to approve Operator (Bartender) Licenses with terms ending June 30, 2016
  - b. Consideration of a motion to approve a Street Use Permit for closure of River Grove Lane for the Four Winds Fall Fest Fun, October 31 from 3 – 5 pm.
4. **PUBLIC HEARING** on the proposed 2016 Village Budget including the General Fund, Water and Sewer Utility Funds, Debt Service, and all other Revenue and Expenditure Funds with consideration of adoption of the budget at the November 9, 2015 Village Board meeting.
5. Consideration of a motion to approve Change Order 1 (Final) for the 2015 Crack Sealing Contract with Precision Sealcoating, Inc. in the net additional amount of \$562.50 for a revised contract price of \$45,562.50.
6. Consideration of a motion to approve a reduction in the Letter of Credit for the Windrush Subdivision.
7. Consideration of a motion to approve Resolution No. 10/26/2015-01, A Resolution to Adopt the Official Legal Description for the Village of Hartland.
8. Consideration of a motion to approve Resolution No. 10/26/2015-02, A Resolution to Authorize the Combining of Wards for Elections in the Village of Hartland.
9. Consideration of a motion to approve a Full Rate Case Contract with Baker Tilly related to water utility rates.
10. Consideration of an agreement regarding recapture of certain utility costs with Sunrise Development, LLC.

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**MONDAY, OCTOBER 26, 2015**  
**7:00 PM**  
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11. Consideration of a motion to approve a contract with von Briesen and Roper, S.C. for services of the Village Attorney.
12. Consideration of a motion to approve the compensation for newly-appointed full time Fire Chief Dave Dean.
13. 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.
14. 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.

## MEMORANDUM

**TO:** President and Board of Trustees  
**FROM:** David E. Cox, Village Administrator  
**DATE:** October 23, 2015  
**SUBJECT:** Agenda Information



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

### Item 5 Regarding Change Order #1 for Crack Sealing

**Background:** As Public Works Director Einweck's memo indicates, the 2015 Crack Sealing program is complete and the final quantities area known. The original contract called for installation of 32,000 pounds of crack filler at a rate of about \$1.41 per pound. Based on the amount of crack filling that occurred, the final quantity of fill material used was 32,400 pounds. The Change Order accounts for the additional material at the unit cost.

**Recommendation:** Approve Change Order #1 (Final).

### Item 6 Regarding Letter of Credit Reduction for Windrush Subdivision

**Background:** Director Einweck's memo outlines the reduction in the Letter of Credit for the Windrush subdivision to not only reflect the work that has been installed but to correct the amount of the Letter, which was originally produced in an amount higher than was required.

**Recommendation:** Approve the Letter of Credit reduction.

### Item 7 Regarding the official legal description and Corporate Boundaries map.

**Background:** After annexations, the Village is required to adopt an updated legal description of the Village's corporate boundary. Based on recent annexations (Windrush and Four Winds), the description of the boundary has been updated and confirmed by the Village Engineer's office. The Board is asked to consider the resolution.

**Recommendation:** Approve the Resolution setting the new legal description.

### Item 8 Regarding combining of Wards for elections.

**Background:** The Board will recall that annexations in 2013 necessitated the creation of a new election/voting ward in the Village. Earlier resolutions established various combinations of wards for ballot and voting purposes and those combinations have previously required periodic action by the

Village Board. The resolution being proposed authorizes and assigns the responsibility to determine when and which wards will be combined for balloting and voting purposes to the Village Clerk, which will allow those decisions to be made quickly and efficiently at the staff level.

Recommendation: Approve the resolution designating this authority to the Village Clerk.

Item 9 Regarding a contract for a Full Water Rate Case Study

Background: Finance Director Bailey's memo outlines information regarding the use of the Village's auditing firm to perform the necessary study and develop the necessary material for the Public Service Commission (PSC) to consider a water rate increase for the Village. As the Board will recall, the Village's water utility rates are not keeping pace with the cost of the utility and, in particular, with the increasing costs of maintaining and replacing the infrastructure. Funds have been included in the budget to undertake this rate review process through which a submittal will be made to the PSC early next year. Once the PSC has determined a proper rate, the Village Board will be asked to consider its implementation effective in December of 2016.

Recommendation: Approve the Full Rate Case Study and submission.

Item 10 Regarding a water Recapture Agreement with the developer of Windrush

Background: As the Board may recall, the Developer of Windrush was required to install a water system that included two facilities that increase the water pressure to accommodate the fact that the northeast area of the Village is at a higher elevation than other parts of the Village. Portions of the water system that was installed were designed to serve an area much larger than the Windrush subdivision and even larger than the conceptually-approved Homestead subdivision owned by the same developer. As such, the developer is requesting a recapture agreement through which the developer could be reimbursed by future users of the system for some of those costs. Like other similar agreements approved by the Village, the proposed recapture agreement allows a ten (10) year recapture period during which the Village agrees to collect and reimburse to the developer a charge levied against each new user of the system. The agreement calls for the fee to be paid upon Final Plat approval for any new subdivisions or at connection application for any existing house or one created through a small land division. The draft agreement includes an estimated recapture charge of approximately \$4,000 per household. This amount will be updated later at the time the Village accepts the water system infrastructure and the final costs are known. It is expected that the final amount will be slightly lower than shown in the draft. The Village Attorney and the developer have reviewed and approve of the draft agreement.

Recommendation: Approve the proposed Recapture Agreement.

Item 11 Regarding an updated agreement for Village Attorney services.

**Background:** As the Board will recall, Hector de la Mora and his law offices have been the Village Attorney for many years. His services include general Village legal work and Village Prosecutor services. Other specialized legal work (Personnel, TIF, Bond Counsel, etc.) are handled by other firms depending on the need. Earlier this year, the de la Mora firm was merged with von Briesen and Roper, another of the firms with which the Village works. At that time, action was taken to confirm the change in firm name with no change in rates. The Board is being asked to consider an update to our agreement for Village Attorney services to include the new firm name and to update the rate for work performed by de la Mora and the Prosecutor. The new rate, effective January 2016 will be \$170 per hour, which is increasing from \$153 per hour. This rate would apply to all services made in connection with the Village Attorney's office including general work by de la Mora and the Village Prosecutor work at the Municipal Court. As the material notes, this is the first increase since 2013 and the second increase since 2009. The working relationship with de la Mora and his firm has been very positive over the years and the firm coordinates well with the other attorneys the Village uses. Additionally, the move to von Briesen has expanded the services we have available and the connection among our attorneys.

**Recommendation:** Approve the new agreement with von Briesen for de la Mora's services.

**VILLAGE BOARD MINUTES  
TUESDAY, OCTOBER 13, 2015  
7:00 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

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

Others: Administrator Cox, Finance Director Bailey, DPW Director Einweck, Jim Mann.

Roll Call

Pledge of Allegiance – Trustee Swenson

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 (Wallschlager/Meyers) to approve Village Board minutes of September 28, 2015. Carried (7-0).
2. Motion (Landwehr/Swenson) to approve the vouchers for payment in the amount of \$549,392.04. Carried (6-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits
  - a. Motion (Compton/Landwehr) to approve Operator (Bartender) Licenses with terms ending June 30, 2016. Carried (7-0).
  - b. Motion (Swenson/Wallschlager) to approve a Temporary Class "B" license for St. Charles, Moonlight Trivia. Carried (7-0).
  - c. Motion (Swenson/Landwehr) to approve a Temporary Operator's license for Moonlight Trivia. Carried (7-0).
  - d. Motion (Meyers/Swenson) to approve a Street Use Permit for Lighthouse events 5K on Campus Drive. Carried (7-0).
4. Consideration of actions related to the issuance of Bonds
  - a. Presentation of information regarding proposals received for the sale of bonds as approved by the Village Board.

Jim Mann reported that a competitive sale of bids was conducted for the issuance of general obligation bonds with three bids received. The winning bidder was R. W. Baird providing the lowest bid with a blended interest rate 2.56%. During planning it was anticipated that the rate may be approximately 2.97%. The bid was provided with a premium which allows the Village to utilize the additional funds to cover the underwriter's discount and to use excess proceeds to offset future interest costs. This

allowed R. W. Baird to charge a higher coupon range. The interest rate is significantly lower than planned which will provide a net savings over the life of the issue of \$120,000. It was stated that the size of the issue was lowered to \$2,975,000 based on reduced issuance costs.

- b. Consideration of Resolution No. 10/13/2015-01, Resolution Awarding The Sale Of \$2,975,000 General Obligation Corporate Purpose Bonds, Series 2015A

Motion (Swenson/Landwehr) to approve Resolution No. 10/13/2015-01, Resolution Awarding The Sale of \$2,975,000 General Obligation Corporate Purpose Bonds, Series 2015A. Roll call vote taken – carried unanimously.

5. 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 stated that a letter had been sent on October 2<sup>nd</sup> after meeting with Federal Railroad Administration representatives requesting that the Quiet Zone to become effective. The Village is waiting for CP Rail to respond by it is estimated that the quiet zone will be in effect beginning around Oct. 23.

Administrator Cox stated that a ribbon cutting event will be held at Nixon Park on Saturday, Oct. 17 designating Hartland as the first Ice Age Trail Alliance Community.

6. Adjourn.

Motion ((Stevens/Wallschlager) to adjourn. Meeting adjourned at 7:15 p.m.

Respectfully submitted,

Darlene Igl  
VillageClerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: October 23, 2015

RE: Voucher List

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Attached is the voucher list for the October 26, 2015 Village Board meeting.

October 26, 2015 Checks: \$277,842.79

Total amount to be approved: \$277,842.79

VILLAGE OF HARTLAND  
VOUCHER LIST - OCTOBER 26, 2015

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-23000 SPECIAL DEPOSITS	FAESSLER, SHAWN & ELLEN	COMMUNITY ROOM DEPOSIT REFUND	\$75.00
G 101-34225 DESIGNATED-HPD SPEED TRAILER	HARTLAND SERVICE INC	REPAIR TO SPEED TRAILER	\$107.00
R 101-46730 RECREATION CLASSES	HURD, AARON & AMI	SPORTSSTART REFUND	\$20.00
R 101-46730 RECREATION CLASSES	JUDGE, JAMIE A	BABYSITTING REFUND	\$44.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	PANOS/1509834-3	\$300.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	SEGURA/1509802-6	\$174.00
G 101-23000 SPECIAL DEPOSITS	LEAVES OF CHANGE	REFUND BUSINESS OCCUPANCY DEPOSIT	\$500.00
G 101-23000 SPECIAL DEPOSITS	LIRELY, LARA	REFUND BUSINESS OCCUPANCY DEPOSIT	\$500.00
G 101-24240 COURT FINES DUE STATE	MID-MORAINNE MUNICIPAL COURT	ANDERSON/N1358159	\$429.00
G 101-24240 COURT FINES DUE STATE	MID-MORAINNE MUNICIPAL COURT	ANDERSON/N1358159	\$248.00
G 403-31841 MURPHY FARMS	RUEKERT & MIELKE	AUG-SEPT SERVICES	\$26,992.79
G 403-31786 SANCTUARY OF HARTLAND	RUEKERT & MIELKE	AUG-SEPT SERVICES	\$286.55
G 403-31786 SANCTUARY OF HARTLAND	RUEKERT & MIELKE	AUG-SEPT SERVICES	\$139.93
G 403-31848 HARTLAND SERVICE	RUEKERT & MIELKE	AUG-SEPT SERVICES	\$103.50
R 101-46730 RECREATION CLASSES	RUPERT, RUTH ANN	WINE GLASS PAINTING REFUND	\$37.00
G 101-21593 LONG TERM HEALTH CARE	TRANSAMERICA PREMIER LIFE INS	OCT PREMIUM/ROSCHE	\$149.92
R 101-46730 RECREATION CLASSES	VORPAHL,CAITLIN	SPORTSSTART REFUND	\$10.00
G 101-24240 COURT FINES DUE STATE	WAUKESHA CTY SHERIFF S DEPT	WARRANT/CURKA/15CM1580	\$1,060.00
G 101-24240 COURT FINES DUE STATE	WAUKESHA CTY SHERIFF S DEPT	WARRANT/CURKA/15CT820	\$360.00
EXPENSE Descr			\$31,536.69
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$490.15
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/MARQUETTE/ORGAS/SCHUETT	\$111.00
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/NOTCH	\$37.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	OCT-NOV CELLULAR	\$59.31
EXPENSE Descr AMBULANCE			\$697.46
EXPENSE Descr CEMETERY PAVING - ANNEX UPPER			
E 401-79175-285 CONSTRUCTION COSTS	STARK ASPHALT	CEMETERY DRIVEWAY PAVING	\$20,642.00
EXPENSE Descr CEMETERY PAVING - ANNEX UPPER			\$20,642.00
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-855 LIBRARY EXPENSE	ONTECH SYSTEMS, INC	LIBRARY PROJECT	\$1,285.13
EXPENSE Descr CORPORATE RESERVE EXPENSES			\$1,285.13

Account Descr	Search Name	Comments	Amount
EXPENSE Descr CRACK SEALING/PATCHING/POTHOLE			
E 401-70235-285 CONSTRUCTION COSTS	PRECISION SEALCOATING INC	2015 CRACK FILLING	\$45,562.50
E 401-70235-285 CONSTRUCTION COSTS	STARK ASPHALT	MISC ASPHALT PATCHING	\$27,180.80
EXPENSE Descr CRACK SEALING/PATCHING/POTHOLE			\$72,743.30
EXPENSE Descr DOWNTOWN PARKING LOT CONCEPT			
E 401-79185-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	AUG-SEPT SERVICES	\$422.70
EXPENSE Descr DOWNTOWN PARKING LOT CONCEPT			\$422.70
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-711 FAÇADE PROGRAM	BARK RIVER PROPERTIES	FAÇADE IMPROVEMENTS	\$10,000.00
E 804-56700-758 MEETINGS	BMO (CREDIT CARD-BID)	BOARD MEETING COFFEE/DONUTS	\$21.79
E 804-56700-746 TELEPHONE	BMO (CREDIT CARD-BID)	ATT UVERSE INTERNET	\$152.91
E 804-56700-719 EVENTS	BMO (CREDIT CARD-BID)	CHAMBER HOSTING	\$14.47
E 804-56700-746 TELEPHONE	BMO (CREDIT CARD-BID)	ATT PHONE BILL	\$149.40
E 804-56700-738 MEMBERSHIPS	BMO (CREDIT CARD-BID)	ICE AGE TRAIL ALLIANCE MEMBERSHIP	\$100.00
E 804-56700-719 EVENTS	GARDNER, CINDY	WATER-ICE AGE CEREMONY/BUS.TRICK CANDY	\$66.65
E 804-56700-719 EVENTS	HARTLAND AREA CHAMBER COMMERCE	EVENT SPONSORSHIP HOLIDAY TRAIN	\$500.00
E 804-56700-713 SIGN/AWNING/PAINTING GRANTS	LEAVES OF CHANGE	SIGN GRANT	\$173.00
E 804-56700-713 SIGN/AWNING/PAINTING GRANTS	LIRELY, LARA	PROJECTION SIGN/WINDOW/DOOR DECALS	\$533.00
E 804-56700-713 SIGN/AWNING/PAINTING GRANTS	LIRELY, LARA	SANDWICH BOARD SIGN	\$50.00
EXPENSE Descr ECONOMIC DEVELOPMENT			\$11,761.22
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	BANYON DATA SYSTEMS INC	CREDIT CARD INTERFACE PROGRAM	\$995.00
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$62.93
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$73.79
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	OCTOBER FEES	\$164.25
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	MILEAGE	\$56.36
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/DETERT	\$29.00
EXPENSE Descr FINANCIAL ADMINISTRATION			\$1,381.33
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BENDLIN FIRE EQUIPMENT CO, INC	PSI AIR TANKS	\$374.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BENDLIN FIRE EQUIPMENT CO, INC	CYLINDER GAUGE	\$39.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	NUTS/BOLTS/PARTS FOR 4371	\$20.94
E 101-52200-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	PROPANE/LOCKSET	\$30.39
E 101-52200-360 VEHICLE MAINT/EXPENSE	ELECTRICAL REBUILDERS INC	REPAIR OF 4371	\$1,855.95
E 101-52200-255 BLDGS/GROUNDS	FLEMINGS FIRE 1, INC.	ADV FIRE EXTINGUISHER	\$54.73
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PARTS HUT HARTLAND	SMALL ENGINE SUPPLIES	\$23.12
E 101-52200-255 BLDGS/GROUNDS	SUPERIOR CHEMICAL CORP	SHOWER FOAM CLEANER	\$124.57

Account Descr	Search Name	Comments	Amount
E 101-52200-220 UTILITY SERVICES	U.S. CELLULAR	OCT-NOV CELLULAR	\$121.65
EXPENSE Descr FIRE PROTECTION			\$2,644.85
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$123.30
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	SEPT-OCT COPIER	\$428.45
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL FEES	\$4,003.70
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	SEPT LEGAL FEES	\$690.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WI DEPT OF JUSTICE (CHKS)	RECORD CHECKS/BARTENDER	\$28.00
EXPENSE Descr GENERAL ADMINISTRATION			\$5,273.45
EXPENSE Descr INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	SEPTEMBER PERMITS	\$10,172.76
EXPENSE Descr INSPECTION			\$10,172.76
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	WHEEL FOR CHAIR	\$3.14
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$93.52
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$119.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$214.63
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$288.33
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$30.10
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	FLEMINGS FIRE 1, INC.	VALVE STEM KIT/FIRE EXTINGUISHER	\$83.73
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HAAG, DEAN	REIMBURSE MEALS/TRAINING	\$28.39
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	LUBE/OIL/FILTER-SQ 5	\$37.86
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	DIAGNOSE CRANK NO START	\$53.50
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	FRONT BRAKE SERVICE-SQ 2	\$633.05
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	FLUID FLUSH/ENGINE LIGHT/FAN/CANISTER VENT	\$1,227.44
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ. 5/ CHARGING SYSTEM/NEW BATTERY	\$224.05
E 802-52100-300 OPERATING SUPPLIES/EXPENSES	JEFF MONREAL	REIMBURSE FOR SCIT	\$145.41
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	MID-MORAINNE MUNICIPAL COURT	ANDERSON/N1358159	\$10.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	APC BACK UP PACK	\$73.95
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	UNIFORM/JORGENSEN	\$48.49
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	SEPT 2015 PRISONER HOUSING	\$447.57
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	ADM FUND OR REC/BARTENDER LICENSE	\$56.00
EXPENSE Descr LAW ENFORCEMENT			\$3,818.66
EXPENSE Descr LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$77.78
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$46.45
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$19.99

Account Descr	Search Name	Comments	Amount
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$29.12
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$15.09
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$94.05
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$61.59
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$33.59
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$18.32
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$12.71
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$138.77
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$92.29
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$18.90
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$137.10
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$164.60
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$287.66
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$535.45
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$10.07
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$19.02
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$30.21
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	CD/DVD/BOOK	\$691.14
E 101-55110-255 BLDGS/GROUNDS	DILLETT MECHANICAL SERVICE	ANNUAL MAINTENANCE	\$1,032.00
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	LARGE PRINT	\$500.03
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	JENSEN, JANET	REIMBURSEMENT/SUPPLIES	\$101.76
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	JENSEN, JANET	REIMBURSEMENT/SUPPLIES	\$25.00
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVD	\$106.26
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVD	\$503.73
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVD	\$172.88
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVD/CD'S	\$222.19
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVD	\$166.92
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT/CHILDREN AUDIOBOOKS	\$141.00
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	CREDIT DUE	-333.75
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/RESTOCK	\$29.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	SEPT ADDITIONAL IMAGES	\$21.07
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT ELECTRIC	\$2,384.21
EXPENSE Descr LIBRARY			\$7,906.20
EXPENSE Descr LIBRARY SPEC EXPENSE			
E 205-59100-305 EXPENSES-OTHER	ONTECH SYSTEMS, INC	BARCODE SCANNERS	\$1,085.00
E 205-59100-305 EXPENSES-OTHER	THE GALLORI	CUSTOM FRAMING	\$803.87
EXPENSE Descr LIBRARY SPEC EXPENSE			\$1,888.87
EXPENSE Descr MAPLE AVE (E CAPITOL TO RR)			
E 401-70380-285 CONSTRUCTION COSTS	STARK ASPHALT	MAPLE AVE PAVING	\$25,076.05

Account Descr	Search Name	Comments	Amount
EXPENSE Descr MAPLE AVE (E CAPITOL TO RR)			\$25,076.05
EXPENSE Descr MISC STORM SEWER REPAIR			
E 401-74010-285 CONSTRUCTION COSTS	STARK ASPHALT	MISC STORM SEWER REPAIRS	\$360.00
EXPENSE Descr MISC STORM SEWER REPAIR			\$360.00
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MATS	\$93.89
E 101-51600-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$2.18
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	OTIS ELEVATOR CO	NOV-JAN CONTACT	\$307.47
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT ELECTRIC	\$1,602.99
EXPENSE Descr MUNICIPAL BUILDING			\$2,006.53
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	BIEBELS TRUE VALUE	TAPE MEASURE/NAILS	\$21.36
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	FLEMINGS FIRE 1, INC.	ANNUAL INSPECTION/RECHARGE	\$57.57
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	OCT-NOV RESTROOM/PENBROOK	\$150.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	SUPERIOR CHEMICAL CORP	JANITORIAL SUPPLIES	\$71.60
EXPENSE Descr PARKS			\$300.53
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	CLAMP/WASHER/CAP SCREW	\$149.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	CREDIT DUE	-\$447.80
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	CREDIT DUE	-\$37.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	CABLE TIE	\$36.31
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FILTERS/ADAPTER/CLAMP	\$206.31
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FILTERS/DRYER REPAIR KIT	\$152.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	PENETRANT OIL	\$18.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	PENETRANT OIL	\$113.88
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	PULLEY	\$23.19
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	PULLEY	\$23.19
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	SERPENTINE BELT	\$492.58
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$33.83
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$330.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$2.18
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	CONLEY MEDIA LLC	CRACK SEALING ADVERTISMENT	\$52.32
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	GASOLINE/DIESEL FUEL/OFF ROAD DIESEL FUEL	\$670.40
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	GASOLINE/DIESEL FUEL/OFF ROAD DIESEL FUEL	\$708.30
E 101-53000-420 STORM SEWER	GEO-SYNTHETICS	MATTING	\$29.00
E 101-53000-420 STORM SEWER	HALQUIST STONE CO INC	RIP RAP	\$46.50
E 101-53000-180 OTHER BENEFITS	JAMBRETZ, DAVID J	REIMBURSE CLOTHING/BOOTS	\$200.00

Account Descr	Search Name	Comments	Amount
E 101-53000-180 OTHER BENEFITS	JAMBRETZ, DAVID J	DL REPLACEMENT	\$40.00
E 101-53000-410 STREETS GEN MAINT	MIDWEST FINISHING SYSTEMS, INC	GLASS BEAD	\$65.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OFFICEMAX	CHAIRS FOR SHOP	\$87.91
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	CONCRETE	\$76.50
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	PAPER SUPPLIES	\$138.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TIRES #21/MOWER TIRES	\$440.44
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TIRES FOR JOHN DEERE	\$240.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	TIRES #21/MOWER TIRES	\$188.88
E 101-53000-360 VEHICLE MAINT/EXPENSE	PRAXAIR DISTRIBUTION INC	OXYGEN/ACETYLENE/STARGON ARG	\$185.21
E 101-53000-360 VEHICLE MAINT/EXPENSE	REARDON METAL FABRICATING	MATERIAL CHUTE	\$580.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	REARDON METAL FABRICATING	CHIPPER CHUTE REPAIR	\$1,650.00
E 101-53000-180 OTHER BENEFITS	SCHLAFER, JAKE	DRIVERS LICENSE RENEWAL	\$40.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	SUPERIOR CHEMICAL CORP	JANITORAL SUPPLIES	\$310.45
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	AIR DRYER #27	\$353.03
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	CROSSTUBE ASSEMBLY	\$410.17
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	MIRROR	\$67.39
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	OCT-NOV LAPTOP CARDS	\$40.00
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	OCT-NOV CELLULAR	\$5.35
E 101-53000-360 VEHICLE MAINT/EXPENSE	WELDERS SUPPLY CO	TORCH CLEANER/SANDER DISK	\$307.60
EXPENSE Descr PUBLIC WORKS			\$8,030.08
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ARROWHEAD UNION HIGH SCHL DIS	LEARN TO SKATE-NO RENTAL	\$64.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ARROWHEAD UNION HIGH SCHL DIS	LEARN TO SKATE - RENTAL	\$153.60
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ARROWHEAD UNION HIGH SCHL DIS	LEARN TO SKATE - RENTAL	\$153.60
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$20.97
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	PRINCIPLES OF DRIBBLING	\$336.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	OPEN ART STUDIO	\$56.00
E 101-55300-295 TRIPS	MEMONEE FALLS SCHOOL DISTRIC	GO PACK TRIP/HERITAGE TRAIL/LUNCH/BUS	\$91.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	YOGA FOR KIDS	\$168.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OSBORNE, SHEILA RAE	LOOKING BETTER FOR LESS CLASS	\$175.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	OCT-NOV CELLULAR	\$6.95
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	LEARN TO SKATE PROGRAM AT NWJA	\$50.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$1,275.12
EXPENSE Descr REPAVE PATHWAYS - NOTTINGHAM			
E 401-76090-285 CONSTRUCTION COSTS	STARK ASPHALT	VILLAGE PARK PATHWAY PAVING	\$20,895.50
EXPENSE Descr REPAVE PATHWAYS - NOTTINGHAM			\$20,895.50
EXPENSE Descr RR QUIET ZONE			
E 401-79160-285 CONSTRUCTION COSTS	STARK ASPHALT	COTTONWOOD/MAPLE RR QUIET ZONE	\$4,881.20

Account Descr	Search Name	Comments	Amount
EXPENSE Descr RR QUIET ZONE			\$4,881.20
EXPENSE Descr SEWER SERVICE			
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	BATTERY PRODUCTS INC	LANTERN BATTERIES	\$47.94
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$69.43
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	OCTOBER FEES	\$25.27
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	FERGUSON WATERWORKS	SEWER CAPS	\$23.80
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	MBM	OCT-JAN COPIER	\$95.14
E 204-53610-305 EXPENSES-OTHER	OFFICEMAX	CHAIRS FOR SHOP	\$87.91
E 204-53610-220 UTILITY SERVICES	U.S. CELLULAR	OCT-NOV LAPTOP CARDS	\$39.99
EXPENSE Descr SEWER SERVICE			\$389.48
EXPENSE Descr TIF FUND EXPENSES			
E 216-58300-290 OUTSIDE SERVICES/CONTRACTS	VON BRIESEN & ROPER	SEPT LEGAL FEES	\$462.00
EXPENSE Descr TIF FUND EXPENSES			\$462.00
EXPENSE Descr TRUSTEES			
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$31.98
EXPENSE Descr TRUSTEES			\$31.98
EXPENSE Descr WATER UTILITY			
E 620-53700-921 OFFICE SUPPLIES & EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$69.43
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	OCTOBER FEES	\$63.17
E 620-53700-654 MAINTENANCE OF HYDRANTS	GRAINGER	UTILITY PUMP	\$120.85
E 620-53700-654 MAINTENANCE OF HYDRANTS	HD SUPPLY WATERWORKS, LTD	HYDRANT ASSEMBLY	\$398.67
E 620-53700-631 WATER TREATMENT - CHEMICALS	MARTELLE WATER TREATMENT	AQUA MAG BULK/CHLORINE CYLINDER/SODIUM HYPOC	\$2,120.03
E 620-53700-923 OUTSIDE SERVICES	MBM	OCT-JAN COPIER	\$95.14
E 620-53700-674 METERS	MIDWEST METER INC	METERS	\$4,978.50
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	CHLORINE	\$54.00
E 620-53700-655 MAINTENANCE OF OTHER PLANT	OFFICEMAX	CHAIRS FOR SHOP	\$87.91
E 620-53700-653 MAINTENANCE OF METERS	RUNDLE-SPENCE MFG CO	METER HORN/SWIVEL FITTINGS	\$113.36
E 620-53700-679 STRUCTURES & IMPROVEMENTS	STARK ASPHALT	WELL #4 DRIVEWAY REPLACEMENT	\$29,811.00
E 620-53700-678 HYDRANTS	STARK ASPHALT	FORCE ACCOUNT	\$3,149.05
E 620-53700-651 MAINTENANCE OF MAINS	STARK ASPHALT	MISC WATER REPAIRS	\$825.00
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	U.S. CELLULAR	OCT-NOV LAPTOP CARDS	\$39.99
E 620-53700-653 MAINTENANCE OF METERS	VILLAGE GRAPHICS	METER TEST CARDS	\$33.60
EXPENSE Descr WATER UTILITY			\$41,959.70
			\$277,842.79

VILLAGE OF HARTLAND  
LICENSES AND PERMITS  
OCTOBER 26, 2015

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

Lisa Kircher

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

**STREET USE PERMIT**

Applicant: Shannon Strobusch  
Event: Four Winds Fall Fest Fun  
Date: Sunday, September 20  
Location: River Grove Lane  
Hours: 3 – 5pm

The Police Chief has advised PD staff and recommend approval. No staff concerns. The Village Clerk recommends approval.

**MEMO**

**TO: David E. Cox, Village Administrator**  
**FROM: Michael Einweck, Director of Public Works**  
**DATE: October 21, 2015**  
**SUBJECT: 2015 Crack Sealing Program**  
**Change Order – Number 1 – Final**

---

Attached is a copy of Change Order Number 1 for the 2015 Crack Sealing Program with the contractor Precision Sealcoating, Inc. This change order incorporates the final quantities for the project.

The final project costs were slightly more than the original contract amount that was awarded by the Village Board. The total contract amount increases from \$45,000.00 to \$45,562.50, an increase of \$562.50. The reason for this increase was the final quantities of materials used on the roadways. The original contract was for 32,000 pounds of sealant and 32,400 pounds were used at a cost of \$1.40625 per pound. There are funds available to cover this proposed increase.

This will close out the project and begins the contractor's one year guarantee period for their work. Please place this on the next Village Board agenda for consideration.

Attachment

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

Change Order No. One

Date of Issuance: 10-26-15  
 Project: 2015 Crack Sealing Program  
 Contract: 2015 Crack Sealing Program  
 Contractor: Precision Sealcoating, Inc.  
 Address: PO Box 24  
 Princeton, WI 54968

Effective Date: 10-26-15  
 Owner: Village of Hartland  
 Engineer: Village of Hartland

Effective Date of Contract: 9-28-15

The Contract is modified as follows upon execution of this Change Order:

Description: Contract Change Order #1

Reason for Change Order: Final contract quantities.

Attachments: (List documents supporting change) Final Pay Request, Application For Payment Number 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 45,000.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. to No. ____: \$ 0.00	● Increase ● ● Decrease ● from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 45,000.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ 562.50	● Increase ● ● Decrease ● of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 45,562.50	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: *Michael C. [Signature]*  
 Engineer (Authorized Signature)

By: \_\_\_\_\_  
 Owner (Authorized Signature)

By: *Bob Wedde - turned 5/4*  
 Contractor (Authorized Signature)

Date: 10-19-15

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

Date: 10-20-2015

## MEMO

**TO:** David E. Cox, Village Administrator  
**FROM:** Michael Einweck, Director of Public Works  
**DATE:** October 21, 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 second request for security reduction.

The existing letter of credit may be reduced from the current balance of \$3,497,592.11 to \$1,108,373.11. This is a reduction in the amount of \$2,389,219.00. 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

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W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

October 22, 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. 2

Dear Mike:

I have reviewed Sunrise Development, LLC's second request to reduce the Letter of Credit amount by \$2,389,219.00. 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 \$1,108,373.11. 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](mailto:jwegner@ruekert-mielke.com)

JJW:sjs

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

Developer's Agreement Date: April 21, 2015

Letter of Credit Date: 4/24/2015

Total Letter of Credit: \$5,092,350

Date: October 22, 2015

Report #: 2

Covering Period from: 8/1/15-10/22/15

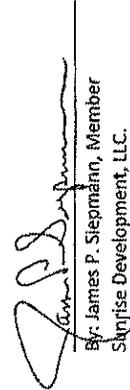
Total Letter of Credit Reduction Requested: \$2,389,219

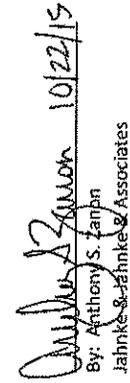
Description of Improvements Required	Contractor	A Total Bid Amount	B LOC Amount (Bid + 20%)	C Work Completed to Date		D LOC Reduction Request #1	E Request #1 Correction 5%	F Total LOC Reduction Report #2 (105%)	G LOC Balance After Request
				LOC Correction Change from 120% to 115%	LOC Reduction Request #1				
Grading	Super Western	\$ 855,000	\$ 1,026,000	\$ 42,750	\$ 399,044	\$ 19,952	\$ 331,428	\$ 232,825	
Paving	Stark Asphalt	\$ 738,188	\$ 885,825	\$ 36,909	\$ -	\$ -	\$ 581,164	\$ 267,752	
Sewer & Water	Heartland Construction	\$ 2,477,420	\$ 2,972,904	\$ 123,871	\$ 1,168,440	\$ 58,422	\$ 1,184,713	\$ 437,458	
Restoration	Mtec	\$ 172,918	\$ 207,621	\$ 8,646	\$ 27,273	\$ 1,364	\$ -	\$ 170,337	
<b>Totals:</b>		<b>\$ 4,243,526</b>	<b>\$ 5,092,350</b>	<b>\$ 212,176</b>	<b>\$ 1,594,758</b>	<b>\$ 79,738</b>	<b>\$ 2,097,305</b>	<b>\$ 1,108,373</b>	

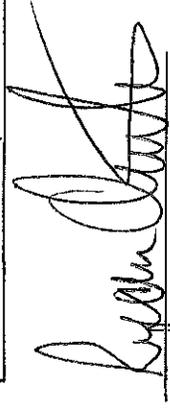
Original Letter of Credit	\$ 5,092,350
LOC Reduction Request #1	\$ 1,594,758
LOC Reduction Request #2	\$ 2,389,219
<b>Remaining LOC</b>	<b>\$ 1,108,373</b>

Total Column C	\$212,176
Total Column E	\$79,738
Total Column F	\$2,097,305
<b>Total LOC Reduction Request #2</b>	<b>\$2,389,219</b>

Accepted by:

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

  
 By: Anthony S. Fanfan  
 Jahnke & Jahnke Associates

  
 By: Ruelkert & Mielke

By: Village of Hartland

STARK PAVEMENT CORPORATION  
 12845 W Burleigh Road  
 Brookfield, WI 53005  
 (414) 465-0644

Invoice: 58605

14

Sold to  
 SIEPMANN REALTY CORPORATION  
 W240 N1221 PEWAUKEE RD  
 WAUKESHA, WI 53188

Ship to  
 WINDRUSH  
 HWY KE & HWY K  
 HARTLAND, WI

<u>Account</u> 2SIEP	<u>P.O. Num</u>	<u>Ship Via</u>	<u>Ship Date</u>	<u>Terms</u> Net 30	<u>Invoice Date</u> 9/30/15	<u>Page</u> 1
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STARK PAVEMENT CORP. JOB #156681

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	11,447	30" VERTICAL FACE CURB & GUTTER	10.80	123,627.60
5	17,580	9" STONE AND 1 1/2" BINDER (INCLUDES RAMP AND FLANGES)	13.60	239,088.00
6	4	CONCRETE PLOWABLE NOSE	540.00	2,160.00
12	9,355	8" STONE AND 3" ASPHALT PED. PATH'S	19.70	184,293.50
13	80	3" ASPHALT DRIVEWAY	54.00	4,320.00

Subtotal 553,489.10

PLEASE REMIT PAYMENT TO ADDRESS ABOVE

CELEBRATING 50 YEARS IN BUSINESS  
 WWW.STARKCORP.US

Total \$553,489.10

**APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702**

PAGE ONE OF 2 PAGES

TO OWNER: Slepman Realty Development PROJECT: Wadsworth Subdivision  
 Attn: Jim Slepman APPLICATION NO: 4  
 W240 N1221 Pewaukee Road PERIOD TO: 9/30/2015  
 Waukesha, WI 53188 PROJECT NOS: OWNER ARCHITECT  
 CONTRACT DATE: CONTRACTOR  
 SWI Project No. 2015206

VIA ARCHITECT.

FROM CONTRACTOR: Super Western, Inc.  
 N89 W14601 Bobolink Ave.  
 Menomonsee 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

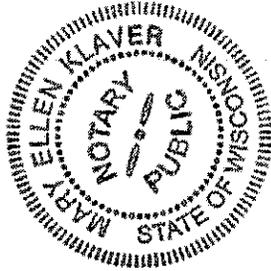
1. ORIGINAL CONTRACT SUM..... \$853,000.00
2. Net change by Change Orders..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$853,000.00
4. TOTAL COMPLETED & STORED TO DATE..... \$714,890.00  
 (Column G on G703)
5. RETAINAGE:  
 a. \_\_\_ % of Completed Work \_\_\_\_\_  
 (Columns D + E on G703)  
 b. \_\_\_ % of Stored Material \_\_\_\_\_  
 (Column F on G703)  
 Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$0.00
6. TOTAL EARNED LESS RETAINAGE..... \$714,890.00  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$519,917.00  
 (line 6 from prior Certificate)
8. CURRENT PAYMENT DUE..... \$194,773.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$140,310.00  
 (Line 3 less Line 6)

SUBCONTRACTOR: Super Western, Inc.

Date: 9/23/15

By: Kevin Kosewski  
 Kevin Kosewski, Vice President

State of: Wisconsin  
 County of: Waukesha



Subscribed and sworn to before me this 23rd day of September, 2015  
Mary Ellen Klaver  
 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 ..... \$  
 (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.)

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 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		
<b>TOTALS</b>		
NET CHANGES by Change Orders		

02

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.: 3

APPLICATION DATE: 08/24/15

PERIOD TO: 08/31/15

PROJECT NO.: 2015206

AIA DOCUMENT G703

Windrush Development

ITEM NO.	DESCRIPTION OF WORK	Qty	UOM	C Contract Amount	D WORK COMPLETED		F WORK COMPLETED TO DATE (D + E)	G % COMPLETE (F-C)	H BALANCE TO FINISH (C - F)
					E This Period				
					From Previous Application (F from last application)	Amount			
10	Tracking Pad	1	LS	\$2,192.68	100%	2,192.68	100%	\$0.00	
20	Strip Topsoil	1	LS	\$167,090.00	80%	133,672.00	80%	\$33,418.00	
30	Cut/Fill Ponds	1	LS	\$94,427.16	80%	75,541.73	80%	\$18,885.43	
35	Cut/Fill Ponds	1	LS	\$91,735.04	80%	73,388.03	80%	\$18,347.01	
40	Pick Up and Place Sewer Spoils	1	LS	\$89,600.00			50%	\$44,800.00	
45	Use Topsoil as Fill	1	LS	\$119,645.12			50%	\$59,822.56	
50	Replace Topsoil	1	LS	\$65,000.00	25%	16,250.00	25%	\$16,250.00	
60	Clay Liner for Pond	1	LS	\$22,650.00	100%	22,650.00	100%	\$0.00	
70	Infiltration Basin Soil	1	LS	\$75,350.00	100%	75,350.00	100%	\$0.00	
80	Overexcavate Pond- Use as Fill	1	LS	\$127,310.00			0%	\$127,310.00	
	TOTALS			\$855,000.00		\$399,044.44	\$519,917.00	\$335,083.00	

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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.: 4

APPLICATION DATE: 09/25/15

PERIOD TO: 09/30/15

PROJECT NO.: 2015206

AIA DOCUMENT G703

Windrush Development

ITEM NO.	DESCRIPTION OF WORK	Qty	UOM	Contract Amount	D		E		F	G	H			
					Contract Amount	Contract Qty	WORK COMPLETED					WORK COMPLETED TO DATE (D + E)	% COMPLETE (F-C)	BALANCE TO FINISH TO FINISH (C - F)
							From Previous Application (F from last application) 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	20%	\$33,418.00	167,090.00	100%	\$0.00			
30	Cut/Fill Ponds	1	LS	\$94,427.16	80%	75,541.73	20%	\$18,885.43	94,427.16	100%	\$0.00			
35	Cut/Fill Ponds	1	LS	\$91,735.04	80%	73,388.03	20%	\$18,347.01	91,735.04	100%	\$0.00			
40	Pick Up and Place Sewer Spoils	1	LS	\$89,600.00	50%	44,800.00	50%	\$44,800.00	89,600.00	100%	\$0.00			
45	Use Topsoil as Fill	1	LS	\$119,645.12	50%	59,822.56	50%	\$59,822.56	119,645.12	100%	\$0.00			
50	Replace Topsoil	1	LS	\$65,000.00	50%	32,500.00	30%	\$19,500.00	52,000.00	80%	\$13,000.00			
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						\$519,917.00		\$194,773.00	\$714,690.00		\$140,310.00			

393 Hartford Road  
Slinger, WI 53086



Phone: 262-644-9331  
Fax: 262-644-9944

Siepmann Realty Corp  
W240 N1221 Pewaukee Road  
Waukesha, WI. 53186

WINDRUSH WORK COMPLETED TO DATE INVOICE NO. 2243

ON SITE WORK	\$1,361,642.00
DRAW # 1	624,201.50
DRAW # 2	<u>737,440.50</u>
TOTAL COMPLETED TO DATE	\$1,361,642.00
OFF SITE WORK	\$1,115,778.00
DRAW # 1	544,238.50
DRAW # 2	191,140.30
BOOSTER STATION 2/3 NOT COMPLETED	<u>380,399.20</u>
TOTAL	\$1,115,778.00

**VILLAGE OF HARTLAND**

**RESOLUTION NO. 10/26/2015-01**

**A RESOLUTION TO ADOPT THE OFFICIAL LEGAL DESCRIPTION FOR  
THE VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN**

WHEREAS, the Village Board of Trustees desires to Adopt the Official Legal Description for the Village of Hartland, and

NOW, THEREFORE BE IT RESOLVED, that the Village Board of Trustees for the Village of Hartland, do hereby formally adopt the Official Legal Description for the Village of Hartland as attached hereto as Exhibit A and depicted on Exhibit B.

Adopted this 26<sup>th</sup> day of October, 2015.

\_\_\_\_\_  
David C. Lamerand, Village President

ATTEST:

\_\_\_\_\_  
Darlene Igl, MMC/WCPC, Village Clerk

September 29, 2015

### Village of Hartland 2015 Corporate Limits

All that part of Sections 2, 3, 10, 11 and 15, Township 7 North, Range 18 East, Town of Delafield, and all that part of Sections 25, 26, 27, 34, 35 and 36, Township 8 North, Range 18 East, Town of Merton, all in Waukesha County, Wisconsin, described as follows:

Commencing at the West 1/4 corner of Section 3, Town 7 North, Range 18 East, Town of Delafield, Waukesha County; thence South  $88^{\circ}13'00''$  East, along the South line of the Northwest 1/4 of said Section 3, a distance of 33.00 feet to the point of beginning; thence North  $00^{\circ}00'51''$  East, along a line 33.00 feet easterly and parallel with the West line of said Northwest 1/4 a distance of 647.70 feet to the south right of way line of Vettelson Road; thence South  $86^{\circ}42'40''$  West, along said south right of way, a distance of 33.06 feet to said West line of said Northwest 1/4; thence Northerly on said West line of Section 3 to the Southwest corner of lands deeded by J.H. Johnson and wife to Gustave Thiel; thence East on the South line of said Thiel's lands to the Southeast corner thereof; thence North  $0^{\circ}-27'$  East to a point which lies 174,75 feet South of the North line of Section 3; thence East 228.80 feet; thence North  $0^{\circ}-27'$  East, 174,75 feet to the centerline of Hill Street and the Town line; thence East along said Town line to the West 1/16<sup>th</sup> line of Section 34, Town 8 North, Range 18 East, Town of Merton, Waukesha County; thence Northerly along aforesaid West 1/16<sup>th</sup> line to the northerly right of way line of USH 16 as proposed; thence S. $68^{\circ}46'12''$ W., 1137.73 feet; thence N. $34^{\circ}56'01''$ W., 62.76 feet; thence N.  $02^{\circ}15'00''$ E., 153.00 feet to the south line of Campus Drive; thence N. $87^{\circ}45'00''$ W., 241.97 feet to the west line of the said Southwest 1/4; thence N. $00^{\circ}57'07''$ E., along the said west line, 2118.70 feet to the West 1/4 corner of Section 34; thence S. $89^{\circ}54' 10''$ E., along the north line of the said Southwest 1/4, 1321.33 feet, to the SW corner of Certified Survey Map No. 10935 and the westerly right-of-way of Campus Drive; thence N. $00^{\circ}43'57''$ E., along said right-of-way, 23.57 feet; thence 819.63 feet along the arc of a curve to the right, with a radius of 1250.00 and whose chord bears N. $19^{\circ}31'01''$ E., 805.02 feet; thence N. $38^{\circ}18'05''$ E., 453.09 feet; thence 227.64 feet along the arc of a curve to the left, with a radius of 2239.98 and whose chord bears N. $35^{\circ}23'24''$ E., 227.54 feet to the SE corner of Parcel 2 of Certified Survey Map 2307; thence N. $00^{\circ}55'41''$ E., along the westerly line of Certified Survey Map 10935, 792.17 feet; thence S. $89^{\circ}42'37''$ E., along the northerly line of Certified Survey Map 10935, 471.80 feet; thence N. $00^{\circ}54'22''$ E., along the easterly line of Certified Survey Map 10935, a distance of 532.75 feet, to the center line of C.T.H. "K"; thence N. $89^{\circ}59'23''$ E., along said C.T.H. "K" 66.01 feet to a point 122.50 feet west of N 1/4 corner of Section 34; thence S. $00^{\circ}54'22''$ W., 533.10 feet; thence S. $89^{\circ}42'39''$ E., 122.50 feet; thence N. $00^{\circ}54'22''$ E., along the east line of the NW 1/4 of Section 34, 500.74 feet, to the right-of-way of C.T.H. "K"; thence N. $89^{\circ}45'36''$ E., along said right-of-way, 154.80 feet; thence S. $00^{\circ}14'27''$ E., along the easterly line of Certified Survey Map No. 10935, a distance of 363.11 feet; thence 353.68 feet along the arc of a curve to the right, with a radius of 340.00 and whose chord bears S. $29^{\circ}33'34''$ W., 337.94 feet, to a point on the east line of the NW 1/4 of Section 34; thence S. $00^{\circ}54'22''$ W., along the east line of the NW 1/4 of Section 34, 632.44 feet; thence S. $89^{\circ}56'46''$ W., along southerly line of Certified Survey Map No. 10935, a distance of 566.42 feet, to a point on the right-of-way of Campus Drive; thence 286.45 feet along the arc of a curve to the right, with a radius of 2319.98 and whose chord bears S. $34^{\circ}45'51''$ W., 286.27 feet; thence S. $38^{\circ}18'05''$ W., 453.09 feet; thence 767.17 feet along the arc of a curve to the left, with a radius of 1170.00 and whose chord bears S. $19^{\circ}31'01''$ W., 753.50 feet; thence S. $00^{\circ}43'57''$ W., 22.41 feet to the SE corner of Certified Survey Map No. 10935 and a point on the south line of the NW 1/4 of Section 34; thence N. $89^{\circ}54' 10''$ E., along said south line of the NW 1/4 of Section 34, a distance of 1241.59 feet to the center of Section; thence Easterly along the centerline of Section 34 to the Westerly line of Block "C", Anstey's Plat; thence Northeasterly to the Northwest corner of aforesaid Block "C"; thence North  $21^{\circ}-45'$  East, 269.00 feet; thence North  $89^{\circ}-45'$  West, 62.00 feet; thence North 233.00 feet; thence South

89°-45' East, 117.70 feet; thence North 03°-51' East, 170.40 feet; thence South 89°-45' East; 345.00 feet to the centerline of North Avenue, (C.T.H. "E"); thence Southwesterly along said centerline to a point 331.81 feet Northeasterly of the south line of the NE 1/4 of Section thirty four (34); thence South 89°56'20" East, 337.79 feet to a point of curve; thence along curve 276.73 feet, whose center lies to the west, whose radius is 60.00 feet and whose chord bears South 42°04'40" East, 89.00 feet to a point; thence South 89°56'20" East, 91.47 feet to a point; thence South 21°48'40" West, 218.01 feet to a point; thence North 89°56'20" West, 251.30 feet to a point on the east line of Lot 10 of Block 'A' Ansteys plat; thence South and parallel to the centerline of North Avenue (C.T.H. "E") 42.75 feet to the centerline of Section thirty four (34), thence Easterly along the centerline of Section 34 and Section 35 to a point on the centerline of the Bark River and the Southwest corner of River Meadow Subdivision, said point being 2026.00 feet West of the center of said Section 35; thence Northeasterly along the centerline of the Bark River, 1630 feet to the Northwest corner of River Meadow, a recorded subdivision, and the Southwest corner of Park River Estates, a recorded subdivision; thence Northeasterly along the centerline of the Bark River, 630 feet to the Northwest corner of said Bark River Estates and the Southwest corner of C.S.M. No. 6874; thence Northeasterly along the centerline of the Bark River, 1630 feet to the centerline of C.T.H. "K"; thence South 89°53'04" West along said center line and said Quarter line 1224.452 feet to the east line of lands described in Volume 1147 of Deeds on Page 588 as Document No. 730873 in the Waukesha County Registry; thence North 0°48'57" East 638.282 feet; thence continuing North 0°48'57" East along the east line of Certified Survey Map No. 8596, 249.440 feet to the south line of Certified Survey Map No. 8903; thence South 89°54'03" East along said south line 161.910 feet to the southeast corner of said Map No. 8903; thence North 0°48'57" East along the east line of Map No. 8903, 506.250 feet to the northeast corner of said Map No. 8903; thence North 89°54'03" West along the north line of Map No. 8903, 860.510 feet to the centerline of CTH "E" and the west line of above said Southwest Quarter (SW 1/4); thence South 00°48'57" West along said west line and centerline 615 feet, more or less; thence South 89°45'34" West 2373.64 feet along the north line of lands described in a Warranty Deed recorded as Document No. 2805021; thence North 00°44'19" East 917.87 feet along the easterly line of lands described in Volume 110 of Deeds on Page 261; thence North 89°59'11" East 1781.84 feet; thence North 00° 00'49" West 255.55 feet, thence North 89°59'11" East 596.58 feet to said centerline CTH "E" and the west line of the southwest Quarter of Section 26; thence North 0°48'57" East along said west line and centerline 684-feet more or less; thence South 89°53'22" East along the north line of said Southwest Quarter (SW 1/4) 2648.91 feet to the northeast corner of said Southwest Quarter (SW 1/4) being marked by a concrete monument with brass cap; thence South 0°25'37" West along the east line of said Southwest Quarter (SW 1/4) 2621.920 feet to the centerline of CTH "K" and the south line of the Southwest Quarter (SW 1/4); thence South 89°53'04" West along said centerline and said Quarter line, 83.68 feet; thence S.01°-07'-00"W., 50.01 feet to the Northeast corner of Lot 2 of Certified Survey Map No. 8903; thence along the following 9 courses and distances of said Lot 2; thence continuing S.01°-07'-00"W., 600.03 feet; thence S.84°-43'-18"E., 66.04 feet; thence S.09°-31'42"W., 349.14 feet; thence N.89°-14'-42"E., 80.11 feet; thence S.01°-43'-42"W., 20.61 feet; thence N.88°-20'-44"W., 82.93 feet; thence S.10°-20'-30"W., 224.39 feet; thence S.89°-47'-07"W., 55.22 feet; thence S.00°-12'-53"E., 132.00 feet to a point on the North line of River Meadow Addition No. 1; thence S.89°-47'-07"W., 42.63 feet to a point being the Northeast corner of River Meadow Addition No. 1; thence S.02°-59'-56"W., 92.24 feet; thence S.17°-59'56"W., 424.48 feet; thence S-73 00'-04"E., 30.13 feet; thence S.01°-07'E., 139.52 feet to a point in the northerly right-of-way of Marquette Road; thence S.88°-53'E. to a point on the centerline of Merton Avenue; thence Southerly, 60.11 feet along said centerline and the arc of a curve, the center of which lies to the East, radius of 1817.13 feet and a chord bearing South 2°-22'-52" West, 60.00 feet to a point on the west line of the NE 1/4 of said Section 35; thence S.01°07'E., along said west line, 394.15 feet to a point 170.05 feet north of the center of said Section 35; thence North 89°-50' East, parallel to the South line of the Northeast 1/4 of said Section 35, 343.66 feet to a point on the westerly boundary of Hilger Farms subdivision; thence North 0°-10' West, along said westerly boundary, 300.00 feet; thence South 89°-50' West,

303.58 feet to the easterly right-of-way of Merton Avenue, thence N.01°07'W., along said easterly right-of-way-way, 100.03 feet to the southerly right-of-way of Marquette Road; thence Northerly, along the arc of a curve and along the easterly right-of-way of Merton Avenue to the northerly right-of-way of Marquette Road; thence North 89°-50' East, along said northerly right-of-way, 179.00 feet; thence North 5°-13'-28" East, 120.00 feet; thence North 9°-00'-56" East, 120.00 feet; thence South 89°-50' West, 212.00 feet to the centerline of Merton Avenue, thence Northerly 279.29 feet along said centerline and the arc of a curve, the center of which lies to the East, radius of 1817.13 feet, and a chord bearing North 15°-48'-50" East, 279.00 feet; thence N.20°-28'E., along said centerline, 146.80 feet; thence N.83°-48'E., 410.46 feet to a point being 769.47 feet west of the NE corner of Hilger Farms Subdivision; thence along the exterior of Bristlecone Pines on the following courses; thence N.00°-09'53"W., 305.88 feet to a point; thence N.89°-47'-42"E., 143.00 feet to a point; thence N.02°-30'-31"E., 253.23 feet to a point; thence N.85°-36'45"W., 367.94 feet to a point; thence N.20°-00'42"E., 294.04 feet to a point; thence S.87°-08'-17"E., 347.20 feet to a point; thence N.03°-32'-52"E., 150.01 feet to a point; thence N.87°-08'-17"W., 81.42 feet to a point; thence N.03°-32'-52"E., 63.96 feet to a point; thence N.03°-45'-56"E., 330.23 feet to a point; thence N.89°-51'-42"E., 331.16 feet to a point; thence S.00°-55'-18"W., 198.03 feet to a point; thence N.89°-51'-42"W., 264.04 feet to a point; thence N.00°-55'-18"E., 198.03 feet to a point on the North line of the NE 1/4 of Section 35; thence N.89°-51'-42"E., along said line, to a point 660.03 feet westerly of the SE corner of Section 26; thence N.00°21' 17"E., parallel to the east line of the SE 1/4 of said Section 26, 1312.60 feet; thence S.89°51'43"E., 660.01 feet to a point on the east line of the SE 1/4 of said Section 26; thence N.00°-21'-17"E., along the east line of the SE 1/4 of said Section 26, 1333.66 feet to the West 1/4 corner of Section 25; thence N.00°-34'-02"E., along the west line of the NW 1/4 of said Section 25, 200.05 feet to a point; thence N.89°-16'-25"E., 1093.54 feet to a point on the westerly line of the lands recorded in Reel 211 Image 463 as Document No. 975880; thence S.03°-46'-39"E., along said westerly line 200.28 feet to a point on the north line of the SW 1/4 of said Section 25; thence N.89°-16'-25"E., along said north line 175.47 feet to a point on the east line of the lands described in Reel 1526 Image 1568 as Document No. 1754375; thence S.00°25'-53"W., along said east line 2607.55 feet to a point, 33 feet north as measured perpendicular to the south line of the SW 1/4 of said Section 25; thence S.89°-09'-28"W., parallel to said south line 545.44 feet to a point; thence S.00°-50'-32"E., 33.00 feet to a point on said south line; thence S.89°-09'-28"W., along said south line 736.00 feet to the NW corner of Section 36; thence S.00°-43'-34"W., 506.74 feet to the Northwest corner of Lot 2 CSM 10356; thence N.89°09'28"E., along the North line of said Lot 2, 197.07 feet to a point; thence N.85°-00'-51"E., along the North line of Lot 2 CSM 10516 194.31 feet to a point; thence N.00°-50'-32"W., 109.01 feet to a point; thence N.89°-09'-28"E., 392.00 feet to a point; thence N.00°-50'-32"W., 383.50 feet to a point on the north line of the NW 1/4 of Section 36; thence N.89°-09'-28"E., along said north line 1858.42 feet to the North 1/4 corner of said Section 36; thence N.00°-30'-30"E., along the west line of the SE 1/4 of said Section 25, 1305.63 feet to a point; thence S.89°-36'-53"E., 1332.35 feet to a point; thence N.00°-22'-51"E., 572.54 feet to a point; thence N.88°-58'-51"E., 410.00 feet to a point; thence N.00°-22'-51"E., 270.00 feet to a point; thence S.88°-58'-51"W., 21.25 feet to a point; thence N.00°-22'-51"E., 113.75 feet to a point; thence N.88°-58'-51"E., 409.90 feet to a point; thence N.00°-22'-51"E., 60.00 feet to a point; thence N.88°-58'-51"E., 498.66 feet to a point on the East line of the SE 1/4 of Section 25; thence S.00°-36'-01"W., along said East line 1872.82 feet to a point; thence S.89°-23'-51"W., 100.00 feet to a point; thence S00°-36'-01"W., 435.69 feet to a point on the South line of the SE 1/4 of Section 25; thence N.89°-23'-51"E., along said South line 100.00 feet to the Northeast 1/4 corner of Section 36; thence S 00°-39'-05" W., along the east line of said Northeast Quarter (NE 1/4) and the west line of Hanover Hill, a recorded subdivision, 2647.95 feet to the Southeast corner of said Northeast Quarter (NE 1/4); thence S 00°-09'-44" W., along the east line of said Southeast Quarter (SE 1/4) and the west line of Lynndale Farms, a recorded subdivision, 660.11 feet to the northeast corner of Lot 17, Block 3 Certified Survey Map No. 8493 as recorded in Volume 74 on pages 248 through 251 as Document No. 2295019 Waukesha County Register of Deeds; thence S 89°-15'-40" W.,

along the north line of said Lot 17, 1316.20 feet to the northwest corner of said Lot 17, said northwest corner on the east line of Mae's Walke Addition No. 1, a recorded subdivision; thence N 00°-25'-56" E., along said east line and east line extended 661.45 feet to a point on the south line of said Northeast Quarter (NE 1/4) of said Section 35; thence N 00°-40'-27" E., 2649.82 feet to the North line of said Northeast Quarter (NE 1/4) of said Section 36 and the centerline of CTH K (Lisbon Road); thence S.89°-23'-51"W., along the centerline of CTH K (Lisbon Road) 1311.50 feet; thence S.00°-42'-05"W., along the East line of said NW 1/4 , 2651.69 feet to the Center of Section 36; thence S.00°-42'-05"W., along the East line of the SW 1/4 of said Section 36, 1325.69 feet to a point; thence S.89°-24'-57"W., 1314.24 feet to a point; thence S.00°-42'-42"W., 350.59 feet to a point on the Northerly right-of-way line of S.T.H. "16"; thence 672.24 feet along the arc of a curve to the left, with a radius of 5909.58 feet; whose chord bears N.63°-24'-55"W., 671.88 feet to a point; thence N.72°-50'-31"W., 412.53 feet to a point; thence 1679.49 feet along the arc of a curve to the left, with a radius of 5879.58 feet; whose chord bears N.78°-51'-26.5"W., 1673.79 feet to a point; thence S.00°-47'-22"W., along the 1/16<sup>th</sup> line of the said SE 1/4 of Section 35, 330 feet to the southerly right-of-way line of S.T.H. "16"; thence N.89°-16'-54"E., along said right-of-way line, 315.61 feet to a point; thence 1037.42 feet along the arc of a curve to the right, with a radius of 5579.58 feet; whose chord bears S.78°-20'-51.5"E., 1035.92 feet to a point on the East line of said 1/4 Section; thence S.00°-43'-19"W., along said East line, 1128.13 feet to a point; thence S.86°-30'-33"W., along the northerly right-of-way line of C.T.H. "JK", 425.29 feet to a point; thence S.89°-30'-33"W., along the northerly right-of-way line of C.T.H. "JK", 695.58 feet to a point; thence N.00°-47'25"E., 208.73 feet to a point; thence S.89°-30'-36"W., 208.74 feet to a point; thence S.00°-47'25"W., 253.52 feet to a point on the North line of the NE 1/4 of Section 2; thence N.89°-47'54"E., 129.3 feet; thence S.00°21'56"E., 50.00 feet to the NW corner of Parcel 1, C.S.M. No. 3403; thence N.89°-38'-00"E., along the North line of said Parcel 1, 0.09 feet to a point; thence N.88°-46'-35"E., continuing along said North line, 300.02 feet to a point; thence N.88°-54'06"E., continuing along said North line, 99.90 feet to the NW corner of Lot 14 of Delafield Estates North; thence N.88°-53'-56"E., along the North line of said Lot 14, 200.23 feet to the NE corner of said Lot 14; thence S.03°-17'-05"E., along the East line of said Lot 14, 614.86 feet to a point on the North line of Parcel 3, C.S.M. No. 3464; thence N.89°-37'-50"E., along said North line, 212.88 feet to the NE corner of said Parcel 3; thence S.37°-51'-03"W., along the East line of said Parcel 3, 520.51 feet to the SE corner of said Parcel 3; thence N.52°-08'-37"W., along the South line of said Parcel 3, 333.43 feet to the SW corner of said Parcel 3; thence N.52°-02'20"W., 327.58 feet to the SW corner of Parcel 1, C.S.M. No. 3403, and the East 1/16<sup>th</sup> line; thence southerly along said East 1/16<sup>th</sup> line to a point; thence N.88°-58'-28"E., 150.00 feet to a point; thence S.01°-01'-32"E., 923.15 feet to a point; thence S.88°-58'-28"W., 150.00 feet to the SE corner of Lot 1, Block 17 of Hartridge Addition No. 6, a recorded subdivision and East 1/16<sup>th</sup> line; thence southerly along said 1/16<sup>th</sup> line to the South line of Section 2; thence S.89°-21'-35"W., along the South line of the Southeast 1/4, 1330.17 feet to the Northeast corner of the Northwest 1/4 of Section 11; thence S.00°-28'-24"W., along the East line of the said 1/4 Section 2660.90 feet to the South line of said NW 1/4; thence N.89°-28'-03"W., along the South line of the said 1/4 Section 979.44 feet to a point; thence N.00°-31'-57"W., 643.77 feet to a point; thence N.89°-28'-03"W., 371.82 feet to a point; thence S.00°-31'-57"E., 643.77 feet to a point on the South line of the NW 1/4; thence N.89°-21'-24"W., 1329.34 feet to the SW corner of the NW 1/4 of said Section 11; thence S.00°-40'-47"E., along the East line of the SE 1/4 of Section 10, 552.09 feet to a point; thence S.89°-19'-13"W., 425.00 feet to a point; thence S.00°-40'-47"E., 206.98 feet to a point; thence N.89°-22'-21 "W., 889.78 feet to a point; thence S.00°-14'-21 "E., 562.32 feet to a point on the North line of Hawk Nest Subdivision; thence N.89°-22'-22"W., along said North line, 1319.07 feet to a point on the West line of said SE 1/4 and the SE corner of the Bark River Commerce Center; thence S.00°-12'-14"W., along said West line, 1327.46 feet to the South 1/4 corner of Section 10; thence N.89°-20'-16"W., along the South line of the SW 1/4 of said Section 10, 809.95 feet to a point; thence S.04°-25'-22"W., 380.95 feet to a point; thence S.77°-15'-15"W., 792.20 feet to a point; thence S.49°-50'-35"W., 1163.38 feet to a point;

thence N.89°-16'-26"W., 171.97 feet to a point on the West line of the NW 1/4 of Section 15; thence N.00°-39'-52"E., along said West line, 1324.11 feet to the SW corner of Section 10; thence N.00°14'-58"E., along the West line of the SW 1/4 of said Section 10, 2643.00 feet to the West 1/4 corner of Section 10; thence N.00°-09'-40"E., along the West line of the NW 1/4 of said Section 10, 2685.53 feet to the NW corner of the NW 1/4 of said Section 10; thence South 89°33'56" East, along the South line of the Southwest 1/4 of said Section 3, a distance of 33.00 feet; thence North 00°01'59" East, along a line 33.00 feet easterly of and parallel with the West line of said Southwest 1/4, a distance of 1083.43 feet; thence South 89°54'09" East, a distance of 165.16 feet; thence North 00°05'50" East, a distance of 60.01 feet; thence North 89°54'09" West, a distance of 165.23 feet; thence N.00°01'59"E., along a line 33.00 feet easterly of and parallel with the West line of said southwest 1/4 of said Section 3, a distance of 1526.55 feet to the point of beginning, excepting Lot1 of CSM 6200, Lot 1 of CSM 10576, and Lot 1 of CSM 10356.

Prepared by James H. Lenz, Village Engineer

Revised 12-13-78

Revised 12-21-83 by Norman C. Hanson, P.E.

Revised 12-23-86 by Norman C. Hanson, P.E.

Revised 2-23-98 by Norman C. Hanson, P.E.

Revised 4-16-99 by Keith A. Kindred, R.L.S.

Revised 6-6-02 by Keith A. Kindred, R.L.S.

Revised 2-12-04 by Norman C. Hanson, P.E.

Revised 1-4-05 by Norman C. Hanson, P.E., R.L.S.

Revised 12-20-06 by Annette C. Nelson, R.L.S.

Revised 04-21-08 by Annette C. Nelson, R.L.S.

Revised 12-30-08 by Keith A. Kindred, R.L.S.

Revised 12-16-09 by Keith A. Kindred, R.L.S.

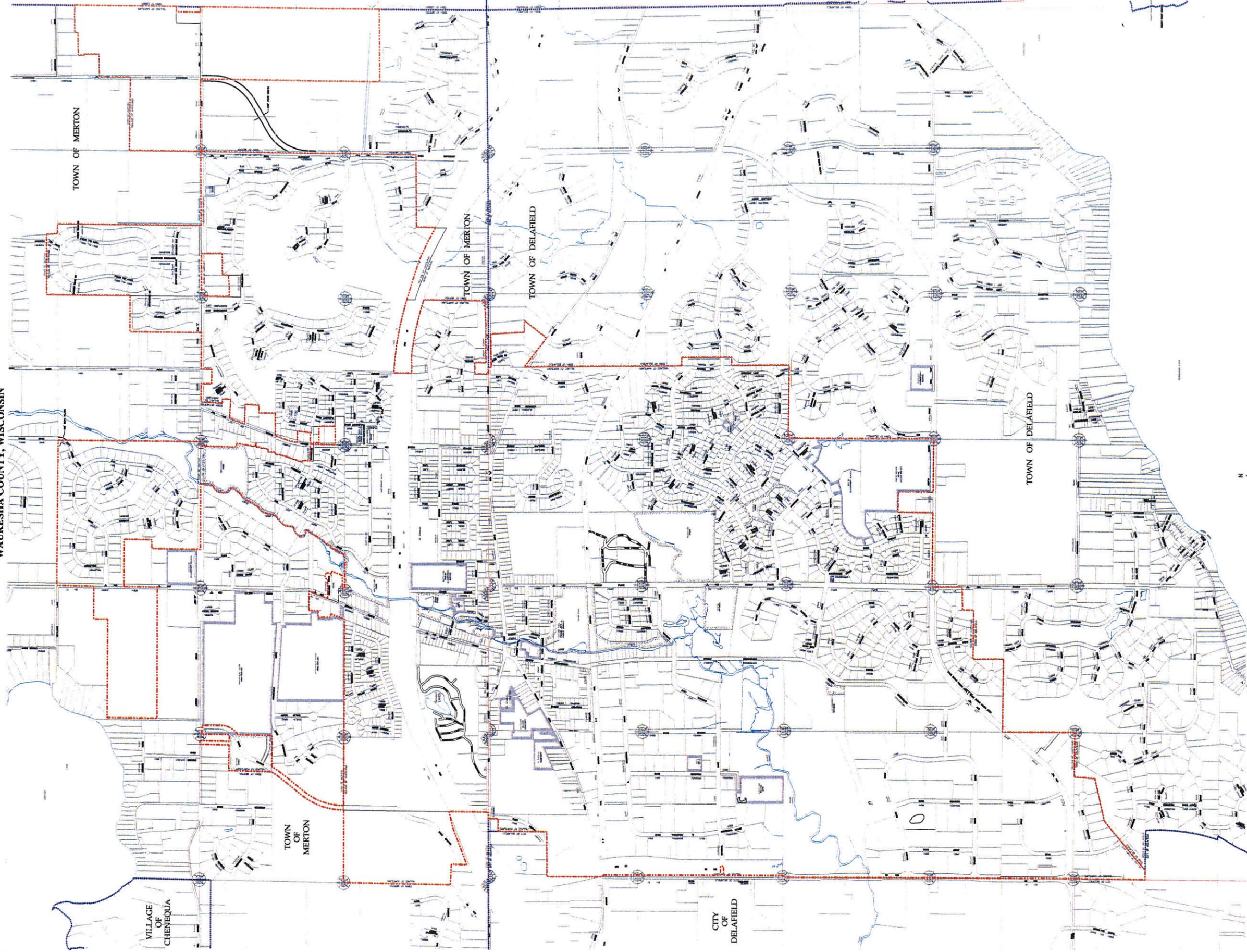
Revised 11-21-13 by Keith A. Kindred, R.L.S.

Revised 12-13-13 by Keith A. Kindred, R.L.S.

Revised 09-29-15 by Bruce K. Cross, P.L.S.

# OFFICIAL MAP VILLAGE OF HARTLAND

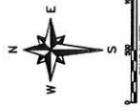
WAUKESHA COUNTY, WISCONSIN



REVISION DATE	DESCRIPTION
01/15/2010	INITIAL MAP
04/15/2010	ADDED NEW LOTS
08/15/2010	ADDED NEW LOTS
10/15/2010	ADDED NEW LOTS
12/15/2010	ADDED NEW LOTS

**CERTIFICATION**  
 THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND, WISCONSIN  
 HEREBY CERTIFIES THAT THIS MAP WAS ADOPTED BY RESOLUTION AND IS IN FULL FORCE AND EFFECT AS OF THE DATE  
 ADOPED BY RESOLUTION AND IS IN FULL FORCE AND EFFECT AS OF THE DATE  
 ADOPED BY RESOLUTION AND IS IN FULL FORCE AND EFFECT AS OF THE DATE  
 ADOPED BY RESOLUTION AND IS IN FULL FORCE AND EFFECT AS OF THE DATE

VILLAGE CLERK \_\_\_\_\_ VILLAGE PRESIDENT \_\_\_\_\_



**LEGEND**  
 POURED STREET  
 VILLAGE BOUNDARY  
 MUNICIPAL BOUNDARIES

**VILLAGE OF HARTLAND**

**RESOLUTION NO. 10/26/2015-02**

**“A RESOLUTION TO AUTHORIZE THE COMBINING OF WARDS FOR ELECTIONS IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY WISCONSIN”**

WHEREAS, Section 5.15(6)(b) of the Wisconsin Statutes provides that a municipality having a population of less than 35,000 may combine one or more of the wards within said municipality, shall use common vote tabulating machines and ballots and that separate returns shall not be maintained for the combined wards at any elections, but separate vote tabulating machines and ballots shall be maintained for each separate ballot required under Section 5.58 to section 5.64, Wisconsin Statutes, and

WHEREAS, the Village of Hartland has a population of less than 35,000 and has divided into 14 wards for election purposes pursuant to resolution by the governing body of the Village of Hartland adopted on March 23, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Hartland that:

The Village Clerk is hereby authorized to make the determination when it is appropriate to combine one or more wards for any election.

Adopted this 26th day of October, 2015

---

David Lamerand, Village President

ATTEST:

---

Darlene Igl, MMC/WCPC, Village Clerk

## MEMORANDUM

**TO:** Village Board  
**FROM:** Ryan Bailey, Finance Director  
**DATE:** October 21, 2015  
**SUBJECT:** Full Rate Case Contract with Baker Tilly

---

Attachment #1 to this memo is a compilation agreement with Baker Tilly to prepare a full rate case study on behalf of the Village of Hartland to be submitted to the Public Service Commission (PSC) with an estimated effective date for new rates of December 16, 2016. The estimated cost of this compilation report for the Water Rate Study is between \$5,000 - \$8,000.

For the past several years, staff has been monitoring the financial status of the Water Utility. As our Water Utility infrastructure ages and requires replacing and with an increase in the costs for Water Utility infrastructure, it has become difficult for the Water Utility to fund these projects without the assistance of debt borrowings. The PSC recommends having a rate structure that builds up annual operating income to fund future infrastructure upgrades and replacements. In other words, the standard is to pay for these infrastructure updates with available funds instead of a debt borrowing.

Staff has held several informal discussions with PSC staff members and in these discussions the PSC staff noted that in a quick review of the Village's Utility expenses, the Village would likely require at least a 30% rate increase to help establish funds on hand to fund future infrastructure costs. As an example of an increase to an 18,000 gallon user, the quarterly bill at the current rates would be \$87.21 and a quarterly bill at a new rate with a 30% increase would be \$113.39 for an increase of \$26.18 per quarter or \$104.72 per year including the public fire protection fee.

Attachment #2 shows the current water rates for all Waukesha County Water utilities. For comparison purposes, the Village of Hartland currently ranks at number 16 of the 17 water rates in the county. The attachment also shows the effect of a 30% and 50% rate increase. A 30% rate increase would move the Village to number 11 on the list and a 50% increase would put the Village number 4 on the list.

After discussions between the Public Works and Finance departments and review of financial data and Water Utility future, Village Staff recommends approval of the Full Water Rate Study to be done by Baker Tilly with an estimated cost not to exceed \$8,000.

**Attachments:**

Attachment #1 Baker Tilly Rate Case Compilation Agreement  
Attachment #2 Comparative Water Rate Chart

cc: David Cox, Village Administrator, Mike Einweck, Public Works Director, Mike Gerszewski, Operations Supervisor

Attachment #1

CLIENT COPY



Baker Tilly Virchow Krause, LLP  
777 E Wisconsin Ave, 32nd Floor  
Milwaukee, WI 53202-5313  
tel 414 777 5500  
fax 414 777 5555  
bakertilly.com

September 28, 2015

Mr. Ryan Bailey,  
Finance Director/Treasurer  
Village of Hartland  
210 Cottonwood Avenue  
P.O. Box 260  
Hartland, Wisconsin 53029

Dear Mr. Bailey:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" "we" or "our") as your advisor. The purpose of this letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

### **Services and Related Report**

#### **Water Rate Study**

The following outlines the process of completing a water rate study and filing an application with the Public Service Commission of Wisconsin (PSCW).

1. Obtain historical information, confirm significant assumptions regarding growth and costs, summarize and classify non-routine plant additions, and forecast consumption for the 2016 test year.
2. Compile forecast in the PSCW prescribed format for the 2016 test year to support the rate study, including supplemental information related to cash flows and debt coverage to support the requested rate of return.
3. Provide draft study to management for their review. Incorporate management's comments into study.
4. Meet with the governing body to review the study.
5. Prepare the final rate study and submit the application to the PSCW.
6. Review PSC information and proposed rates.
7. Assist management with the rate hearing and implementation of new rates.

Mr. Ryan Bailey  
Village of Hartland

September 28, 2015  
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We will compile, from information you provide, the required schedules and forecasted information of Village of Hartland Water Utility ("utility" or "company") for the year ended December 31, 2015 in order to develop forecasted water Village of Hartland Water Utility rates. We will not audit or review such information. Upon completion of the compilation, we will provide an accountants' compilation report. If, for any reason caused by or relating to the affairs or management of Village of Hartland Water Utility, we are unable to complete the compilation, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit a report as a result of this engagement.

The forecast is not intended to be a forecast of financial position, changes in net position, or cash flows in accordance with Generally Accepted Accounting Principles. This report will be prepared for the development of rates before the Public Service Commission of Wisconsin and should not be used for any other purpose.

A financial forecast presents, to the best of management's knowledge and belief, the expected results of operations and plant balances for the forecasted period. It is based on management's assumptions, reflecting conditions it expects to exist and the course of action it expects to take during the forecasted period. Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.

There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

### **Our Responsibilities and Limitations**

We will be responsible for performing the compilation of in accordance with attestation standards established by the American Institute of Certified Public Accountants. A compilation is limited to presenting, in the form of forecasted schedules information that is the representation of management. We will not examine the financial forecast and therefore, will not express any form of assurance on the achievability of the forecast or reasonableness of the underlying assumptions.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

In order for us to complete the engagement, management must provide assumptions that are appropriate for the forecast. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement, and, accordingly, we will not issue a report on the forecast.

Baker Tilly Virchow Krause, LLP is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Baker Tilly Virchow Krause, LLP is not recommending an action to Village of Hartland Water Utility; is not acting as an advisor to Village of Hartland Water Utility and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to Village of Hartland Water Utility with respect to the information and material contained in the deliverables issued under this engagement. Village of Hartland Water Utility should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that Village of Hartland Water Utility deems appropriate before acting on this information or material. Baker Tilly Virchow Krause, LLP will rely on management of Village of Hartland Water Utility to provide key data related to the issuance of municipal securities.

Mr. Ryan Bailey  
Village of Hartland

September 28, 2015  
Page 3

A compilation of a financial forecast differs significantly from a review or an audit of traditional financial statements. A compilation of a financial forecast involves assembling the forecast based on management's assumptions and performing certain other procedures with respect to the forecast without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; tests of accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents, or other procedures ordinarily performed in an audit. Therefore, a compilation does not provide a basis for expressing any level of assurance on the financial forecast being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any illegal act, material errors, and of any evidence that fraud may have occurred that comes to our attention, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

This compilation will be prepared for the development of rates before the Public Service Commission of Wisconsin and should not be used for any other purposes.

### **Management's Responsibilities**

Utility and Village management is responsible for the forecasted schedules referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the forecasted schedules and summaries of significant assumptions and accounting policies, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the forecasted schedules, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the Village of Hartland Water Utility complies with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the forecasted schedules and the completeness and the accuracy of that information, and for making personnel available to whom we may direct inquiries regarding the compilation. Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results. We may make specific inquiries of management and others about the representations embodied in the financial forecast and will obtain a representation letter covering the financial forecast from certain members of management and will confirm management's responsibility for the underlying assumptions and the appropriateness of the financial forecast and its presentation.

Mr. Ryan Bailey  
Village of Hartland

September 28, 2015  
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### **Reproduction of the Study**

If you intend to reproduce or publish the study, and make reference to our firm name in connection therewith, you agree to publish the study in its entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing, and final materials before distribution.

With regard to the electronic dissemination of the study, including a study published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Ownership of Workpapers**

The documentation for this engagement, including the workpapers is the property of Baker Tilly Virchow Krause, LLP and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, the company hereby authorizes us to do so.

### **Timing and Fees**

Completion of our work is subject to, among other things, (i) appropriate cooperation from utility personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if, for any reason, the utility is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the compilation.

Invoices for our services will be rendered each month as work progresses and are payable upon presentation. A finance charge of 1-1/2% per month shall be imposed on accounts not paid within 30 days of the receipt of our statement for services. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We estimate that our fees for these services will range from \$5,000 to \$8,000 for the compilation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the compilation. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Mr. Ryan Bailey  
Village of Hartland

September 28, 2015  
Page 5

**Terms and Conditions**

Please see the standard business terms and conditions attached.

This engagement letter, along with the terms referenced above, reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any provision of this letter is determined to be unenforceable, all the other provisions shall remain in force. The agreement contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of service to you. If there are any questions, please call Wendi Unger at 414 777 5423. If the services outlined herein are in accordance with your requirements, and if the above terms are acceptable, please have one copy of this letter signed in the space provided below and return it to us.

It is a pleasure for us to continue to be of service to you. We look forward to many more years of pleasant association with you.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP



Enclosures

The services and terms as set forth in the Engagement Letter are agreed to by:

\_\_\_\_\_  
Official Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Baker Tilly Virchow Krause, LLP

## Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we") set forth in the Engagement Letter to which these Terms are attached (the "Services"). These Terms, together with the Engagement Letter to which they are attached, constitute the entire understanding and agreement between the client identified on such Engagement Letter (the "Client") and Baker Tilly with respect to the Services described in the Engagement Letter (collectively, the Engagement Letter and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. If there is a conflict between these Terms and the terms of any Engagement Letter, these Terms shall govern.

### **Section 1. Deliverables**

(a) Materials specifically prepared by Baker Tilly for Client as a deliverable under a Engagement Letter (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to any confidentiality restrictions, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

### **Section 2. Standards of Performance**

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement, including all applicable professional standards. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

### **Section 3. Warranty**

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Engagement Letter entered into pursuant hereto and the person signing this Agreement or such Engagement Letter on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Baker Tilly warrants that it will perform its services on a reasonable professional efforts basis. This warranty is in lieu of, and we expressly disclaim, all other warranties, express, implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. We cannot and do not warrant computer hardware, software or services provided by other parties.

### **Section 4. Limitation on Damages and Indemnification**

(a) The liability (including attorney's fees and ALL other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to

or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorneys fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.

(e) Baker Tilly will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Baker Tilly is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Baker Tilly's personnel or agents in performing the Services.

(f) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(g) The terms of this Section 4 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

(h) Client accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

### **Section 5. Personnel**

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

### **Section 6. Termination**

(a) This Agreement may be terminated at any time by either party upon fifteen (15) days' written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance there under is completed.

(b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

**Baker Tilly Virchow Krause, LLP  
Standard Business Terms (cont.)**

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination.

(d) In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties.

(e) Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.

(f) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Engagement Letter.

**Section 7. Force Majeure**

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

**Section 8. Taxes**

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section.

**Section 9. Notices**

Any notice or communication required or permitted under this Agreement or any Engagement Letter shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

**Section 10. Miscellaneous**

(a) In the event that any provision of this Agreement or any Engagement letter is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Engagement Letter did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(b) Neither this Agreement, any Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Agreement and any Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement.

(c) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

(d) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

(e) The failure of either party at any time to enforce any of the provisions of this Agreement or a Engagement Letter will in no way be construed as a waiver of such provisions and will not affect the right of the party thereafter to enforce each and every provision thereof in accordance with its terms.

(f) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

(g) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(h) Baker Tilly Virchow Krause, LLP is a member of Baker Tilly International Limited. Each member firm of Baker Tilly International Limited is a separate and independent legal entity. Baker Tilly International Limited and its other members are not responsible or liable for any acts or omissions of Baker Tilly Virchow Krause, LLP. Baker Tilly Virchow Krause, LLP and its subsidiaries are not responsible or liable for any acts or omissions of any other member of Baker Tilly International Limited. Baker Tilly International Limited does not render any professional services and does not have an ownership or partnership interest in Baker Tilly Virchow Krause, LLP.

Baker Tilly International Limited is an English Company. Neither Baker Tilly International Limited nor any other member firm has a right to exercise management control over any other member firm. Baker Tilly Virchow Krause, LLP is not Baker Tilly International Limited's agent and does not have authority to bind Baker Tilly International Limited or act on Baker Tilly International Limited's behalf.

*Acknowledgement:*

The Business Terms above correctly sets forth the understanding of the Clients.

*Accepted by:*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

# Attachment #2

Rank High to Low	Utility Name	Utility Class	Minimum Bill	2,500 CF/18,750 Gal	30% Rate Increase	50% Rate Increase
1	DELAFIELD MUNICIPAL WATER UTILITY	D	50	110.9375		
2	MUKWONAGO MUNICIPAL WATER UTILITY	C	27	107.625		
3	EAGLE VILL OF MUNICIPAL WTR UTY	D	33	106.125		
4	NEW BERLIN WATER UTILITY	AB	15.27	94.2075		
5	MENOMONEE FALLS VILLAGE OF WTR UTY	AB	11.51	91.5725		
6	WAUKESHA WATER UTILITY CITY OF	AB	24.1	87.6625		
7	MUSKEGO CITY OF WATER PUBLIC UTY	C	25.46	87.1475		
8	LANNON MUNICIPAL WATER UTILITY	D	24.72	86.97		
9	OCONOMOWOC CITY OF UTILITIES	AB	23.1	85.5375		
10	SUSSEX VILLAGE OF WTR PUBLIC UTY	C	32.45	85.5125		
11	PEWAUKEE CITY OF WATER UTILITY	C	25.2	78.2625		
12	DOUSMAN WATER UTILITY	D	24	75.5625		
13	BUTLER PUBLIC WATER UTILITY	D	22.5	72.375		
14	BROOKFIELD MUNICIPAL WATER UTILITY	AB	14.16	67.035		
15	PEWAUKEE VILLAGE OF WATER UTILITY	C	18.45	65.5125		
16	HARTLAND MUN WATER UTILITY	C	19.45	65.0125	84.51625	97.51875
17	BROOKFIELD TN OF SANITARY DIST NO 4 AVERAGE	C	30.08 23.685	55.0175 81.73420455		

1  
2  
3 **AGREEMENT BY AND BETWEEN**  
4 **THE VILLAGE OF HARTLAND**  
5 **AND**  
6 **SUNRISE DEVELOPMENT, LLC**  
7 **REGARDING RECAPTURE OF CERTAIN UTILITY COSTS**

8 DRAFT - October 23, 2015  
9

10 Agreement made this \_\_\_ day of \_\_\_\_\_, 2015 by and between the VILLAGE OF HARTLAND,  
11 Waukesha County, Wisconsin, a municipal corporation existing under and by virtue of the laws of the  
12 State of Wisconsin, hereinafter referred to as "Village", and SUNRISE DEVELOPMENT, LLC, a  
13 Wisconsin Limited Liability Company, hereinafter referred to as the "Developer";  
14

15 **RECITALS**

16  
17 Developer is the developer of the Windrush Subdivision as identified in the attached EXHIBIT B  
18 for which a Development Agreement has been approved and executed and the anticipated  
19 developer of a future subdivision as identified in the attached EXHIBIT B currently referred to as  
20 Homestead Subdivision.  
21

22 Under the terms and conditions of the Development Agreement, dated April XX, 2015, related to  
23 the Windrush Subdivision, Developer has been required to construct certain utility extensions  
24 consisting of a water transmission and distribution system and two pressure adjusting facilities  
25 (collectively "Water System") all of which were constructed at the sole cost of the said  
26 Developer.  
27

28 The Water System was designed to serve an area to include both the Windrush and Homestead  
29 Subdivisions as well as additional undeveloped and unserved areas adjacent to the subdivisions  
30 within the area identified in the attached EXHIBIT B.  
31

32 Pursuant to the provisions of Schedule X-2 of the Village of Hartland Municipal Water Utility  
33 Rate File regarding Water Main Extension Rule, Developer is allowed to seek and be reimbursed  
34 on a pro-rata share for water connections made to the Water System Developer installed at  
35 Developer's sole cost.  
36

37 In return for Village authorizing the construction of the aforesaid Water System, the Developer  
38 has agreed to pay the full cost of the required improvements thereof, a portion of which sum is  
39 expected to be imposed upon adjoining parcels and properties as a special charge pursuant to Wis.  
40 Stat. § 66.0627 for which the Village is currently unable or unwilling to impose.  
41

42 Developer shall, upon execution of this Agreement, have rights to seek reimbursement of  
43 expensed funds as to a portion of such monetary sums as hereinafter set forth.  
44

45 **NOW, THEREFORE**, in consideration of the granting permission for the extension of the water utility  
46 through construction of the aforementioned Water System, the Developer and the Village agree as  
47 follows:  
48

- 49 1. The foregoing Recitals are hereby incorporated by reference as if set forth herein.  
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2. For a period of ten (10) years from the date of execution of this Agreement, the Village shall seek to collect and the Developer shall be reimbursed from sums actually collected by the Village for connections made to the Water System on a pro-rata basis as defined and detailed herein in tentative EXHIBIT A and attached and made a part of this Agreement. Said exhibit shall be finalized and updated based on the final expenditures incurred by Developer, which shall be calculated when the Water System and the calculations contained in EXHIBIT A are accepted for dedication by the Village under the terms of the Development Agreement between the Village and the Developer as it relates to the Windrush Subdivision, and as described below.
3. If new buildable parcels are created on any of the properties identified in EXHIBIT B which is attached and made a part hereof, as being within the extent of the Water System service area by approval of a Final Plat by the Village, the property owner(s) creating the new buildable parcels shall pay upon approval of said Final Plat a special charge pursuant to Wis. Stat. § 66.0627 for each buildable parcel created equal to the pro-rata share of the full cost of the Water System installation as defined in EXHIBIT A with no interest.
4. The owners of existing improved lots, or buildable unimproved lots created by a land division process other than Final Plat such as, but not limited to, through the use of a Certified Survey Map [“CSM”] that will be enabled to receive service from the aforementioned Water System upon connecting to or utilizing said Water System, shall pay, at the time of building permit application for such connection or utilization, a special charge pursuant to Wis. Stat. § 66.0627 equal to the pro-rata share of full cost of the Water System installation as defined in EXHIBIT A with no interest.
5. The Village does conditionally agree to reimburse Developer actual pro-rata special charges collected and received by the Village within ten (10) years of the date of the execution of this Agreement with no interest accrual but shall not, in any event, exceed the total amount of Fifty-Four and Nine Tenths Percent (54.9%) of the final Water System construction costs as determined at the acceptance of dedication of said Water System by the Village.
6. Said special charge shall be paid by each owner provided access to service under sections 3 and 4 above as a condition of the Village’s Final Plat approval or connection or utilization of the public improvements, whichever occurs first.
7. It is further understood and agreed that the Developer shall have no right to recover, and the Village shall have no obligation whatsoever to reimburse Developer any amounts after the expiration of ten years from the execution of this agreement.
8. The rights of Developer shall not be transferable to any other party without the prior written consent of the Village.

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**IN WITNESS WHEREOF**, the Developer and the Village have caused this Agreement to be signed and dated as of this \_\_ day of \_\_\_\_\_, 2015.

SUNRISE DEVELOPMENT, LLC

VILLAGE OF HARTLAND

By: \_\_\_\_\_  
James P. Siepmann, Managing Member

By: \_\_\_\_\_  
David Lamerand, Village President

Attest: \_\_\_\_\_  
Darlene Igl  
Village Clerk

[NOTARY STATEMENTS FOLLOW]



EXHIBIT A

This Exhibit A shall be finalized to include the final costs as determined at the acceptance of dedication of the Public Improvements by the Village pursuant to the Development Agreement for the Windrush Subdivision.

Area	Acreage	Buildable Lots	Density (acres per unit)
Windrush Subdivision	100 (≈70 Acres Buildable)	57	1.23 acres/unit
Homestead (all 3 phases)	102	72	1.42
All other properties	193	157	1.23
<b>SUM</b>	<b>395</b> <b>(365 Acres Buildable)</b>	<b>286</b>	<b>1.28</b>

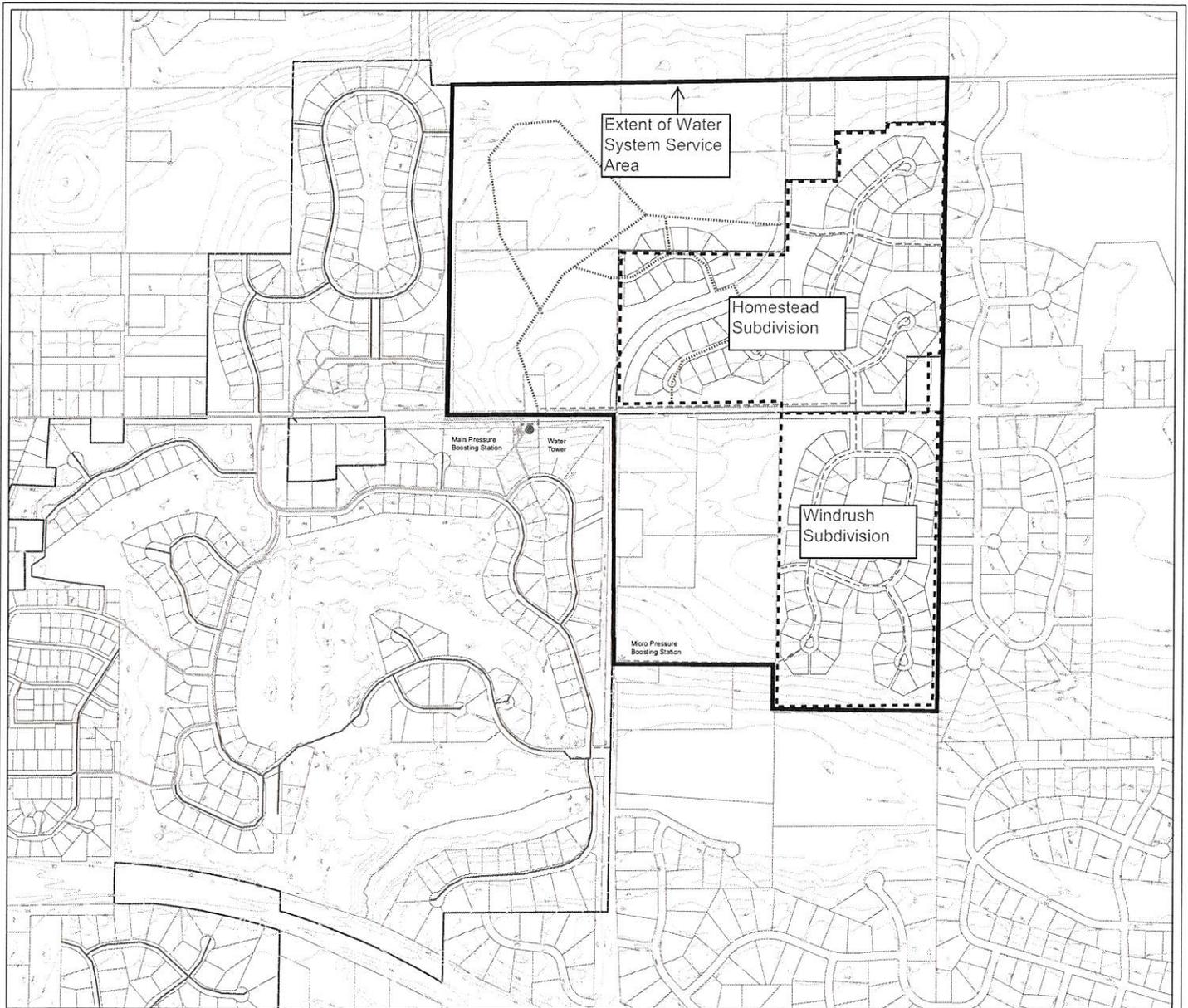
<b>Water System Construction</b>			
Pipes and Valves		\$663,000	
Pressure Boosting Stations		\$500,000	
Professional Services		\$125,000	
<b>TOTAL COST</b>		<b>\$1,288,000</b>	
<b>Cost Per Buildable Lot</b>		<b>\$4,503.50</b>	

Infrastructure accepted by the Village of Hartland on \_\_\_\_\_

Final figures incorporated into this Exhibit A on \_\_\_\_\_

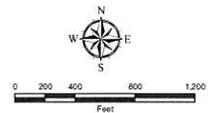
By \_\_\_\_\_

EXHIBIT B



Water Mains		
Existing Mains	Proposed Mains	
	Initial	Future
6"	----- 8"	..... 8"
8"	----- 8"	..... 8"
12"	----- 12"	
	Boosted Pressure Zone Boundary	
	Corporate Limits	

Village of Hartland  
 Windrush Water  
 Pressure Boosting Stations  
 Design Report Figure 1



October 14, 2015

**VIA U.S. MAIL & E-MAIL**

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

Dear Dave:

As a follow up to our discussion in late June, I write to indicate that our firm will provide general municipal legal services, municipal and circuit court traffic and municipal code enforcement prosecution services during the 2016 year at an hourly rate of \$170.00.<sup>1</sup>

During the last seven years, our fees have only been adjusted once out of consideration for the difficult Great Recession. Unfortunately, the Consumer Price Index has increased by 11.4% during that same period as Attachment A shows.

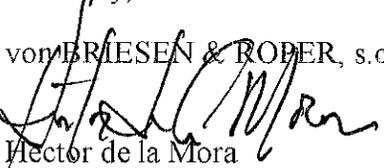
Except for a 2% adjustment to our fees in 2013, the intent of our proposal is to roughly factor in CPI changes that have occurred over the last seven years.

I am also enclosing a proposed engagement letter that confirms authorization for our firm to act on behalf of the Village.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

von BRIESEN & ROBER, s.c.

  
Hector de la Mora

HD:jas

Enclosures

c: David Lamerand, Village President (via e-mail only)  
Darlene Igl, Village Clerk (via e-mail only)  
Ryan Bailey, Finance Director/Treasurer (via e-mail only)

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<sup>1</sup> Rates for legal services provided by other *specialized* practitioners in the firm will vary by practice area on a case by case basis [for example, but not limited to, municipal finance, TIF representation and equalized assessment challenges, eminent domain services, state or federal court litigation representation (other than municipal traffic or code enforcement matters) and environmental law enforcement matters pursued against the Village].

**ATTACHMENT A  
VILLAGE OF HARTLAND LEGAL FEES ANALYSIS CHART**

During the last 7 years, legal fees charged to the Village of Hartland have increased only 2%:

	2009	2010	2011	2012	2013	2014	2015	Cumulative Increase 2009-2015
Firm Attorneys	\$150/hr.	\$150/hr.	\$150/hr.	\$150/hr.	\$153/hr.	\$153/hr.	\$153/hr.	
Law Clerks & Legal Assistants	\$50/hr.	\$50/hr.	\$50/hr.	\$50/hr.	\$51/hr.	\$51/hr.	\$51/hr.	
Fee Increase Percentage	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	0.0%	2.0%

During the last 7 years, the Consumer Price Index has increased 11.4%:

	2009	2010	2011	2012	2013	2014	2015	Cumulative Increase 2009-2015
U.S. Dept. of Labor Bureau of Labor Statistic Percent Change Dec-Dec in Consumer Price Index All Urban Consumers (CPI-U) 2009-2015	2.7%	1.5%	3.0%	1.7%	1.5%	0.8%	0.2 <sup>1</sup> %	11.4%

The Legal Fee Hourly Rate for 2016 is being adjusted solely to keep pace with changes in the CPI:

$$(\$150 \times 11.4\%) + 150 = 17.10 + 150 = \$167.10/\text{hr.}$$

Therefore the new Hourly Rate will be adjusted to \$170.00/hr.

<sup>1</sup> Increases experienced through August, 2015; see <http://www.bls.gov/news.release/cpi.nr0.htm>

**ENGAGEMENT LETTER**

October 14, 2015

Village of Hartland  
c/o David Cox, Village Administrator  
210 Cottonwood Avenue  
Hartland, WI 53029

Dear Dave:

von Briesen & Roper, s.c. is honored to represent the Village of Hartland (“Village”) in providing a scope of services that consists of general municipal legal services as its Village Attorney in substitution for de la Mora & de la Mora. Such services will also include municipal and circuit court, traffic and municipal code enforcement prosecution services. We thought it best to set out in writing the terms and conditions upon which we will provide legal services. The purpose of this letter is to articulate and confirm these terms and conditions.

**RESPONSIBILITIES**

In reliance upon information and guidance provided by the Village Board of Trustees (“Board”) and authorized Village staff, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your or the Board’s inquiries.

**FEES FOR LEGAL SERVICES**

Our fees for legal services rendered to the Village will be primarily based on the amount of time required and the hourly rates of the attorneys and paralegals who render the services. These rates are periodically adjusted to reflect increased efficiency, skills and cost increases. The adjusted rates will apply to all services performed thereafter.

Our billing rates effective January 1, 2016 through December 31, 2016 for the attorneys, law clerks and legal assistants of the firm we anticipate will be working on behalf of the Village will be \$170.00/hr. (attorneys) and \$56.00/hr. (law clerks and legal assistants).<sup>1</sup> As we proceed, we will use personnel with lower billing rates to the extent practical to work on your matters.

**LIMITED LIABILITY**

von Briesen & Roper, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation of the Village and that failure causes the Village

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<sup>1</sup> Rates for legal services provided by other *specialized* practitioners in the firm will vary by practice area on a case by case basis [for example, but not limited to, municipal finance, TIF representation and equalized assessment challenges, eminent domain services, state or federal court litigation representation (other than municipal traffic or code enforcement matters) and environmental law enforcement matters pursued against the Village].

damages, our firm and the shareholder(s) directly involved in the representation may be responsible to the Village for those damages, but the firm's other shareholders will not be personally responsible. Our professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of our size.

### **COMMUNICATION BY E-MAIL**

Our firm primarily communicates with its clients via *unencrypted* internet e-mail, and this will be the way in which we communicate with you. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

### **CLIENT'S RESPONSIBILITIES**

The Village agrees to cooperate with our firm, to keep us informed of any developments that are relevant to the matter(s) we are assisting the Village with, to faithfully comply with this agreement, and to pay our fees on time.

### **FILE RETENTION AND DESTRUCTION**

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a 10-year retention period from the last matter activity date or whatever date we deem appropriate. Extended retention periods may apply to certain types of matters or pursuant to your specific directives.

After the expiration of the applicable retention period, we will destroy your records without further notice to you, unless you notify us otherwise. At the conclusion of your matter, you may opt to retrieve your records from our firm. We are happy to accommodate you in this regard.

### **POTENTIAL CONFLICTS OF INTEREST**

We are a relatively large law firm and we represent many entities and individuals. It is possible that some of our present and future clients will have business relationships and potential or actual disputes with the Village or its subunits. We will not knowingly represent clients in matters that are actually adverse to the interests of the Village without its permission and its informed consent. We would ask that the Village consent, on a case by case basis, to our representation of other clients whose interests are, or may be adverse to, the interests of the Village in circumstances where the Village has selected other counsel and where we have requested a written conflict waiver from the Village after we have advised the Village of the circumstances of the potential or actual conflict and the Village has given us informed consent.

### **GENERAL PROVISIONS**

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

We consider it a privilege to have the opportunity to continue to be of service to the Village. If at any time during the course of our representation you have any questions or comments about our costs, services, or any aspect of how we provide services, please don't hesitate to call me.

**REPRESENTATION**

It is expressly agreed and understood by the Village that no promises, assurances or guarantees as to the outcome of matters referred to us have been made by any member of our firm. Payment is not contingent upon the outcome of matters.

The Village of Hartland agrees to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

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

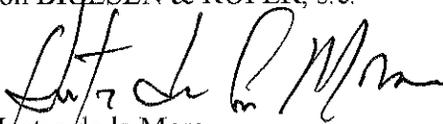
By: \_\_\_\_\_  
David Lamerand on behalf of the Village of Hartland

Its: Village President

Witnessed By: \_\_\_\_\_  
Darlene Igl, Village Clerk

Sincerely,

von BRIESEN & ROPER, s.c.

  
Hector de la Mora

Hd:jas

**von Briesen & Roper, s.c.**

**GENERAL PROVISIONS**

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between von Briesen & Roper, s.c., and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as large volume photocopying, messenger and delivery, air freight, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. To the extent we directly provide any of these services, we will charge for our direct costs and overhead allocable to the services. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.
- (3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf. These estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.
- (6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

## MEMORANDUM

**TO:** President and Village Board  
**FROM:** David E. Cox, Village Administrator  
**DATE:** October 21, 2015  
**SUBJECT:** Fire Chief



As the Board may be aware, the Police and Fire Commission appointed Dave Dean as the regular Fire Chief at its meeting on October 12. While the Village Board does not need to take any action to affirm or confirm this appointment, it does need to take an action to set his compensation.

After discussion, Chief Dean and I have agreed on the following and I recommend its approval by the Board. The salary is in recognition of Dean's long tenure with the Village and his previous leadership in the organization while acknowledging his status as a new Fire Chief. The benefits other than salary are status quo for Dave Dean and are based the current employee handbook and will be determined as such in the future.

1. **Salary: \$89,000 annually** (Approximately 75<sup>th</sup> percentile of the approved range). This salary would remain in place for one year at which point Dean would be eligible for a merit raise for time in position as has been the practice for other Department-Manager-level employees. In 2017, the Dean would also be eligible for any cost-of-living or general wage adjustment granted by the Village Board.
2. **Vacation: 28 days annually.** This is in accordance with the Employee Handbook and is based on his tenure with the Village.
3. Other standard benefits based on his overall tenure as defined in the Employee Handbook and other policies including WRS retirement, life insurance, disability insurance, health and dental insurance, sick leave, etc.

The Village Board is asked to approve this compensation retroactively effective to his official start date as the regular Fire Chief of October 19, 2015, which is the date on which he was officially switched to an Exempt Employee under the law.

DCDean FC Appointment

cc: David Dean, Fire Chief  
Ryan Bailey, Finance Director