

**VILLAGE BOARD AGENDA  
MONDAY, April 11, 2016  
7:00 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Roll Call

Pledge of Allegiance – Trustee Meyers

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

1. Consideration of a motion to approve Village Board minutes of March 28, 2016.
2. Consideration of a motion to approve the vouchers for payment.
3. Consideration of actions related to Licenses and Permits
  - a. Actions related to the consideration of the issuance of a Class "A" Beer/"Class A" Liquor License for the premises located at 805 Cardinal Lane (CBS Investments, Inc., Steven Lynn Yahr, Agent)
    - i. PUBLIC HEARING
    - ii. Consideration of an action related to issuance of a Class "A" Beer/"Class B" Liquor License for Cardinal Service
  - b. Consideration of an application for a Cigarette License for Cardinal Service
  - c. Consideration of a motion to approve an Operator's (Bartender) License with term ending June 30, 2016.
  - d. Consideration of an application for a Street Use Permit
4. Consideration of adoption on Third Reading of Bill for an Ordinance No. 03/14/2016-01 "An Ordinance To Amend Chapter 38 Of The Village Of Hartland Municipal Code Pertaining To Fire Protection And Prevention"
5. Consideration of a motion to authorize disallowance of claim by International Subrogation Management related to the Nixon Park Splash Pad
6. Consideration of a motion to approve a three-year agreement with Time Warner Cable for provision of internet and phone service at the Village Hall, Library (phone only), Fire Station and Public Works Facility
7. Consideration of a motion to approve a Delinquent Account Collection Services Agreement with the Waukesha County Collection Division for debt collection services

**VILLAGE BOARD AGENDA**  
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8. Consideration of a motion to approve a Centennial Park Use Agreement with Arrowhead Union High School regarding use of the Centennial Park football field for the school's lacrosse program
9. Consideration of a request from the Hartland Kiwanis for the disposal of brush and debris from a Bark River cleanup scheduled for April 30
10. Consideration of a motion to approve a storm sewer easement agreement with Hartland Station, LLC for property located at 301 Pawling Avenue
11. Consideration of actions related to an amendment to the PUD and TIF agreement with Hartland Riverwalk, LLC and the related Municipal Revenue Obligation.
  - a. Motion to approve Planned Unit Development and Tax Incremental District Agreement Amendment No. 1 for the Hartland Riverwalk Project.
  - b. Motion to approve an amended Municipal Revenue Obligation (MRO) and authorize issuance of the revised, second issuance MRO document to the Developer of the Hartland Riverwalk.
  - c. Motion to approve a Consent and Agreement with Anchor Bank.
12. **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.
13. Adjournment.

David E. Cox, Village Administrator

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

## MEMORANDUM

**TO:** President and Board of Trustees  
**FROM:** David E. Cox, Village Administrator   
**DATE:** April 8, 2016  
**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 3d Regarding a Street Use Permit for the Beer Snobs Event.

**Background:** Beer Snobs is requesting closure of part of Haight Street for a “grand opening” event on June 18. While staff has reviewed the event and generally approves, the Police Chief and Public Works Director have suggested a few conditions as follows: Outdoor music must end at 11:00 pm, Licensed Operators on site at all times, no alcohol to leave the approved area, no service to underage people, and barricades and road closure signs at Haight and Cottonwood and Haight and Goodwin.

**Recommendation:** Recommend approval of the Street Use Permit with conditions.

Item 4 Regarding amendments to the Fire Code.

**Background:** This ordinance is scheduled for third reading and possible adoption. As a reminder, the current Village Code includes an erroneous reference to an out of date regulation, which is amended in the proposed ordinance to update the reference. Additionally, the ordinance includes a provision that authorizes a fee. Because all fees are set by separate Resolution of the Village Board based on a Code authorization, amending the Village Code allows the Village Board to determine any appropriate fees at a future meeting.

**Recommendation:** Recommend approval of the Ordinance after third reading.

Item 5 Related to the disallowance of a claim.

**Background:** Last August, an individual slipped at the Splash Pad and was injured. While no claim was made to the Village at that time, the person’s insurance carrier is attempting to subrogate the claim to the Village. The Village’s insurance carrier is recommending that the Village deny the claim based on our various immunities, including Recreational Immunity. As we understand the situation, the slip was caused by an accumulation of algae on the Pad’s surface. We were not aware of the matter at the time of the injury but became aware at about that time. Since that time, we have taken care to clean any algae accumulations and plan to do so in the upcoming year. Based on the law, the Village has met its requirements to maintain immunity from liability.

**Recommendation:** Recommend denial of the claim.

Item 6 Related to a new internet and phone provider.

**Background:** As Finance Director Bailey's memo indicates, our current and short term carrier, Windstream has determined that it made a mistake in their rate for us and will raise it considerably. However, they are willing to let us out of the contract because of their mistake. Staff has worked with AT&T and Time Warner Cable to provide alternative proposals and is recommending Time Warner Cable (TWC). The TWC proposal is comparable to the previous costs and is guaranteed for a three year term.

**Recommendation:** Approve the agreement with Time Warner Cable for Telephone and Internet Service.

Item 7 Regarding an agreement with Waukesha County Collection Division.

**Background:** As Finance Director Bailey's memo indicates, our current debt collection agency is going out of business. Staff has explored other potential agencies and considers the Waukesha County Collection Division to be the most favorable. As an internal division of Waukesha County, it is focused on County and Municipal debt collection and is not designed as a profit center. As a result, it charges lower collection fees but has a comparable collection record. The agency would handle all Village debt collection except current ambulance billing, which is handled by our billing company.

**Recommendation:** Approve the agreement with Waukesha County Collection Division.

Item 8 Regarding Arrowhead Lacrosse at Centennial Park.

**Background:** As Public Works Director Einweck's memo indicates, the Park Board has reviewed and approved an agreement with Arrowhead High School to allow the school's Lacrosse program to use the Centennial Park football field for spring lacrosse. The School will provide all of the specialized maintenance and will restore the field at the end of the season. As a result, the Village will have limited responsibilities for this use, which resulted in a slightly lower field use fee.

**Recommendation:** Approve the agreement with Arrowhead for Lacrosse at Centennial Park.

Item 9 Regarding Kiwanis brush disposal.

**Background:** The Village has received a request from the Hartland Kiwanis to provide brush hauling and disposal related to the Kiwanis' riverbank cleanup project scheduled for April 30. They will be working on the segment of river between Haight Drive and E. Capitol Drive in the downtown. Staff finds this acceptable and, if approved by the Village Board, will work with the Kiwanis group to make arrangements.

**Recommendation:** Approve the request to haul and dispose of the material.

Item 10 Regarding an easement at the Hartland Station Property.

Background: In 2007, as part of the approval process for the train depot renovation, it was discovered that the Village did not have a recorded easement for the 60 inch storm sewer that runs beneath the property owned by Hartland Station, LLC. At that time, an easement document was negotiated and drafted but, apparently, never acted upon by the Village Board or recorded by the owner. This fact was discovered in recent weeks as staff and the Plan Commission have been reviewing a proposed land division and building construction on the property. As such, the Village Board is asked to consider the proposed easement agreement as prepared in 2007 (with minor modifications to acknowledge the time lapse) and authorize its acceptance. This easement would then carry through to the new CSM that is being prepared for the current project.

Recommendation: Approve and accept the proposed easement.

Item 11 Regarding amendments to the Hartland Riverwalk PUD/TIF Agreement and MRO.

Background: Joe McCormick, the Hartland Riverwalk Developer, is currently closing on a loan to fund the balance of his project. As part of that process, his new bank has asked for some revisions to the PUD/TIF Agreement between McCormick and the Village. The changes, which are detailed in Amendment No. 1 and a revised MRO, relate primarily to adjusting the performance dates in the agreement to reflect the current schedule and to the ability of McCormick to assign the revenue to the bank if necessary. Additionally, the bank is seeking a new Consent and Agreement from the Village that outlines the fact that the Village recognizes that any debt McCormick has to the Village is secondary to the bank debt (he has no debt to the Village), that the Village will notify the bank in the event McCormick is in default of the PUD/TIF Agreement and that the Village commits to making payments to the bank if necessary and if the taxes are being paid on the project. These amendments have been negotiated with the assistance of the attorney group that worked on the original agreement and do not modify the foundational parts of the original agreements. It is anticipated that McCormick will, at some point before payments begin in 2018, request that the MRO be transferred to Anchor Bank.

Recommendation: Approve the requested documents.

**VILLAGE BOARD MINUTES  
MONDAY, MARCH 28, 2016  
7:00 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Roll Call

Pledge of Allegiance – Trustee Compton

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

Others Present: Administrator Cox, Finance Director Bailey, Clerk Igl, DPW Director Einweck, Deputy Chief Bagin, Jill Vento, Billy Cooley.

**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.)

Jill Vento, candidate for Municipal Court Judge, introduced herself to the Board, provided her background information and asked for support in the April 5<sup>th</sup> election.

Billy Cooley, Project Manager for JD McCormick, provided an update on the Riverwalk Project stating that the project is currently stalled as they are waiting for certain utilities to relocate poles/lines.

1. Motion (Meyers/Stevens) to approve Village Board minutes of March 14, 2016. Carried (7-0).
2. Motion (Landwehr/Swenson) to approve the vouchers for payment in the amount of \$145,462.48. Carried (7-0).
3. Consideration of actions related to Licenses and Permits
  - a. Actions related to the consideration of the issuance of a Class "B" Beer/"Class B" Liquor License for the premises located at 375 Cottonwood Ave. (Ordway's Corner, Inc., Julie Dunham, Agent)
    - i. PUBLIC HEARING  
President Lamerand opened the Public Hearing at 7:08 p.m. No comments were heard. Public Hearing declared closed at 7:09 p.m.
    - ii. Motion (Stevens/Landwehr) to approve the issuance of a Class "B" Beer/"Class B" Liquor License for Ordway's Corner, Inc. subject to final inspection by the Building Inspector. Carried (7-0).
  - b. Motion (Stevens/Swenson) to approve an application for a Cabaret License for Ordway's Corner, Inc. Carried (7-0).
  - c. Motion (Wallschlager/Landwehr) to approve an Operator's (Bartender) License with term ending June 30, 2016. Carried (7-0).

4. Consideration of Second Reading of Bill for an Ordinance No. 03/14/2016-01 "An Ordinance To Amend Chapter 38 Of The Village Of Hartland Municipal Code Pertaining To Fire Protection And Prevention"

Administrator Cox stated the ordinance includes language related to fees. At this time the Fire Dept. is not ready to make a recommendation on software related to fire inspections, however, it was requested that the ordinance changes move forward.

Trustee Meyers asked for clarification on whether this ordinance would establish a fee related to fire inspections. It was stated that the ordinance would allow the Board to set a fee if deemed appropriate at some time in the future.

Trustee Wallschlager asked how a business owner would be notified of a new requirement in the fire code. It was stated that during an inspection, the fire inspector would identify any compliance issues and provide a written report to the business owner. Based on the severity of an issue, a time frame for repairs would be established. If the inspector finds that an issue has not been rectified at the time of the next inspection, the business could be issued a citation for a persistent problem.

Finance Director Bailey stated that the Village receives approximately \$40,000 in 2% fire dues from the state and those funds offset the cost of conducting fire inspections.

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

Items referred from the March 21, 2016 Plan Commission meeting

5. Items related to consideration of site plans and building plans for the Lift Station building and the Entry Monument Sign for the Four Winds West Subdivision.
  - a. Consideration of a motion to approve a Special Real Estate Development (Entry) Monument Sign, including site, landscaping and building plans, for the Four Winds West Subdivision.

Administrator Cox stated that the basic layout for the entry signage is similar to the entrance sign across the street. Motion (Compton/Meyers) to approve a Special Real Estate Development (Entry) Monument Sign, including site, landscaping and building plans, for the Four Winds West Subdivision. Carried (7-0).

- b. Consideration of a motion to approve the site, landscaping and building plans for the sanitary sewer lift station in the Four Winds West Subdivision.

Administrator Cox stated that this lift station building will be built by the developer and designed to resemble a "gate house". Motion (Meyers/Wallschlager) to approve the

site, landscaping and building plans for the sanitary sewer lift station in the Four Winds West Subdivision. Carried (7-0).

Other items for consideration

6. Actions related to the purchase of a new mower.
  - a. Consideration of a motion to authorize the purchase of a Scag Cheetah mower from Waldshmidt's Town and Country Mart of Menomonee Falls in the amount of \$11,847.00.

DPW Director Einweck stated that this smaller mower will be a replacement that will be used for trim work in the cemetery. Trustee Meyers asked whether the older larger mower should be retained but staff felt the older mower was not needed. Motion (Swenson/Landwehr) to authorize the purchase of the Scag Cheetah mower as recommended in the amount of \$11,847.00. Carried (7-0).

- b. Motion (Compton/Wallschlager) to declare as surplus one 2011 Scag Turf Tiger model STT61V-28CAT mower and authorize its disposal at auction. Carried (7-0).
7. Motion (Meyers/Wallschlager) to authorize the purchase of two laser flow meters for the sanitary sewer system from Mulcahy Shaw Water of Cedarburg in the amount of \$34,035. Carried (7-0).
8. Consideration of a motion to approve an agreement with AECOM of Milwaukee for water leak detection services in the amount of \$7,309.

DPW Director Einweck stated that municipalities are encouraged to perform leak detection services annually to minimize water loss. Motion (Meyers/Swenson) to approve an agreement with AECOM of Milwaukee for water leak detection services in the amount of \$7,309. Carried (7-0).

9. Consideration of a motion to approve the submittal to Wisconsin Department of Natural Resources of the MS4 Annual Storm Water report.

DPW Director Einweck reviewed the requirements for this annual report and stated that he spends approximately a week preparing documents for the report. Motion (Landwehr/Swenson) to approve submittal of the MS4 Annual Storm water report to Wisconsin Department of Natural Resources. Carried (7-0).

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

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President Lamerand stated that a special electronic recycling event will be held on April 9<sup>th</sup> at the DPW facility on Progress Drive.

WE Energies has begun gas main replacement work this week along Nixon Avenue and Renson Road.

Residents were reminded of the Presidential Preference & Spring Election to be held on April 5<sup>th</sup>.

11. Adjournment.

Motion (Stevens/Swenson) to adjourn at 7:44 p.m. Carried (7-0).

Respectfully submitted,

Darlene Igl  
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: April 8, 2016

RE: Voucher List

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Attached is the voucher list for the April 11, 2016 Village Board meeting.

April 11, 2016 Checks:	\$245,419.86
March Manual Checks:	\$ 24,459.12
March Wires:	<u>\$218,810.28</u>
Total amount to be approved:	<u>\$488,689.26</u>

VILLAGE OF HARTLAND  
VOUCHER LIST - APRIL 11, 2016

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	APRIL DUES	\$362.00
G 101-23000 SPECIAL DEPOSITS	KLOCKOW, DAWN	RESTITUTION/TOMISC	\$20.00
G 101-23000 SPECIAL DEPOSITS	MATTOX, JAMES	OCC-103 NORTH AVE	\$500.00
G 101-21560 LIFE INSURANCE DEDUCT PAYABLE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$811.90
G 101-23000 SPECIAL DEPOSITS	NOVO RENEWING JOY IN LIFE, PC	OCC-139 COTTONWOOD	\$500.00
G 403-31861 FOUR WINDS WEST	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$165.04
G 403-31861 FOUR WINDS WEST	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$13,015.60
G 403-31841 MURPHY FARMS	RUEKERT & MIELKE	WATER BOOSTER STATION SCADA INTEGRATION	\$5,841.00
G 403-31849 RIVERWALK APTS	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$644.13
G 403-31786 SANCTUARY OF HARTLAND	RUEKERT & MIELKE	EROSION CONTROL COMPLIANCE INSPECTIONS	\$108.72
G 403-31848 HARTLAND SERVICE	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$128.62
G 403-31786 SANCTUARY OF HARTLAND	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$64.35
G 403-31841 MURPHY FARMS	RUEKERT & MIELKE	SUBDIVISION CONSTRUCTION REVIEW	\$1,634.06
G 403-31841 MURPHY FARMS	RUEKERT & MIELKE	WATER BOOSTER STATION CONSTRUCTION REVIEW	\$782.57
G 403-31857 HOLT ELECTRIC	RUEKERT & MIELKE	DEVELOPMENT REVIEW	\$138.00
G 101-31620 FINE ARTS CENTER DONATIONS	SEEBACH, DAVID	DEPOSIT/AUGUST 18 PERFORMANCE	\$250.00
G 101-21593 LONG TERM HEALTH CARE	TRANSAMERICA PREMIER LIFE INS	APR PREMIUMS/ROSCH	\$149.92
G 101-24240 COURT FINES DUE STATE	WAUKESHA CTY SHERIFF S DEPT	DREFAHL/69003	\$260.00
G 101-23000 SPECIAL DEPOSITS	WAUKESHA PHYSICAL THERAPY	OCC-600 HARTBROOK DRIVE	\$500.00
EXPENSE Descr			\$25,875.91
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BENDLIN FIRE EQUIPMENT CO, INC	VEHICLE WASH/WAX	\$89.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	GROGAN, HEATHER	REIMBURSE EMT TESTING APPLICATION	\$70.00
E 101-52300-150 HEALTH/DENTAL/LIFE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$9.70
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	MUELLER, ANDREW	REPAIR PAGER/BATTERY PACKS/DESK CHARGER	\$138.80
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/DUINPHY	\$37.00
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	WCTC(BILLING)	NATIONAL REGISTRY EXAM-GROGAN/HEIN/QUINT/SHI	\$460.00
EXPENSE Descr AMBULANCE			\$805.00
EXPENSE Descr CABLE TELEVISION			
E 101-55370-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$30.00
EXPENSE Descr CABLE TELEVISION			\$30.00
EXPENSE Descr CHURCH ST			
E 401-70405-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN	\$2,614.20
EXPENSE Descr CHURCH ST			\$2,614.20

Account Descr	Search Name	Comments	Amount
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-840 PUBLIC WORKS EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	HOLE BIN	\$170.87
E 402-59900-840 PUBLIC WORKS EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	LED SAFETY DIRECTOR	\$550.00
E 402-59900-840 PUBLIC WORKS EXPENSE	BADGER TRUCK CENTER INC	TOOL BOX TRUCK #18	\$2,832.00
E 402-59900-850 PARKS EXPENSE	BIL-BAR FARMS	NEW TRAILER	\$3,379.52
E 402-59900-840 PUBLIC WORKS EXPENSE	EXECU PRINT	DPW DOOR DECALS/TRUCK NUMBERS/REFELECTIVE DE	\$410.50
E 402-59900-810 ADMINISTRATION EXPENSE	ONTECH SYSTEMS, INC	SERVER PROJECT	\$189.00
E 402-59900-810 ADMINISTRATION EXPENSE	WAUKESHA CTY TREASURER (515)	ELECTION EQUIPMENT	\$6,385.31
EXPENSE Descr CORPORATE RESERVE EXPENSES			\$13,917.20
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-718 DISTRICT ADV & MARKET POSITION	JOURNAL SENTINEL INC	2016 DESTINATION HARTLAND	\$119.17
E 804-56700-724 WEB SITE HOSTING & MAINT	OCREATIVE DESIGN STUDIO	WEB HOSTING SPAM AND VIRUS PROTECT	\$325.00
EXPENSE Descr ECONOMIC DEVELOPMENT			\$444.17
EXPENSE Descr ELECTIONS			
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$210.50
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	ELECTIONSOURCE	CROWD CONTROL PACKS	\$341.93
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	JOURNAL COMMUNITY PUBL	ELECTION NOTICE	\$37.62
EXPENSE Descr ELECTIONS			\$590.05
EXPENSE Descr EVERGREEN CR			
E 401-70400-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN	\$2,614.20
EXPENSE Descr EVERGREEN CR			\$2,614.20
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAR-APR PHONE SERVICE	\$18.57
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	BUSINESS FORMS & ACCOUNTING	AP CHECK ENVELOPES	\$300.21
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	MAR FSA FEES	\$152.71
E 101-51500-150 HEALTH/DENTAL/LIFE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$33.11
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	BARRACUDA EMAIL SECURITY RENEWAL	\$150.00
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	MILEAGE	\$49.14
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$103.20
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	POLICY/WORKERS COMP	\$42,734.00
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	ANNUAL PACKAGE POLICY	\$45,424.00
E 101-51500-510 INSURANCES	R&R INSURANCE SERVICES INC	POLICY/BOILER AND MACHINERY	\$1,754.00
EXPENSE Descr FINANCIAL ADMINISTRATION			\$90,718.94
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	5 ALARM FIRE	ONE INCH TUBULAR WEBING	\$132.00
E 101-52200-220 UTILITY SERVICES	AT&T	MAR-APR PHONE SERVICE	\$18.57

Account Descr	Search Name	Comments	Amount
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BENDLIN FIRE EQUIPMENT CO, INC	CYLINDER GAUGE/MSA-KIT CARRIER	\$207.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BENDLIN FIRE EQUIPMENT CO, INC	ANNUAL FLOW TEST/REPAIRS SCBA UNITS	\$1,249.30
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BENDLIN FIRE EQUIPMENT CO, INC	CREDIT	-\$223.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BENDLIN FIRE EQUIPMENT CO, INC	CYLINDER GAUGE/SWIVEL GASKET	\$112.00
E 101-52200-360 VEHICLE MAINT/EXPENSE	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TESTING/REPAIR	\$1,710.84
E 101-52200-360 VEHICLE MAINT/EXPENSE	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TESTING/REPAIR	\$1,802.96
E 101-52200-360 VEHICLE MAINT/EXPENSE	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TESTING/REPAIR	\$1,769.59
E 101-52200-360 VEHICLE MAINT/EXPENSE	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TESTING/REPAIR	\$2,068.44
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$654.65
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$7.01
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	LOGO DECAL	\$35.00
E 101-52200-255 BLDGS/GROUNDS	FLEMINGS FIRE 1, INC.	SERVICE CALL/ANNUAL INSPECTION	\$178.36
E 101-52200-220 UTILITY SERVICES	HARTLAND WATER & SEWER	1ST QTR WATER & SEWER	\$230.08
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	KIMBALL MIDWEST	AIR FITTINGS	\$59.49
E 101-52200-150 HEALTH/DENTAL/LIFE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$9.71
E 101-52200-220 UTILITY SERVICES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$575.71
E 101-52200-360 VEHICLE MAINT/EXPENSE	PARTS HUT HARTLAND	CABINET STRUTS FOR 4365	\$125.94
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WALKER, PATRICK	REIMBURSE FOOD/TRAINING	\$59.71
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WI DEPT OF SAFETY AND PROF SVC	WI FIRE INSPECTOR APPLICATION-DEAN/WAGNER	\$95.06
EXPENSE Descr FIRE PROTECTION			\$10,878.42
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAR-APR PHONE SERVICE	\$18.57
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	JOURNAL COMMUNITY PUBL	NOTICES	\$95.87
E 101-51400-150 HEALTH/DENTAL/LIFE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$55.43
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$103.20
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	MAR-APR COPIER/FEB-MAR OVERAGE	\$392.25
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	SCHWAAB INC	STAMP INK PADS	\$26.25
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	MAR BARTENDER	\$28.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	MAR SOLICITOR	\$21.00
EXPENSE Descr GENERAL ADMINISTRATION			\$740.57
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAR-APR PHONE SERVICE	\$18.57
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$103.20
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	FEBRUARY PERMITS	\$14,621.38
EXPENSE Descr INSPECTION			\$14,743.15
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-360 VEHICLE MAINT/EXPENSE	10-33 VEHICLE SERVICES	REPLACE REAR RADAR ANTENNA/SQ 1	\$93.76
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAR-APR PHONE SERVICE	\$18.57

Account Descr	Search Name	Comments	Amount
E 802-52100-300 OPERATING SUPPLIES/EXPENSES	AUTOMOTIVE PARTS & EQUIPMENT	FILTERS/SCIT TRUCK	\$51.66
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	B & K ELECTRIC, INC.	WIRE GARAGE ELECTRIC TO MUNICIPAL BUILDING GE	\$1,275.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	BROOM/SQ 1	\$11.40
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	REPAIR KIT/PD RESTROOM	\$22.49
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	DOBBERLIN, VIKI	REIMBURSE FOR SUPPLIES	\$16.69
E 802-52100-300 OPERATING SUPPLIES/EXPENSES	FACTORY MOTOR PARTS	REPAIR PARTS/SCIT TRUCK	\$237.26
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	FBINAA WISCONSIN CHAPTER	ANNUAL TRAINING/BAGIN	\$85.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	GORDON FLESCH CO INC	MAR-APR COPIER	\$54.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ 5 REPAIRS	\$1,098.17
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	INTERIOR DETAILING/OIL & FILTER CHANGE SQ 2	\$169.28
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ 4 REPAIRS	\$257.48
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	OIL & FILTER CHANGE/MOUNT TIRES SQ 9	\$142.35
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	OIL & FILTER/ROTATE TIRES SQ 7	\$112.01
E 101-52100-150 HEALTH/DENTAL/LIFE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$232.94
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	PRODESK DESKTOP COMPUTERS	\$3,660.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$103.20
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL BLOOD DRAWS-SANDERS/GODLEY	\$70.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL BLOOD DRAW/SCHROEPFER	\$35.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	SCBA/MASK FIT TESTING	\$793.00
E 802-52100-300 OPERATING SUPPLIES/EXPENSES	VERIZON WIRELESS	FEB-MAR SERVICE	\$21.34
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	FEB-MAR SERVICE	\$506.57
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	FEB-MAR SERVICE	\$440.47
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WCTC(BILLING)	TRAINING FEES	\$120.72
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	CARES CABS	\$7.00
EXPENSE Descr LAW ENFORCEMENT			\$9,635.36
EXPENSE Descr LAWN ST (NIXON TO CHURCH)			
E 401-70415-290 OUTSIDE SERVICES/CONTRACTS	JOURNAL COMMUNITY PUBL	PAVING NOTICE	\$65.10
EXPENSE Descr LAWN ST (NIXON TO CHURCH)			\$65.10
EXPENSE Descr LIBRARY			
E 101-55110-220 UTILITY SERVICES	AT&T	MAR-APR PHONE SERVICE	\$18.57
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (75003338)	CHILDRENS DVDS	\$219.96
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOK	\$14.56
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	LARGE PRINT	\$29.36
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOK	\$15.11
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$30.78
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$35.52
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$87.84
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$105.68
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$109.42

Account Descr	Search Name	Comments	Amount
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$777.43
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$413.25
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$260.98
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$155.15
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOK	\$9.80
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$20.14
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$195.26
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$20.14
E 101-55110-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	YOUNG ADULT FICTION BOOKS FOAM	\$16.94
E 101-55110-310 BOOKS & MATERIALS	BOOKS & COMPANY	DOUBTERS ALMANAC	\$22.40
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	ADULT AUDIOBOOK	\$47.98
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	ADULT AUDIOBOOK	\$47.98
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	ADULT AUDIOBOOK	\$55.78
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	ADULT AUDIOBOOK	\$35.98
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	BOOKMARK/DVD CASES	\$192.34
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	CD/BOOKMARKS/FILE CASE	\$180.79
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	LARGE PRINT	\$22.79
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	LARGE PRINTS	\$46.18
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	LARGE PRINTS	\$65.97
E 101-55110-220 UTILITY SERVICES	HARTLAND WATER & SEWER	1ST QTR WATER & SEWER	\$302.66
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$228.81
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	CREDIT	-\$33.35
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	BOOK COVER/LABEL PROTECTORS	\$370.39
E 101-55110-250 JANITORIAL SERVICE	KLEAN LINE LLC	APR JANITORIAL SERVICES	\$685.00
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVDS	\$51.97
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVDS	\$237.91
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVD	\$149.99
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ACD/DVDS	\$83.96
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVDS	\$86.96
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DVD	\$19.99
E 101-55110-150 HEALTH/DENTAL/LIFE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$97.37
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	NOONAN, CLAUDIA	REIMBURSE PROGRAM SUPPLIES	\$92.16
E 101-55110-220 UTILITY SERVICES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$103.20
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT/CHILDREN AUDIOBOOK	\$20.00
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	CHILDRENS AUDIOBOOK	\$33.75
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOKS	\$260.20
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	BOOK KIT AUDIOBOOK	\$33.97
EXPENSE Descr LIBRARY			\$6,079.02
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$109.01

Account Descr	Search Name	Comments	Amount
E 101-51600-220 UTILITY SERVICES	HARTLAND WATER & SEWER	1ST QTR WATER & SEWER	\$354.95
E 101-51600-355 JANITORIAL SUPPLIES	KLEAN LINE LLC	JANITORIAL SUPPLIES	\$192.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	KLEAN LINE LLC	APR JANITORIAL SUPPLIES	\$705.00
EXPENSE Descr MUNICIPAL BUILDING			\$1,360.96
EXPENSE Descr PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	FIRST SUPPLY MADISON	WASHER/REPAIR KIT	-\$48.75
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	FIRST SUPPLY MADISON	WASHER/REPAIR KIT	\$491.17
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	FIRST SUPPLY MADISON	WASHER	\$164.13
E 101-55200-220 UTILITY SERVICES	HARTLAND WATER & SEWER	1ST QTR WATER & SEWER	\$581.84
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$216.27
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	MAR-APR CENTENNIAL	\$21.15
EXPENSE Descr PARKS			\$1,425.81
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FILTERS	\$128.90
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FILTERS	\$15.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	BABCOCK AUTO SPRING	FRONT SPRING REPAIRS	\$2,352.63
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	LIGHT BULBS	\$11.68
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	HOLE DOZER SAW/QUICKCHANG ARBOR	\$33.61
E 101-53000-430 SNOW & ICE REMOVAL	COMPASS MINERALS	SALT	\$24,996.08
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$40.76
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$77.97
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	GREASE	\$36.86
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$848.69
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$887.74
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	EXECU PRINT	DPW DOOR DECALS/TRUCK NUMBERS/REFLECTIVE DE	\$212.00
E 101-53000-220 UTILITY SERVICES	HARTLAND WATER & SEWER	1ST QTR WATER & SEWER	\$259.52
E 101-53000-360 VEHICLE MAINT/EXPENSE	INTERSTATE BATTERIES	BATTERY FOR 4520	\$99.95
E 101-53000-150 HEALTH/DENTAL/LIFE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$304.43
E 101-53000-220 UTILITY SERVICES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$302.60
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	PARTS HUT HARTLAND	OIL DRY	\$30.56
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	MULTI TRAC/CARLISLE SMOOTH/TUBE	\$622.19
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$29.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	MUFFLER PIPE/HYDRAULIC FILTERS	\$595.17
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	FILTERS	\$281.12
E 101-53000-360 VEHICLE MAINT/EXPENSE	REARDON METAL FABRICATING	STAINLESS STEEL PLATES	\$90.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	SAN-A-CARE, INC	FLOOR CLEANER RENTAL	\$125.00
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 04/06/16	\$52.92
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 04/06/16	\$99.00
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 04/06/16	\$35.28

Account Descr	Search Name	Comments	Amount
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 03/16/16	\$126.00
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 03/23/16	\$32.20
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 03/23/16	\$99.00
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 03/02/16	\$126.00
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 03/09/16	\$99.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	SIDE/WING LAMP	\$362.27
E 101-53000-360 VEHICLE MAINT/EXPENSE	WAUPUN EQUIPMENT CO, INC	SPINDLES	\$530.34
E 101-53000-360 VEHICLE MAINT/EXPENSE	WAUPUN EQUIPMENT CO, INC	KEY/SPACER/IDLER	\$487.03
E 101-53000-360 VEHICLE MAINT/EXPENSE	WAUPUN EQUIPMENT CO, INC	TIRE ASSEM	\$513.36
E 101-53000-360 VEHICLE MAINT/EXPENSE	WAUPUN EQUIPMENT CO, INC	SPACERS/TIRE ASSEM	\$441.62
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	MAR DPW	\$35.00
EXPENSE Descr PUBLIC WORKS			\$35,421.46
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAR-APR PHONE SERVICE	\$18.57
E 101-55300-220 UTILITY SERVICES	AT&T	MAR-APR PHONE SERVICE	\$18.57
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	MAR GENTLE YOGA PUNCH CARDS	\$302.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	MAR MODERATE YOGA PUNCH CARDS	\$302.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUSOLD, CAROL	MAR NIA PUNCH CARDS	\$32.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	ART STUDIO-PM	\$432.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	ART STUDIO-AM	\$144.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	ART STUDIO-PM	\$256.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	ART STUDIO-AM	\$64.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	JOURNAL SENTINEL INC	2016 DESTINATION HARTLAND	\$119.17
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY MARTIAL ARTS	BABYSITTING BASICS	\$316.80
E 101-55300-150 HEALTH/DENTAL/LIFE	MINNESOTA LIFE INSURANCE CO	MAY PREMIUMS	\$3.31
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	NELSON, JOANNE	MAR WAKE UP WRITER PUNCH CARDS	\$33.60
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	MAR CARDIO FTI	\$140.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	MAR YOGA FOR ATHLETES PUNCH CARDS	\$96.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	MAR CORE FITNESS PUNCH CARDS	\$256.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$103.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	MAR-APR COPIER/FEB-MAR OVERAGE	\$29.48
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SPRECHER, MARIA	MAR QIGONG PUNCH CARDS	\$128.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	MAR YOGA FOR LIFE PUNCH CARDS	\$518.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	MAR YOGA FOR LIFE PUNCH CARDS	\$576.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	MAR CHAIR YOGA PUNCH CARDS	\$32.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	MAR CHAIR YOGA PUNCH CARDS	\$403.20
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$4,325.10
EXPENSE Descr REPAVE PATHWAYS - MILL PLACE			
E 401-76080-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	REPAVE PATHWAYS	\$620.00

Account Descr	Search Name	Comments	Amount
EXPENSE Descr REPAVE PATHWAYS - MILL PLACE			\$620.00
EXPENSE Descr SEWER SERVICE			
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	AT&T	MAR-APR PHONE SERVICE	\$18.58
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	MAR FSA FEES	\$23.49
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	BARRACUDA EMAIL SECURITY RENEWAL	\$150.00
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$302.59
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	HARDWARE/SOFTWARE UPDATE	\$207.89
E 204-53610-800 CAPITAL OUTLAY	VISU-SEWER, INC.	GROUTING-COTTONWOOD AVE	\$3,069.00
EXPENSE Descr SEWER SERVICE			\$3,771.55
EXPENSE Descr STORM WATER MGMT PLAN			
E 401-74097-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	STUDY	\$6,533.40
EXPENSE Descr STORM WATER MGMT PLAN			\$6,533.40
EXPENSE Descr TIF FUND EXPENSES			
E 216-58300-290 OUTSIDE SERVICES/CONTRACTS	CHILSON-RENO, GINA M	RELOCATION EXPENSES	\$1,300.00
EXPENSE Descr TIF FUND EXPENSES			\$1,300.00
EXPENSE Descr TRUSTEES			
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	WISCONSIN TAXPAYERS ALLIANCE	ANNUAL SUBSCRIPTION/ADDITIONAL FEES	\$85.76
EXPENSE Descr TRUSTEES			\$85.76
EXPENSE Descr WATER UTILITY			
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	AT&T	MAR-APR PHONE SERVICE	\$18.57
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	PLUMBING PARTS	\$18.41
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	MAR FSA FEES	\$58.74
E 620-53700-673 TRANS&DIST MAINS	JOURNAL COMMUNITY PUBL	UTILITIES NOTICE	\$63.40
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	MARCH BACTERIA SAMPLES	\$54.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	570 PROGRESS WELL #3	\$20.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	MARCH BACTERIA SAMPLES	\$54.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	901 MANCHESTER WELL #5	\$924.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	NEW CONSTRUCTION	\$36.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	570 PROGRESS WELL #3	\$984.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	520 PENBROOK WELL #4	\$924.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	DRINKING WATER	\$939.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	MARCH BACTERIA SAMPLES	\$72.00
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	BARRACUDA EMAIL SECURITY RENEWAL	\$150.00
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	PAETEC (WINDSTREAM)	MAR-APR PHONE/INTERNET	\$302.60
E 620-53700-678 HYDRANTS	RUEKERT & MIELKE	HYDRANT REPLACEMENT	\$744.00
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	BRISTLECONE WATER VALVE REPLACEMENT	\$4,705.20
E 620-53700-681 COMPUTERS & SOFTWARE	RUEKERT & MIELKE	HARDWARE/SOFTWARE UPDATE	\$207.86

Account Descr	Search Name	Comments	Amount
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	GIS MAINTENANCE	\$140.00
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	HWY K PUMP STATION	\$15.22
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	FEB-APR MICRO BOOSTER	\$27.77
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	HWY K PUMP STATION	\$340.76
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE	\$25.00
EXPENSE Descr WATER UTILITY			\$10,824.53
			\$245,419.86

# VILLAGE OF HARTLAND

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## Payments

Current Period: MARCH 2016

Batch Name	MAR16MC	User Dollar Amt	\$24,459.12	
Payments		Computer Dollar Amt	\$24,459.12	
			\$0.00	In Balance
Refer	49909 WE ENERGIES	Ck# 008482	3/4/2016	
Cash Payment	E 101-51600-220 UTILITY SERVICES	JAN-FEB ELECTRIC		\$1,933.10
	Invoice 0882213292			
Cash Payment	E 620-53700-622 POWER FOR PUMPING	JAN-FEB MANCHESTER		\$1,386.43
	Invoice 7839302285			
Cash Payment	E 620-53700-622 POWER FOR PUMPING	JAN-FEB SUNNYSLOPE		\$957.04
	Invoice 2293156744			
Cash Payment	E 620-53700-625 MAINTENANCE OF PU	JAN-FEB #3 PUMPHOUSE		\$9.57
	Invoice 3042164324			
Cash Payment	E 101-53000-220 UTILITY SERVICES	JAN-FEB GAS		\$1,160.38
	Invoice 6056270114			
Cash Payment	E 620-53700-622 POWER FOR PUMPING	JAN-FEB SUNSHINE		\$1,793.01
	Invoice 6473362744			
Cash Payment	E 204-53610-220 UTILITY SERVICES	JAN-FEB HWY 83		\$24.54
	Invoice 6263414559			
Cash Payment	E 620-53700-622 POWER FOR PUMPING	JAN-FEB COVENTRY		\$113.11
	Invoice 1468544962			
Cash Payment	E 101-51600-220 UTILITY SERVICES	JAN-FEB GAS		\$648.60
	Invoice 2663271889			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB PENBROOK		\$15.71
	Invoice 5674217938			
Cash Payment	E 204-53610-220 UTILITY SERVICES	JAN-FEB BRADFORD		\$44.96
	Invoice 5613294504			
Cash Payment	E 620-53700-622 POWER FOR PUMPING	JAN-FEB PENBROOK		\$116.51
	Invoice 7851809890			
Cash Payment	E 620-53700-625 MAINTENANCE OF PU	JAN-FEB PENBROOK		\$61.43
	Invoice 7851809890			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB PENBROOK		\$23.79
	Invoice 8613908604			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB CENTENNIAL		\$171.00
	Invoice 0450215442			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB HARTBROOK		\$15.71
	Invoice 0481684333			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB HARTBROOK		\$28.22
	Invoice 9236535835			
Cash Payment	E 101-52200-220 UTILITY SERVICES	JAN-FEB SURVIVE ALIVE/GAS		\$41.86
	Invoice 0882882206			
Cash Payment	E 101-52200-220 UTILITY SERVICES	JAN-FEB SURVIVE ALIVE/ELECT		\$109.39
	Invoice 9205177634			
Cash Payment	E 101-53000-220 UTILITY SERVICES	JAN-FEB ELECTRIC		\$823.00
	Invoice 3646056192			
Cash Payment	E 101-52200-220 UTILITY SERVICES	JAN-FEB ELECTRIC/GAS		\$975.03
	Invoice 0433099006			
Cash Payment	E 620-53700-622 POWER FOR PUMPING	DEC-JAN HILL ST		\$111.01
	Invoice 1256399293			

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## Payments

Current Period: MARCH 2016

Cash Payment	E 101-53000-225 STREET LIGHTING	DEC-JAN CLOCK		\$45.22
Invoice	7216041063			
Cash Payment	E 101-53000-225 STREET LIGHTING	JAN-FEB ST LIGHTING		\$327.78
Invoice	5028427102			
Cash Payment	E 101-53000-225 STREET LIGHTING	JAN-FEB CAMPUS DR		\$395.75
Invoice	9028267806			
Cash Payment	E 204-53610-220 UTILITY SERVICES	JAN-FEB WOODLANDS		\$44.82
Invoice	9416057165			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB NIXON		\$24.41
Invoice	5876199679			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB NIXON		\$29.46
Invoice	2679405828			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB FAC		\$31.34
Invoice	0216106875			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB NIXON		\$15.71
Invoice	0096257859			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB BARK RIVER		\$45.40
Invoice	9032161219			
Cash Payment	E 101-55200-220 UTILITY SERVICES	JAN-FEB NIXON		\$19.65
Invoice	8805432113			
Cash Payment	E 620-53700-625 MAINTENANCE OF PU	JAN-FEB SUNSHINE		\$19.77
Invoice	5677024971			
Cash Payment	E 204-53610-220 UTILITY SERVICES	JAN-FEB CRYSTAL		\$90.94
Invoice	6068808002			
Cash Payment	E 204-53610-220 UTILITY SERVICES	JAN-FEB RUSTIC		\$41.83
Invoice	9264030069			
Cash Payment	E 620-53700-622 POWER FOR PUMPING	DEC-JAN BRISTLECONE		\$21.69
Invoice	5016074048			
Cash Payment	E 204-53610-220 UTILITY SERVICES	DEC-JAN ARLENE		\$240.05
Invoice	6475996819			
Cash Payment	E 204-53610-220 UTILITY SERVICES	DEC-JAN SHADOW RIDGE		\$63.30
Invoice	7811234819			
Transaction Date	4/1/2016	GF Checking	11100	Total \$12,020.52
Refer	49910 WI SUPPORT COLLECTIONS TRUS Ck# 008483 3/10/2016			
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO	PP #6		\$819.22
Invoice				
Transaction Date	4/1/2016	GF Checking	11100	Total \$819.22
Refer	49911 US POSTMASTER Ck# 008484 3/21/2016			
Cash Payment	E 101-51400-395 COMMUNITY RELATIO	NEWSLETTER POSTAGE		\$699.21
Invoice				
Transaction Date	4/1/2016	GF Checking	11100	Total \$699.21
Refer	49912 WE ENERGIES Ck# 008485 3/22/2016			
Cash Payment	E 620-53700-622 POWER FOR PUMPING	JAN-FEB ELECTRIC #3 PUMPHOUSE		\$1,718.49
Invoice	0065822102			
Cash Payment	E 101-53000-225 STREET LIGHTING	JAN-FEB ST LIGHTING		\$8,362.46
Invoice	0065822102			
Transaction Date	4/1/2016	GF Checking	11100	Total \$10,080.95
Refer	49913 WI SUPPORT COLLECTIONS TRUS Ck# 008486 3/24/2016			

**VILLAGE OF HARTLAND**  
**Payments**

Current Period: MARCH 2016

Cash Payment G 101-21580 GARNISHMENT DEDUCTIO PP #7					\$819.22
Invoice					
Transaction Date	4/1/2016	GF Checking	11100	<b>Total</b>	\$819.22
Refer	49914 TRI-COUNTY WATERWORKS ASS Ck# 008487 3/30/2016				
Cash Payment E 620-53700-930 MISC GENERAL EXPEN MEETING/ELFTMAN					\$20.00
Invoice					
Transaction Date	4/1/2016	GF Checking	11100	<b>Total</b>	\$20.00

**Fund Summary**

	11100 GF Checking
101 GENERAL FUND	\$17,580.62
204 SEWER	\$550.44
620 WATER FUND	\$6,328.06
	\$24,459.12

Pre-Written Checks	\$24,459.12
Checks to be Generated by the Computer	\$0.00
<b>Total</b>	<b>\$24,459.12</b>

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## Payments

Current Period: MARCH 2016

Batch Name			Computer Dollar Amt	\$218,810.28	Posted
Batch Name	MAR16WIRE				
	Payment				
Refer	49944	<u>EMPLOYEE TRUST FUNDS</u>	Ck# 2016034E	3/24/2016	
Cash Payment	E 101-51400-150	HEALTH/DENTAL/LIFE	APRIL HEALTH INS PREMIUMS		\$5,095.11
Invoice					
Cash Payment	E 101-51500-150	HEALTH/DENTAL/LIFE	APRIL HEALTH INS PREMIUMS		\$2,380.82
Invoice					
Cash Payment	E 101-55300-150	HEALTH/DENTAL/LIFE	APRIL HEALTH INS PREMIUMS		\$682.45
Invoice					
Cash Payment	E 101-52100-150	HEALTH/DENTAL/LIFE	APRIL HEALTH INS PREMIUMS		\$29,305.40
Invoice					
Cash Payment	E 101-53000-150	HEALTH/DENTAL/LIFE	APRIL HEALTH INS PREMIUMS		\$22,761.26
Invoice					
Cash Payment	E 101-55110-150	HEALTH/DENTAL/LIFE	APRIL HEALTH INS PREMIUMS		\$5,586.47
Invoice					
Cash Payment	E 101-52200-150	HEALTH/DENTAL/LIFE	APRIL HEALTH INS PREMIUMS		\$1,190.41
Invoice					
Cash Payment	E 101-52300-150	HEALTH/DENTAL/LIFE	APRIL HEALTH INS PREMIUMS		\$1,190.41
Invoice					
Cash Payment	G 101-21530	INSURANCE DEDUCTIONS	APRIL HEALTH INS PREMIUMS		\$4,838.27
Invoice					
Cash Payment	G 101-34140	UNFUNDED EMPLOYEE BE	APRIL HEALTH INS PREMIUMS		\$1,641.90
Invoice					
Transaction Date	3/24/2016	Due 0	GF Checking	11100	Total \$74,672.50
Refer	49945	<u>WI RETIREMENT SYSTEM</u>	Ck# 2016035E	3/31/2016	
Cash Payment	E 101-55300-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$304.62
Invoice					
Cash Payment	E 101-51400-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$683.38
Invoice					
Cash Payment	E 101-51500-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$266.07
Invoice					
Cash Payment	E 101-52100-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$9,622.17
Invoice					
Cash Payment	E 101-52100-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$537.54
Invoice					
Cash Payment	E 101-52200-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$502.24
Invoice					
Cash Payment	E 101-52300-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$646.59
Invoice					
Cash Payment	E 101-52200-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$11.48
Invoice					
Cash Payment	E 101-53000-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$3,469.00
Invoice					
Cash Payment	E 101-55110-140	RETIREMENT BENEFIT	FEBRUARY WRS PREMIUMS		\$1,464.00
Invoice					
Cash Payment	E 620-53700-926	EMPLOYEE PENSIONS	FEBRUARY WRS PREMIUMS		\$1,897.47
Invoice					

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## Payments

Current Period: MARCH 2016

Cash Payment	E 204-53610-110 SALARIES	FEBRUARY WRS PREMIUMS		\$170.55
Invoice				
Cash Payment	E 204-53610-110 SALARIES	FEBRUARY WRS PREMIUMS		\$241.63
Invoice				
Cash Payment	E 204-53610-390 BILLING/COLLECTION/	FEBRUARY WRS PREMIUMS		\$321.89
Invoice				
Cash Payment	G 101-21520 RETIREMENT DEDUCTION	FEBRUARY WRS PREMIUMS		\$9,367.63
Invoice				
Cash Payment	G 101-21520 RETIREMENT DEDUCTION	FEBRUARY WRS PREMIUMS		\$7,490.90
Invoice				
Transaction Date	3/31/2016	Due 0	GF Checking 11100	<b>Total</b> \$36,997.16
Refer	49946	FIRST BANK FINANCIAL CENTRE	Ck# 2016036E 3/31/2016	
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	EBUSINESS BANKING		\$20.00
Invoice				
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	POSITIVE PAY		\$30.00
Invoice				
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	ACH FILTERS/BLOCKS		\$25.00
Invoice				
Transaction Date	3/31/2016	Due 0	GF Checking 11100	<b>Total</b> \$75.00
Refer	49947	PAYROLL DATA SERVICES INC	Ck# 2016037E 3/10/2016	
Cash Payment	E 804-56700-110 SALARIES	03/11 BID PAYROLL WIRE		\$1,028.77
Invoice				
Cash Payment	E 804-56700-760 PAYROLL SERVICE CH	03/11 BID PAYROLL WIRE		\$35.00
Invoice				
Transaction Date	3/10/2016	Due 0	GF Checking 11100	<b>Total</b> \$1,063.77
Refer	49948	PAYROLL DATA SERVICES INC	Ck# 2016038E 3/24/2016	
Cash Payment	E 804-56700-110 SALARIES	03/25 BID PAYROLL WIRE		\$1,028.79
Invoice				
Cash Payment	E 804-56700-760 PAYROLL SERVICE CH	03/25 BID PAYROLL WIRE		\$35.00
Invoice				
Transaction Date	3/24/2016	Due 0	GF Checking 11100	<b>Total</b> \$1,063.79
Refer	49949	PAYMENT SERVICE NETWORK	Ck# 2016039E 3/31/2016	
Cash Payment	E 204-53610-290 OUTSIDE SERVICES/C	FEBRUARY PSN CC FEES		\$44.70
Invoice				
Cash Payment	E 620-53700-923 OUTSIDE SERVICES	FEBRUARY PSN CC FEES		\$44.70
Invoice				
Transaction Date	3/3/2016	Due 0	GF Checking 11100	<b>Total</b> \$89.40
Refer	49950	BOND TRUST SERVICES CORP	Ck# 2016040E 3/31/2016	
Cash Payment	E 301-58000-615 DEBT SERVICE - INTE	2015 GO BONDS INTEREST PAYMENT		\$29,723.33
Invoice				
Cash Payment	E 620-53700-427 INTEREST ON LONG T	2015 GO BONDS INTEREST PAYMENT		\$6,351.67
Invoice				
Transaction Date	3/31/2016	Due 0	GF Checking 11100	<b>Total</b> \$36,075.00
Refer	49951	BOND TRUST SERVICES CORP	Ck# 2016041E 3/31/2016	
Cash Payment	E 301-58000-615 DEBT SERVICE - INTE	2012 GO BONDS INTEREST PAYMENT		\$38,366.87
Invoice				

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## Payments

Current Period: MARCH 2016

Cash Payment	E 620-53700-427 INTEREST ON LONG T	2012 GO BONDS INTEREST PAYMENT	\$21,260.63
	Invoice		
Cash Payment	E 204-58000-615 DEBT SERVICE - INTE	2012 GO BONDS INTEREST PAYMENT	\$752.50
	invoice		
Transaction Date	3/31/2016	Due 0 GF Checking 11100	<b>Total</b> \$60,380.00
Refer	49952 JPMORGAN CHASE BANK	Ck# 2016042E 3/18/2016	
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	AMAZON - CD'S/DVD'S	\$641.41
	Invoice		
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	MACHINE SHED - ADMIN BREAKFAST - COX	\$12.84
	Invoice		
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	WMCA - CLERKS MTG - IGL & MEYER	\$70.00
	Invoice		
Cash Payment	E 101-51440-300 OPERATING SUPPLIES	A RIFKIN - ELECTION SUPPLIES	\$21.82
	Invoice		
Cash Payment	E 101-52300-300 OPERATING SUPPLIES	AMAZON - TABLET PROTECTION PLAN	\$189.98
	Invoice		
Cash Payment	E 101-52300-300 OPERATING SUPPLIES	AMAZON - KEYBOARD/CASE/SCREEN PROTECTOR	\$101.82
	Invoice		
Cash Payment	E 101-52300-300 OPERATING SUPPLIES	AMAZON - MICROSOFT SURFACE PRO 3	\$1,073.97
	Invoice		
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	VALLEY POPCORN - POPCORN	\$109.95
	Invoice		
Cash Payment	E 101-52300-300 OPERATING SUPPLIES	AMAZON - RETURN SCREEN PROTECTOR	-\$15.99
	Invoice		
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	MABAS WISCONSIN - DECALS FOR FIRETRUCK	\$65.00
	Invoice		
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	BUILD-CHARGE.COM - DIGITAL LOCKSETS	\$1,580.00
	Invoice		
Cash Payment	E 401-79195-285 CONSTRUCTION COST	MENARDS - BATHROOM CONST. SUPPLIES	\$53.01
	Invoice		
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	WIAAI - MEMBERSHIP	\$25.00
	Invoice		
Cash Payment	E 802-52100-300 OPERATING SUPPLIES	AMMOS SAFE - AMMO SAFES	\$65.44
	Invoice		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	OFFICEMAX - OFFICE CHAIRS	\$279.96
	Invoice		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	WCTC FIRING RANGE - MEMBERSHIPS	\$50.00
	Invoice		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	INNOCORP - WALK THE LINE TAPES	\$41.00
	Invoice		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	JOBRIEN.COM - DATACARD COLOR RIBBON KIT	\$133.88
	Invoice		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	AMAZON - TRAINING WEAPONS	\$35.88
	Invoice		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	AMAZON - TRAINING WEAPONS	\$16.05
	Invoice		

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## Payments

Current Period: MARCH 2016

Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	TRAFFIC SAFETY STORE - ORANGE CONES	\$363.36
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	CULVERS - LUNCH/COLLURA	\$18.07
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	KALAHARI RESORT - LODGING/ROSCH	\$158.00
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	KALAHARI RESORT - LODGING/BAGIN	\$267.00
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	KALAHARI RESTAURANT MEAL - ROSCH/BAGIN/KELSEY	\$70.82
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	DENNY'S - MEAL/ROSCH & BAGIN	\$16.58
Cash Payment Invoice	E 101-55110-345 STAFF EDUCATION/TR	WI LIBRARY ASSOC - MEMBERSHIP	\$170.00
Cash Payment Invoice	E 101-55110-345 STAFF EDUCATION/TR	AMERICAN LIBRARY ASSOC - MEMBERSHIP	\$137.00
Cash Payment Invoice	E 101-55110-345 STAFF EDUCATION/TR	AMERICAN LIBRARY ASSOC - POSTERS	\$77.01
Cash Payment Invoice	E 101-55300-300 OPERATING SUPPLIES	WALMART - CRAFTING SUPPLIES	\$56.05
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	INTOXIMETERS - PBT TESTING GAS	\$144.00
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	PICK N SAVE - CITIZEN ACADAMEY SNACKS	\$21.11
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	OFFICEMAX - UPS	\$74.99
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	TALON GRIPS - HANDGUN GRIPS	\$35.98
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	KALAHARI RESORT - LODGING CREDIT/BAGIN	-\$109.00
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	LOCAL GOVERNMENT - WGFOA MEMBERSHIP	\$25.00
Cash Payment Invoice	E 101-51400-395 COMMUNITY RELATIO	WEB NETWORK SOLUTION - DOMAIN REGISTRATION	\$659.80
Cash Payment Invoice	E 101-51400-395 COMMUNITY RELATIO	HARTLAND CHAMBER OF COMMERCE - KUDOS SPONSORSHIP AND TABLE	\$860.00
Cash Payment Invoice	E 620-53700-652 MAINTENANCE OF SE	AMAZON - CUTTING WHEELS	\$17.37
Cash Payment Invoice	E 101-53000-360 VEHICLE MAINT/EXPE	MDI SALES - HIGH PRESSURE HOSE REEL	\$563.17
Cash Payment Invoice	E 101-51600-255 BLDGS/GROUNDS	BEE'S LIGHTING - LED LAMPS	\$37.26
Cash Payment Invoice	E 101-51100-300 OPERATING SUPPLIES	PIGGLY WIGGLY - COFFEE	\$17.87
Cash Payment Invoice	E 101-51440-300 OPERATING SUPPLIES	PIGGLY WIGGLY - ELECTION FOOD	\$37.22

VILLAGE OF HARTLAND

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Payments

Current Period: MARCH 2016

Cash Payment	E 101-51440-300 OPERATING SUPPLIES	COUSINS SUBS - ELECTION FOOD				\$123.98
Invoice						
Transaction Date	3/18/2016	Due 0	GF Checking	11100	<b>Total</b>	\$8,393.66

Fund Summary

	11100 GF Checking	
804 BUSINESS IMPROVEMENT DISTRICT		\$2,127.56
802 LAKE AREA CRITICAL INCIDENT TM		\$65.44
620 WATER FUND		\$29,571.84
401 CAPITAL PROJECTS FUND		\$53.01
301 DEBT SERVICE FUND		\$68,090.20
204 SEWER		\$1,531.27
101 GENERAL FUND		\$117,370.96
		<u>\$218,810.28</u>

Pre-Written Checks	\$218,810.28
Checks to be Generated by the Computer	\$0.00
<b>Total</b>	<u>\$218,810.28</u>

VILLAGE OF HARTLAND  
LICENSES AND PERMITS  
APRIL 11, 2016

**Class "A" Beer/"Class A" Liquor License**

Applicant: CBS Investments, Inc.  
Location: 805 Cardinal Lane  
Agent: Steven Lynn Yahr  
DBA: Cardinal Service

The following documents are complete and on file:

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

**Cigarette License- expires June 30, 2016**

CBS Investments, Inc., dba Cardinal Service, 805 Cardinal Lane

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

Ruthie Lee Stevenson  
Shelli Sue Dupras  
Alexis Nicole Komondoros  
William Hunter Lucht

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

**Street Use Permit for Large Scale Events**

Event: Grand Opening for Beer Snobs Ale & Eats  
Date: June 18, 2016  
Time: 6:00 am – 3 am

The Police Chief and Public Works Director recommend approval subject to noted conditions. The Fire Chief and Village Clerk recommend approval.



# STREET USE PERMIT APPLICATION

## (For Events Less than 3 Blocks – Residential Neighborhood Events)

Date: \_\_\_\_\_  
 Rec.#: \_\_\_\_\_

**\$30.00 FEE (NOT REFUNDABLE)**

We, the undersigned residents of the 100 hundred block(s) of Cottonwood Ave Street in the Village of Hartland, hereby consent to the recreational use of this street between the hours of 6AM and 3AM on Sat (June) the 18 day of 20 16, for the purpose of Grand Opening party - Beer Snobs Inc, and do hereby petition the Village of Hartland to grant a Street Use Permit for use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use in the Village of Hartland.

*\*see attached map*

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

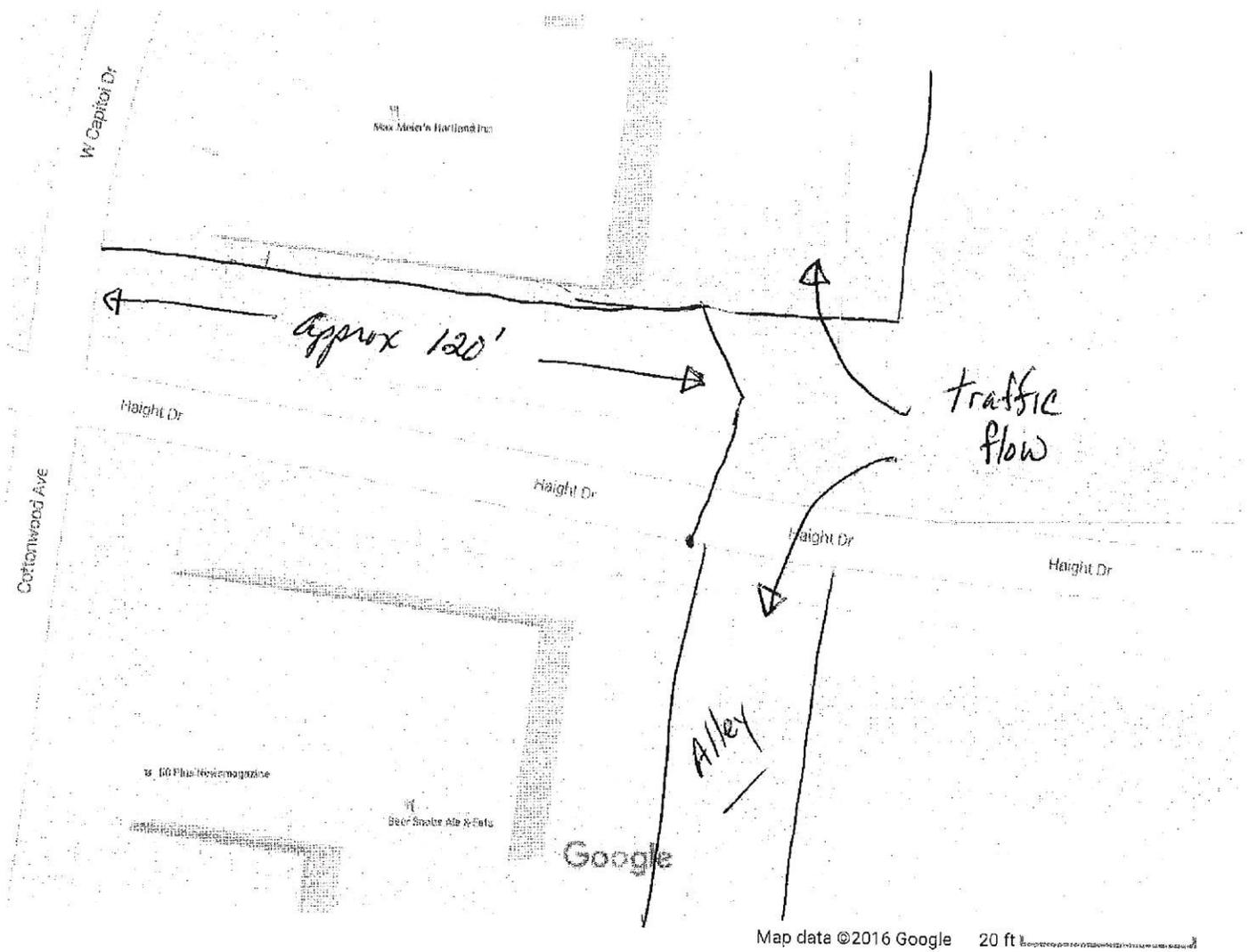
The responsible person or persons who shall sign an application for a Street Use Permit on our behalf is/are as follows:

NAME(S) Harold Berg - Beer Snobs Ale + Eats  
 TITLE VP  
 ADDRESS 122 Cottonwood Ave HARTLAND, WI  
 PHONE (daytime) 262-367-6627 (evening) \_\_\_\_\_  
 ORGANIZATION/GROUP SPONSORING EVENT Beer Snobs Inc

Petitioner(s) Signature	Petitioner(s) Address
<u>[Signature]</u> H.C.C.	116 W. CAPITOL DRIVE
<u>[Signature]</u> HCAM	114 W. Capitol Dr.
<u>[Signature]</u> B.B.	122 Cottonwood Ave #2
<u>[Signature]</u> W.C.F.A.	112 W. Capitol Dr.
<u>[Signature]</u> Village Teachers	108 W. Capitol Dr.
<u>[Signature]</u> Hartland Inn	110 Cottonwood Ave
<u>[Signature]</u> 50+	128 Cottonwood Ave
<u>[Signature]</u> Phoenix	129 Cottonwood Ave.

Received by \_\_\_\_\_ (Office use only) FEE: \$30.00  
 Date \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

# Google Maps



Map data ©2016 Google 20 ft

Google Maps

*hannah.kinn @ willis.com*  
*Margrit*



# Memo

**To:** Village Board  
**From:** Chief Robert J. Rosch *RR*  
**CC:**  
**Date:** **October 26, 2015**  
**Re:** June 18, 2016 Beer Snobs Street Use Permit

---

The Police Department has reviewed this street use application and has no objections with the following conditions:

1. Both ends of closed area as described on the map have proper removable barricades and road closed signs.
2. If there is any music (live or recorded), it must stop immediately at 11:00 P.M. (This is consistent with other type of events, such as the street dance or park events).
3. Properly licensed staff is on premise at all times so that serving laws are followed, and that no alcohol is carried off of the licensed premise or served to underage people.



# STREET USE PERMIT APPLICATION

(For Events Less than 3 Blocks – Residential Neighborhood Events)

Date: \_\_\_\_\_  
 Rec.#: \_\_\_\_\_

ME  
4-5-16

## \$30.00 FEE (NOT REFUNDABLE)

We, the undersigned residents of the 100 hundred block(s) of Cottonwood Ave Street in the Village of Hartland, hereby consent to the recreational use of this street between the hours of 6AM and 3AM on Sat (June) the 18 day of 20 16, for the purpose of Grand Opening party - Beer Snobs Inc, and do hereby petition the Village of Hartland to grant a Street Use Permit for use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use in the Village of Hartland.

\*see attached map

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

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

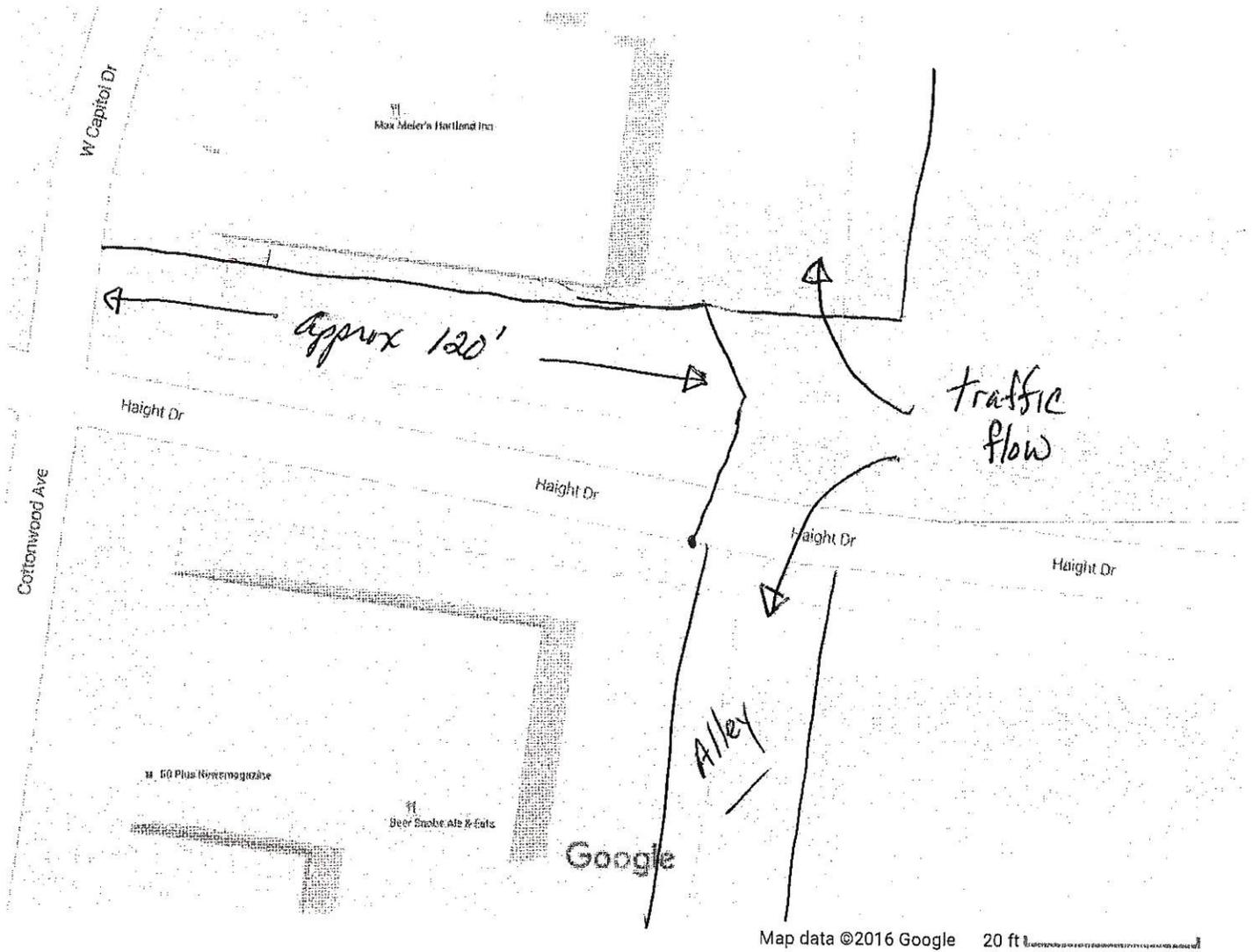
NAME(S) Harold Berg - Beer Snobs Ale + Eats  
 TITLE VP  
 ADDRESS 122 Cottonwood Ave HARTLAND, WI \_\_\_\_\_  
 PHONE (daytime) 262-367-6627 (evening) \_\_\_\_\_  
 ORGANIZATION/GROUP SPONSORING EVENT Beer Snobs Inc

Petitioner(s) Signature	Petitioner(s) Address
<u>[Signature]</u> H.C.C.	116 W. Capitol Drive
<u>[Signature]</u> HCAM	114 W. Capitol Dr.
<u>[Signature]</u> B.B.	122 Cottonwood Ave #2
<u>[Signature]</u> LCFA	112 W. Capitol Dr.
<u>[Signature]</u> Village Graders	108 W. Capitol Dr.
<u>[Signature]</u> Hartland Inn	110 Cottonwood Ave
<u>[Signature]</u> 50+	128 Cottonwood Ave
<u>[Signature]</u> Phoenix	129 Cottonwood Ave.

(Office use only)

Received by \_\_\_\_\_ FEE: \$30.00  
 Date \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Google Maps



Google Maps

Driveway to Library is not an alley and traffic should be diverted prior.

hannah.kinn @ willr.com

Margrit

Road Closed sign and barricades needed at Haight & Cottonwood.

Road Closed to thru traffic sign and barricades needed at Haight & Goodwin.

VILLAGE OF HARTLAND

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 38  
OF THE VILLAGE OF HARTLAND MUNICIPAL CODE  
PERTAINING TO FIRE PROTECTION AND PREVENTION

THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DO ORDAIN AS FOLLOWS:

**Section 1:** Chapter 38, Article 1, section 38-4 through section 38-8 of the Village of Hartland Municipal Code of Ordinances pertaining to Fire Prevention Code is hereby **amended** to read as follows.

**Sec. 38-4. - Fire prevention code.**

~~(a) Adoption. There is adopted by the village board to prescribe regulations governing conditions hazardous to life and property from fire or explosion the NFPA, 1975 edition, except such portions as are hereafter deleted, modified or amended. The clerk shall place on file in the chief's office at the village fire station a complete set of the National Fire Codes. Such codes shall be available for inspection at any time during regular hours. Excepting where referenced by this Code, the relevant standards of the most current version of the NFPA Codes shall be applied in relation to fire prevention code. In cases of conflict between any provision of this section and any regulation contained in the Wisconsin Statutes or Administrative Code, the most restrictive provision shall apply. The Authority Having Jurisdiction (AHJ) shall have the final determination on all code enforcement.~~

**Section 2:** Chapter 38, Article 1, section 38-34 (d) of the Village of Hartland Municipal Code of Ordinances pertaining to Fire Inspection is hereby **amended** to read as follows.

(d) The fire inspector shall keep a ~~written~~ record of each property inspected which shall conform to the requirements of the Wisconsin Department of Safety and Professional Services.

**Section 3:** Chapter 38, Article 1, section 38-34 (g) of the Village of Hartland Municipal Code of Ordinances pertaining to Fire Inspection is hereby **created** as follows.

(g) Owners of public buildings and places of employment, as those terms are defined under SS 101.01, Wis. Stats., shall cause all inspection reports, service records, notices of violation, and any other information requested by the fire inspector, to be filed *and fees as established by the Village Board to be paid* as directed by the fire inspector. Property

owners who fail to comply with these requirements will be subject to an additional fee as determined by the Village Board.

**Section 4:** If any section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of such ordinance.

**Section 5:** This Ordinance shall take effect and be in full force after adoption and proper publication.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF HARTLAND

ATTEST:

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

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



**ADMINISTRATION**  
210 COTTONWOOD AVENUE  
HARTLAND, WI 53029  
PHONE (262) 367-2714  
FAX (262) 367-2430  
[www.villageofhartland.com](http://www.villageofhartland.com)

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**NOTICE OF DISALLOWANCE OF  
CLAIM BY INTERNATIONAL SUBROGRATION MANAGEMENT ON BEHALF OF  
STANDARD PROCESS INC. FOR THE INCIDENT INVOLVING CHERRIE LARSON  
AT THE VILLAGE OF HARTLAND SPLASH PAD, RECOVERY INCIDENT #467374,  
AGAINST MUNICIPALITY OF VILLAGE OF HARTLAND**

TO: International Subrogation Management  
Attn: Anne Walsh  
24402 W. Lockport St., Suite 227  
Plainfield, IL 60544

RE: Cherrie Larson slip and fall Splash Pad Injury  
Date of Claim: August 31, 2015  
Recovery Incident # 467374

**PLEASE TAKE NOTICE** that on the 11<sup>th</sup> day of April, 2016 the Village Board of the Village of Hartland, a municipal subdivision in Waukesha County, Wisconsin, denied the claims of International Subrogation Management c/o Cherrie Larson against the Village of Hartland, dated the 31<sup>st</sup> day of August, 2015.

You are notified pursuant to Wis. Stat. 893.80(1g) that no action on the above claims may be brought after six (6) months from the date of service of this Notice of Disallowance upon you.

Dated this 11<sup>th</sup> day of April, 2016.

---

**Dave Lamerand, Village President**

## Ryan Bailey

---

**From:** Statewide Ginger Kimpton [gkimpton@statewidesvcs.com]  
**Sent:** Thursday, March 31, 2016 1:32 PM  
**To:** awalsh@niis.com  
**Subject:** RE: Your incident # 467374 - Cherrie Larson

Anne,

In addition to no liability or negligence, recreational immunity would apply to this claim. As such, the Village will be disallowing the claim.

Ginger

**From:** Statewide Ginger Kimpton  
**Sent:** Wednesday, March 30, 2016 12:56 PM  
**To:** 'awalsh@niis.com' <awalsh@niis.com>  
**Subject:** RE: Your incident # 467374 - Cherrie Larson

Anne,  
In response to your letter dated March 15, 2016, our position remains the same. Based on our investigation and discussions with our insured, no one at the Village had any prior knowledge of the condition of the splash pad which caused this slip and fall. In order for a municipality to be liable, they must have prior knowledge of the defect/condition and have sufficient time to repair the defect/condition. Therefore, in the absence of notice and in the absence of negligence on the part of the Village of Hartland, I am recommending that the Village disallow your claim, pursuant to Wis. Stat. 893.80.

**Ginger Kimpton, AIC**  
**Senior Casualty Claims Adjuster**  
**Statewide Services Inc.**  
**608.828.5515 direct**  
**855-828-5515 toll free**  
**866.828.6613 fax**  
**[gkimpton@statewidesvcs.com](mailto:gkimpton@statewidesvcs.com)**

**From:** Statewide Ginger Kimpton  
**Sent:** Tuesday, March 01, 2016 3:06 PM  
**To:** 'awalsh@niis.com' <awalsh@niis.com>  
**Subject:** Your incident # 467374 - Cherrie Larson

Our claim # WM000671360064, our insured Village of Hartland  
Claimant: Cherrie Larson, date of incident: 8/31/15

Hi Anne,

This email is in response to your subrogation letter dated Feb 25, 2016. Per our telephone conversation on March 1, 2016, this will serve as notification of our denial of liability regarding this matter. As far as the medpay coverage, that is a no-fault coverage available on an excess basis to the claimant only for her out-of-pocket expenses.

If you have any further questions, please feel free to contact me. Thank you.



INTERNATIONAL SUBROGATION MANAGEMENT  
24402 W. Lockport Street, Suite 227  
Plainfield, Illinois 60544  
815-267-5000 • Fax 815-267-5010

March 15, 2016

Ginger Kimpton  
Senior Casualty Claims Adjuster  
Statewide Services, Inc.  
P.O. Box 555  
Madison, WI 53705

MAR 21 2016

RE: **Subrogation Recovery**  
Your Claim Number: WM000671360064  
Group: Standard Process, Inc.  
Participant: Cherrie Larson  
Date of Injury: 8/31/2015  
Recovery Incident: 467374

Dear Ms. Kimpton,

This letter is in response to your e-mail denial of liability of March 1, 2016 with regard to the above date of incident.

Please be advised that we believe otherwise. We have conducted our own investigation and found that a person had fallen in the exact same spot the day before, and three young boys, one who was just standing, the other two that were walking, also fell on the same day as Ms. Larson. The cause of the fall was due to a build-up of algae, which caused the area to become slippery.

An incident report was made with Splash Pad, but a copy was never given to the Larson's. Of note, the algae was cleaned up the evening of Ms. Larson's fall. This indicates a situation that obviously could have been avoided, had the area been properly maintained. We believe Splash Pad to be 100% liable for the loss.

As a matter of information, the total paid claims constituting our client's lien is currently \$15,276.01, a sum that may increase.

Please make your check payable to **International Subrogation Management** and forward the check to our office for further handling.

If you have any questions, please contact me directly at 815-267-5005, or you can reach me by e-mail at [awalsh@niis.com](mailto:awalsh@niis.com).

Very truly yours,

Anne E. Walsh

**Darlene Igl**

---

**From:** Statewide Ginger Kimpton [gkimpton@statewidesvcs.com]  
**Sent:** Tuesday, March 01, 2016 3:13 PM  
**To:** Darlene Igl  
**Cc:** 'rick.kalscheuer@rrins.com'; 'holly.rabe@rrins.com'  
**Subject:** Closure- Village of Hartland (Cherrie Larson) WM000671360064

Good afternoon,

I'm closing this claim in which Ms. Larson slipped and fell at the Splash pad at Nixon park on 8/31/15. The Village had received a letter from ISM and I've been in contact with the subrogation handler there. I explained there is no liability or medpay available for ISM as medpay is for the claimant only for her OOP meds. Therefore, I've sent an email to ISM regarding no liability or medpay available to them, and I'm closing my claim file as we've not received anything from the claimant.

If you have any questions, please let me know. Thank you.

**Ginger Kimpton, AIC**  
Senior Casualty Claims Adjuster  
Statewide Services Inc.  
608.828.5515 direct  
855-828-5515 toll free  
866.828.6613 fax  
[gkimpton@statewidesvcs.com](mailto:gkimpton@statewidesvcs.com)

This message is intended only for the person to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure. Use, distribution or copying by anyone else is prohibited. If you receive this in error, please notify us promptly and then destroy this communication.

***Statewide Services, Inc.***

Claim Division

1241 John Q. Hammons Dr.  
P.O. Box 5555  
Madison, WI 53705-0555  
877-204-9712

December 21, 2015

Village of Hartland  
210 Cottonwood Ave  
Hartland WI 53029

RE: Insured: Village of Hartland  
Claimant Name: Cherrie Larson  
Claim Number: WM000671360064  
Date of Loss: 8/31/2015

Statewide Services, Inc. is the third-party administrator for the League of Wisconsin Municipalities Mutual Insurance liability and auto program. We received notice of the above-referenced claim and want to assure you that we are in the process of reviewing it. This claim has been assigned to:

Ginger Kimpton  
Casualty Claims Specialist  
Phone: 855-828-5515  
Fax: 866-828-6613  
Email Address: [gkimpton@statewidesvcs.com](mailto:gkimpton@statewidesvcs.com)

Feel free to call or email the claim handler above.

Sincerely,

Statewide Services Claim Department  
Cc: Rick Kalscheuer

December 15, 2015

Ms. Darlene Igl  
The Village of Hartland  
Municipal Building  
210 Cottonwood Avenue  
Hartland, WI 53029

RE: Subrogation Recovery  
Group: STANDARD PROCESS INC.  
Participant: CHERRIE LARSON  
Date of Injury: 8/31/2015  
Recovery Incident: 467374  
Location of Accident: Splash Pad, Nixon Park

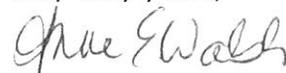
Dear Ms. Igl,

We have received notice of an incident which we understand occurred on your premises. Professional Benefit Administrators the Third-Party Administrator for STANDARD PROCESS INC. has asked International Subrogation Management to handle a recovery of medical expenses, paid on behalf of CHERRIE LARSON, under their Healthcare Plan as a result of this incident.

We are seeking reimbursement of the total paid claims in the amount of \$3,934.27, a sum that may increase, under the Premises Medical Payments Coverage, which we believe is in effect for the location where the incident occurred. The purpose of this correspondence is to ask for your assistance in forwarding this notice of claim to the appropriate individual(s) who can respond directly to us. Please forward this letter to your Risk Management Department and/or your liability insurance carrier immediately to permit them to contact our office.

If you have questions or wish to discuss this matter, please telephone me at **855-290-3281**. Thank you in advance for your cooperation.

Very truly yours,



Anne E. Walsh

**MEMORANDUM**

**TO:** Village Board  
**FROM:** Ryan Bailey, Finance Director   
**DATE:** April 6, 2016  
**SUBJECT:** Internet and Phone Service Provider Change

Currently, the Village of Hartland has Internet and Phone service provided by Windstream at Village Hall (which services PD and Administration), Public Works Building and Fire Department. Additionally, Windstream provides phone service to the Library. Staff received notice on March 1, 2016 from Windstream that they performed an internal audit of their services and the Village of Hartland was flagged as a negative margin. We currently pay approximately \$2,100 per month with Windstream and the notice stated that our bill would increase to approximately \$4,300 per month. In their notice to the Village, they have informed us that they will allow us to get out of our Windstream contracts at all locations mentioned above.

Over the past several weeks, staff, with the assistance of Ontech systems (our IT provider), has received quotes from Time Warner Cable and AT&T via Orion Communications for replacement Internet and Phone service. Both Time Warner Cable and AT&T provided proposals that kept the services at Village Hall at the same speed that Windstream provides and improved the speed of service for the Public Works Building and Fire Department.

The proposal received from Time Warner Cable is \$1,757 per month without taxes or approximately \$2,050 after taxes and also has one time installation fees of \$850. The proposal from AT&T via Orion Communications is \$2,450.60 per month after taxes with no installation fees noted. Staff verified with Ontech Systems that both Internet Service Providers systems will work within our current configuration and may be better than what we currently have.

Staff recommends the Village Board authorize David Cox to sign the proposal and terms and agreement received from Time Warner Cable to be our Internet Service Provider with a 36 month contract.

Time Warner Cable Business Class  
**Communications  
Solution Proposal**

For Village of Hartland

**Prepared by:**

**Anthony Fargo**

**Major Account Executive I**

**Phone: (414) 908-4745**

**Cell:**

**Email: [anthony.fargo@twcable.com](mailto:anthony.fargo@twcable.com)**

INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD



# Table of Contents

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## Proposed Pricing

Proposal#: 7171565

Proposed Pricing Good Until: 4/23/2016 7:00:00 AM

Account Executive: Anthony Fargo

Telephone: (414) 908-4745

Ext:

Fax:

Email: anthony.fargo@twcable.com

### Customer Information:

Authorized Contact:

Contact Phone:

Contact Fax:

Ryan Bailey

(262) 367-2714

+1.262.367.2475

## New and Revised Services and Monthly Charges At: 210 Cottonwood Ave , Hartland WI 53029

Product	Quantity	Sales Price	Contract Term	Bandwidth	Monthly Price
5 Static IP	1	\$0.00	36 Months		\$0.00
DID Block 20 Numbers	2	\$3.00	36 Months		\$6.00
Hub - ELINE	1	\$0.00	36 Months		\$0.00
LD 3,000 Free Minutes	1	\$0.00	36 Months		\$0.00
Business Class SIP - 3Yr	23	\$15.00	36 Months		\$345.00
Business Class Trunk	1	\$0.00	36 Months		\$0.00
Dedicated Internet Access 10M	1	\$454.00	36 Months		\$454.00
<b>Monthly Total:*</b>					<b>\$805.00</b>

\*Prices do not include taxes and fees

## New and Revised Services and Monthly Charges At: 150 Lawn St , Hartland WI 53029

Product	Quantity	Sales Price	Contract Term	Bandwidth	Monthly Price
Business Class SIP - 3Yr	6	\$15.00	36 Months		\$90.00
DID Block 20 Numbers	1	\$3.00	36 Months		\$3.00
ELINE Interstate 5 Mbps	1	\$383.00	36 Months		\$383.00
Ethernet Spoke	1	\$0.00	36 Months		\$0.00

Monthly Total:\*

\$476.00

\*Prices do not include taxes and fees

**New and Revised Services and Monthly Charges At: 701 Progress Dr , Hartland WI 53029**

Product	Quantity	Sales Price	Contract Term	Bandwidth	Monthly Price
Business Class SIP - 3Yr	6	\$15.00	36 Months		\$90.00
DID Block 20 Numbers	1	\$3.00	36 Months		\$3.00
ELINE Interstate 5 Mbps	1	\$383.00	36 Months		\$383.00
<b>Monthly Total:*</b>					<b>\$476.00</b>

\*Prices do not include taxes and fees

**One-Time Charges at: 150 Lawn St , Hartland WI 53029**

Product	Quantity	Sales Price	Price
SIP Install	1	\$0.00	\$0.00
Installation	1	\$250.00	\$250.00
		<b>Total*:</b>	<b>\$250.00</b>

\*Prices do not include taxes and fees

**One-Time Charges at: 701 Progress Dr , Hartland WI 53029**

Product	Quantity	Sales Price	Price
Installation	1	\$250.00	\$250.00
		<b>Total*:</b>	<b>\$250.00</b>

\*Prices do not include taxes and fees

**One-Time Charges at: 210 Cottonwood Ave , Hartland WI 53029**

Product	Quantity	Sales Price	Price
Install Fee	1	\$0.00	\$0.00
SIP Install	1	\$350.00	\$350.00
		<b>Total*:</b>	<b>\$350.00</b>

\*Prices do not include taxes and fees

\*Prices quoted are subject to change. Applicable taxes and fees are not included in the quoted price. Additional Terms and Conditions may apply.

## Product Descriptions

### Business Class PRI

The Time Warner Cable Business Class (TWCBC) PRI service can provide businesses an IP-enabled voice solution that will allow you to obtain a highly reliable and cost-effective voice service, delivered over the Time Warner Cable Business Class scalable fiber optic network.

FEATURES	BENEFITS
Standard PRI configuration of 23 simultaneous voice channels and one control channel 23B+D as well as fractional options of 8B+D, 12B+D and 16B+D channels	Match trunk capacity to business requirements with multiple PRI configurations that enable you to choose the one that is the best fit for your business, so you only pay for the voice services that you need.
Unlimited Local Service Calling Plan	Simple price structure that includes unlimited local calling. You can increase your savings and improve profitability by bundling your data services in one service package from one provider, TWCBC. Get one invoice for all services.
Optional Minutes of Use Packages	Control Long Distance and International Call Charges with optional Minutes of Use packages which are scalable from 3,000 to 100,000 minutes and include long distance and international calling to over 50 of the most popular worldwide calling destinations.
Manage Voice Services in Real Time	A Trunk Admin Portal enables secure access to usage details and reporting capabilities and allows you to configure Alternate Routing and Trunk Overflow features in real time.
Inbound and outbound call blocking options	Enables you to block unwanted types of calls such as incoming collect calls and outgoing calls to international numbers.
Trunk overflow	Enables you to reroute inbound calls to a new destination when all trunks are in use.
Alternate routing for business continuity	Allows you to reroute calls to a new destination when a location becomes inaccessible.
Easy-to-use online portal	Conveniently manage features and retrieve account details from our online portal. Have control over when changes are activated.
Online Call Detail and On-demand Analysis Reports	Better manage your long distance costs. Web-based portal displays four (4) months of on-demand call detail history. On-demand analysis reports track day-of-week and time-of-day long distance usage, as well as top ten highest cost calls.
Service delivered over TWCBC's private, secure, and reliable network	Offers a true alternative to relying on the local phone company for the last-mile access to your business.
Robust Service Level Agreement	TWCBC PRI and SIP Trunks are backed by a strong Service Level Agreement with a 99.99% service availability target.

## Business Class SIP Trunks

The Time Warner Cable Business Class (TWCBC) SIP trunks product is an IP-based voice trunk that uses Session Initiation Protocol (SIP) and provides a customer management portal to control routing features and access on-demand reporting capabilities. Time Warner Cable Business Class SIP Trunks offers customers an economical trunk interface for their IP PBX equipment with scalable capacity from as few as 6 concurrent call paths. Business Class SIP Trunks are provisioned over our extensive fiber-rich IP network and include allocated bandwidth so that voice traffic no longer compromises the speed of a complementing data service.

FEATURES	BENEFITS
Only purchase the capacity you need based on the number of concurrent calls you make	Gives you a cost-effective voice solution.
Easily add capacity in as few as one concurrent call increments	TWCBC SIP Trunks easily scale as your business grows.
Optional Minutes of Use Packages	Control Long Distance and International Call Charges with optional Minutes of Use packages which are scalable from 3,000 to 100,000 minutes and include long distance and international calling to over 50 of the most popular worldwide calling destinations.
Manage Voice Services in Real Time	A Trunk Admin Portal enables secure access to usage details and reporting capabilities and allows you to configure Alternate Routing and Trunk Overflow features in real time.
Caller ID for inbound calls displays the name and number of the calling party	Caller ID provides pertinent caller information to you before calls are answered.
Trunk overflow	Enables you to reroute inbound calls to a new destination when all trunks are in use.
Alternate routing for business continuity	Allows you to reroute calls to a new destination when a location becomes inaccessible.
Inbound and outbound call blocking options	Enables you to block unwanted types of calls such as collect calls and calls to international destinations.
Service delivered over TWCBC's private, secure, and reliable IP network	Offers a true alternative to relying on the local phone company for the last-mile access to your business.
Easy-to-use online portal	Conveniently manage features and retrieve account details from our online portal. Have control over when changes are activated.
Robust Service Level Agreement	TWCBC PRI and SIP Trunks are backed by a strong Service Level Agreement with a 99.99% service availability target.

## Dedicated Internet Access (DIA)

Time Warner Cable Business Class (TWCBC) Dedicated Internet Access offers dedicated Internet connectivity, leveraging the fiber distribution network that supplies service to millions of other Time Warner Cable customers. With the principal product focus on secure, high-bandwidth solutions, this service provides robust point-to-point fiber-based Internet connectivity.

### FEATURES

### BENEFITS

Tiered Service Levels	Customized speed configurations to meet your business needs.
Scalable Service Levels	Scalable service from 5Mbps to 10Gbps symmetric transmission speeds can be customized as business needs change.
Service Level Agreements	Industry-leading Service Level Agreements (SLAs) are available.
Fiber-based	A fast, reliable, high-bandwidth, symmetrical, and dedicated Internet access link over TWCBC fiber.

## Ethernet Solutions

TWCBC Ethernet Services are a portfolio of Wide Area Networking (WAN) services which enable businesses to efficiently connect nonadjacent locations together to form a seamless and secure network environment.

### FEATURES

### BENEFITS

Tiered Service Levels	Customized configurations to meet your business needs.
Scalable Service Levels	Scalable service from sub-1Mbps to 10Gbps transmission speeds can be customized remotely when business needs change.
Service Level Agreements	Multiple service levels are available to guarantee reliability.

**MEMORANDUM**

**TO:** Village Board  
**FROM:** Ryan Bailey, Finance Director   
**DATE:** April 7, 2016  
**SUBJECT:** **Collection Agency Contract with Waukesha County**

Over the past decade, the Village of Hartland has been in contract with Eagle Collection Agency out of Pewaukee Wisconsin as our collection agency for any outstanding personal property tax bills, ambulance bills (prior to 01/01/2014) and any other delinquent Village accounts. We received notice this week that Eagle Collection Agency will be permanently closing its business effective June 30, 2016 or earlier.

Coincidentally, staff has discussed over the past several years switching our collection agency over to Waukesha County's internal collection agency. In 1994, Waukesha County created a separate division within the County dedicated strictly to the collection of outstanding County and municipal items. The County offers numerous methods of how it will attempt to collect outstanding debts including the very effective Tax Refund Intercept Program or TRIP as it is better known. The goal of Waukesha County's internal service fund is not to be a revenue generating subdivision of the county rather they focus on trying to break even. They charge a 28% commission currently on any items they collect. Our fee with Eagle Collection Agency was 33%. Waukesha County's percentage can decrease annually depending on how much their overall collections for the year were and if more municipalities join the program. As I mentioned, their goal is to break even and they consider this division a service to local municipalities.

Staff recommends the Village Board approve the contract with Waukesha County, Department of Administration Collection Division. Ambulance collections, from accounts after 1/1/2014, will still be done by Lifequest Ambulance Billing Company. All other items which need a collection agency would be sent to Waukesha County's Collection Division for attempts to collect.



**REQUEST FOR INFORMATION**

**PREPARED FOR:**

**The Village of Hartland**



**WAUKESHA COUNTY  
DEPARTMENT OF ADMINISTRATION  
COLLECTION DIVISION  
515 W. MORELAND BLVD., AC RM. 348  
WAUKESHA, WI 53188**

**APRIL 7, 2016**

**Prepared by Michele Gallun  
Senior Collections Specialist  
262-548-7063**

## FIRM EXPERIENCE

### **Andrew Thelke, Collections and Business Services Manager**

515 W. Moreland Blvd. Room 348

Waukesha, WI 53188

#### **Business Hours:**

The Division staff's normal business hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. In addition, staff also work 1-2 nights per week until 8:00 p.m. Staff is available by phone or in person during those hours.

Phone: 262-548-7876

Fax: 262-548-7856

E-Mail: [collections@waukeshacounty.gov](mailto:collections@waukeshacounty.gov)

#### **Overview**

The Waukesha County Collection Division was created at the recommendation of the County Executive's Office and approved by the Waukesha County Board of Supervisors effective January 1994, for the purpose of centralizing administration of collection of delinquent accounts owed to various Waukesha County departments.

The mission of the Waukesha County Collection Division is to coordinate and integrate an Internal Service fund operation as a provider of financially responsible centralized collection services to its users.

The Collection Division is responsible for administering, coordinating and directing efficient - cost effective collection of accounts referred to it for collection. The Collection Division serves as a channel of accountability for County-wide delinquent account collection activity. The Collection Division also accepts referrals from other governmental entities within the State of Wisconsin.

The Division consists of a Collections & Business Services Manager, 3 Senior Collections Specialists, 1 Collections Specialists and Administrative support and temporary staff. The Division is located within the Department of Administration. The Collections & Business Services Manager reports to the Director of Administration.

The Division itself has twenty years of experience with staff having over 100 years of combined collection experience covering all types of government, commercial and consumer collections. Our expertise in the area of governmental collections makes the Division uniquely qualified to handle any type of governmental related collection. We also are very knowledgeable about bankruptcy and litigation. The staff understands and recognizes the sensitivity of governmental collections.

Accounts are collected using a variety of means, including: collection letters, telephone collection calls, in-person interviews, state tax interception and wage assignments. Policies and procedures relative to the County's accounts receivable, including collection of delinquent accounts and NSF checks, are developed by the Collection Division. County agencies are provided assistance and consultation by the Collection Division on issues pertaining to potential revenue sources, billing, intake, credit extension and analysis of financial stability of prospective and ongoing vendors/suppliers. All recommendations for accounts receivable write-off are centralized within the Collection Division.

## FIRM EXPERIENCE CONTINUED

### *History*

In 1995, based on requests for collection assistance from Waukesha County municipalities, the Division extended use of its collection program in an effort to promote shared services and intergovernmental cooperation. While it is not the desire of the County to be in direct competition with private industry, there are a number of cases in which economies of scale can be achieved. In some situations, the same individual or business entity can owe multiple municipalities and-or counties. There are currently over 180,000 records in the Waukesha County Collection Division database; and on average, 20-40% of all new referrals can be linked to existing accounts being worked by the Collection Division. In addition, the County has a direct interest in collecting personal property taxes because as a taxing jurisdiction it participates in the charge-back. The Division's experience in the collection of these more unique and difficult types of public sector billings, and the additional resources and collection tools not available to the private sector, have proven beneficial to municipalities with the overall objective of cost savings being passed on to the taxpayers of Waukesha County.

Our compensation is completely performance based. Under no circumstances will there be a charge if there is not a collection. Our current fee is 28% of the amount collected. This is because we are structured as an internal service fund and our motive is not to generate profits but to share the costs of our operation across our customer base. As the number of users of our services continue to grow, our corresponding collections increase and the cost of our service will continue to decrease. Initially, when we began operation in 1993, our contingent fee was 40% of the amount collected, but due to increased usage of our service and a corresponding increase in collections, the fee was reduced to the current 28%.

## FIRM INSURANCE CARRIER

Waukesha County is insured with Wisconsin Municipal Mutual Insurance Company (WMMIC). WMMIC is licensed to do business in the state of Wisconsin and holds an A- rating by A.M.Best. The County maintains general liability insurance with limits of liability at \$5,000,000 per occurrence and \$15,000,000 annual aggregate and public officials errors and omissions insurance with limits of liability of \$5,000,000 per wrongful act and \$15,000,000 general aggregate. Evidence of our insurance can be obtained by accessing our insurance company website at [www.wmmic.com](http://www.wmmic.com) and clicking on the INFO plate. A certificate of insurance will be provided upon request.

## SAFE GUARD RULES

The Waukesha County Collections Division derives its legal authority from various chapters of the Wisconsin State Statutes and complies with all state and federal collection laws including, but not limited to the Federal Fair Debt Practices Act, the Gramm-Leach-Bliley Act, FERPA and the Federal Trade Commission's Red Flag Rules.

## SERVICES PROVIDED TO CLIENT

- Actual process of collection provided to Client includes, but is not limited to: collection letters, phone calls, promises to pay, payments, monitoring payments, dispute resolution, skip-tracing, interest and penalty calculation, asset searches, tax intercept, probate and bankruptcy filing.
- The Division acts as agent for Client to collect and receive all sums of money due or payable to Client for claims referred to the Division for collection.
- The Division will use its best efforts to collect amounts due Client permitted by law.
- The Division will maintain records of accounts referred and will keep Client updated as to the progress of the collection efforts through the following reports:
  - An Acknowledgment Report is available through the Ecliptics client-view application detailing the accounts referred to the Collection Division as a confirmation of receipt.
  - Monthly Collections/Billing Statement sent 45 days following the last day of the month in which payment/s were received.
  - The Collection Division's Quarterly Status/Inventory Report/Performance Report sent upon request.
  - The Collection Division's Cancellation/Uncollectible Report, which is sent out 45 days after the last day of the month the account was closed. This report will provide Client with the necessary information to perform their write-offs.

### *“Wisconsin Tax refund Intercept Program (TRIP)”*

In 1999 the Division established a relationship with the State of Wisconsin Department of Revenue under Wis. Stat. 71.935 to intercept income tax returns. There is no additional cost for this service as it is included in our base charge. Wisconsin Statute Section 66.0301 permits inter-governmental cooperation among municipalities and therefore provides the legal authority to provide collection services to and enter into collection agreements with municipalities.

### *“Description of latest skip tracing techniques”*

Skip-tracing techniques that will be employed by the Collector to locate the debtor’s current location and/or employment in the event a debtor has moved and left no forwarding address are:

1. An address trace and/or a credit bureau report may be utilized, which will list current and past employers, home addresses, telephone numbers, social security numbers and other creditors. With this information, the Collector is able to contact other creditors who may have more current information regarding the debtor, including employment and/or a home address for the debtor.
2. The Motor Vehicle Department, Wisconsin Circuit Court Access, Secretary of State, DWD, the Internet and various address and telephone directories are used to trace and locate the debtor.
3. The following County databases are accessed to locate updated information on the debtor:
  - a. County Jail database. If the debtor has an arrest record or has been incarcerated, information regarding debtor’s employment, social security number, home and work telephone numbers will be listed.
  - b. County Treasurer and Register of Deeds databases are used to find out ownership of the debtor’s listed address. The collector will then contact the owner of the property to see if they might have updated information as to the whereabouts of the debtor and/or his employment.
  - c. Civil and Small Claims Court databases to find out if any legal actions, including divorce or paternity suits, have been filed against the debtor. This provides the Collector with additional sources to contact in order to locate the debtor and his assets.

### *“Data processing system”*

**Cubs Consulting, Inc.** (CCI) was founded in 2000 as an alternative to vendor offerings for custom programming and technology enhancements to The Collector System®. This system, commonly referred to as the "**CUBS System**," is one of the most advanced enterprise scale software systems available for streamlining the management and processing of collection accounts and is widely used in many different industries.

**Ecliptics Client-view program** is a user-friendly system for our valued clients which will allow our customers to view their account information on-line, access monthly reports, convey payments and/or adjustments and submit referrals electronically for nearly immediate confirmation and collection activity.

## EVALUATING COLLECTION COSTS AND EFFECTIVENESS

It is more important to base your decision on the effectiveness (Recovery Percentage) of a firm rather than on which firm charges a lower collection rate. Following is an example that clearly illustrates this point:

A municipality has 160 delinquent accounts, each with a balance of \$250 for a total of \$10,000 in referrals. The municipality received the following bids from outside collection agencies/attorneys:

1. Firm 1 sends out letters at a cost of \$9.00/account.
2. Firm 2 sends out letters and makes some phone calls, but will not perform litigation. Their cost is 25% of the amount collected.
3. Firm 3 sends out letters and makes many phone calls, but will not perform litigation. Their cost is 40% of the amount collected.
4. Firm 4 sends out letters, makes many phone calls and will perform litigation. Their cost is 50% of the amount collected.

The municipality could not make a decision as to which firm to use, so they decided to refer 40 accounts to each firm. These are the results:

	<u>Fee for Recovery</u>	<u>Amt Collected % Recovery</u>	<u>Flat fee - % Cost to Collect</u>	<u>Net Recovery Rate Net Return to Client</u>
<b>Firm 1</b>	\$9.00/Acct.	\$1,000.00 10% (\$1,000/\$10,000)	\$ 360.00  (40 @ \$9.00each)	\$ 640.00 6.4% (\$640/\$10,000)
<b>Firm 2</b>	25%	\$1,500.00 15% (\$1,500/\$10,000)	\$ 375.00  (\$1,500 x 25%)	\$1,125.00 11.2% (\$1,125/\$10,000)
<b>Firm 3</b>	40%	\$2,000.00 20% (\$2,000/\$10,000)	\$ 800.00  (\$2,000 x 40%)	\$1,200.00 12% (\$1,200/\$10,000)
<b>Firm 4</b>	50%	\$3,000.00 30% (\$3,000/\$10,000)	\$1,500.00  (\$3,000 x 50%)	\$1,500.00 15% (\$1,500/\$10,000)

In the above example, Firm 1 had a Recovery Percentage of 10%, while Firm 4 had a 30% Recovery Percentage. Even though Firm 4's Fee for Recovery was 50%/dollar collected, its Net Return to the municipality was more than twice as much as Firm 1. The difference in the Net Return to the municipality was greatly affected by the dollars collected (Recovery Percentage).

Waukesha County customers experience this first hand when they place comparable accounts with two separate firms. We charge 28 cents/dollar collected and we usually, at minimum, have nearly twice the Net Return to our customers than their previous collection firm.

The bottom line consideration in evaluating collection results is your Net Recovery Percentage:

$$\frac{\text{The Amount Recovered less Cost of Collection}}{\text{Amount Placed for Collection}} = \text{Net Return to Client}$$

## CLIENT FEES AND CHARGES

### COMPENSATION/FEES/CHARGES

#### *“Contingent Fee”*

The Collection Division as an internal services fund distributes the cost of its services to its users. Included in the Collection Division's fees are all associated costs of collection, i.e., personnel, letters, telephone calls, tax intercept, credit reports, court filing fees, process service fees, etc. **Our fee is 100% performance based, if there is no collection, there is no charge.** Our current contingent fee is 28% of the amount collected. This contingent fee will never increase over 28%. Our motive is not to generate profits but to allocate the costs of our operation to users. If the number of users of our services increases, and our corresponding collections increase, the cost of our service is likely to decrease to our clients.

As an alternative option, current clients have opted to **pass the collection fee onto the debtor** through various methods. Some clients coordinate with their billing service to incorporate language on their billing statements and/or Signature form. This language references the collection fee or costs associated with the collection of the account is the patient's financial responsibility. We also have clients that have passed a Resolution amending their fee schedule to include the entire collection fee as the responsibility of the patient. Personal property taxes are excluded from these alternative options.

### COLLECTION AGENCY FEES

In the event that we have exhausted all of our collection efforts and our Client has approved forwarding the account to a collection agency, we will also be responsible for all payments to the collection agency.

### TAX INTERCEPT FEES

All tax intercept costs are paid by the Division and included in our contingent fee.

### REMITTANCE/BILLING OPTIONS

**Net** - Under the net method the monthly check we remit to you is the net of the amounts collected after deducting our contingent fee. For example: If we collected \$1,000 from referred accounts in a month we would send you a check for \$720 (\$1,000 less our contingent fee of \$280).

## CLIENT REFERRAL PROCEDURE

Upon receipt of the referred account through the Ecliptics Client-view program, the account is uploaded into the automated collection system and the following occurs:

- A. **An Acknowledgment Report** is available on-line as confirmation which details the account information of the referred debts to the Collection Division.
- B. **A series of collection letters** are mailed to the debtor during the first 45 days of assignment to encourage immediate contact or payment in full. The first initial placement letter is generated within 1 day of entry of the referral, the second is generated 30 days after the initial placement letter, and the final 72 hour demand letter is sent 11 days thereafter.

**Account assigned to a Collection Specialist** after 30 days from the date of assignment. The Collector will apply a more focused and hands on concentrated effort to amicably resolve the account. The Collector's main objective is full collection of the account according to the policies set forth by the Division using the most efficient means possible. Our Client is asked to provide the Division with the following account information for each referral.

A. The following information is required for each account referred:

- 1. A copy of the documentation supporting the debt, judgment or citation.
- 2. Debtor's name, last known address, telephone number(s)
- 3. Amount due, date of offense and date of disposition.

B. The following account information should be included with a referral if available:

- 1. Social security number
- 2. Date of birth
- 3. Employer, including address and telephone numbers
- 4. References, or other contacts
- 5. Any other applicable information that may be helpful in the collection process

The more information provided to the Division, the more efficient, effective and cost saving the collection procedure will be.

***"Process/experience agency has charging collection fees to debtors"***

The Waukesha County Collection Division currently services clients for ambulance fees where our collection charge is added to the debtor's account thus resulting in a 75% upper range recovery rate.

## RED FLAG RULE

TITLE:

**IDENTITY THEFT PREVENTION PROGRAM**

EFFECTIVE DATE:

**April 28, 2009**

### **Purpose**

To establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with the Federal Trade Commission's Red Flags Rule (Part 681 of Title 16 of the Code of Federal Regulations) implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

Under the Red Flag Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

### **Definitions**

*Identifying information* means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

*Identity theft* means fraud committed or attempted using the identifying information of another person without authority.

*A covered account* means:

1. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include those where the County provides a service to its citizen and collect the payment at a later date, and;
2. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.

*A red flag* means a pattern, practice or specific activity that indicates the possible existence of identity theft.

## RED FLAG RULE CONTINUED

### Policy

A. **IDENTIFICATION OF RED FLAGS.** The Waukesha County Collection Division identifies the following red flags, in each of the listed categories:

1. Suspicious Documents

- i. Identification document or card that appears to be forged, altered or inauthentic;
- ii. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
- iii. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
- iv. Application for service that appears to have been altered or forged.

2. Suspicious Personal Identifying Information

- i. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
- ii. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
- iii. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- iv. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- v. Social security number presented that is the same as one given by another customer;
- vi. An address or phone number presented that is the same as that of another person;
- vii. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- viii. A person's identifying information is not consistent with the information that is on file for the customer.

3. Suspicious Account Activity or Unusual Use of Account

- i. Change of address for an account followed by a request to change the account holder's name;
- ii. Payments stop on an otherwise consistently up-to-date account;
- iii. Account used in a way that is not consistent with prior use (example: very high activity);
- iv. Mail sent to the account holder is repeatedly returned as undeliverable;
- v. Notice to the Waukesha County Collection Division that a customer is not receiving mail sent by the Waukesha County Collection Division;
- vi. Notice to the Waukesha County Collection Division that an account has unauthorized activity;
- vii. Breach in the Waukesha County Collection Division's computer system security; and
- viii. Unauthorized access to or use of customer account information.

## RED FLAG RULE CONTINUED

4. Alerts from Others
  - i. Notice to the Waukesha County Collection Division from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

### B. DETECTING RED FLAGS.

1. **New Accounts.** In order to detect any of the Red Flags identified above associated with the forwarding of a new referral account, Waukesha County Collection Division personnel will take the following steps to obtain and verify the identity of the person (herein referred to as “debtor”) whom is the financial and legal responsible party listed on the Client’s referral:
  - i. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
  - ii. Verify the debtor’s identity (for instance, review a driver's license or other identification card).
2. **Existing Accounts.** In order to detect any of the Red Flags identified above for an existing account, Waukesha County Collection Division personnel will take the following steps to monitor transactions with an account:
  - i. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
  - ii. Verify the validity of requests to change billing addresses; and
  - iii. Verify changes in banking information given for billing and payment purposes.

### C. PREVENTING AND MITIGATING IDENTITY THEFT.

In the event Waukesha County Collection Division personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. **Prevent and Mitigate**
  - i. Continue to monitor an account for evidence of Identity Theft;
  - ii. Contact the debtor and/or Client;
  - iii. Document appropriate findings in CUBS on debtor’s account;
  - iv. Do not enter a new referral from same Client without verifying information;
  - v. Discontinue collection efforts upon verification of fraudulent activity;
  - vi. Notify the Waukesha County Collection Division Manager for determination of the appropriate step(s) to take;
  - vii. Notify law enforcement; and/or
  - viii. Determine that no response is warranted under the particular circumstances.

## RED FLAG RULE CONTINUED

### 2. **Protect customer identifying information**

- i. In order to further prevent the likelihood of identity theft occurring with respect to Waukesha County Collection Division accounts, the Waukesha County Collection Division will take the following steps with respect to its internal operating procedures to protect customer identifying information:
- ii. Ensure that its website is secure or provide clear notice that the website is not secure;
- iii. Ensure complete and secure destruction of paper documents and computer files containing customer information;
- iv. Ensure that office computers are password protected and that computer screens lock after a set period of time;
- v. Keep offices locked and inaccessible to the public or customers;
- vi. Ensure computer virus protection is up to date; and
- vii. Require and keep the kinds of client and/or debtor information that are necessary until the records are destroyed according to the policy of Records Management Detention.

**D. PROGRAM UPDATES.** This Program will be periodically reviewed and updated to reflect changes in risks to the clients and debtor's and the soundness of the Waukesha County Collection Division from Identity Theft. The Waukesha County Collection Division Manager will consider the Waukesha County Collection Division's experiences with Identity Theft situation, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the Waukesha County Collection Division maintains and changes in the Waukesha County Collection Division's business arrangements with other entities. After considering these factors, the Waukesha County Collection Division Manager will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Waukesha County Collection Division Manager will implement the program changes.

### **E. PROGRAM ADMINISTRATION**

1. **Oversight.** Responsibility for developing, implementing and updating this Program lies with the Waukesha County Collection Division Manager. The Waukesha County Collection Division Manager will be responsible for the Program administration, for ensuring appropriate training of Waukesha County Collection Division staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.
2. **Staff Training and Reports.** Waukesha County Collection Division staff responsible for implementing the Program shall be trained either by or under the direction of the Waukesha County Collection Division Manager or Senior Collections Specialists in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. Waukesha County Collection Division staff is required to provide reports to the Program Administrator on incidents of Identity Theft, the Waukesha County Collection Division's compliance with the Program and the effectiveness of the Program.

## RED FLAG RULE CONTINUED

- 3. Specific Program Elements and Confidentiality.** For the effectiveness of Identity Theft prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the Waukesha County Collection Division's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices are to be limited to the Identity Theft Committee and those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the Program's general red flag detection, implementation and prevention practices are listed in this document.

### **Authority & Revisions**

This policy is enacted immediately upon approval of the Waukesha County Board meeting scheduled for April 28, 2009. Revisions to this policy shall only be enacted when approved by the Waukesha County Board and reflected in the applicable meeting minutes. This policy shall be reviewed at least biennially by the Waukesha County Collection Division Manager with presentations after each review to the Finance Committee.

## SUMMARY

The Waukesha County Collection Division's mission is to:

1. Provide financially responsible centralized collection services to its customers.
2. Generate savings to taxpayers by ensuring that all dollars owed are collected in the timeliest, most efficient and cost-effective manner possible in compliance with all laws, rules and regulations.
3. Strive toward a fair and equitable balance between parties who received goods and services and taxpayers who bear the cost/burden of unpaid goods and services.

While it is not the desire of the County to be in direct competition with private industry, it is felt that The Division's experience in the collection of these more unique and difficult types of public sector billings has proven beneficial to municipalities with the overall objective of cost savings being passed on to the taxpayers of Waukesha County. The Division's costs are completely performance based and promote inter-governmental cooperation and savings to taxpayers.

Waukesha County Collection Division has the staff, knowledge, resources, experience and proven track record to provide exceptional service and results in collecting on the Client's behalf. Clients served by the Division continue to increase each year. Our customers' satisfaction is evidenced by our high percentage of success in retaining our customers.

## DELINQUENT ACCOUNT COLLECTION SERVICES AGREEMENT

This contractual agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Hartland hereinafter referred to as "Purchaser" and Waukesha County, hereinafter referred to as "Provider."

### WHEREAS:

- A. Section 66.0301 Wisconsin Statutes permits inter-governmental cooperation among municipalities, and
- B. Provider represents it has legal authority to provide collection services and to enter into collection contracts with municipalities, and
- C. Provider has established a Collection Division within the Department of Administration for the purpose of collecting delinquent obligations due the County, and
- D. Provider has agreed to offer the services supplied by the Collection Division to other units of government within the State of Wisconsin, and
- E. Purchaser desires Provider to undertake collection of Purchaser's delinquent personal property taxes, accounts receivable and other evidences of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements hereinafter set forth, Purchaser and Provider agree as follows:

### 1. SERVICES PROVIDED

- a. Purchaser designates Provider as its agent to collect and receive all sums of money due or payable to Purchaser for accounts which Purchaser refers to Provider for collection.
- b. Provider shall accept accounts placed for collection by Purchaser. Provider will use its best efforts to collect said amounts due Purchaser. Provider will use only ordinary and reasonable collection efforts as permitted by law.
- c. Purchaser and Provider define Actual Process of Collection to include, but not limited to, collection letters, phone calls, accepting promises to pay, payments, dispute resolution, skip-tracing, interest and penalty calculation, asset searches.
- d. Provider shall have the authority to receive payment in cash, check or money order and shall have authority to endorse checks, drafts, money orders and other negotiable instruments, which may be received in payment on behalf of the Purchaser. Provider shall have authority to certify to the Department of Revenue on behalf of the Purchaser accounts placed for collection by Purchaser so as to intercept state tax refunds to be applied in payment of those accounts.
- e. Purchaser shall supply Provider with notification of payments made directly to Purchaser on accounts assigned to Provider. Purchaser shall pay the collection fee on these amounts.

- f. Provider agrees to provide Purchaser with justification for accounts cancelled or returned as uncollectable.
- g. Purchaser will notify Provider of bankruptcy notices received on accounts referred for collection. Provider is authorized to file bankruptcy claims on behalf of the Purchaser when Provider receives supporting copies of the bankruptcy documentation within the allowed filing period and within a reasonable amount of time. The Provider is not responsible for any missed bankruptcy filing deadlines. In the event that any legal action is required after the filing of a claim, it shall be the responsibility of the Purchaser to obtain legal counsel and pursue such legal action. Purchaser will notify Provider in the event Purchaser files a bankruptcy claim on an account that Purchaser referred to Provider for collection.
- h. Provider will not provide legal advice or services for Purchaser. If an account is deemed uncollectable through standard collection practices by the Provider, the Provider can cancel the account and return it to the Purchaser for litigation.

## **2. APPLICATION OF PAYMENTS RECEIVED FROM ASSIGNED ACCOUNTS**

Provider will be responsible for applying payments to accounts referred for collection. Payments will be applied to referred account balances according to the following hierarchy:

1. Collection fees; if Purchaser requests these be recovered from the party assigned for collection.
2. Accrued interest and/or penalty as allowed by Statute and
3. The principal amount of the debt.
4. Any additional charges added by the Purchaser.

## **3. FEE FOR SERVICES AND PAYMENT**

Provider will remit all monies received on a net basis to Purchaser in the form of a check within 45 (forty-five) days following the last day of the month in which payment(s) were received. Provider will also provide a copy of the monthly collections detail and monthly service fee summary. The collection fee is 28% on all amounts collected. For purposes of the proportionate distribution of collected delinquent personal property taxes under 74.42(2), Stats, which were charged back under 74.42(1), Stats, the 28% collection fee shall be the cost of collecting those taxes.

## **4. RECORDS/REPORTING**

- a. Provider shall maintain records of accounts referred to it for collection. For personal property tax collection referrals, Provider is responsible for calculating interest and penalty as allowed by Wis. Stat. Sec. 74.47.

b. Provider will provide the following reports to Purchaser:

1. Acknowledgment Report - At the time an account is received for assignment by Provider from Purchaser.
2. Monthly Collections/Billing Statement - 45 (forty-five) days following the last day of the month in which payment(s) were received.
3. Status/Inventory Report on Assigned Accounts - 15 (fifteen) days following Purchaser request.
4. Cancellation/Uncollectable Report - 45 (forty-five) days following the last day of the month the account was cancelled.

**5. SETTLEMENTS**

No offer of compromise or settlement will be accepted by the Provider on any referred account without the express written authorization of the Purchaser. The Provider is not, however, prevented from accepting partial or installment payments on an account.

**6. INDEMNIFICATION AND DEFENSE OF SUITS**

Each party agrees that it shall indemnify the other party against any loss or liability incurred by the other party in connection with the event or activity under this contract, however, it is expressly understood and agreed that the liability of each party, its employees and agents on any claims brought by the other party, its employees and agents, whether for contribution, indemnification or otherwise, shall not exceed and are governed by the provisions of Wisconsin Statute, Chapter 893, including the limit on the amount recoverable.

**7. INSURANCE**

The County agrees to provide the VILLAGE OF HARTLAND a certificate of Insurance evidencing the County's general liability coverage for a minimum of \$1,000,000 per occurrence within 30 days of a written request. Should any insurance policy be canceled before the expiration date of this Agreement, the issuing company must provide ten (10) days written notice to the VILLAGE OF HARTLAND. A company licensed to do business in the state of Wisconsin or signed by an agent licensed by the state of Wisconsin must issue the insurance certificate. Failure to submit an insurance certificate can make this Agreement voidable at the VILLAGE OF HARTLAND's discretion.

**8. AMENDMENT**

This agreement may be amended only upon mutual agreement of Purchaser and Provider which is reduced to writing.

**9. TERM OF AGREEMENT**

The term of this agreement will be one year from "insert date of contract". This agreement will automatically renew for successive one-year periods unless one of the parties gives written notice of termination or the agreement is amended at least 30 (thirty) days prior to the next renewal.

**10. CANCELLATION**

1. This agreement may be cancelled for any reason by either party upon 30 (thirty) days advance written notification. Upon cancellation, each term of the contract shall continue to apply to any and all accounts that remain with provider. In the event of cancellation Provider will cancel and return accounts except that Provider will be entitled to retain an account and earn fees for collection on such account if:

- a. There has been a payment received on account within 60 (sixty) days preceding receipt of cancellation, or
- b. Provider has a documented promise of payment on a debtor account prior to receipt of notice of cancellation.

Accounts retained will be cancelled and returned following:

- a. Payment in full, or
- b. A period of 60 (sixty) days without receipt of a payment.

**11. ENTIRE AGREEMENT**

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

**IN WITNESS WHEREOF**, the parties have affixed their signatures below on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**VILLAGE OF HARTLAND**

**WAUKESHA COUNTY**

by: \_\_\_\_\_  
(Signature of authorized official and title)

by: \_\_\_\_\_  
**Andrew Thelke**  
**Collections and Business Services Manager**

\_\_\_\_\_  
\_\_\_\_\_  
(Address of organization)

## MEMO

**TO:** David E. Cox, Village Administrator  
**FROM:** Michael Einweck, Director of Public Works  
**DATE:** April 7, 2016  
**SUBJECT:** Agreement with Arrowhead Union High School Lacrosse  
Regarding Use of Centennial Football Field

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Attached for your consideration is an agreement with Arrowhead Union High School (AHS) to use the Centennial Park football field for games and practices for the AHS Lacrosse team. AHS will perform all field marking and provide the field equipment as needed for their use. The Village will provide the standard field maintenance, restroom facilities and refuse/recycling collection during the season. AHS will be responsible to repair any damage caused to the field because of their use. In addition, both parties agree to explore the potential of installing a synthetic field turf at a later date with the goal of providing a field for multiple sports use.

This agreement was reviewed and approved by the Park and Recreation Board at their April meeting with the added requirement that the temporary fence post supports are to be removed at the end of the season and the grass area restored.

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

Attachment

cc: Darlene Igl, Village Clerk  
Michael Gerszewski, DPW Operations Supervisor  
Dave Jambretz, DPW Foreman

## Village of Hartland/Arrowhead Union High School Centennial Park Use Agreement

**WHEREAS**, the Village of Hartland (hereinafter "Village") owns and maintains a public park and football field in Centennial Park in the Village; and

**WHEREAS**, Arrowhead Union High School (hereinafter "AHS") desires to use said field for certain games and practices for the AHS Lacrosse team,

**WHEREAS**, the Village of Hartland Park and Recreation Board and Village Board have reviewed the proposed use and desire to allow the use as described herein.

### **NOW THEREFORE, THE VILLAGE AND AHS HEREBY AGREE AS FOLLOWS:**

1. AHS will apply for the use of the football field for the spring season of Lacrosse (April through early June) by way of a Village provided Athletic Facility Reservation Form.
  2. AHS is intending the use of the football field for practices and games of the boys team(s) and occasional, overflow use by the girls team(s).
  3. Use of score board and press box for games is to be coordinated with the Lake Country Chiefs who own these items.
  4. The Village will provide standard field maintenance as necessary including watering, weed/pest control, and cutting.
  5. Village agrees to a cut length of 2½ - 3 inches during the season. Standard cutting frequency is weekly.
  6. Village will provide refuse/recycling collection.
  7. Village will provide restroom maintenance and cleaning
  8. AHS will adhere to the Village Field Use Guidelines.
  9. AHS will perform any and all required or desired field marking/painting.
  10. AHS will provide field equipment including, but not limited to, goals and other equipment necessary for practice or games.
  11. AHS will clean area after each use and deposit trash/recyclable items into collection containers.
  12. AHS will repair any damage done to the field as a result of practice or game play including, but not limited to repair or maintenance of the area around the goals or elsewhere, as necessary during the season. Explicitly, AHS will repair any damage done to the field as a result of
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## Village of Hartland/Arrowhead Union High School Centennial Park Use Agreement

practice or game play at the end of the season with a proper sod installation and maintenance of sod (watering, etc.) until it is established.

13. AHS and Village will coordinate and agree on field use and cancellations due to weather or field conditions.
14. AHS and Village agree to explore the installation of a synthetic turf surface and other improvements at this field with the ultimate goal of utilizing the field for multiple sports including, but possibly not limited to, high school lacrosse and field hockey as well as football at lower levels and other public uses.
15. The fee to use the football field is \$70.00 per use. This includes games and practices. AHS will pay the full amount for the intended use of the football field prior to any use.
16. Neither AHS nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
17. AHS will be allowed to store hand tools and goals at the Park provided they are secured in an agreeable location. The paint and field painter items will need to be brought in for each use.
18. This Agreement is for a period of one year from the date hereof, at the end of that period, the agreement will automatically renew for an additional one-year term unless cancelled by action of either party by November 30 of a given year for the subsequent term. The Agreement will be reviewed annually by the Village Park and Recreation Board based on input from the Village Staff and the AHS at its November meeting.
19. If the agreement is terminated, AHS, at their sole expense, shall remove all of their equipment and restore all Village property to its condition prior to installation of these items (see Paragraph 12). AHS may, with the Village Park and Recreation Board approval, donate these items to the Village.
20. In connection with the use and areas and facilities to be used pursuant to this Agreement, each of the parties shall be responsible for the acts and omissions of their respective officers, employees and agents giving rise to any liability, claims, demands, legal actions or suits, fines, costs and related expenses of any kind in connection with any damage, injury or death to person or damage or injury to property.
21. Nothing in this Agreement shall be construed to make the agent(s) of one party the agent(s) of the other.

Village of Hartland/Arrowhead Union High School  
Centennial Park Use Agreement

22. Nothing contained within this agreement is intended to be a waiver or estoppels of the Village or AHS or their respective insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.475 through 895.62 and 345.05
23. AHS will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below:
  - A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as "additional insured" along with the appropriate endorsement pages.
  - B. Comprehensive Professional Liability Insurance in an amount of a least \$500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land is recommended, but not required. The policy should include the Village and its agents, officers and employees as "additional insured".
24. The Village will bill AHS if clean-up is required after a use or if the field restoration is not completed by July 1 of each year. The Village would charge the current labor rate plus 50% for fringe benefits and any material costs or contractor costs in addition to a 3% administrative charge for billing purposes.
25. Neither AHS nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
26. AHS shall indemnify, defend and hold harmless the Village of Hartland and its elected officials, board members and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by Village as a result of AHS use of the property or AHS items used on property. A certificate of insurance shall be provided to the Village at the beginning of each year.

Dated this 8<sup>th</sup> day of March 2016.

[SIGNATURES FOLLOW]

Village of Hartland/Arrowhead Union High School  
Centennial Park Use Agreement

**Village of Hartland**

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

ATTEST

\_\_\_\_\_  
Darlene Igl, Village Clerk

**Arrowhead Union High School**

By: *Laura Myrah* 3/8/16  
Printed Name: Laura Myrah  
Title: Superintendent

ATTEST

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# KIWANIS

GREATER HARTLAND AREA KIWANIS CLUB  
P.O. Box 444  
HARTLAND, WI 53029



April 8, 2016

Mike Einweck, Public Works Director  
Village of Hartland  
210 Cottonwood Ave  
Hartland WI 53029

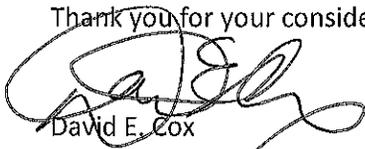
Dear Mike,

As you will recall, the Kiwanis Club of Greater Hartland performed a riverbank clean up on the Bark River between Park Avenue and Haight Drive last year. The project included clearing of invasive vegetation, removal of overgrowth, removal of trash and herbicidal treatment of cut stumps for invasive plants on the west side of the river from the property on the south side of Park Avenue (adjacent to Park Avenue) to Haight Drive and the east side of the river at the Legion property. The Village was kind enough to remove the accumulated material from the piles we created and haul it to the Village's Public Works yard for disposal.

We have scheduled a similar project to improve the appearance of the river in the downtown. On Saturday, April 30, 2016, the Kiwanis will perform the same services on the properties between Haight Drive and E. Capitol Drive. While these consist of private properties, the organization believes that the impact on the street's appearance will be undeniable and that the overall atmosphere of the downtown will be enhanced. As such, the Kiwanis again ask the Village for its support of this community service project by, once again, providing for the hauling and disposal of the vegetative material we removed from the riverbank in this area.

If the Village is willing to facilitate this project by hauling the material, the Club will stack or prepare it in coordination with you or the proper members of the Department. As a reminder, the Kiwanis and its volunteers are fully insured by Kiwanis International for this project. Please contact me with any concerns or questions you may have.

Thank you for your consideration,



David E. Cox  
President, Kiwanis of Greater Hartland

**EASEMENT**

DOCUMENT NO.:

**GRANT OF EASEMENT**

This Grant of Easement is made this \_\_\_\_\_ day of April, 2016, by Hartland Station, LLC, a Wisconsin limited liability company ("Depot").

**RECITALS**

WHEREAS: Depot is the owner of the real estate described as:

Parcel One (1), Certified Survey Map No. 9668 recorded in Volume 89 of Certified Survey Maps of Waukesha County, Wisconsin, Page 92, as Document Number 3099006, on November 17, 2003, in the Village of Hartland, Waukesha County, Wisconsin." ("the Property").

Return to:  
David Cox, Village Admin.  
210 Cottonwood Ave  
Hartland WI 53029

HAV 0729931001  
Parcel Identification Number(s) (PIN)

WHEREAS: Previously, Depot submitted to the Village of Hartland ("Hartland") various plans for improvements to the Property, which plans are generally referred to as the Hartland Train Station plan set ("Project Plans").

WHEREAS: Hartland is the holder of certain easement rights over a portion of the Property for underground storm sewer purposes.

WHEREAS: A portion of the Hartland storm sewer is installed upon portions of the Property for which no grant of easement exists.

WHEREAS: Based on previous discussions, it is the desire of Depot and Hartland to restate and set forth the easement rights of Hartland over and upon the Property, which discussions were part of the previous approval process of the Project Plans.

NOW, THEREFORE, in consideration and as a condition of the approval of the Project Plans for the Property, Depot, for itself, its successors and assigns, hereby grants to Hartland the following easement rights subject to the terms and conditions set forth herein.

1. Depot does hereby grant and convey unto Hartland, its successors and assigns, a permanent, perpetual, nonexclusive storm sewer easement with the right to erect, construct, install and lay, thereafter use, operate, inspect, repair, maintain, replace, reconstruct, and remove an underground municipal storm sewer and necessary appurtenances thereto, to be owned and operated by Hartland across and through the land of Depot being approximately ten feet (10')

offset from the center of the storm sewer as exists on the date of this Grant of Easement, said "Easement Area" being more particularly described in Exhibit A attached hereto.

2. The Depot reserves the right to use the Easement Area for any purposes that will not unreasonably interfere with Hartland's enjoyment of the easement rights granted in this document. Without limiting Depot's right to otherwise improve or utilize the Easement Area, Depot specifically reserves and Hartland's easement shall be subject to Depot's right to maintain current and construct future building improvements generally referred to as roof overhangs or porches ("Improvements"), within the Easement Area. Hartland shall undertake all reasonable efforts to protect any such improvements within the Easement Area from damage, destruction, or removal in the event of Hartland undertaking necessary repairs or reconstruction of the storm sewer within the Easement Area.

3. Provided Hartland shall have exercised reasonable efforts to protect the Improvements within the Easement Area from damage, destruction, or removal in the event of Hartland undertaking necessary repairs or reconstruction of the storm sewer within the Easement Area, Hartland shall not be liable to Depot for any damage to or cost of repair or replacement of the Improvements.

4. Unless otherwise agreed to by Depot in advance and in writing, any storm sewer improvements installed by Hartland pursuant to this agreement shall be located wholly underground. Hartland shall promptly restore the surface of the Easement Area and any other real property disturbed by Hartland as reasonably necessary, to the condition existing prior to disturbance by Hartland, whether such disturbance results from any initial construction or installation of storm sewer improvements or any subsequent use, operation, inspection, repair, maintenance, replacement and/or removal of such improvements. Hartland's restoration obligations shall include restoration of all pavement and landscaping.

5. All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Depot and Hartland and their respective successors and assigns. Hartland acknowledges that Depot may assign its rights and obligations under this agreement to any third party, including, without limitation, by dedicating the Property or the Easement Area to any governmental entity.

6. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

7. This agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this agreement and duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

8. Hartland covenants to maintain all storm sewer improvements installed pursuant to this agreement in good condition and repair and in compliance with all applicable laws, codes, ordinances and regulations so that no damage shall result from the use of the Easement Area.

IN WITNESS WHEREOF, Depot has executed this Grant of Easement on the day and date first above written.

[SIGNATURES FOLLOW]

**Depot:**

**Hartland Station, LLC**

a Wisconsin limited liability company,

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BY: Chris Miller, its member

IN WITNESS WHEREOF, the Village of Hartland has accepted this Grant of Easement subject to the terms and conditions set forth herein on the \_\_\_\_ day of April, 2016.

**Village of Hartland**

a Wisconsin municipal corporation,

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BY: David Lamerand, its president

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ATTEST: Darlene Igl, its clerk

This document originally drafted by:  
Attorney Dean B. Richards  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2265  
Waukesha, WI 53187-2265

[NOTARY STATEMENTS FOLLOW]

STATE OF WISCONSIN )

) ss.

WAUKESHA COUNTY )

Personally came before me this \_\_\_\_\_ day of April, 2016, the above named Chris Miller, as member of Hartland Station, LLC, to me known to be the person who has executed the foregoing document and acknowledged the same.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

STATE OF WISCONSIN )

) ss.

WAUKESHA COUNTY )

Personally came before me this \_\_\_\_\_ day of April, 2016, the above named David Lamerand and Darlene Igl, as President and Clerk respectively of the Village of Hartland, to me known to be the persons who have executed the foregoing document and acknowledged the same.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin

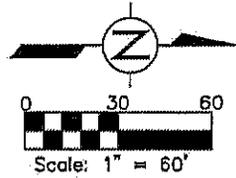
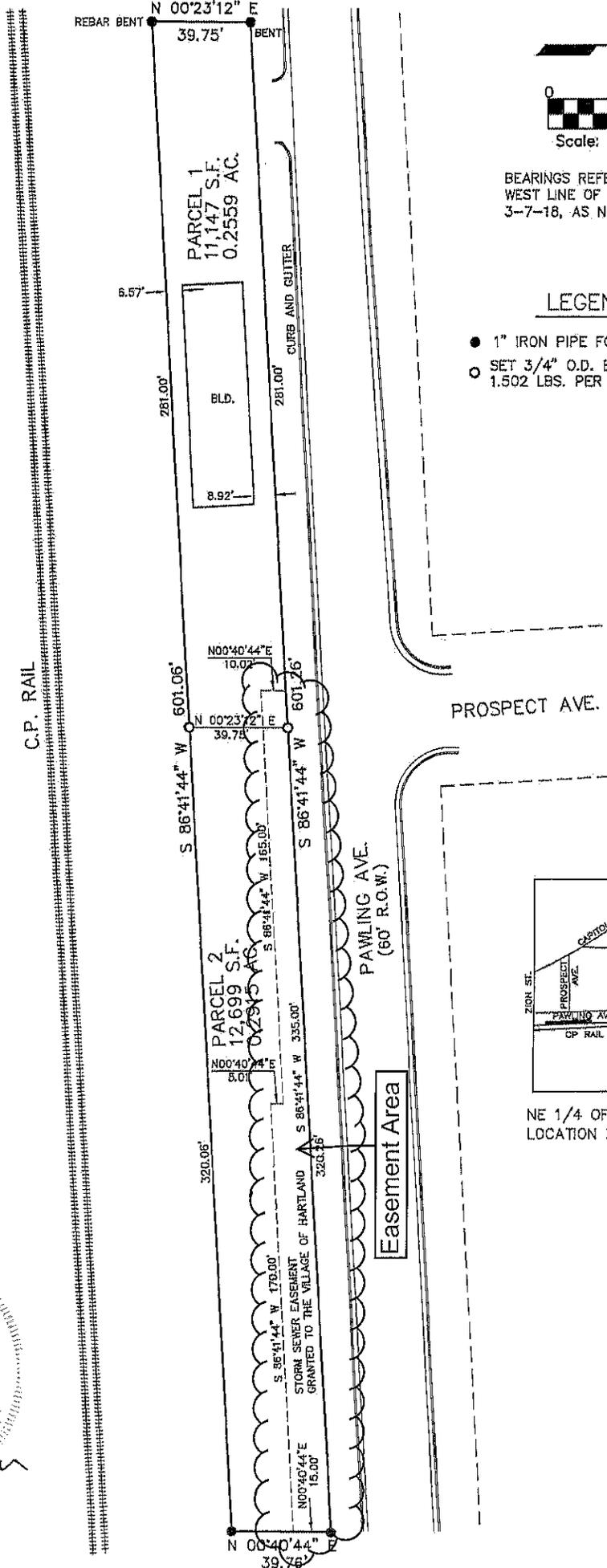
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF EASEMENT AREA

Over and across a part of Parcel 1 of C.S.M. No. 9668, located in the NE 1/4 of Section 3, T7N, R18E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows; Commencing at the NW corner of said Parcel 1; thence N86°41'44"E, along the North line of said Parcel 1, 98.20 feet to the point of beginning of the hereinafter described easement, thence continuing along said North line, N86°41'44"E, 168.06 feet to a point; thence S00°40'44"W, 7.89 feet to a point; thence S89°23'09"W, 167.70 feet to the place of beginning.

LOT 1, C.S.M 9116

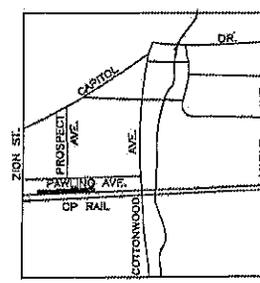


BEARINGS REFERENCED TO THE WEST LINE OF THE NE 1/4 OF 3-7-18, AS N00°23'12"E.

**LEGEND**

- 1" IRON PIPE FOUND (UNLESS N
- SET 3/4" O.D. BY 18" REBAR W. 1.502 LBS. PER LINEAL FOOT

CSM EXCERPT



NE 1/4 OF SECTION 3-7- LOCATION MAP (N.T.S.)

Handwritten signature: *Mayer*

**PLANNED UNIT DEVELOPMENT**  
**AND**  
**TAX INCREMENTAL DISTRICT AGREEMENT**  
**AMENDMENT NO. 1**  
**DATED: APRIL 1, 2016**

This Planned Unit Development and Tax Incremental District Agreement Amendment No. 1 dated April 1, 2016 ("Amendment No. 1") is entered into as of April 1, 2016 by and between the Village of Hartland ("Village") and Hartland Riverwalk, LLC ("Developer").

**RECITALS**

A. The Village and Developer entered into that certain Planned Unit Development and Tax Incremental District Agreement effective July 14, 2015 ("Agreement"). A copy of the Agreement is attached as Exhibit A.

B. The Village and Developer have determined that certain modifications to the Agreement are appropriate in light of present circumstances and wish to set forth those modifications in this Amendment No.1.

NOW, THEREFORE, the Village and Developer in consideration of the Terms and Conditions contained in the Agreement, this Amendment No. 1 and for other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Section 3.1 (a) shall be amended and restated in its entirety as follows:

**3.1**

(a) The Developer shall commence: (i) the demolition of the existing commercial building on the Real Estate not later than November 15, 2015, and (ii) Village and Developer acknowledge the construction of improvements on the Real Estate commenced prior to December 1, 2015. Upon commencement of such work, the Developer shall proceed to the full completion of all of the Developer Obligations with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 18.3 below. The following elements of the Developer Obligations related to the Project shall be completed substantially in accordance with the Final Plans, this Agreement and all applicable building and zoning codes and ordinances on or before the following dates:

Erosion control measures and construction fencing	Prior to commencement of the work on the Real Estate-Achieved
Building demolition and site preparation for construction	December 31, 2015 Achieved
All utility installations and relocations Including the Water Main Loop referenced in Section 3.1(i)	September 1, 2016
Foundations and, as applicable, building slabs and basements	May 15, 2016 Subject to AT&T and WE Energies Utility Relocation (This is not a Developer responsibility)
Exterior completion of the building referenced at Section 3.1(c)	December 31, 2016
Exterior completion of Building #1 referenced at Section 3.1(d)	June 1, 2017
Exterior completion of Building #2 referenced at Section 3.1(d)	December 31, 2016
Parking lots and stalls referenced in Section 3.1(e)	November 30, 2016
All site landscaping as referenced in Section 3.1(f) and restoration	June 1, 2017
Occupancy permits issued for the building referenced at Section 3.1(c)	December 31, 2016
Occupancy permits issued for Building #1 referenced at Section 3.1(d)	June 1, 2017
Occupancy permits issued for Building #2 referenced at Section 3.1(d)	November 30, 2016
Completion of the Walkways referenced in Section 3.1(g)	December 31, 2016

Section 3.1 (e) shall be amended and restated in its entirety and provide as follows:

(e) The Developer shall construct private parking on the Real Estate to service the Project. As a conditional use under Section 46-494 (1) of the Hartland Code of Ordinances, the Developer agrees to provide, at a minimum, one hundred thirty-three (133) parking stalls (seventy-four (74) parking stalls beneath the two residential buildings and fifty-nine (59) surface parking stalls) in the locations shown on Schedule 3.1(e) attached to the Agreement and to reasonably cooperate in good faith with the Village and the owner of the property adjacent to the Real Estate on the west which is generally known as 148 and 160 East Capitol Drive with tax identification numbers HAV0729001 and HAV0729002 ("**Adjoining Parcel**") in the development of additional joint parking and cross access rights to be shared on the Real Estate and the Adjoining Parcel (collectively, "**Parking and Access Agreements**"). The Village shall make reasonable good faith efforts to facilitate the negotiation, execution and delivery of such agreements as are deemed reasonably necessary and appropriate to implement the Parking and Access Agreements on or before November 30, 2016. The Parking and Access Agreements shall be subject to the approval of the Village, the Developer and the owner of the Adjoining Parcel and such approval shall not be unreasonably withheld, conditioned or delayed by the Village or the Developer. The Developer agrees to incur reasonable costs associated with implementation of the Parking and Access Agreements including, but not limited to, construction, reconstruction and maintenance costs associated with such implementation. The Village may, in its sole discretion, elect to participate in the maintenance costs under the Parking and Access Agreements; however, the Village shall have no obligation to incur such costs.

Section 3.1 (f) shall be amended such that "November 1, 2016" shall be replaced with "June 1, 2017."

Section 4.1 (a) and (b) shall be amended and provide as follows:

(a) Subject to the conditions set forth in Village Resolution No. 12-22-14-01 (the "**Oak Street Vacation Resolution**"), namely, the final approval of the CSM by the Village, the Village shall record a certified copy of the Oak Street Vacation Resolution with the Waukesha County Register of Deeds to evidence the vacation of the portion of the Oak Street right-of-way shown on Schedule 4.1(a), attached to the Agreement. The Oak Street Vacation Resolution was so recorded on November 19, 2015.

(b) Within twenty (20) days of the Village's receipt of a compliant application, as that phrase is hereinafter defined, for a foundation permit for the construction of buildings on the Real Estate, the Village agrees to convey the real property described in Exhibit C and all improvements thereon (collectively, the "**Village Property**") to the Developer. A "compliant application" is an application for a foundation permit that is deemed, by the Village Building and Zoning Official, to be complete and in compliance with applicable Village ordinances. The conveyance of the Village Property to the Developer shall be subject to the following terms and conditions:

(i) The Village Property shall be conveyed by special warranty deed in the form attached hereto as Exhibit D with good and marketable title, free and clear of all liens, security interests, mortgages or encumbrances of any kind, except for the permitted encumbrances on the Village Property as set forth on Exhibit E attached hereto (collectively, the "**Permitted Encumbrances**"). This Special Warranty Deed was recorded on November 19, 2015

(ii) Title to the Village Property shall be insured by a policy of title insurance, or a binding commitment for such a title policy, that will be effective upon conveyance and insure the quality of title of the subject property as provided in Subsection 4.1(b)(i) above.

(iii) The Village shall give evidence of title in the form of a commitment for an owner's policy of title insurance with a gap endorsement, on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin with a coverage amount of \$143,000.00. The Village shall pay for all costs of the owner's policy of title insurance and gap endorsement, and Developer shall be responsible for obtaining any additional endorsements and paying for all costs associated with such additional endorsements covering the Village Property as may be determined by the Developer. Each party shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policy of title insurance described above.

(iv) The Village Property is being conveyed "AS-IS, WHERE-IS" and the Village is making no representations or warranties, express or implied, with respect to the condition of the Village Property. The Developer agrees that the Developer is relying exclusively upon its own inspection of the Village Property and not on any information provided by the Village. **THE DEVELOPER WAIVES ANY AND ALL CLAIMS AGAINST THE VILLAGE INCLUDING ITS OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND CONSULTANTS (COLLECTIVELY, "RELEASED PARTIES"), INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE VILLAGE PROPERTY, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE INTENTIONAL WRONGDOING OF THE RELEASED PARTIES.**

Section 6.1 is amended to provide as follows:

**6.1 Grants.** Provided the Developer has complied with the provisions of Section 1.1 of this Agreement and is not in Default (as defined below) under this Agreement, and subject to the applicable notice and cure provisions of Section 11.1, the Village shall make cash contributions to the Developer to be used towards the costs incurred and evidenced by the Developer related to the specific Developer Obligations represented in this Section 6.1 (each a

"Grant" and, collectively, the "Grants"). Each Grant is limited to the actual expenses incurred by the Developer for the specific Developer Obligation(s) related to such Grant and supported by invoices in form and in substance acceptable to the Village in the Village's sole discretion ("Invoices"). In the event the actual supported costs associated with one or more of the Grants described herein are below the amount allotted for a given Grant, the unused funds may be allocated to fund unanticipated cost overruns in another Grant or Grants at the sole discretion of the Village. Each Grant is subject to the following conditions:

(a) A Grant for engineering, survey and architect expenses related to the Project in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), will be provided by the Village no later than thirty (30) days after the Village receives invoices (in form and substance acceptable to the Village in the Village's sole discretion) for such engineering, survey or architect services related to the Project ("**Services Grant**"). The Village shall withhold \$5,000.00 from the Services Grant ("**Services Grant Holdback**") to be held and applied by the Village to the Developer's fees and costs payment obligations under Section 5.1. In the event the total amount of Inspection Fees is less than the Services Grant Holdback at the time the Developer has completed all of its construction obligations on the Real Estate as part of the Developer's Obligations, the amount of the Services Grant Holdback in excess of the total Inspection Fees shall be paid to the Developer by the Village.

(b) A Grant for demolition of the existing commercial building on the Real Estate in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00), will be provided by the Village no later than thirty (30) days after the Developer confirms with the Village (and the Village agrees) that the existing commercial building and all related debris and rubble have been removed from the Real Estate and the Village has received the applicable Invoices. This Grant was paid on January 26, 2016.

(c) A Grant for relocation of existing Utilities on the Real Estate in an amount not to exceed Sixty-Eight Thousand Dollars (\$68,000.00), will be provided by the Village no later than thirty (30) days after the Village receives: (1) written confirmation from We Energies that all utility relocation work on the Real Estate is complete, (2) a written certification by the Developer's engineer that all utility work on the Real Estate is complete and consistent with the utility relocation work contemplated in the Final Plans and (3) the Village has received the applicable Invoices.

(d) A Grant for the construction of the Walkways in an amount not to exceed Seventy Thousand Dollars (\$70,000.00), will be provided by the Village no later than thirty (30) days after: (1) an inspector selected by the Village approves of the Walkways and confirms that the Walkways have been constructed consistent with the Final Plans, (2) the Village receives a written certification by the Developer's engineer that the Walkways are complete and have been constructed consistent with the Final Plans, (3) all portions of the Walkways not currently owned by the Village are dedicated by the Developer to the Village and accepted by the Village and (3) the Village has received the applicable Invoices.

(e) A Grant for the construction of the Water Main Loop in an amount not to exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000.00), will be provided by the Village no later than thirty (30) days after: (1) an inspector selected by the Village approves of the Water Main Loop and confirms that the Water Main Loop has been constructed consistent

with the Final Plans, (2) the Village receives a written certification by the Developer's engineer that the Water Main Loop is complete and has been constructed consistent with the Final Plans, (3) all portions of the Water Main Loop not currently owned by the Village are dedicated by the Developer to the Village and accepted by the Village and (4) the Village has received the applicable Invoices.

Section 7.1 is amended to provide as follows:

7.1 **Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the Village delivered a non-interest bearing municipal revenue obligation (the "MRO") to the Developer on March 23, 2016. The MRO shall be in the face amount of One Million Two Hundred Twenty-Two Thousand Dollars (\$1,222,000.00). Except as otherwise described herein, payments on the MRO will equal the amount of the Available Tax Increment (as defined below) in each year appropriated by the Village Board of Trustees until the MRO is paid in full. "Available Tax Increment" means an amount equal to the Tax Increment (as defined below) actually received by the Village in each year less ten percent (10%) of the Tax Increment to be retained by the Village for payment of (i) the amount of the Village's administrative expenses, including, but not limited to, reasonable charges for the time spent by Village employees in connection with the negotiation and implementation of this Agreement, (ii) professional service costs, including, but not limited to, those costs incurred by the Village for outside architectural, planning, engineering, financial consulting and legal advice and services related to the Project Plan and the negotiation and implementation of this Agreement, and (iii) other eligible project costs incurred by the Village under the Project Plan (collectively, the "Priority Project Costs"). "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Real Estate and the improvements on the Real Estate and any taxable personal property associated with the Real Estate.

The Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one payment, each year commencing in 2018, and continuing to (and including) 2034, or until the MRO has been paid in full, whichever is earlier. Each appropriated annual payment shall be made within thirty (30) days after the Village has received from Waukesha County funds for the settlement of the full amount of the real estate taxes levied against and attributable to the Real Estate (each, a "Payment Date"). The Developer shall provide written notification to the Village Treasurer of the date on which the Developer has paid in full the real estate taxes levied against and attributable to the Real Estate. To the extent that on any Payment Date the Village is unable to make all or part of a scheduled payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, such failure shall not constitute a default under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the Village has Available Tax Increment. If the MRO has not been paid in full by the final scheduled Payment Date, then the Village shall have no obligation to make further payments on the MRO. The term of the MRO and the Village's obligation to make payments hereunder shall not extend beyond October 31, 2034 ("Final Payment Date"). Upon the Final Payment Date or, if earlier, the Payment Date on which the MRO is paid in full, the MRO shall terminate and the Village's obligation to make any payments under the MRO shall be discharged, and the Village shall have

no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. The Village will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the Village earlier than the first Payment Date, such increment shall be retained by the Village and applied to the first payment subject to appropriation by the Village Board of Trustees. The Developer shall not have the right to assign the MRO without the prior written consent of the Village. Interests in the MRO may not be split, divided or apportioned. The Village hereby consents to the Developer assigning its right, title and interest in the MRO to AnchorBank, fsb, assigns approved in advance by the Village and to AnchorBank's successors-in interest.

Section 11.1 is amended to provide as follows:

(b) In the event the Default is not fully and timely cured by the Developer, the Village shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement, in law or in equity:

(v) The Village may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations on any Grant or the MRO (or both) unless the MRO has been collaterally assigned to a Lender and the Developer or its successors and assigns have paid taxes that constitute increment pursuant to the Agreement; or

*NEW CLARIFICATION LANGUAGE BELOW:*

The parties hereto agree and acknowledge (a) that the Village's right to modify the MRO repayment schedule (in Section 7.4) will be triggered based on actual and projected Tax Increment generated from the Developer Obligations; (b) that the reference to "market conditions" is meant to clarify how Tax Increment will be calculated; and (c) that market conditions in and of themselves, with no underlying change to actual or projected Tax Increment, will not vest any right in the Village to modify the MRO repayment schedule.

4. Exhibit E shall be amended to provide as follows:

**Exhibit E**

**Permitted Encumbrances**

1. The exceptions set forth in the Special Warranty Deed.
2. Easements for the purposes and rights incidental thereto, as granted in a document granted to Wisconsin Electric Power Company, for utility purposes, recorded on January 28, 1953, as Document No. 375998 affecting Lot 7 Village of Hartland Assessor's Plat No. 1
3. Easement and conditions recorded January 28, 1953, as Document No. 375998. (As to Parcel B, Lot 7)
4. Terms and conditions of Easement Agreement recorded June 16, 1995, as Document No. 2045864. (As to Parcel C, Lot 16)
5. Easement Assignment recorded January 10, 2001, as Document No. 2615804.
6. Reservations for and dedications of easements, notations and other matters shown on Certified Survey Map No. 11413, recorded in Volume 113 of Certified Survey Maps, Pages 175, 176, 177 and 178, as Document Number 4191124.



*SECTIONS CHANGED BY  
AMENDMENT NO. 1*

this Agreement. Receipt of such payment shall be the Village's sole and exclusive remedy if this Agreement is terminated under Section 2.1(a) above. Developer shall have no liabilities or obligations to the Village if this Agreement is terminated under Subsection 2.1(b) above.

**ARTICLE III**

**3.1 Developer Obligations.** The Developer shall make the following improvements, satisfy the following obligations and perform the following work on and related to the Real Estate and the Project subject to and in compliance with the "Final Plans" provided as a part of the Required Documents under Exhibit B and pursuant to the other terms and conditions of this Agreement (collectively, the "Developer Obligations"):

(a) The Developer shall commence: (i) the demolition of the existing commercial building on the Real Estate not later than November 1, 2015, and (ii) the construction of improvements on the Real Estate not later than December 1, 2015. Upon commencement of such work, the Developer shall proceed to the full completion of all of the Developer Obligations with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 18.3 below. The following elements of the Developer Obligations related to the Project shall be completed substantially in accordance with the Final Plans, this Agreement and all applicable building and zoning codes and ordinances on or before the following dates:

Erosion control measures and construction fencing	Prior to commencement of the work on the Real Estate
Building demolition and site preparation for construction	December 31, 2015
All utility installations and relocations including the Water Main Loop referenced in Section 3.1(i)	September 1, 2016
Foundations and, as applicable, building slabs and basements	February 29, 2016
Exterior completion of the building referenced at Section 3.1(c)	August 1, 2016
Exterior completion of buildings referenced at Section 3.1(d)	October 1, 2016
Parking lots and stalls referenced in Section 3.1(e) and all site landscaping as referenced in Section 3.1(f) and restoration	November 1, 2016

*DATES  
ADJUSTED*

Occupancy permits issued for the building referenced at Section 3.1(c)	November 30, 2016
Occupancy permits issued for the buildings referenced at Section 3.1(d)	December 31, 2016
Completion of the Walkways referenced in Section 3.1(g)	November 1, 2016

(b) As part of the Developer’s demolition work on the Real Estate, the Developer shall remove and dispose of all existing buildings, destroyed trees, brush, tree trunks and shrubs and all rubbish and rubble on the Real Estate in accordance with all applicable state, federal and municipal codes and ordinances. The Developer shall not destroy or remove any live vegetation nor conduct any grading or filling related activities except in accordance with the Final Plans as referenced in Exhibit B and under any required and issued Wisconsin Department of Natural Resources permit. The Developer shall comply with all applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to clearing and protection of trees including, but not limited to, submission of a tree protection plan and the obtaining of a tree permit prior to the commencement of work on the Real Estate. The Landscaping Plan attached as Schedule 3.1(f) and as described in section 3.1(f) shall be deemed compliant with the tree replacement requirements of Chapter 90 of the Village Code.

(c) The Developer shall construct a new, four thousand one hundred eighty-seven square foot (4,187 ft<sup>2</sup>), two-story mixed-use building (“**Building #3**”) with commercial units on the ground floor and three residential apartment units on the second floor that is substantially similar to the mixed-use building plans attached hereto as Schedule 3.1(c).

(d) The Developer shall construct two (2) new, three-story apartment buildings with thirty-two (32) residential units (“**Building #1**”) and forty-two (42) residential units (“**Building #2**”), respectively, that are substantially similar to the residential building plans attached hereto as Schedule 3.1(d). Between the mixed-use building and the two residential buildings, the Developer shall construct a total of seventy-seven (77) residential units, fifty (50) of which shall be one bedroom units and twenty-seven (27) of which shall be two bedroom units.

(e) The Developer shall construct private parking on the Real Estate to service the Project. As a conditional use under Section 46-494 (1) of the Hartland Code of Ordinances, the Developer agrees to provide, at a minimum, one hundred thirty-three (133) parking stalls (seventy-four (74) parking stalls beneath the two residential buildings and fifty-nine (59) surface parking stalls) in the locations shown on Schedule 3.1(e) attached hereto and to reasonably cooperate in good faith with the Village and the owner of the property adjacent to the Real Estate on the west which is generally known

as 148 and 160 East Capitol Drive with tax identification numbers HAV0729001 and HAV0729002 ("**Adjoining Parcel**") in the development of additional joint parking and cross access rights to be shared on the Real Estate and the Adjoining Parcel (collectively, "**Parking and Access Agreements**"). The Village shall make reasonable good faith efforts to facilitate the negotiation, execution and delivery of such agreements as are deemed reasonably necessary and appropriate to implement the Parking and Access Agreements on or before November 30, 2015<sup>16</sup>. The Parking and Access Agreements shall be subject to the approval of the Village, the Developer and the owner of the Adjoining Parcel and such approval shall not be unreasonably withheld, conditioned or delayed by the Village or the Developer. The Developer agrees to incur reasonable costs associated with implementation of the Parking and Access Agreements including, but not limited to, construction, reconstruction and maintenance costs associated with such implementation. The Village may, in its sole discretion, elect to participate in the maintenance costs under the Parking and Access Agreements; however, the Village shall have no obligation to incur such costs.

(f) The Developer shall be responsible for landscaping on the Real Estate, including trees, shrubs, seeding or sod (the Village acknowledges that such work is seasonal by its nature and the Developer shall have the right to complete landscaping within the customary season for such landscaping but not later than ~~November 1, 2016~~ and such landscaping shall be substantially similar to the landscaping plan attached hereto as Schedule 3.1(f) (including, without limitation, saving four existing trees as shown on such schedule). JUNE 1, 2017

(g) The Developer shall construct and, upon completion in accordance with the Final Plans, dedicate to the Village: (1) a pedestrian bridge across the Bark River that will connect to a Village parking area ("**Bridge**"), and (2) a ten foot (10') wide path to allow for a public walkway and to accommodate Village maintenance trucks (collectively with the Bridge, the "**Walkways**") at the time of the dedication of the Bridge, the Developer shall furnish to the Village one set of as built plans for the Bridge. The as built plans shall contain such detail as deemed appropriate by the Village Engineer and the Village Director of Public Works.

(h) The Developer shall construct the pathways on the Real Estate and off the Real Estate substantially in compliance with the path locations identified on Schedule 3.1(f) ("**Pathways**"). The Pathways shall be located and constructed in compliance with the Final Plans. The Developer shall grant a permanent access easement, in form and in substance reasonably acceptable to the Village, to the Village and general public for unrestricted passage and enjoyment over those portions of the Pathways located on the Real Estate. The improvements for the Pathways to be constructed by the Developer which are not located on the Real Estate shall be dedicated to the Village upon completion subject to the Village's acceptance of such dedication. The Pathways on the Real Estate shall be maintained by the Developer, at the Developer's expense, year round including winter maintenance performed in compliance with the Village Code requirements for snow and ice removal and control in a manner which would be in compliance with the maintenance of public sidewalks. The

reinspect as necessary such improvements and prepare and deliver to the Developer a written punch list of repairs necessary to bring such improvements into conformance with the Final Plans. Upon the Developer's written notice to the Village that all punch list repairs for such public improvements are complete, and following satisfactory completion of any applicable reinspection, the Village shall, subject to the reinspection and approval of the Village Engineer and the Director of Public Works, by separate resolution, accept the dedication of such improvements.

(q) The Developer and the Village acknowledge that the Village has caused a needs assessment study to be performed pursuant to Wis. Stat. §66.0617 and that the Village has enacted Ordinance §50-232 that imposes impact fees pertaining to the Village's services and facilities. The Developer and the Village acknowledge that the ultimate occupants of the Real Estate will utilize these Village services and facilities and that the impact fees imposed by the Village Ordinances are necessary to pay for capital costs of facilities in order to accommodate land development. Accordingly, the Developer shall pay to the Village impact fees in the then current amount in accordance with the Village Code upon application for building permits.

(r) The Developer acknowledges that sanitary sewer service to the Real Estate is subject to the payment of both a Connection Charge under §86-276 of the Village Code and a Regional Sewer Availability Charge ("RSAC") under §86-277 of the Village Code as those sections and fees may be adjusted from time to time. The Developer shall pay to the Village the then current Connection Charge and RSAC fee applicable to the Real Estate upon application for building permits including connection to the sanitary sewer system.

(s) The Developer shall pay and discharge all taxes, assessments and other governmental charges upon the Real Estate when due.

#### ARTICLE IV

4.1 **Village Obligations.** The Village, at its own expense, shall satisfy the following obligations and perform the following work pursuant to the terms and conditions of this Agreement (collectively, the "**Village Obligations**"):

(a) Subject to the conditions set forth in Village Resolution No. 12-22-14-01 (the "**Oak Street Vacation Resolution**"), namely, the final approval of the CSM by the Village, the Village shall record a certified copy of the Oak Street Vacation Resolution with the Waukesha County Register of Deeds to evidence the vacation of the portion of the Oak Street right-of-way shown on the attached Schedule 4.1(a). *ADD DATE OF RECORDING*

(b) Within twenty (20) days of the Village's receipt of a compliant application, as that phrase is hereinafter defined, for a foundation permit for the construction of buildings on the Real Estate, the Village agrees to convey the real property described in **Exhibit C** and all improvements thereon (collectively, the "**Village Property**") to the Developer. A "compliant application" is an application for a

foundation permit that is deemed, by the Village Building and Zoning Official, to be complete and in compliance with applicable Village ordinances. The conveyance of the Village Property to the Developer shall be subject to the following terms and conditions:

(i) The Village Property shall be conveyed by special warranty deed in the form attached hereto as Exhibit D with good and marketable title, free and clear of all liens, security interests, mortgages or encumbrances of any kind, except for the permitted encumbrances on the Village Property as set forth on Exhibit E attached hereto (collectively, the "Permitted Encumbrances"). *ADD DED DATE*

(ii) Title to the Village Property shall be insured by a policy of title insurance, or a binding commitment for such a title policy, that will be effective upon conveyance and insure the quality of title of the subject property as provided in Subsection 4.1(b)(i) above. *NO CHANGE*

(iii) The Village shall give evidence of title in the form of a commitment for an owner's policy of title insurance with a gap endorsement, on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin with a coverage amount of \$143,000.00. The Village shall pay for all costs of the owner's policy of title insurance and gap endorsement, and Developer shall be responsible for obtaining any additional endorsements and paying for all costs associated with such additional endorsements covering the Village Property as may be determined by the Developer. Each party shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policy of title insurance described above. *NO CHANGE*

(iv) The Village Property is being conveyed "AS-IS, WHERE-IS" and the Village is making no representations or warranties, express or implied, with respect to the condition of the Village Property. The Developer agrees that the Developer is relying exclusively upon its own inspection of the Village Property and not on any information provided by the Village. **THE DEVELOPER WAIVES ANY AND ALL CLAIMS AGAINST THE VILLAGE INCLUDING ITS OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND CONSULTANTS (COLLECTIVELY, "RELEASED PARTIES"), INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE VILLAGE PROPERTY, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE INTENTIONAL WRONGDOING OF THE RELEASED PARTIES.** *NO CHANGE*

## ARTICLE V

**5.1 Access Rights.** The Developer hereby grants to the Village, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Real Estate, at all reasonable times (upon reasonable notice to the Developer), for the purposes of facilitating the Village's inspection of the Real Estate and the Developer Obligations. Any inspection conducted by the Village or its agents shall be deemed to have been for the Village's own benefit (and at its own expense, unless the Village must perform multiple inspections as a result of the Developer's failure to meet the Final Plans) and shall in no way be construed to be for the benefit of or on behalf of the Developer. The Developer shall not (and hereby waives any right to) rely upon such appraisals, inspections or determinations of the Village in any way. All fees and costs charged or incurred by the Village for Village inspections related to the Developer Obligations (collectively, "**Inspection Fees**") shall be paid by the Developer from the Services Grant Holdback referenced in Section 6.1(a). In the event such fees and costs exceed the Services Grant Holdback, the Developer shall pay to the Village such excess within twenty (20) days of the Village's demand. The Village hereby grants to the Developer, its agents, employees, contractors and consultants the right to enter those portions of the Village's property necessary and reasonable to enable the Developer to perform the Developer Obligations under this Agreement. Any damage to the Village's property caused by the exercise of these rights, shall be promptly repaired by the Developer and, in any event, within thirty (30) days of the Village's demand.

**5.2 Consultants.** At any time, the Village shall have the right to retain consulting engineers and architects to perform services for the Village including:

- (a) to make periodic inspections for the purpose of assuring that construction is in accordance with the requirements of this Agreement and to advise the Village of the anticipated cost of, and a time for, the completion of construction work; and
- (b) to review and advise the Village of any proposed changes in the construction of the Developer Obligations.

The Village's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the Village for the acts or omissions of the consulting engineers or architects or their employees or agents.

**5.3 Time is of the Essence.** Time is of the essence with reference to the Developer's obligation to commence and complete the Developer Obligations. The Developer acknowledges that the timely performance of the Developer's work under this Agreement is critical to the collection of the tax increment upon which the Village and the Developer are relying for the performance of their respective obligations under this Agreement.

## ARTICLE VI

**6.1 Grants.** Provided the Developer has complied with the provisions of Section 1.1 of this Agreement and is not in Default (as defined below) under this Agreement, and subject to the applicable notice and cure provisions of Section 11.1, the Village shall make cash

contributions to the Developer to be used towards the costs incurred and evidenced by the Developer related to the specific Developer Obligations represented in this Section 6.1 (each a "Grant" and, collectively, the "Grants"). Each Grant is limited to the actual expenses incurred by the Developer for the specific Developer Obligation(s) related to such Grant and supported by invoices in form and in substance acceptable to the Village in the Village's sole discretion ("Invoices"). In the event the actual supported costs associated with one or more of the Grants described herein are below the amount allotted for a given Grant, the unused funds may be allocated to fund unanticipated cost overruns in another Grant or Grants at the sole discretion of the Village. Each Grant is subject to the following conditions: **NO CHANGE**

(a) A Grant for engineering, survey and architect expenses related to the Project in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), will be provided by the Village no later than thirty (30) days after the Village receives invoices (in form and substance acceptable to the Village in the Village's sole discretion) for such engineering, survey or architect services related to the Project ("Services Grant"). The Village shall withhold \$5,000.00 from the Services Grant ("Services Grant Holdback") to be held and applied by the Village to the Developer's fees and costs payment obligations under Section 5.1. In the event the total amount of Inspection Fees is less than the Services Grant Holdback at the time the Developer has completed all of its construction obligations on the Real Estate as part of the Developer's Obligations, the amount of the Services Grant Holdback in excess of the total Inspection Fees shall be paid to the Developer by the Village. **NO CHANGE**

(b) A Grant for demolition of the existing commercial building on the Real Estate in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00), will be provided by the Village no later than thirty (30) days after the Developer confirms with the Village (and the Village agrees) that the existing commercial building and all related debris and rubble have been removed from the Real Estate and the Village has received the applicable Invoices. **ADD DATE PAID**

(c) A Grant for relocation of existing Utilities on the Real Estate in an amount not to exceed Sixty-Eight Thousand Dollars (\$68,000.00), will be provided by the Village no later than thirty (30) days after the Village receives: (1) written confirmation from We Energies that all utility relocation work on the Real Estate is complete, (2) a written certification by the Developer's engineer that all utility work on the Real Estate is complete and consistent with the utility relocation work contemplated in the Final Plans and (3) the Village has received the applicable Invoices. **NO CHANGE**

(d) A Grant for the construction of the Walkways in an amount not to exceed Seventy Thousand Dollars (\$70,000.00), will be provided by the Village no later than thirty (30) days after: (1) an inspector selected by the Village approves of the Walkways and confirms that the Walkways have been constructed consistent with the Final Plans, (2) the Village receives a written certification by the Developer's engineer that the Walkways are complete and have been constructed consistent with the Final Plans, (3) all portions of the Walkways not currently owned by the Village are dedicated by the

Developer to the Village and accepted by the Village and (3) the Village has received the applicable Invoices.

(e) A Grant for the construction of the Water Main Loop in an amount not to exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000.00), will be provided by the Village no later than thirty (30) days after: (1) an inspector selected by the Village approves of the Water Main Loop and confirms that the Water Main Loop has been constructed consistent with the Final Plans, (2) the Village receives a written certification by the Developer's engineer that the Water Main Loop is complete and has been constructed consistent with the Final Plans, (3) all portions of the Water Main Loop not currently owned by the Village are dedicated by the Developer to the Village and accepted by the Village and (4) the Village has received the applicable Invoices.

NO CHANGE

## ARTICLE VII

*ISSUED*

**7.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the Village agrees to issue a non-interest bearing municipal revenue obligation (the "MRO") to the Developer within forty-five (45) days after the Village pays the Grant to the Developer pursuant to Section 6.1(b) of this Agreement provided the Developer is not in Default under this Agreement. The MRO shall be in the face amount of One Million Two Hundred Twenty-Two Thousand Dollars (\$1,222,000.00). Except as otherwise described herein, payments on the MRO will equal the amount of the Available Tax Increment (as defined below) in each year appropriated by the Village Board of Trustees until the MRO is paid in full. "Available Tax Increment" means an amount equal to the Tax Increment (as defined below) actually received by the Village in each year less ten percent (10%) of the Tax Increment to be retained by the Village for payment of (i) the amount of the Village's administrative expenses, including, but not limited to, reasonable charges for the time spent by Village employees in connection with the negotiation and implementation of this Agreement, (ii) professional service costs, including, but not limited to, those costs incurred by the Village for outside architectural, planning, engineering, financial consulting and legal advice and services related to the Project Plan and the negotiation and implementation of this Agreement, and (iii) other eligible project costs incurred by the Village under the Project Plan (collectively, the "Priority Project Costs"). "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Real Estate and the improvements on the Real Estate and any taxable personal property associated with the Real Estate.

The Village shall, subject to annual appropriation of such payment by the Village Board of Trustees, pay the Available Tax Increment to the holder of the MRO in one payment, each year commencing in 2018, and continuing to (and including) 2034, or until the MRO has been paid in full, whichever is earlier. Each appropriated annual payment shall be made within thirty (30) days after the Village has received from Waukesha County funds for the settlement of the full amount of the real estate taxes levied against and attributable to the Real Estate (each, a "Payment Date"). The Developer shall provide written notification to the Village Treasurer of the date on which the Developer has paid in full the real estate taxes levied against and attributable to the Real Estate. To the extent that on any Payment Date the Village is unable to make all or part of a scheduled payment of principal due on the MRO from such Available Tax

Increment due to an absence of adequate Available Tax Increment, such failure shall not constitute a default under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the Village has Available Tax Increment. If the MRO has not been paid in full by the final scheduled Payment Date, then the Village shall have no obligation to make further payments on the MRO. The term of the MRO and the Village's obligation to make payments hereunder shall not extend beyond October 31, 2034 ("**Final Payment Date**"). Upon the Final Payment Date or, if earlier, the Payment Date on which the MRO is paid in full, the MRO shall terminate and the Village's obligation to make any payments under the MRO shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date. *NO CHANGE*

The MRO shall not be payable from or constitute a charge upon any funds of the Village, and the Village shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Village and shall not constitute a general obligation of the Village. The Village will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the Village earlier than the first Payment Date, such increment shall be retained by the Village and applied to the first payment subject to appropriation by the Village Board of Trustees. The Developer shall not have the right to assign the MRO without the prior written consent of the Village. Interests in the MRO may not be split, divided or apportioned.

*ADD ANCHOR BANK APPOINTAL*

**7.2 MRO Form** The MRO shall be substantially in the form attached hereto as **Exhibit F** and shall be payable in accordance with the terms and conditions set forth in such MRO. The principal payments shall be payable solely from the Available Tax Increment appropriated by the Village. On or about each Payment Date under the MRO, the Village shall provide to the Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and the remaining principal balance due on the MRO after the application of such payment.

**7.3 Payment Limitation.** The total amount to be paid under the MRO shall in no event exceed \$1,222,000.00. The Village's obligation to make payments on the MRO is conditioned on the requirement that the Developer is not in Default under this Agreement.

**7.4 Payment of Priority Project Costs and Repayment Schedule.** From the Tax Increment received by the Village each year, the Village shall first pay the Priority Project Cost. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The Village reserves the right to modify the MRO repayment schedule based upon market conditions, the actual and projected Tax Increment generated from the Developer Obligations and (with respect to determination of the first Payment Date) the completion date of construction of the Developer Obligations. The Available Tax Increment held by the Village each year shall be applied to the payment of principal due on the MRO subject to appropriation by the Village

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or the Developer, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

## ARTICLE XI

**11.1 Remedies.** In the event of a Default, the Village shall provide written notice to the Developer of the Default and the actions necessary to cure the default to the extent known by the Village; however, the Developer shall not be entitled to a notice of Default or a right to cure in the event the Default occurs under Subsection 10.1(c) above.

(a) The notice shall provide the Developer at least thirty (30) days to cure a Default; however, the 30-day period may be extended to the period of time reasonably necessary to cure the Default, if the Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but in no event shall the period of time to cure the Default exceed ninety (90) days from the date of the Village's notice.

(b) In the event the Default is not fully and timely cured by the Developer, the Village shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the Village provided for under this Agreement, in law or in equity: *NO CHANGE*

(i) The Village may refuse to issue any permits to the Developer for the construction of buildings or improvements on Real Estate in the District in which the Developer has an interest;

(ii) The Village may recover from the Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the Village related to or arising out of a Default;

(iii) Except for Grants under Section 6.1(d) and 6.1(e), the Village may recover from the Developer all amounts paid by the Village to the Developer for Grants under Article VI plus interest at the rate of 10% per annum from the date of each respective payment of a Grant until such amounts are repaid to the Village.

(iv) The Village may recover from the Developer the sum of \$143,000.00 which amount represents reasonable compensation to the Village for the conveyance of the Village Property by the Village to the Developer pursuant to Section 4.1(b).

(v) The Village may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations on any Grant or the MRO (or both); or

*ADD ASSIGNMENT / UNDER LIABILITIES*

~~(vi) The Village may terminate this Agreement.~~

## ARTICLE XII

**12.1 Assignments.** This Agreement shall not be assigned by the Developer without the prior written consent of the Village. The Developer and any assignee(s) shall be jointly and severally liable for all of the obligations of the Developer under this Agreement prior to and after such assignment. Furthermore, as a condition to the Developer being able to assign this Agreement, any assignee of the Developer shall execute and deliver to the Village an assumption agreement (in form and substance acceptable to the Village) whereby the assignee assumes all of the Developer's obligations and acknowledges to be bound by all of the terms of this Agreement.

## ARTICLE XIII

**13.1 Developer Additional Obligations and Representations and Warranties.** The Developer undertakes the following additional obligations and represents and warrants that:

(a) it is a limited liability company duly formed and validly existing, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement;

(c) the execution, delivery, and performance of the Developer's obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to the Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of the Developer enforceable against it in accordance with their respective terms;

**Exhibit E**

**Permitted Encumbrances**

- 1. The exceptions set forth in the Special Warranty Deed.**
- 2. Easements for the purposes and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on January 28, 1953, as Document No. 375998 affecting Lot 7 Village of Hartland Assessor's Plat No. 1**

ADDED EASEMENTS

**MRO**

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF WAUKESHA

VILLAGE OF HARTLAND

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

Number	Date of Original Issuance	<u>Date of Secondary Issuance</u>	Amount
06-01	February 23, 2016	<u>April _____, 2016</u>	\$1,222,000.00-

\_\_\_\_\_FOR VALUE RECEIVED, the Village of Hartland, ~~Waukesha~~ County, Wisconsin (the “**Village**”), promises to pay to Hartland Riverwalk, LLC (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of One Million Two Hundred Twenty-Two Thousand Dollars (\$1,222,000.00), without interest.

\_\_\_\_\_This MRO shall be payable in installments of principal due in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.—

\_\_\_\_\_This MRO has been issued to finance a project within the Village’s Tax Incremental District No. 6, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on February 22, 2016, by the Village Board of the Village (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Planned Unit Development and Tax Incremental District Agreement dated as of July 14, 2015 between the Village and the Developer (“**Development Agreement**”). This MRO does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. -This MRO shall be payable solely from Available Tax Increments generated by the Real Estate and appropriated by the Village Board to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. -The Resolution and Development Agreement are incorporated herein by this reference.— All

capitalized terms that are not otherwise defined in this MRO shall take on the meaning given to such terms in the Development Agreement.

———If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred.- The deferred principal shall be payable on the next Payment Date until the Final Payment Date (as defined below). -The Village shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owner of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Village Board to payment of this MRO. -If, in any calendar year, the Revenues exceed the amount payable in that year on the MRO (“**Surplus Increment**”), the Village shall, subject to appropriation of such payment by the Village Board of Trustees, apply the Surplus Increment to prepayment of principal on the MRO.- The “**Final Payment Date**” is October 31, 2034.

———At the option of the Village, this MRO is subject to prepayment in whole or in part at any time.

———The Village makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

———The Village’s payment obligations hereunder are subject to appropriation, by the Village Board, of Tax Increments to make payments due on this MRO.- In addition, as provided in Section 7.3 of the Development Agreement, the total amount to be paid shall in no event exceed \$1,222,000.00. -When that amount of Revenue has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the Village shall have no further obligation with respect hereto. -Further, as provided in Section 7.3 and ARTICLE XI of the Development Agreement, the Village shall have no obligation to make payments on this MRO in the event the Developer is in default under any of the terms and conditions of ~~the Development Agreement~~this Development Agreement (a) prior to the issuance of a certificate of occupancy to the Developer in accordance with the Development Agreement or (b) after the issuance of a certificate of occupancy to the Developer in accordance with the Development Agreement for so long as the Village receives no “Available Tax Increment” (as defined in the Development Agreement).

———This MRO is a special, limited revenue obligation and not a general obligation of the Village and is payable by the Village only from the sources and subject to the qualifications stated or referenced herein.- This MRO is not a general obligation of the Village, and neither the full faith and credit nor the taxing powers of the Village are pledged to the payment of the principal or interest of this MRO. -Further, no property or other asset of the Village, except the above-referenced Revenues, is or shall be a source of payment of the Village’s obligations hereunder.

—This MRO is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

—This MRO may be transferred or assigned, in whole or in part, only with the consent of the Village, which consent shall be granted to AnchorBank, fsb and its successors-in-interest. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Village. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

-IN WITNESS WHEREOF, the Village Board of the Village of Hartland has caused this MRO to be signed on behalf of the Village by its duly qualified and acting President and Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF HARTLAND

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

(SEAL)

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

Schedule 1 of MRO

Payment Schedule

Subject to the Village's actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement, the Village shall make the following payments on the MRO to the Developer:

<u>Payment Year</u>	<u>MRO Payment</u>
2018	\$119,257
2019	\$120,450
2020	\$121,654
2021	\$122,871
2022	\$124,100
2023	\$125,341
2024	\$126,594
2025	\$127,860
2026	\$129,139
2027	\$104,735
	=====
Total	\$1,222,000

**REGISTRATION PROVISIONS**

This MRO shall be registered in registration records kept by the Village Clerk of the Village of Hartland, Waukesha County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer approved by the Village and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Village Clerk</u>
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CONSENT OF VILLAGE AND  
AGREEMENT TO MAKE PAYMENTS TO LENDER

April \_\_, 2016

Pursuant to Section 7.1 of that certain Planned Unit Development and Tax Incremental District Agreement (the "TIF Agreement"), the undersigned Village of Hartland (the "Village") hereby consent to the collateral assignment of the municipal revenue obligations (the "MRO" as further defined in the TIF Agreement) by Hartland Riverwalk, LLC, a Wisconsin limited liability company (the "Borrower") to AnchorBank, fsb and its successors-in-interest (the "Lender").

The Village hereby confirms it provided or will provide the Grants (as defined in the TIF Agreement) to the Borrower upon such terms and conditions as set forth in the Development Agreement (such proceeds referred to herein as the "Junior Debt"). The Borrower is indebted to the Lender pursuant to those certain Mortgage Notes, dated as of the date hereof, and any refinancings, extensions, or renewals of such debt (the "Superior Debt"). The Village agrees and acknowledges that it shall not record any security instrument against the Project (as defined in the TIF Agreement) without the Lender's prior written consent, other than properly filed tax liens in favor of the Village. Any interest the Village may have in and to the Project is and at all times shall remain subject to the Superior Debt, including any mortgages or other liens that the Borrower may now or hereafter place against the Project for the purpose of securing the Superior Debt. Until all Superior Debt is paid in full: (i) the Borrower shall not, directly or indirectly, make any payments on account of or grant a security interest in, mortgage, assign, or transfer, any properties to secure or satisfy any part of the Junior Debt; (ii) the Village shall not demand or accept from the Borrower or any other person any such payment or collateral or cancel, set off, or otherwise discharge any part of the Junior Debt; and (iii) neither the Borrower nor the Village shall otherwise take or permit any action prejudicial to or inconsistent with the Lender's priority position over the Village. Notwithstanding the foregoing, so long as there is no default under any instrument or agreement evidencing or securing the Superior Debt, the Borrower may make and the Village may accept regularly scheduled payments or principal (and interest if applicable) on the Junior Debt, provided that neither the schedule therefor nor the applicable interest rate thereunder shall be revised without the prior written consent of the Lender.

The Village will not institute any judicial action with respect to the TIF Agreement unless all Superior Debt has been paid in full without first providing prior written notice to the Lender and providing the Lender (and the Borrower) (A) 15 days after receipt of the notice to cure any payment default and (B) 45 days after receipt of the notice to cure any non-payment default; provided, however, to the extent any non-payment default is not curable within 45 days but the Lender (or the Borrower) has commenced a cure and is diligently pursuing the cure within 45 days from the receipt of notice by the Village, such cure period shall be extended to a longer reasonable period of time, not to exceed 120 days in any case). Until all Superior Debt is paid in full, the Village shall not, without the prior written consent of the Lender, accelerate the maturity of the Junior Debt, initiate or join with any other creditor of the Borrower in initiating any proceedings, voluntary or involuntary, for the collection of the Junior Debt or for the proceeds thereof, whether such proceedings be for the liquidation, dissolution, or winding up of the Borrower or its business, receivership, insolvency, or bankruptcy proceedings, an assignment for the benefit of creditors of proceedings by or against the Borrower for relief under any

bankruptcy, reorganization, or insolvency law or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, extension, or otherwise.

The Village hereby agrees to make the payments required by the TIF Agreement directly to the Lender for the account of the Borrower. This agreement shall continue until all Superior Debt is paid in full.

The Village hereby represents and warrants to the Lender as follows: (a) the TIF Agreement is in full force and effect; (b) the Village is not in default of its obligations pursuant to the TIF Agreement; (c) to the knowledge of the Village, the Borrower is not in default of the TIF Agreement; and (d) to the knowledge of the Village, there are no facts or circumstances that exist that would permit the Village to terminate the TIF Agreement. Notwithstanding anything in the TIF Agreement to the contrary, it is the intent of the Village to make the Village's contribution permitted pursuant to the TIF Agreement. Provided the Village has collected property taxes, payment of the Village's contribution will continue in the event of a default of the TIF Agreement by the Borrower.

*[Signature Page Follows.]*

Executed as of the date first set forth above.

VILLAGE OF HARTLAND

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Village President

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_