



ADMINISTRATION
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VILLAGE BOARD AGENDA
MONDAY, NOVEMBER 28, 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 November 14, 2016.
2. Consideration of a motion to approve the vouchers for payment.
3. Consideration of actions related to Licenses and Permits
 - a. Consideration of applications for Operator's (Bartender) Licenses with a term ending June 30, 2018

Items referred from the November 21, 2016 Plan Commission meeting

4. Consideration of a motion to approve site and building plans for construction of an addition to Blue Ribbon Flooring, 475 Cardinal Lane.
5. Consideration of a motion to amend the conditions on the Final Plat for the Windrush Subdivision to remove the provision allowing corner lots driveway access only to one street.
6. Consideration of a motion affirming denial of the concept plan for a 13-unit single family home development at 1270 E Capitol Drive.

Other items for consideration

7. Consideration of a motion to authorize the ordering of a Bobcat Compact Excavator from Bobcat Plus, Inc. of Butler in the amount of \$67,479 for delivery in 2017.
8. Consideration of a motion consenting to an Industrial Service Agreement Regarding Wastewater Discharges between the Delafield-Hartland Water Pollution Control Commission and Medline Industries, Inc., 700 North Shore Drive in Hartland.

VILLAGE BOARD AGENDA
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7:00 PM
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9. 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

10. 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: November 23, 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 4 Related to the Blue Ribbon Flooring addition.

Background: The owners of Blue Ribbon Flooring are proposing a 4,594 square foot addition to their facility. Based on testimony at the Plan Commission meeting, the proposed addition will match the look of the existing facility and will include outdoor lighting in the same character on the south and east facades. Staff has noted some concerns to the owner's representatives that are mostly technical in nature including the need for proper erosion control permits and tracking pads. Additionally, it was noted that the proposed building will be constructed over the existing sewer lateral, which should be protected. The Plan Commission has recommended approval of the project conditioned on the paving of the area necessary for the new addition to allow the anticipated truck traffic to maneuver and removal of unnecessary gravel with restoration in grass.

Recommendation: Approve the addition and site plan with conditions.

Item 5 Related to the Windrush Plat and dual street driveway access.

Background: The owner of one of the corner lots in Windrush is requesting an amendment to the conditions on the Final Plat for the Windrush subdivision. As part of the original review process for the subdivision in 2013, staff had made a recommendation that access for corner lots be restricted to only one street. The intent of such a restriction, as it is with any access restriction, is to minimize potential traffic conflicts. The Village's Comprehensive Plan and Code address the limitation in the context of arterial streets only and do not discuss dual access on minor streets. The Plan Commission has recommended removal of the restriction from the Plat. If the Village Board concurs, a document making the adjustment will be filed with the Register of Deeds Office.

Recommendation: Approve removal of the condition.

Item 6 Regarding the proposed 13-unit single family development at 1270 E. Capitol Drive.

Background: Habitat for Humanity of Waukesha County has proposed redevelopment of the former Slugger's site at 1270 E. Capitol Drive into 13 single family home sites under condominium ownership with a private road. Under the proposal for the 3.2 acre site, the site would include a small area of "limited common area" dedicated to each home with a building pad defined therein. Based on the plan, these individual limited common area sizes average about 5,300 square feet each and the building envelopes average 2,165 square feet. In order to accomplish the proposed development, use of the Planned Unit Development zoning process had been requested. This was the second version presented to the Plan Commission and based on continued concerns over the density of the proposed development, the Commission has recommended denial.

Recommendation: Approve a motion affirming the Plan Commission action and denying the development concept.

Item 8 Regarding an Industrial Service Agreement for Medline Industries, Inc.

Background: The Del-Hart Water Pollution Control Commission, which serves the Village of Hartland and City of Delafield as well as other customers with wastewater treatment services, has reached an agreement with the Hartland business Medline Industries, Inc. regarding limitations on its effluent and requirements for pre-treatment at its manufacturing facility. As the local authority, the Village is requested to consent to the Agreement.

Recommendation: Approve consenting to the Industrial Service Agreement.

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 14, 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, President Lamerand

Others: Administrator Cox, Finance Director Bailey, DPW Director Einweck, Police Chief Rosch, Deputy Police Chief Bagin, Clerk Igl, Aaron Meyer, Rod Podszus, Tyler Langan, Jim Muenzenberger, Billy Cooley, Conrad Soboniak

Deputy Chief Bagin introduced Officer Soboniak as the newest Police Officer in the department. Clerk Igl administered the oath of office to Officer Conrad Soboniak.

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

1. Motion (Meyers/Stevens) to approve Village Board minutes of October 24, 2016. Carried (6-0). Swenson abstained.
2. Motion (Landwehr/Swenson) to approve the vouchers for payment in the amount of \$462,018.01. Carried (6-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits
 - a. Motion (Compton/Wallschlager) to approve applications for Operator's (Bartender) Licenses with a term ending June 30, 2018. Carried (7-0).
 - b. Motion (Landwehr/Swenson) to approve an application for a Restricted Species permit to allow three chickens for Kimberly and Aaron Meyer at 620 Coventry Lane
4. Consideration of a motion to approve Resolution No. 11/14/2016-01 a "Resolution Approving the Sewer Utility Rate Effective First Quarter 2017".

Finance Director Bailey stated that the sewer utility rate will increase 5% from \$5.66 to \$5.94 per 1,000 gallons. Motion (Landwehr/Swenson) to approve Resolution No. 11/14/2016-01 a "Resolution Approving the Sewer Utility Rate Effective First Quarter 2017". Carried (7-0).

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 14, 2016
7:00 PM
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5. Consideration of items related to the 2017 Village Budget as shown on Tab 1 Page 8 and Tab 31 Pages 1 and 2 of the 2017 Budget Book. All information after Tab 1 is for informational purposes only:
- a. Motion (Landwehr/Swenson) to approve the 2017 Municipal Budget in the amount of \$7,296,374 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - b. Motion (Meyers/Landwehr) to approve the 2017 Water Utility Budget in the amount of \$1,938,623 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - c. Motion (Landwehr/Swenson) to approve the 2017 Sewer Utility Budget in the amount of \$1,828,005 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - d. Motion (Landwehr/Meyers) to approve the 2017 TIF #4 Budget in the amount of \$317 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - e. Motion (Meyers/Landwehr) to approve the 2017 TIF #5 Budget in the amount of \$317 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - f. Motion (Compton/Landwehr) to approve the 2017 TIF #6 Budget in the amount of \$185,167 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - g. Motion (Landwehr/Swenson) to approve the 2017 Debt Service Budget in the amount of \$1,224,184 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - h. Motion (Meyers/Compton) to approve the 2017 Capital Improvements, Impact Fee and Special Revenue and other funds in the amount of \$2,350,859 for a total Village Expenditure budget of \$14,823,846 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - i. Motion (Landwehr/Swenson) to approve a Property Tax Levy in the amount of \$5,465,692 as shown on Tab 1 Page 8 of the 2017 Budget Book (Roll call vote) All ayes.
 - j. Consideration of a motion to approve a general wage adjustment and the resulting 2017 Payroll Matrix (Roll call vote)

There was discussion regarding a general wage adjustment for staff. Administrator Cox provided comparisons stating that the average in the area is 2% with a range from 1% to 5% (which includes merit or time in service in addition to general adjustment). It was stated that a 2% general wage adjustment costs \$74,000 in the General Fund and \$86,000 Village wide. There are funds in the contingency account that would cover the additional expense.

Motion (Landwehr/Swenson) to approve a general wage adjustment of 2% and the resulting 2017 payroll matrix. (Roll call vote) All ayes.

6. Motion (Compton/Stevens) to approve to adopt Resolution No. 11/14/2016-02 a "Resolution Approving the 2017 Lake Country Municipal Court Budget". Carried (7-0).
7. Consideration of a motion to approve a request from the Ice Age Trail Community Committee for the placement of Trail Community signs in various locations.

Trustee Wallschlager stated that she was not in favor of collocating the Ice Age Community signs on the entrance signs to the Village.

Jim Muenzenberger, representing the Ice Age Trail Community Committee, stated that the Committee preferred installing the sign below the existing business district sign on Cardinal and a second one on southbound Merton at the intersection of Renson Road. It was stated that two large metal signs have been made available to the Village from the Ice Age Trail Alliance. The committee is also seeking permission to place 6 smaller signs approximately 4" by 6" throughout the Village on the existing Ice Age Trail signs at various locations.

It was stated that some of the post heights may need to be adjusted for the two larger signs to provide proper clearance. Dr. Muenzenberger stated that the committee is considering the smaller signs which could include a QR code for users to learn more about the Village. The committee has determined appropriate locations throughout the Village for the six smaller signs to be installed along the trail. The consensus was that the large signs be collocating as discussed.

Motion (Wallschlager/Stevens) to approve the request from the Ice Age Trail Community to install the two larger signs on the existing posts for the business district signs on Cardinal and Renson, and to install six smaller signs along the trail. Carried (7-0).

8. Consideration of actions related to a potential increase in TIF grant funding related to infrastructure and utility improvements in connection with the Riverwalk project.

Administrator Cox provided a review of the funding that was agreed to for the Riverwalk project. As part of the TIF support to fill the economic gap, the Village awarded \$528,000 of upfront grants which has been increased due to additional support of the bridge to a total \$588,000. He stated that the Village has already paid the \$265,000 associated with replacing substandard water mains on Lawn Street. The intent of that grant was to cover the expected cost of that construction and was based on estimated costs. Additionally there was \$68,000 included for replacing electrical utilities that ran through the middle of the site based on estimated costs from WE Energies. During construction of the project, the contractor ran into unsuitable soils under Lawn Street which required replacing soils and widening the excavation to deal with unstable material. Additionally a small section of asphalt was removed and replaced to eliminate leaving a narrow strip of original pavement. During construction there was a discovery of an anomaly of an odd repair in the existing storm sewer system which was

repaired. Also, staff identified one of our storm water catch basins that was in poor condition and it was replaced by the developer's contractors at our request. The Developer is asking for an additional \$137,000 related to the Lawn Street utility work.

The developer is also asking for an additional \$53,500 for utilities on the site. This relates to two items. First, there were unanticipated costs for relocating telephone and cable lines that ran through the site and were not known at the time of the estimate at a cost of \$45,500. Additionally, staff recommended removal of additional utility poles and burial of lines in the area at a cost of \$8,000.

Trustee Landwehr asked whether engineers should have been aware of the additional utility lines that were on the site. Representative of JD McCormick, Billy Cooley, stated he did not know why it was missed but it was. President Lamerand stated that he felt a compromise would be payment of the \$137,000 related to the Lawn Street issues and the \$8,000 to remove utility poles for a total of \$145,000.

Motion (Landwehr/Compton) to pay \$145,000. Carried (7-0).

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President Lamerand thanked residents for voting in the Nov. 8th election stating that a total of 5,353 ballots cast, 2,301 absentees cast and a nearly 85% turnout.

Trustee Compton commended Clerk Igl for administering a well-organized election and the successful implementation of a new process for absentee ballots.

President Lamerand wished Bud Compton a happy 84th birthday. He also wished Dave Cox a happy birthday.

President Lamerand reminded viewers that the Holiday Train will be in Hartland on Tues., Dec. 6 at 6:15 p.m.

10. Adjournment

Meeting adjourned at 7:42 p.m.

Respectfully submitted,

Darlene Igl, Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: November 23, 2016

RE: Voucher List

Attached is the voucher list for the November 28, 2016 Village Board meeting.

November 28, 2016 Checks: \$177,028.69

Total amount to be approved: \$177,028.69

VILLAGE OF HARTLAND
VOUCHER LIST - NOVEMBER 28, 2016

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
R 101-46730 RECREATION CLASSES	BAKER, DEBBIE	PROGRESSIVE PAWS	\$75.00
G 204-23400 DEPOSITS DUE TO DEL-HART	DELAFIELD-HARTLAND WATER	NOV FEES	\$17,356.00
R 101-46725 PARK RENTALS-TAX EXEMPT	HARTLAND ATHLETIC ADVANCEMENT	FIELD PREPS	-\$99.00
G 101-23000 SPECIAL DEPOSITS	HARTLAND ATHLETIC ADVANCEMENT	FIELD DEPOSITS NIXON/BARK RIVER	\$2,100.00
G 101-34225 DESIGNATED-HPD SPEED TRAILER	HARTLAND SERVICE INC	WELD TRAILER STAND	\$92.87
G 101-23000 SPECIAL DEPOSITS	HAYES, MARK	BUS OCC DEPOSIT/365 COTTONWOOD	\$500.00
R 101-46730 RECREATION CLASSES	KRIEGER, ROBERT	OLD FAMILY PHOTOS	\$18.00
G 101-23000 SPECIAL DEPOSITS	LAKE CTRY CHIEFS	CENTENNIAL RESTORATION AGREEMENT	\$250.00
G 101-23000 SPECIAL DEPOSITS	LAKE CTRY CHIEFS	CENTENNIAL FIELD DEPOSIT	\$200.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	SYKES/D013277-5	\$312.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	SYKES/D013276-4	\$148.80
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	REISS/3X80Q7W15R	\$237.00
G 101-12110 PROPERTY TAX REFUNDS	LYONS, HERBERT & JUNE	PROPERTY TAX/0426091	\$237.35
G 101-12110 PROPERTY TAX REFUNDS	MATTON, WILLIAM & CAROL	PROPERTY TAX/0727293	\$49.55
G 101-23000 SPECIAL DEPOSITS	MSI GENERAL CORP	BUS OCC DEPOSIT/400 INDUSTRIAL	\$500.00
R 101-46730 RECREATION CLASSES	ROFRITZ, TINA	TRICKY PAWS	\$75.00
G 403-31849 RIVERWALK APTS	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$110.44
G 403-31861 FOUR WINDS WEST	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$564.70
G 403-31786 SANCTUARY OF HARTLAND	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$1,653.60
G 403-31849 RIVERWALK APTS	RUEKERT & MIELKE	HARTLAND RIVERWALK CONSTRUCTION REVIEW	\$389.60
G 403-31841 MURPHY FARMS	RUEKERT & MIELKE	WINDRUSH DEVELOPMENT REVIEW	\$169.50
G 403-31748 ADVANCED DISPOSAL	RUEKERT & MIELKE	ADVANCED DISPOSAL STORM SEWER REVIEW	\$138.00
EXPENSE Descr			\$25,098.41
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	VELCRO	\$37.66
E 101-52300-360 VEHICLE MAINT/EXPENSE	JENSON MOTORS	DISPOSE OF TIRES	\$62.40
E 101-52300-360 VEHICLE MAINT/EXPENSE	JENSON MOTORS	MOUNT AMBULANCE TIRES	\$218.40
E 101-52300-360 VEHICLE MAINT/EXPENSE	JENSON MOTORS	MOUNT AMBULANCE TIRES AND BALANCE	\$187.20
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	NOV-DEC CELLULAR SERVICE	\$55.20
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	WISCONSIN EMS ASSOCIATION	CORPORATE MEMBERSHIP RENEWAL	\$425.00
EXPENSE Descr AMBULANCE			\$985.86
EXPENSE Descr CEMETERY			
E 101-54910-365 BLDGS/GROUNDS MAINT EXPENSE	GROUNDS KEEPER, INC.	LANDSCAPE CEMETERY	\$4,990.00
EXPENSE Descr CEMETERY			\$4,990.00
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-840 PUBLIC WORKS EXPENSE	CAPITAL AUTOBODY LLC	PAINT TRUCK 19	\$3,185.00

Account Descr	Search Name	Comments	Amount
EXPENSE Descr CORPORATE RESERVE EXPENSES			\$3,185.00
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-719 EVENTS	HARTLAND AREA CHAMBER COMMERCE	HOLIDAY TRAIN EVENT SPONSORSHIP	\$500.00
EXPENSE Descr ECONOMIC DEVELOPMENT			\$500.00
EXPENSE Descr ELECTIONS			
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	JOURNAL COMMUNITY PUBL	ELECTION NOTICES	\$153.61
EXPENSE Descr ELECTIONS			\$153.61
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 101-53635-450 YARDWASTE	CREATIVE FENCE	GATE/FENCE REPAIR	\$1,690.00
E 101-53635-460 LANDSCAPE MANAGEMENT	EXECU PRINT	COPY LANDSCAPE PLANS	\$18.76
E 101-53635-450 YARDWASTE	PARTS HUT HARTLAND	WATER PUMP/LIFT HOSE	\$133.17
EXPENSE Descr ENVIRONMENTAL SERVICES			\$1,841.93
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	NOV FSA FEES	\$105.42
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$25.20
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE CHAIRS	\$449.00
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	MILEAGE	\$56.70
EXPENSE Descr FINANCIAL ADMINISTRATION			\$636.32
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	5 ALARM FIRE	AXE/SLEDGEHAMMER	\$365.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES	\$64.80
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	FLEMINGS FIRE 1, INC.	HELMET SHIELDS	\$503.89
E 101-52200-360 VEHICLE MAINT/EXPENSE	PARTS HUT HARTLAND	TRANSMISSION FILTER	\$6.92
E 101-52200-220 UTILITY SERVICES	U.S. CELLULAR	NOV-DEC CELLULAR SERVICE	\$55.20
EXPENSE Descr FIRE PROTECTION			\$995.81
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-210 LEGAL SERVICES	GODFREY & KAHN, S.C.	LEGAL FEES	\$216.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$15.18
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE CHAIRS	\$598.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PITNEY BOWES	INK	\$130.88
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	OCT LEGAL FEES	\$3,131.04
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY REGISTER OF DEEDS	OCT DOCUMENTS	\$30.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY REGISTER OF DEEDS	OCT DOCUMENTS	\$30.00
EXPENSE Descr GENERAL ADMINISTRATION			\$4,151.10
EXPENSE Descr INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	OCT PERMITS	\$13,333.36

Account Descr	Search Name	Comments	Amount
EXPENSE Descr INSPECTION			\$13,333.36
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AUDIO IMPLEMENTS/GKC	EARPIECE FOR RADIO	\$54.80
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AUDIO IMPLEMENTS/GKC	PALM MIC	\$121.80
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	LIGHT SWITCH PLATE/SHOP TOWELS	\$12.08
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	WRENCH SILI SPRAY	\$4.02
E 802-52100-300 OPERATING SUPPLIES/EXPENSES	BLAIRS TRUE VALUE	SUPPLIES FOR TEAM EQUIPMENT	\$21.37
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COMPETITOR AWARDS & ENGRAVING	RETIREMENT PLAQUE	\$80.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	DOBBERLIN, VIKI	REIMBURSE CAKE/WATER FOR SWEARING IN CEREMO	\$23.18
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EMBLEM ENTERPRISES INC	RIGHT/LEFT FACING POLICE PATCH	\$794.70
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	FORMS	\$172.26
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	INTERIOR DETAILING SQ 4	\$107.96
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	MOUNT/BALANCE SNOW TIRES ON SQ 5	\$124.17
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HARTLAND SERVICE INC	WELD TRAILER STAND	\$174.63
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE/KITCHEN SUPPLIES	\$141.16
E 802-52100-300 OPERATING SUPPLIES/EXPENSES	JOHNSON, JEREMIAH	REIMBURSE FOR SUPPLIES	\$78.58
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TIME	\$1,134.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	PARTS HUT HARTLAND	SQUAD HEADLAMP BULBS	\$3.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	SANTELLA, NOIRA	REIMBURSE RETIREMENT PARTY SUPPLIES	\$40.96
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	LESS LETHAL AMMUNITION	\$112.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	GAS MASKS	\$367.99
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	SHIPPING CHARGE	\$40.62
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	OCT PRISONER HOUSING	\$49.86
EXPENSE Descr LAW ENFORCEMENT			\$3,659.14
EXPENSE Descr LAWN ST (NIXON TO CHURCH)			
E 401-70415-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION SERVICES	\$1,000.00
EXPENSE Descr LAWN ST (NIXON TO CHURCH)			\$1,000.00
EXPENSE Descr LIBRARY			
E 101-55110-255 BLDGS/GROUNDS	ALL WASHED UP WINDOW CLEANING	WINDOW CLEANING	\$750.00
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOK	\$6.29
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$139.96
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOK	\$16.23
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$78.39
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	BOOKS	\$47.03
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L033027 2)	LARGE PRINT	\$17.36
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L539676 2)	BOOKS	\$274.99
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$74.41
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOK	\$11.19
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$18.86
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOKS	\$125.38

Account Descr	Search Name	Comments	Amount
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOK	\$10.63
E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR (L676958 2)	BOOK	\$29.32
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	CHILDRENS AUDIOBOOK	\$29.98
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	ADULT AUDIOBOOK	\$8.99
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	ADULT AUDIOBOOKS	\$92.96
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	TAPE	\$105.53
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$380.85
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$389.96
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	BOOK COVERS	\$71.50
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	BOOK COVERS	\$53.24
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	BOOK COVERS	\$396.11
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	CHILDRENS MUSIC/DVDS	\$56.65
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINT	\$21.75
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK/LARGE PRINT	\$55.50
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$96.91
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOK	\$99.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	DEC LEASE	\$77.31
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	DEC LEASE	\$76.35
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV ELECTRIC	\$2,090.08
E 101-55110-255 BLDGS/GROUNDS	WIL-KIL	CONTRACT	\$100.00
EXPENSE Descr LIBRARY			\$5,802.71
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$110.65
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$96.91
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV ELECTRIC	\$1,469.86
EXPENSE Descr MUNICIPAL BUILDING			\$1,677.42
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FRONTIER FS MAPLETON	SPRAY BASEBALL INFIELDS	\$696.24
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FRONTIER FS MAPLETON	BALL DIAMOND CHALK	\$307.20
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	PENBROOK RESTROOMS	\$150.00
EXPENSE Descr PARKS			\$1,153.44
EXPENSE Descr PUBLIC WORKS			
E 101-53000-235 STREET SWEEPING	ADVANCED DISPOSAL SERVICES	STREET SWEEPING	\$2,439.97
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FILTER/FUEL WATER SEPERATOR	\$59.29
E 101-53000-360 VEHICLE MAINT/EXPENSE	CROSSROADS TRUCK REPAIR	REPAIR BRAKES/INSTALL CENTER SUPPORT BEARING	\$703.30
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$861.94
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$532.91
E 101-53000-180 OTHER BENEFITS	FELKNER, DAVID	REIMBURSE SWEATSHIRT/HAT	\$74.98
E 101-53000-410 STREETS GEN MAINT	HOME DEPOT	QUICK CRETE/STRETCH WRAP	\$289.37
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE CHAIRS	\$100.00

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	INTERSTATE BATTERIES	BATTERIES	\$695.44
E 101-53000-410 STREETS GEN MAINT	LANGE ENTERPRISES INC	NO PARKING SIGNS	\$55.76
E 101-53000-360 VEHICLE MAINT/EXPENSE	MADISON TRUCK EQUIPMENT	SPREADER MOTOR/SPINNER MOTOR	\$1,141.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	MILLER-BRADFORD RISBERG INC	BRAKE PRESSURE SWITCH	\$384.51
E 101-53000-360 VEHICLE MAINT/EXPENSE	MILWAUKEE TRUCK SALES INC	PUMP CAP #28	\$1,919.88
E 101-53000-360 VEHICLE MAINT/EXPENSE	MILWAUKEE TRUCK SALES INC	FILTERS	\$192.14
E 101-53000-360 VEHICLE MAINT/EXPENSE	PARTS HUT HARTLAND	FUSE	\$1.23
E 101-53000-360 VEHICLE MAINT/EXPENSE	PARTS HUT HARTLAND	TRUCK FENDER MOUNTS	\$69.26
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$177.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GIS MAINTENANCE	\$175.00
E 101-53000-180 OTHER BENEFITS	SCHLAFER, JAKE	REIMBURSE CLOTHING ALLOWANCE	\$200.00
E 101-53000-235 STREET SWEEPING	STRIETER FARM TRUCK SERVICE	HAUL SWEEPINGS	\$712.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	BRAKE LIGHT SWITCH #32	\$21.68
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	NOV-DEC CELLULAR SERVICE	\$99.60
EXPENSE Descr PUBLIC WORKS			\$10,906.76
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HEINRITZ, HANNAH	BEEKEEPING FOR AFTER SCHOOL PROGRAM	\$75.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE CHAIRS	\$448.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	OPEN ART STUDIO	\$24.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	GLASS FUSING	\$20.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY MARTIAL ARTS	BABYSITTING BASICS	\$492.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OSBORNE, SHEILA RAE	LOOKING BETTER FOR LESS	\$125.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OSBORNE, SHEILA RAE	SECRETS OF AGELESS SKIN	\$275.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SPRECHER, MARIA	MARCH QIGONG PUNCH CARDS	\$128.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	TOMAN, JULIE	MUG MEALS CLASS	\$65.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	NOV-DEC CELLULAR SERVICE	\$46.79
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$1,699.59
EXPENSE Descr RENSON RD (NIXON - CIRCLE)			
E 401-70045-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION SERVICES	\$1,031.70
EXPENSE Descr RENSON RD (NIXON - CIRCLE)			\$1,031.70
EXPENSE Descr SEWER SERVICE			
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	NOV FEES	\$69,451.63
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	NOV FSA FEES	\$16.21
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE CHAIR	\$99.00
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	RITWAY BUSINESS FORMS	DISCONNECT NOTICE/SHIPPING	\$77.72
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	U.S. CELLULAR	NOV-DEC CELLULAR SERVICE	\$99.61
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	WINDOW ENVELOPES	\$50.00
EXPENSE Descr SEWER SERVICE			\$69,794.17
EXPENSE Descr STORM WATER MGMT PLAN			

Account Descr	Search Name	Comments	Amount
E 401-74097-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	STORM WATER PERMIT COMPLIANCE	\$19,194.70
EXPENSE Descr STORM WATER MGMT PLAN			\$19,194.70
EXPENSE Descr TRUSTEES			
E 101-51100-305 EXPENSES-OTHER	MERTON, TOWN OF	MURPHY ANNEXATION	\$817.79
E 101-51100-305 EXPENSES-OTHER	MERTON, TOWN OF	LONGMEADOW ANNEXATION	\$120.50
E 101-51100-305 EXPENSES-OTHER	MERTON, TOWN OF	VILTER ANNEXATION	\$51.65
EXPENSE Descr TRUSTEES			\$989.94
EXPENSE Descr WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	NOV FSA FEES	\$40.55
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	HACH COMPANY	CHLORINE TESTER/SQUARE GLASS	\$326.14
E 620-53700-651 MAINTENANCE OF MAINS	HD SUPPLY WATERWORKS, LTD	CURB STOP COVERS/SEWER PIPE	\$961.02
E 620-53700-921 OFFICE SUPPLIES & EXPENSES	INTER OFFICE PRODUCTS INC	OFFICE CHAIRS	\$100.00
E 620-53700-674 METERS	MIDWEST METER INC	METERS	\$512.56
E 620-53700-923 OUTSIDE SERVICES	PUBLIC SERVICE COMMISSION	RATE CASE	\$130.71
E 620-53700-903 CUSTOMER ACCTS - SUPPLIES/EXP	RITWAY BUSINESS FORMS	DISCONNECT NOTICE/SHIPPING	\$77.71
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	WELL CHLORINATORS	\$1,517.00
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	GIS MAINTENANCE	\$35.00
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	U.S. CELLULAR	NOV-DEC CELLULAR SERVICE	\$99.61
E 620-53700-933 TRANSPORTATION EXPENSES	VAN HORN FORD	REPAIR STEERING COLUMN/TIRE PRESSURE SENSOR	\$352.43
E 620-53700-903 CUSTOMER ACCTS - SUPPLIES/EXP	VILLAGE GRAPHICS	WINDOW ENVELOPES	\$49.99
E 620-53700-930 MISC GENERAL EXPENSES	WI DEPT OF NATURAL RESOURCES	MUNICIPAL WATER SUPPLY OPERATOR RENEWAL/GER	\$45.00
EXPENSE Descr WATER UTILITY			\$4,247.72
			\$177,028.69

**VILLAGE OF HARTLAND
LICENSES AND PERMITS
NOVEMBER 28, 2016**

Bartender (Operator's) License – expires June 30, 2018

Anna Maria Arndorfer
Debra C. Dewar



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

APPLICATION FOR
 PLAN COMMISSION

\$300 PLAN REVIEW FEE DUE AT TIME OF APPLICATION

Project Description 4,541 sq ft Warehouse Addition			
Proposed Use Warehouse		No. of Employees 2	
Project Location 475 CARDINAL LN HARTLAND, WI 53209			
Project Name Blue Ribbon Flooring Addition			
Owner Dave Smith		Phone 262-367-2100	
Address 475 CARDINAL LN		City Hartland	State WI Zip 53209
Engineer/Architect PSE General		Phone 262-361-3661	FAX
Address 215 E. Wisconsin Ave.		City NASHOTAH	State WI Zip 53058
Contact Person	Phone	FAX	E-mail
Matt Orval	920-988-2738	262-367-7390	Matt@PSEGeneral.com

The Plan Commission meets on the third Monday of the Month at 7:00 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

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

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

Four (4) sets of bound site plans and ten (10) sets of reduced site plans (11" x 17") copy must be submitted showing the following existing and proposed information:

- > Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- > Scale and north arrow
- > All structures (include building elevations and height)
- > Drainage and grades (include design calculations for drainage)
- > Storm Water Management Plan
- > Utilities and easements (sewer, water, storm etc.)
- > Calculation of lot coverage
- > Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
- > Grading and erosion control
- > Landscaping, including a Tree Protection Plan
- > Exterior lighting details
- > Exterior HVAC equipment location
- > Dumpster location (screening required)
- > Street right-of-way
- > Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

Date Applied:	Date of Meeting:	Return Comments by:
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FEATURES & SPECIFICATIONS

PRODUCT OVERVIEW

Building-mounted light for entrances, stairwells, corridors and other pedestrian areas.

Non-cutoff, and cutoff configurations.

CONSTRUCTION

Rugged, corrosion-resistant, die-cast aluminum back housing and hinged door frame. Castings are sealed with a one-piece gasket to inhibit the entrance of contaminants.

Dark bronze housing configured for mounting directly over a standard 4" outlet box or for surface wiring via any of three convenient 1/2" threaded conduit entry hubs. Anodized aluminum reflector.

ELECTRICAL SYSTEM

Ballast — Quad-tap, pulse start, 100% factory-tested, high power factor for 250W MH and 400W MH. Meets or exceeds the minimum efficiency required by the Energy Independence and Security Act of 2007 (EISA). Quad-tap, high-reactance, high power factor ballast for 150W.

Socket — Mogul-base socket for 250W and 400W MH. Medium-base socket for 150W.

LISTINGS

Listed and labeled to UL standards for wet locations.

25°C maximum ambient temperature.

WARRANTY

Fixtures are covered by Lithonia Lighting 24-month warranty against mechanical defects in manufacture.

Note: Specifications subject to change without notice.

Catalog Number
Notes
Type

Contractor Select

Building Mounted

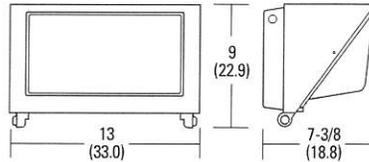


TWR1

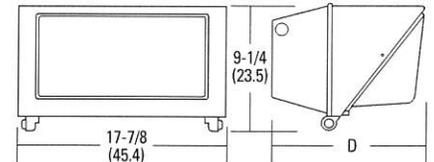


TWR2C

150-400W

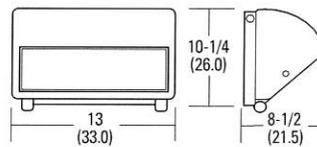


TWR1

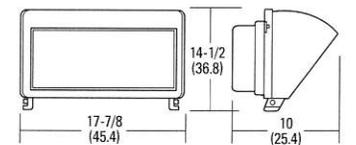


250W 400W
Depth: 9-3/8 (23.8) 12-1/2 (31.8)

TWR2



TWR1C



TWR2C

All dimensions are inches (centimeters).

ORDERING INFORMATION

Catalog Number	UPC	Description	Wattage	Lamp Source	Voltage	Finish	Lamp Included	Approx. Weight (lbs)	Pallet Qty	Standard Carton Qty
TWR1 150M TB LPI	745975146000	Non-cutoff	150	MH	120/208/240/277	Dark bronze	Y	18	36	1
TWR1 150STB LPI	784231137017	Non-cutoff	150	HPS	120/208/240/277	Dark bronze	Y	18	36	1
TWR1C 150M TB LPI	745975151004	Cutoff	150	MH	120/208/240/277	Dark bronze	Y	18	32	1
TWR2 250M TB SCWA LPI	745975145324	Non-cutoff	250 ¹	MH	120/208/240/277	Dark bronze	Y	26	24	1
TWR2C 250M TB SCWA LPI	745975145379	Cutoff	250 ¹	MH	120/208/240/277	Dark bronze	Y	21	16	1
TWR2 400M TB SCWA LPI	745975145348	Non-cutoff	400 ¹	MH	120/208/240/277	Dark bronze	Y	31	24	1
TWR2C 400M TB SCWA LPI	745975145423	Cutoff	400 ¹	MH	120/208/240/277	Dark bronze	Y	25	16	1

Notes

¹ These wattages do not comply with California Title20 regulations.



MSI GENERAL CORP.
P.O. BOX. 7
OCONOMOWOC, WI 53071
PHONE: 262-367-3661
FAX: 262-367-7390

WWW.MSIGENERAL.COM
SINGLE SOURCE RESPONSIBILITY

REVISIONS:

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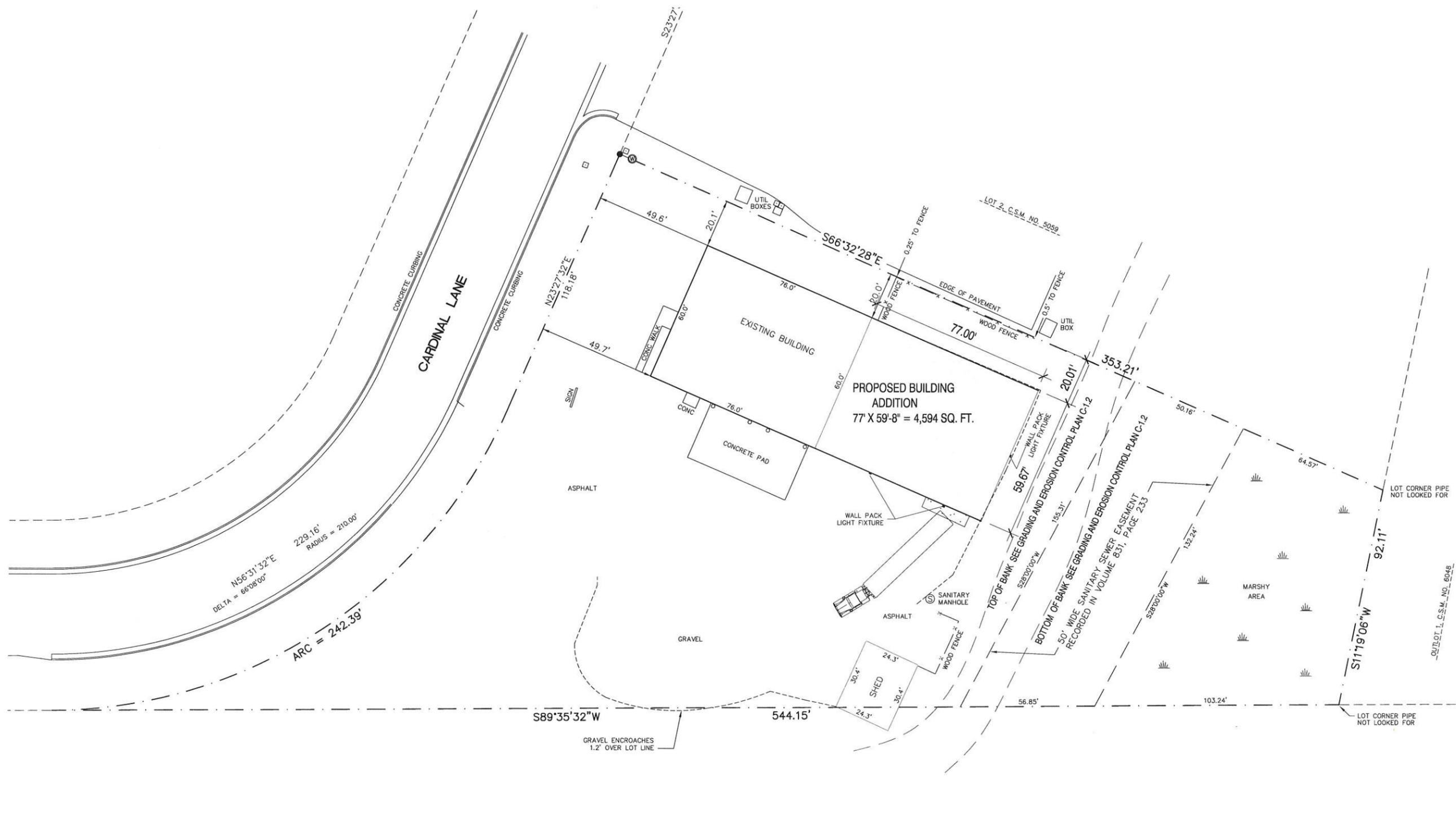
PROJECT ADDRESS:

Bule Ribbon Flooring
Cardinal Lane
Hartland WI

ALL WORK TO BE COMPLETED AS SHOWN
ACCORDANCE WITH THE LATEST EDITION
MSI GENERAL MASTER SPECIFICATIONS

10-28-2016 Tony Zull

SITE PLAN
1-101
P-11658



SITE PLAN SCALE 1"=30'
EXISTING BUILDING = 4,500 SQ.FT.
BUILDING ADDITION = 4,594 SQ.FT.
TOTAL BUILDING AREA = 9,094 SQ.FT.

REFERENCE KEYNOTES													
Division 01- General		Division 03- Concrete		Division 04- Masonry		Division 05- Metals		Division 07- Thermal and Moisture Protection		Division 08- Doors and Windows		Division 09- Finishes	
(1) 20 LB PRECAST LVE LOAD(0310)	(1) CONCRETE OVERPOUR HOLD FLOORING WALL W/ REINFORCING FLOOR(0308 & 0309)	(1) 4 STAIRWELL CONCRETE MASONRY UNIT(0402)	(1) 8 DIA CONCRETE FILLED PIPE BOLLARD SET IN 30" DIA CONC MASS (0500, 0610 & 0600)	(1) PERIMETER INSULATION(0700)	(1) BRICKSTONE INSULATED LOW E GLASS(0810 0800)	(1) 20 LB PRECAST LVE LOAD(0310)	(2) 8" STAIRWELL CONCRETE MASONRY UNIT(0403)	(2) PERITE LOOSE FILL INSULATION IN CORES OF BLOCK(0700)	(2) BRICKSTONE INSULATED LOW E GLASS(0810 0800)	(2) SUSPENDED CEILING SYSTEM(0910)	(1) 100 LB PRECAST LVE LOAD(0310)	(2) METAL SOFFIT PANEL	
(2) 8 LB PRECAST LVE LOAD(0310)	(2) 4 POURED CONCRETE FLOOR W/ 4" STONE & 2" B. LIFT(0200, 0300)	(2) 12 STAIRWELL CONCRETE MASONRY UNIT(0403)	(2) 20 GAGE METAL DECK, BAR JOISTS AND FRUITS GUSERS (0510, 0520, 0530 & 0700)	(2) EPDM BALLASTED ROOF SYSTEM W/ 1" EPS INSULATION + 3/8" EPS INSULATION (0700)	(2) CLEAR INSULATED LOW E GLASS(0810 0800)	(3) 100 LB PRECAST LVE LOAD(0310)	(3) 8" POURED CONCRETE FLOOR W/ 4" STONE & 2" B. LIFT(0200, 0300)	(3) EPDM BALLASTED ROOF SYSTEM W/ 1" EPS INSULATION + 3/8" EPS INSULATION (0700)	(3) BRICKSTONE ANODIZED ALUMINUM THERMAL BREAK FRAMING(0810)	(3) FLAG POLE	(4) 125 LB PRECAST LVE LOAD(0310)	(3) METAL SOFFIT PANEL	
(4) 125 LB PRECAST LVE LOAD(0310)	(4) 8" POURED CONCRETE FLOOR W/ 4" STONE & 2" B. LIFT(0200, 0300)	(4) 8" POURED CONCRETE FLOOR W/ 4" STONE & 2" B. LIFT(0200, 0300)	(4) METAL STRAP UNIT W/ 1/4" STRUT TRENDS CLOSED RISE(0500)	(4) 24 GAGE CONICAL FASTENER METAL ROOF PANEL	(4) CLEAR ANODIZED ALUMINUM THERMAL BREAK FRAMING(0810)	(5) 150 LB PRECAST LVE LOAD(0310)	(5) CONCRETE FILL METAL PAN STRAP UNIT W/ CLOSED RISE(0500, 0500)	(4) 24 GAGE SIDE LAP FASTENER METAL ROOF OR WALL PANEL(0710)	(4) CLEAR ANODIZED ALUMINUM THERMAL BREAK FRAMING(0810)	(4) MONUMENT SIGN	(200 LB PRECAST LVE LOAD(0310)	(4) CHIMNEY ENCLOSURE	
(5) 150 LB PRECAST LVE LOAD(0310)	(5) CONCRETE REPAIR W/ 808 #10 #10 W/ F (0200)	(5) CONCRETE REPAIR W/ 808 #10 #10 W/ F (0200)	(5) CONCRETE FILLED METAL PAN STRAP UNIT W/ CLOSED RISE(0500, 0500)	(5) 1 1/2" DIA METAL RAILING(0500)	(5) 1/4" BORNEOED LITE	(6) 250 LB PRECAST LVE LOAD(0310)	(6) CONCRETE REPAIR W/ 808 #10 #10 W/ F (0200)	(5) 24 GAGE SQUARE STEELX METAL WALL PANEL	(5) 1/4" BORNEOED LITE	(5) ROOF HATCH AND LADDER			
	(6) CONCRETE REPAIR W/ FIBER MESH REINFORCING(0200)	(6) CONCRETE REPAIR W/ FIBER MESH REINFORCING(0200)	(6) CONCRETE BRICK UNITS(0400)				(6) CONCRETE REPAIR W/ FIBER MESH REINFORCING(0200)	(6) CONCRETE BRICK UNITS(0400)					
	(7) EXPANSION JOINT MATERIAL(0300)	(7) CONCRETE TOPPING REPAIR W/ FIBER MESH REINFORCING(0200)	(7) CONCRETE BRICK UNITS(0400)	Division 06- Woods and Plastics			(8) CONCRETE REPAIR W/ FIBER MESH REINFORCING(0200)	(8) CONCRETE BRICK UNITS(0400)	(7) 20 GAGE FINISHED METAL LINER PANEL				
			(8) CONCRETE BRICK UNITS(0400)	(1) PLASTIC LAMINATE WINDOW SILLING(0610)	(1) 20 GAGE FINISHED METAL LINER PANEL		(8) CONCRETE BRICK UNITS(0400)	(8) CONCRETE BRICK UNITS(0400)	(8) 3 VINYL FACED BLANKET INSULATION(0700)				
			(9) FACE BRICK(0400)	(2) PLASTIC LAMINATE COUNTERTOP AND BASE CABINET(0610, 0620, 0630)	(2) 4 VINYL FACED BLANKET INSULATION(0700)		(9) PRECAST PLANK(0310)	(9) FACE BRICK(0400)	(4) VINYL FACED BLANKET INSULATION(0700)				
			(10) PRECAST PLANK(0310)	(3) PLASTIC LAMINATE WALL CABINET(0610, 0620, 0630)	(3) FRITCON RTT INSULATION(0700)		(11) PRECAST PLANK(0310)	(10) PRECAST PLANK(0310)	(3) FRITCON RTT INSULATION(0700)				
			(12) PRECAST PLANK(0310)	(4) CONCRETE FILLED BOSS BEAM REPAIR W/ 2 #5 BARS CONC AND LAPPED (0500, 0500)	(4) EPS EXTERIOR INSULATION FINISH SYSTEM(0710, 0710)		(13) PRECAST PLANK(0310)	(12) PRECAST PLANK(0310)	(4) EPS EXTERIOR INSULATION FINISH SYSTEM(0710, 0710)				
			(13) CONCRETE FILLED BOSS BEAM REPAIR W/ 2 #5 BARS CONC AND LAPPED (0500, 0500)	(14) CONCRETE FILLED BOSS BEAM REPAIR W/ 2 #5 BARS CONC AND LAPPED (0500, 0500)			(14) CONCRETE FILLED BOSS BEAM REPAIR W/ 2 #5 BARS CONC AND LAPPED (0500, 0500)	(14) CONCRETE FILLED BOSS BEAM REPAIR W/ 2 #5 BARS CONC AND LAPPED (0500, 0500)					

SITE PLAN 1" = 20'-0"

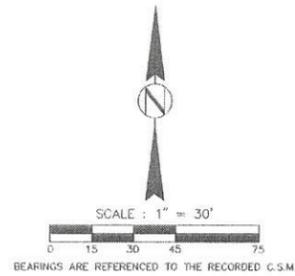
PLAT OF SURVEY

BEING ALL OF LOT 3 OF C.S.M. NO. 5059, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 3, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

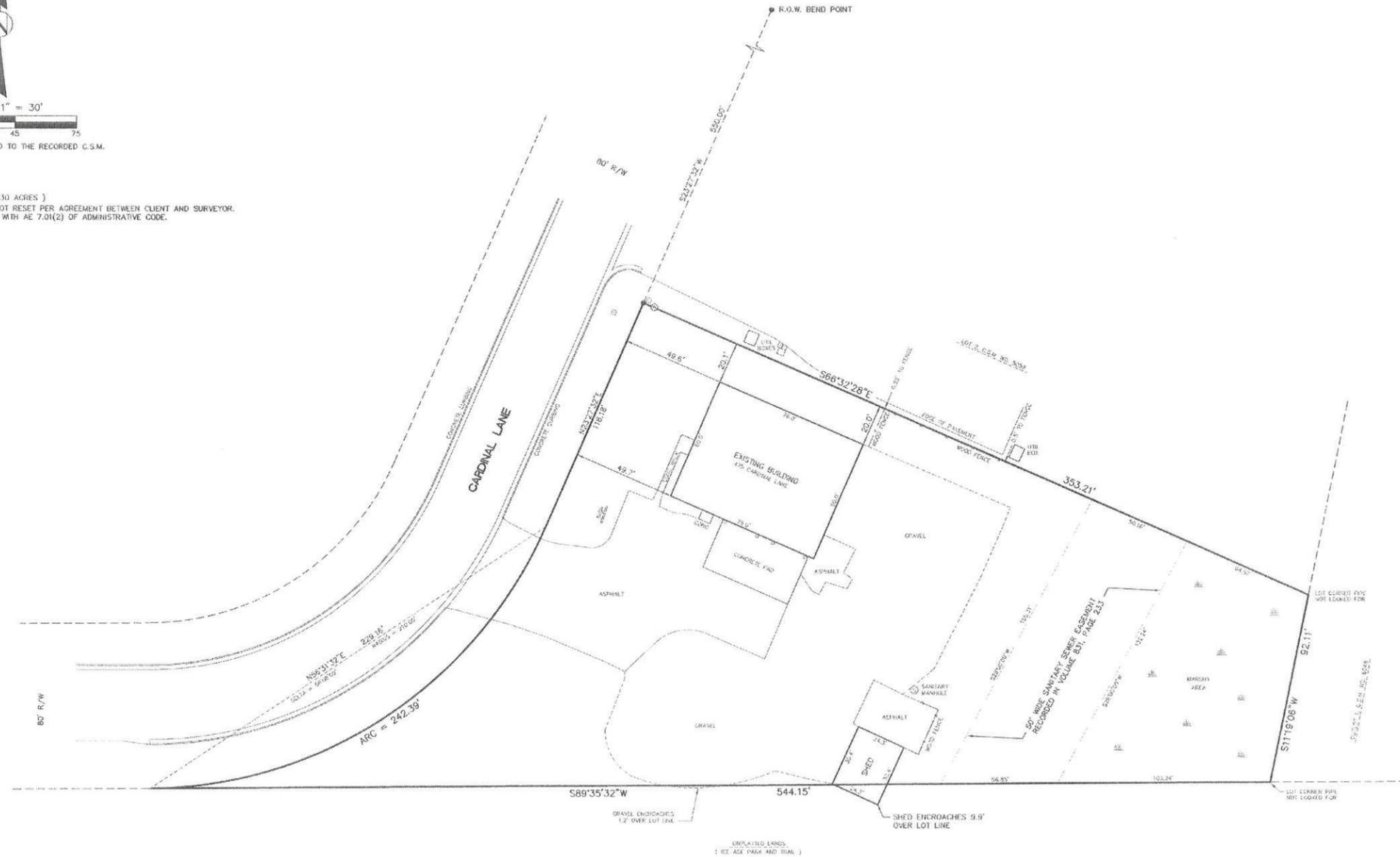
SURVEYOR
 MARK A. POWERS, PLS 1701
 LAKE COUNTRY ENGINEERING, INC.
 970 S. SILVER LAKE ST., SUITE 105
 OCONOMOWOC, WI. 53066
 (262)569-9331

SURVEY FOR
 BLUE RIBBON FLOORING
 475 CARDINAL LANE
 HARTLAND, WI. 53029

LEGEND
 ● - 1.25" DIA. IRON PIPE FOUND
 ○ - BOLLARD
 □ - UTILITY BOX
 ⊕ - WATER SHUTOFF



- GENERAL NOTES:
- 1) TOTAL LOT AREA = 66,652 SQ. FT. (1.530 ACRES)
 - 2) THE MISSING LOT CORNER IRONS WERE NOT RESET PER AGREEMENT BETWEEN CLIENT AND SURVEYOR. SIGNED WAIVER ON FILE IN ACCORDANCE WITH AE 7.01(2) OF ADMINISTRATIVE CODE.



SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY.
 THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

LAKE COUNTRY ENGINEERING	
W359 N5920 BROWN STREET, OCONOMOWOC, WI. 53	
PHONE: (262)569-9331	
REVISION DATE	COMMENTS
PLAT OF SURVEY	
FOR: BLUE RIBBON FLOORING AT: 475 CARDINAL LANE IN: SE 1/4 OF SECTION 3	
SCALE: 1" = 30'	PROJECT
DRAFTED BY: M.A.P.	DATE: 10/11/16
CHECKED BY: M.A.P.	SHEET NO.

CONSTRUCT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE WISCONSIN DNR'S STORM WATER CONSTRUCTION AND POST-CONSTRUCTION TECHNICAL STANDARDS.

LOT SIZE ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE MONITORED DAILY FOR STABILITY AND OPERATION AND REPORTED AT LEAST ONCE PER WEEK AND FOLLOWING EVERY 0.5" RAINFALL.

ALL INLET PROTECTION TO CONFORM TO EITHER WDOT PAL LIST OR WDNR T.S. 1068

DUST CONTROL TO FOLLOW WDNR T.S. 1068

ALL RESTORATION TO BE IN ACCORDANCE WITH WDNR'S CONSERVATION PRACTICE STD 1059. CUT AND FILL SLOPES WILL BE 3:1 OR FLATTER OUTSIDE ROAD RIGHT OF WAY & 4:1 OR FLATTER WITHIN ROAD RIGHT OF WAY.

RESTORATION TO BE TOP SOILED (6" MIN), (IF GRADED), SEEDED, FERTILIZED, AND MULCHED UNLESS OTHERWISE NOTED. ON SLOPES 4:1 OR STEEPER CLASS I TYPE B (WISDOT PAL) EROSION MAT REQUIRED.

IF THE SITE OR PORTIONS OF THE SITE ARE TO REMAIN INACTIVE FOR GREATER THAN 7 DAYS TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING OR MULCHING SHALL BE TAKEN WITHIN 7 DAYS FROM THE SITE BEING LEFT INACTIVE.

LATE SEASON STABILIZATION BETWEEN OCTOBER 15TH AND NOVEMBER 15TH

i SEEDING RATE: PERENNIAL SEED MIX RATE MUST BE APPLIED AT 1.5 x THE WISDOT SECTION 630 RATES AND MUST INCLUDE A MINIMUM OF 2 LBS PER 1000 SQ.FT. OF TEMPORARY COVER (IE WINTER WHEAT OR ANNUAL RYE GRASS FOR FALL PLANTINGS).

ii EROSION CONTROL: IN ADDITION TO APPLYING TOPSOIL THE ABOVE NOTED SEED MIX AND STARTER FERTILIZER, THE FOLLOWING ARE MINIMUM REQUIREMENTS FOR STABILIZING SITES DURING THIS PERIOD. APPROVED EROSION CONTROL PLANS MAY BE MORE RESTRICTIVE.

1. CHANNEL FLOW AND BACKSLOPES: APPLY STAKED PAL CLASS 3 TYPE A EROSION MATTING THE ENTIRE CHANNEL AND ALL BACKSLOPES.
2. OTHER AREAS: APPLY TYPE A SOIL STABILIZER FROM THE PAL TO ALL OTHER DISTURBED AREAS THAT REMAIN EXPOSED. CLASS 3 TYPE A EROSION MATTING WITH TYPE B SOIL STABILIZER UNDER IT IS ACCEPTABLE.
3. INFALLS / OUTFALLS INSTALL SOD PADS (2 ROLLS) AT ALL CULVERT OUTFALLS, AND OTHER HIGH-EROSION LOCATIONS IN ACCORDANCE WITH DNR STANDARDS.

iii MAINTENANCE: INSPECT ALL SEEDED AREAS WEEKLY. ENSURE ADEQUATE WATER IS PROVIDED UNTIL FULL TEMPORARY COVER IS OBTAINED, AND REPAIR ANY EROSION PROBLEMS, WASHOUTS, ETC.

SEED TYPE TO BE TURF TYPE. RATE TO BE APPLIED PER MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFIED ON PLANS.

CONTRACTOR TO FOLLOW STANDARD PROCEDURES FOR SPILL PREVENTION AND RESPONSE

ALL WORK IN VILLAGE ROW AND/ OR EASEMENTS TO BE INSTALLED PER VILLAGE OF HARTLAND STANDARD SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO SIDEWALK INSTALLATION, CURB AND GUTTER REMOVAL AND INSTALLATION, UTILITY INSTALLATION, AND PAVEMENT RESTORATION.

UTILITY WORK IN ROADWAY
ALL PAVEMENT TO BE SAW CUT AND REPLACED IN KIND PER VILLAGE STANDARDS

ALL UTILITY WORK TO BE INSTALLED THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN LATEST EDITION, AND VILLAGE OF HARTLAND STANDARD SPECIFICATIONS

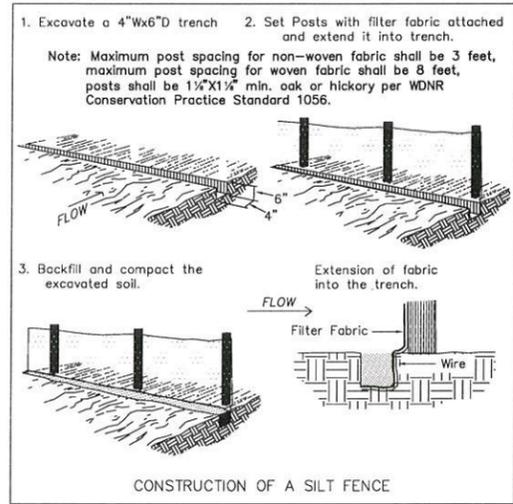
GRADING AND PAVING PER STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION LATEST EDITION

PROOF-ROLLING SHALL BE COMPLETED IN PARKING LOT AND DRIVES PRIOR TO PLACING SUB-BASE

SITE CALCULATIONS

LOT SIZE	66,652 SQ.FT. (1.530 AC.)
EXISTING BUILDINGS -	5,603 SQ.FT. (0.128 AC.)
PROPOSED BUILDING -	4,620 SQ.FT.
TOTAL BUILDING -	10,223 SQ.FT. (0.234 AC.)
EXISTING IMPERVIOUS -	29,327 SQ.FT. (0.67 AC.)
EXISTING GREEN SPACE -	37,383 SQ.FT. (0.86 AC.)
PROPOSED IMPERVIOUS -	29,269 SQ.FT. (0.67 AC.) (43.9%)
PROPOSED GREEN SPACE -	37,383 SQ.FT. (0.86 AC.) (56.1%)

NOTE: WITH THE IMPERVIOUS SURFACE NOT CHANGING AND ADDING MORE BUILDING AND HAVING LESS DRIVE / PARKING THERE IS NO NEED FOR A STORM WATER MANAGEMENT BMP ON THIS DEVELOPMENT.



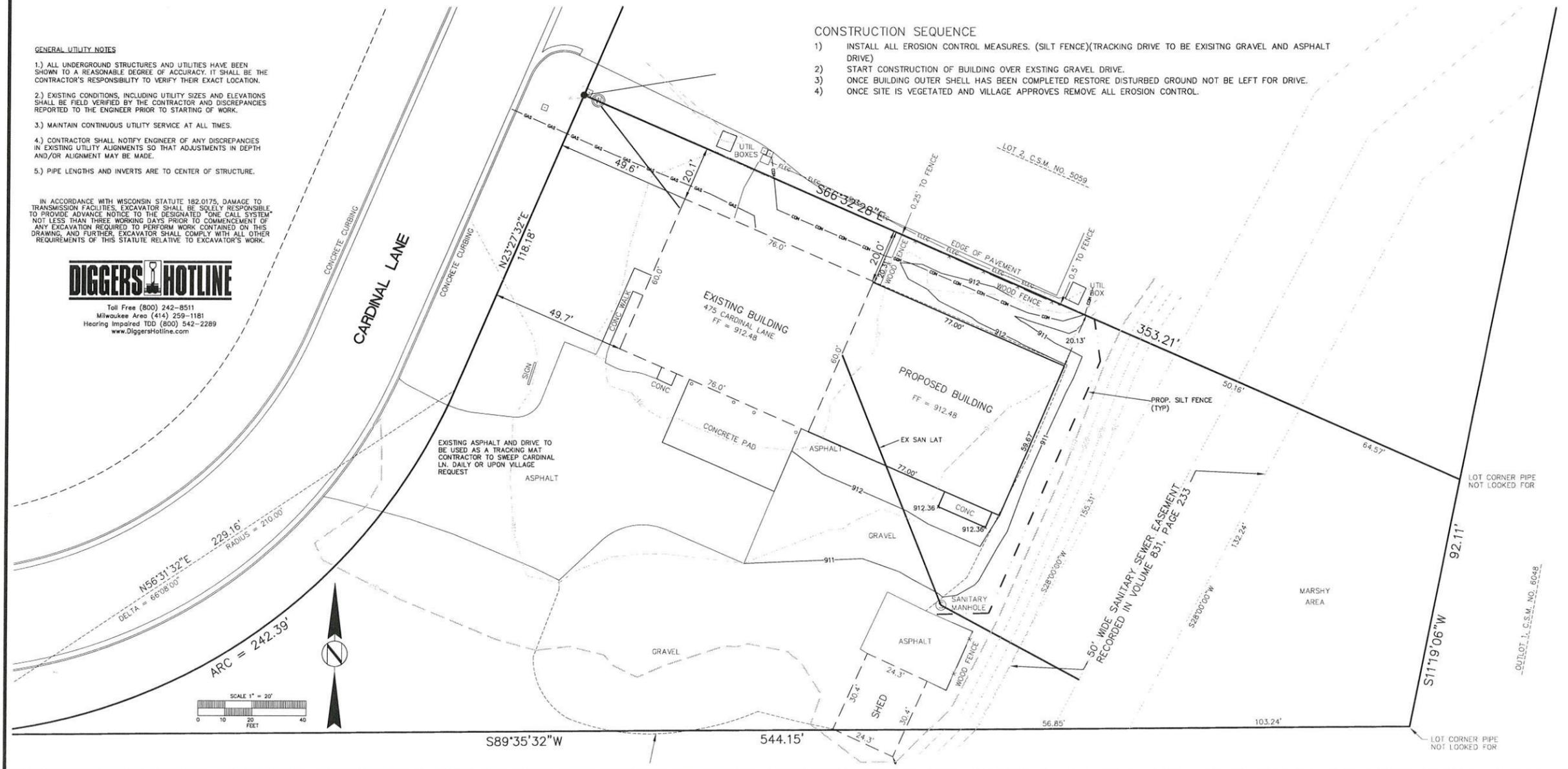
- CONSTRUCTION SEQUENCE**
- 1) INSTALL ALL EROSION CONTROL MEASURES. (SILT FENCE)(TRACKING DRIVE TO BE EXISTING GRAVEL AND ASPHALT DRIVE)
 - 2) START CONSTRUCTION OF BUILDING OVER EXISTING GRAVEL DRIVE.
 - 3) ONCE BUILDING OUTER SHELL HAS BEEN COMPLETED RESTORE DISTURBED GROUND NOT BE LEFT FOR DRIVE.
 - 4) ONCE SITE IS VEGETATED AND VILLAGE APPROVES REMOVE ALL EROSION CONTROL.

- GENERAL UTILITY NOTES**
- 1.) ALL UNDERGROUND STRUCTURES AND UTILITIES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION.
 - 2.) EXISTING CONDITIONS, INCLUDING UTILITY SIZES AND ELEVATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND DISCREPANCIES REPORTED TO THE ENGINEER PRIOR TO STARTING OF WORK.
 - 3.) MAINTAIN CONTINUOUS UTILITY SERVICE AT ALL TIMES.
 - 4.) CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES IN EXISTING UTILITY ALIGNMENTS SO THAT ADJUSTMENTS IN DEPTH AND/OR ALIGNMENT MAY BE MADE.
 - 5.) PIPE LENGTHS AND INVERTS ARE TO CENTER OF STRUCTURE.

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THIS DRAWING, AND FURTHER EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

DIGGERS HOTLINE

Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com





MSI GENERAL CORP
P.O. BOX 7
OCONOMOWOC, WI
PHONE: 262-367-3661
FAX: 262-367-7390

WWW.MSIGENERAL.COM
SINGLE SOURCE RESPONSIBILITY

REVISIONS:

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PROJECT ADDRESS:

Bule Ribbon Flooring
Cardinal Lane
Hartland WI

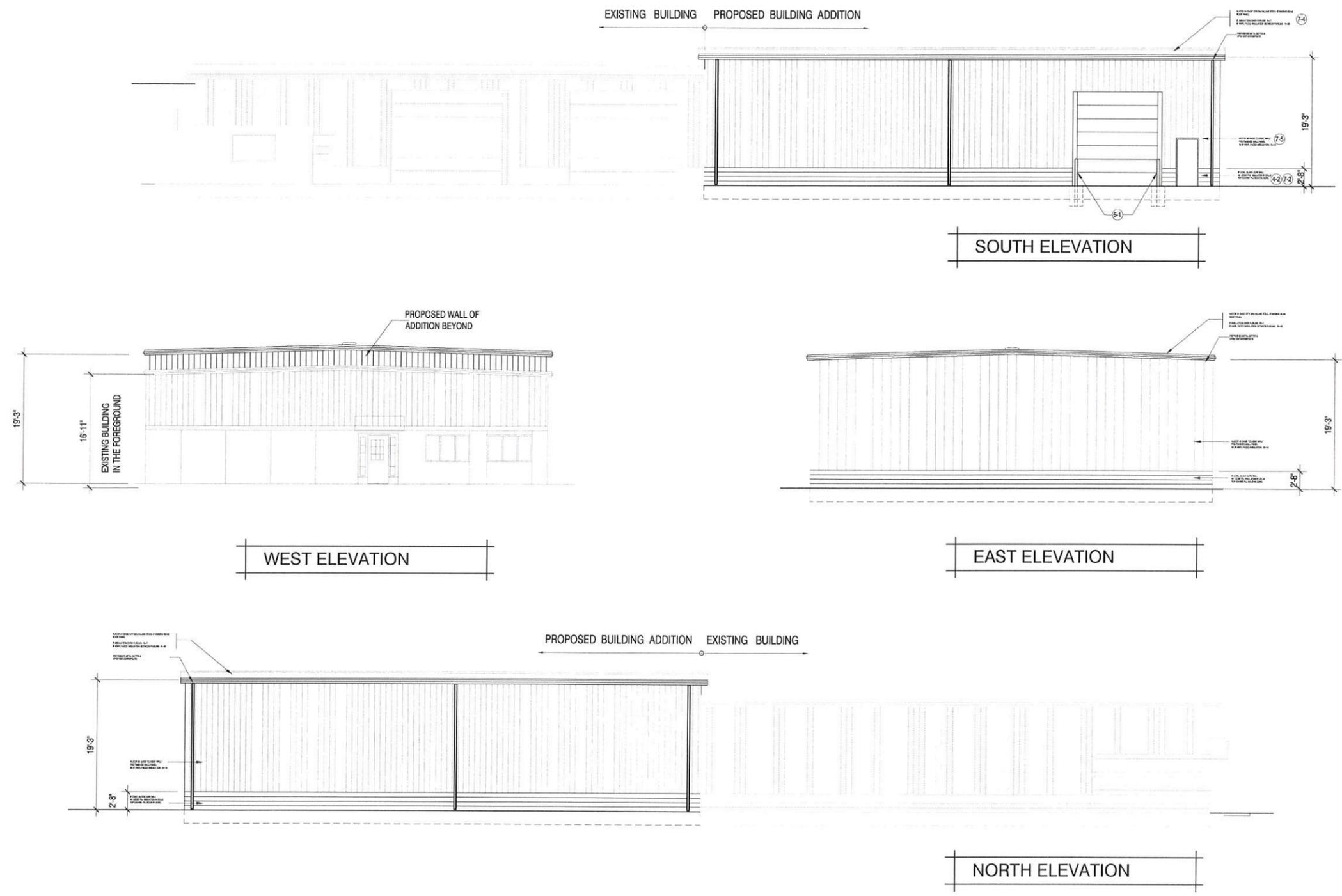
ALL WORK TO BE COMPLETED AS SHOWN
IN ACCORDANCE WITH THE LATEST EDITION
OF THE MSI GENERAL MASTER SPECIFICATIONS

10-28-2016 Tony Zul

EXTERIOR ELEVATIONS

A-201

P-11658



Division 01- General	Division 03- Concrete	Division 04- Masonry	Division 05- Metals	Division 07- Thermal and Moisture Protection	Division 08- Doors and Windows	Division 09- Finishes
1. 5/8" RECAST LIME... 2. 1/2" RECAST LIME... 3. 1/2" RECAST LIME... 4. 1/2" RECAST LIME... 5. 1/2" RECAST LIME... 6. 1/2" RECAST LIME...	1. CONCRETE CURSOR... 2. POURED CONCRETE FLOOR... 3. POURED CONCRETE FLOOR... 4. POURED CONCRETE FLOOR... 5. CONCRETE REPAIR... 6. CONCRETE REPAIR... 7. CONCRETE REPAIR... 8. CONCRETE REPAIR...	1. 8" STANDARD CONCRETE... 2. 8" STANDARD CONCRETE... 3. 8" STANDARD CONCRETE... 4. 8" STANDARD CONCRETE... 5. 8" STANDARD CONCRETE... 6. 8" STANDARD CONCRETE... 7. 8" STANDARD CONCRETE... 8. 8" STANDARD CONCRETE...	1. 8" DIA. CONCRETE... 2. 20 GAUGE METAL... 3. METAL STUDS... 4. CONCRETE FLOOR... 5. 1/2" DIA. METAL...	1. PERIMETER INSULATION... 2. PERIMETER INSULATION... 3. 1/2" RIGID INSULATION... 4. 24 GAUGE... 5. 24 GAUGE... 6. 24 GAUGE...	1. BRONZE TONE... 2. GREY TONE... 3. 1/2" RIGID... 4. BRONZE TONE... 5. CLEAR ANODIZED...	1. SUSPENDED... 2. METAL...
1. 2 1/2" ASPHALT... 2. 1 1/2" ASPHALT... 3. 1 1/2" ASPHALT... 4. 1/2" ASPHALT...	1. 1 1/2" ANKERS... 2. CONCRETE...	1. FACE BRICK... 2. PRECAST... 3. PRECAST... 4. PRECAST... 5. CONCRETE... 6. CONCRETE...	1. PLASTIC LAMINATE... 2. PLASTIC LAMINATE... 3. PLASTIC LAMINATE... 4. SHEET AND...	1. 24 GAUGE... 2. 3" W/FL... 3. W/FL... 4. 3" PRECISION... 5. 2" X 4" EXTERIOR...	1. BRONZE TONE... 2. BRONZE TONE... 3. BRONZE TONE... 4. BRONZE TONE... 5. BRONZE TONE...	1. SUSPENDED... 2. METAL...
			1. PLASTIC LAMINATE... 2. PLASTIC LAMINATE... 3. PLASTIC LAMINATE... 4. SHEET AND...	1. 24 GAUGE... 2. 3" W/FL... 3. W/FL... 4. 3" PRECISION... 5. 2" X 4" EXTERIOR...	1. BRONZE TONE... 2. BRONZE TONE... 3. BRONZE TONE... 4. BRONZE TONE... 5. BRONZE TONE...	1. SUSPENDED... 2. METAL...

ELEVATIONS 1/8" = 1'-0"





ARWICO





Village of Hartland
Blue Ribbon Flooring

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Hartland does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1 = 27'



Village of Hartland
210 Cottonwood Ave
Hartland, WI 53029
262-367-2714

Print Date: 11/18/2016



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

APPLICATION FOR
 PLAN COMMISSION

\$300 PLAN REVIEW FEE DUE AT TIME OF APPLICATION

Pd 300
 11/10/16
 Rpt 175038

Project Description				Residential Home and Related Driveway			
Proposed Use			Residential Home		No. of Employees		N/A
Project Location				1650 Whistling Hill Circle, Hartland, WI 53029			
Project Name				Lot 25, Windrush Subdivision			
Owner		Ed + Margie Kitz		Phone		262-367-5723 (H); 262-227-5901 (Cell)	
Address		803 N. Evergreen Circle		City		Hartland	State WI Zip 53029
Engineer/Architect		Regency Builders		Phone		262-691-9612	FAX 262-691-9837
Address		1133 Quail Court		City		Pewaukee	State WI Zip 53072
Contact Person		Jon Schoenheider		Phone		262-691-9612	FAX 262-691-9837 E-mail jon@regencywi.com

The Plan Commission meets on the third Monday of the Month at 7:00 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

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

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

Four (4) sets of bound site plans and ten (10) sets of reduced site plans (11" x 17") copy must be submitted showing the following existing and proposed information:

- Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- Scale and north arrow
- All structures (include building elevations and height)
- Drainage and grades (include design calculations for drainage)
- Storm Water Management Plan
- Utilities and easements (sewer, water, storm etc.)
- Calculation of lot coverage
- Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
- Grading and erosion control
- Landscaping, including a Tree Protection Plan
- Exterior lighting details
- Exterior HVAC equipment location
- Dumpster location (screening required)
- Street right-of-way
- Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

Date Applied: 11-10-16	Date of Meeting:	Return Comments by:
------------------------	------------------	---------------------

Current Address

803 N. Evergreen Circle
Hartland, WI 53029
262-367-5723 (home)
262-227-5901 (cell)

Future Address

1650 Whistling Hill Circle
Hartland, WI 53029

November 9, 2016

Re: Amendment to Windrush Final Plat

Dear Members of the Village of Hartland Plan Commission:

We are seeking an amendment to the Final Plat of the Windrush subdivision to allow a circular driveway with access to two streets. Our new home is currently under construction at the corner of Whistling Hill Circle and Upland Court. Please see the enclosed survey and landscape plan.

BACKGROUND INFORMATION-Prior to purchasing the lot we reviewed all of the restrictions contained in the various documents including the Declaration of Restrictions and Covenants, the Conservation Easement, the Storm Water Management Facility Maintenance Agreement, the Hartland Public Access Agreement, the Windrush Management Agreement and the Requirements and Guidelines for Building, Construction and Improvements for Windrush Subdivision (attached to our offer to purchase from Siepmann Realty Corp.), none of which contained the subject restriction. Unfortunately, we missed the phrase "and driveways for corner lots can only access one street" contained at the end of Note 3 to the Final Plat. See the enclosed Final Plat.

When we purchased the lot, we had envisioned the circular drive and in fact it was shown on the survey that was submitted with the building permit. That survey and the Final Plat were prepared by the same surveyor from Jahnke & Jahnke Associates, Inc.

REASONS FOR CONSIDERATION OF AN AMENDMENT TO THE FINAL PLAT

1. The Village Code does not prohibit two driveway access points to any residential lot except for those on limited access highways and railroad rights of way where two access points are specifically prohibited. Otherwise, it is silent on the matter. However, the Village's Comprehensive Plan indicates that only one driveway access be allowed per lot but makes the recommendation in the context of Arterial Streets.
2. We understand the reason for the restriction is that it prevents a traffic pass through to avoid a stop sign. Currently there are stop signs in only 2 directions (of 4) at that intersection. Given the limited amount of traffic in the subdivision and the fact that two ends of that intersection are dead ends, we do not have a concern about traffic pass through. In addition, we believe that enabling our guests to park in our driveway for family gatherings, etc. provides a safer environment for pedestrians and traffic. When cars are parked on both sides of the street, there is only room for one car to pass at a time.
3. Siepmann Realty Corp., owner of a majority of the lots in the Windrush subdivision, supports an amendment to the Final Plat that would remove the subject restriction. See attached email from John Siepmann, a representative of Siepmann Realty Corp.

4. The Building Permit that was approved included a survey indicating the two driveways. See enclosed survey.
5. There is precedent within the Village of Hartland. There are currently two homes in our current subdivision, Bristlecone Pines, which have dual access. They are at 602 N. Thornbush Circle and 801 N. Bluespruce Circle. We have lived in Bristlecone since June, 2004 and Jon Schoenheider has lived in Bristlecone since 1996 and we are not aware of any safety or traffic challenges.
6. The proposed driveway entrances are outside the required distances from the intersection.

We respectfully request that the Plan Commission and the Village approve an amendment to the Final Plat of the Windrush Subdivision to allow a circular driveway with access to two streets.

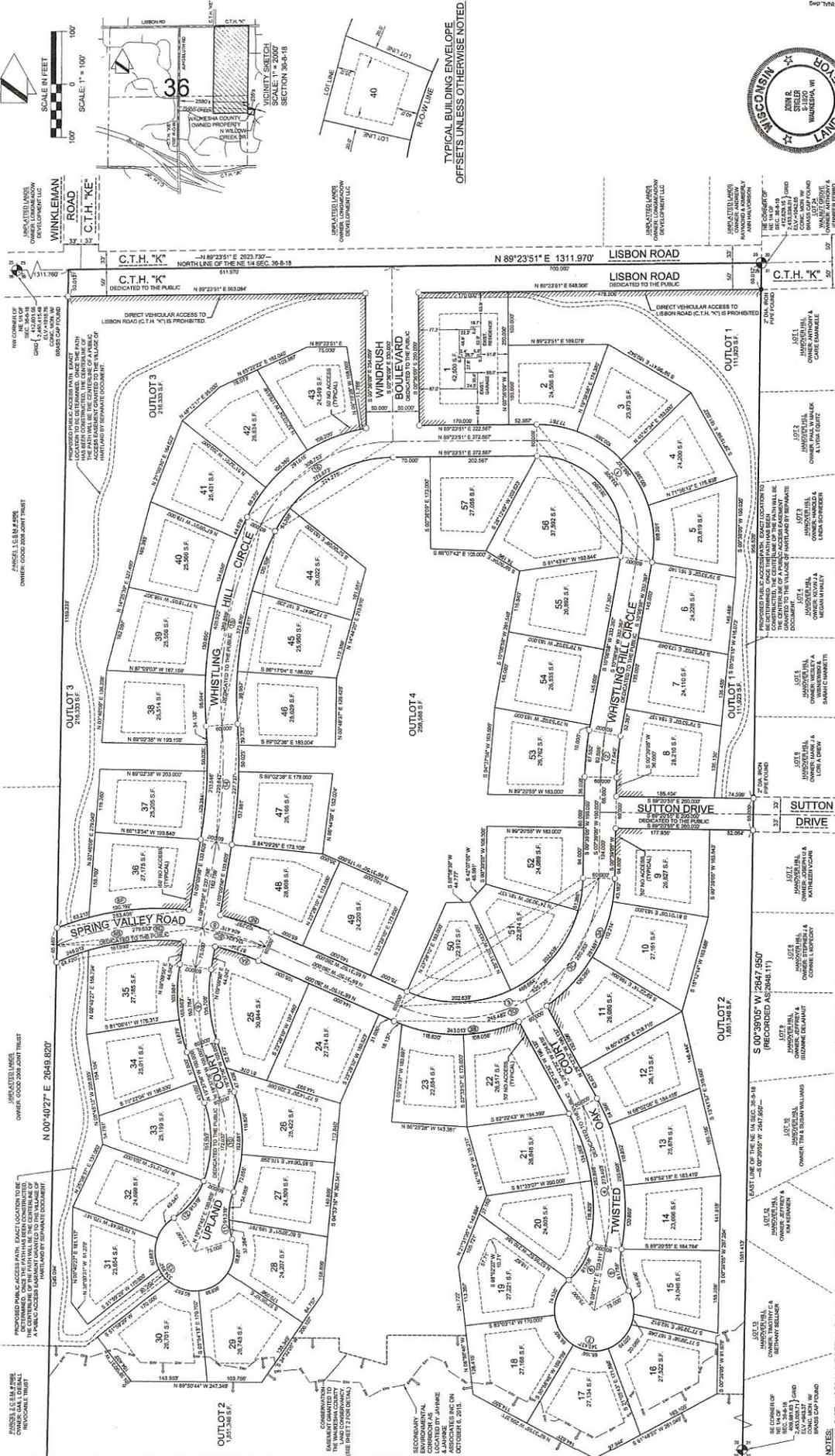
Respectfully submitted,

Edward H. Kitz
Margie Kitz

Ed & Margie Kitz

WINDRUSH

BEING A SUBDIVISION OF PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN



SCALE IN FEET
1" = 100'

VICINITY SKETCH
SCALE: 1" = 2000'
SECTION 36-18

TYPICAL BUILDING ENVELOPE
OFFSETS UNLESS OTHERWISE NOTED

WISCONSIN LAND SURVEYOR
JOHN R. STIGLER
WISCONSIN LAND SURVEYOR

THIS INSTRUMENT DRAFTED BY JOHN R. STIGLER
SHEET NO. 1 OF 4 SHEETS

There are no encroachments on this plat with respect to Sections 236.15, 236.16, 236.20, and 236.21 (10) and (11) Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified *John R. Stigler*
John R. Stigler
Department of Administration

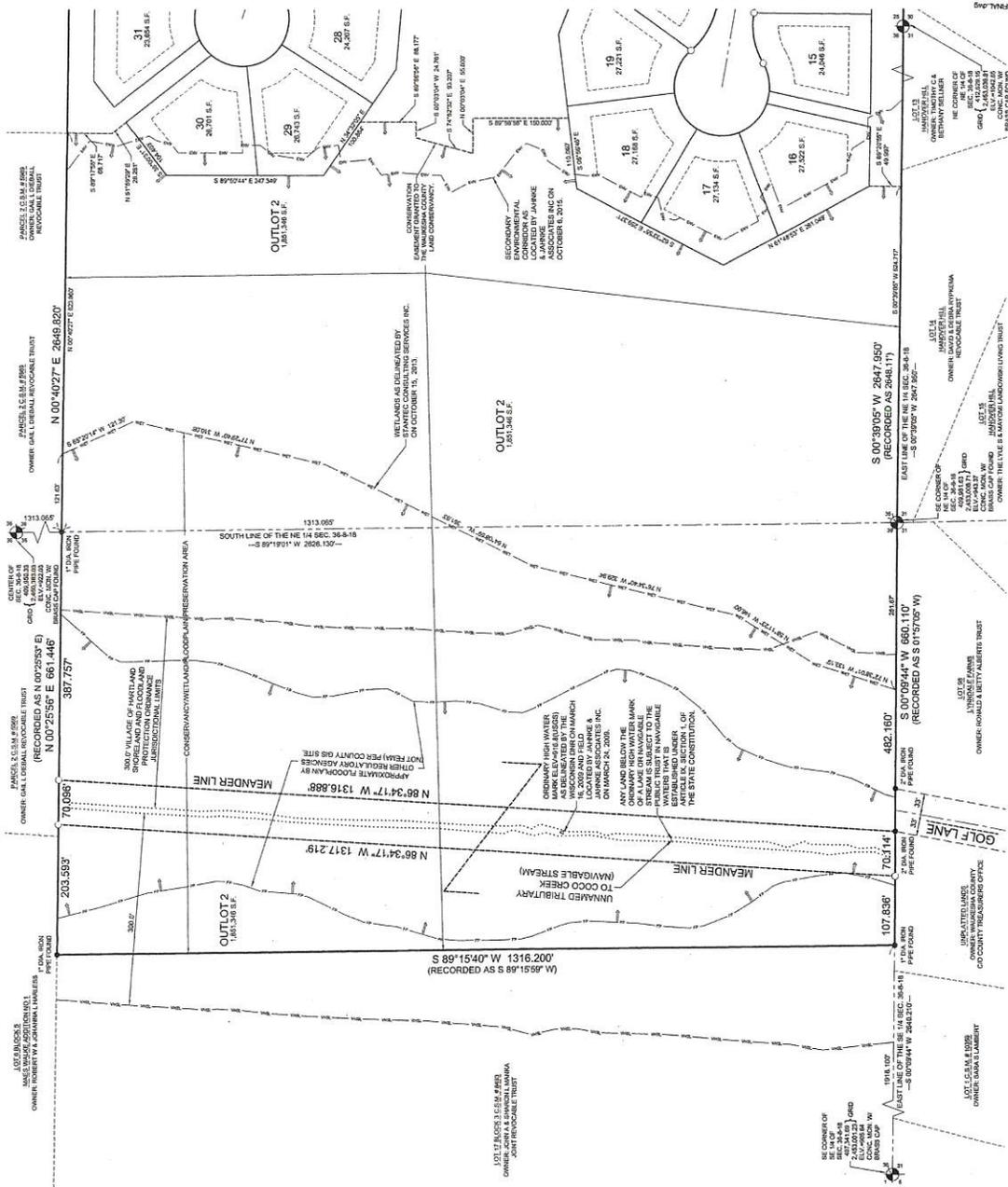
LEGEND:
C — INDICATES IRON PIPE 18" LONG BY 7" OUTSIDE DIA.-3.68 LBS. PER LINEAL FOOT. ALL OTHER LOTS AND OUTLOTS MARKED BY IRON PIPE 18" LONG BY 1" OUTSIDE DIA.-1.10 LBS. PER LINEAL FOOT.
● — INDICATES IRON PIPE FOUND. (DIAMETER NOTED AT EACH PIPE)
○ — INDICATES CONCRETE MONUMENT WITH BRASS CAP FOUND.

REFERENCE BEARING: THE NORTH LINE OF THE NORTHEAST CORNER OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 89°23'51" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83).
REFERENCE BENCHMARK: 1042.85 (GSSS). THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST.

NOTES:
1. ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST HUNDRETH OF A FOOT AND COMPUTED TO THOUSANDTHS OF A FOOT. ANGLES HAVE BEEN MEASURED TO THE NEAREST 3 SECONDS AND COMPUTED TO THE NEAREST HALF-SECOND.
2. THE HEIGHT OF ALL PLANTINGS, BERRIES, FENCES, OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS PERMITTED WITHIN THE VISION CORNER EASEMENTS.
3. NO DIRECT VEHICULAR ACCESS TO CITY 'K' (LISBON ROAD) OR WINDRUSH BOULEVARD FROM ANY LOTS OR OUTLOTS OF THE LINE INTERSECTION SHALL BE PERMITTED. ON CORNER LOTS, THERE SHALL BE NO ACCESS WITHIN FIFTY FEET OF THE RIGHT-OF-WAY LINE INTERSECTION.
4. OUTLOT STATEMENT: EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOT 1 THRU 4, WAUKESHA COUNTY AND THE VILLAGE OF HARTLAND SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
5. SEE SHEET 2 FOR CURVE TABLE.
6. SEE SHEET 3 FOR EASEMENT DETAILS.
7. SEE SHEET 4 FOR ADDITIONAL NOTES.

WINDRUSH

BEING A SUBDIVISION OF PART OF THE NE 1/4 AND SE 1/4 OF THE NE 1/4 AND NE 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

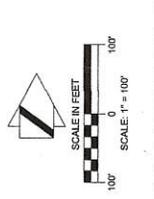


LOT	AREA	CHORD	BEARING	CHORD ANGLE	DEF ANGLE	AREA	TYP. BEARING	TYP. BEARING
1	77.781	220.000	N 89°23'54.5" W	90°15'00"	90°15'00"	77.781	N 89°23'54.5" W	N 89°23'54.5" W
2	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
3	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
4	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
5	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
6	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
7	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
8	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
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10	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
11	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
12	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
13	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
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16	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
17	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
18	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
19	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
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22	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
23	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
24	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
25	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
26	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
27	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
28	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
29	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
30	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
31	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
32	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
33	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
34	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
35	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
36	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
37	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
38	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
39	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
40	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
41	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
42	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
43	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
44	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
45	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
46	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
47	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	
48	108.339	290.000	N 87°21'15.0" W	90°15'00"	108.339	N 87°21'15.0" W	N 87°21'15.0" W	

John R. Stigler
 Wisconsin Land Surveyor
 No. 1820
 Expires 12/31/2015
 Renewed this 22nd Day of July, 2015
 Renewed this 18th Day of October, 2015
 Renewed this 15th Day of October, 2015



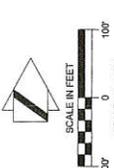
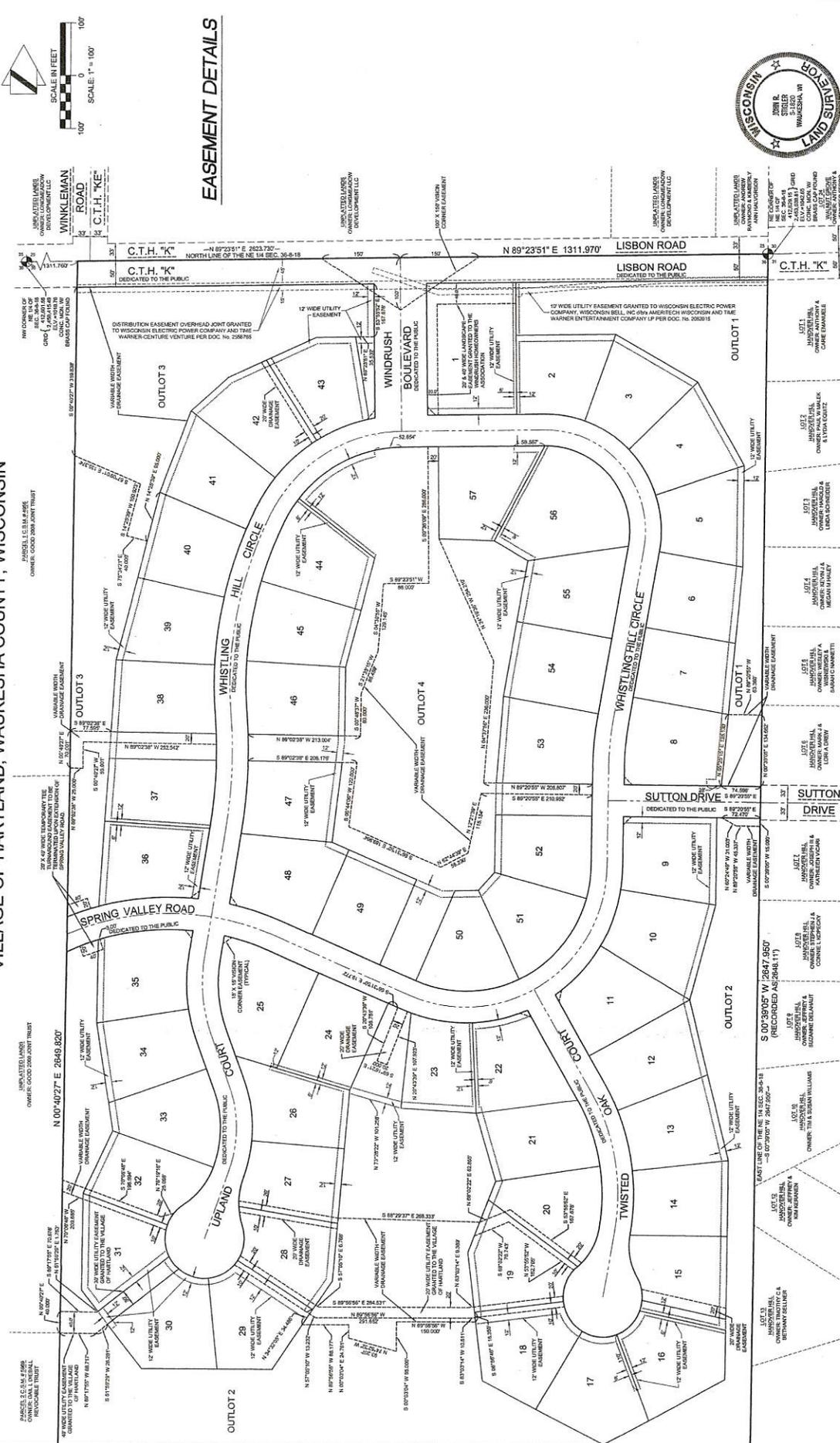
There are no objections to this plan with respect to
 Secs. 236.15, 236.16, 236.20 and 236.31(1) and (2),
 Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified October 21st, 2015
 R. M. Johnson
 Department of Administration



THIS INSTRUMENT DRAFTED BY JOHN R. STIGLER
 SHEET NO. 2 OF 4 SHEETS

WINDRUSH

BEING A SUBDIVISION OF PART OF THE NE 1/4 AND SE 1/4 OF THE NE 1/4 AND NE 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN



EASEMENT DETAILS



John R. Stigler
 JOHN R. STIGLER - Wis. Reg. No. 1166
 Expires on 22nd Day of July, 2025
 Revised this 22nd Day of September, 2015
 Revised this 15th Day of October, 2015

There are no objections to this plan with respect to
 Sec. 13, 23b.10, 23b.11, 23b.12, Wis. Stats.
 Wis. Stats. provided by 23.236.12, Wis. Stats.
 Certified October 26, 2015
 Department of Administration

REFERENCE BEARING: THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, BEARING OF N 89°23'51" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83).
 REFERENCE BENCHMARK: 1042.85 (USGS). THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST.

- NOTES:
1. DISTANCES HAVE BEEN MEASURED TO THE NEAREST HUNDRETH OF A FOOT AND COMPUTED TO THOUSANDTHS OF A FOOT. ANGLES HAVE BEEN MEASURED TO THE NEAREST SECONDS OF AN ARC. ALL DISTANCES AND ANGLES ARE GIVEN IN DECIMAL FEET.
 2. THE HEIGHT OF ALL PLANTINGS, BERRIES, FENCES OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24 INCHES ABOVE THE ELEVATION OF THE CENTER OF THE INTERSECTION. NO ACCESS TO ANY ROADWAY SHALL BE ALLOWED THROUGH THESE AREAS.
 3. ALL OF THE DRAINAGE EASEMENTS SHOWN ARE GRANTED TO THE WINDRUSH HOMEOWNERS ASSOCIATION AND THE HOMEOWNERS ASSOCIATION SHALL MAINTAIN SAID EASEMENTS AREAS. THE DRAINAGE EASEMENTS ARE ALSO GRANTED TO THE HOMEOWNERS ASSOCIATION SO THAT THE VILLAGE OF HARTLAND CAN ACCESS THESE AREAS TO MAINTAIN THEM IF THE HOMEOWNERS ASSOCIATION FAILS TO MAINTAIN THEM. THE VILLAGE OF HARTLAND HAS THE RIGHT TO BILL EACH INDIVIDUAL LOT OWNER AN EQUAL PERCENTAGE OF THE BILL.
 4. SEE SHEET 4 FOR ADDITIONAL NOTES.

Plat of Survey/Grading Plan
JAHNKE & JAHNKE ASSOCIATES INC.

SCALE 1" = 40'



Consultants in Engineering, Planning, Subdivisions and Surveying
 711 W. MORELAND BLVD. WAUKESHA, WISCONSIN 53188
 TELEPHONE (262) 542-5797 FAX (262) 542-7698

FOR: REGENCY BUILDERS

LEGAL DESCRIPTION: Lot 25, WINDRUSH, being a subdivision of part of the NE ¼ and SE ¼ of the NE ¼ and NE ¼ of the SE ¼ of Section 36, Town 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin.

Reference Bench Mark 1042.65 (USGS) The top of a concrete monument with brass cap marking the northeast corner of the Northeast Quarter (NE ¼) of Section 36, Town 8 North, Range 18 East

Suggested Residence Grade: First Floor 1034.9*
 Top of Foundation 1033.54*
 Yard Grade Front 1032.9*
 Rear 1023.5*

*suggested grade only

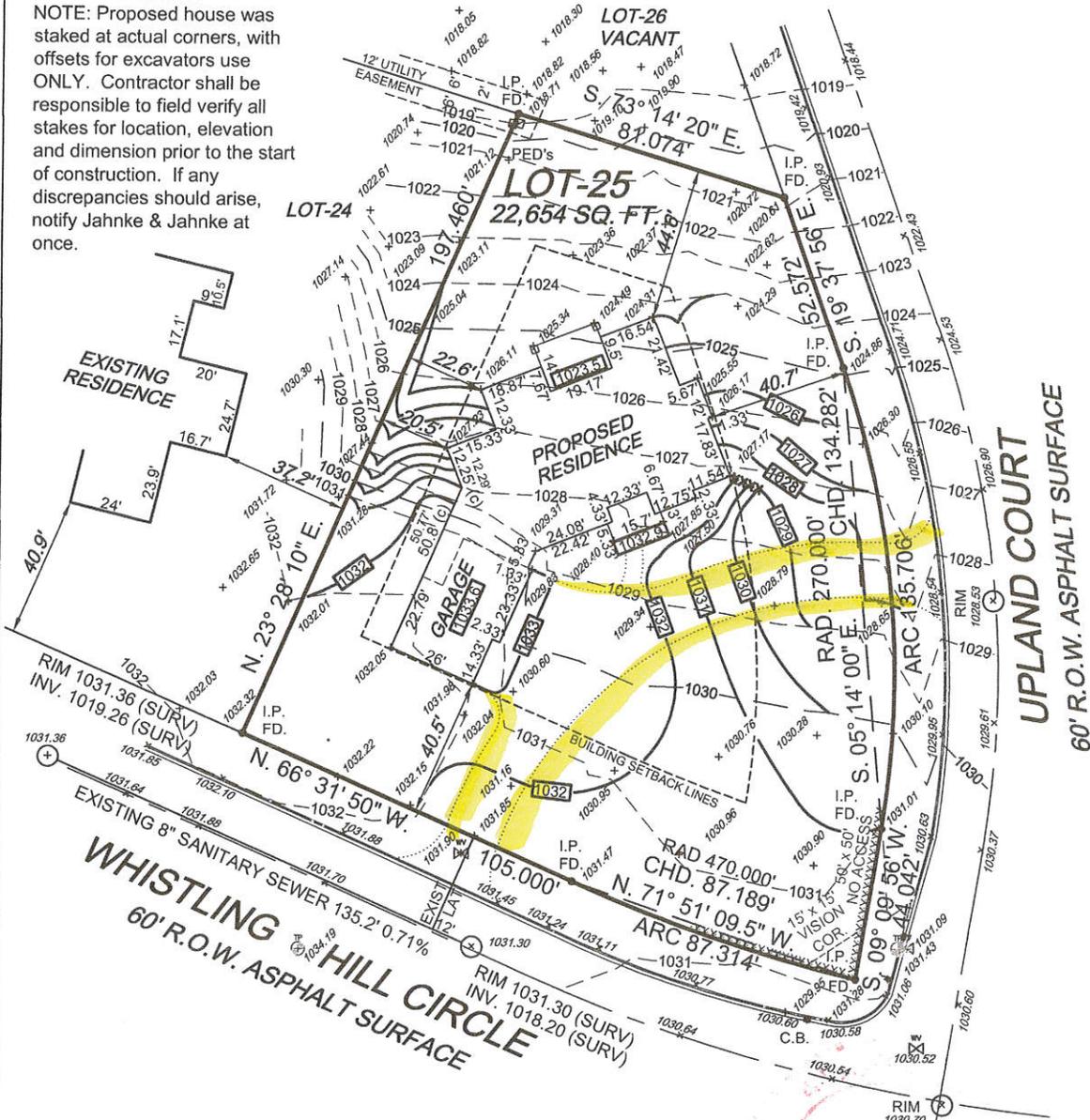
o Iron pipes found. No pipes set as part of survey.

NOTE: Expose sanitary sewer lateral before construction to verify location and gravity flow from the basement.

REFERENCE BEARING: The North line of the Northeast Quarter (NE ¼) of Section 36, Town 8 North, Range 18 East was used as the Reference Bearing and has a bearing of N89°23'51"E based on the Wisconsin State Plane Coordinate System, South Zone (NAD 27).

NO TITLE POLICY FURNISHED THEREFORE COMPLETENESS OF LEGAL DESCRIPTION AND EASEMENTS ARE NOT WARRANTED

NOTE: Proposed house was staked at actual corners, with offsets for excavators use ONLY. Contractor shall be responsible to field verify all stakes for location, elevation and dimension prior to the start of construction. If any discrepancies should arise, notify Jahnke & Jahnke at once.



STATE OF WISCONSIN) SS. _____
 COUNTY OF WAUKESHA)
 WE, JAHNKE & JAHNKE ASSOCIATES INC., DO HEREBY CERTIFY THAT WE HAVE MADE THIS SURVEY AND THAT THE INFORMATION AS SHOWN ON THE ABOUT PLAT OF SURVEY IS TRUE AND CORRECT REPRESENTATION THEREOF.

John R. Stigler
 JOHN R. STIGLER - Wis. Reg. No. S-1820

If this seal is not red in color, this plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

DATED THIS 17th DAY OF MARCH, 2016
 PLAT No. PS MERTON - 725 BOOK No. MERTON-45 PAGE No. 33
 DRAWN BY: P.M. 15-12-175



LANDSCAPE INC.

Post Office Box 823
 Waukesha, WI 53187-0823
 ☎ 262-549-6111
 📠 262-549-9229
 🌐 www.nelsonlandscape.com

Sheet Title:

PRELIMINARY SITE PLAN

Project:

LOT 25
 WINDRUSH
 HARTLAND, WI

Client:

Regency
 REGENCY BUILDERS, INC.
 1133 QUAIL COURT
 PEWAUKEE, WI 53072

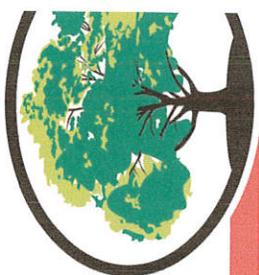
Plan Notes:

Designed By: C. J. N.
 Drawn By: C. J. N.
 Date: 3-28-16
 Revisions: 10-08-16

Notice:

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 Nelson Landscape Incorporated
 This landscape design plan is the sole property of Nelson Landscape Incorporated and may not be reproduced, altered, or copied in any manner or form incorporated. This plan may not be used for bidding purposes without prior consent by Nelson Landscape Incorporated.

This plan is subject to final on-site conditions and may be modified or site modifications that were not made known at the time of preparation dated on this plan.



Subject: Re: Windrush Lot 25 Driveway

Date: Wednesday, November 2, 2016 at 11:05:04 AM Central Daylight Time

From: John Siepmann

To: Jonathan Schoenheider

#1 Siepmann approval

Jon,

We are ok with circle drives entering on different streets. We will support you proposing an amendment to the Final Plat that would remove the restriction.

Should you have any questions please call or email anytime.

Best regards,

John Siepmann

414.491.3536

www.siepmannrealty.com

On Nov 2, 2016, at 10:48 AM, Jonathan Schoenheider <jon@regencywi.com> wrote:

Good morning John, what did the family decide?

Jon,

Thanks for the update on the deed restriction for the driveway cuts on our lot. I reviewed all of the documents that were provided to us and I did not find that restriction, but as you explained the restriction is in another document. When we purchased the lot, we had envisioned the circular drive and in fact it was shown on the survey that was submitted with the building permit.

We understand that the reason for the restriction is that it prevents a traffic pass through to avoid the stop sign. Given the limited amount of traffic in the subdivision and the fact that two ends of that intersection are dead ends, we do not have a concern about traffic pass through. In addition, we believe that enabling our guests to park in our driveway for family gatherings, etc. provides a safer environment for pedestrians and traffic. When cars are parked on both sides of the street, there is only room for one car to pass at a time.

We respectfully request that the Village consider an exception to this restriction.

Please pass along our thoughts to the Village.

Thanks for your assistance in this matter.

Regards,

Ed & Margie Kitz

December 11, 2013

Mr. Jim Siepmann
Siepmann Realty Corporation
W240 N1221 Pewaukee Road
Waukesha, WI 53188

RE: Windrush Subdivision
Preliminary Plat Review

Dear Mr. Siepmann:

The Village of Hartland's Staff, as well as Ruekert & Mielke, Inc., has reviewed the preliminary plat for the Windrush Subdivision dated November 19, 2013. We are providing these comments as guidance and direction for you in preparation of updated preliminary plat documents.

Preliminary Plat – Windrush Subdivision

1. Is Lot 1 (existing Murphy residence) intended to be a part of the subdivision and subject to the subdivision's deed restrictions?
 - a. We recommend that concurrent with the completion and acceptance of sewer and water utilities that the existing well and septic systems be abandoned and the property connected to the municipal sewer and water system.
 - b. We recommend that concurrent with the installation of the natural gas in the subdivision that this property connect to the natural gas system and that the existing LP and/or fuel tanks be removed.
 - c. The driveway should be disconnected from CTH K and connected to the new street on the south side of the lot.
2. Road names
 - a. We recommend that the road name for Windrush Circle not be used for two different road names, i.e. Windrush Circle East and Windrush Circle West. Rather we suggest identifying two different road names.
 - b. We recommend identifying another road name for the east/west segment of roadway from Bayberry Court westerly to the west side of the subdivision.
3. Driveways
 - a. Provide an access restriction for driveways to be located no closer than 30-feet from the right-of-way line at intersections.
 - b. Provide a restriction to allow driveways to access only one street.
 - c. Provide a restriction to not allow driveway access to Windrush Boulevard.



Mr. Jim Siepmann
Siepmann Realty Corporation
December 11, 2013
Page 2

4. The Village does not require the showing of building envelopes on the plat. By showing the building envelope, especially on corner lots, the front, rear and side yards are predetermined and don't allow flexibility for orientating the house differently.
5. Verify that the 60-foot wide right-of-way width at the dead end at the westerly side of the subdivision will allow for a hammerhead turnaround to be installed.
6. The out lots need to show "Public Access Easement" for areas with public paths.
7. CTH K Access
 - a. Comply with Waukesha County regarding requirements for connecting to CTH K.

Additional Comments for Future Homestead Preliminary Plat Review

1. Provide striped and signed crosswalk across CTH K.
2. Provide emergency access for Whistling Hill Court.
3. Provide for reservation of land and storm water setback requirement for a potential municipal water supply well in the location of Test Boring TB-6.

If you have any questions, comments or concerns, please feel free to contact our office.

Very truly yours,

RUEKERT/MIELKE

Ryan T. Amtmann, P.E.
Principal/Senior Project Manager

RTA:sjs

cc: David Cox, Village of Hartland
Michael Einweck, P.E., Village of Hartland
Scott Hussinger, Village of Hartland
File



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

**APPLICATION FOR
 PLAN COMMISSION**

\$300 PLAN REVIEW FEE DUE AT TIME OF APPLICATION

Project Description ¹³ <u>1st HOME CONCEPTUAL PLAN (CORRECTED PER APPLICANT)</u>			
Proposed Use <u>RESIDENTIAL</u>		No. of Employees <u>0</u>	
Project Location <u>1270 E. CAPITOL DRIVE / E. CAPITOL DR. and TOLBERT LANE</u>			
Project Name <u>HABITAT FOR HUMANITY</u>			
Owner <u>WAUKESHA STATE BANK</u>		Phone	
Address <u>P.O. Box 648</u>		City <u>WAUKESHA</u>	State <u>WI</u> Zip <u>53187</u>
Engineer/Architect <u>LYNCH and ASSOCIATES- ENGINEERING CONSULTANTS</u>		Phone <u>262-402-5040</u>	FAX <u>262-402-5046</u>
Address <u>5482 S. WESTRIDGE DR.</u>		City <u>NEW BERLIN</u>	State <u>WI</u> Zip <u>53181</u>
Contact Person <u>DAN MEIER</u>	Phone <u>262-402-5044</u>	FAX <u>262-402-5046</u>	E-mail <u>dmeier@lynch-engineering.com</u>

The Plan Commission meets on the third Monday of the Month at 7:00 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

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

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

Four (4) sets of bound site plans and ten (10) sets of reduced site plans (11" x 17") copy must be submitted showing the following existing and proposed information:

- Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- Scale and north arrow
- All structures (include building elevations and height)
- Drainage and grades (include design calculations for drainage)
- Storm Water Management Plan
- Utilities and easements (sewer, water, storm etc.)
- Calculation of lot coverage
- Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
- Grading and erosion control
- Landscaping, including a Tree Protection Plan
- Exterior lighting details
- Exterior HVAC equipment location
- Dumpster location (screening required)
- Street right-of-way
- Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

Pd. \$300.00 #177847

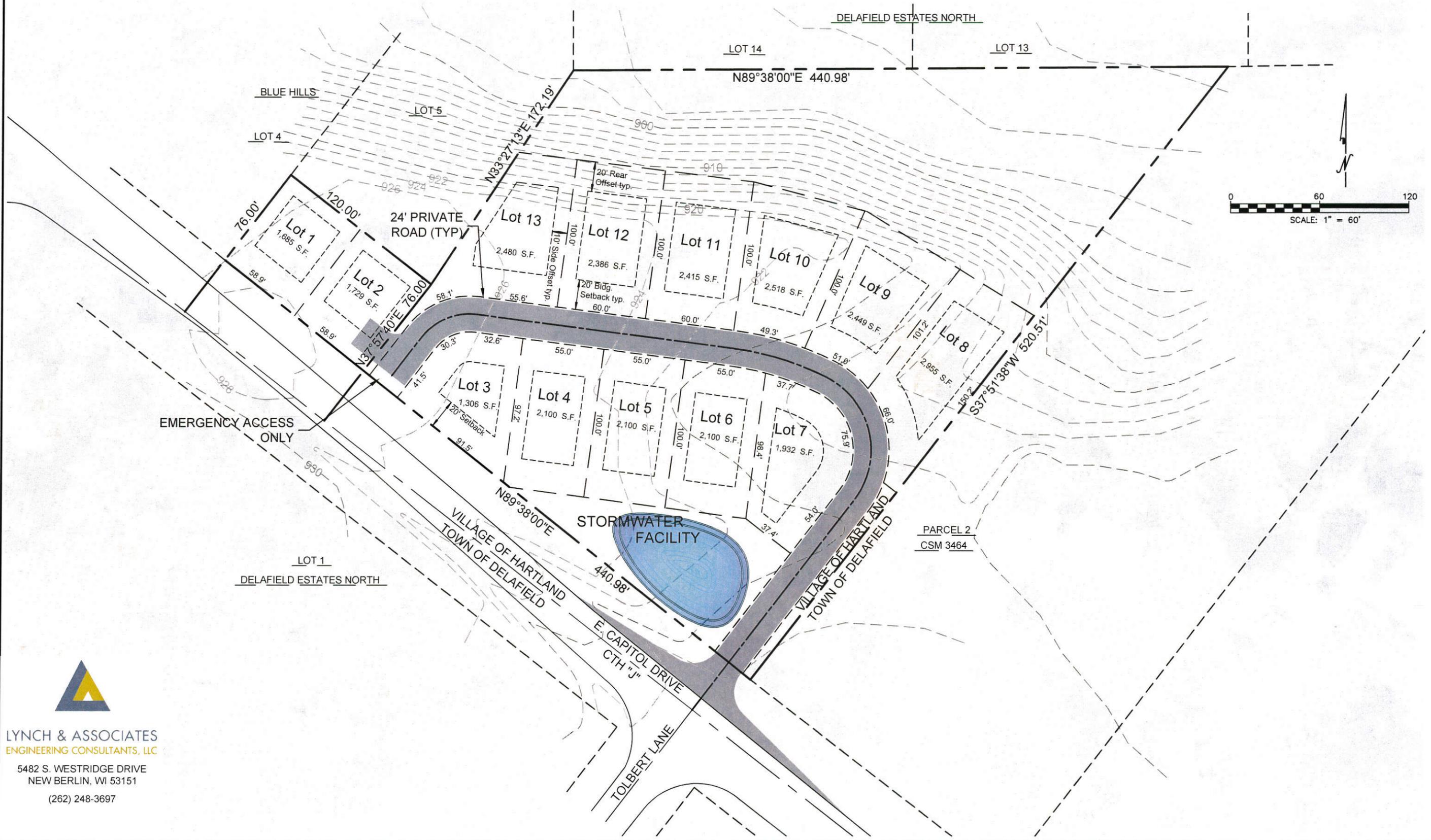
Date Applied: <u>10-31-16</u>	Date of Meeting:	Return Comments by:
-------------------------------	------------------	---------------------

CONCEPT PLAN

Revised: October 12, 2016
Date: September 26, 2016

Unplatted Lands in Part of the NE 1/4 of Section 2 and Parcel 3, Certified Survey Map 3464 being in the NE 1/4 of Section 2, Town 7 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin

Job No. 16-0030
Habitat for Humanity
Mike Kreitzer



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151

(262) 248-3697

MEMORANDUM

TO: Plan Commission
FROM: David E. Cox, Village Administrator 
DATE: November 18, 2016
SUBJECT: Habitat for Humanity Development

As part of the meeting on Monday, the Commission will be asked to give concept review to a revised version of the proposed redevelopment of the former Slugger's site at 1270 E. Capitol Drive. The proposed development includes 13 single family home sites under condominium ownership with a private road on the 3.2 acre site.

As a reminder, the site is currently zoned A-1 Agricultural/Holding District, RS-3 Single Family Residential District and UCO Upland Conservancy Overlay District. The Comprehensive Plan identifies the area as Medium Density with anticipated densities of 8,000 square feet per dwelling unit (5.45 units per acre) to 19,999 square feet per dwelling unit (2.18 units per acre). The RS-3 Single Family Residential District provides for single family development at densities not too exceed 3.6 units per net acre. It further requires various setbacks and lot sizes including a minimum lot width of 90 feet and a minimum lot size of 12,000 square feet. Those standards notwithstanding, the Village Code allows for a Planned Unit Development Overlay District under which the Village may waive the setback and lot size standards and may increase the density by up to ten percent (10%).

The proposal from Habitat calls for 13 units along a private road on the 3.2 acre site. The proposal calls for single family homes under condominium-style ownership whereby a small area of "limited common area" is dedicated to each home and a building pad is defined therein. At Village Staff request, the concept plan was revised to better represent this situation. Under the concept, houses would be set back 20 feet from the road edge and 20 feet from the rear of the individual limited common area (lot). Additionally, they would be 10 feet from the side of the "lot" or 20 feet between houses. Staff roughly estimates that the individual lot sizes average about 5,300 square feet each and the building envelopes average 2,165 square feet. If the proposal is accepted, the developer would be requesting approval using the Planned Unit Development zoning process.

Below is a chart that outlines the RS-3 Single Family Residential District zoning standards as described in the Village Code. The table further outlines whether there exists a specific limit on adjustments to the standard using the PUD process or whether the items may be varied through the process. Finally, the table includes an evaluation of the concept as it relates to those various standards.

Standard	RS-3 Single Family Residential District Standard	Planned Unit Development Standard	Concept Proposal	Concept Average
Density	3.6/acre (11.52 units)	+10% (3.96/acre) (12.67 units)	4.06/acre (13 units)	
Lot Area	12,000 sq. ft.	Variable	@3,500<6,400sq.ft.	@5,300
Lot Width	90 ft	Variable	Not Calculated	
Minimum Floor Area	1,600 to 2,000sq.ft.	Variable	Building Pads 1,306<2,955sq.ft.	@2,165 sq.ft.
Rear Yard	30 ft	Variable	20 ft	
Side Yard	Sum=25ft; Single not less than 10ft	Variable	10 ft	
Street Yard	30 ft from ROW	Variable	20 ft from Road	

Staff has discussed the proposal with the developer and has made a number of suggestions and comments, some of which are reflected in the current version. While the review being undertaken by the Plan Commission at the upcoming meeting is one of a policy nature, staff has some preliminary comments if the project should move forward.

- A final determination will need to be made on zoning. Any district used for this project will require modification through the PUD Overlay process. The parcel with the existing house will need to be rezoned to a residential district. The Commission may wish to determine whether the existing RS-3 or possibly the RM-3 Condominium Multi-Family Residential District is more appropriate. In any case, via the PUD process, the Village will need to determine what the potential tradeoffs are for granting the PUD.
- Water and sewer will be extended and a final determination will need to be made as to how those utilities are constructed and what portion would become Village-owned.
- The Village will need to determine whether a privately maintained road is acceptable.
- The storm water facility is located near the front of the development. The Village should determine whether that must remain in that location as part of the final plans.
- Staff has some concern about the small turn around at the end of the road and whether that is usable by private vehicles in the development. It is expected that public safety equipment would use that exit if necessary.
- The sidewalk serving this property should be extended to a point where it can cross to connect with the existing Village system at Rustic Lane.
- The development includes a proposed 24 foot wide roadway. Will this, along with driveways, adequately provide for parking?

- Access to Lots 1 and 2 are of concern. This may be better served by a different configuration for the lots.
- Some concern remains about encroachment into the environmental area at the north end of the parcel.

The Plan Commission is asked to review the proposed concept and to determine whether it is recommended for approval; recommended for approval with modifications; or recommended for denial. This item is expected to be forwarded to the Village Board for its consideration at the Regular Meeting on November 28.

DCPC Concept - 13 unit

Attachments

cc: President and Village Board
Scott Hussinger, Building and Zoning Official
Mike Einweck, Public Works Director
Ryan Amtmann, Village Engineer
Darlene Igl, Village Clerk
Mike Doble, Lynch and Associates (Via E-Mail, No Attachments)
Mike Kreitzer, (Via E-Mail, No Attachments)
Diane McGeen, Habitat for Humanity (Via E-Mail, No Attachments)

MEMO

TO: David E. Cox/Village Administrator
FROM: Michael D. Gerszewski/Operation Supervisor
DATE: November 21, 2016
SUBJECT: Authorization to purchase a compact excavator

With the approval of the 2017 Village budget, \$75,000 was allocated to purchase a compact excavator. The lowest proposal was received from Bobcat Plus Inc. The cost of the machine including the options is \$104,520.00. We will be getting a \$37,041.00 municipal discount for a final cost to the village of \$67,479.00.

The options included are a cab with heat and air conditioning, an extending arm, a dozer blade with float, 12" and 24" standard bucket, and a 52" grading bucket, a 3 tined grapple, a plate compactor and a hydraulic breaker.

A quote was also received from Miller-Bradford Risberg, Inc. The cost for their machine is \$75,445.00 and does not include the hydraulic breaker, the plate compactor or the extending arm.

We would like to order the machine before the end of the year to avoid a 3% cost increase.

Please place this in the November 28, 2016 Village Board agenda for consideration and possible action.

cc: Darlene Igl/Village Clerk
Michael Einweck/Director of Public Works
David Jambretz/Foreman

Bobcat Plus, Inc,Butler,WI
 12411 WEST SILVER SPRING DRIVE
 BUTLER WI 53007-1002
 Phone: (262) 781-1199
 Fax: (262) 781-0735

Quotation Number: 23271D024014

Date: 2016-07-25 09:48:59

Ship to	Bobcat Specialist
Village of Hartland Attn: Dave / Mike 210 cottonwood Hartland, WI 53007-1002 Phone: 262-367-4750 Fax: 262-369-2227	Mike Gates Phone: 262-781-1199 Fax: 262-781-0735 Cellular: 262-617-6350 E Mail: mgates@bobcatplus.com

Description	Part No	Qty	Price Ea.	Total
E55 T4 Bobcat Compact Excavator	M3221	1	\$75,688.00	\$75,688.00
49.8 HP Tier 4	Engine/Hydraulic Monitor with Shutdown			
Auto Idle	Fingertip Auxiliary Hydraulic Control			
Auto-Shift	Fingertip Boom Swing Control			
Auxiliary Hydraulics, Selectable Flow with Boom Mounted	Horn			
Flush Face Quick Couplers	Hydraulic Joystick Controls			
Cab Forward Standard Display	Long Arm			
Enclosed Cab with Heat and Air Conditioning	Rubber Track			
<ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Deluxe Cloth Suspension Seat w/ High Back Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 	Two-Speed Travel (with Auto-Shift)			
Control Console Locks	Vandalism Protection			
Control Pattern Selector Valve (ISO/STD)	Warranty: 12 Months, Unlimited Hours			
Dozer Blade with Float	Work Lights			
	X-Change (Attachment Mounting System)			
A91 Option Package	M3221-P01-A91	1	\$8,906.00	\$8,906.00
Hydraulic X-Change	Hydraulic Angle Blade			
Hydraulic Clamp (Class IV)	Keyless Ignition			
Second Auxiliary Hydraulics	Travel Motion Alarm			
Extendable Arm	M3221-R03-C03	1	\$5,897.00	\$5,897.00
12" Base Class 4	M7025	1	\$0.00	\$0.00
--- 12" X-Change Std. Duty Trenching Bucket, Class 4 (Weld-on Teeth)	M7025-R01-C01	1	\$830.00	\$830.00
24" Base Class 4	M7022	1	\$0.00	\$0.00
--- 24" X-Change Std. Duty Trenching Bucket, Class 4 (Weld-on Teeth)	M7022-R01-C01	1	\$1,105.00	\$1,105.00
52" X-Change Grading Bucket	6735370	1	\$1,240.00	\$1,240.00
3-Tined Grapple, Class 4	6817104	1	\$695.00	\$695.00
HB980 Hydraulic Breaker with Nail Point	7113421	1	\$7,860.00	\$7,860.00
--- X-Change Mounting Cap - HB880/HB980 and PCF64 plate compactor	7113657	1	\$475.00	\$475.00
--- Hose Kit - HB980/HB1180 (Long Arm)	6728967	1	\$195.00	\$195.00
Total of Items Quoted				\$102,891.00
Dealer P.D.I.				\$300.00
Freight Charges				\$1,329.00
Dealer Assembly Charges				\$0.00
Discount Hartland Discount				(\$37,041.00)
Quote Total - US dollars				\$67,479.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



Corporate Office:
 W250 N6851 Hwy 164
 P.O. Box 904
 Sussex, WI 53089

TO: VILLAGE OF HARTLAND

DATE: 4-11-16

REFERENCE: 2017 MINI EXC. BUDGET NUMBER
 QUOTE NUM: 04111604Q

WE SUBMIT THE FOLLOWING PROPOSAL:

QUANTITY	DESCRIPTION	AMOUNT
1	NEW CASE CX55B MINI EXCAVATOR OPEN ROPS, 15.7" RUBBER TRACKS, 2-WAY DOZER BLADE, AUX. HYDRAULICS, TRAVEL ALARM, REARVIEW MIRROR, PIN GRAB COUPLER & NO BKT	
	TOTAL	\$59,900.00
	OTHER OPTIONS	
	CAB WITH HEAT & A/C	\$4,435.00
	RADIO	\$500.00
	BUCKET CYLINDER COVER	\$ 845.00
	4-WAY DOZER BLADE	\$ 4,545.00
	REAR VIEW UNDER MIRROR	\$ 65.00
	LCD MONITOR	\$ 1,100.00
	ROTATING BEACON	\$ 185.00
	12" BKT WITH PINS	\$ 975.00
	18" BKT WITH PINS	\$ 1,035.00
	24" BKT WITH PINS	\$ 1,060.00
	36" BKT WITH PINS	\$ 1,385.00
	36" DITCHING BKT WITH PINS	\$ 975.00
	HYDRAULIC THUMB	\$ 2,460.00

TERMS: NET DUE UPON DELIVERY
 DELIVERY: TBD

F.O.B.: MBR - SUSSEX
 EXPIRES: QUOTE GOOD FOR 15 DAYS

WE THANK YOU FOR THE OPPORTUNITY TO QUOTE ON THIS EQUIPMENT

QUOTATIONS SUBJECT TO CHANGE IN PRICE PRIOR TO
 SHIPMENT. ALL AGREEMENTS CONTINGENT UPON
 STRIKES, ACCIDENTS, AND UNAVOIDABLE DELAYS
 BEYOND OUR CONTROL.

Miller-Bradford & Risberg, Inc.

SIGNED _____

WRITTEN COPY

John Haen
 Territory Manager
jhaen@miller-bradford.com
 (262) 825-6782

**INDUSTRIAL SERVICE AGREEMENT
RE: WASTEWATER DISCHARGES**

AGREEMENT made this 15th day of November, 2016, (the "Effective Date") by and between the DELAFIELD-HARTLAND WATER POLLUTION CONTROL COMMISSION (the "Commission"), having offices at the address hereinafter stated; and MEDLINE INDUSTRIES, INC. ("Medline"), having offices as hereinafter stated.

WITNESSETH:

WHEREAS, the Commission has been created pursuant to the provisions of Section 66.0301, Stats., for purposes of owning and operating a regional wastewater treatment facility and intercepting collection system serving a number of communities located in Waukesha County; and

WHEREAS, Medline owns and operates a manufacturing facility located at 700 North Shore Drive, Hartland, Wisconsin (the "Facility"); and

WHEREAS, the manufacturing operations conducted at the Facility entail the manufacture of cough syrup/cough suppressants (herein the "Products"); and

WHEREAS, in connection with the manufacturing of such Products at the Facility, Medline generates "industrial wastewaters" as defined in the Commission's Sewer Use and User Charge Ordinance (the "Ordinance"), but the Facility is not considered a "significant industrial user" as defined in the Ordinance based on its current industrial wastewater discharges; and

WHEREAS, the industrial wastewaters are discharged by Medline into the public sewerage system of the Village of Hartland (the "Village"), and transported to the wastewater treatment facility owned and operated by the Commission; and

WHEREAS, the Ordinance provides that any person seeking to make industrial wastewater discharges into the public sewer system obtain approval and authorization from the Commission as a condition precedent thereto; and

WHEREAS, the Commission and Medline have previously entered into an "Industrial Service Agreement Re: Wastewater Discharges," dated October 1, 2014, as amended by "Amendment No. 1" dated November 17, 2015 (collectively the "Prior Agreement"); and

WHEREAS, the term of the Prior Agreement will expire at midnight, December 31, 2016, and

WHEREAS, Medline has requested that a new agreement replace the Prior Agreement and the Commission is willing to do so with the terms and conditions set forth herein.

WHEREAS, the Commission requires such person to enter into the terms and provisions of an Industrial Service Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Recitals and Definitions. The recitals hereto are hereby incorporated by reference. Any capitalized terms set forth herein shall have the meanings assigned as set forth herein or in the Commission's Ordinance.

2. Term. The term of this Agreement shall commence upon the Effective Date; and shall expire December 31, 2017, (the "Expiration Date"), unless extended or terminated in the manner hereinafter provided.

3. Authority and Restatement.

(a) This Agreement is being entered into pursuant to the provisions of Section 9.3 of the Ordinance; and nothing contained in this Agreement shall in any way be construed as a limitation upon any of the authority or powers of the Commission contained in the Ordinance or as provided for by applicable Wisconsin Statutes. In the event of any conflict between any term and provision of this Agreement and the terms of the Ordinance or Wisconsin law, the most restrictive provisions of all shall apply.

(b) This instrument supersedes and replacements in its entirety the Prior Agreement, effective as of the Effective Date of This Agreement; and shall apply to all wastewater discharges from the Facility made on and after said Effective Date and during the term of this Agreement.

4. Effluent Limitations and Monitoring Requirements.

(a) Definitions. All capitalized terms shall have the meanings set forth in the Commission's Ordinance in effect from time to time. In addition, the following terms shall have the following meanings:

- (i) POTW – shall mean the Commission's wastewater treatment facility located in Delafield, Wisconsin.
- (ii) Ordinance – shall mean the Commission's Sewer Use and User Charge Ordinance adopted November 20, 2012 and as amended from time to time.
- (iii) GM – shall mean the General Manager of the POTW as appointed by the Commission.
- (iv) Village Ordinance – shall mean the Village's Amended Local Sewer Use and User Charge Ordinance No. 786-10 adopted December 13, 2010 and as amended from time to time.
- (v) BOD (Biochemical Oxygen Demand) – shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard

laboratory conditions in five days at 20 degrees C. expressed in milligrams per liter. BOD shall be determined in accordance with test method(s) as provided for in Chapter NR 219 of the Wis. Admin. Code.

(b) Effluent Limitations. The following effluent limitations are hereby imposed relative to wastewater discharges from the Facility, to-wit:

- (i) Duration and Compliance Date. During the period from the date of execution through the Expiration Date, Medline is authorized to discharge industrial wastewaters from the Facility into the Commission's Wastewater Facilities, pursuant to the provisions of this Agreement. Medline shall comply with the effluent limitations specified below, effective as of the date Effective Date.
- (ii) No Exceedance of Limitations. Attached hereto, incorporated herein and marked as Schedule 1 are maximum daily limits of specified pollutants. The wastewater discharges from the Facility shall not exceed the said daily limits during the term of this Agreement, except as otherwise expressly provided for herein.
- (iii) Compliance with Pretreatment Standards. During the term of this Agreement, Medline shall comply in all respects with the Pretreatment Standards established pursuant to Section 4(c) below. The effluent discharge from the Facility into Sampling Point 001 (described below) shall not exceed the pretreatment standards set forth herein.

(c) Pretreatment Standards. (i) The wastewater to be discharged from the factory portion of the Facility shall satisfy the following standards:

	<u>Industrial Wastewaters</u> (Sampling Point 001)	<u>Domestic Wastewaters</u> (Sampling Point 002)
<u>Volume:</u>	Not to exceed 4,000 gallons/calendar day (monthly average)	<u>Volume:</u> N/A
<u>Strength:</u>		<u>Strength:</u> N/A

- (i) BOD: Not to exceed 50 lbs per calendar day (i.e. 1,499 mg/ℓ) (monthly average).
- (ii) For additional Strength Parameters, see limits set forth in Schedule 1 attached hereto and incorporated herein.

Monthly Average Concentrations shall be determined as the average of all applicable test results obtained during the calendar month by Medline or the Commission, as the case may be. All sampling shall be done on a day when there are representative wastewaters being discharged into the public sewers. In the event that both the Commission and Medline conduct applicable tests based on sampling, the test results of the Commission shall control, except where there is clear and convincing evidence that there is third party chain-of-custody and the sampling or testing by Medline was performed in accordance with appropriate standards and procedures. Where such third party chain-of-custody and sampling exists, Medline sample result shall be averaged with the Commission's results. (ii) All Industrial Wastewaters shall be collected within the Facility and discharged into a single Building Sewer that discharges into Sampling Point 001 described in Section 10. All Domestic Wastewaters shall be collected within the Facility and discharged into a single and separate Building Sewer that discharges into Sampling Point 002.

(d) Increases in Permitted Pretreatment Standards. Notwithstanding the foregoing, Medline shall have the right to increase the volume and BOD loadings described in Section 4(c) above, subject to the following conditions and limitations:

(i) The volume shall not exceed 4,000 gallons per calendar day (monthly average) and the BOD does not exceed 150 pounds per calendar day (i.e. 4,496 mg/ℓ)(monthly average).

(ii) Prior to increasing any volume or BOD Discharges beyond the limits set forth in (c) above, Medline has given notice of any proposed increase in accordance with Section 14 of this Agreement.

(iii) Medline has paid any connection charges, discharge fees or other fees for additional DUEs in accordance with Section 43 of this Agreement.

(iv) Medline has been and is in compliance with the terms of this Agreement.

(e) Plan of Operation. The current pretreatment process at the Facility is more particularly described in the "Systems Description and Plan of Operation" marked as Exhibit 4(e) and attached hereto (the "Plan"). Such Plan shall be implemented during the term of this Agreement. Medline shall make no material change in the Plan without first notifying the Commission and obtaining its prior written consent thereto. Medline shall repair and maintain all equipment described in the Plan, in good order and repair; and shall operate such equipment in accordance with the Plan.

(f) Fines. In the event the reports required under Section 10(a) hereof indicate that Medline has exceeded the limitations described on Schedule 1 or the standards established under Section 4(c), then in any such event(s), the GM may in his sole discretion, impose a fine of \$1,000 for each separate violation of the foregoing standards. All such fines shall be payable in full within 30 days after invoice; and if not so paid, shall bear interest commencing on the 31st day at 18.0% per annum until paid. This provision shall be effective as of the Effective Date.

(g) Product Change. In the event Medline shall decide to change its line of Products produced at the Facility by adding or removing specific pharmaceutical items, it shall first advise the Commission in writing, specifying the nature of the addition/removal to the Products. The notice shall advise the Commission (i) of the wastewater constituents associated with the additional/removed Product (ii) any change in the Plan necessary to accommodate the additional/removed Product; (iii) any change to the pretreatment process located at the Facility; and (iv) any change in the volume and strength of the wastewater discharges from the Facility.

5. Sample Analysis. Samples shall be taken and analyzed in accordance with the methods and procedures set forth in NR 218 and 219, Wis. Admin. Code. Samples shall be tested to determine whether or not the Industrial Wastewater Discharges are in compliance with the limitation requirements of Section 4(c) above.

6. Monitoring Requirements. Medline shall provide and operate at its own expense, monitoring facilities to allow inspection, sampling and flow measurement of the Facility's sewer or internal drainage system. Specific requirements are outlined in Section 10 below. All monitoring shall be in compliance with NR 218 and 219, Wis. Admin. Code.

7. Batch Discharges. Medline shall discharge the industrial wastewaters, following the pretreatment thereof in accordance with the Plan, in "batch" discharges only. No continuous discharge is permitted. Each "batch" shall be separately tested for purposes of determining compliance with the provisions of Section 4; provided however, that such batch discharges are averaged over the calendar month or day, as the case may be, for purposes of determining the pretreatment limits described in Section 4(c) above. Any batch discharge, once commenced, shall not be discontinued until the discharge is completed, unless an emergency requires otherwise. Medline shall keep records of each batch produced at the Facility containing the following information: (i) batch number; (ii) date of production; (iii) number of gallons in batch; (iv) start time and stop time of each batch discharge; and (v) the product(s) produced at the Facility to which the discharge relates. Such reports shall be submitted to the GM monthly.

8. pH Monitoring Requirements. Medline shall install and maintain a continuous monitoring pH probe that is connected to an automatic shut off; and such pH monitor shall be calibrated monthly. The monitor shall be connected to the recorder described in Section 10(c)(i) below and shall monitor the discharge of each batch of effluent from the process tank before the effluent is sent to the filter press. From the filter press the effluent moves to a filtrate tank where it is discharged into the sewer pipe leading to Sampling Point 001 (described below). Medline's selection of any particular probe for purposes of the foregoing shall be subject to the GM's prior approval.

9. Other Monitoring Requirements. Medline shall monitor and record the Facility's effluent flow from the filtrate holding tank to the sanitary sewer on a permanent paper flow/chart recorder (described in Section 10(c)(i) below). All analyses shall be performed by a laboratory certified by the State of Wisconsin DNR through NR 149, Wis. Admin. Code.

10. Sampling, Testing and pH Monitoring.

(a) Monthly Compliance Reports. Effective October 1, 2014, Medline shall submit to the GM periodic reports indicating the test results derived from the nature and concentration of pollutants in the effluent which are limited by this Agreement and by the pretreatment standards based on the monitoring requirements described above. The first report shall be made monthly; and contain the results of the testing (the "Short Test") for the pollutants described on Schedule 1 attached hereto and incorporated herein, with the exception of (i) FO&G, (ii) HO & G and (iii) all of the metals identified on said Schedule 1. The Short Test shall be conducted and completed twice during each calendar month, once during the first week and the second during the third week of such calendar month. The second report shall be made bi-annually and contain the results of the testing (the "Long Test") for the substances described on Schedule 1, plus (i) FO & G, (ii) HO & G and (iii) all of the metals set forth on Schedule 1. The Long Test shall be conducted once in January and once in July of each calendar year. All reports are to be filed with the GM no later than the tenth day of the calendar month following the calendar month wherein the Short and/or Long Tests were conducted. Notwithstanding anything to the contrary contained herein, the GM may require more frequent testing whenever he or she has reason to believe that increased frequency of testing is reasonably necessary in order to obtain greater information concerning wastewater discharge from the Facility.

(b) Locations. Sampling shall occur at the following locations:

(i) All sampling by Medline shall be done from the filtrate holding tank described in the Plan.

(ii) All sampling by the Commission and/or the Village may be done at Sampling Point 001 and/or 002 and/or the filtrate holding tank described in the Plan.

(c) Manholes. Two sampling manholes have been installed on the premises of the Facility. The manholes shall conform to the Commission's specifications for sampling manholes and shall be labeled Sample Points 001 and 002. The sampling manholes shall be readily accessible at all times by representatives of the Commission and the Village.

(i) The sampling and testing by Medline shall be recorded and all recorded information shall be printed on a paper chart recorder for a permanent record and shall be kept on hand for Commission and/or Village personnel to inspect at all times. All information shall be kept for a three-year period. All sampling and testing procedures shall follow NR 218 and NR 219 methods.

(ii) Sample Point 001 shall receive Industrial Wastewater discharges from the factory portion of the Facility; and Sample Point 002 shall receive Normal Domestic Strength Wastewater discharges from the office portion of the Facility.

(iii) Medline shall certify calibration of the flow recording and sampling device located in the filtration holding tank a minimum of once per year,

or more frequently if more frequent calibration is undertaken in accordance with manufacturer's recommendations or the GM requests certification of such calibrations prior to the annual reporting or if required under other provisions of this Agreement. Absent a specific request by the GM, Medline shall submit these certifications to the Commission no later than June 30th of each year. Medline shall provide the results of all calibrations to the GM within 30 days after each calibration.

- (iv) Sampling shall be conducted over a consecutive 24 hour period, and shall include a day of full facility production when regulated substances are likely to be present in maximum amounts and shall include all batch discharges for that period. Samples shall be flow-proportional composites taken over a complete operation day; and shall occur for every 100 gallons discharged during such 24 hour period. If the sample is not flow-proportional based, then it shall be based upon a minimum of four (4) grab samples taken at random times. There shall be sampling conducted on at least two (2) days within each calendar month. In addition, Medline shall, upon the direction of the GM, perform a full priority pollutant scan, including metals; and shall report the results thereof to the GM whenever the GM has reason to believe that the discharges are not in compliance with the terms of this Agreement. Notwithstanding the foregoing, the GM may require more frequent sampling whenever the GM in the exercise of his/her reasonable discretion determines more frequent sampling is required to verify compliance with the effluent limits set forth in Section 4 or to determine appropriate user charges based on wastewater discharges from the Facility.
- (v) Medline shall provide a statement, reviewed and signed by an authorized representative of Medline and signed and certified by a qualified professional (defined for purposes of this Agreement as any licensed engineer or other individual possessing the requisite knowledge and skill to perform the task required) indicating whether or not the pretreatment discharge standards are being met on a consistent basis; and if not, what additional operation and maintenance (O&M) and/or additional pretreatment will be performed for Medline to meet applicable pretreatment standards.

(d) Commission Sampling. Notwithstanding anything to the contrary contained herein, the Commission may at any time and for any reason sample the wastewater discharges from the Facility. In the event the Commission does so, the Commission shall contact Medline prior to the sampling, allow Medline to observe the sampling and allow Medline to obtain split samples if it so desires.

(e) Monitoring and Reporting Requirements. Notwithstanding anything to the contrary contained in this Agreement, Medline shall satisfy the monitoring and reporting requirements of NR 211.15, Wis. Admin. Code, to the extent applicable to its Industrial

Wastewater Discharges from the Facility. All monitoring shall report the limitations set forth in Section 4(c) above.

(f) DNR Monitoring/Sampling. In the event Medline is required by the Wisconsin Department of Natural Resources, or any other state or federal authority (herein collectively the "DNR") to test and report the volume and/or characteristics of the Industrial Wastewater Discharges from the Facility, then in such event(s) Medline shall contemporaneously provide to the GM copies of all reports as provided to the DNR, as and when done.

11. Reporting. Medline shall remit all third party chain-of-custody reports and all sampling reports required under Section 10(a) to the GM within the time periods set forth therein.

12. Accidental Discharge Report. Medline shall notify the GM and the Village immediately upon any accidental or slug discharge to the sanitary sewer as outlined in the Commission's Ordinance or as required by applicable state or federal law. Formal written notification discussing circumstances and remedies shall be submitted to the GM and the Village within five (5) days of the notification. In addition, the following shall apply:

(a) Accidental discharges that contain pollutants that exceed the permitted limits described in Section 4 or exceed the limits or prohibitions set forth in the Ordinance shall be reported immediately to the GM and the Village.

(b) Accidental discharges that may cause permanent damage to the sewage collection or treatment system shall be reported immediately to the GM and to the Village. These discharges include, but are not limited to, pollutants that may cause a fire or explosion hazard in the collection system; pH of 6.0 or less or 9.0 or greater; any pollutant in a concentration that would increase the atmosphere in the collection system above the LC50 for human exposure; and any pollutant that will increase the concentration in the influent to the wastewater treatment plant enough to have a decrease in treatment efficiency.

(c) During normal business hours, 7:00 a.m. – 3:30 p.m., Medline shall notify the GM immediately by telephone at (262) 646-4364 (Extension No. 2) or after hours at (262) 719-5132; and shall notify the Village at (262) 844-8866 at any time. The notification shall include the name of the person making the call, the telephone number where said person can be reached, location of discharge, date and time thereof, type of waste, including concentration and volume and corrective action taken. The party making the call shall be available by phone for a minimum of thirty (30) minutes after the notification is made. This is so a representative of the Commission and/or the Village may contact Medline's representative for more information, if necessary.

(d) Within five days following an accidental discharge, Medline shall submit to the GM and the Village a detailed written report. The report shall specify:

(i) Description of the upset, slug or accidental discharge, the cause thereof, and the impact on Medline's compliance status. The description should

also include location of discharge, type of concentration and volume of waste.

- (ii) Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.
- (iii) All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such an upset, slug, accidental discharge, or other conditions of noncompliance.

13. Report of Violations. If sampling as performed by Medline indicates a violation of any local, State or Federal pretreatment standard or any discharge standard set forth in Section 4(c) above, Medline shall notify the GM and the Village within 24 hours of becoming aware of the violation. Medline shall also repeat the sampling and analysis and submit the results of the repeated analysis to the GM within thirty (30) days after becoming aware of the violation.

14. Report of Intent to Change Discharge. Medline shall notify the Commission in advance of (i) any planned substantial change to the Facility's operations or system which might materially alter the nature, quality, or volume of its wastewater discharges from the Facility such that the standards set forth in Section 4(c) and (d) are no longer met or (ii) the discharge of any pollutant not identified in Section 4(c) or (iii) any material change to the Plan. The aforesaid notification shall be given not less than thirty (30) days prior to the date of the anticipated discharge. In the event Medline increases either the volume or strength of its Industrial Wastewater discharges beyond the limits specified in Section 4(c) above, and such increase occurs for more than three (3) months in any consecutive six (6) month period, Medline shall be required to pay an additional Volume Connection Charge and/or Industrial BOD Discharge Fee as provided for in Section 43 below, unless the Commission, in its sole discretion determines otherwise. Further, a failure to so notify the Commission as required hereunder, may result in the Commission imposing a fine as provided for in the Ordinance.

15. Hazardous Waste Reports. Medline shall immediately report to the GM the discharges of hazardous wastes.

16. Accidental Spill Plan. Medline shall maintain, update, and implement its accidental spill prevention plan by submitting the priority pollutant compounds, if any, used; the method of disposal used instead of dumping, such as reclamation, contract hauling, or incineration; and procedures for assuring that priority pollutants, if any, do not routinely spill or leak into the wastewater.

17. Slug Prevention Plan. Medline shall maintain, update, and implement its slug prevention plan to eliminate slug discharge of pollutants into the sewer system, which could have an effect on the Commission's treatment plant, sludge, receiving stream or cause the Commission to violate its WPDES Permit.

18. General Certification Statement. Except as otherwise provided for in Section 10(c)(iv), all reports required by this Agreement shall be signed by a principal executive officer of Medline or his designee, and by the certified pretreatment operator, if such operator is required.

Any person signing the reports required by this Agreement shall make the following certification verbatim on all reports submitted:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

19. Reporting Address. All reports shall be submitted to the following address:

Delafield-Hartland WPC
Attn: General Manager
416 Butler Drive
Delafield, WI 53018-1871

With a copy to: Village of Hartland
Attn: Director of Public Works
210 Cottonwood Avenue
Hartland, WI 53029

and

City of Delafield
Attn: Director of Public Works
111 Main Street
Delafield, WI 53018

Any communication to Medline shall be submitted to the following address:

Medline Industries, Inc.
Attn: Jim Basiliere, Vice President
700 North Shore Drive
Hartland, WI 53029

20. Standard Conditions.

(a) General Prohibitions.

(i) Compliance with rules. Medline shall not discharge waters to the public sewerage system except in compliance with Federal and State laws, the Ordinance, any Village Ordinance, and this Agreement. Without limiting the generality of the foregoing, Medline shall comply with the provisions of NR 211.10 et. seq. Wis. Admin. Code, to the extent applicable to its Industrial Wastewater Discharges.

(ii) Interference. Notwithstanding anything to the contrary contained in this Agreement, Medline shall not discharge any pollutant to the public sewerage system in a quantity or concentration that, alone or in conjunction with other discharges:

a. Inhibits or disrupts the wastewater collection and/or treatment system or its sludge processes; and

b. Is a cause of violation of the Commission's WPDES Permit or increases the magnitude and duration of a violation; or prevents the use or disposal of sewage sludge in compliance with any applicable local, State or Federal statutes, ordinances, regulations, permits, or the requirements of the sludge disposal plan of the Commission.

(iii) Pass through. Medline shall not discharge to a public sewerage system any pollutant in a quantity or concentration that, alone or in conjunction with other discharges, is a cause of a discharge from the public sewerage system to waters of the State that violates the Commission's WPDES Permit or increases the magnitude or duration of a violation or causes toxicity of the POTW effluent being discharged by the Commission at its POTW.

(iv) Unpolluted water. Medline shall not discharge or cause to be discharged any stormwater, foundation drain water, groundwater, roof runoff, surface drainage, cooling waters, or any other unpolluted water to any public sanitary sewer.

21. Prohibited Discharge Standards. Medline shall not discharge to the public sanitary sewerage system:

(a) Any liquids, solids, or gases that result in toxic gases, vapors or fumes within the public sanitary sewerage system or the POTW in quantities that may cause acute worker or public health and safety problems, or be hazardous in any other way to the operation of the POTW or its employees or the environment.

(b) Any liquids solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances, to cause fire or explosion or be hazardous in any other way to the POTW or to the operation of the POTW. At no time shall the waste stream have a closed cup flash point of less than 150° Fahrenheit (65° Centigrade) using the Pensky-Martens Close Cup Test method. (Examples include, but are not limited to: cyanide, gasoline, kerosene, benzene, toluene, alcohols, polychlorinated biphenyls, and stoddard solvents.)

(c) Solid or viscous pollutants in amounts which will cause or contribute to obstruction to the flow in the public sewerage system or the POTW resulting in interference with the operation of the collection system or the wastewater treatment facilities, including, but not limited to: grease, garbage with particles greater than one-half inch (1/2") in any dimension, any animal waste, animal guts or tissue, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, glass grindings, polishing wastes, or tumbling and deburring stones, any pretreatment sludges or residues or other inert solids or other materials not amenable to treatment by the POTW.

(d) Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that cause pass-through or interference but no greater than 25 mg/l.

(e) Any wastewater which will cause corrosive structural damage to the public sewerage system or POTW, but in no case wastewater having a pH less than six (6.0) or greater than nine (9.0).

(f) Any wastewater containing incompatible pollutants in sufficient quantity, either singly or by interaction with other pollutants, that would constitute a hazard to humans or animals, or cause a violation of the water quality standards of the receiving water of the POTW, or create a public nuisance or cause damage to the environment.

(g) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastewaters are sufficient to create a public nuisance or are sufficient to prevent entry into the public sewerage system for their maintenance and repair.

(h) In no case shall a substance be discharged to the POTW that causes the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Clean Water Act. Substances discharged to the POTW shall not affect sludge use or disposal criteria developed pursuant to the RCRA, SWDA, the Clean Water Act, the Toxic Substances Control Act, or any other applicable federal law, or pursuant to the Wisconsin Administrative Code or other requirements applicable to the sludge management plan being used.

(i) Any substance which will cause the POTW to violate its WPDES Permit or the receiving water quality standards or cause toxicity of the POTW effluent.

(j) Any wastewater having a temperature at the point of discharge which will inhibit or contribute to the inhibition of biological activity in the POTW, resulting in interference. In no instance shall wastewater be introduced to the sewer system which exceeds 40°C (104°F) at the POTW or 65°C (150°F) at the point of discharge.

(k) Any wastewater containing any pollutants released at a flow or concentration which will cause or contribute to interference to the POTW or will pass through the POTW or constitutes a slug.

(l) Any wastewater containing any radioactive waste or isotopes of such half-life or concentration as may exceed limits established by State or Federal regulations, or interfere with the chosen sludge disposal option. No water or wastewater containing more than 2 pCi of radium 226 shall be discharged into the Commission's sewer system except as modified per the special conditions of this permit.

(m) Any wastewater which may contain more than 100 mg/1 of fat, oil, grease (FOG).

(n) Any wastewater containing BOD, total solids, or suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the POTW, except as authorized in Section 4(c) and (d) above.

(o) Ammonia nitrogen in amounts that would cause a violation of the water quality standards of the receiving waters of the POTW.

(p) Any discharge exceeding the standards established in Federal Regulation, Wisconsin Administrative Code, the Ordinance, any Village Ordinance or this Agreement.

(q) Any trucked or hauled pollutants, unless at points designated and approved by the POTW in this Agreement.

(r) Any slug discharge.

(s) Any pesticides, herbicides or carcinogens.

(t) Any listed or characteristic hazardous waste.

(u) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.

(v) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW or its effluent.

(w) Medical wastes, except as specifically authorized by the GM.

(x) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes, printers' ink and vegetable tanning solutions, which consequently imparts color to the treatment plant's influent or effluent.

(y) Used motor vehicle anti-freeze, motor oil, brake fluid, transmission fluid, hydraulic fluid, oil-based paint, latex paint which contains any mercury, paint thinner, paint or varnish remover or any other solvents.

(z) To the extent applicable, the affirmative defense set forth in 40 CFR 403.5(a)(2) may be available to any industrial user in the context of any enforcement proceeding commenced by the Commission.

(aa) Any pollutants that exceed the limitations set forth on Schedule 1 and Section 4(c) hereof, except as otherwise expressly provided for herein.

22. Duty to Mitigate. Medline shall take all reasonable actions necessary to minimize and correct any adverse impacts to the sewerage system or the environment resulting from noncompliance with this Agreement.

23. Inspection and Right of Entry. Persons or occupants of the Facility shall allow the Commission, the Village, the DNR, the EPA or their representatives ready access upon presentation of credentials, at all reasonable times, to all parts of the Facility for the purposes of inspection, sampling, examination of and photocopying of records required to be kept by this Agreement.

24. Records Retention.

(a) Medline shall retain and preserve for not less than three (3) years, any record, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or on behalf of Medline in connection with its discharge.

(b) All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the Commission shall be retained and preserved by Medline until all enforcement activities and all periods of limitation with respect to any and all appeals have expired.

25. Confidential Information. Except for data determined to be confidential under the Ordinance, all reports required by this Agreement shall be available for public inspection at the Commission Office.

26. Recording of Results. For each measurement or sample taken pursuant to the requirements of this Agreement, Medline shall use appropriate report formats and traceable delivery methods (i.e. email, etc.) when submitting required reports to the GM and shall retain copies of the reports submitted, date delivered and the delivery method used. The GM shall have the right to require Medline to use specified reporting forms, if he so elects.

27. Dilution. Medline shall not increase the use of water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with limitations contained in this Agreement.

28. Pretreatment Facilities Requirements. Except as otherwise provided for in this Agreement, Medline shall provide necessary wastewater treatment as required to comply with the most stringent requirements of the Ordinance, the Village Ordinance or Federal pretreatment standards, as established by 40 CFR Chapter N, Subpart I, Wisconsin Administrative Code standards and any permit conditions. Medline shall achieve compliance with all National Categorical Pretreatment Standards within the time limitations specified by Federal pretreatment regulations, and with any other pretreatment standard by applicable deadlines.

29. Material Removed from Pretreatment Facilities. Storage, handling, disposal and transportation of materials, if any, removed from pretreatment facilities shall be done according to all applicable Federal, State and local regulations that pertain to the type and/or class of waste generated. This material shall not be discharged to the sewerage system.

30. Statement of Penalties. Medline agrees that any violation of the terms or provisions of this Agreement may result in the Commission imposing the fines, forfeitures and penalties provided for in the Ordinance, as well as the Commission enforcing the terms hereof as provided for therein.

31. Termination of Agreement. This Agreement may be terminated (i) when, after inspection, monitoring or analysis, the Commission determines that the discharge of wastewater to the sanitary sewer is in violation of Federal, State or local laws, or the Ordinance, or (ii) Medline has otherwise defaulted under the terms and provisions of this Agreement or the Ordinance; provided however, that if a notice of default is required to be given by the terms of this Agreement or the Ordinance, such notice has been given and all applicable cure periods have expired with no cure being obtained. Additionally, falsification or intentional misrepresentation of data or statements or any required reporting forms shall be cause for termination. In the event of any such discharge or default for which applicable cure periods have expired, this Agreement may be summarily terminated by the Commission. Any administrative decision made by the GM which is the basis for a termination of this Agreement shall be subject to the right of Medline to appeal under Section 13.12 of the Ordinance.

32. Limitation of Transfer of Agreement. This Agreement is entered into with Medline for the process activity specified herein with respect to Products. Medline shall not assign or transfer its rights and obligations under this Agreement in whole or in part at any time, without the prior written consent of the GM. If such assignment is consented to, the said assignee shall assume the obligations of Medline pursuant to this Agreement, including those then existing and that may arise thereafter. The GM may require such assignee to execute such agreements of assumption as may be reasonably required to effectuate the foregoing. Medline shall promptly inform the GM, in writing, prior to any such assignment.

33. Falsifying Information or Tampering with Monitoring Equipment. Knowingly making any false statement on any report or other document required by this Agreement or

knowingly rendering any monitoring device or method inaccurate may result in fines levied pursuant to the Ordinance.

34. Modification or Revision of the Agreement.

(a) The terms and conditions of this Agreement may be subject to modification by the Commission at any time hereafter in the event the Industrial Wastewater discharges from the Facility (i) contain pollutants not identified in Section 4(c) or (ii) no longer meet the pretreatment standards and limitations set forth in Section 4(c), as may be modified from time to time pursuant to Section 4(d).

(b) The terms and conditions may be modified by the Commission as a result of EPA or DNR promulgating a new Federal or State pretreatment standard; or as necessary to ensure that the Commission is in compliance with its discharge limitations/requirements under state and federal laws.

35. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement or the application of any provision of this Agreement to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this Agreement shall not be affected thereby.

36. No Property Rights. This Agreement is revocable by the Commission summarily for violation of any term or provision hereof. By entering into the Agreement, Medline does not acquire any vested right or privilege, be it proprietary or otherwise, simply because of being a party to this Agreement.

37. Bypass. A "Bypass" is prohibited.

38. Ordinance. During the term of this Agreement, Medline shall comply in all respects with the Ordinance, the provisions of which are incorporated by reference.

39. Annual Fee. During the term of this Agreement so issued hereunder, Medline shall pay an annual administration fee of \$500 to the Commission payable upon execution hereof. If this Agreement is renewed, then Medline shall pay the renewal administrative fees described herein. The aforesaid annual fee may be changed from time to time in accordance with changes to sewer service charges, all as provided for in the Ordinance.

40. Renewal.

(a) In order for the term of this Agreement to be renewed, following its stated Expiration Date, Medline shall submit an application for renewal not less than ninety (90) days prior to the Expiration Date of the initial term of this Agreement or expiration of any renewal term hereof; unless this requirement for a renewal application is waived by the Commission in writing, or unless Medline provides a notification that its Industrial Wastewater discharge is ceasing. As a condition precedent to any renewal, Medline shall perform a full priority pollutant scan, including metals, of the Industrial Wastewaters Discharges from the Facility, based upon sampling taken in accordance with the provisions of Section 10 above, during the period not

more than one hundred eighty (180) days nor less than ninety (90) days prior to expiration of the initial term or any renewal term, as the case may be. The results of such scan shall be submitted with the application to the Commission.

(b) Upon receipt of the renewal application, the renewal administrative fee and the results of the full priority pollutant scan, the Commission may in its sole discretion, elect to renew the term of this Agreement for an additional one (1) year term or longer, upon the same terms and conditions contained herein or any additional terms and conditions the Commission may require.

(c) Medline shall pay an initial fee of \$500 upon execution hereof and a renewal administrative fee of \$500 for each year of the renewal term, to cover administrative expenses incurred by the Commission. The renewal administrative fee may be changed from time to time as provided for in the Ordinance.

(d) In submitting the application described in (a) above, Medline may request an increase in its wastewater discharges beyond the limits established in Sections 4(c) and (d) above, and may seek to have other terms of this Agreement modified as part of the renewal process, which requests shall be considered in the discretion of the Commission.

(e) In the event Medline has added or removed any Products pursuant to Section 4(g), then notwithstanding anything to the contrary contained herein, the term of this Agreement shall not be extended beyond the expiration of twelve (12) consecutive calendar months following the effective date of such addition/removal of Products.

41. Additional Fees.

(a) In addition to all fees (initial and renewal) Medline shall pay or otherwise reimburse the Commission for such additional charges and fees, which may include fees for but not limited to, monitoring, inspection, sampling and surveillance, as well as any other industry specific fees the Commission may deem necessary to carry out the requirements of the Ordinance.

(b) Medline shall reimburse the Commission for the total amount of attorneys' fees and costs incurred by it in negotiating and drafting this Agreement or subsequent renewals of this Agreement.

42. Conflict. Notwithstanding anything to the contrary contained herein, this Agreement shall not supersede or replace the Ordinance in any manner; and any conflict between the terms and provisions of this Agreement and such Ordinance shall be resolved in favor of the most restrictive provision. In the event the Ordinance is subsequently amended or modified, then all terms and conditions of this Agreement relative thereto shall be correspondingly amended and modified.

43. Charges and Fees.

(a) DUE Determination. The DUE determination consists of two parts:

- (i) Volume Connection Charges. For purposes of determining Volume Connection Charges pursuant to the Commission’s Ordinance, the parties agree that the wastewater discharges from the factory portion of the Facility as allocated pursuant to Section 4(c) equate to 19.75 DUEs, which equates to wastewater discharges of 4,000 gallons of volume per day. In the event the wastewater discharges should increase as provided for in Section 14 above, additional Volume Connection Charges shall be assigned and invoiced by the Commission in recognition of such additional volume discharge. Such additional Connection Charges shall be determined in accordance with the Ordinance; and all procedures set forth therein shall be followed. Medline acknowledges that for purposes of its User Charges, the number of volume DUEs is determined by flow and is variable each month.
- (ii) Industrial BOD Discharge Fees. For the purposes of determining Industrial BOD Discharge Fees pursuant to the Ordinance, the parties agree that the wastewater discharges from the Facility as allocated to Section 4(c) are 50 pounds of Industrial BOD Discharges. In the event the wastewater discharges should increase as provided for in Section 14 above, then additional Industrial BOD Discharge Fees shall be assigned and invoiced by the Commission in Recognition of such additional Industrial BOD Discharge. Medline acknowledges that for purposes of its Industrial BOD Discharge Fee, the number of BOD pounds is determined by flow and its strength concentrations and is variable each month.

(b) Village User Charge. Medline shall pay to the Village the appropriate sewer user charge provided for in the Village Ordinances. Such user charges may be changed from time to time by the Village.

(c) Commission User Surcharge. Medline shall pay directly to the Commission the following rates of user surcharge for the following constituents in the wastewaters discharged from the Facility.

<u>Constituent</u>	<u>User Surcharge</u>
For BOD (in excess of 200 mg/l)	\$0.323/lb. per day
For Suspended Solids (in excess of 250 mg/l)	\$0.333/lb. per day
For Phosphorous (in excess of 6 mg/l)	\$2.981/lb/day

Payments shall be made to the Commission within thirty (30) days of the date of invoice. Invoices for user surcharges will be sent out quarterly by the Commission. Payments shall cover a quarter or three (3) month period of time. Any payment not made when due, shall bear interest

at the rate of 18.0% per annum from the due date until paid. User surcharges shall be based on the testing and monitoring results obtained pursuant to Section 10 above. The monthly average of the foregoing constituents as reported pursuant to Section 4(c) and 10(a) shall be used for purposes of determining the daily surcharge of constituents. The foregoing user surcharges and interest rate may be changed annually by the Commission in accordance with the terms of the Ordinance.

(d) Volume Connection Charges. As of August 31, 2016, Medline has been assigned Volume Connection Charges for a total of 22.75 DUEs. See Addendum A, attached hereto and incorporated herein. Of this sum, 19.75 DUEs have been allocated exclusively for factory wastewater discharges of 4,000 gallons of volume per day. The foregoing reflects an increase in the total number of DUEs allocated to Medline pursuant to the Prior Agreement, which increase is due to increased wastewater flows and strengths from the Facility. In the event the wastewater discharges increase as provided for in Sections 4(d) and 14 above, additional Volume Connection Charges shall be paid based upon any additional volume DUEs assigned by the Commission and in an amount determined by application of the Ordinance and the Village ordinances in effect from time to time. In the event of any reduction in wastewater discharges at the Facility, howsoever caused, the Commission and Village have no obligation to refund any Volume Connection Charge previously paid.

(e) Industrial BOD Discharge Fees. As of October 1, 2014, Medline has been assigned Industrial BOD Discharge Fees for a total of 50 pounds of Industrial BOD Discharge per day. The Industrial BOD Discharge Fee is in recognition that the Industrial BOD Wastewater discharges from the Facility are of such strength that it uses an increased amount of the design capacity of the POTW over residential use. In the event Medline increases its discharge of wastewaters and/or constituents as provided for in Sections 4(d) and 14 above, Medline shall pay additional Industrial BOD Industrial Discharge Fees in such amounts as may be determined by the Commission. In the event of any reduction in wastewater constituents at the Facility, howsoever caused, the Commission and the Village have no obligation to refund any Industrial BOD Discharge Fees previously paid.

(f) Automatic Assessment of Additional Connection Charges. For purposes of Sections 4(d) and 14 above, and notwithstanding anything to the contrary contained therein, in the event the reports required to be prepared and filed pursuant to Section 10(a) above indicate that the monthly average for the three-month period of any calendar quarter (commencing with the fourth calendar quarter of 2014) of industrial wastewater discharges from the Facility exceed the volume limitations set forth in Section 4(c) and/or the BOD limitations set forth in Section 4(c), then in any such events the following shall occur:

- (i) Medline shall pay a fine equal to \$1,000 for failure to provide the notice required under Sections 4(d) and 14 above; and
- (ii) Medline shall pay additional Volume Connection Charges and/or Industrial BOD Discharge Fees as provided for in Sections 43(d) and (e) above.

The Commission shall invoice Medline for any sums due under this Section 43(f) and all such sums shall be due and payable in full within 30 days after date of invoice.

(g) Collection Matters. If any payment is not received by the Commission on or prior to its due date, then it shall bear a late payment charge equal to 5% of the amount of the invoice therefor. If such User Charge, Connection Charge or User Surcharge or Industrial Discharge Fee remains unpaid and outstanding for a period of thirty (30) days after the date of invoice, then such unpaid sums shall bear interest at the rate of 18% per annum from date of invoice until paid. Further, the Commission is authorized and directed to cause any unpaid fees, charges, or interest outstanding beyond thirty (30) days to be placed upon the tax rolls of the Village and imposed as a delinquent tax in the same manner as all other delinquent sewer and water charges are; and Medline waives any right to contest the same. In the event the Commission determines to collect any sums due it hereunder, then in such event, Medline shall reimburse the Commission for all such collection costs so incurred, including but not limited to reasonable attorneys' fees. The foregoing late payment charges and interest rate may be changed annually by the Commission in accordance with user charge adjustments, all as provided for in the Ordinance.

44. Nondiscrimination. The Commission agrees that it will not, during the term of this Agreement, offer or provide sewerage services to any other similarly situated user on terms and conditions or at rates which are more favorable than those contained in this Agreement without first offering such terms to Medline. The Commission operates the POTW as a utility for the benefit of all users. The Commission intends to, and its presently adopted Sewer Use and User Charge Ordinances do, treat similarly situated users on the same basis.

45. Default and Dispute Resolution. A dispute or controversy between Medline and the Commission shall be resolved in accordance with this Section as follows:

(a) Ordinance Violation. Any violation of the Ordinance by Medline shall be subject to the terms and provisions thereof; and nothing contained herein shall be construed as limiting the authority of the Commission to enforce the terms thereof. Any default by Medline under the Ordinance or its application shall be resolved as provided for in the Ordinance or as provided for in Section 66.0821(5), Wis. Stats.

(b) Monetary Defaults. In the event of any default involving the payment of monies for sewer service user charges, user surcharges, annual/renewal administrative fees, Volume Connection Charges, Industrial BOD Discharge Fees, fines, penalties, interest, or other sums, Medline shall, as a condition precedent to any dispute resolution procedure, pay all such amounts as and when due. The failure to do so shall preclude Medline from any remedy seeking the resolution of any dispute associated therewith. Monetary disputes by Medline shall be resolved as provided for in the Ordinance or in Section 66.0821(5), Wis. Stats. All sums due under this Agreement shall be paid as and when due; and the failure to so pay is not subject to any further notice or opportunity to cure requirements.

(c) Default Under this Agreement. In the event Medline should default under any term or provision of this Agreement, which is not covered under (a) or (b) above, then in

such event, the Commission shall give written notice of default to Medline in the manner provided for in the Ordinance. Medline shall then have a period of twenty (20) days thereafter within which to cure the default. If not so cured, then the Commission may elect to terminate this Agreement at the expiration of the 20-day period. Further, the Commission may impose a \$1,000 fine upon Medline for each violation specified in the notice of default. Each day the violation continues shall be considered a separate violation for purposes of determining the total fine. Fines shall be collected in the manner provided for in the Ordinance

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Passed and Adopted: November 15, 2016

Votes: 8 Ayes 0 Nays

DELAFIELD-HARTLAND WATER POLLUTION CONTROL COMMISSION

By: Michele F. DeYoe
Name: Michele F. DeYoe
Title: Commission Chairperson

Attest: Rosemary Frick
Name: Rosemary Frick
Title: Commission Finance Director

MEDLINE INDUSTRIES, INC.

By: James L. Basler
Name: James L. Basler
Title: VP-Manufacturing

CONSENT OF VILLAGE

The Village of Hartland does hereby consent to the foregoing Industrial Service Agreement.

Date: _____, 2016

VILLAGE OF HARTLAND

By: _____
Name: _____
Title: Village President

Attest: _____
Name: _____
Title: Village Clerk

TABLE OF EXHIBITS AND ATTACHMENTS

Exhibit 4(e)	Medline Industries, Inc. Plan of Operation
Schedule 1	Pollutant Parameters Daily Maximum Limits
Addendum A	Connection Charges and Industrial Discharge Fees Paid/Assigned as of 08/31/2016

Medline Industries, Inc.

Plan of Operation

Exhibit 4(e) Revised September 3, 2014

General Information

Medline Industries, Inc. wastewater treatment equipment was manufactured by Beckart Environmental, Inc. and originally installed on June 19, 2007 at the present facility location. The Beckart Environmental Batch Filter Press Wastewater Treatment System separates water-based waste into two disposable waste products. The first product is a clear water stream, the second is a dry cake consisting of approximately 50% (by weight) waste solids.

The core components of the Beckart system consists of the following: an equalization (collection) tank, a chemical treatment tank, a coagulant storage and metering assembly, a polymer storage and metering assembly, a pH adjustment (lime) storage and metering assembly, a sodium thiosulfate storage and metering assembly, an equalization transfer pump, a recirculation/sludge transfer pump assembly, a filter press, a filtrate (clear water) holding tank, a filtrate pump, a diatomaceous earth slurry tank with recirculation pump and a programmable logic controller.

System Operation

The Beckart Environmental Batch Filter Press Wastewater Treatment System operates in the following manner to produce water waste products that can be disposed to the sanitary sewer and a solid waste product that can be disposed of in a landfill.

Wastewater from the manufacturing process are controlled by the process waste water drain system and transferred to the equalization tank. An operator initiates the transfer of a volume of wastewater from the equalization tank to the chemical treatment tank whenever there is sufficient wastewater in the equalization tank to fill the treatment tank and the operator has cleared the previous treatment cycle. In the meantime the equalization tank is agitated by an air diffusion bed from the bottom of the tank.

The treatment tank mixer and recirculation/transfer pump is activated during the water transfer from the equalization to the treatment tank. The Programmable Logic Controller (PLC) controlled chemical treatment process begins with the addition of coagulant to break the emulsion in the water and create a floc which is separable from the water. After the addition of the coagulant which will reduce pH, the pH controller will adjust the pH to specification by adding lime solution as necessary. Sodium thiosulfate is added to reduce the iodine in the waste water to an iodide. The last step in the chemical treatment process is the addition of polymer which enlarges the floc formation for filtration.

Medline Industries, Inc.

Plan of Operation

Exhibit 4(e) Revised September 3, 2014

After the chemical treatment process is complete and a time delay for settling of the solids has occurred, the PLC will transfer the contents of the chemical treatment tank to the filter press. The filter press will pre-coat with a thin layer of diatomaceous earth in preparation of the filter press cycle. This transfer occurs in a two phases. Phase one is a dewatering phase where parts of the treatment tank are cycled to remove the clear water (water that is above the sludge level) pumped through the sludge pump to the filter press. In Phase two, as the decant valve closes simultaneously as the bottom valve opens, the PLC will sequence the operating air pressure to the sludge transfer pump to obtain the optimal fluid flow rate through the filter press to capture the floc particles onto the filter cloths during the initial formation of the filter cake. After the initial filter cake layer has been formed on the filter cloths, the PLC will progressively increase the pump pressure to minimize the time required to process a batch of treated wastewater.

The treated water will flow through forming the filter cake, pass through the filter cloth, and will be collected in the filtrate holding tank. The filtrate holding tank has level control assemblies, and when the level of water reaches a specified level, the PLC will start a centrifugal transfer pump to transfer the water from the filtrate holding tank, through an electromagnetic flow meter and a pH probe assembly then discharges into a sanitary sewer connection.

A wheel chart records each discharge cycle, noting the time, pH, and total gallons of each cycle. The pH meter is connected to the chart recorder and functions with the PLC. In the event the pH of the filtrate discharge water falls or rises beyond the set points programmed into the PLC, the PLC halts the discharge by stopping the transfer sludge pump and prevents the centrifugal pump from operating until the out of parameter pH condition is corrected.

The PLC reads a pressure transducer when the filter press is full, indicates the batch cycle discharge is complete, and shuts down the transfer sludge pump. The operator will read the PLC and observe the current status and begin the filter press blow down. After the blow down is complete the press is opened and the cake is removed from the cloth into cake hoppers. Hoppers can then be dumped into a disposal service container and trucked to a landfill for disposal.

Medline Industries, Inc. Industrial Service Agreement
 Re: Wastewater Discharges
 Pollutant Parameters Daily Maximum Limits
 Schedule 1 (Revised 11/15/16)

<u>Pollutant Parameters</u>	<u>Required Tests</u>	<u>Parameter</u>	<u>Daily Maximum</u>
	<u>Short(2)/Long(3)</u>	<u>Units</u>	<u>Limits</u>
Acetone (ug/l)(1)	Short/Long	mg/l	20.70
Ammonia-Nitrogen	Short/Long	mg/l	20
BOD-Biochemical Oxygen Demand	Short/Long	mg/l	200
Chloride	Short/Long	mg/l	400
Ethanol(ug/l)(1)	Short/Long	mg/l	150
Flashpoint	Short/Long	F	>140F
Isopropyl Acetate	Short/Long	mg/l	20.70
Isopropyl Alcohol (ug/l)(1)	Short/Long	mg/l	150
n-Amyl Acetate	Short/Long	mg/l	20.70
pH (Lab)	Short/Long	su	6.0-9.0
Phenol	Short/Long	mg/l	2.00
Phosphorus	Short/Long	mg/l	6
Temperature	Short/Long	C/F	65C/150F
TSS-Total Suspended Solids	Short/Long	mg/l	250
TTO-Total Toxic Organics	Short/Long	mg/l	2.13
Arsenic	Long	mg/l	0.23
BTEX–Benzene, Toluene, Ethylbenzene & Xylenes	Long	mg/l	150
Cadmium	Long	mg/l	0.18
Chromium	Long	mg/l	1.00
Copper	Long	mg/l	2.40
Cyanide	Long	mg/l	0.43
Ethyl Acetate (ug/l)(1)	Long	mg/l	20.70
FO&G (Oil & Grease-HEM)	Long	mg/l	100
H-O&G (Petroleum Hydrocarbons)	Long	mg/l	25
Lead	Long	mg/l	0.69
Mercury (ug/l)(1)	Long	mg/l	0.003
Methylene Chloride	Long	mg/l	3.0/0.7
Molybdenum	Long	mg/l	0.40
Nickel	Long	mg/l	4.00
Selenium	Long	mg/l	0.50
Silver	Long	mg/l	0.20
Zinc	Long	mg/l	2.60

(1) Units reported on Eurofins SFA Lab Tests as ug/l not mg/l (1 ug/l = 0.001 mg/l).

(2) Short tests are performed twice per month in the first and third weeks of the month.

(3) Long tests are performed once per month in January and July.

Addendum A
 Medline Industrial Service Agreement
 Re: Wastewater Discharges
 Connection Charges & Industrial Discharge Fees
 Paid/Assigned as of 08/31/2016

	3rd Quarter 2016 Requested	Current Paid/Assigned	Additional DUEs Paid	
<u>DHWPC Connection Charges</u>				
Volume - gallons/day	4,000	2,000	2,000	
/ SUO - gallons per day of 1 DUE	205	205	205	
= DUEs Rounded up to next 0.25	19.75	10.00	9.75	Rounded
- Transferred DUEs from Office			(8.75)	(1)
= Additional DUEs Charged for Volume Increase			1.00	(2)
x Connection Charge per 1 DUE			\$4,339.00	
Total Volume Connection Charges			\$4,339.00	

	3rd Quarter 2016 Requested	Current Paid/Assigned	Additional DUEs Paid	
<u>DHWPC Industrial Discharge Fees</u>				
BOD - pounds/day	50	50	0	
/ SUO - pounds per day of 1 DUE	0.343	0.343	0.343	
= DUEs Rounded up to next 0.25	146.00	146.00	0.00	Rounded
- Credit for Add'l DUEs paid in Volume			(1.00)	
Additional DUEs for Industrial BOD			0.00	
x Price of BOD DUE Parameter			\$460.00	(3)
Net BOD Industrial Discharge Fees			\$0.00	
Total DHWPCC Charges Paid 08/31/2016			\$4,339.00	

Price of DUE - Breakdown by Parameter for Domestic Strength:

Volume	\$3,013
BOD (3)	\$460
SS	\$707
Phos	\$159
Total DUE	\$4,339

Summary of Total Medline DUEs:

	01/01/11 DUEs (4) Paid/Assigned	2016 Dept. DUEs Reassigned (1)	8/31/2016 Add'l DUEs Paid (2)	Total DUEs Paid/Assigned
<u>DHWPC Volume Connection Charges</u>				
Medline Office DUEs	11.75	(8.75)	0.00	3.00
Medline Factory DUEs	10.00	8.75	1.00	19.75
Total Medline DUEs	21.75	0.00	1.00	22.75

Cc: Jim Basiliere, Medline Industries, Inc.
 Tom Biedrzycki, Medline Industries, Inc.
 Scott Luczak, Delafield-Hartland WPCC
 Faith Kandler, Village of Hartland
 Mike Einweck, Village of Hartland

Additional Note on (4):

These DUEs have been restructured and are based on 75,000 gallons/year (or 205 gallons/day) per Domestic User Equivalent (DUE) starting January 1, 2011. Prior to 2011, a DUE was defined as 100,000 gallons/year (or 275 gallons/day). Any previously purchased DUEs have been grandfathered in at 1.33 (100,000/75,000) times the paid/assigned DUE total and rounded up to the nearest 0.25 DUE.