

VILLAGE BOARD AGENDA
MONDAY, DECEMBER 11, 2017
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Roll Call

Pledge of Allegiance – President Pfannerstill

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. Presentation by representatives of Ruekert Mielke of an Infrastructure Investment Achievement Award to the Village of Hartland for its ongoing effort to plan for and invest in the community's infrastructure. The Award includes a \$1,000 donation from Ruekert Mielke to the Hartland Food Pantry.
2. Consideration of a motion to approve Village Board minutes of November 27, 2017.
3. Consideration of a motion to approve vouchers for payment.
4. Consideration of actions related to Licenses and Permits
 - a. Consideration of an application for Operator's (Bartender) Licenses with a term ending June 30, 2018.
 - b. Consideration of an application for a street use permit for Lighthouse Events
5. Second reading of Bill for an Ordinance No. 11/27/17-01 "An Ordinance to Amend Chapter 46 of the Village of Hartland Municipal Code Pertaining to Zoning Ordinance"
6. Consideration of a motion to adopt Resolution No. 12/11/2017-01 "A Resolution Establishing Reporting for Wards 13 & 14 in the Village of Hartland, Waukesha County Wisconsin".
7. Consideration of a motion to adopt Resolution No. 12/11/2017-02 "Resolution Approving Municipal Court Budget".
8. Consideration of a motion to approve the Industrial Service Agreement re: Wastewater Discharges with Medline Industries, Inc.
9. Items related to the Hawks Haven Subdivision in the Town of Delafield
 - a. Consideration of a motion to approve a reduction in the Letter of Credit for the Hawks Haven Subdivision
 - b. Consideration of a motion to adopt Resolution 12/11/2017-03, "A Resolution Accepting Public Improvements in the Hawks Haven Subdivision"

VILLAGE BOARD AGENDA
MONDAY, DECEMBER 11, 2017
7:00 PM
PAGE 2

10. Consideration of a motion to approve the ordering and purchase of a Ford F350 pickup truck as specified for the Public Works Department from Badger Truck Center of Milwaukee in the amount of \$31,150 and to declare as surplus and authorize the disposal of the 2003 Ford pickup truck upon receipt of the replacement vehicle.
11. Consideration of a motion to approve the ordering and purchase of a Life Line Ambulance as specified for the Fire Department from Jefferson Fire and Safety of Middleton in the not-to-exceed amount of \$248,251 and to declare as surplus and authorize the disposal of the 2008 Road Rescue ambulance upon receipt of the replacement vehicle.
12. Consideration of actions related to the appointment of a new Assessor.
 - a. Consideration of a motion to confirm the Village President's appointment of Grotta Appraisals, LLC as Village Assessor.
 - b. Consideration of a motion to approve a four-year contract with Grotta Appraisals, LLC for Assessor services in the not-to-exceed amount of \$62,250 annually.
13. Consideration of a motion to approve an amendment to the contract with the Hartland Professional Police Association to incorporate the general wage adjustment approved in the 2018 Village Budget.
14. Consideration of a motion to appoint Election Inspectors with terms to expire Dec. 31, 2019.
15. Consideration of a motion to cancel the Village Board meeting scheduled for December 25.
16. 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.
17. Consideration of a motion to recess to closed session pursuant to State Statutes §19.85 (1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the Village Administrator and to adjourn thereafter without reconvening into open session pursuant to §19.95(2).

David E. Cox, Village Administrator

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

MEMORANDUM

TO: President and Board of Trustees
FROM: David E. Cox, Village Administrator
DATE: December 8, 2017
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 1 Regarding the Ruckert Mielke Infrastructure Investment Achievement Award

Background: Ruckert Mielke, the Village's engineering consulting firm has regularly presented one of its clients with this award as recognition of that client's ongoing effort to plan for and invest in the community's infrastructure. Hartland is being recognized for consistent prioritization of road maintenance, thorough and thoughtful planning of our utility infrastructure and use of GIS data management systems to empower decision making and staff. The Award also includes a \$1,000 donation from Ruckert Mielke to the Hartland Food Pantry.

Recommendation: Accept the award and acknowledge the Food Pantry donation.

Item 5 Regarding updates to the Zoning Code

Background: The Plan Commission has considered and recommended several updates and corrections to the Zoning Code. Most of the changes relate to correcting cross references. The Commission has also recommended an amendment that would add a new limit to the size of Accessory Structures such as detached garages and sheds. Previously, these structures were allowed to occupy up to 20 percent (20%) of the rear yard. The Plan Commission has recommended that these structures be limited to the lesser of 20 percent (20%) or 800 square feet. This is intended to prevent very large Accessory Structures and will only impact larger lots with rear yards greater than 4,000 square feet. The size standard would allow construction of a three car garage. The Board is asked to give second reading to the ordinance. A public hearing on the matter is set for January 8, 2018.

Recommendation: Provide for the second reading and hold over for consideration at the next meeting.

Item 6 Regarding a Resolution establishing reporting for election Wards 13 and 14

Background: At the request of the Waukesha County Clerk, Hartland is being asked to officially confirm that even if we combine Wards 13 and 14 (Windrush and Four Winds West subdivisions, respectively), which are in separate County Supervisor districts, for polling place purposes, we will always report the results to the County separately when a County election is on the ballot.

Recommendation: Adopt the resolution.

Item 7 Related to a Resolution to approve the Lake Country Municipal Court budget.

Background: The Village Board will be asked approve the 2018 Budget for the Lake Country Municipal Court. As a reminder, the Village is part of a joint court system for municipal offenses that serves nineteen (19) municipalities in and around the Lake Country area. Each member is asked to approve the Court's budget, which is funded completely by the Court costs applied to each ticket or citation paid and not through municipal funds.

Recommendation: Approve the Resolution regarding the Court Budget.

Item 8 Related to a sewer Industrial Service Agreement for Medline Industries.

Background: The Village Board will be asked to approve a revised Industrial Service Agreement with Medline Industries for sanitary sewer pre-treatment requirements for the wastewater flow out of this medical and healthcare supplies manufacturer in the Village. The agreements and requirements in the documents, which relate to procedures Medline must undertake in its facility to prepare the wastewater for final treatment, have been established with Del-Hart, our joint wastewater treatment facility and the agreement has been approved by its Board.

Recommendation: Approve the Industrial Service Agreement.

Item 9 Related to the Hawks Haven Subdivision.

Background: The Hawks Haven Subdivision, which is located south of North Shore Drive in the Town of Delafield, is served by Village sanitary and storm sewer. The construction work on these systems has been completed and they are ready to go online and begin accepting flow. As such, the Village Board is asked to approve a reduction in the Letter of Credit to the amount required for the guarantee period and to accept the infrastructure that will be owned and

maintained by the Village. As the Board will recall, this area is served with sewer as part of an agreement between the Village and the Town of Delafield. Residents in the area will pay the same sewer rates as Hartland residents plus a 25 percent service charge. Additionally, these owners will contribute to the cost of the Village's storm water system maintenance through an annual charge on their tax bills facilitated by the Town. Additional information may be found in the memo from Public Works Director Einweck.

Recommendation: Approve the actions to reduce the Letter of Credit and accept the infrastructure.

Item 10 Related to the purchase of a replacement vehicle for the Public Works Department.

Background: The Village Board is asked to authorize the ordering and purchase of a replacement F350 pickup truck for the Public Works Department and to declare as surplus the vehicle it is replacing. The vehicle will not be received until mid-2018 but is being ordered now to help ensure the best price and take advantage of an orange paint run being scheduled by Ford. The surplus vehicle will likely be traded-in when the new vehicle is received. Additional information may be found in the memo from Public Works Operations Supervisor Gerszewski.

Recommendation: Approve the ordering and purchase of the replacement truck and the surplus declaration for the old truck.

Item 11 Related to the purchase of a replacement ambulance for the Fire Department.

Background: The Village Board tabled the motion to authorize the ordering and purchase of an ambulance for the Fire Department to allow time to review the purchase process to ensure that it was proper. The process was reviewed and the purchase is recommended.

Recommendation: Approve the ordering and purchase of the replacement ambulance and the surplus declaration for the old unit.

Item 12 Related to appointment of a new Village Assessor.

Background: After expiration of the contract with the previous Assessor, the Village began the process to review proposals from various assessing firms to provide these services to the Village. Services include the annual determination of property values for all real properties in the Village, except manufacturing properties, which are assessed by the State, as well as all

commercial personal properties. A committee of staff and Village Board members interviewed four firms and has recommended Grota Appraisals, LLC. Under the Village Code, the Village President makes this appointment with Village Board approval. That is the first action to be taken by the Board. Interestingly, in accordance with the Village Code, the Village President is not allowed to vote on this appointment. Additionally, the Board is asked to approve the compensation through the recommended four-year agreement. The entire Board, including the Village President, is allowed to vote on that matter. Additional information may be found in the memo from Finance Director Bailey.

Recommendation: Approve the appointment and the contract.

Item 13 Related to an amendment to the Police Officer contract.

Background: Pursuant to the agreement with the Police Officers Union, the Village and the Union annually agree on the wage increase to be given to Officers. For many years, the agreement has been made after the Board has determined the general wage adjustment for non-union staff and the Officers Union has agreed to the same figure. That continues this year. As such, the Village Board is asked to approve an amendment to the Police Officers Agreement to incorporate the 1.9% adjustment into the wage scale.

Recommendation: Approve the contract amendment.

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

November 22, 2017

Mr. Jeffrey Pfannerstill
Village President
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Re: Infrastructure Investment Achievement Award

Dear Mr. Pfannerstill:

Congratulations on becoming a recipient of Ruekert & Mielke, Inc.'s (R/M) 2017 Investment in Infrastructure Achievement Award. For over 71 years, R/M has continued to understand the challenges communities and their leaders face. Cities, villages, and towns across the Midwest regularly contend with tax levy rate restrictions, limited budget funds, and multiple municipal needs. R/M is proud to award the Village of Hartland on the tremendous investments made to their infrastructure, which have resulted in successful projects to better the quality of life for residents and business owners.

R/M has been proud to serve the Village of Hartland for the last four decades. During the recent past, there are several infrastructure related projects that set the Village apart from other municipalities in southeastern Wisconsin. The Village consistently prioritizes its road maintenance program resulting in a higher than typical PASER rating; has thoughtfully planned its sewer and water utilities systems, which has resulted in orderly development; and has empowered its staff with a comprehensive GIS data management system.

Please accept this Achievement Award and a \$1,000 monetary award donation from Ruekert & Mielke, Inc. to be given to the Village's non-profit choice designated by your Village Board. A brief award presentation will be hosted in your honor on Monday, December 11th at the beginning of the Village Board meeting at 7 p.m. Cathy Potter, Marketing Specialist, will contact you with further details regarding the award presentation. Cathy's contact information is (262) 542-5733 or cpotter@ruekert-mielke.com. Congratulations on your success and achievement. Ruekert & Mielke, Inc. is proud to honor you.

Very truly yours,

RUEKERT & MIELKE, INC.



Stanley R. Sugden, P.E. (WI, IL)
President
ssugden@ruekert-mielke.com

cc: David Cox, Village of Hartland
File

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 27, 2017
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Roll Call

Pledge of Allegiance – Landwehr

Present: Trustees Stevens, Compton, Landwehr, Swenson, Wallschlager, President Pfannerstill

Excused: Trustee Meyers

Others: Administrator Cox, DPW Director Einweck, Police Chief Bagin, Fire Chief Dean, Clerk Igl, Finance Director Bailey

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. Motion (Wallschlager/Swenson) to approve Village Board minutes of November 13, 2017. Carried (6-0).
2. Motion (Landwehr/Swenson) to approve vouchers for payment in the amount of \$363,040.67. Carried (6-0).
3. Consideration of actions related to Licenses and Permits
 - a. Motion (Compton/Landwehr) to approve an application for Operator's (Bartender) Licenses with a term ending June 30, 2018. Carried (6-0).

Item referred from the November 20, 2017 Plan Commission meeting

4. Consideration of a motion to approve lighting and landscape plans for H.M. Product Solutions, 581 S. Industrial Drive, with conditions.

Administrator Cox stated that a 30,000 square foot expansion has been completed. The revised lighting and landscape plans were reviewed by the Plan Commission. The Plan Commission requested that lighting fixtures on north side be reduced in intensity to meet the Village code. Motion (Swenson/Landwehr) to approve lighting and landscape plans for H.M. Product Solutions, 581 S. Industrial Drive, with condition requested regarding lighting. Carried (6-0).

5. Items related to updates and corrections to the Zoning Code
 - a. First reading of Bill for an Ordinance No. 11/27/17-01 "An Ordinance to Amend Chapter 46 of the Village of Hartland Municipal Code Pertaining to Zoning Ordinance"

Administrator Cox stated that most of the changes are to correct minor errors that existed and to correct cross references that were not accurate. He stated that one change of substance is related to the Plan Commission approving a maximum limit on the size of accessory structures in rear yards of 800 square feet. It was stated a public hearing is required for the changes.

- b. Motion (Compton/Swenson) to set the date of a Public Hearing for January 8, 2018. Carried (6-0).

Other Items for Consideration

6. Consideration of Resolution No. 11/27/2017-01 "A Resolution Creating the Environmental Corridor and Open Space Committee"

DPW Director Einweck stated that one of the recommendations of the Task Force was to create a permanent committee. He stated that the new committee will include liaisons and five citizen members. The current task force members are being polled to determine whether they are interested in serving on the committee. It was stated that appointments to the committee will be considered at a future meeting and will be staggered terms. Motion (Swenson/Landwehr) to approve Resolution No. 11/27/2017-01 "A Resolution Creating the Environmental Corridor and Open Space Committee". Carried (6-0).

7. Consideration of a motion to approve the Job Description for the position of Firefighter/Paramedic.
8. Administrator Cox stated that this is the next step in elevating to the paramedic level. He stated that the job description is similar to the EMS description with significant differences as it relates to licensing and responsibilities. Motion (Compton/Stevens) to approve the Job Description for the position of Firefighter/Paramedic. Carried (6-0).
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.

President Pfannerstill announced that the Village was given an infrastructure achievement award from Ruckert & Mielke in the amount of \$1,000 that will be a donation to a non-profit organization.

Trustee Wallschlager announced that Hartland Lights is scheduled for Dec. 1 from 6-9 p.m. and that the Holiday Train will arrive on Dec. 3 at approximately 5:45 at Cottonwood and Pawling.

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 27, 2017
7:00 PM
PAGE 3

Finance Director Bailey stated that tax bills are scheduled to be mailed on Dec. 1.

Trustee Compton stated that Santa will be at the library on Dec. 9 from 10-11:30 a.m.

10. Adjourn.

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: December 8, 2017

RE: Voucher List

Attached is the voucher list for the December 11, 2017 Village Board meeting.

December 11, 2017 Checks:	\$ 114,571.63
November Manual Checks:	\$ 1,490.79
November Wires:	\$ 205,177.73
Total amount to be approved:	<u>\$ 321,240.15</u>

VILLAGE OF HARTLAND
VOUCHER LIST - DECEMBER 11, 2017

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-12110 PROPERTY TAX REFUNDS	BRUCE, MICHAEL & KERRY	0726977053	\$194.01
G 403-31858 HAWKS HAVEN	DELAFIELD-HARTLAND WATER	REVIEW OF SEWER AGREEMENT/HAWKS HAVEN	\$564.00
G 101-12110 PROPERTY TAX REFUNDS	HANSEN, RYAN & LINDSAY	0391031	\$314.67
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	DEC DUES	\$591.00
G 101-12110 PROPERTY TAX REFUNDS	JANKE, DIANE	0727343005	\$44.48
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	AUSTIN/I509822-5	\$363.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	AUSTIN/I509823-6	\$174.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	AUSTIN/I157997-0	\$363.00
G 101-12110 PROPERTY TAX REFUNDS	LISA PELLEGRINI	0729048	\$124.74
G 101-12110 PROPERTY TAX REFUNDS	LOW, RICKY & KELLY	0427138	\$244.98
G 403-31858 HAWKS HAVEN	RUEKERT & MIELKE	CONSTRUCTION/EROSION CONTROL REVIEW	\$3,684.65
R 101-44100 LICENSES	WAUKESHA COUNTY CLERK	DOG LICENSES	\$1,361.00
G 101-23000 SPECIAL DEPOSITS	WINEBOW, INC	BUSINESS OCC/1040 COTTONWOOD STE 200	\$500.00
G 101-12110 PROPERTY TAX REFUNDS	WIPERT, STEPHEN	0726977032	\$472.25
EXPENSE Descr			\$8,995.78
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$430.93
E 101-52300-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	ROTATE TRUCK TIRES #4352	\$65.90
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	LAKE COUNTRY FIRE & RESCUE	OCT INTERCEPTS	\$850.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	OCT-NOV PHONE	\$73.28
EXPENSE Descr AMBULANCE			\$1,420.11
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-719 EVENTS	CARDMEMBER SERVICES	SPIRAL STAKES FOR BANNER STRAPS	\$43.55
E 804-56700-758 MEETINGS	CARDMEMBER SERVICES	BID COMMITTEE MEETING COFFEE	\$15.76
E 804-56700-746 TELEPHONE	CARDMEMBER SERVICES	NOV UVERSE	\$119.68
E 804-56700-715 STREETScape PROGRAM	CARDMEMBER SERVICES	SNOWFLAKES/DOWNTOWN LIGHT POLE	\$131.90
E 804-56700-758 MEETINGS	CARDMEMBER SERVICES	BID MEETINGS COFFEE/BAKED GOODS	\$38.79
E 804-56700-719 EVENTS	CARDMEMBER SERVICES	HARTLAND LIGHTS 2017	\$25.05
E 804-56700-719 EVENTS	CARDMEMBER SERVICES	STAKES FOR BANNERS/WIRE/STRAPS	\$83.27
E 804-56700-719 EVENTS	GARDNER, CINDY	REIMBURSE TRICK OR TREAT CANDY	\$73.57
E 804-56700-718 DISTRICT ADV & MARKET POSITION	LAKE COUNTRY BED BARN	CO-OP ADVERTISING GRANT	\$300.00
E 804-56700-715 STREETScape PROGRAM	PATIO PETALS	2017 HOLIDAY DECORATING	\$1,670.00
E 804-56700-711 FAÇADE PROGRAM	SEÑOR TOMAS	SIDEWALK IMPROVEMENT	\$527.50
E 804-56700-719 EVENTS	VILLAGE GRAPHICS	HARTLAND LIGHTS COPIES	\$55.00
E 804-56700-719 EVENTS	VILLAGE GRAPHICS	HARTLAND LIGHTS COPIES	\$206.00
E 804-56700-750 COPIES/DUPLICATION	WI DEPT OF REVENUE	BUSINESS TAX REGISTRATION	\$10.00
EXPENSE Descr ECONOMIC DEVELOPMENT			\$3,300.07

Account Descr	Search Name	Comments	Amount
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 101-53635-460 LANDSCAPE MANAGEMENT	BIEBELS TRUE VALUE	TREE WEDGES	\$22.41
EXPENSE Descr ENVIRONMENTAL SERVICES			\$22.41
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC SERVICE	\$18.50
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	BANYON DATA SYSTEMS INC	POS SUPPORT/FUND INVOICE/FUND SUPPORT	\$491.67
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	DEC ADMN SERVICES	\$171.20
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$63.10
EXPENSE Descr FINANCIAL ADMINISTRATION			\$744.47
EXPENSE Descr FIRE PROTECTION			
E 101-52200-220 UTILITY SERVICES	AT&T	NOV-DEC SERVICE	\$18.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	FLEMINGS FIRE 1, INC.	FIRE EXTINGUISHER RECHARGE/CAN SMOKE AEROSOL	\$115.25
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	INK TONER	\$133.99
E 101-52200-220 UTILITY SERVICES	U.S. CELLULAR	OCT-NOV PHONE	\$73.28
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	W.S. DARLEY & CO.	SPANNER WRENCHES/HOLDER	\$124.99
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	OCT ELECTRIC/GAS	\$536.49
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	JUNE-OCT SURVIVE ALIVE/GAS	-\$0.41
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	OCT SURVIVE ALIVE/ELECT	\$97.46
EXPENSE Descr FIRE PROTECTION			\$1,099.55
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC SERVICE	\$18.50
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$57.80
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$11.82
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$32.05
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PITNEY BOWES	SEPT-DEC LEASE	\$331.95
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	OCT-NOV ADDL IMAGES	\$138.38
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	NOV-DEC COPIER	\$306.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	NOV BARTENDERS	\$42.00
EXPENSE Descr GENERAL ADMINISTRATION			\$938.50
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC SERVICE	\$18.50
EXPENSE Descr INSPECTION			\$18.50
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC SERVICE	\$18.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AXON ENTERPRISE INC	BATTERIES AND SHIPPING	\$287.40
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERY	\$34.40
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BECKER, JULIE	REIMBURSE OFFICE ITEMS	\$16.66
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	SHOP TOWELS/PRESSURE GAUGE/SPRAY	\$51.97

Account Descr	Search Name	Comments	Amount
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COLLURA, ROSARIO	REIMBURSE CLOTHING ALLOWANCE	\$191.68
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SNOW TIRES/MOUNT SQ #7	\$900.80
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	TIRE SERVICE SQ #3	\$39.34
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SNOW TIRES/MOUNTING #8	\$900.80
E 101-52100-360 VEHICLE MAINT/EXPENSE	RADIX COLLISION & RESTORATION	SQ #1 REPAIR BUMPER/MOULding/PAINT	\$1,806.33
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	RED THE UNIFORM TAILOR	CLIP BADGE HOLDER/GREENWOOD	\$8.25
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	OCT-NOV SERVICE	\$239.89
E 802-52100-300 OPERATING SUPPLIES/EXPENSES	VERIZON WIRELESS	OCT-NOV SERVICE	\$39.92
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	OCT-NOV SERVICE	\$430.47
E 802-52100-300 OPERATING SUPPLIES/EXPENSES	VERIZON WIRELESS	OCT-NOV SERVICE	\$39.95
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WCTC(BILLING)	TUITION COLLURA/DEBARGE/JOSWICK/MACIEJEWSKI/	\$522.52
EXPENSE Descr LAW ENFORCEMENT			\$5,528.88
EXPENSE Descr LIBRARY			
E 101-55110-220 UTILITY SERVICES	AT&T	NOV-DEC SERVICE	\$18.50
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	BAYSCAN TECHNOLOGIES	LOCKING DVD CASES	\$260.00
E 101-55110-310 BOOKS & MATERIALS	BRILLIANCE AUDIO INC	ADULT AUDIOBOOK	\$53.98
E 101-55110-255 BLDGS/GROUNDS	DILLETT MECHANICAL SERVICE	FALL PREVENTATIVE MAINTENANCE	\$1,074.00
E 101-55110-255 BLDGS/GROUNDS	GROUNDS KEEPER, INC.	FLOWER BEDS/CUT GRASS/CLEAN UP LEAVES	\$375.00
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ADULT AUDIOBOOK	\$73.48
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	CHILDRENS DVD	\$49.32
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	CHILDRENS DVD	\$37.77
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ADULT AUDIOBOOK	\$47.24
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	NANCY MASSNICK, LIBRARY DIR	PETTY CASH	\$91.83
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	CREDIT	-\$257.48
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$195.91
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOKS/LARGE PRINT	\$87.00
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINT	\$21.00
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOKS/LARGE PRINT	\$84.75
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$88.00
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	CHILDRENS AUDIOBOOK	\$23.17
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	DEC COPIER	\$76.35
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	DEC COPIER	\$77.31
E 101-55110-310 BOOKS & MATERIALS	WESTON WOODS STUDIOS	CHILDRENS DVD	\$53.96
E 101-55110-310 BOOKS & MATERIALS	WESTON WOODS STUDIOS	CHILDRENS BOOK KIT	\$26.96
E 101-55110-310 BOOKS & MATERIALS	WESTON WOODS STUDIOS	CHILDRENS DVD	\$107.92
EXPENSE Descr LIBRARY			\$2,665.97
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALL WASHED UP WINDOW CLEANING	VILLAGE HALL/PD WINDOW CLEANING	\$425.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$112.27
E 101-51600-255 BLDGS/GROUNDS	AUTOMATIC ENTRANCES	FRONT DOOR REPAIR	\$208.00

Account Descr	Search Name	Comments	Amount
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	REPLACEMENT CHAIR WHEELS	\$12.56
E 101-51600-255 BLDGS/GROUNDS	GROUND'S KEEPER, INC.	FLOWER BEDS/CUT GRASS/CLEAN UP LEAVES	\$375.00
E 101-51600-355 JANITORIAL SUPPLIES	OFFICE PRO INC	SUPPLIES	\$30.30
E 101-51600-255 BLDGS/GROUNDS	PATIO PETALS	BALANCE DUE/PLANTERS	\$375.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$88.00
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV GAS	\$135.55
EXPENSE Descr MUNICIPAL BUILDING			\$1,761.68
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FLEET US LLC	WHEEL ASSEMBLY	\$117.91
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FRONTIER FS MAPLETON	SPRAY BALL FIELDS	\$577.78
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV HARTBROOK	\$16.93
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV CENTENNIAL	\$20.29
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV NIXON	\$179.47
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV PENBROOK	\$23.69
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV NIXON	\$30.50
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV CENTENNIAL	\$170.55
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV NIXON	\$27.81
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV HARTBROOK	\$31.59
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV FAC	\$78.10
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT NIXON	\$37.36
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV BARK RIVER	\$96.28
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV PENBROOK	\$15.71
EXPENSE Descr PARKS			\$1,423.97
EXPENSE Descr PATHWAY REPAVING			
E 401-76070-285 CONSTRUCTION COSTS	CONCRETE & BRICK SPECIALISTS	REPLACE SIDEWALK AND CURB	\$20,410.40
EXPENSE Descr PATHWAY REPAVING			\$20,410.40
EXPENSE Descr PUBLIC WORKS			
E 101-53000-220 UTILITY SERVICES	AT&T	NOV-DEC SERVICE	\$18.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	OIL FILTER	\$16.80
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	AIR/HYDRAULIC FILTER/ABSORBER	\$92.33
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FUEL FILTER/COUPLER/ADAPTER	\$90.74
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	OIL FILTERS	\$63.72
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	ELECTRICAL TAPE	\$45.40
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	FUEL FILTER/DRAIN PAN/CLAMP/WIRE	\$181.76
E 101-53000-360 VEHICLE MAINT/EXPENSE	AUTOMOTIVE PARTS & EQUIPMENT	OIL FILTERS	\$121.56
E 101-53000-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	PAINT/RUST REFORMER	\$56.88
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	BATTERY CABLES FOR #25	\$95.36
E 101-53000-180 OTHER BENEFITS	FELKNER, DAVID	REIMBURSE CLOTHING ALLOWANCE	\$194.38
E 101-53000-360 VEHICLE MAINT/EXPENSE	INTERSTATE BATTERIES	BATTERIES FOR PLOW TRUCK	\$338.85
E 101-53000-360 VEHICLE MAINT/EXPENSE	INTERSTATE BATTERIES	BATTERIES FOR PLOW TRUCK	\$99.95

Account Descr	Search Name	Comments	Amount
E 101-53000-430 SNOW & ICE REMOVAL	KAESTNER AUTO ELECTRIC CO	FLEX MARKER POSTS WITH REFLECTORS	\$298.00
E 101-53000-430 SNOW & ICE REMOVAL	KAESTNER AUTO ELECTRIC CO	POSTS	\$24.99
E 101-53000-360 VEHICLE MAINT/EXPENSE	MADISON TRUCK EQUIPMENT	SWENSON MOTOR/SHIPPING	\$887.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	MILLER-BRADFORD RISBERG INC	REPAIR BACKHOE	\$1,356.80
E 101-53000-235 STREET SWEEPING	OKAUCHEE REDI-MIX INC	CONCRETE BLOCKS/SWEEPING MATERIAL BIN	\$330.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	OLD DOMINIUM BRUSH	FAN FOR LEAF VAC	\$1,224.11
E 101-53000-180 OTHER BENEFITS	POHLMAN, THOMAS	REIMBURSE CLOTHING ALLOWANCE	\$163.21
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 11/07	\$127.15
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 11/14	\$100.15
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 11/21	\$127.15
E 101-53000-180 OTHER BENEFITS	SPIC AND SPAN INC	UNIFORMS 11/28	\$100.15
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	DASH REPAIR #19	\$329.72
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	SALT ELIMINATOR	\$95.55
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	OCT-NOV PHONE	\$99.03
E 101-53000-220 UTILITY SERVICES	VERIZON WIRELESS	OCT-NOV SERVICE	\$75.70
E 101-53000-225 STREET LIGHTING	WE ENERGIES	OCT-NOV CAMPUS	\$394.00
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	OCT ELECTRIC	\$526.82
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV GAS	\$208.34
E 101-53000-225 STREET LIGHTING	WE ENERGIES	OCT-NOV ST LIGHTING	\$95.34
E 101-53000-225 STREET LIGHTING	WE ENERGIES	SEPT-OCT CLOCK	\$24.44
E 101-53000-180 OTHER BENEFITS	WICHROWSKI, THOMAS	REIMBURSE CLOTHING ALLOWANCE	\$157.82
EXPENSE Descr PUBLIC WORKS			\$8,161.70
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC SERVICE	\$18.50
E 101-55300-302 TO THE POINTE DANCE PROGRAM	CHRISTOPHER GILBERT	NOV DANCE CLASSES	\$151.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	NOV YOGA STRENGTH	\$67.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	NOV GENTLE YOGA STRENGTH	\$33.60
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	NOV MODERATE YOGA	\$336.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUSOLD, CAROL	NOV NIA PUNCH CARDS	\$32.00
E 101-55300-302 TO THE POINTE DANCE PROGRAM	GAYDOS-FEDAK, NINA M	NOV DANCE CLASSES	\$1,385.07
E 101-55300-302 TO THE POINTE DANCE PROGRAM	HECKEL DANCE LLC	NOV DANCE CLASSES	\$760.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HUNT-MATTHES, KATE	DESIGNING THE LIFE OF YOUR DREAMS	\$228.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ITS IN EVERY DETAIL	NOV BARRE STRENGTH PUNCH CARDS	\$96.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	OPEN ART STUDIO	\$120.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	NOV CARDIO FIT UNCH CARDS	\$168.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	NOV CORE FITNESS PUNCH CARDS	\$224.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	NOV CORE FITNESS PUNCH CARDS	\$633.60
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SPRECHER, MARIA	NOV QIGONG PUNCH CARDS	\$128.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	OCT-NOV PHONE	\$36.25
E 101-55300-302 TO THE POINTE DANCE PROGRAM	VALERIE RODRIGUES	NOV DANCE CLASSES	\$102.21
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	NOV CHAIR YOGA PUNCH CARDS	\$489.60

Account Descr	Search Name	Comments	Amount
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	NOV YOGA FOR LIFE PUNCH CARDS	\$1,440.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	NOV YOGA FOR LIFE PUNCH CARDS	\$608.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	NOV RECORD CHECKS	\$7.00
E 101-55300-302 TO THE POINTE DANCE PROGRAM	WOHEAD, KIMBERLY J	NOV DANCE CLASSES	\$482.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$7,546.43
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL	NOV SERVICE	\$33,486.88
EXPENSE Descr REFUSE & GARBAGE COLLECTION			\$33,486.88
EXPENSE Descr SEWER SERVICE			
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	AMERICAN SEWER PARTS & CLEANIN	STEEL PIPE FLANGE	\$31.14
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	AT&T	NOV-DEC SERVICE	\$18.48
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	BANYON DATA SYSTEMS INC	POS SUPPORT/FUND INVOICE BILL/FUND SUPPORT	\$491.66
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIGGERS HOTLINE INC	LOCATES	\$153.55
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	DEC ADMN SERVICES	\$26.33
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SCADA SERVICE	\$2,052.84
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	U.S. CELLULAR	OCT-NOV PHONE	\$99.02
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT ARLENE	\$184.49
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT CRYSTAL	\$87.25
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT RUSTIC	\$27.41
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV BRADFORD	\$36.96
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT SHADOW RIDGE	\$49.59
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	OCT WOODLANDS	\$41.12
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV HWY 83	\$19.48
EXPENSE Descr SEWER SERVICE			\$3,319.32
EXPENSE Descr WATER UTILITY			
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	AT&T	NOV-DEC SERVICE	\$18.49
E 620-53700-923 OUTSIDE SERVICES	BADGER METER INC	NOV BEACON HOSTING	\$151.70
E 620-53700-923 OUTSIDE SERVICES	BANYON DATA SYSTEMS INC	POS SUPPORT/FUND INVOICE BILL/FUND SUPPORT	\$491.67
E 620-53700-650 MAINT-DIST RESERVE/STANDPIPE	BIEBELS TRUE VALUE	BUSHINGS/ELECTRICAL PARTS	\$3.25
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	HOSE NOZZLE	\$5.89
E 620-53700-923 OUTSIDE SERVICES	DIGGERS HOTLINE INC	LOCATES	\$153.55
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	DEC ADMN SERVICES	\$65.85
E 620-53700-654 MAINTENANCE OF HYDRANTS	FERGUSON WATERWORKS	ORINGS/BREAK FLG	\$353.00
E 620-53700-654 MAINTENANCE OF HYDRANTS	FERGUSON WATERWORKS	HYDRANT PAINTING	\$7,260.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	NOV BACTERIA SAMPLES	\$72.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	NOV BACTERIA SAMPLES	\$54.00
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	U.S. CELLULAR	OCT-NOV PHONE	\$99.03
E 620-53700-923 OUTSIDE SERVICES	VILLAGE GRAPHICS	METER CARDS	\$30.72
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV MANCHESTER	\$1,371.01
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV MICROBOOSTER	\$25.41

Account Descr	Search Name	Comments	Amount
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV COVENTRY	\$22.17
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	SEPT-OCT HILL ST	\$23.11
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV PENBROOK	\$198.86
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV SUNSHINE	\$1,720.73
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV SUNNYSLOPE	\$600.05
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	OCT-NOV PENBROOK	\$21.67
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV BRISTLECONE	\$259.30
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	OCT-NOV #3 PUMPHOUSE	\$10.23
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	SEPT-OCT SUNSHINE	\$16.53
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	OCT-NOV BRISTLECONE	\$15.98
E 620-53700-650 MAINT-DIST RESERVE/STANDPIPE	WERNER ELECTRIC SUPPLY	ELECTRICAL PARTS	\$12.81
E 620-53700-930 MISC GENERAL EXPENSES	WI DEPT OF NATURAL RESOURCES	MUNICIPAL WATERWORKS OPERATOR EXAM JUNGBLU	\$50.00
E 620-53700-930 MISC GENERAL EXPENSES	WI RURAL WATER ASSOC (WRWA)	SYSTEM MEMBERSHIP	\$495.00
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE	\$25.00
E 620-53700-651 MAINTENANCE OF MAINS	WOLF PAVING CO INC	CONCRETE/ASPHALT DISPOSAL	\$100.00
EXPENSE Descr WATER UTILITY			<u>\$13,727.01</u>
			<u>\$114,571.63</u>

VILLAGE OF HARTLAND

12/04/17 9:33 AM

Page 1

Payments

Current Period: NOVEMBER 2017

Batch Name	NOV17MC Payments	User Dollar Amt	\$1,490.79	
		Computer Dollar Amt	\$1,490.79	
			\$0.00	In Balance
Refer	54961 <i>WI SUPPORT COLLECTIONS TRUS</i> Ck# 008663 11/3/2017			
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #22			\$484.61
Invoice				
Transaction Date	12/4/2017	GF Checking	11100	Total \$484.61
Refer	54962 <i>US DEPT OF EDUCATION</i> Ck# 008664 11/3/2017			
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO GARNISHMENT/DYER			\$228.98
Invoice				
Transaction Date	12/4/2017	GF Checking	11100	Total \$228.98
Refer	54963 <i>WI SUPPORT COLLECTIONS TRUS</i> Ck# 008665 11/17/2017			
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #23			\$484.61
Invoice				
Transaction Date	12/4/2017	GF Checking	11100	Total \$484.61
Refer	54964 <i>US DEPT OF EDUCATION</i> Ck# 008666 11/17/2017			
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO GARNISHMENT/DYER			\$272.59
Invoice				
Transaction Date	12/4/2017	GF Checking	11100	Total \$272.59
Refer	54965 <i>TRI-COUNTY WATERWORKS ASS</i> Ck# 008667 11/28/2017			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN DEC MEETING FELKNER/ELFTMAN			\$20.00
Invoice				
Transaction Date	12/4/2017	GF Checking	11100	Total \$20.00

Fund Summary

	11100 GF Checking
101 GENERAL FUND	\$1,470.79
620 WATER FUND	\$20.00
	\$1,490.79

Pre-Written Checks	\$1,490.79
Checks to be Generated by the Computer	\$0.00
Total	\$1,490.79

VILLAGE OF HARTLAND

12/04/17 8:38 AM

Page 1

Payments

Current Period: NOVEMBER 2017

Batch Name	NOV17WIRE	Payment	Computer Dollar Amt	\$205,177.73	Posted
Refer	54948	<u>BOND TRUST SERVICES CORP</u>	<u>Ck# 2017119E 11/30/2017</u>		
Cash Payment	E 301-58000-615	DEBT SERVICE - INTE	2013 GO REFUNDING DEBT INTEREST PAYMENT	\$67,843.75	
Invoice					
Transaction Date	11/30/2017	Due 0	GF Checking	11100	Total \$67,843.75
Refer	54949	<u>PAYROLL DATA SERVICES INC</u>	<u>Ck# 2017120E 11/2/2017</u>		
Cash Payment	E 804-56700-110	SALARIES	NOVEMBER 3 BID PAYROLL WIRE	\$1,085.34	
Invoice					
Cash Payment	G 804-21520	RETIREMENT DEDUCTION	NOVEMBER 3 BID PAYROLL WIRE	-\$30.25	
Invoice					
Cash Payment	E 804-56700-760	PAYROLL SERVICE CH	NOVEMBER 3 BID PAYROLL WIRE	\$38.11	
Invoice					
Transaction Date	11/2/2017	Due 0	GF Checking	11100	Total \$1,093.20
Refer	54950	<u>PAYROLL DATA SERVICES INC</u>	<u>Ck# 2017121E 11/16/2017</u>		
Cash Payment	E 804-56700-110	SALARIES	NOVEMBER 16 BID PAYROLL WIRE	\$1,085.35	
Invoice					
Cash Payment	G 804-21520	RETIREMENT DEDUCTION	NOVEMBER 16 BID PAYROLL WIRE	-\$30.25	
Invoice					
Cash Payment	E 804-56700-760	PAYROLL SERVICE CH	NOVEMBER 16 BID PAYROLL WIRE	\$38.11	
Invoice					
Transaction Date	11/16/2017	Due 0	GF Checking	11100	Total \$1,093.21
Refer	54951	<u>EMPLOYEE TRUST FUNDS</u>	<u>Ck# 2017122E 11/22/2017</u>		
Cash Payment	E 101-51400-150	HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$2,951.16	
Invoice					
Cash Payment	E 101-51500-150	HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$2,223.31	
Invoice					
Cash Payment	E 101-55300-150	HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$660.55	
Invoice					
Cash Payment	E 101-52100-150	HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$26,891.44	
Invoice					
Cash Payment	E 101-53000-150	HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$20,384.97	
Invoice					
Cash Payment	E 101-55110-150	HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$5,612.70	
Invoice					
Cash Payment	E 101-52200-150	HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$1,098.78	
Invoice					
Cash Payment	E 101-52300-150	HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$1,098.78	
Invoice					
Cash Payment	G 101-21530	INSURANCE DEDUCTIONS	DECEMBER HEALTH INSURANCE PREMIUMS	\$6,691.31	
Invoice					
Cash Payment	G 101-34140	UNFUNDED EMPLOYEE BE	DECEMBER HEALTH INSURANCE PREMIUMS	\$3,760.32	
Invoice					
Transaction Date	11/22/2017	Due 0	GF Checking	11100	Total \$71,373.32
Refer	54952	<u>WI RETIREMENT SYSTEM</u>	<u>Ck# 2017123E 11/30/2017</u>		

VILLAGE OF HARTLAND

12/04/17 8:38 AM

Page 2

Payments

Current Period: NOVEMBER 2017

Cash Payment Invoice	E 101-55300-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$321.85
Cash Payment Invoice	E 101-51400-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$660.35
Cash Payment Invoice	E 101-51500-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$294.94
Cash Payment Invoice	E 101-52100-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$10,756.91
Cash Payment Invoice	E 101-52100-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$674.79
Cash Payment Invoice	E 101-52200-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$633.68
Cash Payment Invoice	E 101-52300-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$684.38
Cash Payment Invoice	E 101-52200-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$42.23
Cash Payment Invoice	E 101-53000-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$3,455.36
Cash Payment Invoice	E 101-55110-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS				\$1,495.24
Cash Payment Invoice	E 620-53700-926 EMPLOYEE PENSIONS	OCTOBER WRS PREMIUMS				\$1,838.08
Cash Payment Invoice	E 204-53610-110 SALARIES	OCTOBER WRS PREMIUMS				\$84.15
Cash Payment Invoice	E 204-53610-110 SALARIES	OCTOBER WRS PREMIUMS				\$253.93
Cash Payment Invoice	E 204-53610-390 BILLING/COLLECTION/	OCTOBER WRS PREMIUMS				\$320.98
Cash Payment Invoice	G 101-21520 RETIREMENT DEDUCTION	OCTOBER WRS PREMIUMS				\$9,441.90
Cash Payment Invoice	G 101-21520 RETIREMENT DEDUCTION	OCTOBER WRS PREMIUMS				\$7,602.75
Transaction Date	11/30/2017	Due 0	GF Checking	11100	Total	\$38,561.52
Refer	54953	PAYMENT SERVICE NETWORK		Ck# 2017124E 11/4/2017		
Cash Payment Invoice	E 620-53700-923 OUTSIDE SERVICES	MONTHLY CREDIT CARD PROCESSING BILL				\$228.70
Cash Payment Invoice	E 204-53610-290 OUTSIDE SERVICES/C	MONTHLY CREDIT CARD PROCESSING BILL				\$228.70
Transaction Date	11/4/2017	Due 0	GF Checking	11100	Total	\$457.40
Refer	54954	WI DEPT OF REVENUE (SALES TA		Ck# 2017125E 11/30/2017		
Cash Payment Invoice	G 101-21515 SALES TAXES PAYABLE	OCTOBER SALES TAX RECONCILIATION				\$372.55
Cash Payment Invoice	R 101-48000 MISCELLANEOUS REVENUE	OCTOBER SALES TAX RECONCILIATION				-\$10.00
Transaction Date	11/30/2017	Due 0	GF Checking	11100	Total	\$362.55
Refer	54955	AFLAC		Ck# 2017126E 11/17/2017		
Cash Payment Invoice	G 101-21592 AFLAC INS PAYABLE	MONTHLY AFLAC PREMIUMS PAID				\$283.78

VILLAGE OF HARTLAND

12/04/17 8:38 AM

Page 3

Payments

Current Period: NOVEMBER 2017

Transaction Date	Due 0	GF Checking	11100	Total	
Transaction Date	11/17/2017				\$283.78
Refer	54956	FIRST BANK FINANCIAL CENTRE	Ck# 2017127E	11/30/2017	
Cash Payment	E 101-51500-300	OPERATING SUPPLIES	EBUSINESS BANKING		\$20.00
Invoice					
Cash Payment	E 101-51500-300	OPERATING SUPPLIES	POSITIVE PAY		\$30.00
Invoice					
Cash Payment	E 101-51500-300	OPERATING SUPPLIES	ACH FILTERS/BLOCKS		\$25.00
Invoice					
Transaction Date	11/30/2017				\$75.00
Refer	54957	JPMORGAN CHASE BANK	Ck# 2017128E	11/18/2017	
Cash Payment	E 101-55110-310	BOOKS & MATERIALS	AMAZON - CD'S/DVD'S		\$1,138.06
Invoice					
Cash Payment	E 101-55110-300	OPERATING SUPPLIES	AMAZON - OFFICE SUPPLIES/KEURIG COFFEE		\$165.36
Invoice					
Cash Payment	E 101-55110-300	OPERATING SUPPLIES	PIGGLY WIGGLY - WATER/COOKIES		\$18.98
Invoice					
Cash Payment	E 101-55110-290	OUTSIDE SERVICES/C	FARONICS - DEEP FREEZE MAINT RENEWAL		\$132.00
Invoice					
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	RITAS ON THE RIVER - DINNER @ ICMA CONF/COX		\$21.27
Invoice					
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	GUADALAJARA GRILL - DINNER @ ICMA CONF/COX		\$20.28
Invoice					
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	RIO RIO CANTINA - DINNER @ ICMA CONF/COX		\$19.24
Invoice					
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	LA QUINTA INN - LODGING @ ICMA CONF/COX		\$804.08
Invoice					
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	WALMART.COM - CLOCK		\$23.26
Invoice					
Cash Payment	E 101-52200-255	BLDGS/GROUNDS	HOME DEPOT - CIRCUIT BREAKER		\$55.00
Invoice					
Cash Payment	E 101-52200-255	BLDGS/GROUNDS	HOME DEPOT - ELECTRICAL SUPPLIES		\$87.55
Invoice					
Cash Payment	E 101-52200-255	BLDGS/GROUNDS	BIEBELS - CIRCUIT BREAKER/BOX COVER		\$27.15
Invoice					
Cash Payment	E 101-52300-300	OPERATING SUPPLIES	KALAHARI RESORT - CONF LODGING/DEAN		\$109.00
Invoice					
Cash Payment	E 101-52200-300	OPERATING SUPPLIES	JIMMY JOHNS - TRAINING/FOOD		\$80.48
Invoice					
Cash Payment	E 101-52300-360	VEHICLE MAINT/EXPE	BUMPER TO BUMPER - RADIATOR STOP LEAK		\$21.87
Invoice					
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	AMAZON - AIR PURIFIER FOR PROPERTY ROOM		\$85.99
Invoice					

VILLAGE OF HARTLAND

12/04/17 8:38 AM

Page 4

Payments

Current Period: NOVEMBER 2017

Cash Payment	E 101-52100-300 OPERATING SUPPLIES	WALGREENS - SNACKS FOR KIDS AT TRAINING	\$36.16
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	N AMERICA RESCUE - COMBAT GAUZE FOR SQUADS	\$214.45
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	MENARDS - KITCHEN REMODEL ITEMS	\$68.18
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	CABELAS - BOOTS FOR SCIT/HAAG	\$143.99
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	MENARDS - CABINETS FOR KITCHEN	\$206.97
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	AMAZON - MEASURING WHEEL/SQUAD 9	\$47.50
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	AMAZON - MISC GEAR/SQUAD 9	\$106.95
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	AMAZON - TOOL BOX/SQUAD 9	\$29.74
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	SIRCHIE FINGERPRINT - EVIDENCE COLLECTION TUBES	\$71.42
Invoice			
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	VESTA AT&T - GO PHONE TRAIL CAMERA	\$26.66
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	POLICEONE - TASER CEW TRAINING - SOBONIAK	\$435.00
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	PAYPAL IAPE - TRAINING/MUELLER	\$350.00
Invoice			
Cash Payment	E 802-52100-300 OPERATING SUPPLIES	PAYPAL NTOA MEMBERSHIP	\$700.00
Invoice			
Cash Payment	E 802-52100-300 OPERATING SUPPLIES	PAYPAL NTOA TRAINING - RISK MITIGATION	\$1,240.00
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	POLICEONE - TASER CEW TRAINING - MUELLER	\$225.00
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	MENARDS - KITCHEN REMODEL ITEMS	\$681.33
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	MIDWAY USA - 9MM MAGAZINE/SOBONIAK	\$32.98
Invoice			
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	WI DSPS - CPA LICENSE RENEWAL/BAILEY	\$83.64
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	STREICHERS - GUN HOLSTER	\$47.28
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	AMAZON - REDI-MAG FOR AR 15	\$82.75
Invoice			
Cash Payment	G 101-23005 EMPLOYEE RECOGNITION	LANDS END - VILLAGE LOGO CLOTHING	\$530.94
Invoice			
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	CONLEY PUBLISHING - HELP WANTED AD	\$222.56
Invoice			
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	VILLAGE GRAPHICS - COPY CHARGE	\$195.50
Invoice			

VILLAGE OF HARTLAND

12/04/17 8:38 AM

Page 5

Payments

Current Period: NOVEMBER 2017

Cash Payment	E 101-55300-295 TRIPS	HELIUM TRAMPOLINE - SPREAK BREAK TRIP DEPOSIT	\$100.00
Invoice			
Cash Payment	E 101-55300-295 TRIPS	FUN TIMEZ - SPRING BREAK TRIP DEPOSIT	\$50.00
Invoice			
Cash Payment	E 101-55300-295 TRIPS	BLUE HARBOR RESORT - SPRING BREAK TRIP DEPOSIT	\$50.00
Invoice			
Cash Payment	E 101-55300-295 TRIPS	EAST TROY RAIL - SPRING BREAK TRIP DEPOSIT	\$88.50
Invoice			
Cash Payment	E 101-53000-300 OPERATING SUPPLIES	JIMMY JOHNS - TRAINING/EINWECK	\$10.09
Invoice			
Cash Payment	E 101-53000-300 OPERATING SUPPLIES	CITY OF APPLETON - PARKING PASS/EINWECK	\$11.00
Invoice			
Cash Payment	E 101-53000-300 OPERATING SUPPLIES	RADISSON PAPER VALLEY HOTEL - LODGING/EINWECK	\$204.00
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	TACO BELL - LUNCH @ TRAINING	\$17.26
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	BURGER KING - SEVERAL LUNCHES AT TRAINING	\$52.05
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	MIKEY'S NEIGHBORHOOD - LUNCH AT TRAINING	\$32.10
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	ARBY'S - LUNCH AT TRAINING	\$16.12
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	BAMBOO HOUSE - LUNCH AT TRAINING	\$32.34
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	AMERICINN - TRAINING/LODGING	\$715.41
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	CHIL'I'S GRILL - LUNCH AT TRAINING	\$43.74
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	LITTLE CORPORAL - LUNCH AT TRAINING	\$40.56
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	FOUR STAR FAMILY RESTAURANT - LUNCH AT TRAINING	\$36.66
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	OXFORD TRAVEL PLAZA - FUEL	\$28.05
Invoice			
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	BP POYSIPPI - FUEL	\$25.00
Invoice			
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	GORDON FLESCH - SEPT-OCT COPIER	\$60.06
Invoice			
Cash Payment	E 101-53000-220 UTILITY SERVICES	SPECTRUM BUSINESS - SEPT/OCT INTERNET	\$83.33
Invoice			
Cash Payment	E 620-53700-605 MAINTENANCE-WATE	SPECTRUM BUSINESS - SEPT/OCT INTERNET	\$83.33
Invoice			

VILLAGE OF HARTLAND

12/04/17 8:38 AM

Page 6

Payments

Current Period: NOVEMBER 2017

Cash Payment	E 204-53610-385 MAINTENANCE-COLLE	SPECTRUM BUSINESS - SEPT/OCT INTERNET	\$83.33
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR - BOOKS	\$82.03
Invoice			
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	EH WOLF - DIESEL AND UNLEADED GASOLINE	\$1,811.76
Invoice			
Cash Payment	E 101-52200-290 OUTSIDE SERVICES/C	SPECTRUM BUSINESS - OCT-NOV SERVICE	\$249.99
Invoice			
Cash Payment	E 101-52200-290 OUTSIDE SERVICES/C	SPECTRUM BUSINESS - OCT-NOV SERVICE	\$104.03
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR - BOOKS	\$1,182.09
Invoice			
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	EH WOLF - DIESEL AND UNLEADED GASOLINE	\$3,637.73
Invoice			
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$53.00
Invoice			
Cash Payment	E 101-52400-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$53.00
Invoice			
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$53.00
Invoice			
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$53.00
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$53.00
Invoice			
Cash Payment	E 101-53000-220 UTILITY SERVICES	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$53.00
Invoice			
Cash Payment	E 620-53700-605 MAINTENANCE-WATE	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$53.00
Invoice			
Cash Payment	E 204-53610-385 MAINTENANCE-COLLE	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$53.00
Invoice			
Cash Payment	E 101-55370-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT-NOV INTERNET	\$30.00
Invoice			
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT/NOV PHONE	\$42.68
Invoice			
Cash Payment	E 101-52400-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT/NOV PHONE	\$42.68
Invoice			
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT/NOV PHONE	\$42.68
Invoice			
Cash Payment	E 101-53000-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT/NOV PHONE	\$42.68
Invoice			
Cash Payment	E 101-55110-220 UTILITY SERVICES	SPECTRUM BUSINESS - OCT/NOV PHONE	\$42.68
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	SPECTRUM BUSINESS - OCT/NOV PHONE	\$42.68
Invoice			
Cash Payment	E 101-53000-220 UTILITY SERVICES	SPECTRUM BUSINESS - OCT/NOV PHONE	\$42.68
Invoice			
Cash Payment	E 620-53700-605 MAINTENANCE-WATE	SPECTRUM BUSINESS - OCT/NOV PHONE	\$42.67
Invoice			

VILLAGE OF HARTLAND

12/04/17 8:38 AM

Page 7

Payments

Current Period: NOVEMBER 2017

Cash Payment Invoice	E 204-53610-385 MAINTENANCE-COLLE	SPECTRUM BUSINESS - OCT/NOV PHONE		\$42.67	
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR - BOOKS		\$62.12	
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR - BOOKS		\$1,986.55	
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR - BOOKS		\$178.45	
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR - BOOKS		\$1,592.64	
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	BAKER & TAYLOR - BOOKS		\$1,782.28	
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	AT&T - SERVICE		\$74.73	
Transaction Date	11/18/2017	Due 0	GF Checking	11100	Total \$24,034.00

Fund Summary

	11100 GF Checking
804 BUSINESS IMPROVEMENT DISTRICT	\$2,186.41
802 LAKE AREA CRITICAL INCIDENT TM	\$1,940.00
620 WATER FUND	\$3,285.07
301 DEBT SERVICE FUND	\$67,843.75
204 SEWER	\$1,066.76
101 GENERAL FUND	\$128,855.74
	<u>\$205,177.73</u>

Pre-Written Checks	\$205,177.73
Checks to be Generated by the Computer	\$0.00
Total	<u>\$205,177.73</u>

VILLAGE OF HARTLAND
LICENSES AND PERMITS
DECEMBER 11, 2017

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

Veronica Jean Church
Jose Manuel Sandoval
Corey Nicole Brauch
Steven Ryan Keeling

The Police Chief and Village Clerk recommend approval of the licenses listed above. The applicants have successfully completed the Responsible Beverage Servers Course.

Street Use Permit for Large Scale Events

Sponsor: Lighthouse Events
Event: 5K/10K Run
Date: February 18, 2018
Time: 8:00 a.m. to 11:00 a.m.

The Police Chief, Public Works Director and Fire Chief recommend approval.



Date: 11/27/17
Rec #: 189117

**STREET USE PERMIT
APPLICATION
FOR LARGE SCALE EVENTS**

(Three (3) or more City Blocks, or More than 1,200 Feet)

**APPLICATION MUST BE RECEIVED AT THE ADMINISTRATIVE OFFICES AT LEAST 30 DAYS IN
ADVANCE OF THE DATE OF THE EVENT**

\$50.00 FEE

Nonrefundable application fee is required at time of filing

Sponsoring Agency (if applicable) Lighthouse Events
Street Address 120 N. Main St. Suite D Hartford, WI 53027
Web Page and/or e-mail address craig@racelighthouse.com
Phone No. 262 685 8968 **Fax No.** _____

Contact Person Craig Braun
Street Address (if different than above) _____
E-mail Address _____
Phone No. _____ **Fax No.** _____

Street name and block numbers (attach map and diagram)
Campus drive - same as previous 6 years. See route attached.

Date(s) of Closure/Use February 18th Feb 18, 2018 **Rain Date?** na
Hours of Closure/Use 8:00am - 11:00am **Estimated Attendance** 1,200

Describe Event (include time table indicating hours of set up and tear down if applicable)
Same as previous year. Taking place Lake County Lutheran high school.
a 5k and 10k run take place.

Additional permits are required for the following activities – applications available at the Village Administrative office:

Sale of beer and/or wine – Class "B" Picnic Beer/Wine License \$10

Signature of Applicant _____ **Date** 11/22/17
(Falsification of information will result in denial of permit)

**IMPORTANT! – PLEASE ATTACH CERTIFICATE OF INSURANCE
WITH VILLAGE OF HARTLAND LISTED AS AN ADDITIONAL INSURED**

**Return completed application and \$50 application fee to:
Village of Hartland, 210 Cottonwood Avenue, Hartland, WI 53029
(Phone 262-367-2714)**

VILLAGE OF HARTLAND
ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 46
OF THE VILLAGE OF HARTLAND MUNICIPAL CODE
PERTAINING TO ZONING ORDINANCE

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

Section 1: Chapter 46 of the Village of Hartland Municipal Code of Ordinances pertaining to Zoning Ordinance is hereby amended as described herein with deletions shown with an overstrike and additions shown with an underline.

Section 2: Section 46-1 pertaining to Definitions is hereby amended as follows:

- Temporary swimming pool* means:
 - (1) A pond or pool intended for persons to wade or swim.
 - (2) Holding water no deeper than 18 inches.
 - (3) Not subject to permit or fence requirements if set up no earlier than May 15, each calendar year and taken down no later than September 30, each calendar year.
 - (4) Subject to all conditions as stated under section ~~46-11(8)e~~. 46-14(8)(e) of this Code.

Section 3: Section 46-14(2) pertaining to Use Regulations is hereby amended as follows:

Accessory uses and structures. Those uses and structures specified in this subsection are permitted in the rear yard in any residential district and in the side and rear yards in any business, industrial, quarrying/extractive, institutional or park district, but not until their principal structure is present or under construction. Accessory uses and structures shall comply with the provisions of section ~~46-925(b)(5)~~ 46-926(b)(5) and shall not exceed 15 feet in height, unless section ~~46-925(a)~~ 46-926(a) applies. Accessory structures allowed in floodplains are limited to those permitted in accordance with divisions 3 and 4 of article X.

Section 4: Sections 46-14(9)(c) and (d) pertaining to Use Regulations is hereby amended as follows:

- c. Earth station dish antennas shall comply with the height provision in section ~~46-925(a)~~ 46-926(a).
- d. Earth station dish antennas shall also comply with the applicable yard provisions in section ~~46-925(b)~~ 46-926(b).

Section 5: Section 46-497(1) pertaining to Yards is hereby amended as follows:

Rear yard: Not less than 25 feet or in accordance with subsection ~~46-12(e)~~ 46-15(e), unless the plan commission approves a conditional use permit in accordance with subsection 46-494(12).

50 **Section 6:** Section 46-554(5) pertaining to Landscaping is hereby amended as follows:

51
52 Landscape lighting shall be in general compliance with section ~~46-555~~ 46-556.

53
54 **Section 7:** Section 46-926(b)(5) pertaining to Modifications is hereby amended as follows:

55
56 Accessory uses. Accessory uses and detached accessory structures are permitted in the rear yard
57 only in residential districts, provided that they shall be no closer than ten feet to any structure with
58 the exception of accessory structures in the RS-5 single-family residential district which shall be
59 allowed to reduce their distance to that property's principal structure to five feet if all accessible
60 areas within the accessory structure be constructed with one-hour fire rated construction, and no
61 closer than five feet from side or rear lot line and any side or rear lot line, nor occupy more than
62 the lesser of 20 percent of the rear yard area or 800 square feet. Accessory uses and detached
63 accessory structures are permitted in the side and rear yards in business, industrial,
64 quarrying/extractive, institutional and park districts, provided that they shall be no closer than ten
65 feet to the principal structure, shall not occupy more than 50 percent of a side yard nor 75 percent
66 of a rear yard area, and shall be no closer than three feet to a rear yard area, and shall be no closer
67 than three feet to any side or rear lot line, nor five feet to any alley line.

68
69 **Section 8:** Section 46-955(h) pertaining to Lighting is hereby amended as follows:

70
71 *Sign lighting.* See section ~~46-983~~ 46-984.

72
73 **Section 9:** If any section, sentence, clause, phrase or portion of this ordinance is for any reason
74 held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be
75 deemed a separate, distinct and independent provision, and such holding shall not affect the
76 validity of the remainder of such ordinance.

77
78 **Section 10:** This Ordinance shall take effect and be in full force after adoption and proper
79 publication.

80
81 Adopted this _____ day of _____, 2018.

82

VILLAGE OF HARTLAND

ATTEST:

By: _____
Jeffrey Pfannerstill, Village President

Darlene Igl, MMC, WCPC, Village Clerk

VILLAGE OF HARTLAND

RESOLUTION NO. 12/11/2017-01

**“A RESOLUTION ESTABLISHING REPORTING FOR WARDS 13 & 14 IN THE VILLAGE OF HARTLAND,
WAUKESHA COUNTY WISCONSIN”**

WHEREAS, THE Village of Hartland has a population of less than 35,000 and pursuant to Wisconsin State Statutes §5.15(6)(b) has been divided into fourteen (14) wards for election purposes, and;

WHEREAS, pursuant to Wisconsin State Statutes §5.25(1)(3) said municipality may combine wards for elections designated by the adoption of a resolution.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Hartland that Ward 13 & Ward 14 will be reported separately for every election that includes a Waukesha County Board Supervisor race.

Adopted this 11th day of December, 2017.

Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, MMC/WCPC, Village Clerk

RESOLUTION NO. 12/11/2017-02

RESOLUTION APPROVING MUNICIPAL COURT BUDGET

WHEREAS, the Intermunicipal Agreement for the operation of the Lake Country Municipal Court requires formation of an annual budget no later than the 1st day of September and approval of said budget by governing bodies of member municipalities; and

WHEREAS, the Court Administrative Committee, Court personnel and the Municipal Court Judge have formulated a budget for 2018 which has estimated revenues of \$358,667.00 and anticipated expenditures of \$358,667.00; and

WHEREAS, the Court Administrative Committee has, by formal action in November of 2010, created a budget stabilization fund in the amount of \$100,000.00 which has been used to advantage.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Municipal Court budget for 2018 be approved.

Adopted this 11th day of December of 2017.

VILLAGE OF HARTLAND

Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, MMC/WCPC, Village Clerk



LAKE COUNTRY MUNICIPAL COURT

174 E. Wisconsin Avenue
Oconomowoc, WI 53066
262-569-0920 - T
www.lcmunict.com

Clerk Pamela Strunk
clerk@lcmunict.com

Deputy Clerk Theresa Berlin
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

November 21, 2017

TO: City, Village and Town Clerks

RE: Lake Country Municipal Court
2018 Budget Approval

Dear Clerks:

I enclose herewith a proposed Municipal Court budget for 2018 together with an approval resolution for your board's consideration. The Court Administrative Committee, by agreement, is to formulate the budget, which has been accomplished. The budget is to then be approved by the governing bodies of the member municipalities.

It would be appreciated if your Common Council, Village Board or Town Board would take action on this as soon as possible and return a signed copy of the approved resolution to the Municipal Court office. On November 16, 2017, at a meeting of the court Administrative Committee, 13 voting members were present and recommended unanimously that the budget be approved. If you have any questions, please contact the undersigned or your Administrative Committee representative.

Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bill Chapman".

G. William Chapman, Chairman
Administrative Committee
LAKE COUNTRY MUNICIPAL COURT
GWC/sp
Enclosures

cc: Municipal Court Representatives (letter only)
Municipal Court Clerk
Judge Timothy Kay

Acct #:	Account Description:	2016 Actual	2017 YTD Ten Months	2017 Budget	2017 Estimated Year End	2018 Budget	Percent +/- Budget Increase
Revenues:							
1	4000 Court Fees	328,932	301,832	330,427	343,105	350,134	5.96%
3	4900 Interest Income	1,507	360	500	450	500	0.00%
4	4300 Court Assessment	2,147	2,428	2,500	2,500	2,500	
	Transfer from Undesignated Fund			0	0	0	
5	4800 Miscellaneous Insurance Recoveries	3,480	1,632	0	0	1,500	
7	Total Revenues	336,066	306,251	333,427	346,055	358,667	7.57%
9	Total Assets	554,064	623,178	0	0	0	
11	Total Liabilities	106,071	159,958	0	0	0	
13	Deferred Inflow of Resources (Stark)	7,490	0	0	0	0	
13	Total Fund Balance	440,503	463,220	0	0	0	
15	Total Fund Balance & Liabilities	554,064	623,178	0	0	0	

Expenditures:

19	Wages & Benefits	246,442	208,340	254,212	253,512	269,553	6.03%
20	Purchased Services	33,864	35,748	36,750	38,617	39,456	7.36%
21	Operating Supplies & Expenses	12,693	10,599	14,620	14,100	14,620	0.00%
22	Fixed Charges	28,283	25,087	27,845	28,604	29,788	6.98%
23	Capital Outlay	0	85	0	0	5,250	
		0					
	Restitution	0	0	0	0	0	
25	Bad Debt	9,518	0	0	0	0	
26	Total Expenditures:	330,800	279,858	333,427	334,833	358,667	7.57%
28	Total Surplus/Deficit	5,266	26,394	0	11,222	0	

Acct #:	Account Description:	2016 Actual	2017 YTD Ten Months	2017 Budget	2017 Estimated Year End	2018 Budget	Percent +/- Budget Increase
35	5000 Full Time Salaries	115,486	95,571	117,074	117,074	117,886	0.69%
36	Clerk of Courts						
37	Deputy Clerk of Courts						
38	5010 Assistant Clerks	25,184	23,156	28,080	28,080	28,642	2.00%
39	Clerk Salaries - Overtime						
40	5015 Part Time Judge	41,827	35,282	42,667	42,667	43,667	2.34%
	Bailiff Services	3,265	2,920	4,200	3,500	4,200	0.00%
41	5030 Employer FICA	12,837	11,018	14,368	14,368	14,550	1.27%
42	5040 Retirement EE-ER	10,110	9,601	10,862	10,862	10,824	-0.35%
43	5050 Health	37,085	30,434	36,531	36,531	49,354	35.10%
44	5060 Long Term Disability Ins.			0			
45	5070 Life Insurance	428	357	430	430	430	0.00%
	Unemployment Benefits	220	0				
	Substitute Judge			0	0	0	
46	TOTAL:	246,442	208,340	254,212	253,512	269,553	6.03%

Percent
+/-
Budget
Increase

Acct #:	Account Description:	2016 Actual	2017 YTD Ten Months	2017 Budget	2017 Estimated Year End	2018 Budget	
---------	----------------------	----------------	---------------------------	----------------	-------------------------------	----------------	--

56 **PURCHASED SERVICES:**

57							
58	5400 Professional/Outside Services	499	769	2,000	1,500	2,000	0.00%
59	5405 Accounting	7,660	6,595	7,800	7,800	8,280	6.15%
60	5410 Auditor	7,450	7,700	7,700	7,700	7,800	1.30%
61	5415 Professional Services			0			
61	5415 Legal Services	2,428	2,092	1,000	1,240	2,000	
62	5420 Computer Consultant		2,120	3,000	3,000	3,000	0.00%
63	5425 Court Software Support	12,933	12,527	9,880	12,527	11,006	11.40%
64	5550 Telephone	2,714	2,345	3,000	2,800	3,000	0.00%
	Internet/Web	180	135	270	250	270	0.00%
65	5500 Repair/Maint. Contracts Equip.	0	1,464	1,800	1,800	1,800	0.00%
66	5540 Substitute Judge	0		300		300	0.00%
67	Total:	33,864	35,748	36,750	38,617	39,456	7.36%

69 **OPERATING SUPPLIES & EQUIPMENT**

70	5250 Office Supplies/Printing	5,740	3,889	6,000	6,000	6,000	0.00%
71	5300 Postage	4,998	4,890	5,000	5,000	5,000	0.00%
72	5350 Newspaper Publishing		0	100	0	100	0.00%
73	5200 Memberships	900	880	1,000	900	1,000	0.00%
74	5160 Books & Publications			150	0	150	0.00%
	Shredding	0		170	0	170	0.00%
	Printing			0	0		
	Miscellaneous	0		200	200	200	0.00%
75	5600 Training & Travel	1,055	940	2,000	2,000	2,000	0.00%
76	Total:	12,693	10,599	14,620	14,100	14,620	0.00%

78 **FIXED CHARGES**

79	5100 Insurance and Bonds						
80	5105 Workman's Comp	748	0	800	705	0	-100.00%
81	5120 Public Officials Ins.	292	0	100	438	0	
	Property Insurance Coverage	0		0	295	0	
82	5125 Advertising	314	0	0	0	0	
83	5130 G Liability Ins./ Hired & non-owned I	3,154	4,934	2,400	3,246	5,000	108.33%
84	5140 Bonds			250		250	
85	5150 Bank Charges	325	220	375	0	375	0.00%
	Erroneous Interest Charged	0	0	0	0	0	
86	5475 Equipment Lease						
87	5450 Rent	23,450	19,933	23,920	23,920	24,163	1.02%
	Total:	28,283	25,087	27,845	28,604	29,788	6.98%

90 **CAPITAL OUTLAY**

91	8000 Capital Equipment		85	0		5,250	#DIV/0!
92	Total:	0	85	0	0	5,250	#DIV/0!

Salary:	2018		Retirement	Retirement	
		<u>Salary</u>	<u>FICA</u>	<u>Employee</u>	<u>Employer</u>
Pam	2.00%	62,694	4,796	4,200	4,200
Terri	2.00%	55,192	4,222	3,698	3,698
Terri	Insurance stipend	0	0	0	0
Kathy	15.30 Hour 18 hrs WI	2.00% 14,321	1,096	0	0
Kelly	15.30 Hour 18 hrs WI	<u>2.00%</u> <u>14,321</u>	<u>1,096</u>	<u>0</u>	<u>0</u>
		146,528	11,209	7,898	7,898
Judge		43,667	3,341	2,926	2,926
		190,195	14,550	10,824	10,824

Salary:	2017		Retirement	Retirement	
		<u>Salary</u>	<u>FICA</u>	<u>Employee</u>	<u>Employer</u>
Pam		61,464	4,702	4,302	4,302
Terri		54,110	4,139	3,788	3,788
Terri	Insurance stipend	1,500	115	105	105
Kathy	15.00 Hour	14,040	1,074	0	0
Kelly	15.00 Hour	<u>14,040</u>	<u>1,074</u>		
		145,154	11,104	8,195	8,195
Judge		<u>42,667</u>	<u>3,264</u>	<u>3,315</u>	<u>3,315</u>
		187,821	14,368	11,510	11,510

2018		Employee	Employer
Health Insurance:		<u>Contribution</u>	<u>Contribution</u>
Pam Health	19,590	2,350.83	17,239.41
Pam Dental	1,142	137.00	1,004.68
Terri Health	19,590	2,350.80	17,239.20
Terri Dental	1,142	137.00	1,004.68
Judge Health	19,590	9,795.12	9,794.88
Judge Dental	<u>1,142</u>	<u>571.00</u>	<u>570.84</u>
	62,195	15,341.75	46,853.69
Deductable Cost:	1000, 1000, 500		<u>2,500.00</u>
			49,353.69

2017		Employee	Employer
Health Insurance:		<u>Contribution</u>	<u>Contribution</u>
Pam Health	18,753	2,250.37	16,502.75
Pam Dental	1,142	137.04	1,004.96
Terri Health	7,618	914.11	6,703.49
Terri Dental	423	50.76	372.24
Judge Health	18,753	9,376.56	9,376.6
Judge Dental	<u>1,142</u>	<u>571.00</u>	<u>571.00</u>
	47,831	13,299.85	34,530.99
Deductable Cost:	1000, 500, 500		<u>2,000.00</u>
			36,530.99

**INDUSTRIAL SERVICE AGREEMENT
RE: WASTEWATER DISCHARGES**

AGREEMENT made this 21st day of November, 2017, (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 shampoos, lotions, lube jelly, ultra sound gel, tablets, iodine solution, iodine gel (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 November 15, 2016, (collectively the "Prior Agreement"); and

WHEREAS, the term of the Prior Agreement will expire at midnight, December 31, 2017, 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, 2018, (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 replaces 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 10,000 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. 600 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 10,000 gallons per calendar day (monthly average) and the BOD does not exceed 150 pounds per calendar day (i.e. 1,799 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 September 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) Medline shall notify the GM immediately at phone number (262) 719-5132; and shall notify the Village at on-call phone number (262) 844-8866. 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 storm water, 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 sludge 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/l 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 49.00 DUEs, which equates to wastewater discharges of 10,000 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. per 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 October 18, 2017, Medline has been assigned Volume Connection Charges for a total of 54.50 DUEs. See Addendum A, attached hereto and incorporated herein. Of this sum, 49.00 DUEs have been allocated exclusively for factory wastewater discharges of 10,000 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 therefore. 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 21, 2017

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. Bastiere Jr
Name: James L. Bastiere Jr
Title: VP Manufacturing

CONSENT OF VILLAGE

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

Date: _____, 2017

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 Assigned/Paid as of 10/18/2017

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
 Assigned/Paid as of 10/18/2017

	3rd Quarter 2017 Requested	Current Assigned/Paid	Additional DUEs Assigned/Paid
<u>DHWPCC Connection Charges</u>			
Volume - gallons/day	10,000	4,000	6,000
/ SUO - gallons per day of 1 DUE	205	205	205
= DUEs Rounded up to next 0.25	49.00	19.75	29.25 Rounded
+ Transferred DUEs to Office			2.50 ⁽¹⁾
= Additional DUEs Charged for Volume Increase			31.75 ⁽²⁾
x Connection Charge per 1 DUE			\$4,339.00
Total Volume Connection Charges			<u>\$137,763.25</u>

	3rd Quarter 2016 Requested	Current Assigned/Paid	Additional DUEs Assigned/Paid
<u>DHWPCC 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			(31.75)
Additional DUEs for Industrial BOD			0.00
x Price of BOD DUE Parameter			\$460.00 ⁽³⁾
Net BOD Industrial Discharge Fees			<u>\$0.00</u>
Total DHWPCC Charges Assigned/Paid 10/18/2017			<u>\$137,763.25</u>

Price of DUE - Breakdown by Parameter for Domestic Strength:

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

Summary of Total Medline DUEs:

	8/31/2016 DUEs (4) Assigned/Paid	11/15/2017 Dept. DUEs Transferred (1)	11/15/2017 Add'l DUEs Assigned/Paid (2)	Total DUEs Assigned/Paid
<u>DHWPCC Volume Connection Charges</u>				
Medline Office DUEs	3.00	2.50	0.00	5.50
Medline Factory DUEs	19.75	(2.50)	31.75	49.00
Total Medline DUEs	<u>22.75</u>	<u>0.00</u>	<u>31.75</u>	<u>54.50</u>

(1) Office is now using 5.50 DUEs, will transfer 2.50 DUEs from Factory back to Office for its use.

(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 assigned/paid DUEs total and rounded up to the nearest 0.25 DUE.

**VILLAGE OF HARTLAND
RESOLUTION NO. 12/11/2017-03**

**“A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN THE
HAWKS HAVEN SUBDIVISION”**

WHEREAS, the Village of Hartland and Hawk Haven LLC, a Wisconsin Limited Liability Company, entered into an Agreement for the Provision of Sanitary Sewer and Storm Water Service on July 24, 2017, for the development of the Hawks Haven Subdivision, and

WHEREAS, Hawks Haven, LLC hereinafter called the “Developer” agreed to install certain public improvements in the development, and

WHEREAS, the Developer has installed the sanitary sewer and storm water system improvements in the Hawks Haven Subdivision, all in accordance with the plans and specifications as stated in the Agreement;

NOW, THEREFORE BE IT RESOLVED, that the Village of Hartland accepts the dedication of said improvements in the Hawks Haven Subdivision in the aggregate amount of \$112,824 as detailed in Exhibit A.

Dated this 11th day of December, 2017.

Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, MMC/WCPC, Village Clerk

**VALUE OF ACCEPTED
PUBLIC IMPROVEMENTS
HAWKS HAVEN SUBDIVISION**

Sanitary Sewer		Unit Cost	Total
433 LF	6" SCH-35 PVC Sanitary Lateral (11)	50	\$21,650
1,122 LF	8" SCH-35 PVC Sanitary	53	\$59,466
5 EA	48" Precast Concrete Sanitary Manhole	3,500	\$17,500
Storm Sewer			
25 LF	18" CL-III RCP Storm Sewer	70	\$1,750
114 LF	24" CL-III RCP Storm Sewer	97	\$11,058
1 EA	Precast Concrete OCS Pond Structure	1,400	\$1,400
TOTAL			\$112,824

MEMO

TO: David E. Cox, Village Administrator
FROM: Michael Einweck, Director of Public Works 
DATE: December 6, 2017
SUBJECT: Hawks Haven Subdivision
Letter of Credit Security Reduction #1

The developer, Mr. Dale Bergman of Hawks Haven LLC, has requested a reduction in the letter of credit security for the Hawks Haven Subdivision construction items that have been completed. The request has been reviewed and checked by the Village Engineer, Ruekert - Mielke (please see attached). I have also reviewed the request and am in agreement that the work has been completed. This is the first request for security reduction.

The existing letter of credit may be reduced from the current balance of \$190,000 to \$19,000. This is a reduction in the amount of \$171,000. If approved by the Board, staff will contact the issuer of the security with the new amount contingent upon receiving the lien waivers for this reduction. The remaining letter of credit balance is adequate to cover the guarantee for the construction work that was completed.

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

Attachments

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

Mike Einweck

From: Dale Bergman <calldale@sbcglobal.net>
Sent: Monday, December 4, 2017 4:07 PM
To: David Cox
Subject: Re: Letter of Credit

Dave,

You should have received Rob's letter and hopefully this email will serve as my approval. Every thing came together well and are ready to start the next phase (home construction). I thank all involved, please let me know if you need anything else for the LOC reduction,

Best Regards,
Dale

Sent from my iPhone

On Dec 4, 2017, at 10:36 AM, David Cox <davidc@VillageofHartland.com> wrote:

The warranty/guaranty amount for the LOC is 10% of the improvements value. Two year life.

Dave

David E. Cox, Village Administrator
262-367-2714

www.villageofhartland.com

[Click here](#) to register for our electronic newsletter *Hartland Happenings*.

What is a Village Administrator? Find out more in this [video from ICMA](#).

From: Dale Bergman [<mailto:dwbergman@remax.net>]
Sent: Monday, December 04, 2017 10:29 AM
To: David Cox <davidc@VillageofHartland.com>
Subject: Re: Letter of Credit

Dave, Just checking on what the aged amount is for the 1 year guarantee. I can't seem to find it. Rob Davy is putting a letter certifying the work including Ryan's punch list is complete.

Dale Bergman RE/MAX Realty Group 262-255-5565 dwbergman@remax.net

From: David Cox <davidc@VillageofHartland.com>
To: Dale Bergman <dwbergman@remax.net>
Cc: Mike Einweck <mikee@VillageofHartland.com>; "Amtmann, Ryan" <RAmtmann@ruekert-mielke.com>
Sent: Monday, November 20, 2017 9:03 AM
Subject: RE: Letter of Credit

Dale,

LAKE COUNTRY ENGINEERING, INC.
Rob Davy, P.E.

December 4, 2017

Village of Hartland
Attn: Dave Cox
210 Cottonwood Ave
Hartland, WI 53029

**RE: Project No. 15-2823
Hawks Haven, Town of Delafield**

Dave,

To my knowledge all of the sanitary and storm sewer was installed per plan or close to it. Ruckert & Mielke indicated they doing the as-built drawings and I have not seen them, but Ryan A has not called me to let me know that something was wrong.

The Sewer lines have been televised and cleaned and copies of this work were dropped off at Ruckert & Mielke's office.

Please reduce the Letter of credit by \$171,000 so that only the 10% of the \$190,000 (\$19,000) is remaining

Please call if you have any questions.

Sincerely,



Robert Davy, P.E.

Enclosures

cc: Dale Bergman
Ryan Amtmann

December 6, 2017

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

RE: Hawks Haven Subdivision - Acceptance of Storm and Sanitary Sewer Improvements and Letter of Credit Reduction No. 1

Dear David:

The storm and sanitary sewer service is being provided by the Village of Hartland to the Hawks Haven Subdivision in the Town of Delafield via the Agreement for the Provision of Sanitary Sewer and Storm Water Service by the Village of Hartland to the Town of Delafield, with said agreement having an effective date of August 28, 2017 (Agreement).

Dale Bergman (Developer) has requested approval and acceptance of the Village's portion of the storm and sanitary sewer improvements for the Hawks Haven subdivision, via his email dated December 4, 2017. In addition, Rob Davy has provided a letter, dated December 4, 2017, certifying that the improvements have been constructed per the plans and requesting a reduction of the Letter of Credit. Ruekert & Mielke, Inc. (R/M) and Village Staff have performed the final inspection of the Storm and Sanitary Sewer Improvements and have determined that there are no punch list items.

Dedication

We recommend that the Village Board, by separate resolution, accept the dedication of the Storm and Sanitary Sewer improvements.

Fees

The final R/M invoice for work associated with the Hawks Haven subdivision is dated December 5, 2017, in the amount of \$3,684.65 and is attached to this letter.

Reduction of Security

Developer submitted a request dated December 4, 2017 to reduce the Letter of Credit from \$190,000 to \$19,000. The \$19,000 remaining balance of the Letter of Credit is the 10% guarantee amount.

Mr. David Cox
Village of Hartland
December 6, 2017
Page 2

Village Engineer Certification

This letter serves as certification by Ryan T. Amtmann, P.E., Village Engineer, to the Village and to the financial institution issuing the Letter of Credit that:

1. The dollar value of the work completed as shown on the December 4, 2017 Letter of Credit reduction request is accurate.
2. That the work has been completed in a good and workmanlike manner and in compliance with the Plat and the applicable plans and specifications.
3. That no mechanic's or other liens will attach to the Site or to any property of the Village as a result of the installation of the improvements.
4. That dollar value of the work completed is reasonable.

Guarantee of Improvements

Per the Agreement, the Developer guarantees the public improvements against defects due to faulty materials or workmanship for a period of two years following the final acceptance and dedication of the improvements by the Village.

The date of final acceptance and dedication by the Village will be December 11, 2017. Therefore, the guarantee period shall terminate on December 11, 2019.

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

Very truly yours,

RUEKERT & MIELKE, INC.



Ryan T. Amtmann, P.E. (WI, IL)
Vice President
ramtmann@ruekert-mielke.com

RTA:rta
enclosure

cc: Mike Einweck, P.E., Village of Hartland
File

MEMO

TO: David E. Cox, Village Administrator
FROM: Michael Einweck, Director of Public Works 
DATE: December 6, 2017
SUBJECT: Hawks Haven Subdivision Acceptance of
Storm and Sanitary Sewer Improvements

Attached is a request from Mr. Dale Bergman in which he requests acceptance of the Village's portion of the storm and sanitary sewer systems for the Hawks Haven Subdivision. The work has been inspected by our Village Engineer, Ruekert - Mielke and Village staff. We are in agreement that the improvements have been completed and acceptance of dedication is recommended. The punch list items have been completed and a ten percent (10%) guarantee for 2 years will remain in the Developer's security held by the Village. In addition, the final as-built drawings have been prepared and have been turned over to the Village.

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

Attachment

cc: Darlene Igl, Village Clerk
Ryan Amtmann, Village Engineer
Mike Gerszewski, DPW Operations Supervisor
Dave Felkner, DPW Utilities Foreman

Mike Einweck

From: Bergie <calldale@att.net>
Sent: Tuesday, December 5, 2017 3:24 PM
To: Mike Einweck
Cc: David Cox; Rob Davy; Kirk Dexheimer; Dale Bergman
Subject: Hawks Haven Sanitary Sewer and Storm Sewer

Mike, Per our conversation, This email serves as my formal request to dedicate the sanitary and storm sewer improvements from Hawks Haven to the Village of Hartland per the Agreement for the provision of Sanitary Sewer and Storm Water Service by the Village of Hartland to the Town of Delafield dated August 28, 2017.

Hawks Haven LLC
by Dale Bergman
Member

From: Mike Einweck <mikee@VillageofHartland.com>
To: "Amtmann, Ryan" <RAmtmann@ruekert-mielke.com>; Dale Bergman <calldale@att.net>
Cc: "Rob Davy (robd@Ice.biz)" <robd@Ice.biz>; David Cox <davidc@VillageofHartland.com>
Sent: Tuesday, December 5, 2017 7:47 AM
Subject: RE: letter of credit reduction

Good Morning Dale – is your prior e-mail to David Cox your request to dedicate the sanitary and storm sewer improvements from Hawks Haven to the Village of Hartland? I just wanted to make sure that is your intention.

Also, I will need the lien waivers from your contractors as a support documentation prior to the Village Board considering the letter of credit reduction.

Can you please have that to me by tomorrow?

Thanks,

Michael Einweck, PE
Director of Public Works
Village of Hartland
(262) 367-4880
mikee@villageofhartland.com

From: David Cox
Sent: Monday, December 4, 2017 4:12 PM
To: Amtmann, Ryan <RAmtmann@ruekert-mielke.com>; Mike Einweck <mikee@VillageofHartland.com>
Cc: calldale@sbcglobal.net
Subject: FW: letter of credit reduction

All,

LAKE COUNTRY ENGINEERING, INC.
Rob Davy, P.E.

December 4, 2017

Village of Hartland
Attn: Dave Cox
210 Cottonwood Ave
Hartland, WI 53029

**RE: Project No. 15-2823
Hawks Haven, Town of Delafield**

Dave,

To my knowledge all of the sanitary and storm sewer was installed per plan or close to it. Ruekert & Mielke indicated they doing the as-built drawings and I have not seen them, but Ryan A has not called me to let me know that something was wrong.

The Sewer lines have been televised and cleaned and copies of this work were dropped off at Ruekert & Mielke's office.

Please reduce the Letter of credit by \$171,000 so that only the 10% of the \$190,000 (\$19,000) is remaining

Please call if you have any questions.

Sincerely,



Robert Davy, P.E.

Enclosures

cc: Dale Bergman
Ryan Amtmann

December 6, 2017

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

RE: Hawks Haven Subdivision - Acceptance of Storm and Sanitary Sewer Improvements and Letter of Credit Reduction No. 1

Dear David:

The storm and sanitary sewer service is being provided by the Village of Hartland to the Hawks Haven Subdivision in the Town of Delafield via the Agreement for the Provision of Sanitary Sewer and Storm Water Service by the Village of Hartland to the Town of Delafield, with said agreement having an effective date of August 28, 2017 (Agreement).

Dale Bergman (Developer) has requested approval and acceptance of the Village's portion of the storm and sanitary sewer improvements for the Hawks Haven subdivision, via his email dated December 4, 2017. In addition, Rob Davy has provided a letter, dated December 4, 2017, certifying that the improvements have been constructed per the plans and requesting a reduction of the Letter of Credit. Ruekert & Mielke, Inc. (R/M) and Village Staff have performed the final inspection of the Storm and Sanitary Sewer Improvements and have determined that there are no punch list items.

Dedication

We recommend that the Village Board, by separate resolution, accept the dedication of the Storm and Sanitary Sewer improvements.

Fees

The final R/M invoice for work associated with the Hawks Haven subdivision is dated December 5, 2017, in the amount of \$3,684.65 and is attached to this letter.

Reduction of Security

Developer submitted a request dated December 4, 2017 to reduce the Letter of Credit from \$190,000 to \$19,000. The \$19,000 remaining balance of the Letter of Credit is the 10% guarantee amount.

Mr. David Cox
Village of Hartland
December 6, 2017
Page 2

Village Engineer Certification

This letter serves as certification by Ryan T. Amtmann, P.E., Village Engineer, to the Village and to the financial institution issuing the Letter of Credit that:

1. The dollar value of the work completed as shown on the December 4, 2017 Letter of Credit reduction request is accurate.
2. That the work has been completed in a good and workmanlike manner and in compliance with the Plat and the applicable plans and specifications.
3. That no mechanic's or other liens will attach to the Site or to any property of the Village as a result of the installation of the improvements.
4. That dollar value of the work completed is reasonable.

Guarantee of Improvements

Per the Agreement, the Developer guarantees the public improvements against defects due to faulty materials or workmanship for a period of two years following the final acceptance and dedication of the improvements by the Village.

The date of final acceptance and dedication by the Village will be December 11, 2017. Therefore, the guarantee period shall terminate on December 11, 2019.

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

Very truly yours,

RUEKERT & MIELKE, INC.



Ryan T. Amtmann, P.E. (WI, IL)
Vice President
ramtmann@ruekert-mielke.com

RTA:rta
enclosure

cc: Mike Einweck, P.E., Village of Hartland
File

MEMO

TO: David E. Cox/Village Administrator
FROM: Michael D. Gerszewski/Operation Supervisor
DATE: December 6, 2017
SUBJECT: Authorization to purchase a replacement pickup truck

With the approval of the 2018 Village budget, \$33,000 was allocated to replace a 2003 Ford pickup truck. The new truck cost is \$31,150 from Badger Truck Center (purchase proposal is attached). The trade in value for the old vehicle is \$2,500. Therefore, the truck's final cost will be \$28,650.

The DPW will be installing warning lights, door logos and the two way radio. These costs will come from the unspent funds in the budgeted amount. Badger Truck will be installing a power inverter, window guard, mud flaps, rust proofing and a spray in bed liner which is included in the price above. By placing the order now, we will be able to have the new truck painted in our standard orange as Ford will be running the special paint line soon.

Staff is requesting that the DPW be authorized to purchase the 2018 Ford pickup truck for delivery in 2018.

Staff is also requesting that the Village Board approve the trade in of the 2003 Ford pickup truck to Badger Truck when the new truck is put in service.

Please place this in the Village Board agenda for consideration and possible action.

Attachment

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



Badger Truck Center, Inc.
2326 W St Paul Ave, Milwaukee, Wisconsin, 532332522
Office: 414-344-9500

Customer Proposal

Prepared for:

Mike G
Village of Hartland

Prepared by:

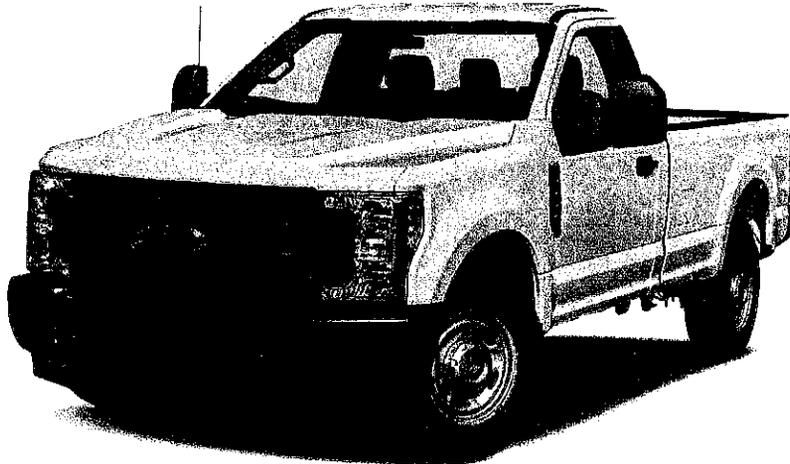
Brad Baker
Office: 414-344-9500
Email: b.baker@badgertruck.com

Date: 12/01/2017

Vehicle: 2018 F-350 XL

4x2 SD Regular Cab 8' box 142" WB SRW

Quote ID: 113017





Badger Truck Center, Inc.
 2326 W St Paul Ave, Milwaukee, Wisconsin,
 532332522
 Office: 414-344-9500

2018 F-350, SD Regular Cab
 4x2 SD Regular Cab 8' box 142" WB SRW
 XL(F3A)
 Price Level: 820 Quote ID: 113017

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
----------	-------------	--------	-----------

Powertrain

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **Mike G, Village of Hartland**
 By: **Brad Baker** Date: **12/01/2017**



Selected Options

Description	MSRP
Base Vehicle	
Base Vehicle Price (F3A)	\$34,060.00
Packages	
Order Code 610A	N/C
<i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i> - Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i> - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75R17E BSW A/S (4) - Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo <i>Includes digital clock and 4-speakers.</i>	
Powertrain	
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
<i>Flex-Fuel badge on fleet orders only.</i>	
Transmission: TorqShift 6-Speed Automatic (6R140)	Included
<i>Includes SelectShift.</i>	
Electronic-Locking w/4.30 Axle Ratio	\$390.00
GVWR: 10,400 lb Payload Package	Included
Wheels & Tires	
Tires: LT275/65R18E BSW A/S	N/C
<i>Includes:</i>	
- GVWR: 10,400 lb Payload Package	
Wheels: 18" Argent Painted Steel	\$455.00
<i>Includes painted hub covers/center ornaments.</i>	
Seats & Seat Trim	
HD Vinyl 40/20/40 Split Bench Seat	Included
<i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	
Other Options	
142" Wheelbase	STD
Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Badger Truck Center, Inc.
 2326 W St Paul Ave, Milwaukee, Wisconsin,
 532332522
 Office: 414-344-9500

2018 F-350, SD Regular Cab
 4x2 SD Regular Cab 8' box 142" WB SRW
 XL(F3A)
 Price Level: 820 Quote ID: 113017

Selected Options (cont'd)

Description	MSRP
Engine Block Heater (Regional)	N/C
	Standard only in Alaska, Minnesota, North Dakota, South Dakota, Montana, Wisconsin and Wyoming. Optional in all other states.
Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
Trailer Brake Controller	\$270.00
	<i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>
Platform Running Boards	\$320.00
Upfitter Switches (6)	\$165.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i>
Radio: AM/FM Stereo	Included
	<i>Includes digital clock and 4-speakers.</i>
Rear Wheel Well Liners (Pre-Installed)	\$180.00
	<i>Custom accessory.</i>
Emissions	
50-State Emissions System	STD
Interior Colors	
Medium Earth Gray	N/C
Primary Colors	
Oxford White	N/C
SUBTOTAL	\$35,925.00
Destination Charge	\$1,295.00
TOTAL	\$37,220.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mike G, Village of Hartland
 By: Brad Baker Date: 12/01/2017



Badger Truck Center, Inc.
 2326 W St Paul Ave, Milwaukee, Wisconsin,
 532332522
 Office: 414-344-9500

2018 F-350, SD Regular Cab
 4x2 SD Regular Cab 8' box 142" WB SRW
 XL(F3A)
 Price Level: 820 Quote ID: 113017

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$37,220.00
<i>Pre-Tax Adjustments</i>	
Description	
Special paint	\$675.00
Municipal discount	-\$6,500.00
Spray in Liner, Rustproofing, Service & Parts CD manuals, mudflaps, Inverter & Back Rack	\$3,100.00
Fleet discount	-\$3,345.00
<hr/>	
Total	\$31,150.00

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mike G, Village of Hartland
 By: Brad Baker Date: 12/01/2017

MEMORANDUM

TO: President and Village Board

FROM: David E. Cox, Village Administrator 

DATE: December 8, 2017

SUBJECT: Ambulance Purchase Process Investigation

After the November 13 Village Board meeting, at which the motion to authorize the ordering of a new ambulance was tabled, I was asked to investigate the process and circumstances around the decision to recommend the specific purchase. The action for Board consideration was a motion to authorize the ordering and purchase of an ambulance manufactured by Life Line Emergency Vehicles of Sumner, Iowa through Jefferson Fire and Safety of Middleton. Due to the fact that an officer in our Fire Department (Division Chief Rob Little) works for Jefferson Fire and Safety, a question arose as to whether the purchase was appropriate and whether Little would inappropriately benefit personally from the Village's purchase of an ambulance from the company for which he works.

I have investigated the process by which the ambulance was designed and the decision from whom to purchase was made in order to address the aforementioned concerns. During the review process, I met with Chief Dean, spoke with Division Chief Dave Jambretz and received information from Tyler Jefferson, President of Jefferson Fire and Safety, Inc.

Process

In accordance with current standard practice for the Fire Department, Chief Dean established an ad hoc committee of interested members of the Fire Department to develop the specifications for the new ambulance scheduled to be purchased in 2018 based on the established equipment replacement schedule found in the Village Budget. The Committee consisted of five (5) members including Division Chief Jambretz (Chair), Lieutenant Eric Schlehlein, Captain Sue Jambretz, Lieutenant Alex Konen and EMT Jason Elger. The Committee met according to its own schedule and established a specification for the new ambulance that included details on the expected size of the vehicle, engine type and power needs as well as expected cabinet layout and design along with other specifications. Prior to meeting, Division Chief Jambretz contacted a number of the companies that provide ambulances to request demonstrations and information. As part of these discussions, the companies were advised of the intent to purchase a new ambulance and told that they would be invited to bid on the final specifications. Three of the firms indicated no desire to provide a bid indicating that because we currently possessed a Life Line ambulance and due to the fact that Little was a member of our Department, they were not interested in expending the effort to submit a bid. A fourth company, North Central Emergency Vehicles, indicated that they would submit a proposal but that it would be significantly higher than the price they expected Jefferson to offer. Again, the North Central representative, according to Jambretz, alluded to our existing Life Line Ambulance and the Little's membership

on our department. Division Chief Jambretz indicated that he assured all of the companies that the Department was seriously interested in multiple bids and would evaluate multiple ambulance proposals. Nonetheless, little or no assistance was received from these companies. The Committee relied on information it received from its own experience and research including attendance at trade shows and conversations with various manufacturers.

Once the Committee had completed its work and the specifications were acceptable to the Chief, the interested companies would have received the specifications and would have been requested to offer a proposal. As indicated above, four of the five companies indicated that they either would not propose or would deliberately propose an outrageous figure. As such, staff dealt only with Jefferson Fire and Safety and Life Line.

Companies

The following companies were initially contacted during the review and specification preparation process.

North Central Emergency Vehicles, Lester Prairie, MN – Representing Braun Custom Ambulances of Van Wert, OH.

Foster Coach Sales, Inc., Sterling, IL – Representing Horton Emergency Vehicles of Grove City, OH.

Everest Emergency Vehicles, Inc., Little Canada, MN – Representing Wheeled Coach of Winter Park, FL

Pomasl Fire Equipment, Inc., Antigo, WI – Representing themselves.

Jefferson Fire and Safety, Inc., Middleton, WI – Representing Life Line Emergency Vehicles of Sumner, IA

Each of these companies is the sole manufacturer's representative and distributor for the products they sell in southeastern Wisconsin and, in most cases, the entire state plus other states. For example, it is not possible to purchase a Life Line ambulance in Wisconsin from anyone other than Jefferson Fire and Safety.

Existing Ambulance

While we are replacing an ambulance purchased from a different company (Road Rescue, which is now defunct), the other ambulance in our fleet is a 2013 Life Line ambulance on a Ford 450 chassis. While we were willing to review additional options as indicated above, there is a desirability to having the ambulances match each other in terms of familiarity in operation and similarity or interchangeability in parts for maintenance purposes.

Jefferson Fire and Safety Relationship

As indicated above, Jefferson is the sole distributor of Life Line ambulances in Wisconsin. Additionally, they are also the representative for Rosenbauer America, the company from which we purchased the recent aerial apparatus (ladder truck). As noted earlier, Division Chief Rob Little is an employee of Jefferson Fire and Safety and, specifically, works in the ambulance sales division. As the attached information from Tyler Jefferson, President of Jefferson Fire and Safety, indicates, they “recognize the potential conflict of interest in this situation.” All purchases from Jefferson in relation to ambulances are handled by Mr. Jefferson himself and no payment or commission is given to Little for the sale. From Jefferson’s perspective, Little is not involved at all in the process. This has been the standard practice for any of our purchases through Jefferson.

Division Chief Little has no ownership interest in Jefferson Fire and Safety and is merely an employee. Other than the general continued success of the company, he does not receive any direct benefit from the sale of ambulances or other related equipment to the Village of Hartland Fire Department.

Regulations

Wisconsin Statutes provide flexibility to municipalities in the method by which they pursue the purchase of goods and services. The law only requires competitive bidding of public works projects (as defined in the statutes to include most types of construction) that have an expected cost above a certain amount. Professional services, equipment and other types of purchases are not addressed. The Village’s Purchasing Policy, adopted in 2012, provides that multiple prices should be sought for purchases “to the extent possible and practical.”

Conclusion

Based on the information learned in my investigation, I believe that our staff and those at Jefferson Fire and Safety have appropriately insulated Little from receiving direct benefit from the sale of equipment to the Village’s Fire Department. Further, because Little was not on the committee charged with designing the ambulance and soliciting proposals, his ability to inappropriately steer the purchase decision to his employer is mitigated. Additionally, staff met the intent of the Village’s Purchasing Policy by reaching out to multiple companies that provide ambulances in the State. Therefore, I conclude that the proposed purchase is appropriate and that the Village Board can proceed with the order as they may desire. In the future, the Department must continue to take steps to consider all options available for its equipment needs and to solicit proposals for that equipment from multiple sources.

Please contact me if you have any questions.



SERVING FIRST RESPONDERS AND THEIR COMMUNITIES SINCE 1948

November 13, 2017

Dave Dean
Fire Chief
Hartland Fire Department
150 Lawn Street
Hartland, WI 53029

Chief Dean,

It has been brought to my attention that there may be some concern about Rob Little working for our company in the ambulance sales division in reference to purchasing a new Life Line ambulance. We recognize the potential conflict of interest in this situation. If you recall, this was also a concern on the first purchase of your quality Life Line ambulance.

The last time Rob was not the sales person with your purchase and this time is no different. The Village of Hartland Fire Department has been a valued customer of ours and we would not jeopardize that by putting you or Rob in that position. This is why any ambulance sales go thru myself, Jefferson Fire & Safety and Life Line Emergency Vehicles directly. Rob is not involved in this process and no commission is paid to him on any sales as part of Hartland Fire Department. If you have any questions or further concerns, please don't hesitate to contact me directly.

Best regards,

Tyler Jefferson
President
Jefferson Fire & Safety, Inc.

Memo

To: Administrator Dave Cox

From: Dave Dean, Fire Chief

Date: November 9, 2017

Re: Corporate Reserve Purchases

With approval of the 2018 Budget, The Fire Department would like to place the order for the new ambulance as budgeted. The order would be placed with Jefferson Fire and Safety of Middleton.

The 2008 ambulance is scheduled to be replaced in 2018. The ambulance build-out takes 6 to 8 months, depending on manufacturer availability. Because we are placing the order for the ambulance in 2017, the Village is expected to see a discount in the cost.

The new ambulance will be specifically designed to meet the future needs of the Village of Hartland and will include the most up to date equipment, offering the very best in patient care and safety to the rescue personnel during each call for service. The ambulance will include a new heavy-duty gurney rated for 750 pounds and will offer an auto-lift system for the loading and unloading of patients. Secure cabinets for advanced medications, a heated compartment for blankets and IV solution, and a cabinet to carry personal protective equipment for two firefighters are some of the other innovative features.

The projected cost based on the current configuration is \$245,251. In order to allow for some minor adjustments during the process, the request is for Board approval in an amount not to exceed \$248,251.

MEMORANDUM

TO: Village Board
FROM: Ryan Bailey, Finance Director 
DATE: December 7, 2017
SUBJECT: Approval of Grota Appraisals, LLC as Village Assessor

Several months ago, the Village Board approved the creation of a committee to evaluate assessment firms that provided proposals to the Village for assessment services. The Village received proposals from 4 firms, Accurate Appraisal (current Village assessor), Grota Appraisals, Associated Appraisal and Tyler Tech. The committee met several times over the past months to determine what level of service would be best for the Village and what firm could best provide that service.

The committee decided that a full revaluation of the entire Village during one of the four years of the Assessor contract was needed. The other 3 years of the contract would then be maintenance years. The work done during maintenance years generally deals with any new construction permits, remodel permits, personal property accounts and other changes within the Village.

After the meetings, the committee is recommending that the Village approve a contract with Grota Appraisals for our assessment services. The sum of the contract is not to exceed \$249,000 for 2018-2021 or \$62,250 annually. Grota Appraisal has agreed to smooth the costs of a full revaluation over the 4 year contract evenly. 2018 will be a routine maintenance year, 2019 will be a full revaluation of the Village and 2020-2021 will be routine maintenance years. Assessment services for the Village cost \$24,000 during 2017. The \$38,250 increase from our current assessment fees will be paid for out of a reserved fund balance account that was established to hold funds for the future revaluation process and which has a current balance of \$171,200.

AGREEMENT

Between The

VILLAGE OF HARTLAND

And The

LABOR ASSOCIATION OF WISCONSIN, INC.

For and On Behalf of The

HARTLAND PROFESSIONAL POLICE ASSOCIATION

Local 301

January 1, 2016 - December 31, 2018

INDEX

ARTICLE I - PURPOSE OF AGREEMENT 1

ARTICLE II - RECOGNITION 1

ARTICLE III - MANAGEMENT RIGHTS 3

ARTICLE IV - SECTION 125 PLAN 4

ARTICLE V - WAGES AND COMPENSATION 5

ARTICLE VI - WORK WEEK AND WORK DAYS 5

ARTICLE VII - SHIFT SELECTION..... 6

ARTICLE VIII - OVERTIME 7

ARTICLE IX - EDUCATIONAL INCENTIVE PAY 8

ARTICLE X - UNIFORM REPLACEMENT AND MAINTENANCE 9

ARTICLE XI - HOSPITALIZATION, DENTAL & SURGICAL CARE INSURANCE 12

ARTICLE XII - RETIREE HEALTH INSURANCE BENEFIT 14

ARTICLE XIII - LONG TERM DISABILITY INSURANCE..... 14

ARTICLE XIV - LIFE INSURANCE..... 14

ARTICLE XV - VACATION 14

ARTICLE XVI - PENSION CONTRIBUTION 16

ARTICLE XVII - FALSE ARREST INSURANCE 16

ARTICLE XVIII - RESIDENCY, TRAINING, PROBATION..... 16

ARTICLE XIX - LEAVE AND ABSENCES..... 17

ARTICLE XX - TERMINATION OF EMPLOYMENT COMPENSATION..... 21

ARTICLE XXI - RULES OF CONDUCT AND MAINTENANCE OF EQUIPMENT 21

ARTICLE XXII - GRIEVANCE PROCEDURE..... 22

ARTICLE XXIII - SENIORITY 24

ARTICLE XXIV- PHYSICAL FITNESS TESTING 25

ARTICLE XXV - NON DISCRIMINATION 27

ARTICLE XXVI - NO STRIKE CLAUSE..... 27

ARTICLE XXVII - SAVINGS CLAUSE..... 28

ARTICLE XXVIII - ENTIRE MEMORANDUM 28

ARTICLE XXV - GENDER..... 28

ARTICLE XXX - TERM OF AGREEMENT..... 28

SIGNATURE PAGE..... 29

WAGE AND INSURANCE ADJUSTMENTS 30

1 designee no later than seven (7) days after the Village Board approval.

2 E. Forfeiture: In the event that the bargaining representative, its officers, agents or
3 any of its members, acting individually or in concert with another, engage in or
4 encourage any illegal strike or illegal work stoppage or any other type of illegal
5 job action against the Village during the term of this Agreement, the deductions
6 and payments of fair share contributions made in accordance with this Agreement,
7 and any voluntary dues deductions (check-off) privileges, shall be terminated
8 forthwith by the Employer.

9 F. Responsibilities of the Employer And The Collective Bargaining Representative:

10 1. If, through inadvertence or error, the employer fails or neglects to make a
11 deduction, which is properly due and owing from the officer's paycheck,
12 such deduction shall be made from the next paycheck of the officer and
13 submitted to the collective bargaining representative. The employer shall
14 not be liable to the collective bargaining representative, officer or any
15 other party by reason of the requirements of this section of the Agreement
16 for the remittance or payment of any sum other than those constituting
17 actual deductions made from officer wages earned.

18 2. The collective bargaining representative shall indemnify and save the
19 Village harmless against any and all claims, demands, suits, orders,
20 judgments, or other forms of liability that shall arise out of, or by any
21 reason of, action taken or not taken by the Village under this section.

22 G. Rebate: The Association shall provide officers who are not members of the
23 Association with an internal mechanism within the Association which will allow
24 those officers to challenge the fair share amount certified by the Association as
25 the cost of representation and receive where appropriate, a rebate of any monies
26 determined to have been improperly collected by the Association. To the extent
27 required by state or federal law, the Association will place in an interest bearing
28 escrow account, any disputed fair share amounts until a determination has been
29 made by an impartial umpire designated by the Wisconsin Employment Relations
30 Commission.

1 H. Dues Deduction: The Employer agrees to deduct payroll dues from the pay of
2 officers who individually sign voluntary checkoff authorization forms supplied by
3 the Association which shall include the following statement: "I, the undersigned,
4 hereby authorize the Village to deduct Association dues from my wages each and
5 every paycheck and direct that such amount so deducted be sent to the Treasurer
6 of the Association for and on my behalf. The authorization shall be irrevocable
7 and shall automatically renew itself for successive years unless I give thirty (30)
8 days written notice to the Village and the Association of my desire to change the
9 amount or revoke the dues deduction at the end of such thirty (30) day period or at
10 the end of such year.

11 NAME _____ DATE _____
12 WITNESS _____ DATE _____ "

13 The Employer agrees to deduct the appropriate amount from each paycheck of
14 each officer requesting such deduction following receipt of the above enumerated
15 statement and shall remit the total of such deductions to the Treasurer of the
16 Association within ten (10) days of the date such deductions were made with a list
17 of the names that the deductions have been deducted from. Any changes in the
18 amount to be deducted shall be certified to the Employer by the Treasurer of the
19 Association at least (30) days prior to the effective date of such change.
20

21 ARTICLE III - MANAGEMENT RIGHTS

22 **Section 3.01:** The Association recognizes that the Village possesses the sole right to
23 operate Village government, and that all management rights repose on the Village. The Village
24 will exercise its management rights consistent with the other provisions of the agreement. These
25 rights, which are normally exercised by the Chief of Police, include, but are not limited to, the
26 following:

- 27 A. To direct all operations of the Police Department.
- 28 B. To hire, evaluate, promote, train, transfer, assign and schedule officers in
29 positions with the Village; and to suspend, demote, discharge or take other
30 disciplinary action against officers other than probationary officers for just cause

1 **ARTICLE V - WAGES AND COMPENSATION**

2 **Section 5.01 - Wage Scale:**

3
4 **January 1, 2016 (1.25%)**

5

Patrol Officer	Annual	Biweekly
Non Certified Officer	31,398.00	1,207.62
Starting	55,773.94	2,145.15
After 1 year	60,870.56	2,341.18
After 2 years	65,970.39	2,537.32
After 3 years	71,067.00	2,733.35
After 4 years	76,165.23	2,929.43
Detective	79,472.47	3,056.63

6
7 **January 1, 2017 (2.0%)**

8

Patrol Officer	Annual	Biweekly
Non Certified Officer	32,025.96	1,231.77
Starting	56,889.42	2,188.05
After 1 year	62,087.97	2,388.00
After 2 years	67,289.80	2,588.07
After 3 years	72,488.34	2,788.01
After 4 years	77,688.53	2,988.02
Detective	81,061.92	3,117.77

9
10 **January 1, 2018 (1.9%)**

11

Patrol Officer	Annual	Biweekly
Non Certified Officer	32,634.45	1,255.17
Starting	57,970.32	2,229.63
After 1 year	63,267.64	2,433.37
After 2 years	68,568.31	2,637.24
After 3 years	73,865.60	2,840.98
After 4 years	79,164.62	3,044.79
Detective	82,602.10	3,177.00

- 1 A. Non-probationary officers of equal rank may switch full and half work shifts at no
2 additional cost to the Village provided all of the following conditions are met:
3 1. the switch is designated at the outset;
4 2. the switch (payback) is accomplished within the same calendar year;
5 3. the officers provide at least forty-eight (48) hours' notice of the switch; and
6 4. the approval of the Police Chief or his/her designee is obtained.
7 5. Officers can switch shifts with any officer of equal rank on any shift.
8 6. Half shift switches can be an extension of an officer's work shift or with an
9 officer who is normally not scheduled to work.
10 7. If the switch half shift is an extension at the end of an officer's shift, the
11 officer will start the switch time at the end of their shift and work 4 hours
12 and 10 min. (1420-1830, for example).
13 8. If the switch half shift is an extension at the beginning of an officer's shift,
14 the officer will start the switch time 4 hours and 10 min prior to the start of
15 their shift. (0150-0600, for example)
16 9. Half shift switches with an off duty officer will begin at the shift beginning
17 or halfway point of the officer being worked for.
- 18 B. It is understood that officers may not work double shifts and that each officer is
19 limited to eight (8) switches per calendar year.
- 20 C. Overtime provisions shall not apply to switched shifts unless the officer is held
21 beyond the anticipated hours for a given switched shift.
- 22 D. Once a switch has been approved, the officers involved may not take holidays,
23 vacation days or comp time, or another switch to avoid working on the agreed
24 change date.
25 1. If an officer is legitimately sick, sick time use is not prohibited on the day
26 of the switch.
27

28 ARTICLE VIII - OVERTIME

29 Section 8.01 - Definition of Overtime:

- 30 A. Any officer that is required to perform work in excess of eight (8) hours and

1 twenty (20) minutes in any regularly scheduled work day shall be compensated at
2 the rate of time and one-half (1-1/2) the officer's regular base hourly rate.
3 Overtime will be paid biweekly. Overtime will be authorized only by the Chief of
4 Police or the Chief's designee.

5 B. Officers who are assigned to work and who work two (2) full eight (8) hour and
6 twenty (20) minute shifts within a twenty-four (24) hour period at the direction of
7 the Chief of Police or the Chief's designee, shall receive time and one-half (1-1/2)
8 for the second shift, which pay may not be taken as compensatory time off. This
9 benefit shall only be received as additional pay. Officers who volunteer to work
10 two (2) shifts within such period shall be paid at their regular rate of pay.

11 C. An officer who is scheduled to work and who works outside of the officer's
12 normally scheduled shift without a forty-eight (48) hour notice as prescribed in
13 Section 6.01, shall be entitled to an additional one-half (2) hour pay for each hour
14 worked outside of the officer's normally scheduled hours, or call in pay,
15 whichever is greater.

16 D. Payment for any overtime worked by a member when the member is on vacation
17 leave or when the member is off on a holiday off-day shall be made at the rate of
18 double time.

19 E. An officer's rate of overtime shall be computed as follows: Annual wage divided
20 by 2027 hours.

21 **Section 8.02 - Call-In Pay:** For any required overtime worked, other than an extension
22 of an officer's regularly scheduled tour of duty, and including, but not restricted to, emergency or
23 early call-ins, special events, crossing guard duty, and court appearances, a minimum of three (3)
24 hours overtime shall be paid. Except:

25 A. If an officer is required to perform a duty function outside their normally
26 scheduled time, but the assignment does not require them to report to a specific
27 location, the call-in pay shall be 1 hour (60 minutes) at their current overtime rate.
28 If that assignment takes them beyond 1 hour (60 minutes), the overtime shall be
29 actual time spent on the assignment and paid at their current overtime rate.

30 B. If an officer is required to perform a duty function and that function requires them

1 to report to a specific location and starts within 1 hour (60 minutes) of their normal
2 shift start time on a scheduled work day, the call-in pay will be 1 hour (60
3 minutes) at their current overtime rate. This section would not apply to
4 emergency or early call-in, but would apply to special events, crossing guard
5 duty, court appearance, or other special assignments. If the specific event starts
6 beyond 1 hour (60 minutes) of their normally scheduled shift start time on a
7 scheduled work day, the 3 hour call-in pay remains in effect.

8 **Section 8.03 - Payment of Overtime/Compensatory Time:** An officer has the choice
9 of taking payment for overtime as additional wages or as compensatory time off.

- 10 A. The Association recognizes the need for maintaining adequate police protection
11 for the Village and agrees that these overtime compensatory days off shall be
12 taken only with the approval of the Chief of Police or his designee.
- 13 B. Officers may take their choice of days off as they wish, restricted only to seniority
14 and the proper staffing of the Police Department.
- 15 C. The Chief of Police or the Chief's designee shall keep an account record of a
16 compensatory time bank for each officer. Overtime worked, which an officer
17 shall designate as compensatory time, up to thirty three and one third (33.3) hours,
18 shall be placed into the compensatory time bank at the rate of time and one half
19 (1-1/2). Officers shall be able to use up to 7 days of compensatory time off
20 annually. Any additional overtime worked shall be paid out at the Officer's
21 overtime rate and will not regenerate the compensatory time bank. At the end of
22 each pay period, overtime in excess of that in the bank shall be paid out to the
23 officer. Any accrued compensatory time that is not used will be paid out in
24 January of the following year at the previous year's pay rate. No time shall be
25 carried over to the following year. Compensatory time off may be taken in
26 increments of not less than two (2) consecutive hours at either the beginning or
27 end of a shift. Officers shall request the use of compensatory time off at least
28 forty-eight (48) hours prior to the requested time off. The Chief or Police or
29 designee may waive the forty-eight (48) hour notice requirement.

30 **Section 8.04 – Seniority:** If a shift becomes available with at least 24 hours notice to the

1 Employer and the Employer decides to fill such vacancy by offering the vacancy
2 as overtime hours, the Employer shall offer the overtime by seniority to all
3 employees. If no one agrees to work the overtime, the Employer may order the
4 shift filled at its discretion.

5 A. The Employer only need give notice of the available overtime via an email message,
6 and the employees have 2 hours to respond.

7 1. The overtime will be awarded to the most senior officer who has responded
8 within the 2 hour time period

9 2. An officer on vacation or holiday may respond to work the overtime but
10 will be paid time and one half (1-1/2) not (2x) double time.

11 12 **ARTICLE IX - EDUCATIONAL INCENTIVE PAY**

13 **Section 9.01:** Members of the Association, who have acquired college credits by
14 attending classes at an accredited University, College, or Technical Institute, while enrolled in a
15 Criminal Justice or Police Science degree program, and those credits are applicable to either a
16 Bachelor's degree or an Associate's degree in Criminal Justice or Police Science, shall be
17 compensated at the rate of one dollar and fifty cents (\$1.50) per credit earned, per month, to a
18 maximum of one hundred dollars (\$100.00) per month. This payment shall be made biweekly.

19 20 **ARTICLE X - UNIFORM REPLACEMENT AND MAINTENANCE**

21 **Section 10.01:** Upon appointment to the Police Department each officer shall be
22 provided with a full uniform at Village expense. The Chief of Police shall determine what
23 constitutes a full uniform. A full uniform shall consist of:

24 1 Winter Uniform (including e.g., 1 coat, 2 pairs of uniform trousers, 2 long
25 sleeve shirts, 1 knit uniform hat, 2 long sleeve insulating T-Shirts).

26 1 Summer Uniform (including e.g., 2 pair of uniform trousers, 2 short sleeve
27 shirts).

28 1 Dress Hat

1 Holster

29 1 Raincoat and Hat Cover

2 Outer Badges

30 2 Uniform Ties

1 Hat Badge

- 1 1 Hand Gun 1 Wallet/ID Badge
- 2 1 Gunbelt 2 Nameplates
- 3 1 Pair of Handcuffs 1 ID/Photocard
- 4 1 Handcuff Case 2 HPD Collar Pins
- 5 2 Magazines and Pouches 1 Briefcase
- 6 1 Armor Vest Handgun Ammunition
- 7 1 Personal Protection 1 Pair Shooter's glasses
- 8 Equipment Kit (including TB mask) 1 Riot Helmet
- 9 1 Firearms Hearing Protection 1 HPD Tie Clasp
- 10 2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)

11 Items shall be of a type as prescribed by the Chief of Police. The initial uniform items
 12 which are purchased by the Village shall remain the property of the Village during the officer's
 13 period of probation. These items shall be returned to the Village by the officer in the event the
 14 officer resigns or is dismissed prior to the termination of the officer's probationary status.
 15 Failure to comply with this section shall cause the Village to charge the resigned/dismissed
 16 officer for any non-returned items and cost of same will be deducted from the officer's
 17 Termination of Employment Compensation, (Article XX).

18 **Section 10.02:** After completion of an officer's probationary status, the uniform items
 19 purchased by the Village shall be considered the officer's property, with the exception of the
 20 following items:

- 21 All Handgun Ammunition 2 HPD Collar Pins
- 22 1 Personal Protection Equipment Kit (including TB mask)
- 23 2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)
- 24 1 Hand Gun 1 Hat Badge
- 25 1 Gunbelt 1 Wallet/ID Badge
- 26 1 Pair of Handcuffs 1 ID/Photocard
- 27 1 Handcuff Case 2 Magazines and Pouches
- 28 2 Outer Badges
- 29 1 Holster 1 Firearms Hearing Protection
- 30 1 Pair Shooter's Glasses 1 Riot Helmet

1 1 HPD Tie Clasp

2 An officer must return the above items to the Police Department at the time of the
3 officer's resignation or dismissal, unless the officer has already done so at some earlier date or
4 has replaced these items from the officer's uniform replacement allowance. The costs of any
5 non-returned items listed above will be deducted from the officer's Termination of Employment
6 Compensation, (Article XX).

7 An officer who retires must return the above items to the Police Department except that
8 the retirees shall be allowed to retain one badge which will be suitably mounted on a plaque, the
9 retiree's name plate, and all original certificates that the officer received from schools attended
10 while a member of the Department.

11 **Section 10.03 - Uniform and Equipment Allowance:** Effective 1/1/01, after one (1)
12 year of employment, each officer shall have an amount set aside with the Village Treasury to be
13 drawn for uniform replacement and maintenance, as needed on a voucher system, but not to
14 exceed five hundred dollars (\$500.00). Payment shall be made only upon submission of bills or
15 receipts to the Village. A bank shall be created, and officers shall be allowed to carry over up to
16 two hundred dollars (\$200.00) per year, but they shall not be allowed to maintain any more than
17 seven hundred dollars (\$700.00).

18 Officers shall be allowed to use the Uniform and Equipment Allowance to purchase an
19 off-duty firearm once every ten (10) years. The purchase of an off-duty firearm must be pre-
20 approved by the Chief of Police. It is understood that the off-duty firearm is property of the
21 Village of Hartland. If an officer is terminated or leaves due to a termination agreement, the
22 officer's off-duty weapon shall be returned to the Village. If an officer resigns on his own
23 accord prior to retirement, the officer shall have the option to purchase the off-duty weapon at
24 the then current market value. If the officer retires from the Police Department under the terms
25 and conditions set forth under the Wisconsin Retirement System, ownership of the off-duty
26 weapon shall transfer from the Village to the officer without any cost. The replacement of
27 uniform or equipment items, including footwear, because of wear and/or condition, except for
28 firearms, handcuffs, or defensive weapons, can be made by the choice of a member or by the
29 Chief of Police. All draws against this clothing allowance account shall be preceded by a
30 purchase order made out to the designated Police Department supplier. Payment to the supplier

1 shall be made by the Village Clerk only after receipt of a Voucher having a copy of the supplier's
2 bill attached. If an officer wishes to purchase authorized equipment or uniform item from a
3 vendor or supplier which is not usually used by the Police Department; the officer must make a
4 written request to the Chief of Police for authorization for the purchase prior to obtaining the
5 item. The officer's request must identify the item to be purchased. An officer may purchase
6 allowable items from other vendors if the officer has received written authorization from the
7 Chief of Police. If the non-list vendor will not accept a Village Purchase Order and recognize
8 the Village's sale tax exempt status, the sales tax will be deducted from the officer's clothing
9 allowance account. All shipping and handling charges will also be deducted from the officer's
10 clothing allowance account. Anytime the Chief of Police shall designate a uniform change, such
11 as color or type of uniform or patches, the Village shall pay each officer the amount necessary to
12 replace the officer's present uniform items which are in a serviceable condition, if the Chief of
13 Police orders a change to the new uniform article. This section does not apply to an order from
14 the Chief of Police to an officer to replace a uniform or equipment item because of its worn,
15 unserviceable condition. The uniform and equipment allowance shall not be used to purchase
16 any type of underwear or stockings/socks.

17 The annual uniform replacement and maintenance allowance shall be as follows:

18 Effective 1/1/08, five hundred dollars (\$500.00) shall be considered a prorated bank
19 earned at the rate of one hundred twenty-five dollars (\$125.00) per quarter on the first day of the
20 quarter.

21 The full bank will be available to officers as of January 1 of each year as needed pursuant
22 to the above requirements. An officer who retires, resigns or is dismissed during the year shall
23 have any excess uniform allowance money spent in excess of the officer's prorated bank
24 deducted from the officer's Termination of Employment Compensation (Article XX).

25 **Section 10.04 - Armor Vests:** A vest replacement fund shall be established for all
26 officers at the rate of one hundred twenty-five dollars (\$125.00) per officer per year with a
27 maximum accumulation of six hundred dollars (\$600.00). The vests that will be provided by the
28 employer must provide protection to the officer which at a minimum would protect them from
29 their own firearms. Vests that are provided by the Village must be worn at all times unless
30 noncompliance with wearing the vest has been approved by the Chief of Police or meets one of

1 the mutually agreed exceptions. Officers who wish to purchase a vest and/or ballistic shield
2 that exceeds the amount of money allocated above shall be allowed to take the additional monies
3 from their clothing allowance referenced in Section 10.03 to make up the difference. Any costs
4 in excess of available allowances shall be borne by the officer.

5
6 **ARTICLE XI - HOSPITALIZATION, DENTAL & SURGICAL CARE INSURANCE**

7 **Section 11.01 - Hospitalization, Dental and Surgical Care Insurance:** The Employer
8 shall provide hospitalization and surgical care insurance through the State of Wisconsin Health.
9 Effective January 1, 2009, the Village shall change from the Wisconsin Public Employers'
10 Group Health Insurance Traditional HMO Option - Classic Standard Plan to the Wisconsin
11 Public Employers' Group Health Insurance Deductible HMO Option - Deductible Standard Plan.
12 The Village may from time to time, change the insurance carrier or self-fund health care benefits
13 if it elects to do so provided the coverage afforded officers is equivalent or comparable. The
14 Village shall notify the Association in writing at least thirty (30) days prior to any change in
15 carrier. If the Village elects to change insurance carrier, the officer contribution for health
16 insurance will be frozen at the amount the officer would have paid if the Village had remained in
17 the State of Wisconsin Health Plan. Officer contributions will remain frozen for the remaining
18 term of this Agreement.

19 The Village shall not be required to provide coverage for any officer during any waiting
20 period for new officers which is imposed by the insurer.

21 Employees shall pay twelve (12.0%) percent of the cost of the lowest cost qualified plan
22 in the service area plus the difference between the amount paid by the employer and the full cost
23 of the plan selected through payroll deduction. Effective January 1, 2009, the Village shall
24 contribute \$500.00 per year into a flexible spending account for each officer who selects the
25 single plan and \$1,000.00 per year into a flexible spending account for each officer who selects
26 the family plan.

27 **Section 11.02:** The Village shall provide coverage through a self-funded arrangement
28 administered by Delta Dental with an annual plan maximum of Fifteen Hundred Dollars (\$1,500)
29 per person. The Village shall pay the monthly premiums for each officer of the Police
30 Department, and the officer's family in the case of married officers. The Village may from time

1 to time, change the insurance carrier, plan administrator or provide insured dental care benefits if
2 it elects to do so provided the coverage afforded officers is equivalent or comparable. The
3 Village shall notify the Association in writing at least thirty (30) days prior to any change in
4 carrier.

5 The Village shall not be required to provide coverage for any officer during any waiting
6 period for new officers which is imposed by the insurer.

7
8 **ARTICLE XII - RETIREE HEALTH INSURANCE BENEFIT**

9 **Section 12.01:** All employees of the Police Department, who have completed five (5)
10 full years with the Hartland Police Department shall receive longevity pay equal to 1.5% of their
11 monthly salary each month. Longevity pay shall be paid bi-weekly.

12
13 **ARTICLE XIII - LONG TERM DISABILITY INSURANCE**

14 **Section 13.01:** The Employer agrees to adopt such resolutions as are necessary to
15 participate in the Long Term Disability Plan (basic plan) administered by the Department of
16 Employee Trust Funds. Participation shall be governed by the rules of the Department.

17
18 **ARTICLE XIV - LIFE INSURANCE**

19 **Section 14.01:** The Village shall provide and maintain term life insurance on the lives of
20 all officers of the Police Department in an amount equal to the officers' gross amount of
21 earnings, which if not in even thousands, is increased to the next higher thousand.

22 The Village shall not be required to provide coverage for any officer during any waiting
23 period for new officers which is imposed by the insurer.

24
25 **ARTICLE XV - VACATION**

26 **Section 15.01:** To qualify for vacation under this Article, an officer of the Police
27 Department must be full time. All vacation selections must be approved by the Chief of Police
28 or the Chief's designee.

29 A. Vacations may be taken through the calendar year providing that:

30 1. Officers taking vacation days in blocks of four (4) working days shall be

1 granted such vacation so long as not more than two (2) officers are absent
2 on vacation at any one time, unless otherwise authorized by the Chief of
3 Police or the Chief's designee.

- 4 2. At least thirty (30) days of notice has been given by the officer to the
5 Chief of Police or the Chief's designee prior to the start of the vacation
6 period that is requested.
- 7 3. The officer must designate the choice of vacation periods in writing to the
8 Chief or the Chief's designee not later than April 1st of each year. Any
9 officer failing to do so shall forfeit any seniority rights of vacation
10 choices.
- 11 4. All officers shall have the option of taking vacation days in increments of
12 not less than four (4) hours with the approval of the Chief of Police or the
13 Chief's designee. These requests shall be given to the Chief of Police or
14 the Chief's designee at least forty-eight (48) hours in advance of the
15 vacation time being requested. The Chief of Police or designee may
16 waive the forty-eight (48) hour requirement.
- 17 5. In the case of a conflict of two (2) or more officers requesting the same
18 time period for vacation, the officer with the greatest length of service
19 shall have preference. In the case of two (2) officers having the same
20 length of service requesting the same vacation period, a flip of the coin
21 will resolve the conflict initially, and in succeeding years, the matter, if
22 recurring, shall be resolved on a rotating basis, i.e., the officer losing the
23 first conflict shall be granted the first choice the next year.
- 24 6. Payment may not be taken in lieu of vacations.
- 25 7. Officers of the Police Department hired prior to 1-1-16, the following
26 accrual schedule shall apply:

Years of Service	Annual Accrual	Monthly Accrual (approximate)
Less than 7 years	12 days	1 day
More than 7 years and less than 14 years	20 days	1.67 days

More than 14 years	28 days	2.33 days
--------------------	---------	-----------

8. For Officers of the Police Department hired after 1-1-16, the following vacation accrual schedule shall apply:

Years of Service	Annual Accrual	Monthly Accrual (approximate)
Less than 1 year	5 days	.42 days
More than 1 year and less than 7 years	11 days	.92 days
More than 7 years and less than 14 years	18 days	1.5 days
More than 14 years	25 days	2.08 days

9. Officers who take vacation in the first half of the shift would commence their vacation at 6:00 a.m., 2:00 p.m. or 10:00 p.m., whichever is appropriate for the shift they are working. If the employees take their vacation on the second half of the shift, the vacation would commence at 10:10 a.m., 6:10 p.m. or 2:10 a.m., whichever is appropriate for the shift they are working. Any reference to a day's pay throughout the collective bargaining agreement will reflect eight (8) hours and twenty (20) minutes.

10. Accrual – Officers who begin work on or before the 15th day of a month shall earn vacation leave for the entire first month of service. Officers who begin work after the 15th day of a month will not accrue vacation leave for that first month of service.

11. Officers cannot use vacation time while involved in any part of the field training process.

12. Accumulation – Officers may only carry over up to twenty-eight (28) total days of vacation leave from year to year. Any unused time over 28 days will be forfeited. Officers may accumulate more than 28 total days throughout the year but can only get paid a maximum of 28 days upon separation from the Police Department.

ARTICLE XVI - PENSION CONTRIBUTION

Section 16.01: In addition to the Village's share of contributions to the Wisconsin State

1 Retirement Plan, the Village shall also pay all of the officer's share, for each officer of the Police
2 Department. The Village shall not be required to make any contributions toward the pension
3 benefit of any new officer during any waiting period imposed by the Wisconsin State Retirement
4 Plan. Effective January 1, 2012, members of the bargaining unit shall contribute the required
5 Employee contribution (currently 5.9%). The Village shall continue to pay the Employer
6 contribution.

7
8 **ARTICLE XVII - FALSE ARREST INSURANCE**

9 **Section 17.01:** The Village shall provide an adequate policy which covers each officer
10 of the Police Department in the event an officer is sued for actions taken in the course of his
11 duties. A copy of this policy shall be made available for review by Police Department officers.
12 The policy may be reviewed during normal business hours at the Police Department and/or
13 general offices of the Village of Hartland.

14
15 **ARTICLE XVIII - RESIDENCY, TRAINING, PROBATION**

16 **Section 18.01 - Residency:** There shall be no geographical boundaries for residency for
17 officers covered under this Agreement. It is required that officers will live within a reasonable
18 distance of the Village and be able to respond in a sufficient period of time if called in for extra
19 duty. Officers who are required to report to the Village because of a call-in for extra duty may
20 be subject to discipline if they do not report within a reasonable time, as determined by the Chief
21 of Police or the Chief's designee, with all due consideration given to distance, the time of day,
22 and other extenuating existing conditions.

23 **Section 18.02 - Training:** Within one (1) year of hiring, an officer shall complete the
24 minimum hours of recruit training as promulgated by the Wisconsin Department of Justice,
25 Training and Standards Board.

26 A. This shall not apply to new officers who have been certified by the Wisconsin
27 Department of Justice, Training and Standards Board.

28 **Section 18.03 - Probation:** Newly hired officers of the Police Department shall serve a
29 probationary period which period shall begin on the date of hire and end in accordance with this
30 Section after expiration of one (1) year from the beginning of said Officer's field training. At the

1 end of the probationary period, or at any time during the probationary period, the Chief of Police
2 shall recommend to the Fire and Police Commission to:

- 3 A. Release the probationary officer from that status and continue the officer's
4 employment as an officer of the Police Department.
- 5 B. Continue the probationary period for a time not to exceed six (6) months.
- 6 C. Terminate the probationer's employment for any reason without recourse to the
7 grievance procedure.

8
9 **ARTICLE XIX - LEAVE AND ABSENCES**

10 **Section 19.01 - Sick Leave:**

- 11 A. Each officer of the Police Department, from the time of hiring, shall be granted
12 twelve (12) days of sick leave per year of employment. Officers hired after the
13 first of January shall be eligible for sick leave on a prorated basis, based on the
14 number of months the officer is employed that calendar year.
- 15 B. Unused sick leave may be accumulated to a maximum of one hundred seventy
16 two (172) days. An amount equal to fifty percent (50%) of a retiree's accumulated
17 sick leave time not to exceed 600 hours paid at the rate of pay in effect at the
18 time of retirement may be used to provide a fund which shall be used to pay the
19 health insurance premiums for the retiree until the fund is exhausted.
- 20 C. Sick leave benefits shall begin on the first day of absence and continue until the
21 officer returns to work or has used all accumulated sick leave. Officers who are
22 sick and unable to report to work shall notify the officer in charge, whenever
23 possible, at least sixty (60) minutes before the start of the regular shift or
24 assignment, or earlier. Officers who repeatedly fail to give the sixty (60) minute
25 notice shall be subject to discipline.
- 26 D. Officers shall notify the Police Department when they have recovered from their
27 illness and that they will report to work on their next scheduled shift.
- 28 E. Officers who abuse sick leave benefits by fraud, deceit or falsified statement are
29 subject to discipline.

30 **Section 19.02 - Bereavement Leave**

1 A. In the event of death in the immediate family, an employee shall be allowed up to
2 a maximum of three (3) working days of paid Funeral Leave when approved by
3 the Chief of Police or his/her designee.

4 1. Immediate family is defined as an employee's spouse, children, grandchildren,
5 stepchildren, parents, stepparents, grandparents, brothers, sisters, and spouse's
6 parents.

7 B. Bereavement leave for brothers- or sisters-in-law, sons- or daughters-in-law shall
8 be one (1) day.

9 1. Additional leave may be granted if deemed acceptable by the Chief or his/her
10 designee. These additional leave days will be deducted from the employee's accrued
11 sick leave, compensatory leave, vacation leave, holiday bank or shall be taken as
12 leave without pay.

13 C. In the event of a death not in the employee's immediate family or leave in excess of
14 this section, any leave granted will be deducted from the employee's accrued
15 compensatory leave, vacation leave, holiday bank, or shall be taken as leave without
16 pay.

17
18 **Section 19.03 - Injury on Duty Leave:**

19 A. An officer who is unable to work due to an injury sustained while performing the
20 duties of a Police Officer for the Village of Hartland Police Department shall
21 suffer no loss of salary of benefits during such period of injury.

22 1. This period of time shall not be deducted from the officer's sick leave or
23 accumulated sick leave.

24 B. If the injury is of the duration in which Worker's Compensation is paid to the
25 officer, the Village will pay the difference between the amount paid by Worker's
26 Compensation and the officer's regular rate of pay for three hundred sixty five
27 (365) days. The officer must substantiate to the Village's satisfaction, actual
28 receipt and amount of each Worker's Compensation payment.

29 C. Any officer who has been injured on duty must provide a doctor's certificate
30 indicating that the officer has recovered and is fit for the duty to which the officer

1 was assigned at the time the officer was injured or a substitute duty assignment as
2 may be prescribed by the Chief of Police, before the officer may return to duty.

3 D. If an officer, once having been injured in the line of duty and having been
4 properly returned to duty, suffers a reoccurrence of the effects of the injury, the
5 officer shall be entitled to leave under this Article; however, the officer's claim
6 shall be verified by a physician.

7 1. The officer shall submit to a physical examination at Village expense, by a
8 physician chosen by the Village, if so directed.

9 **Section 19.04 - Leave for Association Business:**

10 A. An officer who is a member of the Association may have leave when on duty,
11 without loss of pay to attend contract negotiations and grievance hearings
12 provided, however, that one officer must be on duty and on patrol at all times.

13 B. Prior notice shall be given to the Chief of Police of such meetings and the Chief's
14 consideration for granting permission for this leave shall be that the safety of the
15 Village is not endangered and the officer shall be ready for immediate recall to
16 duty.

17 **Section 19.05 - Military Leave:**

18 A. If an officer of the Police Department is called to active duty with the Armed
19 Forces of the United States, the officer shall be granted a leave of absence from
20 the Police Department for the period of time the officer is required to serve in the
21 Armed Forces.

22 B. Upon returning from active duty with the Armed Forces, providing that the officer
23 reports for duty with the Police Department within seven (7) days after being
24 honorably discharged from the Armed Forces, the officer shall be re-instated to
25 the same position the officer held prior to military leave, and with such seniority
26 as if the officer's service had been continuous, and the officer shall receive
27 whatever wages and benefits as are then in force for other officers of the Police
28 Department.

29 C. If an officer of the Police Department is a member of any Reserve unit of the
30 Armed Forces of the United States, or of the National Guard, and is required to

1 attend training periods other than regular meetings, and which are of more than
2 several hours of duration, the officer shall be granted a leave with pay for that
3 period of time.

4 1. Leave described in this section shall not be considered as a vacation
5 period.

6 2. The wages of the officer shall be reduced by any payment that the officer
7 receives from the Federal or State Government for this period of training.

8 D. The officer is required to notify the Chief of Police of the officer's induction into
9 the Armed Forces or of the calling to duty of the officer's Reserve or National
10 Guard unit as soon as the officer is so notified. As soon as is practical, dependent
11 on the immediacy of the induction/call-up, written notice shall be given to the
12 Chief of Police, and shall be inserted in the officer's personnel file.

13 **Section 19.06 - Holidays:**

14 A. Officers of the Police Department will receive eleven (11) days off per year in
15 lieu of holidays.

16 1. The Association recognizes the need for maintaining adequate Police
17 protection for the Village and the Association agrees that these holidays
18 shall be taken only with the permission of the Chief of Police or the
19 Chief's designee.

20 2. Officers may take their choice of days off restricted only by seniority and
21 staffing requirement of the Police Department with the prior written
22 approval of the Chief of Police or the Chief's designee.

23 3. The Officer must designate the holiday requested in writing to the Chief or
24 the Chief's designee not later than April 1st of each year to exercise
25 seniority rights. Any officer failing to do so shall forfeit any seniority
26 rights of holiday choices and subsequent requests for holidays off shall
27 then be approved on a first come first serve basis.

28 4. Requests for holidays must be made forty-eight (48) hours in advance and
29 approved by the Chief or Police or designee. Any time notification
30 requirements may be waived by the Chief or Police or designee.

1
2 **ARTICLE XX - TERMINATION OF EMPLOYMENT COMPENSATION**

3 **Section 20.01:** When an officer of the Police Department terminates his/her
4 employment, the officer shall be paid in a lump sum.

- 5 1. Holiday pay of holiday off days earned but not taken.
6 2. Vacation pay figured on a prorated basis at the date of termination.

7 **Section 20.02 - Exceptions:** Any officer of the Police Department who resigns without
8 giving at least thirteen (13) days' notice of intention to resign, in writing; shall forfeit his/her
9 rights under this Article, and shall not be eligible for payment of any benefits listed, except for
10 vacation days earned prior to his/her resignation date.

11
12 **ARTICLE XXI - RULES OF CONDUCT AND MAINTENANCE OF EQUIPMENT**

13 **Section 21.01:** The Village and the Association agree that the theory of participatory
14 management is an effective and reasonable method for maintaining an understanding of the
15 employer-officer relationship.

- 16 A. The Village agrees that the Chief of Police, exclusive of emergency circumstances
17 or when it is impractical to do so, will insure that all members of the Police
18 Department understand changes in the rules of conduct of the Hartland Police
19 Department before they are implemented. The Association and the Village agree
20 to cooperate and work together to identify and implement changes in areas where
21 improvement in the delivery of law enforcement services can be achieved.

22 The Association agrees that the authority to promulgate rules of conduct for the
23 Police Department rests solely in the office of the Chief of Police. The Village
24 and the Association agree to resolve disagreements regarding rules of conduct
25 changes made in a non-emergency circumstance and which are alleged to be
26 unreasonable or non-job related through the grievance procedure.

- 27 B. The Village agrees that it will not intentionally require Association members to
28 use equipment which will adversely affect their health or safety. The Association
29 agrees that it will not make unreasonable demands for equipment and/or facility
30 purchases and recognizes that the approval and acquisition of all equipment and

1 facilities for the Police Department rests solely within the Management Rights of
2 the Village, (Article III).

3 The Village and the Association agree to resolve disagreements regarding
4 equipment which is alleged to be unsafe or which is alleged to be dangerous to the
5 health of Association members through the grievance procedure.
6

7 **ARTICLE XXII - GRIEVANCE PROCEDURE**

8 **Section 22.01:** Disciplinary actions shall not be subject to the grievance/arbitration
9 procedures. Such actions may be appealed to the Police and Fire Commission under Section
10 61.65(3g) Wis. Stats.

11 **Section 22.02 - Grievance Steps:**

12 A. If a difference arises between the Village of Hartland and the Association as to the
13 interpretation and application of the provisions of this Agreement, during the term
14 of this Agreement, such differences or disputes shall be settled in the following
15 manner.

16 **Step 1:** The grievant shall submit his/her grievance in writing to the Chief of Police not
17 later than ten (10) working days from the date of incident or when the officer had knowledge of
18 the grievance. In the event of a grievance, the officer shall perform his/her assigned work task
19 and grieve the complaint later. The grievant shall discuss the grievance with the Chief of Police
20 or the Chief's designee within five (5) days of the submission of the grievance.

21 The Chief of Police or the Chief's designee shall attempt to adjust the grievance and shall
22 respond in writing to the grievant within five (5) working days after the discussion of the written
23 grievance.

24 In all instances, copies of the grievances and the response shall be forwarded to the
25 President of the Village Board and the Village Administrator.

26 **Step 2:** If after a thorough discussion with the Chief of Police or the Chief's designee,
27 the grievance has not been satisfactorily resolved, the grievant shall present the written
28 grievance, along with a written statement outlining the reason(s) for the rejection of the proposed
29 resolution in Step 1, to the Village Administrator.
30

1 The grievant shall discuss the grievance with the Village Administrator within three (3)
2 days after their presentation of the grievance to the Village Administrator.

3 The Village Administrator shall respond in writing to the grievant within five (5) working
4 days after discussion of the grievance.

5 **Step 3:** If a satisfactory settlement of the grievance is not reached in Step 2, the
6 Association must notify the Village Administrator in writing not later than ten (10) working days
7 after receipt of the written decision of the Village Administrator that they intend to process the
8 grievance to arbitration.

9 The Association shall request that the Wisconsin Employment Relations Commission
10 (WERC) appoint an arbitrator to arbitrate the grievance under the WERC arbitration service
11 provided for in the Wisconsin Statutes. Said request shall be in writing and sent to the WERC by
12 mail not later than fifteen (15) days after the written notification has been given to the Village
13 Administrator.

14 The Arbitrator appointed by the WERC shall hold a hearing at a time and place
15 convenient to the parties and shall review the evidence and hear testimony relating to the
16 grievance. Statements of position may be made by the parties and witnesses may be called.
17 Upon completion of this hearing, the arbitrator shall render a written decision to both the Village
18 and the Association which shall be final and binding upon both parties.

19 The decision of the arbitrator shall be limited to the subject matter of the grievance and
20 shall be restricted solely to interpretation of the contract in the area where the alleged breach
21 occurred. The arbitrator shall neither add to, detract from nor modify the language of this
22 agreement in arriving at a determination of any issue presented that is proper for final and
23 binding arbitration. The arbitrator shall not have authority to grant wage increases or decreases.

24 All expenses which may be involved in the arbitration proceeding shall be borne by the
25 parties equally. However, the expenses relating to the calling of witnesses, the obtaining of
26 depositions, attorney's fees, or any other similar expenses shall be borne by the party at whose
27 request such expenses are incurred.

28 Either party may request a transcript, but the party requesting the transcript shall pay the
29 cost. When the arbitrator requests a transcript, both parties shall share the cost of the transcript
30 equally. Arbitration hearings shall be held whenever possible in the Municipal Building.

1 B. Time limits set forth in the Grievance Procedure may be extended by mutual
2 agreement, of the respective persons and/or parties' involved, and such variance
3 as may be requested by either side shall not be unreasonably denied. All time
4 limit extension requests shall be in written form, and shall state the reason for the
5 extension. All reference to days in this article shall be Monday through Friday,
6 excluding Saturdays, Sundays and holidays.

7 C. An Association representative may accompany the grievant at any step in the
8 grievance procedure.
9

10 ARTICLE XXIII - SENIORITY

11 **Section 23.01:** Seniority shall be defined as the length of continuous service in a
12 classification of all officers in the Police Department having arrest powers beginning with that
13 officer's latest date of hire.

14 **Section 23.02:** Layoffs and recalls shall be governed by Section 62.13(5m), Wis. Stats.

15 **Section 23.03:** An officer shall lose seniority upon the occurrence of:

- 16 1. Discharge;
- 17 2. Resignation;
- 18 3. Retirement;
- 19 4. Quitting;
- 20 5. Expiration of the two year re-employment period;
- 21 6. If the officer unreasonably fails to report for work for three (3) consecutive days
22 without first advising the Village of the officer's inability to report;
- 23 7. If the officer fails to report for work within five (5) days after the Village
24 transmits to the officer's last known address, by certified mail, a notice of recall
25 from layoff.

26 **Section 23.04:** Any officer on probation under the terms of this Agreement shall have no
27 seniority rights. Any such officer shall be subject to dismissal for any reason without recourse to
28 the grievance procedure.

29
30 **Section 23.05:** After completion of the probationary period, an officer's seniority shall

1 relate back to his/her initial date of hire.

2
3 **ARTICLE XXIV – PHYSICAL FITNESS TESTING**

4 **Section 24.01:** In recognition of the importance that physical fitness plays in the general
5 health and well-being of police officers and in consideration of the relationship between good
6 health, well-being and effective police services, the following physical fitness program is
7 implemented effective in calendar year 2009.

8 A. Participation: The physical fitness program will be voluntary.

9 B. Frequency: The test will be given once (1x) a year on or about July 1st. Personnel
10 will be notified at least six (6) weeks in advance of the actual test dates.

11 C. Medical Certification: All employees are responsible for determining their fitness
12 to participate in the testing procedure.

13 D. Fitness Coordinator: The Physical Fitness Coordinator will be designated by the
14 Chief of Police. The Coordinator will be appointed based on their experience, training or interest
15 in personal fitness. The Coordinator will be the governing body for the physical fitness testing.
16 The Coordinator will conduct the actual testing and certify the test results.

17
18 E. Assessment Testing: The physical fitness program shall contain five (5) events.

19 1. Cardiovascular Endurance (1.5 mile run)

20 a. Acceptable standards will be based upon the current Cooper
21 Institute Standards.

22
23 2. Upper Body Strength (push-ups or bench press):

24 Push-Ups

25 a. Acceptable standards will be based upon the current Cooper
26 Institute Standards.

27
28 Bench Press

29 a. Acceptable standards will be based upon the current Cooper
30 Institute Standards.

31
32 3. Abdominal Strength

33 a. Acceptable standards will be based upon the current Cooper
34 Institute Standards.

35
36 4. Anaerobic Power (Vertical Jump)

37 a. Acceptable standards will be based upon the current Cooper

1 Institute Standards.

2
3 5. Anaerobic Power (300 Meter Run)

4 a. Acceptable standards will be based upon the current Cooper
5 Institute Standards.
6

7 E. Benefits and Incentive: Employees who receive a passing grade or are acceptable
8 shall be reimbursed the following.

9 F. An employee who attains a passing grade in all five events shall receive \$400.00.
10 The employee who voluntarily participates in the program and achieves a level of passing or
11 acceptable in any of the above five categories shall receive their designated reimbursement
12 allotment. Employees who do not pass all events, shall receive \$50.00 for each test completed
13 with a passing grade and \$25.00 for each test completed with an acceptable grade. This
14 reimbursement will be used towards physical fitness related expenses to include, but not be
15 limited to, health club memberships, exercise equipment, running shoes, martial arts, physical
16 fitness medical evaluations not covered by health insurance and any other fitness related
17 expenses as deemed appropriate by the Chief of Police or his designee. The reimbursement may
18 not be taken in cash. Officers shall be allowed to carry over any money that remains in his/her
19 account at the end of each calendar year. There shall be no maximum accumulation.

20 G. Physical Fitness Testing Compensation: Each employee who voluntarily
21 participates in the physical fitness testing shall be entitled to one (1) hour of pay at straight time
22 in cash, if the employee participates in the testing procedure while off duty. Employees who
23 participate in the voluntary physical fitness testing shall be considered on duty and eligible for
24 workers compensation if they incur an injury. However, the Employer and the Association agree
25 that any preparation for the actual test will not be considered on duty time and, as such, will not
26 qualify an employee for workers compensation if they sustain an injury during their regular off
27 duty workouts.

28 H. Testing Participation: Employees who participate in the voluntary physical fitness
29 testing and do not receive a passing grade in all events may take the test over again if it is
30 provided by the Employer prior to the end of the calendar year. The employee may then take the
31 best scores from the combined two testing periods and use those scores to qualify for the
32 reimbursement program set forth in paragraph F above.

1 I. Physical Fitness Test Result Records: The test results records of the employees
2 who voluntarily participate in the physical fitness program shall be kept in the medical records
3 file of the police department. The employer agrees that the test results and the participation of an
4 employee in the voluntary physical fitness program shall not be used as a criteria for any future
5 promotions or assignments.
6

7 **ARTICLE XXV - NON DISCRIMINATION**

8 **Section 25.01:** The Village and the Association agree that no person will be denied
9 employment with the Police Department or full benefits under this Agreement on any basis
10 prohibited by state and/or federal law.
11

12 **ARTICLE XXVI - NO STRIKE CLAUSE**

13 **Section 26.01:** Neither the Labor Association of Wisconsin, Inc. on behalf of the
14 Hartland Professional Police Association (HPPA) nor any of its officers or members will
15 instigate, promote, encourage, sponsor, engage in or condone any strike, picketing (other than
16 off-duty informational picketing), slowdown, concerted work stoppage, sympathy strike or any
17 other intentional interruption of work during the term of this Agreement and until a successor
18 agreement is ratified by both parties.

19 **Section 26.02:** Upon notification by the Village to the Association that certain of its
20 members are engaged in a violation of this provision, the Association shall immediately in
21 writing order such members to return to work, provide the Village with a copy of such an order,
22 and a responsible official of the Association shall publicly order them to return to work. In the
23 event that a strike or other violation not authorized by the Association occurs, the Association
24 agrees to take all reasonable, effective and affirmative action to secure the members' return to
25 work as promptly as possible. Failure of the Association to issue the orders and take the action
26 required herein shall be considered in determining whether or not the Association caused or
27 authorized the strike.

28 The Village reserves the right to pursue any legal rights and remedies to which it is
29 entitled by law.

30 **Section 26.03:** Work actions and/or stoppages commonly referred to as "Blue Flu" but

1 not restricted to that term, shall be considered as a strike and shall be cause for the Village to act
2 immediately to provide for adequate police protection under its Management Rights powers.

3
4 **ARTICLE XXVII - SAVINGS CLAUSE**

5 **Section 27.01:** If any Article or section of any Article of this Agreement or any addenda
6 thereto, as it relates to matters under the exclusive control of the Village Board of the Village of
7 Hartland, should be held invalid by operation of law or by any tribunal of competent jurisdiction,
8 or if compliance with or enforcement of any Article or section of any Article should be restrained
9 by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

10 **Section 27.02:** The parties to this Agreement shall enter into immediate collective
11 bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for
12 such Article or section of any such Article, as may have been stricken.

13 **Section 27.03:** This Agreement is subject to amendment, alteration, or addition only by a
14 subsequent written agreement between and executed by the Village and the Association where
15 mutually agreeable. The mutual waiver of any breach, term or condition of this contract by
16 either party hereto, shall not constitute a precedent in the future enforcement of all its terms and
17 conditions.

18
19 **ARTICLE XXVIII - ENTIRE MEMORANDUM**

20 **Section 28.01:** The Village and the Association for the life of the Agreement, each
21 voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be
22 obligated to bargain collectively with respect to any subject or matter specifically referred to or
23 covered in this Agreement.

24
25 **ARTICLE XXIX - GENDER**

26 **Section 29.01:** All references to officers in the male or female gender shall be
27 interchangeable where applicable.

28
29 **ARTICLE XXX - TERM OF AGREEMENT**

30 **Section 30.01:** This Agreement shall become effective on January 1, 2016, and shall

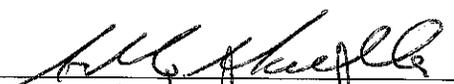
1 remain in full force and effect until and including December 31, 2018. Either party wishing to
2 reopen the contract shall notify the other party by no later than September 1st of the year in
3 which the contract expires. Thereafter the parties shall mutually agree to a date to exchange
4 proposals.

Dated this 3rd of December, 2017.

VILLAGE OF HARTLAND

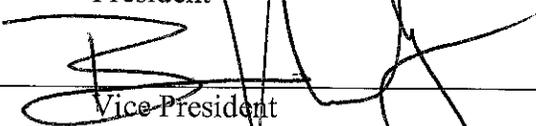
**HARTLAND PROFESSIONAL POLICE
ASSOCIATION**

Village President



President

Village Clerk



Vice President

Village Administrator



LAW, Inc. Representative

VILLAGE OF HARTLAND AND HARTLAND PROFESSIONAL POLICE
ASSOCIATION
WAGE ADJUSTMENTS
FY 2017 and FY 2018

During the course of negotiations over the 2016-18 collective bargaining agreement, representatives of the parties agreed that wage adjustments, if any, would be determined by the parties after consideration and discussion of the "state of the union" in Hartland and through the following procedures:

1. For 2017
 - A. The Village Administrator and other designated Village representatives will present information to the Association president and other Association representatives concerning the proposed revenue and expense budgets for the Village for 2017, and such other information as the Village may deem relevant to its financial situation.
 - B. The presentation will also contain a proposal of the Village for wage and/or insurance adjustments for fiscal year 2017.
 - C. The presentation shall be made on or before October 1, 2016, or such later date as the parties may mutually agree.
 - D. The Association representatives shall have the right to ask such questions as they deem appropriate and request additional information from the Village relative to the presentation and/or proposal. Discussion concerning the information presented and/or the proposal shall be encouraged.
 - E. The Association shall meet with its members to consider the information presented and the proposal, and shall respond to the proposal not later than two (2) weeks after it is presented, unless the parties agree to another timetable. The response of the Association may be to accept, reject, or to submit a counter-offer to the proposal.
 - F. If the parties are unable to agree on wage and/or insurance adjustments for 2017 by October 30, 2016, they will submit a joint request for mediation to the Wisconsin Employment Relations Commission (WERC).
 - G. If the parties are unable to agree on wage and/or insurance adjustments for 2017 following a reasonable period of mediation, but not later than November 30, 2016, the parties will file a joint petition for arbitration of their dispute. Arbitration will be interest arbitration under Chapter 111.77 of the Wisconsin Statutes. The parties may agree to arbitrate wages for

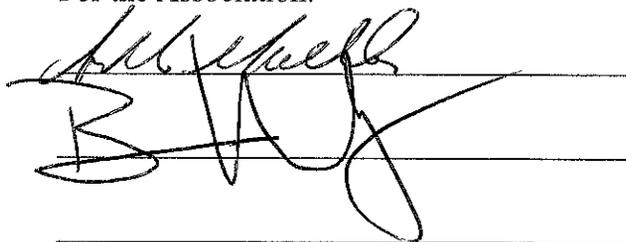
2017 and 2018. If the parties are unable to agree to arbitrate 2017 only, they shall arbitrate both 2017 and 2018.

2. For 2018
 - A. Wage adjustments, if any, for fiscal year 2018 will be determined using the same process as referenced above.
3. This agreement details a process for determining wage adjustments for 2017 and 2018 only. This agreement shall expire on December 31, 2018, and upon said expiration, shall not serve as the status quo between the parties. This agreement does not set a precedent, and is not considered past practice of the parties. Expiration of this agreement shall not affect any arbitration process underway prior to this date.
4. Disputes concerning the process detailed in this agreement shall be resolved by representatives of the parties.

Dated this 3rd day of December, 2017

For the Association:

For the Village:



Name

Ann Ligocki
Barbara Christensen
Barbara Zwieg
Caroline Gerger
Christine Schimenz
Cindy Kowis
Cindy Paice
David Georgson
Diane Mautz
Diane Moderson
Doris Gordon
Ellen Rudzinski
Emilie Beaumont
Frances Kutschenreuter
Gloria Weishapple
Jackie Burdette
Janet Schmitt
Jean Georgson
Jeanine Maly
Jeffrey Saatkamp
Jill Bernhardt
Joan Mutschelknaus
Joanie Decker Nold
Joann Papa
Joicelyn Schwager
Judi Lisius
Judith Borkowski
Judith Malone
Karen Compton
Laura Beenen
Lawrence Legare
Lynn Hofman
Lynn Rice
Marcia Cook
Marie Keppe
Mary Beth Eckels
Mary Sharpe Pfeiffer
Mildred Bierman
Nancy Amidzich
Paul Lisius
Ray Foster
Raymond Rudzinski
Reginald Duane Lawson
Renee Rasmussen
Rosemary Lawson
Ruth Meindl
Sharon Ristow
Steven Eckels
Susan Bomberg
Susan Miller