

VILLAGE BOARD AGENDA
MONDAY, DECEMBER 10, 2018
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – Trustee Meyers

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

1. Introduction of new Hartland Fire Department officers.
2. Proclamation honoring DPW employee Dennis McCarthy on his retirement from the Village after 28 years of service.
3. Consideration of a motion to approve Village Board minutes of November 26, 2018.
4. Consideration of a motion to approve vouchers for payment.
5. Consideration of actions related to Licenses and Permits.
 - a. Consideration of an application for Operator's (Bartender) License with a term ending June 30, 2020.
 - b. Consideration of an application for a Restricted Species permit to allow 4 chickens at a residence.
6. Overlook Trails
 - a. Consideration of third reading and adoption of Bill for an Ordinance 10-22-2018-1, An Ordinance Annexing Territory To The Village Of Hartland, Wisconsin Pursuant To Wis. Stat. § 66.0217(2).
 - b. Consideration of third reading and adoption of Bill for an Ordinance 10-22-2018-2, An Ordinance To Amend The Official Zoning Map Of The Village Of Hartland.
 - c. Consideration of a motion to approve the site plan and related Preliminary Condominium Plat for the Glen at Overlook Trails.
7. Consideration of a motion to approve an Agreement with the Labor Association of Wisconsin and the Hartland Professional Police Association with a term ending December 31, 2021.

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8. Consideration of Resolution 12-10-2018, a Resolution to Approve the Suburban Mutual Assistance Response Teams Agreement.
9. Consideration of a motion to approve a two-year service agreement with Ruckert Mielke for Village Engineer Services with a term ending December 31, 2020.
10. Consideration of a motion to approve an Agreement with Fehr Graham, of Plymouth for the 2019 Department of Public Works Safety Program development, coordination and training in the estimated amount of \$27,200.
11. Consideration of a motion to approve an Agreement with HydroCorp of New Berlin for the 2019/2020 Utilities cross connection inspections program in the amount of \$69,240.
12. Consideration of a motion to consent to the Industrial Service Agreement re: Wastewater Discharges with Medline Industries, Inc. as recommended by the Del-Hart Commission.
13. Consideration of a motion to release the Four Winds West Letter of Credit.
14. Consideration of a motion to direct the Village Attorney and the Building and Zoning Official to initiate a Circuit Court action against the property owner at 709 Cardiff Court for continued ordinance violations.
15. Consideration of a motion to approve the 2019 Village Holiday calendar.
16. Consideration of a motion to cancel the Village Board meeting scheduled for December 24.
17. 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.
18. 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 annual performance evaluation 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 6, 2018
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 6 Regarding the Glen at Overlook Trails

Background: The Glen at Overlook Trails has been proposed by Neumann Development on an approximately 39-acre parcel it owns. The development consists of 50 single family homes in a development under condominium ownership. The home sites are clustered in the south, southeast and east portions of the site to preserve an Isolated Natural Resource Area (INRA) on the northwest portion of the site. The proposed development has been considered using the Planned Unit Development process. The Village Board is asked to consider the two ordinances related to this development and the basic site plan and the preliminary Condominium Plat. As a reminder, both ordinances, while being adopted now, have delayed effective dates and do not become effective until the PUD Agreement for the project is approved. Additionally, the ordinances will expire if they do not become effective by March 31, 2019. One item does remain outstanding as it relates to the annexation. The State Department of Administration has not yet provided its input regarding whether the annexation is “in the public interest.” As required under State Law, the Village must consider the DOA’s input on the annexation matter, which the DOA has until December 19 to provide. As of this writing, the DOA statement has not been received. If it is received prior to the meeting, it will be distributed. If it is not received, the Village may need to postpone the final action on the ordinance. That matter notwithstanding, when the ordinance approvals are in place, the developer will perform final engineering on the site and prepare the full detailed plans. In the first quarter of 2019, the Village Board will be presented the final PUD Agreement and all of the final detailed engineering as well as the other documents identified in the PUD Agreement for consideration. That action would be the final approval before the construction begins.

Recommendation: Consider and adopt the ordinances, the site plan and the preliminary Condominium Plat.

Item 7 Regarding the Police Officer Agreement

Background: Representatives of Village Management including a Village Board representative met with representatives of the Police Officers to discuss updates and extension of the agreement with the Officers group, which agreement expires at the end of 2018. A final agreement has been reached and the Police Officers have ratified the agreement as presented to the Village

Board. The changes to the agreement are not dramatic and consist primarily of clarifications of existing language and formalizing practices. Additionally, the agreement sets the 2019 wage increase to the same figure approved by the Village Board with the 2019 Budget and provides for annual determination of the wage increase as has been the recent practice. The agreement is proposed with a three-year term.

Recommendation: Approve the agreement.

Item 8 Regarding the SMART Agreement

Background: As Police Chief Misko's memo describes, the Village is part of a large regional system that provides mutual aid assistance in the police service. The SMART system has been around for more than 20 years and the agreement has not been updated much since the original agreement. This new version has been updated to reflect current practice and state law.

Recommendation: Approve the agreement.

Item 9 Regarding the Village Engineer Agreement

Background: Every two years, the Village updates its agreement for Village Engineer services. Ruekert Mielke has served the Village for 10 years and is proposing a new two year term, which primarily updates the hourly fees charged to the Village, for a term beginning January 1, 2019 and ending December 31, 2020. As in the past, the proposed fees would hold for both years of the agreement. The Village uses the Village Engineer/Ruekert Mielke for nearly all of its engineering work including long range planning, subdivision review, construction design and oversight as well as many miscellaneous projects. Occasionally, the Village has used outside engineering firms for specific projects or tasks including matters for structural engineering or small utility-related projects. Village Engineer Ryan Amtmann will be present at the meeting to review the services provided and the agreement with the Village Board.

Recommendation: Approve the agreement.

Item 10 Regarding the Public Works Department Safety Program Agreement

Background: As the memo from Utility Operations Supervisor Dave Felkner indicates, the Public Works Department safety program is in need of updating. The Department is proposing to use an outside consultant to update the program and then provide training to the staff during the upcoming year. It is anticipated that the training aspect will be retained into the future to ensure that staff remains up to date on its skills.

Recommendation: Approve the agreement.

Item 11 Regarding the Utility Cross Connection Inspection Agreement

Background: As the memo from Utility Operations Supervisor Dave Felkner indicates, the Department is required to undertake regular inspections of the Village's industrial, commercial and multi-family facilities to ensure that there are no opportunities for cross contamination of the public water system. The inspections cover various systems and locations in these facilities where the potable water system could be impacted by non-potable water entering the system during an emergency (usually a loss of pressure in the water system). This includes ensuring that proper backflow prevention is in place and being maintained between the water supply and fire suppression (sprinkler) systems or that proper air gaps are in place and maintained between where non-potable water may be stored and the water system. The Village has approximately 585 locations that will be inspected under the two-year program. The agreement provides all inspection related services including scheduling, administration, inspection and required reporting.

Recommendation: Approve the agreement.

Item 12 Regarding the Medline Industrial Service Agreement

Background: Under the requirements of the Del-Hart Commission and the Village's utility regulations, customers of the sanitary sewer system that release certain types or levels of contaminants in their wastewater are required to provide pre-treatment or must limit the levels at which they discharge in order to protect the wastewater treatment plant. This agreement establishes these requirements with Medline Industries, which is a producer of medical supplies in the south commercial park. The Agreement was drafted by the Del-Hart Commission staff and has been approved by the Commission. The Village Board is asked to consent to the agreement.

Recommendation: Consent to the agreement.

Item 13 Regarding the Four Winds West Letter of Credit

Background: The Letter of Credit for the Four Winds West Subdivision has been kept open for an additional period of time to cover the potential for work that would be needed to correct a storm water retention pond that was not performing as designed. The developer has monitored the pond and has taken necessary steps to ensure the pond is functioning properly. As such, the Village Engineer is recommending that the Letter of Credit for the subdivision be released in full.

Recommendation: Release the Letter of Credit.

-Item 14 Regarding Circuit Court Action for 709 Cardiff Court.

Background: As the Board may recall, staff has been attempting to force the clean-up of a parcel on Cardiff Court the owner of which has continued to violate numerous Village Code sections for about two years or more. The Village received a favorable verdict in Municipal Court last year but while a substantial fine was paid, it did not impact the actions of the property owner and the significant amounts of junk and other material and equipment were not removed nor was the unpermitted work on the house completed. Staff is asking that the Village Board authorize and direct staff to seek action through the Circuit Court, which has greater ability to force action by the property owner. Needless to say, the goal of the action is to force the property owner to clean the property and to maintain the property in an appropriate way.

Recommendation: Direct the Village Attorney and the Building and Zoning Official to take action in Circuit Court.

Item 15 Regarding the 2019 Holiday Calendar.

Background: The Village Board is asked to approve the official administrative holiday calendar for 2019. This is an annual activity for the Village Board and is intended to officially set the specific holiday schedule both for the Village's administrative offices (including Village Hall, Police and Fire) and Public Works. The calendar identifies the days all administrative offices and non-Public Safety functions are closed based on the Employee Handbook policy. By separate action, the Library Board will establish the holiday schedule for the library, which operates on a slightly different schedule.

Recommendation: Approve the Holiday Calendar.

Item 16 Regarding cancellation of the December 24 Village Board meeting.

Background: The Village Board is asked to take formal action to cancel its second December meeting, which falls on Christmas Eve. Based on matters that may need to be accomplished before the January meeting, which occurs later in the month, the Board may be asked to convene a special meeting but that will depend on whether matters arise.

Recommendation: Cancel the meeting.

*P*ROCLAMATION

*IN HONOR OF DENNIS MCCARTHY'S 28 YEARS OF SERVICE
TO THE VILLAGE OF HARTLAND UPON HIS RETIREMENT*

Whereas, Department of Public Works Employee Dennis McCarthy has loyally served the Village of Hartland residents for more than 28 years having been hired in the Public Works Department on February 26, 1990;

Whereas, Dennis McCarthy served the Village as a DPW Laborer with selfless passion as he always met the call for help at all hours of the day or night to dig up water main breaks as a gifted equipment operator and snow plow driver or to keep that equipment ready for service as a mechanic in our garage;

Whereas, Dennis McCarthy shared his talents with the Village as the “go to” man for all manner of concrete and masonry work including catch basin repair and curb and sidewalk replacement;

Whereas, Dennis McCarthy has been an undeniable asset to our community and while he will be missed, his retirement on January 2, 2019 after more than 28 years of service is well-deserved;

Now, Therefore, the Village Board for the Village of Hartland hereby proclaims congratulations and thanks to Dennis McCarthy upon his retirement and encourages all residents to join it in expressing our tremendous gratitude for his service.

Dated this 10th day of December, 2018.

Jeffrey Pfannerstill, Village President

Attest:

Darlene Igl, WCMC/CMC, Village Clerk

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 26, 2018
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – President Pfannerstill

Present: Trustees Anson, Dorau, Meyers, Landwehr, Swenson, Wallschlager, President Pfannerstill

Others: Administrator Cox, Police Chief Misko, Clerk Igl, Finance Director Ryan Bailey, Matt Neumann, Bryan Lindgren

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

1. Motion (Meyers/Swenson) to approve Village Board minutes of November 12, 2018 with correction of typo on page 4. Carried (7-0).
2. Motion (Landwehr/Swenson) to approve vouchers for payment in the amount of \$183,603.27. Carried (6-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits.
 - a. Motion (Landwehr/Dorau) to approve an application for Operator's (Bartender) License with a term ending June 30, 2020. Carried (7-0).
4. Overlook Trails
 - a. Update on the Plan Commission review and recommendations and future considerations.

Administrator Cox stated that the Plan Commission made a number of final recommendations some with conditions and adopted some findings with conditions at their November 19 meeting related to Overlook Trails. The site plan was updated and provided to the Village Board for review. The Plan Commission discussed what paths would be paved and maintained year round and what paths would be wood chips only. He stated that the Plan Commission had discussed the upland conservancy overlay which will follow a line along the natural resource area and is reflective of the plans for development in the future. The Plan Commission recommended approval of the site plan and made a recommendation to approve the preliminary condo plat.

Administrator Cox stated that the draft PUD outlines matters related to development including all Plan Commission findings, operative pieces of approval for the subdivision, and provides conditions related to construction. He stated that the PUD agreement will come back to the Village Board after the developer has performed final engineering and the Village is able to include those documents in the agreement. He asked that the board provide for second readings of the ordinances.

Trustee Wallschlager asked if the road stub shown between lots 26 and 27 will remain. Mr. Neumann responded that it will be determined with final engineering. Trustee Wallschlager asked whether the development will continue to be considered condos. It was stated that there will be a condo association, that there is a different process for transfer of land as a condo development and that unit owners will own their unit but not the land itself.

Trustee Meyers asked for clarification related to electrical expense for street lights in the development. Mr. Neumann stated that the street lights in the plan were not a request from the developer but standard requirements of the Village. Administrator Cox stated that the street lights will be on a concrete pole installed by WE Energies with a cobra head.

Mr. Neumann commented that the paved trails will have a public access easement and inquired whether that easement has language to protect the condo owners in the events that someone gets injured on the trail.

President Pfannerstill stated that the project will continue to move through the process.

- b. Second reading of Bill for an Ordinance 10-22-2018-1, An Ordinance Annexing Territory To The Village Of Hartland, Wisconsin Pursuant To Wis. Stat. § 66.0217(2).
 - c. Second reading of Bill for an Ordinance 10-22-2018-2, An Ordinance To Amend The Official Zoning Map Of The Village Of Hartland.
5. Consideration of a motion to confirm appointment of Steve Berger (Beer Snobs), Jeff Pfannerstill (Village of Hartland) and Jessie Puzach (Birch and Banyan Coffee) to the Downtown Business Improvement District Board for terms ending December 31, 2021.

Motion (Meyers/Wallschlager) to confirm appointments to the Downtown Business Improvement District Board. Carried (6-0). Pfannerstill abstained.

6. Discussion of the DPW Director interview process and determining Board member involvement.

Administrator Cox recommended a three prong approach for DPW Director interviews. He suggested that management staff do initial interviews, a second interview be conducted by the Village Board and the top one or two candidates be introduced to DOW staff to provide final

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feedback. It was stated that the Chairman of the Park & Rec Board expressed an interest in being involved in the process. Administrator Cox suggested that he be part of the Village Board group.

7. 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.

Holiday Lights is scheduled for Friday, November 30 from 6:00 t 9:00 p.m. The Holiday Train will arrive at 5:45 p.m. on Friday, December 7. Donations for the food pantry will be collected at the train event. Finance Director Bailey stated that Dousman Transport buses will be providing a free shuttle from Centennial Park and the former bowling alley site to the downtown for the train event. Trustee Anson commended the DPW for the beautiful job they did making the viewing area very accessible.

President Pfannerstill stated that the new parking signs are in place and listed each of the locations of municipal parking lots.

President Pfannerstill announced that the Hartland Community Band plays at Holy Hill on Sunday, December 2 at 3:00 p.m.

The Hartland Fire Department will celebrate its 125th anniversary on December 8.

Chief Misko commented that the accreditation process will conclude on Nov. 27 with a comment period held between 1 and 3 p.m.

8. Motion (Dorau/Anson) to recess to closed session pursuant to State Statutes §19.85 (1)(e), deliberating of or negotiating for the purchase of public properties, investment of public funds, or conduct of other specified public business, whenever competitive or bargaining reasons require closed session regarding the Police Officers collective bargaining agreement and to adjourn thereafter without returning to open session pursuant to §19.85(2). Roll call vote taken: all ayes. Adjourned to closed session at 7:38 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: December 4, 2018

RE: Voucher List

Attached is the voucher list for the December 10, 2018 Village Board meeting.

December 10, 2018 Checks:	\$ 159,818.22
November Manual Checks:	\$ 4,376.77
November Credit Card:	\$ 11,372.27
November Wires:	\$ 191,699.19
Total amount to be approved:	<u>\$ 367,266.45</u>

VILLAGE OF HARTLAND
VOUCHER LIST - DECEMBER 10, 2018

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-23000 SPECIAL DEPOSITS	CONCRETE & BRICK SPECIALISTS	CURB CUT/1653 WHISTLING HILL	\$1,000.00
G 101-31300 SUBDIVISION STREET TREES	GROUNDS KEEPER, INC.	2018 TREE PLANTING	\$20,085.00
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	DEC DUES	\$426.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	STOCKINGER/BC604857-1	\$312.60
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	HEINECKE BC6054366/BC6054344	\$574.80
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	MILLER MARRIOTT CONSTRUCTION	OCC/414 PARK CT	\$1,500.00
G 403-31862 GLEN AT OVERLOOK TRAILS	RUEKERT & MIELKE	DESIGN REVIEW	\$555.00
G 403-31890 LAKE CTRY LUTH HS DEV	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$259.90
G 403-31752 BENCHMARK SECURED STORAGE	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$239.40
G 101-15005 PREPAID ITEMS	STACKPOLE SECURITY	ALARM MONITORING FOR FD/SURVIVE ALIVE	\$850.00
G 101-24240 COURT FINES DUE STATE	STOCKINGER, RYAN	CHANGE DUE/BC604857-1	\$7.40
R 101-46730 RECREATION CLASSES	WASHINGTON, TOYA	ACCOUNT BALANCE	\$24.00
			\$25,834.10
EXPENSE Descr			
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES	\$70.56
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	MARK BURG 2M TRAINING	RTF CLASSES	\$600.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	NOV-DEC CELLULAR	\$91.21
			\$761.77
EXPENSE Descr AMBULANCE			
EXPENSE Descr CARDINAL LANE PATCHING			
E 401-70485-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$1,792.90
			\$1,792.90
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-718 DISTRICT ADV & MARKET POSITION	CARDMEMBER SERVICES	BID SOCIAL/PIGGLY WIGGLY	\$25.95
E 804-56700-746 TELEPHONE	CARDMEMBER SERVICES	AT&T	\$134.70
E 804-56700-744 OFFICE SUPPLIES	CARDMEMBER SERVICES	INK CARTRIDGES	\$75.65
E 804-56700-715 STREETScape PROGRAM	CARDMEMBER SERVICES	HOLIDAY DECORATIONS	\$395.70
E 804-56700-744 OFFICE SUPPLIES	CARDMEMBER SERVICES	COFFEE	\$15.00
E 804-56700-718 DISTRICT ADV & MARKET POSITION	CARDMEMBER SERVICES	BID SOCIAL/BIRCH AND BANYAN	\$27.00
E 804-56700-718 DISTRICT ADV & MARKET POSITION	CARDMEMBER SERVICES	BID SOCIAL/TABIS LAKE COUNTRY	\$306.29
E 804-56700-718 DISTRICT ADV & MARKET POSITION	CARDMEMBER SERVICES	BID SOCIAL/DOOR PRIZE	\$21.00
E 804-56700-718 DISTRICT ADV & MARKET POSITION	CARDMEMBER SERVICES	BID SOCIAL/THIS GREAT COFFEE PLACE	\$37.07
E 804-56700-718 DISTRICT ADV & MARKET POSITION	CARDMEMBER SERVICES	BID SOCIAL/PIGGLY WIGGLY	\$74.96
E 804-56700-718 DISTRICT ADV & MARKET POSITION	CARDMEMBER SERVICES	BID SOCIAL/BEER SNOBS	\$60.02
E 804-56700-718 DISTRICT ADV & MARKET POSITION	CARDMEMBER SERVICES	BID SOCIAL/DOOR PRIZE	\$19.00
E 804-56700-713 SIGN/AWNING/PAINTING GRANTS	LAKE COUNTRY BED BARN	SIGN GRANT	\$750.00
E 804-56700-715 STREETScape PROGRAM	PATIO PETALS	HOLIDAY DECORATING	\$2,719.72

Account Descr	Search Name	Comments	Amount
E 804-56700-719 EVENTS	VILLAGE GRAPHICS	HARTLAND LIGHTS	\$98.00
E 804-56700-750 COPIES/DUPLICATION	VILLAGE GRAPHICS	COPIES	\$15.27
E 804-56700-719 EVENTS	VILLAGE GRAPHICS	HARTLAND LIGHTS	\$178.90
E 804-56700-719 EVENTS	VILLAGE GRAPHICS	SMALL BIZ SATURDAY	\$190.10
E 804-56700-719 EVENTS	VILLAGE GRAPHICS	HARTLAND LIGHTS	\$29.80
EXPENSE Descr ECONOMIC DEVELOPMENT			\$5,174.13
EXPENSE Descr ELECTIONS			
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	CONLEY MEDIA LLC	POLLING LOCATION AD	\$15.63
EXPENSE Descr ELECTIONS			\$15.63
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 101-53635-450 YARDWASTE	BIEBELS TRUE VALUE	DOOR STOP	\$7.64
E 101-53635-450 YARDWASTE	BIEBELS TRUE VALUE	PINE SOL	\$21.55
E 101-53635-470 LANDSCAPE PLANTINGS	GROUNDS KEEPER, INC.	2018 TREE PLANTING	\$24,041.60
E 201-53635-450 YARDWASTE	MAX R	YARD WASTE GRINDING	\$5,525.00
EXPENSE Descr ENVIRONMENTAL SERVICES			\$29,595.79
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC PHONE SERVICE	\$19.31
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	BANYON DATA SYSTEMS INC	FUND ACCT/POS SUPPORT	\$491.66
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	NOV FSA FEES	\$95.17
E 101-51500-500 PROPERTY ASSESSMENT	GROTA APPRAISALS LLC	NOV/DEC ANNUAL ASSESSMENT WORK	\$10,374.00
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CREDIT	-\$135.00
EXPENSE Descr FINANCIAL ADMINISTRATION			\$10,845.14
EXPENSE Descr FIRE PROTECTION			
E 101-52200-220 UTILITY SERVICES	AT&T	NOV-DEC PHONE SERVICE	\$19.31
E 101-52200-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	TIRE SHINE/CHAIN/CONNECTOR/VINYL PROTECTANT	\$59.30
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	NATIONAL HOSE TESTING	2018 GROUND LADDER TESTING	\$75.00
E 101-52200-255 BLDGS/GROUNDS	SUPERIOR CHEMICAL CORP	JANITORIAL SUPPLIES	\$153.99
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	TRAC TEAM	EDUCATIONAL MATERIALS/RESOURCE BOOKS	\$600.00
E 101-52200-220 UTILITY SERVICES	U.S. CELLULAR	NOV-DEC CELLULAR	\$91.21
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT ELECTRIC/GAS	\$602.11
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT SURVIVE ALIVE/GAS	\$14.52
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	OCT SURVIVE ALIVE/ELECT	\$96.64
EXPENSE Descr FIRE PROTECTION			\$1,712.08
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC PHONE SERVICE	\$19.31
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	COMPLETE OFFICE OF WISCONSIN	OFFICE SUPPLIES	\$42.98
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	CTACCESS INC	LSAP RENEWAL	\$2,982.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$50.00

Account Descr	Search Name	Comments	Amount
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	OCT-NOV ADDL IMAGES	\$221.21
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	NOV-DEC COPIER	\$337.00
E 101-51400-215 PLANNING SERVICES	SRF CONSULTING GROUP INC	OCT SERVICES	\$2,779.86
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$5,844.87
EXPENSE Descr GENERAL ADMINISTRATION			\$12,277.23
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC PHONE SERVICE	\$19.31
EXPENSE Descr INSPECTION			\$19.31
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-360 VEHICLE MAINT/EXPENSE	10-33 VEHICLE SERVICES	REPAIR/WIRING FRONT WARNING LIGTHS SQ #1	\$119.25
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ADVANTAGE POLICE SUPPLY	SHIELD VEST/MISKO AND PLATE	\$836.95
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC PHONE SERVICE	\$19.31
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	PRINTING CUSTODY CARDS	\$39.48
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HAAG, DEAN	REIMBURSE TRAINING EXPENSES	\$119.90
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	OIL CHANGE #4	\$48.03
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HOFFA, PAULA	UNIFORM ALLOWANCE	\$46.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	MARK BURG 2M TRAINING	RTF CLASSES	\$600.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$50.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	OCT-NOV SERVICE	\$338.06
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	OCT-NOV SERVICE	\$279.77
EXPENSE Descr LAW ENFORCEMENT			\$2,497.25
EXPENSE Descr LIBRARY			
E 101-55110-220 UTILITY SERVICES	AT&T	NOV-DEC PHONE SERVICE	\$19.31
E 101-55110-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	BATTERY/DOOR REMOTE	\$3.93
E 101-55110-310 BOOKS & MATERIALS	BLACKSTONE AUDIO INC	ADULT AUDIOBOOK	\$50.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	PROGRAM SUPPLIES	\$146.04
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	POSTS	\$7.88
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	CREDIT	-\$15.00
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	POSTS/BAG CONCRETE	\$173.64
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	ADULT DVD	\$15.87
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	CHILDRENS DVD AND MUSIC	\$35.67
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$188.34
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINTS/AUDIOBOOKS	\$125.25
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINT	\$25.87
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK	\$45.00
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	ADULT AUDIOBOOK	\$33.75
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	LARGE PRINT	\$23.25
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 101-55110-255 BLDGS/GROUNDS	WIL-KIL	COMMERCIAL CONTRACT	\$50.00

Account Descr	Search Name	Comments	Amount
E 101-55110-255 BLDGS/GROUNDS	WIL-KIL	COMMERCIAL CONTRACT	\$50.00
EXPENSE Descr LIBRARY			\$1,132.46
EXPENSE Descr LIBRARY SPEC EXPENSE			
E 205-59100-305 EXPENSES-OTHER	DEMCO INC	PROGRAM SUPPLIES	\$72.85
EXPENSE Descr LIBRARY SPEC EXPENSE			\$72.85
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-255 BLDGS/GROUNDS	AUER STEEL	CIRCUIT BOARD	\$132.86
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	DISCONNECTS	\$4.57
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	CAULK/COVER PLATE	\$4.19
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	TAPE/BOLTS	\$12.58
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	PINE SOL	\$21.55
E 101-51600-355 JANITORIAL SUPPLIES	OLSEN SAFETY EQUIPMENT CORP	GLOVES	\$109.90
E 101-51600-255 BLDGS/GROUNDS	OTIS ELEVATOR CO	ELEVATOR INSPECTION	\$525.00
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV GAS	\$165.52
EXPENSE Descr MUNICIPAL BUILDING			\$976.17
EXPENSE Descr PARKS			
E 101-55200-470 LANDSCAPE PLANTINGS	GROUNDS KEEPER, INC.	2018 TREE PLANTING	\$2,000.00
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV PENBROOK	\$15.71
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT BARK RIVER	\$87.65
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV PENBROOK	\$23.39
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV CENTENNIAL	\$169.06
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV HARTBROOK	\$16.80
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV HARTBROOK	\$30.86
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT NIXON	\$18.63
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT NIXON	\$30.02
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT NIXON	\$137.88
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT FAC	\$65.46
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT NIXON	\$18.10
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV CENTENNIAL	\$20.24
EXPENSE Descr PARKS			\$2,633.80
EXPENSE Descr PUBLIC WORKS			
E 101-53000-180 OTHER BENEFITS	ARK, KEVIN	REIMBURSE CLOTHING ALLOWANCE	\$42.40
E 101-53000-220 UTILITY SERVICES	AT&T	NOV-DEC PHONE SERVICE	\$19.31
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	LIGHT POLE BOLTS	\$2.16
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	SCREWS	\$3.60
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	BATTERY/TIRE SENSOR	\$323.35
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	BOLTS	\$29.49
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	CONLEY MEDIA LLC	LABORER JOB AD	\$246.12
E 101-53000-360 VEHICLE MAINT/EXPENSE	CROSSROADS TRUCK REPAIR	COMPUTER TEST #39	\$82.40

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$1,012.67
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$1,240.30
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$1,449.97
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$1,164.95
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$290.37
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$976.56
E 101-53000-180 OTHER BENEFITS	GEORGENSON, JOSH	REIMBURSE CLOTHING ALLOWANCE	\$189.18
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	OUTSIDE BULBS	\$43.96
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	BULB	\$21.99
E 101-53000-410 STREETS GEN MAINT	HOME DEPOT	OUTLETS FOR STREET LIGHTS	\$97.72
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$129.45
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$102.45
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$102.45
E 101-53000-180 OTHER BENEFITS	JAMBRETZ, DAVID J	CLOTHING ALLOWANCE	\$190.20
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	TUBES	\$0.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	TERMINALS/NUTS	\$274.59
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	WASHER/SCREWS/NUTS	\$374.07
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	WASHERS/HEX NUT/WHEELS	\$455.78
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	LOCK PINS	\$47.70
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	ROOFING SUPPLIES FOR SALT DOME	\$80.72
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	ROOFING SUPPLIES FOR SALT DOME	\$38.11
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	FUEL FILTER	\$9.73
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	OIL/AIR FILTERS	\$105.83
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	OIL/AIR FILTERS	\$51.19
E 101-53000-420 STORM SEWER	NEENAH FOUNDRY CO	CURB BOX/GRATE/INLET FRAME	\$1,230.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	NJ TOOLS LLC	OIL FILTER WRENCHES	\$86.75
E 101-53000-360 VEHICLE MAINT/EXPENSE	OLD DOMINIUM BRUSH	RADIATOR FOR LEAF MACHINE	\$1,512.25
E 101-53000-360 VEHICLE MAINT/EXPENSE	PETERBILT WISCONSIN-WAUKESHA	TUBE/CRANKCASE	\$355.13
E 101-53000-360 VEHICLE MAINT/EXPENSE	PETERBILT WISCONSIN-WAUKESHA	ELEMENT/CRANKCASE VENTILATIO	\$175.98
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	RINDERLE DOOR CO	DOOR SPRING	\$2,352.15
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	RINDERLE DOOR CO	DOOR SPRING	\$2,569.47
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	PLANNING SERVICES	\$480.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DRAINAGE ISSUE/ANNUAL ROADWAY CERT/BRISTLECO	\$1,059.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	MIRRORS	\$96.76
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	HOSES	\$322.91
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	NOV-DEC CELLULAR	\$100.96
E 101-53000-220 UTILITY SERVICES	VERIZON WIRELESS	OCT-NOV SERVICE	\$75.70
E 101-53000-225 STREET LIGHTING	WE ENERGIES	OCT-NOV CAMPUS DR	\$388.27
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV GAS	\$236.34
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT ELECTRIC	\$513.71
E 101-53000-225 STREET LIGHTING	WE ENERGIES	SEPT-OCT CLOCK	\$26.05
E 101-53000-225 STREET LIGHTING	WE ENERGIES	OCT ST LIGHTING	\$89.87

Account Descr	Search Name	Comments	Amount
EXPENSE Descr PUBLIC WORKS			\$20,870.07
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AT&T	NOV-DEC PHONE SERVICE	\$19.31
E 101-55300-302 TO THE POINTE DANCE PROGRAM	CRABB, JUDITH	NOVEMBER DANCE CLASSES	\$92.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	NOV MODERATE YOGA PUNCH CARDS	\$470.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	NOV YOGA STRENGTH PUNCH CARDS	\$67.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	NOV GENTLE YOGA STRETCH PUNCH CARDS	\$201.60
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUSOLD, CAROL	NOVEMBER NIA PUNCH CARDS	\$160.00
E 101-55300-302 TO THE POINTE DANCE PROGRAM	GAYDOS-FEDAK, NINA M	NOVEMBER DANCE CLASSES	\$1,978.50
E 101-55300-302 TO THE POINTE DANCE PROGRAM	HECKEL DANCE LLC	NOVEMBER DANCE CLASSES	\$462.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ITS IN EVERY DETAIL	NOVEMBER BARRE STRENGTH PUNCH CARDS	\$448.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	NOV SENIOR FITNESS PUNCH CARDS	\$336.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	NOV CORE FITNESS SR 10 PUNCH CARDS	\$179.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	OLSEN, MARJORIE	NOV CORE FITNESS 10 PUNCH CARDS	\$96.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SPRECHER, MARIA	NOV QIGONG PUNCH CARDS	\$48.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	TISCHER, SHERRY	REIMBURSE PROGRAM SUPPLIES	\$12.22
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	NOV-DEC CELLULAR	\$36.25
E 101-55300-302 TO THE POINTE DANCE PROGRAM	VALERIE CZEKALSKI	NOVEMBER DANCE CLASSES	\$237.30
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	NOV YOGA FOR LIFE 10 PUNCH CARDS	\$384.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	NOV YOGA FOR LIFE SR 6 PUNCH CARDS	\$28.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	NOV YOGA FOR LIFE SR 10 PUNCH CARDS	\$1,388.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	NOV YOGA FOR LIFE SR 10 PUNCH CARDS	\$320.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	NOV CHAIR YOGA 6 PUNCH CARDS	\$48.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$7,013.98
EXPENSE Descr SEWER SERVICE			
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	AT&T	NOV-DEC PHONE SERVICE	\$19.30
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	BANYON DATA SYSTEMS INC	FUND ACCT/POS SUPPORT	\$491.67
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	BIEBELS TRUE VALUE	DRILL BIT/HAMMER BIT	\$16.78
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	BLACKBURN MFG COMPANY	MARKING PAINT GREEN/BLUE	\$252.20
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	NOV FSA FEES	\$14.64
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	SONIC FIREWALL REPLACEMENT	\$602.50
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	PRO INDUSTRIAL CONTROLS	HEATER/THERMOSTAT	\$216.10
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CRYSTAL DR BUILDING/SITE PLAN	\$1,614.95
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SEPT-OCT SYSTEM WIDE METERING PROGRAM	\$2,634.80
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GIS DATA MAINTENANCE	\$125.00
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	U.S. CELLULAR	NOV-DEC CELLULAR	\$100.95
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV HWY 83	\$19.68
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	OCT WOODLANDS	\$34.41
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT RUSTIC	\$28.18
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV BRADFORD	\$35.86

Account Descr	Search Name	Comments	Amount
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT ARLENE	\$216.24
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT SHADOW RIDGE	\$52.06
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	SEPT-OCT CRYSTAL	\$83.49
EXPENSE Descr SEWER SERVICE			\$6,558.81
EXPENSE Descr WATER UTILITY			
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	AT&T	NOV-DEC PHONE SERVICE	\$19.30
E 620-53700-923 OUTSIDE SERVICES	BANYON DATA SYSTEMS INC	FUND ACCT/POS SUPPORT	\$491.67
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	BIEBELS TRUE VALUE	BOLTS	\$5.63
E 620-53700-652 MAINTENANCE OF SERVICES	BLACKBURN MFG COMPANY	MARKING PAINT GREEN/BLUE	\$252.20
E 620-53700-651 MAINTENANCE OF MAINS	CORE & MAIN LP	CLAMP	\$295.00
E 620-53700-654 MAINTENANCE OF HYDRANTS	CORE & MAIN LP	HOSE NOZZLE	\$116.67
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	NOV FSA FEES	\$36.60
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	HOME DEPOT	ELECTRICAL BOX/SWITCH/CONNECTORS	\$57.60
E 620-53700-674 METERS	MIDWEST METER INC	METERS/END POINTS	\$3,493.35
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	NOV BACTERIA SAMPLES	\$54.00
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 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	INVESTIGATIVE FLUORIDE	\$80.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	RAW WATER BACTERIA SAMPLES	\$90.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	570 PROGRESS WELL #3	\$20.00
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	SONIC FIREWALL REPLACEMENT	\$602.50
E 620-53700-933 TRANSPORTATION EXPENSES	PRICE ENGINEERING	ADAPTER/VENT	\$55.07
E 620-53700-933 TRANSPORTATION EXPENSES	PRICE ENGINEERING	NEEDLE VALVE/PIPE HEX PLUG	\$116.49
E 620-53700-651 MAINTENANCE OF MAINS	STARK PAVEMENT CORPORATION	WATER MAIN BREAK/PAVEMENT PATCHING	\$1,715.68
E 620-53700-651 MAINTENANCE OF MAINS	STARK PAVEMENT CORPORATION	WATER MAIN BREAK/PAVEMENT PATCHING	\$4,961.60
E 620-53700-651 MAINTENANCE OF MAINS	STARK PAVEMENT CORPORATION	WATER MAIN BREAK/PAVEMENT PATCHING	\$6,160.00
E 620-53700-672 DISTRIB/RESERVE STANDPIPE	SUEZ	WASH/CLEAN BRISTLECONE PINES TOWER TANK	\$5,500.00
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	U.S. CELLULAR	NOV-DEC CELLULAR	\$100.96
E 620-53700-635 MAINTENANCE OF TREATMENT PLANT	USA BLUE BOOK	CHLORINE PUMP	\$1,300.39
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	OCT-NOV #3 PUMPHOUSE	\$41.52
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV MANCHESTER	\$1,124.36
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV BRISTLECONE	\$286.77
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV SUNNYSLOPE	\$755.16
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV SUNSHINE	\$1,292.86
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV MICROBOOSTER	\$24.50
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV COVENTRY	\$26.05
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	SEPT-OCT HILL ST	\$19.43
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	OCT-NOV BRISTLECONE	\$15.48
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	OCT-NOV PENBROOK	\$24.49
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV PENBROOK	\$236.03
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	SEPT-OCT SUNSHINE	\$17.39

Account Descr	Search Name	Comments	Amount
E 620-53700-930 MISC GENERAL EXPENSES	WI RURAL WATER ASSOC (WRWA)	SYSTEM MEMBERSHIP RENEWAL	<u>\$520.00</u>
EXPENSE Descr WATER UTILITY			<u>\$30,034.75</u>
			<u>\$159,818.22</u>

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Payments

Current Period: NOVEMBER 2018

Batch Name	NOV18MC	User Dollar Amt	\$4,376.77		
Payments		Computer Dollar Amt	\$4,376.77		
			\$0.00	In Balance	
Refer	58133 WI SUPPORT COLLECTIONS TRUS Ck# 008764 11/2/2018				
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #22				\$671.87
Invoice					
Transaction Date	12/3/2018	GF Checking	11100	Total	\$671.87
Refer	58134 US DEPT OF EDUCATION Ck# 008765 11/2/2018				
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO GARNISHMENT/DYER				\$209.89
Invoice					
Transaction Date	12/3/2018	GF Checking	11100	Total	\$209.89
Refer	58135 WI DEPT OF TRANSPORTATION Ck# 008766 11/2/2018				
Cash Payment	E 101-52100-300 OPERATING SUPPLIES PARKING SUSPENSION ACCOUNT				\$200.00
Invoice					
Transaction Date	12/3/2018	GF Checking	11100	Total	\$200.00
Refer	58136 THE MASTERS TOUCH LLC Ck# 008767 11/9/2018				
Cash Payment	E 101-51500-530 TAX BILLING/TAX ROLL TAX BILL POSTAGE				\$1,531.49
Invoice					
Transaction Date	12/3/2018	GF Checking	11100	Total	\$1,531.49
Refer	58137 WI SUPPORT COLLECTIONS TRUS Ck# 008768 11/16/2018				
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #23				\$671.87
Invoice					
Transaction Date	12/3/2018	GF Checking	11100	Total	\$671.87
Refer	58138 US DEPT OF EDUCATION Ck# 008769 11/16/2018				
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO GARNISHMENT/DYER				\$209.89
Invoice					
Transaction Date	12/3/2018	GF Checking	11100	Total	\$209.89
Refer	58139 WI SUPPORT COLLECTIONS TRUS Ck# 008770 11/30/2018				
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO PP #24				\$671.87
Invoice					
Transaction Date	12/3/2018	GF Checking	11100	Total	\$671.87
Refer	58140 US DEPT OF EDUCATION Ck# 008771 11/30/2018				
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO GARNISHMENT/DYER				\$209.89
Invoice					
Transaction Date	12/3/2018	GF Checking	11100	Total	\$209.89

Fund Summary

101 GENERAL FUND	11100 GF Checking	
		\$4,376.77
		\$4,376.77

Pre-Written Checks	\$4,376.77
Checks to be Generated by the Computer	\$0.00
Total	\$4,376.77

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Payments

Current Period: NOVEMBER 2018

Batch Name NOV18CC
 Payment Computer Dollar Amt \$11,372.27 Posted

Refer 58092 ALERT-ALL Ck# 2018469E 11/29/2018
 Cash Payment E 101-52200-300 OPERATING SUPPLIES fire prevention material for grade schools \$498.50
 Invoice

Transaction Date 11/6/2018 Due 0 GF Checking 11100 Total \$498.50

Refer 58093 AMAZON Ck# 2018470E 11/29/2018
 Cash Payment E 101-51600-255 BLDGS/GROUNDS Squeaky Cleaner \$51.96
 Invoice

Cash Payment E 101-55110-300 OPERATING SUPPLIES Books/Dvd's -\$1.03
 Invoice

Cash Payment E 101-55110-300 OPERATING SUPPLIES Books/Dvd's \$4.75
 Invoice

Cash Payment E 101-55110-300 OPERATING SUPPLIES Books/Dvd's \$5.99
 Invoice

Cash Payment E 101-55110-300 OPERATING SUPPLIES Books/Dvd's \$7.53
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS music \$38.95
 Invoice

Cash Payment E 101-55110-300 OPERATING SUPPLIES Books/Dvd's \$47.92
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS j dvd \$23.95
 Invoice

Cash Payment E 101-55110-300 OPERATING SUPPLIES Books/Dvd's -\$3.59
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS dvd \$24.96
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS dvd \$37.44
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS Books/Dvd's \$39.41
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS j nf \$12.75
 Invoice

Cash Payment E 101-55110-300 OPERATING SUPPLIES Books/Dvd's \$21.23
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS nf book \$27.98
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS j nf \$33.76
 Invoice

Cash Payment E 101-55110-310 BOOKS & MATERIALS jdvd \$10.78
 Invoice

Cash Payment E 101-52100-300 OPERATING SUPPLIES dvd markers \$54.16
 Invoice

Cash Payment E 101-55300-300 OPERATING SUPPLIES Picture Frames \$28.77
 Invoice

Cash Payment E 101-55300-300 OPERATING SUPPLIES Picture Frame \$17.38
 Invoice

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Cash Payment	E 101-55300-300 OPERATING SUPPLIES	Equipment for Pickleball	\$32.38
Invoice			
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	Bathroom signs	\$16.50
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvds	\$218.61
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	SVK clothing allowance-flashlights	\$86.32
Invoice			
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's	-\$2.03
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	Mundy's clothing allowance-rain coat	\$155.30
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music	\$9.99
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd	\$24.95
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd	\$27.98
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	fic	\$11.55
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd	\$112.06
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music	\$45.52
Invoice			
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's	\$13.83
Invoice			
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	USB Adapter Type C	\$4.99
Invoice			
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's	\$7.69
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	j dvd	\$22.99
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd	\$11.89
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd	\$112.74
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd	\$14.96
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd	\$32.28
Invoice			
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's	\$9.99
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music	\$37.17
Invoice			
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's	\$17.97
Invoice			
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's	-\$0.03
Invoice			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music	\$18.67
Invoice			

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Payments

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Cash Payment	E 205-59100-305 EXPENSES-OTHER	Tinker totes				\$156.96
Invoice						
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	headphones				\$33.99
Invoice						
Cash Payment	E 205-59100-305 EXPENSES-OTHER	Tinker Totes				\$37.99
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music				\$40.97
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music				\$89.35
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music				\$58.25
Invoice						
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	Purell/tape-padlocks				\$115.68
Invoice						
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's				-\$1.86
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music				\$38.72
Invoice						
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's				\$5.36
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	flc				\$10.99
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$65.45
Invoice						
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's				\$8.85
Invoice						
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's				-\$0.21
Invoice						
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's				-\$0.42
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	j dvd				\$55.30
Invoice						
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Books/Dvd's				\$20.82
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$40.45
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$4.99
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$10.19
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$2,321.14
Refer	58094 AT&T					
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	Service				\$85.68
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$85.68
Refer	58095 ATLANTCTC					
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	CWS clothing allowance				\$126.64
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$126.64

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Refer	58096	BAKER & TAYLOR CREDIT CARD	Ck# 2018473E	11/29/2018			
Cash Payment	E 101-55110-310	BOOKS & MATERIALS	Books			\$884.95	
Invoice							
Cash Payment	E 101-55110-310	BOOKS & MATERIALS	Books			\$163.56	
Invoice							
Cash Payment	E 101-55110-310	BOOKS & MATERIALS	Books			\$55.06	
Invoice							
Cash Payment	E 101-55110-310	BOOKS & MATERIALS	Books			\$1,063.79	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$2,167.36	
Refer	58097	BARNES & NOBLE	Ck# 2018474E	11/29/2018			
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	Roberts Rules Books			\$31.93	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$31.93	
Refer	58098	BATTERY JUNCTION	Ck# 2018475E	11/29/2018			
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	Gun light batteries			\$151.62	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$151.62	
Refer	58099	BIG ALS PIZZA	Ck# 2018476E	11/29/2018			
Cash Payment	E 101-55110-345	STAFF EDUCATION/TR	WLA - Conference Dinner			\$36.00	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$36.00	
Refer	58100	BLAUER MANUFACTURING	Ck# 2018477E	11/29/2018			
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	CWS clothing allowance -glove/knife			\$42.94	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$42.94	
Refer	58101	BUDGET RENT A CAR	Ck# 2018478E	11/29/2018			
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	DISPUTED Toll Charge			\$23.75	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$23.75	
Refer	58102	BUMPER TO BUMPER HARTLAND	Ck# 2018479E	11/29/2018			
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	Snow brush/ice scraper-Chief's			\$11.89	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$11.89	
Refer	58103	BUZZARD BILLYS LACROSSE	Ck# 2018480E	11/29/2018			
Cash Payment	E 205-59100-305	EXPENSES-OTHER	WLA - Conference Dinner			\$40.00	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$40.00	
Refer	58104	CARTERS	Ck# 2018481E	11/29/2018			
Cash Payment	E 101-52200-300	OPERATING SUPPLIES	Disputed Card Charge			\$64.05	
Invoice							
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$64.05	
Refer	58105	COLUMBIA SPORTSWEAR	Ck# 2018482E	11/29/2018			
Cash Payment	E 101-52200-300	OPERATING SUPPLIES	Disputed Card Charge			\$314.68	
Invoice							

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Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$314.68
Refer	58106 CONSTANT CONTACT			Ck# 2018483E 11/29/2018		
Cash Payment	E 101-55110-290 OUTSIDE SERVICES/C		Monthly Constant Contact Billing			\$20.00
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$20.00
Refer	58107 COTTONWOOD INVESTMENTS LL			Ck# 2018484E 11/29/2018		
Cash Payment	E 101-51440-300 OPERATING SUPPLIES		Lunch for Election Staff counting ballots			\$40.99
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$40.99
Refer	58108 DUBLIN SQUARE IRISH PUB			Ck# 2018485E 11/29/2018		
Cash Payment	E 101-55110-345 STAFF EDUCATION/TR		WLA - Conference Dinner			\$45.00
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$45.00
Refer	58109 ELECTION SYSTEMS & SOFTWARE			Ck# 2018486E 11/29/2018		
Cash Payment	E 101-51440-300 OPERATING SUPPLIES		Election Supplies			\$42.69
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$42.69
Refer	58110 FOX BROS PIGGLY WIGGLY			Ck# 2018487E 11/29/2018		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES		Food for accreditation			\$24.21
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$24.21
Refer	58111 GALL S, INC.			Ck# 2018488E 11/29/2018		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES		SVK clothing allowance			\$163.77
Invoice						
Cash Payment	E 101-52100-300 OPERATING SUPPLIES		SVK clothing allowance-shirts/pants			\$164.97
Invoice						
Cash Payment	E 101-52100-300 OPERATING SUPPLIES		svk clothing allowance- whistle			\$11.20
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$339.94
Refer	58112 GHB LACROSSE			Ck# 2018489E 11/29/2018		
Cash Payment	E 101-55110-345 STAFF EDUCATION/TR		WLA - Conference Dinner			\$18.99
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$18.99
Refer	58113 HOLIDAY INN LACROSSE			Ck# 2018490E 11/29/2018		
Cash Payment	E 101-55110-345 STAFF EDUCATION/TR		Hotel for Library Conference			\$222.40
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$222.40
Refer	58114 IBI BARNETT			Ck# 2018491E 11/29/2018		
Cash Payment	E 101-51600-255 BLDGS/GROUNDS		wall heater women's bathroom			\$140.21
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$140.21
Refer	58115 ICE AGE TRAIL ALLIANCE			Ck# 2018492E 11/29/2018		
Cash Payment	E 101-51400-395 COMMUNITY RELATIO		Annual IATA Membership			\$150.00
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$150.00

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Refer	58116	JIMMY JOHNS	Ck# 2018493E	11/29/2018		
Cash Payment	E 101-55110-345	STAFF EDUCATION/TR	Library Tour - Lunch for staff		\$25.52	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$25.52
Refer	58117	KWIK TRIP	Ck# 2018494E	11/29/2018		
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	Gas for prisoner Transport in Brown County		\$23.30	
Invoice						
Cash Payment	E 101-55110-345	STAFF EDUCATION/TR	Gas for COncference		\$28.15	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$51.45
Refer	58118	LAKESHORE LEARNING	Ck# 2018495E	11/29/2018		
Cash Payment	E 205-59100-305	EXPENSES-OTHER	Pretend and Play Market		\$377.31	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$377.31
Refer	58119	MACHINE SHED PEWAUKEE	Ck# 2018496E	11/29/2018		
Cash Payment	E 101-51400-300	OPERATING SUPPLIES	WCMA Breakfast Meeting		\$13.83	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$13.83
Refer	58120	PANERA	Ck# 2018497E	11/29/2018		
Cash Payment	E 101-55110-345	STAFF EDUCATION/TR	Library Tour - Lunch for staff		\$38.43	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$38.43
Refer	58121	RADISSON HOTEL	Ck# 2018498E	11/29/2018		
Cash Payment	E 101-55110-345	STAFF EDUCATION/TR	Hotel for Library Conference		\$278.00	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$278.00
Refer	58122	SHELL OIL	Ck# 2018499E	11/29/2018		
Cash Payment	E 101-55110-345	STAFF EDUCATION/TR	Gas for Conference		\$30.01	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$30.01
Refer	58123	SIRCHIE FINGER PRINT LAB	Ck# 2018500E	11/29/2018		
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	Box sealing evidence tape		\$47.08	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$47.08
Refer	58124	SORENS FORD	Ck# 2018501E	11/29/2018		
Cash Payment	E 101-52100-360	VEHICLE MAINT/EXPE	Squad 8 Alarm/Remote Start		\$541.68	
Invoice						
Cash Payment	E 101-52100-360	VEHICLE MAINT/EXPE	Car alarm/remote start Sq#9		\$547.03	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$1,088.71
Refer	58125	STOP STICK LTD	Ck# 2018502E	11/29/2018		
Cash Payment	E 101-52100-360	VEHICLE MAINT/EXPE	Stop Stick Mounting Trays		\$109.00	
Invoice						
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$109.00
Refer	58126	TARGET	Ck# 2018503E	11/29/2018		

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Cash Payment Invoice	E 101-51440-300 OPERATING SUPPLIES	coffee pot for election				\$21.01
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$21.01
Refer	58127	THE SIGNAL CELLULAR	Ck# 2018504E	11/29/2018		
Cash Payment Invoice	E 620-53700-930 MISC GENERAL EXPEN	Replacement cell phone over charged				\$50.00
Cash Payment Invoice	E 620-53700-930 MISC GENERAL EXPEN	Replacement cell phone				\$50.00
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$100.00
Refer	58128	THREE RIVERS LODGE	Ck# 2018505E	11/29/2018		
Cash Payment Invoice	E 205-59100-305 EXPENSES-OTHER	WLA - Conference Dinner				\$25.00
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total	\$25.00
Refer	58129	TIME WARNER CABLE CREDIT CA	Ck# 2018506E	11/29/2018		
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	Oct-Nov Internet				\$53.00
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	Oct-Nov Phone				\$42.22
Cash Payment Invoice	E 101-55370-300 OPERATING SUPPLIES	Oct-Nov Internet				\$30.00
Cash Payment Invoice	E 204-53610-385 MAINTENANCE-COLLE	Oct-Nov Internet				\$53.00
Cash Payment Invoice	E 620-53700-605 MAINTENANCE-WATER	Oct-Nov Internet				\$53.00
Cash Payment Invoice	E 101-53000-220 UTILITY SERVICES	Oct-Nov Internet				\$53.00
Cash Payment Invoice	E 101-52100-300 OPERATING SUPPLIES	Oct-Nov Internet				\$53.00
Cash Payment Invoice	E 101-55300-300 OPERATING SUPPLIES	Oct-Nov Internet				\$53.00
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	Oct-Nov Internet				\$53.00
Cash Payment Invoice	E 101-52400-300 OPERATING SUPPLIES	Oct-Nov Internet				\$53.00
Cash Payment Invoice	E 204-53610-385 MAINTENANCE-COLLE	Oct-Nov Phone				\$42.23
Cash Payment Invoice	E 101-51500-300 OPERATING SUPPLIES	Oct-Nov Phone				\$42.22
Cash Payment Invoice	E 620-53700-605 MAINTENANCE-WATER	Oct-Nov Phone				\$42.23
Cash Payment Invoice	E 101-53000-220 UTILITY SERVICES	Sept-Oct Internet				\$83.33
Cash Payment Invoice	E 101-52400-300 OPERATING SUPPLIES	Oct-Nov Phone				\$42.22
Cash Payment Invoice	E 620-53700-605 MAINTENANCE-WATER	Sept-Oct Internet				\$83.33
Cash Payment Invoice	E 204-53610-385 MAINTENANCE-COLLE	Sept-Oct Internet				\$83.33

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Cash Payment	E 101-53000-220 UTILITY SERVICES	Oct-Nov Phone			\$42.23
Invoice					
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	Oct-Nov Phone			\$42.22
Invoice					
Cash Payment	E 101-55110-220 UTILITY SERVICES	Oct-Nov Phone			\$42.22
Invoice					
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	Oct-Nov Phone			\$42.22
Invoice					
Cash Payment	E 101-52200-290 OUTSIDE SERVICES/C	Oct-Nov Service			\$102.94
Invoice					
Cash Payment	E 101-52200-290 OUTSIDE SERVICES/C	Oct-Nov Service			\$249.99
Invoice					
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total \$1,436.93
Refer	58130 UNITED STATES POSTAL SERVIC	Ck# 2018507E	11/29/2018		
Cash Payment	E 101-51440-300 OPERATING SUPPLIES	stamps for absentee ballots			\$10.00
Invoice					
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total \$10.00
Refer	58131 WALMART	Ck# 2018508E	11/29/2018		
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	cash drawer			\$87.63
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd			\$36.91
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd			\$19.96
Invoice					
Cash Payment	E 205-59100-305 EXPENSES-OTHER	programming			\$74.66
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd			\$45.92
Invoice					
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total \$265.08
Refer	58132 ZIPRECRUITER INC	Ck# 2018509E	11/29/2018		
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	Add for Before and After School Care			\$494.30
Invoice					
Transaction Date	11/6/2018	Due 0	GF Checking	11100	Total \$494.30

Fund Summary

	11100 GF Checking	
620 WATER FUND		\$278.56
205 SPECIAL LIBRARY FUND		\$711.92
204 SEWER		\$178.56
101 GENERAL FUND		\$10,203.23
		<u>\$11,372.27</u>

Pre-Written Checks	\$11,372.27
Checks to be Generated by the Computer	\$0.00
Total	<u>\$11,372.27</u>

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Payments

Current Period: NOVEMBER 2018

Batch Name	Payment	Computer Dollar Amt		Posted	
NOV18WIRE		\$191,699.19			
Refer	58195 FIRST BANK FINANCIAL CENTRE	Ck# 2018510E	11/30/2018		
Cash Payment	E 101-51500-300 OPERATING SUPPLIES	EBUSINESS BANKING/POSITIVE PAY/ACH			\$75.00
		FILTERS AND BLOCKS			
Invoice					
Transaction Date	11/30/2018	Due 0	GF Checking	11100	Total \$75.00
Refer	58197 AFLAC	Ck# 2018511E	11/16/2018		
Cash Payment	G 101-21592 AFLAC INS PAYABLE	MONTHLY AFLAC PREMIUMS			\$283.78
Invoice					
Transaction Date	11/16/2018	Due 0	GF Checking	11100	Total \$283.78
Refer	58198 PAYROLL DATA SERVICES INC	Ck# 2018512E	11/1/2018		
Cash Payment	E 804-56700-110 SALARIES	NOVEMBER 2 BID PAYROLL WIRE			\$1,125.56
Invoice					
Cash Payment	G 804-21520 RETIREMENT DEDUCTION	NOVEMBER 2 BID PAYROLL WIRE			-\$62.32
Invoice					
Cash Payment	E 804-56700-760 PAYROLL SERVICE CH	NOVEMBER 2 BID PAYROLL WIRE			\$39.25
Invoice					
Transaction Date	11/1/2018	Due 0	GF Checking	11100	Total \$1,102.49
Refer	58199 PAYROLL DATA SERVICES INC	Ck# 2018513E	11/15/2018		
Cash Payment	E 804-56700-110 SALARIES	NOVEMBER 16 BID PAYROLL WIRE			\$1,125.55
Invoice					
Cash Payment	G 804-21520 RETIREMENT DEDUCTION	NOVEMBER 16 BID PAYROLL WIRE			-\$62.32
Invoice					
Cash Payment	E 804-56700-760 PAYROLL SERVICE CH	NOVEMBER 16 BID PAYROLL WIRE			\$39.25
Invoice					
Transaction Date	11/15/2018	Due 0	GF Checking	11100	Total \$1,102.48
Refer	58200 PAYROLL DATA SERVICES INC	Ck# 2018514E	11/29/2018		
Cash Payment	E 804-56700-110 SALARIES	NOVEMBER 30 BID PAYROLL WIRE			\$1,125.56
Invoice					
Cash Payment	G 804-21520 RETIREMENT DEDUCTION	NOVEMBER 30 BID PAYROLL WIRE			-\$62.32
Invoice					
Cash Payment	E 804-56700-760 PAYROLL SERVICE CH	NOVEMBER 30 BID PAYROLL WIRE			\$39.25
Invoice					
Transaction Date	11/29/2018	Due 0	GF Checking	11100	Total \$1,102.49
Refer	58201 PAYMENT SERVICE NETWORK	Ck# 2018515E	11/4/2018		
Cash Payment	E 620-53700-923 OUTSIDE SERVICES	MONTHLY CREDIT CARD PROCESSING FEES			\$256.08
Invoice					
Cash Payment	E 204-53610-290 OUTSIDE SERVICES/C	MONTHLY CREDIT CARD PROCESSING FEES			\$256.07
Invoice					
Transaction Date	11/4/2018	Due 0	GF Checking	11100	Total \$512.15
Refer	58202 EMPLOYEE TRUST FUNDS	Ck# 2018516E	11/26/2018		
Cash Payment	E 101-51400-150 HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS			\$3,878.55
Invoice					

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Current Period: NOVEMBER 2018

Cash Payment Invoice	E 101-51500-150 HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$2,266.26
Cash Payment Invoice	E 101-55300-150 HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$653.97
Cash Payment Invoice	E 101-52100-150 HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$27,920.84
Cash Payment Invoice	E 101-53000-150 HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$19,043.13
Cash Payment Invoice	E 101-55110-150 HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$5,186.49
Cash Payment Invoice	E 101-52200-150 HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$1,460.12
Cash Payment Invoice	E 101-52300-150 HEALTH/DENTAL/LIFE	DECEMBER HEALTH INSURANCE PREMIUMS	\$1,460.11
Cash Payment Invoice	G 101-21530 INSURANCE DEDUCTIONS	DECEMBER HEALTH INSURANCE PREMIUMS	\$3,719.31
Cash Payment Invoice	G 101-34140 UNFUNDED EMPLOYEE BE	DECEMBER HEALTH INSURANCE PREMIUMS	\$5,626.44
Transaction Date	11/26/2018	Due 0 GF Checking 11100	Total \$71,215.22
Refer	58204 WI RETIREMENT SYSTEM		Ck# 2018517E 11/30/2018
Cash Payment Invoice	E 101-55300-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$329.60
Cash Payment Invoice	E 101-51400-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$730.42
Cash Payment Invoice	E 101-51500-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$302.58
Cash Payment Invoice	E 101-51600-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$46.15
Cash Payment Invoice	E 101-52100-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$11,799.28
Cash Payment Invoice	E 101-52100-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$676.48
Cash Payment Invoice	E 101-52200-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$612.25
Cash Payment Invoice	E 101-52300-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$1,369.37
Cash Payment Invoice	E 101-52200-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$44.10
Cash Payment Invoice	E 101-53000-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$2,929.70
Cash Payment Invoice	E 101-55110-140 RETIREMENT BENEFIT	OCTOBER WRS PREMIUMS	\$1,546.62
Cash Payment Invoice	E 620-53700-926 EMPLOYEE PENSIONS	OCTOBER WRS PREMIUMS	\$1,760.99
Cash Payment Invoice	E 204-53610-110 SALARIES	OCTOBER WRS PREMIUMS	\$317.97
Cash Payment Invoice	E 204-53610-110 SALARIES	OCTOBER WRS PREMIUMS	\$298.46
Cash Payment Invoice	E 204-53610-390 BILLING/COLLECTION/	OCTOBER WRS PREMIUMS	\$350.86

VILLAGE OF HARTLAND

12/04/18 8:21 AM

Page 3

Payments

Current Period: NOVEMBER 2018

Cash Payment	G 101-21520 RETIREMENT DEDUCTION	OCTOBER WRS PREMIUMS			\$9,333.93
Invoice					
Cash Payment	G 101-21520 RETIREMENT DEDUCTION	OCTOBER WRS PREMIUMS			\$8,447.58
Invoice					
Transaction Date	11/30/2018	Due 0	GF Checking	11100	Total \$40,896.34
Refer	58206 BOND TRUST SERVICES CORP		Ck# 2018518E 11/30/2018		
Cash Payment	E 301-58000-615 DEBT SERVICE - INTER	2013 GO REFUNDING BOND INTEREST			\$63,943.75
PAYMENT					
Invoice					
Transaction Date	11/30/2018	Due 0	GF Checking	11100	Total \$63,943.75
Refer	58208 WI DEFERRED COMPENSATION P		Ck# 2018519E 11/30/2018		
Cash Payment	G 101-21520 RETIREMENT DEDUCTION	MONTHLY DEFERRED COMPENSATION			\$11,220.00
EMPLOYEE CONTRIBUTIONS					
Invoice					
Transaction Date	11/30/2018	Due 0	GF Checking	11100	Total \$11,220.00
Refer	58209 WI DEPT OF REVENUE		Ck# 2018520E 11/2/2018		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO	MONTHLY EMPLOYEE GARNISHMENT			\$41.48
Invoice					
Transaction Date	11/2/2018	Due 0	GF Checking	11100	Total \$41.48
Refer	58210 WI DEPT OF REVENUE		Ck# 2018521E 11/16/2018		
Cash Payment	G 101-21580 GARNISHMENT DEDUCTIO	MONTHLY EMPLOYEE GARNISHMENT			\$41.48
Invoice					
Transaction Date	11/16/2018	Due 0	GF Checking	11100	Total \$41.48
Refer	58211 WI DEPT OF REVENUE (SALES TA		Ck# 2018522E 11/30/2018		
Cash Payment	G 101-21515 SALES TAXES PAYABLE	MONTHLY SALES TAX RECONCILIATION			\$172.53
Invoice					
Cash Payment	R 101-48000 MISCELLANEOUS REVENU	MONTHLY SALES TAX RECONCILIATION			-\$10.00
Invoice					
Transaction Date	11/30/2018	Due 0	GF Checking	11100	Total \$162.53

Fund Summary

	11100 GF Checking
804 BUSINESS IMPROVEMENT DISTRICT	\$3,307.46
620 WATER FUND	\$2,017.07
301 DEBT SERVICE FUND	\$63,943.75
204 SEWER	\$1,223.36
101 GENERAL FUND	\$121,207.55
	<u>\$191,699.19</u>

Pre-Written Checks	\$191,699.19
Checks to be Generated by the Computer	\$0.00
Total	\$191,699.19

**VILLAGE OF HARTLAND
LICENSES AND PERMITS
DECEMBER 10, 2018**

Bartender (Operator's) License – expires June 30, 2020

Claire Ashley Herden
Scott M. Tracy

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

Application for Restricted Species Permit

Applicants: Madeline Prange and Jacob Kneusel
Address: 200 E. Park Ave.
Species: Chickens (4)



APPLICATION FOR RESTRICTED SPECIES PERMIT

Please check all that apply: New application Renewal

Application is being made under Municipal Code Sec. 14-8, Keeping of Animals; Permit to:

keep one or more of a restricted species of animal. (Application fee of \$25)

exceed the maximum number of animals allowed of any one permitted species.

Applicant: Madeline Prange and Jacob Kreusel

Address: 200 E Park Ave. Hartland WI 53029

Phone Number: 262-374-401 Email: prangemr@gmail.com

Please provide the following information as an attachment to this application:

1. Describe animal(s) to be covered by this application, listing species and number of animals.
2. Explain where the animal(s) will be kept on the property (home, barn, yard, pen, etc.).
3. Explain if animal(s) will be permitted to roam freely within the confines of your yard.
4. Explain if animal(s) are to be kept as pets, for other purposes or raised for selling purposes.
5. Explain whether it is the intention to keep animal(s) temporarily such as fostering or on a permanent basis.
6. Provide listing of all animals kept on the property in addition to those covered by this application.

I hereby apply for a Restricted Species Permit subject to Section 14-8 of the Village of Hartland Municipal Code and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the keeping of animals if a license is granted to me.

The license shall, if issued, be from the date of its issuance unless otherwise approved by the Village Board for a specific period of time or the license is revoked for cause by the Village Board.

Applicant's Signature: Madeline Prange Date: 11-1-18

For Staff Use Only: Lot Size: _____ Zoning: _____ Fee Paid: _____

Village Board Approval: _____ Expires: _____

November 6, 2018

To Whom It May Concern,

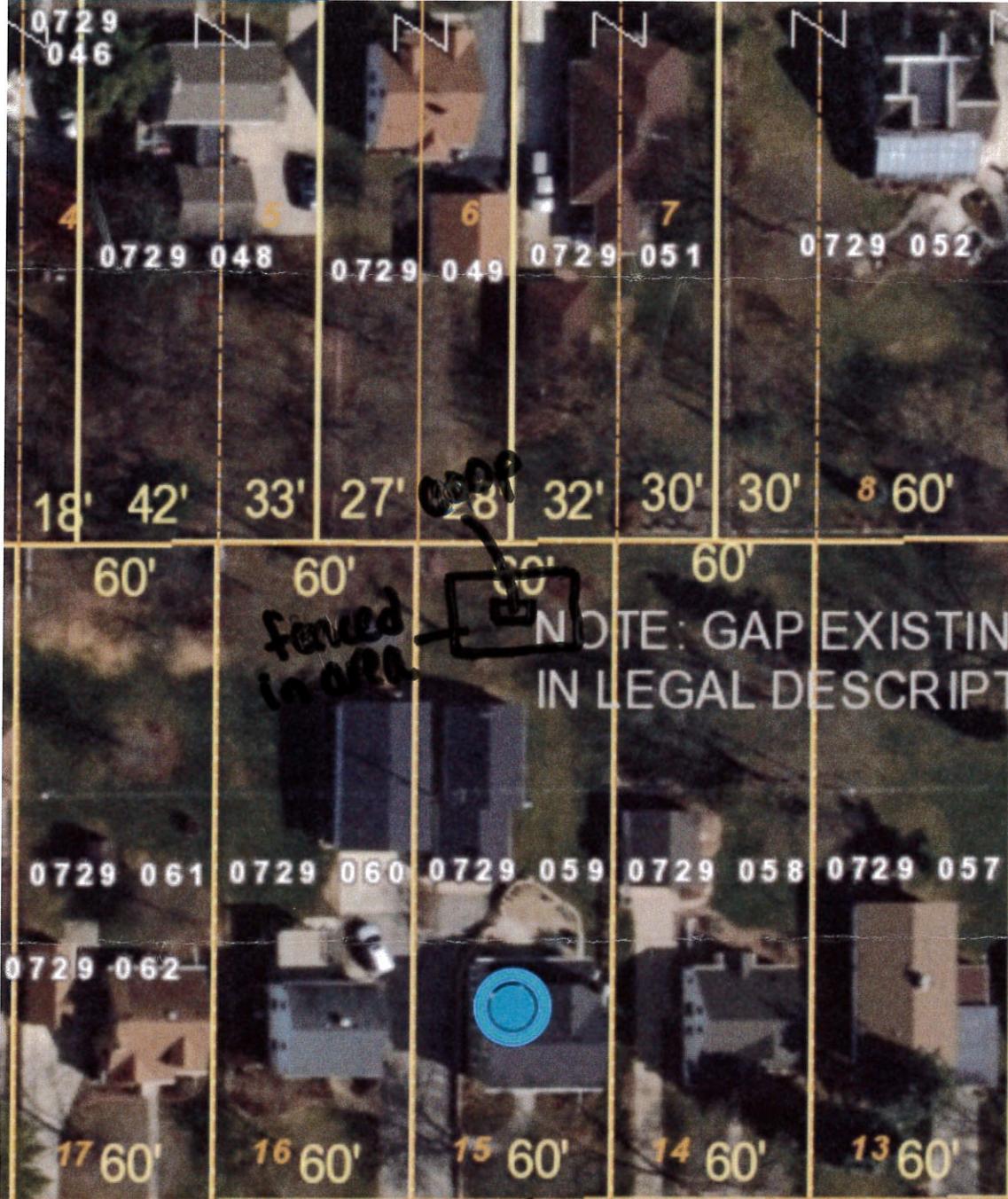
We are applying for a restricted species permit requesting to own 4 chickens on our property as pets. We are hoping to use the raising of chickens as an education tool for our kids and family hobby. The breeds we are exploring are the Black Australorp and Speckled Sussex. We are working with "A Royal Roost" to supply the chickens, coop, supplies and provide consultation and support regarding chicken ownership. The chickens will be kept in a coop towards the back of our property in a fenced in area. The fenced in area will contain our vegetable garden as well as grazing area for the chickens. The only other animal on our property is our pet dog.

Please let me know if there is anything else you require for us for the permit.

We look forward to hearing from you,
Madeline Prange and Jake Kneusel
200 E Park Ave.,
Hartland, WI 53029
(262) 374-4101
prangemr@gmail.com

Enclosed:
Application
GIS Map
Photo of Chicken Coop

I want to... 200 E Park Ave [search] [tools]



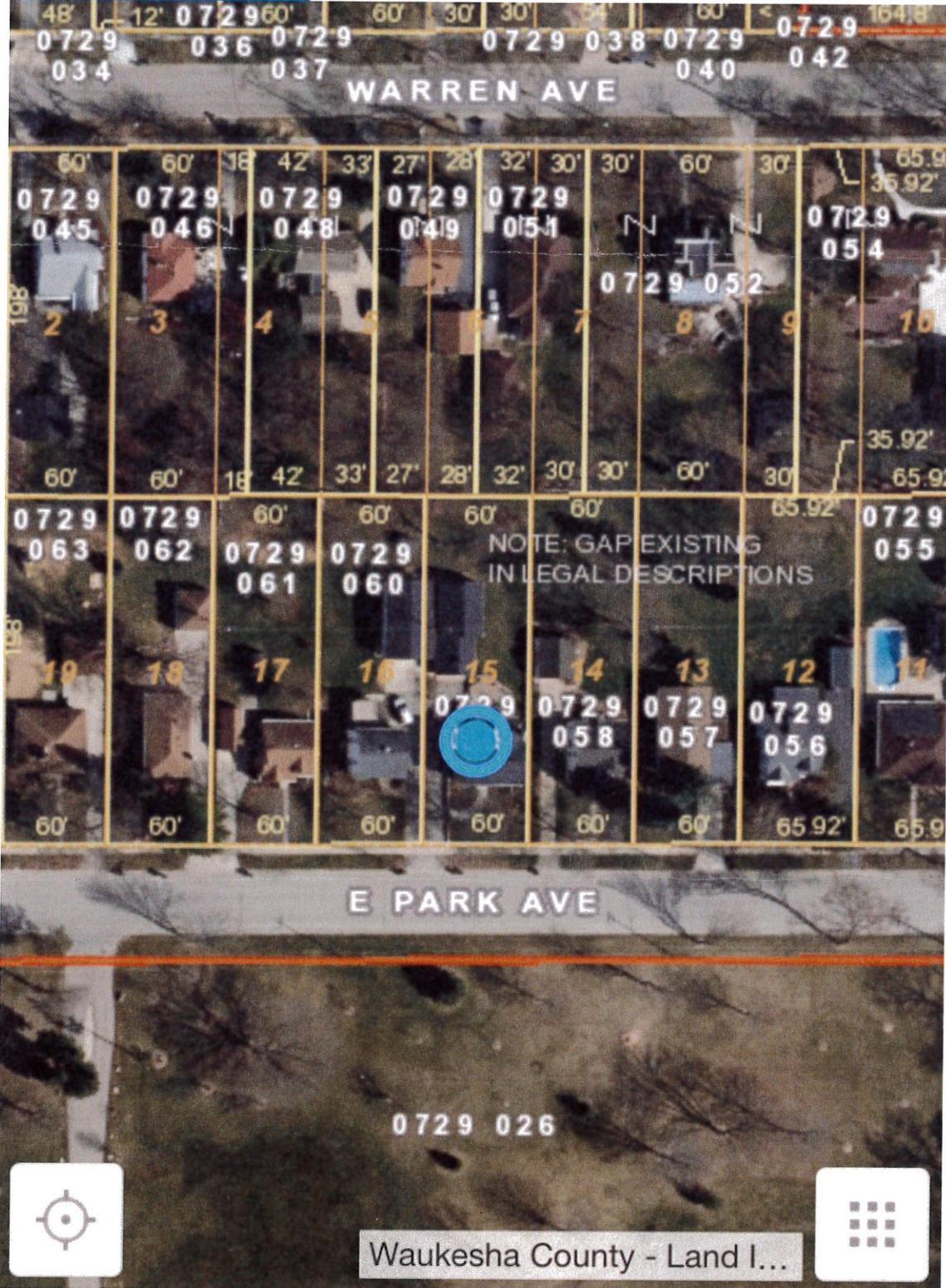
200 E Park Ave
E PARK AVE

Waukesha County - Land I...



I want to...

200 E Park Ave



Waukesha County - Land I...





ORDINANCE NO. _____

AN ORDINANCE ANNEXING TERRITORY TO
THE VILLAGE OF HARTLAND, WISCONSIN
PURSUANT TO WIS. STAT. § 66.0217(2)

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

SECTION 1. Territory Annexed. In accordance with sec. 66.0217(2) of the Wisconsin Statutes and the Petition for Direct Annexation By Unanimous Approval filed with the Village Clerk on the 5th day of September, 2018 unanimously signed by the owners of all of the land in area in the territory within the Town of Merton, Waukesha County, Wisconsin described in Exhibit A and Exhibit B, which are attached hereto and incorporated by reference, is annexed to the Village of Hartland, Wisconsin. The current population of such territory is zero (0).

SECTION 2. Effect of Annexation. From and after the effective date of this Ordinance the territory described in Section 1 shall be a part of the Village of Hartland for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the Village of Hartland.

SECTION 3. Ward Designation. The territory described in Section 1 of this Ordinance is hereby made a part of Ward 12 of the Village of Hartland, subject to the ordinances, rules and regulations of the Village of Hartland governing wards.

SECTION 4. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.¹

SECTION 5. Effective Date. This ordinance shall take effect upon and be in full force after adoption and the later of the date of proper publication or the full execution of the Planned Unit Development Agreement in this matter. In the event the Planned Unit Development Agreement has not been executed by March 31, 2019, this ordinance shall be null and void and without effect~~the effective date of an ordinance effecting zoning on this parcel. In the event the ordinance effecting zoning is not effective by March 1, 2019, this ordinance shall be null and void and without effect.~~

Passed and approved this _____ day of
_____, 2018.

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

ATTEST:

Bill for an Ordinance No. 10/22/2018-01

DRAFT – with revisions as of December 5, 2018

Darlene Igl, MMC, WCPC, Village Clerk

VILLAGE OF HARTLAND

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF HARTLAND

WHEREAS, The Village of Hartland has received a request to consider the zoning of properties requested for annexation from the Town of Merton that are to be included in a proposed residential development and more specifically the approximately 39.8 acre area located east of the Mary Hill subdivision and north of CTH K including Parcels MRTT0387997 and MRTT0387996 to RS-1 Residential Single Family District with a Planned Unit Development (PUD) Overlay District to allow a single-family residential development in condominium ownership; and

WHEREAS, The Village of Hartland Plan Commission has considered the request and has recommended approval of RS-1 Residential Single Family District with both Planned Unit Development (PUD) and Upland Conservancy Overlay Districts and finds that it is necessary and desirable to establish the zoning of this property as noted above; and

WHEREAS, The Village Board of Trustees conducted a Public Hearing regarding this proposed change on October 22, 2018.

NOW THEREFORE, THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DO ORDAIN AS FOLLOWS:

Section 1: The Village of Hartland Zoning Map is hereby amended to zone the following properties located east of the Mary Hill subdivision and north of CTH K including Parcels MRTT0387997 and MRTT0387996 to RS-1 Residential Single Family District with both Planned Unit Development (PUD) and Upland Conservancy Overlay Districts as shown in the attached Exhibit A.

Section 2: If any section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of such ordinance.

Section 3: This Ordinance shall take effect and be in full force after adoption and the later of the date of proper publication or the effective date of an ordinance effecting annexation of this parcel. In the event the ordinance effecting annexation is not effective by March 31, 2019, this ordinance shall be null and void and without effect~~the full execution of the Planned Unit Development Agreement in this matter. In the event the Planned Unit Development Agreement has not been executed by March 1, 2019, this ordinance shall be null and void and without effect.~~

Adopted this _____ day of _____, 2018.

VILLAGE OF HARTLAND

ATTEST:

By: _____
Jeffrey Pfannerstill, Village President

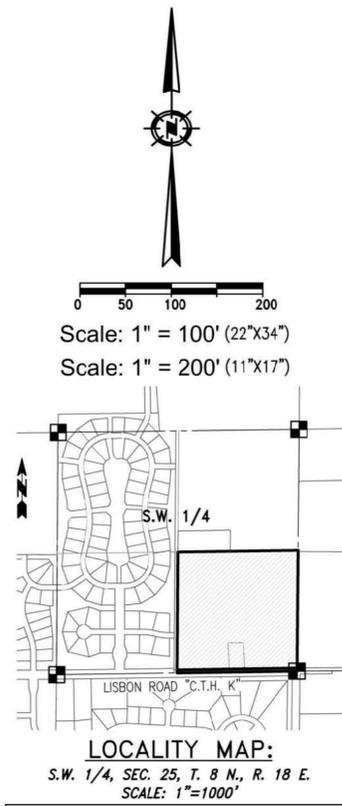
Darlene Igl, MMC, WCPC, Village Clerk

H:\CD\9000\953\17005-01\PRELIMINARY\JUNGBLUTH_PRELIM_COVER & SITE PLAN.DWG



NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

PARKING SUMMARY	
GARAGE	= 2/UNIT = 100 SPACES
DRIVEWAY	= 2/UNIT = 100 SPACES + GUEST SPACES = 33 SPACES
TOTAL	= 233 SPACE (4.6 SPACES/UNITS)



DATA SUMMARY TABLE	
50 Condominium Units	
Total Area (Including R.O.W.)	= 39.81 acres
Future CTH "KE" Area	= 1.51 acres
Future CTH "K" Area	= 0.27 acres
Total Project Area = 38.03 acres	
Existing INRA Area	= 14.37 acres
South INRA to be removed	= -1.52 acres
Proposed INRA Area	= 12.85 acres
Net Density = (50/38.03) = 1.32 units/acre	
Total Road Length = 3,700 l.f.	

Development Summary
Proposed Zoning: RS-1 PUD
Village of Hartland
"Clustered Conservancy Community"
50 - Single Family Condominiums

Common Area = 23 acres
Outdoor Amenity Areas, Walking Trails, Landscape Buffers & Open Space

Setbacks:
Interior Public Road Setbacks (Minimum) = 45' to Centerline (15' to ROW)
25' to curb at cul-de-sacs (15' to ROW)
Min Lisbon Rd Setback = 100'
Future CTH KE Setback = 100'
Min Bldg - Bldg Setback = 25'
Min Rear Yard Setback = 25'

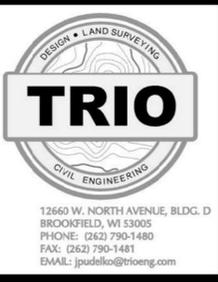
ISOLATED NATURAL RESOURCE AREA NOTE:
Isolated Natural Resource Area boundary shown hereon was delineated by Wetland & Waterway Consulting (Dave Meyer) on 7/22/18 and field surveyed by Trio Engineering, LLC in August, 2018.

HORIZONTAL DATUM PLANE:
All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the S.W. 1/4 of Section 25, Town 8 North, Range 18 East, bears North 89°09'28" East.

VERTICAL DATUM PLANE:
All elevations are referenced to the National Geodetic Vertical Datum of 1929 via a ground survey by Trio Engineering, LLC, and Waukesha County GIS topographic data.

DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
12660 W. NORTH AVENUE, BLDG D
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481



PROJECT:
THE GLEN AT OVERLOOK TRAILS
SINGLE FAMILY CONDOMINIUM DEVELOPMENT
VILLAGE OF HARTLAND, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
08/27/18	PRELIMINARY SUBMITTAL
11/19/18	PUBLIC STREETS
11/27/18	PAVED TRAILS

DATE:
NOVEMBER 27, 2018

JOB NUMBER:
17005

DESCRIPTION:
OVERALL PROPOSED SITE PLAN

SHEET
C1.0

PRELIMINARY CONDOMINIUM PLAT OF THE GLEN AT OVERLOOK TRAILS

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

DATA SUMMARY TABLE

50 Condominium Units		Development Summary	
Total Area (Including R.O.W.)	= 39.81 acres	Proposed Zoning:	RS-1 (PUD)
Future CTH "KE" R.O.W.	= 1.51 acres	Village of Hartland "Clustered Conservancy Community"	
Proposed CTH "K" R.O.W.	= 0.27 acres	50 - Single Family Condominiums	
Total Project Area	= 38.03 acres	Common Area	= 22.9 acres
Existing INRA Area (Per SEWRPC 2010 GIS Data. Excludes 1.52 acre area south of SEWRPC INRA boundary flagged by Meyer 2018)	= 12.85 acres	Outdoor Amenity Areas, Walking Trails, Landscaped Buffers & Open Space	
Net Density	= (50/38.03) = 1.32 units/ac	Setbacks:	
Total Road Length	= 3,700 l.f.	- Internal Public Road Setback	= 15' Front Setback (45' to Centerline)
		- 25' to back of curb at cul-de-sacs	
		- Min Lisbon Rd Setback	= 100'
		- Future CTH KE Setback	= 100'
		- Min Bldg - Bldg Setback	= 25'
		- Min Rear Yard Setback	= 25'

PARKING SUMMARY

GARAGE	= 2/UNIT = 100 SPACES
DRIVEWAY	= 2/UNIT = 100 SPACES + GUEST SPACES = 32 SPACES
TOTAL	= 232 SPACE (4.64 SPACES/UNIT)

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 25, TOWN 8 NORTH, RANGE 18 EAST, BEARS N89°09'28"E.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.

LEGAL DESCRIPTION:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 25; said point being the place of beginning of lands hereinafter described;

Thence South 89°09'28" West and along the South line of the said Southwest 1/4 Section and the centerline of "Lisbon Road" (C.T.H. "K"), 1313.71 feet to a point; Thence North 00°25'53" East and along the West line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1320.25 feet to a point; Thence North 89°12'56" East and along the North line of the said Southeast 1/4 of the said Southwest 1/4 Section, 1315.45 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'30" West and along the said East line of the said Southwest 1/4 Section, 1318.955 feet to the point of beginning of this description.

Said Parcel contains 1,734,293 Square Feet (or 39.8139 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE GLEN AT OVERLOOK TRAILS" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 5rd day of DECEMBER, 2018.

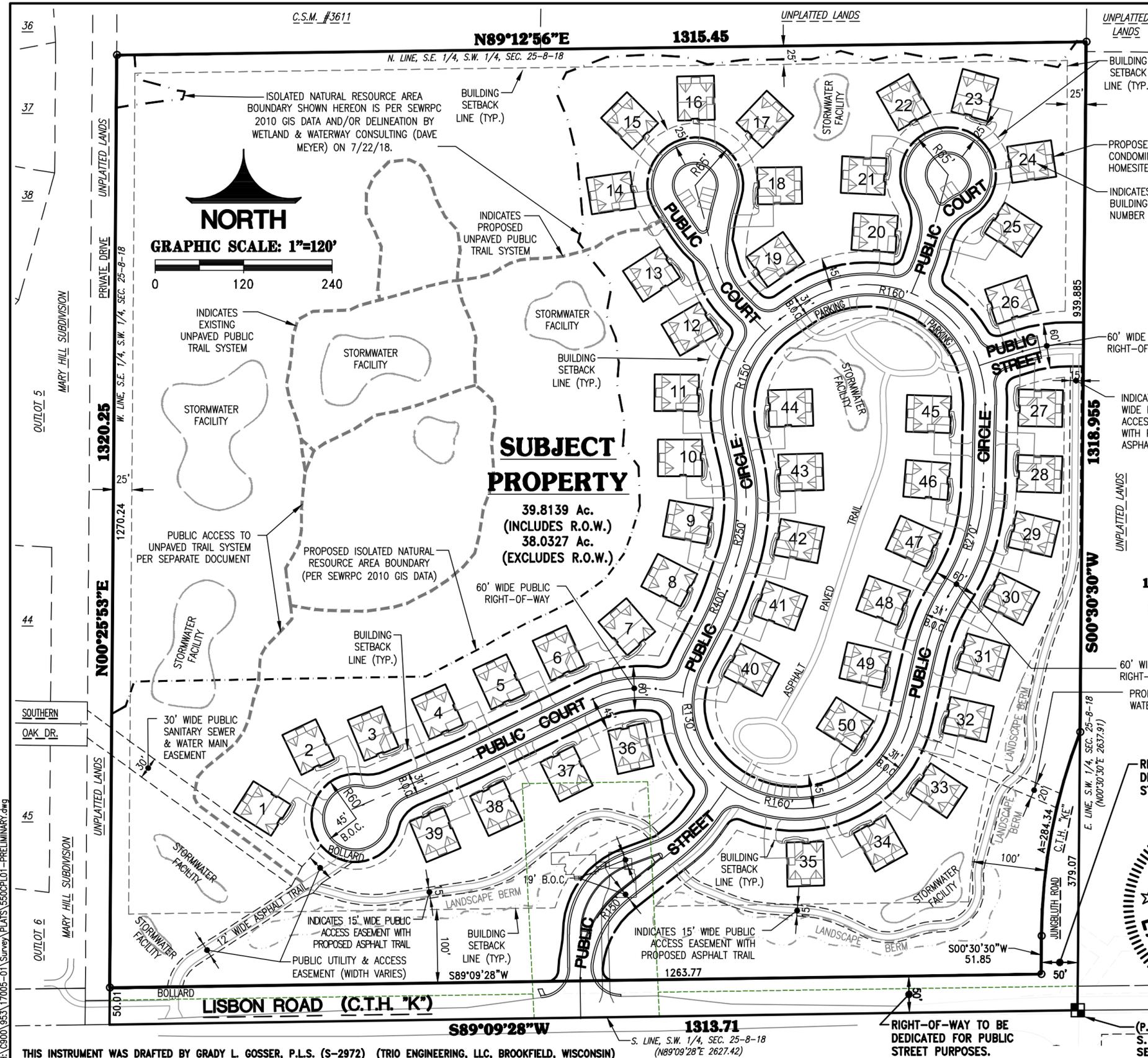
Grady L. Gosser
Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

DATE: 12/05/18

PAGE 1 OF 1



12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



H:\C9000_963\17005-01\Survey\PLATS\5500PLOT1-PRELIMINARY.dwg

1 any of its members, acting individually or in concert with another, engage in or
2 encourage any illegal strike or illegal work stoppage or any other type of illegal job
3 action against the Village during the term of this Agreement, the deductions and
4 payments of Association dues made in accordance with this Agreement, and any
5 voluntary dues deductions (check-off) privileges, shall be terminated forthwith by
6 the Employer.

7 E. Responsibilities of the Employer And The Collective Bargaining Representative:

- 8 1. If, through inadvertence or error, the employer fails or neglects to make a
9 deduction, which is properly due and owing from the officer's paycheck,
10 such deduction shall be made from the next paycheck of the officer and
11 submitted to the collective bargaining representative. The employer shall
12 not be liable to the collective bargaining representative, officer or any other
13 party by reason of the requirements of this section of the Agreement for the
14 remittance or payment of any sum other than those constituting actual
15 deductions made from officer wages earned.
- 16 2. The collective bargaining representative shall indemnify and save the
17 Village harmless against any and all claims, demands, suits, orders,
18 judgments, or other forms of liability that shall arise out of, or by any reason
19 of, action taken or not taken by the Village under this section.

20 F. Dues Deduction: The Employer agrees to deduct payroll dues from the pay of
21 officers who individually sign voluntary checkoff authorization forms supplied by
22 the Association which shall include the following statement: "I, the undersigned,
23 hereby authorize the Village to deduct Association dues from my wages each and
24 every paycheck and direct that such amount so deducted be sent to the Treasurer of
25 the Association for and on my behalf. The authorization shall be irrevocable and
26 shall automatically renew itself for successive years unless I give thirty (30) days
27 written notice to the Village and the Association of my desire to change the amount
28 or revoke the dues deduction at the end of such thirty (30) day period or at the end
29 of such year.

1 NAME _____ DATE
2 WITNESS _____ DATE _____ "

3 The Employer agrees to deduct the appropriate amount from each paycheck of each
4 officer requesting such deduction following receipt of the above enumerated
5 statement and shall remit the total of such deductions to the Treasurer of the
6 Association within ten (10) days of the date such deductions were made with a list
7 of the names that the deductions have been deducted from. Any changes in the
8 amount to be deducted shall be certified to the Employer by the Treasurer of the
9 Association at least (30) days prior to the effective date of such change.

10
11 **ARTICLE III - MANAGEMENT RIGHTS**

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

- 17 A. To direct all operations of the Police Department.
- 18 B. To hire, evaluate, promote, train, transfer, assign and schedule officers in positions
19 with the Village; and to suspend, demote, discharge or take other disciplinary action
20 against officers other than probationary officers for just cause pursuant to the Rules
21 and Regulations of the Village of Hartland Police Department.
- 22 C. To layoff officers from their duties.
- 23 D. To determine the methods, means, number of personnel needed to carry out the
24 Police Department mission.
- 25 E. To introduce new or improved methods or facilities.
- 26 F. Change existing methods or facilities.
- 27 G. Contract out for goods and/or services. The Association recognizes that the Village
28 of Hartland has statutory and charter rights and obligations in contracting for
29 matters relating to municipal operation. The rights of contracting or subcontracting

1 are vested in the Village. The right to contract or subcontract shall not be used for
2 the purpose or intention of undermining the Association, nor to discriminate against
3 any of its members. The rights of contracting or subcontracting shall be used in the
4 event of an emergency, strike, work stoppage, or essential public need where it is
5 uneconomical for Village officers to perform said services.

6 H. To take whatever action must be necessary to carry out the functions of the Police
7 Department in situations of emergency.

8 I. To direct the officers of the Village including the right to assign work and overtime.

9 The Association agrees that it will not attempt to abridge these Management Rights, and
10 the Village agrees that it will not use these Management Rights to interfere with the rights of the
11 Association as established under this Agreement, or under Wisconsin Statute.

12
13 **ARTICLE IV - SECTION 125 PLAN**

14 **Section 4.01:** The employer shall make available to all officers a Section 125 Plan which
15 shall include insurance premiums, non-reimbursed medical expenses and child/dependent care.

16
17 **ARTICLE V - WAGES AND COMPENSATION**

18 **Section 5.01 - Wage Scale:**

19
20 **January 1, 2019 (2.0% on the hourly wage rate)**

Patrol Officer	Approximate Annual Wage	Approximate Biweekly Wage	Hourly Wage
Non Certified Officer	\$33,287.19	\$1,280.28	\$16.4219
Starting	\$59,129.82	\$2,274.22	\$29.1711
After 1 year	\$64,533.19	\$2,482.05	\$31.8368
After 2 years	\$69,939.81	\$2,689.99	\$34.5041
After 3 years	\$75,342.78	\$2,897.80	\$37.1696
After 4 years	\$80,747.98	\$3,105.69	\$39.8362
Detective	\$84,254.14	\$3,240.54	\$40.5068

21
22 **Section 5.02 - Pay Period:** Wage and benefit payments shall consist of equal biweekly

1 payments. The paychecks of each officer shall be paid on alternate Fridays.

2 **Section 5.03 – Longevity Payment:** Employees covered by this agreement, who have
3 completed five (5) full years with the Hartland Police Department, shall receive longevity pay
4 equal to 1.5% of their monthly salary each month. Longevity pay shall be paid bi-weekly.

5
6 **ARTICLE VI - WORK WEEK AND WORK DAYS**

7 **Section 6.01:** Patrol Officers of the Police Department covered by this agreement shall
8 work four (4) days on and have (2) days off and then repeating the cycle. A work day shall consist
9 of eight (8) hours and twenty (20) minutes (2027 hours per year). The normal work day consists
10 of the following normally scheduled shifts:

11 6:00 a.m. to 2:20 p.m.

12 2:00 p.m. to 10:20 p.m.

13 10:00 p.m. to 6:20 a.m.

14 The placement of normally scheduled work shifts in this Agreement in no way limits or
15 restricts the right of management to change the normally scheduled work shift provided that a
16 forty-eight (48) hour notice is given. The above notification requirement shall not apply to training
17 assignments. Management reserves the right to change an officer’s normally scheduled work days
18 to accommodate training for that officer.

19 **Section 6.02:**

20 a. Patrol Officers assigned as Detectives for their primary duties will normally work
21 Monday through Friday with Saturdays and Sundays off and a shift of eight (8) hours
22 per day (2080 hours per year). The schedule of days worked and the starting and ending
23 times of the workday shall be mutually agreed upon between the Detective and his/her
24 Supervisor with the Chief of Police retaining the right to schedule the hours worked if
25 a mutual agreement is not reached. The position will have the ability to use unlimited
26 personal switch days, which must be reasonable and approved by the Chief of Police
27 or the Chief’s designee. Management reserves the right to change an officer’s normally
28 scheduled work days to accommodate training for that officer.

29 b. Patrol Officers assigned as a Patrol Detective will receive a base rate of pay that is the

1 average of the Detective wage and the Patrol Officer wage with the assigned Officer's
2 current years of service as shown in Section 5.01. Patrol Detectives will retain the
3 schedule as described in Section 6.01 except the start time for Patrol Detectives shall
4 be mutually agreed upon between the Patrol Detective and his/her Supervisor with the
5 Chief of Police retaining the right to determine the schedule worked if a mutual
6 agreement is not reached. The position will have the ability to use unlimited personal
7 switch days, which must be reasonable and approved by the Chief of Police or the
8 Chief's designee. The Patrol Detective is only able to switch shifts with other Officers
9 when assigned to a patrol function. Management reserves the right to change an
10 officer's normally scheduled work days to accommodate training for that officer.

11 **Section 6.03 – Daylight Saving Time:** Officers on duty in the fall of the year when
12 Standard Time returns will be required an additional hour on their shift and will be
13 compensated at the appropriate overtime rate for that hour. Officers on duty in the
14 spring of the year when Daylight Saving Time (DST) is implemented will work a full
15 eight (8) hours and twenty (20) minute shift with such shift ending one (1) hour later
16 (e.g. 7:20am Central DST). Upon approval of their shift supervisor, Officers on duty
17 during this time change may begin their shift one hour early and end at the usual time
18 (e.g. 6:20am Central DST).

19 20 **ARTICLE VII - SHIFT SELECTION**

21 **Section 7.01:** When the Village determines that a vacancy exists on a shift, assignments
22 to that shift shall be made on the basis of seniority in classification. The most senior officer eligible
23 for shift reassignment shall have the option of accepting the reassignment.

24 The Employer shall post shifts on or about October 1 of each year from which officers will
25 select shifts for the ensuing year by seniority preference. Shift preference will be implemented as
26 soon as practicable following January 1 of each year.

27 **Section 7.02**

28 A. **Officer Switch Days:** Non-probationary officers of equal assignment may switch
29 full and half work shifts at no additional cost to the Village provided all of the

1 following conditions are met:

- 2 1. The switch is designated at the outset;
- 3 2. The switch (payback) is accomplished within the same calendar year;
- 4 3. The officers provide at least forty-eight (48) hours' notice of the switch;
- 5 and
- 6 4. The approval of the Police Chief or his/her designee is obtained.
- 7 5. Officers can switch shifts with any non-probationary officer of
- 8 equal assignment on any shift.
- 9 6. Half shift switches can be an extension of an officer's work shift or with
- 10 an officer who is normally not scheduled to work.
- 11 7. If the switch half shift is an extension at the end of an officer's shift, the
- 12 officer will start the switch time at the end of their shift and work 4 hours
- 13 and 10 min. (1420-1830, for example).
- 14 8. If the switch half shift is an extension at the beginning of an officer's shift,
- 15 the officer will start the switch time 4 hours and 10 min prior to the start of
- 16 their shift. (0150-0600, for example)
- 17 9. Half shift switches with an off duty officer will begin at the shift beginning
- 18 or halfway point of the officer being worked for.
- 19 10. It is understood that officers may not work double shifts and that each
- 20 officer is limited to eight (8) switches per calendar year.

21 **B. Personal Switch Days:** Non-probationary officers may switch shifts with
22 themselves provided that the following conditions are met and there is no additional
23 cost to the Village:

- 24 1. Both the work day and trade off day must be within 30 days of the current
25 date and within the same calendar year. The 30 day period is a rolling
26 period that is always counted from the current date, except for December
27 trade dates which must be accomplished by the end of the year.
- 28 2. A maximum of six (6) personal trade days can be done in a calendar year.
- 29 3. Trade days must improve or be neutral to the goal of having two officers

- 1 working on a shift.
- 2 4. Trades are subject to the approval of a supervisor.
- 3 5. All personal trades are for the same shift.
- 4 6. Vacation days have priority over personal trade days.
- 5 C. Overtime provisions shall not apply to switched shifts unless the officer is held
- 6 beyond the anticipated hours for a given switched shift.
- 7 D. Once a switch has been approved, the officers involved may not take holidays,
- 8 vacation days or comp time, or another switch to avoid working on the agreed
- 9 change date.
- 10 1. If an officer is legitimately sick, sick time use is not prohibited on the day
- 11 of the switch.
- 12
- 13

ARTICLE VIII - OVERTIME

Section 8.01 - Definition of Overtime:

- 15 A. Any officer that is required to perform work in excess of eight (8) hours and twenty
- 16 (20) minutes in any regularly scheduled work day shall be compensated at the rate
- 17 of time and one-half (1-1/2) the officer's regular hourly rate including any
- 18 Longevity or Education pay. Overtime will be paid biweekly. Overtime will be
- 19 authorized only by the Chief of Police or the Chief's designee.
- 20 B. Officers who are assigned to work and who work two (2) full eight (8) hour and
- 21 twenty (20) minute shifts within a twenty-four (24) hour period at the direction of
- 22 the Chief of Police or the Chief's designee, shall receive time and one-half (1-1/2)
- 23 for the second shift, which pay may not be taken as compensatory time off. This
- 24 benefit shall only be received as additional pay. Officers who volunteer to work
- 25 two (2) shifts within such period shall be paid at their regular rate of pay.
- 26 C. An officer who is scheduled to work and who works outside of the officer's
- 27 normally scheduled shift without a forty-eight (48) hour notice as prescribed in
- 28 Section 6.01, shall be entitled to an additional one-half (1/2) hour pay for each hour
- 29 worked outside of the officer's normally scheduled hours, or call in pay, whichever

1 is greater.

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

5 **Effective 01-01-2019, Longevity and Education pay were acknowledged in this*
6 *contract as included in an Officer's hourly wage rate for calculation of the overtime*
7 *rate, which has been Village practice in accordance with the law.*

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

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

17 B. If an officer is required to perform a duty function and that function requires them
18 to report to a specific location and starts within 1 hour (60 minutes) of their normal
19 shift start time on a scheduled work day, the call-in pay will be 1 hour (60 minutes)
20 at their current overtime rate. This section would not apply to emergency or early
21 call-in, but would apply to special events, crossing guard duty, court appearance,
22 or other special assignments. If the specific event starts beyond 1 hour (60 minutes)
23 of their normally scheduled shift start time on a scheduled work day, the 3 hour
24 call-in pay remains in effect.

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

27 A. The Association recognizes the need for maintaining adequate police protection for
28 the Village and agrees that these overtime compensatory days off shall be taken
29 only with the approval of the Chief of Police or his designee.

1 B. Officers may take their choice of days off as they wish, restricted only to seniority
2 and the proper staffing of the Police Department.

3 C. The Chief of Police or the Chief's designee shall keep an account record of a
4 compensatory time bank for each officer. Overtime worked, which an officer shall
5 designate as compensatory time, up to thirty three and one third (33.3) hours, shall
6 be placed into the compensatory time bank at the rate of time and one half (1-1/2).
7 Officers shall be able to use up to 7 days of compensatory time off annually. Any
8 additional overtime worked shall be paid out at the Officer's overtime rate and will
9 not regenerate the compensatory time bank. At the end of each pay period,
10 overtime in excess of that in the bank shall be paid out to the officer. Any accrued
11 compensatory time that is not used will be paid out in January of the following year
12 at the previous year's pay rate. No time shall be carried over to the following year.
13 Compensatory time off may be taken in increments of not less than two (2)
14 consecutive hours at either the beginning or end of a shift. Officers shall request
15 the use of compensatory time off at least forty-eight (48) hours prior to the
16 requested time off. The Chief or Police or designee may waive the forty-eight (48)
17 hour notice requirement.

18 **Section 8.04 – Seniority – Vacant Shifts/Overtime with 24 hours or more notice:** If a
19 shift becomes available with at least 24 hours notice to the Employer and the Employer decides to
20 fill such vacancy by offering the vacancy as overtime hours, the Employer shall offer the overtime
21 by seniority to all employees. If no one agrees to work the overtime, the Employer may order the
22 shift filled at its discretion.

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

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

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

29 **Section 8.05 – Seniority – Vacant Shifts/Overtime with less than 24 hours notice:** If

1 the vacancy has a duration of four hours or less and is contiguous to the shift of an officer(s)
2 currently on-duty, the hours will be offered to the currently on-duty officer(s) by seniority
3 (e.g.vacancy of 2:00 pm – 6:00 pm offered to on-duty day team officers).

4 A. For any other vacancy, a supervisor or their designee will give notice of the available
5 overtime via a department wide text message, and the employees will have 10 minutes
6 to respond. The overtime will be awarded to the most senior officer who has responded
7 within the 10 minute time period. An officer on vacation or holiday may respond to
8 work the overtime but will be paid time and one half (1 ½) not (2x) double time.

9 B. It is understood that consideration must be given to the time of day and the needs of
10 the department. The supervisor (or their designee) may choose to order an officer in
11 early based on reverse seniority. This provision will not be in effect when an
12 emergency situation exists or when the situation dictates that an officer with specialized
13 training is needed (e.g. evidence technician, photographer).

14 C. For purposes of this section, “emergency” is defined as that situation which presents a
15 threat to life, limb or serious damage to public and private property. This section shall
16 not be abused to the extent that shift privileges accorded seniority employees in a given
17 classification would be lost.

18 19 **ARTICLE IX - EDUCATIONAL INCENTIVE PAY**

20 **Section 9.01:** Employees covered by this agreement, who have acquired credits earned
21 from an accredited college or university, shall be compensated at the rate of one dollar and fifty
22 cents (\$1.50) per credit earned, per month, to a maximum of one hundred dollars (\$100.00) per
23 month. This payment shall be made biweekly. Effective for employees covered by this agreement
24 hired after January 1, 2019, such payment shall be applicable only to credits earned beyond the
25 minimum required to qualify as a Police Officer for the Village of Hartland.

26 27 **ARTICLE X - UNIFORM REPLACEMENT AND MAINTENANCE**

28 **Section 10.01:** Upon appointment to the Police Department each officer shall be provided
29 with a full uniform at Village expense. The Chief of Police shall determine from time to time what

1 constitutes a full uniform. Generally, a full uniform will consist of:

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

4 1 Summer Uniform (including e.g., 2 pair of uniform trousers, 2 short sleeve shirts).

5 1 Dress Hat 1 Holster

6 1 Raincoat and Hat Cover 2 Outer Badges

7 2 Uniform Ties 1 Hat Badge

8 1 Hand Gun 1 Wallet/ID Badge

9 1 Gunbelt 2 Nameplates

10 1 Pair of Handcuffs 2 ID/Photocard

11 1 Handcuff Case 2 HPD Collar Pins

12 2 Magazines and Pouches 1 Duty Bag

13 1 Armor Vest and Vest Carrier Handgun Ammunition

14 1 Personal Protection 1 Pair Shooter's glasses

15 Equipment Kit (including TB mask) 1 Riot Helmet

16 1 Firearms Hearing Protection 1 HPD Tie Clasp

17 2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)

18 1 Flashlight 1 Weapon Light (if desired)

19 1 Whistle and Lanyard 1 Pair of Duty Boots

20 1 Earpiece for Radio (if desired)

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

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

1 following items:

- 2 All Handgun Ammunition 2 HPD Collar Pins
- 3 1 Personal Protection Equipment Kit (including TB mask)
- 4 2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)
- 5 1 Hand Gun 1 Hat Badge
- 6 1 Gunbelt 1 Wallet/ID Badge
- 7 1 Pair of Handcuffs 2 ID/Photocard
- 8 1 Handcuff Case 2 Magazines and Pouches
- 9 2 Outer Badges 1 Firearms Hearing Protection
- 10 1 Holster 1 Riot Helmet
- 11 1 Pair Shooter's Glasses 1 Weapon Light
- 12 1 HPD Tie Clasp

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

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

22 **Section 10.03 - Uniform and Equipment Allowance:** After one (1) year of employment,
23 each officer shall have an amount set aside with the Village Treasury to be drawn for uniform
24 replacement and maintenance, as needed on a voucher system, but not to exceed five hundred
25 dollars (\$500.00). Payment shall be made only upon submission of bills or receipts to the Village.
26 A bank shall be created, and officers shall be allowed to carry over up to four hundred dollars
27 (\$400.00) per year, but they shall not be allowed to maintain any more than nine hundred dollars
28 (\$900.00).

29 Officers shall be allowed to use the Uniform and Equipment Allowance to purchase an off-

1 duty firearm once every ten (10) years. The purchase of an off-duty firearm must be pre-approved
2 by the Chief of Police. It is understood that the off-duty firearm is property of the Village of
3 Hartland. If an officer is terminated or leaves due to a termination agreement, the officer's off-
4 duty weapon shall be returned to the Village. If an officer resigns on his own accord prior to
5 retirement, the officer shall have the option to purchase the off-duty weapon at the then current
6 market value. If the officer retires from the Police Department under the terms and conditions set
7 forth under the Wisconsin Retirement System, ownership of the off-duty weapon shall transfer
8 from the Village to the officer without any cost. The replacement of uniform or equipment items,
9 including footwear, because of wear and/or condition, except for firearms, handcuffs, or defensive
10 weapons, can be made by the choice of a member or by the Chief of Police. All draws over \$500
11 against this clothing allowance account shall be preceded by a purchase order made out to the
12 designated Police Department supplier. Payment to the supplier shall be made by the Village Clerk
13 only after receipt of a Voucher having a copy of the supplier's bill attached. If the non-list vendor
14 will not accept a Village Purchase Order and recognize the Village's sale tax exempt status, the
15 sales tax will be deducted from the officer's clothing allowance account. All shipping and handling
16 charges will also be deducted from the officer's clothing allowance account. Anytime the Chief
17 of Police shall designate a uniform change, such as color or type of uniform or patches, the Village
18 shall pay each officer the amount necessary to replace the officer's present uniform items which
19 are in a serviceable condition, if the Chief of Police orders a change to the new uniform article.
20 This section does not apply to an order from the Chief of Police to an officer to replace a uniform
21 or equipment item because of its worn, unserviceable condition. The uniform and equipment
22 allowance shall primarily be for uniform or work purposes and cannot be used to purchase an item
23 of general clothing which would not be commonly found at a police supply store.

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

25 Five hundred dollars (\$500.00) shall be considered a prorated bank earned at the rate of
26 one hundred twenty-five dollars (\$125.00) per quarter on the first day of the quarter.

27 The full bank will be available to officers as of January 1 of each year as needed pursuant
28 to the above requirements. An officer who retires, resigns or is dismissed during the year shall
29 have any excess uniform allowance money spent in excess of the officer's prorated bank deducted

1 from the officer's Termination of Employment Compensation (Article XIX).

2 **Section 10.04 - Armor Vests:** A vest replacement fund shall be established for all officers
3 at the rate of one hundred twenty-five dollars (\$125.00) per officer per year with a maximum
4 accumulation of six hundred dollars (\$600.00). The vests that will be provided by the employer
5 must provide protection to the officer which at a minimum would protect them from their own
6 firearms. Vests that are provided by the Village must be worn at all times unless noncompliance
7 with wearing the vest has been approved by the Chief of Police or meets one of the mutually agreed
8 exceptions. Officers who wish to purchase a vest and/or ballistic shield that exceeds the amount
9 of money allocated above shall be allowed to take the additional monies from their clothing
10 allowance referenced in Section 10.03 to make up the difference. Any costs in excess of available
11 allowances shall be borne by the officer.

12
13 **ARTICLE XI - HOSPITALIZATION, DENTAL & SURGICAL CARE INSURANCE**

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

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

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

1 a flexible spending account for each officer who selects the family plan.

2 **Section 11.02:** The Village shall provide coverage through a self-funded arrangement
3 administered by Delta Dental with an annual plan maximum of Fifteen Hundred Dollars (\$1,500)
4 per person. The Village shall pay the monthly premiums for each officer of the Police Department,
5 and the officer's family in the case of married officers. The Village may from time to time, change
6 the insurance carrier, plan administrator or provide insured dental care benefits if it elects to do so
7 provided the coverage afforded officers is equivalent or comparable. The Village shall notify the
8 Association in writing at least thirty (30) days prior to any change in carrier.

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

11 12 **ARTICLE XII - LONG TERM DISABILITY INSURANCE**

13 **Section 12.01:** The Employer agrees to adopt such resolutions as are necessary to
14 participate in the Long Term Disability Plan (basic plan) administered by the Department of
15 Employee Trust Funds. Participation shall be governed by the rules of the Department.

16 17 **ARTICLE XIII - LIFE INSURANCE**

18 **Section 13.01:** The Village shall provide and maintain term life insurance on the lives of
19 all officers of the Police Department in an amount equal to the officers' gross amount of earnings,
20 which if not in even thousands, is increased to the next higher thousand.

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

23 24 **ARTICLE XIV - VACATION**

25 **Section 14.01:** To qualify for vacation under this Article, an officer of the Police
26 Department must be full time. All vacation selections must be approved by the Chief of Police or
27 the Chief's designee.

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

29 1. Officers taking vacation days in blocks of four (4) or more working days

1 will be granted such vacation so long as not more than a total of two (2)
2 officers from the requesting officer's shift are known to be absent at any
3 one time at the time the vacation days are requested, unless otherwise
4 authorized by the Chief of Police or the Chief's designee.
5

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

3
4 8. Officers who take vacation in the first half of the shift would commence
5 their vacation at 6:00 a.m., 2:00 p.m. or 10:00 p.m., whichever is
6 appropriate for the shift they are working. If the employees take their
7 vacation on the second half of the shift, the vacation would commence at
8 10:10 a.m., 6:10 p.m. or 2:10 a.m., whichever is appropriate for the shift
9 they are working. Any reference to a day's pay throughout the collective
10 bargaining agreement will reflect eight (8) hours and twenty (20) minutes.

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

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

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

22

1 probationary period which period shall begin on the date of hire and end in accordance with this
2 Section after expiration of one (1) year from the beginning of said Officer's field training. At the
3 end of the probationary period, or at any time during the probationary period, the Chief of Police
4 shall recommend to the Fire and Police Commission to:

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

10
11
12
13 **ARTICLE XVIII - LEAVE AND ABSENCES**

14 **Section 18.01 - Sick Leave:**

- 15 A. Each officer of the Police Department, from the time of hiring, shall be granted
16 twelve (12) days of sick leave per year of employment, which sick leave shall
17 accrue at a rate of one (1) day per month with the first payroll of the month.
- 18 B. Unused sick leave may be accumulated to a maximum of one hundred seventy two
19 (172) days. An amount equal to fifty percent (50%) of a retiree's accumulated sick
20 leave time not to exceed 600 hours paid at the rate of pay in effect at the time of
21 retirement may be used to provide a fund which shall be used to pay the health
22 insurance premiums for the retiree until the fund is exhausted.
- 23 C. Sick leave benefits shall begin on the first day of absence and continue until the
24 officer returns to work or has used all accumulated sick leave. Officers who are
25 sick and unable to report to work shall notify the officer in charge, whenever
26 possible, at least sixty (60) minutes before the start of the regular shift or
27 assignment, or earlier. Officers who repeatedly fail to give the sixty (60) minute
28 notice shall be subject to discipline.
- 29 D. Officers shall maintain regular communication with Police Department supervisors

1 throughout the duration of their illness including daily communication if the
2 anticipated return to work has not been previously established.

- 3 E. Officers who abuse sick leave benefits by fraud, deceit or falsified statement are
4 subject to discipline.

5 **Section 18.02 - Bereavement Leave**

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

- 9 1. Immediate family is defined as an employee's spouse, children, grandchildren,
10 stepchildren, parents, stepparents, grandparents, brothers, sisters, and spouse's
11 parents.

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

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

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

22 **Section 18.03 - Injury on Duty Leave:**

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

- 26 1. This period of time shall not be deducted from the officer's sick leave or
27 accumulated sick leave.

- 28 B. If the injury is of the duration in which Worker's Compensation is paid to the
29 officer, the Village will pay the difference between the amount paid by Worker's

1 Compensation and the officer's regular rate of pay for three hundred sixty five (365)
2 days. The officer must substantiate to the Village's satisfaction, actual receipt and
3 amount of each Worker's Compensation payment.

4 C. Any officer who has been injured on duty must provide a doctor's certificate
5 indicating that the officer has recovered and is fit for the duty to which the officer
6 was assigned at the time the officer was injured or a substitute duty assignment as
7 may be prescribed by the Chief of Police, before the officer may return to duty.

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

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

14
15 **Section 18.04 - Leave for Association Business:**

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

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

22 **Section 18.05 - Military Leave:**

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

27 B. Upon returning from active duty with the Armed Forces, providing that the officer
28 reports for duty with the Police Department within seven (7) days after being
29 honorably discharged from the Armed Forces, the officer shall be re-instated to the

1 same position the officer held prior to military leave, and with such seniority as if
2 the officer's service had been continuous, and the officer shall receive whatever
3 wages and benefits as are then in force for other officers of the Police Department.

4 C. If an officer of the Police Department is a member of any Reserve unit of the Armed
5 Forces of the United States, or of the National Guard, and is required to attend
6 training periods other than regular meetings, and which are of more than several
7 hours of duration, the officer shall be granted a leave with pay for that period of
8 time.

- 9 1. Leave described in this section shall not be considered as a vacation period.
- 10 2. The wages of the officer shall be reduced by any payment that the officer
11 receives from the Federal or State Government for this period of training.

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

17 **Section 18.06 - Holidays:**

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

- 20 1. The Association recognizes the need for maintaining adequate Police
21 protection for the Village and the Association agrees that these holidays
22 shall be taken only with the permission of the Chief of Police or the Chief's
23 designee.
- 24 2. Officers may take their choice of days off restricted only by seniority and
25 staffing requirement of the Police Department with the prior written
26 approval of the Chief of Police or the Chief's designee.
- 27 3. The Officer must designate the holiday requested in writing to the Chief or
28 the Chief's designee not later than April 1st of each year to exercise seniority
29 rights. Any officer failing to do so shall forfeit any seniority rights of

1 holiday choices and subsequent requests for holidays off shall then be
2 approved on a first come first serve basis.

- 3 4. Requests for holidays must be made forty-eight (48) hours in advance and
4 approved by the Chief or Police or designee. Any time notification
5 requirements may be waived by the Chief or Police or designee.
6

7 **ARTICLE XIX - TERMINATION OF EMPLOYMENT COMPENSATION**

8 **Section 19.01:** When an officer of the Police Department terminates his/her employment,
9 the officer shall be paid in a lump sum.

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

12 **Section 19.02 - Exceptions:** Any officer of the Police Department who resigns without
13 giving at least thirteen (13) days' notice of intention to resign, in writing; shall forfeit his/her rights
14 under this Article, and shall not be eligible for payment of any benefits listed, except for vacation
15 days earned prior to his/her resignation date.
16

17 **ARTICLE XX - RULES OF CONDUCT AND MAINTENANCE OF EQUIPMENT**

18 **Section 20.01:** The Village and the Association agree that the theory of participatory
19 management is an effective and reasonable method for maintaining an understanding of the
20 employer-officer relationship.

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

27 The Association agrees that the authority to promulgate rules of conduct for the
28 Police Department rests solely in the office of the Chief of Police. The Village and
29 the Association agree to resolve disagreements regarding rules of conduct changes

1 made in a non-emergency circumstance and which are alleged to be unreasonable
2 or non-job related through the grievance procedure.

3 B. The Village agrees that it will not intentionally require employees covered by this
4 agreement to use equipment which will adversely affect their health or safety. The
5 Association agrees that it will not make unreasonable demands for equipment
6 and/or facility purchases and recognizes that the approval and acquisition of all
7 equipment and facilities for the Police Department rests solely within the
8 Management Rights of the Village, (Article III).

9 The Village and the Association agree to resolve disagreements regarding
10 equipment which is alleged to be unsafe or which is alleged to be dangerous to the
11 health of employees covered by this agreement through the grievance procedure.

12
13 **ARTICLE XXI - GRIEVANCE PROCEDURE**

14 **Section 21.01:** Disciplinary actions shall not be subject to the grievance/arbitration
15 procedures. Such actions may be appealed to the Police and Fire Commission under Section
16 61.65(3g) Wis. Stats.

17 **Section 21.02 - Grievance Steps:**

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

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

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

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

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

7
8 The grievant shall discuss the grievance with the Village Administrator within three (3)
9 days after their presentation of the grievance to the Village Administrator.

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

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

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

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

26 The decision of the arbitrator shall be limited to the subject matter of the grievance and
27 shall be restricted solely to interpretation of the contract in the area where the alleged breach
28 occurred. The arbitrator shall neither add to, detract from nor modify the language of this
29 agreement in arriving at a determination of any issue presented that is proper for final and binding

1 arbitration. The arbitrator shall not have authority to grant wage increases or decreases.

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

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

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

15 C. An Association representative may accompany the grievant at any step in the
16 grievance procedure.

17 **ARTICLE XXII - SENIORITY**

18 **Section 22.01:** Seniority shall be defined as the length of continuous service in a
19 classification of all officers in the Police Department having arrest powers beginning with that
20 officer's latest date of hire.

21 **Section 22.02:** Layoffs and recalls shall be governed by Section 62.13(5m), Wis. Stats.

22 **Section 22.03:** An officer shall lose seniority upon the occurrence of:

- 23 1. Discharge;
- 24 2. Resignation;
- 25 3. Retirement;
- 26 4. Quitting;
- 27 5. Expiration of the two year re-employment period;
- 28 6. If the officer unreasonably fails to report for work for three (3) consecutive days
29 without first advising the Village of the officer's inability to report;

1 7. If the officer fails to report for work within five (5) days after the Village transmits
2 to the officer's last known address, by certified mail, a notice of recall from layoff.

3 **Section 22.04:** Any officer on probation under the terms of this Agreement shall have no
4 seniority rights. Any such officer shall be subject to dismissal for any reason without recourse to
5 the grievance procedure.

6 **Section 22.05:** After completion of the probationary period, an officer's seniority shall
7 relate back to his/her initial date of hire.

8 **Section 22.06 – Lateral Transfers:** A newly-hired Officer with at least three (3) years of
9 full-time experience as a certified law enforcement officer, in the forty-eight (48) months prior to
10 hire, will qualify for a lateral transfer to the Hartland Police Department with the following
11 conditions.

12 1. The Officer shall be granted up to eleven (11) days of vacation upon hire, which
13 will be prorated based on the Officer's start date during the calendar year. The Officer will
14 accrue vacation based on the number of consecutive years of full-time certified law
15 enforcement officer employment in accordance with the provisions of the collective
16 bargaining agreement. The Officer will be allowed to use vacation time immediately upon
17 the start of employment, provided there is availability on the schedule and the Officer is
18 not on field training.

19 2. The Officer shall be granted forty (40) hours of sick leave upon hire. Thereafter,
20 additional sick leave will be earned in accordance with the provisions of the collective
21 bargaining agreement.

22 3. An Officer who receives an accelerated vacation benefit and terminates
23 employment prior to completing six (6) months of employment will not be eligible for a
24 vacation payout.

25 4. The Officer's rate of pay will be based on the number of consecutive years of full-
26 time certified law enforcement employment in accordance with the provisions of the
27 collective bargaining agreement.

28 5. The Officer's seniority date will be based on his/her hire date with the Hartland
29 Police Department.

1
2 **ARTICLE XXIII – PHYSICAL FITNESS TESTING**

3 **Section 23.01:** In recognition of the importance that physical fitness plays in the general
4 health and well-being of police officers and in consideration of the relationship between good
5 health, well-being and effective police services, the following physical fitness program is
6 implemented effective in calendar year 2009.

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

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

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

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

16
17 E. Assessment Testing: The physical fitness program shall contain five (5) events.

18 1. Cardiovascular Endurance (1.5 mile run)

- 19 a. Test will be conducted on a circular track, or other suitable area
20 b. Each participant will be timed for distance of 1.5 miles
21 c. 15.54 or less will count as a passing grade for 1.5 miles
22

23 2. Upper Body Strength (push-ups):

24 Push-Ups

- 25 a. Hands shoulder width apart
26 b. Straight back
27 c. Arm angle at elbow must go below parallel
28 d. Rest is only in the starting (up) position with back straight
29 e. There is no time limit. This is a maximum exertion test
30 f. 25 push-ups or more will count as a passing grade
31

32
33 3. Abdominal Strength

- 34 a. Feet restrained
35 b. Knees bent at 90 degrees
36 c. Hands overlapped behind the head

- d. Elbows break the plane of and touch the knees each time
- e. Shoulder blades touch floor each time (the head does not need to touch)
- f. Rest is only in the up position (elbows touching the knees)
- g. One minute time limit to complete the test
- h. 30 sit-ups or more within limit will count as a passing grade

4. Anaerobic Power (Vertical Jump)

- a. While standing, both arms outstretched overhead next to measuring device will determine starting point
- b. Vertical jump at measuring device
- c. One foot must be stationary before the jump (no running start)
- d. Best of three attempts will be scored
- e. A jump distance of 16 inches or more will count as a passing grade

5. Anaerobic Power (300 Meter Run)

- a. Test will be conducted on a circular track or other suitable area
- b. Each participant will be timed for a distance of 300 meters
- c. A time of 66 seconds or less will count as a passing grade

F. Benefits and Incentive: Employees who receive a passing grade shall be reimbursed the following:

G. An employee who attains a passing grade in all five events shall receive \$400.00. Employees who do not pass all events, shall receive \$50.00 for each test completed with a passing grade. This reimbursement will be used towards physical fitness related expenses to include, but not be limited to, health club memberships, exercise equipment, running shoes, martial arts, physical fitness medical evaluations not covered by health insurance and any other fitness related expenses as deemed appropriate by the Chief of Police or his designee. The reimbursement may not be taken in cash. Officers shall be allowed to carry over any money that remains in his/her account at the end of each calendar year. There shall be no maximum accumulation.

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

1 duty workouts.

2 I. Testing Participation: Employees who participate in the voluntary physical fitness
3 testing and do not receive a passing grade in all events may take the test over again if it is provided
4 by the Employer prior to the end of the calendar year.

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

10

11 **ARTICLE XXIV - NON DISCRIMINATION**

12 **Section 24.01:** The Village and the Association agree that no person will be denied
13 employment with the Police Department or full benefits under this Agreement on any basis
14 prohibited by state and/or federal law.

15

16 **ARTICLE XXV - NO STRIKE CLAUSE**

17 **Section 25.01:** Neither the Labor Association of Wisconsin, Inc. on behalf of the
18 Hartland Professional Police Association (HPPA) nor any of its officers or members will
19 instigate, promote, encourage, sponsor, engage in or condone any strike, picketing (other than
20 off-duty informational picketing), slowdown, concerted work stoppage, sympathy strike or any
21 other intentional interruption of work during the term of this Agreement and until a successor
22 agreement is ratified by both parties.

23 **Section 25.02:** Upon notification by the Village to the Association that certain of its
24 members are engaged in a violation of this provision, the Association shall immediately in writing
25 order such members to return to work, provide the Village with a copy of such an order, and a
26 responsible official of the Association shall publicly order them to return to work. In the event
27 that a strike or other violation not authorized by the Association occurs, the Association agrees to
28 take all reasonable, effective and affirmative action to secure the members' return to work as
29 promptly as possible. Failure of the Association to issue the orders and take the action required

1 herein shall be considered in determining whether or not the Association caused or authorized the
2 strike.

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

5 **Section 25.03:** Work actions and/or stoppages commonly referred to as "Blue Flu" but not
6 restricted to that term, shall be considered as a strike and shall be cause for the Village to act
7 immediately to provide for adequate police protection under its Management Rights powers.

8
9 **ARTICLE XXVI - SAVINGS CLAUSE**

10 **Section 26.01:** If any Article or section of any Article of this Agreement or any addenda
11 thereto, as it relates to matters under the exclusive control of the Village Board of the Village of
12 Hartland, should be held invalid by operation of law or by any tribunal of competent jurisdiction,
13 or if compliance with or enforcement of any Article or section of any Article should be restrained
14 by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

15 **Section 26.02:** The parties to this Agreement shall enter into immediate collective
16 bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such
17 Article or section of any such Article, as may have been stricken.

18 **Section 26.03:** This Agreement is subject to amendment, alteration, or addition only by a
19 subsequent written agreement between and executed by the Village and the Association where
20 mutually agreeable. The mutual waiver of any breach, term or condition of this contract by either
21 party hereto, shall not constitute a precedent in the future enforcement of all its terms and
22 conditions.

23
24 **ARTICLE XXVII - ENTIRE MEMORANDUM**

25 **Section 27.01:** The Village and the Association for the life of the Agreement, each
26 voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated
27 to bargain collectively with respect to any subject or matter specifically referred to or covered in
28 this Agreement.

1 **ARTICLE XXVIII - GENDER**

2 **Section 28.01:** All references to officers in the male or female gender shall be
3 interchangeable where applicable.

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20 **ARTICLE XXIX - TERM OF AGREEMENT**

21 **Section 29.01:** This Agreement shall become effective on January 1, 2019, and shall
22 remain in full force and effect until and including December 31, 2021. Either party wishing to
23 reopen the contract shall notify the other party by no later than September 1st of the year in which
24 the contract expires. Thereafter the parties shall mutually agree to a date to exchange proposals.

Dated this _____ of _____, 2018.

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 2020 and FY 2021

During the course of negotiations over the 2019-21 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 2020
 - 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 2020, 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 2020.
 - C. The presentation shall be made on or before October 1, 2019, 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 2020 by October 30, 2019, 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 2020 following a reasonable period of mediation, but not later than November 30, 2019, 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 2020 and 2021. If the parties are unable to agree to arbitrate 2020 only, they shall arbitrate both 2020 and 2021.
2. For 2021
- A. Wage adjustments, if any, for fiscal year 2021 will be determined using the same process as referenced above.
3. This agreement details a process for determining wage adjustments for 2020 and 2021 only. This agreement shall expire on December 31, 2021, 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 ____ day of December, 2018

For the Association:

For the Village:

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, 2019 - December 31, 2021

ORIGINAL – December 17, 2015

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Village of Hartland

Police Department
210 Cottonwood Avenue
Hartland, WI 53029
Emergency Dial 911
Non-Emergency (262) 367-2323
Fax (262) 369-2224

Torin J. Misko
Chief of Police

Rosario J. Collura
Deputy Chief of Police

S.M.A.R.T. AGREEMENT

The Suburban Mutual Assistance Response Teams (S.M.A.R.T.) are organized to provide a system of mutual aid among participating law enforcement agencies. The S.M.A.R.T. agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement agency to deal with effectively in terms of personnel, equipment and available resources. Each participating agency expresses its intent to assist the other participating agencies by assigning some of its personnel, equipment and available resources to a requesting agency as resources and situations allow. The specific intent of the S.M.A.R.T. agreement is to permit the law enforcement agency of each municipality to more fully safeguard the lives, persons, and property of all citizens. Seventy-one law enforcement agencies from Jefferson, Racine, Walworth, Kenosha, Milwaukee, and Waukesha counties participate in the S.M.A.R.T. agreement.

The S.M.A.R.T. agreement has not been substantially updated since it was developed in 1994 and is in need of updating to address certain inconsistencies within the terms and due to changes in the law. A summary of the changes include:

1. Division of liability risks. The prior Agreement was ambiguous to some extent as to responsibilities in the event of injuries or accidents arising during a S.M.A.R.T. response. The enclosed Agreement clarifies that issue by incorporating State law as shown in Section 4. The statutes require the following. Law enforcement officers can assist other officers outside their jurisdiction, and they are deemed to be employees of the Requesting Agency for purposes of liabilities arising out of that Mutual Aid work. The responding Agencies remain the employer of their officers for purposes of compensation, and wages and disabilities, but the Requesting Agencies must pay reimbursement of such costs. While we could attempt to reach different conclusions on these issues than State law requires, we would raise litigation issues by doing so. In the case of *Liebenstein v. Crowe*, 826 F. Supp. 1174 (Ed. Wis. 1992), the court refused to enforce a Mutual Aid contract which stated that the employees of each Participating Agency "shall continue to be employees of their employing municipality for all purposes." The court held that this was contrary to State law which imposes certain obligations on the Requesting Agency. The League of Wisconsin Municipalities has concluded that home rule municipalities can exercise home rule authority and choose not to be bound by the statute, which may be true, but creates some significant hurdles for the adoption of this Agreement. Home rule authority is exercised through charter ordinances, which are subject to referendum requirements in some cases, and moreover, towns and counties do not have home rule authority. I recommend, therefore, that we allow the State statutes to have their effect and avoid the possibility of dispute on these issues.

2. Cooperation. Past practice of participating agencies has been to waive reimbursement for minor responses. The overriding theory among the participants has been this: Sometimes we are the responding municipality and incur these costs, but other times we will be the requesting municipality; so

everyone wins when we help one another without unduly burdening the receiving municipality with response costs. There is no guarantee that any participant would waive costs. That said, the same spirit of cooperation that has guided this organization from its beginning would likely continue over time.

3. General terms. Certain general "boilerplate" terms have been added beginning in Section 6, largely to describe the current practices of S.M.A.R.T.

4. S.M.A.R.T. lack of corporate status. The Agreement has been modified to reduce the impression that S.M.A.R.T. has separate corporate status from the participating entities. It does not. S.M.A.R.T. is only a collection of participating law enforcement agencies and does not exist as an entity unto itself. This is a mutual aid agreement and it is administered by participating police chiefs and county sheriffs in their capacity as police chief or county sheriff for their municipality.

My recommendation is that the Hartland Police Department continues to be a part of S.M.A.R.T. and that the Village Board approves the agreement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Torin Misko". The signature is fluid and cursive, with a large initial "T" and "M".

Torin Misko
Chief of Police
Hartland Police Department

Resolution _____

**RESOLUTION TO APPROVE THE SUBURBAN MUTUAL ASSISTANCE
RESPONSE TEAMS AGREEMENT**

WHEREAS, the Suburban Mutual Assistance Response Teams (“S.M.A.R.T.”) have effectively provided law enforcement mutual aid to its participants since 1994; and

WHEREAS, the S.M.A.R.T. Mutual Aid Agreement has not been substantially updated since 1994; and

WHEREAS, the S.M.A.R.T. Mutual Aid Agreement is in need of updating to address certain inconsistencies within the terms and due to changes in the law; and

WHEREAS, we have received a recommendation from our Chief Executive Law Enforcement Officer, recommending that we enter the S.M.A.R.T. Mutual Aid Agreement which will update and replace the current Agreement and allow for our continued participation in this cooperative mutual aid, to better serve our municipality and the region.

NOW THEREFORE BE IT RESOLVED by the governing body for the municipality named below, that the S.M.A.R.T. Agreement is approved and the officials named below are authorized to execute the same on behalf of the municipality.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties on the _____ day of _____, 2018

[Municipality/Legal Jurisdiction]

[Municipal Official]

[Chief of Police or Sheriff]

ATTEST:

[Municipal Clerk/Witness]

[Municipality]

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

The undersigned Agencies agree pursuant to Wisconsin Statutes as follows:

Section 1. PURPOSE OF AGREEMENT

This Agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement Agency to deal with effectively in terms of personnel, equipment and available resources. Each Agency in S.M.A.R.T. expresses its intent to assist the other Agencies by assigning some of its personnel, equipment and available resources to permit the law enforcement Agency of each municipality to more fully safeguard the lives, persons and property of all citizens.

Section 2. DEFINITIONS

For the purpose of this Agreement, the following terms are defined as follows:

A. SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

The Wisconsin law enforcement Agencies participating in this Mutual Aid Agreement, collectively.

B. INCIDENT

A situation that potentially threatens or causes loss of life and/or property or exceeds the physical and organizational capabilities of a Law Enforcement Agency. Generally, the word "Incident" within this document refers to situations (emergencies) connected to a law enforcement response to severe storms, floods, hazardous material incidents, transportation accidents, large fires, public disorders, major crimes, barricaded subjects, hostage situations, searches, traffic control, terrorist activities, dignitary protection and other similar occurrences.

C. AGENCY

A law enforcement organization recognized by its city, village, town, county or state.

D. MUTUAL AID

A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of Incidents by Requesting Agencies by the Aiding Agency in accordance with the Police Incident Assignments as developed by the Police Chiefs and Sheriffs of the Participating Agencies. (The head of law enforcement for a Participating Agency is referred to herein as "Chief/Sheriff," and collectively the heads

of law enforcement for all Participating Agencies is referred to herein as "Chiefs/Sheriffs". Collectively, and individually the "Chief/Sheriff").

E. PARTICIPATING AGENCY

An Agency that commits itself to this Mutual Aid Agreement by adopting an ordinance or resolution authorizing participation in the program with other Agencies for rendering and receiving Mutual Aid in the event of an Incident in accordance with the Police Incident Assignments, that is accepted into membership. Eligible Agencies must operate in Southeastern Wisconsin, within the counties of Jefferson, Kenosha, Milwaukee, Racine, Walworth and Waukesha.

F. REQUESTING AGENCY

The municipality or legal jurisdiction in which an Incident occurs that is of such magnitude that it cannot be adequately handled by the local law enforcement Agency, that makes a request for Mutual Aid pursuant to this Agreement.

G. AIDING AGENCY

A municipality furnishing police equipment and personnel to a Requesting Agency, pursuant to this Agreement.

H. POLICE INCIDENT ASSIGNMENTS

A predetermined listing of Aiding Agency personnel and equipment that will respond to aid a Requesting Agency.

Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

The senior on-duty officer of each Participating Agency is authorized to participate with the Participating Agencies in Mutual Aid according to following:

- A. Whenever an Incident is of such magnitude and consequence that it is deemed advisable by the senior on-duty officer of the Requesting Agency to request assistance of the Aiding Agencies he or she is hereby authorized to do so under the terms of this Mutual Aid Agreement.
- B. The senior on-duty officers of the Aiding Agencies are authorized to and shall forthwith take the following action upon receipt of a request for aid pursuant to this Agreement:
 - 1. Promptly determine what resources are required according to the Mutual Aid Police Incident Assignments.
 - 2. Promptly determine if the required equipment and personnel may be committed in response to the request from the Requesting Agency.

3. If so, promptly dispatch the personnel and equipment required to the Requesting Agency in accordance with the Police Incident Assignments.
- C. The rendering of assistance under the terms of this Mutual Aid Agreement is not mandatory. The senior on-duty officer of the Aiding Agency may determine not to respond, for example, if the available personnel and equipment are required for the protection of the Aiding Agency. In that event it is the responsibility of the Aiding Agency to promptly notify the Requesting Agency of the same. The judgment of the senior on-duty officer shall be final.
 - D. The senior on-duty officer of the Requesting Agency, shall assume full responsibility and command for operations at the scene. He or she will assign personnel and equipment, of the Aiding Agencies, to positions when and where deemed necessary.
 - E. It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs exceed the resources of the Requesting Agency. Aiding Agencies will be released and returning to duty in their own community as soon as the situation is restored to the point which permits the Requesting Agency to adequately handle it with its own resources. Aiding Agencies may also return to duty in their own community at any time, upon notifying the senior on-duty officer of the Requesting Agency, if the senior on-duty officer of the Aiding Agency determines the required equipment and personnel should no longer be committed to the Incident.

Section 4. STATUTORY AUTHORITIES

This Agreement is entered pursuant to Wisconsin Statutes §66.0301. The following statutory rights and responsibilities shall apply.

- A. Wisconsin Statutes §66.0313: Law enforcement; mutual assistance.
- B. Wisconsin Statutes §66.0513: Police, pay when acting outside county or municipality.
- C. Wisconsin Statutes §895.35: Expenses in actions against municipal and other officers.
- D. Wisconsin Statutes §895.46: State and political subdivisions thereof to pay judgments taken against officers.

To ensure compliance with State laws and to avoid ambiguity, all future amendments and recodification of the foregoing statutes, and judicial interpretations thereof, are incorporated herein and shall apply. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

Section 5. COOPERATION

Nothing herein shall be interpreted to prevent member municipalities from voluntarily cooperating in law enforcement services, including voluntary sharing of equipment or facilities, and voluntarily providing services without seeking reimbursement of costs. Each Participating Agency hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with Participating Agencies. Such discretion includes, but is not limited to, the discretion to waive rights of reimbursement of costs incurred in customary, routine and ordinary activities involving costs, salaries and benefits other than worker's compensation. Such waiver of rights of reimbursement of costs for worker's compensation or significant events involving death or catastrophic injury shall be exercised by the Chief/Sheriff upon consultation with and approval by the municipality's governing body.

Section 6. INSURANCE

Each Participating Agency shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage, automobile liability coverage, workers compensation coverage, and such additional coverage and amounts as further specified by the Chiefs/Sheriffs. Such coverage shall be endorsed, if necessary, to cover claims arising out of contractual liabilities.

Section 7. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between the Participating Agencies, each of whom acts individually in the performance of this Agreement. There are no third party beneficiaries to this Agreement. No separate entities are hereby created.

Section 8. ADMINISTRATION

This Agreement shall be administered by the Chiefs/Sheriffs of the Participating Agencies. The Chiefs/Sheriffs are empowered to carry out the intentions of this Mutual Aid Agreement through all administrative means including the following:

- A. *Determination of membership.* The Chiefs/Sheriffs may determine eligibility for membership, accept new Agencies into membership, maintain records of who is currently a member at any time, determine criteria for termination from membership, and enforce termination of membership.
- B. *Membership fees/dues.* The Chiefs/Sheriffs may establish a fee to join into membership, and dues that may be required on a periodic basis to pay for the operations associated with administering this Agreement.
- C. *Officers and directors.* The Chiefs/Sheriffs may delegate their administrative responsibilities by creating administrative subunits, officers, directors and system managers, whose authority and duties may be described in by-laws and operating

procedures that the Chiefs/Sheriffs may adopt. All such officers, directors, by-laws and operating procedures in effect pursuant to the predecessor to this Agreement on the effective date of this Agreement remain in effect following the effective date of this Agreement.

- D. *Request and response protocols.* The Chiefs/Sheriffs may further define all protocols for making requests and responding to requests for service pursuant to this Mutual Aid Agreement.
- E. *Status.* All Chiefs/Sheriffs administering this Agreement, in any capacity, do so solely by virtue of their capacity as Police Chief or County Sheriff, and shall not be compensated by SMART.
- F. *Testing procedures.* The Chiefs/Sheriffs may establish and execute testing procedures, to ensure readiness for timely Mutual Aid response.
- G. *Method of decision making.* Actions taken by the Chiefs/Sheriffs shall be by majority vote of the quorum of Chiefs/Sheriffs or their designees present and voting, with 50% of the Chiefs/Sheriffs constituting a quorum, except that the Chiefs/Sheriffs may delegate these authorities and modify these terms within the duly adopted by-laws and operating procedures.

Section 9. TERMINATION

Any Agency may withdraw from the Suburban Mutual Assistance Response Teams Agreement by notifying the Chiefs/Sheriffs of the other Participating Agencies in writing, whereupon the withdrawing Agency will terminate participation ninety (90) days from the date of written notice. The Chiefs/Sheriffs may adopt procedures for terminating Agencies who fail to comply with the terms of this Agreement as administered by the Chiefs/Sheriffs, and may exercise that authority.

Section 10. EFFECTIVE DATE

This Agreement supersedes an agreement on the same subject between the same parties. The effective date for this Agreement and the termination of the prior agreement shall be as follows:

- A. This Agreement shall first take effect when it has been duly approved in writing by all municipalities shown in attached Appendix 1 (the "Current Members"), and executed by such authorized officials. On the date of the last such approval, the predecessor to this Agreement is thereby terminated and this Agreement is effective.
- B. In the event fewer than all of the Current Members choose to enter this Agreement prior to March 1, 2019, those municipalities who have approved this Agreement and executed it may give notice and terminate their participation in the prior agreement per

its terms, in which case this Agreement shall be effective for such members on the date of their termination of participation in the prior agreement.

- C. Following its initial effective date, this Agreement shall thereafter be effective for Agencies joining thereafter when the Agreement has been duly approved in writing by such Agency, duly executed by authorized officers of the Agency, and the Agency has been accepted into membership by the Chiefs/Sheriffs of the Participating Agencies. The adoption and signature on this Agreement constitutes an offer, which becomes a binding contract upon acceptance by the Chiefs/Sheriffs.

Section 11. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or facsimile shall be effective.

[signatures follow on page 7]

Signature Page for Suburban Mutual Assistance Response Teams Agreement

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties on the _____ Day of _____, 2018

[Municipality/Legal Jurisdiction]

[Municipal Official]

[Chief of Police or Sheriff]

ATTEST:

[Municipal Clerk/Witness]

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ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

MUNICIPAL LAW & LITIGATION GROUP, S.C.

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262)548-1340
Facsimile (262)548-9211

Email: elarson@ammr.net or rbitar@ammr.net

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR., RETIRED
JOHN P. MACY
COURT COMMISSIONER
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON
REMZY D. BITAR

PAUL E. ALEXY
MATTEO REGINATO
R. VALJON ANDERSON
LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR.
TIMOTHY A. SUHA

October 24, 2018

Dan Baumann
Captain of Police
Waukesha Police Department
1901 Delafield St.
Waukesha, WI 53188

**Re: Suburban Mutual Assistance Response Teams
Intergovernmental Agreement**

Dear Captain Baumann:

It has been our pleasure to work with you and the S.M.A.R.T. Executive Board and membership over these last several months. This process began when one of your new members noted certain inconsistencies in the Agreement. My office was also initially contacted by a municipal insurer that expressed concerns. Although the S.M.A.R.T. Agreement has existed for some 25 years and has operated relatively smoothly, the legal foundation had developed into a patchwork and it was time to closely consider the legal documents. Through the course of several drafts and review and discussion with your group, we now have a final product that we are prepared to present to the member municipalities. Remzy and I have asked the major municipal insurers that operate in Wisconsin to consider the final product, and all have noted their approval, and they also have agreed to cover the costs of this drafting project. It is now time to forward the document to member municipalities and seek their approval. To that end, I am writing to outline the major issues that have been considered in this revision process. If any lawyers for the member municipalities would like a further explanation of these changes, I would be happy to discuss the matter with them individually and they should feel free to contact me. That said, given the large number of participants, it will quickly become unwieldy and unworkable to revisit these terms, which is why we have taken such care with the drafting process.

Aside from technical drafting issues, such as using defined terms consistently and correcting internal citations, most of the changes to the Agreement can be summarized as follows:

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Dan Baumann
October 24, 2018
Page 2

1. Division of liability risks. The prior Agreement was ambiguous to some extent as to responsibilities in the event of injuries or accidents arising during a S.M.A.R.T. response. The enclosed Agreement clarifies that issue by incorporating State law as shown in Section 4. The statutes require the following. Law enforcement officers can assist other officers outside their jurisdiction, and they are deemed to be employees of the Requesting Agency for purposes of liabilities arising out of that Mutual Aid work. The responding Agencies remain the employer of their officers for purposes of compensation, and wages and disabilities, but the Requesting Agencies must pay reimbursement of such costs. While we could attempt to reach different conclusions on these issues than State law requires, we would raise litigation issues by doing so. In the case of *Liebenstein v. Crowe*, 826 F. Supp. 1174 (Ed. Wis. 1992), the court refused to enforce a Mutual Aid contract which stated that the employees of each Participating Agency “shall continue to be employees of their employing municipality for all purposes.” The court held that this was contrary to State law which imposes certain obligations on the Requesting Agency. The League of Wisconsin Municipalities has concluded that home rule municipalities can exercise home rule authority and choose not to be bound by the statute, which may be true, but creates some significant hurdles for the adoption of this Agreement. Home rule authority is exercised through charter ordinances, which are subject to referendum requirements in some cases, and moreover, towns and counties do not have home rule authority. I recommend, therefore, that we allow the State statutes to have their effect and avoid the possibility of dispute on these issues.
2. Cooperation. Past practice of participating agencies has been to waive reimbursement for minor responses. The overriding theory among the participants has been this: Sometimes we are the responding municipality and incur these costs, but other times we will be the requesting municipality; so everyone wins when we help one another without unduly burdening the receiving municipality with response costs. There is no guarantee that any participant would waive costs. That said, the same spirit of cooperation that has guided this organization from its beginning would likely continue over time.
3. General terms. Certain general “boilerplate” terms have been added beginning in Section 6, largely to describe the current practices of S.M.A.R.T.
4. S.M.A.R.T. lack of corporate status. The Agreement has been modified to reduce the impression that S.M.A.R.T. has separate corporate status from the participating entities. It does not. S.M.A.R.T. is only a collection of participating law enforcement agencies and does not exist as an entity unto itself. This is a mutual aide agreement and it is administered by participating police chiefs and county sheriffs in their capacity as police chief or county sheriff for their municipality.
5. Action required. The transition between the former Agreement and this new Agreement will follow a process described in Section 10. All of the participating municipalities should be advised that **action is required prior to March 1, 2019.** After that time the Agreement that is currently in effect may be terminated and

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Dan Baumann
October 24, 2018
Page 3

the new Agreement may take effect with those members who have chosen to enter the new Agreement prior to March 1st.

I am also enclosing a draft resolution that municipalities can use to adopt this Intergovernmental Agreement. If you should have any questions or concerns regarding these matters, please do not hesitate to contact us.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Remzy D. Bitar

Remzy D. Bitar

EJL/egm

Enclosures

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<u>LOCATION</u>	<u>COUNTY</u>	<u>LOCATION</u>	<u>COUNTY</u>
BAYSIDE	(MILWAUKEE)	RIVER HILLS	(MILWAUKEE)
BIG BEND	(WAUKESHA)	SAINT FRANCIS	(MILWAUKEE)
BROOKFIELD CITY	(WAUKESHA)	SHARON	(WALWORTH)
BROOKFIELD TOWN	(WAUKESHA)	SHOREWOOD	(MILWAUKEE)
BROWN DEER	(MILWAUKEE)	SOUTH MILWAUKEE	(MILWAUKEE)
BURLINGTON	(RACINE)	STATE FAIR	(MILWAUKEE)
BUTLER	(WAUKESHA)	STATE PATROL	(WAUKESHA)
CALEDONIA	(RACINE)	STURTEVANT	(RACINE)
CHENEQUA	(WAUKESHA)	SUMMIT	(WAUKESHA)
CUDAHY	(WAUKESHA)	UW MILWAUKEE	(MILWAUKEE)
DELAFIELD	(WAUKESHA)	UW WHITEWATER	(WALWORTH)
DELAVAN CITY	(WALWORTH)	WALWORTH COUNTY	(WALWORTH)
DELAVAN TOWN	(WALWORTH)	WATERFORD TOWN	(RACINE)
EAST TROY	(WALWORTH)	WATERLOO	(JEFFERSON)
ELKHORN	(WALWORTH)	WATERTOWN	(JEFFERSON)
ELM GROVE	(WAUKESHA)	WAUKESHA	(WAUKESHA)
FONTANA	(WALWORTH)	WAUKESHA COUNTY	(WAUKESHA)
FORT ATKINSON	(JEFFERSON)	WAUWATOSA	(MILWAUKEE)
FOX POINT	(MILWAUKEE)	WEST ALLIS	(MILWAUKEE)
FRANKLIN	(MILWAUKEE)	WEST MILWAUKEE	(MILWAUKEE)
GENEVA TOWN	(WALWORTH)	WHITEFISH BAY	(MILWAUKEE)
GENOA CITY	(WALWORTH)	WHITEWATER	(WALWORTH)
GLENDALE	(MILWAUKEE)		
GREENDALE	(MILWAUKEE)		
GREENFIELD	(MILWAUKEE)		
HALES CORNERS	(MILWAUKEE)		
HARTLAND	(WAUKESHA)		
JEFFERSON	(JEFFERSON)		
JEFFERSON COUNTY	(JEFFERSON)		
LAKE GENEVA	(WALWORTH)		
LAKE MILLS	(JEFFERSON)		
MENO FALLS	(WAUKESHA)		
MILW CO SO	(MILWAUKEE)		
MOUNT PLEASANT	(RACINE)		
MUKWONAGO	(WAUKESHA)		
MUSKEGO	(WAUKESHA)		
NEW BERLIN	(WAUKESHA)		
OAK CREEK	(MILWAUKEE)		
OCONOMOWOC CITY	(WAUKESHA)		
OCONOMOWOC LAKE	(WAUKESHA)		
OCONOMOWOC TOWN	(WAUKESHA)		
PEWAUKEE CITY	(WAUKESHA)		
PEWAUKEE VILLAGE	(WAUKESHA)		
RACINE CITY	(RACINE)		
RACINE COUNTY	(RACINE)		

December 5, 2018

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

RE: 2019-2020 Engineering Services Agreement

Dear Mr. Cox:

Following up on our meeting, I am enclosing a proposed agreement for Village Engineering Services for 2019 and 2020.

As we discussed, we have been providing Village Engineering Services since 2009 utilizing five similar and consecutive two-year agreements. There have been several changes with the Village Board over the last couple years and there will also be a change with your new DPW Director in 2019. I offer the following as background information regarding some key projects that are currently underway.

Sunnyslope Drive Sewer/Water Reconstruction

This project has been in the planning stages since 2014 with the development of the Windrush subdivision and other areas in the north east part of the Village. Sewer monitoring has been completed and the survey and design of the project is underway. Bidding is planned to occur in the Fall of 2019, construction of utilities in 2020 and repaving of the road in 2021. Construction phasing and public relations will be critical to minimize the impact to nearby residents and business owners.

Progress Drive/E. Industrial Drive Drainage and Road Improvements

During 2016, R/M updated the Village's storm water management plan to identify a long-term compliance strategy for the Village's DNR MS4 (stormwater) permit. During 2017, R/M performed preliminary design for the stormwater drainage and filtration project along Progress Drive and Industrial Drive and prepared a DNR grant application to help fund the improvements. The Village has been successful in receiving a \$150,000 construction grant. R/M is in the process of designing the improvements for a planned 2020 construction time frame.

Glen at Overlook Trails Development

The "North 40" has been a development in the planning stage for 8 years. R/M developed the overall water and sewer infrastructure plan for how to provide service to the north east portion of the Village. As individual developments are considered, R/M has facilitated the development review with the Village staff to make sure that new developments are brought online with cost effective, long-term infrastructure. R/M's infrastructure planning strategy has allowed nearly all of the north east portion of the Village to be served by gravity sewer. This is significant because it prevents the installation of one or two operationally expensive sewerage pumping stations.

~ Proposals 2018 > CT 05_JJW > Hartland, Village of > Agreement for Engineering Services 2019-2020 > Cox-20181205-Engineering Services Agreement.docx~

Letter to Mr. Cox
Village of Hartland
Proposal for 2019-2020 Village Engineering Services
Page 2

R/M assisted in the updates to the RSAC (Regional Sewer Access Charge) fee to equitably assign the cost of sewer capacity upgrades to the new development areas benefitting, whereby avoiding undo expense to existing utility rate payers.

Lisbon Ave Force Main and Water Main Replacement

There is an approximately 1,300 foot length of sewage force main along Lisbon Avenue that needs replacement. R/M and Village staff have evaluated several alternatives to replacing the force main. During 2017, construction bids were obtained for lining the force main. Bids were excessive and declined. R/M has identified a different alternative that we believe brings more value to Village rate payers. This project planning is under way and will involve constructing a new water main and utilizing the existing water main as a conduit to slip line a new force main through it.

Annual Paving and Utility Maintenance Program

The Village prioritizes a policy for pavement maintenance that has allowed the Village's roadway assets to remain in a high quality condition. R/M has assisted the Village over the last 10 years with its pavement management program. On two occasions during the last 10 years, R/M has recommended modifications to the Village's pavement management program which has resulted in substantial annual savings of approximately \$250,000/year while maintaining a high quality road network. The Village will be required to perform PASER road ratings in 2019. R/M will utilize the model it created for the Village to provide a bi-annual "State of the Village Roads" report update, so that the Village can be confident it is investing the right amount of resources into maintaining its road assets.

Nixon Pond Dredging

The Village is in a unique position with its ownership of the Nixon Park Pond. This pond is an aesthetic asset for residents. However, the siltation in the pond from Bark River is aesthetically displeasing and costly to dredge. R/M has reviewed this situation and believes that a conversation with DNR to find a way for obtaining a permit to create a pre settling basin could have a duplicate benefit of:

- Providing TSS (sediment) reduction credit for its MS4 permit;
- Allow for a less costly maintenance method for collecting the sediment before it enters the pond

R/M has begun these discussions with Village staff and is prepared to advocate for the Village for DNR approval of this approach.

Letter to Mr. Cox
Village of Hartland
Proposal for 2019-2020 Village Engineering Services
Page 3

Village Staff Transitions

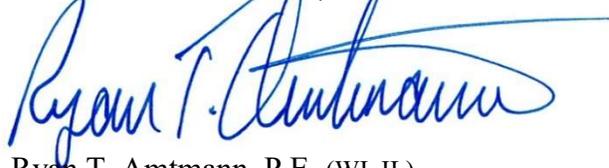
The Village is undergoing a significant staff transition. With the hiring of a new DPW Director planned for the first quarter of 2019, the Village has an opportunity to empower the Director to hit the ground running by onboarding the Director with Ryan Amtmann and R/M staff that have your 2019 and 2020 projects underway. Ryan and the R/M team will provide valuable and historic information regarding Village processes, projects and staff.

As you consider the style and experience of your new DPW Director your desired approach for utilizing your Village Engineer may shift. R/M wants you to know that we are adaptable and are committed to working with you and Village staff in a way that meets your needs, supports your team and contributes to the high quality of life that embodies the Village of Hartland.

If you have any questions, please feel free to call me. I look forward to continuing to work with you and your team.

Very truly yours,

RUEKERT & MIELKE, INC.



Ryan T. Amtmann, P.E. (WI, IL)

Vice President

ramtmann@ruekert-mielke.com

RTA:rta
Enclosure

cc: Jerad J. Wegner, P.E., Ruekert/Mielke
File

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

**AGREEMENT FOR VILLAGE ENGINEER SERVICES FOR 2019 AND 2020
FOR THE VILLAGE OF HARTLAND**

IT IS HEREBY AGREED that Ryan T. Amtmann and the firm of Ruekert & Mielke, Inc. be appointed Village Engineer for the Village of Hartland pursuant to sec. 2-186 Village of Hartland Code of Ordinances and subject to the terms and conditions of this Agreement.

RECITALS

1. Village is a Wisconsin municipal corporation engaged in the practice of local government in Waukesha County, Wisconsin.
2. The Village Engineer has been engaged in and has had a great deal of experience in municipal and civil engineering.
3. Both parties are willing to enter into this Agreement.
4. For the above reasons, and in consideration of the mutual promises and agreements hereinafter set forth, Village and the Village Engineer agree as follows:

SECTION I: DUTIES AND RESPONSIBILITIES

Village hereby engages Ryan T. Amtmann and the firm of Ruekert & Mielke, Inc. as the Village Engineer for the Village of Hartland, Wisconsin, to perform the following duties and services.

1. To perform duties as identified in Exhibit "A" of this agreement including engineering for the Water and Sewer Utilities.
2. To perform such other municipal engineering duties and have such other responsibilities, not inconsistent with law, as shall from time to time be prescribed or directed.
3. To attend Village Board Meetings upon request and other requested meetings that may require the Village Engineer's expertise.

The Village Engineer hereby accepts and agrees to such engagement, subject to the general supervision and pursuant to the order, advice and direction of the Village Board and Village Administrator.

SECTION II: PRIMARY ENGINEER/ASSIGNABILITY

Ryan T. Amtmann shall be identified and shall serve as the Village Engineer. Other personnel in the firm may directly service the needs of the Village under the direction and coordination of Ryan T. Amtmann and with the consent of the Village.

Agreement for Village Engineer Services
for 2019 and 2020
December 3, 2018
Page 2

SECTION III: TERM OF AGREEMENT

The term of this agreement shall be two years commencing January 1, 2019, and terminating December 31, 2020, subject, however, to prior termination as provided in Section IV. Compensation rates for all services must be approved on an annual basis by the Village Board for the term of this Agreement. At least three (3) months prior to the expiration of this Agreement the Village and Village Engineer shall renegotiate the terms of this Agreement. In the event that mutually agreeable terms cannot be reached, then this Agreement shall terminate on December 31, 2020 as provided hereof.

SECTION IV: TERMINATION

Notwithstanding to the provisions of Section III above, either party upon written notice to the other party, may terminate this Agreement on the expiration of 30 days from the receipt of written notice.

SECTION V: COMPENSATION

The Village shall pay for the services provided under this Agreement at rates as listed in Exhibit "B". Ryan Amtmann will be billed at \$169/hour, which represents a \$22/hour reduction from his standard billing rate for the term of this agreement. Jerad Wegner will be billed at \$149/hour, which represents a \$15/hour reduction from his standard billing rate for the term of this agreement.

- A. The Village Engineer shall submit to the Village Administrator a detailed itemized statement each month reflecting the total time worked, who did the work, and the nature of the work performed in the previous month. The Village shall pay amounts due within thirty (30) days of the receipt of the itemized statement.
- B. The Village shall not provide secretarial services or employment benefits of any kind to the Village Engineer.
- C. The Village shall reimburse the Village Engineer for all disbursements the firm makes in connection with the services provided to the Village including such items as long distance telephone calls, mileage, postage, filing fees, and necessary copies.

SECTION VI: CONFLICT OF INTEREST

The Village Engineer shall not advise or represent any other client in matters directly related to Village affairs, or in real or potential conflict of interest with the Village. The Village Engineer shall notify the Village Board promptly of any real or potential conflicts of interest as they arise. The firm shall withdraw from a matter as a result of any real or potential conflict of interest and request the Village appoint alternative engineering professionals for that matter.

Agreement for Village Engineer Services
for 2019 and 2020
December 3, 2018
Page 3

SECTION VII: VILLAGE RECORDS AND FILES

Upon the expiration of the term or upon earlier termination of this contract, the Village Engineer shall promptly deliver all of the files (original and electronic copies of all documents) related to the services it performed to the Village. The Village may reproduce copies of the Village Engineer's files at the Village's expense.

SECTION VIII: MODIFICATION OF CONTRACT

No waiver or modification of this Agreement or for any covenants, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, fully executed as aforesaid. The parties further agree that the provisions of this section may not be waived, except as specifically herein set forth.

Dated this _____ day of _____, 20____.

RUEKERT & MIELKE, INC.

By: _____
Steve C. Wurster, P.E.
Senior Vice President/COO

By: _____
Ryan T. Amtmann, P.E.
Vice President

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill
Village President

ATTEST:

By: _____
Darlene Igl
Village Clerk

EXHIBIT "A"

VILLAGE ENGINEER
DESCRIPTION OF SERVICESScope of Services

The Village Engineer shall perform all engineering support activities as requested by the Village Board, Plan Commission, Park Board, Village Administrator or Department Heads. The Village Engineer will report directly to the Village Administrator.

The Village at times may hire other consultants to perform specialized engineering work, such as structural/bridge design, mechanical, electrical and HVAC engineering, parks/recreational studies, etc. The Village Engineer at a minimum will be responsible for the following work in cooperation with the Director of Public Works:

- 1) Attend meetings as requested, including the following:
 - a) Village Board, 0-2 per month,
 - b) Plan Commission, 1 per month,
 - c) Public Hearings, as necessary
 - d) Other special meetings, as necessary.

- 2) Planning work as requested, including the following:
 - a) Review and comment on projects submitted by developers,
 - b) Preparation of ordinances and revisions,
 - c) Review and preparation of miscellaneous plans,
 - d) Preparation of long range utility plans, capital project improvement plans,
 - e) Review of floodplain information,
 - f) Coordination with other local, county, state & federal agencies,
 - g) Planning survey work,
 - h) Preliminary cost estimates,
 - i) Preparation of legal descriptions, easements, maps, etc.

- 3) Design engineering as requested including but not limited to the following:
 - a) Preparation of plans, specifications and cost estimates for capital improvement projects,
 - b) Preparation of special assessment reports,
 - c) Design survey work,
 - d) Coordination with various agencies.

Exhibit A: Description of Services

December 3, 2018

Page 2

- 4) Construction engineering as requested, including but not limited to the following:
 - a) Construction staking,
 - b) Inspection and testing
 - c) Follow-up design work
 - d) Review of pay requests
 - e) Final project inspections
 - f) Coordination with various agencies
 - g) Preparation of as-built plans

- 5) General activities and responsibilities as necessary to complete the above listed activities:
 - a) All management and supervisory personnel
 - b) Graphics services and supervisory personnel
 - c) Survey services and personnel

**RUEKERT & MIELKE, INC.
VILLAGE OF HARTLAND
2019/2020 RATE SCHEDULE**

2019/2020 Rates

ENGINEERING SERVICES

Engineer Technician 1	95
Engineer Technician 2	105
Engineer Technician 3	117
Senior Engineer Technician	139
Environmental Coordinator	145
Engineer 1	101
Engineer 2	118
Engineer 3	124
Engineer 4 (Proj Engineer)	147
Engineer 5 (PM)	155
Engineer 6 (Senior PM)	164
Engineer 7 (Team Leader)	181
Engineer 8 (President/VP's)	191

MUNICIPAL FINANCE

Economic Consultant 2	134
Economic Consultant 3	145

IT/GIS TECHNICIAN SERVICES

IT/GIS Technician 1	95
IT/GIS Technician 2	105
IT/GIS Analyst 1	118
IT/GIS Analyst 2	133
IT/GIS Analyst 4	161

SCADA SERVICES

Senior SCADA Analyst	175
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SURVEYING SERVICES

Surveying Technician	89
Crew Chief / Surveyor	122
Professional Land Surveyor	134

CONSTRUCTION REVIEW SERVICES

Construction Review Technician 1	75
Construction Review Technician 2	89
Senior Construction Review Technician	102
Construction Review Manager	130

ADMINISTRATIVE SERVICES

Project Assistant	75
Administrative Assistant	75

Note: Overtime rates will be 120% of standard rate for construction review services

**RUEKERT & MIELKE, INC.
VILLAGE OF HARTLAND
2019/2020 RATE SCHEDULE**

	<u>2019/2020 Rates</u>
MISCELLANEOUS	
Mileage	
For Engineers and Technicians	.55/mile
For Construction Review Technicians	.59/mile
For Survey Crews	.76/mile
Print reproductions	.50/sq. foot
Color copies	.40/page
B&W copies	.15/page
Color plots	2.50/sq. foot
Scanning	.50/scan
Flow Probe	125.00/day
GPS equipment	125.00/day
ATV fee	125.00/day
Robotics equipment	125.00/day
Road Tube Traffic Counter – day	50.00/day
Road Tube Traffic Counter – week	150.00/week
Turning Movement Traffic Counter	10.00/day

MEMO

TO: David E. Cox/Village Administrator

FROM: David Felkner/Utility Supervisor

DATE: December 3, 2018

SUBJECT: Authorization to hire a safety consultant for 2019

The State of Wisconsin requires the DPW to have a safety program. Our current program is out dated and needs to be updated. This program is needed to insure health and wellbeing of our staff. I would like to have the new program and training completed by March 31, 2019.

I contacted several communities with roughly our population to find out who they use as a safety consultant. The City of Delafield uses Fehr Graham and are very happy with them.

Fehr Graham will develop a new program that will cover blood borne pathogens, control of hazardous energy, confined spaces, emergency action and fire prevention plan, hazard communication, hearing protection, personal protective equipment and respiratory protection. They will do training of full and seasonal staff. They will perform quarterly facilities inspections.

The cost for these services is \$27,200 for 2019. Future cost will be less. Because we will not need to develop the program again, it will only require updating yearly. Operations funds from public works, Water and sewer departments will be used to pay for this cost.

I am requesting approval of an agreement with Fehr Graham of Plymouth to administer the 2019 DPW safety program.

Please place this in the December 10, 2018 Village Board agenda for consideration and possible action.

cc: Darlene Igl/Village Clerk
Michael D Gerszewski/Operations supervisor

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

July 6, 2018

Michael Gerzewski
Department of Public Works
210 Cottonwood Ave
Hartland, WI 53029

Dear Michael:

Recommendations and suggestions for core program development discussed during our meeting are being used as the basis for the proposed customized programs. As requested, this proposal is for Fehr Graham to assist the Village of Hartland in obtaining compliance per Department of Safety and Professional Services (DSPS) regulations applicable to your operations.

As discussed, I have created this proposal as a menu cost option approach. This approach will allow you to implement your safety programs over a period of time defined by the Village and also allow you to effectively budget the cost.

Scope of Work - Program Development

Fehr Graham is proposing to develop the following compliance programs for the Village of Hartland including all required documentation, per DSPS standards. Following completion of the programs, binders containing the documents will be provided, as well as, an electronic version.

Below is a listing of programs to be developed:

1. **Bloodborne Pathogens**
2. **Control of Hazardous Energy (Lockout/Tagout)** - *including pictorial- 20 Max**.
3. **Confined Space- including evaluations- 15 Max***.
4. **Emergency Action & Fire Prevention Plan**
5. **Hazard Communication**
6. **Hearing Conservation**
7. **Personal Protective Equipment**
8. **Respiratory Protection**

* Please note - Pictorial lockout tagout procedures and confined space evaluations will be limited to 20 total procedures for lockout tagout and 15 total evaluations for confined space. If additional procedures are needed they will be done on a time and material basis.

Cost- Program Development

The not to exceed cost for Fehr Graham to develop the Safety Compliance Programs is **\$8,000.00**. This cost reflects on-site time of both a Safety & Health Specialist and Project Assistant to gather information for program development, off-site time to create and finalize the programs, and all travel-related costs. To assist with costs, the Village may wish to develop programs using a phased in approach and develop several this year and the rest next year.

Scope of Work - Initial Safety Training

Once the safety compliance programs have been developed and established, initial training is the next step. Fehr Graham will provide an initial training session to all Village employees so that the site specific components of their safety programs are understood. Once the longer initial training is complete, we move to maintenance phase of annual training which is of a lesser cost.

Cost- Initial Safety Training

The cost for Fehr Graham to provide Initial Safety Training is **\$3,600.00**. This amount assumes two separate four hour training sessions with all related training presentation development, materials, and travel costs.

Scope of Work - Seasonal Employee Handbook and Training

As per our conversation, Fehr Graham can develop a training handbook for all seasonal employees and provide annual safety training to seasonal employees. The seasonal handbook will be provided both electronically and in hard copy for use within the Village.

Cost- Seasonal Employee Handbook and Training

The lump sum for Fehr Graham to develop a seasonal employee safety handbook and provide all related training is **\$2,000.00**. This cost reflects time spent to gather information for handbook development, time to create and finalize the training materials and handbook, time spent onsite to train employees, and all travel-related costs. The cost to develop the handbook is a one-time cost, after the initial development, training will be the only cost incurred annually.

Scope of Work - First Aid CPR Certification

Fehr Graham to conduct one First Aid/CPR/AED training session for Village of Hartland employees. The training session is limited to 12 attendees and will be held at the Village facility. The session will be approximately 5-hrs in length and consists of both classroom and hands-on exercises.

Cost- First Aid CPR Certification

The lump sum cost for Fehr Graham to provide one First Aid /CPR /AED training session is **\$2,300.00**. This cost includes, project management time, presentation time, training equipment, one student manual and certification card for each attendee, and all travel-related costs.

Scope of Work - Excavation Competent Person Training

Fehr Graham to conduct one Excavation Competent Person training session for Village of Hartland employees. The session will be approximately 4-hrs in length. Each attendee will receive a certification card approximately two-weeks after the training session.

Cost- Excavation Competent Person Training

The lump sum cost for Fehr Graham to provide one Excavation Competent Person training session is **\$1,800.00**. This cost includes, project management time, presentation time, training equipment, and all travel-related costs.

Scope of Work - Quarterly Facility Inspections

Fehr Graham to conduct four safety inspections of the Village of Hartland facilities over the course of a year. Each facility inspection will be followed up by a detailed report siting standards and recommendations for corrections.

Cost- Quarterly Facility Inspections

The lump sum cost for Fehr Graham to provide one Excavation Competent Person training session is **\$5,700**. This cost includes, project management time, time on-site conducting the inspection, time off-site to generate the report, and all travel-related costs. Please note that a cost reduction of \$1700.00 can be realized if facility inspections are done in conjunction with other site visits, therefore waiving the separate travel costs incurred for each visit.

Scope of Work - Chemical Inventory and SDS Management

Fehr Graham will conduct an inventory of chemicals found at Village of Hartland facilities. Upon completion of the inventory, SDS's will be gathered and organized in both hard copy and electronic form for use by the Village.

Cost- Chemical Inventory and SDS Management

Without knowing the scope of chemicals found onsite, this cost will be quoted as a time and materials not to exceed amount. The estimated cost for Fehr Graham to provide a chemical inventory and SDS management is **\$3,800.00**. This cost includes, 8 hours on site to conduct the chemical inventory and all related travel time associated with the site visit. Additional

time for off-site collection of SDSs and organization is also included. Should additional time be needed and the project amount exceed \$3,800.00, no further work will be conducted without your approval.

Summary of Costs

Scope of Work	Cost
Program Development	\$8,000.00
Initial Training	\$3,600.00
Seasonal Employee Handbook and Training	\$2,000.00
First Aid/CPR/AED Certification	\$2,300.00
Excavation Competent Person Training	\$1,800.00
Quarterly Facility Inspections	\$5,700.00
Chemical Inventory & SDS Management	\$3,800.00*
Total for all	\$27,200.00

* Time and materials estimate

Considerations and Schedule

Please consider the following in your decision process:

- Fehr Graham personnel are seasoned safety professionals who are selected for not only their extensive technical abilities but also for their people skills. Someone with extensive safety knowledge but an inability to function within your work environment may be able to provide you with documents but won't be effective when it is time to gather information, implement the program or conduct worker training.
- You are not just a "number" to our staff but a valuable and contributing partner in establishing a safe workplace for your employees.
- Fehr Graham develops the written program and all components needed to meet the requirements of each standard. It is our philosophy to provide a realistic cost of what it will take to provide complete programs, not a lower, up-front cost that is not all-inclusive.
- All documents are written for your work environment in order to meet DSPS's requirement that they be site-specific.
- There are many factors and considerations that go into providing these cost estimates, we will work with you every step of the way to ensure that we are minimizing travel and providing you the best value in services.

Thanks again for allowing us the opportunity to provide you with this proposal. If you have any questions, please feel free to contact me at any time.

Should you elect to proceed with this proposal an Agreement for Services will be issued for your approval, or if you so choose, a PO can serve as approval. Upon approval, scheduling will begin.

We look forward to the opportunity to work with everyone at the Village of Hartland in developing and implementing a comprehensive safety program.

Sincerely

John Krueger
Senior Health & Safety Scientist

MEMO

TO: David E. Cox/Village Administrator

FROM: David Felkner/Utility Supervisor

DATE: December 3, 2018

SUBJECT: Authorization to hire a cross connection inspection company

With the approval of the 2019 Village budget, \$35,000 was allocated to hire a company to perform cross connection control inspections for the water utility. These are required by the Wisconsin DNR and includes onsite inspection of about 585 commercial, industrial, public authority and manufacturing facilities in the village. These inspections are important to protect our water system and our customers.

HydroCorp has been performing this type of work for more than 30 years. They will administer the whole program, which includes customer notification, inspection, follow up inspections and provide Village and DNR reports. This will be a two year process. The two year cost is \$69,240, which will be paid between the 2019 and the 2020 fiscal years.

I am requesting Village Board approval of a 2 year agreement with HydroCorp of New Berlin to perform the 2019/2020 cross connection control inspections.

Please place this in the December 10, 2018 Village Board agenda for consideration and possible action.

cc: Darlene Igl/Village Clerk
Michael D Gerszewski/Utility Foreman

Reasons why you outsource instead of doing in house.

1. Hydro Corp provides a complete package to manage municipality's program.
2. Database management – We have software that helps manage, schedule, track, reports for your program.
3. Administrative – Behind the scenes is where there is a lot of time and effort no one sees. Someone has to manage, schedule, answer phone calls and track everything. The noticing requires a lot of attention. You have the initial notice, compliant or non-compliant notices. If non-compliant, more notices need to be sent and most of these generate a lot of phone calls. If using paper inspection forms need to input data into software. Takes a fair amount of time. Track by frequency when due for inspection in future, starts process all over again. All of this takes more time than the actual inspections take.
4. Inspections – Knowledge of plumbing, processes and hazards. To have a comfort level that a backflow issue is minimized in municipality you need proper training. All of our inspectors go through a considerable amount of training before they are alone in the field. They get start out with initial training and then they are with another inspector until we are comfortable they are ready for the field. All of them go through additional training a few times a year to stay abreast of changes and to review things they do not see on a daily basis so they know what they are looking at. Have support system in place for the times they run into something they have not seen before. Every facility they inspect will be assigned a hazard frequency which triggers when the next inspection will occur.
5. Additional costs to run a program – Possibly hire personnel, possibly vehicle for inspector, postage, paper for noticing and reports, possibly computer, possibly printer for admin and possibly electronic device for inspector, possibly provide cell phone, fuel, software (purchase and maintenance fees) and possibly office space for personnel. For municipality to do their own program in some cases would take possibly a fulltime inspector, admin person, software and other miscellaneous items. Costs to train personnel and maintain level of expertise. If not hiring personnel to handle program municipality has to figure out how to squeeze the extra work into existing employees work schedules.
6. Liability – municipality will always be liable, but with high level of expertise it lowers the potential for liability.
7. Let us be the bad guys. We typically do not live in the community we are inspecting.

PROPOSAL

CROSS-CONNECTION CONTROL SERVICES

Village of Hartland

210 Cottonwood Ave

Hartland WI 53029

April 20, 2018

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp has specialized in cross-connection control, legionella prevention, potable water system safety, and regulatory and corporate compliance. From Fortune 100 firms to small businesses, metropolitan centers to rural villages, we help protect the drinking water for companies and communities across the United States.



Cross-Connection Control /

Backflow Prevention

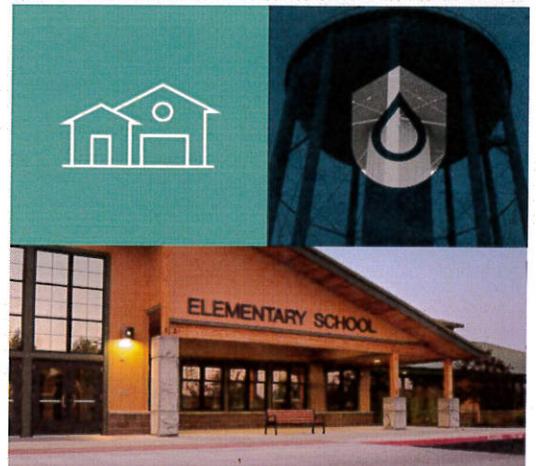
Water Meter Change Out & Installation
Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance /
Documentation



MIDWEST OFFICE

2665 S. Moorland Rd. Suite 209

New Berlin, WI 53151

800.315.4305 TOLL FREE

262.264.6401 PHONE

PROJECT CONSULTANT: Tony

Averbeck 608-234-2949 CELL

tony@hydrocorpinc.com



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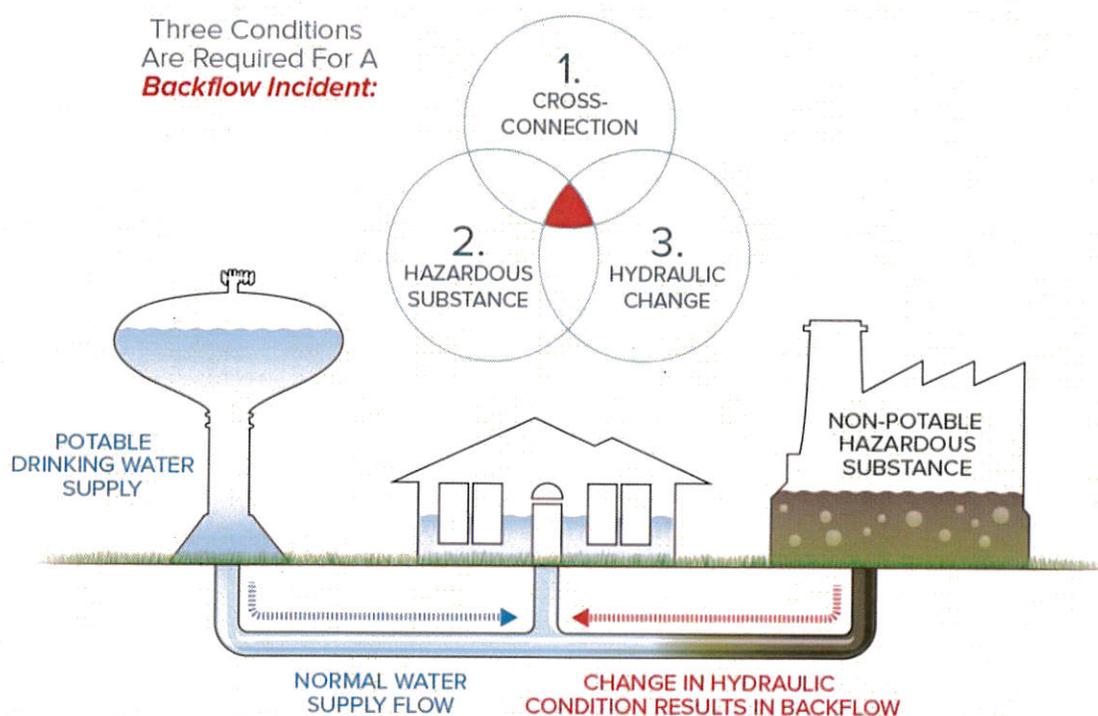
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1. INTRODUCTION

1.1. Definitions

- Backflow – the undesirable reversal of flow of liquid, gas or other substance in a piping system.
- Backflow Preventer – an assembly, device, or method that prevents backflow.
- Cross-Connection – an actual connection or a potential connection between any part of a potable water system and any other environment that would allow substances to enter the potable water system.
- Cross-Connection Control – a program to eliminate cross-connections or to prevent them from causing a public health threat.
- Cross-Connection Control Survey – the review of the plumbing system to determine the existence of potential or actual cross-connections and to assess the degree of hazard of protected and unprotected cross-connections.



1.2. Common Cross-Connection Hazards

- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.

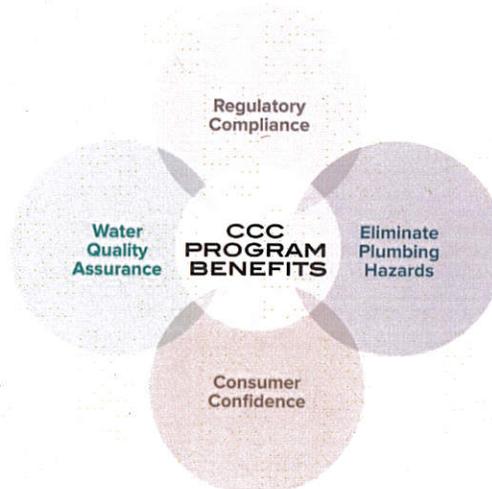


- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

2. PROJECT WORK PLAN

2.1. Purpose of a Cross-Connection Control Program

- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

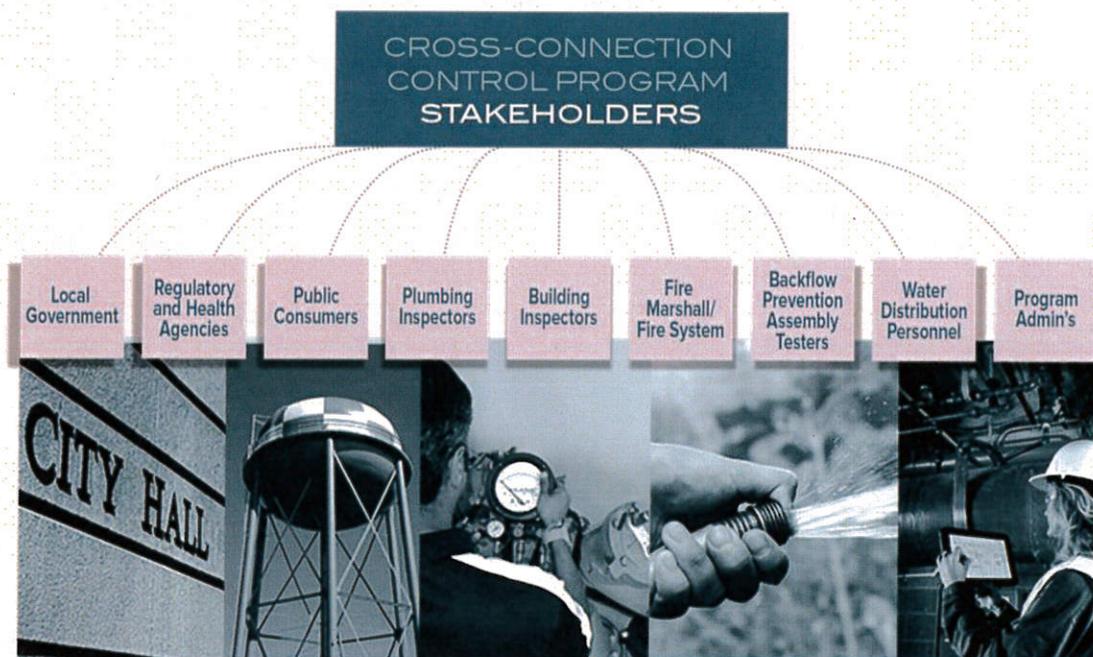


2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection consultation to the **Village of Hartland**.
- Developing a written comprehensive Cross-Connection Control Plan.
- Routinely inspecting water customers for cross-connections or potential cross-connections.
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action instructions.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

2.3. Stakeholders

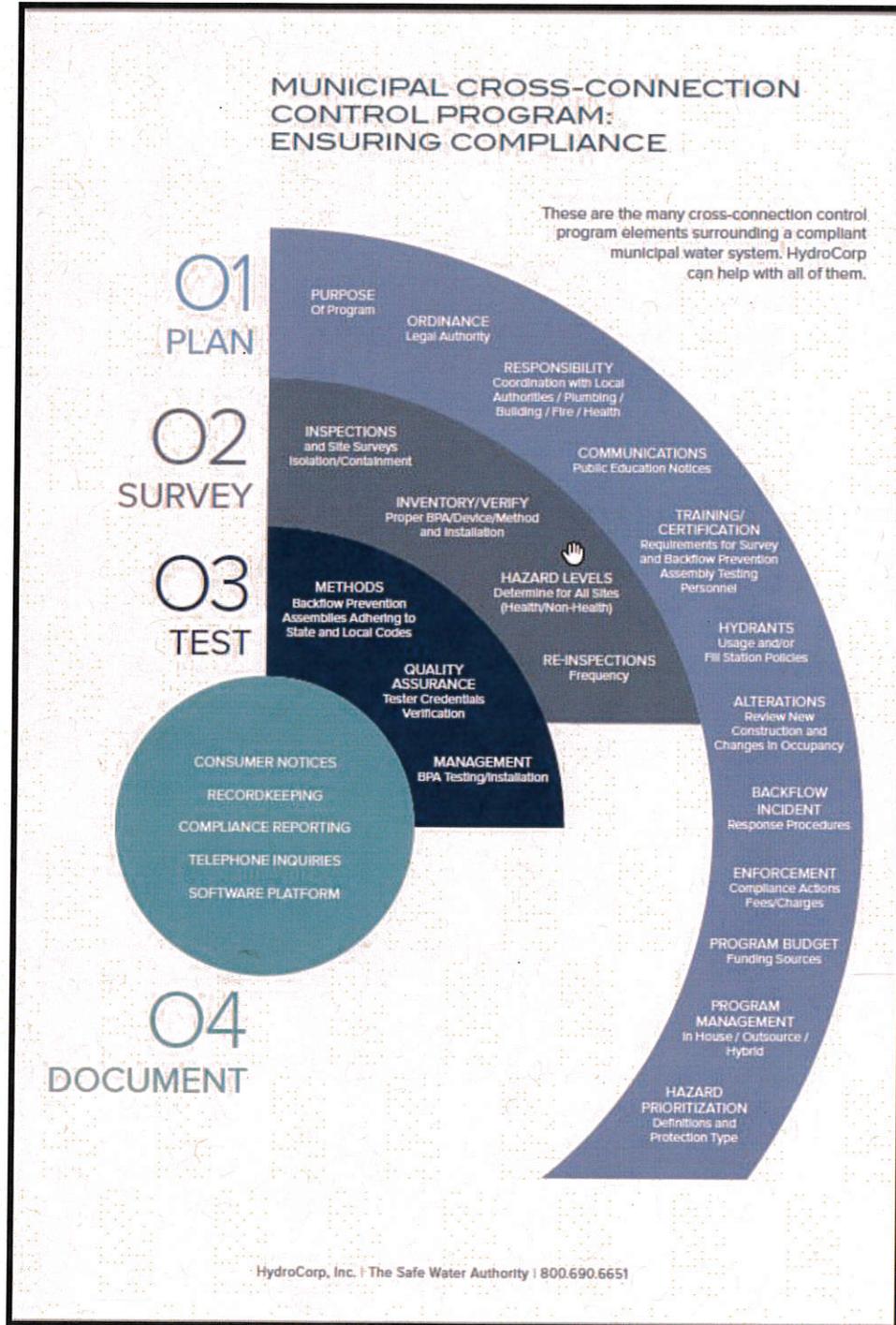
HydroCorp recognizes that many different stakeholders will be affected by a Cross-Connection Control Program. The following chart illustrates the various agencies, internal staff and external people that have an impact on overall program success and compliance.



HydroCorp strives to maintain a good working relationship and clearly communicate the goals of a Cross-Connection Control Program with all of the above stakeholders. We understand that our staff interaction in the community and with regulatory agencies is an extension of your positive community image. HydroCorp has maintained an excellent working relationship with local Mayors, City Managers, plumbing and building officials, health inspectors and others in order to provide them with a simple and clear understanding of the impact of a Cross-Connection Control program, regulations and the need to protect the drinking water supply from contamination.



2.4. Cross-Connection Control Plan Components





3. CROSS CONNECTION INSPECTION PROCESS

3.1. Inspections/Surveys

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established.

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices & assemblies, and other pertinent program information. Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the City will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross connections.

Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of Village of Hartland Cross-Connection Control Plan. Accounts with an alternative frequency will require DNR Approval in writing. If requested, HydroCorp will develop an alternative frequency inspection schedule on behalf of the water utility and submit to DNR for final approval.

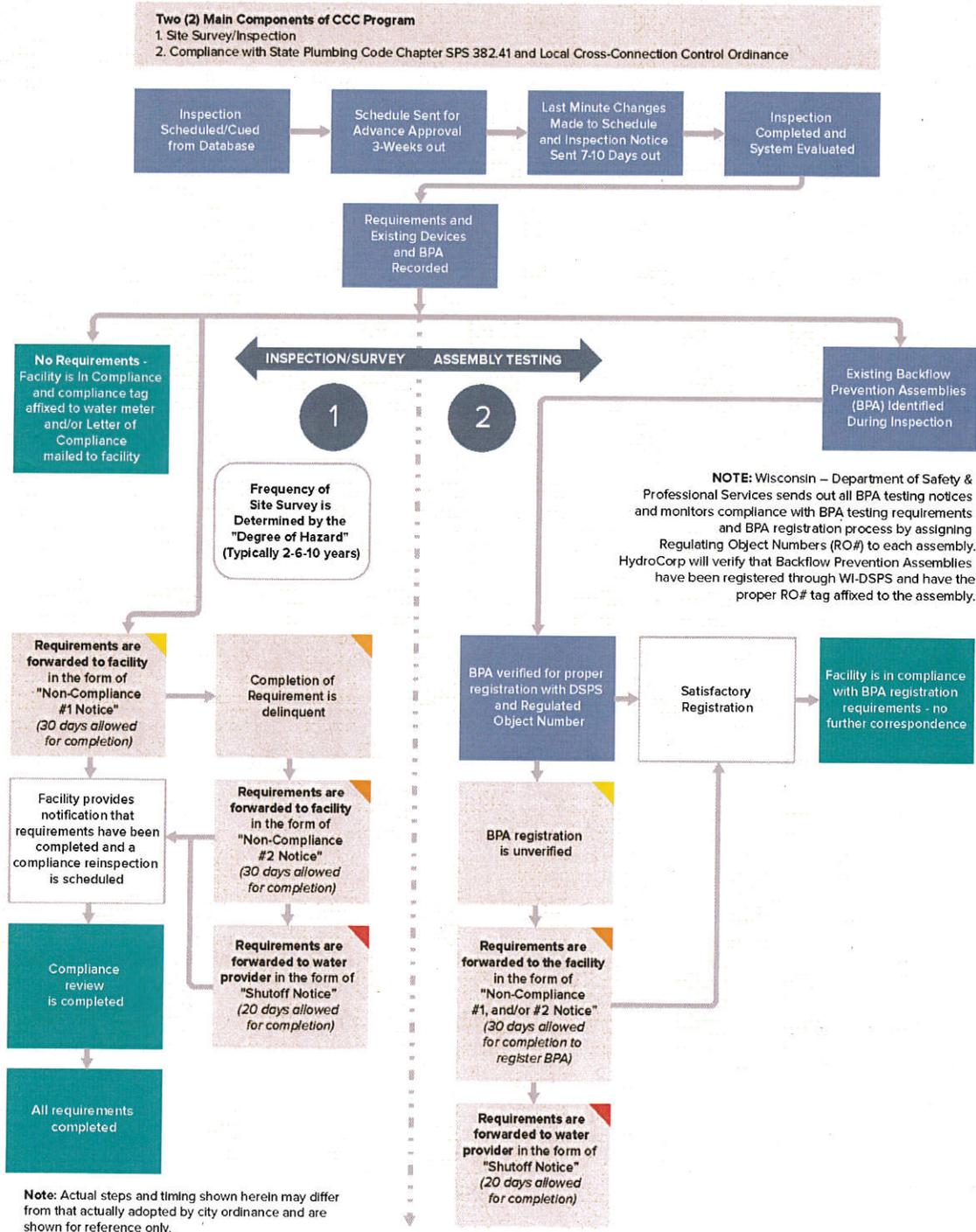
3.2. Definitions

- Initial Inspection – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- Compliance Inspection – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
- Re-Inspection – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (Re-Inspection cycle/frequency to be determined when Plan is developed).



3.3. CCC Program Process

CROSS-CONNECTION CONTROL (CCC) PROGRAM PROCESS - WISCONSIN





3.4. Postal Notification Process - Inspections

POSTAL NOTIFICATION PROCESS - INSPECTIONS





4. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS

4.1. Program Data

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies.

4.2. Database Software

HydroCorp utilizes a proprietary software program – HydroSoft™ to manage Cross-Connection Control Program data. All program data captured shall remain the property of Village of Hartland. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- DNR Annual Report

4.3. Information Technology (I/T)

HydroCorp has a dedicated team member responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time.

We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we backup the data to our backup server located in our Corporate Office, and we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.



4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control Program, Public Education on the topic should remain in the community spotlight. HydroCorp will provide a specialized speaker to participate/present at a town hall/public meeting engagement if requested. Press release information will be offered in digital format to Village of Hartland for local distribution to local media resources & website if requested. Further, public education brochures will be available in electronic format for download and can be posted on Village of Hartland web site.



Further Public Education resources including brochures and video files can be found at <http://www.hydrocorpinc.com/resources/links/>



5. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services to **Village of Hartland**. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide **Village of Hartland** with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (DNR) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by **Village of Hartland** and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

- A. Perform approximately 584 Commercial, Industrial, Public Authority, Multi-Family inspections annually within the City served by the public water supply for cross-connections. Compliance follow up visits shall be completed by HydroCorp.
- B. Inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control regulations. Inspectors will survey exposed piping and utilize Isolation/Point of Use inventory method of surveying as supported by the State of Wisconsin Plumbing Code – SPS 382.41.
- C. HydroCorp will document existing backflow prevention devices and assemblies and verify proper installation and/or suggest corrective actions if devices and/or assemblies need to be installed to prevent cross-connections. Documentation to include make, model, size, manufacturer, serial number, location and regulated object number if applicable. In lieu of surveying residential kitchens and bathrooms, an educational brochure will be provided as allowed by DNR regulation NR 810.15.
- D. Notify each building owner prior to each inspection via postal letter with opportunity to schedule a specific time of inspection via the Hydro Designs Inc. Provide ongoing support for water customer scheduling and questions via the Hydro Designs Inc. WI office toll free 800# phone line, fax, or email.
- E. Online Appointment page for water customers to make their own appointments
- F. Provide Water Utility and building owner with a detailed corrective action report for each non-compliant facility, in most cases, water utility personnel can perform effective follow up compliance inspections.
- G. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of corrective action(s) requirements, and general customer service and program education inquiries by an individual trained in Cross-Connection Control Program Management.
- H. Generate and document the required program data and compliance status using proprietary Software Data Management Program. Submit comprehensive management reports on a quarterly basis and prepare the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Program Activity Report.
- I. HydroCorp will document size of service, type of service material, sump pumps and if they are connected correctly.
- J. Conduct an annual review meeting to discuss overall program status and recommendations.
- K. Assist the Village of Hartland with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- L. Provide ongoing support via phone, fax, internet, text or email.



PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and program administration.
Compliance/follow up inspections and administration related to compliance/follow up inspections included.

2 Year Contract: 584 Inspections: \$2,885.00 Monthly \$34,620.00 Annually \$69,240.00 total

HydroCorp will invoice monthly in equal installments upon receipt of signed contract/agreement

Submitted by: HydroCorp – Midwest Regional Office | 2665 S. Moorland Rd., Suite 209 | New Berlin, WI 53151

Tony Averbeck | 608-234-2949 | tony@hydrocorpinc.com

Accepted by:

X _____

Utility Representative (Signature)

April 20, 2018

Printed Name / Title



6. BACKGROUND

6.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules – the highest standard of water safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure are reduced. Your water – and your people – are protected.

6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 full time associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Inspections **annually**.
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
 - American Water Works Association (AWWA) | AWWA – Wisconsin Chapter
 - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
 - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.



6.3. Office Address & Contact Information

Regional Office:	HydroCorp – Midwest Office 2665 S. Moorland Rd., Suite 209 New Berlin, WI 53151	
Contact:	Tony Averbeck	
Telephone:	608-234-2949	
Email:	tony@hydrocorpinc.com	
Corporate Office (Remit to Address):	HydroCorp – Corporate Office 5700 Crooks Rd., Ste. 100 Troy, MI 48098	
Telephone:	800.690.6651 or 248.250.5000	
Legal Status:	S-Corporation, 1988 E.I.D. 38-2810008	
		

WI Office (Above) Corporate Office (Below)

7. PROJECT REFERENCES

- a) City of La Crosse, 400 La Crosse St, La Crosse, WI 54601 | Mark Johnson, Water Utility Manager, johnsonm@cityoflacrosse.org | 608- 789-7536
- b) City of Prescott, 800 Borner St., Prescott, WI 54021 | Hank Zwart, Director-Public Works, hzwart@prescottcity.org | 715-262-5544
- c) Sturgeon Bay Utilities, 230 E. Vine St, Sturgeon Bay, WI 53235-007 | Cliff White, Superintendent, cwhite@wppienergy.org | 920-746-2820



8. PROJECT TEAM QUALIFICATIONS

Tony Averbeck | *New Program Development/Client Relations Manager*

Tony has spent most his career in the water industry. He has been with Hydro Corp since 2010. He is responsible for new client development, client retention and assisting clients with their needs in their cross-connection control and meter exchange programs in Wisconsin. Previous to this he worked for 31 years at the La Crosse Water Utility. As Office Supervisor, he was responsible for overseeing customer service, billing, meter reading, accounting budget preparation, financial reporting, and cross connection program. Tony has been a member of American Water Works Association for over 30 years. He served as Chair of Wisconsin Section in 2006.

Professional Accomplishments

- Served as AWWA International Director for Wisconsin Section
- Served as Wisconsin Section Chair
- Member and Chair of numerous committees of AWWA Wisconsin Section
- Awarded Leon A. Smith Award in 2009 from AWWA Wisconsin Section
- Awarded George Warren Fuller Award in 2013 from AWWA Wisconsin Section
- Member of Who's Who in America

Community Involvement

- West Salem Lions Club including serving as President
- West Salem Jaycees including serving as President
- West Salem Park and Rec Committee including serving as Chair
- West Salem Planning Committee
- West Salem Booster Club including serving as President

Scott Mitchell | *Operations Manager, Midwest Region - Municipal Division*

Scott has been a member of the HydroCorp team since 2012. Previously, he held numerous positions with West Bend Water Utility since 1986 including Plant Operator, Computer Control Supervisor, Water Superintendent and acting Water Manager. He currently oversees operational and administrative services for cross-connection control and water meter installation programs in the HydroCorp Midwest Region. Scott has had extensive training in computer science at Moraine Park Technical College in Fond du Lac, WI and has experience in PLC programming and controls systems. In addition, Scott holds the following certifications:

- WI DNR Operators Certificate – Grade 1, #21756
- WI Cross Connection Control Tester License - #1408089
- ASSE 5120 Cross Connection Control Surveyor Certification – 30569



DAVE CARDINAL | *Vice President Municipal Division*

Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction. Experience, Training, Certifications:

- American Backflow Prevention Association (ABPA), MI Chapter, Vice President
- American Society of Sanitary Engineering (ASSE) Series 5000 Proctor
- American Society of Sanitary Engineering (ASSE) Standard #5110 Certified Backflow Prevention Assembly Tester and Standard #5120 -Surveyor | Certification #26905
- Michigan Certified Backflow Prevention Assembly Tester Certification – 2010, Certification #MPMCA-26905
- Dale Carnegie – Management Training for Managers 2005
- University of Florida – TREEO Center
 - Cross Connection Control: Survey and Inspection 2003
 - Cross Connection Control: Ordinance and Organization 2003
 - Cross Connection Control Program Manager 2003
- University of Southern California Foundation for Cross-Connection Control and Hydraulic Research – Backflow Prevention Assembly Tester, 1997

**INDUSTRIAL SERVICE AGREEMENT
RE: WASTEWATER DISCHARGES**

AGREEMENT made this 20th day of November, 2018, (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, CHG solutions (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 21, 2017, (collectively the "Prior Agreement"); and

WHEREAS, the term of the Prior Agreement will expire at midnight, December 31, 2018, 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, 2019, (the "Expiration Date"), unless extended or terminated in the manner hereinafter provided.

3. Authority and Restatement.

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

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

4. Effluent Limitations and Monitoring Requirements.

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

- (i) POTW – shall mean the Commission's wastewater treatment facility located in Delafield, Wisconsin.
- (ii) Ordinance – shall mean the Commission's Sewer Use and User Charge Ordinance adopted November 20, 2012 and as amended from time to time.
- (iii) GM – shall mean the General Manager of the POTW as appointed by the Commission.
- (iv) Village Ordinance – shall mean the Village's Amended Local Sewer Use and User Charge Ordinance No. 786-10 adopted December 13, 2010 and as amended from time to time.

- (v) BOD (Biochemical Oxygen Demand) – shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five days at 20 degrees C. expressed in milligrams per liter. BOD shall be determined in accordance with test method(s) as provided for in Chapter NR 219 of the Wis. Admin. Code.
- (b) Effluent Limitations. The following effluent limitations are hereby imposed relative to wastewater discharges from the Facility, to-wit:
 - (i) Duration and Compliance Date. During the period from the date of execution through the Expiration Date, Medline is authorized to discharge industrial wastewaters from the Facility into the Commission’s Wastewater Facilities, pursuant to the provisions of this Agreement. Medline shall comply with the effluent limitations specified below, effective as of the date Effective Date.
 - (ii) No Exceedance of Limitations. Attached hereto, incorporated herein and marked as Schedule 1 are maximum daily limits of specified pollutants. The wastewater discharges from the Facility shall not exceed the said daily limits during the term of this Agreement, except as otherwise expressly provided for herein.
 - (iii) Compliance with Pretreatment Standards. During the term of this Agreement, Medline shall comply in all respects with the Pretreatment Standards established pursuant to Section 4(c) below. The effluent discharge from the Facility into Sampling Point 001 (described below) shall not exceed the pretreatment standards set forth herein.

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

	<u>Industrial Wastewaters (Sampling Point 001)</u>	<u>Domestic Wastewaters (Sampling Point 002)</u>
<u>Volume:</u>	Not to exceed 10,000 gallons/calendar day (monthly average)	<u>Volume:</u> N/A

Strength:

Strength: 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 currently 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 current 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 current 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 WPCC
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

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

Medline Industries, Inc.
Attn: Janelle Kwarciany, Director of Manufacturing
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/1 of fat, oil, grease (FOG).

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

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

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

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

(r) Any slug discharges.

- (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 current 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 20, 2018

Votes: 7 Ayes 0 Nays

DELAFIELD-HARTLAND WATER POLLUTION CONTROL COMMISSION

By: *Timothy Aicher*
Name: Timothy Aicher
Title: Commission Chairperson

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

MEDLINE INDUSTRIES, INC.

By: _____
Name: Janelle Kwarciany
Title: Director of Manufacturing

CONSENT OF VILLAGE

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

Date: _____, 2018 VILLAGE OF HARTLAND

By: _____
Name: Jeffrey Pfannerstill
Title: Village President

Attest: _____
Name: Darlene Igl
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(a) 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>Short(2)/Long(3)</u>	<u>Parameter</u> <u>Units</u>	<u>Daily Maximum</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			\$137,763.25

	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			\$0.00
Total DHWPCC Charges Assigned/Paid 10/18/2017			\$137,763.25

Price of DUE - Breakdown by Parameter for Domestic Strength:

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

Summary of Total Medline DUEs:

	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	22.75	0.00	31.75	54.50

(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.

November 8, 2018

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

Re: Four Winds West Subdivision
Final Letter of Credit (LOC) Release

Dear Mr. Cox:

John Sileno has requested release of the remaining \$40,000 on the LOC. The remaining amount on the LOC was to account for the remaining punch list item related to a storm pond. The punch list item for the storm pond has been satisfactorily addressed.

I have received the engineer's certification letter dated November 7, 2018 (attached) certifying that the improvements have been completed in a good and workmanlike manner and in full compliance with the plans and specifications as amended with the approval of the Village.

We have received the letter of credit reduction request. We recommend that the letter of credit be reduced in full by the remaining \$40,000.

If you have any questions, please feel free to call me.

Very truly yours,

RUEKERT & MIELKE, INC.



Ryan T. Amtmann, P.E. (WI, IL)
Village Engineer

ramtmann@ruekert-mielke.com

RTA:rta

Enclosures



November 7, 2018

Village of Hartland
Attn: Mr. David Cox
210 Cottonwood Avenue
Hartland, WI 53029

Re: Four Winds West – Project Certification
Village of Hartland, WI

Mr. Cox:

As Engineer/Surveyor for the Developer of the Four Winds West Subdivision, we hereby certify that, to the best of our knowledge and belief, all improvements shown on the approved plans and plat have been completed in a good and workmanlike manner, and in full compliance with the plans and specifications as amended with the approval of the Village.

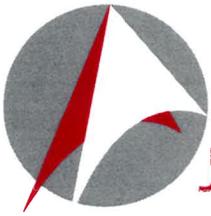
Should you have any further questions or comments, please do not hesitate to contact me.

Sincerely,

JAHNKE & JAHNKE ASSOCIATES, INC.

John R. Stigler, PLS, Pres.

JRS/amf



January 15, 2018
Revised Jan. 17, 2018
Revised November 7, 2018

Village of Hartland
Attn: Mr. David Cox
210 Cottonwood Avenue
Hartland, WI 53029

Re: Four Winds West – Surety Reduction #5
Village of Hartland, WI

Mr. Cox:

As Engineer for the Developer of the Four Winds West Subdivision, we have reviewed the invoices and lien waivers for construction and materials. Copies of said invoices and waivers are included with this letter for your review and records.

Our office has made the following checks on the invoices:

- Compared unit quantity to project specifications
- Verified mathematics and unit extensions
- Verified submittal of waivers

Based on the information provided we recommend reduction of the surety presently held by the Village as follows:

Original Contracts:	\$ 2,426,500.00	Original Contracts:	\$2,426,500.00
+Change Orders to Date:	\$ 374,920.86	+15%:	\$ 363,975.00
-Work Complete to Date:	-\$ 2,801,420.86	Original Surety:	\$2,790,475.00
+10% Retainage:	\$ 0.00	-Prior Reductions:	-\$2,443,593.97
Net Work Remaining:	\$ 40,000.00	Present Surety:	\$ 346,881.03
+15%:	\$ 0.00	Prior Reductions:	\$ 306,881.03
Surety Required:	\$ 40,000.00	Surety Remaining:	\$ 40,000.00
Surety Required:	\$ 0.00	Surety Reduction:	\$ 40,000.00
Less Present Surety:	-\$ 346,881.03	Balance:	\$ 0.00
This Reduction:	-\$ 306,881.03		

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

Sincerely,

JAHNKE & JAHNKE ASSOCIATES, INC.

John R. Stigler
John R. Stigler, PLS, Pres.

VILLAGE OF HARTLAND,
A Wisconsin Municipality,
210 Cottonwood Ave.
Hartland, WI 53029,

Plaintiff,
vs.

Case No.:

JOSEPH A. CLARK
709 Cardiff Court
Hartland, WI 53029,

Defendant.

COMPLAINT

COMES NOW the Plaintiff Village of Hartland and as and for its Complaint alleges as follows:

1. Plaintiff Village of Hartland (“Hartland”) is a Waukesha County Municipality organized and authorized to bring this action under the laws of the state of Wisconsin.
2. Upon information and belief, Joseph A. Clark (“Defendant”) is the owners of the property located at 709 Cardiff Court, Hartland, Waukesha County, Wisconsin (the “Property”).
3. On May 10, 2017, Mr. Scott Hussinger, the Village of Harland Building Inspector/Zoning Administrator received a phone call from a Village resident who wished to make a complaint regarding the condition of the Property. The Village resident indicated that there was a large amount of debris stored on the Property and wanted someone from the Village to investigate.
4. On May 12, 2017 the Village of Harland Building Inspector/Zoning Administrator went to the Property to determine what, if any, violations he could view from the roadway or the public pathway which abuts the Property. Upon making this initial inspection, the Village of Harland Building Inspector/Zoning Administrator observed numerous violations on the

property, including the abundant outdoor storage of equipment and materials and large portions of unpainted surfaces on the residential structure on the Property.

5. On May 17, 2017, the Village of Harland Building Inspector/Zoning Administrator left a phone message for the Defendant informing him of the outstanding violations on the Property and asked that the Defendant contact him as soon as possible to discuss the steps the Defendant needed to take to correct the violations on the Property.
6. The Defendant failed to return the message left for him concerning the violations on the Property. Due to the Defendant's failure to return the message left for him, the Village of Harland Building Inspector/Zoning Administrator again went to the Property on May 23, 2017 to determine if violations continued to exist on the Property. Upon reviewing the Property, the Village of Harland Building Inspector/Zoning Administrator determined that the condition of the Property had not substantially changed since the initial May 12, 2017 inspection.
7. Due to the Defendant's failure to correct the violations on the Property, the Village of Harland Building Inspector/Zoning Administrator again attempted to contact the Defendant on May 23, 2017 and left a phone message for the Defendant informing him of the outstanding violations on the Property and asked that the Defendant contact him as soon as possible to discuss the steps the Defendant needed to take to correct the violations on the Property.
8. Due to the failure of the Defendant to return the message left for him concerning the violations on the Property, the Village of Harland Building Inspector/Zoning Administrator again went to the Property on June 8, 2017 to determine if the violations continued to exist on the Property. Upon viewing the Property, the Village of Harland Building Inspector/Zoning Administrator determined that the condition of the Property had not substantially changed since the initial May 12, 2017 inspection.

9. Due to the failure of the Defendant to respond to any of the messages left for him by the Village of Harland Building Inspector/Zoning Administrator, the Defendant was sent a letter on June 9, 2017 (Exhibit A) via U.S. mail from the Village of Harland Building Inspector/Zoning Administrator, indicating that violations of Sections 18-35(5) and 18-33-(1)(d) of Village of Hartland Code of Ordinances existed on the Property. Defendant was given until June 26, 2017 to bring the property into compliance.
10. On June 26, 2017, Defendant contacted the Village of Harland Building Inspector/Zoning Administrator via telephone to discuss the June 9, 2017 letter. During this conversation, the Defendant indicated that he would bring the property into compliance within one (1) week.
11. Ten (10) days after the June 26, 2017 telephone conversation with the Defendant, the Village of Harland Building Inspector/Zoning Administrator again went to the Property on July 6, 2017 to determine if violations continued to exist on the Property. Upon viewing the Property, the Village of Harland Building Inspector/Zoning Administrator determined that the condition of the Property had not substantially changed since the initial May 12, 2017 inspection.
12. Due to the Defendant's failure to bring the Property into compliance, the Village of Harland Building Inspector/Zoning Administrator sent the Defendant a second letter via U.S. mail (Exhibit B) on July 18, 2017 indicating that violations of Sections 18-35(5), 18-33-(1)(d), 46-14 (12) and 82-4(d)(1) of Village of Hartland Code of Ordinances existed on the Property. Defendant was given until July 28, 2017 to bring the property into compliance.
13. The Village of Harland Building Inspector/Zoning Administrator again went to the Property on July 28, 2017 to determine if the condition of the Property had changed since the violations that existed on the Property as of the July 18, 2017 letter. Upon viewing the

- Property, the Village of Harland Building Inspector/Zoning Administrator determined that the condition of the Property had not substantially changed since the July 18, 2017 letter.
14. On August 2, 2017, Defendant contacted the Village of Harland Building Inspector/Zoning Administrator via telephone promising to make improvements to the Property as soon as possible. Despite his promises, the Defendant failed to take any meaningful steps to correct the outstanding violations on the Property.
 15. Based on the above described violations, on August 21, 2017 the Defendant was served with a Summons and Compliant requiring him to appear in Lake County Municipal Court on September 1, 2017.
 16. The Defendant failed to appear in Lake Country Municipal Court on September 1, 2017, and a default judgment in the amount of One Thousand Nine Hundred and Sixty Dollars (\$1,960.00) was entered against him.
 17. The Defendant paid the forfeiture assessed against him but failed to correct any of the outstanding violations on the Property.
 18. Because the same violations continued to persist on the Property, the Village Building Inspector sent a letter to the Defendant on July 31, 2018 requesting the Defendant correct the outstanding violations on the Property no later than August 28, 2018 (Exhibit C).
 19. Again, the Defendant failed to correct the outstanding violations on the Property violations.
 20. On October 9, 2018, the Defendant was sent a final letter informing him of the outstanding violations on the Property and gave him until October 31, 2018 to correct the outstanding violations on the Property (Exhibit D).
 21. Despite the Village providing the Defendant with more than the necessary time to correct all of the violations on the Property and bring the Property into conformity with the Village Code of Ordinances, the Defendant has failed to correct the violations existing on the Property.

22. As of the date of this Complaint, violations of the Village of Hartland Code of Ordinances continue to exist on the Property. The outstanding violations on the Property are further described below.

**ORDINANCE VIOLATION – MINIMUM STANDARDS FOR SANITARY MAINTENANCE
OF BUILDINGS**

23. Paragraphs 1 – 22 are hereby realleged as if set forth in their entirety.

24. Despite the numerous opportunities provided to the Defendants, there continue to be large unpainted exterior surfaces on the residential structure located on the Property in violation of Village of Hartland Ordinance Sec. 18-33 (Exhibit E).

25. As of the date of this Complaint, the violations on the Property have not been addressed by Defendant.

26. For the purposes of this Complaint, the Property owned by the Defendant has been out of compliance with Section 18-33, at a minimum, since May 12, 2017.

ORDINANCE VIOLATION –MAINTENANCE OF PREMISES

27. Paragraphs 1 – 26 are hereby realleged as if set forth in their entirety.

28. Despite the numerous opportunities provided to the Defendants, there continue to be numerous of pieces of materials and equipment stored outdoors on the Property. Such storage detracts from or has a devaluing effect upon the neighborhood in violation of Village of Hartland Ordinance Sec. 18-35(5) (Exhibit F).

29. As of the date of this Complaint, the violations on the Property have not been addressed by Defendant.

30. For the purposes of this Complaint, the Property owned by the Defendant has been out of compliance with Section 18-35(5), at a minimum, since May 12, 2017.

ZONING CODE VIOLATION –UNPERMITTED HOME OCCUPATION

31. Paragraphs 1 – 30 are hereby realleged as if set forth in their entirety.

32. Upon information and belief, the Defendant is operating a home business out of the residential structure located on the Property. Village of Hartland Ordinance Sec. 46-14(12) (Exhibit G) requires that all home occupations obtain an occupancy permit prior to beginning their operation. The Defendant has never applied for, nor been granted, and occupancy permit to operate a home occupation at the Property, in violation of Village of Hartland Ordinance Sec. 46-14(12).
33. As of the date of this Complaint, this violation on the Property has not been addressed by Defendant.
34. For the purposes of this Complaint, the Property owned by the Defendant has been out of compliance with Section 46-14(12), at a minimum, since May 12, 2017.

ORDINANCE VIOLATION –PARKING OF TRUCKS AND EQUIPMENT

35. Paragraphs 1 – 34 are hereby realleged as if set forth in their entirety.
36. Upon information and belief, the Defendant is parking vehicular equipment of a commercial nature on the street in front of the Property. The parking of such vehicular equipment of a commercial nature for more than one hour, except when loading, unloading, or rendering service is a violation of Village of Hartland Ordinance Sec. 82-4(d) (Exhibit H).
37. As of the date of this complaint, this violation on the Property has not been addressed by Defendant.
38. For the purposes of this Complaint, the Property owned by the Defendant has been out of compliance with Section 82-4(d), at a minimum, since May 12, 2017.

WHEREFORE, Judgment is demanded as follows:

1. A monetary forfeiture of not less than \$20 nor more than \$1,000 per day for each day of violation of the Hartland Code of Ordinances in accordance with Section 1-4 of the Hartland Code of Ordinances, together with Plaintiff's costs of prosecution. Such forfeiture calculation commencing on May 12, 2017 to the date of this Complaint equals a total of 571

days, resulting in a forfeiture amounting to not less than \$11,420 if all of the days of the violations occurrence are counted.

2. An Order enjoining the Defendant from continuing to violate the Village of Hartland Ordinances and requiring the Defendant to bring the Property into compliance with the Village of Hartland Zoning Code by a date certain, which this Court has the inherit authority to do. *See Village of Hobart v. Brown County*, 698 N.W.2d 83, 281 Wis.2d 628 (2005).
3. Such further relief that this Court deems warranted.

Dated this 4th day of December, 2018.

VILLAGE OF HARTLAND

By: Christopher T. Koehnke
State Bar No. 1076031
von Briesen & Roper, s.c.
Attorneys for Village of Hartland

Address:
von Briesen & Roper, s.c.
411 E. Wisconsin Avenue
Suite 1000
Milwaukee, WI 53202
(414) 287-1534
ckoehnke@vonbriesen.com

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

RE: 709 Cardiff Court

June 9, 2017

Mr. Clark,

A recent inspection of your property located at 709 Cardiff Court, Hartland identified municipal code violations. Your property is in violation of *sections* 18-35(5) and 18-33(1)d of the Village of Hartland Municipal Code ("the Municipal Code") as follows:

The outdoor storage of equipment including ladders, trailers, 55 gallon drums, scaffolding, planks and equipment, pieces of metal and wood, tires, etc. is in violation of section 18-35 (5) and must be removed immediately or stored indoors.

The fascia and soffit must be kept painted or otherwise protected to prevent deterioration and to stop the devaluing influence on the neighborhood.

The presence of the dumpster is not allowed unless associated with a permitted construction project and must be covered at all times.

I have included pictures of your property and cited code sections for your information.

You must bring your property into compliance by June 26, 2017. If your property is not brought into compliance by this date, the Village of Hartland will take further action including the issuance of a citation(s) and prosecution for violation of the above-referenced Municipal Code *section/sections*. Upon conviction, you may be subject to the imposition of daily forfeitures pursuant to section 1-4 of the Municipal Code.

Please call me at 367-4744 with any questions you might have, and to arrange a time and date for a premises inspection.

SIMILAR VIOLATIONS CONCERNING THIS PROPERTY WHICH RECUR WITHIN TWENTY-FOUR (24) MONTHS SHALL SUBJECT YOU TO THE IMMEDIATE ISSUANCE OF A CITATION, WITH NO ADDITIONAL OPPORTUNITY TO CORRECT, PURSUANT TO MUNICIPAL CODE SECTION 18-29(a)(4), REGARDLESS OF WHETHER A CITATION IS ISSUED FOR THIS VIOLATION. UPON RECEIPT OF A CITATION YOU MAY PAY THE FORFEITURE PURSUANT TO THE SCHEDULE ESTABLISHED BY RESOLUTION, OR UPON CONVICTION YOU MAY BE SUBJECT TO THE IMPOSITION OF DAILY FORFEITURES PURSUANT TO MUNICIPAL CODE SECTION 1-4. IN ADDITION TO PAYMENT OF ANY CITATION FINE, YOU WILL BE OBLIGATED TO CORRECT ANY CONDITION IN VIOLATION OF MUNICIPAL ORDINANCES.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Hussinger".

Scott Hussinger

Village of Hartland Building Inspector/Zoning Administrator





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

July 18, 2017

Joseph Clark
PO Box 383
Hartland, WI 53029-0383

RE: 709 Cardiff Court, Hartland

Mr. Clark,

A recent inspection of your property located at 709 Cardiff Court, Hartland identified municipal code violations. Little improvement was observed since we discussed my June 9th, 2017 letter identifying code violations. Your property is in violation of *sections* 18-35(5), 18-33(1)d, 46-14 (12) and 82-4(d) (1) of the Village of Hartland Municipal Code ("the Municipal Code") as follows:

The outdoor storage of equipment including ladders, trailers, 55 gallon drum, scaffolding, planks and equipment, pieces of metal and wood, scrap metal, household appliances, doors, etc. is in violation of section 18-35 (5) and must be removed immediately or stored indoors.

The fascia and soffit must be kept painted or otherwise protected to prevent deterioration and to stop the devaluing influence on the neighborhood.

The presence of the dumpster is not allowed unless associated with a permitted construction project and must be covered at all times.

The parking of commercial truck and trailer on the street is not allowed and must be removed immediately.

It appears that you are operating a business from your home without an occupancy permit. You must obtain occupancy permit from the Village of Hartland.

I have included pictures of your property and cited code sections for your information.

You must bring your property into compliance by July 28, 2017. If your property is not brought into compliance by this date, the Village of Hartland will take further action including the issuance of a citation(s) and prosecution for violation of the above-referenced Municipal Code *section/sections*. Upon conviction, you may be subject to the imposition of daily forfeitures pursuant to section 1-4 of the Municipal Code.

Please call me at 367-4744 with any questions you might have, and to arrange a time and date for a premises inspection.

**SIMILAR VIOLATIONS CONCERNING THIS PROPERTY WHICH RECUR
FOUR (24) MONTHS SHALL SUBJECT YOU TO THE IMMEDIATE ISSUANCE
WITH NO ADDITIONAL OPPORTUNITY TO CORRECT, PURSUANT TO**



Page 2

SECTION 18-29(a)(4), REGARDLESS OF WHETHER A CITATION IS ISSUED FOR THIS VIOLATION. UPON RECEIPT OF A CITATION YOU MAY PAY THE FORFEITURE PURSUANT TO THE SCHEDULE ESTABLISHED BY RESOLUTION, OR UPON CONVICTION YOU MAY BE SUBJECT TO THE IMPOSITION OF DAILY FORFEITURES PURSUANT TO MUNICIPAL CODE SECTION 1-4. IN ADDITION TO PAYMENT OF ANY CITATION FINE, YOU WILL BE OBLIGATED TO CORRECT ANY CONDITION IN VIOLATION OF MUNICIPAL ORDINANCES.

Sincerely,


Scott Hussinger

Village of Hartland Building Inspector/Zoning Administrator



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

July 31, 2018

Joseph Clark
PO Box 383
Hartland, WI 53029-0383

RE: 709 Cardiff Court, Hartland

Mr. Clark,

A recent inspection of your property located at 709 Cardiff Court, Hartland identified municipal code violations. Little improvement was observed since we discussed my June 9th, 2017 letter identifying code violations. Your property is in violation of *sections* 18-35(5), 18-33(1)d, 46-14 (12) and 82-4(d) (1) of the Village of Hartland Municipal Code ("the Municipal Code") as follows:

The outdoor storage of equipment including ladders, trailers, scaffolding, planks and equipment, lumber, scrap metal, household appliances, furniture, OH door sections, etc. is in violation of section 18-35 (5) and must be removed immediately or stored indoors.

Missing fascia and soffit must be reinstalled and kept painted or otherwise protected to prevent deterioration and to stop the devaluing influence on the neighborhood.

The parking of commercial truck and trailer on the street is not allowed and must be removed immediately.

It appears that you are operating a business from your home without an occupancy permit. You must obtain occupancy permit from the Village of Hartland.

I have included pictures of your property and cited code sections for your information.

You must bring your property into compliance by August 28, 2018. If your property is not brought into compliance by this date, the Village of Hartland will take further action including the issuance of a citation(s) and prosecution for violation of the above-referenced Municipal Code *section/sections*. Upon conviction, you may be subject to the imposition of daily forfeitures pursuant to section 1-4 of the Municipal Code.

Please call me at 367-4744 with any questions you might have, and to arrange a time and date for a premises inspection.

SIMILAR VIOLATIONS CONCERNING THIS PROPERTY WHICH RECUR WITHIN TWENTY-FOUR (24) MONTHS SHALL SUBJECT YOU TO THE IMMEDIATE ISSUANCE OF A CITATION, WITH NO ADDITIONAL OPPORTUNITY TO CORRECT, PURSUANT TO MUNICIPAL CODE SECTION 18-29(a)(4), REGARDLESS OF WHETHER A CITATION IS ISSUED FOR THIS VIOLATION. UPON RECEIPT OF A CITATION YOU MAY PAY THE FORFEITURE TO THE SCHEDULE ESTABLISHED BY RESOLUTION, OR UPON CONVICTION YOU WILL BE SUBJECT TO THE IMPOSITION OF DAILY FORFEITURES PURSUANT TO MUNICIPAL CODE SECTION 1-4.

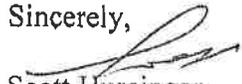
PLAINTIFF'S
EXHIBIT

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SECTION 1-4. IN ADDITION TO PAYMENT OF ANY CITATION FINE, YOU WILL BE OBLIGATED TO CORRECT ANY CONDITION IN VIOLATION OF MUNICIPAL ORDINANCES.

Sincerely,



Scott Hussinger

Village of Hartland Building Inspector/Zoning Administrator

TAGLaw International Lawyers

Christopher T. Koehnke
Direct Telephone
414-287-1534
ckoehnke@vonbriesen.com

October 9, 2018

VIA CERTIFIED AND U.S. MAIL

Mr. Joseph A. Clark
709 Cardiff Court
Hartland, WI 53029

Re: Ongoing Violations of the Village of Hartland Ordinances

Dear Mr. Clark:

I write in regard to the Village of Hartland Ordinance violations which continue to persist on your property located at 709 Cardiff Court in the Village of Hartland (the "Property"). You have previously been made aware of these violations by Scott Hussinger, the Village of Hartland Building Inspector, but have failed to take any corrective action.

As of September 28, 2018, when the Property was most recently inspected, the following violations were observed:

Violations of Section 18-35(5)

Section 18-35(5) of the Village of Hartland Ordinances prohibits the "outdoor storage of equipment or materials that detracts from or has a devaluing effect upon the neighborhood." On September 28, 2018 the following was observed being stored outdoors on the Property:

- Multiple piles of construction lumber, siding, gutters and scaffolding pieces;
- Ladder jacks, saw horses and more than five (5) ladders);
- Two (2) live animal traps;
- Multiple snow blowers, lawn mowers and a gas powered weed trimmer;
- A propane tank with a torch attached;
- Shovels and other lawn tools;
- A pickup truck cap;
- A hand truck/dolly; and
- Scaffolding which has been installed at the front of the Property since June of 2017.



Violations of Section 18-33(1)

Section 18-33(1) of the Village of Hartland Ordinances requires that all buildings be weathertight and kept in good repair. The Property has been without fascia and soffit since June of 2018, in violation of Section 18-33(1).

Violation of Section 82-4(d)(1)

Section 82-4(d)(1) of the Village of Hartland Ordinances prohibits any truck or other vehicular equipment of a commercial or industrial nature from being “parked, kept or stored for more than one hour on a lot or street in a residential district, except when loading, unloading, or rendering service.” A commercial truck and trailer is regularly observed parked in front of the Property in violation of Section 82-4(d)(1).

Violation of Section 46-14(12)

Section 46-14(12) of the Village of Hartland Ordinances prohibits home occupations or professional offices in any residential district without the issuance of an occupancy permit. The Village has reason to believe that you are running a business out of your home without a permit. Moreover, Section 46-14(12)(g) prohibits the outdoor storage of equipment associated with a home occupation.

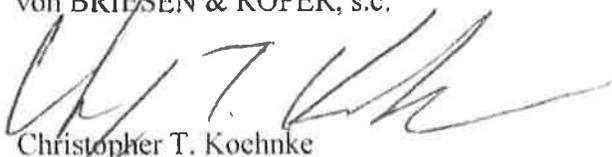
FAILURE TO BRING THE PROPERTY INTO COMPLAINE BY OCTOBER 31st WILL RESULT IN AN ENFORCMENT ACTION BEING INITIATED AGAINST YOU IN LAKE COUNTRY MUNICIPAL COURT.

Please contact the Village Building inspector immediately if you have any questions regarding what needs to be done to bring the Property into compliance with the Village Ordinances. He may be contacted at ScottH@villageofhartland.com or 262-490-8222.

Failure to bring the Property into compliance may result in a forfeiture of no less than \$50.00 per day being levied you. Each day that a violation is permitted to exist shall constitute a separate violation, which will start from the day when the violations were first observed by the Village Building Inspector.

Very truly yours,

von BRIESEN & ROPER, s.c.



Christopher T. Koehnke

cc: Scott Hussinger, Village of Hartland Building Inspector

Sec. 18-33. - Minimum standards for sanitary maintenance.

Minimum standards for sanitary maintenance of buildings shall be as follows:

- (1) Floors, walls, foundations, roofs, etc., shall be:
 - a. Weathertight.
 - b. Rodentproof.
 - c. Kept in good repair.
 - d. The exterior should be kept painted or otherwise protected to:
 1. Prevent deterioration.
 2. Stop the devaluating influence upon neighboring properties.
- (2) Stairs and porches shall be:
 - a. Kept in good repair.
 - b. Kept free from trash.
- (3) Downspouts and gutters shall:
 - a. Provide adequate roof drainage to protect the building.
 - b. Be kept in good repair so as not to detract from the neighborhood.
 - c. Not create problems on adjacent public property.
- (4) Plumbing fixtures shall be kept in good working condition.
- (5) Toilet and bathroom floors shall:
 - a. Be constructed and maintained to be leakproof and sanitary.
 - b. Be kept clean.
- (6) Chimneys and smoke pipes shall be kept clean and in good repair.
- (7) There shall be no discontinuance of service in regard to:
 - a. Electrical supply.
 - b. Water supply or heater.
 - c. Gas supply or equipment.
 - d. Exception for repair or emergency.

(Code 1991, § 20.16)

Cross reference— Solid waste, ch. 74.



Sec. 18-35. - Maintenance of premises.

The premises of a building shall be maintained as follows:

- (1) Graded and maintained to prevent water from accumulating.
- (2) Graded to prevent runoff damage to adjacent properties.
- (3) Landscaped to prevent a detrimental or devaluing effect upon neighborhood.
- (4) Maintained such that litter does not accumulate or blow onto neighboring properties.
- (5) No outdoor storage of equipment or materials that detracts from or has a devaluing effect upon neighborhood.
- (6) Maximum height of grass and weeds shall not exceed 12 inches in height.
- (7) No excessive accumulation of gravel from driveways on sidewalks and in streets.
- (8) Removal of excavated dirt piles within a reasonable time, to be determined by the building inspector.

(Code 1991, § 20.18)



Sec. 46-14. - Use regulations.

Only the following uses and their essential services may be allowed in any district:

- (1) *Permitted uses.* Permitted uses shall be those specified for a district.
- (2) *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 46-926(b)(5) and shall not exceed 15 feet in height, unless section 46-926(a) applies. Accessory structures allowed in floodplains are limited to those permitted in accordance with divisions 3 and 4 of article X.
- (3) *Conditional uses.* Conditional uses and their accessory uses are considered as special uses requiring review, public hearing and approval by the village board in accordance with article IV of this chapter. When a use is classified as a conditional use at the date of adoption of the ordinance from which this chapter is derived, it shall be considered a legal use without further action of the village board. Changes to or substitution of conditional uses shall be subject to review and approval by the village board in accordance with article IV of this chapter.
- (4) *Permitted uses not specified in this chapter.* Permitted uses not specified in this chapter and which are found by the plan commission to be similar in character to permitted uses allowed in the district, may be permitted in the district.
- (5) *Conditional uses not specified in this chapter.* Conditional uses not specified in this chapter and which are found by the plan commission to be similar in character to conditional uses that may be allowed in the district, may be permitted by the village board after review, public hearing, and approval in accordance with article IV of this chapter.
- (6) *Temporary uses.* Temporary uses may be allowed provided that such uses are of a temporary nature, do not involve the erection of a substantial structure, and are compatible with the neighboring uses. A plan of operation for such uses shall be submitted for review and approval by the plan commission. Conditions may be required by the plan commission pertaining to, but not limited to, parking, lighting, sanitary facilities, duration, and hours of operation. No temporary use shall be conducted within a street right-of-way. Compliance with all other provisions of this chapter shall be required.
- (7) *Performance standards.* Performance standards listed in article VI of this chapter shall be complied with by all uses in all districts.
- (8) *Swimming pools.*



- a. Swimming pools are a permitted accessory use in all districts.
 - b. Every swimming pool, whether in-ground or aboveground, shall be subject to setback and offset requirements of the district in which such pool is to be located. A swimming pool may be erected or constructed on any lot or parcel of land without regard to minimum area or minimum width requirements of the district. No pool shall be sited closer than six feet from any building or fence other than a fence surrounding such pool and, in the event a fence is erected surrounding such pool, an unobstructed areaway of not less than four feet shall be provided between the pool and such fence.
 - c. Except as provided in this subsection (8), every swimming pool, whether before or after erected, shall be completely enclosed before filling the pool, by a secure fence or wall not less than four feet above ground elevation. Such fence or wall shall be provided with a self-closing and self-latching gate or door with the latch located at the top of the gate or door or made inaccessible to small children in any other manner approved by the building inspector. No such fence or wall shall be required in the case of aboveground pools whose walls are perpendicular to the ground and are not less than four feet high, provided that the ladder or steps leading up to the pool is hinged at the top thereof and capable of being raised out of the reach of small children.
 - d. If any swimming pool proposed to be erected, or erected after the effective date of the ordinance from which this chapter is derived, is deemed to be a nuisance, a hazard to the health, safety or general welfare or otherwise undesirable, either to the public or surrounding properties, the issuance of a building permit may be withheld. In the case of a pool in existence on the effective date of the ordinance from which this chapter is derived, the building inspector may order its removal or proper renovation, with the right of the owner to appeal such decision to the board of zoning appeals.
 - e. All electrical connections to any swimming pool shall be properly grounded so that no electrical current can be discharged into any part of such pool or surrounding fence. No electric wires or other electrical conductor shall be strung over any swimming pool. All wiring methods shall conform to the state electrical code.
 - f. No direct connections shall be made from the pool to water service lines, sanitary sewer or storm sewer lines. All hose bibs or other plumbing fixtures used to provide filling water to the pool are to be equipped with vacuum breakers. Drainage of such pool shall not cause detriment of lands of surrounding property owners.
- (9) *Ground-mounted and building-mounted earth station dish antennas.* Ground-mounted and building-mounted earth station dish antennas are permitted as accessory uses,

provided that all applicable requirements of this chapter are met.

- a. Earth station dish antennas shall be constructed and anchored in such a manner to withstand winds of not less than 80 mph, and such installations shall be constructed of noncombustible and corrosive resistant materials.
- b. Earth station dish antennas shall be filtered and/or shielded so as to prevent the emission or reflection of electromagnetic radiation that would cause any harmful interference with the radio and/or television broadcasting or reception on adjacent properties. If harmful interference is caused subsequent to its installation, the owner of the dish antenna shall promptly take steps to eliminate the harmful interference in accordance with Federal Communications Commission regulations.
- c. Earth station dish antennas shall comply with the height provision in section 46-926(a).
- d. Earth station dish antennas shall also comply with the applicable yard provisions in section 46-926(b).
- e. Not more than one earth station dish antenna shall be permitted on a lot or parcel in a residential zoning district.
- f. Except in business, industrial and quarrying/extractive districts, earth station dish antennas shall be located and designed to reduce their visual impact on surrounding properties.

(10) *Fences.*

a. *Permit required.*

1. No person shall erect or construct any fence on any property within the village without having first obtained a building permit for such fence from the building inspector and having paid the fee prescribed by ordinance.
2. Upon the destruction of any fence, or deterioration from the elements, or otherwise, no fence may be constructed or reconstructed in place of such destroyed or deteriorated fence without having first obtained a building permit and complying with the terms and requirements of this subsection (10).

b. *Construction standards.*

1. *Generally.* Fences shall be constructed in such a manner that the finished side shall face the neighboring property. Fence posts shall be on the side of the fence facing the permit applicant's property. A plat of survey shall be submitted with each building permit application showing the location of the

- fence with relationship to the property line. If a joint fence is to be constructed on the property line, a joint permit application shall be filed by all parties having a property interest in the fence.
2. *Residential districts.* Residential fences may be permitted up to the lot line in the side and rear yards of residential districts, but shall not exceed a height of six feet, and shall not extend into the street yard. Residential fences may be solid fences. If separate fences are desired on a common lot line, then a separation of three feet between the fences must be established for future maintenance purposes.
 3. *Ornamental fences.* Ornamental fences may be permitted in the street yard in any district, but shall not be erected in a street right-of-way and shall not exceed a height of four feet. Ornamental fences shall not be constructed as to impede traffic visibility. If separate fences are desired on a common lot line, then a separation of three feet between the fences must be established for future maintenance programs. If such fences are less than 20 feet in total length, and are freestanding and not connected to a structure, then no fee is needed.
 4. *Security fences.* Security fences or screening fences may be permitted up to the property lines in all districts except residential districts, but shall not exceed ten feet in height and shall be open fences when located in the street yard. Security fences may include up to four strands of barbed wire on the top of the fence, provided that the barbed wire is at least eight feet above grade with the vertical supports for the barbed wire slanting inward away from the property line.
 5. *Maintenance.* Fences shall be kept and maintained in good, sound and presentable condition at all times. Fences not so maintained that become an eyesore or otherwise adversely affect property values in the neighborhood shall be removed upon order of the building inspector. The order shall provide 20 days minimum for such removal. Such orders shall be appealable to the village board.
 6. *Variations.* Any fence proposal at variance with the standards set forth in this subsection (8) may, upon application, be examined by the board of zoning appeals. A variance from the terms of this subsection (10) may be granted following a public hearing before the board of appeals. In making its decision on such variance, the board of appeals shall take into consideration the character or shape of the lot or parcel of land, the placement of the principal structure thereon, the elevation and functional plan, the architectural appearance, including compatibility with adjoining structures and

landscaping, and the matter of a hardship caused by the proximity of commercial areas to residential areas and of heavy traffic to such premises, together with any other factors which may, in the judgment of the board of appeals, require a variance from the terms of this subsection (10). After such hearing, the board of appeals may grant or reject such variance from the terms of this subsection (8). Notice of such hearing shall be given to all adjoining property owners within a radius of 500 feet of the premises upon which such fence is proposed to be constructed.

- (11) *Portable storage units.* Portable storage units shall not be allowed except in compliance with this section. No portable storage unit will be allowed which obstructs the normal use of any public right-of-way, fire lane, passenger or commercial loading zone. No portable storage unit will be allowed which is not maintained in good repair and condition, free from deterioration, graffiti, rust, or other damage.
- a. *Permit required.* No person shall place a portable storage unit upon their property without having first obtained a building permit from the building inspector and having paid the fee prescribed by ordinance.
 - b. *Residential districts.* In any residential district, there may be one portable storage unit per dwelling. Such portable storage unit shall be no larger than eight feet high, eight feet wide, and 16 feet long. No portable storage unit shall remain at any dwelling for more than 30 days at one time. No portable storage units shall be allowed at any dwelling in excess of 30 cumulative days in any calendar year. In residential districts, portable storage units shall be placed in an approved location by the building inspector/zoning administrator outside the applicable setbacks, using common sense and a reasonable approach.
 - c. *Nonresidential districts.* In any nonresidential district, there may be two portable storage units per principal building. No portable storage unit shall remain at any lot in a nonresidential district for more than 30 days. No portable storage units shall be cumulatively placed on any lot in a nonresidential district in excess of 30 days in any calendar year. In nonresidential districts, portable storage units shall be placed in the rear or side yard only.
 - d. *Other approvals.* On application, the plan commission may waive or modify the provisions of this section and allow such placement of portable storage units as it determines is reasonable and necessary to address unusual or exceptional circumstances, including casualty or natural disaster.
- (12) *Home occupations and professional home offices.* Home occupations and professional home offices are permitted accessory uses in any residential district, requiring an occupancy permit, provided that:
- a. The use of the residential dwelling for the home occupation or professional home

office shall be clearly incidental and subordinate to its residential use and shall not occupy more than 25 percent of the area of each floor.

- b. No home occupation or professional home office shall be located or conducted in an accessory structure.
 - c. No more than one full-time person, or any equivalent thereof, may be employed other than members of the family residing on the premises in such home occupation or professional home office.
 - d. Retail sales shall be prohibited except for the retail sales of products or goods produced or fabricated on the premises as a result of the home occupation.
 - e. No traffic, parking, noise, odor, smoke, lighting or glare generated by the home occupation or professional home office shall be greater in volume or intensity than would normally be expected in a residential neighborhood.
 - f. No materials which decompose by detonation shall be allowed in conjunction with a home occupation or professional home office.
 - g. No outdoor storage of equipment or product shall be permitted.
 - h. The home occupation or professional home office use shall not require external alteration, involve construction features not customary in a dwelling, or be inconsistent with the character of the residential neighborhood.
 - i. Home occupations or professional home offices, which comply with the conditions set forth above, may include, but are not limited to accounting, designing, canning, art and crafts, desktop publishing and other computer services, dressmaking, insurance agencies, piano teaching, telephone marketing, word processing and other similar uses.
 - j. Home occupations or professional home offices shall not include auto body or engine repair, barbering, beauty shops, construction trades, nail or manicure salons, massage parlors, tattoo parlors, body-piercing parlors, dance studios, pet boarding and other similar uses, with the exception of office bookkeeping associated with such operations.
- (13) *Use of trailers and similar vehicles restricted.* No trailer or vehicle susceptible to use for human residence or habitation, including but not limited to motor homes, trailers, campers, recreation vehicles or boats, shall be permitted to be set up, parked or used for human residence, habitation or for any purpose other than for storage.

(Ord. No. 795-12, § 1, 2-27-2012; Ord. No. 845-18, §§ 3, 4, 1-22-2018.)

Sec. 82-4. - Parking limitations.

- (a) *Reserved.*
- (b) *Winter parking.* No person, except while on an emergency call, shall park or permit any vehicle to remain parked on any street or highway in the village between 2:00 a.m. and 8:00 a.m. during November through March. Signs giving notice of this restriction shall be placed or erected at or near the village limits on all state and county trunk highways and connecting streets entering the village. Such signs shall be reflectorized and of a type approved by the state highway division as to size of lettering, shape and color. Any vehicle remaining in violation of this section for six hours after removal notice has been posted on said vehicle may be towed and owner responsible for the costs for said towing and storage. Notice of removal shall be in the form of a notice or placard affixed to the vehicle. Costs for towing and storage under this section shall be in addition to any forfeiture imposed by the court upon conviction for violation of this section.
- (c) *Parking prohibited in certain specified places.* No person shall stop or leave any vehicle standing in any alley or fire lane except temporarily for the purpose of and while actually engaging in loading or unloading or in receiving or discharging passengers and while the vehicle is attended by a licensed operator so that it may promptly be moved in case of an emergency or to avoid obstruction of traffic.
- (d) *Parking of trucks and equipment.*
 - (1) No truck or other vehicular equipment of a commercial or industrial nature, shall be parked, kept, or stored for more than one hour on a lot or street in a residential district, except when loading, unloading, or rendering a service.
 - (2) One commercially licensed motor vehicle may be parked, kept, or stored on any lot within a residential district when not loading, unloading, or rendering a service provided that said motor vehicle:
 - a. Is not located closer than three feet to the principal structure;
 - b. Is not located closer than ten feet to any lot line;
 - c. Has a total length of 24 feet or less; and
 - d. Is less than ten feet in height.
- (e) *Parking of trailers.*
 - (1) Parking of trailers detached from motor vehicles is prohibited on all village streets and public parking areas.
 - (2) This subsection (e) shall not apply to temporary parking of trailers for the purpose of, and while actually engaged in, the loading or unloading of passengers or cargo, provided that the vehicle is attended so that it can be moved in case of emergency or to avoid obstruction of traffic.



Village of Hartland
2019
Administrative Holiday Calendar

Village offices will be closed on the following days and such days are considered official holidays for employee purposes. Note, this calendar does not apply to the operations of the Hartland Library.

Tuesday, January 1, 2019	Closed All Day
Friday, April 19, 2019	Closed at 11:30 am
Monday, May 27, 2019	Closed All Day
Thursday, July 4, 2019	Closed All Day
Monday, September 2, 2019	Closed All Day
Thursday, November 28, 2019	Closed All Day
Friday, November 29, 2019	Closed All Day
Tuesday, December 24, 2019	Closed All Day
Wednesday, December 25, 2019	Closed All Day
Tuesday, December 31, 2019	Closed at 11:30 am