

VILLAGE BOARD AGENDA
MONDAY, NOVEMBER 25, 2019
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – Trustee Conner

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. Proclamation honoring Rich Bolte on his retirement from the Hartland Fire Department.
2. Consideration of a motion to approve Village Board minutes of November 11, 2019.
3. Consideration of a motion to approve vouchers for payment.
4. Consideration of actions related to Licenses and Permits
 - a. Consideration of applications for Operator's (Bartender) Licenses with a term ending June 30, 2020.
5. Consideration of actions related to the issuance of Bonds
 - a. Presentation of information regarding proposals received for the sale of bonds as approved by the Village Board.
 - b. Consideration of Resolution No. 11/25/2019-01, "A Resolution Awarding The Sale Of \$5,270,000 General Obligation Corporate Purpose Bonds, Series 2019A".
6. Second reading of a Bill for an Ordinance 11-11-2019 "A Village Board Ordinance Adopting the Village of Hartland Comprehensive Development Plan".
7. Consideration of a motion to adopt Bill for an Ordinance 10-28-2019-01, "An Ordinance to Amend Chapter 18 of the Village of Hartland Municipal Code Pertaining to State Uniform Building Codes Adopted".
8. Consideration of a motion to adopt Bill for an Ordinance 10-28-2019-02, "An Ordinance to Amend Chapter 18 of the Village of Hartland Municipal Code Pertaining to State Uniform Electrical and Plumbing Codes Adopted".
9. Presentation from Rotary for possible renaming of Hartbrook Park to Rotary Park and plan of proposed improvements.

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10. Consideration of a motion to approve Resolution No. 11/25/2019-02, "A Resolution Approving the Sewer Utility Rate Effective First Quarter 2020."

Items referred from the November 18, 2019 Plan Commission meeting

11. Discussion and consideration of conceptual plans for Zion Church Condominium Redevelopment.
12. Review and consideration of an Extraterritorial Certified Survey Map in the Town of Delafield.

Others items for consideration

13. Discussion and consideration of installation of no parking signage on Industrial Drive.
14. Discussion and consideration of a motion to approve the ordering and purchase of brush chipper and skid steer for the Department of Public Works, and to declare the old equipment as surplus.
15. Discussion and consideration of a motion to approve the Industrial Service Agreement re: Wastewater Discharges with Medline Industries. Inc.
16. Discussion and consideration of cancellation of the December 23 Village Board meeting or reschedule the meeting to December 30.
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. Adjournment.

Ryan Bailey, Interim 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.

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 11, 2019
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

Pledge of Allegiance – Trustee Ludtke

Present: Trustees Anson, Dorau, Meyers, Wallschlager, Ludtke, Conner, President Pfannerstill

Others Present: Finance Director Bailey, Clerk Igl, Operations Supervisor Gerszewski, Utility Operations Supervisor Felkner, Fire Chief Dean, Police Captain Kelsey, Building Inspector Hussinger, Police Chief Misko, Village Engineer Amtmann, Library Director Gest, Matt Neumann and 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/Ludtke) to approve Village Board minutes of October 28, 2019. Carried (7-0).
2. Motion (Wallschlager/Ludtke) to approve vouchers for payment in the amount of \$1,378,102.86. Carried (7-0). Trustee Wallschlager asked why the Village is using a company for lawn services rather than having staff perform those tasks. Operations Supervisor Gerszewski stated that it is a better use of resources to have staff concentrate on other tasks.
3. Consideration of actions related to Licenses and Permits
 - a. Motion (Dorau/Wallschlager) to approve applications for Operator's (Bartender) Licenses with a term ending June 30, 2020. Carried (6-0). Anson abstained.
4. First reading of a Bill for an Ordinance 11-11-2019 "A Village Board Ordinance Adopting the Village of Hartland Comprehensive Development Plan".

Interim Administrator Bailey stated that this ordinance is required for the approval of the plan. The item will be placed on the next agenda for a second reading.

5. Second reading of a Bill for an Ordinance 10-28-2019-01, "An Ordinance to Amend Chapter 18 of the Village of Hartland Municipal Code Pertaining to State Uniform Building Codes Adopted".

This item will be placed on the next agenda for third reading and consideration of approval.

6. Second reading of a Bill for an Ordinance 10-28-2019-02, "An Ordinance to Amend Chapter 18 of the Village of Hartland Municipal Code Pertaining to State Uniform Electrical and Plumbing Codes Adopted".

This item will be placed on the next agenda for third reading and consideration of approval.

7. Consideration of items related to the 2020 Village Budget as shown on Tab 1 Page 8 and Tab 31 Pages 1 and 2 of the 2020 Budget Book. All information after Tab 1 is for informational purposes only. These figures may be modified by the Village Board during final consideration at this meeting.
 - a. Discussion of 2020 Budget
Interim Administrator Bailey stated that the proposed budget includes the skid loader and dump truck requested by DPW. He further stated that the Village did not have the total assessed value yet due to court actions taken but it is expected soon.
 - b. Motion (Anson/Pfannerstill) to approve the 2020 Municipal General Fund Budget in the amount of \$7,758,532 shown on Tab 1 Page 8 of the 2020 Budget Book (Roll call vote) All ayes.
 - c. Motion (Meyers/Dorau) to approve the 2020 Water Utility Budget in the amount of \$2,292,676 shown on Tab 1 Page 8 of the 2020 Budget Book (Roll call vote) All ayes.
 - d. Motion (Meyers/Dorau) to approve the 2020 Sewer Utility Budget in the amount of \$2,412,655 as shown on Tab 1 Page 8 of the 2020 Budget Book (Roll call vote) All ayes.
 - e. Motion (Ludtke/Dorau) to approve the 2020 TIF #4 Budget in the amount of \$320 as shown on Tab 1 Page 8 of the 2020 Budget Book (Roll call vote) All ayes.
 - f. Motion (Conner/Anson) to approve the 2020 TIF #5 Budget in the amount of \$7,924 as shown on Tab 1 Page 8 of the 2020 Budget Book (Roll call vote) All ayes.
 - g. Motion (Anson/Dorau) to approve the 2020 TIF #6 Budget in the amount of \$103,820 as shown on Tab 1 Page 8 of the 2020 Budget Book (Roll call vote) All ayes.
 - h. Motion (Conner/Ludtke) to approve the 2020 Debt Service Budget in the amount of \$1,697,035 as shown on Tab 1 Page 8 of the 2020 Budget Book (Roll call vote) All ayes.
 - i. Motion (Meyers/Dorau) to approve the 2020 Capital Improvements, Impact Fee and Special Revenue and other funds in the amount of \$3,609,982 for a total Village Expenditure budget in the amount of \$17,882,944 (Roll call vote) Carried 5-2. Ludtke and Conner voted nay.
 - j. Motion (Anson/Ludtke) to authorize a Downtown Business Improvement District assessment of \$74,800 as requested by the BID Board with approval of the BID's final expenditure budget held until consideration of the 2020 Operation Plan. (Roll call vote) All ayes.
 - k. Motion (Conner/Ludtke) to approve a Property Tax Levy in the amount of \$6,293,160 (Roll call vote) All ayes.
 - l. Motion (Dorau/Ludtke) to approve a general wage adjustment of 2% and the resulting 2020 Payroll Matrix Tab 31 Page 1 (Roll call vote) All ayes.
8. Discussion and consideration of a motion to approve the Agreement between Members of the Suburban Critical Incident Team for the purchase of an armored vehicle.

Chief Misko stated that the agreement was reviewed by the Village Attorney. He stated that the total cost is anticipated to be approximately 50% of the original sum due to fundraising efforts. The team wants to order the vehicle as soon as possible as there is a significant lead time. Motion (Ludtke/Dorau) to approve the Agreement between Members of the Suburban Critical Incident Team for the purchase of an armored vehicle. Carried (7-0).

9. Discussion and consideration of a motion to approve the ordering and purchase of Police Department vehicles for delivery in 2020 and declaring the two 2016 Ford Explorers as surplus.

Chief Misko stated that the two 2016 vehicles being replaced will be sold on the Wisconsin surplus website. He stated that the new vehicles were included in the 2020 budget but that there is a 20-22 week lead time. If the vehicles are ordered now, they should arrive in spring. Trustee Ludtke asked for clarification on the vehicle pricing. Chief Misko stated that vendors agree to the pricing through the state bid plan. Motion (Conner/Dorau) to approve the ordering and purchase of Police Department vehicles for delivery in 2020 and declaring the two 2016 Ford Explorers as surplus and sold on Wisconsin Surplus. Carried (7-0).

10. Discussion and consideration of a motion to approve the Food Truck Policy.

Operations Supervisor Gerszewski stated that staff had asked the Park and Recreation Board to consider a food truck policy as there have been more requests for them in the parks during rental of shelters. It was stated that the policy limits the number per event. It was clarified that the house of operation are for during an event and not past normal park closing hours. Motion (Ludtke/Conner) to approve the Food Truck Policy. Carried (7-0).

11. Discussion and consideration of a motion to approve the planting of street and subdivision trees.

Operations Supervisor Gerszewski stated that bids were requested from three contractors but only two responded. It was stated that subdivision trees are planted per the developer's landscape plan. Motion (Anson/Meyers) to approve the planting of street and subdivision tree planting contract with Johnson Nursery in the total amount of \$52,230.85 (\$16,036.49 for subdivision trees and \$36,194.36 for street trees). Carried (7-0).

12. Discussion and consideration of a motion to approve a contract for inspection services with Wisconsin Building Inspections, LLP.

Interim Administrator Bailey stated that he had sent requests for proposals to four building inspection firms. Motion (Meyers/Anson) to approve a three year contract for inspection services with Wisconsin Building Inspections, LLP. Carried (7-0).

13. Discussion and consideration of a motion to approve a design agreement with BSI (Building Service Inc.) for services related to remodeling of the Village Board room and Administration counter.

President Pfannerstill stated that there are two areas that need updating. He stated that the mechanical gate at the counter of the administration department is broken. Additionally, security of the counter area needs to be improved. President Pfannerstill also commented that the Village Board room is outdated and in need of a remodel. After discussion, staff was asked to get at least three bids for design work on these projects.

14. Consider and take action to approve the hiring of the Buelow Vetter law firm, which specializes in employment matters, to assist and provide legal guidance to the Village Police and Fire Commission in connection with disciplinary charges against a member of one of the public safety departments under its jurisdiction.

President Pfannerstill stated that the Village Attorney represents the Village Board; however, a separate attorney is necessary to provide services to the Police and Fire Commission. Motion (Wallschlager/Anson) to approve the hiring of the Buelow Vetter law firm, which specializes in employment matters, to assist and provide legal guidance to the Village Police and Fire Commission in connection with disciplinary charges against a member of one of the public safety departments under its jurisdiction. Carried (7-0).

15. Discussion and consideration of placing photographs of elected officials and staff on the Village's website.

Interim Administrator Bailey commented that he has met resistance from staff about placing their photos on the Village's website. There was consensus among the Village Board members that they would place their photos on the site. Department heads were asked to discuss further with their staff members. It was requested that Village Board member photos be taken and placed on the Village website by April 15.

16. Discussion and consideration of creating a Village flag and updating the Village seal.

President Pfannerstill commented that he feels it is time to update the Village logo and possibly create a Village flag which could be based on the Village's history. Staff was asked to consider options including holding a design contest (reaching out to residents/students) or working with a marketing firm to create a design. Staff will begin looking at options.

17. Discussion and consideration of a motion to approve the purchase of RFID system for the library.

Library Director Gest stated that the system would be ordered once approved but would not be received until sometime in 2020. Motion (Dorau/Ludtke) to approve the purchase of the RFID system for the library. Carried (7-0).

18. Discussion and consideration of allowing Neumann Developments to start construction on identified lots without binder.

Matt Neumann stated that their request was due to the unusual weather as a contingency plan to start construction on stone roads rather than with a binder course in place. It was stated that there would be no occupancy permits issued until the roads are completed. It was stated that Neumann Developments has a letter of credit posted to guarantee completion of the project.

Interim Administrator Bailey stated that historically Hartland has not allowed construction without binder in place. Village Engineer Amtmann stated that he would like to see the area get stabilized as much as possible and that there is a three step process in place to assist in making the decision whether to move forward with the binder course. He stated that there are three pages of contingency items that have been agreed to if construction is allowed without binder.

It was stated that it will be a day by day situation over the next two weeks depending on weather conditions.

Interim Administrator Bailey stated that there are protections in the agreement that are to protect the Village. He further stated that the binder is usually required to allow public safety vehicle access. Chief Misko, Chief Dean, Building Inspector Hussinger, Operations Supervisor Gerszewski and Utility Operations Supervisor Felkner were asked whether they were comfortable with allowing construction to begin construction without binder and they agreed that they were.

After further discussion, motion (Meyers/Conner) to approve the contingency plan and allow building permits on the stone base in the event that they are unable to get the binder and curb in place this fall. Carried (6-1). Wallschlager opposed.

19. 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.

Trustee Ludtke extended a thank you to all veterans in honor of Veterans Day.

Trustee Dorau commented the VFW for their Veterans Day service.

Chief Dean also thanked veterans for their service. Further, he thanked the board and community for their support of the department including the purchase of the vehicle that was included in the list of vouchers. He stated that the department is experiencing savings in maintenance costs and that the trucks are more universal now.

20. Consideration of a motion to recess to closed session pursuant to State Statutes §19.85 (1) (c) for the purpose of considering employment, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. [Roll Call Vote]

Motion (Ludtke/Dorau) to recess to closed session pursuant to State Statutes §19.85 (1) (c) for the purpose of considering employment, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. [Roll Call Vote] All ayes. Adjourned to closed session at 8:28 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: November 19, 2019

RE: Voucher List

Attached is the voucher list for the November 25, 2019 Village Board meeting.

November 25, 2019 Checks: \$ 183,150.07

Total amount to be approved: \$ 183,150.07

VILLAGE OF HARTLAND
VOUCHER LIST - NOVEMBER 25, 2019

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-23170 PERFORMANCE BOND DEPOSITS(OCC)	ANDERSON HOMES	OCC/1651 WHISTLING HILL	\$1,500.00
R 101-44300 PERMITS	D MASTERS ELECTRIC	ELECTRICAL PERMIT	\$35.00
G 804-21520 RETIREMENT DEDUCTIONS PAYABLE	EDWARD JONES	GARDNER IRA 10/04 AND 10/18	\$124.64
G 101-23170 PERFORMANCE BOND DEPOSITS(OCC)	JEFF HORWATH FAMILY BLDRS.	OCC/335 HEMLOCK CT	\$1,500.00
G 101-23170 PERFORMANCE BOND DEPOSITS(OCC)	SCHIMENZ, CHRISTINE	OCC/407 PARK CT	\$1,500.00
G 403-31842 SENDIKS	VON BRIESEN & ROPER	LEGAL SERVICES	\$1,968.00
EXPENSE Descr			\$6,627.64
EXPENSE Descr AMBULANCE			
E 101-52300-800 CAPITAL OUTLAY	AIR ONE EQUIPMENT INC	PULL ON BOOT	\$405.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL	\$234.61
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	CORNER CADDY	\$37.75
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	\$860.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	\$33.60
E 101-52300-800 CAPITAL OUTLAY	JEFFERSON FIRE & SAFETY INC	TURN OUT GEAR/PETERSON	\$2,187.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$71.34
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PHYSIO-CONTROL INC	2019-2020 MAINTENANCE	\$2,937.60
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	STEVEN PAUL DESIGNS	WATCHES	\$375.00
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	WCTC(BILLING)	NASH PARAMEDICA COURSES	\$203.00
EXPENSE Descr AMBULANCE			\$7,344.90
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-810 ADMINISTRATION EXPENSE	SIGN A RAMA	EXPORE HARTLAND BANNERS	\$1,505.00
EXPENSE Descr CORPORATE RESERVE EXPENSES			\$1,505.00
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-719 EVENTS	AVALON GRAPHICS LLC	HARTLAND LIGHTS/HOLIDAY TRAIN BANNERS	\$375.00
E 804-56700-140 RETIREMENT BENEFITS	EDWARD JONES	GARDNER IRA 10/04 AND 10/18	\$62.74
E 804-56700-754 OFFICE EQUIPMENT	ONTECH SYSTEMS, INC	BID LAPTOP	\$850.00
E 804-56700-719 EVENTS	PALMERS STEAKHOUSE	BID GIFT CERTIFICATE	\$50.00
E 804-56700-719 EVENTS	VILLAGE GRAPHICS	POSTERS FOR HARTLAND LIGHTS	\$34.75
EXPENSE Descr ECONOMIC DEVELOPMENT			\$1,372.49
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	NOV ADMIN SERVICES	\$172.58
EXPENSE Descr FINANCIAL ADMINISTRATION			\$172.58
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	5 ALARM FIRE	GASCO ECOSMART GAS REFILL/HAZMAT	\$198.00
E 101-52200-255 BLDGS/GROUNDS	AIR ONE EQUIPMENT INC	CREDIT	-205.00

Account Descr	Search Name	Comments	Amount
E 101-52200-360 VEHICLE MAINT/EXPENSE	AMERICAN TEST CENTER	TEST/INSPECTION FIRE TRUCK	\$495.00
E 101-52200-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	ANTIFREEZE	\$17.89
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	GALL S, INC.	COAT/RANK STRIPE GILMORE	\$218.99
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	W.S. DARLEY & CO.	HOSE	\$125.22
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	SEPT-OCT COPIER	\$45.54
EXPENSE Descr FIRE PROTECTION			\$895.64
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-395 COMMUNITY RELATIONS	AVALON GRAPHICS LLC	HOLIDAY TRAIN BANNERS	\$140.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	COMPETITOR AWARDS & ENGRAVING	NAME BADGE/NAME PLATE RHODE	\$50.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/RHODE	\$29.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	OCT-JAN COPIER	\$444.60
E 101-51400-215 PLANNING SERVICES	SRF CONSULTING GROUP INC	OCT PROFESSIONAL SERVICES	\$1,143.02
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$2,091.00
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$1,666.60
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$15,705.88
EXPENSE Descr GENERAL ADMINISTRATION			\$21,270.10
EXPENSE Descr INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	OCT PERMITS	\$5,846.72
EXPENSE Descr INSPECTION			\$5,846.72
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AXON ENTERPRISE INC	CARTRIDGES	\$464.93
E 101-52100-800 CAPITAL OUTLAY	AXON ENTERPRISE INC	HOLSTER/BATTERY/STANDARD CARTRIDGE	\$4,647.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	CDW GOVERNMENT INC	THERMAL PAPER	\$182.76
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	ADULT SMART PADS	\$402.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HAHN ACE HARDWARE	PAINT	\$14.39
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	MOUNT SNOW TIRES SQ #6	\$88.20
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	REPAIR TIRE SQ #9	\$36.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	MOUNT SNOW TIRES SQ #4	\$88.20
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	WINTER TIRES	\$786.20
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	MOUNT SNOW TIRES SQ #1	\$88.20
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	MOUNT SNOW TIRES SQ #2	\$88.20
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	MOUNT SNOW TIRES SQ #3	\$88.20
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	MOUNT SNOW TIRES SQ #5	\$88.20
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #1 BATTERY	\$186.44
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #6 BRAKES/OIL CHANGE	\$778.34
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	OCT USER FEE	\$147.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	PRECISION CARTRIDGE INC	AMMUNITION	\$4,075.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN/GARDNER	\$29.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	OCT PRISONER HOUSING	\$34.02

Account Descr	Search Name	Comments	Amount
EXPENSE Descr LAW ENFORCEMENT			\$12,312.78
EXPENSE Descr LIBRARY			
E 101-55110-255 BLDGS/GROUNDS	AUER STEEL	THERMOSTAT	\$98.45
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DELL MARKETING L.P.	COMPUTERS FOR PATRONS	\$3,468.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DELL MARKETING L.P.	STAFF COMPUTERS	\$5,550.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	DEMCO INC	LABELS/BOOKMARKS/ALBUMS	\$207.23
E 101-55110-325 PERIODICALS	EBSCO	SUBSCRIPTION RENEWAL	\$1,152.27
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY WORLD LLC	RECORDED BOOKS	\$79.99
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY WORLD LLC	RECORDED BOOKS	\$89.99
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	LARGE PRINTS	\$184.44
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	KAPCO	EASY JACKETS	\$100.51
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$306.26
E 101-55110-310 BOOKS & MATERIALS	PENGUNJ RANDOM HOUSE LLC	LARGE PRINT	\$22.50
E 101-55110-310 BOOKS & MATERIALS	PENGUNJ RANDOM HOUSE LLC	ADULT AUDIOBOOK	\$33.75
E 101-55110-310 BOOKS & MATERIALS	PENGUNJ RANDOM HOUSE LLC	LARGE PRINTS	\$45.75
E 101-55110-310 BOOKS & MATERIALS	PENGUNJ RANDOM HOUSE LLC	ADULT AUDIOBOOK	\$24.00
E 101-55110-310 BOOKS & MATERIALS	PENGUNJ RANDOM HOUSE LLC	ADULT AUDIOBOOKS	\$97.50
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$118.50
E 101-55110-255 BLDGS/GROUNDS	POHLMAN, THOMAS	REIMBURSE OFFICE SUPPLIES	\$126.06
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	QUILL CORPORATION	PROGRAM SUPPLIES	\$187.99
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	QUILL CORPORATION	PROGRAM SUPPLIES	\$37.99
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	QUILL CORPORATION	PROGRAM SUPPLIES	\$40.47
E 101-55110-310 BOOKS & MATERIALS	RECORDED BOOKS LLC	ADULT AUDIOBOOK	\$99.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	AUG-OCT ADDL IMAGES	\$144.67
E 101-55110-325 PERIODICALS	WAUKESHA CTY HISTORICAL SOCIET	MEMBERSHIP RENEWAL	\$30.00
E 101-55110-310 BOOKS & MATERIALS	WE ENERGIES	OCT GAS SERVICE	\$122.29
E 101-55110-255 BLDGS/GROUNDS	WIL-KIL	COMMERICAL CONTRACT	\$50.00
EXPENSE Descr LIBRARY			\$12,417.61
EXPENSE Descr LIBRARY SPEC EXPENSE			
E 205-59100-305 EXPENSES-OTHER	MCMANUS, MELANIE	ICE AGE TRAIL PRESENTATION	\$350.00
EXPENSE Descr LIBRARY SPEC EXPENSE			\$350.00
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$143.13
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	NUTS/BOLTS	\$0.89
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	BATTERY	\$3.57
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	CLAMP	\$3.43
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	ANCHORS	\$15.22
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$118.50
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	OCT-NOV ELECTRIC	\$1,347.09

Account Descr	Search Name	Comments	Amount
EXPENSE Descr MUNICIPAL BUILDING			\$1,631.83
EXPENSE Descr NIXON PARK S - REPLACE BRIDGE			
E 401-76120-285 CONSTRUCTION COSTS	FORD CONSTRUCTION CO	BILLING #2 BRIDGE REPLACEMENT	\$9,155.00
E 401-76120-285 CONSTRUCTION COSTS	WHEELER LUMBER LLC	BRIDGE NIXON PARK	\$15,375.00
EXPENSE Descr NIXON PARK S - REPLACE BRIDGE			\$24,530.00
EXPENSE Descr PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	ROPE	\$49.33
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	MENARDS- PEWAUKEE	CREDIT	-\$59.97
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	MENARDS- PEWAUKEE	OUTSIDE CLOSURE	\$32.95
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	MENARDS- PEWAUKEE	SILVER SYNTHETIC ROOFING	\$59.97
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	MENARDS- PEWAUKEE	CREDIT	-\$431.68
EXPENSE Descr PARKS			-\$349.40
EXPENSE Descr PUBLIC WORKS			
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	NOZZLE	\$35.53
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	BLADES	\$57.91
E 101-53000-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	TAPE	\$6.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$306.87
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$837.02
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$1,021.27
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$1,271.81
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$646.08
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	FEHR GRAHAM	SAFETY PROGRAM DEVELOPEMNT/TRAINING	\$574.83
E 101-53000-180 OTHER BENEFITS	FELKNER, DAVID	REIMBURSE CLOTHING ALLOWANCE	\$140.01
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$132.95
E 101-53000-180 OTHER BENEFITS	JUNGBLUTH, LEO	REIMBURSE CLOTHING ALLOWANCE	\$20.01
E 101-53000-430 SNOW & ICE REMOVAL	KAESTNER AUTO ELECTRIC CO	PLow MARKERS	\$358.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	KRIETE GROUP	FUEL LINES #28	\$23.56
E 101-53000-360 VEHICLE MAINT/EXPENSE	KRIETE GROUP	FUEL LINES #28	\$53.09
E 101-53000-360 VEHICLE MAINT/EXPENSE	KRIETE GROUP	FUEL LINES #28	\$223.35
E 101-53000-410 STREETS GEN MAINT	LANGE ENTERPRISES INC	FLEX MARKERS	\$739.00
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	WOOD	\$155.49
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	AIR/OIL FILTERS/FREEZE OFF	\$164.74
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	OIL DISPENSER	\$87.80
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	GLOVES/SAFETY GLASSES/IBUPROFEN	\$161.06
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	SENSOR/BELT/SWITCH	\$196.39
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	WINDOW REGULATOR/ASSEMBLY	\$234.01
E 101-53000-225 STREET LIGHTING	WE ENERGIES	OCT-NOV FW WEST	\$110.61
E 101-53000-225 STREET LIGHTING	WE ENERGIES	SEPT-OCT ST LIGHTING	\$8,644.75
E 101-53000-410 STREETS GEN MAINT	WI DEPT OF TRANSPORTATION 7366	HARTBROOK DRIVE	\$107.32

Account Descr	Search Name	Comments	Amount
EXPENSE Descr PUBLIC WORKS			\$16,309.46
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUVAL, SHANNON	SMART SITTER	\$668.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FUTURA LANGUAGE PROFESSIONALS	FALL SPANISH PROGRAM	\$585.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	PASS SHOOT SCORE PROGRAM	\$2,016.00
E 101-55300-295 TRIPS	MEMONEE FALLS SCHOOL DISTRIC	CRANBERRIES AND WINE TRIP	\$150.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SCHOLTKA, JENNIFER J	SEPT-NOV ZUMBA	\$1,120.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	SEPT-OCT LEARN TO SKATE	\$540.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$5,079.80
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL SERVICES	OCT SERVICES	\$35,847.87
EXPENSE Descr REFUSE & GARBAGE COLLECTION			\$35,847.87
EXPENSE Descr SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	NOV ADMIN SERVICES	\$26.55
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	FEHR GRAHAM	SAFETY PROGRAM DEVELOPEMNT/TRAINING	\$574.83
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	EARPLUGS/GLOVES	\$270.54
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	VISU-SEWER, INC.	CC TV INSPECTION OF SEWER MAINS	\$22,589.33
EXPENSE Descr SEWER SERVICE			\$23,461.25
EXPENSE Descr WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	NOV ADMIN SERVICES	\$66.37
E 620-53700-923 OUTSIDE SERVICES	FEHR GRAHAM	SAFETY PROGRAM DEVELOPEMNT/TRAINING	\$574.84
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	GRAINGER	FAN WELL #5	\$103.79
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	MENARDS- PEWAUKEE	FURNANCE WELL #6	\$831.84
E 620-53700-674 METERS	MIDWEST METER INC	METERS	\$3,463.60
E 620-53700-654 MAINTENANCE OF HYDRANTS	PRAXAIR DISTRIBUTION INC	DRY ICE	\$37.41
E 620-53700-654 MAINTENANCE OF HYDRANTS	PRAXAIR DISTRIBUTION INC	DRY ICE	\$11.44
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	PRO INDUSTRIAL CONTROLS	HEATER FOR MICRO BOOSTER	\$118.44
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	SEPT-OCT MICROBOOSTER	\$343.95
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	SEPT-OCT #3 PUMPHOUSE	\$972.12
EXPENSE Descr WATER UTILITY			\$6,523.80
			\$183,150.07

**VILLAGE OF HARTLAND
LICENSES AND PERMITS
NOVEMBER 25, 2019**

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

Nyah Rutchik
Nikeeta Quillman
Brittany Kucia

The Police Chief and Village Clerk have reviewed the applications listed above. The applicants have successfully completed the Responsible Beverage Servers Course.

RESOLUTION NO. _____

RESOLUTION AWARDDING THE SALE OF \$5,270,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2019A

WHEREAS, on October 28, 2019, the Village Board of the Village of Hartland, Waukesha County, Wisconsin (the "Village") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts and for the following public purposes: \$1,845,000 for paying the cost of street improvement projects; \$1,610,000 for paying the cost of sewerage projects, consisting of sanitary sewer and storm sewer projects; \$610,000 for paying the cost of water system projects; \$165,000 for paying the cost of parks and public grounds projects; \$260,000 for paying the cost of a parking lot project; \$65,000 for paying the cost of library projects; and \$715,000 for paying the cost of acquiring a fire engine and other equipment of the fire department (collectively, the "Initial Resolutions");

WHEREAS, on October 28, 2019, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2019A" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolutions (collectively, the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 25, 2019;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 25, 2019;

WHEREAS, the Village has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the

Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of \$_____ for the following purposes and in the following amounts: \$_____ for street improvement projects; \$_____ for sewerage projects, consisting of sanitary sewer and storm sewer projects; \$_____ for water system projects; \$_____ for parks and public grounds projects; \$_____ for a parking lot project; \$_____ for library projects; and \$_____ for acquiring a fire engine and other equipment of the fire department.

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

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FIVE MILLION TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$5,270,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2019A"; shall be issued in the aggregate principal amount of \$5,270,000; shall be dated December 12, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on June 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the Village shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2020 through 2038 for the payments due in the years 2020 through 2039 in the amounts set forth on the Schedule. The amount of tax levied in the year 2020 shall be the total amount of debt service due on the Bonds in the years 2020 and 2021; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2020.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, proceeds of the Bonds or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account

created below and used to pay debt service on the Bonds coming due in 2020 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2019A, dated December 12, 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

DRAFT

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded November 25, 2019.

Jeffrey Pfannerstill
President

ATTEST:

Darlene Igl
Village Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on June 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
NO. R-____ VILLAGE OF HARTLAND \$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2019A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ December 12, 2019 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Hartland, Waukesha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$5,270,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes in the following principal amounts: \$_____ for street improvement projects; \$_____ for sewerage projects, consisting of sanitary sewer and storm sewer projects; \$_____ for water system projects; \$_____ for parks and public grounds projects;

\$ _____ for a parking lot project; \$ _____ for library projects; and \$ _____ for acquiring a fire engine and other equipment of the fire department, as authorized by resolutions adopted on October 28, 2019 and November 25, 2019. Said resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds maturing on June 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolutions referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney,

together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Hartland, Waukesha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN

By: _____
Jeffrey Pfannerstill
President

(SEAL)

By: _____
Darlene Igl
Village Clerk

DRAFT

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the Village of Hartland, Waukesha County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

**VILLAGE OF HARTLAND
BOARD OF TRUSTEES**

ORDINANCE NO. _____

**A VILLAGE BOARD ORDINANCE ADOPTING
THE VILLAGE OF HARTLAND COMPREHENSIVE PLAN**

WHEREAS, the Village of Hartland, pursuant to the provisions of Section 62.23 of the Wisconsin Statutes, has created a Village Plan Commission; and

WHEREAS, the Village Plan Commission has prepared, with the assistance of the planning consultant from SRF Consulting, a comprehensive plan for the physical development of the Village of Hartland. Said plan is entitled *Village of Hartland Comprehensive Plan*, Waukesha County, Wisconsin; and

WHEREAS, the Village Plan Commission held a public hearing on the 6th day of June, 2019 and adopted the comprehensive plan and the attendant recommended land use plan on the 18th day of November, 2019 and has submitted a certified copy of the resolution to the Board of Trustees of the Village of Hartland; and

WHEREAS, the Board of Trustees of the Village of Hartland concurs with the Village Plan Commission and the objectives and recommendations set forth in *Village of Hartland Comprehensive Plan*, Waukesha County, Wisconsin.

NOW, THEREFORE, BE IT ORDAINED, that the Board of Trustees of the Village of Hartland hereby adopts *Village of Hartland Comprehensive Plan*, and the attendant recommended land use plan as a guide for the future development of the Village of Hartland and its environs.

Passed and adopted this _____, by the Board of Trustees of the Village of Hartland.

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, MMC, WCPC, Village Clerk

VILLAGE OF HARTLAND

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 18 OF THE
VILLAGE OF HARTLAND MUNICIPAL CODE PERTAINING TO
STATE UNIFORM BUILDING CODES ADOPTED**

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

Section 1: Sec. 18-82 Article IV of Chapter 18 of the Village of Hartland Municipal Code of Ordinances pertaining to State Uniform Building Codes is hereby repealed in its entirety and replaced with the following.

ARTICLE IV. BUILDING CODE

Sec. 18-82 State Uniform Building Codes Adopted

The administrative code provisions describing and defining building regulations in Wis. Admin. Code Ind. Chapters SPS 320-325 Uniform Dwelling Code, Chapters SPS 361-366 Commercial Building Code, Chapters SPS 316 Electrical Code and Chapters SPS 380-387 Plumbing Code are hereby adopted and by reference made a part of this article as if fully set forth in this section. Any act required to be performed or prohibited by an Administrative Code Provision incorporated herein by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the Administrative Code Provisions incorporated herein are intended to be made part of this article to secure uniform statewide regulation of one-family and two-family dwellings and commercial buildings and structures in this village.

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 proper publication.

Adopted this ____ day of _____, 2019.

VILLAGE OF HARTLAND

ATTEST:

By: _____
Jeffrey Pfannerstill, Village President

Darlene Igl, MMC, WCPC, Village Clerk

VILLAGE OF HARTLAND

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 18 OF THE
VILLAGE OF HARTLAND MUNICIPAL CODE PERTAINING TO
STATE UNIFORM ELECTRICAL AND PLUMBING
CODES ADOPTED**

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

Section 1: Sec. 18-131(a) Article V and Sec. 18-161(a) Article VI of Chapter 18 of the Village of Hartland Municipal Code of Ordinances pertaining to State Codes adopted are hereby amended.

ARTICLE V. ELECTRICAL CODE

Sec. 18-131(a) State Code

The Wisconsin State Electrical Code as set forth in Wis. Admin. Code Chapter Comm 316, and the National Electrical Code provisions adopted therein, and any amendments thereto are hereby made a part of this article by reference, and shall extend over and govern the installation of all electrical installations, alterations or repairs in the village, except as otherwise provided in this article.

ARTICLE VI. PLUMBING CODE

Sec. 18-161(a) State Regulations Adopted

Adopted by reference. Wis. Stats. ch. 145, the state plumbing code, and Wis. Admin. Code Chapter Comm 382 to 387 are adopted and by reference made a part of this article with the same force and effect as though set out in full. Failure to comply with any of the provisions of such regulations shall constitute a violation of this article, punishable according to the penalties provided in section 18-167.

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 proper publication.

Adopted this ____ day of _____, 2019.

VILLAGE OF HARTLAND

ATTEST:

By: _____
Jeffrey Pfannerstill, Village President

Darlene Igl, MMC, WCPC, Village Clerk

To: Village of Hartland Board of Directors
From: Lake Country Rotary Board Members 
Re: Hartbrook Park Renovation & Potential Renaming Project
Date: For November 25, 2019 Board Meeting



Last year Lake Country Rotary President Bob Mallow, on behalf of the club, engaged the Village of Hartland Park Board, as well as Hartland Village Board to present the concept of erecting a large, 90', American flag in Hartbrook Park. This concept was met with approval and left that the club would take the initiative of getting plans drawn and then make a presentation back to the Village Board. The club also began planning fundraising and informational efforts so that the whole community could know what was in the works and why.

Since then, our club has re-committed to investing in Hartland and this year's Board, along with club members, are very supportive of taking the flag project to another level, to include partnering with the Village of Hartland to:

- Erect the flag as already discussed;
- Assist the Village in creating a plan for additional improvements including:
 - the building of the student-designed war memorial project (there was a contest for area students 3-4 years ago);
 - ongoing Bark River clean-up
 - review and potential long-range plans for other improvements (baseball diamond, sand volleyball courts, basketball courts, playground area and pavillion)

With Lake Country Rotary's involvement and investment in this park, we would like the Village Board to also consider allowing the renaming of Hartbrook Park to become Rotary Park. This renaming would be symbolic for the aforementioned commitment but does not mean that Lake Country Rotary would assume maintenance or be asking to purchase the park.

Representatives of the club are looking forward to attending the Village Board meeting including past-President Bob Mallow, current President Melissa Thompson, and President-elect Jeremy Pfaff.

VILLAGE OF HARTLAND

RESOLUTION NO. 11/25/2019

A RESOLUTION APPROVING THE SEWER UTILITY RATE

EFFECTIVE FIRST QUARTER 2020

WHEREAS, the Village of Hartland has established Sewer Utility billing rates and has the ability to change them as necessary.

NOW THEREFORE, be it hereby resolved by the Board of Trustees for the Village of Hartland as follows:

1. The Sewer Utility Rate shall increase from \$6.55 to \$6.88 per one thousand (1,000) gallons for all Sewer Utility customers with the new rate to go into effect on December 16, 2019.

Adopted this 25th day of November, 2019.

Jeffrey Pfannerstill, Village President

Attest:

Darlene Igl, MMC/WCPC, Village Clerk

Zion Church Condominium Redevelopment Hartland, WI

Conceptual Plan
November 2019



Single Source Responsibility™

DESIGNBUILD



Existing Land and Church



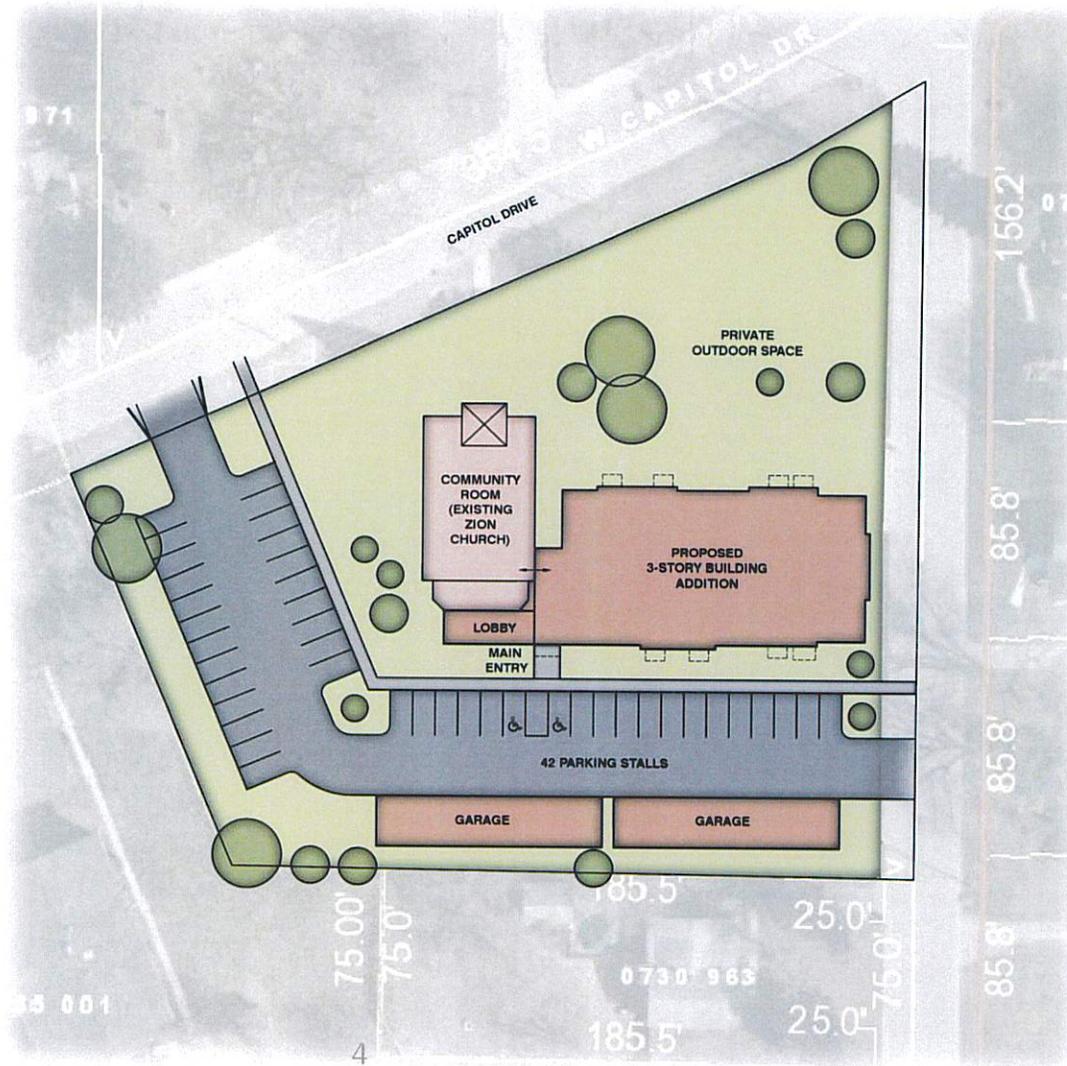
Conceptual Information

This project will be a 3-story building addition connected to an existing beautiful church that will remain as a community room for the entire condominium development. The property will allow for a significant amount of outdoor landscaped green space for the homeowners as well as plenty of parking spaces for the homeowners and guests.

Existing Lot Area	66,462 SF (1.5257 acres)
Current Zoning	I-1 Institutional
Proposed Re-zoning	RM-3 Condominium Multi-Family Residential (verify with the village)
Maximum Building Height	35'-0"
Minimum Lot Width	75'-0"
Front yard setback (street)	30'-0"
Rear yard setback	40'-0"
Side yard setback	15'-0" minimum with a 35'-0" combined side yard
Minimum Lot Area	3,000 sf per unit
Open Space Requirement	
Maximum Dwelling Units	22 dwelling units max since 3,000sf required lot area per 2-bedroom unit (66,462 sf per unit / 3,000 sf = 22 units)
Proposed Dwelling Units	21 dwelling units (approximately 1,000 sf each) of 1 and 2 bedrooms
Proposed Addition footprint	8,500 sf approximately
Proposed Building Addition total	25,000 sf three-story addition with existing church to remain as a shared community room
Parking requirements	2 stalls per dwelling unit = 8 stalls; 42 stalls required



Conceptual Site Plan



Inspirational Photos



Project Timeline

- November 2019 – Conceptual Village of Hartland Board
- December 2019 – Design and Budget
- January 2020 – Rezoning property from I-1 to RM-3
- February 2020 – Plan Commission
- March 2020 – Approvals and Permits
- March/April 2020 – Begin Construction
- Winter 2020 – Finish Construction



From: [Ryan Bailey](#)
To: [Darlene Jgl](#)
Subject: FW: Comments on Zion Lutheran Development
Date: Tuesday, November 19, 2019 11:32:49 AM
Attachments: [image403357.png](#)
[image504780.png](#)
[image927800.png](#)
[image835377.png](#)
[image837249.png](#)
[image019146.png](#)
[image974221.png](#)
[image540423.png](#)
[image004.png](#)

Please put this with Zion Lutheran Packet materials.

Thank you,

Ryan S. Bailey, CPA

Interim Village Administrator/Finance Director/Treasurer
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029
Phone (262) 367-2714
email: ryanb@villageofhartland.com
www.villageofhartland.com

From: Amtmann, Ryan [mailto:ramtmann@ruekert-mielke.com]
Sent: Tuesday, November 19, 2019 11:24 AM
To: Ryan Bailey <ryanb@villageofhartland.com>; Dave Felkner <dfelkner@villageofhartland.com>; Scott Hussinger <scottth@villageofhartland.com>
Subject: RE: Comments on Zion Lutheran Development

Ryan,

From a storm water perspective, This would be categorized as a redevelopment. There would need to be a stormwater management plan created. The impervious area may actually decrease. The would need a water quality/"limited quantity" BMP. The BMP would likely be at the southeast side (low side) of the lot. Which would cause the garages to be shifted westerly to accommodate a BMP.

The sewer and water laterals have been discussed, they would have to be reconfigured likely.

A larger water service would probably be necessary for domestic/fire flow.

Might want to consider the sidewalk to be looped to Capitol, so put additional sidewalk Zion. I suggest curb ramp at Zion/Capitol with a striped cross walk to the north side sidewalk.

The apartment complex to the west, does not have a cross walk. The W. Capitol Apartments do have a cross walk, I think.

Ryan





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



262-953-3002
414-840-3296
ramtmann@ruekert-mielke.com
ruekertmielke.com



Explore our new **Video Gallery**
to watch the latest expert webinars.



R/M was named a Top Workplace! Learn more about [our culture](#).

From: Ryan Bailey <ryanb@villageofhartland.com>

Sent: Tuesday, November 19, 2019 10:40 AM

To: Amtmann, Ryan <ramtmann@ruekert-mielke.com>; Dave Felkner <dfelkner@villageofhartland.com>; Scott Hussinger <scotth@villageofhartland.com>

Subject: Comments on Zion Lutheran Development

All,

Can you provide me any comments in regards to the attached Zion Lutheran Conceptual review by Monday? We are taking this to the Village Board meeting Monday for conceptual review.

Thank you,

Ryan S. Bailey, CPA

Interim Village Administrator/Finance Director/Treasurer
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029
Phone (262) 367-2714
email: ryanb@villageofhartland.com
www.villageofhartland.com

VILLAGE OF HARTLAND
PETITION FOR LAND DIVISION:

EXTRATERRITORIAL PLAT REVIEW - \$100

- CSM (Certified Survey Map) + \$300 Professional Fee Deposit
or
 PRELIMINARY PLAT REVIEW + \$1,000 Professional Fee Deposit

Up to Five Parcels - \$150.00
Six to Fourteen Parcels - \$300.00
Fifteen or More Parcels - \$500.00

Reapplication for Approval of Any Preliminary
Plat Requiring Review \$50.00 (Minimum)
Reapplication for Previously Reviewed Plat \$10.00

FINAL PLAT REVIEW

\$10.00 Plus \$1.00 for Each Parcel Within the Final Plat
\$10.00 for Reapplication of Any Final Plat Previously Reviewed

Date:	Fee Paid:
Date Filed:	Receipt No.:

1. Name: Luke Holtan
Address of Owner/Agent: N27W30147 Maple Ave Pewaukee 53072
(Town of Delafield)
Phone Number of Owner/Agent: 414 975 2170
2. Give complete legal description of property to be considered. (Attach a separate sheet with description and label sheet "Exhibit A").
3. State present use of property and intended use.
Single Family Residential

Luke Holtan
Signature of Petitioner

N27W30147 Maple Ave, Pewaukee WI 53072
Address

414 975 2170
Phone



EXHIBIT A

PROPERTY LOCATION: LOTS 1 & 2 GRANDHAVEN and Part of SEC 15 T7N R18E, . Also known as N27W30181 Grand Haven Drive, N27W30161 Maple Ave, N27W30147 Maple Ave And Maple Ave, Pewaukee, WI 53072.

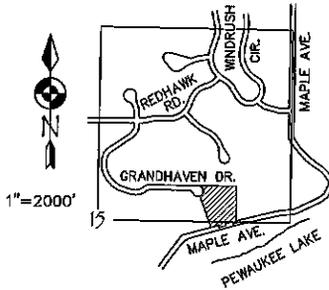
CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

ATLAS SURVEY

2826 SAINT ANDREWS COURT
WAUKESHA, WI 53188
(262) 901-5256
WWW.ATLASSURVEYWI.COM
SURVEYOR:
BRYCE KACZOR, PLS S-2803
SURVEY FOR:
LUKE HOLTAN
(414) 975-2170
PROPERTY:
N27W30181 GRAND HAVEN DR.
N27W30161 MAPLE AVE.
N27W30147 MAPLE AVE.
PEWAUKEE, WI 53072

LOCATION MAP NE. 1/4 SEC. 15-T7N-R18E

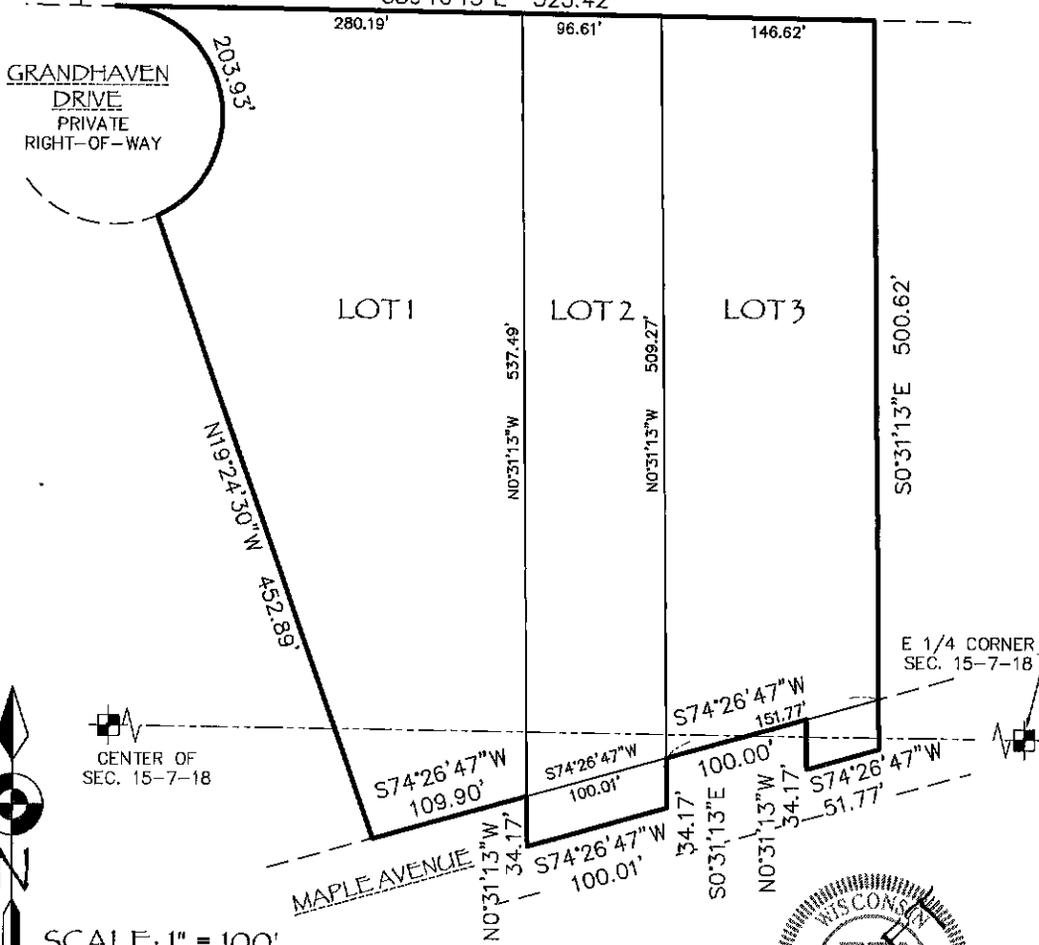


LEGEND

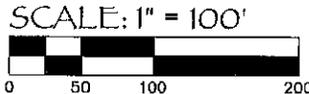
- CONC. MON. FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- (A) LENGTH: 203.93'
"I" ANGLE: 155°47'41"
RADIUS: 75.00'
CHORD: 146.67'
BEARING: N11°16'22.5"W

OVERALL:
SEE SHEETS 2&3 FOR DETAILS

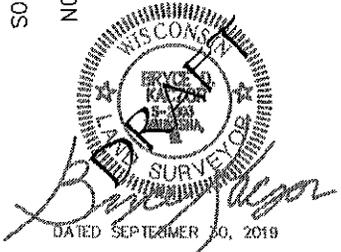
S89°10'13"E 523.42'



CENTER OF
SEC. 15-7-18

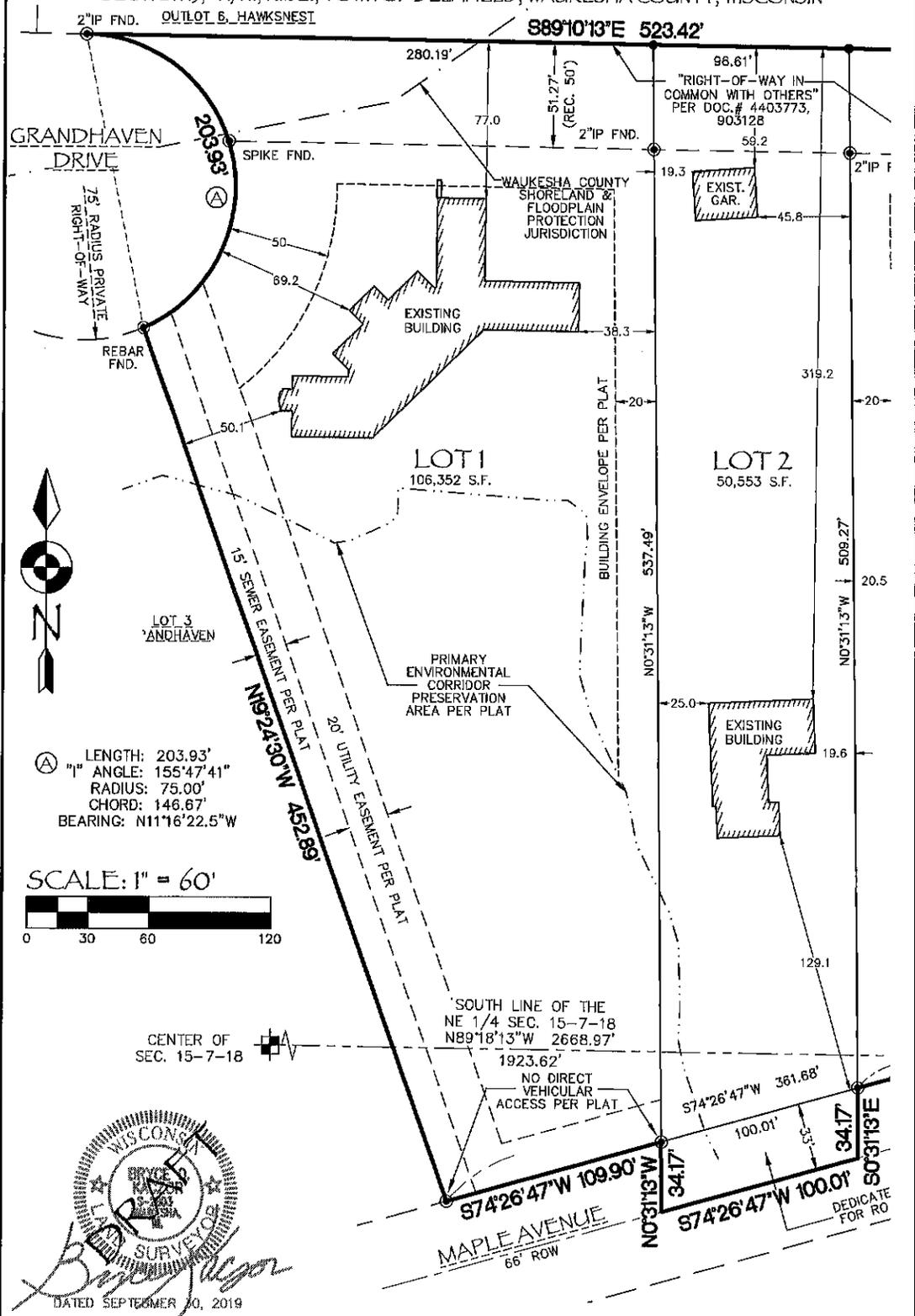


BEARINGS ARE REFERENCED TO NAD27, WISCONSIN STATE PLANE, SOUTH ZONE, GRID NORTH ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 15-7-18 AS N89°18'13"W.

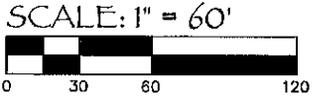


CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN



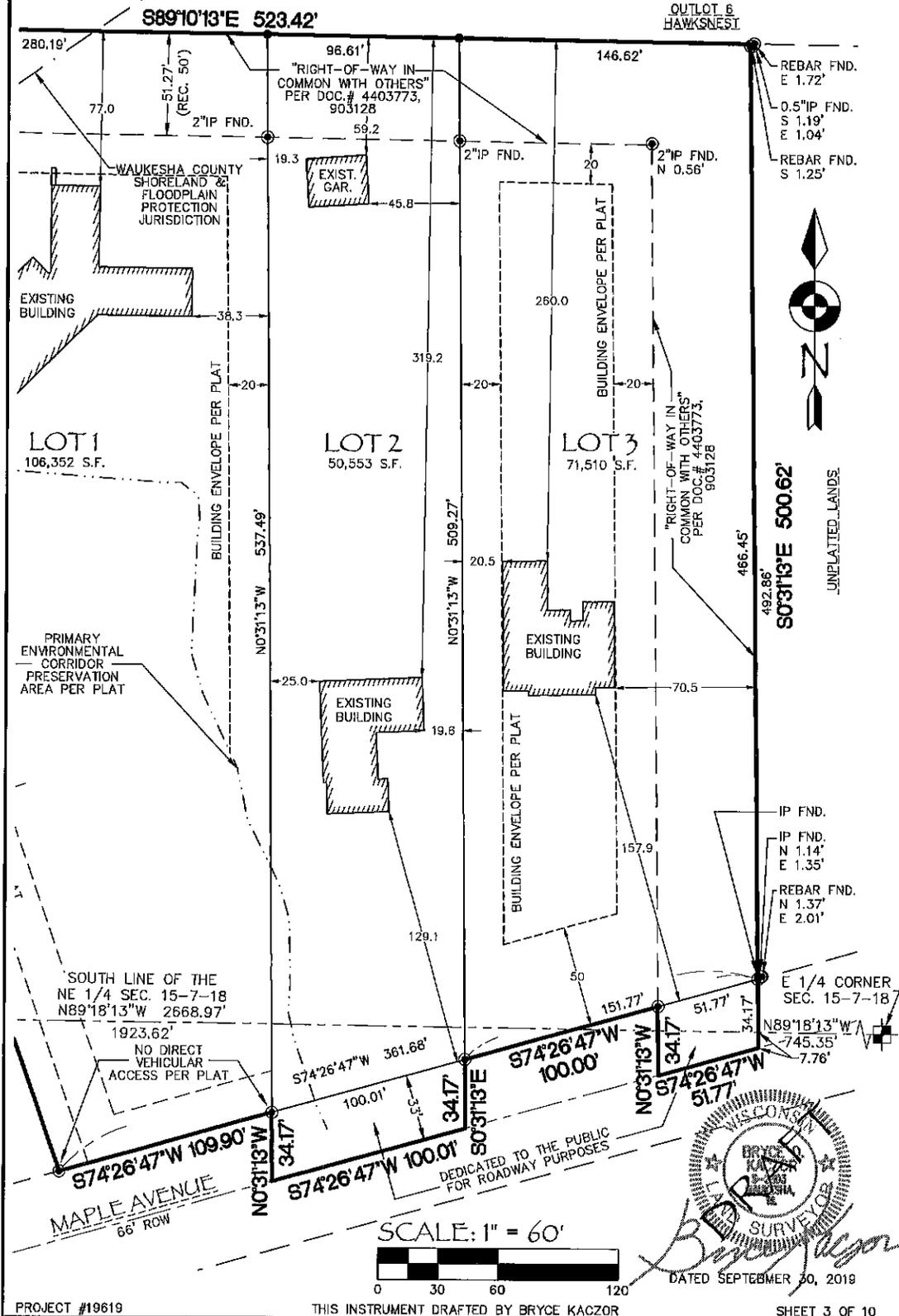
Ⓐ LENGTH: 203.93'
 "I" ANGLE: $155^{\circ}47'41''$
 RADIUS: 75.00'
 CHORD: 146.67'
 BEARING: $N11^{\circ}16'22.5''W$



WISCONSIN
 SURVEYOR
 BRYCE KACZOR
 DATED SEPTEMBER 20, 2019

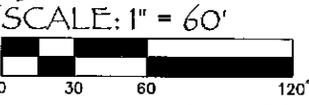
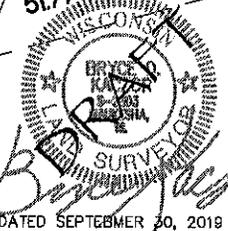
CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN



OUTLOT 6
HAWKSNEST

UNPLATTED LANDS
S0°31'13\"/>



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

NOTES:

1. EASEMENT SHOWN PER INFORMATION FURNISHED BY KNIGHT BARRY TITLE GROUP, FILE NO. 1043391, DATED JULY 2, 2019.
-BLANKET RESTRICTIONS AND COVENANTS FOR GRANDHAVEN PER DOC.#2780996 & 2718378 NOT SHOWN.
-BLANKET EASEMENTS AND RESTRICTIONS PER GRANDHAVEN NOT SHOWN.
-SANITARY SEWER EASEMENT PER DOC.#931885 LOCATED IN MAPLE AVENUE, NOT SHOWN.
-ELECTRIC EASEMENT PER DOC.#1396882 & 1396707, ELECTRIC LINE APPARENTLY ABANDONED PER GRANDHAVEN, NOT SHOWN.
-EASEMENT PER DOC.#1570962 NOT ON PROPERTY, NOT SHOWN.
-TEMPORARY EASEMENT PER DOC.#2647422 TERMINATED, NOT SHOWN.
2. THE SURVEYOR TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION.
3. THE FIELD WORK WAS COMPLETED ON AUGUST 22, 2019.

SURVEYOR'S CERTIFICATE:

I, Bryce D. Kaczor, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being a part of the SE. 1/4 of the NE. 1/4, and NE. 1/4 of the SE. 1/4 of Section 15, and Lots 1 & 2 of Grandhaven located in the SE. 1/4 of the NE. 1/4, and NE. 1/4 of the SE. 1/4 of Section 15, T.7N., R.18E., Town of Delafield, Waukesha County, Wisconsin, more fully described as follows:

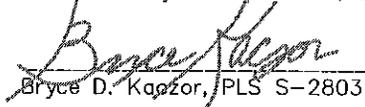
Commencing at the E 1/4 Corner of said Section 15; thence N89°18'13"W, along the South line of the NE 1/4 of said Section, 745.35 feet to the point of beginning of hereinafter described lands; thence S0°31'13"E, 7.76 feet; thence S74°26'47"W, along the centerline of Maple, 51.77 feet; thence N0°31'13"W, 34.17 feet to the southeasterly corner of said Lot 1 of Grandhaven; thence S74°26'47"W, 100.00 feet to the southwesterly corner of said Lot 1 of Grandhaven; thence S0°31'13"E, 34.17 feet; thence S74°26'47"W, along the centerline of Maple, 100.01 feet; thence N0°31'13"W, 34.17 feet to the southeasterly corner of said Lot 2 of Grandhaven; thence S74°26'47"W, 109.90 feet to the southwesterly corner of said Lot 2 of Grandhaven; thence N19°24'30"W, 452.89 feet to the northwesterly corner of said Lot 2 of Grandhaven; thence 203.93 feet along the right-of-way of Grandhaven Drive and the arc of a curve to the left with a radius of 75.00 feet whose chord bears N11°16'22.5"W, 146.67 feet to the northerly right-of-way line of said Grandhaven Drive; thence S89°10'13"E, along the southerly line of Outlot 6 of Hawksnest, 523.42 feet; thence S0°31'13"E, 492.86 feet to the point of beginning. Said lands containing 233,423 square feet (5.36 Acres).

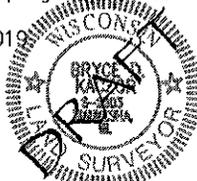
That I have made such survey, land division and Certified Survey Map by the direction of LORI DENTICE, JOHN GLIATIS, CRISTINA GLIATIS, AND LUKE HOLTAN, owners of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the TOWN OF DELAFIELD and WAUKESHA COUNTY in surveying, dividing and mapping the same.

Dated this 30th day of September, 2019


Bryce D. Kaczor, PLS S-2803



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION:

As owners, We hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) WAUKESHA COUNTY
- 2) TOWN OF DELAFIELD

WITNESS the hand and seal of said owner this _____ day of _____
In Presence of:

LORI DENTICE, Owner

JOHN GLIATIS, Owner

CRISTINA GLIATIS, Owner

LUKE HOLTAN, Owner

STATE OF WISCONSIN)

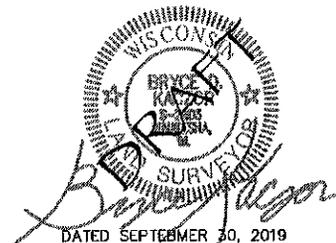
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named LORI DENTICE, JOHN GLIATIS, CRISTINA GLIATIS, AND LUKE HOLTAN to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of LORI DENTICE, Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____ at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20 _____.

In presence of:

STATE OF WISCONSIN)

_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20 _____, the above named _____, _____, and _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of JOHN GLIATIS and CRISTINA GLIATIS, Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____ at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20 _____

In presence of:

STATE OF WISCONSIN)

_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20 _____, the above named _____, and _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

_____ a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of LUKE HOLTAN, Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____ at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20 _____.

In presence of:

STATE OF WISCONSIN)

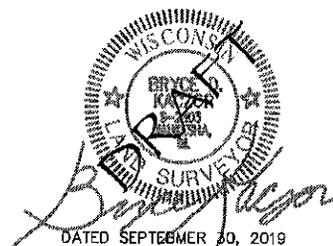
_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20 _____, the above named _____, and _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

CITY OF DELAFIELD COMMON COUNCIL EXTRA-TERRITORIAL APPROVAL:

Resolved that the Certified Survey Map, in the City of Delafield, is hereby approved by the Common Council. All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
Kent Attwell, Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Delafield.

Date: _____ Signed _____
Michelle Luedtke, City Clerk

CITY OF DELAFIELD PLAN COMMISSION EXTRA-TERRITORIAL APPROVAL:

APPROVED, that the Certified Survey Map, in the City of Delafield, is hereby approved by the Plan Commission. Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Kent Attwell, Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the City of Delafield.

Date: _____ Signed _____
Michelle Luedtke, City Clerk

VILLAGE OF HARTLAND VILLAGE BOARD EXTRA-TERRITORIAL APPROVAL:

Resolved that the Certified Survey Map, in the Village of Hartland, is hereby approved by the Village Board. All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
Jeffrey Pfannerstill, President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Hartland.

Date: _____ Signed _____
Darlene Igl, Village Clerk

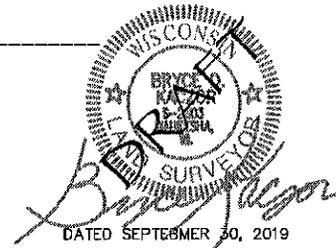
VILLAGE OF HARTLAND PLAN COMMISSION EXTRA-TERRITORIAL APPROVAL:

APPROVED, that the Certified Survey Map, in the Village of Hartland, is hereby approved by the Plan Commission. Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Jeffrey Pfannerstill, President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Hartland.

Date: _____ Signed _____
Darlene Igl, Village Clerk



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, AND LOTS 1 & 2 OF GRANDHAVEN LOCATED IN THE SE. 1/4 OF THE NE. 1/4, AND NE. 1/4 OF THE SE. 1/4 OF SECTION 15, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Delafield, is hereby approved by the Town Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
Ronald A. Troy, Town Chair

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Delafield.

Date: _____ Signed _____
Mary Eisner, Town Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Town of Delafield, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Kevin Fitzgerald, Chairperson

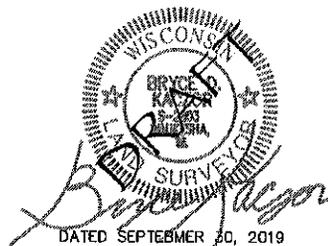
I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Town of Delafield.

Date: _____ Signed _____
Mary Eisner, Town Clerk

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL:

Resolved that the Certified Survey Map, in the Town of Delafield, Wisconsin, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statues.

Dale Shaver, Director



MEMO

TO: Ryan Bailey, Village Administrator

FROM: Dave Felkner, Utilities Supervisor

DATE: November 19, 2019

SUBJECT: Traffic Sign Request

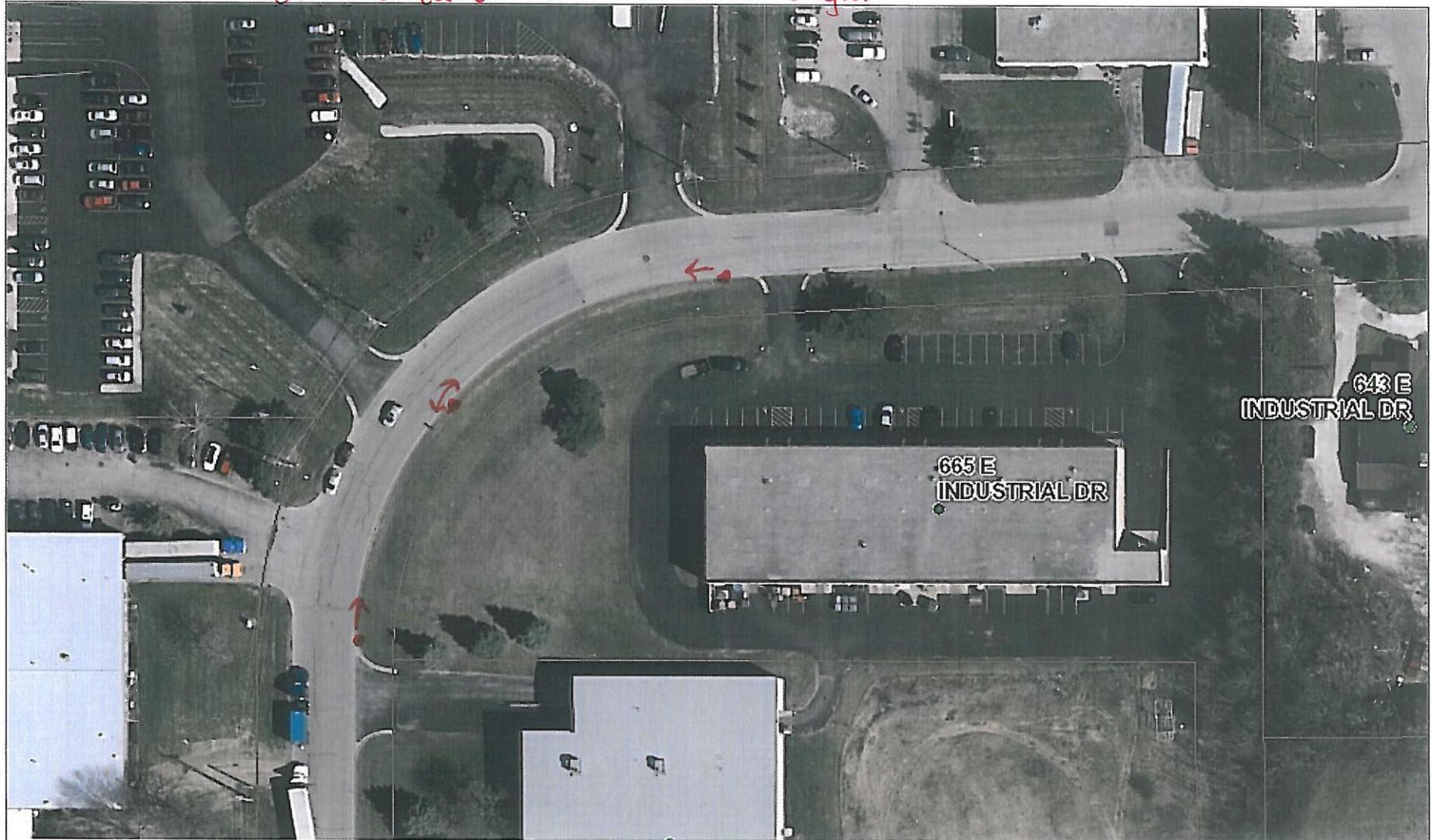
Village staff received a request from the property owner at 665 Industrial Drive to install "No Parking" signs on the east side of Industrial Drive from the Retlaw driveway at 520 Industrial to the first driveway of 665 Industrial.

Even under normal circumstances, there are periodic traffic flow issues in this area where trucks waiting to deliver to a business are limiting vehicle traffic passing through. Staff will install no parking signs on new poles.

Please place this in the November 25, 2019 Village Board agenda for consideration and possible action.

cc: Darlene Igl, Village Clerk
Torin Misko, Police Chief
Mike Gerszewski, Operations Supervisor

Red indicates 'No PARKING' signs



Village of Hartland GIS

DISCLAIMER:

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

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



0

SCALE : 1 = 83'

Village of Hartland

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

Print Date : 11/18/2019



MEMO

TO: Ryan Bailey, Village Administrator

FROM: Dave Felkner, Utility Supervisor

DATE: November 19, 2019

SUBJECT: Authorization to purchase a Brush Chipper and Skid Steer

With the approval of the 2020 Village budget, \$78,000 was allocated for the purchase of a Brush Chipper. This is to replace a 2004 wood chipper. After receiving proposals, staff recommends the purchase of a Morbark chipper. LF George is giving the Village the government pricing for this chipper which is 13 1/2 % off list price. We are asking for an approval for this purchase from LF George because as of 1/1/2020 there will be a 2 1/2% increase in the price due to tariffs.

With the approval of the 2020 Village budget, \$72,000 was allocated to replace a 2007 Skid Steer. After receiving many proposals, we are recommending approval of the purchase of a bobcat from Bobcat Plus for the sum of \$56,590.00. We are receiving a Municipal discount of \$17,232.00.

We also requesting that the Village board approve the sale of the old wood chipper and skid steer on the Wisconsinsurplus.com auction site when the new equipment is put in service.

Please place this in the November 25, 2019 Village Board agenda for consideration and possible action.

cc: Darlene Igl, Village Clerk
Mike Gerszewski, Operations Supervisor

**INDUSTRIAL SERVICE AGREEMENT
RE: WASTEWATER DISCHARGES**

AGREEMENT made this 19th day of November, 2019, (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 20, 2018, (collectively the "Prior Agreement"); and

WHEREAS, the term of the Prior Agreement will expire at midnight, December 31, 2019, 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, 2021, (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 administrative fee of \$500 to the Commission payable upon execution hereof. The aforesaid annual administrative 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 annual 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 an annual administrative fee of \$500 for each year of the renewal term, to cover administrative expenses incurred by the Commission. The annual 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 annual) 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 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 19, 2019

Votes: _____Ayes _____ Nays

DELAFIELD-HARTLAND WATER POLLUTION
CONTROL COMMISSION

By: _____
Name: Timothy Aicher
Title: Chairperson

Attest: _____
Name: Rosemary Frick
Title: Finance Director/Treasurer

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: _____, 2019

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(e) Revised September 3, 2014

General Information

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

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

System Operation

The Beckart Environmental Batch Filter Press Wastewater Treatment System operates in the following manner to produce water waste products that can 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 11/15/2016)

<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	Current	Additional DUEs	
	Requested	Assigned/Paid	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	Current	Additional DUEs	
	Requested	Assigned/Paid	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	11/15/2017	11/15/2017	Total
	DUEs (4)	Dept. DUEs	Add'l DUEs	DUEs
	Assigned/Paid	Transferred (1)	Assigned/Paid (2)	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.				