

VILLAGE BOARD AGENDA
MONDAY, DECEMBER 28, 2020
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order
Roll Call

Pledge of Allegiance – Trustee Anson

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) on the agenda for a three-minute time period per person, with time extensions per the Village President's discretion.

1. Consideration of a motion to approve Village Board minutes of December 14, 2020.
2. Consideration of a motion to approve vouchers for payment.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of an application for an Operator's License recommended for denial.
 - b. Consideration of a motion to approve Operator's (Bartender) License.

Items referred from the December 21, 2020 Plan Commission meeting

4. Discussion and Presentation of Sandhill Condominium Development PUD Petition General Development Plan.

Other Items for Consideration

5. Consideration of a motion to approve the Hartland Business Improvement District 2021 Operating Plan and Budget.
6. Discussion and possible action on Von Briesen Annual Engagement Letter.
7. Discussion and consideration of a motion to approve the Village of Hartland Professional Police Association Annual Wage Reopener agreement.
8. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.

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9. Consideration of a motion to recess to closed session pursuant to State Statutes §19.85 (1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the Village Administrator and to adjourn thereafter without reconvening into open session pursuant to §19.95(2).

10. Adjournment

Tim Rhode, 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.

Individuals attending public meetings in person will be required to **maintain appropriate social distancing**, (i.e., maintain a 6-foot distance) and be **free of symptoms** related to COVID-19.

To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The Meeting ID is 885 5245 6113. Or participate online:

Or participate online:

<https://us02web.zoom.us/j/88552456113?pwd=czFBS0ZDZVRGWnFTTnFpb3FZWtBNUT09>

VILLAGE BOARD MINUTES
MONDAY, DECEMBER 14, 2020
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Roll Call

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

Others Present: Administrator Rhode, Finance Director Bailey, Police Chief Misko, Utility Operations Supervisor Felkner (zoom), Operations Supervisor Gerszewski, Fire Chief Jambretz, Clerk Igl, Village Engineer Ryan Amtmann, Rec Director Kelli Yogerst, Bryan Lindgren (Neumann Developments), Park Board Chair Tim Hallquist

Pledge of Allegiance – Trustee Dorau

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) on the agenda for a three minute time period per person, with time extensions per the Village President's discretion. None received.

1. Motion (Meyers/Wallschlager) to approve Village Board minutes of November 23, 2020. Carried (7-0).
2. Motion (Wallschlager/Anson) to approve vouchers for payment in the amount of \$528,913.26. Carried (7-0).
3. Consideration of actions related to Licenses and Permits.
 - a. Motion (Ludtke/Dorau) to approve Operator's (Bartender) Licenses as read. Carried (7-0).
4. Discussion and consideration of a motion to approve a request for an Early Start Building Permit for Paradise Trails Condominiums.

Administrator Rhode stated that the Village had received a request to allow Neumann Developments to move forward with construction prior to the completion of all paving. Bryan Lindgren, Neumann Developments, was present to answer any questions. It was stated that occupancy would not be granted until the road is complete. Village Engineer Amtmann stated that the roads need to allow for emergency traffic throughout construction of buildings (a 16 foot fire lane which would be one side of the road) and that Neumann would need to provide their own resources to plow roads. Amtmann stated that he recommended approve of the request. It was stated that the public portion of the roadway is done and that it is the private road that is not yet complete.

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Motion (Ludtke/Meyers) to approve a request for an Early Start Building Permit for Paradise Trails Condominiums. Carried (7-0). Trustee Dorau asked Fire Chief Jambretz if he had any concerns and he stated that he did not

5. Consideration of a motion to award the Nixon Pond Dredging contract to C.W. Purpero, Inc. in the amount of \$85,345.00.

Operations Supervisor Gerszewski stated that Ruckert & Mielke had reviewed the submittal of the low bidder and recommended acceptance of the contract. Trustee Meyers stated concerns about the large difference in the proposals received. Gerszewski stated that the contractor must follow the specifications for the project. Administrator Rhode commented that staff was surprised at the variation in bids and stated that a wider group of contractors had bid on the project that expected. He stated that several of the contractors that bid are not known for dredging projects but may have submitted a proposal due to this being a winter project. It was stated that the low bidder is actively doing dredging in our area and is a reputable company. Additionally, it was stated that the contractor has done work for the Village previously and the Village was pleased with their performance.

Trustee Wallschlagel asked who writes the specifications for the project and whether the DNR has input. It was stated that the specifications are written by R & M and reviewed by Village staff. There is a lengthy, strenuous permitting process for the project with the DNR. Amtmann stated that staff had the idea to move the project to the dead of winter so permits were modified accordingly. Trustee Conner asked how the original budgeted amount was derived. Amtmann stated that the estimate had been generated by previous dredging projects, increased for inflation and placed near the mid-point of bids received previously. Motion (Meyers/Conner) to award the Nixon Pond Dredging contract to C.W. Purpero, Inc. in the amount of \$85,345.00. Carried (7-0).

6. Discussion and consideration of a motion to approve an Event Sign Park Policy.

Administrator Rhode stated that the Park & Recreation Board Chairman and staff had put this policy together to address confusion with signage in the parks. He stated that the written policy had been approved by the Park & Recreation Board. It was stated that the Village Attorney had made minor alterations to the language and Chairman Hallquist agreed with the changes. Trustee Dorau commented that the policy language should be modified to state "non-profit and not for profit". Trustee Ludtke asked if a group were holding an event, whether the policy would prevent the group from having a banner with alcohol imagery. It was stated that the intent of the policy is that those signs falling within the guidelines do not have to seek approval from the Park & Recreation Board. Proposed signage that do not comply with the policy would be considered by the Park & Recreation Board. Motion (Conner/Ludtke) to approve the Event Sign Park Policy with changes noted by Village Attorney and with modifying the language to state "non-profit and not for profit". Carried (7-0).

7. Discussion and consideration of a motion to approve a two-year service agreement with Ruckert-Mielke for Engineering Services with a term ending December 31, 2022.

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Village Engineer Amtmann stated that background information had been provided to the Village Board which included past and upcoming projects. He stated that R & M has a long history with the Village with the various systems. He stated that he often acts as a facilitator with developments. He stated that the contract includes a discounted rate for himself, attendance for the first hour of each Plan Commission meeting at no charge and as he travels through the Village daily, he often does not charge mileage.

Trustee Meyers asked what planning for infrastructure has been done for the north and northwest area of the Village. Amtmann stated that the sewer and water study indicated that the Vilter farm may come into the system with the addition of a pumping station which would be paid for by the developer. He stated that there has been some talk about going further north and that would stretch the infrastructure system. He stated that as the Village Engineer, he has a good feel for how the Village's system function and can anticipate into the future to avoid issues.

Trustee Wallschlager stated that she feels as a board that they should do their due diligence to seek bids for services to see what the market bears in the industry as they are elected by the taxpayers. She stated that without seeking bids she does not know what another company would charge, what their quality is or services they would provide. Trustee Conner asked for clarification related to the discount. Amtmann stated that rates would be locked in for two years. Amtmann stated that engineering services had last gone out for bids in 2009 when three board members and staff solicited firms to submit proposals. He stated that it had been thought that R & M would be interacting with a new DPW Director in 2020 as they will need to get that individual up to speed. He stated that he would be in the position to assist in the onboarding of that individual.

Trustee Ludtke stated concerns about making a change prior to onboarding a new DPW Director. She commented that R & M was able to assist the Village through pursuing large amounts of grants. Trustee Anson stated his agreement with Trustee Ludtke in having a DPW Director in place before making any change in engineering services. He stated that he believes that Ryan Amtmann has done an excellent job with competitive rates. President Pfannerstill stated that he felt the timing would be a challenge if the process to seek proposals was done now and that it would serve the Village better to approve the contract now with all that is going on with the intent that the process to seek proposals for engineering services is brought to the Village Board on May 9, 2022. Trustee Dorau agreed that the service should be put out for bid but stated that now is not the time.

Motion (Dorau/Ludtke) to approve a two-year service agreement with Ruckert-Mielke for Engineering Services with a term ending December 31, 2022. Carried (6-1) Wallschlager opposed.

8. Discussion and consideration of a motion to approve a Recreation Agreement between the Village of Hartland and City of Delafield.

Rec Director Yogerst stated that the City of Delafield had agreed to continue on with the agreement. They have opted to discontinue mailing the program guides to City residence starting with the current guide. The City will pay for the printing of guides to be distributed

throughout the City. The contract allows that they can request the number to be printed having agreed to no more than 200 per session. It was stated that they currently pay \$2,000 for recreation fees which will be increased to \$2,500 through 2026. Trustee Ludtke asked whether Delafield allows the guide to go to the school district. Director Yogerst stated that she will inquire. Motion (Dorau/Ludtke) to approve a Recreation Agreement between the Village of Hartland and City of Delafield. Carried (7-0).

9. Discussion and consideration of a motion to approve funding of an additional police officer to cover the schedule of the officer that was injured in the line of duty on 11/06/2020 through unreserved fund balance.

Chief Misko stated that he had met with the injured officer who states that he wants to come back, he has a long road to recovery ahead and there is no medical timeline in place for his return to duty or if it will be possible. Chief Misko stated that he is anticipating two retirements in the near future. Additionally, he stated that the department includes some officers with young families that may require family medical leave. He stated that he is trying to avoid a potential situation in which the injured officer is still out, two officers retire and an officer goes on medical leave all at the same time. He stated that his request is that an officer would be funded through unreserved fund balance, stating that he would hope to hire an officer as a lateral transfer. He stated that the worst case scenario would be a top paid officer with family benefits with a cost of approximately \$128,000. Chief Misko stated that during this time, the injured officer continues to get paid and that the Village is receiving approximately 50% of the officer's compensation as a reimbursement from worker's compensation insurance. He stated that as the chief he wants to reduce the impact to his staff of covering shifts. He stated that his intent would be to move the temporary officer into one of the slots created by a retirement.

Trustee Conner commended the Chief for planning for the future stating that having staff work significant overtime to cover shifts adds to the burden. Trustee Ludtke also commended the Chief for his foresight in this situation.

Motion (Conner/Ludtke) to approve funding of an additional police officer to cover the schedule of the officer that was injured in the line of duty on 11/06/2020 through unreserved fund balance. Carried (7-0).

President Pfannerstill asked for clarification that this dollar amount represents the worst case scenario and that all funds would not be spent if not necessary. Chief Misko stated that this is intended to cover the cost for filling the injured officer's schedule. He stated that he would hope to make the transitions as seamless as possible, however, there may be a short overlap and would only spend what is necessary.

10. Consideration of a motion to adopt Resolution No. 12/14/2020 "Resolution Approving Municipal Court Budget".

Chief Misko stated that he had recently attended the administrative committee meeting for the court. He stated that the court had move into a new courthouse in 2020 which is meeting the court's needs. He stated that the court is dealing with the fact that the court is fully funded

through citations and that those fees have not gone up in some time. He stated that the court had been breakeven but the rent due for the new space has increased substantially. He stated that there is an attempt underway to get the fees raised. He stated that the court had planned for a \$16,000 shortfall, however COVID reduced traffic enforcement and staff has pulled back on applying for traffic grants. Additionally, he stated that many people are not paying their citations. Currently, the court now anticipates a shortfall of \$38,000 for 2020.

Regarding the 2021 budget, Chief Misko stated that there are no raises included for staff as the court is trying to get the budget back in line. However, he stated that a stipend was provided to staff of \$1,500 divided between the four employees, recognizing them for meeting the unusual demands caused by COVID. He stated that the court's reserve fund through October is \$430,000, some of which will be used for the relocation. He stated that the court would continue to use reserve funds to cover shortfalls. He stated that a shortfall of \$33,000 is anticipated in 2021. Motion (Dorau/Conner) to adopt Resolution No. 12/14/2020 "Resolution Approving Municipal Court Budget". Carried (7-0).

11. 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 Dorau thanked all who contributed to the holiday train event, creating boxes to fill for the food pantries. She thanked the Village Departments and Chamber for their assistance. Trustee Ludtke echoed the thanks and commended Trustee Dorau for her efforts and for working with organizations to get the event off the ground.

President Pfannerstill encouraged anyone interested in running for Village Board or getting involved on a Committee or Board to contact the Village Clerk for the appropriate papers.

Chief Jambretz stated that the ladder truck should be done by the end of the week. He stated that he had met with county chiefs related to COVID with 18 departments signed up to be vaccination sites. He stated that the Fire Department is scheduled to be vaccinated the end of January or beginning of February.

Trustee Ludtke asked Chief Misko for a reminder related to winter parking. Chief Misko stated that winter parking regulations are in effect through March with no overnight parking from 2:00 a.m. to 8:00 a.m.

Chief Misko stated that he is working with the Police Chief's Association who is coordinating with the state of vaccines and stated that they are attempting to get bumped up on the list.

12. Adjournment

Motion (Conner/Dorau) to adjourn at 7:34 p.m.

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Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: December 21, 2020

RE: Voucher List

Attached is the voucher list for the December 28, 2020 Village Board meeting.

December 28, 2020 Checks: \$ 428,942.20

Total amount to be approved: \$ 428,942.20

VILLAGE OF HARTLAND
VOUCHER LIST - DECEMBER 28, 2020

12/21/20 4:15 PM

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Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-12110 PROPERTY TAX REFUNDS	ADAMSON, KATHLEEN L	0430124	\$82.45
G 101-12110 PROPERTY TAX REFUNDS	ANDERSON, RURIC	0387021	\$480.48
G 101-12110 PROPERTY TAX REFUNDS	ANHEUSER, THOMAS & SHERYL	0726977012	\$848.72
G 101-12110 PROPERTY TAX REFUNDS	BABLER, PATRICK & PATRICIA	0725045	\$44.01
G 101-12110 PROPERTY TAX REFUNDS	BONK, TOMOTHY & JILL	0727210	\$49.26
G 101-12110 PROPERTY TAX REFUNDS	BUCHER, MATTHEW A	0757039	\$101.80
G 101-12110 PROPERTY TAX REFUNDS	CALIENDO, CRAIG	0757130	\$126.23
G 101-12110 PROPERTY TAX REFUNDS	CHROMY, GEORGE & ANN	0726977020	\$44.00
G 204-23400 DEPOSITS DUE TO DEL-HART	DELAFIELD-HARTLAND WATER	DEC DUES	\$9,093.00
G 101-12110 PROPERTY TAX REFUNDS	DUESTERHOEFT, TERRY J	0430117	\$474.09
G 101-12110 PROPERTY TAX REFUNDS	DUTTON, MICHAEL & KARYN	0728157	\$30.18
G 101-23005 EMPLOYEE RECOGNITION	EXECU PRINT	HARTLAND DELAFIELD STRONG SIGNS	\$370.00
G 101-12110 PROPERTY TAX REFUNDS	FELTON, JAY & KIMBERLY	0391038	\$345.76
G 101-12110 PROPERTY TAX REFUNDS	FISCHER, KENNETH L	0762030003	\$29.30
G 101-12110 PROPERTY TAX REFUNDS	FLINTON, TROY & CONNIE	0727184	\$16.89
G 101-12110 PROPERTY TAX REFUNDS	GORRES, JENNIFER A	0424009	\$17.31
G 101-12110 PROPERTY TAX REFUNDS	GRAY, MICHAEL S	0727314	\$37.65
G 101-23000 SPECIAL DEPOSITS	HARTLAND ATHLETIC ADVANCEMENT	BARK RIVER/NIXON FIELD DEPOSIT	\$800.00
G 101-23000 SPECIAL DEPOSITS	HARTLAND ATHLETIC ADVANCEMENT	BARK RIVER/NIXON FIELD DEPOSIT	\$300.00
G 101-23000 SPECIAL DEPOSITS	HARTLAND ATHLETIC ADVANCEMENT	BARK RIVER CANTEEN DEPOSIT	\$1,000.00
R 101-46725 PARK RENTALS-TAX EXEMPT	HARTLAND ATHLETIC ADVANCEMENT	UNUSED FIELD PREPS	\$2,195.00
G 101-23005 EMPLOYEE RECOGNITION	HARTLAND OFFICER RECOVERY	DONATIONS	\$3,490.00
G 101-12110 PROPERTY TAX REFUNDS	HEITZER FAMILY LTD PARTNERSHIP	0762027	\$62.33
G 101-12110 PROPERTY TAX REFUNDS	HENDREN, CAROL J	0762061	\$1,147.60
G 101-12110 PROPERTY TAX REFUNDS	HOLZLI, SCOTT & JULIE	0728128	\$529.56
G 101-12110 PROPERTY TAX REFUNDS	JAROS, NICK & CAITY	0427171	\$26.84
G 101-12110 PROPERTY TAX REFUNDS	JORGENSEN, MARK & PATRICIA	0726020001	\$331.38
G 101-12110 PROPERTY TAX REFUNDS	JOYCE, FRANCIS & KRISTIN	0725959002	\$138.35
G 101-12110 PROPERTY TAX REFUNDS	KANDARAPALLY, MOHAN	0728142	\$131.09
G 101-12110 PROPERTY TAX REFUNDS	KASHEVAROF, VIRGINIA & ROBBIN	0391137	\$458.04
G 101-12110 PROPERTY TAX REFUNDS	KAWLESKI, DAVE	0726977008	\$50.32
G 101-12110 PROPERTY TAX REFUNDS	KEEHN, ROBERT & LINDSAY	0726093	\$51.27
G 101-12110 PROPERTY TAX REFUNDS	KOLLER, NICOLE M	0428035	\$42.02
G 101-12110 PROPERTY TAX REFUNDS	KOMONDOROS, MARTIN	0424073	\$525.01
G 101-12110 PROPERTY TAX REFUNDS	KONEN, JEROME JR & JULIANNE	0727177	\$100.97
G 101-12110 PROPERTY TAX REFUNDS	KOSKI, MARK	0427103	\$611.15
G 101-12110 PROPERTY TAX REFUNDS	KRAUS, MARK A	0423982038	\$334.09
G 101-12110 PROPERTY TAX REFUNDS	LAFLAMME, EUGENE & STACEY	0757046	\$220.75
G 101-12110 PROPERTY TAX REFUNDS	LAUTENBACH, DAVID D	0727343	\$537.44

Account Descr	Search Name	Comments	Amount
G 101-12110 PROPERTY TAX REFUNDS	LOCHEN, ERIC	0757145	\$127.92
G 101-12110 PROPERTY TAX REFUNDS	MANCHESTER, ANDREW	0430020	\$216.64
G 101-12110 PROPERTY TAX REFUNDS	MARK T LILLESAND LIVING TRUST	0428068	\$63.34
G 101-12110 PROPERTY TAX REFUNDS	MATUSHINEC, SANDRA C	0423982025	\$648.02
G 101-12110 PROPERTY TAX REFUNDS	MCKENNA, FRANCIS & CYNTHIA	0728056	\$29.54
G 101-12110 PROPERTY TAX REFUNDS	MCWILLIAMS, WILLIAM	0730979	\$32.12
G 101-12110 PROPERTY TAX REFUNDS	MENDOZA, GONZALO & MARISELA	0762078	\$19.81
G 101-12110 PROPERTY TAX REFUNDS	MOMSEN, CURTIS & KRISTA	0424100	\$462.68
G 101-12110 PROPERTY TAX REFUNDS	NOWAKOWSKI, RICHARD & PATRICIA	0424946	\$650.84
G 101-12110 PROPERTY TAX REFUNDS	ORZECZOWSKI, MICHAEL & KELLY	0391092	\$322.90
G 101-12110 PROPERTY TAX REFUNDS	PERGANDE, CHAD & SUSAN	0727268	\$468.92
G 101-12110 PROPERTY TAX REFUNDS	ROFRITZ, TIMOTHY & TINA SCHULT	0726071	\$14.06
G 101-12110 PROPERTY TAX REFUNDS	RORTVEDT, PETER & KARA	0728059	\$58.47
G 403-31891 HARTLAND EAST APARTMENTS LCL	RUEKERT & MIELKE	OCT-NOV CONSTRUCTION REVIEW	\$1,301.00
G 403-31840 HOMESTEAD	RUEKERT & MIELKE	PLAN REVIEW	\$598.00
G 403-31890 PARADISE TRAILS CONDO	RUEKERT & MIELKE	OCT-NOV SERVICES	\$15,784.96
G 403-31891 HARTLAND EAST APARTMENTS LCL	RUEKERT & MIELKE	DEVELOPMENT REVIEW	\$2,070.25
G 101-12110 PROPERTY TAX REFUNDS	SACHARSKI, CHRISSTOPHER & LISA	0726004	\$20.15
G 101-12110 PROPERTY TAX REFUNDS	SAFRANEK, RYAN J & ANGELA M	0391095	\$314.34
G 101-12110 PROPERTY TAX REFUNDS	SAUER, SARAH J	0729161	\$16.79
R 101-46730 RECREATION CLASSES	SCHNEIDER, LORI	YOU HAVE PICTURES PROGRAM	\$17.00
G 101-12110 PROPERTY TAX REFUNDS	SHI, JIASHENG	0424111	\$45.95
G 101-12110 PROPERTY TAX REFUNDS	SONNENBERG, GARY & PAMELA	0425067	\$705.01
G 101-12110 PROPERTY TAX REFUNDS	STUETTGEN, KENNETH	0727267	\$18.81
G 101-12110 PROPERTY TAX REFUNDS	VERDEGAN, ISAAC	0426036	\$46.37
G 101-12110 PROPERTY TAX REFUNDS	WEBSTER, EDWARD & JOANNE	0727207	\$31.98
G 101-12110 PROPERTY TAX REFUNDS	WESTPHAL, JEREMY	0757065	\$544.16
G 101-12110 PROPERTY TAX REFUNDS	WINTER, RICKY & SANDRA	0424121	\$21.05
G 101-12110 PROPERTY TAX REFUNDS	WIPERT, STEPHEN	0726977032	\$48.33
G 101-12110 PROPERTY TAX REFUNDS	WITTER, GARY & MARY	0424164	\$23.84
G 101-12110 PROPERTY TAX REFUNDS	ZABOJNIK, JAMES J	0391154	\$82.69
G 101-12110 PROPERTY TAX REFUNDS	ZELLMER, JASON	0427174	\$20.59
G 101-12110 PROPERTY TAX REFUNDS	ZWIEG, LINDA	0726986	\$27.33

EXPENSE Descr

\$50,128.20

EXPENSE Descr AMBULANCE

E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	CYLINDER RENTAL	\$229.78
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$208.84
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$222.38
E 101-52300-800 CAPITAL OUTLAY	JEFFERSON FIRE & SAFETY INC	TURN OUT PANTS	\$983.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROSHRED SECURITY	SHREDDING SERVICES	\$80.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	TELEFLEX	EMS SUPPLIES	\$379.50

Account Descr	Search Name	Comments	Amount
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	DEC-JAN CELLULAR	\$78.61
EXPENSE Descr AMBULANCE			\$2,182.11
EXPENSE Descr CAMERON CIRCLE			
E 401-70140-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW/ADMIN	\$146.22
EXPENSE Descr CAMERON CIRCLE			\$146.22
EXPENSE Descr CHESHAM COURT			
E 401-70135-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW/ADMIN	\$146.23
EXPENSE Descr CHESHAM COURT			\$146.23
EXPENSE Descr E INDUSTRIAL (S IND TO CTTNWD)			
E 401-70545-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	PAVING PROGRAM DESIGN	\$413.00
EXPENSE Descr E INDUSTRIAL (S IND TO CTTNWD)			\$413.00
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-718 DISTRICT ADV & MARKET POSITION	AVALON GRAPHICS LLC	HARTLAND DELAFIELD STRONG BANNER	\$96.00
E 804-56700-718 DISTRICT ADV & MARKET POSITION	AVALON GRAPHICS LLC	WE ARE OPEN SIGNS	\$240.00
E 804-56700-715 STREETScape PROGRAM	CONSORT DISPLAY GROUP	BANNER BRACKETS	\$1,003.00
E 804-56700-719 EVENTS	FOX BROS PIGGLY WIGGLY	BID GIFT CERTIFICATES	\$175.00
E 804-56700-733 SUPPORT SERVICES	MICHELLE HAIDER	DECEMBER FEE	\$2,971.67
E 804-56700-715 STREETScape PROGRAM	PATIO PETALS	NEW PLANTERS/BRACKETS	\$8,320.00
E 804-56700-715 STREETScape PROGRAM	REINDERS INC	SNOWFLAKE LIGHT DECORATIONS	\$2,070.00
E 804-56700-718 DISTRICT ADV & MARKET POSITION	VILLAGE GRAPHICS	COPIES	\$24.04
EXPENSE Descr ECONOMIC DEVELOPMENT			\$14,899.71
EXPENSE Descr ENVIRONMENTAL SERVICES			
E 201-53635-450 YARDWASTE	RENEWABLE FOREST PRODUCTS INC	GRINDING SERVICES/EXCAVATING	\$6,650.00
E 201-53635-440 RECYCLING	SAFETY-KLEEN SYSTEMS INC	OIL SERVICE/OIL DISPOSAL	\$145.00
EXPENSE Descr ENVIRONMENTAL SERVICES			\$6,795.00
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-540 AUDITING/ACCOUNTING	BAKER TILLY VIRCHOW KRAUSE	AUDIT PAYMENT #1	\$3,415.00
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	DEC ADMIN SERVICES	\$99.45
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$63.01
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$361.90
EXPENSE Descr FINANCIAL ADMINISTRATION			\$3,939.36
EXPENSE Descr FIRE PROTECTION			
E 101-52200-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	HOOK/LEVER	\$9.31
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BUMPER TO BUMPER HARTLAND	OIL	\$122.64
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$126.02
E 101-52200-255 BLDGS/GROUNDS	PIONEER SUPPLY LLC	PAPER TOWELS	\$39.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG TEST	\$309.00

Account Descr	Search Name	Comments	Amount
E 101-52200-220 UTILITY SERVICES	U.S. CELLULAR	DEC-JAN CELLULAR	\$78.61
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	OCT-NOV COPIER	\$32.34
EXPENSE Descr FIRE PROTECTION			\$716.92
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-395 COMMUNITY RELATIONS	HARTLAND AREA CHAMBER COMMERCE	GIFT CERTIFICATES	\$1,700.00
E 101-51400-210 LEGAL SERVICES	KIEFFER MEDIATION LLC	LEGAL SERVICES	\$962.50
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$8.97
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$2.88
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$100.81
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$180.00
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$20,170.00
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$5,637.80
EXPENSE Descr GENERAL ADMINISTRATION			\$28,762.96
EXPENSE Descr HARTBROOK BALL FIELD RECONST			
E 401-76150-285 CONSTRUCTION COSTS	BEILFUSS CORPORATION	CENTENNIAL PARK FIELD REBUILD	\$29,846.25
EXPENSE Descr HARTBROOK BALL FIELD RECONST			\$29,846.25
EXPENSE Descr IMPACT FEE EXPENSES			
E 206-59000-960 USE OF PARK IMPACT FEES	OGDEN CONSTRUCTION GROUP	CENTENNIAL PARK SHELTER	\$43,977.00
EXPENSE Descr IMPACT FEE EXPENSES			\$43,977.00
EXPENSE Descr INDUSTRIAL/PROGRESS BIO-STORM			
E 401-74105-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW/ADMIN	\$2,530.80
EXPENSE Descr INDUSTRIAL/PROGRESS BIO-STORM			\$2,530.80
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$25.20
EXPENSE Descr INSPECTION			\$25.20
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	9 VOLT BATTERIES	\$22.47
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	SHOP TOWELS	\$15.87
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #4 OIL CHANGE/WIPER BLADES	\$262.32
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #4 ENGINE REPAIR	\$7,769.59
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #1 OIL CHANGE	\$41.40
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$445.27
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$16.21
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$120.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$403.26
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$3.60
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	NOV PRISONER HOUSING	\$410.08

Account Descr	Search Name	Comments	Amount
EXPENSE Descr LAW ENFORCEMENT			\$9,510.07
EXPENSE Descr LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	CENTER POINT LARGE PRINT	LARGE PRINT	\$56.92
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY WORLD LLC	AUDIOBOOKS	\$174.98
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	AUDIOBOOKS	\$62.30
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	AUDIOBOOKS	\$28.69
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	AUDIOBOOKS	\$27.05
E 101-55110-255 BLDGS/GROUNDS	HAHN ACE HARDWARE	LED BULBS	\$21.58
E 101-55110-255 BLDGS/GROUNDS	HAHN ACE HARDWARE	CREDIT	-\$9.86
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$210.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$126.01
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	AUDIOBOOK	\$33.75
E 101-55110-310 BOOKS & MATERIALS	PENGUIN RANDOM HOUSE LLC	AUDIOBOOKS	\$37.50
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	HAND SOAP	\$231.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY TREASURER (515)	MASKS	\$81.00
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	NOV-DEC ELECTRIC	\$1,511.18
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	NOV-DEC GAS	\$349.97
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF ADMINISTRATTON	JULY-DEC TEACH SERVICES	\$600.00
E 101-55110-255 BLDGS/GROUNDS	WIL-KIL	COMMERCIAL CONTRACT	\$50.00
EXPENSE Descr LIBRARY			\$3,592.07
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	BLUEGREEN LLC	CARPET CLEANING	\$813.09
E 101-51600-255 BLDGS/GROUNDS	GRAINGER	PARTITION	\$98.10
E 101-51600-255 BLDGS/GROUNDS	GROUND S KEEPER, INC.	MOWING	\$99.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	HAND SOAP	\$231.00
E 101-51600-255 BLDGS/GROUNDS	ROBERT WONG	REIMBURSE CLEANING CLOTHS	\$7.25
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	NOV-DEC ELECTRIC	\$1,447.90
EXPENSE Descr MUNICIPAL BUILDING			\$2,696.34
EXPENSE Descr NIXON DREDGING & RESTORATION			
E 401-74035-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	IMPLEMENTATION/PERMITTING	\$760.50
E 401-74035-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SMALL DAM PERMITTING	\$2,622.50
E 401-74035-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DREDGING DESIGN	\$8,444.55
EXPENSE Descr NIXON DREDGING & RESTORATION			\$11,827.55
EXPENSE Descr PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	CONDUIT	\$20.10
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	OGDEN CONSTRUCTION GROUP	CONCRETE APRON	\$1,427.00
EXPENSE Descr PARKS			\$1,447.10
EXPENSE Descr PUBLIC WORKS			

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	PINE SOL	\$12.61
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	TIMER/POWER STRIP	\$53.44
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	ROTOR/PADS	\$111.15
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	SPLIT LOOM	\$37.29
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	WIRE LOOM	\$208.38
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	DISC BR ADJ	\$12.19
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	OIL FILTER/RING	\$16.20
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$706.82
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$239.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$795.66
E 101-53000-180 OTHER BENEFITS	ELFTMAN, CLAY	REIMBURSE CLOTHING ALLOWANCE	\$84.52
E 101-53000-360 VEHICLE MAINT/EXPENSE	EXECU PRINT	TRUCK STICKER	\$228.00
E 101-53000-180 OTHER BENEFITS	FELKNER, DAVID	REIMBURSE CLOTHING ALLOWANCE	\$168.52
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$120.63
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$90.63
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$130.13
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	JUNGBLUTH, LEO	REIMBURSE LIGHTING	\$65.98
E 101-53000-410 STREETS GEN MAINT	KAESTNER AUTO ELECTRIC CO	PLOW MARKERS	\$358.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	LED LIGHTS	\$219.96
E 101-53000-360 VEHICLE MAINT/EXPENSE	LF GEORGE, INC	FILTERS	\$145.16
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	SLURRY	\$744.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$120.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$176.42
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	PAPER TOWEL	\$156.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GENERAL SERVICES	\$3,758.60
E 101-53000-410 STREETS GEN MAINT	SHERWIN INDUSTRIES INC.	MANHOLE RINGS	\$919.92
E 101-53000-410 STREETS GEN MAINT	SHERWIN INDUSTRIES INC.	COLD PATCH	\$237.30
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	DEC-JAN CELLULAR	\$120.61
E 101-53000-225 STREET LIGHTING	WE ENERGIES	OCT-NOV ST LIGHTING	\$8,249.63
E 101-53000-225 STREET LIGHTING	WE ENERGIES	NOV-DEC ST LIGHTING	\$407.62
E 101-53000-225 STREET LIGHTING	WE ENERGIES	NOV-DEC RW STREET LIGHT	\$34.72
EXPENSE Descr PUBLIC WORKS			\$18,730.07
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AMERICAN LITHO	WINTER/SPRING GUIDE	\$3,146.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$37.81
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SEAT OF THE PANTS PRODUCTIONS	NOV AND DEC PROGRAMS	\$520.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	DEC-JAN CELLULAR	\$36.19
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	NOV-DEC LEARN TO SKATE	\$500.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$4,240.00
EXPENSE Descr REFUSE & GARBAGE COLLECTION			

Account Descr	Search Name	Comments	Amount
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL SERVICES	NOV SERVICES	\$35,263.45
EXPENSE Descr REFUSE & GARBAGE COLLECTION			\$35,263.45
EXPENSE Descr SEWER SERVICE			
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	DEC DUES	\$72,400.51
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	DEC ADMIN SERVICES	\$15.30
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	GORDON FLESCH CO INC	INK	\$217.50
E 204-53610-305 EXPENSES-OTHER	MENARDS- PEWAUKEE	MICROWAVE	\$47.00
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$37.81
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GIS SERVICES	\$4,500.00
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	U.S. CELLULAR	DEC-JAN CELLULAR	\$120.61
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	VISU-SEWER, INC.	SEWER LINING	\$43,107.50
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	VISU-SEWER, INC.	SEWER LINING	\$6,530.00
EXPENSE Descr SEWER SERVICE			\$126,976.23
EXPENSE Descr SUNNYSLOPE DR (RAE-MERTON)			
E 401-70285-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SUNNYSLOPE DR ROAD CONSTRUCTION	\$1,678.34
EXPENSE Descr SUNNYSLOPE DR (RAE-MERTON)			\$1,678.34
EXPENSE Descr SURREY LANE			
E 401-70130-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW/ADMIN	\$146.23
EXPENSE Descr SURREY LANE			\$146.23
EXPENSE Descr TRUSTEES			
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$176.42
EXPENSE Descr TRUSTEES			\$176.42
EXPENSE Descr WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	BADGER METER INC	ANNUAL LICENSE	\$720.00
E 620-53700-923 OUTSIDE SERVICES	BADGER METER INC	NOV BEACON HOSTING	\$154.20
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	SAW	\$25.78
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	CONDUIT OFFSET/COUPLING	\$17.35
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	BUMPER TO BUMPER HARTLAND	BELT	\$57.98
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	DEC ADMIN SERVICES	\$38.25
E 620-53700-923 OUTSIDE SERVICES	DIXON ENGINEERING INC	TMOBILE COVENTRY	\$1,150.00
E 620-53700-654 MAINTENANCE OF HYDRANTS	FERGUSON WATERWORKS	HYDRANT GREASE	\$84.98
E 620-53700-930 MISC GENERAL EXPENSES	GORDON FLESCH CO INC	INK	\$217.50
E 620-53700-923 OUTSIDE SERVICES	HYDROCORP	NOV CROSS CONNECTION INSPECTION	\$2,885.00
E 620-53700-651 MAINTENANCE OF MAINS	LINCOLN CONTRACTORS	SAW REPAIR	\$689.45
E 620-53700-930 MISC GENERAL EXPENSES	MENARDS- PEWAUKEE	MICROWAVE	\$47.00
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	MENARDS- PEWAUKEE	LIGHT FIXTURE COVERS/HEATER	\$597.28
E 620-53700-674 METERS	MIDWEST METER INC	METER	\$14,682.64
E 620-53700-651 MAINTENANCE OF MAINS	OKAUCHEE REDI-MIX INC	SLURRY	\$840.00

Account Descr	Search Name	Comments	Amount
E 620-53700-930 MISC GENERAL EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO WORRY	\$37.81
E 620-53700-672 DISTRIB/RESERVE STANDPIPE	SUEZ	PAINT/BRISTLECONE PINES TOWER	\$3,000.00
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	U.S. CELLULAR	DEC-JAN CELLULAR	\$120.61
E 620-53700-635 MAINTENANCE OF TREATMENT PLANT	USA BLUE BOOK	CHEMICAL FEED PUMP	\$1,610.11
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	OCT-NOV #3 PUMPHOUSE	\$1,107.35
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WERNER ELECTRIC SUPPLY	PVC CONDUIT	\$40.08
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE	\$26.00
EXPENSE Descr WATER UTILITY			\$28,149.37
			\$428,942.20



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

To: Village Board	Date: 12/15/2020
Submitted By: Chief Torin J. Misko	
Subject: Operator License for Daniel Pennington	

Details: I am recommending denial of Daniel Pennington's Operator License application due to a pending court case out of Dodge County, Case Number 2020CF000226, where Mr. Pennington has been charged with Operate While Intoxicated (OWI) 4th Offense with a Restricted Controlled Substance (Felony), Possession of THC (Misdemeanor), and Possession of Drug Paraphernalia (Misdemeanor). State Statute 125.04(5)(b) states, no license or permit related to alcohol beverages may be issued under this chapter to any person who has habitually been a law offender or has been convicted of a felony unless the person has been duly pardoned. If Mr. Pennington is convicted of the felony charge, he would not be able to hold a valid Operator License. In consultation with Village Attorney Christopher Koehnke, it is being recommended that Mr. Pennington's Operator License application be denied until his pending court case is adjudicated to ensure his Operator License remains valid. Once the case is closed Mr. Pennington could reapply for an Operator License.

Financial Remarks: N/A

Options & Alternatives:

1. Deny the Operator License for Mr. Pennington due to his pending felony charge and ask him to reapply once his court case is adjudicated.
2. Approve the Operator License for Mr. Pennington and conduct another background check when he renews his Operator License to see if he was convicted of the felony charge.

Executive Recommendation: Deny Daniel Pennington's Operator License application.

VILLAGE OF HARTLAND
LICENSES AND PERMITS
DECEMBER 28, 2020

Bartender (Operator's) License – Recommended for Denial

Daniel Pennington

Bartender (Operator's) License

Alexia Kiram
Gabriel Snyder
Sara Kathryn Hatton
Matthew Long
Chelsea Elizabeth Moretti
Theresa Louise Buskey
Delaney Ann Valade

The applicants have successfully completed the Responsible Beverage Servers Course. The Chief of Police has reviewed the applications and approves of them after deeming the requests to be in compliance with Wis. Stats. § 125.04(5).

MEMO

TO: Tim Rhode, Village Administrator
 FROM: Ryan Amtmann, Village Engineer
 DATE: December 16, 2020
 SUBJECT: Sandhill Condominiums - Petition for Rezone and PUD

BASIC INFORMATION	
Project Name	Sandhill Condominiums
Applicant Name	Siepmann Realty Corporation
Consulting Planner and/or Engineer	Pinnacle Engineering Group
Existing Zoning	RS-1 Residential Single Family
Requested Zoning	Rm-3 PUD Multiple-Family Res
Address/Abbreviated Legal	Tax Key HAV0388989001 LONGMEADOW DEVELOPMENT LLC W240N1221 PEWAUKEE RD, WAUKESHA, WI 53188
Comprehensive Land Map Designation	Low Density Res 1 to 2.5 u/a

ADJACENT LAND USE/ZONING MATRIX		
<i>Direction</i>	<i>Land Use</i>	<i>Zoning</i>
North	Single Family	Town of Merton Single Fam Res
South	N/A	Village of Hartland Windrush RS-1
East	Single Family Res	Town of Lisbon Walnut Grove Single Fam Res
West	Public/Institutional	Village of Hartland RS-1 Residential Single Fam

Siepmann Realty Corporation submitted a General Development Plan for the proposed Sandhill Development with documents dated December 21, 2020 which include:

- Petition for Planned Unit Development Overlay
- Development Proposal, dated December 21, 2020 consisting of 26 pages
- General Development Plan – Exhibit – dated November 30, 2020
- Rezoning Petition will be submitted with next submittal

Initial Staff Comments

1. Applicant should submit a Petition for Rezoning with the next submittal. This will include a Rezoning Exhibit. The rezoning process will proceed in parallel with the PUD petition.
2. The proposed 110 units on 59.26 acres amounts to 1.86 units/acre. This falls within the RS-1 allowable density range of between 1 to 2.5 units/acre. However, the proposed units are 33 two family buildings and 11 four family buildings. The Plan Commission should consider if it desires two and four family buildings within this area.
3. The joined structures will require this parcel to be rezoned from RS-1 to RM-3. The RM-3 class requires the development of a PUD.
4. Applicant is proposing private utilities (sanitary sewer, water main, storm sewer), roadways and trails.

5. Applicant supports the perimeter trail to be asphalt and privately constructed/owned/maintained along with allowing the general public to utilize this trail. The internal trails would be signed for private use only.
6. The water system is proposed to be privately owned. There will be a master water meter pit at the southerly entrance to the development. The Village will provide the meter and perform testing on the meter once annually. The Developer will own the meter pit and equipment (other than the meter). Typical of other private developments, the Village will enter into a fire hydrant maintenance agreement whereby the Village will flush and perform routine maintenance to the fire hydrants through the development.
7. A critical component of the regional water system is for there to be a future water main connection between Sandhill and Overlook Trails, through the 40-acre parcel that the CTH KE will be relocated through. The landowner for the 40-acre parcel is the same ownership group as the landowner for Sandhill. The current landowner of the 40-acre parcel supports the recording of an instrument against the 40-acre parcel that states something along the lines of:
 - a. “Upon commencing with any development upon this 40-acre parcel there shall be a water main installed and connected from Sandhill to Overlook Trails to complete a water loop as shown in various planning documents related to Northeast Area development. In addition, the Northeast Area planning documents show a future water well and transmission main within the 40-acre parcel. Upon commencing with any development upon this 40-acre parcel there shall be necessary easements provided to allow for the Village to construct water well and transmission main at the time of its choosing.”
 - b. R/M should prepare a brief technical memo and exhibit that describes the Northeast Area development that the above general language can be referred to.
8. Emergency access to Terri Lane in the Town of Lisbon. Applicant supports the construction of an emergency access drive from the cul-de-sac on Court B to Terri Lane in the Town of Lisbon. This would be set up similar to the emergency access drive from the Sanctuary of Hartland development to Woodlands Court which includes break off bollards to only allow emergency traffic. This access drive doubles as a pedestrian connection. Applicant should engage with the Town of Lisbon to confirm that they desire this access drive to connect.
9. There is an Isolated Natural Resource Area along the northern most portion of the property. The condo units will not be within the INRA. A portion of the proposed paved path will traverse the INRA. Applicant should verify that there are not issues with locating the paved path within the INRA.
10. Applicant has shown on the GDP exhibit 4 proposed stages of work. Applicant should identify the anticipated timing for the 4 stages of work.
11. The entire development will be under the incorporate Condominium Association with by-laws and declarations

PUD Section 46-806 (2)b – General Development Plan checklist

- Location of public and private roads, driveways, sidewalks and parking facilities –
 - Applicant has adequately provided location information of their proposed private roads, driveways and pathways.
- Architectural plans, elevations and perspective drawings and sketches illustrating the design/character of proposed structures
 - Applicant has adequately provided architectural information illustrate the design/character of the proposed structures.
- Existing and proposed locations of sanitary sewer, water supply and stormwater drainage facilities

- Applicant has adequately shown existing and proposed locations of sewer, water and storm facilities. The utilities and stormwater management plan will be developed to follow the regional infrastructure plans that the Village has created.
- Existing and proposed locations of private utilities or other easements
 - The applicant has completed a survey and initial layout of the proposed development entitled, General Development Plan (GDP). This exhibit shows the locations of known existing utilities and known existing easements. As a part of the precise plans the applicant will develop a condominium plat that will show the locations of planned private utilities and other necessary easements.
- Characteristics of soils
 - Applicant has shown the soil characteristics on the GDP exhibit.
- Existing topography – ID areas > 12% slopes
 - Existing topography is shown on the GDP exhibit. There do not appear to be any slopes in excess of 12%.
- Staging plan.
 - Applicant has shown on the GDP exhibit 4 proposed stages of work. Applicant should identify the anticipated timing for the 4 stages of work.

RTA:rt



VILLAGE OF HARTLAND
PETITION FOR:



[X] NEW PLANNED UNIT DEVELOPMENT OVERLAY PETITION
(REQUIRES 2 PLAN COMMISSION MEETINGS AND MAY INCLUDE UP TO 3 VILLAGE BOARD MEETINGS. DURING ONE OF THE VILLAGE BOARD MEETINGS A PUBLIC HEARING SHALL BE HELD)

OR

[] AMENDMENT TO EXISTING PLANNED UNIT DEVELOPMENT
(REQUIRES 2 PLAN COMMISSION MEETINGS AND MAY INCLUDE UP TO 3 VILLAGE BOARD MEETINGS. DURING ONE OF THE VILLAGE BOARD MEETINGS A PUBLIC HEARING SHALL BE HELD)

FEE: \$150.00 + \$1,000 Professional Fee Deposit

Table with 2 columns: Date, Date Filed, Fee Paid, Receipt No.

1. Name: Longmeadow Development, LLC / Sandhill Condominiums

Address of Owner/Agent: c/o Siepmann Realty Corporation
W240 N1221 Pewaukee Road, Waukesha, WI 53188

Phone Number of Owner/Agent: 262-650-9700 (Jim Siepmann)

FAX No. 262-650-9710 E-mail jim@siepmannrealty.com

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.

Present Use - Agriculture

Intended Use - Sandhill Condominiums

33 Two-Family Buildings (66 Units) & 11 Four-Family Buildings (44 Units) Total 110 Units

Longmeadow Development, LLC

Signature of Petitioner By: James P. Siepmann, Managing Member

W240 N1221 Pewaukee Road, Waukesha, WI 53188
Address

262-650-9700
Phone

**Village of Hartland
Professional Services Reimbursement Form**

The Village of Hartland has determined that whenever the services of the Village Attorney, Village Engineer, Village Planner or any other of the Village's professional staff results in a charge to the Village for that professional's time and services and such services is not a service supplied to the Village as a whole, the Village Clerk shall charge that service for the fees incurred by the Village. Also, be advised that the Village may pass on other certain fees, costs, and charges which will be the responsibility of the property owner or responsible party.

I, the undersigned, have been advised that, pursuant to this Agreement between the Village and, The responsible party listed below, if the Village Attorney, Village Engineer, Village Planner or any other Village professional provides services to the Village because of activities incurred by the responsible party, whether at our request or at the request of the Village, we shall be responsible for the fees and expenses incurred by the Village. In addition, we have been advised that certain other fees, costs, and charges will be our responsibility.

Project Name: Sandhill Condominiums

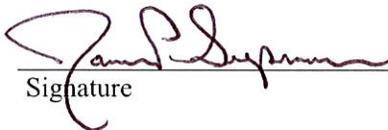
Submit invoices to: Responsible Party Property Owner

Responsible Party:

Longmeadow Development, LLC

By: James P. Siepmann

Printed Name



Signature

11/25/2020

Date

W240 N1221 Pewaukee Road

Street Address

Waukesha

City

WI

State

53188

Zip

Phone 262-650-9700

E-Mail jim@siepmannrealty.com

Property Owner Name:

By: James P. Siepmann

Longmeadow Development, LLC

Printed Name

c/o Siepmann Realty Corporation

W240 N1221 Pewaukee Road

Street Address



Signature Managing Member

11/25/2020

Date

Waukesha

City

WI

State

53188

Zip

Phone 262-650-9700

E-Mail jim@siepmannrealty.com

INTERNAL USE ONLY

Amount Due: \$ _____ Check #: _____ Date Paid: ___/___/___ Rec'd By: _____

DEVELOPMENT PROPOSAL



December 21, 2020



EXPERIENCED
LAND EXPERTS.

EXCEPTIONAL
SERVICE.

SANDHILL CONDOMINIUMS GENERAL DEVELOPMENT PLAN

1) Comprehensive Plan:

- Low Density Residential 1-2.5 Units/Acre. Sandhill 1.86 Units/Acre
- Zoning – RS-1 Residential Single Family

2) General Land Use Around Sandhill Parcel:

- East – Walnut Grove -- Town of Lisbon – Single Family Residential
- South – Windrush Subdivision – Village of Hartland -- Single Family Residential
- West – Proposed Future Addition to Sandhill – Village of Hartland
- North – Town of Merton – Single Family Residential

3) Area Calculations:

- Total Site 59.26 Acres
- Impervious Area 17.28 Acres (29.2%)
- Green Space 41.98 Acres (70.8%)

- 33 Two-Family Buildings (66 Units)
- 11 Four-Family Buildings (44 Units)
- 44 Total Buildings (110 Units)

- Density – 110 Units/59.26 Acres = 1.86 Units/Acre

4) Improvements

Total Road Length– 4,448 L.F.

Path Length– 9,536 L.F.

Utilities Ownership:

- Sewer Private*
- Water Private*
- Storm Water Private*
- Streets Private*
- Curb Private*
- Walking Trails Private* or Public
- Storm Water Ponds Private*

* Private Trails – Owned and Managed by the Sandhill Condominium Association

5) Financial Information – Anticipated Sales:

66 Duplex Units x \$450,000* =	\$29,700,000
44 Four Plex Units x \$400,000* =	<u>\$17,600,000</u>
Total Value	\$47,300,000

* Proposed Sale Price

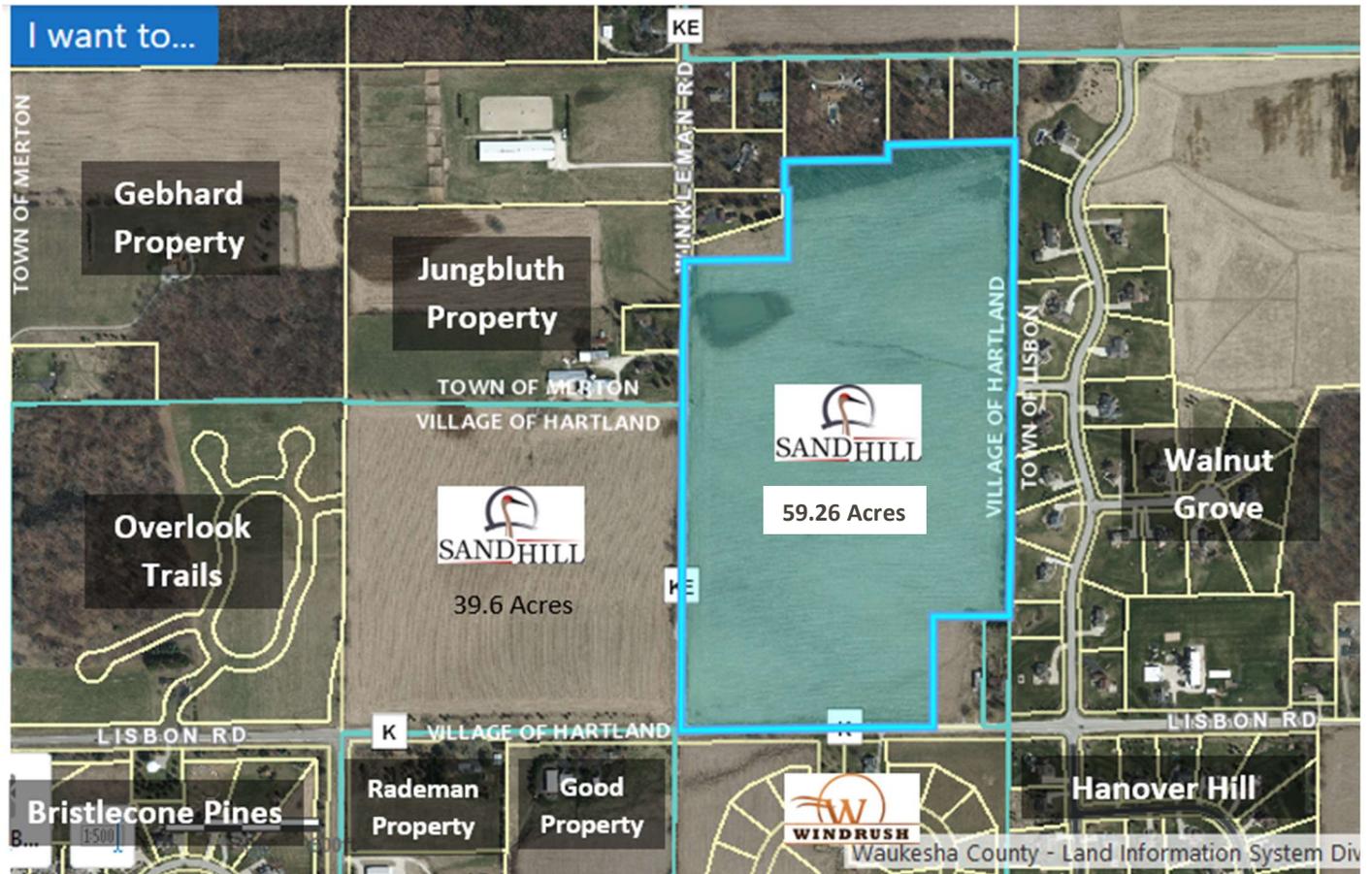
Improvement Costs: To Be Determined

6) Organizational Structure of Property Owner's Association:
Incorporated Association with By-Laws

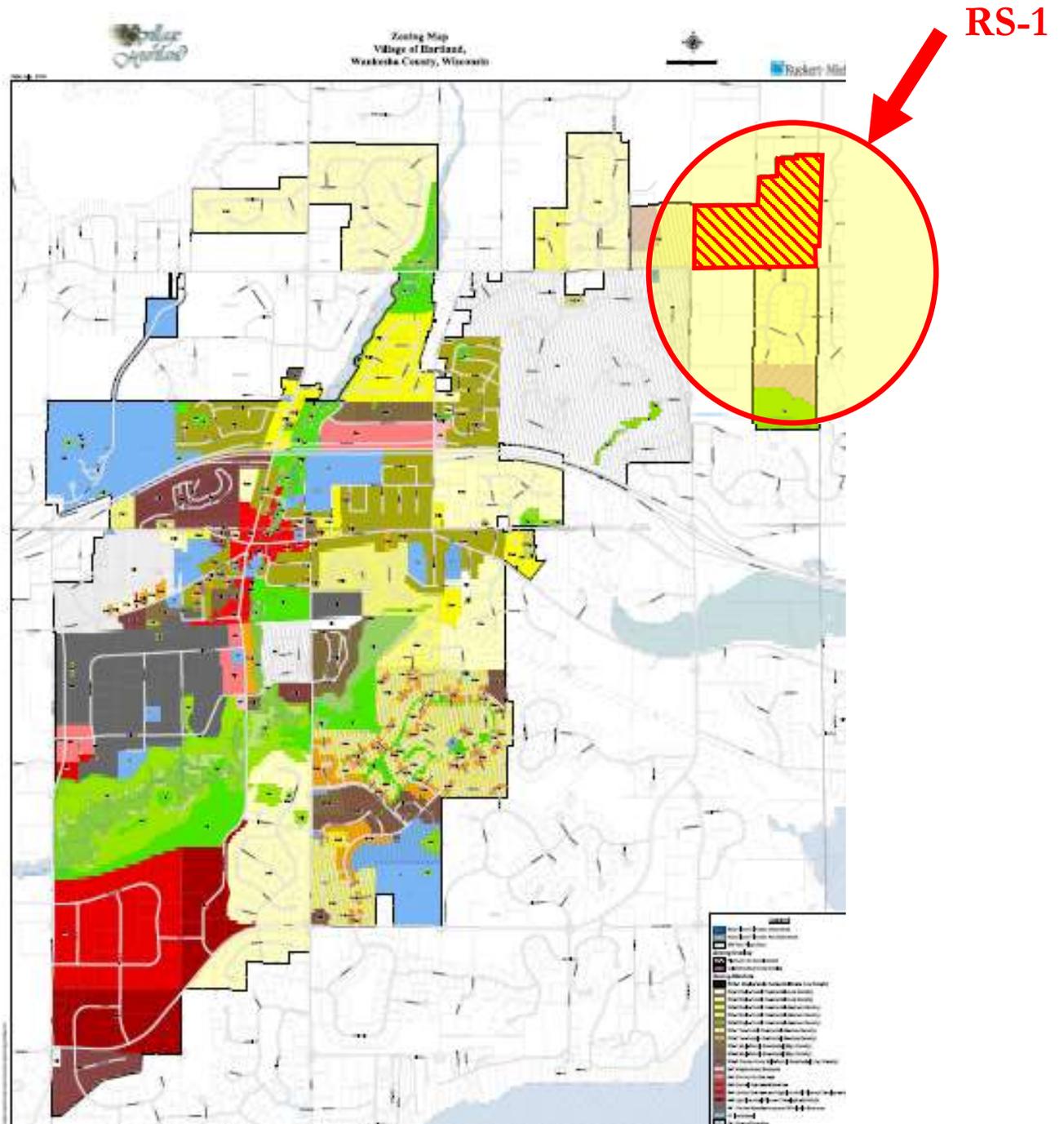
7) Proposed Departures from Standard Development:

- A) Private Utilities – Sewer, Water and Storm Sewer
- B) Private Streets
- C) Yard Regulations for Front, Side and Rear will be Reduced
- D) Street Grades Increased
- E) Condominium Plat vs. Regular Plat
- F) Paved Recreation Trails vs Sidewalks

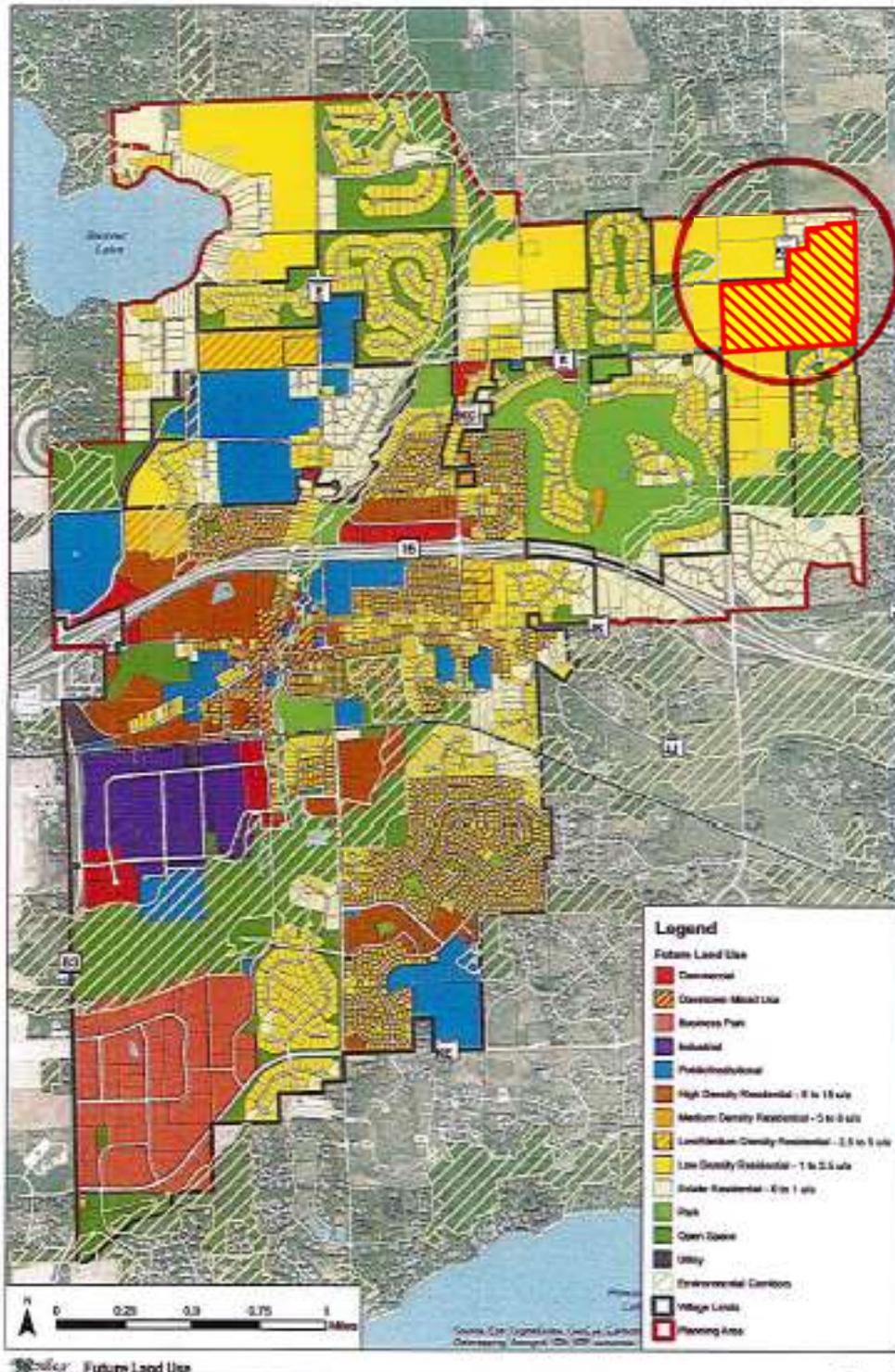
LOCATION MAP



VILLAGE OF HARTLAND ZONING MAP



VILLAGE OF HARTLAND LAND USE PLAN



**Low Density
Residential
1-2.5 units/acre**

MASTER TRANSPORTATION PLAN

CTH KE Relocated & Winkleman Rd Vacated



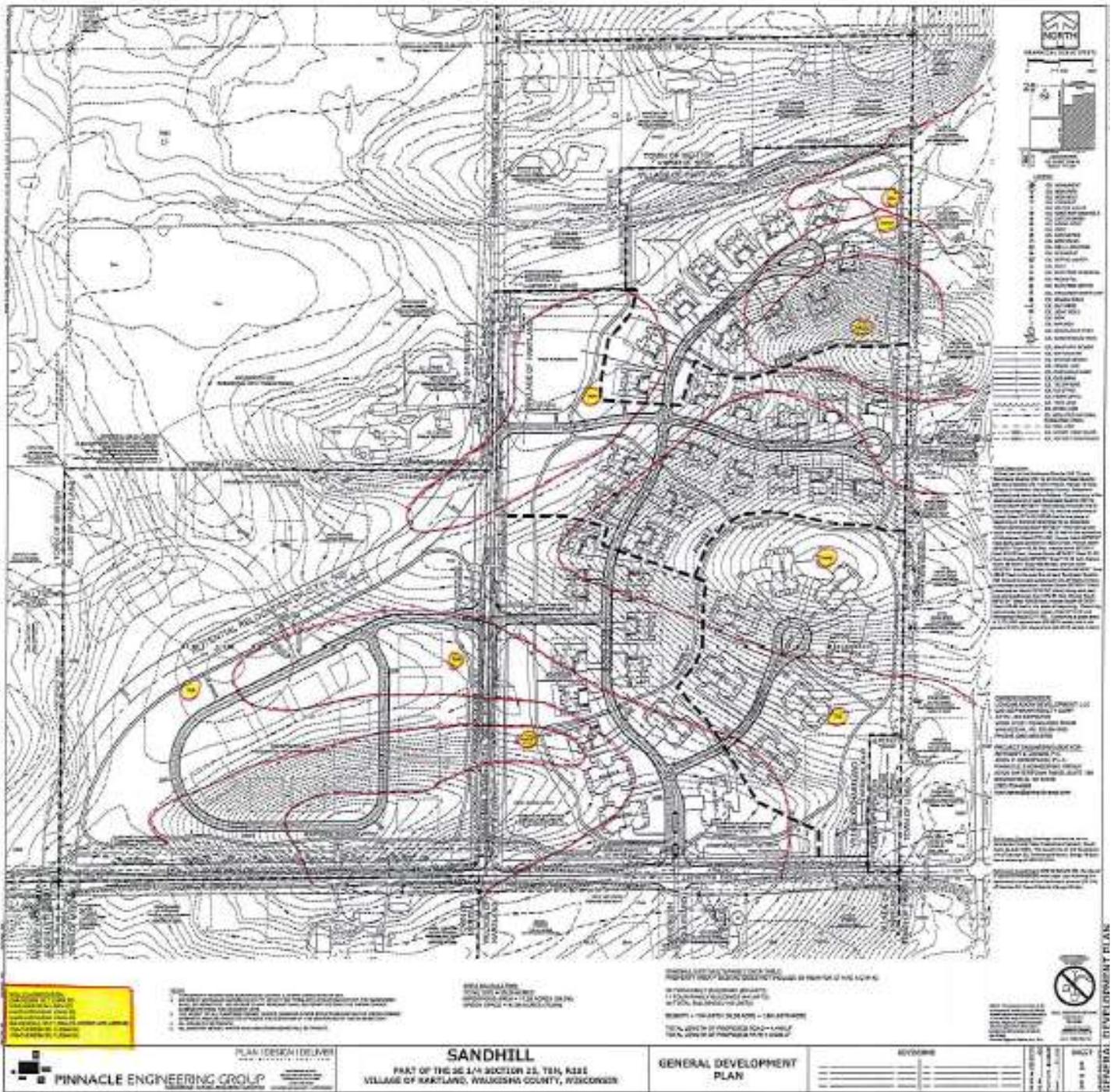
AERIAL VIEW MAP #2



PHASE MAP-FOUR PROJECT PHASES



SOIL MAP



2-FAMILY RENDERING



2-FAMILY ELEVATIONS & FLOORPLANS



THE CASTILLIAN ELEVATIONS



2-FAMILY ELEVATIONS & FLOORPLANS



THE DARTMOOR ELEVATIONS



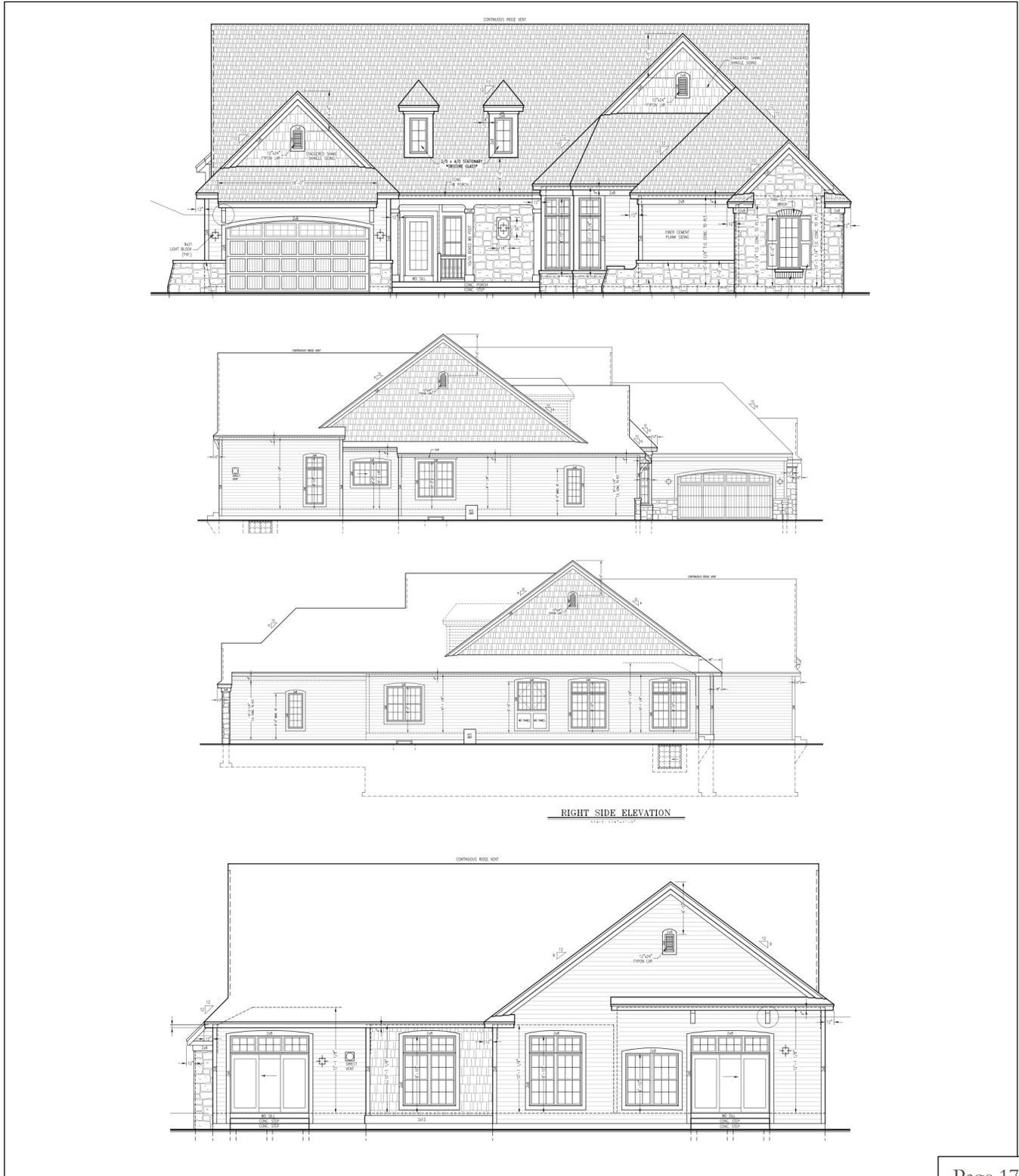
RIGHT SIDE ELEVATION



2-FAMILY ELEVATIONS & FLOORPLANS



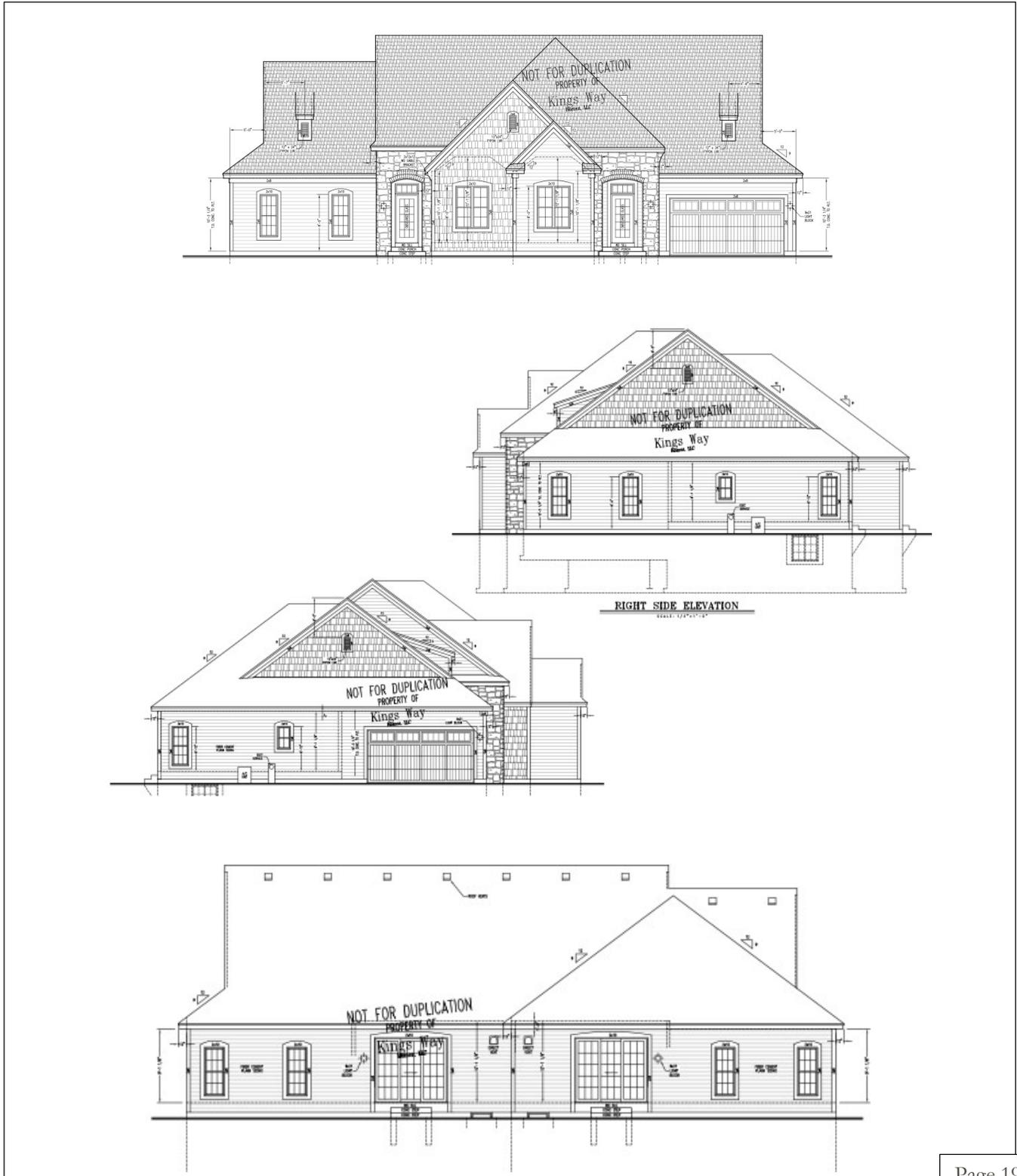
THE ESTONIAN ELEVATIONS



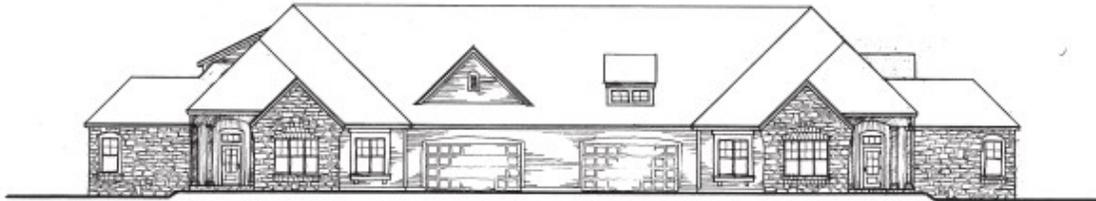
2-FAMILY ELEVATIONS & FLOORPLANS



THE BRETON ELEVATIONS



DOUBLE DUPLEX (4-FAMILY) ELEVATION A



FRONT ELEVATION - A



LEFT ELEVATION

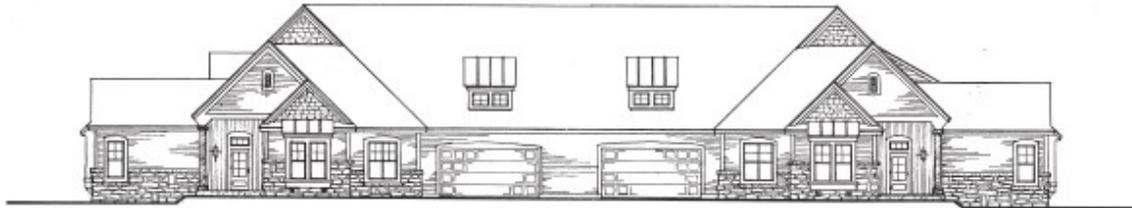


RIGHT ELEVATION



REAR ELEVATION

DOUBLE DUPLEX (4-FAMILY) ELEVATION B



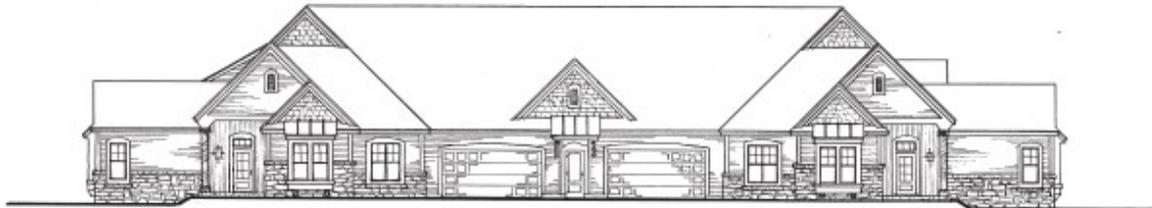
FRONT ELEVATION



LEFT ELEVATION

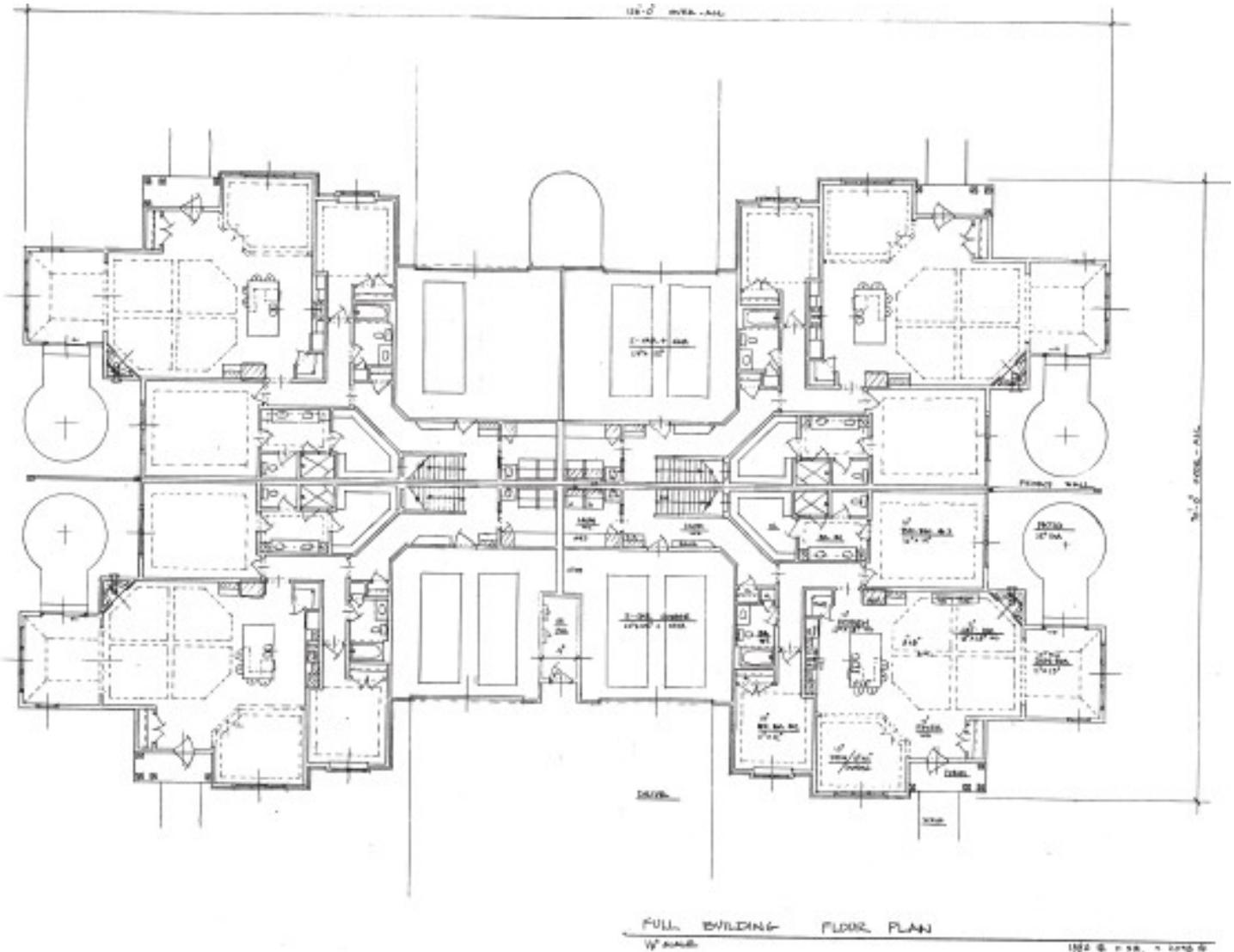


RIGHT ELEVATION

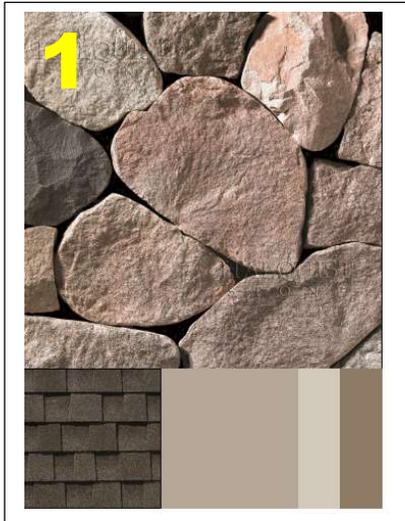


REAR ELEVATION

DOUBLE DUPLEX (4-FAMILY) FLOORPLAN



COLOR PALLETTES



**ARTICLES OF INCORPORATION
OF
SANDHILL CONDOMINIUM ASSOCIATION INC.**

SANDHILL CONDOMINIUM ASSOCIATION INC., a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation is Sandhill Condominium Association Inc. (hereinafter referred to as the "Association").

**ARTICLE II
PERIOD OF EXISTENCE**

The period of existence of the Association is perpetual.

**ARTICLE III
PURPOSE**

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Sandhill Condominium created under Chapter 703 of the Wisconsin Statutes, located in the Village of Hartland, Waukesha County, Wisconsin. The purpose of the Association is to provide for the acquisition, construction, management, maintenance and care of the common elements of said condominium and other property for which the Association is responsible and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 703 of the Wisconsin Statutes. No part of the net earnings of the Association may inure to the benefit of any private individual (other than any benefit received by a member as a result of the Association's performance of its functions described in the previous sentence) and other than by a rebate of excess membership dues, fees or assessments). 2

**ARTICLE IV
MEMBERS**

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Condominium for Sandhill Condominium recorded in the office of the Waukesha County Register of Deeds (the "Declaration").

**ARTICLE V
PRINCIPAL OFFICE**

The address of the principal office of the Association is 700 Pilgrim Parkway, Suite 100, Elm Grove, Wisconsin 53122. The principal office is located in Waukesha County, Wisconsin.

ARTICLE VI
REGISTERED AGENT

The name and address of the initial registered agent of the corporation is _____,
700 Pilgrim Parkway, Suite 100, Elm Grove, Wisconsin 53122.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the corporation shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws. The names and addresses of the Initial Directors are as follows:

Craig Caliendo
700 Pilgrim Parkway, Suite 100
Elm Grove, Wisconsin 53122

ARTICLE VIII
ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator Craig Caliendo Esq., 700 Pilgrim Parkway Suite 100, Elm Grove, WI 53122.

ARTICLE X
AMENDMENT OF ARTICLES AND BYLAWS

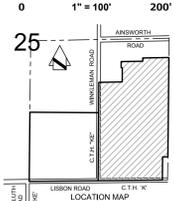
Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

Executed this ____ day of _____, 2021.

Craig A. Caliendo, Incorporator



GRAPHICAL SCALE (FEET)
0 1" = 100' 200'



- LEGEND:**
- EX MONUMENT
 - EX IRON PIPE
 - EX IRON ROD
 - EX HYDRANT
 - EX WATER VALVE
 - EX SANITARY MANHOLE
 - EX CATCH BASIN
 - EX WOOD POST
 - EX POST
 - EX GAS METER
 - EX GAS VALVE
 - EX WELL LOCATION
 - EX CLEANOUT
 - EX SEPTIC COVER
 - EX VENT
 - EX ELECTRIC PEDESTAL
 - EX PEDESTAL
 - EX ELECTRIC METER
 - EX AIRCONDITIONER UNIT
 - EX POWER POLE
 - EX GUY WIRE
 - EX LIGHT POLE
 - EX SIGN
 - EX MAILBOX
 - EX DECIDUOUS TREE
 - EX CONIFEROUS TREE
 - EX SANITARY SEWER
 - EX WATER MAIN
 - EX STORM SEWER
 - EX FENCE LINE
 - EX OVERHEAD WIRE
 - EX GAS MAIN
 - EX TELEPHONE
 - EX ELECTRIC
 - EX FIBER OPTIC
 - EX TREE LINE
 - EX DITCH LINE
 - EX ISOLATED NATURAL RESOURCE AREA
 - EX SOIL LINE
 - 1028 EX 2-FOOT CONTOURS
 - 1030 EX 10-FOOT CONTOURS

Legal Description:
All that part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 25, Town 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin bounded and described as follows: Commencing at the southeast corner of said Southeast Quarter (SE 1/4); thence South 89°23'51" West along the south line of said Southeast Quarter (SE 1/4) and the centerline of Lisbon Road (C.T.H. K) 100.00 feet to the place of beginning of the land hereinafter to be described; thence continuing South 89°23'51" West along said south line and centerline 118.25 feet to the centerline of Winkelman Road (C.T.H. KE); thence North 00°22'51" East along said centerline 185.15 feet; thence North 88°58'51" East 410.00 feet; thence North 00°22'51" East 270.00 feet; thence South 88°58'51" West 21.25 feet; thence North 00°22'51" East 113.75 feet; thence North 88°58'51" East 409.90 feet; thence North 00°22'51" East 60.00 feet; thence North 88°58'51" East 498.67 feet to the east line of said Southeast Quarter (SE 1/4) and the west subdivision line of Walnut Grove, a recorded subdivision; thence South 00°36'01" West (recorded as South 02°07'39" West) along said east line and subdivision line 187.81 feet; thence South 89°23'51" West 100.00 feet; thence South 00°36'01" West 435.69 feet to the place of beginning. Reserving right-of-way for existing Lisbon Road (C.T.H. K) as shown on the attached plan. Containing a gross area of 2,731,092 square feet (62.6972 acres) and a net area of 2,581,407 square feet (59.2106 acres) of land.

OWNER/SUBDIVIDER:
LONGMEADOW DEVELOPMENT, LLC
C/O SIEPMANN REALTY CORP
ATTN: JIM SIEPMANN
W240 N1221 PEWAUKEE ROAD
WAUKESHA, WI 53188-1659
PHONE (262) 650-9700

PROJECT ENGINEER/SURVEYOR:
ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
PINNACLE ENGINEERING GROUP
20725 WATER TOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
tony.zanon@pinnacle-engr.com

Reference Bearings: Bearings referred to the Wisconsin State Plane Coordinate System, South zone (N.A.D. 1927). The south line of the Southeast 1/4 of Section 25, Township 8 North, Range 18 East has a bearing of S89°23'51" W.

Reference Benchmarks: 1019.49 (NGVD 29) the top of a concrete monument with brass cap marking the southwest corner of the Southeast quarter (SE 1/4) of Section 25, Town 8 North, Range 18 East.

SANDHILL EAST MULTI-FAMILY DATA TABLE:
PROPERTY AREA = 59.26 AC (DOES NOT INCLUDE 50' ROW FOR CTH KE & CTH K)

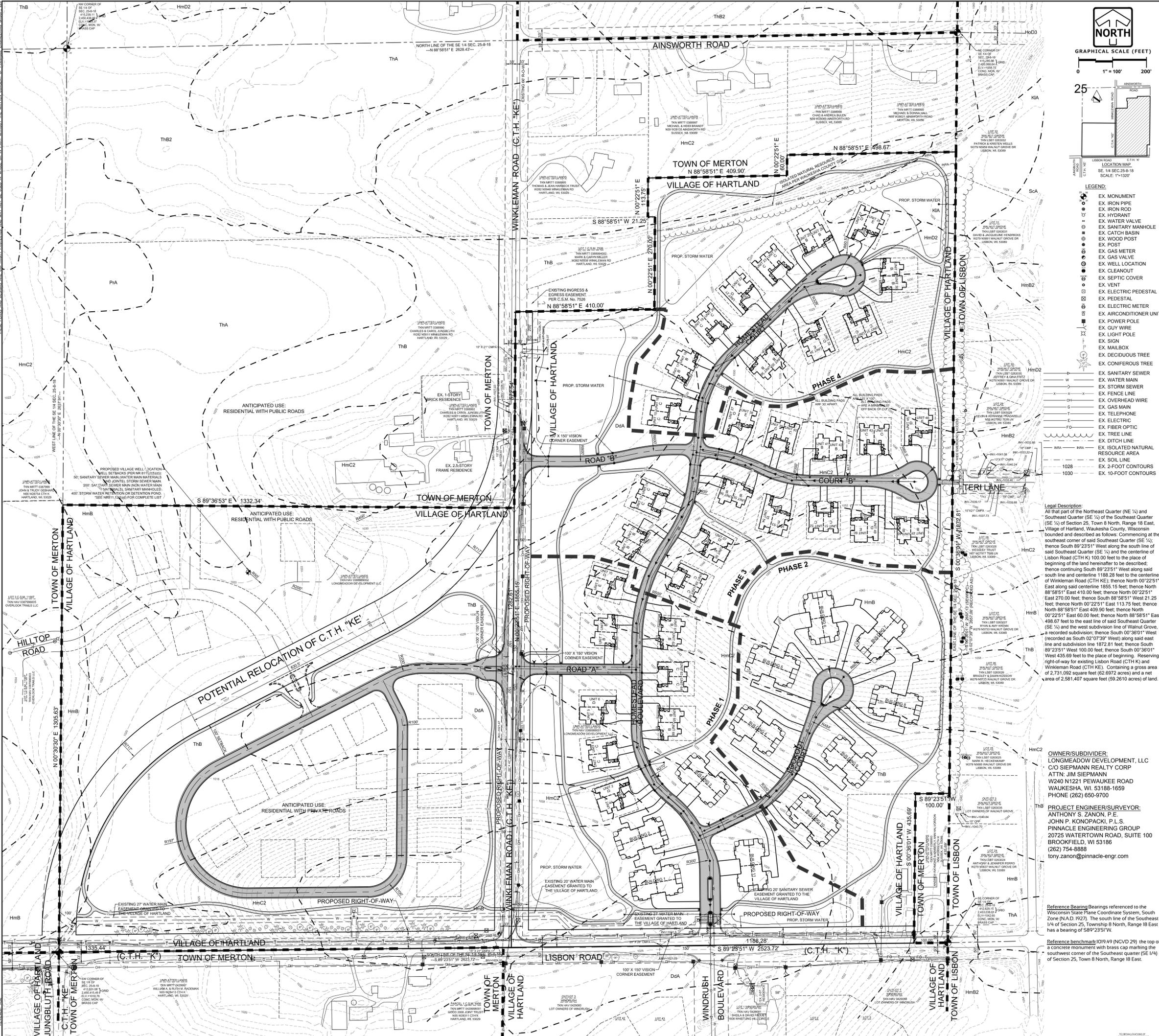
33 TWO-FAMILY BUILDINGS (66 UNITS)
11 FOUR-FAMILY BUILDINGS (44 UNITS)
44 TOTAL BUILDINGS (110 UNITS)

DENSITY = 110 UNITS / 59.26 ACRE = 1.86 UNITS/ACRE

TOTAL LENGTH OF PROPOSED ROAD = 4,448 LF
TOTAL LENGTH OF PROPOSED PATH = 9,536 LF



NOTE: The location and size of the underground structures and utilities shown herein have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.
CALL DIGGERS HOTLINE 1-800-243-6111
TOLL FREE
WE STRIVE FOR EXCELLENCE
WHEREVER YOU CONTACT US
M.I.W. AREA 259-1181



SOIL CLASSIFICATION:
DGA-DODGE SILT LOAM (C)
HmB-HOCHHEIM LOAM (D)
HmC2-HOCHHEIM LOAM (D)
HmD2-HOCHHEIM LOAM (D)
KIA-KENDALL SILT LOAM (C-HYDRIC INCLUSIONS)
ThA-TERESA SILT LOAM (C)
ThB-TERESA SILT LOAM (C)

- NOTES:**
1. TOPOGRAPHY SHOWN WAS SURVEYED BY JANNKE & JANNKE ASSOCIATES IN 2015.
 2. NO DIRECT VEHICULAR ACCESS TO CTH "K" OR CTH "KE" FROM ANY LOTS OR OUTLOTS OF THE SUBDIVISION SHALL BE PERMITTED. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED OVER THE VISION CORNER EASEMENTS FROM THE ADJACENT LOTS.
 3. THE HEIGHT OF ALL PLANTINGS, BERMS, FENCES, SIGNS OR OTHER STRUCTURES WITHIN THE VISION CORNER EASEMENT AREA IS LIMITED TO 24" ABOVE THE ELEVATION OF THE CENTERLINE OF THE INTERSECTION.
 4. ALL ROADS TO BE PRIVATE.
 5. ALL SANITARY SEWER, WATER MAIN AND STORM SEWER WILL BE PRIVATE.

AREA CALCULATION:
TOTAL SITE = 59.26 ACRES
IMPERVIOUS AREA = 17.28 ACRES (29.2%)
GREEN SPACE = 41.98 ACRES (70.8%)

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 11/23/2016

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:
20725 WATER TOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888

CHICAGO | MILWAUKEE | NATIONWIDE

SANDHILL
PART OF THE SE 1/4 SECTION 25, T8N, R18E
VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN

GENERAL DEVELOPMENT PLAN

REVISIONS

NO.	DATE	DESCRIPTION

REG. NO. 767.00-00-001
SCALE: 1" = 100'
SHEET 1 OF 1



SANDHILL EAST MULTI-FAMILY DATA TABLE:
 PROPERTY AREA = 59.26 AC (DOES NOT INCLUDE 50' ROW FOR CTH KE & CTH K)

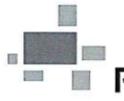
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TOTAL LENGTH OF PROPOSED ROAD = 4,448 LF
 TOTAL LENGTH OF PROPOSED PATH = 9,536 LF

DRAFTED: BR
 DESIGNED: ASZ
 REVIEWED: ASZ
 THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

www.pinnacle-engr.com


PINNACLE ENGINEERING GROUP
 ENGINEERING | NATURAL RESOURCES | SURVEYING
 WISCONSIN OFFICE:
 20725 WATERTOWN ROAD
 BROOKFIELD, WI 53186
 (262) 754-8888
 CHICAGO | MILWAUKEE | NATIONWIDE

SANDHILL EAST MULTI-FAMILY
 VILLAGE OF HARTLAND, WI

COLOR EXHIBIT

REVISIONS	

REG. JOB NO. Z67.00-01	SHEET
REG. PK. ASZ	C-1
START DATE 11-30-20	C-1
SCALE 1" = 80'	

I:\LANDSCAPE ARCHITECTURE\767.00\767.00_CONCEPT PLAN FOR COLOR EXHIBIT.DWG

© COPYRIGHT 2018



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 12-22-2020
Village Board Item Number: 4	Date: 12-28-2020
Submitted By: Tim Rhode, Village Administrator	
Subject: Agenda Item 4: Consideration of a motion to approve the annual Harland Business Improvement District (BID) 2021 Operating Plan.	

Details: In 1984, the State of Wisconsin created Section 66.608 of the Statutes ("BID law"), enabling municipalities to establish Business Improvement Districts upon the petition of the owner of at least one property used for commercial purposes within the proposed district. The purpose of the law is "...to allow businesses within those districts to develop, to manage and to promote the districts, and to establish an assessment method to fund these activities." (1983 Wis. Act 184, Section 1, legislative declaration.)

The Village Board annual approves the BID operation plan and works together with BID to ensure annual implementation of the district plan.

Financial Remarks: The BID has no financial impact on the Village Of Hartland.

Options & Alternatives: Approve or deny the annual Harland Business Improvement District (BID) 2021 Operating Plan.

Executive Recommendation:

Review and Discuss the proposed 2021 BID operating plan and approve the plan, which has been approved by the BID Board of Directors.



Hartland Business Improvement District 2021 Operating Plan

2021 B.I.D. Board of Directors

Steve Berger, B.I.D. President
Jessie Puzach, B.I.D. Vice President
Marilyn Haroldson, B.I.D. Secretary
Cheryl Pfundtner, CPA, B.I.D. Treasurer
Tom Brass, B.I.D. Past President
Mike Badani
Dr. Jim Muenzenberger
Jeff Pfannerstill
Open Position Available
Tim Rhode, Ex-Officio Member

135 Cottonwood Avenue, Hartland, WI 53029
262-367-6560 • www.downtownhartland.com • BID@downtownhartland.com

Hartland Business Improvement District

2021 Operating Plan

A. Background

In 1984, the State of Wisconsin created Section 66.608 of the Statutes (“BID law”) enabling municipalities to establish Business Improvement Districts upon the petition of the owner of at least one property used for commercial purposes within the proposed district. The purpose of the law is “...to allow businesses within those districts to develop, to manage and to promote the districts, and to establish an assessment method to fund these activities.” (1983 Wis. Act 184, Section 1, legislative declaration.)

B. Goals of the Business Improvement District

Pursuant to the BID law, this operating plan for the District has been developed by the BID Board along with business and property owners. The following objectives were identified:

1. Continuation of the *Façade Improvement Grant Program* offering matching grants up to \$10,000.
2. Continuation of the *Sign and Awning Grant Program* offering matching grants up to \$750.
3. Continuation of the *Business Loan Pool Program* offering low interest loans in partnership with Bank Five Nine.
4. Continuation of the *Education Certificate Grant Program* offering grants up to \$500.
5. Continuation of the *Sandwich Board Sign Grant Program* offering grants up to \$50.
6. Continuation of the *Co-Op Advertising Grant Program* offering grants up to \$300.
7. Implementation of the BID Strategic Planning process that was redone in 2021 to measure success.
8. Economic Development Committee
 - Business retention program to contact property and business owners on a regular basis.
 - Maintain list of vacancies and available property.
 - Conduct business education and informational seminars for property owners and businesses in district.
 - Communication with BID members, external resources and stakeholders about the BID.
 - Support of the Tax Incremental Finance district to stimulate redevelopment.
 - Initiatives to assist businesses locating in the BID and new business start-up assistance.
 - Support of businesses and issues that are important to the Village area.
9. Marketing Committee
 - Develop and continually align mission and brand of the BID.
 - Foster good communication between BID board, BID members, BID businesses, village and overall community.
 - Aid owners and business with promotion and foster cooperative efforts as needed and desired.
 - Communicate with internal constituents and external consumers.
 - Website development, maintenance, and search engine optimization.
 - Conduct or participate in events that promote and increase commerce within the district.

- Coordinate the BID's involvement in Ice Age Trail Community cross-promotion and development of activities with the Village and the Ice Age Trail Alliance.

10. Design Committee

- Encourage BID properties to be well maintained and physically appealing.
- Maintain adequate way finding to direct consumers to downtown BID district.
- Maintain comprehensive entry point signage and point of interest way finding program.
- Provide streetscaping program to create a unified look in the district.
- Maintain seasonal decorative baskets and banner program.
- Upgrades and replacement to district decorative elements and landscaping areas.
- Review applications received from district members for the grant assistance programs and make recommendations to the board for approval.
- Provide design support for exterior façade and sign improvements.
- Provide advocacy to assist businesses navigate through various Village regulatory processes.

11. Executive Committee

- Adhere to the BID Mission Statement - The mission of the Hartland BID is to provide leadership for the vitality of downtown Hartland; an area that offers a variety of commercial, retail and service businesses. The BID serves as a catalyst to improve and promote downtown Hartland through business development, marketing, economic development and business education.
- Adhere to the overall goals of the BID - The Business Improvement District attracts people to live, work, shop, conduct personal business and seek entertainment in downtown Hartland.

A business improvement district creates a mechanism for non-residential property owners to levy and collect special assessments to finance the achievement of common goals. The District is dedicated to increasing activity and improving the image of the District. Staffed with a professional manager, the District creates a link between, service, retail, civic and social activities. It is anticipated that these efforts help increase District sales volumes, attract additional business investment, and enhance property values in the District commercial area.

C. Boundaries

The District consists generally of an area bounded on the north by the last commercial properties on North Avenue, on the east on Capitol Drive roughly starting at Church Street, on the south at Cardinal Lane, on the west to the top of Hill Street. A few properties are included on Pawling Avenue. Nearly all commercial property in the downtown Village Center is included in the District. Appendix 1 shows the limits of the Hartland Business Improvement District.

D. Budget for 2021

2021 BID Revenue	\$ 74,800	
Est'd Prior Year Surplus	<u>34,162</u>	
		108,962
Design & Maintenance	39,100	
Marketing & Promotion	9,550	
Administration	<u>46,860</u>	
		<u>95,510</u>
Projected Surplus	<u>\$ 13,452</u>	

E. Operating Board

The District Board's primary responsibility is to implement the District Plan and the Board shall have all the powers necessary and convenient to implement the Plan including the power to contract for services. This includes the power to negotiate with providers of goods and services to carry out the District Plan; to enter into various contracts; to monitor and develop activity; to annually revise the Plan, and to ensure compliance with the provisions of applicable statutes and regulations.

State law mandates that the Board be composed of at least 5 members and that the majority of the Board be owners or occupants of property within the District (or representatives of the owners or occupants of the property within the District.)

The Hartland Business Improvement District shall be structured and operate as follows:

Board Size: Nine members plus one ex-officio member; the Village Administrator.

Composition: At least 7 members must be owners, occupants or representatives of owners or occupants of property in the District. Any non-owner or non-occupant appointed to the Board shall be a resident of the Village of Hartland or represent an entity identified with the Village of Hartland.

Terms: Appointments to the Board shall be for a period of 3 years.

Compensation: None.

Meetings: All meetings of the Board shall be open to the public and governed by Wisconsin Open Meeting Law.

Record Keeping: Files, records and other materials of the Board's affairs shall be kept pursuant to standard public record requirements.

Staffing: The Board may contract or hire for staffing and other services as needed to execute the budget and implement the Operating Plan.

Meetings: The Board shall meet regularly, at least annually. The bylaws should be used as a reference herein. If necessary, the Board shall adopt rules of order to govern the conduct of the meetings not inconsistent with the Plan.

Appointments: Members who have resigned or whose terms have expired will be appointed periodically by the Village President.

On or before December 1 of each year, the Board will submit its recommendations for appointment to the Village President for the seats of Board members whose terms have or shall expire or who have resigned.

F. Payment of Expenses

All expenses to be incurred by the District pursuant to the budget set forth each year shall be paid as incurred out of income received by the District. The District's income for calendar year 2021 shall include the special assessment revenue (District assessment) as collected by the Village and provided by the property owners.

The principle behind the District assessment is that the owner of each assessable property within the District boundaries shall provide a proportionate share of the District expenses, based on the assessed value of the property for real estate tax purposes. The assessment method is as follows: An annual assessment will be levied against each property located within the District boundaries and not otherwise exempted hereunder, in the amount computed by applying 0.2061622% assessment ratio charged per \$1,000 of assessed value for that property for general real estate tax purposes as of the date of adoption of the District Plan for such year, subject to a minimum of \$500 and a maximum of \$2,500. This is subject to change and the decision of the Board on an annual basis.

Any property that is exclusively used for residential purposes will not be assessed by the District. However, any property that is used only in part for residential purposes shall be assessed by the District at its full assessed value.

Property exempt from the general real estate tax is excluded from the District. Owners of tax exempt property adjoining the District and expected to benefit from the District activities will be asked to make a financial contribution to the District on a voluntary basis. Funds collected in this manner in any given year shall be used to augment the activities of the District and used as supplemental income. In addition, those exempt properties adjoining the District which are later determined to be no longer exempt from the general property taxes shall automatically become

included within the District and subject to assessment under any current operation plan without necessity to undertake any other act.

The District assessment for each property shall be calculated by the Board and will be submitted to the Village of Hartland together with an Annual Plan and Budget, prior to the time each year that tax bills are printed. The Village shall include the approved District assessment on the tax bills as a separate line item on the next real estate tax bill issued for each property within the boundaries of the District. The Village shall collect the assessment with the taxes as a special charge and shall turn over all monies so collected to the District Board for distribution in accordance with the District Plan and the BID law. All District assessments shall be treated as special charges and shall be shown on the tax bill as due and owing with the first installment of taxes, and if not paid with that first installment when due, shall accrue interest and penalties applicable to delinquent taxes. Any money collected by the Village of Hartland for the District assessment shall be held by the Village in a segregated account until it is released to the District Board as provide herein.

A list of the projected assessments for each property within the District boundaries will be established for each subsequent year by applying an appropriate formula, and shall be available at the Village of Hartland offices.

The District Board shall prepare and make available to the public and the Village, an annual report generally outlining the current status of the District, including an accounting of the prior year's expenditures and revenues. This will be done prior to or at the time it submits its annual operating plan to the Village for the following year. The submission shall include an independent certified audit which shall be obtained by the Village of Hartland, and shall be paid from the District budget.

G. Role of the Village of Hartland

The Village of Hartland is committed to helping private property owners in the District. The Village will play a significant role in the District and in the annual implementation of the District Plan. The Village will:

- Support the adoption of the district plan and subsequent year's Operating Plan through staff time and compliance with statutes, devote stall time and assistance as appropriate to promote the services of the District.
- Monitor and when appropriate apply for outside funds and/or provide Village funds that could be used in the support of the District.
- Up to \$20,000 of matching grant funds will be provided by the Village to the 2021 Façade Improvement Program.
- Collect assessments and deposit the funds in a segregated account; disburse these monies to the District Board along with identification of those assessments included in the disbursement.
- Procure and review annual audits as required per Section 66.608 of the BID law.
- Provide the Board, through the Tax Assessor's Office on or before September 1 of each year, with the official Village records on the assessed value of each property within the District boundaries as of January 1 of that year, for the purposes of calculating the District assessment.
- Encourage Federal, State, and County government to support the activities of this District and others.

H. Promotion of Orderly Development of the Village

Under Wisconsin Statutes Section 66.608 (1) (f) (4), this business improvement district plan is required to specify how the creation of the District promotes the orderly development of the Village. The District will enhance the aesthetics and commercial atmosphere in the Village and, consequently, increase business activity. Increased business activity will increase sales tax revenues and property tax base in the Village.

I. Required Statements

The Wisconsin business improvement district law requires this District Plan to include several specific statements. They are included here and will pertain to all forthcoming plans even if not included with documents sent to the Village for confirmation.

Wisconsin Statutes 66.08(1) (f) (1m): the District will contain property used exclusively for manufacturing purpose, as well as properties used in part for manufacturing. These properties will be assessed according to the standard formula set forth in the District plan because it is assumed that they will benefit from development of the District.

Wisconsin Statutes 66.08(1)(f)(5): A legal opinion from the Village of Hartland attorney indicated that this District plan complies with all applicable provisions of the state law and is incorporated herein by this reference.

Wisconsin Statutes 66.608 (5) (a): Property known to be used exclusively for residential purposes will not be assessed.

J. Severability

The District has been created under authority of Section 66.608 of the State of Wisconsin. Should any court find any portion of this statute invalid or unconstitutional said decision will not invalidate or terminate the District and this District Plan shall be amended to conform to the law without need or re-establishment?

Should the legislature amend the statute to narrow or broaden the powers of a Business Improvement District so as, amongst other things, to exclude or include as assessable properties of a certain class or classes of properties, then this District Plan may be amended by the Village of Hartland Board of Trustees as needed when it conducts its annual budget approval and authorization, without necessity to undertake any other act.

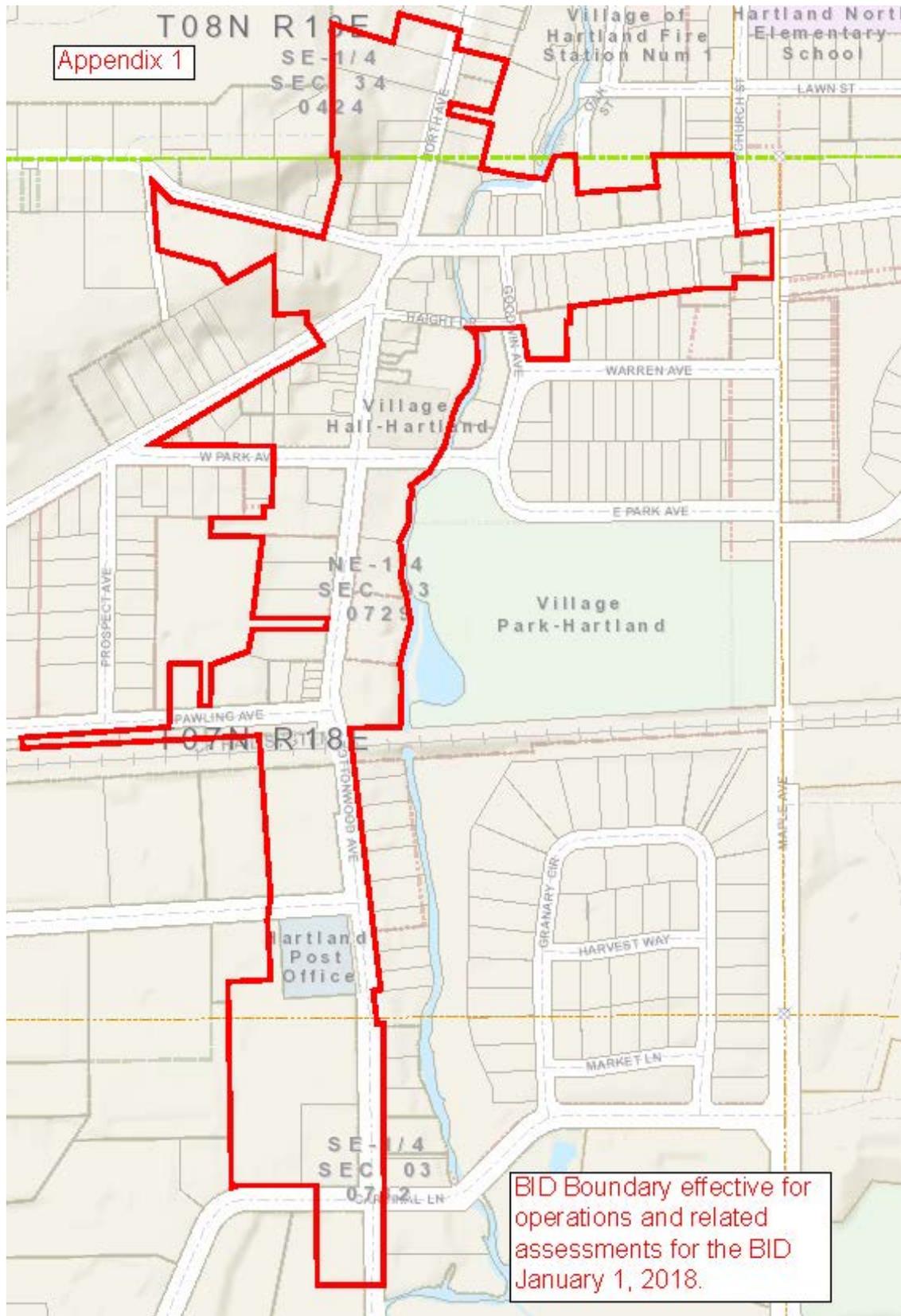
All of the above is specifically authorized under Wisconsin Statute section 66.608 (3) (b).

All expenditures of the District shall be financed through the assessment method identified above; however, the Board is also empowered to accept and secure other gifts, donations, grants, and other monies, to carry out the action in keeping with the general goals of the District identified herein. All expenditures shall be made in the District or for its benefit.

Adopted by BID Board: December 8, 2020

Appendix 1

Hartland BID Boundaries





**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 12-22-2020
Village Board Item Number: 5	Date: 12-28-2020
Submitted By: Tim Rhode, Village Administrator	
Subject: Discussion and possible action on Von Briesen Annual Engagement Letter	

Details: The Village received our annual Engagement Letter from Von Briesen and Roper, the Village Attorney. The letter establishes the 2021 terms and fees for service. Following the board's directive, professional service agreements are requested to be added to the Village Board agenda for review and action.

The Village works with both attorney de la Mora and Attorney Koehnke. Attorney de la Mora has worked with the Village for many years as our Village Attorney. Attorney Koehnke works closely with the PD and handles our municipal court operations, and serves as the Village's secondary attorney when Attorney de la Mora's not available.

Financial Remarks: The Village receives monthly invoices for legal services. Those invoices are reviewed by staff and approved by the Village Board monthly. The majority of the legal services fees for 2020 were billed back to developers for the creation of the PUD documents. The Village budgets annually 50k for Village legal services.

Options & Alternatives: The Village Board could continue working with Von Briesen, or the Village Board could discuss options moving forward.

Executive Recommendation:
Review and Discuss Engagement Letter

TAGLaw International Lawyers

Hector de la Mora
Direct Telephone
262-784-5418
hdelamora@vonbriesen.com

ENGAGEMENT LETTER

November 18, 2020

Village of Hartland
c/o Tim Rhode, Village Administrator
210 Cottonwood Avenue
Hartland, WI 53029

Dear Tim:

von Briesen & Roper, s.c. is honored to continue to represent the Village of Hartland (“Village”) in providing a scope of services that consists of general municipal legal services as its Village Attorney.

The purpose of this letter is to articulate and confirm these terms and conditions.

RESPONSIBILITIES

In reliance upon information and guidance provided by the Village Board of Trustees (“Board”) and you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your or the Board’s inquiries.

FEES FOR LEGAL SERVICES

Our fees for legal services rendered to the Village will be primarily based on the amount of time required and the hourly rates of the attorneys and paralegals who render the services. These rates are periodically adjusted to reflect increased efficiency, skills and cost increases. The adjusted rates will apply to all services performed thereafter.

Our billing rates effective January 1, 2021 through December 31, 2021 for the attorneys, law clerks and legal assistants of the firm we anticipate will be working on behalf of the Village will be \$236.00/hr. (attorneys) and \$65.00/hr. (law clerks and legal assistants).¹ As we proceed, we will use personnel with lower billing rates to the extent practical to work on your matters.

¹ Rates for legal services provided by other *specialized* practitioners in the firm will vary by practice area on a pre-agreed case by case basis [for example, but not limited to, municipal finance, TIF

LIMITED LIABILITY

von Briesen & Roper, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation of the Village and that failure causes the Village damages, our firm and the shareholder(s) directly involved in the representation may be responsible to the Village for those damages, but the firm's other shareholders will not be personally responsible. Our professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of our size.

COMMUNICATION BY E-MAIL

Our firm primarily communicates with its clients via *unencrypted* internet e-mail, and this will be the way in which we communicate with you. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

CLIENT'S RESPONSIBILITIES

The Village agrees to cooperate with our firm, to keep us informed of any developments that are relevant to the matter(s) we are assisting the Village with, to faithfully comply with this agreement, and to pay our fees on time.

FILE RETENTION AND DESTRUCTION

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a 10-year retention period from the last matter activity date or whatever date we deem appropriate. Extended retention periods may apply to certain types of matters or pursuant to your specific directives. **Notwithstanding the above, our firm does not provide document repository or archival services for documents of our municipal clients. Our practice is to provide copy of documents prepared to the Village Clerk and/or the Village Official requesting our services.**

After the expiration of the applicable retention period, we will destroy your records without further notice to you, unless you notify us otherwise. At the conclusion of your matter, you may opt to retrieve your records from our firm. We are happy to accommodate you in this regard.

Under no circumstances however will our firm serve as a custodian depository or back-up of official records which should be maintained by other elected or appointed village officials.

POTENTIAL CONFLICTS OF INTEREST

We are a relatively large law firm and we represent many entities and individuals. It is possible that some of our present and future clients will have business relationships and potential or actual disputes with the Village or its subunits. We will not knowingly represent clients in matters that are actually adverse to the interests of the Village without its permission and its informed consent. We would ask that the Village consent, on a case by case basis, to our representation of other clients

representation and equalized assessment challenges, eminent domain services, employment law services, state or federal court litigation representation (other than municipal code enforcement matters) and environmental law enforcement matters pursued against or by the Village].

whose interests are, or may be adverse to, the interests of the Village in circumstances where the Village has selected other counsel and where we have requested a written conflict waiver from the Village after we have advised the Village of the circumstances of the potential or actual conflict and the Village has given us informed consent.

GENERAL PROVISIONS

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

We consider it a privilege to have the opportunity to continue to be of service to the Village. If at any time during the course of our representation you have any questions or comments about our costs, services, or any aspect of how we provide services, please don't hesitate to contact me.

REPRESENTATION

It is expressly agreed and understood by the Village that no promises, assurances or guarantees as to the outcome of matters referred to us have been made by any member of our firm. Payment is not contingent upon the outcome of matters.

The Village of Hartland agrees to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

Date: _____

By: _____
Jeffrey Pfannerstill on behalf of the Village of Hartland

Its: Village President

Witnessed By: _____
Darlene Igl, Village Clerk

Sincerely,

von BRIESEN & ROPER, s.c.


Hector de la Mora

Hd:wwd

GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between von Briesen & Roper, s.c., and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as large volume photocopying, messenger and delivery, air freight, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. To the extent we directly provide any of these services, we will charge for our direct costs and overhead allocable to the services. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.
- (3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf. These estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.
- (6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 12-22-2020
Village Board Item Number: 6	Date: 12-28-2020
Submitted By: Tim Rhode, Village Administrator	
Subject: Discussion and consideration of a motion to approve the Village of Hartland Professional Police Association annual wage reopener agreement for 2021.	

Details: The Village's labor agreement with the Hartland Professional Police Association has language built into the contract for the annual wage reopener. This provision allows for a yearly wage negotiation without the need to completely renegotiate the entire agreement. Traditionally, the Association has requested the same or average wage increase of the non-represented Hartland Village employees. For the 2021 calendar year, the Village conducted the pay for the performance review process, which averaged 2.3% for all the non-represented employees.

The three-year agreement is from January 1, 2019, until December 31, 2021, at which time a new agreement will need to be negotiated.

Financial Remarks: The Village has proposed a 2.3% increase, which has been accepted by the Association. The amount is approximately \$24,515 for all the Officers represented in the Association. The dollar amount near but is below the budgeted amount in the 2021 budget. This number is an approximation as each year, the amount of overtime may differ slightly.

Options & Alternatives: The Village Board could approve the negotiated amount with the Hartland Professional Police Association or request to negotiate a higher or lower dollar amount.

Executive Recommendation:

Staff has worked in good faith with the Officers who represented the Association and request the Village Board approve the 2.3% increase for 2021.



AGREEMENT

Between The

VILLAGE OF HARTLAND

And The

LABOR ASSOCIATION OF WISCONSIN, INC.

For and On Behalf of The

HARTLAND PROFESSIONAL POLICE ASSOCIATION
Local 301

January 1, 2019 - December 31, 2021

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

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

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

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

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

29 NAME _____ DATE _____

30 WITNESS _____ DATE _____ "

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

9 ARTICLE III - MANAGEMENT RIGHTS

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

- 15 A. To direct all operations of the Police Department.
- 16 B. To hire, evaluate, promote, train, transfer, assign and schedule officers in
17 positions with the Village; and to suspend, demote, discharge or take other
18 disciplinary action against officers other than probationary officers for just cause
19 pursuant to the Rules and Regulations of the Village of Hartland Police
20 Department.
- 21 C. To layoff officers from their duties.
- 22 D. To determine the methods, means, number of personnel needed to carry out the
23 Police Department mission.
- 24 E. To introduce new or improved methods or facilities.
- 25 F. Change existing methods or facilities.
- 26 G. Contract out for goods and/or services. The Association recognizes that the
27 Village of Hartland has statutory and charter rights and obligations in contracting
28 for matters relating to municipal operation. The rights of contracting or
29 subcontracting are vested in the Village. The right to contract or subcontract shall
30 not be used for the purpose or intention of undermining the Association, nor to

1 discriminate against any of its members. The rights of contracting or
2 subcontracting shall be used in the event of an emergency, strike, work stoppage,
3 or essential public need where it is uneconomical for Village officers to perform
4 said services.

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

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

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

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

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

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

18 **Section 5.01 - Wage Scale:**

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

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

21
22
23 **January 1, 2020 (2.0% on the hourly wage rate)**

Patrol Officer	Approximate Annual Wage	Approximate Biweekly Wage	Hourly Wage
Non Certified Officer	\$33,952.93	\$1,305.88	\$16.7503
Starting	\$60,312.42	\$2,319.71	\$29.7545
After 1 year	\$65,823.85	\$2,531.69	\$32.4735
After 2 years	\$71,338.61	\$2,743.79	\$35.1942
After 3 years	\$76,849.64	\$2,955.76	\$37.9130
After 4 years	\$82,362.94	\$3,167.81	\$40.6329
Detective	\$85,939.22	\$3,305.35	\$41.31692.397 2

January 1, 2021 (2.3% on the hourly wage rate)

Patrol Officer	Approximate Annual Wage	Approximate Biweekly Wage	Hourly Wage
Non Certified Officer	\$34,733.85	\$1,335.92	\$17.1356
Starting	\$61,699.61	\$2,373.06	\$30.4389
After 1 year	\$67,337.80	\$2,589.92	\$33.2204
After 2 years	\$72,979.40	\$2,806.90	\$36.0037
After 3 years	\$78,617.18	\$3,023.74	\$38.7850
After 4 years	\$84,257.29	\$3,240.67	\$41.5675
Detective	\$87,915.82	\$3,381.38	\$42.2672

Section 5.02 - Pay Period: Wage and benefit payments shall consist of equal biweekly payments. The paychecks of each officer shall be paid on alternate Fridays.

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

ARTICLE VI - WORK WEEK AND WORK DAYS

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

- 1 6:00 a.m. to 2:20 p.m.
- 2 2:00 p.m. to 10:20 p.m.
- 3 10:00 p.m. to 6:20 a.m.

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

9 **Section 6.02:**

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

19 B. Patrol Officers assigned as a Patrol Detective will receive a base rate of pay that is the
20 average of the Detective wage and the Patrol Officer wage with the assigned Officer's
21 current years of service as shown in Section 5.01. Patrol Detectives will retain the
22 schedule as described in Section 6.01 except the start time for Patrol Detectives shall
23 be mutually agreed upon between the Patrol Detective and his/her Supervisor with the
24 Chief of Police retaining the right to determine the schedule worked if a mutual
25 agreement is not reached. The position will have the ability to use unlimited personal
26 switch days, which must be reasonable and approved by the Chief of Police or the
27 Chief's designee. The Patrol Detective is only able to switch shifts with other
28 Officers when assigned to a patrol function. Management reserves the right to change
29 an officer's normally scheduled work days to accommodate training for that officer.

30 **Section 6.03 – Daylight Saving Time:** Officers on duty in the fall of the year when

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

9 ARTICLE VII - SHIFT SELECTION

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

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

16 Section 7.02

17 A. **Officer Switch Days:** Non-probationary officers of equal assignment may switch
18 full and half work shifts at no additional cost to the Village provided all of the
19 following conditions are met:

- 20 1. The switch is designated at the outset;
- 21 2. The switch (payback) is accomplished within the same calendar year;
- 22 3. The officers provide at least forty-eight (48) hours' notice of the switch;
- 23 and
- 24 4. The approval of the Police Chief or his/her designee is obtained.
- 25 5. Officers can switch shifts with any non-probationary officer of
26 equal assignment on any shift.
- 27 6. Half shift switches can be an extension of an officer's work shift or with
28 an officer who is normally not scheduled to work.
- 29 7. If the switch half shift is an extension at the end of an officer's shift, the
30 officer will start the switch time at the end of their shift and work 4 hours

1 and 10 min. (1420-1830, for example).

2 8. If the switch half shift is an extension at the beginning of an officer's shift,
3 the officer will start the switch time 4 hours and 10 min prior to the start of
4 their shift. (0150-0600, for example)

5 9. Half shift switches with an off-duty officer will begin at the shift beginning
6 or halfway point of the officer being worked for.

7 10. It is understood that officers may not work double shifts and that each
8 officer is limited to eight (8) switches per calendar year.

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

12 1. Both the work day and trade off day must be within 30 days of the current
13 date and within the same calendar year. The 30-day period is a rolling
14 period that is always counted from the current date, except for December
15 trade dates which must be accomplished by the end of the year.

16 2. A maximum of six (6) personal trade days can be done in a calendar year.

17 3. Trade days must improve or be neutral to the goal of having two officers
18 working on a shift.

19 4. Trades are subject to the approval of a supervisor.

20 5. All personal trades are for the same shift.

21 6. Vacation days have priority over personal trade days.

22 C. Overtime provisions shall not apply to switched shifts unless the officer is held
23 beyond the anticipated hours for a given switched shift.

24 D. Once a switch has been approved, the officers involved may not take holidays,
25 vacation days or comp time, or another switch to avoid working on the agreed
26 change date.

27 1. If an officer is legitimately sick, sick time use is not prohibited on the day
28 of the switch.

29
30 **ARTICLE VIII - OVERTIME**

1 **Section 8.01 - Definition of Overtime:**

2 A. Any officer that is required to perform work in excess of eight (8) hours and
3 twenty (20) minutes in any regularly scheduled work day shall be compensated at
4 the rate of time and one-half (1-1/2) the officer's regular hourly rate including any
5 Longevity or Education pay. Overtime will be paid biweekly. Overtime will be
6 authorized only by the Chief of Police or the Chief's designee.

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

13 C. An officer who is scheduled to work and who works outside of the officer's
14 normally scheduled shift without a forty-eight (48) hour notice as prescribed in
15 Section 6.01, shall be entitled to an additional one-half (1/2) hour pay for each
16 hour worked outside of the officer's normally scheduled hours, or call in pay,
17 whichever is greater.

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

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

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

28 A. If an officer is required to perform a duty function outside their normally
29 scheduled time, but the assignment does not require them to report to a specific
30 location, the call-in pay shall be 1 hour (60 minutes) at their current overtime rate.

1 If that assignment takes them beyond 1 hour (60 minutes), the overtime shall be
2 actual time spent on the assignment and paid at their current overtime rate.

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

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

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

1 forty-eight (48) hours prior to the requested time off. The Chief or Police or
2 designee may waive the forty-eight (48) hour notice requirement.

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

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

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

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

14 **Section 8.05 – Seniority – Vacant Shifts/Overtime with less than 24 hours notice:** If
15 the vacancy has a duration of four hours or less and is contiguous to the shift of an officer(s)
16 currently on-duty, the hours will be offered to the currently on-duty officer(s) by seniority (e.g.
17 Vacancy of 2:00 pm – 6:00 pm offered to on-duty day team officers).

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

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

29 C. For purposes of this section, “emergency” is defined as that situation which presents a
30 threat to life, limb or serious damage to public and private property. This section

1 shall not be abused to the extent that shift privileges accorded seniority employees in
2 a given classification would be lost.

3
4 **ARTICLE IX - EDUCATIONAL INCENTIVE PAY**

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

11
12 **ARTICLE X - UNIFORM REPLACEMENT AND MAINTENANCE**

13 **Section 10.01:** Upon appointment to the Police Department each officer shall be
14 provided with a full uniform at Village expense. The Chief of Police shall determine from time
15 to time what constitutes a full uniform. Generally, a full uniform will consist of:

16 1 Winter Uniform (including e.g., 1 coat, 2 pairs of uniform trousers, 2 long
17 sleeve shirts, 1 knit uniform hat, 2 long sleeve insulating T-Shirts).

18 1 Summer Uniform (including e.g., 2 pair of uniform trousers, 2 short sleeve
19 shirts).

20 1 Dress Hat	1 Holster
21 1 Raincoat and Hat Cover	2 Outer Badges
22 2 Uniform Ties	1 Hat Badge
23 1 Hand Gun	1 Wallet/ID Badge
24 1 Gunbelt	2 Nameplates
25 1 Pair of Handcuffs	2 ID/Photocard
26 1 Handcuff Case	2 HPD Collar Pins
27 2 Magazines and Pouches	1 Duty Bag
28 1 Armor Vest and Vest Carrier	Handgun Ammunition
29 1 Personal Protection	1 Pair Shooter's glasses
30 Equipment Kit (including TB mask)	1 Riot Helmet

- 1 1 Firearms Hearing Protection 1 HPD Tie Clasp
- 2 2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)
- 3 1 Flashlight 1 Weapon Light (if desired)
- 4 1 Whistle and Lanyard 1 Pair of Duty Boots
- 5 1 Earpiece for Radio (if desired)

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

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

- 16 All Handgun Ammunition 2 HPD Collar Pins
- 17 1 Personal Protection Equipment Kit (including TB mask)
- 18 2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)
- 19 1 Hand Gun 1 Hat Badge
- 20 1 Gunbelt 1 Wallet/ID Badge
- 21 1 Pair of Handcuffs 2 ID/Photocard
- 22 1 Handcuff Case 2 Magazines and Pouches
- 23 2 Outer Badges 1 Firearms Hearing Protection
- 24 1 Holster 1 Riot Helmet
- 25 1 Pair Shooter's Glasses 1 Weapon Light
- 26 1 HPD Tie Clasp

27 An officer must return the above items to the Police Department at the time of the
28 officer's resignation or dismissal, unless the officer has already done so at some earlier date or
29 has replaced these items from the officer's uniform replacement allowance. The costs of any
30 non-returned items listed above will be deducted from the officer's Termination of Employment

1 Compensation, (Article XIX).

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

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

13 Officers shall be allowed to use the Uniform and Equipment Allowance to purchase an
14 off-duty firearm once every ten (10) years. The purchase of an off-duty firearm must be pre-
15 approved by the Chief of Police. It is understood that the off-duty firearm is property of the
16 Village of Hartland. If an officer is terminated or leaves due to a termination agreement, the
17 officer's off-duty weapon shall be returned to the Village. If an officer resigns on his own
18 accord prior to retirement, the officer shall have the option to purchase the off-duty weapon at
19 the then current market value. If the officer retires from the Police Department under the terms
20 and conditions set forth under the Wisconsin Retirement System, ownership of the off-duty
21 weapon shall transfer from the Village to the officer without any cost. The replacement of
22 uniform or equipment items, including footwear, because of wear and/or condition, except for
23 firearms, handcuffs, or defensive weapons, can be made by the choice of a member or by the
24 Chief of Police. All draws over \$500 against this clothing allowance account shall be preceded
25 by a purchase order made out to the designated Police Department supplier. Payment to the
26 supplier shall be made by the Village Clerk only after receipt of a Voucher having a copy of the
27 supplier's bill attached. If the non-list vendor will not accept a Village Purchase Order and
28 recognize the Village's sale tax exempt status, the sales tax will be deducted from the officer's
29 clothing allowance account. All shipping and handling charges will also be deducted from the
30 officer's clothing allowance account. Anytime the Chief of Police shall designate a uniform

1 change, such as color or type of uniform or patches, the Village shall pay each officer the amount
2 necessary to replace the officer's present uniform items which are in a serviceable condition, if
3 the Chief of Police orders a change to the new uniform article. This section does not apply to an
4 order from the Chief of Police to an officer to replace a uniform or equipment item because of its
5 worn, unserviceable condition. The uniform and equipment allowance shall primarily be for
6 uniform or work purposes and cannot be used to purchase an item of general clothing which
7 would not be commonly found at a police supply store.

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

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

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

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

25 26 **ARTICLE XI - HOSPITALIZATION, DENTAL & SURGICAL CARE INSURANCE**

27 **Section 11.01 - Hospitalization, Dental and Surgical Care Insurance:** The Employer
28 shall provide hospitalization and surgical care insurance through the State of Wisconsin Health.
29 The Village shall offer the Wisconsin Public Employers' Group Health Insurance Deductible
30 HMO Option - Deductible Standard Plan. The Village may from time to time, change the

1 insurance carrier or self-fund health care benefits if it elects to do so provided the coverage
2 afforded officers is equivalent or comparable. The Village shall notify the Association in writing
3 at least thirty (30) days prior to any change in carrier. If the Village elects to change insurance
4 carrier, the officer contribution for health insurance will be frozen at the amount the officer
5 would have paid if the Village had remained in the State of Wisconsin Health Plan. Officer
6 contributions will remain frozen for the remaining term of this Agreement.

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

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

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

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

24 **ARTICLE XII - LONG TERM DISABILITY INSURANCE**

25 **Section 12.01:** The Employer agrees to adopt such resolutions as are necessary to
26 participate in the Long-Term Disability Plan (basic plan) administered by the Department of
27 Employee Trust Funds. Participation shall be governed by the rules of the Department.
28

29 **ARTICLE XIII - LIFE INSURANCE**

length of service requesting the same vacation period, a flip of the coin will resolve the conflict initially, and in succeeding years, the matter, if recurring, shall be resolved on a rotating basis, i.e., the officer losing the first conflict shall be granted the first choice the next year.

5. Payment may not be taken in lieu of vacations. Payout of unused vacation time will not be made except at separation.
6. Officers of the Police Department hired prior to 1-1-16, the following accrual schedule shall apply:

Years of Service	Annual Accrual	Monthly Accrual (approximate)
Less than 7 years	12 days	1 day
More than 7 years and less than 14 years	20 days	1.67 days
More than 14 years	28 days	2.33 days

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

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

8. Officers who take vacation in the first half of the shift would commence their vacation at 6:00 a.m., 2:00 p.m. or 10:00 p.m., whichever is appropriate for the shift they are working. If the employees take their vacation on the second half of the shift, the vacation would commence at 10:10 a.m., 6:10 p.m. or 2:10 a.m., whichever is appropriate for the shift they are working. Any reference to a day's pay throughout the collective bargaining agreement will reflect eight (8) hours and twenty (20) minutes.
9. Accrual – Officers who begin work on or before the 15th day of a month shall earn vacation leave for the entire first month of service. Officers

1 be subject to discipline if they do not report within a reasonable time, as determined by the Chief
2 of Police or the Chief's designee, with all due consideration given to distance, the time of day,
3 and other extenuating existing conditions.

4 **Section 17.02 - Training:** Within one (1) year of hiring, an officer shall complete the
5 minimum hours of recruit training as promulgated by the Wisconsin Department of Justice,
6 Training and Standards Board.

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

9 **Section 17.03 - Probation:** Newly hired officers of the Police Department shall serve a
10 probationary period which period shall begin on the date of hire and end in accordance with this
11 Section after expiration of one (1) year from the beginning of said Officer's field training. At the
12 end of the probationary period, or at any time during the probationary period, the Chief of Police
13 shall recommend to the Fire and Police Commission to:

14 A. Release the probationary officer from that status and continue the officer's
15 employment as an officer of the Police Department.

16 B. Continue the probationary period for a time not to exceed six (6) months.

17 C. Terminate the probationer's employment for any reason without recourse to the
18 grievance procedure.

19 20 **ARTICLE XVIII - LEAVE AND ABSENCES**

21 **Section 18.01 - Sick Leave:**

22 A. Each officer of the Police Department, from the time of hiring, shall be granted
23 twelve (12) days of sick leave per year of employment, which sick leave shall
24 accrue at a rate of one (1) day per month with the first payroll of the month.

25 B. Unused sick leave may be accumulated to a maximum of one hundred seventy
26 two (172) days. An amount equal to fifty percent (50%) of a retiree's accumulated
27 sick leave time not to exceed 600 hours paid at the rate of pay in effect at the
28 time of retirement may be used to provide a fund which shall be used to pay the
29 health insurance premiums for the retiree until the fund is exhausted.

30 C. Sick leave benefits shall begin on the first day of absence and continue until the

1 officer returns to work or has used all accumulated sick leave. Officers who are
2 sick and unable to report to work shall notify the officer in charge, whenever
3 possible, at least sixty (60) minutes before the start of the regular shift or
4 assignment, or earlier. Officers who repeatedly fail to give the sixty (60) minute
5 notice shall be subject to discipline.

6 D. Officers shall maintain regular communication with Police Department
7 supervisors throughout the duration of their illness including daily communication
8 if the anticipated return to work has not been previously established.

9 E. Officers who abuse sick leave benefits by fraud, deceit or falsified statement are
10 subject to discipline.

11 **Section 18.02 - Bereavement Leave**

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

15 1. Immediate family is defined as an employee's spouse, children, grandchildren,
16 stepchildren, parents, stepparents, grandparents, brothers, sisters, and spouse's
17 parents.

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

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

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

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

29 A. An officer who is unable to work due to an injury sustained while performing the
30 duties of a Police Officer for the Village of Hartland Police Department shall

1 suffer no loss of salary of benefits during such period of injury.

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

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

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

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

17
18 1. The officer shall submit to a physical examination at Village expense, by a
19 physician chosen by the Village, if so directed.

20 **Section 18.04 - Leave for Association Business:**

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

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

28 **Section 18.05 - Military Leave:**

29 A. If an officer of the Police Department is called to active duty with the Armed
30 Forces of the United States, the officer shall be granted a leave of absence from

1 the Police Department for the period of time the officer is required to serve in the
2 Armed Forces.

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

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

15 1. Leave described in this section shall not be considered as a vacation
16 period.

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

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

24 **Section 18.06 - Holidays:**

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

27 1. The Association recognizes the need for maintaining adequate Police
28 protection for the Village and the Association agrees that these holidays
29 shall be taken only with the permission of the Chief of Police or the
30 Chief's designee.

- 1 2. Officers may take their choice of days off restricted only by seniority and
2 staffing requirement of the Police Department with the prior written
3 approval of the Chief of Police or the Chief's designee.
- 4 3. The Officer must designate the holiday requested in writing to the Chief or
5 the Chief's designee not later than April 1st of each year to exercise
6 seniority rights. Any officer failing to do so shall forfeit any seniority
7 rights of holiday choices and subsequent requests for holidays off shall
8 then be approved on a first come first serve basis.
- 9 4. Requests for holidays must be made forty-eight (48) hours in advance and
10 approved by the Chief or Police or designee. Any time notification
11 requirements may be waived by the Chief or Police or designee.

12
13 **ARTICLE XIX - TERMINATION OF EMPLOYMENT COMPENSATION**

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

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

18
19 **Section 19.02 - Exceptions:** Any officer of the Police Department who resigns without
20 giving at least thirteen (13) days' notice of intention to resign, in writing; shall forfeit his/her
21 rights under this Article, and shall not be eligible for payment of any benefits listed, except for
22 vacation days earned prior to his/her resignation date.

23
24 **ARTICLE XX - RULES OF CONDUCT AND MAINTENANCE OF EQUIPMENT**

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

- 28 A. The Village agrees that the Chief of Police, exclusive of emergency circumstances
29 or when it is impractical to do so, will ensure that all members of the Police
30 Department understand changes in the rules of conduct of the Hartland Police

1 Department before they are implemented. The Association and the Village agree
2 to cooperate and work together to identify and implement changes in areas where
3 improvement in the delivery of law enforcement services can be achieved.

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

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

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

18 **ARTICLE XXI - GRIEVANCE PROCEDURE**

19 **Section 21.01:** Disciplinary actions shall not be subject to the grievance/arbitration
20 procedures. Such actions may be appealed to the Police and Fire Commission under Section
21 61.65(3g) Wis. Stats.

22 **Section 21.02 - Grievance Steps:**

- 23 A. If a difference arises between the Village of Hartland and the Association as to the
24 interpretation and application of the provisions of this Agreement, during the term
25 of this Agreement, such differences or disputes shall be settled in the following
26 manner.

27 **Step 1:** The grievant shall submit his/her grievance in writing to the Chief of Police not
28 later than ten (10) working days from the date of incident or when the officer had knowledge of
29 the grievance. In the event of a grievance, the officer shall perform his/her assigned work task
30 and grieve the complaint later. The grievant shall discuss the grievance with the Chief of Police

1 or the Chief's designee within five (5) days of the submission of the grievance.

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

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

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

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

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

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

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

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

29 The decision of the arbitrator shall be limited to the subject matter of the grievance and
30 shall be restricted solely to interpretation of the contract in the area where the alleged breach

1 occurred. The arbitrator shall neither add to, detract from nor modify the language of this
2 agreement in arriving at a determination of any issue presented that is proper for final and
3 binding arbitration. The arbitrator shall not have authority to grant wage increases or decreases.

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

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

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

17 C. An Association representative may accompany the grievant at any step in the
18 grievance procedure.

19 20 ARTICLE XXII - SENIORITY

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

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

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

- 26 1. Discharge;
- 27 2. Resignation;
- 28 3. Retirement;
- 29 4. Quitting;
- 30 5. Expiration of the two-year re-employment period;

1 6. If the officer unreasonably fails to report for work for three (3) consecutive days
2 without first advising the Village of the officer's inability to report;

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

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

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

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

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

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

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

29 4. The Officer's rate of pay will be based on the number of consecutive years of full-
30 time certified law enforcement employment in accordance with the provisions of the

1 collective bargaining agreement.

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

4
5 **ARTICLE XXIII – PHYSICAL FITNESS TESTING**

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

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

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

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

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

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

20 1. Cardiovascular Endurance (1.5 mile run)

- 21 a. Test will be conducted on a circular track, or other suitable area
22 b. Each participant will be timed for distance of 1.5 miles
23 c. 15.54 or less will count as a passing grade for 1.5 miles
24

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

- 26 a. Hands shoulder width apart
27 b. Straight back
28 c. Arm angle at elbow must go below parallel
29 d. Rest is only in the starting (up) position with back straight
30 e. There is no time limit. This is a maximum exertion test
31 f. 25 push-ups or more will count as a passing grade
32

33 3. Abdominal Strength

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

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

4. Anaerobic Power (Vertical Jump)

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

5. Anaerobic Power (300 Meter Run)

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

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

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

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

1 qualify an employee for workers compensation if they sustain an injury during their regular off
2 duty workouts.

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

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

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12
13
14 **ARTICLE XXIV - NON-DISCRIMINATION**

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

18
19 **ARTICLE XXV - NO STRIKE CLAUSE**

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

26 **Section 25.02:** Upon notification by the Village to the Association that certain of its
27 members are engaged in a violation of this provision, the Association shall immediately in
28 writing order such members to return to work, provide the Village with a copy of such an order,
29 and a responsible official of the Association shall publicly order them to return to work. In the
30 event that a strike or other violation not authorized by the Association occurs, the Association

1 agrees to take all reasonable, effective and affirmative action to secure the members' return to
2 work as promptly as possible. Failure of the Association to issue the orders and take the action
3 required herein shall be considered in determining whether or not the Association caused or
4 authorized the strike.

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

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

10
11
12
13 **ARTICLE XXVI - SAVINGS CLAUSE**

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

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

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

27
28 **ARTICLE XXVII - ENTIRE MEMORANDUM**

29 **Section 27.01:** The Village and the Association for the life of the Agreement, each
30 voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be

1 obligated to bargain collectively with respect to any subject or matter specifically referred to or
2 covered in this Agreement.

3

4 **ARTICLE XXVIII - GENDER**

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

7

8 **ARTICLE XXIX - TERM OF AGREEMENT**

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

Dated this _____ of _____, 2020.

VILLAGE OF HARTLAND

**HARTLAND PROFESSIONAL POLICE
ASSOCIATION**

Village President

President

Village Clerk

Vice President

Village Administrator

LAW, Inc. Representative

VILLAGE OF HARTLAND AND HARTLAND PROFESSIONAL POLICE
ASSOCIATION
WAGE ADJUSTMENTS
FY 2020 and FY 2021

During the course of negotiations over the 2019-21 collective bargaining agreement, representatives of the parties agreed that wage adjustments, if any, would be determined by the parties after consideration and discussion of the “state of the union” in Hartland and through the following procedures:

1. For 2020
 - A. The Village Administrator and other designated Village representatives will present information to the Association president and other Association representatives concerning the proposed revenue and expense budgets for the Village for 2020, and such other information as the Village may deem relevant to its financial situation.
 - B. The presentation will also contain a proposal of the Village for wage and/or insurance adjustments for fiscal year 2020.
 - C. The presentation shall be made on or before October 1, 2019, or such later date as the parties may mutually agree.
 - D. The Association representatives shall have the right to ask such questions as they deem appropriate and request additional information from the Village relative to the presentation and/or proposal. Discussion

concerning the information presented and/or the proposal shall be encouraged.

- E. The Association shall meet with its members to consider the information presented and the proposal, and shall respond to the proposal not later than two (2) weeks after it is presented, unless the parties agree to another timetable. The response of the Association may be to accept, reject, or to submit a counter-offer to the proposal.
- F. If the parties are unable to agree on wage and/or insurance adjustments for 2020 by October 30, 2019, they will submit a joint request for mediation to the Wisconsin Employment Relations Commission (WERC).
- G. If the parties are unable to agree on wage and/or insurance adjustments for 2020 following a reasonable period of mediation, but not later than November 30, 2019, the parties will file a joint petition for arbitration of their dispute. Arbitration will be interest arbitration under Chapter 111.77 of the Wisconsin Statutes. The parties may agree to arbitrate wages for 2020 and 2021. If the parties are unable to agree to arbitrate 2020 only, they shall arbitrate both 2020 and 2021.

2. For 2021

- A. Wage adjustments, if any, for fiscal year 2021 will be determined using the same process as referenced above.
3. This agreement details a process for determining wage adjustments for 2020 and 2021 only. This agreement shall expire on December 31, 2021, and upon said expiration, shall not serve as the status quo between the parties. This agreement does not set a precedent, and is not considered past practice of the parties. Expiration of this agreement shall not affect any arbitration process underway prior to this date.
4. Disputes concerning the process detailed in this agreement shall be resolved by representatives of the parties.

Dated this ____ day of December, 2019

For the Association:

For the Village:

DRAFT – December 21, 2020

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