

**VILLAGE BOARD AGENDA**  
**MONDAY, NOVEMBER 27, 2023**  
**6:30 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

Call to Order

Roll Call

Pledge of Allegiance – Trustee Pfeiffer

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President’s discretion. This meeting will be recorded and will be available online through the Village’s website.

1. Consideration of Village Board minutes of November 13, 2023.
2. Items related to vouchers.
  - a. Consideration of vouchers for payment in the amount of \$101,782.64.
3. Actions related to Licenses and Permits
  - a. Consideration of Operator’s (Bartender) licenses
4. Consideration of actions related to the issuance of Bonds
  - a. Presentation of information regarding proposals received for the sale of bonds as approved by the Village Board.
  - b. Consideration of Resolution No. 11/27/23, “A Resolution Awarding The Sale of \$3,275,000 General Obligation Corporate Purpose Bonds, Series 2023A.”
5. Village Board second reading and review of Kwik Trip, a proposed PUD development (“Project”) whose approval and rezoning are being sought by Kwik Trip on property tax key HAV0730950 located at Highway 83 & W. Capitol Drive. The Village Board will review:
  - a. **Public Hearing** to hear comments on the request for the petitioned rezoning of 5.3784 acres to B-2, certified survey map, proposed Planned Unit Development Agreement and proposed land use amendment.
  - b. Proposed preliminary site and building plans;
  - c. Proposed preliminary certified survey map;
  - d. Proposed rezoning to B-2 in conjunction with a PUD Agreement for the Project;
  - e. Proposed petition for a Planned Unit Development
  - f. Proposed land use amendment and Resolution

6. Discussion and consideration of the Village of Hartland Professional Police Association Annual Wage Reopener Agreement.
7. Discussion and consideration of letter of engagement with Baker Tilly for the closing of TID 5.
8. Discussion and consideration of Resolution 11/27/23A "A Resolution Approving Municipal Court Budget".
9. Discussion and consideration of new Village logo.
10. Discussion and consideration of the December 25, 2023 Village Board meeting.
11. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regard 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.
12. Adjournment.

Ryan Bailey, Village Manager

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 Sandee Policello, Village Clerk, at 262-367-2714. The Municipal Building is handicap accessible.

To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The meeting ID is Meeting ID: 899 1836 0029 Passcode: 641804

Or participate online:

<https://us02web.zoom.us/j/89918360029?pwd=Z3JLak4xallsd0FhYy92SnVxNUsrZz09>

**VILLAGE OF HARTLAND**  
**VILLAGE BOARD MINUTES**  
**MONDAY, NOVEMBER 13, 2023 6:30 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

President Pfannerstill called the meeting to order at 6:31 pm

Roll Call

Present: Trustees de Boer, Truttschel, President Pfannerstill, Wallschlager, Conner, Hallquist

Excused: Trustee Pfeiffer

Others Present: Village Manager Bailey, Clerk Policello, Police Chief Misko, Assistant Police Chief Collura, Police Lt. DeBarge, Fire Chief Jambretz, DPW Operations Leadman Jenson, DPW Operations Manager Jungbluth, Recreation Director Rennekamp, Library Director Kristensen, Adela Gashi, Ariel Gashi, Charles Cartwright, Jean Clemmons, Ofc. D. Gurgul

Pledge of Allegiance

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None

1. Award presentation by the Hartland Police Department

Chief Misko recognized Adela Gashi and Ariel Gashi with Civilian Gallantry awards for the Mansfield incident on October 21, 2022.

Charles Cartwright was recognized with a Civilian Gallantry award for the Mansfield incident on October 21, 2022.

Jean Clemmons was recognized with a Letter of Appreciation for her assistance on January 19, 2023 at Guthrie & Frey that led to the apprehension of a shooting suspect.

Former Lt. Conrad Soboniak was awarded a Superior Police Performance Award related to the Mansfield incident on October 21, 2022. He was not present this evening.

Officer Dillon Gurgul was awarded a Live Saving Award related to the Mansfield incident on October 21, 2022.

2. Consideration of Village Board minutes of October 23, 2023 and October 30, 2023.

Motion (Conner/Truttschel) to approve the Village Board minutes of October 30, 2023. All were in favor, **motion carried**.

3. Introduction of Rob Minnema, new Del-Hart General Manager.  
Mr. Minnema introduced himself. He is taking over for the departing current general manager. He gave a brief history of the facility. Phase 2 construction will be complete by next summer.
4. Items related to vouchers
  - a. Motion (Truttschel/Hallquist) to approve Contractor's Application for Payment No. 3 – Wolf Paving in the amount of \$353,157.57. All were in favor, **motion carried.**
  - b. Motion (Wallschlager/Conner) to approve vouchers for payment in the amount of \$1,335,134.42. All were in favor, **motion carried.**
5. Actions related to licenses and permits
  - a. Motion (Truttschel/Hallquist) to approve operator's (bartender) license for Emma Hooge. All were in favor, **motion carried.**
  - b. Motion (Hallquist/de Boer) to approve Arcade license for Sweet Dreams. All were in favor, **motion carried.**
  - c. President Pfannerstill opened the public hearing at 6:55 pm for comments regarding the alcohol retailer's license application for Hartland Sweet Dreams.  
  
No public comment  
  
President Pfannerstill closed the public hearing at 6:56 pm.  
  
Motion (Truttschel/Hallquist) to approve Class "B" license for Hartland Sweet Dreams. All were in favor, **motion carried.**
  - d. Motion (Truttschel/Hallquist) to approve food vendor permit for Kiwanis for the Holiday Train. Director Rennekamp said historically \$1,000 - 1,200 is raised at this event. All were in favor, **motion carried.**
6. Discussion and consideration of Waukesha County Joint Powers 911 Agreement  
Chief Misko presented this annual agreement that is required by state statute.  
  
Motion (Conner/Wallschlager) to approve the Waukesha County Joint Powers 911 Agreement. All were in favor, **motion carried.**
7. Discussion and consideration of Delafield Recreation Agreement.  
Recreation Director Rennekamp presented the agreement to the Board. Hartland was looking for an increase to \$6500 annually. The City of Delafield made a counteroffer of \$10/participant with use of their sand volleyball and disc golf equipment outside of their rental agreements. Delafield has had 385 participants year to date with 450 anticipated by the end of year for

approximately \$4500 under the new agreement. Fitness for Optimal Aging classes will be starting in Delafield, this class has 168 participation Hartland. The annual fee from Delafield will be paid in January of the following year. This is a two year contract.

Motion (Hallquist/Conner) to approve the Delafield Recreation Agreement. All were in favor, **motion carried.**

8. Discussion and consideration of Resolution 11/13/2023 "Resolution Approving the Sewer Utility Rate Effective First Quarter 2024".  
The average increase would be approximately \$40 per household. This is a 5% increase request. An 8% increase in water has already been approved.

Motion (Truttschel/Conner) to approve Resolution 11/13/2023 "Resolution Approving the Sewer Utility Rate Effective First Quarter 2024". All were in favor, **motion carried.**

9. Consideration of items related to the 2024 Village Budget as shown on Tab 1 Page 8 and Pab 31 Page 1 and 2 of the 2024 Budget Book. All information after Tab 1 is for informational purposes only. These figures may be modified by the Village Board during final consideration at this meeting.
  - a. Discussion of 2024 Budget  
Mr. Bailey presented the 2024 budget. Revenues for state aid increased from the initial figures. Wage increases are set at an average of 4% increase based on performance. The general fund levy is going up by \$123,000, which is the net new construction figure. We have a \$225,000 increase to our debt borrowing which will go before the Board in two weeks. The tax rate in 2022 was \$4.69; the tax rate for 2023 will be \$3.77. That is a 19% decrease in our tax rate. There was a re-evaluation this year so some homeowners will see higher taxes and some will see lower taxes based on their re-evaluation.
  - b. Motion (Conner/Wallschlager) to approve the 2024 Municipal General Fund Budget in the amount of \$8,788,381 shown on Tab 1 Page 8 of the 2024 Budget Book. Roll call vote; all ayes. **Motion carried.**
  - c. Motion (Hallquist/Truttschel) to approve the 2024 Water Utility Budget in the amount of \$3,036,881 shown on Tab 1 Page 8 of the 2024 Budget Book. Roll call vote; all ayes. **Motion carried.**
  - d. Motion Wallschlager/Hallquist) to approve the 2024 Sewer Utility Budget in the amount of \$1,875,200 as shown on Tab 1 Page 8 of the 2024 Budget Book. Roll call vote; all ayes. **Motion carried.**
  - e. Motion (Truttschel/Conner) to approve the 2024 TIF #4 Budget in the amount of \$328 as shown on Tab 1 Page 8 of the 2024 Budget Book. Roll call vote; all ayes. **Motion carried.**

- f. Motion (Conner/Truttschel) to approve the 2024 TIF #5 Budget in the amount of \$1,650 as shown on Tab 1 Page 8 of the 2024 Budget Book. Roll call vote; all ayes. **Motion carried.**
  - g. Motion (Hallquist/Truttschel) to approve the 2024 TIF #6 Budget in the amount of \$155,668 as shown on Tab 1 Page 8 of the 2024 Budget Book. Roll call vote; all ayes. **Motion carried.**
  - h. Motion (Wallschlager/de Boer) to approve the 2024 Debt Service Budget in an amount of \$2,096,875 as shown on Tab 1 Page 8 of the 2024 Budget Book. Roll call vote; all ayes. **Motion carried.**
  - i. Motion (Truttschel/Conner) to approve the 2024 Capital Improvements, Impact Fee and Special Revenue and other funds, in the amount of \$2,932,747 for a total Village Expenditure budget in the amount of \$18,887,730. Roll call vote; all ayes. **Motion carried.**
  - j. Motion (Conner/de Boer) to authorize a Downtown Business Improvement District Tax assessment of \$74,800 as requested by the BID Board. All were in favor, **motion carried.**
  - k. Motion (Conner/Truttschel) to approve a Property Tax Levy in the amount of \$7,162,837. Roll call vote; all ayes. **Motion carried.**
  - l. Motion (Wallschlager/de Boer) to approve the 2024 Payroll Matrix on Tab 31 Page 2. Roll call vote; all ayes. **Motion carried.**
10. Consideration of the Hartland Business Improvement District 2024 Budget  
Mr. Bailey said the BID voted on this at their last meeting. We are a holder of their funds, the funds are theirs. We have the authority because they are a sub-entity of the Village. No residents are taxed for these funds; it is the businesses that are taxed in their district.

Motion (Conner/Truttschel) to approve the Hartland Business Improvement District 2024 Budget. All were in favor. **Motion carried.**

11. Announcements

Library Director Kristensen said the new children's librarian has been at the library for a month and a half and everything is going well. The library is hosting an angel tree working with Hartland North Elementary and HAWS for donations. The library is holding a Winter Wonderland event December 9<sup>th</sup> and Anna and Elsa from Frozen will appear.

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DPW Director Felkner said leaf collection will continue until Thanksgiving. The large volume of leaves has slowed them a bit.

Recreation Director Rennekamp said the winter/spring recreation guide went to the printer last week and will be in homes in 2 weeks and is now available online. Registration opens December 5<sup>th</sup> at 7:30 am. The Holiday Train food collection has started. The best decorated bin will earn a prize; the highest volume collected will also get a prize. Bins are at the library, community center, Village Hall, fire department, Piggly Wiggly for the Police Department, Endter's Sports Grill, Wisconsin Athletic Club, Birch and Banyon and Bank 59.

Chief Jambretz said the Fire Department has been working with Bruce from Five Bugle on their Strategic Plan. They had 8 calls today; 4 were back to back.

Chief Misko said their food collection bin is at Piggly Wiggly. They will have their annual stuff the squad event on November 30<sup>th</sup> at Piggly Wiggly from 6 – 8 pm. Their Shop with a Cop event is coming up where they take children shopping for gifts for themselves and their family. The Police and Fire Commission meets tomorrow and will interview four candidates for the open officer position. Their new administrative assistant started today, Christy Ewing, who comes to us from the Watertown Police Department. The Police Department has met with Lake Country Lutheran High School for initial conversations regarding their interest in adding a school resource officer next semester or next school year.

President Pfannerstill said December 1st is Hartland Lights . December 4<sup>th</sup> is the Holiday Train event. He wished everyone a Happy Thanksgiving. Mailers went out for the American Legion February Sleep Out to raise funds for homeless veterans. This event grows each year. The tax rate will go down by 19%. He thanked the Board and staff for their work on the budget.

12. Adjournment

Motion (Truttschel/de Boer) to adjourn. All were in favor, **motion carried**.  
Meeting adjourned at 7:28 pm.

Respectfully submitted,

Sandee Policello  
Village Clerk

To: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: November 22, 2023

RE: Voucher List

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Attached is the voucher list for the  
November 27, 2023 Village Board Meeting

November 27, 2023 Checks: \$ 101,782.64

Total Amount of all Checks: \$ 101,782.64

**VILLAGE OF HARTLAND**  
**VOUCHER LIST - NOVEMBER 27, 2023**

11/22/23 9:44 AM

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Account Descr	Search Name	Comments	Amount
G 101-31680 ICE RINK	AVALON GRAPHICS LLC	ICE RINK BANNERS	\$485.00
G 101-21535 VISION INSURANCE	DELTA DENTAL PLAN OF WISCONSIN	DEC VISION INSURANCE	\$238.00
R 101-48000 MISCELLANEOUS REVENUE	HARTLAND FOOD PANTRY	HOLIDAY FOOD TRAIN DONATION FROM RUEKERT & M	\$250.00
R 101-48000 MISCELLANEOUS REVENUE	ST VINCENT DE PAUL	HOLIDAY TRAIN FOOD DONATION FROM RUEKERT AND	\$250.00
			\$1,223.00
<b>AMBULANCE</b>			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER	\$61.22
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDERS	\$349.97
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	VARIOUS MEDICAL SUPPLIES	\$151.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	VARIOUS MEDICAL SUPPLIES	\$32.20
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$112.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$357.00
			\$1,064.39
<b>AMBULANCE</b>			
<b>DOWNTOWN SIDEWALK REPAIR</b>			
E 401-79280-285 CONSTRUCTION COSTS	ACE REDI-MIX INC	CONCRETE	\$576.75
<b>DOWNTOWN SIDEWALK REPAIR</b>			\$576.75
<b>DPW GARAGE GATE</b>			
E 401-79285-285 CONSTRUCTION COSTS	HOME DEPOT	SECURITY/FIRE ALARM SUPPLIES	\$288.84
<b>DPW GARAGE GATE</b>			\$288.84
<b>ECONOMIC DEVELOPMENT</b>			
E 804-56700-724 WEB SITE HOSTING & MAINT	CYBERLYNK	WEBSITE HOSTING	\$39.98
E 804-56700-719 EVENTS	EXECU PRINT	HARTLAND LIGHTS	\$33.50
E 804-56700-729 BUSINESS EDUCATION	HAROLDSON, MARILYN	FOOD FOR MARKET STUDY	\$19.98
E 804-56700-742 SUBSCRIPTIONS	WI DEPT OF REVENUE (SALES TAX)	BUSINESS TAX REGISTRATION ANNUAL FEE	\$10.00
<b>ECONOMIC DEVELOPMENT</b>			\$103.46
<b>ENVIRONMENTAL SERVICES</b>			
E 101-53635-470 LANDSCAPE PLANTINGS	DAN LARSEN LANDSCAPING, INC	STREET TREES	\$32,910.00
<b>ENVIRONMENTAL SERVICES</b>			\$32,910.00
<b>FINANCIAL ADMINISTRATION</b>			
E 101-51500-500 PROPERTY ASSESSMENT	CATALIS TAX & CAMA INC	ANNUAL ASSESSOR CONTRACT OCTOBER	\$4,587.50

Account Descr	Search Name	Comments	Amount	
E 101-51500-500	PROPERTY ASSESSMENT	CATALIS TAX & CAMA INC	ANNUAL ASSESSOR CONTRACT NOVEMBER	\$4,587.50
E 101-51500-290	OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$95.48
E 101-51500-290	OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$194.54
FINANCIAL ADMINISTRATION				<u>\$9,465.02</u>
FIRE PROTECTION				
E 101-52200-300	OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	FILL VALVE	\$17.07
E 101-52200-300	OPERATING SUPPLIES/EXPENSES	MACQUEEN EMERGENCY	PORTACOUNT FIT	\$45.00
E 101-52200-300	OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$1.30
E 101-52200-300	OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$4.45
E 101-52200-255	BLDGS/GROUNDS	WIL-KIL	PEST CONTROL SERVICES	\$73.90
E 101-52200-300	OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	COPIER SERVICES	\$100.16
FIRE PROTECTION				<u>\$241.88</u>
GENERAL ADMINISTRATION				
E 101-51400-300	OPERATING SUPPLIES/EXPENSES	CA LIGHTING LENSES INC	DECORATIVE LIGHT POLES	\$2,630.00
E 101-51400-290	OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$937.50
E 101-51400-210	LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$24,406.78
E 101-51400-210	LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$3,855.40
E 101-51400-290	OUTSIDE SERVICES/CONTRACTS	WIL-KIL	PEST CONTROL SERVICES	\$75.00
GENERAL ADMINISTRATION				<u>\$31,904.68</u>
LAW ENFORCEMENT				
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	DASH MEDICAL GLOVES	EXAM GLOVES	\$56.92
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	DASH MEDICAL GLOVES	EXAM GLOVES	\$113.85
E 101-52100-290	OUTSIDE SERVICES/CONTRACTS	FIRST RESPONDERS PSYCH SERVICE	PROFESSIONAL SERVICES	\$150.00
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	GALL S, INC.	VELCRO HOOK AND LOOP	\$15.97
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	GALL S, INC.	SHIRT	\$92.13
E 101-52100-360	VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#3 SNOW TIRES	\$129.50
E 101-52100-360	VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#9 EXHAUST WORK	\$325.03
E 101-52100-360	VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#2 OIL CHANGE & SNOW TIRES	\$180.83
E 101-52100-360	VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#1 OIL CHANGE & SNOW TIRES	\$180.83
E 101-52100-360	VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#4 OIL CHANGE, BRAKES AND SNOW TIRES	\$930.48
E 101-52100-360	VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#5 OIL CHANGE & SNOW TIRES	\$202.43
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	HOME DEPOT	LIGHTS FOR PD	\$139.94
E 101-52100-290	OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	OCTOBER ACTIVITY	\$154.50
E 101-52100-290	OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$675.00
E 101-52100-290	OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LAB DRAWS	\$111.39
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	SHEA, MATTHEW	CLOTHING ALLOWANCE	\$381.83
E 101-52100-290	OUTSIDE SERVICES/CONTRACTS	STANDARD & POOR S	OFFICER TESTS	\$148.00
E 101-52100-300	OPERATING SUPPLIES/EXPENSES	STREICHER S	BADGE	\$159.99

Account Descr	Search Name	Comments	Amount
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$3.45
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	PRISONER HOUSING	\$39.44
LAW ENFORCEMENT			<u>\$4,191.51</u>
LIBRARY			
E 101-55110-255 BLDGS/GROUNDS	CULVERS PAINTING	PAINTING AND PREP WORK	\$1,530.00
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$31.15
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$24.60
E 101-55110-345 STAFF EDUCATION/TRAINING	GIBLEY, BRIDGET	CONFERENCE EXPENSES	\$134.66
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$52.35
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$450.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	LIBRARY CLOUD BACKUP	\$50.00
E 101-55110-255 BLDGS/GROUNDS	RECYCLE TECHNOLOGIES INC	BULBS	\$20.32
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	LIBRARY FLOOR COPIER SERVICES	\$96.01
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	STAFF ROOM COPIER SERVICES	\$96.01
E 101-55110-255 BLDGS/GROUNDS	RZ HEATING AND COOLING	AC TUNE UP AND CLEANING	\$3,065.58
LIBRARY			<u>\$5,550.68</u>
MUNICIPAL BUILDING			
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	PAINT/ BULBS	\$166.74
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	PAINT RETURN	-\$15.73
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	PAINT	\$14.98
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	PAINT/ BULBS RETURN	-\$151.01
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	MISTER CLEAN	AWNING CLEANING	\$500.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	CANLINERS AND TOILET BRUSHES	\$140.00
E 101-51600-255 BLDGS/GROUNDS	RECYCLE TECHNOLOGIES INC	BULBS	\$20.32
MUNICIPAL BUILDING			<u>\$675.30</u>
NIXON PARK PARKING LOT			
E 401-79290-285 CONSTRUCTION COSTS	COUNTY MATERIALS CORP	BLOCKS FOR NIXON DUMPSTER	\$631.33
E 401-79290-285 CONSTRUCTION COSTS	COUNTY MATERIALS CORP	CONCRETE PARKING STOPS	\$1,155.54
E 401-79290-285 CONSTRUCTION COSTS	ROBERTS TOPSOIL	TOPSOIL	\$490.00
NIXON PARK PARKING LOT			<u>\$2,276.87</u>
PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	HOOK	\$84.89
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	VARIOUS FILTERS	\$214.06
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	CIRCUIT TESTER	\$36.59
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDFD FUEL	\$995.11
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD REFOR FUEL	\$1,482.36
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	\$1,488.88

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	FABICK CAT	SENSOR/ SEAL O RING	\$214.27
E 101-53000-360 VEHICLE MAINT/EXPENSE	FABICK CAT	FULL CORE	-\$87.53
E 101-53000-360 VEHICLE MAINT/EXPENSE	FABICK CAT	VALVE/ CORE CHARGE/ REG-PRESS	\$577.13
E 101-53000-360 VEHICLE MAINT/EXPENSE	INTERSTATE BATTERIES	BATTERIES FOR TRUCKS 21 & 31	\$313.90
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$120.02
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$149.54
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$37.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	WHEEL FOR LEAF VAC	\$69.00
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	RECYCLE TECHNOLOGIES INC	BULBS	\$20.31
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	HEATER HOSE	\$34.32
PUBLIC WORKS			<u>\$5,790.35</u>
RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	EDGEWORTH, LINDSAY	SMART SITTER	\$468.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	PASS SHOOT SCORE CLASSES	\$3,016.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	GLASS FUSING/ KIDS DRAWING	\$232.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	ICE SKATING CLASSES	\$720.00
RECREATION PROGRAMS/EVENTS			<u>\$4,436.00</u>
SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$14.69
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
SEWER SERVICE			<u>\$54.69</u>
WATER UTILITY			
E 620-53700-679 STRUCTURES & IMPROVEMENTS	COUNTY MATERIALS CORP	RISER FOR SANDHILL METER PIT	\$885.00
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$36.72
E 620-53700-653 MAINTENANCE OF METERS	MIDWEST FINISHING SYSTEMS, INC	SANDBLASTING GLOVES	\$67.50
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
WATER UTILITY			<u>\$1,029.22</u>
			<u>\$101,782.64</u>

VILLAGE OF HARTLAND  
LICENSES AND PERMITS  
November 27, 2023

**Bartender (Operator's) Licenses**

- Ryan MacGregor
- Dylan Hopwood

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING THE SALE OF \$3,275,000  
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,  
SERIES 2023A

WHEREAS, on October 30, 2023, the Village Board of the Village of Hartland, Waukesha County, Wisconsin (the "Village") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts and for the following public purposes: \$2,700,000 for street improvement projects; \$260,000 for sewerage projects, consisting of storm sewer projects; \$105,000 for parking lot projects; \$105,000 for parks and public grounds projects; and \$105,000 for library projects (collectively, the above-referenced initial resolutions are referred to herein as the "Initial Resolutions");

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

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, on October 30, 2023, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2023A" (the "Bonds") for the purpose of paying the cost of the Project;

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

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 27, 2023;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 27, 2023;

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

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

submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of \$\_\_\_\_\_ for the following purposes and in the following amounts: \$\_\_\_\_\_ for street improvement projects; \$\_\_\_\_\_ for sewerage projects, consisting of storm sewer projects; \$\_\_\_\_\_ for parking lot projects; \$\_\_\_\_\_ for parks and public grounds projects; and \$\_\_\_\_\_ for library projects.

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

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

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of THREE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$3,275,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2023A"; shall be issued in the aggregate principal amount of \$3,275,000; shall be dated December 14, 2023; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on June 1, 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on June 1, 2031 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2024 through 2042 for the payments due in the years 2024 through 2043 in the amounts set forth on the Schedule. The amount of tax levied in the year 2024 shall be the total amount of debt service due on the Bonds in the years 2024 and 2025; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2024.

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

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

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, proceeds of the Bonds or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2024 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2023A, dated December 14, 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above)

shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

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

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

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

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

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted, approved and recorded November 27, 2023.

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Jeffrey Pfannerstill  
President

ATTEST:

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Sandee Policello  
Village Clerk

(SEAL)

EXHIBIT A

Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

[ EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on June 1, \_\_\_\_

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

For the Term Bonds Maturing on June 1, \_\_\_\_

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

For the Term Bonds Maturing on June 1, \_\_\_\_

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

For the Term Bonds Maturing on June 1, \_\_\_\_

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

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	WAUKESHA COUNTY	
NO. R-____	VILLAGE OF HARTLAND	\$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2023A		

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
June 1, _____	December 14, 2023	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the Village of Hartland, Waukesha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$3,275,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes in the following amounts: street improvement projects (\$\_\_\_\_\_); sewerage projects, consisting of storm sewer projects (\$\_\_\_\_\_); parking lot projects (\$\_\_\_\_\_); parks and public grounds projects (\$\_\_\_\_\_); and library projects (\$\_\_\_\_\_), as authorized by resolutions adopted on October 30, 2023 and November 27, 2023. Said resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds maturing on June 1, 2032 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

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

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of

notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

DRAFT

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

VILLAGE OF HARTLAND  
WAUKESHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Jeffrey Pfannerstill  
President

(SEAL)

By: \_\_\_\_\_  
Santee Policello  
Village Clerk

DRAFT

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

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

BOND TRUST SERVICES  
CORPORATION,  
ROSEVILLE, MINNESOTA

By \_\_\_\_\_  
Authorized Signatory

DRAFT

ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

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

Dated: \_\_\_\_\_

Signature Guaranteed:

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

\_\_\_\_\_  
(Depository or Nominee Name)

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

\_\_\_\_\_  
(Authorized Officer)

1 **ARTICLE I - PURPOSE OF AGREEMENT**

2 **Section 1.01:** The purpose of this agreement is to express the understanding between  
3 the Labor Association of Wisconsin, Inc. on behalf of the Hartland Professional Police Association,  
4 and the Village of Hartland, as to wages, hours and working conditions, and to assure high quality  
5 personnel for the general health, safety and welfare of the Village of Hartland.  
6

7 **ARTICLE II - RECOGNITION**

8 **Section 2.01:** The Village hereby recognizes the Labor Association of Wisconsin, Inc., on  
9 behalf of the Hartland Professional Police Association (hereinafter "Association"), as the sole and  
10 exclusive bargaining agent, with respect to hours, wages and conditions of employment, for all  
11 regular full-time and part-time officers having power to arrest, excluding supervisory,  
12 confidential, managerial, executive and all other officers, pursuant to Section 111.70 and 111.77  
13 of the Wisconsin Statutes, to bargain collectively through representatives of their own choosing.

14 **Section 2.02 – Association Dues/Dues Deduction:**

- 15 A. **Representation:** The Association will represent all of the employees covered by  
16 this agreement, both Association members and non-members, fairly. Non-  
17 members will not be required to pay their proportionate share of the costs of the  
18 collective bargaining process and contract administration.
- 19 B. **New Officers:** With respect to new officers, said voluntary deductions shall  
20 commence with the pay period following the date such officer completes his/her  
21 first thirty (30) days.
- 22 C. **Administration:** The HPPA will submit a voucher to the Finance Director/Treasurer,  
23 prior to the first Village Board meeting of each month, reflecting the amount of  
24 dues the Finance Director/Treasurer should deduct from each member's paycheck  
25 for that month. The HPPA agrees to certify only such Association costs as allowed  
26 by law. This check will be made out to the HPPA and delivered to the HPPA  
27 Treasurer or his designee no later than seven (7) days after the Village Board  
28 approval.

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

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

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

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

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

1 amount or revoke the dues deduction at the end of such thirty (30) day period or  
2 at the end of such year.

3 NAME \_\_\_\_\_ DATE \_\_\_\_\_

4 WITNESS \_\_\_\_\_ DATE \_\_\_\_\_ "

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

12  
13 **ARTICLE III - MANAGEMENT RIGHTS**

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

- 19 A. To direct all operations of the Police Department.
- 20 B. To hire, evaluate, promote, train, transfer, assign and schedule officers in  
21 positions with the Village; and to suspend, demote, discharge or take other  
22 disciplinary action against officers other than probationary officers for just cause  
23 pursuant to the Rules and Regulations of the Village of Hartland Police  
24 Department.
- 25 C. To layoff officers from their duties.
- 26 D. To determine the methods, means, number of personnel needed to carry out the  
27 Police Department mission.
- 28 E. To introduce new or improved methods or facilities.

1 F. Change existing methods or facilities.

2 G. Contract out for goods and/or services. The Association recognizes that the Village  
3 of Hartland has statutory and charter rights and obligations in contracting for  
4 matters relating to municipal operation. The rights of contracting or  
5 subcontracting are vested in the Village. The right to contract or subcontract shall  
6 not be used for the purpose or intention of undermining the Association, nor to  
7 discriminate against any of its members. The rights of contracting or  
8 subcontracting shall be used in the event of an emergency, strike, work stoppage,  
9 or essential public need where it is uneconomical for Village officers to perform  
10 said services.

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

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

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

17  
18 **ARTICLE IV - SECTION 125 PLAN**

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

1 **ARTICLE V - WAGES AND COMPENSATION**

2 **Section 5.01 - Wage Scale:**

3  
4 **January 1, 2022 (3.0% on the hourly wage rate)**

Patrol Officer	Approximate Annual Wage	Approximate Biweekly Wage	Hourly Wage
Non-Certified Officer	\$36,711.38	\$1,411.98	\$17.6497
Certified	\$63,550.60	\$2,444.25	\$31.3521
After 1 year Certified	\$69,357.93	\$2,667.61	\$34.2170
After 2 years Certified	\$75,168.78	\$2,891.11	\$37.0838
After 3 years Certified	\$80,975.81	\$3,114.45	\$39.9486
After 4 years Certified	\$86,785.01	\$3,337.89	\$42.8145
Detective	\$90,553.29	\$3,482.82	\$43.5352

5  
6 **January 1, 2023 (4.0% on the hourly wage rate)**

Patrol Officer	Approximate Annual Wage	Approximate Biweekly Wage	Hourly Wage
Non-Certified Officer	\$37,206.90	\$1,431.03	\$18.3556
Certified	\$66,092.61	\$2,542.02	\$32.6061
After 1 year Certified	\$72,132.25	\$2,774.32	\$35.5857
After 2 years Certified	\$78,175.53	\$3,006.75	\$38.5671
After 3 years Certified	\$84,214.72	\$3,239.03	\$41.5465
After 4 years Certified	\$90,256.41	\$3,471.40	\$44.5271
Detective	\$94,175.43	\$3,622.13	\$45.2766

7  
8 **January 1, 2024 (4.0% on the hourly wage rate)**

Patrol Officer	Approximate Annual Wage	Approximate Biweekly Wage	Hourly Wage
Non-Certified Officer	\$38,695.02	\$1,488.27	\$19.0898
Certified	\$68,736.18	\$2,643.70	\$33.9103
After 1 year Certified	\$75,017.45	\$2,885.29	\$37.0091
After 2 years Certified	\$81,302.56	\$3,127.02	\$40.1098
After 3 years Certified	\$87,583.43	\$3,368.59	\$43.2084
After 4 years Certified	\$93,866.72	\$3,610.26	\$46.3082
Detective	\$97,942.42	\$3,767.02	\$47.0877

9  
10 **Section 5.02 - Pay Period:** Wage and benefit payments shall consist of equal biweekly  
11 payments. The paychecks of each officer shall be paid on alternate Fridays.



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

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

## 18 **ARTICLE VII - SHIFT SELECTION**

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

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

### 25 **Section 7.02:**

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

1 following conditions are met:

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

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

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

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

12

13                    **ARTICLE VIII - OVERTIME**

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

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

1 hour worked outside of the officer's normally scheduled hours, or call in pay,  
2 whichever is greater.

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

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

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

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

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

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

- 28 A. The Association recognizes the need for maintaining adequate police protection

1 for the Village and agrees that these overtime compensatory days off shall be  
2 taken only with the approval of the Chief of Police or his designee.

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

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

20 **Section 8.04 – Seniority – Vacant Shifts/Overtime with 24 hours or more notice:** If a  
21 shift becomes available with at least 24 hours' notice to the Employer and the Employer decides  
22 to fill such vacancy by offering the vacancy as overtime hours, the Employer shall offer the  
23 overtime by seniority to all employees. If no one agrees to work the overtime, the Employer shall  
24 fill the vacancy by reverse seniority to hold over and/or call-in officers that are on duty the day(s)  
25 of the vacancy (e.g. if a unfilled vacancy needed to be filled for an early team shift, the employer  
26 should hold over the least senior day team officer and order in the least senior late team officer  
27 who is already scheduled to work that day).

28 A. The Employer only need give notice of the available overtime via an email

1 message, and the employees have 2 hours to respond.

- 2 1. The overtime will be awarded to the most senior officer who has responded
- 3 within the 2-hour time period
- 4 2. An officer on vacation or holiday may respond to work the overtime but will
- 5 be paid time and one half (1-1/2) not (2x) double time.

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

7 the vacancy has a duration of four hours or less and is contiguous to the shift of an officer(s)

8 currently on-duty or contiguous to the shift of an officer who will be coming on duty, the hours

9 will be offered to the currently on-duty officer(s) by seniority (e.g. Vacancy of 2:00 pm – 6:00 pm

10 offered to on-duty day team officers) or the oncoming officer(s) by seniority (e.g. Vacancy of 6:00

11 pm – 10:00 pm offered to oncoming late team officers).

12 A. For any other vacancy, a supervisor or their designee will give notice of the available

13 overtime via a department wide text message, and the employees will have 10

14 minutes to respond. The overtime will be awarded to the most senior officer who has

15 responded within the 10-minute time period. An officer on vacation or holiday may

16 respond to work the overtime but will be paid time and one half (1 ½) not (2x) double

17 time.

18 B. It is understood that consideration must be given to the time of day and the needs of

19 the department. The supervisor (or their designee) may choose to order an officer in

20 early based on reverse seniority. This provision will not be in effect when an

21 emergency situation exists or when the situation dictates that an officer with

22 specialized training is needed (e.g. evidence technician, photographer).

23 C. For purposes of this section, “emergency” is defined as that situation which presents

24 a threat to life, limb or serious damage to public and private property. This section

25 shall not be abused to the extent that shift privileges accorded seniority employees in

26 a given classification would be lost.

27

28 **ARTICLE IX - EDUCATIONAL INCENTIVE PAY**



- 1                   1 Whistle and Lanyard                   1 Pair of Duty Boots
- 2                   1 Earpiece for Radio (if desired)

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

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

- 13                   All Handgun Ammunition                   2 HPD Collar Pins
- 14                   1 Personal Protection Equipment Kit (including TB mask)
- 15                   2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)
- 16                   1 Hand Gun                                   1 Hat Badge
- 17                   1 Gunbelt                                    1 Wallet/ID Badge
- 18                   1 Pair of Handcuffs                       2 ID/Photocard
- 19                   1 Handcuff Case                           2 Magazines and Pouches
- 20                   2 Outer Badges                            1 Firearms Hearing Protection
- 21                   1 Holster                                    1 Riot Helmet
- 22                   1 Pair Shooter's Glasses                   1 Weapon Light
- 23                   1 HPD Tie Clasp

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

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

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

12 Officers who have completed their probationary period shall be allowed to use the  
13 Uniform and Equipment Allowance to purchase an off-duty firearm once every ten (10) years.  
14 The purchase of an off-duty firearm must be pre-approved by the Chief of Police. The off-duty  
15 firearm is property of the officer for their use in an off-duty capacity. The replacement of uniform  
16 or equipment items, including footwear, because of wear and/or condition, except for firearms,  
17 handcuffs, or defensive weapons, can be made by the choice of a member or by the Chief of  
18 Police. All draws over \$500 against this clothing allowance account shall be preceded by a  
19 purchase order made out to the designated Police Department supplier. Payment to the supplier  
20 shall be made by the Village Clerk only after receipt of a Voucher having a copy of the supplier's  
21 bill attached. If the non-list vendor will not accept a Village Purchase Order and recognize the  
22 Village's sale tax exempt status, the sales tax will be deducted from the officer's clothing  
23 allowance account. All shipping and handling charges will also be deducted from the officer's  
24 clothing allowance account. Anytime the Chief of Police shall designate a uniform change, such  
25 as color or type of uniform or patches, the Village shall pay each officer the amount necessary to  
26 replace the officer's present uniform items which are in a serviceable condition, if the Chief of  
27 Police orders a change to the new uniform article. This section does not apply to an order from  
28 the Chief of Police to an officer to replace a uniform or equipment item because of its worn,

1 unserviceable condition. The uniform and equipment allowance shall primarily be for uniform or  
2 work purposes and cannot be used to purchase an item of general clothing which would not be  
3 commonly found at a police supply store.

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

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

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

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

21  
22 **ARTICLE XI - HOSPITALIZATION, DENTAL & SURGICAL CARE INSURANCE**

23 **Section 11.01 - Hospitalization, Dental and Surgical Care Insurance:** The Employer shall  
24 provide hospitalization and surgical care insurance through the State of Wisconsin Health. The  
25 Village shall offer the Wisconsin Public Employers' Group Health Insurance Deductible HMO  
26 Option - Deductible Standard Plan. The Village may from time to time, change the insurance  
27 carrier or self-fund health care benefits if it elects to do so provided the coverage afforded  
28 officers is equivalent or comparable. The Village shall notify the Association in writing at least

1 thirty (30) days prior to any change in carrier. If the Village elects to change insurance carrier,  
2 the officer contribution for health insurance will be frozen at the amount the officer would have  
3 paid if the Village had remained in the State of Wisconsin Health Plan. Officer contributions will  
4 remain frozen for the remaining term of this Agreement.

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

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

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

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

21  
22 **ARTICLE XII - LONG TERM DISABILITY INSURANCE**

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

26  
27 **ARTICLE XIII - LIFE INSURANCE**

28 **Section 13.01:** The Village shall provide and maintain term life insurance on the lives of

1 all officers of the Police Department in an amount equal to the officers' gross amount of earnings,  
2 which if not in even thousands, is increased to the next higher thousand.

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

5  
6 **ARTICLE XIV - VACATION**

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

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

- 11 1. Officers taking vacation days in blocks of four (4) or more working days will  
12 be granted such vacation so long as not more than a total of two (2) officers  
13 from the requesting officer's shift are known to be absent at any one time  
14 at the time the vacation days are requested, unless otherwise authorized  
15 by the Chief of Police or the Chief's designee.
- 16 2. The officer must designate the choice of vacation periods in writing to the  
17 Chief or the Chief's designee not later than April 1st of each year. Any  
18 officer failing to do so shall forfeit any seniority rights of vacation choices.
- 19 3. All officers shall have the option of taking vacation days in increments of  
20 not less than four (4) hours with the approval of the Chief of Police or the  
21 Chief's designee. These requests shall be given to the Chief of Police or the  
22 Chief's designee at least forty-eight (48) hours in advance of the vacation  
23 time being requested. The Chief of Police or designee may waive the forty-  
24 eight (48) hour requirement.
- 25 4. In the case of a conflict of two (2) or more officers requesting the same  
26 time period for vacation, the officer with the greatest length of service  
27 shall have preference. In the case of two (2) officers having the same length  
28 of service requesting the same vacation period, a flip of the coin will

1 resolve the conflict initially, and in succeeding years, the matter, if  
2 recurring, shall be resolved on a rotating basis, i.e., the officer losing the  
3 first conflict shall be granted the first choice the next year.

4 5. Payment may not be taken in lieu of vacations. Payout of unused vacation  
5 time will not be made except at separation.

6 6. Officers of the Police Department hired prior to 1-1-16, the following  
7 accrual schedule shall apply:

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

8  
9 7. For Officers of the Police Department hired after 1-1-16, the following  
10 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

11  
12 8. Officers who take vacation in the first half of the shift would commence  
13 their vacation at 6:00 a.m., 2:00 p.m. or 10:00 p.m., whichever is  
14 appropriate for the shift they are working. If the employees take their  
15 vacation on the second half of the shift, the vacation would commence at  
16 10:10 a.m., 6:10 p.m. or 2:10 a.m., whichever is appropriate for the shift  
17 they are working. Any reference to a day's pay throughout the collective

1 bargaining agreement will reflect eight (8) hours and twenty (20) minutes.

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

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

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

13  
14 **ARTICLE XV - PENSION CONTRIBUTION**

15 **Section 15.01:** In addition to the Village's share of contributions to the Wisconsin State  
16 Retirement Plan, the Village shall also pay all of the officer's share, for each officer of the Police  
17 Department. The Village shall not be required to make any contributions toward the pension  
18 benefit of any new officer during any waiting period imposed by the Wisconsin State Retirement  
19 Plan. Effective January 1, 2012, members of the bargaining unit shall contribute the required  
20 Employee contribution. The Village shall continue to pay the Employer contribution.

21  
22 **ARTICLE XVI - FALSE ARREST INSURANCE**

23 **Section 16.01:** The Village shall provide an adequate policy which covers each officer of  
24 the Police Department in the event an officer is sued for actions taken in the course of his duties.  
25 A copy of this policy shall be made available for review by Police Department officers. The policy  
26 may be reviewed during normal business hours at the Police Department and/or general offices  
27 of the Village of Hartland.

1 **ARTICLE XVII - RESIDENCY, TRAINING, PROBATION**

2 **Section 17.01 - Residency:** There shall be no geographical boundaries for residency for  
3 officers covered under this Agreement. It is required that officers will live within a reasonable  
4 distance of the Village and be able to respond in a sufficient period of time if called in for extra  
5 duty. Officers who are required to report to the Village because of a call-in for extra duty may be  
6 subject to discipline if they do not report within a reasonable time, as determined by the Chief  
7 of Police or the Chief's designee, with all due consideration given to distance, the time of day,  
8 and other extenuating existing conditions.

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

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

14 **Section 17.03 - Probation:** Newly hired officers of the Police Department shall serve a  
15 probationary period which period shall begin on the date of hire and end in accordance with this  
16 Section after expiration of one (1) year from the beginning of said Officer's field training. At the  
17 end of the probationary period, or at any time during the probationary period, the Chief of Police  
18 shall do one of the following:

- 19 A. Release the probationary officer from that status and continue the officer's  
20 employment as an officer of the Police Department.
- 21 B. Continue the probationary period for a time not to exceed six (6) months. The  
22 officer will not receive a step pay increase until they have successfully completed  
23 their probationary period.
- 24 C. Terminate the probationer's employment for any reason without recourse to the  
25 grievance procedure.
- 26

27 **ARTICLE XVIII - LEAVE AND ABSENCES**

28 **Section 18.01 - Sick Leave:**

- 1 A. Each officer of the Police Department, from the time of hiring, shall be granted  
2 twelve (12) days of sick leave per year of employment, which sick leave shall  
3 accrue at a rate of one (1) day per month with the first payroll of the month.
- 4 B. Unused sick leave may be accumulated to a maximum of one hundred seventy-  
5 two (172) days. An amount equal to fifty percent (50%) of a retiree's accumulated  
6 sick leave time not to exceed 600 hours paid at the rate of pay in effect at the time  
7 of retirement may be used to provide a fund which shall be used to pay the health  
8 insurance premiums for the retiree until the fund is exhausted.
- 9 C. Sick leave benefits shall begin on the first day of absence and continue until the  
10 officer returns to work or has used all accumulated sick leave. Officers who are  
11 sick and unable to report to work shall notify the officer in charge, whenever  
12 possible, at least sixty (60) minutes before the start of the regular shift or  
13 assignment, or earlier. Officers who repeatedly fail to give the sixty (60) minute  
14 notice shall be subject to discipline.
- 15 D. Officers shall maintain regular communication with Police Department  
16 supervisors throughout the duration of their illness including daily communication  
17 if the anticipated return to work has not been previously established.
- 18 E. Officers who abuse sick leave benefits by fraud, deceit or falsified statement are  
19 subject to discipline.

20 **Section 18.02 - Bereavement Leave**

- 21 A. In the event of death in the immediate family, an employee shall be allowed up to  
22 a maximum of three (3) working days of paid Funeral Leave when approved by the  
23 Chief of Police or his/her designee. Immediate family is defined as an employee's  
24 spouse, children, grandchildren, stepchildren, parents, stepparents,  
25 grandparents, brothers, sisters, and spouse's parents.
- 26 B. Bereavement leave for brothers- or sisters-in-law, sons- or daughters-in-law shall  
27 be one (1) day. Additional leave may be granted if deemed acceptable by the Chief  
28 or his/her designee. These additional leave days will be deducted from the

1 employee's accrued sick leave, compensatory leave, vacation leave, holiday bank  
2 or shall be taken as leave without pay.

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

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

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

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

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

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

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

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

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

- 1 A. An officer who is a member of the Association may have leave when on duty,  
2 without loss of pay to attend contract negotiations and grievance hearings  
3 provided, however, that one officer must be on duty and on patrol at all times.
- 4 B. Prior notice shall be given to the Chief of Police of such meetings and the Chief's  
5 consideration for granting permission for this leave shall be that the safety of the  
6 Village is not endangered and the officer shall be ready for immediate recall to  
7 duty.

8 **Section 18.05 - Military Leave:**

- 9 A. If an officer of the Police Department is called to active duty with the Armed Forces  
10 of the United States, the officer shall be granted a leave of absence from the Police  
11 Department for the period of time the officer is required to serve in the Armed  
12 Forces.
- 13 B. Upon returning from active duty with the Armed Forces, providing that the officer  
14 reports for duty with the Police Department within seven (7) days after being  
15 honorably discharged from the Armed Forces, the officer shall be re-instated to  
16 the same position the officer held prior to military leave, and with such seniority  
17 as if the officer's service had been continuous, and the officer shall receive  
18 whatever wages and benefits as are then in force for other officers of the Police  
19 Department.
- 20 C. If an officer of the Police Department is a member of any Reserve unit of the  
21 Armed Forces of the United States, or of the National Guard, and is required to  
22 attend training periods other than regular meetings, and which are of more than  
23 several hours of duration, the officer shall be granted a leave with pay for that  
24 period of time.
- 25 1. Leave described in this section shall not be considered as a vacation period.  
26 2. The wages of the officer shall be reduced by any payment that the officer  
27 receives from the Federal or State Government for this period of training.
- 28 D. The officer is required to notify the Chief of Police of the officer's induction into

1 the Armed Forces or of the calling to duty of the officer's Reserve or National  
2 Guard unit as soon as the officer is so notified. As soon as is practical, dependent  
3 on the immediacy of the induction/call-up, written notice shall be given to the  
4 Chief of Police, and shall be inserted in the officer's personnel file.

5 **Section 18.06 - Holidays:**

6 A. Officers of the Police Department will receive twelve (12) days off per year in lieu  
7 of holidays.

8 1. The Association recognizes the need for maintaining adequate Police  
9 protection for the Village and the Association agrees that these holidays  
10 shall be taken only with the permission of the Chief of Police or the Chief's  
11 designee.

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

15 3. The Officer must designate the holiday requested in writing to the Chief or  
16 the Chief's designee not later than April 1<sup>st</sup> of each year to exercise  
17 seniority rights. Any officer failing to do so shall forfeit any seniority rights  
18 of holiday choices and subsequent requests for holidays off shall then be  
19 approved on a first come first serve basis.

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

23  
24 **ARTICLE XIX - TERMINATION OF EMPLOYMENT COMPENSATION**

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

27 1. Holiday pay of holiday off days earned but not taken.

28 2. Vacation pay figured on a prorated basis at the date of termination.

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

5  
6            **ARTICLE XX - RULES OF CONDUCT AND MAINTENANCE OF EQUIPMENT**

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

10           A.        The Village agrees that the Chief of Police, exclusive of emergency circumstances  
11                            or when it is impractical to do so, will ensure that all members of the Police  
12                            Department understand changes in the rules of conduct of the Hartland Police  
13                            Department before they are implemented. The Association and the Village agree  
14                            to cooperate and work together to identify and implement changes in areas where  
15                            improvement in the delivery of law enforcement services can be achieved.  
16                            The Association agrees that the authority to promulgate rules of conduct for the  
17                            Police Department rests solely in the office of the Chief of Police. The Village and  
18                            the Association agree to resolve disagreements regarding rules of conduct  
19                            changes made in a non-emergency circumstance and which are alleged to be  
20                            unreasonable or non-job related through the grievance procedure.

21           B.        The Village agrees that it will not intentionally require employees covered by this  
22                            agreement to use equipment which will adversely affect their health or safety.  
23                            The Association agrees that it will not make unreasonable demands for equipment  
24                            and\or facility purchases and recognizes that the approval and acquisition of all  
25                            equipment and facilities for the Police Department rests solely within the  
26                            Management Rights of the Village, (Article III).

27                            The Village and the Association agree to resolve disagreements regarding  
28                            equipment which is alleged to be unsafe or which is alleged to be dangerous to

1 the health of employees covered by this agreement through the grievance  
2 procedure.

3  
4 **ARTICLE XXI - GRIEVANCE PROCEDURE**

5 **Section 21.01:** Disciplinary actions shall not be subject to the grievance/arbitration  
6 procedures. Such actions may be appealed to the Police and Fire Commission under Section  
7 61.65(3g) Wis. Stats.

8 **Section 21.02 - Grievance Steps:**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 B. Time limits set forth in the Grievance Procedure may be extended by mutual  
2 agreement, of the respective persons and/or parties involved, and such variance  
3 as may be requested by either side shall not be unreasonably denied. All time limit  
4 extension requests shall be in written form, and shall state the reason for the  
5 extension. All reference to days in this article shall be Monday through Friday,  
6 excluding Saturdays, Sundays and holidays.
- 7 C. An Association representative may accompany the grievant at any step in the  
8 grievance procedure.  
9

10 **ARTICLE XXII - SENIORITY**

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

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

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

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

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

28 **Section 22.05:** After completion of the probationary period, an officer's seniority shall

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

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

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

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

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

19 4. The Officer’s rate of pay will be based on the number of consecutive years of full-  
20 time certified law enforcement employment in accordance with the provisions of the  
21 collective bargaining agreement.

22 5. The Officer’s seniority date will be based on his/her hire date with the Hartland  
23 Police Department.

24

25 **ARTICLE XXIII – PHYSICAL FITNESS TESTING**

26 **Section 23.01:** In recognition of the importance that physical fitness plays in the general  
27 health and well-being of police officers and in consideration of the relationship between good  
28 health, well-being and effective police services, the following physical fitness program is

1 implemented effective in calendar year 2009.

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

3 B. Frequency: The test will be given once (1x) a year on or about September 1st.

4 Personnel will be notified at least six (6) weeks in advance of the actual test dates.

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

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

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

12 1. Cardiovascular Endurance (1.5 mile run)

13 a. Test will be conducted on a circular track, or other suitable area

14 b. Each participant will be timed for distance of 1.5 miles

15 c. 15.54 or less will count as a passing grade for 1.5 miles

16

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

18 a. Hands shoulder width apart

19 b. Straight back

20 c. Arm angle at elbow must go below parallel

21 d. Rest is only in the starting (up) position with back straight

22 e. There is no time limit. This is a maximum exertion test

23 f. 25 push-ups or more will count as a passing grade

24

25 3. Abdominal Strength

26 a. Feet restrained

27 b. Knees bent at 90 degrees

28 c. Hands overlapped behind the head

29 d. Elbows break the plane of and touch the knees each time

30 e. Shoulder blades touch floor each time (the head does not need to touch)

31 f. Rest is only in the up position (elbows touching the knees)

32 g. One minute time limit to complete the test

33 h. 30 sit-ups or more within limit will count as a passing grade

34

35 4. Anaerobic Power (Vertical Jump)

36 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 \$500.00. Employees who do not pass all events, shall receive \$50.00 for each test completed with a passing grade. This will be paid to the officer on the next paycheck following the Physical Fitness Testing. Employees with a previous balance in their Physical Fitness account shall deplete their balance by 01/01/2024. This reimbursement should be used towards physical fitness related expenses; however, proof of how the funds were spent will not be required.

For fund balances accrued prior to 01/01/2022, the 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

1 that any preparation for the actual test will not be considered on duty time and, as such, will not  
2 qualify an employee for workers compensation if they sustain an injury during their regular off  
3 duty workouts.

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

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

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

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

17  
18 **ARTICLE XXV - NO STRIKE CLAUSE**

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

25 **Section 25.02:** Upon notification by the Village to the Association that certain of its  
26 members are engaged in a violation of this provision, the Association shall immediately in writing  
27 order such members to return to work, provide the Village with a copy of such an order, and a  
28 responsible official of the Association shall publicly order them to return to work. In the event

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

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

8 **Section 25.03:** Work actions and/or stoppages commonly referred to as "Blue Flu" but  
9 not restricted to that term, shall be considered as a strike and shall be cause for the Village to act  
10 immediately to provide for adequate police protection under its Management Rights powers.  
11

#### 12 **ARTICLE XXVI - SAVINGS CLAUSE**

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

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

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

#### 27 **ARTICLE XXVII - ENTIRE MEMORANDUM**

28 **Section 27.01:** The Village and the Association for the life of the Agreement, each

1 voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be  
2 obligated to bargain collectively with respect to any subject or matter specifically referred to or  
3 covered in this Agreement.

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  
9 **ARTICLE XXIX - TERM OF AGREEMENT**

10 **Section 29.01:** This Agreement shall become effective on January 1, 2022, and shall  
11 remain in full force and effect until and including December 31, 2026. Either party wishing to  
12 reopen the contract shall notify the other party by no later than September 1st of the year in  
13 which the contract expires. Thereafter the parties shall mutually agree to a date to exchange  
14 proposals.

Dated this \_\_\_\_ of \_\_\_\_\_, 2023.

**VILLAGE OF HARTLAND**

**HARTLAND PROFESSIONAL POLICE  
ASSOCIATION**

---

Village President

---

President

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Village Clerk

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Vice President

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Village Administrator

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LAW, Inc. Representative

**VILLAGE OF HARTLAND AND HARTLAND PROFESSIONAL POLICE ASSOCIATION**  
**WAGE ADJUSTMENTS**  
**FY 2023, FY 2024, FY 2025, and FY 2026**

During the course of negotiations over the 2022-26 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 2023
  - 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 2023, 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 adjustments for fiscal year 2020.
  - C. The presentation shall be made on or before October 1, 2022, 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 adjustments for 2023 by October 30, 2022, 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 2023 following a reasonable period of mediation, but not later than November 30, 2023, 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 2023, 2024, 2025 and 2026. If the parties shall agree to arbitrate 2023 only,

2. For 2023,2024, 2025, and 2026
  - A. Wage adjustments, if any, for future fiscal years will be determined using the same process as referenced above.
3. This agreement details a process for determining wage adjustments for 2023, 2024, 2025 and 2026 only. This agreement shall expire on December 31, 2026, 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 \_\_\_\_\_, 2023

**VILLAGE OF HARTLAND**

**HARTLAND PROFESSIONAL POLICE  
ASSOCIATION**

---

Village President

---

President

---

Village Clerk

---

Vice President

---

Village Administrator

---

LAW, Inc. Representative

***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, 2022 - December 31, 2026

Original: October 1, 2021

Reopener: September 1, 2026

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November 14, 2023

Mr. Ryan Bailey  
Village of Hartland  
210 Cottonwood Avenue  
Hartland, Wisconsin 53029

Dear Mr. Bailey:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Hartland (Client, you, your).

### **Service and Related Report**

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 5 of the Village of Hartland as of December 11, 2023 and from the date the TID was created through December 11, 2023, and the related notes to the financial statements. This audit represents the dissolution audit of TID No. 5. If, for any reasons caused by or relating to the affairs or management of the Village of Hartland, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Detailed Schedule of Sources, Uses and Status of Funds
- > Detailed Schedule of Capital Expenditures

Our report does not include reporting on key audit matters.

Mr. Ryan Bailey  
Village of Hartland

November 14, 2023  
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### **Our Responsibilities and Limitations**

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Village of Hartland and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Mr. Ryan Bailey  
Village of Hartland

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### **Management's Responsibilities**

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and
- > To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
  - Additional information that we may request from management for the purpose of the audit; and
  - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Hartland complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Mr. Ryan Bailey  
Village of Hartland

November 14, 2023  
Page 4

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the Village of Hartland; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

### **Nonattest Services**

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation, as necessary
- > Propose adjusting journal entries, as necessary

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

### **Other Documents**

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

Mr. Ryan Bailey  
Village of Hartland

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If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Village of Hartland must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Village of Hartland's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Village of Hartland hereby authorizes us to do so.

### **Timing and Fees**

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Hartland's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Hartland is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the Village of Hartland's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Mr. Ryan Bailey  
Village of Hartland

November 14, 2023  
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We estimate that our fees will range from \$3,000 to \$4,000 if the Village prepares the audited financial statements or \$5,000 to \$6,000 if Baker Tilly US, LLP prepares the audited financial statements. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Village of Hartland agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

Mr. Ryan Bailey  
Village of Hartland

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To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Hartland, unless otherwise prohibited. In the event we are requested by the Village of Hartland or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Hartland, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Mr. Ryan Bailey  
Village of Hartland

November 14, 2023  
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We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the Village of Hartland if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Village of Hartland, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Village of Hartland with any other services you may find necessary or desirable.

### **Resolution of Disagreements**

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Mr. Ryan Bailey  
Village of Hartland

November 14, 2023  
Page 9

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

### **Limitation on Damages and Indemnification**

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

### **Other Matters**

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Mr. Ryan Bailey  
Village of Hartland

November 14, 2023  
Page 10

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Village of Hartland by Baker Tilly ("Online Offering") constitute the entire agreement between the Village of Hartland and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Village of Hartland's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Hartland's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

Mr. Ryan Bailey  
Village of Hartland

November 14, 2023  
Page 11

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at [Wendi.Unger@bakertilly.com](mailto:Wendi.Unger@bakertilly.com).

Sincerely,

BAKER TILLY US, LLP

Handwritten signature in black ink that reads "Baker Tilly US, LLP". The signature is written in a cursive, flowing style.

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

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Official's Name

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Official's Signature

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Title

---

Date



## LAKE COUNTRY MUNICIPAL COURT

630 E. Wisconsin Avenue, Suite 100

Oconomowoc, WI 53066

(262) 569-0920

Website: [www.lcmunict.com](http://www.lcmunict.com)

Theresa Berlin, Clerk of Court  
[clerk@lcmunict.org](mailto:clerk@lcmunict.org)

Tracy Dricken, Deputy Clerk  
[deputyclerk@lcmunict.com](mailto:deputyclerk@lcmunict.com)

Honorable Timothy T. Kay

TO: City, Village and Town Clerks

RE: Lake Country Municipal Court  
Court 2024 Budget Approval

Dear Clerks:

I enclose herewith a proposed Municipal Court budget for 2024. Note the projected surplus for 2023 is \$20,848.00. This is only a "Year End Estimate." If you have any questions, feel free to contact me.

Also enclosed is a resolution approving the budget. It would be appreciated if you would take this resolution to your governing body and have it approved, returning a signed copy to the Municipal Court. Thank you for your cooperation.

Sincerely,

Donald G. Wiemer, Chairman  
Administrative Committee  
LAKE COUNTRY MUNICIPAL COURT

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

**Proudly serving the communities of:**

City of Oconomowoc, Town of Delafield, Town of Erin, Town of Ixonia, Town of Lisbon, Town of Merton, Town of Oconomowoc,  
Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman, Village of Hartland, Village of Johnson Creek, Village  
of Lac LaBelle, Village of Merton, Village of Nashotah, Village of Oconomowoc Lake, Village of Sullivan, Village of Summit,  
Village of Sussex

RESOLUTION No. \_\_\_\_\_

RESOLUTION APPROVING MUNICIPAL COURT BUDGET

WHEREAS, the Intermunicipal Agreement for the operation of the Lake Country Municipal Court requires formation of an annual budget no later than the 15<sup>th</sup> day of November and approval of said budget by governing bodies of member municipalities; and

WHEREAS, the Court Administrative Committee, Court personnel and the Municipal Court Judge have formulated a budget for 2024 which has estimated revenues of \$437,767 and anticipated expenditures of \$437,767.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the attached Municipal Court budget for 2024 be approved.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 202\_.

MUNICIPALITY

By: \_\_\_\_\_

Mayor/Chairman/President

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Clerk Signature

City of/Town of/Village of

ADOPTED: \_\_\_\_\_

POSTED: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

# 2024 Lake Country Municipal Court Budget

2024 Budget 11-8-2023 Final

9 Months = 75.00%

Acct #: Account Description:	2022 Actual	2023 YTD Nine Months	2023 Budget	2023 Year End Estimate	2024 Budget	2024 Budget VS 2023 Budget
<b>Revenues:</b>						
4000 Court Fees	433,361	306,438	392,123	392,123	434,367	110.77%
4900 Interest Income	1,347	494	500	600	500	100.00%
4300 Court Assessment		0	600	0	600	100.00%
Transfer from Designated Fund			0		0	
4800 Miscellaneous	440	304	700	350	700	100.00%
Municipal Subsidies		0	1,600	0	1,600	100.00%
<b>Total Revenues</b>	<b>435,148</b>	<b>307,236</b>	<b>395,523</b>	<b>393,073</b>	<b>437,767</b>	<b>110.68%</b>

<b>Total Assets</b>	<b>1,300,461</b>	<b>642,405</b>	<b>0</b>	<b>0</b>	<b>0</b>	
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<b>Total Liabilities</b>	<b>693,960</b>	<b>170,448</b>	<b>0</b>	<b>0</b>	<b>0</b>	
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<b>Deferred outflows of Resources</b>	<b>154,413</b>	<b>0</b>				
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<b>Deferred Inflow of Resources (Stark)</b>	<b>195,663</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
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<b>Total Fund Balance</b>	<b>565,251</b>	<b>471,957</b>	<b>0</b>	<b>0</b>	<b>0</b>	
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**Expenditures:**

Wages & Benefits	222,847	176,608	278,436	259,196	309,176	111.04%
Purchased Services	44,375	41,245	47,406	47,406	51,840	109.35%
Operating Supplies & Expenses	20,015	7,800	13,300	11,800	18,050	135.71%
Fixed Charges	53,568	42,148	55,181	56,115	55,701	100.94%
Capital Outlay	0	680	1,200	0	3,000	
Restitution	0	0	0	0	0	
Bad Debt	0	0	0	0	0	
<b>Total Expenditures:</b>	<b>340,805</b>	<b>268,480</b>	<b>395,523</b>	<b>374,517</b>	<b>437,767</b>	<b>110.68%</b>

<b>Total Surplus/Deficit</b>	<b>94,343</b>	<b>38,755</b>	<b>0</b>	<b>18,556</b>	<b>0</b>	
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Acct #: Account Description:	2022 Actual	2023 YTD Nine Months	2023 Budget	2023 Year End Estimate	2024 Budget	2024 Budget VS 2023 Budget
5000 Full Time Salaries Clerk of Courts & Deputy Clerk of Courts	62,010	80,769	110,529	110,529	120,477	109.00%
5010 Assistant Clerks	58,282	21,337	41,638	40,000	44,660	107.26%
5015 Part Time Judge	46,667	34,834	47,667	47,667	50,050	105.00%
Bailiff/Deputy Services	13,272	9,784	15,000	15,000	20,000	133.33%
5030 Employer FICA	11,892	10,136	15,287	15,300	16,462	107.68%
5040 Retirement EE-ER	8,680	7,861	10,283	10,300	13,489	131.17%
5050 Health	21,852	11,688	37,432	20,000	43,539	116.32%
5060 Long Term Disability Ins.			0	0	0	
5070 Life Insurance	192	200	600	400	500	83.33%
Unemployment Benefits			0		0	
Substitute Judge	0		0		0	
<b>TOTAL:</b>	<b>222,847</b>	<b>176,608</b>	<b>278,436</b>	<b>259,196</b>	<b>309,176</b>	<b>111.04%</b>

Acct #: Account Description:	2022 Actual	2023 YTD Nine Months	2023 Budget	2023 Year End Estimate	2024 Budget	2024 Budget VS 2023 Budget
<b>PURCHASED SERVICES:</b>						
5400 Professional/Outside Services	325	125	1,500	1,500	1,500	100.00%
5405 Accounting	10,108	8,020	10,000	10,000	11,040	110.40%
5410 Auditor	9,900	10,300	10,300	10,300	11,300	109.71%
5415 Professional Services						
5415 Legal Services	0	0	1,000	0	1,000	100.00%
5420 Computer Consultant Advertising		2,162	3,000	3,000	3,000	100.00%
5425 Court Software Support	18,950	15,306	15,306	15,306	15,800	103.23%
5550 Telephone	3,173	2,213	4,000	3,800	4,000	100.00%
Internet/Web	1,856	1,169	800	1,000	1,200	150.00%
5500 Repair/Maint. Contracts Equip.	63	1,949	1,500	2,500	3,000	200.00%
5540 Substitute Judge	0	0	0	0	0	
<b>Total:</b>	<b>44,375</b>	<b>41,245</b>	<b>47,406</b>	<b>47,406</b>	<b>51,840</b>	<b>109.35%</b>

**OPERATING SUPPLIES & EQUIPMENT**

5250 Office Supplies/Printing	11,711	3,907	6,000	6,000	6,000	100.00%
5300 Postage	6,341	2,021	5,000	5,000	8,700	174.00%
5350 Newspaper Publishing	0	0	50	0	0	0.00%
5200 Memberships	850	800	900	800	900	100.00%
5160 Books & Publications	132		150	0	150	100.00%
Shredding	310	625	500	0	600	120.00%
Printing	0	0	0			
Non Capital Equipment Purchases						
Miscellaneous	0	0	200	0	200	100.00%
5600 Training & Travel	671	448	500	0	1,500	300.00%
<b>Total:</b>	<b>20,015</b>	<b>7,800</b>	<b>13,300</b>	<b>11,800</b>	<b>18,050</b>	<b>135.71%</b>

**FIXED CHARGES**

5100 Insurance and Bonds	0	0	0	0	0	0.00%
5105 Workman's Comp		0	0	0	0	0.00%
5120 Public Officials Ins.	0	0	0	0	0	0.00%
Property Insurance Coverage	0	0	0	0	0	0.00%
5130 G Liability Ins./ Hired & non-owned MV	4,644	6,402	5,200	6,434	7,000	134.62%
5140 Bonds	0	0	0	0	0	0.00%
5150 Bank Charges	236	168	300	0	300	100.00%
5125 Facility Expenses (utilities, plowing)	14,188	9,703	15,181	15,181	13,901	91.57%
5475 Equipment Lease	0	0	0	0	0	0.00%
5450 Rent	34,500	25,875	34,500	34,500	34,500	100.00%
<b>Total:</b>	<b>53,568</b>	<b>42,148</b>	<b>55,181</b>	<b>56,115</b>	<b>55,701</b>	<b>100.94%</b>

**CAPITAL OUTLAY**

8000 Capital Equipment		680	1,200	0	0	0
<b>Total:</b>	<b>0</b>	<b>680</b>	<b>1,200</b>	<b>0</b>	<b>3,000</b>	<b>0</b>

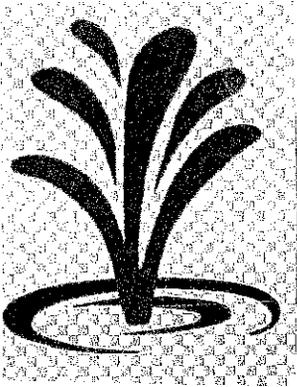
2023 Salary:	2022 Salary	2023 Salary		2023 Salary	2023 FICA	Retirement Employee 6.8	Retirement Employer 6.8
		Per Hour					
Terri	63,014.00	31.51	Full Time	65,535	5,013	4,260	4,260
Tracy	25,958.00	21.63	40 Hrs.WK	44,995	3,442	2,925	2,925
Kathy	22,013.00	18.35	22 Hrs/Wk	20,987	1,606	0	0
Elaine	<u>19,858.00</u>	<u>16.55</u>	<u>24 Hrs/Wk</u>	<u>20,650</u>	<u>1,580</u>	<u>0</u>	<u>0</u>
Judge	44,454	46,667		<u>47,667</u>	<u>3,647</u>	<u>3,098</u>	<u>3,098</u>
				<u>199,833</u>	<u>15,287</u>	<u>10,283</u>	<u>10,283</u>

2023 Health Insurance:		2023	Employee Contribution 12%	Employer Contribution
Terri Health	single	9,603.36	1,152.40 12%	8,450.96
Terri Dental	single	439.80	52.78 12%	387.02
Judge Health	single	9,603.36	4,801.68 50%	4,801.68
Judge Dental	single	439.80	219.90 50%	219.90
Tracy Health	family	23,613.12	2,833.57 12%	20,779.55
Tracy Dental	family	1,185.24	142.23 12%	1,043.01
Deductable Cost:		1000, 500, 250		<u>1,750.00</u>
Employer Total Cost:				<u>37,432.12</u>

2024 Salary:	2023 Salary	2024 Hourly		2024 Salary	2024 FICA	Retirement Employee 6.9	Retirement Employer 6.9
Terri	65,534.56	34.34	Full Time	71,433	5,465	4,929	4,929
Tracy	44,994.56	23.58	Full Time	49,044	3,752	3,384	3,384
Deborah	20,987.37	20.00	24 Hrs/Wk	24,960	1,909	1,722	1,722
Elaine	<u>20,649.91</u>	<u>18.04</u>	<u>21 Hrs/Wk</u>	<u>19,700</u>	<u>1,507</u>	<u>0</u>	<u>0</u>
Judge	<u>47,667.00</u>			<u>50,050</u>	<u>3,829</u>	<u>3,453</u>	<u>3,453</u>
Total:	<u>199,833.39</u>			<u>215,187</u>	<u>16,462</u>	<u>13,489</u>	<u>13,489</u>

(Starting on 5/24)

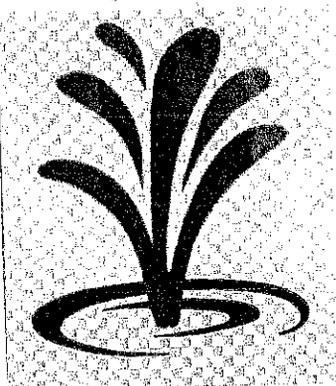
2024 Health Insurance:		2024	Employee Contribution 12%	Employer Contribution
Terri Health	single	11,320.80	1,358.50 12%	9,962.30
Terri Dental	single	440.00	52.80 12%	387.20
Judge Health	single	11,320.80	5,660.40 50%	5,660.40
Judge Dental	single	440.00	220.00 50%	220.00
Tracy Health	family	27,854.64	3,342.56 12%	24,512.08
Tracy Dental	family	1,190.00	142.80 12%	1,047.20
Deductable Cost:		1000, 500, 250		<u>1,750.00</u>
Employer Total Cost:				<u>43,539.19</u>



Village of \_\_\_\_\_

**HARTLAND**

*Wisconsin*



VILLAGE OF \_\_\_\_\_

**HARTLAND**

WISCONSIN

OPTION B



OPTION C





website color scheme

