

VILLAGE BOARD AGENDA
MONDAY, FEBRUARY 26, 2024 ▪ 6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

Pledge of Allegiance – Trustee de Boer

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. Annual update by Judge Kay for Lake Country Municipal Court
2. Consideration of Village Board minutes of February 12, 2024
3. Items related to vouchers
 - a. Consideration of final application for payment to Payne & Dolan, Inc. for final closeout of the 2022 Paving Program until present in the amount of \$26,224.32.
 - b. Consideration of vouchers for payment in the amount of \$ 152,180.78.
4. Items related to Licenses and Permits
 - a. Consideration of “Class A” Beer/Liquor License – SD Hartland Inc., 805 Cardinal Lane
 - i. **Public Hearing** to receive comments on the alcohol retailer’s license application.
 - ii. Consideration of action related to issuance of a “Class A” Beer/Liquor License for SD Hartland Inc.

Items referred from the February 19, 2024 Plan Commission meeting

5. Consideration of an Extraterritorial Certified Survey Map for the Roy property, W298N2808 Shady Lane, Town of Delafield.
6. Review and consideration of public art plan by Arrowhead High School students and Hartland BID.
7. Review and consideration of a request for Conditional Use Permit and Business Occupancy for Performance Pickleball of Wisconsin, 528 E. Industrial Drive.

8. Village Board third reading and consideration 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 consider:
 - a. Proposed site and building plans
 - b. Proposed certified survey map
 - c. Proposed rezoning to B-2 in conjunction with a PUD Agreement for the Project
9. Conceptual review of Gideon Farms on property currently in the Town of Merton.
10. Consideration of a motion to approve revised plans for an addition of an attached garage and storage area on St. Charles Congregation property, 313 Circle Drive.

Other Items for Consideration

11. Consideration of Second Reading, with possible waiving of the third reading, of Bill for an Ordinance No. 02/12/2024 “An Ordinance to Create §78-9 of the Village of Hartland Municipal Code Regulating Wireless Telecommunications Facilities in Public Right-of-Way”.
12. 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.
13. 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: 819 7877 4360 Passcode: 020153
Or participate online: <https://us02web.zoom.us/j/81978774360?pwd=WGVmNGI4bDZlTm5TUZrb0VRWk53UT09>



LAKE COUNTRY MUNICIPAL COURT

630 E. Wisconsin Avenue
Oconomowoc, WI 53066
Tel: 262-569-0920

Clerk Theresa Berlin
clerk@lcmunict.org

Deputy Clerk Tracy Dricken
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

www.lcmunict.com

February 1, 2024

TO: MAYOR, CHAIRS, PRESIDENTS and
LAKE COCOUNTRY MUNICIPAL COURT MUNICIPALITIES

Re: LAKE COUNTRY MUNICIPAL COURT
ANNUAL STATE OF THE COURT 2023

Dear Sir / Madam:

Please accept this letter as the Annual "State of the Court" for our Lake Country Municipal Court 2023 Year in Review. Lake Country Municipal Court consists of twenty-one (21) member municipalities and is the largest Joint Municipal Court in the State.

As always, my Court Clerk and staff will be contacting each municipality to determine whether your municipality would like myself to appear before your respective Board, and provide further information in addition to this annual update. I enjoy the opportunity to appear before your Board. I would appreciate if your Clerk could contact my Chief Clerk, Terri Berlin, at (262) 569-0920, or my office staff, Kit or Shannon, at (262) 784-7110 in order to schedule an appearance.

Please feel free to re-print copies of this Annual State of the Court Report and provide copies to your Trustees, Supervisors or Alderman.

1. CITY OF DELAFIELD JOINS LCMC.

I am proud to announce that the City of Delafield is joining Lake Country Municipal Court. As you are aware, our Administrative Committee unanimously approved the addition of the City to become the Court's twenty-first member! The City began looking into joining Lake Country Municipal Court after long-time Judge, the Honorable C. Michael Hausman, passed away on August 16, 2023. The City has already passed its ordinances to disband their Court and to join Lake Country Municipal Court. Additionally, the City has executed a contract agreement with Lake Country Municipal Court services. On January 9, 2024, our current existing member municipalities voted to accept the City of Delafield into the Court and Administrator Don Wiemer is currently circulating a Sec. 66.03 Agreement for all existing municipalities to execute. The

Honorable Timothy T. Kay proudly serving the following municipalities:

*City of Delafield, 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 La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

addition needs to be approved by Chief Judge Bugenhagen and the Director of State Courts, Hon. Audrey Skwierawski. That process is currently underway. I expect these approvals to be routine. The City of Delafield will be scheduled to appear on the third Friday of the month, beginning May 1, 2024.

2. LCMC BUDGET.

For the year 2022, we collected \$1,905,334.65 in fines. Of those funds \$904,853.34 was returned to the local municipalities. The Court retained \$371,455.57 for its operating expenses, Jefferson County received \$7,779.76, Waukesha County received \$147,857.51, and the State of Wisconsin received \$473,388.34.

The Budget was approved at the Annual Administrative Committee meeting on November 8, 2023. We ended up with an estimated revenue surplus of approximately \$2,356 and under-budget expenses of \$39,450.63, which resulted in an overall surplus of \$41,806.63.

This surplus is the result of a slight increase in our caseload and the collection efforts due to our enrollment in the State Department of Collections (SDC) program.

All of our court costs, including salaries, insurance, rent, etc. are covered by the Court's share of citation collections. See attached pie chart. Essentially the Court retains 27% of each citation collected to cover our expenses of the operations. The other majority of the funds are returned to your municipality. As a result, there will be no surcharge or cost imposed against member municipalities to participate in our Court. Therefore, your taxpayers will not be asked to subsidize our Lake Country Municipal Court.

3. FACILITIES.

This is the third full year in our new facility. Our transition is complete and all of our equipment is in place. There is no expected increase in our budget for replacement of current equipment.

4. BAILIFFS.

We are very proud of our bailiffs and they do an excellent job overseeing the court operations and ensuring the staff's safety and the public's safety. They are City Officer Chief James Schyler, Deputy Corey Farrell, Waukesha County Capt. Michelle Loeffler, and Detective Tim Whacker.

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Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

5. COURT STAFF.

Clerk Theresa Berlin has been our Clerk of Courts for the past year. She is doing an excellent job, along with Tracy Dricken, our full-time Deputy Clerk. We continue to have part-time Clerk Elaine Lynott and our newly hired part-time Clerk Kathleen Milroy. The clerks continue to cover each other's schedules and cross-trained each other's duties in the event of sickness or vacation. They work extremely well together to handle our large caseload of approximately 15,000 cases per year and keep the Court running efficiently.

6. ADMINISTRATIVE.

Former Chief Donald Wiemer continues to provide invaluable guidance as our LCMC Administrator. He oversees the development of the budget and has done an excellent job coordinating the addition of the City of Delafield.

A big thank you to Capt. Lisa Panas, who is our chairperson of our Operation's Committee. We meet monthly in order to pay bills and discuss current topics for court operations. We are joined monthly by Chief James Pfister, Chief Michael Hartert, Chief Torin Misko, and Chief Daniel Neumer.

7. ELECTION.

This is my third term serving the Lake Country Municipal Community, now consisting of twenty-one (21) municipalities. There are over 100,000 people that reside within our Municipal Court region which spans over three counties: Waukesha, Jefferson, and Washington. I am running as municipal judge on April 2, 2024 and look forward to serving a fourth term.

8. IN CONCLUSION.

We have an excellent reputation with law enforcement and with those citizens who appear before the Lake Country Municipal Court, Judge Tim Kay presiding.

I always enjoy drafting this Annual Update State of the Court Report and would like the opportunity to appear before your respective Boards. I would appreciate if you could have your Clerks distribute copies of this report and attachments to other elected officials, including aldermen, supervisors, and trustees, as well as police chiefs and police personnel.

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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 La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex

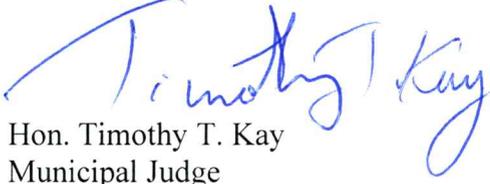
February 1, 2024
Annual Report for Year 2023
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LAKE COUNTRY MUNICIPAL COURT
630 E. Wisconsin Avenue
Oconomowoc, WI 53066

Thank you for your attention to this Letter Report. I look forward to meeting with your various Boards should you have any questions that you may have.

Very truly yours,

LAKE COUNTRY MUNICIPAL COURT



Hon. Timothy T. Kay
Municipal Judge

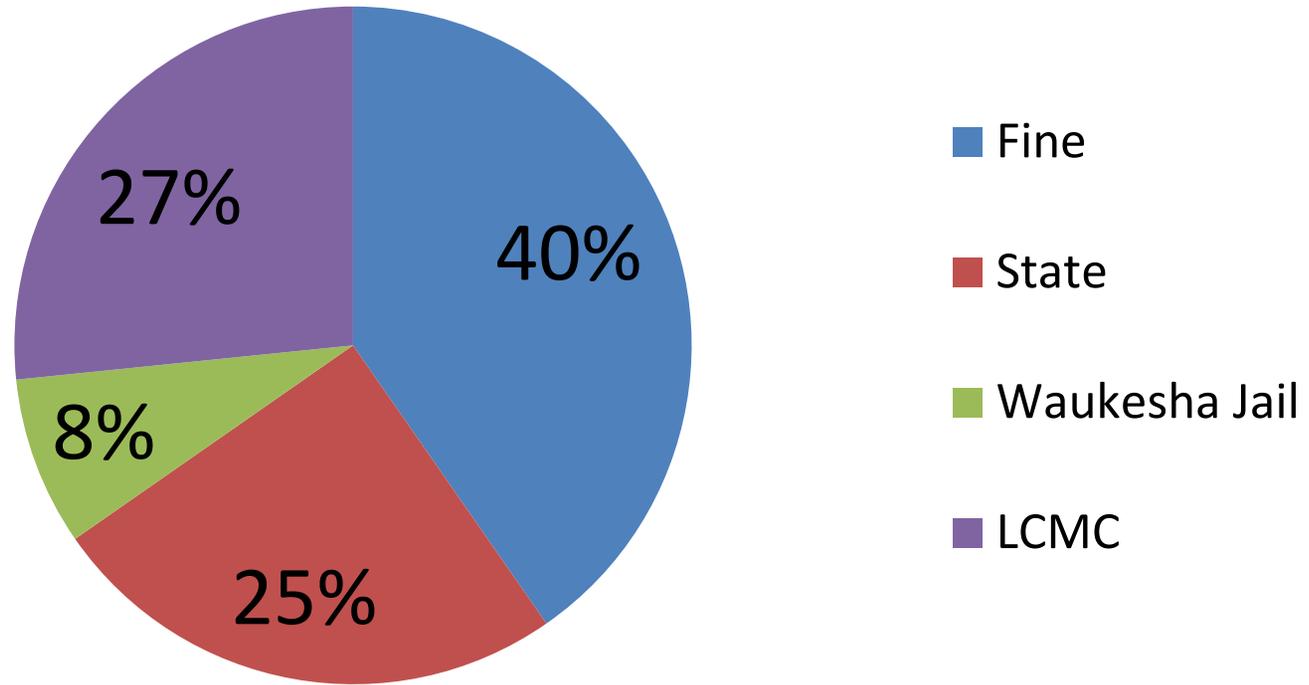
TTK/sls

Enc.

cc: LCMC Administrators
LCMC Chiefs
LCMC Municipal Clerks
LCMC Prosecutors

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Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

LCMC Breakdown of Forfeiture



For example, a \$50 dollar ***fine*** plus costs mandated by statute totals a \$124 ***forfeiture***.

Fine	State	County	LCMC	Total forfeiture
\$50	\$31	\$10	\$33	\$124

All ***fine*** dollars are returned in full to the 18 municipal members; i.e. no costs to the taxpayers.

**VILLAGE OF HARTLAND
VILLAGE BOARD MINUTES
MONDAY, FEBRUARY 12, 2024 • 6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

The Village President called the meeting to order at 6:31 pm

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

Excused: Village Manager Bailey

Others Present: Clerk Policello, Police Chief Misko, Fire Chief Jambretz, DPW Director Felkner, DPW Operations Leadman Jenson, DPW Operations Manager Jungbluth

Pledge of Allegiance – Trustee Hallquist

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.

No public comments.

1. Consideration of Village Board minutes of January 22, 2024.
Motion (Conner/Wallschlager) to approve the Village Board minutes of January 22, 2024. All were in favor, **motion carried**. Abstain – Pfannerstill, Pfeiffer, Hallquist
2. Items related to vouchers
 - a. Consideration of vouchers for payment in the amount of \$ 5,524,510.31.
Motion (Wallschlager/Truttschel) to approve vouchers. All were in favor, **motion carried**.
3. Actions related to Licenses and Permits
 - a. Consideration of Operator’s (Bartender) Licenses
Motion (Hallquist/Pfeiffer) to approve the bartender licenses. All were in favor, **motion carried**.

Items referred from the January 15, 2024 Plan Commission meeting

4. Consideration of a motion to approve renovation plans for Empower Movement, 123 Lawn Street.

Motion (Truttschel/Pfeiffer) to approve renovation plans for Empower Movement at 123 Lawn Street.

Tom Howald, Kristen’s husband appeared. The vent in the lawn that was discussed at the Plan Commission meeting is connected to the roof drain. The lights will be set to turn off by 10 pm. The only change they have made to the plans is the cement board siding may be installed on the horizontal rather than vertical.

VILLAGE BOARD MINUTES
MONDAY, FEBRUARY 12, 2024
6:30 PM
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All were in favor, **motion carried.**

5. Consideration of First Reading of Bill for an Ordinance No. 02/12/2024 “An Ordinance to Create §78-9 of the Village of Hartland Municipal Code Regulating Wireless Telecommunications Facilities in Public Right-of-Way”.

DPW Director Felker said the ordinance was drafted by the Village attorney and staff and was created due to the demand for wireless repeaters for 5G cell service. The State of Wisconsin has given approval for antennas to go on energy poles. If none are available, they can be put on municipal poles, so this ordinance addresses this and requires an application. The FCC regulates the poles.

Line 65 – The poles can only be 10% higher than the highest structure; we don’t want them sticking out like a sore thumb. The structure must be self-supporting with no guy wires.

Line 172 – The cell carrier must submit proof that neighbors within 300’ have been contacted.

Line 288 – The existing right of way permit fee will apply, \$150 for permit, \$2000 cash bond.

Line 348 – Applicant has 90 days to finish the project.

Page 12 – If any resident or cell carrier has concerns, they can appeal to the Village Board.

Page 14, Line 500 - Restoration must be within 15 days or we can bill them.

Lines 505 – 510 we will be removing this provision from the draft. Wisconsin statutes limit the fee at \$20 per cell tower – it will cost more than this for administration to invoice and track and receipt those payments, but can revisit it in the future. Right now Verizon wants to put a pole on Cottonwood & North Shore. We are going to have them move it from their requested location due to sight lines.

Trustee Wallschlager asked if these poles can be put anywhere, such as Four Winds, where there are no above ground wires? Felkner said that they can. This ordinance gives the Village some say in where the poles go.

First reading is complete.

6. Consideration of Second Reading, with possible waiving of the Third Reading, of an Ordinance Amending § 50-232 of the Village of Hartland Municipal Code Pertaining to Impact Fees and schedule of public hearing
 - a. **Public hearing** to hear comments on the proposed revisions to § 50-232 of the Village of Hartland Municipal Code.

President Pfannerstill opened the public hearing at 6:45 pm.

Presentation of the impact fee study by Ed Maxwell of Ruckert & Mielke. Impact fees enact the principle that growth pays for growth. Charges to new developments to pay for infrastructure that serve those developments. We have had fees since 1998, which have covered a lot of costs. The Police Department and Fire Department fees will remain at the current rate and be revisited after the space needs study is complete. Maxwell recommends tying our impact fees to the consumer price index for annual increases.

No one from the public wished to speak. The public hearing closed at 6:53 pm

The second reading was completed.

Motion (Pfeiffer/Conner) to suspend the rules. All were in favor. **Motion carried.**

Motion (Pfeiffer/Hallquist) to waive the third reading and approve the ordinance amending sec. 50-232 of the Village of Hartland Municipal Code Pertaining to Impact Fees. All were in favor, **motion carried.**

- b. Consideration of Resolution No. 2/12/2024 “Resolution Amending Appendix A of the Code of Ordinances for the Village of Hartland Concerning the Schedule of Impact Fees”

Motion (Pfeiffer/Hallquist) to approve Resolution No 2/12/2024 “Resolution Amending Appendix A of the Code of Ordinances for the Village of Hartland Concerning the Schedule of Impact Fees”. All were in favor, **motion carried.**

7. Consideration of Second Reading, with possible waiving of the Third Reading, of Bill for an Ordinance No. 01/22/2024 “An Ordinance to Amend Chapter 30 of the Village of Hartland Municipal Code Pertaining to Municipal Court”.

Second reading complete.

Motion (Conner/Hallquist) to approve the second reading and waive the third reading for Ordinance No. 01/22/2024 “An Ordinance to Amend Chapter 30 of the Village of Hartland Municipal Code Pertaining to Municipal Court.” All were in favor, **motion carried.**

- a. Consideration of a motion to approve Successor Agreement for the Operation of the Lake Country Municipal Court a/k/a Municipal Court for Western Waukesha County.

Motion (Pfeiffer/Wallschlager) to approve the Successor Agreement for the Operation of the Lake Country Municipal Court a/k/a Municipal Court for Western Waukesha County. All were in favor, **motion carried.**

8. Consideration of Second Reading, with possible waiving of the Third Reading, of Bill for an Ordinance No. 01/22/2024-01 “An Ordinance Amending Section 6-37 of the Village of Hartland Municipal Code Pertaining to Operators License”.

Second reading is complete.

Motion (Truttschel/Wallschlager) approve second reading and waive third reading for Ordinance No. 01/22/2024-01 “An Ordinance Amending Section 6-37 of the Village of Hartland Municipal Code Pertaining to Operators License”. All were in favor, **motion carried.**

9. Hometown Celebration update by Recreation Director Rennekamp.

Recreation Director Rennekamp informed the Board they will be switching from Beechwood to Beer Capitol as the distributor for the event. They will be serving cans rather than from a tap in cups. Kegs were more cost effective in the past, now cans are the same cost, which is easier to serve. She provided a map for the layout. An additional bar will be under shelter 2 by the food. A kids zone will be new this year. A carnival was explored, but with the layout there is not enough area for rides to be cost effective for the vendor.

10. Consideration of a motion to approve the increase in budget for Hometown Celebration fireworks from \$18,000 to \$19,200 to maintain the same length and intensity of a show as previous years.

Recreation Rennekamp said the cost for fireworks goes up every year. Five Star Fireworks has explained the increase in email provided. Trustee Conner asked what we would lose if he kept it the cost the same.

Motion (Hallquist/Pfeiffer) to approve the increase in budget for Hometown Celebration fireworks from \$18,000 to \$19,200 to maintain the same length and intensity of a show as previous years. President Pfannerstill asked Rennekamp to find out what the difference would be if we kept the same payment and report that information back, which can help make future decisions.

All were in favor, **motion carried.**

11. Consideration of a motion to approve expenditure of \$9,000 for Bella Cain performance at Hometown Celebration.

Director Rennekamp said Bella Cain will be returning this year. The fee is what we paid last year. She said we will be rotating bands from last year.

Motion (Truttschel/Wallschlager) to approve expenditure of \$9,000 for Bella Cain performance at Hometown Celebration. All were in favor, **motion carried.**

12. Consideration of a motion to approve contract with Area Rental to provide tents and miscellaneous items for Hometown Celebration.

Director Rennekamp said this is an increase from last year which was \$15,000; this year's cost is \$19,900. We are adding a 30' x 50' tent for a kids zone and 20' x 30' tent for tickets. We are decreasing the size of the stage. We invested \$25,000 in the electrical last year that we won't have to pay for this year. There will be high top tables outside the stage area that we are renting. We are borrowing sound and lighting equipment again from Big Bend.

Motion (Hallquist/Conner) to approve Area Rental contract. All were in favor, **motion carried.**

13. Discussion and consideration to award contract for Penbrook Baseball Diamond fencing.

DPW Director Felkner said the fencing is in need of replacing and the backstop is not high enough. This expense was budgeted for at \$68,000. We received 3 proposals and this came in under budget at \$56,350.00 from Century Fence.

Motion (Pfeiffer/de Boer) to approve the contract with Century Fence for the Penbrook Baseball Diamond fencing. Trustee Conner asked the amount of the other quotes. Other 2 were over budget.

Dave said the other proposals were for \$70,000 and over \$100,000. He believes the favorable bid factored in the desire to start the project now to keep their employees working.

All were in favor, **motion carried.**

14. Discussion and consideration to award contract for the 2024 Sanitary Sewer Cleaning and Televising project.

DPW Director Felkner said this is for annual work. Visu-Sewer came in low again. This comes out of the utility sewer maintenance account. Staff is recommending awarding the contract to Visu-Sewer, not to exceed the sum of \$60,600.

Motion (Wallschlagel/Truttschel) to award the 2024 Sanitary Sewer Cleaning and Televising project to Visu-Sewer not to exceed \$60,600. All were in favor, **motion carried.**

15. Discussion and consideration for awarding contract of the 2024 Utility Contract.

DPW Director Felkner this work is performed yearly prior to paving of our streets. \$282,150 was budgeted and the low bid came in a little over this amount. This comes out of the utility account, we don't borrow for it.

Motion (Conner/Hallquist) to award the contract for the 2024 Utility contract to American Sewer Services in the amount of \$300,170.

President Pfannerstill said we are looking to continue to develop and build up Cottonwood Ave. The wires are an eyesore. Once we repave Cottonwood and we want to bury the wires, we would be digging up a new road. He would like staff's recommendation on this. If in seven years that prohibits development, that wouldn't be a good thing. Felkner said we have WE Energies, AT&T and Spectrum on Cottonwood Avenue. We contacted them and it came to \$1 million per block to bury the lines and that does not include running the electric to each business. We would have to subcontract that out ourselves. We did not get a final number, due to sticker shock. If the Board wanted to pursue a final number, they could do that. The east side of Cottonwood Avenue is only Spectrum, so maybe the poles on the east side could be buried or moved to the other side of the road. Pfannerstill said he would like to know what both options cost. Felkner will look into both options.

All were in favor, **motion carried.**

16. Announcements

DPW Felkner welcomed a new employee that started today, Nick Makoski, who grew up in Hartland and is from the private sector.

Director Rennekamp said there are 93 enrollees for t-ball. She is nearly done with scheduling the Thursday night concert series bands and has a few more acts for Hometown to finalize. August 8th is National Night Out, the band Trophy Husbands will be performing. She is accepting Hometown celebration sponsorships.

Police Chief Misko has offered a police officer into background investigation phase. The applicant is currently with the UW-Milwaukee Police Department. Officer Weiss' field training is going well. The Citizens academy class open every Wednesday apps due March 13 – May 8th, 6 pm – 8:30 pm. Applications are available on the website and due March 3rd. There is no cost to participate.

Fire Chief Jambretz said the two new full time employees are working out great.

Trustee Truttschel said the Veteran Sleep Out was well attended with strong support by the Police Department and Fire Department.

President Pfannerstill said the Veteran Sleep Out is a good event that grows every year. He asked if Director Rennekamp or the Board could talk about the Village making revenue from advertising on fencing. Trustee Hallquist said the Board has been approached in the past and told them it would need to be taken down for Hometown and put back up after, which they had a problem with and it was dropped.

17. Adjournment

Motion (Pfeiffer/Conner) to adjourn at 7:25 pm. All were in favor, **motion carried.**

Respectfully submitted,

Sandee Policello
Village Clerk

February 14, 2024

Mr. Ryan Bailey, CPA
Village Manager
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Re: 2022 Paving Program
Project Closeout

Dear Mr. Bailey:

Due to an accounting system transition for the Walbec Group, Payne & Dolan, Inc. was unable to provide final closeout documents for the 2022 Paving Program until now. In accordance with the Contract Documents, the Contractor for this Project, Payne & Dolan, Inc. has submitted a final Application for Payment and has furnished the enclosed Contract-required items:

1. Consent of Surety to Final Payment.
2. List of Subcontractors, Suppliers, and service providers performing, furnishing, or procuring labor, services and materials on the Project.
3. Releases or waivers of lien from first tier Subcontractors and Suppliers.
4. Certificate or other evidence of completed operations insurance.

Enclosed is a closeout change order to level the contract price to match the actual quantities installed. If acceptable, please execute the change order and then execute the final application for payment to close out the project.

You may want to have your legal counsel and insurance advisor review the respective lien waivers, bonding, and insurance documents to verify legal effectiveness. If all are satisfactory, we recommend final payment, and give notice that the work is completed subject to the provisions of General Conditions paragraph 15.07.

If you or any staff member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch, P.E. (WI)
Municipal Services Team Leader
pgesch@ruekert-mielke.com

PWG:pwg
Enclosure(s)

cc: Dave Felkner, Village of Hartland
Santee Policello, Village of Hartland
Ryan T. Amtmann, P.E., Ruekert & Mielke, Inc.

Change Order No. One-Closeout

Date of Issuance: October 16, 2023 Effective Date: Upon Signature by Owner

Contract: 2022 Paving Program Owner's Contract No.: Village of Hartland

Contractor: Payne & Dolan, Inc. Engineer: Ruekert & Mielke, Inc.

Address: N3 W23650 Badinger Road Engineer's Project No.: 09-10080

Waukesha, WI 53188 Effective Date of Contract: April 22, 2022

The Contract is modified as follows upon execution of this Change Order:

Description:

Closeout change order for final contract price adjustment.

Reason for Change Order:

To adjust contract price to reflect actual quantities installed.

Attachments:

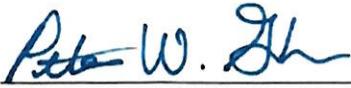
Analysis of Closeout Change Order.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$1,048,972.70	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase/Decrease from previously approved Change Orders: \$ 0.00	Increase/Decrease from previously approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 1,048,972.70	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ 168,627.39	Increase/Decrease of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 880,345.31	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

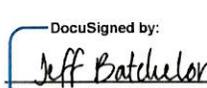
RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)
Peter W. Gesch, P.E.
Ruekert & Mielke, Inc.

By: _____
Owner (Authorized Signature)
Village of Hartland

By: 
Contractor (Authorized Signature)
Payne & Dolan, Inc.

Date: October 16, 2023

Date: _____

Date: 1/31/2024 | 8:01 AM PST



W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER: Village of Hartland
PROJECT: 2022 Paving Program
DATE PREPARED: 10/16/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
Mary Hill Subdivision							
1.	Traffic Control	L.S.	1	\$850.00	\$ 850.00	1	\$ 850.00
2.	Erosion Control	L.S.	1	\$3,600.00	\$ 3,600.00	1	\$ 3,600.00
3.	30-Inch Concrete Curb & Gutter Remove and Replace	L.F.	200	\$67.95	\$ 13,590.00	310	\$ 21,064.50
4.	Edge-Wedge Mill & Remove Asphalt	S.Y.	12,000	\$2.08	\$ 24,960.00	12422	\$ 25,837.76
5.	3-Inch Asphalt Binder Patch	S.Y.	1,000	\$19.25	\$ 19,250.00	0	\$ -
6.	Asphalt Scratch Course	TON	80	\$66.60	\$ 5,328.00	45	\$ 2,997.00
7.	Asphalt Surface Course	TON	2,650	\$69.45	\$ 184,042.50	1873	\$ 130,079.85
8.	3-Inch Asphalt Driveway Replacement	S.Y.	50	\$20.00	\$ 1,000.00	0	\$ -
9.	6-Inch Concrete Driveway Replacement	S.F.	150	\$8.86	\$ 1,329.00	0	\$ -
10.	Adjust Manhole - Paving Ring	EA.	59	\$200.00	\$ 11,800.00	46	\$ 9,200.00
11.	Adjust Valve Box - Paving Ring	EA.	21	\$45.80	\$ 961.80	21	\$ 961.80
12.	Epoxy Striping - 6" White Crosswalk	L.F.	170	\$3.15	\$ 535.50	156	\$ 491.40
13.	Epoxy Striping - 18" White Stop Bar	L.F.	85	\$10.05	\$ 854.25	106	\$ 1,065.30
14.	Restoration - Topsoil & Sod	S.Y.	100	\$16.50	\$ 1,650.00	100	\$ 1,650.00
Tenny Avenue							
15	Traffic Control	L.S.	1	\$400.00	\$ 400.00	1	\$ 400.00
16	Erosion Control	L.S.	1	\$1,300.00	\$ 1,300.00	1	\$ 1,300.00
17	Pulverize & Reshape	S.Y.	4,625	\$1.82	\$ 8,417.50	4600	\$ 8,372.00
18	Remove Excess Material	S.Y.	4,625	\$1.40	\$ 6,475.00	4600	\$ 6,440.00
19	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	350	\$52.94	\$ 18,529.00	400	\$ 21,176.00
20	Base Patching - Remove & Replace 12-Inch Material	S.Y.	1,700	\$14.75	\$ 25,075.00	1585	\$ 23,378.75
21	3-Inch Asphalt Driveway Replacement	S.Y.	120	\$20.00	\$ 2,400.00	0	\$ -
22	6-Inch Concrete Driveway Replacement	S.F.	250	\$11.97	\$ 2,992.50	0	\$ -
23	2 1/2 - Inch Asphalt Binder Course	S.Y.	4,625	\$8.61	\$ 39,821.25	4600	\$ 39,606.00
24	1 1/2-Inch Asphalt Surface Course	S.Y.	4,625	\$6.22	\$ 28,767.50	4600	\$ 28,612.00
25	Remove & Replace Manhole Frame & Cover	EA.	1	\$900.00	\$ 900.00	1	\$ 900.00
26	Adjust Manhole	EA.	9	\$900.00	\$ 8,100.00	7	\$ 6,300.00
27	Adjust Valve Box	EA.	4	\$500.00	\$ 2,000.00	0	\$ -
28	Epoxy Striping - 18" White Stop Bar	L.F.	14	\$10.05	\$ 140.70	14	\$ 140.70
29	Restoration - Topsoil & Sod	S.Y.	85	\$16.50	\$ 1,402.50	35	\$ 577.50
Woodlands Court							
30	Traffic Control	L.S.	1	\$350.00	\$ 350.00	1	\$ 350.00
31	Erosion Control	L.S.	1	\$1,300.00	\$ 1,300.00	1	\$ 1,300.00
32	Pulverize & Reshape	S.Y.	4,550	\$1.82	\$ 8,281.00	4450	\$ 8,099.00
33	Remove Excess Material	S.Y.	4,550	\$1.40	\$ 6,370.00	4450	\$ 6,230.00
34	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	125	\$65.50	\$ 8,187.50	200	\$ 13,100.00



W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER: Village of Hartland
PROJECT: 2022 Paving Program
DATE PREPARED: 10/16/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
35	Base Patching - Remove & Replace 12-Inch Material	S.Y.	1,820	\$14.75	\$ 26,845.00	0	\$ -
36	3-Inch Asphalt Driveway Replacement	S.Y.	120	\$20.00	\$ 2,400.00	13	\$ 260.00
37	6-Inch Concrete Driveway Replacement	S.F.	200	\$11.97	\$ 2,394.00	0	\$ -
38	2 1/2 - Inch Asphalt Binder Course	S.Y.	4,550	\$8.61	\$ 39,175.50	4450	\$ 38,314.50
39	1 1/2-Inch Asphalt Surface Course	S.Y.	4,550	\$6.22	\$ 28,301.00	4450	\$ 27,679.00
40	Repair Manhole - Slurry Backfill	V.F.	1	\$1,000.00	\$ 1,000.00	0	\$ -
41	Adjust Manhole	EA.	8	\$900.00	\$ 7,200.00	7	\$ 6,300.00
42	Adjust Valve Box	EA.	3	\$500.00	\$ 1,500.00	0	\$ -
43	Restoration - Topsoil & Sod	S.Y.	30	\$16.50	\$ 495.00	30	\$ 495.00
E. Imperial Drive							
44	Traffic Control	L.S.	1	\$1,100.00	\$ 1,100.00	1	\$ 1,100.00
45	Erosion Control	L.S.	1	\$2,900.00	\$ 2,900.00	1	\$ 2,900.00
46	Mill & Remove 2-Inches Asphalt	S.Y.	12,325	\$1.98	\$ 24,403.50	11600	\$ 22,968.00
47	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	425	\$52.57	\$ 22,342.25	988	\$ 51,939.16
48	Base Patching - Remove & Replace 12-Inch Material (If Needed)	S.Y.	1,200	\$15.75	\$ 18,900.00	1200	\$ 18,900.00
49	3-Inch Asphalt Driveway Replacement	S.Y.	100	\$20.00	\$ 2,000.00	65	\$ 1,300.00
50	6-Inch Concrete Driveway Replacement	S.F.	200	\$11.97	\$ 2,394.00	459	\$ 5,494.23
51	2 1/2-Inch Asphalt Binder Patch	S.Y.	1,400	\$14.99	\$ 20,986.00	1300	\$ 19,487.00
52	2 1/4-Inch Asphalt Surface Course	TON	1,950	\$66.05	\$ 128,797.50	1239.17	\$ 81,847.18
53	Adjust Manhole	EA.	14	\$900.00	\$ 12,600.00	4	\$ 3,600.00
54	Adjust Valve Box	EA.	8	\$500.00	\$ 4,000.00	0	\$ -
55	Remove & Replace Valve Box Top Section - Slurry Backfill	EA.	2	\$800.00	\$ 1,600.00	0	\$ -
56	Remove & Replace Manhole Frame & Cover	EA.	5	\$900.00	\$ 4,500.00	5	\$ 4,500.00
57	Epoxy Striping - 4" Double Yellow	L.F.	5,860	\$2.10	\$ 12,306.00	5924	\$ 12,440.40
58	Epoxy Striping - 6" White Crosswalk	L.F.	775	\$3.15	\$ 2,441.25	386	\$ 1,215.90
59	Epoxy Striping - 18" White Stop Bar	L.F.	30	\$10.50	\$ 315.00	61	\$ 640.50
60	Restoration - Topsoil & Sod	S.Y.	100	\$16.50	\$ 1,650.00	120	\$ 1,980.00
Dundee Lane							
61	Traffic Control	L.S.	1	\$200.00	\$ 200.00	1	\$ 200.00
62	Mill & Remove 2-Inches Asphalt	S.Y.	1,465	\$1.98	\$ 2,900.70	1465	\$ 2,900.70
63	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	200	\$66.34	\$ 13,268.00	220	\$ 14,594.80
64	Base Patching - Remove & Replace 12-Inch Material (If Needed)	S.Y.	300	\$15.75	\$ 4,725.00	50	\$ 787.50
65	3-Inch Asphalt Driveway Replacement	S.Y.	90	\$20.00	\$ 1,800.00	12	\$ 240.00
66	6-Inch Concrete Driveway Replacement	S.F.	150	\$15.48	\$ 2,322.00	0	\$ -
67	2 1/2-Inch Asphalt Binder Patch (If Needed)	S.Y.	300	\$12.39	\$ 3,717.00	50	\$ 619.50
68	2 1/4-Inch Asphalt Surface Course	TON	240	\$66.05	\$ 15,852.00	170	\$ 11,228.50
69	Adjust Manhole	EA.	2	\$900.00	\$ 1,800.00	2	\$ 1,800.00

ANALYSIS OF CLOSEOUT CHANGE ORDER

Ruekert • Mielke
 W233 N2080 Ridgeview Parkway
 Waukesha, WI 53188-1020

OWNER: Village of Hartland
 PROJECT: 2022 Paving Program
 DATE PREPARED: 10/16/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
70	Adjust Valve Box	EA.	1	\$500.00	\$ 500.00	0	\$ -
71	Epoxy Striping - 18" White Stop Bar	L.F.	15	\$10.50	\$ 157.50	0	\$ -
72	Restoration - Topsoil & Sod	S.Y.	50	\$16.50	\$ 825.00	78	\$ 1,287.00
Village Hall Parking Lot and Pathway							
73	Traffic Control	L.S.	1	\$400.00	\$ 400.00	1	\$ 400.00
74	Erosion Control	L.S.	1	\$3,200.00	\$ 3,200.00	1	\$ 3,200.00
75	Remove Existing Asphalt Parking Lot Pavement	S.Y.	2,450	\$3.36	\$ 8,232.00	2450	\$ 8,232.00
76	Remove Existing Asphalt Pathway	S.Y.	350	\$5.72	\$ 2,002.00	310	\$ 1,773.20
77	30-Inch Concrete Curb & Gutter Remove & Replace (Includes	L.F.	30	\$90.50	\$ 2,715.00	10	\$ 905.00
78	18-Inch Concrete Curb & Gutter Remove & Replace	L.F.	30	\$90.50	\$ 2,715.00	80.00	\$ 7,240.00
79	Barrier Curb Remove & Replace	L.F.	125	\$40.00	\$ 5,000.00	210.00	\$ 8,400.00
80	4-Inch Concrete Sidewalk & ADA Ramp Replacement	S.F.	400	\$9.36	\$ 3,744.00	459.00	\$ 4,296.24
81	Detectable Warning Fields	S.F.	10	\$35.00	\$ 350.00	10.00	\$ 350.00
82	Base Patching - Remove & Replace 12-Inch Material	S.Y.	1,200	\$15.75	\$ 18,900.00	880.00	\$ 13,860.00
83	Crushed Aggregate Base Course	TON	100	\$20.60	\$ 2,060.00	40.00	\$ 824.00
84	Adjust Manhole/Inlet	EA.	1	\$775.00	\$ 775.00	0	\$ -
85	2 1/2-Inch Asphalt Binder Course	S.Y.	2,450	\$9.60	\$ 23,520.00	2,450.00	\$ 23,520.00
86	1 1/2-Inch Asphalt Surface Course	S.Y.	2,450	\$6.91	\$ 16,929.50	2,450.00	\$ 16,929.50
87	3-Inch Asphalt Trail	S.Y.	410	\$15.90	\$ 6,519.00	310.00	\$ 4,929.00
88	Epoxy Striping - 4" Yellow	L.F.	1,600	\$2.10	\$ 3,360.00	1,423.00	\$ 2,988.30
89	Epoxy Striping - Yellow Arrow/Symbol	EA.	7	\$95.00	\$ 665.00	4.00	\$ 380.00
90	Restoration - Topsoil & Sod	S.Y.	350	\$16.50	\$ 5,775.00	252.00	\$ 4,158.00
Asphalt Pavement Patching							
91	Asphalt Pavement Patching - Misc. Areas	S.Y.	550	\$67.85	\$ 37,317.50	560.00	\$ 37,996.00
Common to All Project Areas							
92	Additional Remove and Replace Valve Box Top Section (If needed)	EA.	15	\$800.00	\$ 12,000.00	14.00	\$ 11,200.00
93	Excavation Below Subgrade (EBS) (If needed)	C.Y.	70	\$29.00	\$ 2,030.00	0.00	\$ -
94	Geotextile Fabric (If needed)	S.Y.	200	\$1.75	\$ 350.00	0.00	\$ -
95	Excavation Below Subgrade (EBS) Backfill (If needed)	TON	140	\$16.00	\$ 2,240.00	0.00	\$ -
96	Crushed Aggregate Base Course (If needed)	TON	100	\$16.00	\$ 1,600.00	0.00	\$ -
97	Allowance for Additional Work (If needed)	L.S.	1	\$25,000.00	\$ 25,000.00	0.00	\$ -
SUBTOTAL OF ORIGINAL CONTRACT ITEMS					\$ 1,048,972.70		\$ 852,679.67
ADDITIONAL ITEMS							
	Asphalt Scratch Course on E. Imperial Drive	S.Y.		\$ 66.60	\$ -	415.40	\$ 27,665.64
SUBTOTAL OF ADDITIONAL ITEMS					\$ -		\$ 27,665.64

Ruekert • Mielke
 W233 N2080 Ridgeview Parkway
 Waukesha, WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER: Village of Hartland
 PROJECT: 2022 Paving Program
 DATE PREPARED: 10/16/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
GRAND TOTALS:					\$ 1,048,972.70		\$ 880,345.31

ORIGINAL CONTRACT AMOUNT	\$1,048,972.70
EXECUTED CHANGE ORDER(S)	
CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	<u>\$1,048,972.70</u>
AMOUNT EARNED ON ORIGINAL CONTRACT ITEMS	\$852,679.67
AMOUNT EARNED ON OTHER ITEMS	\$27,665.64
TOTAL AMOUNT EARNED	<u>\$880,345.31</u>
TOTAL AMOUNT EARNED	\$880,345.31
LESS CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	<u>(\$1,048,972.70)</u>
CLOSE OUT CHANGE ORDER AMOUNT	<u><u>(\$168,627.39)</u></u>

Contractor's Application for Payment No. 3-FINAL

To (Owner): Village of Hartland 210 Cottonwood Avenue, Hartland, WI 53029	Application Date: 10/16/2023	Application Period: Closeout
Contact: Dave Felkner	From (Contractor): Tyler Winter	Via (Engineer): Ruskert & Nielke, Inc.
Project: 2022 Paving Program	Contact: Payne & Dolan, Inc.	Contact: Peter W. Gesch, P.E.
	Address: N3 W23650 Bedinger Road Waukesha, WI 53188	Address: W233 N2080 Ridgview Parkway Waukesha, WI 53188
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 09-10080.200

Change Order Summary

Approved Change Orders				
Number	Additions	Deductions (Enter as Positive Number)		
1-Closeout		\$168,627.39	1. ORIGINAL CONTRACT PRICE	\$ 1,048,972.70
			2. Net change by Change Orders	\$ (168,627.39)
			3. CURRENT CONTRACT PRICE (Line 1 + Line 2)	\$ 880,345.31
			4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates)	\$ 880,345.31
			5. RETAINAGE:	
			a. 5% X _____ Work Completed	\$ 26,224.32
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .	\$ 26,224.32
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)	\$ 880,345.31
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	\$ 854,120.99
			9. AMOUNT DUE THIS APPLICATION	\$ 26,224.32
TOTALS		\$168,627.39		
NET CHANGE BY CHANGE ORDERS		-\$168,627.39		

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: DocuSigned by:
Jeff Batchelor
5789329C54C0449

Date: 1/31/2024 | 8:01 AM PST

Payment of: \$ 26,224.32
(Line 9 or other - attach explanation of the other amount)

Recommended by: *Peter W. Gesch* 2/14/2024
(Engineer) Peter W. Gesch (Date)

Payment of: \$ 26,224.32
(Line 9 or other - attach explanation of the other amount)

Approved by: _____
(Owner) (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3-FINAL

For (Project): 2022 Paving Program							Application Date: 10/16/2023				
Application Period: Closeout							Owner's Contract No.: 09-10080.200 Engineer's Project No.: 09-10080.200				
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
Mary Hill Subdivision											
1.	Traffic Control	L.S.	1	\$850.00	\$ 850.00	1.00	\$ 850.00		\$ -	1.00	\$ 850.00
2.	Erosion Control	L.S.	1	\$3,600.00	\$ 3,600.00	1.00	\$ 3,600.00		\$ -	1.00	\$ 3,600.00
3.	30-Inch Concrete Curb & Gutter Remove and Replace	L.F.	200	\$67.95	\$ 13,590.00	310.00	\$ 21,064.50		\$ -	310.00	\$ 21,064.50
4.	Edge-Wedge Mill & Remove Asphalt	S.Y.	12,000	\$2.08	\$ 24,960.00	12,422.00	\$ 25,837.76		\$ -	12,422.00	\$ 25,837.76
5.	3-Inch Asphalt Binder Patch	S.Y.	1,000	\$19.25	\$ 19,250.00		\$ -		\$ -		\$ -
6.	Asphalt Scratch Course	TON	80	\$66.60	\$ 5,328.00	45.00	\$ 2,997.00		\$ -	45.00	\$ 2,997.00
7.	Asphalt Surface Course	TON	2,650	\$69.45	\$ 184,042.50	1,873.00	\$ 130,079.85		\$ -	1,873.00	\$ 130,079.85
8.	3-Inch Asphalt Driveway Replacement	S.Y.	50	\$20.00	\$ 1,000.00		\$ -		\$ -		\$ -
9.	6-Inch Concrete Driveway Replacement	S.F.	150	\$8.86	\$ 1,329.00		\$ -		\$ -		\$ -
10.	Adjust Manhole - Paving Ring	EA.	59	\$200.00	\$ 11,800.00	46.00	\$ 9,200.00		\$ -	46.00	\$ 9,200.00
11.	Adjust Valve Box - Paving Ring	EA.	21	\$45.80	\$ 961.80	21.00	\$ 961.80		\$ -	21.00	\$ 961.80
12.	Epoxy Striping - 6" White Crosswalk	L.F.	170	\$3.15	\$ 535.50	156.00	\$ 491.40		\$ -	156.00	\$ 491.40
13.	Epoxy Striping - 18" White Stop Bar	L.F.	85	\$10.05	\$ 854.25	106.00	\$ 1,065.30		\$ -	106.00	\$ 1,065.30
14.	Restoration - Topsoil & Sod	S.Y.	100	\$16.50	\$ 1,650.00	100.00	\$ 1,650.00		\$ -	100.00	\$ 1,650.00
Total All Mary Hill Subdivision						\$ 269,751.05	\$ 197,797.61		\$ -		\$ 197,797.61
Tenny Avenue											
15	Traffic Control	L.S.	1	\$400.00	\$ 400.00	1.00	\$ 400.00		\$ -	1.00	\$ 400.00
16	Erosion Control	L.S.	1	\$1,300.00	\$ 1,300.00	1.00	\$ 1,300.00		\$ -	1.00	\$ 1,300.00
17	Pulverize & Reshape	S.Y.	4,625	\$1.82	\$ 8,417.50	4,600.00	\$ 8,372.00		\$ -	4,600.00	\$ 8,372.00
18	Remove Excess Material	S.Y.	4,625	\$1.40	\$ 6,475.00	4,600.00	\$ 6,440.00		\$ -	4,600.00	\$ 6,440.00
19	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	350	\$52.94	\$ 18,529.00	400.00	\$ 21,176.00		\$ -	400.00	\$ 21,176.00
20	Base Patching - Remove & Replace 12-Inch Material	S.Y.	1,700	\$14.75	\$ 25,075.00	1,585.00	\$ 23,378.75		\$ -	1,585.00	\$ 23,378.75
21	3-Inch Asphalt Driveway Replacement	S.Y.	120	\$20.00	\$ 2,400.00		\$ -		\$ -		\$ -
22	6-Inch Concrete Driveway Replacement	S.F.	250	\$11.97	\$ 2,992.50		\$ -		\$ -		\$ -
23	2 1/2 - Inch Asphalt Binder Course	S.Y.	4,625	\$8.61	\$ 39,821.25	4,600.00	\$ 39,606.00		\$ -	4,600.00	\$ 39,606.00
24	1 1/2-Inch Asphalt Surface Course	S.Y.	4,625	\$6.22	\$ 28,767.50	4,600.00	\$ 28,612.00		\$ -	4,600.00	\$ 28,612.00
25	Remove & Replace Manhole Frame & Cover	EA.	1	\$900.00	\$ 900.00	1.00	\$ 900.00		\$ -	1.00	\$ 900.00
26	Adjust Manhole	EA.	9	\$900.00	\$ 8,100.00	7.00	\$ 6,300.00		\$ -	7.00	\$ 6,300.00
27	Adjust Valve Box	EA.	4	\$500.00	\$ 2,000.00		\$ -		\$ -		\$ -
28	Epoxy Striping - 18" White Stop Bar	L.F.	14	\$10.05	\$ 140.70	14.00	\$ 140.70		\$ -	14.00	\$ 140.70
29	Restoration - Topsoil & Sod	S.Y.	85	\$16.50	\$ 1,402.50	35.00	\$ 577.50		\$ -	35.00	\$ 577.50
Total All Tenny Avenue						\$ 146,720.95	\$ 137,202.95		\$ -		\$ 137,202.95
Woodlands Court											
30	Traffic Control	L.S.	1	\$350.00	\$ 350.00	1.00	\$ 350.00		\$ -	1.00	\$ 350.00
31	Erosion Control	L.S.	1	\$1,300.00	\$ 1,300.00	1.00	\$ 1,300.00		\$ -	1.00	\$ 1,300.00
32	Pulverize & Reshape	S.Y.	4,550	\$1.82	\$ 8,281.00	4,450.00	\$ 8,099.00		\$ -	4,450.00	\$ 8,099.00
33	Remove Excess Material	S.Y.	4,550	\$1.40	\$ 6,370.00	4,450.00	\$ 6,230.00		\$ -	4,450.00	\$ 6,230.00
34	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	125	\$65.50	\$ 8,187.50	200.00	\$ 13,100.00		\$ -	200.00	\$ 13,100.00
35	Base Patching - Remove & Replace 12-Inch Material	S.Y.	1,820	\$14.75	\$ 26,845.00		\$ -		\$ -		\$ -
36	3-Inch Asphalt Driveway Replacement	S.Y.	120	\$20.00	\$ 2,400.00	13.00	\$ 260.00		\$ -	13.00	\$ 260.00
37	6-Inch Concrete Driveway Replacement	S.F.	200	\$11.97	\$ 2,394.00		\$ -		\$ -		\$ -
38	2 1/2 - Inch Asphalt Binder Course	S.Y.	4,550	\$8.61	\$ 39,175.50	4,450.00	\$ 38,314.50		\$ -	4,450.00	\$ 38,314.50
39	1 1/2-Inch Asphalt Surface Course	S.Y.	4,550	\$6.22	\$ 28,301.00	4,450.00	\$ 27,679.00		\$ -	4,450.00	\$ 27,679.00
40	Repair Manhole - Slurry Backfill	V.F.	1	\$1,000.00	\$ 1,000.00		\$ -		\$ -		\$ -
41	Adjust Manhole	EA.	8	\$900.00	\$ 7,200.00	7.00	\$ 6,300.00		\$ -	7.00	\$ 6,300.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3-FINAL

For (Project): 2022 Paving Program							Application Date: 10/16/2023					
Application Period: Closeout							Owner's Contract No.: 09-10080.200 Engineer's Project No.:					
A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date		
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	
42	Adjust Valve Box	EA.	3	\$500.00	\$ 1,500.00		\$ -		\$ -		\$ -	
43	Restoration - Topsoil & Sod	S.Y.	30	\$16.50	\$ 495.00	30.00	\$ 495.00		\$ -	30.00	\$ 495.00	
Total All Woodlands Court						\$ 133,799.00		\$ 102,127.50		\$ -	\$ 102,127.50	
E. Imperial Drive												
44	Traffic Control	L.S.	1	\$1,100.00	\$ 1,100.00	1.00	\$ 1,100.00		\$ -	1.00	\$ 1,100.00	
45	Erosion Control	L.S.	1	\$2,900.00	\$ 2,900.00	1.00	\$ 2,900.00		\$ -	1.00	\$ 2,900.00	
46	Mill & Remove 2-Inches Asphalt	S.Y.	12,325	\$1.98	\$ 24,403.50	11,600.00	\$ 22,968.00		\$ -	11,600.00	\$ 22,968.00	
47	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	425	\$52.57	\$ 22,342.25	988.00	\$ 51,939.16		\$ -	988.00	\$ 51,939.16	
48	Base Patching - Remove & Replace 12-Inch Material (If Needed)	S.Y.	1,200	\$15.75	\$ 18,900.00	1,200.00	\$ 18,900.00		\$ -	1,200.00	\$ 18,900.00	
49	3-Inch Asphalt Driveway Replacement	S.Y.	100	\$20.00	\$ 2,000.00	65.00	\$ 1,300.00		\$ -	65.00	\$ 1,300.00	
50	6-Inch Concrete Driveway Replacement	S.F.	200	\$11.97	\$ 2,394.00	459.00	\$ 5,494.23		\$ -	459.00	\$ 5,494.23	
51	2 1/2-Inch Asphalt Binder Patch	S.Y.	1,400	\$14.99	\$ 20,986.00	1,300.00	\$ 19,487.00		\$ -	1,300.00	\$ 19,487.00	
52	2 1/4-Inch Asphalt Surface Course	TON	1,950	\$66.05	\$ 128,797.50	1,239.17	\$ 81,847.18		\$ -	1,239.17	\$ 81,847.18	
53	Adjust Manhole	EA.	14	\$900.00	\$ 12,600.00	4.00	\$ 3,600.00		\$ -	4.00	\$ 3,600.00	
54	Adjust Valve Box	EA.	8	\$500.00	\$ 4,000.00		\$ -		\$ -		\$ -	
55	Remove & Replace Valve Box Top Section - Slurry Backfill	EA.	2	\$800.00	\$ 1,600.00		\$ -		\$ -		\$ -	
56	Remove & Replace Manhole Frame & Cover	EA.	5	\$900.00	\$ 4,500.00	5.00	\$ 4,500.00		\$ -	5.00	\$ 4,500.00	
57	Epoxy Striping - 4" Double Yellow	L.F.	5,860	\$2.10	\$ 12,306.00	5,924.00	\$ 12,440.40		\$ -	5,924.00	\$ 12,440.40	
58	Epoxy Striping - 6" White Crosswalk	L.F.	775	\$3.15	\$ 2,441.25	386.00	\$ 1,215.90		\$ -	386.00	\$ 1,215.90	
59	Epoxy Striping - 18" White Stop Bar	L.F.	30	\$10.50	\$ 315.00	61.00	\$ 640.50		\$ -	61.00	\$ 640.50	
60	Restoration - Topsoil & Sod	S.Y.	100	\$16.50	\$ 1,650.00	120.00	\$ 1,980.00		\$ -	120.00	\$ 1,980.00	
Total All E. Imperial Drive						\$ 263,235.50		\$ 230,312.37		\$ -	\$ 230,312.37	
Dundee Lane												
61	Traffic Control	L.S.	1	\$200.00	\$ 200.00	1.00	\$ 200.00		\$ -	1.00	\$ 200.00	
62	Mill & Remove 2-Inches Asphalt	S.Y.	1,465	\$1.98	\$ 2,900.70	1,465.00	\$ 2,900.70		\$ -	1,465.00	\$ 2,900.70	
63	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	200	\$66.34	\$ 13,268.00	220.00	\$ 14,594.80		\$ -	220.00	\$ 14,594.80	
64	Base Patching - Remove & Replace 12-Inch Material (If Needed)	S.Y.	300	\$15.75	\$ 4,725.00	50.00	\$ 787.50		\$ -	50.00	\$ 787.50	
65	3-Inch Asphalt Driveway Replacement	S.Y.	90	\$20.00	\$ 1,800.00	12.00	\$ 240.00		\$ -	12.00	\$ 240.00	
66	6-Inch Concrete Driveway Replacement	S.F.	150	\$15.48	\$ 2,322.00		\$ -		\$ -		\$ -	
67	2 1/2-Inch Asphalt Binder Patch (If Needed)	S.Y.	300	\$12.39	\$ 3,717.00	50.00	\$ 619.50		\$ -	50.00	\$ 619.50	
68	2 1/4-Inch Asphalt Surface Course	TON	240	\$66.05	\$ 15,852.00	170.00	\$ 11,228.50		\$ -	170.00	\$ 11,228.50	
69	Adjust Manhole	EA.	2	\$900.00	\$ 1,800.00	2.00	\$ 1,800.00		\$ -	2.00	\$ 1,800.00	
70	Adjust Valve Box	EA.	1	\$500.00	\$ 500.00		\$ -		\$ -		\$ -	
71	Epoxy Striping - 18" White Stop Bar	L.F.	15	\$10.50	\$ 157.50		\$ -		\$ -		\$ -	
72	Restoration - Topsoil & Sod	S.Y.	50	\$16.50	\$ 825.00	78.00	\$ 1,287.00		\$ -	78.00	\$ 1,287.00	
Total All Dundee Lane						\$ 48,067.20		\$ 33,658.00		\$ -	\$ 33,658.00	
Village Hall Parking Lot and Pathway												
73	Traffic Control	L.S.	1	\$400.00	\$ 400.00	1.00	\$ 400.00		\$ -	1.00	\$ 400.00	
74	Erosion Control	L.S.	1	\$3,200.00	\$ 3,200.00	1.00	\$ 3,200.00		\$ -	1.00	\$ 3,200.00	
75	Remove Existing Asphalt Parking Lot Pavement	S.Y.	2,450	\$3.36	\$ 8,232.00	2,450.00	\$ 8,232.00		\$ -	2,450.00	\$ 8,232.00	
76	Remove Existing Asphalt Pathway	S.Y.	350	\$5.72	\$ 2,002.00	310.00	\$ 1,773.20		\$ -	310.00	\$ 1,773.20	
77	30-Inch Concrete Curb & Gutter Remove & Replace (Includes Pavement Patch)	L.F.	30	\$90.50	\$ 2,715.00	10.00	\$ 905.00		\$ -	10.00	\$ 905.00	
78	18-Inch Concrete Curb & Gutter Remove & Replace	L.F.	30	\$90.50	\$ 2,715.00	80.00	\$ 7,240.00		\$ -	80.00	\$ 7,240.00	
79	Barrier Curb Remove & Replace	L.F.	125	\$40.00	\$ 5,000.00	210.00	\$ 8,400.00		\$ -	210.00	\$ 8,400.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3-FINAL

For (Project): 2022 Paving Program						Application Date: 10/16/2023					
Application Period: Closeout						Owner's Contract No.: Engineer's Project No.: 09-10080.200					
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
80	4-Inch Concrete Sidewalk & ADA Ramp Replacement	S.F.	400	\$9.36	\$ 3,744.00	459.00	\$ 4,296.24		\$ -	459.00	\$ 4,296.24
81	Detectable Warning Fields	S.F.	10	\$35.00	\$ 350.00	10.00	\$ 350.00		\$ -	10.00	\$ 350.00
82	Base Patching - Remove & Replace 12-Inch Material	S.Y.	1,200	\$15.75	\$ 18,900.00	880.00	\$ 13,860.00		\$ -	880.00	\$ 13,860.00
83	Crushed Aggregate Base Course	TON	100	\$20.60	\$ 2,060.00	40.00	\$ 824.00		\$ -	40.00	\$ 824.00
84	Adjust Manhole/Inlet	EA.	1	\$775.00	\$ 775.00		\$ -		\$ -		\$ -
85	2 1/2-Inch Asphalt Binder Course	S.Y.	2,450	\$9.60	\$ 23,520.00	2,450.00	\$ 23,520.00		\$ -	2,450.00	\$ 23,520.00
86	1 1/2-Inch Asphalt Surface Course	S.Y.	2,450	\$6.91	\$ 16,929.50	2,450.00	\$ 16,929.50		\$ -	2,450.00	\$ 16,929.50
87	3-Inch Asphalt Trail	S.Y.	410	\$15.90	\$ 6,519.00	310.00	\$ 4,929.00		\$ -	310.00	\$ 4,929.00
88	Epoxy Striping - 4" Yellow	L.F.	1,600	\$2.10	\$ 3,360.00	1,423.00	\$ 2,988.30		\$ -	1,423.00	\$ 2,988.30
89	Epoxy Striping - Yellow Arrow/Symbol	EA.	7	\$95.00	\$ 665.00	4.00	\$ 380.00		\$ -	4.00	\$ 380.00
90	Restoration - Topsoil & Sod	S.Y.	350	\$16.50	\$ 5,775.00	252.00	\$ 4,158.00		\$ -	252.00	\$ 4,158.00
Total All Village Hall Parking Lot and Pathway						\$ 106,861.50		\$ 102,385.24		\$ -	\$ 102,385.24
Asphalt Pavement Patching											
91	Asphalt Pavement Patching - Misc. Areas	S.Y.	550	\$67.85	\$ 37,317.50	560.00	\$ 37,996.00		\$ -	560.00	\$ 37,996.00
Total All Asphalt Pavement Patching						\$ 37,317.50		\$ 37,996.00		\$ -	\$ 37,996.00
Common to All Project Areas											
92	Additional Remove and Replace Valve Box Top Section (If needed)	EA.	15	\$800.00	\$ 12,000.00	14.00	\$ 11,200.00		\$ -	14.00	\$ 11,200.00
93	Excavation Below Subgrade (EBS) (If needed)	C.Y.	70	\$29.00	\$ 2,030.00		\$ -		\$ -		\$ -
94	Geotextile Fabric (If needed)	S.Y.	200	\$1.75	\$ 350.00		\$ -		\$ -		\$ -
95	Excavation Below Subgrade (EBS) Backfill (If needed)	TON	140	\$16.00	\$ 2,240.00		\$ -		\$ -		\$ -
96	Crushed Aggregate Base Course (If needed)	TON	100	\$16.00	\$ 1,600.00		\$ -		\$ -		\$ -
97	Allowance for Additional Work (If needed)	L.S.	1	\$25,000.00	\$ 25,000.00		\$ -		\$ -		\$ -
Total All Common to All Project Areas						\$ 43,220.00		\$ 11,200.00		\$ -	\$ 11,200.00
TOTAL BID ITEMS 1-97						\$ 1,048,972.70		\$ 852,679.67		\$ -	\$ 852,679.67
ADDITIONAL ITEMS											
	Asphalt Scratch Course on E. Imperial Drive	S.Y.		\$ 66.60	\$ -	415.40	\$ 27,665.64		\$ -	415.40	\$ 27,665.64
						\$ -	\$ -		\$ -		\$ -
TOTAL ADDITIONAL ITEMS						\$ -		\$ 27,665.64		\$ -	\$ 27,665.64
TOTAL ALL ITEMS						\$ 1,048,972.70		\$ 880,345.31		\$ -	\$ 880,345.31

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No 30135956

PROJECT: 2022 Paving Program, Hartland, WI
(name, address)

TO (Owner)

VILLAGE OF HARTLAND
210 Cottonwood Avenue
Hartland WI 53029

ARCHITECT'S PROJECT NO:
CONTRACT FOR:
2022 Paving Program, Hartland, WI
CONTRACT DATE: 3/3/2022

CONTRACTOR: PAYNE & DOLAN, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago IL 60606

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

PAYNE & DOLAN, INC.
N3 W23650 Badinger Road
Waukesha WI 53188

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

VILLAGE OF HARTLAND
210 Cottonwood Avenue
Hartland WI 53029

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,
the Surety Company has hereunto set its hand this 7th day of November, 2023

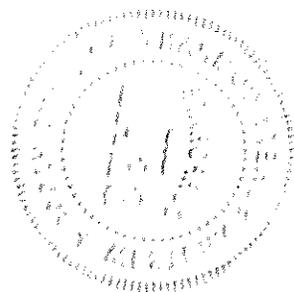
WESTERN SURETY COMPANY
Surety Company

Attest: Witness: Jicek
(Seal):

Trudy A. Szalewski
Signature of Authorized Representative

Trudy A. Szalewski Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Marc Sacia, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2023.



WESTERN SURETY COMPANY

Larry Kasten

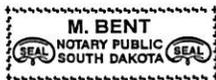
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of Nov 2023



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

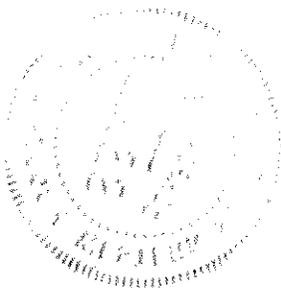
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”



SUBCONTRACTOR

SCOPE OF WORK

CROWLEY

Striping

MTEC ENVIRONMENTAL

Landscape

SIRRAH

Utilities

WANDEL

Concrete

FULL WAIVER OF CONSTRUCTION LIEN
§779.05, Wis. Stats.

Date: **January 31, 2024**

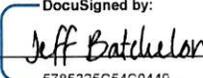
1. Claimant's Name: Payne and Dolan, Inc.
Claimant's Address: N3W23650 Badinger Rd, Waukesha, WI 53187
2. Property Improved by Contractor's Work (check one):
 Street address: Village of Hartland, 2022 Paving Program
 Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

REUKERT AND MIELKE
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
 (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
 All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

CONTRACTOR NAME: Payne and Dolan, Inc.

By:  (signature)
5785325C54C0449

Authorized Agent's Name: Jeff Batchelor
(print name of person signing above)

Title: Agent

Address: N3W23650 Badinger Rd, Waukesha, WI 53187

Telephone Number: 262-524-1800

NOTE: This waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

5457

FULL WAIVER OF CONSTRUCTION LIEN
§779.05, Wis. Stats.

Date: **January 31, 2024**

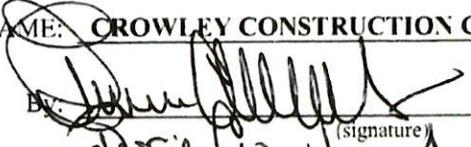
1. Claimant's Name: **CROWLEY CONSTRUCTION CORPORATION**
Claimant's Address: **1353 N 68th Street, Wauwatosa, WI 53213**

2. Property Improved by Contractor's Work (check one):
 Street address: V/O Hartland, 2022 Paving Program
 Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)
PAYNE DOLAN, INC.
N3W23650 Badinger Road
Waukesha, WI 53187

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
 All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:
(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: **CROWLEY CONSTRUCTION COPORATION**
By:  (signature)
Authorized Agent's Name: **Jesse Crowley** (print name of person signing above)
Title: **PCO**
Address: **1353 N 68th St, Wauwatosa, WI 53213**
Telephone Number: **414-406-5135 (c)**

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **January 31, 2024**

1. Claimant's Name: **MTEC ENVIRONMENTAL**
Claimant's Address: **128 G Elm St, Dousman, WI 53118**
2. Property Improved by Contractor's Work (check one):
 Street address: **V/O Hartland, 2022 Paving Program**
 Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)
PAYNE DOLAN, INC.
N3W23650 Badinger Road
Waukesha, WI 53187
4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
 All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: **MTEC ENVIRONMENTAL**

By: *Laurie Dudley*
(signature)

Authorized Agent's Name: *Laurie Dnelley*
(print name of person signing above)

Title: *Administrative Assistant*

Address: **128 G Elm St, Dousman, WI 53118**

Telephone Number: *262-431-4444*

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **January 31, 2024**

1. Claimant's Name: **SIRRAH CONSTRUCTION & COMPANY LLC**
Claimant's Address: **8617 W Kaul Ave, Milwaukee, WI 53225**

2. Property Improved by Contractor's Work (check one):
 Street address: V/O Hartland, 2022 Paving Program
 Legal description attached.

3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE DOLAN, INC.
N3W23650 Badinger Road
Waukesha, WI 53187

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed, dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: SIRRAH CONSTRUCTION & COMPANY LLC

By: *Brittany Stenberg*

Authorized Agent's Name: *Brittany Stenberg - Sirrah*

Title: *construction*

Address: 8617 W Kaul Ave, Milwaukee, WI 53225

Telephone Number: (414) 797-4020

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **January 31, 2024**

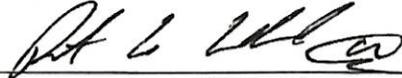
1. Claimant's Name: **WANDEL CONTRACTORS INC**
Claimant's Address: **PO BOX 54, Brookfield, WI 53008**
2. Property Improved by Contractor's Work (check one):
 Street address: V/O Hartland, 2022 Paving Program
 Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE DOLAN, INC.
N3W23650 Badinger Road
Waukesha, WI 53187

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
 All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

SUBCONTRACTOR NAME: WANDEL CONTRACTORS INC.

By: 

(signature)

Authorized Agent's Name: Rick G. Wandel III

(print name of person signing above)

Title: President

Address: PO Box 54, Brookfield, WI 53008

Telephone Number: 262-780-0225 ex. 1

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Payne & Dolan Inc. c/o Morgan Debroux PO Box 1632 Waukesha WI 53187 USA	INSURER A: The Travelers Indemnity Co. 25658	
	INSURER B: Travelers Property Cas Co of America 25674	
	INSURER C: The Standard Fire Ins Co 19070	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570092216310** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC2KCO7211B454IND22 General Liability	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2KCAP-3049P020-IND-22 Automobile	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP5809B39A2225 Umbrella	03/01/2022	03/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3L5963422225R Workers Compensation - WI UB4L04638A2225K Workers Compensation - Ot	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C							

Certificate No : 570092216310

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: V/O HARTLAND 2022 PAVING PROGRAM. VILLAGE OF HARTLAND, WISCONSIN, ITS OFFICERS, EMPLOYEES AND AGENTS, AND RUEKERT & MIELKE INC ARE ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY PER THE TRAVELERS ADDITIONAL INSURED ENDORSEMENT # CG D6 04 02 19, AND ON THE AUTOMOBILE AND UMBRELLA POLICIES ON A PRIMARY AND NON-CONTRIBUTORY BASIS, IF REQUIRED BY CONTRACT, AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED. THE LIMIT OF LIABILITY COVERAGE WILL BE PER CONTRACT OR AS SHOWN ON THE COI, WHICHEVER IS LESS. ENDORSED POLICIES WILL INCLUDE A 30 DAY NOTICE OF CANCELLATION/NONRENEWAL FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

VILLAGE OF HARTLAND
701 PROGRESS DR
HARTLAND WI 53029 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000005013	
INSURED Payne & Dolan Inc. c/o Morgan Debroux PO Box 1632 Waukesha WI 53187 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Cas Co of America	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570092216324 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: V/O HARTLAND 2022 PAVING PROGRAM. INCLUDES ADDITIONAL INSURED AND WAIVER OF SUBROGATION.

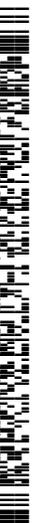
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS DEDUCTIBLES <input type="checkbox"/> BASIC BUILDING <input type="checkbox"/> BROAD CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
A	<input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input checked="" type="checkbox"/> All Risk	TYPE OF POLICY Builders Risk POLICY NUMBER QT6307369B939TIL22 PACKAGE	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> Any Location Limit <input checked="" type="checkbox"/> Limit Per Disaster	\$2,500,000 \$2,500,000
	<input type="checkbox"/> CRIME <input type="checkbox"/> TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570092216324

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER VILLAGE OF HARTLAND 701 PROGRESS DR HARTLAND WI 53029 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/29/2022

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PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000005013	
INSURED Payne & Dolan Inc. c/o Morgan Debroux PO Box 1632 Waukesha WI 53187 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Cas Co of America	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES	CERTIFICATE NUMBER: 570092216324	REVISION NUMBER:
LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: V/O HARTLAND 2022 PAVING PROGRAM. INCLUDES ADDITIONAL INSURED AND WAIVER OF SUBROGATION.		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS DEDUCTIBLES <input type="checkbox"/> BASIC BUILDING <input type="checkbox"/> BROAD CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
A	<input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input checked="" type="checkbox"/> All Risk	TYPE OF POLICY Builders Risk POLICY NUMBER QT6307369B939TIL22 PACKAGE	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> Any Location Limit <input checked="" type="checkbox"/> Limit Per Disaster	\$2,500,000 \$2,500,000
	<input type="checkbox"/> CRIME <input type="checkbox"/> TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570092216324

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER VILLAGE OF HARTLAND 701 PROGRESS DR HARTLAND WI 53029 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE v INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-3L596342-22-25-R

RENEWAL OF (UB-3L596342-21-25-R)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
A Stock Company

NCCI CO CODE: 13579

1.

INSURED:

CONSTRUCTION RESOURCES
MANAGEMENT INC
P O BOX 1632
N3W23650 BADINGER ROAD
WAUKESHA, WI 53187

PRODUCER:

AON RISK SERVS CENTRAL
10700 W RESEARCH DR STE 450
MILWAUKEE, WI 53226

Insured is **A CORPORATION**

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 03-01-22 to 03-01-23 12:01 A.M. at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
WI

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 1,000,000 Each Accident
Bodily Injury by Disease: \$ 1,000,000 Policy Limit
Bodily Injury by Disease: \$ 1,000,000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AZ MA

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**

DATE OF ISSUE: 02-09-22 NB

OFFICE: MILWAUKEE WI 115

PRODUCER: AON RISK SERVS CENTRAL CLJ60

POLICY NUMBER: UB-3L596342-22-25-R

**LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 48 05 06 B - 001	WI RETRO RATING PLAN PREM ENDT LRARO
WC 00 01 06 A - 001	LONGSHORE AND HARBOR WC ACT COVERAGE
WC 00 02 01 B - 001	MARITIME COVERAGE ENDORSEMENT
WC 00 02 03 00 - 001	VOLUNTARY COMPENSATION MARITIME COVERAGE
WC 00 03 01 A - 001	ALTERNATE EMPLOYER ENDORSEMENT
WC 00 03 11 A - 001	VOLUNTARY COMP AND EMPLOYERS LIAB COV
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWNR ENDT
WC 00 04 22 C - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 25 00 - 001	EXPER RATING MOD FACTOR REVISION ENDT
WC 99 01 01 00 - 001	STATE WC COMP LAWS AND USL & H WC ACT
WC 99 06 T7 00 - 001	WI AGREEMNT PROV EARLIER NOTC OF CANCEL
WC 00 04 21 E - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 00 03 02 00 - 001	DESIGNATED WORKPLACES EXCLUSION
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 48 03 19 00 - 001	NOT CAN OR MAT COV CHG TO DESIG GOV ENT
WC 48 04 01 00 - 001	WISCONSIN CONTRACTORS PREMIUM ADJUSTMENT
WC 48 06 01 C - 001	WISCONSIN LAW ENDORSEMENT
WC 48 06 06 B - 001	WISCONSIN CANCELLATION AND NON RENEWAL

TRAVELERS CORP. TEL: 1-800-328-2189
STREET & ROAD CONTRACTORS
COMMON POLICY DECLARATIONS
ISSUE DATE: 02/22/22
POLICY NUMBER: VTC2K-CO-7211B454-IND-22

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
CONSTRUCTION RESOURCES
MANAGEMENT, INC. (AS PER IL T8 00)
P.O. BOX 1632
N3W23650 BADINGER ROAD
WAUKESHA, WI 53187-1632

2. POLICY PERIOD: From 03/01/22 to 03/01/23 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS
Premises Bldg.
Loc. No. No. Occupancy Address

ON FILE WITH COMPANY

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG T0 01 11 03 IND
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS CG T0 09 03 95 IND

5. NUMBERS OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:
Policy Policy No. Insuring Company

*AMS BINDER BILLED # 252749 SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT
7. PREMIUM SUMMARY:
Provisional Premium \$
Due at Inception \$
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:
AON RISK SERVS CENTRAL (CLJ60)
10700 W RESEARCH DR STE 450
MILWAUKEE, WI 53226

COUNTERSIGNED BY:
Erica Earley
Authorized Representative

DATE: 3-1-2022

POLICY NUMBER: VTC2K-CO-7211B454-IND-22

EFFECTIVE DATE: 03-01-22

ISSUE DATE: 02-22-22

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T8 00	NAMED INSURED ENDORSEMENT
IL T8 03	DESIGNATED ENTITY - NOTICE OF CANCEL
IL T8 05	DESIGNATED ENTITY - NOTICE OF
IL T3 20 05 19	NOTICE - CANC, NONRENEWAL PROVIDED BY US

GENERAL LIABILITY - CONTRACTORS

CG T4 99 08 10	AMEND LMTS OF INS (DESIG PROJ OR PREM)
CG A0 13 11 03	(CGT001) COMMERCIAL GENERAL LIAB COV DEC
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 01	LIMITATION OF COVERAGE FOR DESIGNATED
CG T8 03	ADDITIONAL INSURED - ENGINEER, ARCHITECT
CG D2 70 01 10	ADD'L INS ENGS, ARCHITECTS, SURVEYORS
CG D3 73 11 05	ADD'L INSURED, OWNERS, LESSEES, CONTRACTORS
CG D4 11 04 08	ADDL INSD-DESIG PERSON OR ORGANIZATION
CG D6 04 02 19	BLANKET ADDL INS - AUTOMATIC STATUS REQ
CG 20 10 10 01	ADDL INSD-OWNER/LESSEE/CONTRACTOR B
CG 24 04 12 19	WVR OF TRANS OF RIGHTS OF RECOVERY
CG D1 54 02 19	COV FOR BI CO-EMPLOY OR OTHER VOLUNTEER
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D2 11 01 04	DESIGNATED PROJECT(S) GEN AGGR LIMIT
CG D3 16 02 19	XTEND ENDORSEMENT FOR CONTRACTORS
CG D3 30 02 19	AMEND OF WHO IS AN INSURED EXCESS COV
CG D3 31 08 13	EXCL-ALL PROJECTS SUBJECT TO WRAP-UP
CG D8 23 02 19	ELECTRONIC DATA LIABILITY COVERAGE
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D3 22 10 20	EXCL-CLMS OR SUITS BY NAMED INSUREDS
CG D5 46 10 11	EXCL - ARCHITECT/ENG/SURVEY PROF SERV
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D7 71 09 20	UNMANNED AIRCRAFT EXCL-EXCPTN CERTAIN AI
CG D0 76 06 93	EXCLUSION-LEAD
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 04 12 17	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG D2 40 09 15	EXCLUSION -SILICA OR SILICA-RELATED DUST
CG T4 81 11 88	EXC-HAZARD-CONNECTED DESIGNATED EXPOSURE
CG T5 69 02 19	EXCL ALL POLL INJURY/DAMAGE HOST FIRE EX
CG T0 09 03 95	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM

POLICY NUMBER: VTC2K-CO-7211B454-IND-22

EFFECTIVE DATE: 03-01-22

ISSUE DATE: 02-22-22

GENERAL LIABILITY - CONTRACTORS (CONTINUED)

CG F8 99 01 16 WISCONSIN CHANGES - EBL
CG D3 55 01 17 DEDUCTIBLE ENDORSEMENT
CG T3 33 11 03 LIMIT WHEN TWO OR MORE POLICIES APPLY
CG 01 24 01 93 WI CHANGES-AMEND OF POLICY CONDITIONS

INTERLINE ENDORSEMENTS

IL T3 68 01 21 FED TERRORISM RISK INS ACT DISCLOSURE
IL T4 00 05 19 DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21 CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19 ADDITIONAL BENEFITS
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 17 12 10 INDIANA CHANGES-WORKERS' COMP EXCLUSION
IL 01 62 10 13 ILLINOIS CHANGES - DEFENSE COSTS
IL 02 83 11 18 WISCONSIN CHANGES - CANCEL & NONRENEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to **SECTION III – LIMITS OF INSURANCE** of the Commercial General Liability Coverage Form and Liquor Liability Coverage Form, and replaces **SECTION IV – DEDUCTIBLE** of the Employee Benefits Liability Coverage Form:

Deductible

1. The Deductible shown in Item 1. of the Deductible Schedule and the rules below fix the amounts that you will be responsible for paying, and over which the limits of insurance will apply, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Deductible shown in Item 1. of the Deductible Schedule applies to the following amounts for the coverages identified in Paragraphs a. through d. below, to the extent such coverages are part of this policy:
 - a. All damages under Coverage A, medical expenses under Coverage C, and "limited covered pollution costs" (if applicable) under Coverage D, because of all "bodily injury" and "property damage" arising out of any one "occurrence";
 - b. All damages under Coverage B because of all "personal injury" and "advertising injury" sustained by any one person or organization;
 - c. All damages under **Employee Benefits Liability** Coverage sustained by any one "employee", including the "employee's" dependents and beneficiaries; and

- d. All damages under **Liquor Liability** Coverage because of all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

3. If you have selected the "allocated loss adjustment expenses" option shown in Item 1.a. of the Deductible Schedule, the Deductible shown in Item 1. of that schedule includes all "allocated loss adjustment expenses" directly allocated to the particular claim or "suit" made or brought for all damages, medical expenses and "limited covered pollution costs" (if applicable) described in Paragraph 2. above.

If you have selected the "allocated loss adjustment expenses" option shown in Item 1.b. of the Deductible Schedule, the Deductible shown in Item 1. applies separately to:

- a. All damages, medical expenses and "limited covered pollution costs" (if applicable) described in Paragraph 2. above; and
- b. All "allocated loss adjustment expenses" directly allocated to the particular claim or "suit" made or brought for such damages, medical expenses and "limited covered pollution costs".

If you have selected the "allocated loss adjustment expenses" option shown in Item 1.c. or 1.d. of the Deductible Schedule, the Deductible shown in Item 1. of that schedule does not apply to "allocated loss adjustment expenses".

COMMERCIAL GENERAL LIABILITY

4. The terms of the policy, including those with respect to:

- a. Our right and duty with respect to the defense of an insured against a "suit", and
- b. Your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit";

apply irrespective of the application of the Deductible.

5. The applicable limit of insurance will be reduced by the amount of any damages, medical expenses and "limited covered pollution costs" (if applicable) within any applicable Deductible. The applicable limit of insurance will not be reduced by the amount of any "allocated loss adjustment expenses" within any Deductible.

6. Unless you and we agree otherwise, we will pay any part or all of the Deductible to effect payment of any claim or "suit", or to defend an insured against a "suit" if "allocated loss adjustment expenses" are within the Deductible stated in Item 1. of the Deductible Schedule. You must reimburse us from your own funds for such part of the Deductible as we have paid, regardless of any:

- a. Contributions toward payment of any damages, medical expenses, "limited covered pollution costs" (if applicable) or "allocated loss adjustment expenses" made by other insurers or any other entity; and
- b. Deductibles owed or paid by you to other insurers for the same claim or "suit".

Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "allocated loss adjustment expenses" incurred, by other insurers or any other entity.

7. The Aggregate Deductible shown in Item 2. of the Deductible Schedule is the most that you will be responsible for paying for the sum of all:

- a. Damages, medical expenses and "limited covered pollution costs" (if applicable) within all applicable Deductibles; and

- b. "Allocated loss adjustment expenses" within all applicable Deductibles, if the option shown in Item 1. of the Deductible Schedule includes "allocated loss adjustment expenses" within the Deductible.

The Aggregate Deductible will not be reduced if this policy is issued for a term of less than one year, or is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so shown in Item 2. of the Deductible Schedule, subject to a negotiated minimum Aggregate Deductible.

8. You must reimburse us for the expenses stated in Item 3. of the Deductible Schedule pursuant to the options selected by you and shown in that part of the Deductible Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible (Item 2. of the Deductible Schedule) or the Maximum Loss Content (Item 4. of the Deductible Schedule), whichever is applicable.
9. As an alternative to an Aggregate Deductible for coverages that are part of this policy, you may have selected a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "allocated loss adjustment expenses" depending on the option selected by you) for any reimbursement within a deductible, loss limit or retention for any policy listed in Item 4. of the Deductible Schedule, will be limited to the amount shown as the Maximum Loss Content in the Deductible Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, as shown in Item 4. of the Deductible Schedule, subject to a negotiated minimum Maximum Loss Content.
10. If you fail to reimburse us for any amounts as required by Paragraphs 6. through 9. above, or if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the Cancellation conditions, as permitted by law.

2. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** of the Commercial General Liability Coverage Form; in **SECTION IV – LIQUOR LIABILITY CONDITIONS** of the Liquor Liability Coverage Form; and in **SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS** of the Employee Benefits Liability Coverage Form:

Any recoveries hereunder will be applied in the following order:

- a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;
- b. Us for the amount paid hereunder;
- c. All other interests (including the insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom will be apportioned among all interests in the ratio of their respective recoveries.

3. The following is added to **SECTION V – DEFINITIONS** of the Commercial General Liability Coverage Form and the Liquor Liability Coverage Form, and **SECTION VII – DEFINITIONS** of the Employee Benefits Liability Coverage Form:

"Allocated loss adjustment expenses":

- a. Means any of the following that can be directly allocated to a particular claim or "suit":
 - (1) Fees, costs or expenses of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.
 - (2) Fees, costs or expenses of court or alternative dispute resolution proceedings and other specific items of expense, whether incurred by an outside vendor or one of our employees, including:
 - (a) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
 - (b) Expert medical or other testimony;
 - (c) Autopsy;
 - (d) Witnesses and summonses;

- (e) Copies of documents such as birth and death certificates, and medical treatment records;
 - (f) Arbitration fees;
 - (g) Fees or costs for surveillance or other professional investigations that are conducted as part of handling of a claim or "suit";
 - (h) Fees or costs for loss prevention and engineering personnel, and fees or costs for rehabilitation nurses or other nurses, for services that are conducted as part of handling of a claim or "suit"; and
 - (i) Appeal bond costs and appeal filing fees.
- (3) All Supplementary Payments as described and included in the applicable Coverage Part.

b. Does not include:

- (1) Salaries, overhead and travel expenses of our employees, except for those fees, costs or expenses described in Paragraph **a.(1)** or **(2)** above incurred while handling a claim or "suit";
- (2) Fees paid to independent claims professionals (or attorneys hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims; or
- (3) Salaries, overhead and travel expenses of any insured.

DEDUCTIBLE SCHEDULE

1. The Deductible for all coverages is \$ 250,000 The Deductible applies (option that applies is indicated by "x"):

- a. To combined damages, medical expenses, "limited covered pollution costs" (if applicable) and "allocated loss adjustment expenses".
- b. To combined damages, medical expenses and "limited covered pollution costs" (if applicable), and separately to "allocated loss adjustment expenses".
- c. To combined damages, medical expenses, and "limited covered pollution costs" (if applicable) only. You will reimburse us for the total amount of "allocated loss adjustment expenses" if the amount of damages, medical expenses, and "limited covered pollution costs" (if applicable) is equal to or less than the Deductible. If the amount of damages, medical expenses and "limited covered pollution costs" (if applicable) is greater than the Deductible, the amount of "allocated loss adjustment expenses" reimbursable by you will be a proportionate share calculated by dividing the Deductible by the amount of total damages, medical expenses, and "limited covered pollution costs" (if applicable) payable under the policy and then multiplying the "allocated loss adjustment expenses" amount by that percentage.
- d. To combined damages, medical expenses and "limited covered pollution costs" (if applicable) only, with all "allocated loss adjustment expenses" reimbursed by you.

2. Aggregate Deductible \$ _____

It is adjusted based on: (option that applies is indicated by "x")

- a. Negotiated rate of _____ per _____
 (rate) (exposure base)
 but in no event less than \$ _____ .
 (dollar amount)
- b. Negotiated percentage of Standard Premium _____ %,
 (percentage of Standard Premium)
 but in no event less than \$ _____ .
 (dollar amount)
- c. No Aggregate Deductible applies.

3. Claims Handling and other associated expenses:

a. Claim Handling is (options that apply are indicated by "x"):

- (1) Reimbursed by you as a percentage charge for each claim
 of _____
- (2) Reimbursed by you as a flat charge for each claim
 of \$ _____
- (3) Reimbursed by you as a flat charge against the policy
 of \$ _____

b. Charges other than Claim Handling are: (option that applies is indicated by "x")

- (1) Reimbursed by you at a rate of _____ times exposure base

of _____

per _____ ; or

(2) Reimbursed by you as a flat charge of _____ against the policy.

4. Maximum Loss Content (Can only be applied if 2.c. of this Schedule is selected) (option that applies is indicated by "x"):

a. Negotiated rate of _____
(rate)

per \$100 of Audited Total WC Payroll Excluding Monopolistic States Payroll

(exposure base)

but in no event less than \$ _____
(dollar amount)

b. Negotiated percentage of Standard Premium _____%
(percentage of Standard Premium)

but in no event less than \$ _____.
(dollar amount)

Policy Numbers to which the Maximum Loss Content is applicable

VTC2K-CO-7211B454-IND-22

VTC2K-CAP-3049P020-IND-22

UB-4L04638A-22-25-K

UB-3L596342-22-25-R

To: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: February 21, 2024

RE: Voucher List

Attached is the voucher list for the
February 26, 2024 Village Board Meeting

February 26, 2024 Checks: \$ 152,180.78

Total Amount of all Checks: \$ 152,180.78

VILLAGE OF HARTLAND
VOUCHER LIST- FEBRUARY 26, 2024

Account Descr	Search Name	Comments	Amount
G 101-31630 HOMETOWN CELEBRATION DONATIONS	AREA RENTAL & SALES	DEPOSIT FOR HTC TENT RENTAL	\$4,514.60
G 101-23000 SPECIAL DEPOSITS	CARDINAL SERVICE	805 CARDINAL LANE BUSINESS OCCUPANCY REFUND	\$500.00
G 101-31630 HOMETOWN CELEBRATION DONATIONS	HOME DEPOT	PAINT AND SUPPLIES FOR HTC	\$239.21
G 101-12110 PROPERTY TAX REFUNDS	LECLAIR, JAMES & LYNNETTE	2023 PROPERTY TAX REFUND 0757110	\$1,615.19
R 101-46730 RECREATION CLASSES	OLSON, DANIEL	OVERPAYMENT OF CLASS FOR SHELLEY RUSS	\$4.00
G 403-31896 KWIK TRIP	RUEKERT & MIELKE	PLAN REVIEW	\$417.48
G 403-31840 HOMESTEAD	RUEKERT & MIELKE	DESIGN/ CONSTRUCTION REVIEW	\$3,145.35
			\$10,435.83
AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER	\$65.26
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	CHILDS, CRAIG D	PSYCHOLOGICAL SERVICES	\$1,537.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLY	\$253.73
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	MEDICAL SUPPLIES	\$141.86
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	MEDICAL SUPPLIES	\$172.61
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$75.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH PHARMACY OCON	VARIOUS MEDICATIONS	\$140.07
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	STRYKER SALES	BATTERIES/ CABLES	\$1,773.72
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	TELEFLEX	NEEDLES	\$379.50
AMBULANCE			\$4,539.25
CORPORATE RESERVE EXPENSES			
E 402-59900-840 PUBLIC WORKS EXPENSE	BUMPER TO BUMPER	RUNNING BOARDS FOR NEW TRUCK	\$489.99
E 402-59900-840 PUBLIC WORKS EXPENSE	BUMPER TO BUMPER	MUD FLAPS FOR NEW TRUCK	\$239.98
E 402-59900-840 PUBLIC WORKS EXPENSE	BUMPER TO BUMPER	FLOOR LINERS FOR NEW TRUCK	\$137.59
CORPORATE RESERVE EXPENSES			\$867.56
DEBT SERVICE			
E 301-58000-305 EXPENSES-OTHER	BOND TRUST SERVICES CORP	GENERAL OBLIGATION CORP BONDS	\$400.00
DEBT SERVICE			\$400.00
ECONOMIC DEVELOPMENT			
E 804-56700-724 WEB SITE HOSTING & MAINT	OCREATIVE	RENEWAL OF DOMAIN NAMES	\$50.00
ECONOMIC DEVELOPMENT			\$50.00
FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	BAILEY, RYAN	MILEAGE REIMBURSEMENT - EHLERS CONFERENCE	\$129.98
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FEBRUARY FSA	\$127.31
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$881.82
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00

Account Descr	Search Name	Comments	Amount
FINANCIAL ADMINISTRATION			\$1,179.11
FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES	\$18.24
E 101-52200-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	MINI BULB	\$4.47
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	CHILDS, CRAIG D	PHYSIOLOGICAL SERVICES	\$1,537.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	IDENTIFIRE	NAMEPLATES	\$179.90
E 101-52200-360 VEHICLE MAINT/EXPENSE	KEN WEBER TRUCK SERVICE	WINCH FIRE TRUCK UP HILL	\$875.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$75.00
E 101-52200-255 BLDGS/GROUNDS	WIL-KIL	RODENT/PEST CONTROL	\$73.90
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WSFIA AREA 1	WSFIA MEETING COSTS	\$120.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	COPIER SERVICES	\$94.70
FIRE PROTECTION			\$2,978.71
GENERAL ADMINISTRATION			
E 101-51400-395 COMMUNITY RELATIONS	FIVE STAR FIREWORKS INC	DOWNPAYMENT ON HTC FIREWORKS	\$4,500.00
E 101-51400-395 COMMUNITY RELATIONS	HARTLAND AREA CHAMBER COMMERCE	AWARDS REGISTRATION	\$267.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$225.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$56.77
GENERAL ADMINISTRATION			\$5,048.77
LAW ENFORCEMENT			
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	EXPERIAN	NEW OFFICER CREDIT CHECK	\$6.54
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	FIRST RESPONDERS PSYCH SERVICE	THERAPY SERVICES	\$100.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	CLOTHING ITEMS	\$83.86
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	CLOTHING ITEMS	\$131.24
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	VARIOUS CLOTHING ITEMS	\$616.43
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	CAPS/HATS	\$11.58
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	CLOTHING ITEMS	\$68.02
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	UNIFORM ITEMS	\$117.99
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	JAN SEARCH SERVICE	\$159.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$412.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PEWAUKEE, VILLAGE OF	JOINT FIREARMS TRAINING	\$750.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL LAB DRAWS	\$37.13
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	RAY O HERRON CO INC	AMMO	\$650.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	STANDARD & ASSOCIATES	13 TESTS	\$256.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	NEW OFFICER SUPPLIES	\$390.90
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$1.80
E 803-52100-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY SHERIFF S DEPT	COMPUTER FORENSICS LAB EXPENSES	\$6,000.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WCTC(BILLING)	CLASSES FOR RJ/ MS	\$330.00
LAW ENFORCEMENT			\$10,123.49
LIBRARY			

Account Descr	Search Name	Comments	Amount
E 101-55110-255 BLDGS/GROUNDS	CA LIGHTING LENSES INC	LED RECESSED EMERGENCY UNIT	\$120.00
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$28.69
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$183.62
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$63.12
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$75.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$50.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	TOILET PAPER/ PAPER TOWEL/ CANLINERS	\$277.50
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER SERVICES LIBRARY FLOOR	\$96.01
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER SERVICES STAFF ROOM	\$96.01
LIBRARY			<u>\$989.95</u>
LONG MEADOW DRIVE			
E 401-70620-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND BIDDING	\$1,727.62
LONG MEADOW DRIVE			<u>\$1,727.62</u>
MAPLE AVE CROSSWALK AT LINDENW			
E 401-75030-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MAPLE AVE CROSSWALK	\$1,775.50
MAPLE AVE CROSSWALK AT LINDENW			<u>\$1,775.50</u>
MARY HILL SUBDIVISION			
E 401-70575-285 CONSTRUCTION COSTS	PAYNE AND DOLAN INC	2022 PAVING PROGRAM	\$26,224.32
MARY HILL SUBDIVISION			<u>\$26,224.32</u>
MISC STORM SEWER REPAIR			
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC STORM SEWER REPAIRS	\$1,570.99
MISC STORM SEWER REPAIR			<u>\$1,570.99</u>
MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	MAT SERVICES	\$242.11
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	ALU WORK PLATFORM	\$82.47
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	PAINT AND PAINTING SUPPLIES	\$254.08
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	TOILET PAPER/ PAPER TOWEL/ CANLINERS	\$277.50
E 101-51600-255 BLDGS/GROUNDS	ROTO-ROOTER	COMMERCIAL SEWER CAMERA SERVICE	\$375.00
E 101-51600-255 BLDGS/GROUNDS	ROTO-ROOTER	COMMERCIAL SEWER SERVICE	\$730.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	WIL-KIL	RODENT/PEST CONTROL	\$75.00
MUNICIPAL BUILDING			<u>\$2,036.16</u>
PARK BUBBLERS			
E 401-76190-285 CONSTRUCTION COSTS	GLOBAL INDUSTRIAL	WATER FOUNTAINS FOR PARKS	\$4,288.99
PARK BUBBLERS			<u>\$4,288.99</u>
PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	BIEBELS TRUE VALUE	GLUE/ YELLOW PAINT	\$14.45
E 101-55200-350 EQUIPMENT PURCHASE	HOME DEPOT	STAIN	\$300.02

Account Descr	Search Name	Comments	Amount
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	PICKELBALL BOX	\$489.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	KAESTNER AUTO ELECTRIC CO	FLAGS FOR NIXON	\$279.98
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	QUALITY FABRICATION INC	SANDBLAST AIR DRYER COVERS	\$175.00
PARKS			<u>\$1,258.45</u>
PUBLIC WORKS			
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	MAP PRO CYLINDER	\$46.69
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	HARD HAT	\$124.99
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	PROPANE	\$19.80
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	SCREWDRIVER SET/ BIT SET/ HARDWARE	\$53.70
E 101-53000-180 OTHER BENEFITS	BUCHHOLZ, AUSTIN	CLOTHING REIMBURSEMENT	\$126.60
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	FUEL FILTER	\$43.48
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	VARIOUS FILTERS	\$179.77
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	HYDRAULIC	\$106.84
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	LIFT SUPPORT	\$163.65
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	VARIOUS FILTERS	\$165.51
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO-LEAD FUEL	\$1,745.59
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	\$531.54
E 101-53000-360 VEHICLE MAINT/EXPENSE	HAHN ACE HARDWARE	FILE GUIDE	\$79.38
E 101-53000-360 VEHICLE MAINT/EXPENSE	HAHN ACE HARDWARE	CHAIN LOOP	\$46.78
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	STRUTS/ RODS	\$39.88
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	PLATES/ OIL/ WEATHER PROOFER	\$289.14
E 101-53000-360 VEHICLE MAINT/EXPENSE	INTERSTATE BATTERIES	SAW BATTERY	\$207.90
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$109.35
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$138.87
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$109.35
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	PINS	\$46.97
E 101-53000-410 STREETS GEN MAINT	KIMBALL MIDWEST	PINS	\$46.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	VARIOUS HARDWARE	\$444.21
E 101-53000-410 STREETS GEN MAINT	KIMBALL MIDWEST	CLEVIS PINS	\$55.60
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	CLEVIS PINS	\$55.60
E 101-53000-360 VEHICLE MAINT/EXPENSE	MADISON TRUCK EQUIPMENT	KEY	\$46.20
E 101-53000-360 VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	BATTERY FOR WALK BEHIND SAW	\$125.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	NJ TOOLS LLC	SOCKET/ SCANNER UPDATE	\$1,475.50
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	BOOTS RETURN	-\$25.56
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	BOOTS	\$144.78
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	TIRE REPAIR	\$503.84
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	TWO TIRES	\$3,058.41
PUBLIC WORKS			<u>\$10,306.34</u>
RECREATION PROGRAMS/EVENTS			
E 101-55300-304 TBALL	AVALON GRAPHICS LLC	TBALL YARD SIGNS	\$104.00

Account Descr	Search Name	Comments	Amount
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HARTLAND FIRE DEPT	CPR CLASSES	\$172.50
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	HANDBUILDING WITH CLAY	\$784.00
RECREATION PROGRAMS/EVENTS			<u>\$1,060.50</u>
RIVER RESERVE DRIVE			
E 401-70600-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND BIDDING	\$1,727.63
RIVER RESERVE DRIVE			<u>\$1,727.63</u>
SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FEBRUARY FSA	\$19.59
E 204-53610-297 FWW LIFT STATION OPERATING	HOME DEPOT	WRENCH/ DOOR HANDLE	\$176.48
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$93.75
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	CONSTRUCTION ADMINISTRATION AND INSPECTION	\$972.00
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2024 GIS MAINTENANCE	\$223.50
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	MISC SANITARY SEWER REPAIRS	\$805.50
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	VISU-SEWER, INC.	SANITARY SEWER CLEANING AND TELEVISION	\$3,478.55
SEWER SERVICE			<u>\$5,809.37</u>
STORM SWR CATCH BASIN REPAIR			
E 401-74075-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC CATCH BASIN REPAIRS	\$743.50
STORM SWR CATCH BASIN REPAIR			<u>\$743.50</u>
STORM WATER MGMT PLAN			
E 401-74097-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MS4 ASSISTANCE	\$4,827.25
STORM WATER MGMT PLAN			<u>\$4,827.25</u>
TRAILS EDGE COURT			
E 401-70615-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND BIDDING	\$1,727.62
TRAILS EDGE COURT			<u>\$1,727.62</u>
UNBUDGETED			
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	PROFESSIONAL SERVICE INDUSTRIE	ENGINEER SERVICES	\$2,450.00
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GENERAL SERVICES QUARRY/KWIK TRIP	\$2,673.00
UNBUDGETED			<u>\$5,123.00</u>
WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	FEBRUARY FSA	\$48.96
E 620-53700-653 MAINTENANCE OF METERS	MIDWEST FINISHING SYSTEMS, INC	SEED FOR SANDBLASTER	\$35.50
E 620-53700-653 MAINTENANCE OF METERS	MIDWEST METER INC	ORION MOBLE ENDPOINTS	\$29,760.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING PHOSPHORUS	\$27.53
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING BACTI	\$82.50
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING BACTI	\$82.50
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING BACTI	\$110.00

Account Descr	Search Name	Comments	Amount
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	IT SERVICES	\$93.75
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	MISC VALVE REPAIRS	\$2,475.50
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	WATER UTILITY SERVICE	\$692.50
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	SURVEY/ DRAFTING/ DESIGN	\$4,278.00
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	SCADA SERVICES	\$4,054.75
E 620-53700-678 HYDRANTS	RUEKERT & MIELKE	MISC HYDRANT REPAIRS	\$1,851.75
WATER UTILITY			<u>\$43,633.24</u>
WOODS DRIVE			
E 401-70610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DESIGN AND BIDDING	\$1,727.63
WOODS DRIVE			<u>\$1,727.63</u>
			<u>\$152,180.78</u>

VILLAGE OF HARTLAND
LICENSES AND PERMITS
February 26, 2024

New Class “B” Beer/“Class B” Liquor License

Applicant: SD Hartland Inc.
Location: 805 Cardinal Lane, Hartland, WI 53029
Agent: Manvir Singh

The following documents are complete and on file:

- Original Alcohol Beverage Retail License Application
- Auxiliary Questionnaire
- Schedule of Appointment of Agent

pd 9/13/24
 receipt # 253734

Form
 AT-106

**Original Alcohol Beverage
 License Application**

FOR CLERKS ONLY	
Municipality	
License Period	

License(s) Requested

- Class "A" Beer \$ 41.67 "Class A" Liquor \$ 208.33
- Class "B" Beer \$ _____ "Class B" Liquor \$ _____
- "Class C" Wine \$ _____ "Class A" Liquor (Cider Only) \$ 0
- Reserve "Class B" Liquor \$ _____ "Class B" (Wine Only) Winery \$ _____

License Fees	\$ <u>250.00</u>
Publication Fee	\$ <u>20.00</u>
Background Check	\$ _____
Total Fees	\$ <u>270.00</u>

Part A: Premises/Business Information		
1. Legal Business Name (registered entity name or individual's name if sole proprietorship) <u>SD Hartland Inc</u>		
2. Trade Name or DBA		
3. Premises Address <u>805 Cardinal Lane, Hartland, WI 53029</u>		
4. County <u>Waukesha</u>	5. Municipality	6. Aldermanic District
7. Mailing Address (if different from premises address) <u>502 Pratt Ave N, Schaumburg, IL 60194</u>		
8. FEIN <u>99-0673479</u>	9. Wisconsin Seller's Permit Number <u>456-1031557146-02</u>	
10. Premises Phone <u>574-904-2221</u>	11. Premises Email <u>Sdbusiness532@gmail.com</u>	
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary. <u>Beer case, convenience store</u>		

Part B: Questions	
1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please explain using the space below. Attach additional sheets if necessary.	

Part C: For Corporate/LLC Applicants Only	
1. State of Registration Wisconsin	2. Date of Registration 01-11-2024
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name of Parent Company	FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.	
5. Agent's Last Name SINGH	Agent's First Name MANVIR
Phone 574-904-2221	

Part D: Individual Information
 A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
singh	Sarwam	President	847-410-2139

Part E: Attestation

Who must sign this application?
 sole proprietor one general partner of a partnership one corporate officer one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 02-02-24
Name (Last, First, M.I.) Singh Sarwam	
Title President	Email sdbusiness532@gmail.com
Phone 847-410-2139	

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) (first name) (middle name)	
Singh Sarwan	
Home Address (street/route)	Post Office City State Zip Code
15482 Bryanton Ct	Garnager IN 46530
Home Phone Number	Age Date of Birth Place of Birth
847-410-2139	54 11/16/1970 India

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- officer of SD Hartland, Inc
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? —
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale License or Permit) (Address by City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
No Previous Employers			
Employer's Name	Employer's Address	Employed From	To
Been in Business			

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



(Signature of Named Individual)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Hartland County of Waukesha
 City

The undersigned duly authorized officer/member/manager of SD Hartland Inc
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

located at 805 Cardinal Lane, Hartland, WI 53029
(Trade Name)

appoints Manvir Singh
(Name of Appointed Agent)
905 e 10th st Brodhead, WISCONSIN 53520
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 1 yr approx

Place of residence last year Wisconsin

For: SD Hartland Inc
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Manvir Singh, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 02-02-24 Agent's age 23
(Signature of Agent) (Date)

905 e 10th st, Brodhead, WI 53520 Date of birth 01/23/2001
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 02/15/24 by [Signature] Title Police Chief
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

424001541

Serving Alcohol



is proud to present this certificate to
Manvir Singh
for successful completion of the online course

Wisconsin Alcohol Seller/Server Course

- PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES:
- CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
 - OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
 - RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
 - DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND REGARD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
 - ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

Verify online at
servingalcohol.com

Verification Code
YX1U0oZpI

Date Issued
Jul 10th, 2023

VALID FOR 2 YEARS

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5, Wis. Stats.

This is not a Wisconsin operators/bartenders license.
This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.
Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: Manvir Singh

Certification Date: Jul 10th, 2023

Certificate Code: yX1U0oZpI

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Certified Survey Map

All of Lot 19 and the Southerly 10 feet of Lot 18 of Plat of Re-Survey of Lots 7,8,11,13,15,16,18-24 of the Continuation of the Plat of Blat'z Oakwood Grove being part of the The Southwest 1/4 of the Northwest 1/4 of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin

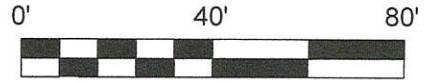


NW 1/4 SEC. 14, T7N, R18 E

■ NW Cor. NW 1/4, Sec. 14, T7N, R18E
Conc. Mon. W/ Brass Cap

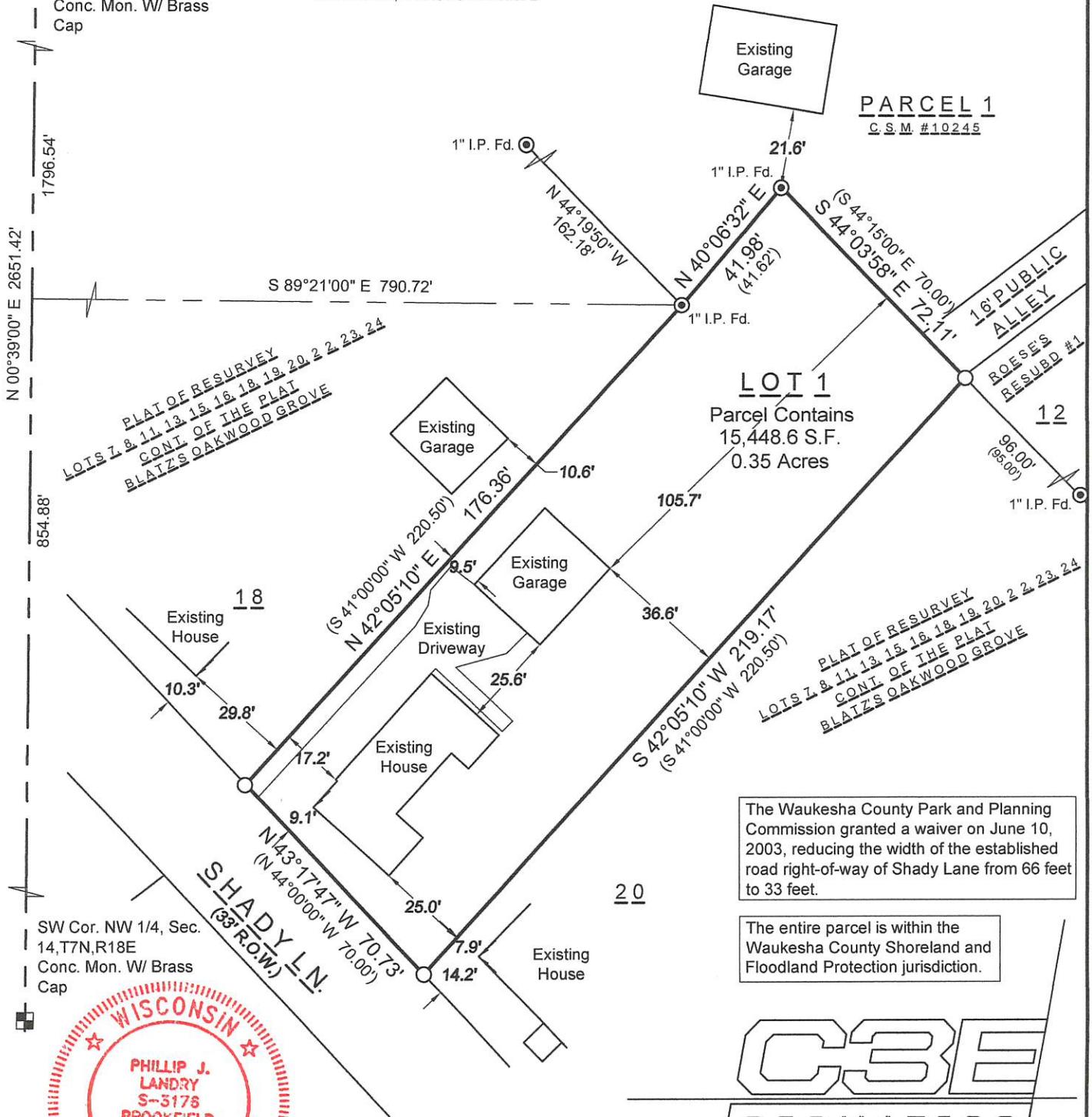
LEGEND

- 3/4"X18" IRON ROD SET
1.50Lbs./LINEAL FOOT
- ⊙ MONUMENT FOUND AS NOTED
(Measured Outside Diam.)
- () INDICATES RECORDED AS
DISTANCES ARE MEASURED TO THE
NEAREST HUNDREDTH OF A FOOT



Prepared For:
Jacob M Roy
W298N2808 Shady Ln
Pewaukee, WI 53072-4211

HORIZONTAL DATUM IS BASED ON C.S.M. No. 10405 WEST LINE OF THE NW 1/4 OF SEC. 14, T7N, R18E OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), AND ALL BEARINGS ARE REFERRED TO GRID NORTH, BEARS AS N 00°39'00" E

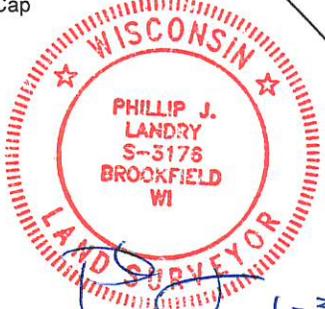


N 00°39'00" E 2651.42'
1796.54'
854.88'

PLAT OF RESURVEY
LOTS 7, 8, 11, 13, 15, 16, 18, 19, 20, 22, 23, 24
CONT. OF THE PLAT
BLATZ'S OAKWOOD GROVE

The Waukesha County Park and Planning Commission granted a waiver on June 10, 2003, reducing the width of the established road right-of-way of Shady Lane from 66 feet to 33 feet.

The entire parcel is within the Waukesha County Shoreland and Floodland Protection jurisdiction.



Revised 06-05-23
Revised 04-12-23
Revised 10-26-22



260 Regency Court • Lower Level
Brookfield, WI 53045 • (262) 312-1034
c3egeomatics.com

1-30-24

Certified Survey Map

All of Lot 19 and the Southerly 10 feet of Lot 18 of Plat of Re-Survey of Lots 7,8,11,13,15,16,18-24 of the Continuation of the Plat of Blatz Oakwood Grove being part of the The Southwest 1/4 of the Northwest 1/4 of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE:

I Phillip J. Landry, Professional Land Surveyor, do hereby certify:

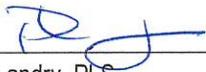
That I have surveyed, Divided and mapped a parcel of land located in a part of the NW ¼ of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, Parcel now being more particularly bounded and described and follows:

Commencing at the Southwest Corner of the aforementioned NW 1/4, thence N 00°39'00" E along the West line of said NW 1/4, 854.88 feet; thence S 89°21'00" E along a line perpendicular to said West line of said NW 1/4, 790.72 feet to a 1" Iron Pipe being the Southwest Corner of Certified Survey Map No. 10245 and also being the Point of Beginning; thence N 40°06'32" E along the southeasterly line of said Certified Survey Map, 41.98 feet to a 1" Iron Pipe Found marking a corner of said Certified Survey Map; thence along the southwesterly line of said Certified Survey Map, S 44°03'58" E, 72.11 feet to the Northeast Corner of Lot 19 of the Plat of Resurvey of Lots 7, 8, 11, 13, 15, 16, 18, 19, 20, 21, 22, 23, and 24 of the Continuation of the Plat of Blatz's Oakwood Grove, said Northeast Corner lies N 44°03'58" W, 96.00 feet of a 1" Iron Pipe Found; thence S 42°05'10" W along the southeasterly line of said Lot 19, 219.17 feet to the Southeast Corner of said Lot 19 and being the Northerly line of Shady Lane, thence N 43°17'47" W along said northerly line of Shady Lane, 70.73 feet; thence N 42°05'10" E, 176.36 feet to the point of beginning of this description.

The gross area of said parcel contains 15,448.6 Square feet more or less or 0.35 Acres of land more or less.

That I have made such survey, land division and map by the direction of Jacob M Roy, owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes, the subdivision ordinance of Waukesha County, and the Platting ordinance of the Town of Delafield and the Village of Hartland in surveying, dividing and mapping same.

Dated this 30th day of JANUARY, 20 24.


Phillip J. Landry PLS
Professional Land Surveyor S-3176

BASEMENT RESTRICTION - GROUNDWATER

The lands that are a part of this Certified Survey Map are located in an area with mapped soils that may contain seasonal high groundwater. The Waukesha County Shoreland and Floodland Protection Ordinance currently requires that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any future proposed residence will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland and Floodland Protection Ordinance, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Delafield must also be complied with.



1-30-24

Revised 06-05-23
Revised 04-12-23
Revised 10-26-22

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor, S-3176 on this 25th day of April, 2022



Sheet 2 of 4

Job# 22037



January 16, 2024

To : Ryan Bailey, Village of Hartland

From: Kristyn Smith, Hartland Business Improvement District

Subject: Downtown Hartland Art Installation

The Hartland Business Improvement District has partnered with Arrowhead High School Warhawk Manufacturing to try to bring some new and exciting art installations downtown. The students are handling this project from conception to installation, and we are really excited about it and the potential it has for increasing traffic Downtown. Art installations invigorate public spaces. They bring fresh energy, add uniqueness, and communities all over are embracing these interactive photo opportunities. Our streetscapes provide the perfect backdrop for sculptures and street art.

Per the Wisconsin Economic Development Corporation, "Main Street districts across America are learning that whimsical and offbeat installations (art, signage, alleys, seating, etc.) can fit well in historic surroundings. They can add vibrancy and interest to an area. In fact, people have come to expect commercial districts to have a touch of the quirky and odd, not just the traditional or staid developments of earlier decades. It is important to add these whimsical touches in a way that does not detract from, or even destroy, the overall historic character."

The students have come up with a fantastic, universally appealing sculpture to kick off what will hopefully be the first of many art installations in Downtown Hartland. The students are ready to present their conceptual design to the Village Board for approval. We think the emoji-style heart will add a touch of whimsy and bring people Downtown for photo opportunities, after a date night, weddings, prom, and beyond. We are eager to share the design with the Village Board and hear their feedback.

Sincerely,

Kristyn Smith
BID Director

The background is a dark blue-grey color with various geometric patterns and shapes in orange and white. There are circles of different sizes, some with dotted interiors, hexagons, and triangles. Some shapes are solid, while others are outlines. There are also horizontal and vertical dotted lines.

Hartland Sculpture Presentation

Village Board - 1/22/24



Project Members

01. Pack Davis

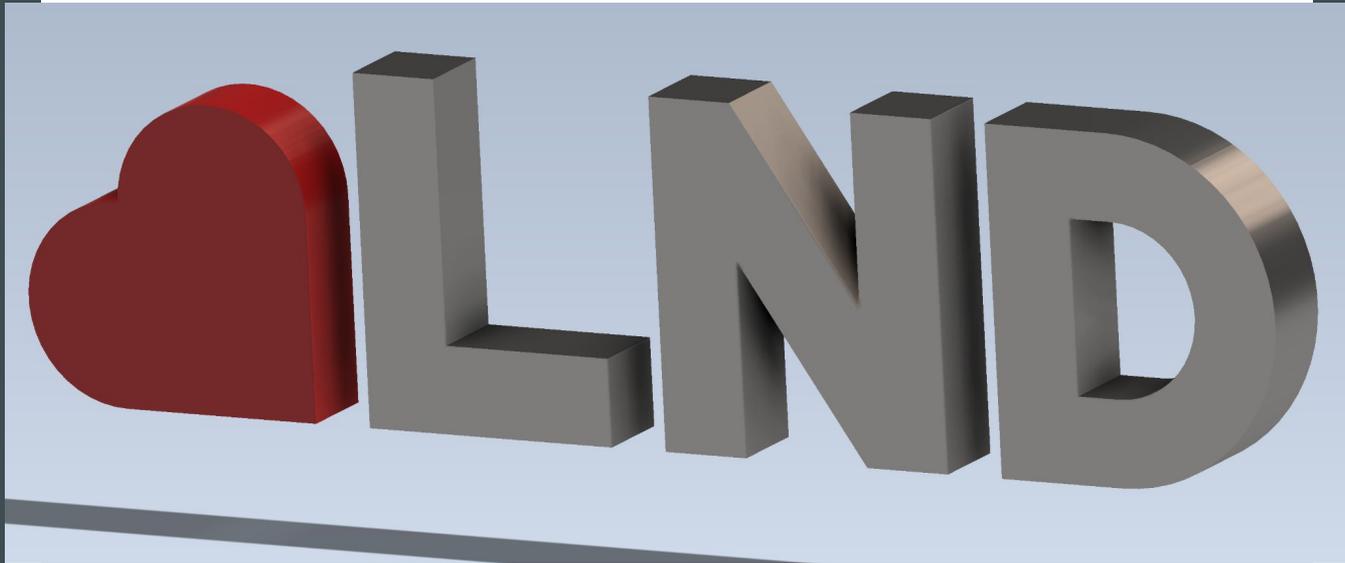
02. Nicole Boudreau

03. Matthew Schmieding

Faculty : Mr. Jeff Luetschwager



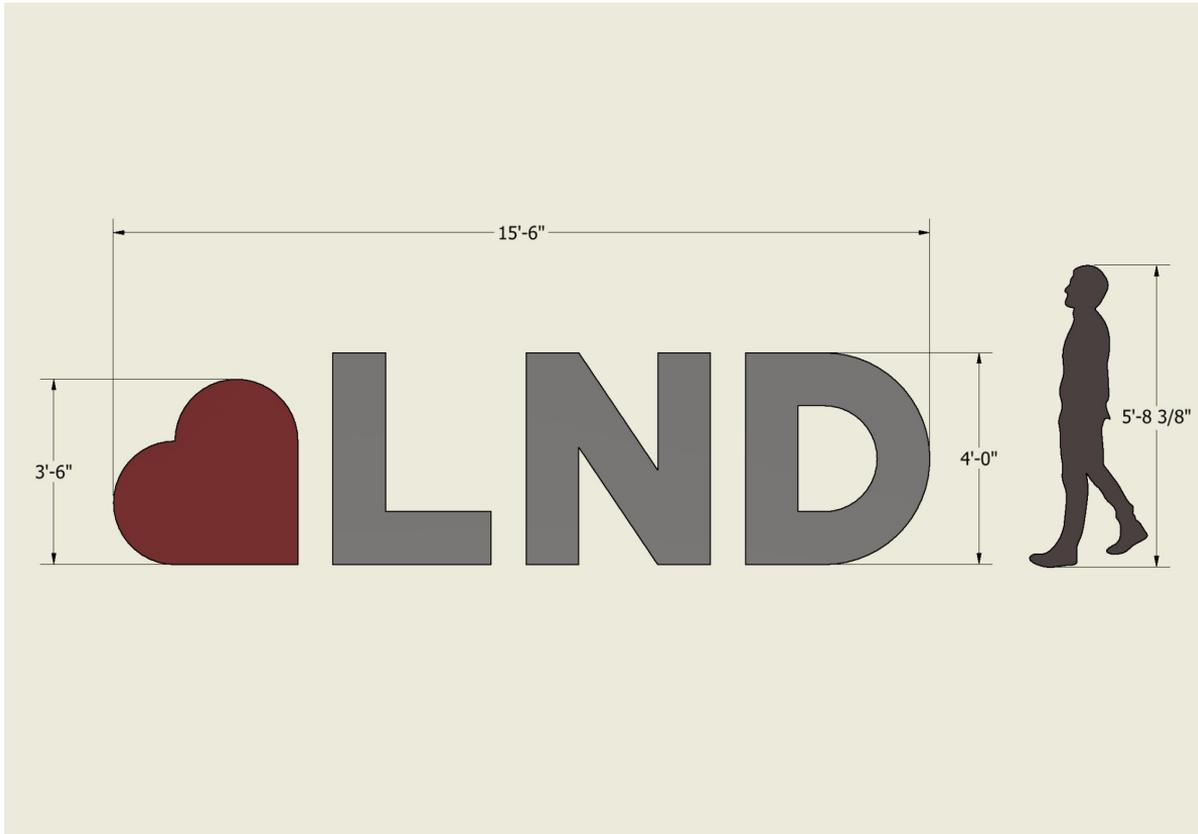
The Design



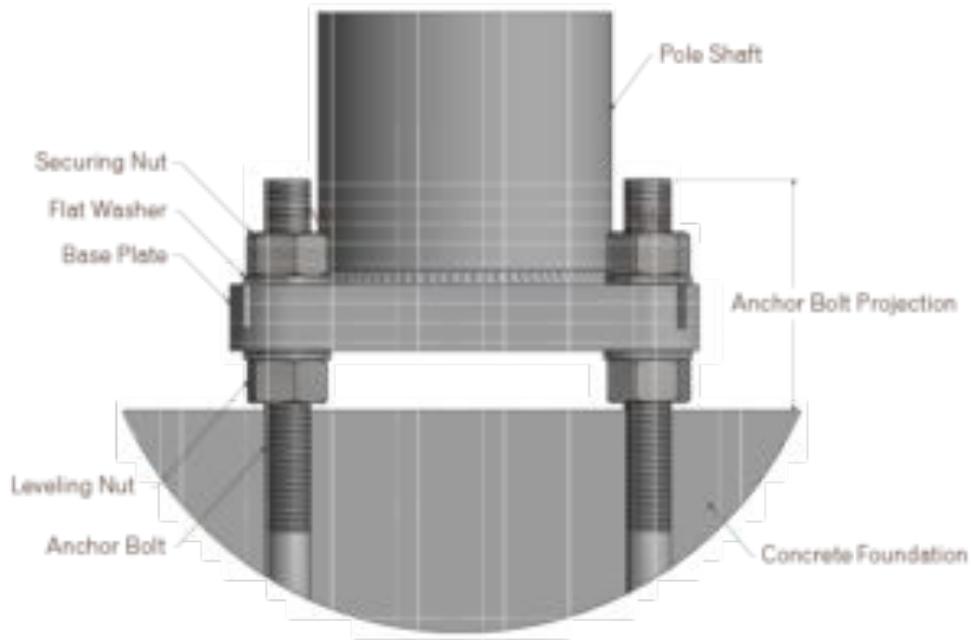
***All letters have depth of 8 -12"



Dimensions of Sculpture



Bolted Mounting Method



- 4 bolts per letter running through letters into the ground
- Allows for movement of sculpture if needed in the future

Lighting of the Sculpture





Production

Project will be produced by Warhawk Manufacturing students after engineering is completed in coming weeks

Materials and Cost

- Letters to be constructed from stainless steel
 - Welded joints
- Red powder coat paint for the heart

Final Arrowhead cost expected around \$7,300:

- 12 sheet of 11 ga. 4' x 4' Stainless Steel ($\$425 \text{ each} \times 12$) = \$5,100
 - 3 letters and 1 heart
- Powder Coat = \$550
- TIG Welding consumables = \$240
- Grinding consumables = \$200
- Labor (120 hours x \$10) = \$1,200
- Note that this excludes site preparation

Potential Sites

Site 01

Site 02

Site 03

Site 01



Red line is roughly 25 ft.



White line is 20 ft.



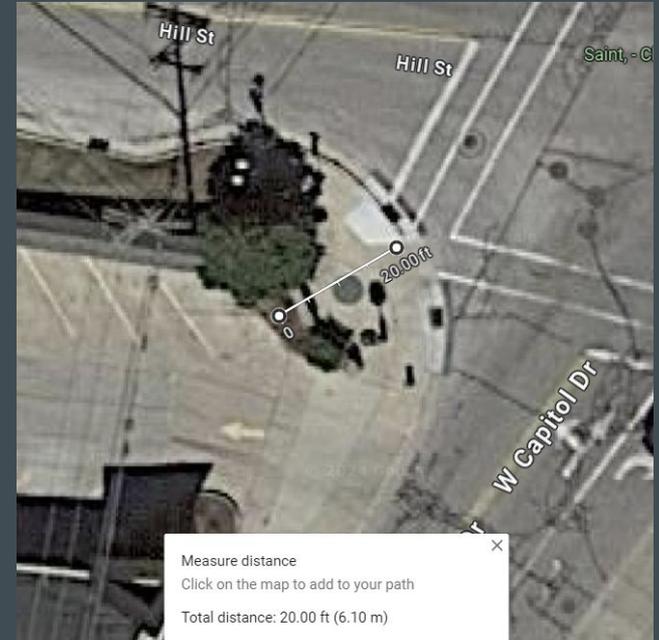
Site 02

Preferred site based on photo distance requirements

Red line is roughly 25 ft.



White line is 20 ft.



Site 03

Site not desired due to photo taking hazards

Red line is roughly 40 ft.

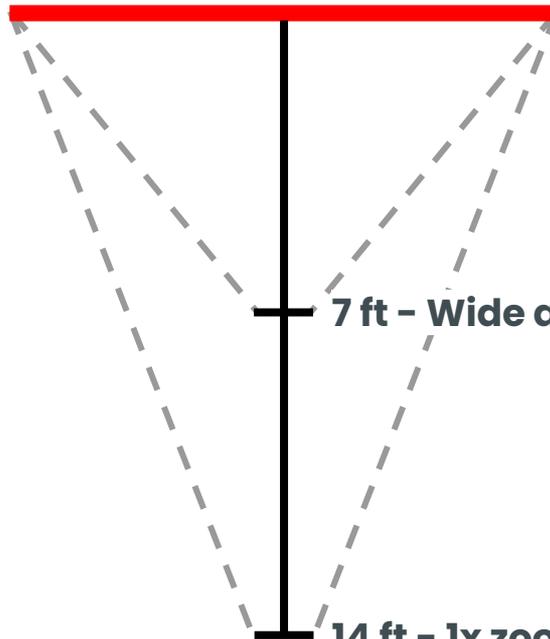


White line is 15 ft.



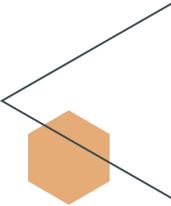
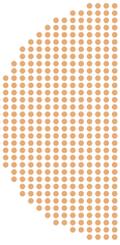
Photo Taking Distances

Expected sculpture width
16 ft



7 ft - Wide angle photo

14 ft - 1x zoom photo





★ Received ★

DEC 19 2023

PETITION FOR CONDITIONAL USE

\$150 REVIEW FEE DUE AT TIME OF APPLICATION PLUS \$300 PROFESSIONAL FEE DEPOSIT

Property Owner <u>RICK REINDERS</u>	
Business Name <u>Performance pickleball of Wisconsin</u>	
Business Owner <u>WILLIAM EAST</u>	
Address <u>528 E INDUSTRIAL DRIVE, HARTLAND WI, 53029</u>	
Contact Person <u>WILLIAM EAST</u>	Phone <u>(414)514-6294</u>
Key No. HAV <u>4713#</u>	Email <u>Willeastpickleball@gmail.com</u>

The Plan Commission meets on the third Monday of the month at 6:30 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

The deadline for filing is a minimum of fifteen (15) working days before the meeting.

All of the requested information must be received prior to the deadline in order to be placed on the agenda. Village Plan Review Staff has been directed to delay placement on the Plan Commission Agenda based on incomplete submittals.

State present use of property and basic information on the intended use:

The property / Leased space is intended for people to play indoor pickleball. We are a current one court facility, with the goal to expand into 2 courts at a later date.

Additional documents and materials must be submitted addressing the requirements described in Article IV of the Hartland Zoning Code regarding Conditional Uses.

All applications for consideration by the Plan Commission are subject to the policies described in this document.

Petitioner Signature <u>W. East</u>	
Print Name <u>12/07/23</u> <u>WILLIAM EAST</u>	Date <u>12/07/23</u>

OFFICE USE ONLY:

Date Applied: <u>12/19/23</u>	Date of Meeting: <u>1/15/24</u>	Return Comments by:
-------------------------------	---------------------------------	---------------------

Permit Fee:	\$75
Refundable Occupancy Deposit:	\$500
(Refundable Deposit Returned Upon Release by Building Inspector)	
Total Due:	\$575
Date Paid:	_____
Receipt No.:	_____

<p>VILLAGE OF HARTLAND</p> <p>BUSINESS OCCUPANCY</p> <p>PERMIT APPLICATION</p>
--

- Please Note that operation of business is not allowed until occupancy permit application has been approved.
- Allow approximately 5 working days for review.

After an occupancy permit application has been received and an occupancy inspection has been completed by the building inspection department, an occupancy letter will be sent to the applicant listing all violations. **An occupancy permit will be issued when all violations have been corrected.**

A conditional occupancy permit can be requested by the prospective occupant, if no life-safety violations exist as determined by the building inspection department.

If the conditional occupancy permit is issued, the applicant agrees to have all violations corrected within forty five (45) days. A reinspection will be scheduled after 45 days to check for compliance. If any violations exist, a penalty of \$25.00 per day will be assessed until all violations are corrected.

The \$500 Refundable Occupancy Deposit will be returned upon release by the Building Inspector.

BUSINESS OCCUPANCY
PERMIT APPLICATION
PAGE 3

The names and amounts of any noxious or hazardous substances or fumes that may be created, stored, or used on the site: NA

Describe or sketch area for storage of above substances and any other high fire hazard areas: NA

Fire extinguisher size, type, and quantity: 1 ~~extinguisher~~ next to the exit of the building

Is there a fire sprinkler system: YES

Is there an alarm system: NO

Heating type and location: Gas "North west of building"

Describe or sketch gas shut off location: _____

Describe or sketch electric shut off location: _____

Describe or sketch fire sprinkler shut off location: Sprinklers mount in ceiling

Attach a sketch of the area of the building to be used for this business unless all of building is to be used. _____

Please note that operation of a business is not allowed until the occupancy permit application has been approved.

You may need to attach additional pages to this application.

If you have questions call Building Inspector at 262-367-4744.

Incomplete applications will not be approved.

Applicant's Signature: [Signature] Date: 11/13/23

FOR OFFICE USE ONLY

ZONING DEPARTMENT/BUILDING INSPECTION DEPARTMENT	
Zoning Classification:	
Zoning Approved:	By: _____
Application Approved:	
Permit Number:	
Notes/Conditions:	

FIRE DEPARTMENT	
Site Approved:	By: _____
Notes/Conditions:	

The Hartland Police Department is updating our records for all the businesses in the Village of Hartland. Please provide the information below needed for emergency and after hours contacts for your business. Feel free to add any other pertinent information that would better assist us in dealing with your business needs.

HARTLAND POLICE DEPARTMENT BUSINESS/KEY HOLDER UPDATE

BUSINESS NAME: Performance Pickleball of Wisconsin
ADDRESS: 528 E Industrial Drive, 53029,
PHONE: (414) 514-6294

EMERGENCY AFTER HOURS KEY HOLDERS:

NAME: WILLIAM J EAST
ADDRESS: B21 3856 Park Hill Drive, Pewaukee, 53072, WI
PHONE: (414) 514-6294
CELL PHONE: "

NAME: Ian Bennett
ADDRESS: _____
PHONE: (317) 200-5445
CELL PHONE: "

NAME: Cory East
ADDRESS: 3856 Park Hill Drive, Pewaukee, 53072, WI
PHONE: (262) 352-0682
CELL PHONE: "

Please complete and return to the Hartland Police Department by mail:
210 Cottonwood Avenue
Hartland, WI 53029

Or by FAX: 262-369-2224

Thank you for your cooperation.

PPW Executive Summary:

Business Name:

Performance Pickleball of Wisconsin

Mission:

At [Your Pickleball Club Name], our mission is to cultivate a dynamic and inclusive community centered around the exhilarating sport of pickleball. We are dedicated to providing an inviting space for players of all ages and skill levels, fostering a sense of camaraderie, wellness, and enjoyment through organized play, engaging events, and expert coaching.

Vision:

We envision PPW as the go-to destination for pickleball enthusiasts, creating an environment where passion for the sport thrives. Our vision includes establishing a vibrant hub that not only promotes physical activity but also builds lasting connections and a shared love for the game.

Unique Selling Proposition (USP):

At the heart of our club is a commitment to excellence, offering:

- a. State-of-the-art facilities equipped with top-quality pickleball courts.
- b. A diverse range of programs catering to beginners, intermediate players, and seasoned professionals.
- c. Community-focused events and social gatherings to enhance the overall pickleball experience.
- d. Expert coaching services to elevate players' skills and enjoyment of the game.

Market Positioning:

PPW stands out by blending passion for pickleball with a dedication to inclusivity and community engagement. Our club is positioned as the premier choice for those seeking not only a place to play pickleball but also a welcoming community where friendships flourish and healthy competition thrives.

Revenue Model:

Our revenue streams encompass:

- a. Membership fees, offering various packages with distinct benefits.
- b. Court rental fees for individual and group play.
- c. Lessons and coaching services for players seeking skill development.
- d. Tournaments and events, providing competitive and social platforms.
- e. Concession stand offerings, including snacks and merchandise.

Financial Projections:

The financial forecast anticipates sustainable growth through strategic marketing, membership retention, and the continuous expansion of our offerings. Initial investment will be allocated for facility setup, marketing initiatives, and operational expenses.

Business Plan

Business Name:

Performance Pickleball of Wisconsin

Mission Statement

To create a vibrant and inclusive pickleball community that fosters fitness, friendship, and fun through organized play, lessons, and events.

Vision Statement:

To be the premier destination for pickleball enthusiasts of all skill levels, providing a welcoming and supportive environment for players to enjoy the sport and build lasting connections.

Business Model:

- Membership fees
- Court rental fees
- Pickleball equipment sales
- Lessons and coaching services
- Tournaments and events
- Concession stand

Business Description:**Location:**

528 E Industrial Drive, Hartland, WI, 53029

Target Market:

Pickleball players of all ages and skill levels, including beginners, intermediate, and advanced players. Additionally, families, fitness enthusiasts, and seniors looking for a social and active community.

Unique Selling Proposition (USP):

Our club distinguishes itself through:

- State-of-the-art facilities
- Diverse programs for players of all levels
- Community engagement and social events
- Professional coaching services

Services and Products:

1. Court Rentals
 - a. Hourly court rentals for individual and group play.
2. Membership Packages
 - a. Basic, Premium, and Family Memberships with varying benefits.
3. Lessons and Coaching
 - a. Private and group lessons for players of all skill levels
 - b. Coaching programs for competitive players.
4. Tournaments and Events
 - a. Regular tournaments for members and the broader community
 - b. Social events, mixers, and themed nights.
5. Concession Stand
 - a. Healthy snacks, refreshments, and merchandise.

Marketing Strategy:

1. Online Presence:

a. Website:

- a. Develop a user-friendly website with easy navigation.
- b. Include information on memberships, court rentals, events, and coaching services.
- c. Optimize for search engines (SEO) to improve online visibility.

b. Social Media:

- a. Establish and maintain active profiles on platforms like Facebook, Instagram.
- b. Share engaging content, including gameplay highlights, member spotlights, and upcoming events.
- c. Run targeted ads to reach local pickleball enthusiasts.

c. Online Booking System:

- a. Implement a convenient online booking system for court reservations.
- b. Encourage members to book courts and services through the website for seamless experiences.

2. Local Partnerships:

a. Schools and Community Centers:

- a. Collaborate with local schools to introduce pickleball to students.
- b. Offer pickleball programs in community centers to attract new players.

b. Local Businesses:

- a. Partner with local businesses for cross-promotions and shared marketing efforts.
- b. Offer exclusive discounts for patrons of partnering businesses.

3. Events and Promotions:

a. Open House:

- Host an opening event or open house to introduce the club to the community.
- Offer free court time, lessons, and special promotions for new members.

b. Referral Programs:

- Incentivize current members to refer new players with discounts, free lessons, or merchandise.
- Create a tiered reward system for higher levels of referral engagement.

c. Social Media Challenges:

- Launch creative challenges on social media platforms to encourage member participation.
- Offer prizes for the best videos, photos, or stories related to pickleball.

4. Content Marketing:

a. Blogs and Articles:

- Publish informative blogs and articles about pickleball tips, techniques, and the benefits of the sport.
- Share success stories and testimonials from club members.

b. Video Content:

- Create engaging video content for platforms like YouTube and Instagram.
- Feature tutorials, player interviews, and behind-the-scenes glimpses of club life.

5. Community Engagement:

a. Local Events and Festivals:

- Participate in local events and festivals to increase brand visibility.
- Set up booths, conduct demonstrations, and distribute promotional materials.

b. Charity Events:

- Organize or participate in charity events to showcase the club's community involvement.
- Donate a percentage of proceeds to a local cause.

6. Membership Promotions:

a. Early Bird Specials:

- i. Offer discounts or exclusive benefits for early sign-ups and renewals.
- ii. Create a sense of urgency to drive early membership commitments.

b. Bundle Packages:

- i. Introduce package deals that combine membership, lessons, and court rentals at a discounted rate.
- ii. Appeal to both new and experienced players with tailored packages.

7. Customer Relationship Management (CRM):

a. Member Surveys:

- Regularly collect feedback through surveys to understand member preferences.
- Use insights to enhance services, facilities, and overall member experience.

b. Email Marketing:

- Build a mailing list for targeted email campaigns.
- Share updates, promotions, and exclusive offers with club members.

By implementing this comprehensive marketing strategy, [Your Pickleball Club Name] aims to establish a strong brand presence, attract new players, and foster a vibrant pickleball community. Regularly analyze the effectiveness of marketing efforts and adapt strategies based on member feedback and market trends.

Operating Expenses

1. Facility Costs:

- a. Rent/Mortgage: [\$2000 per month]
- b. Utilities: [\$200 per month]
- c. Maintenance Fund: [\$200 per month] (for ongoing upkeep and repairs)

2. Marketing and Promotion:

- a. Advertising:** [\$50 per month]
 - b. Collaborations and Partnerships: [\$50 per month]
3. Equipment and Maintenance:
- a. Pickleball Equipment:** [\$0 for initial setup]
 - b. Court Maintenance:** [\$50 per month]
4. Insurance:
- a. Liability Insurance:** [\$140 per month]
5. Miscellaneous:
- a. Contingency Fund:** [\$200 per month]
 - b. Software and Technology:** [\$300 per month]

Total Monthly Operating Expenses: [\$3,190]

Funding Requirements:

1. Initial Setup:
- Facility Setup:[\$16,000]
 - Marketing Launch:[\$1,000]
2. Working Capital:
- a. Operational Expenses: [\$500]
 - b. Equipment Reserves: [\$0]

Note:

- All figures are estimates and subject to change based on actual market conditions and operational needs.
- Monthly expenses may vary based on factors such as seasonal fluctuations, special events, and unexpected repairs.
- Regular financial reviews will be conducted to assess and adjust the budget as needed.

This operating expenses summary provides a comprehensive overview of the anticipated costs associated with running PPW. Regular monitoring and adjustments will be made to ensure financial sustainability and the club's continued success.

Revenue Streams:

1. Membership Fees:
 - a. Different tiers with varying benefits.
2. Court Rentals:
 - a. Hourly rates for court bookings.
3. Lessons and Coaching:
 - a. Fee-based lessons and coaching services.
4. Tournaments and Events:
 - a. Registration fees for tournaments and events.
5. Concession Stand:
 - a. Revenue from snack and merchandise sales.

Funding Requirements:

Outline any funding requirements for initial setup costs, marketing, and operational expenses.

Future Growth:

Expansion Plans:

1. Additional Facilities:
 - a. Consider expanding to more locations or increasing court capacity.
2. Partnerships and Sponsorships:
 - a. Forge partnerships with pickleball equipment brands and seek sponsorships for events.
3. Online Presence:
 - a. Expand online offerings, such as virtual lessons and tournaments.
4. Community Outreach:
 - a. Develop outreach programs in schools and senior centers to grow the pickleball community.

By implementing this comprehensive business plan, Performance Pickleball of Wisconsin aims to become a thriving hub for pickleball enthusiasts, contributing to the growth and popularity of the sport in the local community.

PARKING RULES

7 STALLS PER 1,000 SF PRIMARY FLOOR AREA

2 STALLS PER DWELLING UNIT

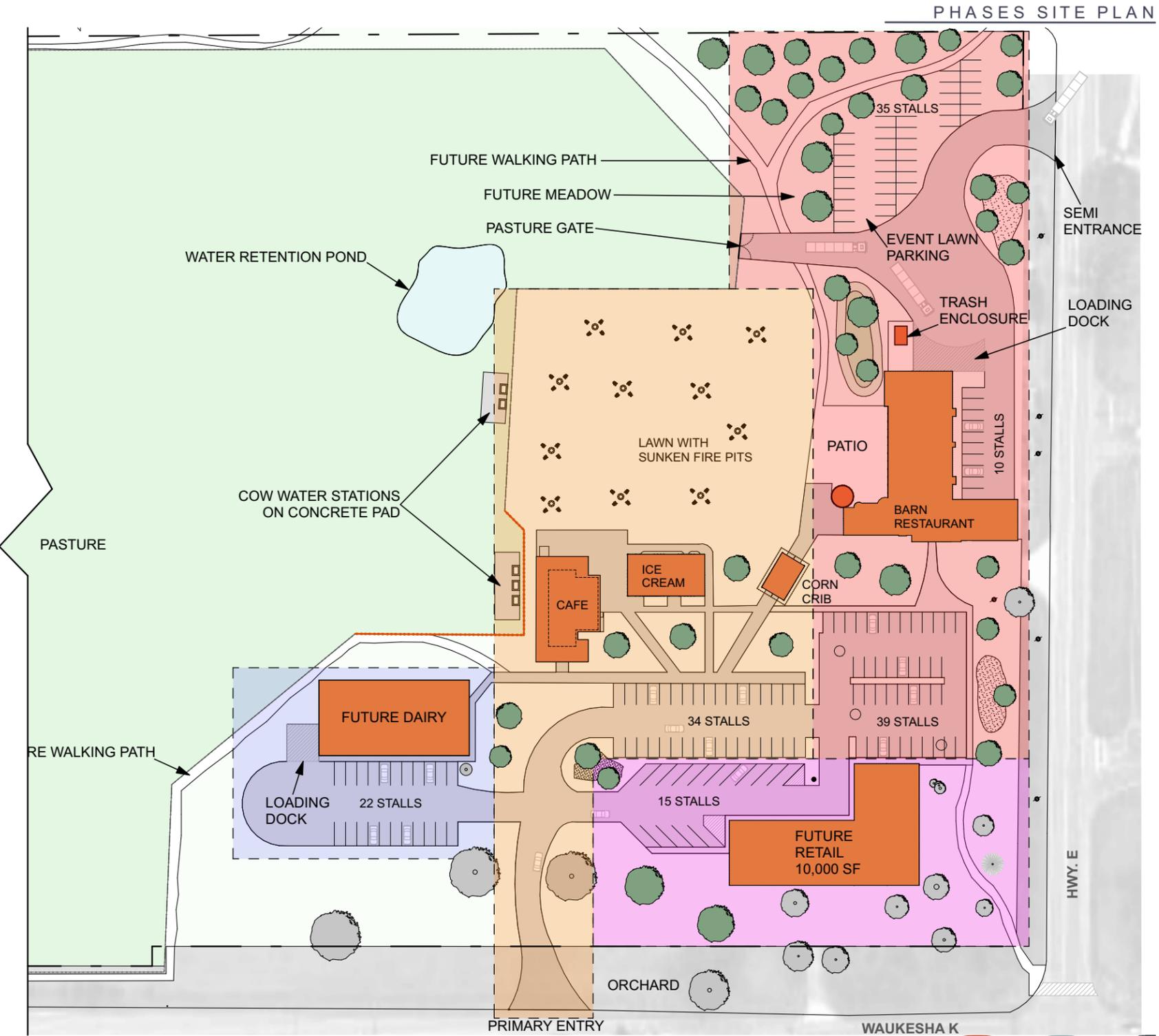
1 STALL PER EMPLOYEE

- PHASE 1**
- 2 DWELLING UNITS STALLS: **4**
- ICE CREAM SHOP (1,303 SF) STALLS: **9**
- COFFEE SHOP (2,082 SF) STALLS: **14**
- TOTAL STALLS REQUIRED ON SITE: **27**
- TOTAL STALLS PROVIDED ON SITE: **34**

- PHASE 2**
- BARN RESTAURANT (4,437 SF) REQUIRED STALLS: **31**
- MARKET/RESTAURANT EVENT (6,630 SF) REQUIRED STALLS: **46**
- TOTAL STALLS REQUIRED ON SITE: 27 + 31 + 46 = **104**
- TOTAL STALLS PROVIDED ON SITE: 49 (NEW) + 35 (NEW EVENT) + 34 (EXISTING) = **118**

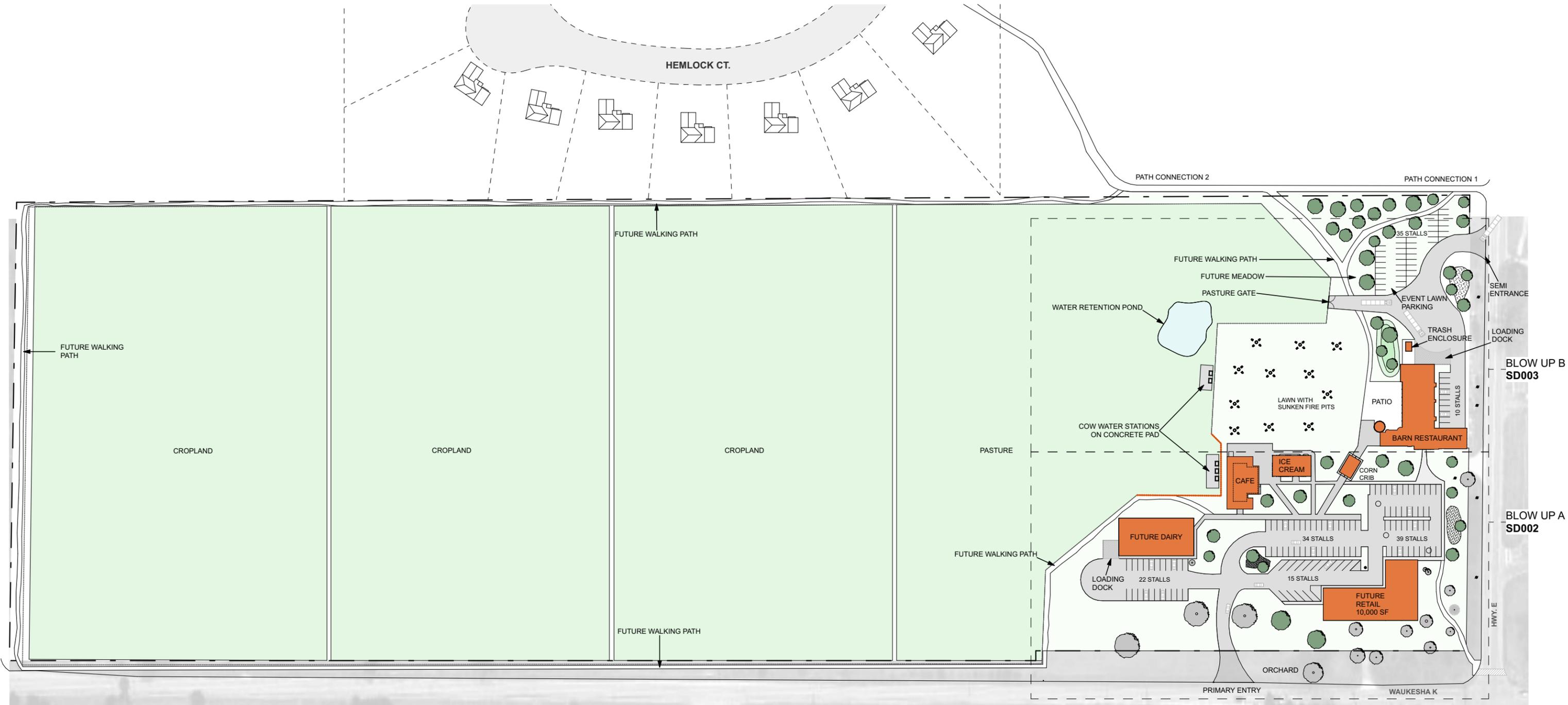
- PHASE 3**
- DAIRY REQUIRED STALLS: **5**
- TOTAL REQUIRED STALLS ON SITE: 104 + 5 = **109**
- TOTAL STALLS PROVIDED ON SITE: 22 (NEW) + 118 (EXISTING) = **140**

- PHASE 4**
- RETAIL (8,000 SF) REQUIRED STALLS: **56**
- TOTAL STALLS REQUIRED ON SITE: 109 + 56 = **165**
- TOTAL STALLS PROVIDED ON SITE: 15 (NEW) + 140 = **155**



1 SITE PLAN PHASES
SD000





NORTH

1
SD001

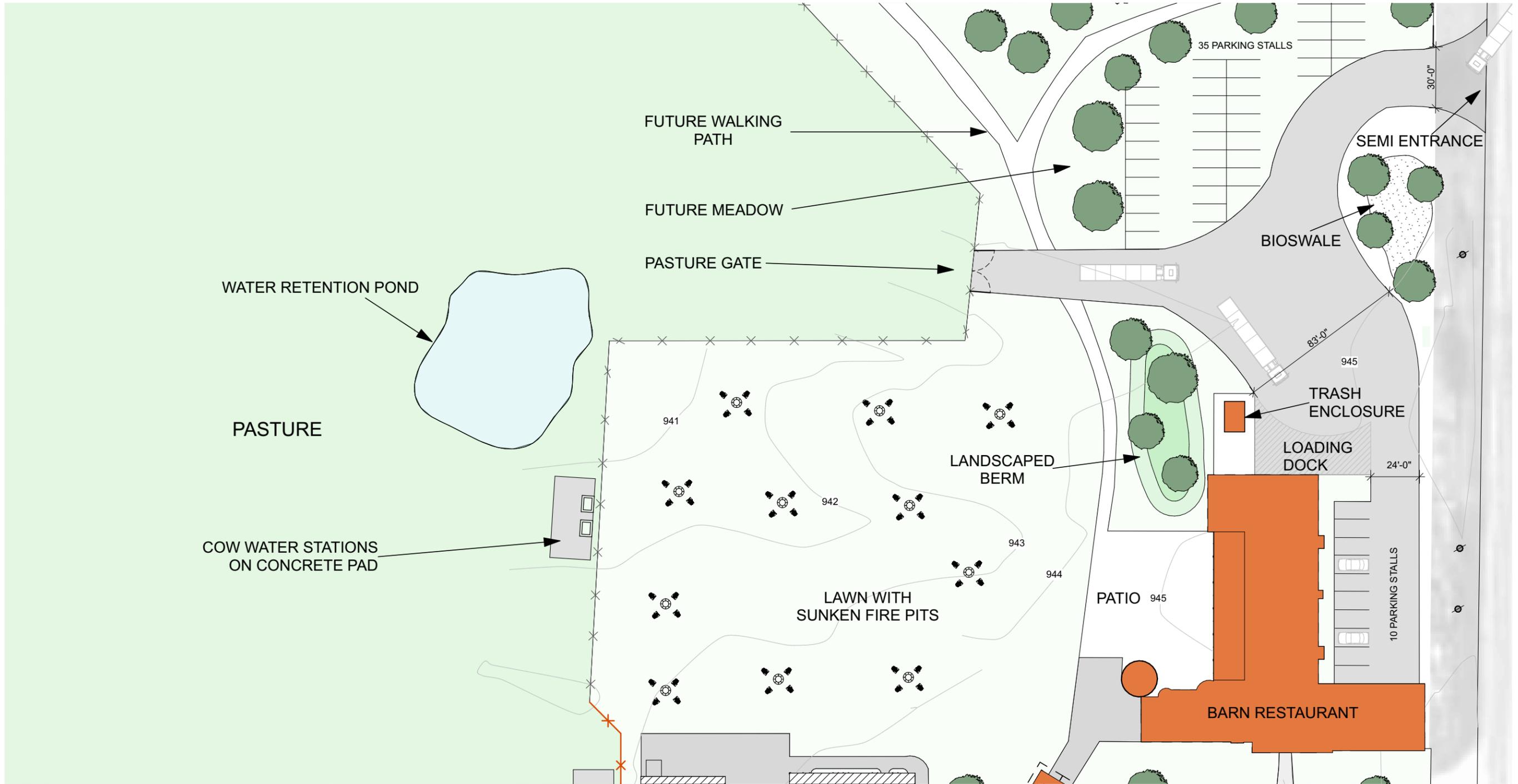
SCHEMATIC SITE PLAN



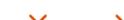
EXISTING TREE

NEW TREE TO BE PLANTED

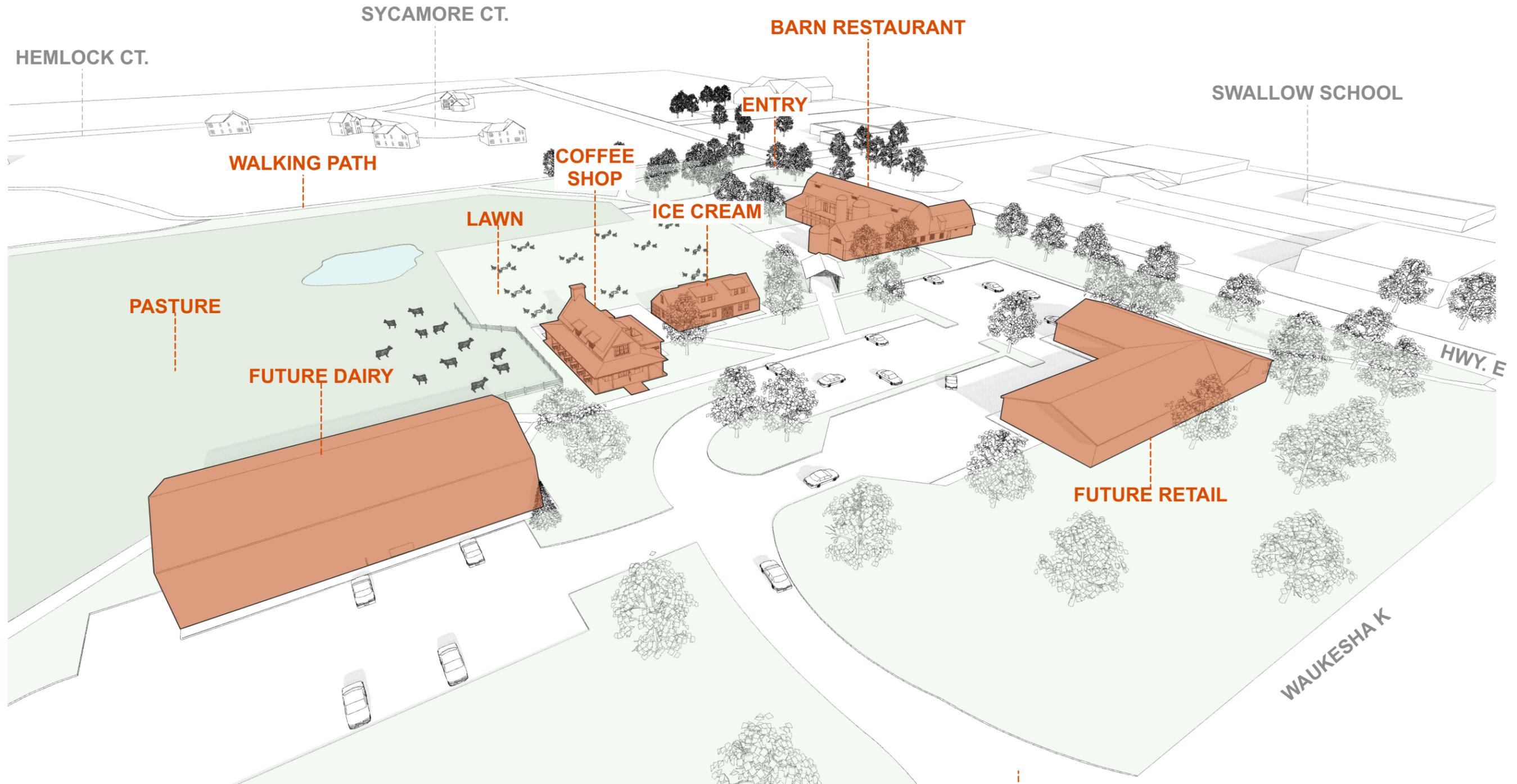




 NORTH
 1 SD003
SITE PLAN BLOW UP B
 SCALE: 1" = 50'

-  EXISTING FENCE
-  NEW FENCE TO BE BUILT
-  EXISTING TREE
-  NEW TREE TO BE PLANTED





1 OVERVIEW LOOKING NE
SD700

PRIMARY ENTRY





1 DRIVeway APPROACH LOOKING AT CAFE ENTRANCE
SD701



2 PARKING LOT LOOKING AT ICE CREAM SHOP ENTRANCE
SD701



3 PASTURE LOOKING OVER PATIO
SD701



Department of Building Inspection

PERMIT # _____

APPLICATION FOR BUILDING PERMIT

210 Cottonwood Avenue • Hartland, WI 53029 • Phone (262) 367-4744 • Fax (262) 367-2430

JOB LOCATION 313 Circle Drive

LOT _____ BLOCK _____ SUBD _____ TAX KEY HAY 0427995

OWNER ST CHARLES CONGREGATION PHONE 262-367-0800 FAX _____

ADDRESS 313 Circle Dr. CITY, STATE, ZIP Hartland, WI 53029

CONTRACTOR _____ PHONE _____ FAX _____

ADDRESS _____ CITY, STATE, ZIP _____

When permit is ready notify: Contractor Owner By: Mail Phone Fax

Project Description: The project involves an addition to the building for an attached garage and storage area. There is also a new dumpster enclosure to replace the existing enclosure that will be removed.

Current principal use of property Church/school

Proposed principal use of property Church/school

Width _____ Length _____ Sq. Ft. _____ Height _____ Cu. Ft. _____

Estimated cost of above job(s) \$ 300,000 \$ _____ \$ _____

State Approval _____ Date _____

Class of Construction _____ Sprinkler _____ Stories _____

TO THE BUILDING INSPECTOR: The undersigned hereby applies for a permit to do work herein described according to the plans and specifications filed herewith and located as shown on this application. The undersigned agrees that such work will be done in accordance with the said description, plans and specifications and in compliance with the Uniform Dwelling Code of Wisconsin Administrative Code, Zoning Ordinance, all other ordinances of the Village of Hartland and with all the laws and orders of the State of Wisconsin applicable to said premises.

Signature of Applicant [Signature] Date 12.21.2023

CONDITIONS OF APPROVAL: This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

1. See plans for possible conditions/recommendations
2. _____
- _____
- _____
- _____
- _____

_____ **TOTAL FEES**

_____ **Date Paid**

_____ **Receipt**

Meeting dates plans were approved for building permit:
Plan Commission _____ Village Board _____ Arch Board _____

APPLICATION APPROVED ON: _____ BY: _____
DATE BUILDING INSPECTOR



**DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR ARCHITECTURAL BOARD**

Job Address <u>313 Circle Drive</u>				
Lot	Block	Subdivision	Key No. HAV <u>0427995</u>	
Owner <u>St. Charles Congregation</u>		EMAIL <u>mcattani@stcharleshartland.org</u>	Phone <u>262-367-0800</u>	
Address <u>313 Circle Drive</u>		City <u>Hartland</u>	State <u>WI</u>	Zip <u>53029</u>
^{FBD} Contractor		Phone	FAX	EMAIL
Address		City	State	Zip

The Architectural Board meets on the THIRD MONDAY of the Month at 6:30 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The DEADLINE for filing is FIFTEEN WORKING DAYS PRIOR TO THE MEETING DATE at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

All applications for consideration by the Architectural Board are subject to the policies described in this document.

Commercial/Industrial/Multifamily:

- One (1) bound set of plans and application material and one (1) electronic copy of all submittals.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.

Signs:

- One (1) color rendering of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- One (1) site plan with dimensions. Not required for wall signs or other signs attached to the building. One (1) set of lighting details. Include type, location, number and photometric plan.
- Submit Sign Permit Application

NOTE: Approval by the Architectural Board is not permission to begin construction; a building permit must first be obtained.

Date Applied: _____ Date of Meeting: _____ Item No. _____



**APPLICATION FOR PLAN COMMISSION
\$300 REVIEW FEE DUE AT TIME OF APPLICATION**

Project Description and Narrative: (attach additional sheet if necessary)			
The project involves an addition to the building for an attached garage and storage area. There is also a new dumpster enclosure to replace the existing enclosure that will be removed.			
Proposed Use Garage and storage for parish use			
Project Location South side of existing building			
Project Name St. Charles Garage Addition			
Owner St. Charles Parish		Phone 262-367-0800	
Address 313 Circle Drive		City Hartland	State WI Zip 53029
Engineer/Architect Pen & Hammer, LLC		Phone 414-751-0939	FAX na
Address 4230 N. Oakland Ave. #155		City Shorewood	State WI Zip 53211
Contact Person Brian Witteman	Phone 414-751-0939	FAX na	E-mail bwitty@pen-hammer.com

The Plan Commission meets on the third Monday of the Month at 6:30 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

The deadline for filing is a minimum of fifteen (15) working days before the meeting.

All of the requested information must be received prior to the deadline in order to be placed on the agenda. Village Plan Review Staff has been directed to delay placement on the Plan Commission Agenda based on incomplete submittals.

One (1) set of bound application materials and one (1) electronic copy of all materials must be submitted.

Applications that include site plans must depict the following existing and proposed information:

- Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- Scale and north arrow
- All structures (include building elevations and height)
- Drainage and grades (include design calculations for drainage)
- Storm Water Management Plan
- Utilities and easements (sewer, water, storm etc.)
- Calculation of lot coverage
- Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
- Grading and erosion control
- Landscaping, including a Tree Protection Plan
- Exterior lighting details
- Exterior HVAC equipment location
- Dumpster location (screening required)
- Street right-of-way
- Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

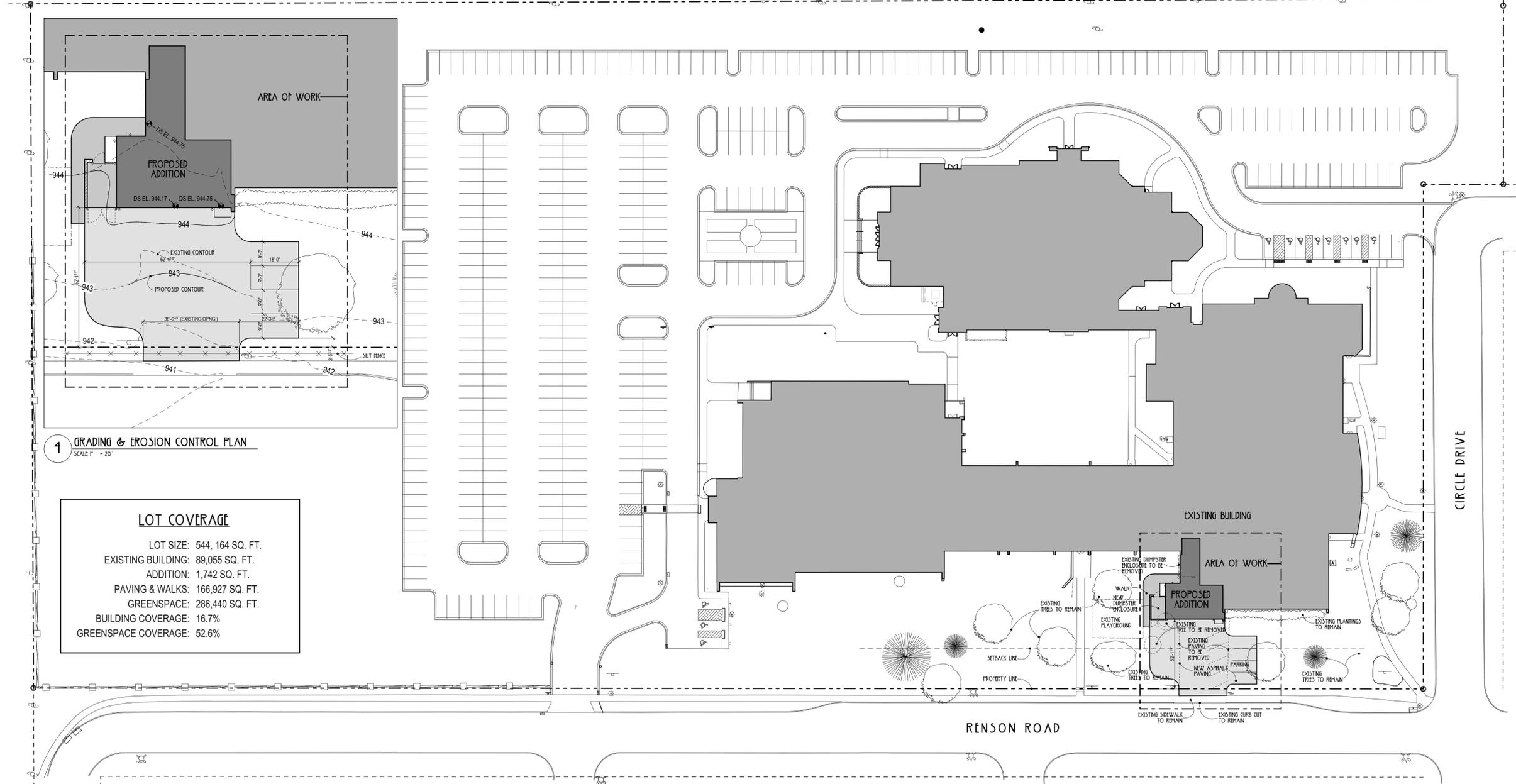
All applications for consideration by the Plan Commission are subject to the policies described in this document.



1 VIEW FROM SOUTHWEST



2 VIEW FROM SOUTHEAST



4 GRADING & EROSION CONTROL PLAN
SCALE: 1" = 20'

LOT COVERAGE	
LOT SIZE:	544,164 SQ. FT.
EXISTING BUILDING:	89,055 SQ. FT.
ADDITION:	1,742 SQ. FT.
PAVING & WALKS:	166,927 SQ. FT.
GREENSPACE:	286,440 SQ. FT.
BUILDING COVERAGE:	16.7%
GREENSPACE COVERAGE:	52.6%

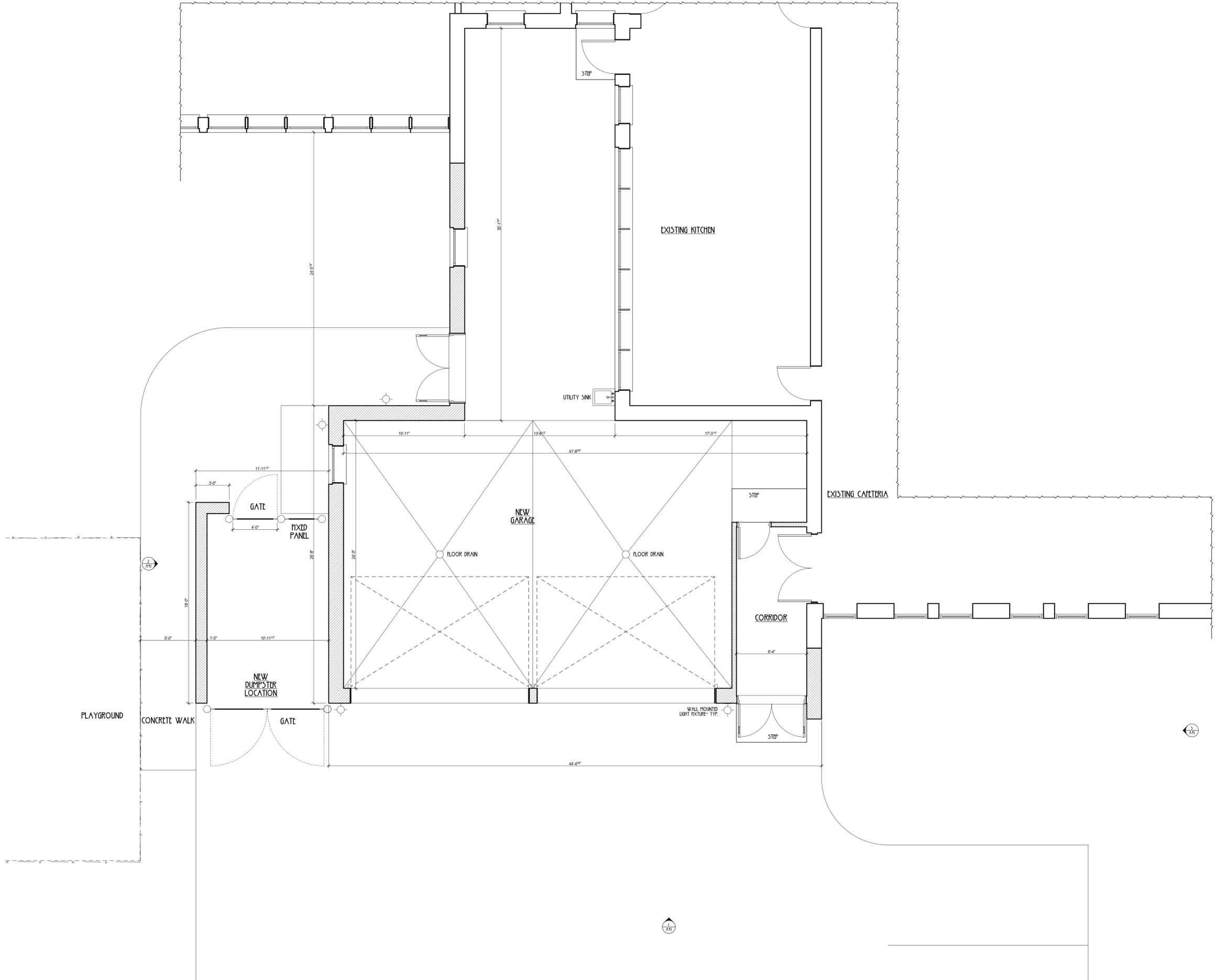
3 SITE & LANDSCAPE PLAN
SCALE: 1" = 40'



DATE	DESCRIPTION
22 DEC 2023	VILLAGE SUBMITTAL
27 JAN 2024	SUBMITTAL REVISION
26 JAN 2024	SUBMITTAL REVISION

SITE & LANDSCAPE PLAN
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1 FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



FIRST FLOOR PLAN

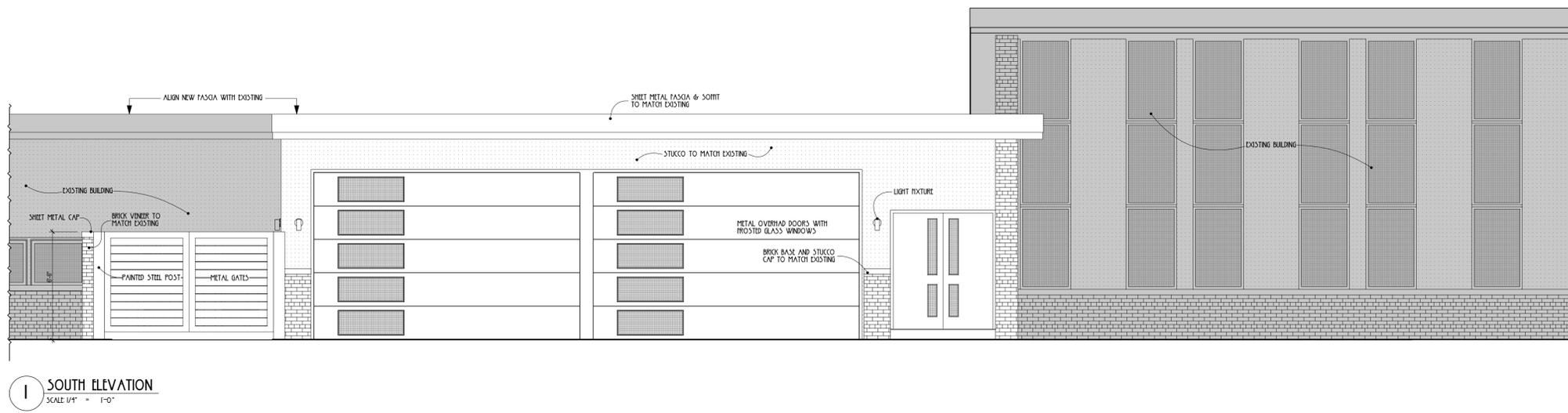
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DATE	DESCRIPTION
22 DEC 2023	VILLAGE SUBMITTAL
27 JUL 2023	SUBMITTAL REVISION
26 JUN 2021	SUBMITTAL REVISION

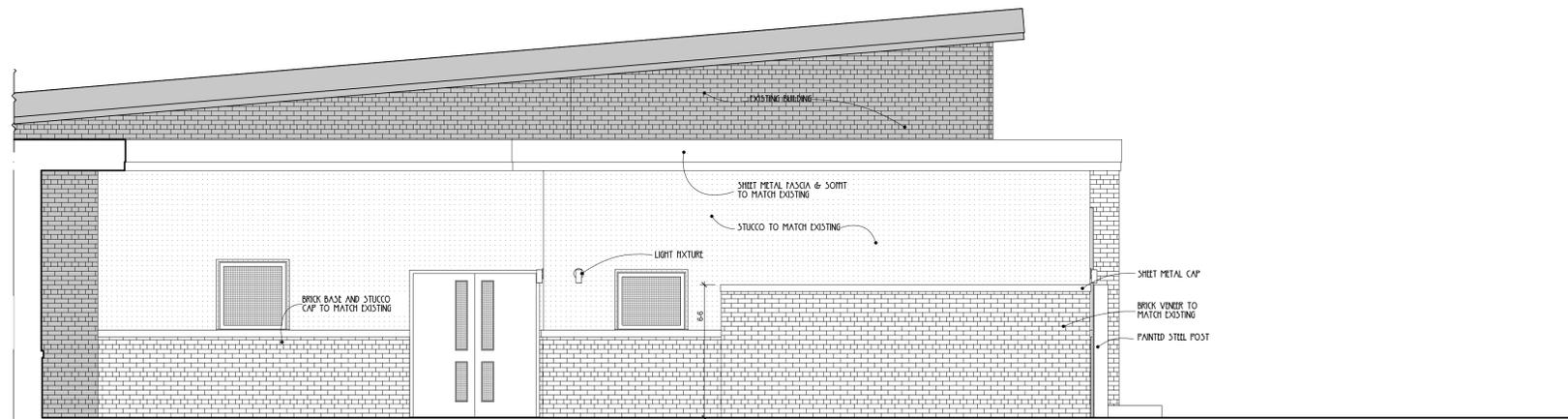
ST. CHARLES-HARTLAND
515 CIRCLE DRIVE
HARTLAND, WI 53029
PROJECT NUMBER: 2315



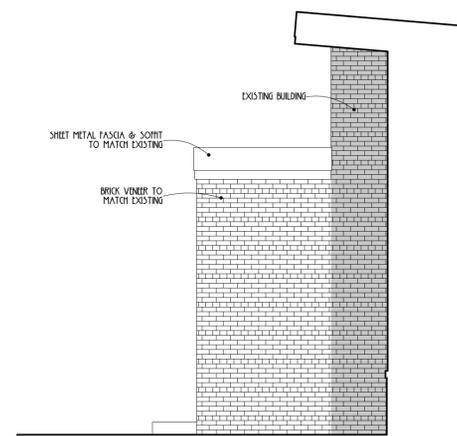
PEN & HAMMER
4230 N. OAKLAND AVE #155, MILWAUKEE, WISCONSIN 53211 • 414.751.0939



1 SOUTH ELEVATION
SCALE 1/4" = 1'-0"



2 WEST ELEVATION
SCALE 1/4" = 1'-0"



3 EAST ELEVATION
SCALE 1/4" = 1'-0"

DATE	DESCRIPTION
22 DEC 2023	VILLAGE SUBMITTAL
27 JAN 2024	SUBMITTAL REVISION
26 JAN 2024	SUBMITTAL REVISION

EXTERIOR ELEVATIONS

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3 AN ORDINANCE CREATING §78-9
4 OF THE VILLAGE OF HARTLAND CODE OF ORDINANCES
5 REGULATING WIRELESS TELECOMMUNICATIONS FACILITIES
6 IN PUBLIC RIGHT-OF-WAY
7

8 THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DOES ORDAIN AS FOLLOWS:

9 **SECTION 1:** §78-9 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is
10 hereby created as follows:

11 1. Finding and Intent

12 This section of the Village of Hartland Ordinances is a regulatory measure that provides the Village
13 of Hartland (the “Village”) with a process for managing, and uniform standards for acting upon,
14 requests for the placement of wireless facilities within the right of way consistent with the Village’s
15 obligation to promote the public health, safety, and welfare; to manage the right of way; and to
16 ensure that the public’s use is not obstructed or incomed by the use of the right of way for the
17 placement of wireless facilities. The Village recognizes the importance of wireless facilities to
18 provide high-quality communications and internet access services to residents and businesses
19 within the Village. The Village also recognizes its obligation to comply with applicable federal
20 and state laws regarding the placement of wireless facilities in the right of way, including, without
21 limitation, the Telecommunications Act of 1996 (47 U.S.C. § 151 et seq.), Section 6409(a) of the
22 Middle Class Tax Relief and Job Creation Act of 2012, Wis. Stat. § 182.017, Wis. Stat. § 196.58,
23 and Wis. Stat. § 66.0414, as amended, and this ordinance shall be interpreted consistent with those
24 provisions.

25 Villages have long had police power authority to regulate local rights of way. That authority is
26 found in their statutory home rule powers – Wis. Stat. § 61.34 – and Wis. Stat. §§ 182.017 and
27 196.58. Wis. Stat. § 61.34 authorizes the village to enact legislation for the health, safety, and
28 welfare of the public. In addition, Wis. Stat. § 61.34(5) notes that the powers, rights, and privileges
29 accorded to villages under said statute are to be liberally construed in order to promote the general
30 welfare, peace, good order, and prosperity of the village. In addition, Wis. Stat. §§ 182.017 and
31 196.58 authorize municipalities to regulate wireless infrastructure in the right of way. Such local
32 regulation must be reasonable and defensible on public health, safety, and welfare grounds.

33 It is directed that the codified version of this ordinance include the Findings and Intent section
34 which is made a part of and incorporated in this ordinance.

35 2. Definitions

36 The following words, terms, and phrases, when used in this ordinance, shall have the meanings
37 ascribed to them in this section, except when the context clearly indicates a different meaning:

38 *Administrator* shall mean the Village Manager or his or her designee.

39 *Application* shall mean a formal request, including all required and requested documentation and
40 information, submitted by an applicant to the Village for a wireless permit.

41 *Applicant* shall mean a person or entity filing an application for a wireless permit under this
42 ordinance.

43 *Base Station*, consistent with 47 C.F.R. § 1.6100(b)(1), shall mean a structure or wireless
44 equipment at a fixed location that enables FCC-licensed or authorized wireless communications
45 between user equipment and a communications network. This definition does not include towers
46 or any equipment associated with a tower.

47 *Eligible Facilities Request*, consistent with 47 C.F.R. § 1.6100(b)(3), shall mean any request for
48 modification of an existing tower or base station that does not substantially change the physical
49 dimensions of such tower or base station, involving (i) collocation of new transmission equipment,
50 (ii) removal of transmission equipment, or (iii) replacement of transmission equipment.

51 *FCC* shall mean the Federal Communications Commission.

52 *Governmental Pole*, consistent with Wis. Stat. § 66.0414(1)(n), shall mean a utility pole that is
53 owned or operated by the Village in the right of way.

54 *Historic District*, consistent with Wis. Stat. § 66.0414(3)(c)5, shall mean an area designated as
55 historic by the Village, listed on the national register of historic places in Wisconsin, or listed on
56 the state register of historic places.

57 *Right of Way* shall mean the surface of, and the space above and below, the entire width of an
58 improved or unimproved public roadway, highway, street, bicycle lane, landscape terrace,
59 shoulder, side slope, public sidewalk, or public utility easement over which the Village exercises
60 any rights of management and control or in which the Village has an interest.

61 *Small Wireless Facility*, consistent with 47 C.F.R. § 1.6002(1), shall mean a facility that meets
62 each of the following conditions:

63 (a) The structure on which antenna facilities are mounted, measured from ground level:

64 (1) Is 50 feet or less in height; or

65 (2) Is no more than ten (10) percent taller than other adjacent structures; or

66 (3) Is not extended to a height of more than 50 feet or by more than ten (10) percent above
67 its preexisting height, whichever is greater, as a result of the 67 of new antenna facilities;

68 (4) The structure is self-supporting without the use of guy-wires and shall be certified as
69 suitable for the placement of the antenna facilities proposed to be mounted by a structural
70 profession engineer licensed in the State of Wisconsin.

71 (b) Each antenna (excluding associated antenna equipment) is no more than three (3) cubic
72 feet in volume;

73 (c) All other wireless equipment associated with the structure, including the wireless
74 equipment associated with the antenna and any pre-existing associated equipment on the
75 structure, is cumulatively no more than 28 cubic feet in volume;

76 (d) The facility does not require antenna structure registration under 47 C.F.R. part 17;

77 (e) The facility is not located on Tribal land, as defined in 36 C.F.R. § 800.16(x); and

78 (f) The facility does not result in human exposure to radiofrequency radiation in excess of the
79 applicable safety standards specified by federal law.

80 *Support Structure* shall mean any structure in the right of way (other than an electric transmission
81 structure) capable of supporting wireless equipment, including a utility pole, a wireless support
82 structure as defined in Wis. Stat. § 66.0414(1)(zp), or a base station.

83 *Tower*, consistent with 47 C.F.R. § 1.6100(b)(9), shall mean any structure built for the sole or
84 primary purpose of supporting any FCC-licensed or authorized antennas and their associated
85 facilities, including structures that are constructed for wireless communications services,
86 including, but not limited to, private, broadcast, and public safety services, as well as unlicensed
87 wireless services and fixed wireless services such as microwave backhaul, and the associated site.
88 This definition does not include utility poles.

89 *Transmission Equipment*, consistent with 47 C.F.R. § 1.6100(b)(9), shall mean equipment that
90 facilitates transmission for any FCC-licensed or authorized wireless communication service,
91 including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular
92 and backup power supply. The term includes equipment associated with wireless communications
93 services, including, but not limited to, private, broadcast, and public safety services, as well as
94 unlicensed wireless services and fixed wireless services, such as microwave backhaul.

95 *Underground District*, consistent with Wis. Stat. § 66.0414(3)(c)(5), shall mean an area designated
96 by the Village in which all pipes, ducts, wires, lines, conduits, or other equipment which are used
97 for the transmission, distribution, or delivery of electrical power, heat, water, gas, sewer, or
98 telecommunications equipment are to be located underground.

99 *Utility Pole* shall mean a pole that is used in whole or in part by a communications service provider,
100 used for electric distribution, lighting, traffic control, signage, or a similar function, or used for the
101 collocation of small wireless facilities. *Utility Pole* does not include a wireless support structure
102 or an electric transmission structure.

103 *Utility Pole for Designated Services* shall mean a utility pole owned or operated in a right of way
104 by the Village that is designed to, or used to, carry electric distribution lines, or cables or wires for
105 telecommunications, cable, or electric service.

106 *Wireless Equipment* shall mean an antenna facility at a fixed location that enables wireless services
107 between user equipment and a communications network, and includes all of the following:

- 108 (a) Equipment associated with wireless services;
- 109 (b) Radio transceivers, antennas, or coaxial, metallic, or fiber-optic cable located on, in, under,
110 or otherwise adjacent to a support structure;
- 111 (c) Regular and backup power supplies; and
- 112 (d) Equipment that is comparable to equipment specified in this definition, regardless of
113 technical configuration.

114 *Wireless Equipment* does not include:

- 115 (a) The structure or improvements on, under, or within which the equipment is collocated;
- 116 (b) Wireline backhaul facilities; or
- 117 (c) Coaxial, metallic, or fiber-optic cable that is between utility poles or wireless support
118 structures or that is not adjacent to a particular antenna. The definition of *Wireless Equipment*
119 in this ordinance is consistent with the definition of “wireless facility” in Wis. Stat. §
120 66.0414(1)(z).

121 *Wireless Facility* or *Facility* shall mean an installation at a fixed location in the right of way
122 consisting of wireless equipment and the support structure, if any, associated with the wireless
123 equipment.

124 *Wireless Infrastructure Provider* shall mean any person or entity, other than a wireless services
125 provider, that builds or installs wireless communications transmissions equipment, antenna
126 equipment, or wireless support structures.

127 *Wireless Permit* or *Permit* shall mean a permit issued pursuant to this ordinance and authorizing
128 the placement or modification of a wireless facility of a design specified in the permit at a particular
129 location within the right of way, and the modification of any existing support structure to which
130 the wireless facility is proposed to be attached.

131 *Wireless Provider* shall mean a wireless infrastructure provider or a wireless services provider.

132 *Wireless Regulations* shall mean those regulations adopted pursuant to Section 5(b)(1) of this
133 ordinance to implement the provisions of this ordinance.

134 *Wireless Services* shall mean any service using licensed or unlicensed wireless spectrum, including
135 the use of a Wi-Fi network, whether at a fixed location or by means of a mobile device.

136 *Wireless Services Provider* shall mean a person or entity that provides wireless services.

137 Definitions in this Section may contain quotations or citations to 47 C.F.R. §§ 1.6100 and 1.6002
138 and Wis. Stat. § 66.0414. In the event that any referenced section is amended, creating a conflict
139 between the definition as set forth in this ordinance and the amended language of the referenced
140 section, the definition in the referenced section, as amended, shall control.

141 3. Scope

142 (a) *Applicability*. Unless exempted by Section 3(b) of this ordinance, below, every person
143 who wishes to place a wireless facility in the right of way or modify an existing wireless facility
144 in the right of way must obtain a wireless permit under this ordinance.

145 (b) *Exempt Facilities*. The provisions of this ordinance shall be applied to applications for the
146 following:

147 (1) Installation, maintenance, operation, or replacement of small wireless facility strung
148 on cables between two (2) existing utility poles in compliance with the National Electrical
149 Safety Code, provided that the small wireless facility does not exceed 24 inches in length,
150 15 inches in width, and 12 inches in height and has no exterior antenna longer than 11
151 inches.

152 (2) Installation of a mobile cell facility (commonly referred to as “cell on wheels” or “cell
153 on truck”) for a temporary period in connection with an emergency or event, but no longer
154 than required for the emergency or event, provided that installation does not involve
155 excavation, movement, or removal of existing facilities.

156 (3) Placement or modification of a wireless facility by Village staff or any person
157 performing work under contract with the Village.

158 (4) The replacement of an existing small wireless facility with a small wireless facility that
159 is substantially similar to, or the same size or smaller than, the existing small wireless
160 facility, provided that there is no change to the support structure on which the small
161 wireless facility is placed.

162 (5) Routine maintenance of a wireless facility.

163 (c) *Placement on Village-owned or Village-controlled Support Structures*. Any applicant who
164 wishes to place wireless equipment on a support structure owned or controlled by the Village,
165 including governmental poles and utility poles for designated services, must obtain a wireless
166 permit under this ordinance and enter into an attachment agreement with the Village. The
167 agreement shall include provisions regarding make-ready work¹ and specify the compensation
168 to be paid to the Village for use of the support structure in accordance with the standards set
169 out in Wis. Stat. § 66.0414(4), as amended. Unless prohibited by federal or state law, the
170 person or entity seeking the agreement shall reimburse the Village for all costs the Village
171 incurs in connection with its review of and action upon the request for an agreement.

172 (1) At the time of submission of the application, the applicant must submit proof that it has
173 mailed to the owners of all property within 300 feet of the proposed small wireless facility

¹Make-Ready Work means administrative, engineering, or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

174 a notice that the applicant is submitting an application for the placement or modification of
175 a small wireless facility in the right of way, which notice must include the following:

176 a. The proposed location of the facility.

177 b. A description and scale image of the proposed small wireless facility.

178 c. An e-mail address and phone number for a representative of the applicant who will
179 be available to answer questions from members of the public about each proposed small
180 wireless facility installation.

181 4. Nondiscrimination

182 In establishing the rights, obligations, and conditions set forth in this ordinance, it is the intent of
183 the Village to treat each applicant and right of way use in a competitively neutral and
184 nondiscriminatory manner, to the extent required by law, while taking into account the unique
185 technologies, situation, and legal status of each applicant or request for use of the right of way.

186 5. Administration

187 (a) *Administrator*. The administrator is responsible for administering this ordinance and shall
188 be the Village Manager or his designee.

189 (b) *Powers*. As part of the administration of this ordinance, the administrator may:

190 (1) Adopt wireless regulations governing the placement and modification of wireless
191 facilities in addition to, but consistent with, the requirements of this ordinance, including
192 regulations governing collocation, the resolution of conflicting applications for placement
193 of wireless facilities, and aesthetic standards. The regulations must be published in
194 advance of their enforcement.

195 (2) Interpret the provisions of the ordinance and the wireless regulations.

196 (3) Develop forms and procedures for submission of applications for wireless permits
197 consistent with this ordinance.

198 (4) Collect any fee required by this ordinance.

199 (5) Establish deadlines for submission of information related to an application, and extend
200 or shorten deadlines where appropriate and consistent with federal laws and regulations.

201 (6) Issue notices of incompleteness or requests for information in connection with any
202 wireless permit application.

203 (7) Subject to the approval of Village Manager, select and retain an independent consultant
204 or attorney with expertise in telecommunications to review any issue that involves
205 specialized or expert knowledge in connection with any permit application.

206 (8) Coordinate and consult with other Village staff, committees, and governing bodies to
207 ensure timely action on all other required permits under Section 6(b)(11) of this ordinance.

208 (9) Negotiate attachment agreements for the placement of wireless equipment on
209 governmental poles or utility poles for designation.

210 (10) Subject to appeal as provided in Section 8(d) of this ordinance, determine whether to
211 grant, grant subject to conditions, or deny an application.

212 (11) Take other such steps as may be required to timely act upon wireless permit
213 applications, including issuing written decisions and entering into agreements to mutually
214 extend the time for action on an application.

215 6. Application

216 (a) *Format.* Unless the wireless regulations provide otherwise, the applicant must submit both
217 a paper copy and an electronic copy (in a searchable format) of any application, as well as any
218 amendments or supplements to the application or responses to requests for information,
219 regarding an application, to the Administrator. An application is not complete until both the
220 paper and electronic copies are received by the Administrator.

221 (b) *Content.* To be considered complete, an application must contain:

222 (1) All information required, pursuant to the wireless regulations.

223 (2) A completed application cover sheet signed by an authorized representative of the
224 applicant who has authority to make binding commitments on behalf of the applicant
225 beyond merely being authorized to submit an application or to carry out the work which is
226 the subject of the application.

227 (3) The name of the applicant (including any corporate or trade name), and the name,
228 address, email address, and cell telephone number(s) of a local representative and of all
229 duly authorized representatives and consultants acting on behalf of the applicant with
230 respect to the filing of the application. If the applicant is a wireless infrastructure provider,
231 the name and contact information, including cell phone numbers for the wireless service
232 provider(s) that will be using the wireless facility must also be provided.

233 (4) A statement of which federal or state deadline(s) apply to the application.

234 (5) A separate and complete description of each proposed wireless facility and the work
235 that will be required to install or modify it, including, but not limited to, detail regarding
236 proposed excavations, if any, detailed site plans showing the location of the facility and
237 technical specifications for each element of the facility, clearly describing the site and all
238 structures and equipment at the site before and after installation or modification and
239 identifying the owners of such preexisting structures and equipment, and describing the
240 distance to the nearest residential dwelling unit. Before and after 360-degree photo
241 simulations must be provided for each facility.

242 (6) A certification by the applicant that the wireless facility will not materially interfere
243 with the safe operation of traffic control equipment or sight lines or clear zones for
244 transportation of pedestrians, and will fully comply with the federal Americans with
245 Disabilities Act or similar federal or state standards regarding pedestrian access or
246 movement.

247 (7) A certification by the applicant that the wireless facility will comply with relevant FCC
248 regulations concerning radio frequency emissions from radio transmitters and unacceptable
249 interference with public safety spectrum, including compliance with the abatement and
250 resolution procedures for interference with public safety spectrum established by the FCC
251 set forth in 47 C.F.R. §§ 22.97 to 22.973 and 47 C.F.R. §§ 90.672 to 90.675.

252 (8) A statement that the wireless facility will comply with the state electrical wiring code,
253 as defined in Wis. Stat. § 101.80(4), as amended; the state plumbing code specified in Wis.
254 Stat. § 145.13, as amended; the Wisconsin commercial building code under Wis. Admin.
255 Code §§ SPS 320 to 325, as amended; and all local amendments to those codes enacted
256 solely to address probable threats of interference with or destruction of property or injury
257 to persons.

258 (9) A structural report performed by a professional engineer registered in the State of
259 Wisconsin evidencing that the support structure on which the wireless equipment will be
260 mounted will structurally support the equipment, or that the structure may and will be
261 modified to meet structural requirements, in accordance with applicable codes, including
262 the National Electric Safety Code and the National Electric Code.

263 (10) If the support structure on which the wireless equipment will be mounted is owned
264 by a third party, a certification that the applicant has permission from the owner to mount
265 its equipment on the structure. This is not required if the support structure is a
266 governmental pole or a utility pole for designed services, as permission will be evidenced
267 by the executed attachment agreement referenced in Section 3(c) of this ordinance.

268 (11) To the extent that filing of the wireless permit application establishes a deadline for
269 action on any other permit that may be required in connection with the wireless facility,
270 the application must include complete copies of applications for every required permit
271 (including without limitation electrical permits, building permits, traffic control permits,
272 and excavation permits), with all engineering completed.

273 (12) Payment of all required fees.

274 (c) *Waivers.* Requests for waivers from any requirement of this Section 6 shall be made in
275 writing to the Administrator. The Administrator may grant a request for waiver if it is
276 demonstrated that, notwithstanding the issuance of the waiver, the Village will be provided
277 with all information necessary to understand the nature of the construction or other activity to
278 be conducted pursuant to the wireless permit sought.

279 (d) *Eligible Facilities Requests.* If the applicant asserts in writing that its application is an
280 eligible facilities request, the Village will only require the applicant to provide that information
281 set forth in subsection 6(b) above to the extent reasonably related to determining whether the

282 request meets the definition of “eligible facilities request” under 47 C.F.R. § 1.6100(b)(3). The
283 applicant will be required to submit evidence that the application relates to an existing tower
284 or base station that has been approved by the Village. Before and after 360-degree photo
285 simulations must be provided with detailed specifications demonstrating that the modification
286 does not substantially change the physical dimensions of the existing approved tower or base
287 station.

288 (e) *Fees*. Applicant must pay an application fee in an amount set by the Village Board in
289 Appendix A. of the Municipal Code and updated by resolution per Wis. Stat. § 66.0414(3)(d)2.
290 & 3. to allow recovery of the Village’s direct costs of processing the application, subject to the
291 limits contained in federal and state law, including Wis. Stat. § 66.0414(3)(d).

292 (f) *Public Records*. Applications are public records that may be made publicly available
293 pursuant to federal and state public records law. Notwithstanding the foregoing, the applicant
294 may identify portions of the application materials that it reasonably believes contain
295 proprietary or confidential information by clearly marking each portion of such materials
296 accordingly, and the Village shall endeavor to treat the information as proprietary and
297 confidential, subject to applicable federal and state public records laws and the Administrator’s
298 determination that the applicant’s request for confidential or proprietary treatment of the
299 application materials is reasonable. The Village shall not be required to incur any costs to
300 protect the application from disclosure.

301 7. General Standards

302 (a) *Generally*. Wireless facilities shall meet the minimum requirements set forth in this
303 ordinance and the wireless regulations, in addition to the requirements of any other applicable
304 law or regulation.

305 (b) *Regulations*. The wireless regulations and decisions on wireless permits shall, at a
306 minimum, ensure that the requirements of this ordinance are satisfied, unless it is determined
307 that the applicant has established that denial of an application would, within the meaning of
308 federal law, prohibit or effectively prohibit the provision of telecommunications or personal
309 wireless services, or otherwise violate applicable laws or regulations. If that determination is
310 made, the requirements of this ordinance and the wireless regulations may be waived, but only
311 to the extent required to avoid the prohibition.

312 (c) *Standards*.

313 (1) Wireless facilities shall be installed and only modified in a manner that:

314 a. Minimizes risk to public safety;

315 b. Ensures that placement of wireless equipment on existing support structures is
316 within the tolerance of those structures;

317 c. Ensures that new support structures will not be installed when the applicant has the
318 alternative of placing its wireless facility on an existing structure on reasonable terms

319 and conditions and placement in that location is technically feasible and not materially
320 more expensive;

321 d. Avoids installation or modification of a utility pole that would exceed the height
322 limits set forth in Wis. Stat. § 66.0414(2)(e)2, as amended;

323 e. Avoids placement of aboveground wireless facilities in historic districts and
324 underground districts (except for placing equipment on or replacing preexisting support
325 structures, so long as the collocation or replacement reasonably conforms to the design
326 aesthetics of the original support structure);

327 f. Avoids placement of wireless facilities in residential areas when commercial or
328 industrial areas are reasonably available;

329 g. Maintains the integrity and character of the neighborhoods and corridors in which
330 the facilities are proposed to be located;

331 h. Ensures that the Village bears no risk or liability, as a result of the installations; and

332 i. Ensures that applicant's use does not obstruct or hinder travel, drainage, maintenance,
333 or the public health, safety, and general welfare, inconvenience the public, interfere
334 with the primary uses of the right of way, or hinders the ability of the Village or other
335 government entities to improve, modify, relocate, abandon, or vacate the right of way
336 or any portion thereof, including but not limited to the maintenance of a clearance of
337 not less than ten (10) feet from any kind of Village utility component, or to cause the
338 improvement, modification, relocation, vacation, or abandonment of facilities in the
339 right of way.

340 (2) In no event may ground-mounted equipment interfere with pedestrian or vehicular
341 traffic and at all times must comply with the requirements of the Americans with
342 Disabilities Act of 1990.

343 (d) *Standard Permit Conditions*. All wireless permits, whether granted under this ordinance
344 or deemed granted by operation of federal or state law, are issued subject to the following
345 minimum conditions:

346 (1) Compliance. The permit holder shall at all times maintain compliance with all
347 applicable federal, state, and local laws, regulations, and other rules, including the
348 limitation that all Village Department of Public Works permits are issued for a limited
349 period of ninety (90) days.

350 (2) Construction Deadline. The permit holder shall commence the activity authorized by
351 the permit no later than 365 days after the permit is granted and shall pursue work on the
352 activity until completion.

353 (3) Contact Information. The permit holder shall at all times maintain with the Village
354 accurate contact information for the permit holder and all wireless service providers

355 making use of the facility, which shall include a cell phone number, mailing address, and
356 email address for at least one (1) natural person.

357 (4) Emergencies. The Village shall have the right to support, repair, disable, or remove
358 any elements of the facilities in emergencies or when the facility threatens imminent harm
359 to persons or property.

360 (5) Indemnification. The permit holder, by accepting a permit under this ordinance, agrees
361 to indemnify and hold harmless the Village, its elected and appointed officials, officers,
362 employees, agents, representatives, and volunteers (collectively, the “Indemnified Parties”)
363 from and against any and all liability and loss from personal injury or property damage
364 resulting from or arising out of, in whole or in part, the use or occupancy of right of way
365 by the permit holder or anyone acting under its discretion or control or as an independent
366 contractor(s) on behalf of the applicant or on its behalf arising out of the rights and
367 privileges granted under this ordinance, even if liability is also sought to be imposed on
368 one (1) or more of the Indemnified Parties. The obligation to indemnify and hold harmless
369 the Indemnified Parties shall be applicable even if the liability results in part from an act
370 or failure to act on the part of one (1) or more of the Indemnified Parties. However, the
371 obligation does not apply if the liability results from the sole negligence or willful
372 misconduct of the Indemnified Party.

373 (6) Adverse Impacts on Adjacent Properties. The permit holder shall undertake all
374 reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that
375 may arise from the construction, installation, operation, maintenance, modification, or
376 removal of the facility.

377 (7) General Maintenance. The wireless facility and any associated structures shall be
378 maintained in a neat and clean manner and in strict accordance with all approved plans and
379 conditions of approval.

380 (8) Graffiti Removal. All graffiti on facilities shall be removed at the sole expense of the
381 permit holder within 48 hours after notification from the Village.

382 (9) Relocation. At the request of the Village pursuant to Section 10 of this ordinance, the
383 permit holder shall promptly and at its own expense permanently remove and relocate its
384 wireless facility in the right of way and restore the site of the removal to its original
385 conditions.

386 (10) Abandonment. The permit holder shall promptly notify the Village whenever a
387 facility has not been in use for a continuous period of 60 days or longer and must comply
388 with Section 11 of this ordinance.

389 (11) Restoration. A permit holder who removes or relocates a facility from the right of
390 way or otherwise causes any damage to the right of way in connection with its activities
391 under this ordinance must restore the right of way in accordance with Section 12 of this
392 ordinance.

393 (12) Record Retention. The permit holder shall retain full and complete copies of all
394 permits and other regulatory approvals issued in connection with the facility, which
395 includes without limitation all conditions of approval, approved plans, resolutions, and
396 other documentation associated with the permit or regulatory approval. In the event the
397 Village cannot locate any such full and complete permits or other regulatory approvals in
398 its official records, and the permit holder fails to retain full and complete records in the
399 permit holder's files, any ambiguities or uncertainties that would be resolved through an
400 examination of the missing documents will be conclusively resolved against the permit
401 holder.

402 (13) Radio Frequency Emissions. Every wireless facility shall at all times comply with
403 applicable FCC regulations governing radio frequency emissions, and failure to comply
404 with such regulations shall be treated as a material violation of the terms of the permit.

405 (14) Certificate of Insurance. Proof of the existence of insurance (other than with an
406 ACORD 25 because of its disclaimers) sufficient to demonstrate to the satisfaction of the
407 Administrator that the applicant has the capacity to cover any liability that might arise out
408 of the presence of the facility in the right of way.

409 8. Application Processing and Appeal

410 (a) *Rejection for Incompleteness*. Notices of incompleteness shall be provided in conformity
411 with federal, state, and local law, including 47 C.F.R. § 1.6003(d) and Wis. Stat. §66.0414(3)(c),
412 as amended.

413 (b) *Processing Timeline*. Wireless permit applications (including applications for other permits
414 under Section 6(b)(11) of this ordinance necessary to place or modify the facility) and appeals
415 will be processed in conformity with the deadlines set forth in federal, state, and local law, as
416 amended, unless the applicant and the Village agree to an extension.

417 (c) *Written Decision*. In the event that an application is denied (or approved with conditions
418 beyond the standard permit conditions set forth in Section 7(d)), the Administrator shall issue a
419 written decision with the reasons therefor, supported by substantial evidence contained in a
420 written record. If the permit is for a small wireless facility, the applicant may attempt to cure
421 the deficiencies identified in the written decision denying the permit one time and re-submit the
422 application no later than 30 days after receipt without being required to pay an additional
423 application fee.

424 (d) *Appeal to Village Board*. Any person adversely affected by the decision of the
425 Administrator may appeal that decision to the Village Board, which may decide the issues *de*
426 *novo*, and whose written decision will be the final decision of the Village. An appeal by a
427 wireless infrastructure provider must be taken jointly with the wireless service provider that
428 intends to use the wireless facility. If an applicant contends that denial of the application would
429 prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise
430 violate applicable law, the documentation accompanying the appeal must include that
431 contention and provide all evidence on which the applicant relies in support of that claim.

432 (e) *Deadline to Appeal*.

433 (1) Appeals that involve eligible facilities requests must be filed within three (3) business
434 days of the written decision of the Administrator.

435 (2) All other appeals not governed by Section 8(e)(1), above, must be filed within seven
436 (3) business days of the written decision of the Administrator, unless the Administrator
437 extends the time therefor. An extension may not be granted where extension would result
438 in approval of the application by operation of law.

439 (f) *Decision Deadline.* All appeals shall be conducted so that a timely written decision may be
440 issued in accordance with the applicable deadline.

441 9. Revocation

442 (a) *Revocation for Breach.* A wireless permit may be revoked for failure to comply with the
443 conditions of the permit or applicable federal, state, or local laws, rules, or regulations. Upon
444 revocation, the facilities for which the permit has been revoked must be removed within 30 days
445 of receipt of written notice from the Village. All costs incurred by the Village in connection
446 with the revocation, removal, and right of way restoration shall be paid by the permit holder.

447 (b) *Failure to Obtain Permit.* Unless exempted from permitting by Section 3(b) of this
448 ordinance, a wireless facility installed without a wireless permit must be removed within 30
449 days of receipt of written notice from the Village. All costs incurred by the Village in
450 connection with the notice, removal, and right of way restoration shall be paid by the entities
451 who own or control any part of the wireless facility.

452 10. Relocation

453 Except as otherwise prohibited by federal or state law, a permit holder must promptly and at its
454 own expense, with due regard for seasonal working conditions and as directed by the Village,
455 permanently remove and relocate any of its wireless facilities in the right of way whenever such
456 relocation is necessary to prevent the wireless facility from interfering with a present or future
457 Village use of the right of way space on a utility pole or utility pole for designated services
458 needed by the Village for a public purpose; a public improvement undertaken by the Village; an
459 economic development project in which the Village has an interest or investment; when the public
460 health, safety, or welfare require it; or when necessary to avoid or prevent interference with the
461 safety and convenience of ordinary travel over the right of way. Notwithstanding the foregoing, a
462 permit holder shall not be required to remove or relocate its facilities from any right of way that
463 has been vacated in favor of a non-governmental entity unless and until that entity pays the
464 reasonable costs of removal or relocation to the permit holder.

465 11. Abandonment

466 (a) *Cessation of Use.* In the event that a permitted facility within the right of way is not in use
467 for a continuous period of 60 days or longer, the permit holder must promptly notify the Village
468 and do one of the following:

469 (1) Provide information satisfactory to the Administrator that the permit holder's
470 obligations for its facilities under this ordinance have been lawfully assumed by another
471 permit holder.

472 (2) Submit to the Administrator a proposal and instruments for dedication of the facilities
473 to the Village. If a permit holder proceeds under this Section 11(a)(2), the Village may, at
474 its option:

475 a. Accept the dedication for all or a portion of the facilities;

476 b. Require the permit holder, at its own expense, to remove the facilities and perform
477 the required restoration under Section 12 of this ordinance; or

478 c. Require the permit holder to post a cash deposit or provide payment sufficient to
479 reimburse the Village for reasonably anticipated costs to be incurred in removing the
480 facilities and undertaking restoration under Section 12 of this ordinance.

481 (3) Remove its facilities from the right of way within one (1) year and perform the required
482 restoration under Section 12 of this ordinance, unless the Administrator waives this
483 requirement or provides a later deadline.

484 (b) *Abandoned Facilities*. Facilities of a permit holder who fails to comply with Section 11(a)
485 of this ordinance and which, for one (1) year remain unused shall be deemed to be abandoned.
486 Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has
487 at law or in equity, the Village may, at its option:

488 (1) Abate the nuisance and recover the cost from the permit holder or the permit holder's
489 successor in interest;

490 (2) Take possession of the facilities; and/or

491 (3) Require removal of the facilities by the permit holder or the permit holder's successor
492 in interest.

493 12. Restoration

494 In the event that a permit holder removes or is required to remove a wireless facility from the right
495 of way under this ordinance (or relocate it pursuant to Section 10 of this ordinance), or otherwise
496 causes any damage to, or modification of the right of way in connection with its activities under
497 this ordinance, the permit holder must restore the right of way to its prior condition in accordance
498 with Village specifications. However, a support structure owned by another entity authorized to
499 maintain that support structure in the right of way need not be removed but must instead be restored
500 to its prior condition. If the permit holder fails to make the restorations required by this Section
501 12, the Village at its option may do such work after providing 15 days' written notice to the permit
502 holder. In that event, the permit holder shall pay to the Village, within 30 days of billing therefor,
503 the 130 % of the cost of restoring the right-of-way.

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

509 **SECTION 3:** This ordinance shall take effect and be in full force from and after its passage and
510 publication.

511 Passed and approved this ____ day of _____, 2024.

518

519

VILLAGE OF HARTLAND

520

521

By: _____
Jeffrey Pfannerstill, Village President

522

523

ATTEST:

524

525

Santee Policello, Village Clerk