

VILLAGE BOARD AGENDA
MONDAY, JUNE 22, 2020
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order
Roll Call

Pledge of Allegiance – Trustee Wallschlager

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

1. Consideration of a motion to approve Village Board minutes of June 8, 2020.
2. Consideration of a motion to approve vouchers for payment.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of an application for an Operator’s License recommended for denial
 - b. Consideration of a motion to approve Operator’s (Bartender) Licenses (renewals)
 - c. Consideration of a motion to approve Operator’s (Bartender) Licenses (new)
 - d. Consideration of an application for a Class “B” Beer/“Class B” Liquor License for the premises located at 600 Hartbrook Drive (Hartbrook Cafe, Steven Nguyen, Agent)
 - i. **Public Hearing** to receive comment on the liquor retailer’s license application
 - ii. Consideration of an action related to issuance of a Class “B” Beer/“Class B” Liquor License for Hartbrook Cafe.
 - e. Consideration of an application for a Class “B” Beer/“Class B” Liquor License for the premises located at 111 E. Capitol Drive (Tabi’s Lake Country, Tabitha McBride, Agent)
 - i. **Public Hearing** to receive comment on the liquor retailer’s license application
 - ii. Consideration of an action related to issuance of a Class “B” Beer/“Class B” Liquor License for Tabi’s Lake Country.
 - f. Consideration of an application for a Taxi Cab license for Lake Country Cares Cab
 - g. Consideration of an application for a Temporary Class B Beer/Wine License for Greater Hartland Kiwanis Club
4. Discussion and consideration of financial support of the Chamber of Commerce.
5. Consideration of a motion to approve an agreement with Visu-Sewer Clean and Seal, Inc. of Pewaukee for the 2020 Sanitary Sewer Cleaning & Televising in the amount of \$20,800.
6. Consideration of a motion to approve Contractor’s Application for Payment No. 5 (Final) for the Crystal Drive Lift Station Modifications in the amount of \$4 775.

VILLAGE BOARD AGENDA

MONDAY, JUNE 22, 2020

6:30 PM

PAGE 2

7. Consideration of a motion to approve an exception to the Village's banner policy for St. Charles Church.
8. Consideration of Board, Commission and Committee appointments as presented by Village President Pfannerstill.
9. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.
10. Adjournment.

Tim Rhode, Village Administrator

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, Village Clerk, at 262-367-2714. The Municipal Building is handicap accessible.

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

**VILLAGE BOARD AGENDA
TUESDAY, JUNE 8, 2020
6:30 PM
PAGE 3**

16. Adjournment.

Tim Rhode, Village Administrator

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, Village Clerk, at 262-367-2714. The Municipal Building is handicap accessible.

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

**VILLAGE BOARD MINUTES
TUESDAY, MAY 26, 2020
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Call to Order
Roll Call

Pledge of Allegiance – Trustee Conner

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

Others Present: Administrator Rhode, Finance Director Bailey, Clerk Igl, Police Chief Misko, Interim Fire Chief Jambretz, Operations Supervisor Gerszewski, Rec Director Yogerst, Tom Ludtke, Mike Badani, Jerry and Marie Arenas

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

Tom Ludtke, President of the Hartland Athletic Advancement Association, commented on the opening of parks and the impact on baseball/softball. He stated that the organization has an agreement with the Village to operate the concession stands which allows HAAA to generate income to cover expenses of providing baseball/softball. He stated that the agreement includes a provision that the Village will provide the building and will clean restrooms once a day. He stated that due to the virus this year the bathrooms are not yet open so they cannot start baseball or operating the concession stand. He stated that one portable toilet has been delivered however he stated that he doesn't feel they can start their season without the normal restroom facilities being open. He commented that the Village had not communicated that the facilities would not be opened.

President Pfannerstill responded that June 1 is the proposed opening date for the parks which will include the restroom facilities. He stated that the portable toilet was provided to offer a short term solution while the park was closed. President Pfannerstill asked that Mr. Ludtke contact the Village Administrator to work out the details. Administrator Rhode stated that the Village Board will need to take action to authorize opening of the parks. DPW will then take action to fully open the parks facilities and communicate to the user groups.

1. Motion (Meyers/Ludtke) to approve Village Board minutes of May 11, 2020. Carried (7-0).
2. Motion (Conner/Dorau) to approve vouchers for payment in the amount of \$200,613.36. Carried (6-0). Meyers abstained.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of an application for an Operator's License recommended for denial

VILLAGE BOARD MINUTES

TUESDAY, MAY 26, 2020

7:00 PM

PAGE 2

Mike Badani, Citgo Village Mart, stated that his employee had held a license for the last 12 years, stated that this must have been an oversight in the approval process but has concerns that it was approved previously but now denied.

Chief Misko stated that staff runs background checks bi-annually for renewal bartender licenses and in this particular case, found a felony conviction on the applicant's application. He referenced a memo from the Village Attorney that confirmed that a convicted felon "shall not" be issued a bartender's license. He stated that records as far back as 2008 indicate that the applicant had been approved for renewal.

Motion (Dorau/Wallschlager) to deny the license as recommended. Carried (7-0).

- b. Items related to the Chamber of Commerce annual street dance, Saturday, July 19, 2020
 - i. Street Use Permit – Motion (Meyers/Wallschlager) to approve the Street Use Permit. Carried (6-0). Dorau abstained.
 - ii. Temporary Class "B" Beer/Wine Permit – Motion (Conner/Wallschlager) to approve with date on license to be July 17 for purposes of taking delivery of alcohol. Carried (7-0).
 - iii. Public Dance License – Motion (Meyers/Wallschlager) to approve. Carried (6-0). Dorau abstained. It was clarified that there was no fee charged for the public dance license application.
 - iv. Temporary Operator's (Bartender) Licenses – Motion (Wallschlager/Anson) to approve. Carried (7-0).

- c. Motion (Meyers/Ludtke) to approve an application for a street use permit for Honor Our Heroes, LLC. Carried (7-0).

Items referred from the May 18, 2020 Plan Commission meeting

- 4. Consideration of a motion to approve plans for construction of a new church facility for St. Charles Church, 313 Circle Drive.

It was stated that the Joint Architectural Board/Plan Commission recommended approval. St. Charles has indicated that the project will not start until after their Fallfest event. Motion (Meyers/Ludtke) to approve plans for construction of a new church facility for St. Charles. Carried (7-0).

- 5. Motion (Conner/Ludtke) to approve an Extraterritorial Certified Survey Map in the Town of Delafield. Carried (7-0).

Other items for consideration

Item #10 was moved up on the agenda.

- 10. Discussion and consideration of permanent curbside pickup signs in the downtown.

VILLAGE BOARD MINUTES

TUESDAY, MAY 26, 2020

7:00 PM

PAGE 3

Jerry Arenas thanked the Village Board for authorizing the reduction of the liquor license fees this year. He stated that he believes that curbside pickup business will continue and believes the curbside pickup signage will still be needed. It was clarified that this request was not solely for Palmer's purposes and was not intended to permanent necessarily. He stated that the best location for his business to have curbside pickup is the first parking stall off of the driveway.

Trustee Ludtke stated that she sees designating curbside pickup parking stalls as an opportunity to help the businesses move forward. President Pfannerstill commented that businesses were asked to vote on which sign option they preferred by BID. Trustee Anson suggested that the curbs in these designated areas be painted.

Administrator Rhode stated that if the Board agreed to move forward, staff would design a sign, map out the locations for the signs, work out the times for their use and present to the Village Board at the June 8 meeting. He stated that the signs could be installed and reevaluated in 90 days.

Motion (Ludtke/Conner) to postpone consideration of permanent curbside pickup signs until a full plan is prepared by staff. Carried (7-0).

6. Presentation of Hartland Fire Department Annual Report.

Interim Chief Jambretz provided a recap of fire department activities in 2019 including increased numbers of calls for the year, putting the newest vehicle into service in February, review of fundraisers and public events, memorable calls of 2019 and an update on staffing. Additionally he presented a document related to the future of the department. Motion (Ludtke/Dorau) to accept the report as presented. Carried (7-0).

7. Consideration of a motion to authorize the disposal of a 2015 Chevy Impala from the Fire Department as surplus.

It was stated that this vehicle was previously a squad car so has high mileage. It was stated that this vehicle will be replaced with a Police Department Explorer that is being replaced. Motion (Meyers/Wallschlager) to authorize the disposal of a 2015 Chevy Impala from the Fire Department as surplus. Carried (7-0).

8. Consideration of a motion to adopt Resolution No. 05/26/20 "A Resolution Adopting the Compliance Maintenance Annual Report (CMAR)".

Operations Supervisor Gerszewski stated that this report is filed annually with the Department of Natural Resource and looks at maintenance procedures for the Village's collection system. Motion (Meyers/Ludtke) to approve Resolution No. 05/26/20 "A Resolution Adopting the Compliance Maintenance Annual Report (CMAR)". Carried (7-0).

9. Consideration of a motion to approve the Final Payment for the 2019 Crack Sealing Program to Thunder Road in the amount of \$41,933.

VILLAGE BOARD MINUTES

TUESDAY, MAY 26, 2020

7:00 PM

PAGE 4

It was stated that this work which could not be completed last fall due to weather has now done. Motion (Conner/Dorau) to approve the Final Payment for the 2019 Crack Sealing Program to Thunder Road in the amount of \$41,933. Carried (7-0).

10. Discussion and consideration of permanent curbside pickup signs in the downtown.

This item addressed earlier in the meeting following item number 5.

11. Discussion and consideration related to upcoming Village events and opening of Village facilities.

Administrator Rhode stated that parks could open fully on June 1 (restrooms, courts) with the caveat that the shelters around the splash pad not be open to the public as they would be used for the recreation department camp. It was recommended that shelter rentals for those shelters be restricted Monday through Friday during camp operation hours. Camp being held at the park is due to the school facilities being closed until July.

Additionally, Administrator Rhode stated that the splash pad water is not chlorinated, the splash pad will likely attract large numbers of people and there is no area of containment to provide for social distancing. He stated that he is waiting for more recommendations that would impact opening of the splash pad and is hopeful that more guidance will be provided soon. He recommended the Village Board reconsider the opening date for the splash at the June 8 meeting to allow staff to gather more information and to better define camp participation.

Motion (Meyers/Wallschlager) to open the parks, concession stands, restroom facilities on June 1 with the splash pad opening to be determined at a later date. Carried (6-0). Ludtke abstained.

President Pfannerstill commented that he doesn't agree with keeping the splash pad closed and doesn't want to see the parade and fireworks cancelled. It was stated that parade registrations and donations are down over previous years. Finance Director Bailey raised potential concerns about the parade route and crowds of people being present. It was clarified that parade units would be asked to refrain from handing or throwing out any items.

Motion (Meyers/Anson) to approve proceeding with the fireworks and parade as planned. Carried (7-0).

12. Consideration of Board, Commission and Committee appointments as presented by Village President Pfannerstill.

No appointments for consideration at this time.

13. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.

VILLAGE BOARD MINUTES

TUESDAY, MAY 26, 2020

7:00 PM

PAGE 5

Administrator Rhode thanked Ben Nelson for the work he did to facilitate zoom meetings and stated that Ben will be exploring options if we have to use remote meetings in the future. Administrator Rhode stated that he appreciates the patience of the board and staff as changes are happening daily.

Trustee Dorau thanked staff for the great work that is done behind the scenes, stated that she appreciates the parks being open including signs stating the equipment should be used with caution and commending the DPW for their work in the area behind the fire department as it looks great.

Trustee Ludtke commended the Library for their efforts in reopening. She also thanked the Village President and Board members for nominating her to the Library Board and Del-Hart Commission.

President Pfannerstill commented that all are asked to stay home if they have symptoms and to help others during this unprecedented time.

14. Adjournment.

Motion (Ludtke/Conner) to adjourn at 8:40 p.m.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: June 2, 2020

RE: Voucher List

Attached is the voucher list for the June 8, 2020 Village Board meeting.

June 8, 2020 Checks:	\$386,236.88
May Manual Checks:	\$ 4,914.60
May Credit Card:	\$ 17,071.53
Total amount to be approved:	<u>\$408,223.01</u>

**VILLAGE OF HARTLAND
VOUCHER LIST - JUNE 8, 2020**

06/03/20 9:22 AM

Page 1

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
R 101-46720 PARK RENTALS	AUDLEY, TERRY	PARK SHELTER RESERVATION	\$75.08
G 101-21515 SALES TAXES PAYABLE	AUDLEY, TERRY	PARK SHELTER RESERVATION	\$3.75
G 101-12110 PROPERTY TAX REFUNDS	COAN, KAREN	0732999013	\$729.14
G 804-21520 RETIREMENT DEDUCTIONS PAYABLE	EDWARD JONES	GARDNER IRA REISSUE	\$124.64
G 101-12110 PROPERTY TAX REFUNDS	FISCHER, KENNETH L	076203003	\$11.65
R 101-44100 LICENSES	HARTLAND AREA CHAMBER COMMERCE	DANCE PERMIT	\$50.00
R 101-44300 PERMITS	HARTLAND AREA CHAMBER COMMERCE	STREET USE PERMIT	\$75.00
G 101-24240 COURT FINES DUE STATE	LAHTI, JOSHUA	CHANGE DUE/BF656735-2	\$5.60
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	LAHTI/BF656735-2	\$174.40
G 101-12110 PROPERTY TAX REFUNDS	MOE, CHRISTOPHER & MELINDA	0757067	\$1,698.19
R 101-46730 RECREATION CLASSES	MUI, CARY	SECRETS OF AGELESS SKIN	\$25.00
R 101-46730 RECREATION CLASSES	NYCE, AMY	SECRETS OF AGELESS SKIN	\$30.00
G 101-21515 SALES TAXES PAYABLE	QUINLAN, JOAN M	PARK SHELTER RESERVATION	\$3.75
R 101-46720 PARK RENTALS	QUINLAN, JOAN M	PARK SHELTER RESERVATION	\$75.08
G 101-31630 4TH OF JULY PARADE DONATIONS	ROBYN LUDTKE	REIMBURSE PARADE UNIT FEE	\$35.00
G 403-31862 GLEN AT OVERLOOK TRAILS	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$2,903.61
G 403-31862 GLEN AT OVERLOOK TRAILS	RUEKERT & MIELKE	EROSION CONTROL INPSECTIONS	\$295.75
G 403-31753 ST CHARLES EXPANSION	RUEKERT & MIELKE	SITE PLAN REVIEW	\$2,212.00
G 403-31890 LAKE CTRY LUTH HS DEV	RUEKERT & MIELKE	PLAN REVIEW	\$1,225.25
G 403-31890 LAKE CTRY LUTH HS DEV	RUEKERT & MIELKE	NEUMANN BRISTLECONE CONDO EXPANSION	\$399.00
R 101-46720 PARK RENTALS	STEMPER, VICKY	SHELTER RESERVATION	\$75.08
G 101-21515 SALES TAXES PAYABLE	STEMPER, VICKY	SHELTER RESERVATION	\$3.75
R 101-46730 RECREATION CLASSES	WYRICK, SUSIE	ACCOUNT BALANCE	\$105.60
EXPENSE Descr			\$10,336.32
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	ALCOHOL PREP PADS/LANCE LANCET	\$38.42
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	MAY-JUNE CELLULAR	\$78.61
EXPENSE Descr AMBULANCE			\$117.03
EXPENSE Descr CABLE TELEVISION			
E 101-55370-300 OPERATING SUPPLIES/EXPENSES	FULL COMPASS SYSTEMS LTD	VIDEO CONVERTER	\$273.76
EXPENSE Descr CABLE TELEVISION			\$273.76
EXPENSE Descr CAMERON CIRCLE			
E 401-70140-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SLURRY SEALING BIDDING/REV/ADMIN	\$679.18
EXPENSE Descr CAMERON CIRCLE			\$679.18
EXPENSE Descr CEMETERY GIS			
E 401-79176-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	AREA G CEMETERY PLATTING	\$169.00

Account Descr	Search Name	Comments	Amount
EXPENSE Descr CEMETERY GIS			\$169.00
EXPENSE Descr CHESHAM COURT			
E 401-70135-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SLURRY SEALING BIDDING/REV/ADMIN	\$679.19
EXPENSE Descr CHESHAM COURT			\$679.19
EXPENSE Descr CRACK SEALING/PATCHING/POTHOLE			
E 401-70235-285 CONSTRUCTION COSTS	RUEKERT & MIELKE	CRACK SEALING BIDDING/REVIEW/ADMIN	\$477.75
E 401-70235-285 CONSTRUCTION COSTS	RUEKERT & MIELKE	DESIGN/BIDDING/CONSTRUCTION	\$1,645.02
E 401-70235-285 CONSTRUCTION COSTS	WOLVERINE SEALCOATING LLC	CRACK SEALING PROJECT	\$50,504.00
EXPENSE Descr CRACK SEALING/PATCHING/POTHOLE			\$52,626.77
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-140 RETIREMENT BENEFITS	EDWARD JONES	GARDNER IRA REISSUE	\$62.74
EXPENSE Descr ECONOMIC DEVELOPMENT			\$62.74
EXPENSE Descr ELECTIONS			
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	BEAR GRAPHICS	ELECTION ENVELOPES	\$295.60
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	BEAR GRAPHICS	ELECTION ENVELOPES	\$249.10
E 101-51440-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY TREASURER (515)	SPRING ELECTION BALLOTS/NOTICE	\$105.24
EXPENSE Descr ELECTIONS			\$649.94
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAY-JUNE PHONE SERVICE	\$19.90
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES FOR SERVER UPS	\$104.50
E 101-51500-319 COVID-19 EXPENSES	COMPLETE OFFICE OF WISCONSIN	HAND SANITIZER	\$35.80
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	MAY FSA FEES	\$94.25
E 101-51500-500 PROPERTY ASSESSMENT	GROTÀ APPRAISALS LLC	INSTALLMENT #3/2020 ASSESSMENT	\$10,375.00
E 101-51500-319 COVID-19 EXPENSES	HAHN ACE HARDWARE	MASKS	\$23.91
E 101-51500-319 COVID-19 EXPENSES	HAHN ACE HARDWARE	MASKS	\$17.98
E 101-51500-319 COVID-19 EXPENSES	HAHN ACE HARDWARE	ACRYLIC SHEET	\$45.00
E 101-51500-319 COVID-19 EXPENSES	HAHN ACE HARDWARE	ACRYLIC SHEETS	\$202.50
E 101-51500-319 COVID-19 EXPENSES	PIONEER SUPPLY LLC	CLOROX DISINFECTING WIPES	\$54.00
E 101-51500-319 COVID-19 EXPENSES	PORT-A-JOHN	RESTROOM/PENBROOK	\$254.00
E 101-51500-319 COVID-19 EXPENSES	PORT-A-JOHN	RESTROOM/BARK RIVER	\$104.00
E 101-51500-319 COVID-19 EXPENSES	PORT-A-JOHN	RESTROOM/HARTBROOK	\$104.00
E 101-51500-319 COVID-19 EXPENSES	PORT-A-JOHN	RESTROOM/CENTENNIAL	\$104.00
E 101-51500-319 COVID-19 EXPENSES	PORT-A-JOHN	RESTROOM/NIXON	\$312.00
EXPENSE Descr FINANCIAL ADMINISTRATION			\$11,850.84
EXPENSE Descr FIRE PROTECTION			
E 101-52200-220 UTILITY SERVICES	AT&T	MAY-JUNE PHONE SERVICE	\$19.90
E 101-52200-800 CAPITAL OUTLAY	CONWAY SHIELDS, PAUL	BUNKER GEAR	\$930.00

Account Descr	Search Name	Comments	Amount
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	FIRE-RESCUE SUPPLY LLC	ANNUAL RESCUE TOOLS	\$1,275.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	JEFFERSON FIRE & SAFETY INC	EXPANSION RING/GASKET	\$26.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	MARK BURG 2M TRAINING	THRU THE LOCK TRAINING REISSUE	\$520.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	NATIONAL HOSE TESTING	2020 GOUND LADDER TESTING/AERIAL TESTING	\$1,074.00
E 101-52200-255 BLDGS/GROUNDS	NEUS BUILDING CENTER	COMPRESSOR/STARTER/FILTER	\$448.31
E 101-52200-220 UTILITY SERVICES	U.S. CELLULAR	MAY-JUNE CELLULAR	\$78.61
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY ELECTRIC/GAS	\$841.19
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY SURVIVE ALIVE/GAS	\$17.62
E 101-52200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY SURVIVE ALIVE/ELECT	\$94.29
EXPENSE Descr FIRE PROTECTION			\$5,325.42
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAY-JUNE PHONE SERVICE	\$19.90
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	CONLEY MEDIA LLC	BOR NOTICE/ORDINANCE NOTICE	\$64.66
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	TIM RHODE	ELGIN BSC CELL PHONE	\$249.99
EXPENSE Descr GENERAL ADMINISTRATION			\$334.55
EXPENSE Descr INDUSTRIAL/PROGRESS BIO-STORM			
E 401-74105-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	E INDUSTRIAL/PROGRESS DESIGN	\$10,967.75
EXPENSE Descr INDUSTRIAL/PROGRESS BIO-STORM			\$10,967.75
EXPENSE Descr INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAY-JUNE PHONE SERVICE	\$19.90
EXPENSE Descr INSPECTION			\$19.90
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAY-JUNE PHONE SERVICE	\$19.90
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	OIL CHANGE SQ #2	\$62.14
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	OIL CHANGE SQ #4	\$41.33
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	JORGENSEN, MARK	REIMBURSE CLOTHING ALLOWANCE	\$47.22
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$53.67
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$174.70
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$13.14
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	SEEGER, MATTHEW	REIMBURSE CLOTHING ALLOWANCE	\$72.32
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	STREICHER S	MUNDY CLOTHING ALLOWANCE	\$54.99
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	APR-MAY SERVICE	\$279.47
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	VERIZON WIRELESS	APR-MAY SERVICE	\$358.57
EXPENSE Descr LAW ENFORCEMENT			\$1,177.45
EXPENSE Descr LIBRARY			
E 101-55110-220 UTILITY SERVICES	AT&T	MAY-JUNE PHONE SERVICE	\$19.90
E 101-55110-310 BOOKS & MATERIALS	BLACKSTONE AUDIO INC	AUDIOBOOKS	\$643.97
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY WORLD LLC	AUDIOBOOKS	\$224.97

Account Descr	Search Name	Comments	Amount
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$212.31
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$79.98
E 101-55110-255 BLDGS/GROUNDS	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$128.50
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	JUNE COPIER	\$73.17
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	JUNE COPIER	\$77.31
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	APR-MAY ELECTRIC	\$1,109.54
EXPENSE Descr LIBRARY			\$2,569.65
EXPENSE Descr MISC STORM SEWER REPAIR			
E 401-74010-285 CONSTRUCTION COSTS	MUSSON BROTHERS	UTILITY PROJECT PAYMENT #3	\$6,872.18
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC STORM SEWER REPAIR	\$1,752.95
EXPENSE Descr MISC STORM SEWER REPAIR			\$8,625.13
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$157.54
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	CLEARPATH CONNECTIONS	CLOUD HOSTING SERVICES	\$164.50
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	JANITORIAL SUPPLIES	\$128.50
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	APR-MAY ELECTRIC	\$1,178.18
E 101-51600-220 UTILITY SERVICES	WE ENERGIES	APR-MAY GAS	\$161.94
EXPENSE Descr MUNICIPAL BUILDING			\$1,790.66
EXPENSE Descr NIXON DREDGING & RESTORATION			
E 401-74035-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SMALL DAM PERMITTING	\$3,432.25
E 401-74035-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	DREDGING DESIGN	\$5,384.00
E 401-74035-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	IMPLEMENTATION/PERMITTING	\$3,482.25
EXPENSE Descr NIXON DREDGING & RESTORATION			\$12,298.50
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	BEACON ATHLETICS	FIELD PAINT	\$2,578.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	BOLTS	\$21.58
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	PLUMBING PARTS	\$9.91
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	WRENCHES	\$29.31
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	BIEBELS TRUE VALUE	STRAW	\$19.75
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	STORAGE BOX	\$20.79
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FRONTIER FS MAPLETON	CHALK	\$297.60
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	FRONTIER FS MAPLETON	FERTILIZE FIELDS	\$1,480.15
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY NIXON	\$18.64
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY HARTBROOK	\$17.33
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY PENBROOK	\$15.71
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY CENTENNIAL	\$168.76
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY NIXON	\$27.14
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY NIXON	\$16.68
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY FAC	\$42.52

Account Descr	Search Name	Comments	Amount
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY NIXON	\$17.31
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY BARK RIVER	\$40.54
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY PENBROOK	\$23.34
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	APR-MAY HARTBROOK	\$26.63
EXPENSE Descr PARKS			\$4,838.33
EXPENSE Descr PUBLIC WORKS			
E 101-53000-220 UTILITY SERVICES	AT&T	MAY-JUNE PHONE SERVICE	\$19.90
E 101-53000-225 STREET LIGHTING	BIEBELS TRUE VALUE	MARKING PAINT	\$11.32
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	WRENCHES	\$29.30
E 101-53000-420 STORM SEWER	BIEBELS TRUE VALUE	MORTAR	\$50.18
E 101-53000-410 STREETS GEN MAINT	BIEBELS TRUE VALUE	CONNECTORS/FAUC EXTENSION/TELESCOPE WANT	\$76.62
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	REEL/CONNECTORS/TWINE/STRAW BALE	\$141.81
E 101-53000-360 VEHICLE MAINT/EXPENSE	BOBCAT PLUS INC	GRAPPLE CYLINDER LEAKING/AUX HANDLE	\$1,509.80
E 101-53000-360 VEHICLE MAINT/EXPENSE	BOBCAT PLUS INC	FILTERS/CARTRIDGE/PIN/HYD FLUID	\$372.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	BOBCAT PLUS INC	BOBCAT SERVICE	\$784.37
E 101-53000-360 VEHICLE MAINT/EXPENSE	BOBCAT PLUS INC	FILTERS	\$33.74
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	AIR FILTER	\$95.61
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	TRAILER HITCH BALL/AIR FILTERS/GREASE	\$362.59
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER HARTLAND	TAP/DIE SET	\$189.50
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	CLEARPATH CONNECTIONS	CLOUD HOSTING SERVICES	\$164.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$330.57
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$195.41
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$772.37
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$90.63
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$117.63
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	FUSES	\$69.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	FUSES/HOSE HOLDER	\$45.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	FUSES	\$108.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	KOGLIN, ERIK	REPAIRS TO IRRIGATION SYSTEM	\$93.25
E 101-53000-410 STREETS GEN MAINT	LANGE ENTERPRISES INC	STOP SIGNS/BRACKET/CROSS PIECE	\$284.79
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	CONCRETE	\$580.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	WELL #6 PUMP SERVICES	\$118.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	BELT/WATER PUMP	\$219.18
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	CREDIT	-\$105.53
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	ELBOW/RINGS	\$140.97
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	STREET SWEEPER REPAIR	\$686.72
E 101-53000-220 UTILITY SERVICES	U.S. CELLULAR	MAY-JUNE CELLULAR	\$111.71
E 101-53000-220 UTILITY SERVICES	VERIZON WIRELESS	APR-MAY SERVICE	\$75.62
E 101-53000-360 VEHICLE MAINT/EXPENSE	WALDSCHMIDTS TOWN & COUNTRY	CHAIN SAW/AIR FILTER/BLADES	\$363.70
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	APR-MAY GAS	\$209.85
E 101-53000-225 STREET LIGHTING	WE ENERGIES	APR-MAY ST LIGHTING	\$70.99

Account Descr	Search Name	Comments	Amount
E 101-53000-225 STREET LIGHTING	WE ENERGIES	APR-MAY CAMPUS DR	\$387.89
E 101-53000-225 STREET LIGHTING	WE ENERGIES	MAR-APR CLOCK	\$26.22
E 101-53000-220 UTILITY SERVICES	WE ENERGIES	APR-MAY ELECTRIC	\$441.02
E 101-53000-420 STORM SEWER	WESTERN CULVERT & SUPPLY INC	CULVERT	\$1,385.60
E 101-53000-420 STORM SEWER	WISCONSIN DNR (ENVIRONMENTAL)	STORMWATER MUNICIPAL FEE	\$1,000.00
EXPENSE Descr PUBLIC WORKS			\$11,660.33
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	AT&T	MAY-JUNE PHONE SERVICE	\$19.90
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	MAY GENTLE YOGA PUNCH CARDS	\$72.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	MAY YOGA STRENGTH PUNCH CARDS	\$180.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUMA, KERRY	MAY MODERATE YOGA PUNCH CARDS	\$756.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUSOLD, CAROL	MAY NIA PUNCH CARDS	\$96.00
E 101-55300-302 TO THE POINTE DANCE PROGRAM	GAYDOS-FEDAK, NINA M	MAY DANCE CLASSES	\$828.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ITS IN EVERY DETAIL	MAY BARRE STRENGTH PUNCH CARDS	\$224.00
E 101-55300-302 TO THE POINTE DANCE PROGRAM	JAMES, KELSEY	MAY DANCE CLASSES	\$2,431.20
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY LACROSSE	LACROSSE REISSUE	\$576.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY MARTIAL ARTS	FAMILY BEG TAEKWONDO REISSUE	\$40.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	SPRECHER, MARIA	MAY QIGONG PUNCH CARDS	\$32.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	U.S. CELLULAR	MAY-JUNE CELLULAR	\$36.19
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	MAY YOGA FOR LIFE SR PUNCH CARDS	\$492.80
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	MAY YOGA FOR LIFE RESIDENT	\$192.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WEHLAGE, MARY	MAY CHAIR YOGA PUNCH CARDS	\$160.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$6,136.09
EXPENSE Descr SENOR TOMAS MUNIC LOT			
E 401-79265-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SENOR TOMAS PARKING DESIGN	\$683.75
EXPENSE Descr SENOR TOMAS MUNIC LOT			\$683.75
EXPENSE Descr SEWER SERVICE			
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	AT&T	MAY-JUNE PHONE SERVICE	\$19.91
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	CLEARPATH CONNECTIONS	CLOUD HOSTING SERVICES	\$164.50
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	MAY FSA FEES	\$14.50
E 204-53610-800 CAPITAL OUTLAY	MUSSON BROTHERS	UTILITY PROJECT PAYMENT #3	\$20,276.72
E 204-53610-800 CAPITAL OUTLAY	MUSSON BROTHERS	UTILITY PROJECT PAYMENT #3	\$8,420.80
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	SEWER CONSTRUCTION	\$18,771.51
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	2020 GIS DATA MAINTENANCE	\$879.25
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	MISC SEWER/REPAIRS	\$2,588.68
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	U.S. CELLULAR	MAY-JUNE CELLULAR	\$111.72
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	APR-MAY WOODLANDS	\$38.01
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	APR-MAY BRADFORD	\$37.46
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	APR-MAY HWY 83	\$18.76
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	APR CRYSTAL	\$116.14

Account Descr	Search Name	Comments	Amount
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	APR RUSTIC	\$33.37
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	MAR-APR SHADOW RIDGE	\$56.04
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	MAR-APR ARLENE	\$272.04
EXPENSE Descr SEWER SERVICE			\$51,819.41
EXPENSE Descr STORM SWR CATCH BASIN REPAIR			
E 401-74075-285 CONSTRUCTION COSTS	MUSSON BROTHERS	UTILITY PROJECT PAYMENT #3	\$16,697.27
E 401-74075-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	STORM SEWER CATCH BASIN REPAIR	\$236.00
EXPENSE Descr STORM SWR CATCH BASIN REPAIR			\$16,933.27
EXPENSE Descr SUNNYSLOPE DR (RAE-MERTON)			
E 401-70285-285 CONSTRUCTION COSTS	MUSSON BROTHERS	UTILITY PROJECT PAYMENT #3	\$6,162.60
E 401-70285-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SUNNYSLOPE DRIVE ROAD CONSTRUCTION	\$211.25
EXPENSE Descr SUNNYSLOPE DR (RAE-MERTON)			\$6,373.85
EXPENSE Descr SURREY LANE			
E 401-70130-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SLURRY SEALING BIDDING/REV/ADMIN	\$679.19
E 401-70130-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW/ADMIN	\$146.40
EXPENSE Descr SURREY LANE			\$825.59
EXPENSE Descr WATER UTILITY			
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	ABC SUPPLY	SHINGLES	\$92.70
E 620-53700-923 OUTSIDE SERVICES	ACCURATE GRAPHICS INC	CONSUMER CONFIDENCE REPORT/PRINTING	\$1,586.83
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	AT&T	MAY-JUNE PHONE SERVICE	\$19.91
E 620-53700-923 OUTSIDE SERVICES	BADGER METER INC	MAY BEACON HOSTING	\$153.45
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	DRAIN HOSE FOR #4	\$11.92
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	BLADE DISPENSER/SCREWS/STRAP	\$21.49
E 620-53700-653 MAINTENANCE OF METERS	BIEBELS TRUE VALUE	WRENCH/PLIERS/SCREWDRIVER/TOTE	\$68.80
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	ROOFING NAILS/WELL #5	\$7.51
E 620-53700-684 TOOLS/SHOP/GARAGE EQUIPMENT	BUMPER TO BUMPER HARTLAND	TAP/DIE SET	\$189.50
E 620-53700-923 OUTSIDE SERVICES	CLEARPATH CONNECTIONS	CLOUD HOSTING SERVICES	\$164.50
E 620-53700-635 MAINTENANCE OF TREATMENT PLANT	CTW CORPORATION	PUMP RETAINER RINGS	\$31.74
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	DAVE DROEGKAMP HEATING INC	GALVANIZED FLASHING	\$84.00
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	MAY FSA FEES	\$36.25
E 620-53700-651 MAINTENANCE OF MAINS	FERGUSON WATERWORKS	VALVE/VALVE BOX/GASKET/PIPE	\$1,295.14
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	HACH COMPANY	FLUORIDE METER TESTER	\$595.95
E 620-53700-923 OUTSIDE SERVICES	HYDROCORP	CROSS CONNECTION INSP-MAY	\$2,885.00
E 620-53700-673 TRANS&DIST MAINS	MUSSON BROTHERS	UTILITY PROJECT PAYMENT #3	\$1,349.80
E 620-53700-673 TRANS&DIST MAINS	MUSSON BROTHERS	UTILITY PROJECT PAYMENT #3	\$140,030.91
E 620-53700-678 HYDRANTS	MUSSON BROTHERS	UTILITY PROJECT PAYMENT #3	\$1,349.80
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	MAY BACTERIA SAMPLES	\$76.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	2020 2ND QTR DRINKING WATER	\$910.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	570 PROGRESS WELL #3	\$22.00

Account Descr	Search Name	Comments	Amount
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	MAY BACTERIA SAMPLES	\$57.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	INVESTIGATIVE	\$19.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	NITRATE ANALYSIS	\$32.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	MAY BACTERIA SAMPLES	\$57.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	RAW WATER BACTERIA SAMPLES	\$95.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	INVESTIGATIVE VOCS	\$63.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	INVESTIGATIVE	\$19.00
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	WATER MAIN CONSTRUCTION	\$1,547.74
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	2020 GIS DATA MAINTENANCE	\$879.25
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	SUEZ	REPLACE TRANSDUCER	\$9,242.50
E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT	U.S. CELLULAR	MAY-JUNE CELLULAR	\$111.71
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	APR-MAY PENBROOK	\$268.54
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	APR-MAY SUNNYSLOPE	\$671.83
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	APR-MAY COVENTRY	\$49.80
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	APR-MAY SUNSHINE	\$1,143.13
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	MAR-APR HILL ST	\$36.04
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	APR-MAY SUNSHINE	\$41.94
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	APR-MAY PENBROOK	\$17.93
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	APR-MAY MANCHESTER	\$1,076.87
EXPENSE Descr WATER UTILITY			\$166,412.48
			\$386,236.88

VILLAGE OF HARTLAND

06/02/20 9:33 AM

Page 1

***Check Detail Register©**

Batch: MAY20MC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
11100 GF Checking					
8892	05/01/20	WI SUPPORT COLLECTIONS TRUST			
G 101-21580		GARNISHMENT DEDUCT	\$584.29		PP#9
		Total	\$584.29		
8893	05/07/20	DEPT OF WORKFORCE DEVELOPMENT			
E 101-55110-110		SALARIES	\$2,044.00	693356-000-0 APR UNEMPLOYMENT	
E 101-51100-110		SALARIES	\$186.30	693356-000-0 APR UNEMPLOYMENT	
E 101-55300-110		SALARIES	\$44.24	693356-000-0 APR UNEMPLOYMENT	
		Total	\$2,274.54		
8894	05/15/20	WI SUPPORT COLLECTIONS TRUST			
G 101-21580		GARNISHMENT DEDUCT	\$569.51		PP#10
		Total	\$569.51		
8895	05/26/20	ACCURATE GRAPHICS INC			
E 620-53700-923		OUTSIDE SERVICES	\$892.04		POSTAGE/CONSUMER CONFIDENCE REPORT
		Total	\$892.04		
8896	05/29/20	WI SUPPORT COLLECTIONS TRUST			
G 101-21580		GARNISHMENT DEDUCT	\$594.22		PP #11
		Total	\$594.22		
		11100 GF Checking	\$4,914.60		

Fund Summary

11100 GF Checking	
101 GENERAL FUND	\$4,022.56
620 WATER FUND	\$892.04
	\$4,914.60

VILLAGE OF HARTLAND

05/26/20 1:39 PM

Page 1

Payments

Current Period: MAY 2020

Payment Batch MAY20CC \$17,071.53

Refer	526 ALEXANDER OCONOMOWOC	Ck# 2020251E 5/26/2020			
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	Wood for bridge repair			\$779.73
Invoice					
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total \$779.73
Refer	527 AMAZON	Ck# 2020252E 5/26/2020			
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvds			\$26.97
Invoice					
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	AED pads, writing pads, Toner			\$252.39
Invoice					
Cash Payment	E 101-53000-300 OPERATING SUPPLIES	Monitor for Mike G computer			\$149.99
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd			\$19.38
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd			\$22.99
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	DVD			\$27.65
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	music cds			\$9.99
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd			\$101.20
Invoice					
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	Plumbing parts credit			-\$23.75
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd			\$22.99
Invoice					
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	Plumbing parts			\$51.13
Invoice					
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd			\$24.96
Invoice					
Cash Payment	E 101-51500-319 COVID-19 EXPENSES	Web cam for meetings due to COVID-19			\$52.49
Invoice					
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	wall file organizer and office mailbox			\$89.46
Invoice					
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	Brown Paper bags			\$93.95
Invoice					
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	Phone screen protectors			\$13.98
Invoice					
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	wrist mouse pad			\$9.98
Invoice					
Cash Payment	E 101-55110-300 OPERATING SUPPLIES	printer ribbon			\$12.85
Invoice					
Cash Payment	E 101-51500-319 COVID-19 EXPENSES	Officer Face Shields-covid			\$60.14
Invoice					
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	Plumbing parts			\$72.24
Invoice					
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	SMM-Clothing allowance off duty hoster			\$36.95
Invoice					

VILLAGE OF HARTLAND

05/26/20 1:39 PM

Page 2

Payments

Current Period: MAY 2020

Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	Dymo labels	\$64.53
Cash Payment Invoice	E 101-55200-365 BLDGS/GROUNDS MAI	Plumbing parts	\$479.00
Cash Payment Invoice	E 101-51500-319 COVID-19 EXPENSES	Officer Face Shields-covid	\$137.30
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$33.81
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	-\$40.91
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$17.99
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvds	\$22.96
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	music cds	\$12.99
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$14.96
Cash Payment Invoice	E 101-51400-300 OPERATING SUPPLIES	BOX OF PAPER	\$31.99
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$26.95
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvds	\$17.95
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	DVD	\$91.14
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$19.13
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$19.96
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$14.96
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvds	\$52.97
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$17.96
Cash Payment Invoice	E 101-55110-300 OPERATING SUPPLIES	Brown Paper Bags	\$93.95
Cash Payment Invoice	E 101-51500-319 COVID-19 EXPENSES	Officer Face shields-covid	\$150.35
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$19.96
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$79.90
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$10.87
Cash Payment Invoice	E 101-55110-310 BOOKS & MATERIALS	dvd	\$19.96
Cash Payment Invoice	E 101-55200-365 BLDGS/GROUNDS MAI	Plumbing parts	\$73.88

VILLAGE OF HARTLAND

05/26/20 1:39 PM

Page 3

Payments

Current Period: MAY 2020

Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$19.38
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	Children DVD				\$13.99
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$24.96
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$17.96
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$57.88
Invoice						
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	Desktop speakers for chief				\$58.03
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	dvd				\$25.99
Invoice						
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	DVD refund				\$13.99
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$2,844.62
Refer	528 ARCHIVE SOCIAL			Ck# 2020253E 5/26/2020		
Cash Payment	E 101-51400-395 COMMUNITY RELATIO	ARCHIVE SOCIAL/MONTHLY				\$2,388.00
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$2,388.00
Refer	529 AT&T			Ck# 2020254E 5/26/2020		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	APR-MAY SERVICE				\$89.60
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$89.60
Refer	530 AUDIO IMPLEMENTS/GKC			Ck# 2020255E 5/26/2020		
Cash Payment	E 101-52100-300 OPERATING SUPPLIES	DeBarge Earpiece from Uniform Allowance				\$53.18
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$53.18
Refer	531 BIEBELS TRUE VALUE			Ck# 2020256E 5/26/2020		
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	Spray Enamel				\$14.97
Invoice						
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	Couplings, pvc piping, plumbing connectors				\$60.54
Invoice						
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	paint and brush				\$4.00
Invoice						
Cash Payment	E 101-52200-300 OPERATING SUPPLIES	Motor Tie Down				\$19.50
Invoice						
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	Paint, Roller and anchors				\$84.66
Invoice						
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	Paint for station				\$25.99
Invoice						
Cash Payment	E 101-52200-255 BLDGS/GROUNDS	Shelf Liner and Measuring Cup				\$24.10
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$233.76
Refer	532 BULLDOG TOWING			Ck# 2020257E 5/26/2020		
Cash Payment	E 101-52200-360 VEHICLE MAINT/EXPE	WHEEL LIFT				\$120.00
Invoice						

VILLAGE OF HARTLAND

05/26/20 1:39 PM

Page 4

Payments

Current Period: MAY 2020

Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$120.00
Refer	533 CMC RESCUE					
Cash Payment	E 101-52200-300 OPERATING SUPPLIES		Tubular Web			\$231.00
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$231.00
Refer	534 COUSINS SUBS					
Cash Payment	E 101-51440-300 OPERATING SUPPLIES		election food			\$144.95
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$144.95
Refer	535 DASH MEDICAL					
Cash Payment	E 101-51500-319 COVID-19 EXPENSES		DASH RUBBER GLOVES-COVID			\$119.80
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$119.80
Refer	536 DOG WASTE DEPOT					
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI		Dog waste bags			\$152.44
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$152.44
Refer	537 DS SERVICES					
Cash Payment	E 101-52200-255 BLDGS/GROUNDS		Coffee and water			\$107.78
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$107.78
Refer	538 ENDTERS SPORTS GRILL					
Cash Payment	E 101-51440-300 OPERATING SUPPLIES		ELECTION FOOD			\$196.06
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$196.06
Refer	539 ENERGEN BC					
Cash Payment	E 101-52200-300 OPERATING SUPPLIES		Refund of Fraudulent Charge			-\$825.00
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	-\$825.00
Refer	540 FALBO BROS PIZZERIA					
Cash Payment	E 101-55110-345 STAFF EDUCATION/TR		staff lunch			\$43.20
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$43.20
Refer	541 FOX BROS PIGGLY WIGGLY					
Cash Payment	E 101-51440-300 OPERATING SUPPLIES		ELECTION FOOD			\$14.79
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$14.79
Refer	542 IIMC					
Cash Payment	E 101-51400-300 OPERATING SUPPLIES		IIMC Membership			\$170.00
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$170.00
Refer	543 INDEED					
Cash Payment	E 101-55300-300 OPERATING SUPPLIES		Employment Ad for Summer Camp			\$231.59
Invoice						

VILLAGE OF HARTLAND

05/26/20 1:39 PM

Page 5

Payments

Current Period: MAY 2020

Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$231.59
Refer	544 <u>MACQUEEN EQUIPMENT GROUP</u> Ck# 2020269E 5/26/2020					
Cash Payment	E 101-53000-360	VEHICLE MAINT/EXPE	AIR CYLINDER/BROOM			\$1,240.33
Invoice						
Cash Payment	E 101-53000-360	VEHICLE MAINT/EXPE	SWEEPER REPAIR			\$1,340.26
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$2,580.59
Refer	545 <u>NATIONAL FLEET PARTS INC</u> Ck# 2020270E 5/26/2020					
Cash Payment	E 101-52300-360	VEHICLE MAINT/EXPE	Turn signal side markers			\$46.77
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$46.77
Refer	546 <u>PICNIC BASKET</u> Ck# 2020271E 5/26/2020					
Cash Payment	E 101-55110-345	STAFF EDUCATION/TR	National Library Week Lunch			\$71.28
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$71.28
Refer	547 <u>PRO1TEK</u> Ck# 2020272E 5/26/2020					
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	Hand sanitizer			\$92.40
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$92.40
Refer	548 <u>SIRCHIE FINGER PRINT LAB</u> Ck# 2020273E 5/26/2020					
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	Syringe collection tubes			\$63.43
Invoice						
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total	\$63.43
Refer	549 <u>TIME WARNER CABLE CREDIT CA</u> Ck# 2020274E 5/26/2020					
Cash Payment	E 101-55110-220	UTILITY SERVICES	MAR-APR PHONE			\$42.94
Invoice						
Cash Payment	E 101-52100-300	OPERATING SUPPLIES	MAR-APR PHONE			\$42.94
Invoice						
Cash Payment	E 101-51500-300	OPERATING SUPPLIES	MAR-APR PHONE			\$42.93
Invoice						
Cash Payment	E 620-53700-605	MAINTENANCE-WATER	MAR-APR PHONE			\$42.94
Invoice						
Cash Payment	E 101-52400-300	OPERATING SUPPLIES	MAR-APR PHONE			\$42.93
Invoice						
Cash Payment	E 204-53610-385	MAINTENANCE-COLLE	MAR-APR PHONE			\$42.94
Invoice						
Cash Payment	E 101-53000-220	UTILITY SERVICES	MAY-APR INTERNET			\$44.99
Invoice						
Cash Payment	E 620-53700-605	MAINTENANCE-WATER	MAY-APR INTERNET			\$44.99
Invoice						
Cash Payment	E 204-53610-385	MAINTENANCE-COLLE	MAY-APR INTERNET			\$45.00
Invoice						
Cash Payment	E 101-52200-290	OUTSIDE SERVICES/C	APR-MAY SERVICE			\$134.98
Invoice						
Cash Payment	E 101-53000-220	UTILITY SERVICES	APR-MAY SERVICE			\$9.33
Invoice						

VILLAGE OF HARTLAND

05/26/20 1:39 PM

Page 6

Payments

Current Period: MAY 2020

Cash Payment	E 101-53000-220 UTILITY SERVICES	MAR-APR PHONE			\$42.94
Invoice					
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	MAR-APR PHONE			\$42.93
Invoice					
Cash Payment	E 101-55300-300 OPERATING SUPPLIES	MAR-APR PHONE			\$42.93
Invoice					
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total \$665.71
Refer	550 TRINITY ECO SOLUTIONS		Ck# 2020275E	5/26/2020	
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	CLEANING SUPPLIES			\$3,881.00
Invoice					
Cash Payment	E 101-53000-365 BLDGS/GROUNDS MAI	CLEANING SUPPLIES			\$230.40
Invoice					
Cash Payment	E 101-51500-319 COVID-19 EXPENSES	DISINFECTANT			\$382.50
Invoice					
Cash Payment	E 101-53000-360 VEHICLE MAINT/EXPE	DEGREASER			\$596.40
Invoice					
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total \$5,090.30
Refer	551 UPS STORE		Ck# 2020276E	5/26/2020	
Cash Payment	E 101-55200-365 BLDGS/GROUNDS MAI	Parts return			\$20.97
Invoice					
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total \$20.97
Refer	552 WALMART		Ck# 2020277E	5/26/2020	
Cash Payment	E 101-55110-310 BOOKS & MATERIALS	DVDs			\$55.81
Invoice					
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total \$55.81
Refer	553 WATERTOWN MEMORIAL COMPA		Ck# 2020278E	5/26/2020	
Cash Payment	E 101-54910-365 BLDGS/GROUNDS MAI	CLEAN HEAD STONES			\$1,100.00
Invoice					
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total \$1,100.00
Refer	554 WI DEPT OF FINANCIAL INST		Ck# 2020279E	5/26/2020	
Cash Payment	E 101-51400-300 OPERATING SUPPLIES	notary renewal DeeDee			\$20.00
Invoice					
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total \$20.00
Refer	555 WI DMV		Ck# 2020280E	5/26/2020	
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	DOT Fee for License Suspension			\$9.00
Invoice					
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	DOT Fee for License Suspension			\$0.06
Invoice					
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	DOT Fee for License Suspension			\$3.00
Invoice					
Cash Payment	E 101-52100-290 OUTSIDE SERVICES/C	DOT Fee for License Suspension			\$0.18
Invoice					
Transaction Date	5/6/2020	Due 0	GF Checking	11100	Total \$12.24
Refer	556 WI DNR		Ck# 2020281E	5/26/2020	
Cash Payment	E 620-53700-930 MISC GENERAL EXPEN	ELC Renewal License			\$0.79
Invoice					

VILLAGE OF HARTLAND

05/26/20 1:39 PM

Page 7

Payments

Current Period: MAY 2020

Cash Payment E 620-53700-930 MISC GENERAL EXPEN ELC Renewal License \$45.00
Invoice

Transaction Date 5/6/2020 Due 0 GF Checking 11100 Total \$45.79

Refer 557 WI STATE FIRE CHIEFS ASSOC Ck# 2020282E 5/26/2020

Cash Payment E 101-52200-300 OPERATING SUPPLIES Division Chief Little Annual Renewal \$95.00
Invoice

Transaction Date 5/6/2020 Due 0 GF Checking 11100 Total \$95.00

Refer 558 ZOOM Ck# 2020283E 5/26/2020

Cash Payment E 101-51400-395 COMMUNITY RELATIO MONTHLY ZOOM ACCOUNT PAYMENT \$15.74
Invoice

Transaction Date 5/6/2020 Due 0 GF Checking 11100 Total \$15.74

Fund Summary

	11100 GF Checking	
620 WATER FUND		\$147.70
204 SEWER		\$87.94
101 GENERAL FUND		\$16,835.89
		<u>\$17,071.53</u>

Pre-Written Checks	\$17,071.53
Checks to be Generated by the Computer	\$0.00
Total	<u>\$17,071.53</u>

VILLAGE OF HARTLAND
LICENSES AND PERMITS
JUNE 08, 2020

Bartender (Operator's) License – Recommended for Denial

Dustin Pfeiffer

Additional related materials are attached.

Alcohol License Renewals

Listing attached of all applications for new/renewal of Class "B" Beer/"Class B" Liquor, Reserve Class "B" Beer/"Class B" Liquor, Class "A" Beer, Class "A" Beer/"Class A" Liquor, Class "B" Beer and "Class C" Wine licenses.

Amusement Devices

Beer Snobs, Inc., 122 Cottonwood Avenue
Endter's Sports Grill LLC, 300 Cottonwood Avenue
Flanagan-Dorn Legion Post #294, 231 Goodwin Avenue
Hoggers Pub LLC, 375 Cottonwood Avenue
KNP Enterprises, Inc. (The Phoenix), 129 Cottonwood Avenue
AJA of Oconomowoc, LLC (Pepino's), 600 Hartbrook Drive
The Triangle Tap, 247 W. Capitol Drive
Sun Laundries, LLC, 515 Cottonwood Avenue

Bartender (Operator's) License

Lisa Lynn Ingwell
Andrew Phillip Krueger
Sierra Justine Zuege
Bradley James Peterson
Angelica T. Mastandrea

Cabaret License

Stephen Berger, Beer Snobs, 122 Cottonwood Avenue
Maricela Feker, Zesti, 130 E. Capitol Drive
Tabitha McBride, Bin One Eleven, 111 E. Capitol Drive
Jack Gaudion, The Legend at Bristlecone Pines, 1500 E. Arlene Drive
William Lay, Flanagan Dorn Post 294 American Legion, 231 Goodwin Avenue
Patrick Endter, Endter's Sports Grill LLC, 300 Cottonwood Avenue
Linda Anson, Hoggers Pub LLC, 375 Cottonwood Avenue

Cigarette Licenses

BAJB Services, LLC, dba Colburn's Car Wash
Cardinal Service, 805 Cardinal Lane
Fox Bros Piggly Wiggly, 505 Cottonwood Avenue
Hartland Village Mart, Inc., 301 E. Capitol Drive

Stop N Go, 101 E. Capitol
The Legend at Bristlecone Pines, 1500 E. Arlene Drive
Walgreen's #9365, 423 Merton Avenue

Weights and Measures

BAJB Services, LLC, dba Colburn's Car Wash, 700 Hartbrook Drive
Biebel's True Value, 580 Hartbrook Drive
Cardinal Service, 805 Cardinal Lane
Fox Bros. Piggly Wiggly, 505 Cottonwood Avenue
Hartland Village Mart, Inc., 301 E. Capitol Drive
Stop N Go #273, 101 E. Capitol Drive
Sun Laundry, 515 Cottonwood Avenue
Walgreen's, 423 Merton Avenue
Wisconsin cement, 701 W. Capitol Drive

Class "B" Beer/"Class B Liquor" License

Applicant: Hartbrook Cafe
Location: 600 Hartbrook Drive
Agent: Steven Nguyen

The following documents are complete and on file

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

Class "B" Beer/"Class B Liquor" License

Applicant: Tabi's Lake Country
Location: 111 E. Capitol Drive
Agent: Tabitha McBride

The following documents are complete and on file

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

Items Related to the Annual Street Dance

The location for the event has been modified. See attached letter from the Chamber of Commerce regarding the event.

Temporary Class B Beer/Wine Permit

The Hartland Chamber of Commerce will sell beer and wine on Saturday, July 18, 2020 with sales in Nixon Park.

Public Dance License Application

Applicant: Hartland Chamber of Commerce

Date: Saturday, July 18, 2019
Time: 5:30 pm - 11:00 pm

Temporary Operator License for Annual Street Dance

Ronald Nollen

Village of Hartland

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

May 21, 2020

Dustin Pfeiffer
316 E Capitol Drive. #17
Hartland WI 53029

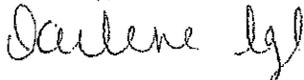
RE: Bartender License

Dear Mr. Pfeiffer:

The Police Chief is recommending that your application for renewal of a Bartender License in the Village of Hartland be denied based upon a previous felony conviction.

This license application will be reviewed at the June 8, 2020 Village Board meeting. You may appear at that meeting to discuss this recommendation with the Village Board. The meeting begins at 6:30 p.m. and will be held in the Board Room located in the Municipal Building, 210 Cottonwood Avenue.

Sincerely,



Darlene Igl, MMC/WCPC
Village Clerk

cc: Chief of Police Torin Misko
Hartland Athletic Advancement Association

TO: Village of Hartland Board of Trustees
Police Chief Torin Misko

FROM: von Briesen & Roper, s.c.
By: Christopher T. Koehnke

DATE: May 19, 2020

RE: Issuance of Operator's License to Convicted Felons

Chief Misko has asked our office to follow up with the Village of Hartland Board of Trustees regarding the issuance of operator's licenses to individuals who have been convicted of a felony.

In addition to municipal ordinances, the Wisconsin State Statutes govern the qualifications for the issuance of licenses and permits concerning the sale of alcohol. Specifically, Wis. Stat. § 125.04(5)(b) states:

(b) Criminal offenders. No license or permit related to alcohol beverages may... be issued under this chapter to any person who has habitually been a law offender or has been convicted of a felony unless the person has been duly pardoned.

The plain wording of Wis. Stat. § 125.04(5)(b) indicates that a municipal governing body may not exercise any discretion when issuing a license or permit to a felon related to the sale alcohol. Wisconsin law prohibits the issuance of such licenses and permits to any individual that has been convicted of a felony.

In the event that a license or permit was issued to a felon, such license or permit would likely be determined to be invalid, as the issuing municipal governing body would be acting contrary to state law, and without any authority.

Please let us know if you have any questions.

34783460_1

VILLAGE OF HARTLAND
NOTICE OF 2020 ALCOHOL LICENSE RENEWALS
VILLAGE BOARD MEETING
MONDAY, JUNE 8, 2020

Please take notice that the following applicants have made and filed renewal applications for Class “B” Beer/“Class B” Liquor, Reserve Class “B” Beer/“Class B” Liquor, “Class A” Liquor, Class “A” Beer, Class “A” Beer/“Class A” Liquor, Class “B” Beer and “Class C” Wine Licenses to be issued by the Village of Hartland, Waukesha County, pursuant to the approval of said applications, for the license period of July 1, 2020 ending June 30, 2021. These licenses will be considered by the Village Board at their meeting on Monday, June 8, 2020 at 6:30 pm. The meeting will be held in the Board Room of the Municipal Building, 210 Cottonwood Avenue.

CLASS “B” BEER/”CLASS B” LIQUOR

1. El Pueblo Inc., dba Café El Sol & Senor Tomas, 150 North Ave., Marco Alarcon, Agent
2. Flanagan-Dorn Legion Post #294, 231 Goodwin Ave., William T. Lay, Jr. Agent
3. KNP Enterprises, Inc., dba Phoenix, 129 Cottonwood Ave., Cherie Fetkenhauer, Agent
4. Palmer’s Steakhouse, LLC, dba Palmer’s Steakhouse, 122 E. Capitol Dr., Jerome Arenas, Agent
5. Endter’s Sports Grill, LLC, dba Endter’s Sports Grill, 300 Cottonwood Ave., Patrick Endter, Agent
6. Stacy and Scott Enterprise, LLC, dba The Triangle Tap, 247 W. Capitol Drive, Stacy Smith, Agent
7. The Legend at Bristlecone Pines, LLC, dba The Legend at Bristlecone, 1500 E. Arlene Dr., Jack Gaudion, Agent
8. Beer Snobs, Inc., dba Beer Snob Eats & Ales, 122 Cottonwood Ave., Steve Berger, Agent
9. Hogger’s Pub, LLC, dba Hogger’s, 375 Cottonwood Ave., Linda Anson, Agent
10. AJA of Oconomowoc, LLC, dba Pepino’s Hartland, 600 Hartbrook Drive, Anthony Armeli, Agent
11. Java Services, LLC, dba Pink Mocha Café, 418 Merton Ave., Heidi Nugent, Agent
12. Wisconsin Athletic Club, LLC, dba WAC – Lake Country, 560 S. Industrial Drive, Chezare Misko, Agent

RESERVE CLASS “B” BEER/”CLASS B” LIQUOR

1. Bin One Eleven, LLC, dba Tabi’s Lake Country, 111 E. Capitol Dr., Tabitha McBride, Agent
2. Hartland Hospitality Group, LLC, dba Zesti, 130 E. Capitol Dr., Maricela Feker, Agent

“CLASS A” LIQUOR

1. Jamesine’s Flowers LLC, dba The Flower Garden, 202 North Ave., Daniel Williamson, Agent

CLASS “A” BEER

1. Stop-N-Go of Madison, Inc., dba Stop-N-Go #273, 101 E. Capitol Dr., Andrew Bowman, Agent

CLASS “A” BEER/“CLASS A” LIQUOR

1. Fox Brothers Piggly Wiggly, Inc., dba Piggly Wiggly, 505 Cottonwood Ave., Lori Byom Fox, Agent
2. Walgreen Co., dba Walgreens #09365, 423 Merton Ave., Gina Podhola, Agent
3. Sendik’s Hartland, LLC, dba Sendik’s Food Market, 600 Hartbrook Drive, Theodore Balistreri, Agent
4. Hartland Village Mart, Inc., dba Hartland Village Mart, 301 E. Capitol Dr., Moyez T. Badani, Agent
5. CBS Investments, Inc., dba Cardinal Service, 805 Cardinal Lane, Steven Yahr, Agent

CLASS “B” BEER

1. Hartland Athletic Advancement Association, Inc., H.A.A.A. Bark River Canteen, Tom Ludtke, Agent
2. Hartland Athletic Advancement Association, Inc., H.A.A.A, Nixon Park Canteen, John McNeil, Agent
3. Board & Brush, LLC, dba Board & Brush Creative Studio, 110 W. Capitol Dr., Julie Selby, Agent
4. Endter’s Sports Grill, LLC, dba Lake Country Beer Garden, 175 E. Park Ave., Patrick Endter, Agent
5. American Legion Flanagan-Dorn Post 294, Concession Stand at Nixon Park, Thomas Lay, Agent

“CLASS C” WINE

1. Board & Brush, LLC, dba Board & Brush Creative Studio, 110 W. Capitol Dr., Julie Selby, Agent
2. Endter’s Sports Grill, LLC, dba Lake Country Beer Garden, 175 E. Park Ave., Patrick Endter, Agent

LAST NAME	FIRST , MIDDLE	ESTABLISHMENT
Alarcon	Amilcar Ulises	Senor Tomas
Anderson	Evan	Sendiks Food Market
Anson	Jeffrey J	Hoggers Pub
Arendt	Cynthia Ann	Cardinal Service
Arendt	Dominic Demitri	Cardinal Service
Arndorfer	Anna Marie	Endters
Beste	Macee Ann	Triangle Tap
Bishop	Jamie	Endters
Bodi	Erin Maureen	Triangle Tap
Chapman	Julie A.	HAAA
Costa	Heather June	Fox Bros-Piggly Wiggly
Curler	Trisha Lee	Stop-n-Go
Dibb	Rebecca Jane	Endters
Dittmar	Taylor Elise	Endters
Doyle	Mariah Jo	Sendiks Food Market
Dupras	Shelli Sue	The Phoenix
Ewert	Annah Claire	Hartland Village Mart - Citgo
Ewing	David	Stop n Go
Faught	Sanders Lawrence	Hartland Village Mart - Citgo
Field	Kristin Marie	Endters
Gallagher	Tracy Lnn	Endters
Gilchrist	Jordan Marie	Endters
Godgluck	David Karl	HAAA
Grenier	Scott Thomas	Triangle Tap
Hansen	Magen	The Phoenix
Hayett	Morgan Elizabeth	Triangle Tap
Henke	Haley	HAAA
Herold	Caitlin Margaret	Cardinal Service
Huelse	Marie Elizabeth	Hoggers Pub
Jambretz Jr	Brian James	Hartland Village Mart - Citgo
Janusz	Jason D	HAAA
Johnson	Natalie Rose	Hoggers Pub
Keczner	Jennifer Marie	Fox Bros-Piggly Wiggly
Kline	Denise Marie	HAAA
Knight	Jessica Jo	Endters
Kubale	Trisha Anne	Cardinal Service

Laufenberg	Kaitlyn Nicole	Hartland Village Mart - Citgo
Ludtke	Thomas Anthony	HAAA
Ludtke	Peter Michael	HAAA
Ludtke	Sue Ann	HAAA
Malik	Rabia Amena	Hoggers Pub
Marks	Kelly Jean	Triangle Tap
Marsalli	Charlene Marie	Tabi's
McBride	Colin Christoper	Tabi's
McCloud	Lucan Niall	Hartland Village Mart - Citgo
McCormick	Devan Edward	Endters
McElfresh	Lynne A	Tabi's
McKerrow	Darlene Ann	Stop-n-Go
McNeil	John Warren	HAAA
Morris	Debra	Stop-n-Go
Morris	Barbara Lynn	Stop-n-Go
Nannetti	Sarah C.	HAAA
Natzke	Juli A	HAAA
Olson	Margaret Todd	The Phoenix
Orgas	Stanley Robert	HAAA
Paz-Londona	Jose	Senor Tomas
Pelt	Teresa J.	The Phoenix
Pierson	Ashley Elizabeth	Endters
Piscitello	Barbara J.	Fox Bros-Piggly Wiggly
Platt	Maya Audrey	Cardinal Service
Robinson	Jennifer E.	Fox Bros-Piggly Wiggly
Rozek	Lauren C.	The Phoenix
Sadler	Kristine K	HAAA
Scheifen	Alana Jade	Hoggers Pub
Schildgen	Anna Christine	Sendiks Food Market
Selby	Julie P.	Board & Brush
Stechner	Alyssa	Hartland Village Mart - Citgo
Steuber	Joanna	Triangle Tap
Thommesen	Megan Marie	Hoggers Pub
Tomaw-Oclair	Ronald Matthew	Fox Bros-Piggly Wiggly
Torke	Antony James	Sendiks Food Market
Tracy	Scott Michael	Hartland Village Mart - Citgo
Welch	Cheston Guy	Endters

White-Jones	Lamar Jerrod	Stop N Go
Whitney	Kyle Donald	Endters
Williams	Caitlin Rose	Fox Bros-Piggly Wiggly
Woodring	Ann	Triangle Tap
Zawacki	Maera Lynn	Triangle Tap
Zwieg	Linda Marie	HAAA
Zwieg	Brittany Jean	HAAA

Village of Hartland

**Notice of New Class “B”
Beer/“Class B” Liquor
License Application
Village Board Meeting
Monday, June 8, 2020
6:30 p.m.**

Notice that the applicant Hartbrook Cafe has made and filed an application for a Class “B” Beer/“Class B” Liquor License to be issued by the Village of Hartland, Waukesha County, Wisconsin pursuant to the approval of said applications, for the license period of July 1, 2020 ending June 30, 2021.

This application will be considered by the Village Board on June 8, 2020 at 6:30 p.m. in the Board Room, Municipal Building, 210 Cottonwood Avenue.

Agent: Steven Nguyen, 1034 Dresser Ave., Waukesha WI 53188
Trade Name: Hartbrook Cafe
Location: 600 Hartbrook Drive, #110, Hartland, WI 53029

All interested parties will be heard.

Darlene Igl, MMC/WCPC
Village Clerk

Village of Hartland

**Notice of New Class "B"
Beer/"Class B" Liquor
License Application
Village Board Meeting
Monday, June 8, 2020
6:30 p.m.**

Notice that the applicant Bin & Brew, Inc. has made and filed an application for a Class "B" Beer/"Class B" Liquor License to be issued by the Village of Hartland, Waukesha County, Wisconsin pursuant to the approval of said applications, for the license period of July 1, 2020 ending June 30, 2021.

This application will be considered by the Village Board on June 8, 2020 at 6:30 p.m. in the Board Room, Municipal Building, 210 Cottonwood Avenue.

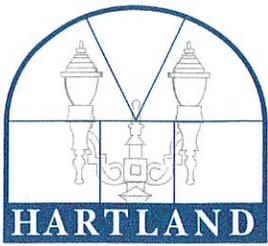
Agent: Tabitha McBride,
W282N6668 Meadowlark Lane,
Hartland, WI 53029

Trade Name: Tabi's Lake
Country

Location: 111 E. Capitol Drive,
Hartland, WI 53029

All interested parties will be
heard.

Darlene Igl, MMC/WCPC
Village Clerk



300 Cottonwood Ave., Ste. 12
Hartland, WI 53029
(262) 367-7059
chamberdirector@hartland-wi.org
www.hartland-wi.org

CHAMBER OF COMMERCE

HARTLAND CHAMBER OF COMMERCE STREET DANCE

July 18, 2020

OVERVIEW

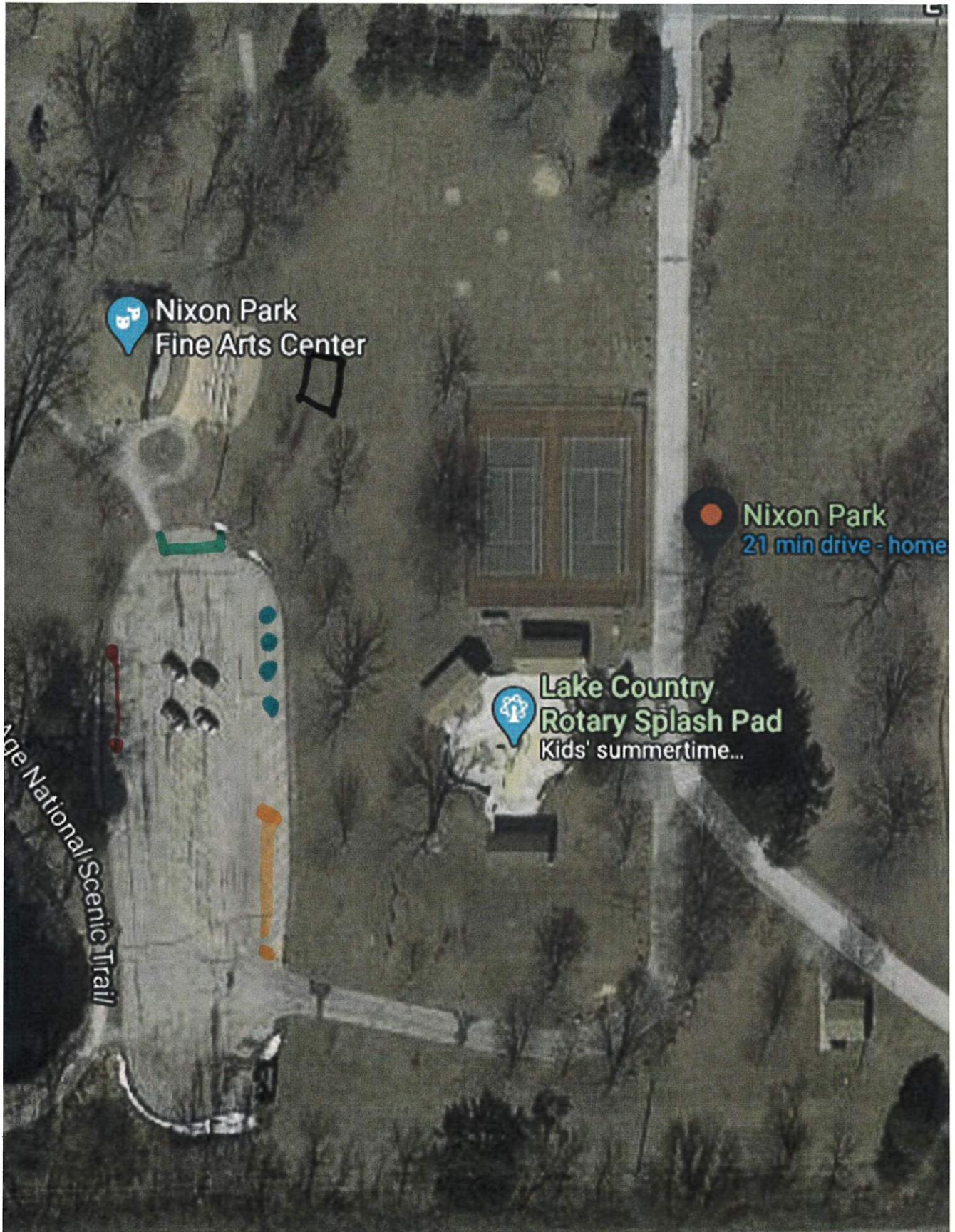
The Hartland Chamber of Commerce has been coordinating a Street Dance for the Hartland community for almost 50 years. The dance has been held throughout Hartland but for the vast majority of years, the dance has been held in the street along E. Capitol Drive. While the Village of Hartland has already approved the dance, due to COVID-19 and our desire to increase safety protocols to the best of our ability, we have opted to hold the dance at Nixon Park to help spread the event out in a larger location.

GOALS

1. Fundraising opportunity for the Hartland Chamber. Our annual operating budget depends upon membership dues and fundraising.
2. Provide an opportunity for the local community to enjoy music and camaraderie.

SPECIFICATIONS

- Nixon Park 1:00 pm – 11:00 pm
 - Set-up and deliveries 1:00 – 5:30
 - Food, alcohol and beverage sales 5:30 – 11:00
 - Early entertainment solo artist front of stage 5:30 – 7:00
 - Stage musicians 7:00 – 11:00
 - Beer Garden – Pat Endter is on the Board of Directors of the Hartland Chamber of Commerce and therefore aware of this request. We are working together
 - Port O Johns provided by the Chamber



- BAR
- Port O JOHN
- FOOD TRUCKS
- TICKET BOOTHS

● AREA for Stage Crew

**VILLAGE OF HARTLAND
FINE ARTS CENTER RESERVATION APPLICATION**

210 Cottonwood Avenue Hartland, WI 53029 Phone 262-367-2714 FAX 262-367-2430

Organization or Individual's Name: HARTLAND CHAMBER OF COMMERCE
 Name of Person In Charge: LYNN MINTURN
 Telephone Number:(Home) 262.370.9079 (Work) 262.367.7059 (EMAIL) chamberdirector@hartland-wi.org
 Address: 300 COTTONWOOD AVENUE HARTLAND 53029
Street/Mailing Zip Code
 If Above Person Cannot Be Reached: MATT GAULKE
 Telephone Number:(Home) 262.844.3984 (Work) 262.367.7594 (EMAIL) matt.gaulke@greatmidwestbank.com
 Address: 600 HARTBROO
Street/Mailing Zip Code
 Name of Group, Performer: TIM URBAN / CROSSFIRE
 Description of Entertainment: BAND AND SOLO ARTIST
 Is Sponsor Classified as Non-Profit: YES
 Other Permits Required: Beer Shelter Other Already Approved
 Date Paid: 6/2/2020 Fee Paid \$150.00 Deposit Paid _____ Receipt Number 210863

FEES	Resident	0 - 50	51 - 100	101 - 200	201	
			\$80.00+ 4.08	\$100.00 + 5.10	\$125.00 + 6.38	\$150.50 + 7.68
Non Resident	0 - 50		51 - 100	101 - 200	201 +	
		\$100.00+ 5.10	\$130.00+ 6.63	\$170.00 + 8.67	\$200.00 + 10.20	
<i>Note: Deposit to be paid by all users</i>		0-50	51-100	101-200	201-300	300+
Refundable Deposit Amounts		\$50.00	\$100.00	\$200.00	\$300.00	\$400.00

(Office Use Only)

Permit Number _____	Date of Use	Time of Use	Resident/ Non-Resident	Estimated Attendance	Insurance Certificate Required as Determined by Village (y or n)	Electricity Needed (y or n)	TOTAL FEE/DEPOSIT	Date Issued	Issued By
Fine Arts Center (FAC)	7/18/20	7-11pm	R			Y	\$150.00		
Food/Beverage Sales at Concession Window?	<input type="checkbox"/> Yes <input type="checkbox"/> No								
Sales of Other Items? Describe Items and Point of Sale									

I verify the documented information and agree to abide by the Park Board's Policy and Village Ordinances regarding Park Usage.

Lynn Minturn
Signature

PLEASE BRING THIS PERMIT WITH YOU TO THE PARK



VILLAGE OF HARTLAND

210 Cottonwood Avenue
Hartland, WI 53029

Phone: 262-367-2714
Fax: 262-367-2430

FEE: \$50
Receipt No. _____
License Number _____

Public Dance License Application

(Pursuant to Village of Hartland Municipal Code Sec. 10-206 – 10-232)

Please Print:

Name of Business HARTLAND CHAMBER OF COMMERCE

Address of Business 300 COTTONWOOD AVENUE ST 12

Business Phone 262-367-7059

Applicant's Name LYNN MINTURN

Applicant's Address 2537 HORSESHOE BD

Applicant's Phone 262-367-7059 Email chamberdirector@hartland-wi.org

Signature of Applicant Lynn Minturn

Date of Application 6.2.2020

Address of Property Where Public Dance Will Be Held:
NIXON PARK

Date of the Event: 7.18.2020

Time of Event: 1⁰⁰ — 11⁰⁰ pm

Class "B" Malt and Liquor License or Temporary "Class B" Held by:
HARTLAND CHAMBER OF COMMERCE



Attach a diagram showing exterior boundaries of the parking area and the total number of vehicles which can be accommodated if dance is held inside a licensed premise.



Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 6.2.2020

Town Village City of HARTLAND

County of WAUKESHA

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning July 18, 2020 and ending July 18, 2020 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

** See Note Below*

(a) Name HARTLAND CHAMBER OF COMMERCE

(b) Address 300 COTTONWOOD AVENUE STE 12 HARTLAND WI 53029
(Street) Town Village City

(c) Date organized 1950

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

CHAIR President LYNN MINTURN 300 Cottonwood Ave Ste 12 Hartland WI 53029
 Vice President Matt Gaulke Great Midwest Bank, 600 Hartland WI 53029
 Secretary LYNN MINTURN SAME
 Treasurer Mark Hayes, H+P CPAs 305 Cottonwood Ave Hartland WI 53029

(g) Name and address of manager or person in charge of affair: LYNN MINTURN
2537 HORSESHOE DR HARTLAND, WI 53029

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number NIXON PARK

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

Please have dates of July 17 - July 18 on permit so wine delivery can take place at chambers office on July 17 as beverage company does not deliver on weekend

3. Name of Event

(a) List name of the event HARTLAND STREET DANCE

(b) Dates of event July 18, 2020

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Lynn Minturn 6.2.2020
(Signature/date)

(Name of Organization)
 Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

June 3, 2020

Village of Hartland

Board of Directors

Dear Board Members,

Thank you for taking the time to consider the Hartland Chamber of Commerce request for funds. Current economic and social conditions, created by the Covid-19 pandemic, have made fundraising quite difficult for the chamber. That has resulted in concern from the board over the long-term solvency of the chamber.

We currently forecast we have enough funds to proceed until September of this year. We are working on an SBA EIDL loan in the amount of \$25,000 that looks promising but has not been completely confirmed yet. We have mailed out letters seeking help from our members that has also increased our coffers a bit. We also still have the possibility of funds from a successful street dance and a European trip that is planned. Both of those we feel may not happen, so we have not factored those unknowns in.

Specifically, we would like to request a \$25,000 grant from the Village of Hartland to ensure our future going forward. We are asking at this point so if it is needed the funds are available quickly. We are not asking for them to be disbursed upon approval, only held for the chamber in the event we need it. As you are all well aware, our world is full of uncertainty now and this assistance would go far to keep this important Hartland community organization a part of our community. If a grant is not available, we also would like to ask for the same amount in a loan. Again, only to be approved now but not disbursed until needed.

Thank you for considering our request. Please feel free to contact us with any questions or concerns.

Best Regards,

Your Chamber of Commerce Board of Directors

PLANNED UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF HARTLAND

AND

TMPN HARTLAND LLC

June 8,2020

PLANNED UNIT DEVELOPMENT AGREEMENT

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THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the 8th day of June, 2020 by and between TMPN HARTLAND, LLC a Wisconsin Limited Liability Company, and Hartland Plaza LLC, a Wisconsin Limited Liability Company (collectively, the “Developer”) and the VILLAGE OF HARTLAND, a Wisconsin Municipality, (the “Village”).

RECITALS

- A. Developer has represented that they are the owner of approximately 392,269 sq. ft. of real property consisting of a strip mall complex located in the Village of Hartland with a street address of 600 Hartbrook Drive, Waukesha County, Wisconsin and legally described on Exhibit A attached hereto (the “Site”) and desires to redevelop a portion of the complex to allow for the expansion of a Sendik’s grocery store (the “Project”), which is its anchor tenant.
- B. Developer desires to expand the easternmost portion of a single-story brick and block building depicted on Exhibit B (Site Plan) and seeks dimensional yard modifications pursuant to Village of Hartland Ordinance § 46-804.
- C. Upon consideration of a conceptual plan for the proposed development, it has been determined by the Plan Commission and Village Board that the proposed redevelopment is consistent with the relevant provision contained in the Village of Hartland Comprehensive Development Plan: 2035.
- D. The Developer will not need to submit a proposed Plat or CSM for the redevelopment of the Project provided it submits and obtains approval from the Village Engineer for a reduced utility easement traversing the entire north length of the Site from WE Energies and other users of same. No building permit will be issued by the Village Building Inspector until the reduced easement has been approved by the Village Engineer and proof of its recording has been presented. (Exhibit F, G)
- E. Developer will submit for approval by the Village Engineer Final Construction and Building Plans for the Site for final approval by the Village Engineer in conformity with the recommendations of the Plan Commission accepted by the Village Board of Trustees.

38 F. The Village of Hartland is requiring that as conditions of its approval of development on the
39 Site, Developer must make and install all improvements necessary to service the
40 development of the Site as detailed on Exhibit C and that the acceptance of the dedication of
41 all public improvements on Exhibit D shall be contingent upon the construction of said
42 improvements according to applicable State and municipal specifications and ordinances.
43 The storm sewer to be located in Sunnyslope Drive will be constructed by a Village engaged
44 contractor. Developer will advance 90% of its agreed upon share at the time of the signing of
45 this Agreement and will reimburse the Village for the balance of the storm sewer cost within
46 30 days of being invoiced for same by the Village.

47

48 Two street trees will be planted in the Village right of way at the sole expense of Developer
49 in accordance with the landscaping plans contained in Exhibit D. No other public
50 improvements beyond those described in this section D will be required. There are no other
51 public improvement beyond those shown on Exhibit D, H.

52

53 G. The Village Board hereby duly approves Developer's plans and specifications for the Project,
54 conditioned upon Developer's entry into this Agreement.

55

56 H. Developer agrees to redevelop the Site as herein described in strict accordance with this
57 Agreement.

58 FINDINGS

59 The Village of Hartland Plan Commission and Village Board of Trustees have made the
60 following findings as they relate to the Project.

61 A. The proposed site will be provided with adequate drainage facilities for surface water and
62 storm water as shown on Exhibit C and further conditioned on the Developer completing the
63 implementation of same in accordance with Village ordinances and subject to Village
64 Engineer approval.

65

66 B. The proposed site will be accessible from public roads that are adequate to carry the traffic
67 that can be expected to be generated by the proposed redevelopment.

68

69 C. No undue constraint or burden will be imposed on public services and facilities, such as fire
70 and police protection, street maintenance, water, sanitary sewer and storm drainage, and
71 maintenance of public areas by the proposed development.

72

73 D. The driveways on the site of the proposed redevelopment will be adequate to serve the
74 customers and visitors of the proposed redevelopment and will meet the minimum standards
75 of all applicable ordinances or administrative regulations of the Village.

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- E. Adequate centralized public water and sewer facilities will be provided.
- F. The entire Site to be included in this Planned Unit Development Overlay District will be held under single ownership during redevelopment.
- G. The existing locations of entrances and exits have been determined to be adequate to prevent unnecessary interference with the safe and efficient movement of traffic on surrounding streets, and the redevelopment will not create an unreasonable adverse effect upon the general traffic pattern of the surrounding neighborhood. The site has been determined to contain sufficient parking in accordance with the requirements of the Village ordinances.
- H. The size and design of the easternmost portion of the complex, its landscaping and other site redevelopment features in the Project will be compatible with the general character of the Village and specifically to the surrounding neighborhood, and the design of the redevelopment will continue to result in an attractive and harmonious commercial complex compatible with and not adversely affecting the property values of the surrounding neighborhood.
- I. Structure types will be compatible with other structural types permitted in the underlying basic use district.
- J. Provision has been made for the installation of adequate storm water drainage facilities and the continuing maintenance and operation of such facilities.
- K. Provision has been made for adequate, continuing fire and police protection.
- L. The population density of the redevelopment will not have an adverse effect upon the village to provide capacity needed to provide municipal service facilities since the Project does not include any residential components.
- M. Adequate guarantee is provided for permanent preservation of open space areas.

NOW, THEREFORE, in consideration of the granting of final approval of the Final Building and Landscape Plans for the Site by the Village, the covenants of the Village set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does hereby agree to develop the Site as follows:

Section I. PUD Requirements

- 115 A. Developer shall comply with this Agreement.
116
117 B. The Project shall be limited by the Exhibits attached hereto.
118
119 C. The Project shall at all times comply with the requirements of the underlying zoning district
120 encompassing the site.

121 Section II. Improvements.
122

123 Developer shall prepare the Site and construct the improvements on and off the Site described
124 below (all at Developer's sole expense) in accordance with the Final Construction and Building
125 Plans and specifications as approved by the Village Engineer and attached to this Agreement as
126 exhibits ("Project").

- 127 A. Landscaping and Erosion Control.
128 1. Developer, and all its agents, contractors and subcontractors shall grade, seed and
129 otherwise landscape the Site in strict compliance with the plans and specifications set
130 forth on Exhibit D, and shall at all times remain in compliance with all applicable
131 municipal and state erosion control restrictions and requirements and also follow the
132 landscape implementation note in the footnote attached hereto¹. Developer shall be

¹ Landscape Notes – The proposed design keeps as much existing plant material that is practical.

1. Removal of all the pear trees since they mostly are in poor condition and/or too close to the street trees.
2. Remove existing spires. These offer little screening of the building.
3. Keep most of the arborvitae except the 2 poor ones on the east end.
4. The street trees are in good or fair condition. Remove existing elm tree on the east side of the addition to allow for new storm sewer pipe and replace with street tree further to the west to align with existing street trees.
5. Planting a large growing shrub where there are tree gaps between the arborvitae and extending the arborvitae around the east end of the proposed addition.
6. Add additional planting to the west end of the addition add a little visual interest.
7. Repair lawn areas and install new law where needed.
8. Add Note: General Contractor to coordinate with professional tree subcontractor to prune existing tree line where required during construction and properly cut existing tree roots to help prevent further damage.
9. Add Note: Owner to coordinate professional tree subcontractor to observe and report tree line condition 1 year after construction is complete and make any further suggestions about the health of the tree line and any future maintenance required to meet the village's satisfaction.
10. Add Note: Any agreed upon replacement of trees should make the best attempt to match the species and the size of the existing tree line to provide the best screening and maintain the desired look to meet the village's satisfaction.

133 obligated to implement the landscape plans and specifications in such a manner as to
134 preserve or increase the amount of screening currently being provided at the north
135 boundary of the Site from the adjacent residential neighborhood. Developer
136 acknowledges that its Project will require the relocation of trees and other plant materials
137 which may during the life of the Project not survive or significantly deteriorate. Since it is
138 not possible to determine the timeline for such occurrences, Developer agrees to replace
139 and augment the trees and plants that it installs to provide and maintain screening at all
140 times that the Project exists. Developer agrees to promptly replace and augment the trees
141 and plants upon the written request from the Village exercising its reasonable discretion
142 from time to time. Developer and Village agree that this subsection II B.1. shall survive
143 the termination of this Agreement and shall run with the land and shall be binding on all
144 successors and assigns of Developer.

- 145 2. Developer shall complete required erosion control inspections and reports in accordance
146 with the erosion control permit standards. Developer shall be responsible for costs of
147 periodic compliance inspections of erosion control facilities that will be conducted by the
148 Village Engineer or his designee.
- 149 3. If any erosion control facilities (including but not limited to bales, silt fence and berms)
150 are washed out or otherwise rendered ineffective as determined by the Village Engineer
151 or DPW Director or Building Inspector, Developer shall repair or replace said facilities
152 within 48 hours of being so notified in writing by the Village Engineer or DPW Director
153 or Building Inspector. If Developer fails to repair or replace said facilities within 48
154 hours of being so notified by the Village Engineer or DPW Director or Building Inspector
155 the Village may, but is not required to, repair or replace such facilities and charge 125%
156 percent of all costs incurred by the Village in so reinstalling said facilities to Developer.
157 The Village may collect this amount from any amounts payable to Developer that the
158 Village is holding pursuant to this Agreement.
- 159 4. Developer shall, simultaneous with the execution of this Agreement, provide the Village
160 a temporary access easement to the Village in the form attached hereto and incorporated
161 by reference as Exhibit D to permit repair or replacement of said facilities in the event of
162 a default by Developer.

163
164 B. Signs, Pavement Markings and Lights.

- 165 1. Developer shall provide and install (subject to Village approval) all signs and pavement
166 markings as specified in Exhibit C.
 - 167 2. Developer shall also provide and install building mounted lights for the project as
168 specified in Exhibit C,F and G at no cost to the Village.
- 169

170 C. Hazardous Substances.

171 Developer hereby represents and warrants to the Village that Developer has no knowledge of,
172 nor reason to believe that, any “hazardous substances” as defined in U.S.C. § 9601 or listed
173 in Chapter 40 of the Code of Federal Regulations nor any petroleum, crude oil, natural gas or
174 other petroleum product are currently present on the Site. If, during the course of carrying out
175 its obligations under this Agreement, Developer acquires information indicating the possible
176 existence of a hazardous substance or petroleum product on the Site, Developer shall
177 immediately notify the Village Engineer/DPW Director of this information and be
178 responsible for appropriate removal and cleanup.

179

180 D. Street Trees.

- 181 1. Developer has provided a plan for the installation of street trees as shown in the Street
182 Tree Plan set forth in the attached Exhibit D, which plan shall be in compliance with all
183 applicable provisions of Chapter 90 of the Village Code of Ordinances pertaining to trees.
- 184 2. Upon application for a building permit for a given condominium unit, the Developer shall
185 pay to the Village the cost of providing and planting trees as required by the Village Code
186 and as identified on the Street Tree Plan as such cost is determined by the Village.

187

188 E. As Built Drawings

189 Developer shall, at its sole expense, furnish one set of reproducible “as built” plans for the
190 Project improvements described in this Section II including the final location and elevation
191 of the various improvements as required by the Village Engineer and/or Public Works
192 Director including, but not limited to, storm sewer facilities, storm water facilities, street
193 signs, street lights and street trees. Reproducible plans shall be provided on Mylar or another
194 similar media acceptable to the Village Engineer and to the Director of Public Works
195 together with an electronic file copy of said plans compatible with the Village’s GIS software
196 prior to Village acceptance of dedication. Electronic plans provided hereunder shall include
197 GPS locations for manholes, valves and other included items at a fixed location. Electronic
198 plans provided hereunder shall also include size and species for all street trees.

199 Section III. Dedication.

200 A. Subject to all of the other provisions of this Agreement and the exhibits attached, Developer
201 shall, without charge to the Village, upon completion of Exhibit D public improvements on
202 the Site described as such in accordance with any plans and specifications attached hereto as
203 exhibits, unconditionally give, grant, convey and fully dedicate the same to the Village, its
204 successors and assigns, forever, free and clear of all encumbrances whatever, together with,
205 including, without limitation, all structures, mains, conduits, pipes, lines, equipment and
206 appurtenances which may in any way be a part of such public improvements and together
207 with any and all necessary easements for access thereto. Developer shall obtain title
208 insurance to insure the transfer of ownership in areas that are dedicated to the Village.

209 Developer shall also pay, when due, all transfer taxes, if any, that arise as a result from said
210 dedications.

211

212 B. Developer shall notify the Village, in writing when any public improvement described as
213 such in the attached exhibits is complete in accordance with the plans and specifications
214 attached hereto as exhibits. Within fourteen (14) days of the date of such notice, the Village
215 Engineer and DPW Director shall inspect and/or re-inspect as necessary any public
216 improvements described in Developer's notice and prepare and deliver to Developer a
217 written punch list of repairs necessary to bring such public improvement into conformance
218 with the applicable plans and specifications. Upon Developer's written notice to the Village
219 Engineer and DPW Director that all punch list repairs for any such public improvement are
220 complete, and following satisfactory completion of any applicable re-inspection, the Village
221 shall, subject to the re-inspection and approval of the Village Engineer and DPW Director, by
222 separate resolution, accept the dedication of such public improvement.

223

224 C. Unless previously provided, simultaneous with the acceptance by the Village of any
225 storm/surface water improvement for the Site, Developer shall, at its sole expense, furnish
226 one set of reproducible "as built" plans of such public improvement. Reproducible plans
227 shall be provided on Mylar or another similar media acceptable to the Village Engineer and
228 to the Director of Public Works together with an electronic file copy of said plans compatible
229 with the Village's GIS software prior to Village acceptance of dedication. Electronic plans
230 provided hereunder shall include GPS locations for manholes, inlets, valves and other
231 structures.

232 Section IV. Miscellaneous Requirements and Provisions.

233 Underground Utilities. All new electrical, telephone, gas and cable television utilities and
234 services on the Site shall be buried underground in accordance with Chapter 50 of the Municipal
235 Code of the Village of Hartland. Coordination of installation of such utilities and services shall
236 be the responsibility of Developer.

237 A. Manner of Performance. Developer shall cause all construction called for by this Agreement
238 to be carried out and performed in a good and workmanlike manner.

239

240 B. Permits. Developer hereby agrees to obtain, at its sole expense, all necessary permits,
241 [including a Right of Way Permit for the installation of two (2) street trees] and approvals
242 from all governmental authorities with jurisdiction over the Site, including, but not limited to,
243 the Village, Waukesha County, Delafield Hartland Water Pollution Control Commission, and
244 Department of Natural Resources, when required prior to the start of construction, demolition
245 or hazardous waste abatement with respect to the applicable portion of the Site work.
246 Developer shall be solely responsible for paying, at the time of building permit application,

247 all applicable sewer or water connection fees, if any are applicable, pertaining to connection
248 of such utilities servicing the Project which are customarily and uniformly assessed.

249

250 C. Locations. The parties agree that the locations of existing Village water, sanitary sewer and
251 storm sewer facilities are approximate locations only. It is Developer's sole responsibility to
252 definitively locate all such Village facilities in the field, and the Village bears no liability if
253 any of said facilities are not located where indicated in the documents described in this
254 subsection. Developer acknowledges that an existing electrical installation and some aspect
255 of an existing storm sewer will need to be moved to accommodate improvements included
256 under this Agreement.

257 Section V. Time.

258 A. Provided that the Village grants approval to commence within fifteen (15) business days
259 from the request by Developer and following the execution and recording of this Agreement
260 and its Exhibits, Developer shall complete the following aspects of said improvements on the
261 Site for the Project, all in compliance with the requirements of this Agreement, on or before
262 the following dates:

263

264 B. Except as set forth in subsection C below, time is of the essence as to all deadlines set forth
265 in this section. Upon failure of Developer to meet one or more deadlines specified in this
266 section, Village may (but is not required to) complete that aspect of the Project and charge
267 Developer 125 percent (125%) of the actual costs incurred by Village in so completing that
268 aspect of the Project. Village may draw upon the security provided in this Agreement for the
269 payment of said charges against Developer.

270

271 C. If delay in completion of any public improvements on the Site described in this Agreement is
272 caused or contributed to by act, omission, misconduct or neglect of the Village or those
273 acting for or under the Village, labor disputes, casualties, acts of God or the public enemy,
274 governmental embargo restrictions, shortages of fuel, labor or materials, action or non-action
275 of public utilities or of local, state or federal governments affecting the work or other causes
276 beyond Developer's reasonable control, then the time of completion of such public
277 improvements shall be extended for the additional time caused by such delay.

278 Section VI. Payment of Village Fees.

279 1. Developer and Village acknowledge that the Village has caused a needs assessment study
280 to be performed pursuant to Wis. Stat. § 66.55 and that the Village has enacted an
281 ordinance (§ 50-232) that imposes impact fees pertaining to the Village's services and
282 facilities. The Parties acknowledge that the ultimate customers of the Site will likely
283 utilize these Village services and facilities and that the impact fees imposed by Village

- 284 Ordinances are necessary to pay for the capital costs of the facilities in order to
285 accommodate land development. Accordingly, Developer represents and warrants that it
286 will pay to the Village impact fees, if applicable, in the then current amount in
287 accordance with the Village Code upon application for building permits.
- 288 2. An inspection fee deposit, for inclusion in the Developer escrow maintained by the
289 Village, in cash or check, in the amount of \$10,000 at the time of execution of this
290 Agreement. Developer shall be responsible for actual inspection costs and fees incurred
291 by the Village which shall first be deducted from such deposit.
- 292 3. Developer shall, in cash or check, continue to maintain an escrow balance with the
293 Village of Hartland through which the Village will reimburse itself for legal,
294 administrative, engineering and fiscal expenses paid by the Village on behalf of the
295 Project. From time to time during the development process, after said escrow deposit is
296 diminished by expenses incurred or to be incurred by the Village, the Village may require
297 additional funds to be deposited into the escrow, which additional funds shall be paid
298 within 30 days after written demand.

299 Section VII. Security for Payment and Performance of Developer's Obligations

300 Security Required. Prior to commencement of construction activities related to the
301 Development, Developer shall deliver or cause to be delivered to the Village acceptable cash
302 equal to one hundred fifteen percent (115%) of the Village Engineer's cost estimate of all public
303 improvements (i.e. storm sewer, and other improvements) improvements for the Site shown on
304 the applicable plans and specifications pertaining thereto (including, but not limited to,
305 temporary and permanent landscaping and erosion control provisions, landscaping, seeding, and
306 other improvements); and

307

308 A. Form of Advance Cost Deposit and Security. Advanced Cost Deposit for cost share of
309 construction of storm sewer **[90% of \$53,59 payable at the execution of this Agreement]**
310 and security provided in this Agreement shall be in the form of cash, and in the case of
311 security accompanied by an executed form acceptable to the Village Attorney which absolves
312 the Village of any liability associated with any disbursement, indemnifies the Village from
313 any damages, including attorney fees associated with any claim or action arising from or in
314 conjunction any disbursement of the cash security, and reserves the right for the Village to
315 decline to accept the dedication of any public improvement(s) notwithstanding the Village's
316 disbursement of cash security funds for the payment or work associated with the same or
317 portion of a public improvement. The amount of such cash security, if any, shall be reduced
318 when work secured hereby is completed and dedicated to and accepted by the Village except
319 that there shall be a retainage of 10 % of the cost of completion of the public improvement(s)
320 pursuant to section VIII hereafter.

321

- 322 B. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced
323 as the improvements described in the plans and specifications set forth on the attached
324 exhibits are completed and approved by the Village Engineer in accordance with the
325 following procedure.
- 326 1. From time-to-time during the course of construction, Developer may request the Village
327 Engineer to inspect the construction work completed to that date, and the Village
328 Engineer, as agent of the Village, shall use his best efforts to make such inspection within
329 seven (7) days after the request.
 - 330 2. The request to inspect shall be accompanied by a certification prepared by Developer's
331 engineer and stating the work completed, an estimate of the dollar value of the work
332 completed to date of the request and since Developer's engineer's last certification and
333 that the work has been completed in a good and workmanlike manner and in compliance
334 with the Plat and applicable plans and specifications.
 - 335 3. The request for inspection shall also be accompanied by a certification from Developer's
336 engineer estimating the cost to complete the remaining balance of the improvements,
337 with the estimated dollar value of the improvements completed and the estimated cost to
338 complete the remaining improvements being on a form and presented in a manner
339 reasonably acceptable to the Village Engineer.
 - 340 4. Prior to reduction of the security amount, Developer shall deliver to the Village a sworn
341 contractor's statement and appropriate photocopies or originals of lien waivers showing
342 that all work in place and for which a reduction in the security is requested has been fully
343 paid for or that all mechanic's or other liens have been waived.
 - 344 5. The Village Engineer shall approve a reduction in the Security provided the following are
345 met:
 - 346 i. Receipt of the required documentation from the Developer
 - 347 ii. Inspection by the Village Engineer
 - 348 iii. Certification by the Village Engineer to the Village:
 - 349 1. The dollar value of the work completed to the date of the request for
350 inspection and since the last certification by the Village Engineer
 - 351 2. That the work has been completed in a good and workmanlike manner
352 and in compliance with the applicable plans and specifications
 - 353 3. That no mechanic's or other liens will attach to the Site or to any
354 property of the Village as a result of the installation of the
355 improvements
 - 356 4. That Developer's engineer's or Village Engineer's estimate of the
357 dollar value of the work completed and the cost to complete the
358 remaining improvements are reasonable.
 - 359 iv. The balance remaining in the security is at least equal to one hundred percent
360 (100%) of the cost to complete all the remaining public improvements plus
361 fifteen percent (15%) of the total cost of any completed improvements.

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- C. Release of Security Upon Completion. Upon final completion of all of the improvements, the acceptance by the Village of the all the public improvements , the then remaining balance of the security shall be released and returned, except that there shall be a retainage of 10% of the cost of completion of all the work and materials of the public improvements accepted by the Village pursuant to section VIII hereafter, after first drawing upon the security for any fees and costs due and owing to the Village pursuant to all applicable ordinances and this Agreement.

- D. Return of Excess Proceeds After Default. In the event of default by Developer under this Agreement, if any of the security funds remain in the possession of the Village after all of the public and private improvements have been completed in a good and workmanlike manner and in accordance with the applicable plans and specifications, all warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village, including reasonable attorney’s fees, engineering fees, consultant fees, or other out-of-pocket expenses incurred in completing the improvements, in releasing liens thereon in paying for work completed prior to default are paid, or other costs incurred as a result of the default of Developer; then any remaining balance shall be paid to Developer except that there shall be a retainage of 10% of the cost of completion of all the work and materials of the public improvements accepted by the Village pursuant to section VIII hereafter, .

 - A. Section VIII. Guarantee of Improvements. Guarantee. Developer guarantees that all materials and workmanship furnished by Developer pursuant to this Agreement shall meet or exceed all state, federal and local requirements and specifications and that the public improvements are and will remain in good and sound condition for and during a period of twelve (12) months from the date of final acceptance of dedication by the Village.

 - B. Guarantee Security. Notwithstanding the following in this section, it is the preference of the Village that security be provided in the form of cash. Developer shall furnish to the Village, prior to final acceptance of dedication of the public improvements by the Village, consisting, of cash for a period of no less than fourteen months from the date of substantial completion of the covered improvements and equaling in the aggregate to ten percent (10%) of the total final cost of the improvements, which guarantee security will be retained by the Village for a period of fourteen (14) months after the substantial completion of the improvements as initial security for Developer’s guarantee that the workmanship and materials furnished meet or exceed all state, federal and local requirements and specifications, and that the improvements are and will remain in good and sound condition for and during the fourteen-month period from and after their acceptance..

 - C. Obligation to Repair. Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of Developer’s guarantee and

402 shall leave the improvements in good and sound condition, satisfactory to the Village and
403 Village Engineer at the expiration of the guarantee period; provided, however, Developer's
404 obligation to repair shall not extend to repairs necessitated by or related to any act, omission,
405 neglect or misconduct of the Village, its agents, employees or contractors (and the guarantee
406 security may not be drawn against in such instances).

407
408 D. Notice of Repair. If during a respective guarantee period, the improvements shall, in the
409 professional opinion of the Village Engineer and require any repairs or replacements which
410 in his judgment are necessitated by reason of settlement of foundation, structure or backfill,
411 or other defective workmanship or materials, Developer shall, upon written notification by
412 the Village Engineer of the necessity for such repairs, make such repairs, at its own cost and
413 expense. Should Developer fail to make such repairs within a reasonable time after written
414 notice has been sent as provided herein, or fail to start work within fourteen (14) calendar
415 days after such written notice, weather permitting, the Village may cause such work to be
416 done, but has no obligation to do so, either by contract or otherwise, and the Village may
417 draw upon said guarantee security to pay any costs or expenses incurred in connection with
418 such repairs or replacements. Should the cost or expense incurred by the Village in repairing
419 or replacing any portion of the improvements covered by this guarantee exceed the amount of
420 the guarantee security, the Developer shall, within thirty (30) days of being invoiced by the
421 Village, pay 125 percent of any excess cost or expense actually incurred in the correction
422 process.

423
424 E. Maintenance Prior to Acceptance. Developer shall maintain the public improvements until
425 such time as they are accepted by the Village in dedication. This maintenance shall include
426 routine maintenance. In cases where emergency maintenance is required the Village retains
427 the right to complete the required emergency maintenance in a timely fashion and bill
428 Developer for all actual associated costs. All improvements shall be maintained so they
429 conform to the applicable plans and specifications attached as exhibits to this Agreement at
430 the time of their acceptance by the Village.

431 Section IX. Method of Improvement.

432 Developer hereby agrees to engage contractors for all work included in this Agreement who are
433 qualified to perform the work. Developer further agrees to use materials and make the various
434 installations in accordance with the applicable plans and specifications made a part of this
435 Agreement by exhibit reference and including those standard specifications as the Village Board
436 or its Commissions may have adopted and published prior to this date.

437

438

439 Section X. Zoning.

440 The Village does not guarantee or warrant that the subject lands of this Agreement will not at
441 some later date be rezoned. ***It is hereby agreed that the PUD Planned Unit Development***
442 ***Overlay District shall not be effective until this Agreement is fully executed and the Agreement***
443 ***is recorded with the Waukesha County Register of Deeds.***

444 Section XI. Indemnification and Insurance.

445 A. Indemnification.

446 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement
447 or documents incorporated herein by reference, Developer shall INDEMNIFY AND
448 SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND
449 the same from and against any and all liability, claims, loss damages, interest, actions,
450 suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise
451 in the course of out of, or as a result of the performance, mis-performance, or
452 nonperformance of Developer's obligations under this agreement or the negligent
453 construction or operation of public improvements covered thereby until the dedication of
454 said public improvements is accepted by the Village and after the dedication of said
455 improvements only if the occurrence giving rise to the claim predates the dedication.

456 2. In every case where judgment is recovered against the Village if notice and opportunity
457 to defend has been given to the Developer of the pendency of the suit within ten (10)
458 days after service of the summons and complaint on the Village, the judgment shall be
459 conclusive upon the Developer not only as to the amount of damages, but also as to its
460 liability to the Village.

461 B. Insurance. Developer and/or Developer's contractors shall maintain at all times, until the
462 acceptance by the Village of all public improvements insurance with minimum limits and
463 coverage as shown below:

464 1. For Developer's contractors and others working on the Site, Worker's Compensation,
465 including Occupational Disease, Insurance meeting the statutory requirements of the
466 State of Wisconsin, and Employer's Liability insurance in an amount of at least Five
467 Hundred Thousand Dollars (\$500,000.00).

468 2. For Developer and Developer's contractors, Comprehensive Liability Insurance
469 providing limits for bodily injury and personal injury of One Million Dollars
470 (\$1,000,000.00) combined single limit. The policy must include the Village and its
471 agents, officers and employees as "additional insured" and provide premises, operations,
472 elevators, damage, blanket contractual covering indemnities within contract documents,
473 products and completed operations coverage and be endorsed as "primary and non -
474 contributory" to any insurance of the additional insured, except from their sole
475 negligence.

476 3. For Developer's contractors and others working on the Site, Comprehensive Automobile
477 Liability Insurance, on occurrence basis, covering all owned, non-owned and hired
478 vehicles with limits of liability equal to those set forth in paragraph B (2) above.

479 C. Proof of Insurance Coverage for Village. Developer shall furnish to the Village, prior to
480 commencement of construction or Site preparation activities, evidence of the issuance of
481 policies covering the above recited insurance requirements and an endorsement to those
482 policies evidencing that the Village, its officers, employees and agents and the Village
483 Engineer have each been added as an additional insured on a primary and non-contributory
484 basis. An Acord 25 Certificate WILL NOT BE ACCEPTABLE BECAUSE OF ITS
485 **SELF-NULIFYING INITIAL TWO PARAGRAPHS.**

486 All endorsements must state that notice of any material change in coverage or nonrenewal or
487 cancellation will be provided to the Village not less than thirty (30) days prior to the effective
488 date of any such change, nonrenewal or cancellation. The form of the endorsement of
489 insurance will be subject to the approval of the Village, prior to commencement of
490 construction or Site preparation activities, which shall not be unreasonably withheld.

491 D. No Limit on Liability. It is understood and agreed that the insurance coverage and limits
492 required above shall not limit the extent of Developer's responsibilities and liabilities
493 pursuant to this Agreement or imposed by law.

494 Section XII. General Conditions and Regulations.

495 . This Agreement shall not be deemed to modify or suspend any provisions of the Village
496 Ordinances (now existing or as subsequently amended) relating to the development or use of
497 land. All such provisions shall apply to the Project in accordance with applicable law.

498 Section XIII. Assignment.

499 Developer shall not assign this Agreement without the prior written consent of the Village.

500 Section XIV. Amendments.

501 The Village Board and Developer, by mutual consent, may amend this Agreement at any
502 meeting of the Village Board of the Village of Hartland. The Village Board shall not, however,
503 be obligated to consider consenting to an amendment until after first having received a
504 recommendation from the Village Plan Commission.

505 Section XV. Exculpation of Village Elected and Appointed Officials in Personal Capacity.

506 The parties agree that the President, Village Clerk, Board of Trustees and Plan Commission of
507 the Village of Hartland, whether or not each may be a signatory to this Agreement acts solely in
508 each's respective official capacity and not individually, and shall have no personal liability or
509 responsibility hereunder; and personal liability as may otherwise exist, being expressly released
510 and/or waived.

511 Section XVI. Miscellaneous Provisions

- 512 A. This Agreement may be executed in one or more counterparts, each of which shall be
513 deemed an original but all of which together shall constitute one and the same instrument.
514
- 515 B. This Agreement is the complete and entire agreement of the parties with respect to the
516 matters covered by this Agreement, and it shall supersede all prior agreements to the
517 contrary. No agreements, promises, or representations made during or in connection with
518 the negotiations for or approval of this Agreement shall be binding or effective unless
519 they are included herein. This Agreement may be introduced into evidence by any party
520 without objection in any action to enforce the terms of this Agreement. No modification
521 of this Agreement shall be binding unless in writing and signed by Developer and
522 Village.
523
- 524 C. The Parties acknowledge and represent that this Agreement is the subject of negotiation
525 by all parties and that all parties together shall be construed to be the drafter hereof and
526 this Agreement shall not be construed against any party individually as drafter.
527
- 528 D. Legal Relationship. Nothing in this Agreement shall be construed to create an
529 employer/employee relationship, joint employer, a joint venture or partnership
530 relationship, or a principal/agent relationship.
531
- 532 E. Survival. All agreements, representations, or warranties made herein shall survive the
533 execution of this Agreement and the making of the grants hereunder. This Agreement
534 shall be binding upon the Parties, their respective successors and assigns.
535
- 536 F. Recording of Agreement. This Agreement shall be recorded with the Register of Deeds
537 for Waukesha County.
538
- 539 G. Easements. Developer shall provide documentation satisfactory to the Village Engineer
540 that it has legal power and authority to grant all easements required under this
541 Agreement.

542 IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed
543 by their appropriate officers and their corporate seals to be hereunto affixed in three (3) original
544 counter-parts the day and year first above written.

545 TMPN HARTLAND LLC

By: _____,
_____, Managing member

SCHEDULE OF EXHIBITS

- Exhibit A Legal Description**
- Exhibit B Existing ALTA/NSPS Land Title Survey - Sheet 1 of 1**
- Exhibit C Civil Drawings – Sheets C1.0, C1.01, C1.02, C1.03**
- Exhibit D Landscape Drawings – Sheets L1, L2, L3**
- Exhibit E Exterior Elevations – Sheet A2.00**
- Exhibit F -WE Energies Easement Document**
- Exhibit G Electrician Easement Document**
- Exhibit H -Village Civil Drawings Sheets PS-01, PS-02, PS-03, PS-04, PS-05,
DT-01, DT-02, DT-03**

Known as 600 Hartbrook Drive, in the City of Hartland, Waukesha County, Wisconsin.

Parcel I

Lot 1 of Certified Survey Map No. 9808 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on July 8, 2004 in Volume 91 of Certified Survey Maps, at Pages 34-37 as Document No. 3182970, being a redivision of Parcel 1 and 2 of Certified Survey Map No. 4282, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 35, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

Parcel II

Lot 1 of Certified Survey Map No. 9905 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on November 3, 2004 in Volume 92 of Certified Survey Maps, at Pages 142-144 as Document No. 3219518, being a division of Lot 2 of Certified Survey Map No. 9808, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 35, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

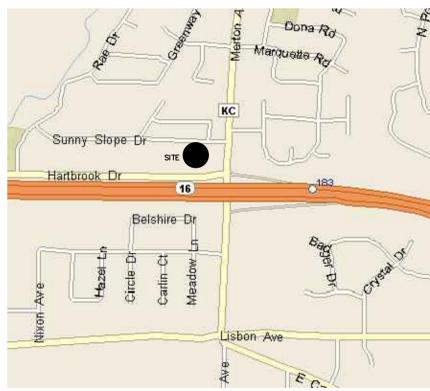
Parcel III

That part of the Southwest 1/4 of Section 35, Town 8 North, Range 18 East, bounded and described as follows:
Commencing at the Northeast corner of the Southwest 1/4, thence South 00° 51' 25" West 729.09 feet, thence North 89° 08' 35" West 50 feet to the point of beginning, thence South 45° 40' 48" West 129.48 feet, thence South 83° 58' 36" West 105 feet, thence South 06° 40' 48" East 5 feet, thence North 83° 58' 36" East 106.74 feet, thence North 45° 40' 48" East 126.19 feet, thence North 00° 51' 25" East 7.09 feet to the point of beginning. Said land being in the Village of Hartland, Waukesha County, Wisconsin.

Parcel IV

Non-exclusive easement for the benefit of Parcel II dated April 28, 2005, recorded May 6, 2005 as Document No. 3273705.

ALTA/ACSM LAND TITLE SURVEY



Known as 600 Hartbrook Drive, in the City of Hartland, Waukesha County, Wisconsin.

Parcel I

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Parcel III

That part of the Southwest 1/4 of Section 35, Town 8 North, Range 18 East, bounded and described as follows: Commencing at the Northeast corner of the Southwest 1/4, thence South 00° 51' 25" West 729.09 feet, thence North 89° 08' 35" West 50 feet to the point of beginning, thence South 45° 40' 48" West 129.48 feet, thence South 83° 58' 36" West 105 feet, thence South 06° 40' 48" East 5 feet, thence North 83° 58' 36" East 106.74 feet, thence North 45° 40' 48" East 126.19 feet, thence North 00° 51' 25" East 7.09 feet to the point of beginning. Said land being in the Village of Hartland, Waukesha County, Wisconsin.

Parcel IV

Non-exclusive easement for the benefit of Parcel II dated April 28, 2005, recorded May 6, 2005 as Document No. 3273705.

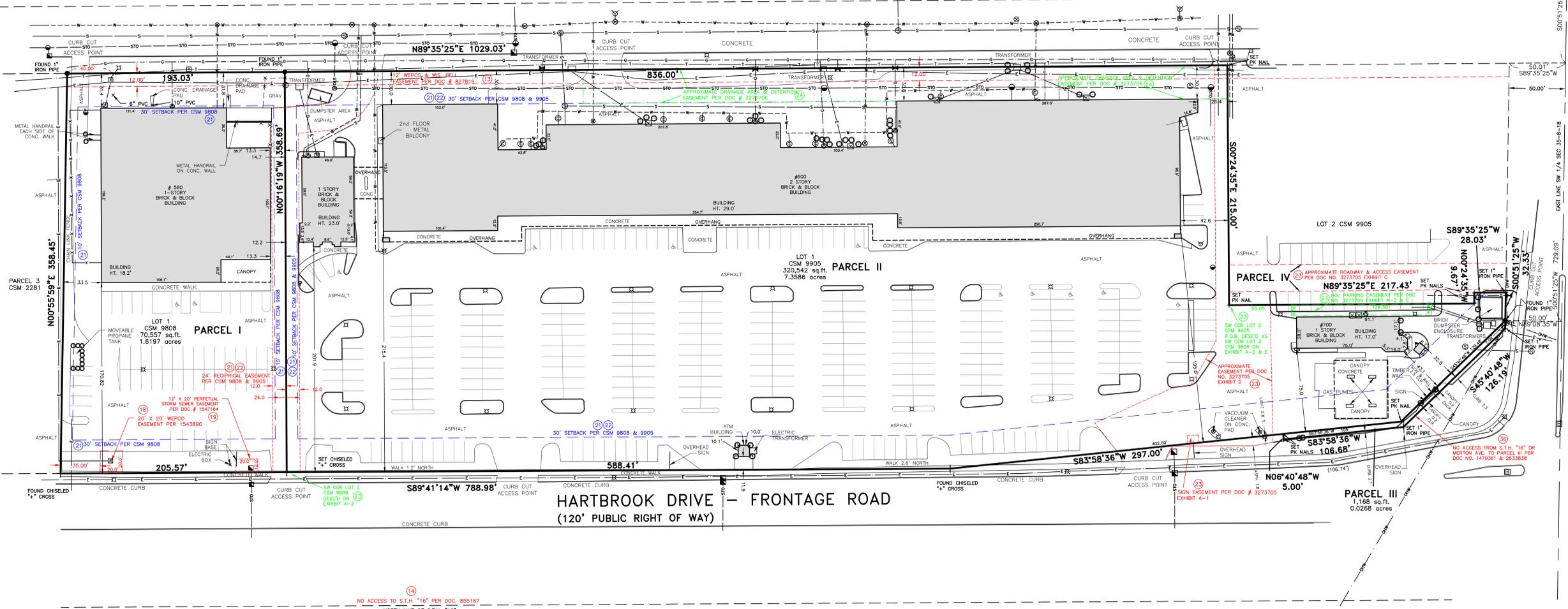
Prepared for: Devo Enterprises LLC

Survey no. 165907-RMK

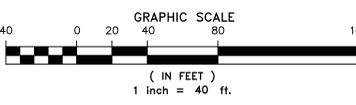
- A. **Basis of Bearings**
Bearings are based on the East line of the Southwest 1/4 of Section 35-8-18, which is assumed to bear South 00°51'25" West.
- B. **Title Commitment**
This survey was prepared based on Chicago Title Insurance Company title commitment number W691784, effective date of September 12, 2013, revised 11/05/2013, which lists the following easements and/or restrictions from schedule B-I:
 - 1, 6-8, 10-11. **Visible evidence shown, if any.**
 - 2-5, 9, 25-35. **Not survey related.**
 12. Access Restrictions and other matters shown on the plat of Hartbrook Shopping Court recorded April 4, 1960 as Document No. 520598. **Access restriction does not affect site by location - subject property does not abut State Trunk highway "16".**
 13. Utility Easement and other matters contained in the instrument recorded September 1, 1972 as Document No. 827819. **Affects site by location - shown.**
 14. Access Restrictions, Easements and other matters contained in the instrument recorded June 28, 1973 as Document No. 855187. **Access restriction does not affect site by location - subject property does not abut State Trunk highway "16".**
 15. Mutual Easement Agreement and other matters contained in the instrument recorded May 23, 1975 as Document No. 911617. **Affects site by location - general in nature, cannot be plotted.**
 16. Reciprocal Easement Agreement and other matters contained in the instrument recorded March 7, 1983 as Document No. 1206049. **Affects site by location - general in nature, cannot be plotted.**
 17. Utility Easement and other matters contained in the instrument recorded November 16, 1984 as Document No. 1278200. **Does not Affects site by location - not shown.**
 18. Utility Easement and other matters contained in the instrument recorded July 7, 1989 as Document No. 1543890. **Does not Affects site by location - shown.**
 19. Storm Sewer Easement and other matters contained in the instrument recorded July 27, 1989 as Document No. 1547164. **Affects site by location - shown.**

20. Declaration of Easements, Covenants, Conditions and Restrictions and other matters contained in the instrument recorded July 8, 2004 as Document No. 3182969.
21. First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions and other matters contained in the instrument recorded May 9, 2005 as Document No. 3274355. **Affects site by location - general in nature, cannot be plotted.**
22. Easements, Restrictions and other matters shown on Certified Survey Map No. 9808 recorded July 8, 2004 as Document No. 3182970. **Affects site by location - shown.**
23. Easements, Restrictions and other matters shown on Certified Survey Map No. 9905 recorded November 3, 2004 as Document No. 3219518. **Affects site by location - shown.**
24. Reciprocal Easement Agreement, Use Restrictions and other matters contained in the instrument recorded May 6, 2005 as Document No. 3273705. **Affects site by location - shown.**
25. Stormwater Retention/Detention Easement Agreement and other matters contained in the instrument recorded May 6, 2005 as Document No. 3273705. **Affects site by location - shown.**
26. Access and sign/billboard restrictions, easements, covenants, conditions and other matters contained in Quit Claim Deeds recorded May 16, 1988 as Document No. 1479361 and on March 19, 2001 as Document No. 2633838. **Affects site by location - shown.**
27. Terms, conditions, limitations and restrictions upon any right in the easement described in Schedule A as Parcel IV, including but not limited to any obligation relating to the repair, maintenance, replacement or servicing of the easement. **Affects site by location - general in nature, cannot be plotted.**
- C. **Flood Note**
According to flood insurance rate map of the Village of Hartland, community panel number 55133C0177F, effective date of November 11, 2008, this site falls in zone X (areas determined to be outside the 0.2% annual chance floodplain)
- D. **Parking Spaces**
There are 42 regular and 2 handicapped parking spaces marked on Parcel I and 300 regular and 9 handicapped parking spaces marked on Parcel II.
- E. **Municipal Zoning** - Information obtained by surveyor
The basic zoning information listed below is taken from municipal codes and does not reflect all regulations that may apply - site is zoned B-2
Street setback - 30'
Side yard setback - 10'
Rear yard setback - 25'
Maximum height - 45'

SUNNY SLOPE ROAD (60' PUBLIC RIGHT OF WAY)



- ### LEGEND
- () INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
 - OR SECTION OR 1/4 SECTION CORNER AS DESCRIBED
 - 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
 - 1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)
 - SOIL BORING/MONITORING WELL
 - FLAGPOLE
 - MAILBOX
 - SIGN
 - BILLBOARD
 - AIR CONDITIONER
 - CONTROL BOX
 - TRAFFIC SIGNAL
 - RAILROAD CROSSING SIGNAL
 - CABLE PEDESTAL
 - POWER POLE
 - GUY POLE
 - LIGHT POLE
 - SPOT/YARD/PEDESTAL LIGHT
 - HANDICAPPED PARKING
 - ELECTRIC MANHOLE
 - ELECTRIC PEDESTAL
 - ELECTRIC METER
 - ELECTRIC TRANSFORMER
 - TELEPHONE MANHOLE
 - TELEPHONE PEDESTAL
 - MARKED FIBER OPTIC
 - GAS VALVE
 - GAS METER
 - GAS WARNING SIGN
 - STORM MANHOLE
 - ROUND INLET
 - SQUARE INLET
 - STORM SEWER END SECTION
 - SANITARY MANHOLE
 - SANITARY CLEANOUT OR SEPTIC VENT
 - SANITARY INTERCEPTOR MANHOLE
 - MISCELLANEOUS MANHOLE
 - WATER VALVE
 - HYDRANT
 - WATER SERVICE CURB STOP
 - WATER MANHOLE
 - WELL
 - WATER SURFACE
 - WETLANDS FLAG
 - MARSH
 - CONIFEROUS TREE
 - DECIDUOUS TREE
 - SHRUB
 - EDGE OF TREES
 - SANITARY SEWER
 - STORM SEWER
 - WATERMAIN
 - MARKED GAS MAIN
 - MARKED ELECTRIC
 - OVERHEAD WIRES
 - BUREAU ELEC. SERV.
 - MARKED TELEPHONE
 - MARKED CABLE TV LINE
 - MARKED FIBER OPTIC
 - INDICATES EXISTING CONTOUR ELEVATION
 - INDICATES EXISTING SPOT ELEVATION



STATE TRUNK HIGHWAY "16"

HARTBROOK DRIVE - FRONTAGE ROAD (120' PUBLIC RIGHT OF WAY)

To: Devo Enterprises LLC, a Wisconsin limited liability company, Hartland Enterprises LLC, a Wisconsin limited liability company Knight Barry Title, Inc., Chicago Title Insurance Company and to any mortgage lender who places a mortgage on the property within 1 year of the date of this survey

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 7(a), 7(c), 8, 9, 11(a), 11(b), and 21 of Table A thereof. The field work was completed on November 18, 2013.

Date of Plat or Map: November 19, 2013

Stephan G. Southwell
Registered Land Surveyor
Registration Number 1939

R.A. Smith National, Inc.

Beyond Surveying
and Engineering

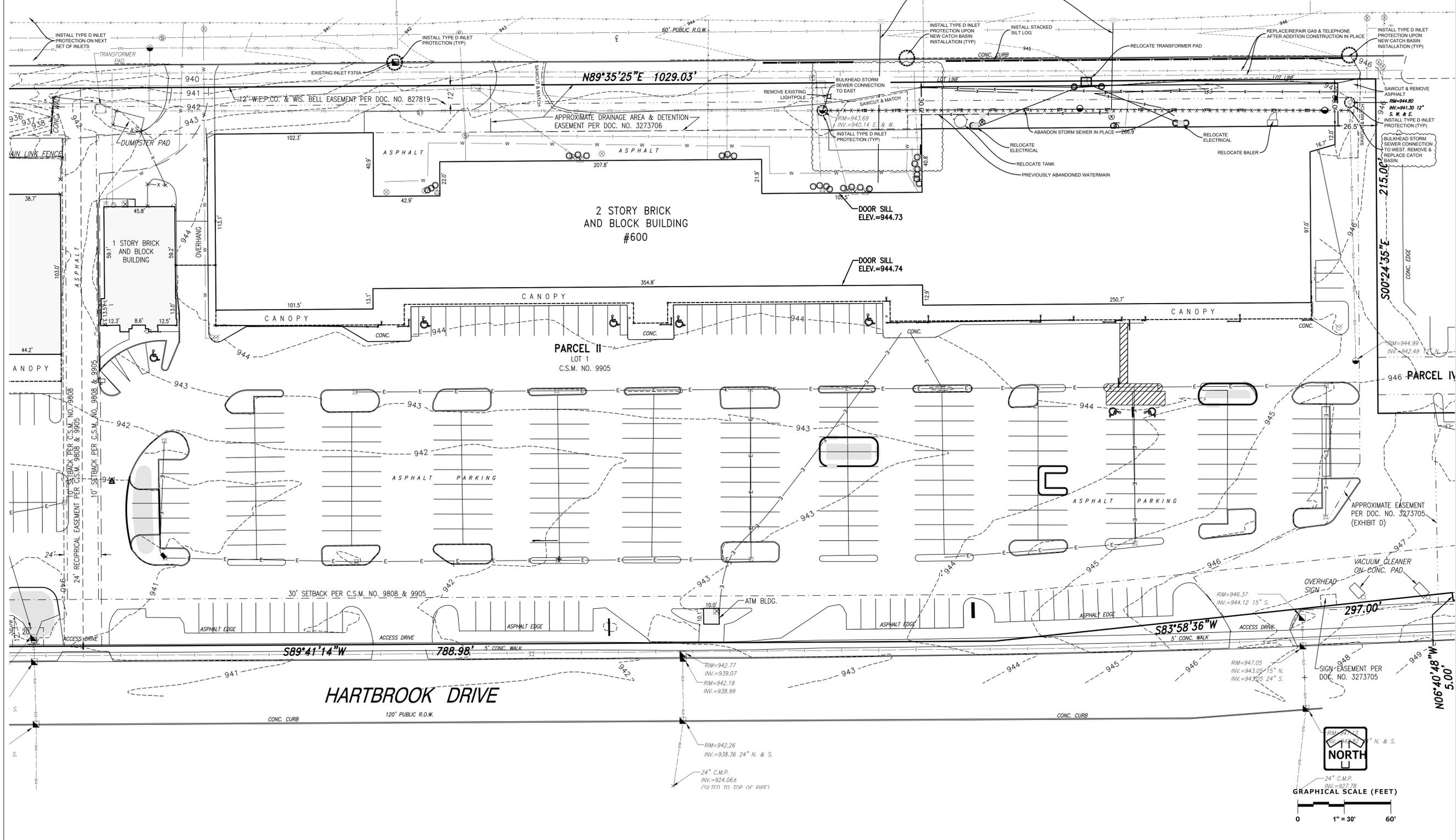
16746 W. Blamound Road, Brookfield WI 53005-5938
300 Pitt-1000, Pittsboro NC 27312-7070, www.ra-smith.com
Appleton WI Orange County, CA Pittsburgh PA
S:\165907\dwg\AS201640.dwg 1/00 HARTBROOK DR

R.A. Smith National, Inc.

MERTON AVENUE
(VARIABLE PUBLIC RIGHT OF WAY)

LEGEND	
	INLET PROTECTION
	PROPOSED SILT FENCE
	EXISTING STORM SEWER
	EXISTING WATERMAIN
	EXISTING SANITARY SEWER
	EXISTING ELECTRIC
	EXISTING GAS
	EXISTING TELEPHONE

SUNNY SLOPE DRIVE



700 W. VIRGINIA STREET, SUITE 604
MILWAUKEE, WI 53204
P: 414.277.8000
MADISENMAHER.COM

PROPOSED ADDITION TO: SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53029

CLIENT
NICHOLAS BALISTRERI
7225 WEST MARCIA ROAD
MILWAUKEE, WI 53223

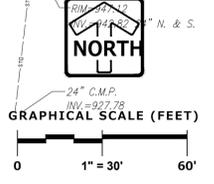
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DATE	REV	ISSUE
04/10/19	#	OWNER REVIEW
08/15/19		STATE REVIEW SET
08/16/19		STATE APPROVAL
10/28/19		BID SET
02/28/20	1	BID SET - REVISED WALL HEIGHT
05/11/20	2	STATE REVIEW RESUBMITTAL SET

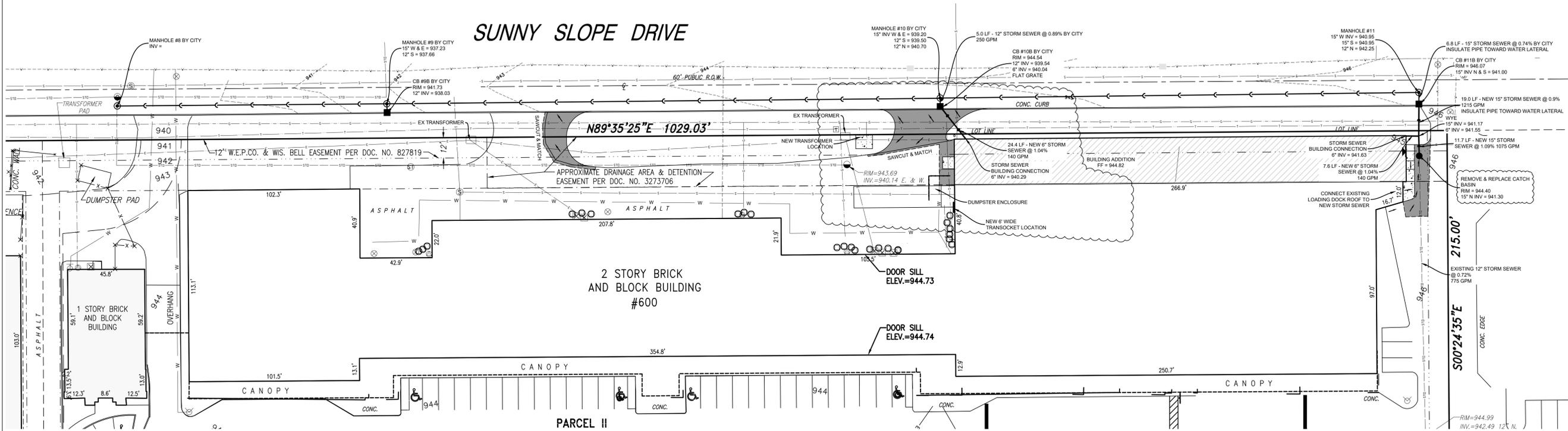
PROJECT NUMBER 19-004
START DATE 04/10/2019
DRAWN BY BLH
CHECKED BY AEK
SCALE 1" = 30'-0"

DEMO & EROSION CONTROL PLAN

C1.00



LEGEND	
	STORM SEWER MANHOLE
	STORM SEWER CATCH BASIN (ROUND CASTING)
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)
	PROPOSED STORM SEWER
	EXISTING STORM SEWER
	EXISTING WATERMAIN
	EXISTING SANITARY SEWER
	EXISTING ELECTRIC
	EXISTING GAS
	EXISTING TELEPHONE
	BUILDING ADDITION



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PROPOSED ADDITION TO:
SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53209

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NICHOLAS BALISTRERI
7225 WEST MARCIA ROAD
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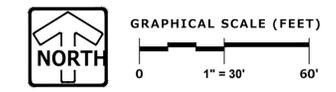
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STORM SEWER PLAN & PROFILE

C1.02



GENERAL SPECIFICATIONS FOR CONSTRUCTION ACTIVITIES

- THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR SEWER & WATER IN WISCONSIN, AND WISCONSIN ADMINISTRATIVE CODE, SPS 360, 382-383, AND THE LOCAL ORDINANCES AND THE VILLAGE OF HARTLAND STANDARD SPECIFICATIONS AND DETAIL DRAWINGS, DATED MARCH 1, 2017.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT HIS WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY- EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
- THE MUNICIPALITY SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE PUBLIC PORTIONS OF THE WORK. THE OWNER SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF ALL PRIVATE PORTIONS OF THE WORK.
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC. FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
- SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGER'S HOTLINE AT 1-800-242-8511 TO NOTIFY THE UTILITIES OF HIS INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
- SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. FOLLOW THE SEQUENCE OF CONSTRUCTION ON THE EROSION CONTROL PLAN FOR MORE DETAILS. INSPECTIONS SHALL BE MADE WEEKLY OR AFTER EVERY RAINFALL OF 0.5" OR MORE. REPAIRS SHALL BE MADE IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
- ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR.
- TRASH AND DEBRIS SHALL BE NOT BE ALLOWED TO ACCUMULATE ON THIS SITE AND THE SITE SHALL BE CLEAN UPON COMPLETION OF WORK.
- THE OWNER SHALL HAVE THE RIGHT TO HAVE ALL MATERIALS USED IN CONSTRUCTION TESTED FOR COMPLIANCE WITH THESE SPECIFICATIONS.

SPECIFICATIONS FOR GRADING & EROSION CONTROL

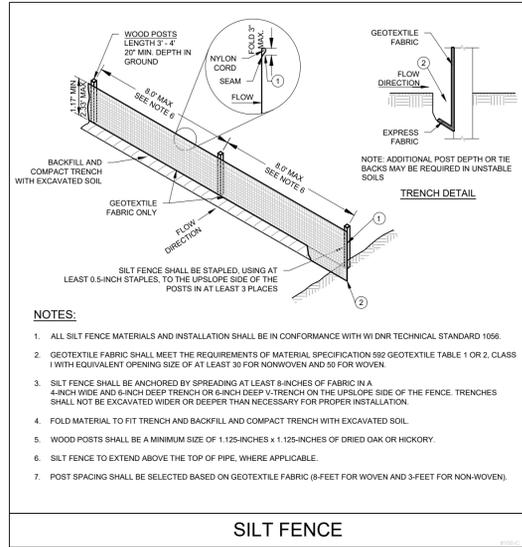
- THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT. CONTRACTOR SHALL NOTIFY OWNER OF THE NEED TO IMPORT OR HAUL OFF SOIL. ON-SITE LOCATIONS SUITABLE FOR BORROW OR FILL MAY BE PRESENT. COORDINATE WITH OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER.
- SITE SHALL BE CLEARED TO THE LIMITS SHOWN ON THE PLANS. REMOVE VEGETATION FROM THE SITE. BURNING IS NOT PERMITTED. PROTECT TREES AND OTHER FEATURES FROM DAMAGE WITH FENCING. STOCKPILES SHALL NOT BE LOCATED CLOSER THAN 25' TO A DRAINAGE STRUCTURE OR FEATURE AND SHALL BE SURROUNDED WITH SILT FENCE.
- THE GEOTECHNICAL ENGINEER IS RESPONSIBLE FOR VERIFYING COMPACTION AND FILL PLACEMENT IN THE FIELD. THE GEOTECHNICAL ENGINEER MAY SUPERCEDE THESE SPECIFICATIONS IF THERE IS GOOD CAUSE TO DO SO. AN EXPLANATION MUST BE SUBMITTED TO THE ENGINEER IN WRITING BEFORE ANY DEVIATIONS ARE MADE.
- IF NO GEOTECHNICAL RECOMMENDATION IS AVAILABLE, THEN THE FOLLOWING SPECIFICATIONS SHALL APPLY. ALL FILL SHALL BE CONSIDERED STRUCTURAL FILL AND SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING: THE COMPACTED FILL SUBGRADE SHALL CONSIST OF AND SHALL BE UNDERLAIN BY SUITABLE BEARING MATERIALS, FREE OF ALL ORGANIC, FROZEN OR OTHER DELETERIOUS MATERIAL, AND INSPECTED AND APPROVED BY THE RESIDENT GEOTECHNICAL ENGINEER. PREPARATION OF THE SUBGRADE, AFTER STRIPPING, SHALL CONSIST OF PROOF-ROLLING TO DETECT UNSTABLE AREAS THAT MIGHT BE UNDERCUT, AND COMPACTING THE SCARIFIED SURFACE TO THE SAME MINIMUM DENSITY INDICATED BELOW. THE COMPACTED FILL MATERIALS SHALL BE FREE OF ANY DELETERIOUS, ORGANIC OR FROZEN MATTER AND SHALL HAVE A MAXIMUM LIQUID LIMIT (ASTM-D-423) AND PLASTICITY INDEX (ASTM D-424) OF 30 AND 10 RESPECTIVELY, UNLESS SPECIFICALLY TESTED AND FOUND TO HAVE LOW EXPANSIVE PROPERTIES AND APPROVED BY AN EXPERIENCED SOILS ENGINEER. THE TOP TWELVE (12) INCHES OF COMPACTED FILL SHOULD HAVE A MAXIMUM THREE (3) INCH PARTICLE DIAMETER AND ALL UNDERLYING COMPACTED FILL A MAXIMUM SIX (6) INCH PARTICLE DIAMETER UNLESS SPECIFICALLY APPROVED BY AN EXPERIENCED SOILS ENGINEER. ALL FILL MATERIAL MUST BE TESTED AND APPROVED UNDER THE DIRECTION AND SUPERVISION OF AN EXPERIENCED SOILS ENGINEER PRIOR TO PLACEMENT. IF THE FILL IS TO PROVIDE NON-FROST SUSCEPTIBLE CHARACTERISTICS, IT MUST BE CLASSIFIED AS A CLEAN GW, GP, SW, OR SP PER UNITED SOIL CLASSIFICATION SYSTEM (ASTM D-2487). FOR STRUCTURAL FILL, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION TO THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF THE MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS. THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN +1 TO +3 PERCENT AND GRANULAR SOIL 3 PERCENT OF OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED. UNLESS SPECIFICALLY APPROVED BY THE SOILS ENGINEER TAKING INTO CONSIDERATION THE TYPE OF MATERIALS AND COMPACTATION EQUIPMENT BEING USED, THE COMPACTATION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTATION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION. MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON THE FILL AND PERMITTED TO DRY. DISCING, HARROWING OR PULVERIZING MAY BE NECESSARY TO REDUCE THE MOISTURE CONTENT TO A SATISFACTORY VALUE. AFTER WHICH IT SHALL BE COMPACTED. THE FINISHED SUBGRADE AREAS OF THE SITE SHALL BE COMPACTED TO 100 PERCENT OF THE STANDARD PROCTOR (ASTM D-398) MAXIMUM DENSITY.
- NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
- SUBGRADE TOLERANCES ARE +/- 1" FOR LANDSCAPE AREAS AND +/- 1/2" FOR ALL PAVEMENT AND BUILDING AREAS.
- TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS, ROOTS, OLD VEGETATION, ROCKS OVER 2" DIAMETER AND SHALL NOT BE EXCESSIVELY CLAYEY IN NATURE. NO CLUMPS LARGER THAN 4" ARE ACCEPTABLE. TOPSOIL MAY BE AMENDED AS NEEDED WITH SAND OR COMPOST TO BE LOOSE WHEN SPREAD. SLURRY BACKFILL WITHIN VILLAGE ROW.
- THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING. ANY DEWATERING SHALL NOT GO DIRECTLY TO STREAMS, CREEKS, WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS WITHOUT BEING TREATED FIRST. A DIRT BAG OR OTHER DEWATERING TREATMENT DEVICE MAY BE USED TO CAPTURE SEDIMENT FROM THE PUMPED WATER.
- CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE AGENCIES. IN THE EVENT THIS OCCURS, THE ROADWAYS SHALL BE POWER SWEEP IMMEDIATELY AND ALL SEDIMENT REMOVED FROM DOWNSTREAM FACILITIES.

SPECIFICATIONS FOR PRIVATE UTILITIES

- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
- ALL CONNECTIONS TO EXISTING PIPES AND MANHOLES SHALL BE CORED CONNECTIONS. CONNECTIONS TO WATERMAIN SHALL BE WET TAPED WITH A STAINLESS STEEP TAPPING SLEEVE.
- PROPOSED SANITARY SEWER AND INTERNALLY CONNECTED STORM SEWER SHOWN ON THIS PLAN SHALL TERMINATE AT A POINT FIVE (5) FEET FROM THE EXTERIOR BUILDING WALL. THE EXACT LOCATION OF ALL DOWN SPOUTS CONNECTIONS SHALL BE PER THE ARCHITECTURAL PLANS.
- CONTRACTOR SHALL NOT SHUT OFF WATER OR PLUG SANITARY SEWER IN MUNICIPAL LINES WITHOUT PRIOR APPROVAL.
- MATERIALS FOR STORM SEWER SHALL BE AS FOLLOWS: STORM SEWER PIPE 48" OR LESS SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED PIPE WITH AN INTEGRALLY FORMED SMOOTH WATERWAY SUCH AS ADS N-12. FOR PIPE 10" OR LESS IN DIAMETER, PVC, ASTM D-3034, SDR-26, MAY ALSO BE USED. WHERE SPECIFICALLY REQUIRED, REINFORCED CONCRETE PIPE (RCP), ASTM C-78, CLASS III OR HIGHER, MAY BE USED. TRENCH SECTION SHALL BE CLASS "B" FOR PVC AND HDPE AND CLASS "C" FOR CONCRETE (PER STANDARD SPECIFICATIONS). MANHOLES, INLETS AND CATCH BASINS SHALL BE PRE CAST REINFORCED CONCRETE, ASTM C-478. CASTINGS SHALL BE HEAVY DUTY CAST IRON. AREA DRAINS SHALL BE PER DETAIL ON PLAN OR EQUIVALENT AND SHALL BE A MINIMUM OF 24" IN DIAMETER. CONNECTIONS TO EXISTING PIPES SHALL BE MADE WITH INSERTA WYE OR EQUIVALENT. LAST 3" THREE JOINTS SHALL BE RESTRAINED WITH RODS. NOTE: PUBLIC STORM SEWER TO BE RCP, PUBLIC MANHOLES & CATCH BASINS TO BE CONCRETE.
- MATERIALS FOR SANITARY SEWER SHALL BE AS FOLLOWS: SANITARY SEWER SHALL BE PVC, ASTM D-3034, SDR-35 WITH RUBBER GASKETED JOINTS, CONFORMING TO ASTM D-3212. TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS). CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTIONS SHALL BE MAD WITH AN INSERTA WYE OR EQUIVALENT. A MINIMUM OF 6" OF COVER IS REQUIRED FOR ALL SANITARY SEWER.
- MATERIALS FOR WATER SERVICES AND PRIVATE HYDRANTS SHALL BE AS FOLLOWS: WATER SERVICES SHALL BE PVC, HDPE, OR DI AS ALLOWED BY MUNICIPAL CODE. PVC SHALL BE AWWA C-900. DI SHALL BE AWWA C151, CLASS S2 (OR AS REQUIRED BY LOCAL CODE). TRENCH SECTIONS SHALL BE CLASS "B" BEDDING (PER STANDARD SPECIFICATIONS). CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. CONNECTION SHALL BE MADE WITH A WET TAP, CORPORATE STOP AND VALVE BOX PER MUNICIPAL STANDARDS. A MINIMUM OF 6" COVER IS REQUIRED FOR ALL WATERMAIN. VALVES SHALL BE NONRISING STEM, RESILIENT SEATED GATE VALVES COMPLYING WITH AWWA C509 WITH A THREE PIECE CAST IRON VALVE BOX. INSTALL THRUST BLOCKS AT ALL BENDS AND TEES. DISINFECT ALL NEW LINES AND OBTAIN SAFE WATER SAMPLE PRIOR TO USE.
- EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL IS REQUIRED UNDER & WITHIN 5 FEET OF ALL PAVEMENT INCLUDING SIDEWALKS. FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED.
- TRACER WIRE (NO. 8 SINGLE STRAND COPPER) AND WARNING TAPE SHALL BE INSTALLED ON ALL UTILITIES IN ACCORDANCE WITH THE LOCAL AND STATE CODES. TRACER WIRE SHALL TERMINATE IN A VALVECO TERMINAL BOX AT EACH END.
- MANDREL TESTING ON SANITARY LINES AND PRESSURE TESTING ON WATERMAIN MAY BE REQUIRED BY THE OWNER OR MUNICIPALITY.
- UPON COMPLETION OF FINAL PAVING OPERATIONS, THE UTILITY CONTRACTOR SHALL ADJUST ALL MANHOLE AND INLET RIMS AND VALVE BOXES TO FINISHED GRADE.

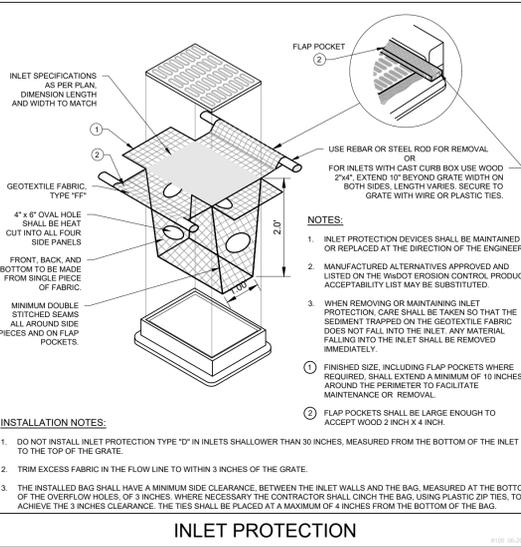
SPECIFICATIONS FOR PAVING

- AGGREGATES USED IN THE CRUSHED STONE BASE SHALL CONFORM TO THE GRADATION REQUIREMENTS SECTIONS 301.2 AND 305.2.2 OF THE STANDARD SPECIFICATIONS. THICKNESS SHALL BE PER THE DETAIL ON THE PLANS. BASE SHALL BE 1 1/2" INCH DIAMETER LIMESTONE TRAFFIC BOND AGGREGATE BASE COURSE UNLESS NOTED OTHERWISE. SUBSTITUTION AND/OR RECYCLED MATERIALS MAY BE ALLOWED WITH APPROVAL FROM THE OWNER.
- SUBGRADE SHALL BE PROOFROLLED AND APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF STONE BASE. EXCAVATE UNSUITABLE AREAS AND REPLACE WITH BREAKER RUN STONE AND RECOMPACT. REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
- EXISTING PAVEMENT SHALL BE SAWCUT IN NEAR STRAIGHT LINES TO FULL DEPTH AT ANY POINT WHERE EXISTING PAVEMENT IS REMOVED. CURB AND WALK SHALL BE REMOVED TO THE NEAREST JOINT. REMOVED PAVEMENT SHALL BE REPLACED WITH THE SAME SECTION AS EXISTING. MUNICIPAL STANDARDS MAY REQUIRE ADDITIONAL WORK.
- ASPHALT FOR PARKING AREAS AND THE PRIVATE ROAD SHALL BE PER THE DETAILS MATERIALS AND PLACEMENT SHALL CONFORM TO THE DOT STANDARD SPECIFICATIONS, SECTION 450 AND 460. LT 58-28 S IS REQUIRED UNLESS NOTED OTHERWISE. A COMMERCIAL GRADE MIX MAY BE SUBSTITUTED ONLY WITH APPROVAL FROM THE OWNER.
- CONCRETE FOR CURB, DRIVEWAY, WALKS AND NON-FLOOR SLABS SHALL CONFORM TO SECTION 415 OF THE STANDARD SPECIFICATIONS. GRADE A, ASTM C-94, 6 BAG MIX, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3500 PSI. JOINTING SHALL BE PER SECTION 415.3.7, 602.3.2.5, AND 601.3.4.5, OF THE STANDARD SPECIFICATIONS. CONSTRUCTION JOINTS SHALL BE SPACED NOT FURTHER THAN 10' FOR PAVEMENT, 10' FOR CURB, AND 15' FOR EXPANSION JOINTS. SHALL BE SPACED NO FURTHER THAN 50' FOR PAVEMENT, 300' FOR CURB, AND 100' FOR WALKS. CONCRETE SHALL BE FINISHED PER SECTION 415.3.8 WITH A MEDIUM BROOM TEXTURE. A CURING MEMBRANE IN CONFORMANCE WITH SECTION 415.3.12 IS REQUIRED.



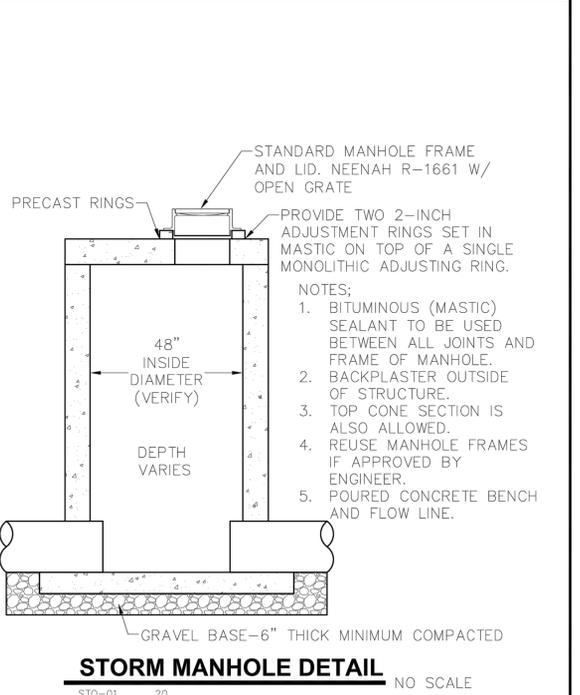
- NOTES:**
- ALL SILT FENCE MATERIALS AND INSTALLATION SHALL BE IN CONFORMANCE WITH WI DNR TECHNICAL STANDARD 1056.
 - GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE TABLE 1 OR 2, CLASS 1 WITH EQUIVALENT OPENING SIZE OF AT LEAST 3/8 FOR NONWOVEN AND 5/8 FOR WOVEN.
 - SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF FABRIC IN A 4 INCH WIDE AND 6 INCH DEEP TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
 - FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
 - WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125-INCHES x 1.125-INCHES OF DRIED OAK OR HICKORY.
 - SILT FENCE TO EXTEND ABOVE THE TOP OF PIPE, WHERE APPLICABLE.
 - POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (8 FEET FOR WOVEN AND 3 FEET FOR NON-WOVEN).

SILT FENCE



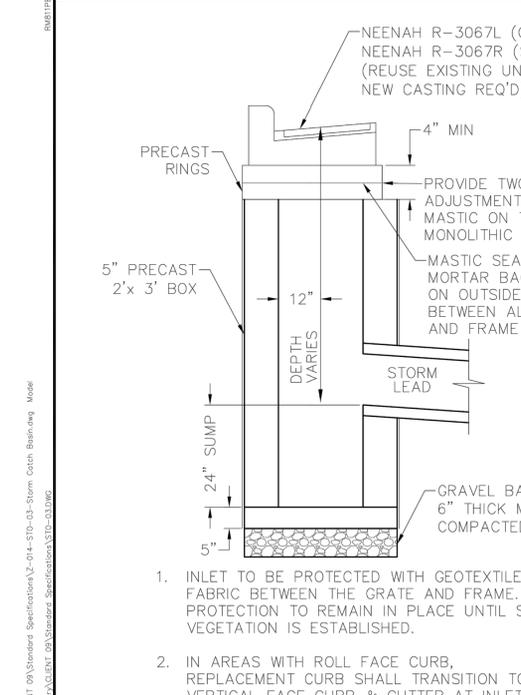
- NOTES:**
- INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.
 - MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WBDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.
 - WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
- INSTALLATION NOTES:**
- DO NOT INSTALL INLET PROTECTION TYPE "B" IN INLETS SHALLOWER THAN 30 INCHES, MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.
 - TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3 INCHES OF THE GRATE.
 - THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3 INCHES. WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG USING PLASTIC ZIP TIES, TO ACHIEVE THE 3 INCHES CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4 INCHES FROM THE BOTTOM OF THE BAG.

INLET PROTECTION



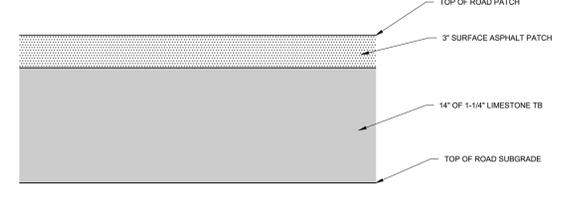
- NOTES:**
- BITUMINOUS (MASTIC) SEALANT TO BE USED BETWEEN ALL JOINTS AND FRAME OF MANHOLE.
 - BACKPLASTER OUTSIDE OF STRUCTURE.
 - TOP CONE SECTION IS ALSO ALLOWED.
 - REUSE MANHOLE FRAMES IF APPROVED BY ENGINEER.
 - POURED CONCRETE BENCH AND FLOW LINE.

STORM MANHOLE DETAIL NO SCALE

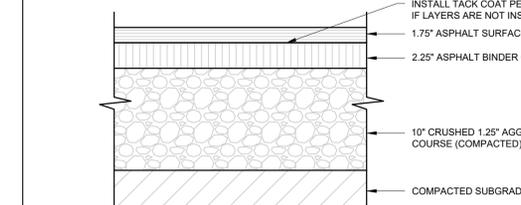


- INLET TO BE PROTECTED WITH GEOTEXTILE FABRIC BETWEEN THE GRATE AND FRAME. PROTECTION TO REMAIN IN PLACE UNTIL SITE VEGETATION IS ESTABLISHED.
- IN AREAS WITH ROLL FACE CURB, REPLACEMENT CURB SHALL TRANSITION TO VERTICAL FACE CURB & GUTTER AT INLET FRAME.

CATCH BASIN DETAIL NO SCALE



TEMPORARY PAVEMENT PATCH



HEAVY DUTY PAVEMENT SECTION

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P: 414.277.8000
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PROPOSED ADDITION TO :
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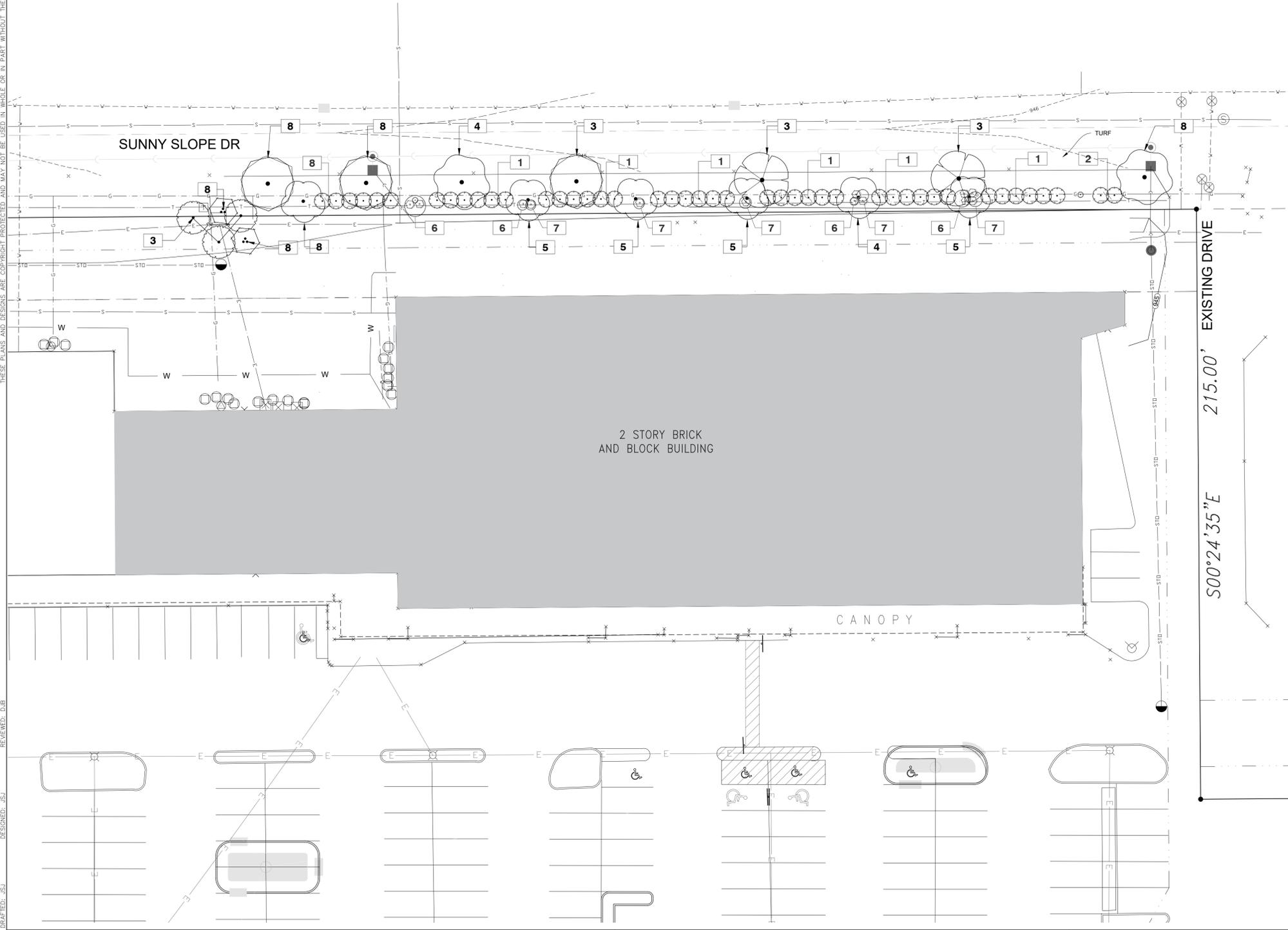
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DETAILS
C1.03

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DESIGNED: JSJ
DRAWN: JSJ
REVIEWED: DJB

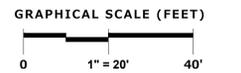


PLANT KEY

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	<i>Gymnocladus dioica</i>	Kentucky Coffee Tree	---	Existing	2
	<i>Malus floribunda</i>	Floribunda Flowering Crabapple	---	Existing	3
	<i>Pyrus</i>	Pear (stump)	---	Existing	2
	<i>Pyrus calleryana</i>	Ornamental Pear	---	Existing	6
	<i>Rhamnus cathartica</i>	Common Buckthorn	---	Existing	2
	<i>Thuja occidentalis 'Green Giant'</i>	Green Giant Arborvitae	---	Existing	44
	<i>Tilia cordata</i>	Littleleaf Linden	---	Existing	3
	<i>Ulmus americana</i>	American Elm	---	Existing	2
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	<i>Spiraea</i>	Spiraea	---	Existing	13

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	EXISTING EVERGREEN- CONDITION GOOD
2	EXISTING EVERGREEN- CONDITION POOR
3	EXISTING TREE- CONDITION GOOD
4	EXISTING TREE- CONDITION FAIR
5	EXISTING TREE- CONDITION POOR
6	EXISTING SHRUB- CONDITION GOOD
7	EXISTING SHRUB- CONDITION POOR
8	REMOVAL NEEDED



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 ENGINEERING | NATURAL RESOURCES | SURVEYING
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 (262) 754-8888
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**SENDIK'S
HARTLAND**

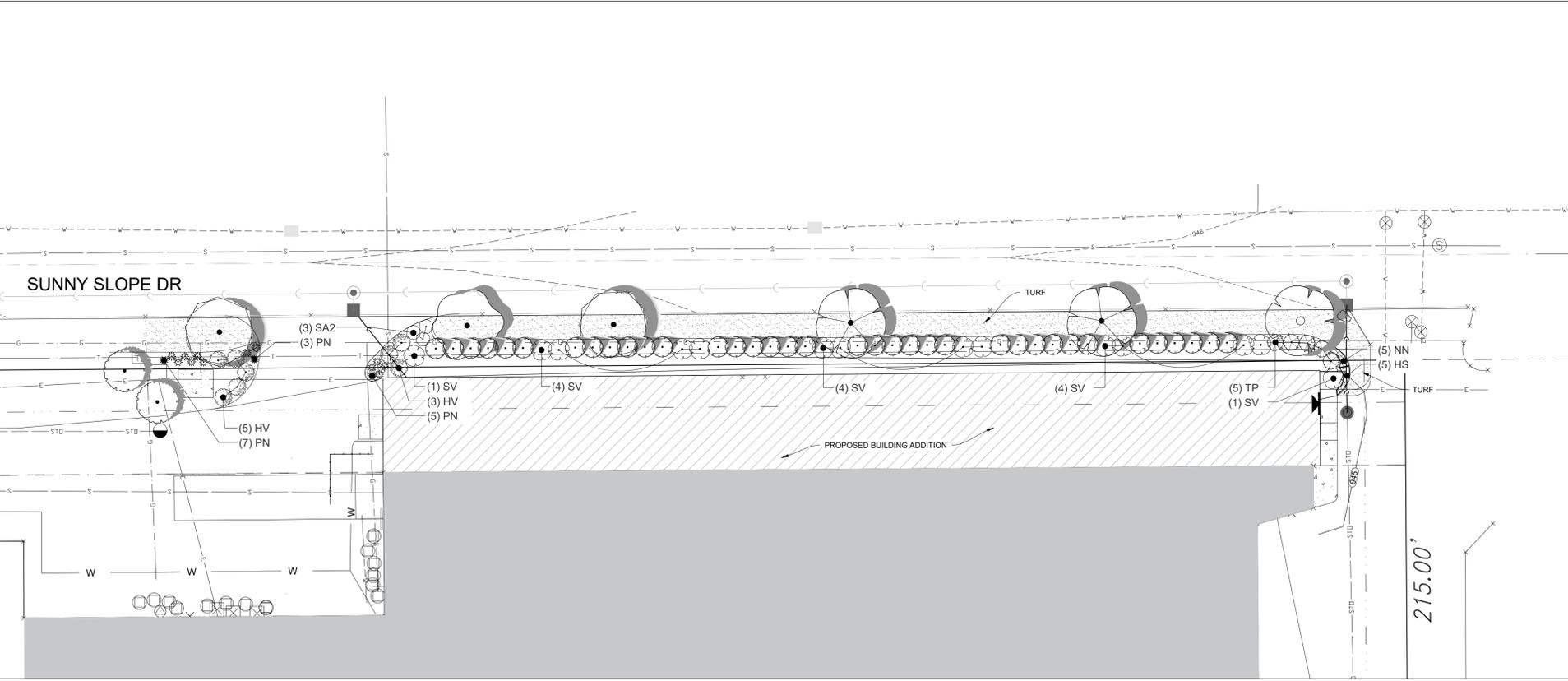
**LANDSCAPE PLAN
EXISTING**

REVISIONS	

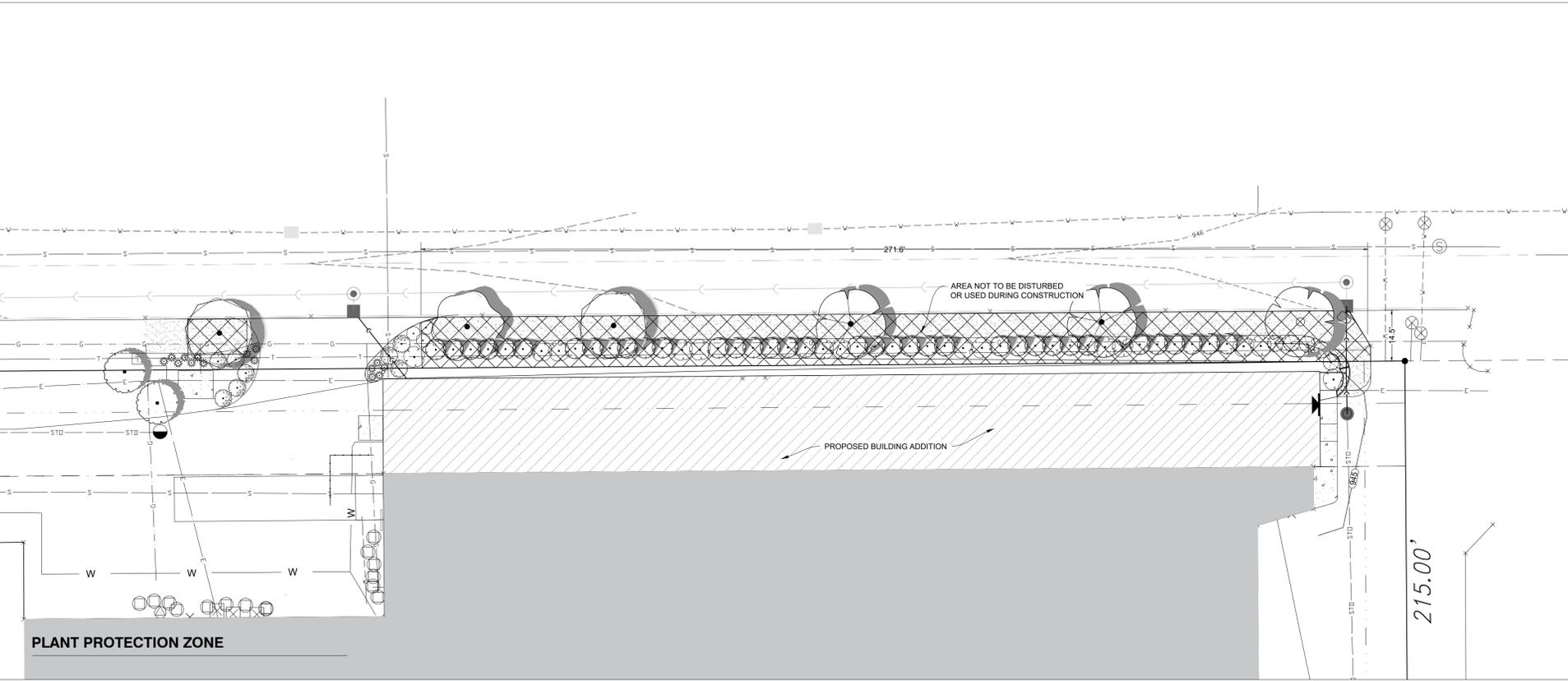
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 PEG PM _____ BILLH
 START DATE 08-12-19
 SCALE 1"=20'-0"

SHEET
 L-1
 L-3

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LANDSCAPE PLAN



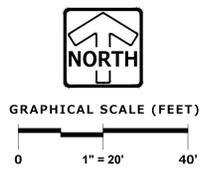
PLANT PROTECTION ZONE

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	<i>Gymnocladus dioica</i>	Kentucky Coffee Tree	---	Existing	2
	<i>Gymnocladus dioica</i>	Kentucky Coffee Tree	1.5" Cal.	B&B	1
	<i>Malus floribunda</i>	Floribunda Flowering Crabapple	---	Existing	3
	<i>Thuja occidentalis</i> 'Green Giant'	Green Giant Arborvitae	---	Existing	36
	<i>Tilia cordata</i>	Littleleaf Linden	---	Existing	1
	<i>Ulmus americana</i>	American Elm	---	Existing	1
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
HV	<i>Hydrangea paniculata</i> 'Vanilla Strawberry'	Vanilla Strawberry Panicked Hydrangea	3' Ht.		8
SA2	<i>Spiraea x bumalda</i> 'Anthony Waterer'	Anthony Waterer Spiraea	18" Tall		3
SV	<i>Syringa vulgaris</i>	Common Lilac	6" Ht.		14
TP	<i>Thuja plicata</i>	Green Gaint Arborvitae	7' Ht.		5
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
HS	<i>Hemerocallis</i> x 'Stella de Oro'	Stella de Oro Daylily	4.5" Cont.		5
NN	<i>Nepeta x faassenii</i> 'Novanepjun'	Junior Walker Catmint	4.5" Cont.		5
PN	<i>Panicum virgatum</i> 'Northwind'	Switch Grass	1 gal.		15
GROUND COVERS	BOTANICAL NAME	COMMON NAME	QTY		
	Turf Hydroseed	Drought Tolerant Fescue Blend	2,289 sf		

LANDSCAPE NOTES

- THIS DESIGN KEEPS AS MUCH EXISTING PLANT MATERIAL THAT IS PRACTICAL.
- REMOVAL OF ALL THE PEAR TREES IS PLANNED BECAUSE THEY ARE IN POOR CONDITION OR TOO CLOSE TO STREET TREES.
 - REMOVAL OF ALL THE SPIREAS. THESE OFFER LITTLE SCREENING OF THE BUILDING.
 - KEEPING MOST OF THE ARBORVITAE (THUJA OCCIDENTALIS) AND REPLACING THE 2 POOR ONES ON THE EAST END WITH 5 THUJA PILICATA. IF ADDITIONAL ARBORVITAE (THUJA OCCIDENTALIS) NEED TO BE REPLACE, REPLACE WITH THUJA PILICATA.
 - THE STREET TREES ARE IN GOOD OR FAIR CONDITIONS. REMOVE EXISTING ELM TREE ON THE EAST SIDE OF THE ADDITION TO ALLOW FOR NEW STORM SEWER PIPE AND REPLACING THE STREET TREE FURTHER WEST IN SAME LINE AS OTHER TREES.
 - PLANTING LARGE GROWING SHRUBS IN THE GAPS BETWEEN THE ARBORVITAE AND EXTENDING THE PLANTING BED ENDS WILL PROVIDE BETTER SCREENING.
 - ADDING ADDITIONAL PLANTINGS TO BEDS FOR VISUAL INTEREST.
 - REPAIRING OF LAWN AREAS AND INSTALL OF NEW LAWN WHERE NEEDED.
 - GENERAL CONTRACTOR TO SUBCONTRACT A PROFESSIONAL ARBORIST TO PRUNE EXISTING TREES WHERE REQUIRED DURING CONSTRUCTION AND TO PROPERLY CUT EXISTING VEGETATION LINE ROOTS TO CREATE AS LITTLE DAMAGE TO PLANTS ROOTS AS POSSIBLE.
 - OWNER TO CONTRACT A PROFESSIONAL ARBORIST TO OBSERVE AND REPORT VEGETATION LINE CONDITION 1 YEAR AFTER CONSTRUCTION IS COMPLETE. REPORT THE FINDINGS AND MAKE ANY FURTHER RECOMMENDATIONS ABOUT THE HEALTH AND MAINTENANCE OF THE VEGETATION LINE REQUIRED TO MEET THE VILLAGE'S SATISFACTION.
 - ANY AGREED UPON REPLACEMENT OF VEGETATION SHOULD MAKE THE BEST ATTEMPT TO MATCH THE SPECIES OF THE EXISTING VEGETATION LINE. TO PROVIDE THE BEST SCREENING, AND MAINTAIN THE DESIRED LOOK TO MEET THE VILLAGE'S SATISFACTION.



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LANDSCAPE PLAN

REVISIONS	

PEG JOB No. 22010-WI
 PEG PN: BLH
 START DATE 08-12-19
 SCALE 1"=20'-0"
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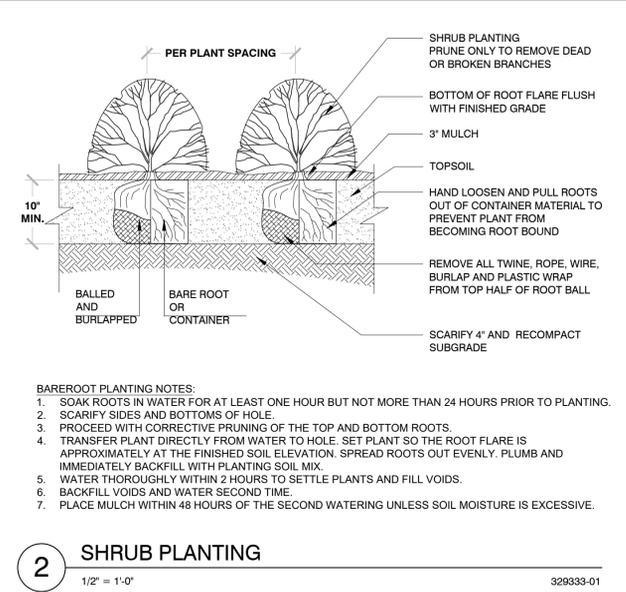
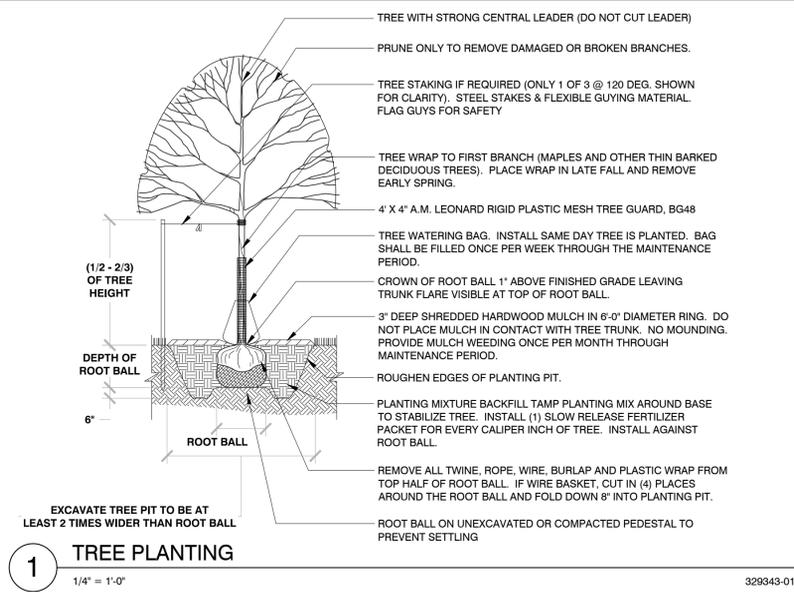
DRAFTED: JSJ
DESIGNED: JSJ
REVIEWED: DJB

GENERAL PLANTING NOTES

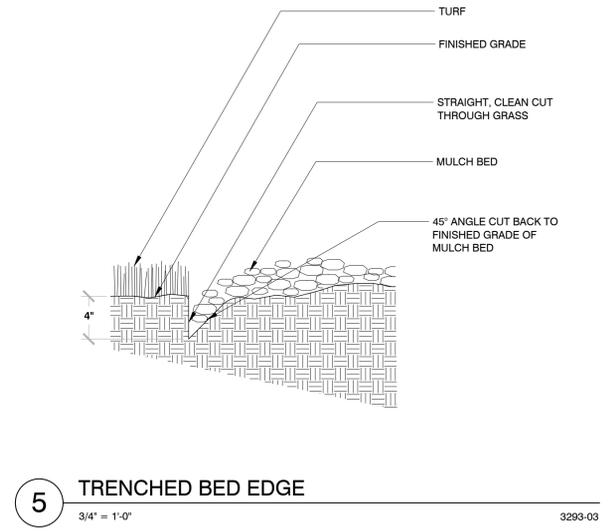
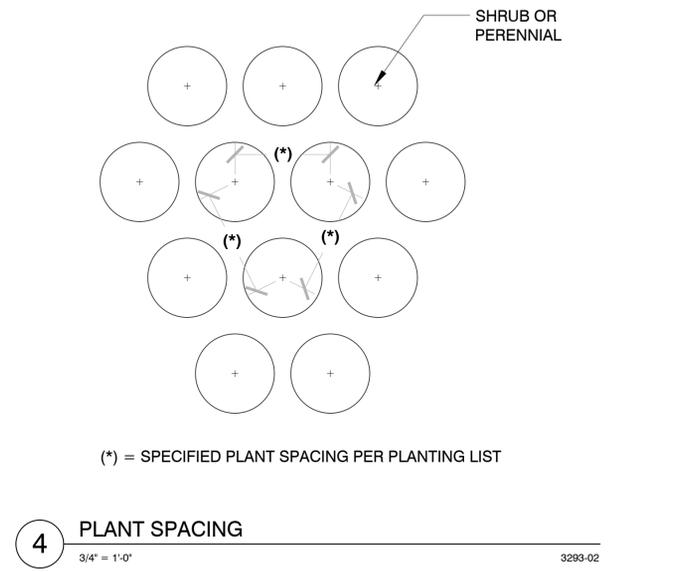
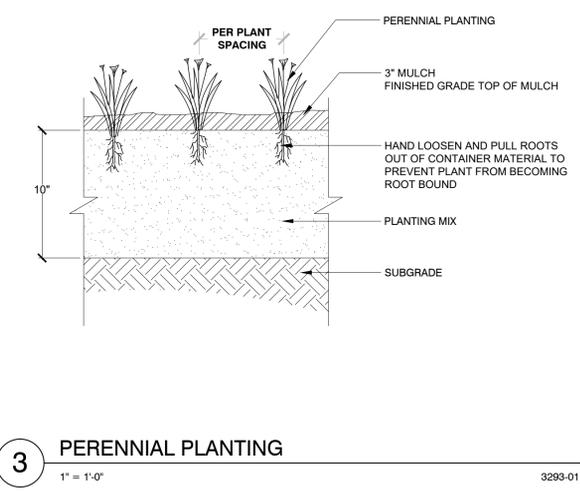
- THE LAYOUT OF ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY. BED LAYOUT SHALL ALSO INCLUDE PERENNIAL GROUPINGS BY SPECIES.
- THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
- NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
- ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. EXISTING SOIL SHALL BE AMENDED PER SOIL ANALYSIS REPORT TO ENSURE A PROPER GROWING MEDIUM IS ACHIEVED.
- ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM 10" DEPTH OF PREPARED SOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 10" OF SOIL. REFER TO SOIL PLACEMENT NOTES.
- WHILE PLANTING TREES AND SHRUBS, BACKFILL 2/3 OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN.
- THE CONTRACTOR MUST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION.
- ALL PLANTING BEDS SHALL BE MULCHED WITH 3" DEEP SHREDDED HARDWOOD MULCH, AND ALL TREES PLANTED IN TURF AREAS SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.
- ALL PLANTING BEDS AND TREE RINGS SHALL HAVE A 4" DEEP TRENCHED BED EDGE CREATED BY EITHER A FLAT LANDSCAPE SPADE OR MECHANICAL EDGER. BED EDGES ARE TO BE CUT CLEAN AND SMOOTH AS SHOWN ON LANDSCAPE PLANS WITH A CLEAN DEFINITION BETWEEN TURF AND PLANTING AREAS.
- ALL TURF SEED AREAS SHALL RECEIVE A MINIMUM OF 3" DEPTH OF TOPSOIL. WITH APPROVAL, EXISTING SOIL MAY BE UTILIZED PROVIDED THE PROPER SOIL AMENDMENTS ARE TILLED THOROUGHLY INTO THE TOP 6" OF SOIL AS INDICATED IN THE SOIL PLACEMENT NOTES. REQUIRED AMENDMENTS SHALL BE DETERMINED BASED ON A SOIL ANALYSIS TO BE PERFORMED. ALL TOPSOIL AMENDMENT SHALL BE AGED WEED FREE MANURE OR CLASS 1 ORGANIC MATTER.
- FOR LAWN SEEDING, APPLY A STARTER FERTILIZER AND SEED UNIFORMLY AT THE RATE RECOMMENDED BY MANUFACTURER, AND PROVIDE A MULCH COVERING THAT IS SUITABLE TO PROMOTE SEED GERMINATION AND TURF ESTABLISHMENT. CONTRACTOR TO PROVIDE FERTILIZER, SEED, AND MULCH SPECIFICATIONS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. EROSION CONTROL MEASURES ARE TO BE INSTALLED IN THOSE AREAS REQUIRING STABILIZATION (SWALES, SLOPES EXCEEDING 1:3, AND THOSE LOCATIONS INDICATED IN CIVIL DRAWINGS).
- THE CONTRACTOR TO ENSURE A SMOOTH, UNIFORM QUALITY TURF IS ACHIEVED WITH NO BARE SPOTS LARGER THAN 6" X 6". ANY BARE SPOTS LARGER THAN 6" X 6" AT THE END OF ESTABLISHMENT PERIOD SHALL BE RESEED AT THE CONTRACTORS EXPENSE TO OBTAIN A DENSE, UNIFORM LAWN.
- ALL FINISH GRADING AND LAWN AREAS TO BE INSTALLED BY LANDSCAPE CONTRACTOR.
- ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT DIGGERS HOTLINE.
- THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
- THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
- THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT. THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
- THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
- PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM TIME OF OWNER ACCEPTANCE. ONLY ONE REPLACEMENT PER PLANT WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET.

SOIL PLACEMENT NOTES

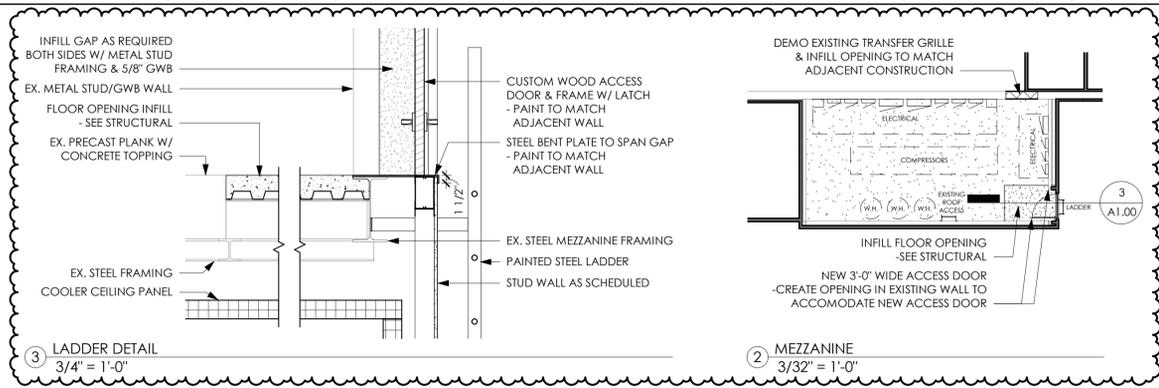
- LOOSEN SUBGRADE TO A MINIMUM DEPTH INDICATED IN PLANTING NOTES USING A CULTI-MULCHER OR SIMILAR EQUIPMENT, AND REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSION, STICKS, RUBBISH AND OTHER EXTRANEIOUS MATTER.
- THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT, 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)
- TREE AND SHRUB HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
- SPREAD SOIL AND SOIL AMENDMENTS TO DEPTH INDICATED ON DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. (FINISH GRADE OF PLANTING BEDS SHALL BE 3" BELOW ALL ADJACENT SURFACES. FINISH GRADE OF TURF SEEDING AREAS SHALL BE 1" BELOW ALL ADJACENT HARD SURFACES, WALKS, AND CURBS.)
- PLACE APPROXIMATELY 1/2 OF TOTAL AMOUNT OF SOIL REQUIRED. WORK INTO TOP OF LOOSENED SUBGRADE TO CREATE A TRANSITION LAYER, THEN PLACE REMAINDER OF THE SOIL. SOIL TRANSITION LAYER SHALL BE TILLED TO A MINIMUM DEPTH OF 6" BELOW THE DEPTH OF NEWLY PLACED SOIL.
- DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
- FINISH GRADING: GRADE SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH A LOOSE, UNIFORMLY FINE TEXTURE.
- ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- RESTORE PLANTING BEDS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING AND BEFORE PLANTING.



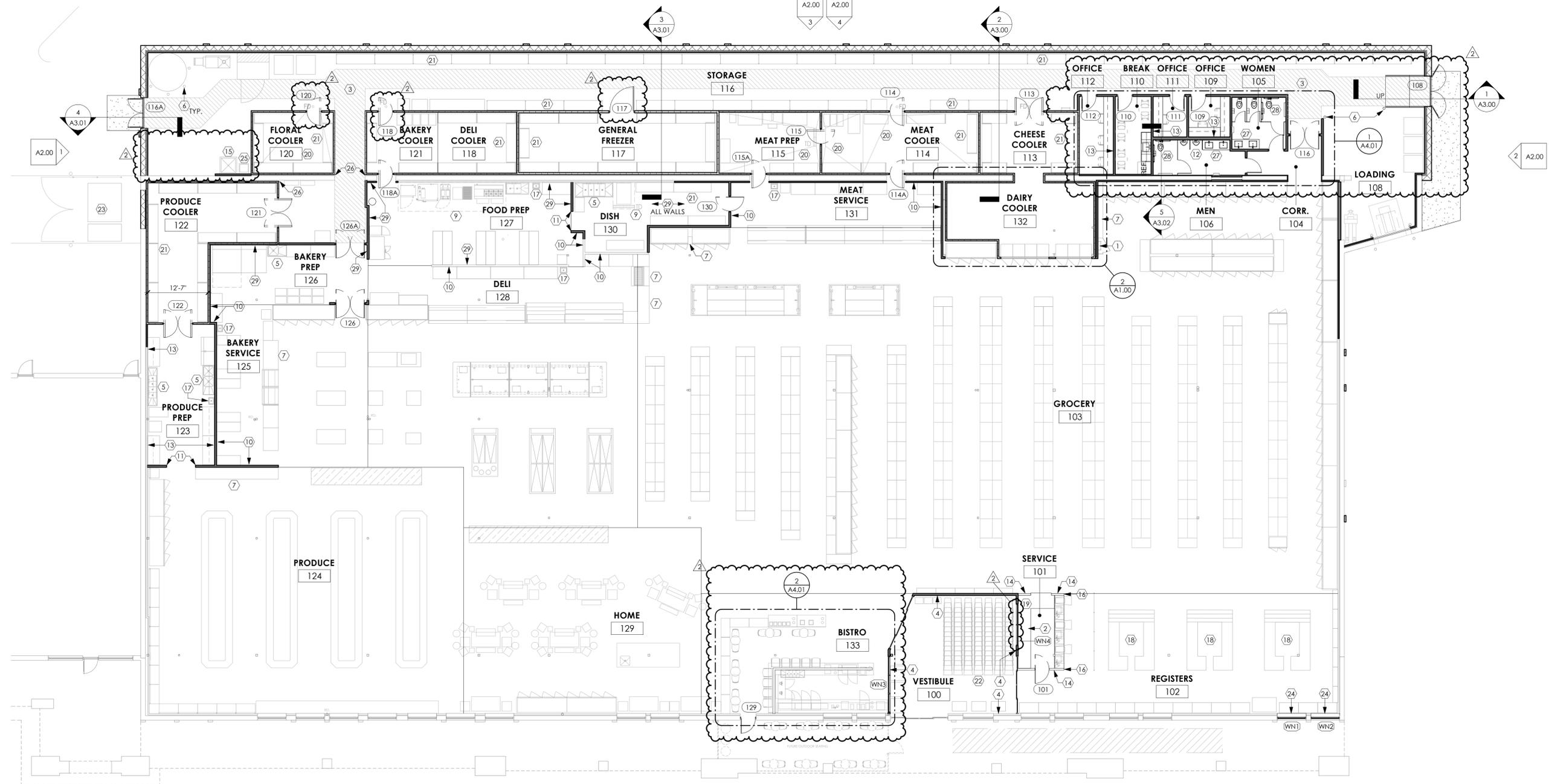
- BAREROOT PLANTING NOTES:**
- SOAK ROOTS IN WATER FOR AT LEAST ONE HOUR BUT NOT MORE THAN 24 HOURS PRIOR TO PLANTING.
 - SCARIFY SIDES AND BOTTOMS OF HOLE.
 - PROCEED WITH CORRECTIVE PRUNING OF THE TOP AND BOTTOM ROOTS.
 - TRANSFER PLANT DIRECTLY FROM WATER TO HOLE. SET PLANT SO THE ROOT FLARE IS APPROXIMATELY AT THE FINISHED SOIL ELEVATION. SPREAD ROOTS OUT EVENLY. PLUMB AND IMMEDIATELY BACKFILL WITH PLANTING SOIL MIX.
 - WATER THOROUGHLY WITHIN 2 HOURS TO SETTLE PLANTS AND FILL VOIDS.
 - BACKFILL VOIDS AND WATER SECOND TIME.
 - PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.



REVISIONS	



- FLOOR PLAN KEYNOTES**
- MECHANICAL MEZZANINE ACCESS LADDER W/ CUSTOM MILLWORK LOCKABLE DOOR.
 - 24"x20"x12" CUSTOM MILLWORK PLATFORM FOR SAFE (APPROX. 220LBS)
 - 4'-0" WIDE FLOOR STRIPING "KEEP AREA CLEAR" -COLOR: SAFETY YELLOW
 - BLACK COMPOSITE CART BUMPER OVER 2x TREATED LUMBER. LOCATIONS VIF W/ OWNER -SEE FLOOR FINISH PLAN
 - STAINLESS STEEL SINK W/ DRAIN BOARD
 - PAINTED FLOOR MOUNT STEEL BOLLARD
 - CUSTOM MILLWORK, O.F.C.I
 - PAINTED STEEL LADDER TO TOP OF COOLER
 - EXISTING EXHAUST HOOD
 - CERAMIC WALL TILE TO 9'-0" A.F.F.
 - STAINLESS STEEL CORNER WRAP -SEE SIMILAR DOOR FRAME (SS1)
 - ADA DRINKING FOUNTAIN
 - INSTALL BLOCKING FOR WALL SHELVING ABOVE WORK AREAS -VERIFY FINAL LOCATIONS W/ OWNER
 - WOOD PLANK WALL VENEER W/ WOOD CAP -SEE DETAIL SECTION
 - 3'-6" x 3'-6" MOP BASIN W/ 3'-0" HIGH WHITE FRP WALL PANEL BACK SPLASH. EXTEND FRP 1'-0" PAST SIDES OF BASIN.
 - WALL CORNER GUARD. VERIFY W/ OWNER METAL OR RUBBER PER LOCATION.
 - STAINLESS STEEL HANDSINK
 - CHECK-OUT STATIONS BY OWNER
 - MILLWORK SERVICE STATION W/ GRANITE COUNTERTOPS
 - PITCHED FLOORS TO FLOOR DRAIN W/ AIR GAP
 - SHELVING BY OWNER
 - CART STORAGE
 - DUMPSTER LOCATION W/ SCREENING
 - WINDOW SILL, MATCH EXISTING
 - STAINLESS STEEL UTILITY SINK
 - INSTALL CLOSE-OFF PANEL TO MATCH ADJACENT MATERIAL
 - GRANITE COUNTERTOP W/ UNDERMOUNT SINKS @ 2'-10" AFF W/ 1x5 STAINED WOOD SKIRT
 - TANKLESS FLOOR MOUNT ACCESSIBLE TOILET
 - FRP WALL COVERING FROM FLOOR TO CEILING. INSTALL GYP BOARD W/ BACK SIDE FACING OCCUPIED SPACE



1 FLOOR PLAN
3/32" = 1'-0"



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PROPOSED ADDITION TO :

SENDIK'S FOOD MARKETS

600 HARTBROOK DRIVE
HARTLAND, WI 53029



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DATE	REV	ISSUE
04/10/19	--	OWNER REVIEW
08/15/19	--	STATE REVIEW SET
08/16/19	--	STATE APPROVAL
10/28/19	--	BID SET
02/28/20	1	BID SET - REVISED WALL HEIGHT
05/11/20	2	STATE REVIEW RESUBMITTAL SET

PROJECT NUMBER 19-004
START DATE 04/10/2019
DRAWN BY RRT
CHECKED BY RRT
SCALE As indicated

FLOOR PLAN
A1.00

05.11.2020 - STATE REVIEW RESUBMITTAL SET

5/28/2020 4:04:38 PM

PROPOSED ADDITION TO :

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HARTLAND, WI 53029

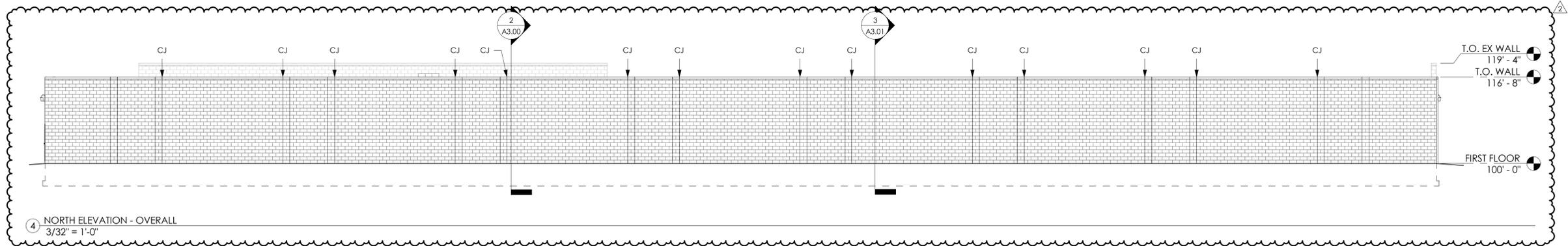


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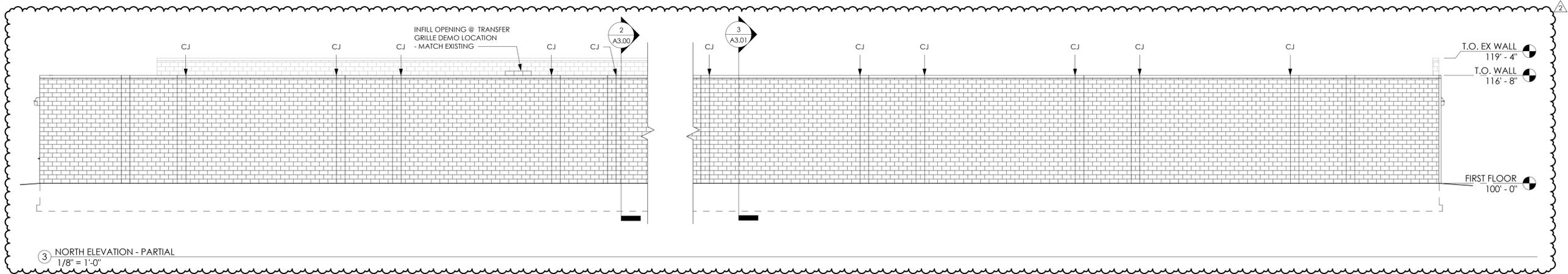
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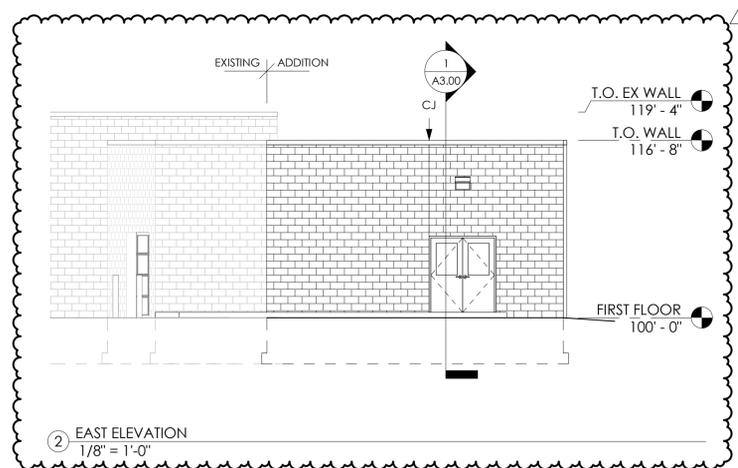
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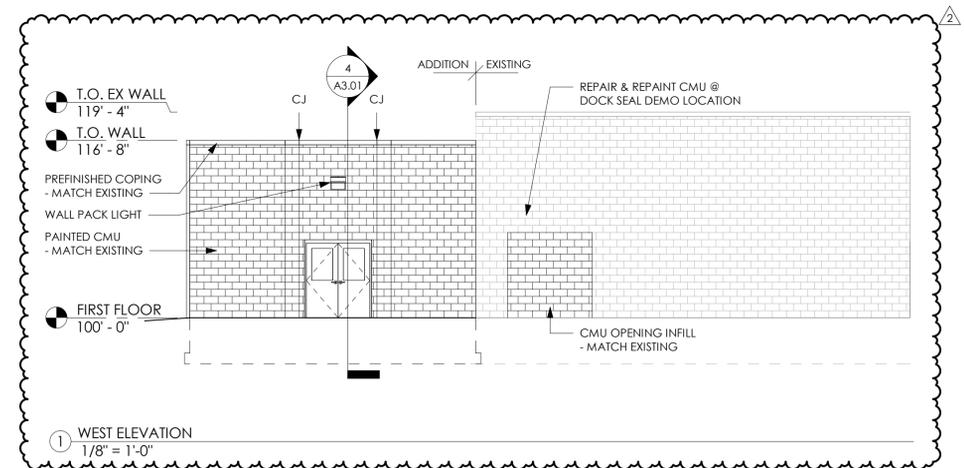
4 NORTH ELEVATION - OVERALL
3/32" = 1'-0"



3 NORTH ELEVATION - PARTIAL
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



1 WEST ELEVATION
1/8" = 1'-0"

05.11.2020 - STATE REVIEW RESUBMITTAL SET

PROJECT NUMBER 19-004
START DATE 04/10/2019
DRAWN BY RRT
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SCALE As indicated

EXTERIOR ELEVATIONS

A2.00



② PERSPECTIVE LOOKING NORTHWEST
12" = 1'-0"



① PERSPECTIVE LOOKING SOUTHWEST
12" = 1'-0"



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SENDIK'S FOOD MARKETS

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PROJECT NUMBER 19-004
START DATE 04/10/2019
DRAWN BY RRT
CHECKED BY RRT
SCALE 12" = 1'-0"

PROPOSED PERSPECTIVES

A2.02

05.11.2020 - STATE REVIEW RESUBMITTAL SET

**DISTRIBUTION EASEMENT
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Document Number

WR NO. **DESC 4434874** IO NO. **75670**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TMPN Hartland LLC, a Wisconsin limited liability company, and Hartland Plaza LLC, a Wisconsin limited liability company, as tenants-in-common**, hereinafter referred to as "Grantor", owners of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land Three (3) feet in width being a part of the Grantor's premises described as **Lot 1 of Certified Survey Map No. 9905**, recorded in the office of the Register of Deeds for Waukesha County, on November 3, 2004, in Volume 93 of Certified Survey Maps, on Pages 142 through 144, inclusive, as **Document No. 3219518**, being a part of the **Northeast 1/4 of the Southwest 1/4 of Section 35, Township 8 North, Range 18 East**, Village of Hartland, Waukesha County, State of Wisconsin.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

HAV0427997013
(Parcel Identification Number)

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

9. Indemnification and Hold Harmless: In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said facilities.

Grantor:

TMPN Hartland LLC

By:

Greg Devoekin

(Print name and title): Greg Devoekin, Authorized Agent

By:

(Print name and title):

Acknowledged before me in Ozaukee County, Wisconsin, on 10/25/2019,

by Greg Devoekin and ~~XXXXXXXXXXXX~~,

~~Members~~ of TMPN Hartland LLC in its name and on its behalf.

Authorized Agent



(NOTARY STAMP/SEAL)

Deborah J. McVeigh
Notary Public Signature, State of Wisconsin

Deborah J. McVeigh
Notary Public Name (Typed or Printed)

My commission expires 3-29-2020

Grantor:

Hartland Plaza LLC

By: [Signature]

(Print name and title): Greg Devorkin, Member

By: ~~_____~~

(Print name and title): ~~_____~~

Acknowledged before me in Ozaukee County, Wisconsin, on 10/25/2019,

by Greg Devorkin and X X X X X X X

Members, Hartland Plaza LLC, in its name and on its behalf.



(NOTARY STAMP/SEAL)

[Signature]

Notary Public Signature, State of Wisconsin

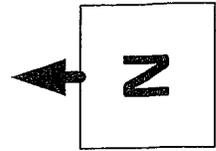
Deborah J. McVeigh

Notary Public Name (Typed or Printed)

My commission expires 3.29.2020

This instrument was drafted by Donald S. Sklenar on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

MERTON AVENUE



LOT 2
CSM NO.
9905

LOT 1 CSM NO. 9905

HARTBROOK DR.
(FRONTAGE RD)

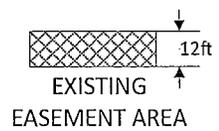
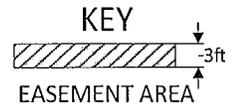
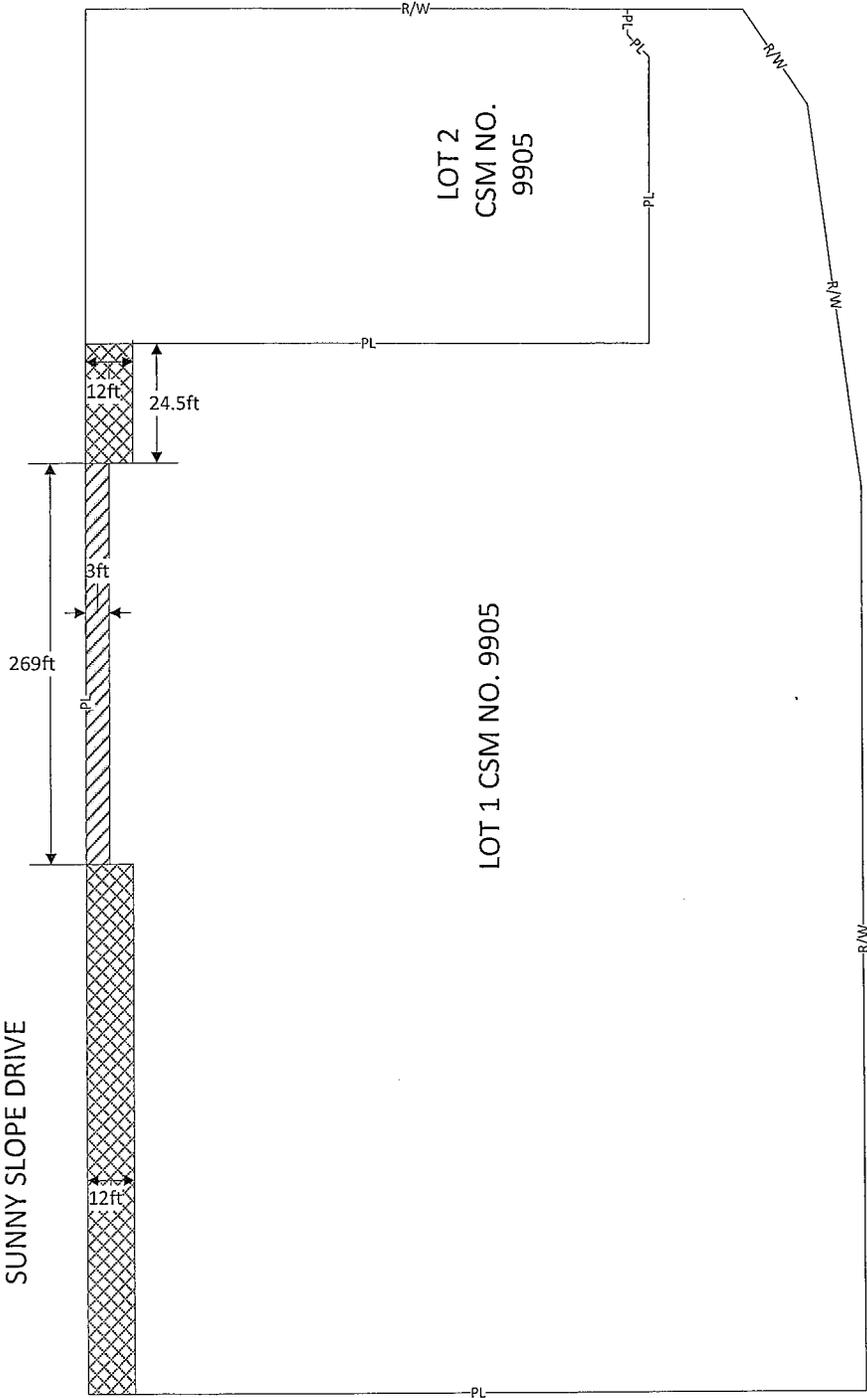


EXHIBIT "A"

NOT TO SCALE

<p>DO DESC 4414843</p>	<p>A 3ft Wide Easement in Part of Lot 1, CSM No. 9905, being a part of the NE ¼ of the SW ¼ Sec 35, T8N, R18E, Village of Hartland, Waukesha Co., Wisconsin</p>	<p>DRAWN BY Don Sklenar</p>
<p>REVISIONS</p>		<p>DATE 9.27.19</p>

JEMCO ELECTRIC

11610 W. RAWSON AVE.

FRANKLIN, WI 53132

1-888-536-2632

Madisen Maher Architects

May 8th, 2020

700 West Virginia St.

#604

Milwaukee, WI 53204

Mr. Thomas,

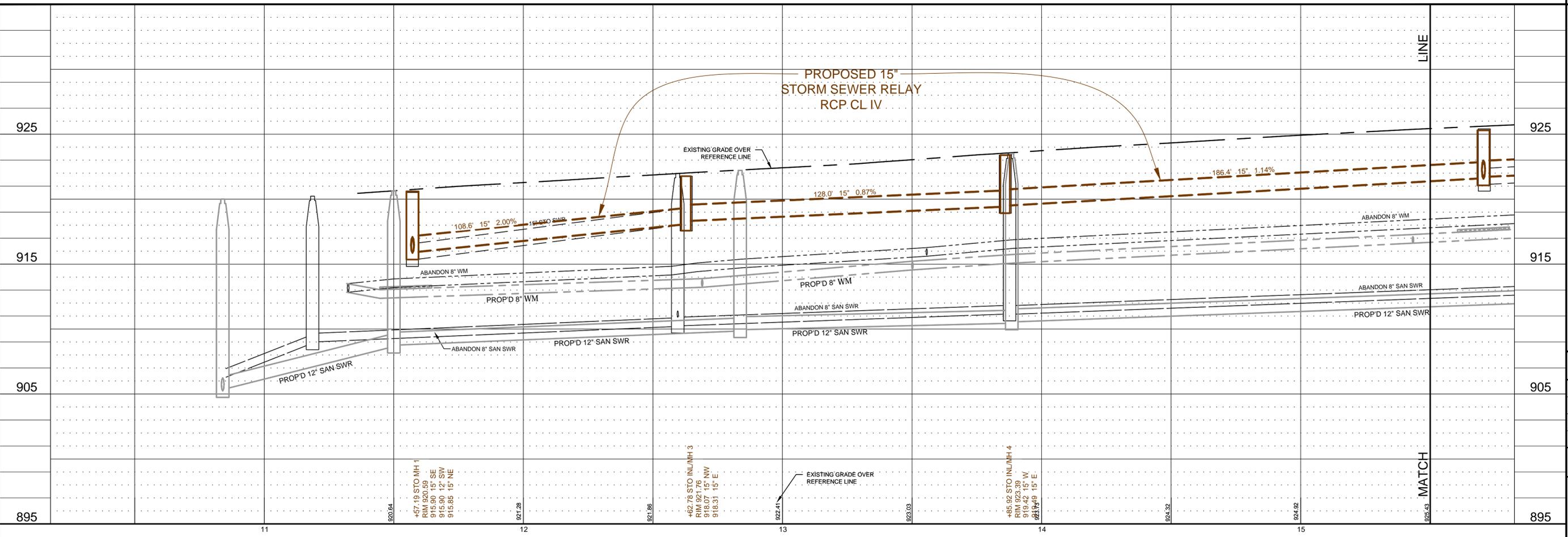
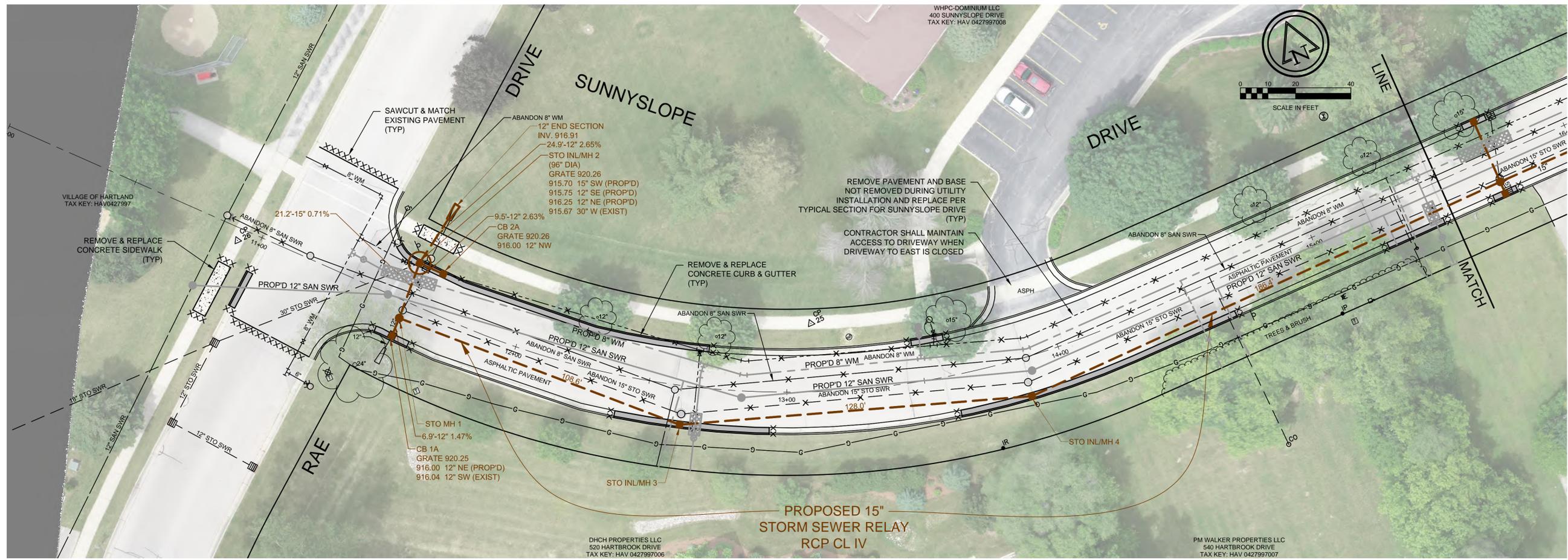
Regarding your inquiry regarding installing the concrete encased conduit along the footing of the new building addition for the Sendik's Food Market- Hartland, WI., I can think of no violation of the installation with regards to the NEC. Typically, a situation like this is a WE Energies requirement, which they already know, and have okayed, as to how this conduit will be buried to re-complete their loop. Again, on our end, this does not constitute a violation.

I hope this helps. If you have any other questions or concerns that I might be able to help you with, please contact me so we can discuss them.

Respectfully,

John Prusinski

Jan 13, 2020 5:02pm PLOTTED BY: AKRUEGER SAVED BY: AKRUEGER
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7	AREAS
6	RES
5	RES
4	RES
3	RES
2	RES
1	RES

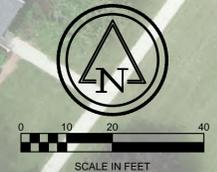
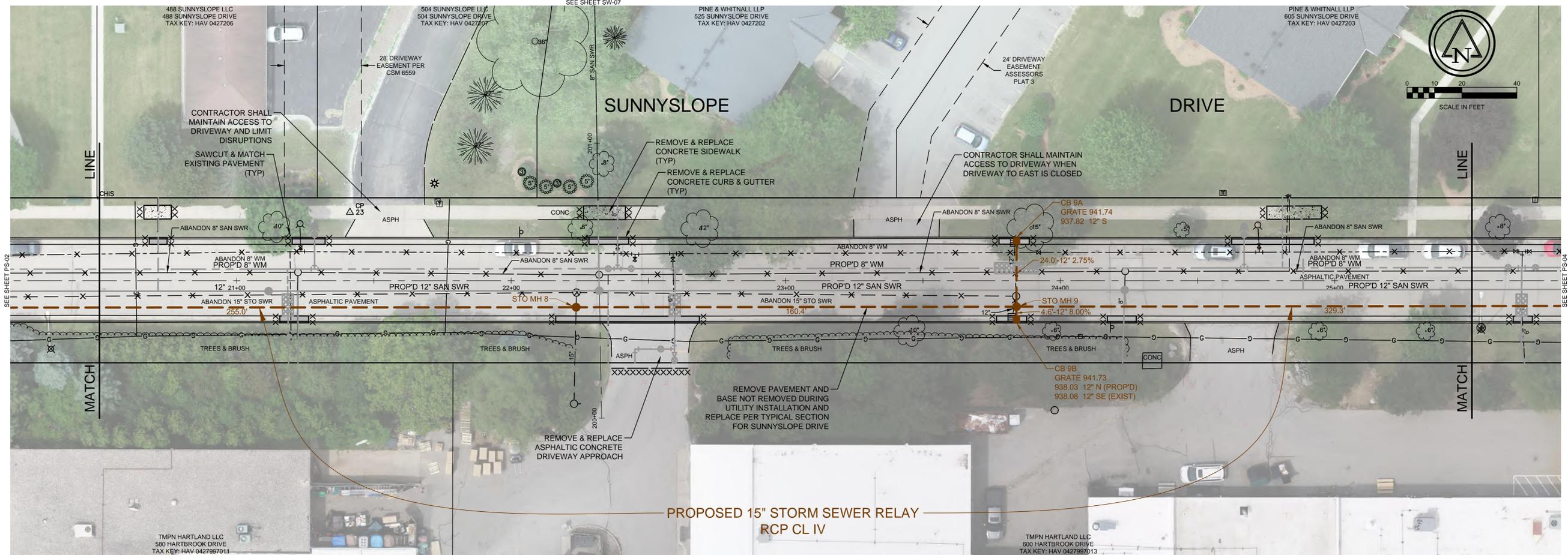
TOWN: 8N RANGE: 18E SECTION(S): 35 SW

SUNNYSLOPE DRIVE UTILITY IMPROVEMENTS
PROPOSED PAVEMENT & STORM SEWER
 IN: SUNNYSLOPE DRIVE
 FROM: RAE DRIVE
 TO: 425' SOUTHEAST OF RAE DRIVE
 VILLAGE OF HARTLAND
 WAUKESHA COUNTY, WISCONSIN

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 DESIGNED BY: PWG
 DRAFTED BY: AK2
 CHECKED BY: KRW
 DATE: JANUARY 2020
 FILE NO. 09-10043.200
 BID SET
 SHEET NO. PS-01

BID SET
 www.ruekertmielke.com

1825244



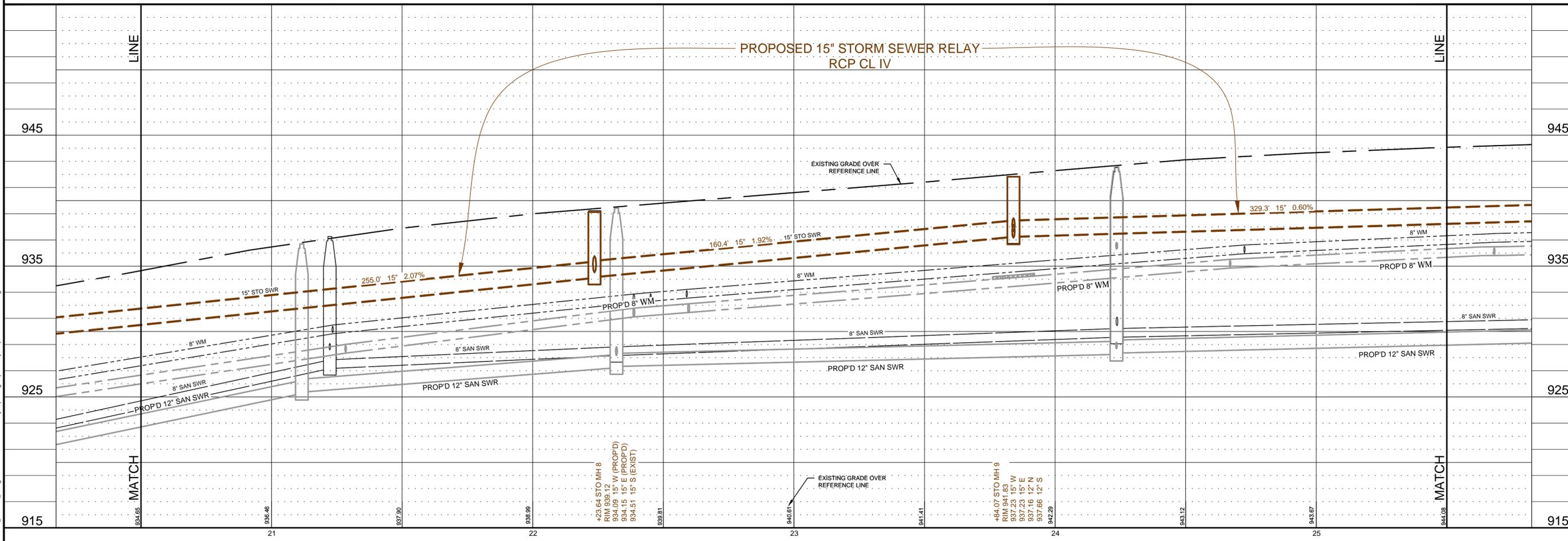
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SUNNYSLOPE DRIVE UTILITY IMPROVEMENTS
PROPOSED PAVEMENT & STORM SEWER
 IN: SUNNYSLOPE DRIVE
 FROM: 900' SOUTHEAST OF RAE DRIVE
 TO: 775' WEST OF MERTON AVENUE
VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN

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FILE NO.
09-10043.200

BID SET
 SHEET NO.
PS-03

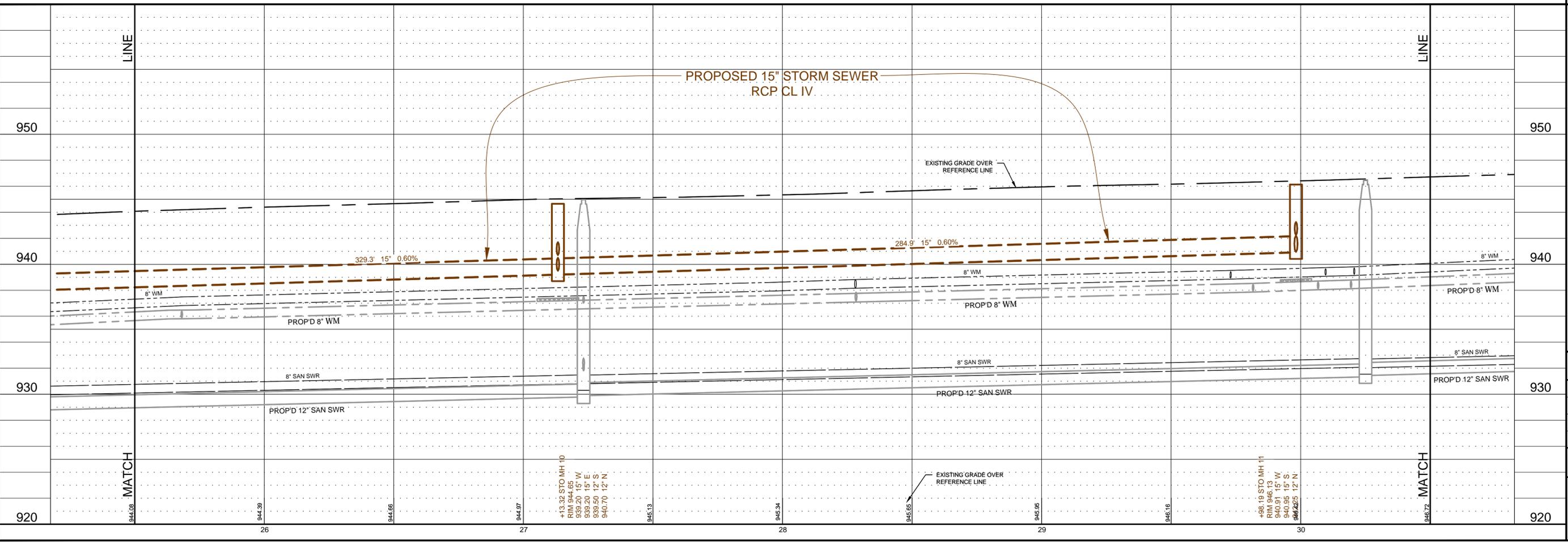
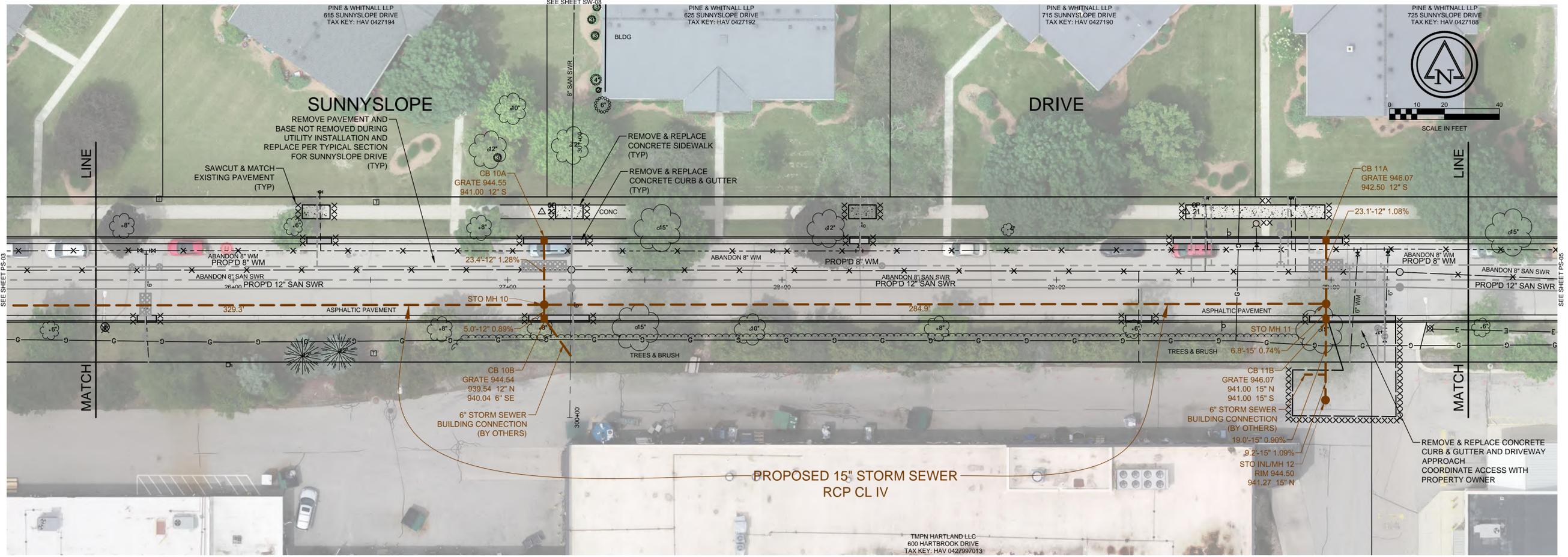


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 Views: PlotSetup

TOWN: 8N RANGE: 18E SECTION(S): 35 SW

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Jan 13, 2020 5:05pm PLOTTED BY: AKRUEGER SAVED BY: AKRUEGER
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 Views: PlotSetup



7	6	5	4	3	2	1
A	B	C	D	E	F	G

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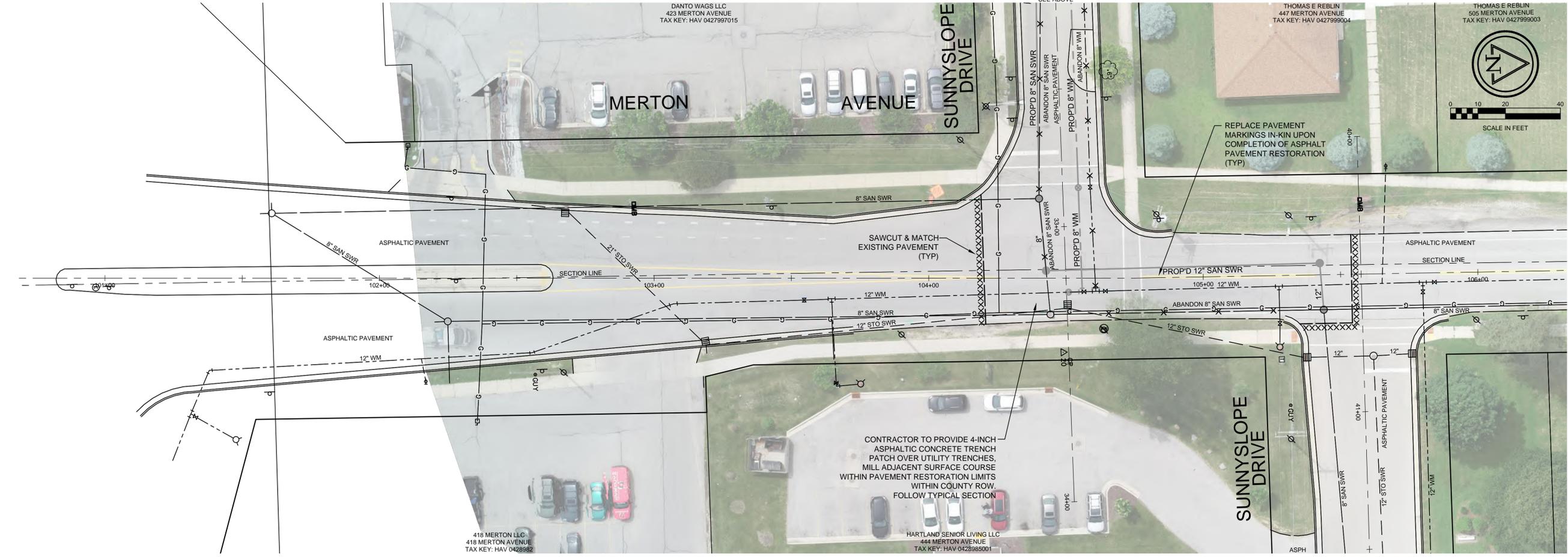
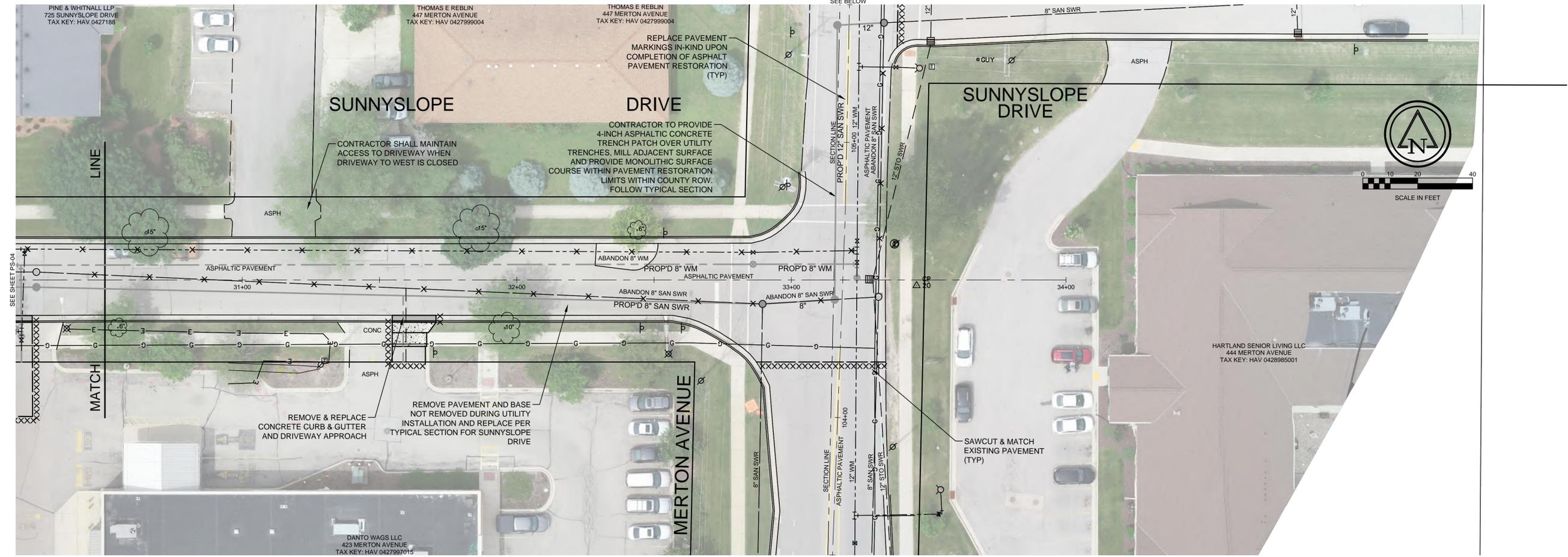
SUNNYSLOPE DRIVE UTILITY IMPROVEMENTS
 PROPOSED PAVEMENT & STORM SEWER
 IN: SUNNYSLOPE DRIVE
 FROM: 775' WEST OF MERTON AVENUE
 TO: 275' WEST OF MERTON AVENUE
 VILLAGE OF HARTLAND
 WAUKESHA COUNTY, WISCONSIN

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BID SET
 SHEET NO. PS-04

TOWN: 8N RANGE: 18E SECTION(S): 35 SW

BID SET
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Jan 13, 2020 5:05pm PLOTTED BY: AKRUEGER SAVED BY: AKRUEGER
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7	TOWN: 8N	RANGE: 18E	SECTION(S): 35 SW
6			
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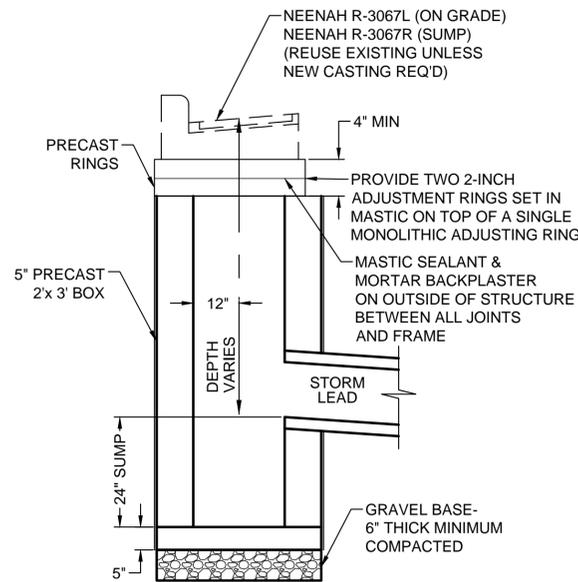
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SUNNYSLOPE DRIVE UTILITY IMPROVEMENTS
PROPOSED PAVEMENT SUNNYSLOPE DRIVE & MERTON AVENUE
 VILLAGE OF HARTLAND
 WAUKESHA COUNTY, WISCONSIN

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 FILE NO.
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 SHEET NO.
PS-05

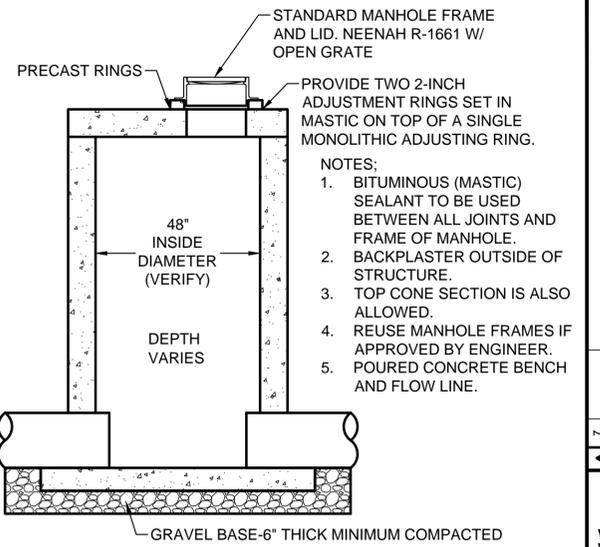
www.ruekertmielke.com



1. INLET TO BE PROTECTED WITH GEOTEXTILE FABRIC BETWEEN THE GRATE AND FRAME. PROTECTION TO REMAIN IN PLACE UNTIL SITE VEGETATION IS ESTABLISHED.
2. IN AREAS WITH ROLL FACE CURB, REPLACEMENT CURB SHALL TRANSITION TO VERTICAL FACE CURB & GUTTER AT INLET FRAME.

CATCH BASIN DETAIL

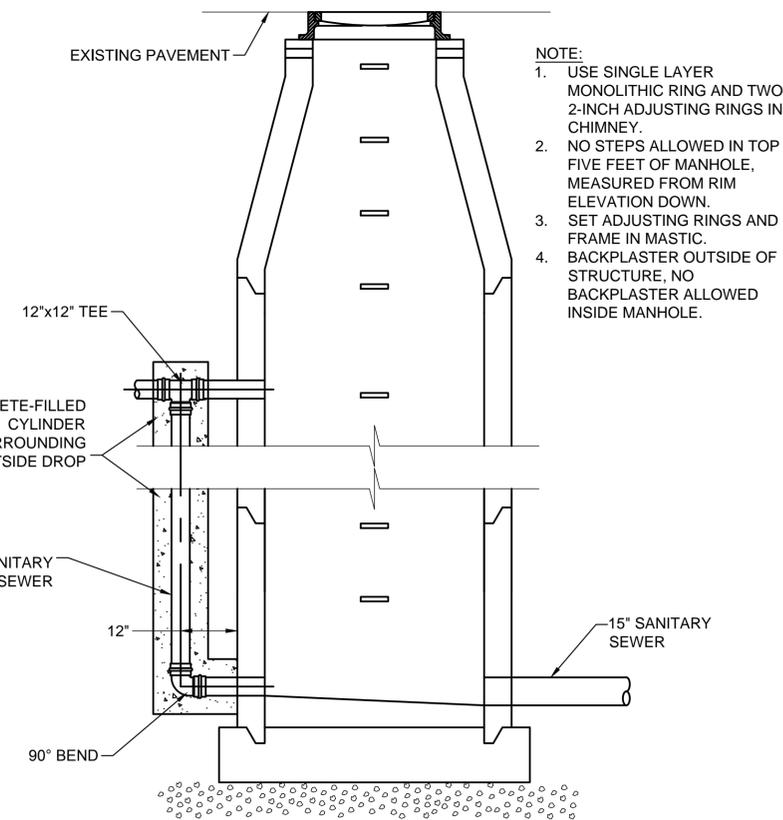
STO-03 20 NO SCALE



- NOTES:
1. BITUMINOUS (MASTIC) SEALANT TO BE USED BETWEEN ALL JOINTS AND FRAME OF MANHOLE.
 2. BACKPLASTER OUTSIDE OF STRUCTURE.
 3. TOP CONE SECTION IS ALSO ALLOWED.
 4. REUSE MANHOLE FRAMES IF APPROVED BY ENGINEER.
 5. POURED CONCRETE BENCH AND FLOW LINE.

STORM MANHOLE DETAIL

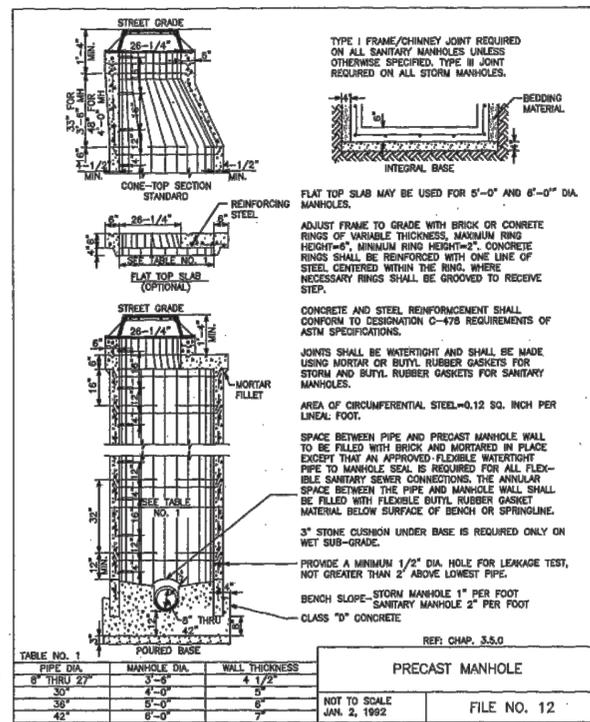
STO-01 20 NO SCALE



- NOTE:
1. USE SINGLE LAYER MONOLITHIC RING AND TWO 2-INCH ADJUSTING RINGS IN CHIMNEY.
 2. NO STEPS ALLOWED IN TOP FIVE FEET OF MANHOLE, MEASURED FROM RIM ELEVATION DOWN.
 3. SET ADJUSTING RINGS AND FRAME IN MASTIC.
 4. BACKPLASTER OUTSIDE OF STRUCTURE. NO BACKPLASTER ALLOWED INSIDE MANHOLE.

OUTSIDE DROP MANHOLE

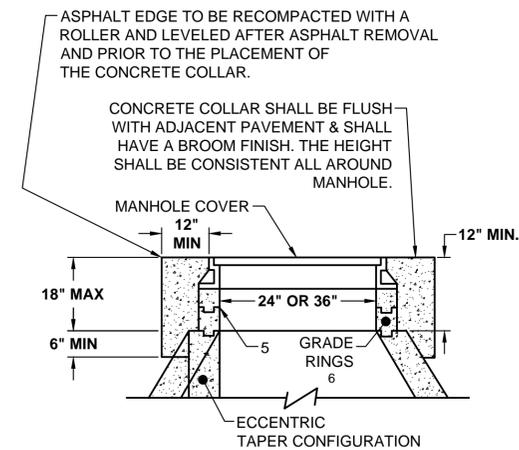
SAN-MH-07 20 NO SCALE



- NOTE:
1. USE SINGLE LAYER MONOLITHIC RING AND TWO 2-INCH ADJUSTING RINGS IN CHIMNEY.
 2. NO STEPS ALLOWED IN TOP FIVE FEET OF MANHOLE, MEASURED FROM RIM ELEVATION DOWN.
 3. SET ADJUSTING RINGS AND FRAME IN MASTIC.
 4. BACKPLASTER OUTSIDE OF STRUCTURE. NO BACKPLASTER ALLOWED INSIDE MANHOLE.

PRECAST SANITARY MANHOLE

Z-011-SAN-01-Precast Manhole File No 12 1 NO SCALE



- NOTES:
1. CONCRETE COLLAR TO BE PORTLAND CEMENT CONCRETE (P.C.C) WITH THE FOLLOWING CHARACTERISTICS: 4000 PSI MIN. COMPRESSIVE STRENGTH AT 28 DAYS, MIN. 6 SACKS OF CEMENT PER CUBIC YARD WITH A MAX. WATER/CEMENT RATION OF 0.45, AIR ENTRAINMENT 6% 1.5% AND SLUMP AT 1 TO 4 INCHES. ALL MATERIAL SHALL CONFORM TO WISDOT STANDARD SPECIFICATION SECTION 5.01.
 2. CIRCUMSTANCES MAY REQUIRE THE NEED FOR SPECIAL TYPES OF TOP OF MANHOLE CONFIGURATIONS SUCH AS FLAT TOP, ABOVE GROUND, ETC. AS DIRECTED BY THE VILLAGE OF HARTLAND. DETAILED PLANS OF ANY SPECIAL TOP OF MANHOLE CONFIGURATIONS AND ASSOCIATED COLLARS MUST BE APPROVED BY THE ENGINEER.
 3. IN UNPAVED AREAS, IT SHALL BE NECESSARY TO SET THE MANHOLE RIM APPROXIMATELY 6 INCHES ABOVE THE SURROUNDING AREA. INSTALL A 6 INCH THICK RING OF CONCRETE, TAPERED AT A 3:1 SLOPE, FROM THE TOP, OUTSIDE EDGE OF THE COLLAR TO THE EXISTING GROUND SURFACE.
 4. MANHOLE LIDS SHALL NOT BE LOCATED IN GUTTER PANS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
 5. ALL GRADE RING JOINTS ARE TO BE GROUTED WITH NON-SHRINK GROUT HAVING THE FOLLOWING CHARACTERISTICS: 3000 PSI MIN. COMPRESSIVE STRENGTH AT 28 DAYS, MIN. 6 SACKS OF CEMENT PER CUBIC YARD AND SLUMP AT 1 TO 4 INCHES. ALL MATERIAL SHALL CONFORM TO WISDOT STANDARD SPECIFICATIONS SECTION 501.
 6. ALL GRADE RINGS SHALL BE PORTLAND CEMENT CONCRETE. PVC GRADE RINGS ARE NOT ALLOWED.
 7. ALL ADJUSTING RINGS SHALL BE NEW AND SHALL BE REPLACED DOWN TO THE MANHOLE CHIMNEY.
 8. THE VILLAGE HAS 20 PREFABRICATED METAL PLATES THAT CONTRACTOR CAN USE TO COVER MANHOLE AFTER CASTING AND RINGS HAVE BEEN REMOVED. CONTACT PUBLIC WORKS AT 367-4750.

MANHOLE COLLAR

Cgdt-Manhole Collar 1 NO SCALE

Jan 13, 2020 5:05pm PLOTTED BY:AKRUEGER SAVED BY:AKRUEGER
 IMAGES:RM SQUARE Full Color-Print, EC-01:RMGraphic, RMGraphic, CC-00:PK,00, Cgdt-Typical Section-01, Cgdt-Manhole Collar, Z-011-SAN-01-Precast Manhole-File No 12, SAN-MH-07, EC-DITCH-07, GCESD, 201803, Village of Hartland 100% Sanitary Sewer Construction Details.dwg

SECTION(S): 35 SW
 RANGE: 18E
 TOWN: 8N

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SUNNSLOPE DRIVE UTILITY IMPROVEMENTS
 CONSTRUCTION DETAILS
 VILLAGE OF HARTLAND
 WAUKESHA COUNTY, WISCONSIN

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 CHECKED BY: KRW
 DATE: JANUARY 2020
 FILE NO. 09-10043.200

BID SET
 SHEET NO. DT-03
 www.ruekertmielke.com

Wolverine Sealcoating LLC

3235 County Farm Rd
Jackson, MI 49201

Invoice

Date	Invoice #
5/25/2020	11864

Bill To

Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

517-962-4261 Office
517-513-8065 Fax
www.sales@wolverineseal.com.com

P.O. No.	Terms	Due Date	Account #	Project
		5/25/2020		
Description		Qty	Rate	Amount
Village wide Crack Sealing Engineer Project Number 09-10051.300 To be completed by may29th 2020		47,200	1.07	50,504.00

ENGINEER COMMENTS:

WOLVERINE SEALCOATING HAS SUCCESSFULLY COMPLETED THE 2020 CRACK SEALING PROGRAM. WORK WAS COMPLETED TO OUR SATISFACTION VIA SUPERVISION BY R&M INSPECTOR, STEVE PEASE.

WOLVERINE COMPLETED THE SPECIFIED ROADWAYS FOR THIS YEAR AND HAD MATERIAL IN THE CONTRACT LEFTOVER. WOLVERINE WAS GIVEN THE OPTION TO COMPLETE MORE ROADWAYS UP TO THE CONTRACT PRICE OF \$55,000, BUT DECLINED. R&M RECOMMENDS PAYMENT TO WOLVERINE SEALCOATING, LLC IN THE AMOUNT OF \$50,504.00.

Total	\$50,504.00
Payments/Credits	\$0.00
Balance Due	\$50,504.00



PETER W. GESCH

05/26/2020



**Village of Hartland
Administration**

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

Committee: Village Board	Date: 6-1-2020
Village Board Item Number: 7	Date: 6-8-2020
Submitted By: Tim Rhode, Village Administrator	
Subject: Discussion and Consideration of Curbside Pickup Signs in Downtown.	
Details: The Village has coordinated with the BID district to select and designate "curbside pickup" signage due to the adjustment in dining preferences due to COVID-19. The nine businesses that are requesting curbside signage all voted in favor of this sign: Beer Snobs, Palmer's, Phoenix, Senor Tomas, Birch & Banyan, Endter's, Tabi's, Hometown Pharmacy, and Zesti	
	
The staff has created the attached maps in order to communicate/coordinate with each business owner for a specific time to be added to the sign. We anticipate most restaurants will be requesting 4PM-9PM designation. Staff will continue to work with the BID in coordinating these efforts.	
Financial Remarks: Sign cost and installation are estimated at less than \$500.	
Options & Alternatives: Options are endless. Village Staff could continue to use the current signage and DPW barricades.	
Executive Recommendation: Review and Discuss the proposed downtown sign plan. Village staff strongly recommend a review of the impact of parking and traffic flow after 90-120 days.	

Untitled Map

Write a description for your map.



Google Earth

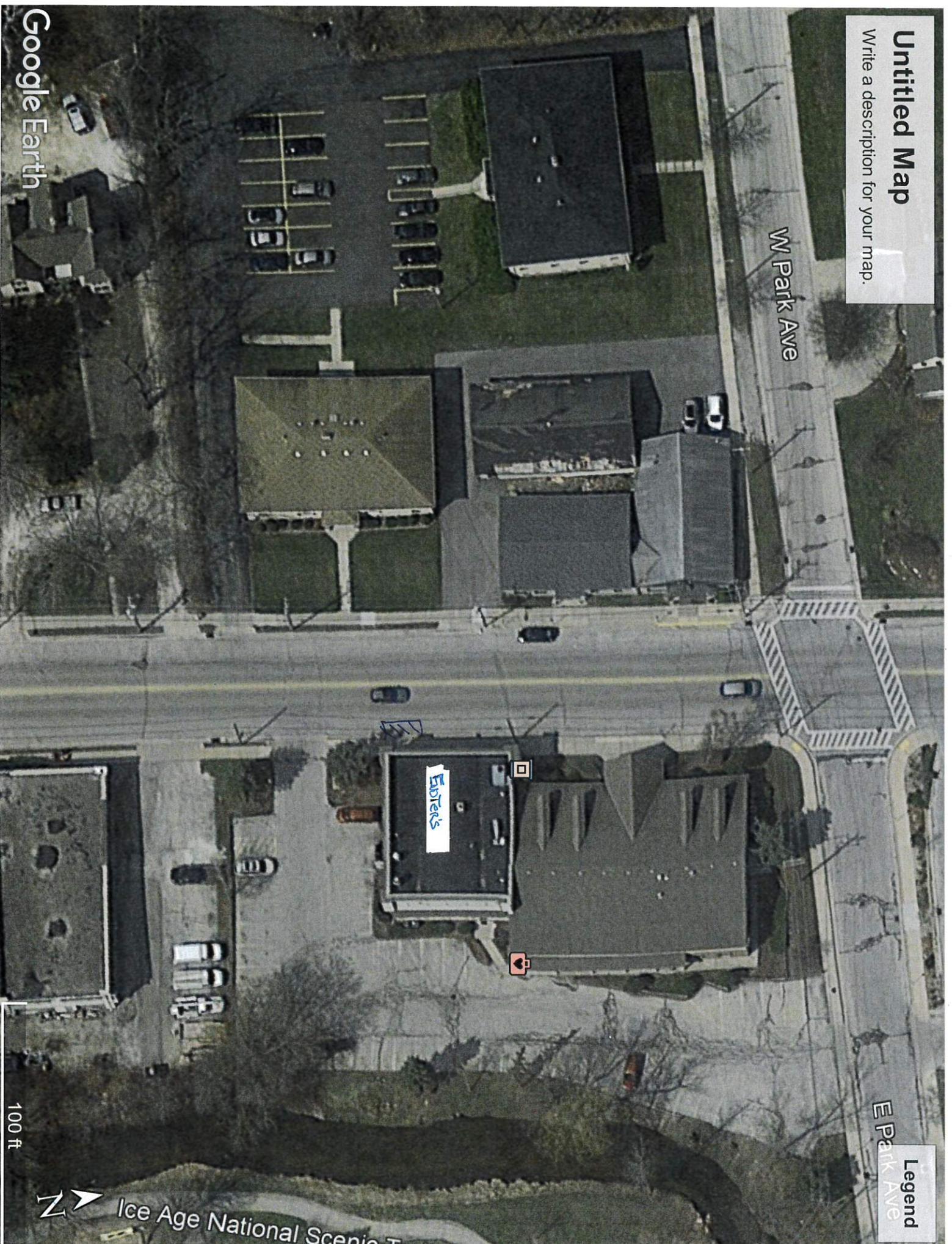
Legend

100 ft



Untitled Map

Write a description for your map.



Legend

E Park Ave

W Park Ave

Enderle's

Google Earth

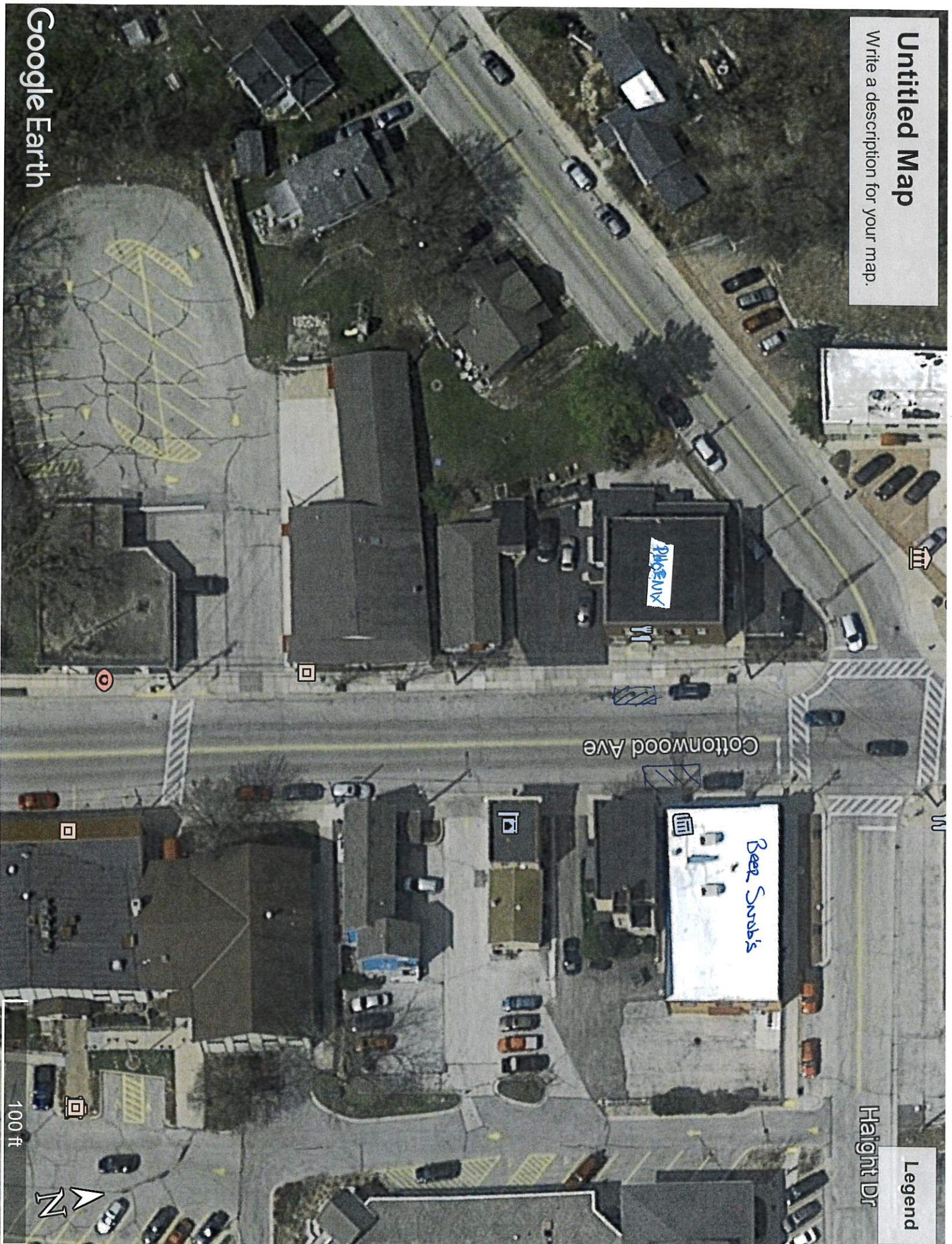


Ice Age National Scenic Trail

100 ft

Untitled Map

Write a description for your map.



Legend

Haight Dr

Cottonwood Ave

Beer Snobs

PHARMACY

Google Earth

100 ft

Untitled Map

Write a description for your map.



Google Earth

Legend

100 ft



MEMO

TO: Tim Rhode, Village Administrator
FROM: Michael D Gerszewski, Operations Supervisor
DATE: June 3, 2020
SUBJECT: Traffic Sign Request

As previously discussed, Lori Huntington the owner of Wild Petals Floral requested a restricted parking sign in front of 145 North Avenue. Lori and I had a follow up conversation regarding her hours of operation and acceptable sign wording. Her operating hours 8:00 am to 5:00 pm. She did inform me that at times her employees return from events as late as 12:00 am to unload. Lori also informed me that she is not allowed to use the park lot behind the building. Parking behind the building is for apartments tenants only. Lori would be happy with any help the Village could give her.

The sign on the utility pole (see attached picture) will be changed to 2 hour parking 8:00 am to 5:00 pm with a left arrow and 15 Min parking 8:00 am to 5:00 pm with a right arrow.

Please place this in the June 8, 2020 Village Board agenda for consideration and possible action.

cc: Darlene Igl, Village Clerk



MEMO

TO: Tim Rhode, Village Administrator
FROM: Dave Felkner, Utilities Supervisor
DATE: June 3, 2020
SUBJECT: Sunnyslope Drive Utility Improvements Contractor's Application for Payment

Musson Brothers Inc. is seeking payment for work completed on the Sunnyslope Drive utility project for the sum of \$201,160.08.

As you recall, we budgeted to replace the undersized sanitary sewer main, water main, which has many repairs on it, and majority of the storm sewer. The Village staff and Ruekert & Mielke are satisfied with the work so far on this project. We recommend payment to Musson Brothers Inc. in the sum of \$201,160.08. Musson completed half of the sewer main and are coming up to the half way point of the water main relay.

Please place this on the next Village Board agenda for consideration.

Cc: Darlene Igl, Village Clerk
Mike Gerszewski, Operations Supervisor
Ryan Bailey, Finance Director/Treasurer

Contractor's Application for Payment No. 3

Application Date: 6/1/2020	Application Period: 5/4 - 5/31	
To (Owner): Village of Hartland	From (Contractor): Musson Brothers, Inc.	Via (Engineer): Ruckert & Mielke, Inc.
Contact: Dave Felkner	Contact: Robert Draths	Contact: Peter W. Gesch
Project: Sunnyslope Drive Utility Improvements	Address: 1522 Pearl Street Waukesha, WI 53186	Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.:	Contractor's Project No.: 120505	Engineer's Project No.: 09-10043.300

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions (Enter as Positive Number)	
			1. ORIGINAL CONTRACT PRICE \$ 1,747,447.42
			2. Net change by Change Orders \$ -
			3. CURRENT CONTRACT PRICE (Line 1 + Line 2) \$ 1,747,447.42
			4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) \$ 450,144.95
			5. RETAINAGE:
			a. 5% X \$450,144.95 Work Completed \$ 22,507.25
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .. \$
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) \$ 427,637.70
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) \$ 226,477.62
			9. AMOUNT DUE THIS APPLICATION \$ 201,160.08
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

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

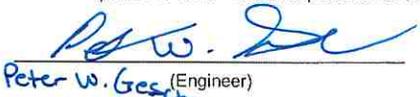
(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(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:  Date: 6/1/2020

Payment of: \$ 201,160.08
(Line 9 or other - attach explanation of the other amount)

Recommended by:  6/3/2020
Peter W. Gesch (Engineer) (Date)

Payment of: \$ 201,160.08
(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

For (Project): Sunnyslope Drive Utility Improvements							Application Date: 6/1/2020										
Application Period: 5/4/2020-5/31/2020							Owner's Contract No.: Engineer's Project No.: 09-10043.300										
A Item No.	B Description	C Unit	D Estimated Quantity	E Bid Unit Price	F Bid Item Value (\$)	G		H		I		J		K		L	
						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 (\$)
1	Mobilization (limited to maximum of 5% of Total Bid)	L.S.	1	\$33,688.31	\$ 33,688.31	0.29	\$ 9,625.23	0.14	\$ 4,812.62	0.43	\$ 14,437.85						
2	Traffic Control (Sunnyslope Drive & Detour)	L.S.	1	\$97,033.42	\$ 97,033.42	0.29	\$ 27,723.83	0.14	\$ 13,861.92	0.43	\$ 41,585.75						
3	Inlet Protection, Type D	EA.	32	\$135.00	\$ 4,320.00	28.00	\$ 3,780.00		\$ -	28.00	\$ 3,780.00						
4	Manufactured Permiter Control (Erosion Logs)	L.F.	50	\$10.00	\$ 500.00	125.00	\$ 1,250.00		\$ -	125.00	\$ 1,250.00						
5	Sawcutting	L.F.	165	\$3.00	\$ 495.00		\$ -		\$ -		\$ -						
6	Remove Existing Asphalt (Rae Drive Intersection)	S.Y.	155	\$9.72	\$ 1,506.60		\$ -		\$ -		\$ -						
7	2-Inch Surface Mill (Merton Ave Intersection)	S.Y.	400	\$14.65	\$ 5,860.00		\$ -		\$ -		\$ -						
8	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	1050	\$45.73	\$ 48,016.50		\$ -		\$ -		\$ -						
9	4-Inch Concrete Sidewalk Remove & Replace	S.F.	1100	\$12.26	\$ 13,486.00		\$ -		\$ -		\$ -						
10	3-Inch Asphalt Driveway Remove & Replace	S.Y.	150	\$45.20	\$ 6,780.00		\$ -		\$ -		\$ -						
11	6-Inch Concrete Driveway Remove & Replace	S.Y.	275	\$19.07	\$ 5,244.25		\$ -		\$ -		\$ -						
12	Sanitary Sewer, 12-Inch w/ Granular Backfill	L.F.	2220	\$124.48	\$ 276,345.60	1,035.00	\$ 128,836.80		\$ -	1,035.00	\$ 128,836.80						
13	Sanitary Sewer, 12-Inch w/ Slurry Backfill	L.F.	145	\$184.75	\$ 26,788.75		\$ -		\$ -		\$ -						
14	Sanitary Sewer, 8-Inch w/ Granular Backfill	L.F.	70	\$192.47	\$ 13,472.90		\$ -		\$ -		\$ -						
15	Sanitary Sewer, 6-Inch Lateral w/ Granular Backfill	L.F.	340	\$182.95	\$ 62,203.00	29.00	\$ 5,305.55	111.00	\$ 20,307.45	140.00	\$ 25,613.00						
16	Sanitary Sewer, 4-Inch Lateral w/ Granular Backfill	L.F.	140	\$180.26	\$ 25,236.40		\$ -		\$ -		\$ -						
17	Sanitary Manhole, 48-Inch	V.F.	119.6	\$420.73	\$ 50,319.31	90.91	\$ 38,248.56	10.00	\$ 4,207.30	100.91	\$ 42,455.86						
18	Sanitary Manhole, 48-inch w/ Slurry Backfill	V.F.	31.4	\$566.84	\$ 17,798.78		\$ -		\$ -		\$ -						
19	Sanitary Manhole, Outside Drop, 48-inch	V.F.	29.3	\$611.11	\$ 17,905.52		\$ -		\$ -		\$ -						
20	Sanitary Manhole, Outside Drop, 48-Inch w/ Slurry Backfill	V.F.	16.5	\$854.20	\$ 14,094.30		\$ -		\$ -		\$ -						
21	Sanitary Sewer Bypass Pumping	L.S.	1	\$6,517.54	\$ 6,517.54	0.20	\$ 1,303.51		\$ -	0.20	\$ 1,303.51						
22	Connect to Existing Water Mains (Rae Drive and Merton Ave)	EA.	2	\$5,984.42	\$ 11,968.84		\$ -	1.00	\$ 5,984.42	1.00	\$ 11,968.84						
23	Water Main, 12-Inch w/ Slurry Backfill	L.F.	5	\$681.30	\$ 3,406.50		\$ -		\$ -		\$ -						
24	Water Main, 8-Inch w/ Granular Backfill	L.F.	2240	\$95.50	\$ 213,920.00		\$ -	1,105.00	\$ 105,527.50	1,105.00	\$ 105,527.50						
25	Water Main, 8-Inch w/ Slurry Backfill	L.F.	40	\$148.95	\$ 5,958.00		\$ -		\$ -		\$ -						
26	Water Main Valves, 12-Inch Gate w/ Slurry Backfill	EA.	1	\$5,390.29	\$ 5,390.29		\$ -		\$ -		\$ -						
27	Water Main Valves, 8-Inch Gate w/ Slurry Backfill	EA.	1	\$3,348.22	\$ 3,348.22		\$ -		\$ -		\$ -						
28	Water Main Valves, 8-Inch Gate	EA.	10	\$2,007.34	\$ 20,073.40		\$ -	4.00	\$ 8,029.36	4.00	\$ 8,029.36						
29	Hydrant Lead, 6-Inch w/ Granular Backfill	L.F.	70	\$137.24	\$ 9,606.80		\$ -	10.00	\$ 1,372.40	10.00	\$ 1,372.40						
30	Hydrant Assembly & Valve	EA.	5	\$6,579.79	\$ 32,898.95		\$ -	1.00	\$ 6,579.79	1.00	\$ 6,579.79						
31	Water Service, 6-Inch w/ Granular Backfill	L.F.	340	\$173.18	\$ 58,881.20		\$ -	28.00	\$ 4,849.04	28.00	\$ 4,849.04						
32	Water Service Valve, 6-Inch Gate	EA.	12	\$1,525.80	\$ 18,309.60		\$ -	1.00	\$ 1,525.80	1.00	\$ 1,525.80						
33	Water Service, 1 1/2-Inch w/ Granular Backfill	L.F.	205	\$101.40	\$ 20,787.00		\$ -		\$ -		\$ -						
34	1 1/2-Inch Tap, Saddle and Corporation Valve	EA.	7	\$1,193.04	\$ 8,351.28		\$ -		\$ -		\$ -						
35	1 1/2-Inch Curb Valve & Valve Box	EA.	7	\$839.40	\$ 5,875.80		\$ -		\$ -		\$ -						
36	Pipe Insulation	L.F.	200	\$11.27	\$ 2,254.00		\$ -		\$ -		\$ -						
37	Storm Sewer, 15-Inch RCP w/ Granular Backfill	L.F.	1970	\$63.94	\$ 125,961.80		\$ -		\$ -		\$ -						
38	Storm Sewer, 12-Inch RCP w/ Granular Backfill	L.F.	130	\$92.06	\$ 11,967.80		\$ -		\$ -		\$ -						
39	Storm Sewer RCP End Section, 12-Inch	EA.	1	\$710.25	\$ 710.25		\$ -		\$ -		\$ -						
40	Storm Sewer Catch Basin Structure w/ Frame & Grate	EA.	12	\$2,097.66	\$ 25,171.92		\$ -		\$ -		\$ -						
41	Storm Manhole, 48-Inch	EA.	8	\$2,499.22	\$ 19,993.76		\$ -		\$ -		\$ -						
42	Storm Manhole, 96-Inch	EA.	1	\$6,397.39	\$ 6,397.39		\$ -		\$ -		\$ -						
43	Storm Inlet/Manhole, 48-Inch, w/ Frame & Grate	EA.	3	\$2,453.09	\$ 7,359.27		\$ -		\$ -		\$ -						
44	Medium Rip-Rap	C.Y.	10	\$94.91	\$ 949.10		\$ -		\$ -		\$ -						
45	Excavation Below Subgrade (If Needed)	C.Y.	220	\$19.03	\$ 4,186.60		\$ -		\$ -		\$ -						
46	Geotextile Fabric (If Needed)	S.Y.	650	\$2.84	\$ 1,846.00		\$ -		\$ -		\$ -						

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3

For (Project): Sunnyslope Drive Utility Improvements						Application Date: 6/1/2020											
Application Period: 5/4/2020-5/31/2020						Owner's Contract No.: Engineer's Project No.: 09-10043.300											
A Item No.	B Description	C Unit	D Estimated Quantity	E Bid Unit Price	F Bid Item Value (\$)	G		H		I		J		K		L	
						Work Completed Previously	Work Completed This Period	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 (\$)		
47	Excavation Below Subgrade Backfill (If Needed)	TON	440	\$21.22	\$ 9,336.80			\$ -		\$ -			\$ -				\$ -
48	1-1/4 Inch Base Course Crushed Limestone TB (Lower 6-Inches)	TON	2750	\$15.44	\$ 42,460.00			\$ -		\$ -			\$ -				\$ -
49	3/4 Inch Base Course Crushed Limestone TB (Upper 6-Inches)	TON	2250	\$15.44	\$ 34,740.00			\$ -		\$ -			\$ -				\$ -
50	4-Inch Asphalt Trench Patch (Merton Ave Intersection)	TON	35	\$216.50	\$ 7,577.50			\$ -		\$ -			\$ -				\$ -
51	2-Inch Asphalt Surface Overlay (Merton Ave Intersection)	TON	65	\$110.00	\$ 7,150.00			\$ -		\$ -			\$ -				\$ -
52	3-Inch Asphalt Binder Course	TON	1125	\$62.50	\$ 70,312.50			\$ -		\$ -			\$ -				\$ -
53	2-Inch Asphalt Surface Course	TON	750	\$66.25	\$ 49,687.50			\$ -		\$ -			\$ -				\$ -
54	Adjust Valve Box	EA.	4	\$133.58	\$ 534.32			\$ -		\$ -			\$ -				\$ -
55	Epoxy Striping - 18-Inch Stop Bar - White	L.F.	30	\$15.00	\$ 450.00			\$ -		\$ -			\$ -				\$ -
56	Epoxy Striping - 6-Inch White Cross Walk	L.F.	150	\$12.00	\$ 1,800.00			\$ -		\$ -			\$ -				\$ -
57	Epoxy Striping - 4-Inch Yellow	L.F.	75	\$5.00	\$ 375.00			\$ -		\$ -			\$ -				\$ -
58	Epoxy Striping - 4-Inch Fog Line - White	L.F.	180	\$5.00	\$ 900.00			\$ -		\$ -			\$ -				\$ -
59	Restoration - Topsoil & Sod	S.Y.	1,000	\$17.55	\$ 17,550.00			\$ -		\$ -			\$ -				\$ -
TOTAL OF ALL ESTIMATED PRICES UTILITY AND ROADWAY IMPROVEMENTS SUNNYSLOPE DRIVE (ITEMS 1-59)						\$ 1,596,059.57		\$ 216,073.48		\$ 177,057.60		\$ 393,131.08					
MISCELLANEOUS SANITARY SEWER REPAIRS - VARIOUS LOCATIONS																	
60	Adjust Sanitary Manhole Frame	EA.	3	\$302.04	\$ 906.12			\$ -		2.00	\$ 604.08	2.00	\$ 604.08				\$ 604.08
61	Repair Sanitary Manhole - Slurry Backfill	V.F.	7.9	\$869.21	\$ 6,866.76			\$ -		7.44	\$ 6,466.92	7.44	\$ 6,466.92				\$ 6,466.92
62	Replace Additional Adjusting Rings - Manhole	V.F.	2	\$1,272.17	\$ 2,544.34			\$ -			\$ -		\$ -				\$ -
63	8-Inch Sanitary Sewer Spot Repair	L.F.	24	\$451.94	\$ 10,846.56			30.00	\$ 13,558.20		\$ -	30.00	\$ 13,558.20				\$ 13,558.20
64	Crushed Aggregate Base Course	TON	25	\$38.06	\$ 951.50			20.71	\$ 788.22		\$ -	20.71	\$ 788.22				\$ 788.22
65	3.5-Inch Asphalt Pavement Patch	TON	15	\$360.00	\$ 5,400.00			22.16	\$ 7,977.60		\$ -	22.16	\$ 7,977.60				\$ 7,977.60
TOTAL OF ALL ESTIMATED PRICES MISCELLANEOUS SANITARY SEWER REPAIRS-VARIOUS LOCATIONS (ITEMS 60-65)						\$ 27,515.28		\$ 22,324.02		\$ 7,071.00		\$ 29,395.02					
MISCELLANEOUS STORM SEWER CATCH BASIN REPAIRS - VARIOUS LOCATIONS																	
66	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	90	\$58.85	\$ 5,296.50			\$ -			\$ -		\$ -				\$ -
67	Remove & Replace Storm Catch Basin	EA.	3	\$3,338.45	\$ 10,015.35			\$ -		2.00	\$ 6,676.90	2.00	\$ 6,676.90				\$ 6,676.90
68	Repair Storm Catch Basin - Slurry Backfill	V.F.	4.5	\$1,702.37	\$ 7,660.67			\$ -		4.50	\$ 7,660.67	4.50	\$ 7,660.67				\$ 7,660.67
69	Adjust Inlet Frame	EA.	1	\$1,009.90	\$ 1,009.90			\$ -		1.00	\$ 1,009.90	1.00	\$ 1,009.90				\$ 1,009.90
70	Replace Additional Adjusting Rings - Inlet	V.F.	1	\$3,029.70	\$ 3,029.70			\$ -			\$ -		\$ -				\$ -
71	Crushed Aggregate Base Course	TON	10	\$53.50	\$ 535.00			\$ -			\$ -		\$ -				\$ -
72	3.5-Inch Asphalt Pavement Patch	TON	5	\$360.00	\$ 1,800.00			\$ -			\$ -		\$ -				\$ -
73	Restoration - Topsoil and Sod	S.Y.	50	\$58.00	\$ 2,900.00			\$ -			\$ -		\$ -				\$ -
TOTAL OF ALL ESTIMATED PRICES MISCELLANEOUS STORM SEWER CATCH BASIN REPAIRS-VARIOUS LOCATIONS (ITEMS 66-73)						\$ 32,247.12		\$ -		\$ 15,347.47		\$ 15,347.47					
MISCELLANEOUS STORM SEWER REPAIRS - VARIOUS LOCATIONS																	
74	Adjust Storm Manhole Frame	EA.	1	\$1,009.90	\$ 1,009.90			\$ -		1.00	\$ 1,009.90	1.00	\$ 1,009.90				\$ 1,009.90
75	Repair Storm Manhole - Slurry Backfill	V.F.	9.4	\$989.58	\$ 9,302.05			\$ -		4.56	\$ 4,512.48	4.56	\$ 4,512.48				\$ 4,512.48
76	Replace Additional Adjusting Rings - Manhole	V.F.	2	\$4,838.16	\$ 9,676.32			\$ -			\$ -		\$ -				\$ -
77	Crushed Aggregate Base Course	TON	10	\$53.50	\$ 535.00			\$ -			\$ -		\$ -				\$ -
78	3.5-Inch Asphalt Pavement Patch	TON	10	\$360.00	\$ 3,600.00			\$ -			\$ -		\$ -				\$ -
TOTAL OF ALL ESTIMATED PRICES MISCELLANEOUS STORM SEWER REPAIRS - VARIOUS LOCATIONS (ITEMS 74-78)						\$ 24,123.27		\$ -		\$ 5,522.38		\$ 5,522.38					
MISCELLANEOUS HYDRANT REPAIRS - VARIOUS LOCATIONS																	
79	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	30	\$88.85	\$ 2,665.50			\$ -			\$ -		\$ -				\$ -
80	Hydrant Assembly Remove & Replace - Slurry Backfill.	EA.	3	\$8,856.56	\$ 26,569.68			\$ -			\$ -		\$ -				\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3

For (Project): Sunnyslope Drive Utility Improvements						Application Date: 6/1/2020					
Application Period: 5/4/2020-5/31/2020						Owner's Contract No.: Engineer's Project No.: 09-10043.300					
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 (\$)
81	Crushed Aggregate Base Course	TON	10	\$15.44	\$ 154.40		\$ -		\$ -		\$ -
82	3.5-Inch Asphalt Pavement Patch	TON	10	\$360.00	\$ 3,600.00		\$ -		\$ -		\$ -
83	Restoration - Topsoil and Sod	S.Y.	35	\$58.00	\$ 2,030.00		\$ -		\$ -		\$ -
TOTAL OF ALL ESTIMATED MISCELLANEOUS HYDRANT REPAIRS - VARIOUS LOCATIONS (ITEMS 79-83)					\$ 35,019.58		\$ -		\$ -		\$ -
MISCELLANEOUS WATER VALVE REPAIRS - VARIOUS LOCATIONS											
84	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	10	\$128.85	\$ 1,288.50		\$ -		\$ -		\$ -
85	6-Inch Water Main Valve Remove & Replace - Slurry Backfill	EA.	1	\$5,765.45	\$ 5,765.45		\$ -		\$ -		\$ -
86	8-Inch Water Main Valve Remove & Replace - Slurry Backfill	EA.	1	\$6,504.65	\$ 6,504.65		\$ -		\$ -		\$ -
87	12-Inch Water Main Valve Remove & Replace - Slurry Backfill	EA.	1	\$8,680.01	\$ 8,680.01		\$ -		\$ -		\$ -
88	Crushed Aggregate Base Course	TON	10	\$53.50	\$ 535.00		\$ -		\$ -		\$ -
89	3.5-Inch Asphalt Pavement Patch	TON	5	\$360.00	\$ 1,800.00		\$ -		\$ -		\$ -
90	Restoration - Topsoil and Sod	S.Y.	20	\$58.00	\$ 1,160.00		\$ -		\$ -		\$ -
TOTAL OF ALL ESTIMATED MISCELLANEOUS WATER VALVE REPAIRS - VARIOUS LOCATIONS (ITEMS 84-90)					\$ 25,733.61		\$ -		\$ -		\$ -
COMMON TO ALL MISCELLANEOUS UTILITY REPAIRS - VARIOUS LOCATIONS											
91	Traffic Control, Signage & Barricades -Misc. Locations	L.S.	1	\$1,749.00	\$ 1,749.00		\$ -	1.00	\$ 1,749.00	1.00	\$ 1,749.00
92	Erosion Control - Misc. Locations	L.S.	1	\$5,000.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
TOTAL OF ALL ESTIMATED COMMON TO ALL MISCELLANEOUS UTILITY REPAIRS - VARIOUS LOCATIONS (ITEMS 91-92)					\$ 6,749.00		\$ -		\$ 6,749.00		\$ 6,749.00
ADDITIONAL ITEMS											
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
TOTAL ADDITIONAL ITEMS					\$ -		\$ -		\$ -		\$ -
TOTAL ALL ITEMS					\$ 1,747,447.43		\$ 238,397.50		\$ 211,747.45		\$ 450,144.95

MEMO

TO: Tim Rhode, Village Administrator
FROM: Dave Felkner, Utilities Supervisor
DATE: June 3, 2020
SUBJECT: E. Industrial Drive & Progress Drive Bioretention Project

On Tuesday, June 2, bids were opened for the E. Industrial Drive & Progress Drive Bioretention storm sewer project. A total three (3) bids were received. The low bidder was Soper Grading & Excavating, LLC. The budgeted price for this project was \$465,000. Soper Grading & Excavating came in at \$316,250. The Village of Hartland received a \$150,000 grant from the DNR.

The E. Industrial Drive & Progress Drive Bio-retention project will consist of re-ditching on Industrial Drive and Progress Drive. There will also be an addition to the storm structures on Progress Drive.

There will be a pre-con meeting to set up the time frame for this project.

Please place this on the next Village Board agenda for consideration.

Cc: Darlene Igl, Village Clerk
Mike Gerszewski, Operations Supervisor
Ryan Bailey, Finance Director/Treasurer

June 2, 2020

Mr. Tim Rhode
Village Administrator
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

RE: E. Industrial Drive & Progress Drive Bioretention

Dear Mr. Rhode:

Bids for the above project were opened on June 2, 2020 at 10:00 at the Village Hall and were as follows:

	BIDDER	BASE BID
1.	<u>Soper Grading & Excavating, LLC</u>	<u>\$316,250.00</u>
2.	<u>All-Ways Contractors, Inc.</u>	<u>\$358,878.00</u>
3.	<u>Advance Construction, Inc.</u>	<u>\$382,073.00</u>

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors.
3. Low bidder has successfully completed similar projects over the last several years.

On these bases, we recommend that Soper Grading & Excavating, LLC. be awarded the E. Industrial Drive & Progress Drive Bioretention contract, in the amount of \$316,250.00. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After Board approval has been received, please have the appropriate official sign where indicated and forward all three signed copies of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until August 2, 2020, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
pgesch@ruekert-mielke.com

Mr. Tim Rhode
Village of Hartland
June 2, 2020
Page 2

PWG:pwg

Encl: Notice of Award
Bid Tabulation

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

NOTICE OF AWARD

Date of Issuance: _____

Contract: E. Industrial Dr. & Progress Dr. Bioretention	Owner:	Village of Hartland
Bidder: Soper Grading & Excavating, LLC.	Engineer:	Ruekert & Mielke, Inc.
Address: 139 E. Packer Avenue Oshkosh, WI 54901	Engineer's Project No.:	09-10036.200

TO BIDDER:

You are notified that your Bid dated June 2, 2020 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

E. Industrial Drive & Progress Drive Bioretention Project

The Contract Price of your Contract is: \$ 316,250.00

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Two (2) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer one (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Bid security as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner: VILLAGE OF HARTLAND

By: _____
Authorized Signature

Title: _____

Date: _____

Copy: Engineer

COST COMPARISON OF BIDDERS

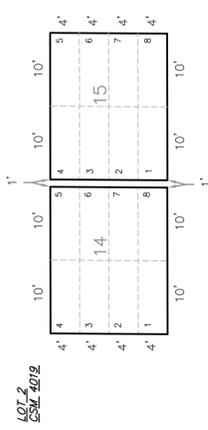
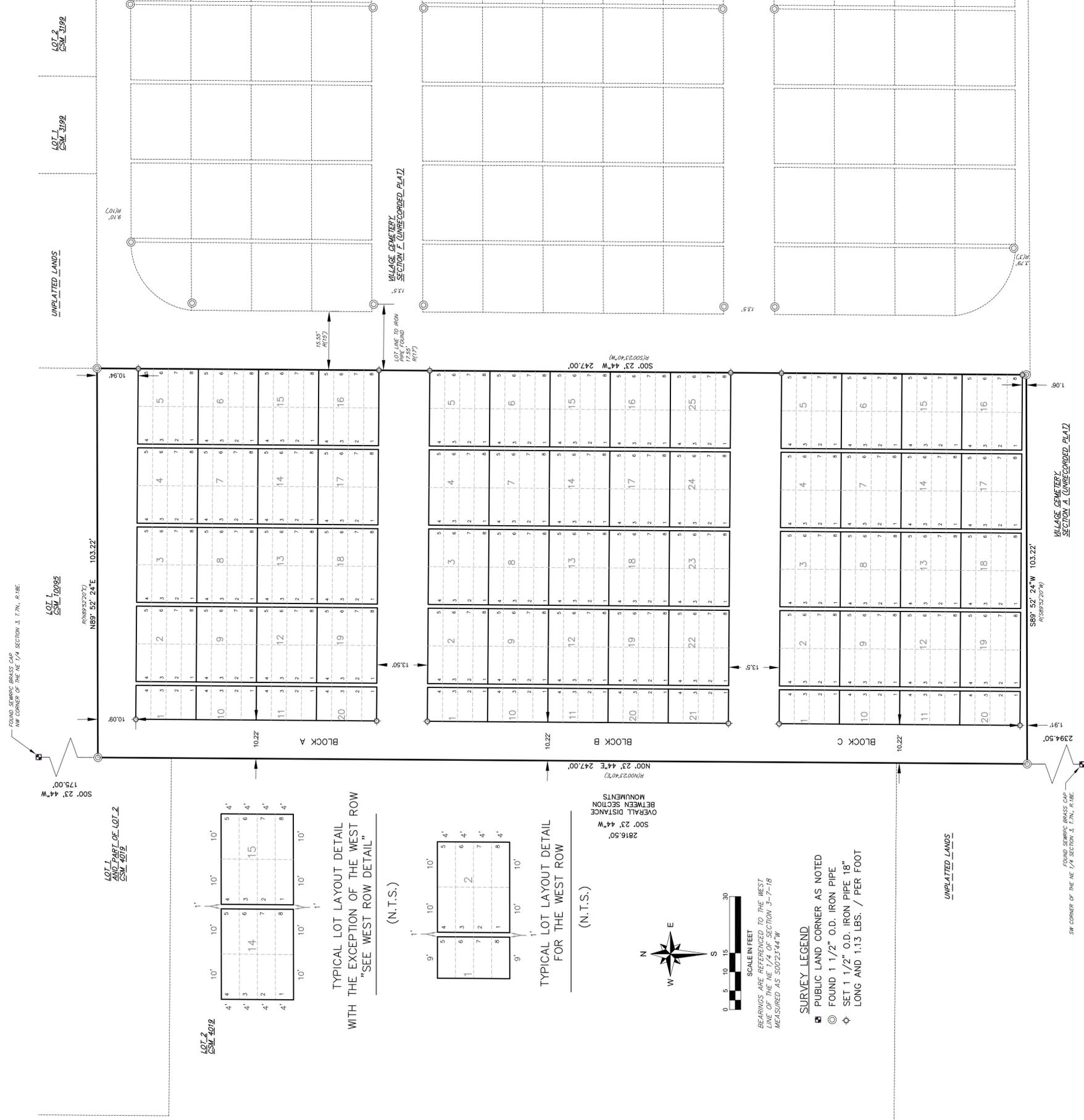
OWNER: Village of Hartland
PROJECT: E. Industrial Drive & Progress Drive Bioretention
BID OPENING DATE: June 2, 2020

BASE BID				Soper Grading & Excavating, LLC		All-Ways Contractors, Inc.		Advance Construction, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Mobilization (limited to maximum 5% of total bid)	L.S.	1	\$12,000.00	\$12,000.00	\$6,375.00	\$6,375.00	\$18,800.00	\$18,800.00
2	Traffic Control, Signage and Barricades	L.S.	1	\$5,000.00	\$5,000.00	\$2,150.00	\$2,150.00	\$5,000.00	\$5,000.00
3	Inlet Protection, Type D	EA.	52	\$100.00	\$5,200.00	\$125.00	\$6,500.00	\$125.00	\$6,500.00
4	Manufactured Ditch Check	L.F.	300	\$6.00	\$1,800.00	\$7.50	\$2,250.00	\$10.00	\$3,000.00
5	Sawcutting	L.F.	1,200	\$2.50	\$3,000.00	\$2.00	\$2,400.00 *	\$3.50	\$4,200.00
6	Tree Removal (If Necessary)	I.D.	24	\$60.00	\$1,440.00	\$200.00	\$4,800.00	\$40.00	\$960.00
7	Remove & Replace Concrete Curb & Gutter	L.F.	125	\$50.00	\$6,250.00	\$59.60	\$7,450.00	\$69.00	\$8,625.00
8	Construct Concrete Curb Flume	EA.	6	\$410.00	\$2,460.00	\$850.00	\$5,100.00	\$190.00	\$1,140.00
9	Ditch Excavation (Approx. 700 C.Y.)	L.S.	1	\$54,000.00	\$54,000.00	\$95,460.00	\$95,460.00	\$70,000.00	\$70,000.00
10	Relocate Existing Inlet Structure	EA.	1	\$2,000.00	\$2,000.00	\$3,780.00	\$3,780.00	\$2,200.00	\$2,200.00
11	Raise Existing Inlet Structure Grate	V.F.	7	\$800.00	\$5,600.00	\$820.00	\$5,740.00	\$1,000.00	\$7,000.00
12	24-Inch RCP Yard Drain w/ Neenah R-4030-24 Grate	EA.	10	\$1,650.00	\$16,500.00	\$2,980.00	\$29,800.00	\$2,000.00	\$20,000.00
13	30-Inch RCP Yard Drain w/ Neenah R-4030-30 Grate	EA.	5	\$1,850.00	\$9,250.00	\$3,230.00	\$16,150.00	\$2,100.00	\$10,500.00
14	15-Inch RCP Storm Sewer Replacement	L.F.	100	\$120.00	\$12,000.00	\$123.00	\$12,300.00	\$132.00	\$13,200.00
15	8-Inch PVC C900 Sewer Pipe	L.F.	775	\$60.00	\$46,500.00	\$58.40	\$45,260.00	\$100.00	\$77,500.00
16	4-Inch Perforated Underdrain w/ Sock	L.F.	210	\$40.00	\$8,400.00	\$65.80	\$13,818.00	\$100.00	\$21,000.00
17	Remove and Replace 4-Inch Asphalt	S.Y.	1,250	\$48.00	\$60,000.00	\$32.40	\$40,500.00	\$47.58	\$59,475.00
18	Crushed Aggregate Base Course	TON	950	\$16.00	\$15,200.00	\$23.60	\$22,420.00	\$15.60	\$14,820.00
19	Pipe Insulation	L.F.	150	\$40.00	\$6,000.00	\$4.00	\$600.00	\$8.00	\$1,200.00
20	Relocate Mailbox (If Necessary)	EA.	10	\$200.00	\$2,000.00	\$175.00	\$1,750.00	\$300.00	\$3,000.00
21	Restoration - Topsoil, Seed, Erosion Mat	S.Y.	4,000	\$8.00	\$32,000.00	\$6.25	\$25,000.00	\$6.25	\$25,000.00
22	8-Inch CMP End Section	EA.	1	\$600.00	\$600.00	\$175.00	\$175.00	\$203.00	\$203.00
23	Remove Existing Inlet Structure	EA.	1	\$550.00	\$550.00	\$750.00	\$750.00	\$500.00	\$500.00
24	Medium Rip-Rap	TON	10	\$100.00	\$1,000.00	\$85.00	\$850.00	\$75.00	\$750.00
25	Allowance for compaction testing (as requested)	L.S.	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
TOTAL OF ALL BID PRICES (ITEMS 1-25)					\$316,250.00		\$358,878.00 *		\$382,073.00

*Error on All-Ways Contractors, Inc. Bid Price for Item No. 5: Their Bid Price shows \$2,500.00; actual Price is \$2,400.00. Resulting in a Total of All Bid Prices of \$358,878.00 instead of Contractor's Total of \$358,978.00.

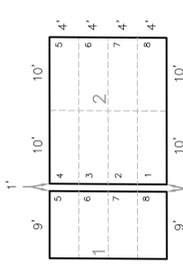
VILLAGE CEMETERY SECTION "G"

BEING LOT 2 OF CERTIFIED SURVEY MAP 10095, LOCATED IN THE NORTHWEST ONE-QUARTER, NORTHEAST ONE-QUARTER, OF SECTION 3,
TOWNSHIP 07 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.



TYPICAL LOT LAYOUT DETAIL
WITH THE EXCEPTION OF THE WEST ROW
"SEE WEST ROW DETAIL"

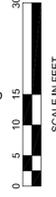
(N.T.S.)



TYPICAL LOT LAYOUT DETAIL
FOR THE WEST ROW

(N.T.S.)

OVERALL DISTANCE
BETWEEN MONUMENTS
S00° 23' 44"W
2816.50'
N00° 23' 44"E 247.00'



BEARINGS ARE REFERENCED TO THE WEST
LINE OF THE NE 1/4 OF SECTION 3--7--18
MEASURED AS S00°23'44\"/>

SURVEY LEGEND

- ▣ PUBLIC LAND CORNER AS NOTED
- ⊙ FOUND 1 1/2" O.D. IRON PIPE
- ⊕ SET 1 1/2" O.D. IRON PIPE 18" LONG AND 1.13 LBS. / PER FOOT

UNPLATTED LANDS

SURVEYOR'S CERTIFICATE:
I, Chris Ruetten, Ruetten & Mielke, Inc., Professional Land Surveyor, do hereby certify that at the direction of the Village of Hartland Cemetery Commission, that I have surveyed, divided and mapped Lot 2, Certified Survey Map No. 10095 recorded in the Waukesha County Register of Deeds as Document No. 3323181, being in part of the Northwest 1/4 of the Northeast 1/4 of Section 03, Town 07 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at Northwest corner of the aforesaid Northeast 1/4 of Section 3; thence S00°23'44"W along the West line of said Northeast 1/4 of Section 3, 175.00 feet to the point of beginning; thence N89°52'24"E along the North line of Lot 2 Certified Survey Map No. 10095, 103.22 feet; thence S00°23'44"W along the East line of said Lot 2, 247.00 feet; thence S89°52'24"W, along the South line of said Lot 2, 103.22 feet; thence N00°23'44"E along the West line of said Lot 2, 247.00 feet to the point of beginning. Containing 0.09 acres (25,496 Sq. Ft.) more or less of land, subject to covenants, conditions, restrictions and easements of record.

That I have made this survey, land division and map by the direction of the Village of Hartland Cemetery Commission.

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

That I have fully complied with the provisions of Chapter 157.07 or the Wisconsin Statutes in surveying, dividing and mapping of same.

Dated this 20th day of May, 2020

Chris Ruetten, P.L.S. 2942

VILLAGE OF HARTLAND CEMETERY COMMISSION CERTIFICATE OF DEDICATION:

Per Village Ordinance, the Village Board is now the acting Cemetery Commission. As duly appointed custodians, we hereby certify that said Village of Hartland Cemetery Commission, caused the lands on this map to be surveyed, divided, mapped, and dedicated as represented.

WITNESS the hands of said custodians this _____ day of _____, 2020.

Jeffrey Pfannerstlil, Village President/Custodian

Darlene Igl, Village Clerk/Custodian

STATE OF WISCONSIN }
COUNTY OF WAUKESHA }

Personally came before me this _____ day of _____, 2020.

the above named Jeffrey Pfannerstlil, and Darlene Igl, Custodians for the Village of Hartland Cemetery Commission, do hereby certify that the foregoing instrument as duly appointed custodians of the Village of Hartland Cemetery Commission, and acknowledged the same.

Notary Public _____

County, Wisconsin.

My commission expires _____

WAUKESHA COUNTY BOARD APPROVAL:

The above cemetery plot of Village Cemetery, Section "G", located in the Village of Hartland, Waukesha County, Wisconsin is hereby approved by the County Board of Waukesha County, Wisconsin this _____ day of _____, 2020.

Paul Becker, Waukesha County Board Chair

Meg Martimon, Waukesha County Clerk

VILLAGE BOARD APPROVAL:

The above cemetery plot of Village Cemetery, Section "G", is hereby approved by the Village of Hartland this _____ day of _____, 2020.

Jeffrey Pfannerstlil, Village President

Darlene Igl, Village Clerk

Proposal
by and between
Tactical Athlete Health & Performance Institute (“TAHPI”)
and Village of Hartland (“Client”)

Dated: March 12, 2020



Introduction. TAHPI is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. TAHPI’s innovative solutions will add value to the job for Client’s employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. TAHPI’s research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that TAHPI brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client’s employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

Specific Aims/Milestones.

TAHPI will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The TAHPI team will work with Client to:

1. Establish and implement a network-based system for management of the treatment orthopedic injury. Achieving this milestone will involve:
 - a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in Wisconsin;
 - b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
 - c. Implementation of TAHPI software for current employees; and
 - d. Access to the TAHPI Network will be allowed for Client’s employees, current and future retired employees, and their immediate family members.
2. Development of outcome metrics. Achieving this milestone will involve:
 - a. TAHPI will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on “backfill”, participation in healthy initiatives); and
 - b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost benefits of the collective and individual programs (such models and algorithms may require

three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

Implementation Timeline. Access to the TAHPI Provider Network and advocacy services shall commence on or around February 1st, 2020 with an initial one (1) month build-out. Training and development shall commence on or around February 1, 2020.

Fees.

Initial Term. Total Fees due and payable for the Services performed during the initial term of April 1, 2020 to March 31, 2021 will be Seven Thousand Six Hundred Fifty Dollars (\$7,650), payable as follows:

- (a) 30% for the first annual period of the Initial Term (April 1, 2020 through March 31, 2021) are Two-Thousand Two Hundred Ninety-Five Dollars (\$2,295), due and payable upon execution of this Proposal; and the remaining 70% - Five Thousand Three Hundred Dollars (\$5,355) to be paid in equal monthly payments.
- (b) Annual Fees for the second annual period of the Initial Term (April 1, 2021 through March 31, 2022) are Seven Thousand Six Hundred Fifty Dollars (\$7,650), due and payable in equal monthly payments.
- (c) Annual Fees for the third annual period of the Initial Term (April 1, 2022 through March 31, 2023) are Eleven Thousand Fifty Dollars (\$11,050), due and payable in equal monthly payments.

Extension Term(s). If exercised by Client, the Fees due and payable for services performed during each Extension Term are as follows:

- (a) Annual Fees for the first Extension Term (April 1, 2023 through March 31, 2024) are Twelve Thousand One Hundred Fifty-Five Dollars (\$12,155), due and payable in equal monthly payments (10% increase).
- (b) Annual Fees for the second Extension Term (April 1, 2024 through March 31, 2025) are Thirteen Thousand Three Hundred Seventy Dollars (\$13,370), due and payable in equal monthly payments.

Client Representative.

Name: _____
Email: _____
Telephone Number: _____

Client Entities:

Hartland Police
Hartland Fire
Hartland Department of Public Works
Hartland Administrative staff

Miscellaneous Provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be executed on the day and year of the first above written. No portion of this Proposal may be reproduced, duplicated, or revealed in any manner without the prior written consent of TAHPI.

TAHPI:

Tactical Athlete Health and Performance
Institute LLC,
a Delaware limited liability company

By: 

Name: Luis Rivera _____
Title: _Founder/CEO _____

CLIENT:

Village of Elm Grove,
a Wisconsin municipal entity

By:

Name: _____
Title: _____

[Signature Page to Proposal]



Customized care, faster treatment and return to work for injured first responders.

Every Fire or Police Chief strives to keep firefighters, law enforcement officers, and first responders safe and healthy, but the reality is that injuries on the job happen. When your team is injured in the line of duty, help them recover faster and get back on the force as quickly and cost efficiently as possible.



“TAHPI makes it their mission to make sure that our officers and supervisors who get injured on the job are being quickly directed to the right medical professional.”

— Timothy J. Sharpee, Captain of Police at the Wauwatosa Police Department

What is TAHPI?

Tactical Athlete Health & Performance Institute (TAHPI) manages injury-related costs for city employees like yours. Our program helps save overtime and related costs, reduce insurance premium expenditures, and allow the injured first responder to experience rapid treatment, recovery and returning to work, sooner.

Knowledge

We leverage 10+ years in sports medicine and nearly 90 combined years in law enforcement and firefighting. We know the physical demands of the job.

Our employees know that the TAHPI Program gets them in to specialists who are experienced in treating people in their field of work – if they are hurt at work they know they will see the right provider and not have to wait and wonder when they can get back to their normal lifestyle.

- Robert Whitaker, Fire Chief, North Shore Fire/Rescue

Integration

Our strong healthcare network ensures a timely diagnosis and rehabilitation. We act as a conduit between Human Resources and third-party administrators.

Traditional occupational health is waiting while TAHPI is action. During a six month period we were able to quantify 10 weeks of saved time using TAHPI.

- Jon Cohn, Fire Chief, Greenfield Fire Department

Savings

TAHPI is the most cost-effective option available to reduce lost work hours and overtime and insurance related costs for first responders.

By initiating the diagnosis and treatment process so early - we have seen a reduction in overtime costs, and less stress on those officers who must cover the vacancies created... which equates to an overall cost savings for our department.

- Timothy J. Sharpee, Captain of Police,
Wauwatosa Police Department

Proven Results

We establish networks consisting of the very best practitioners in your region that provide unprecedented value to these personnel cost savings. We pride ourselves on the diligent care delivered during our process, not only to the benefit of the injured first responder, but also to the benefit of the municipality.



Faster recovery for firefighters, cost savings for the city

An injured firefighter who entered into the TAHPI network program received care and treatment 6 weeks earlier than the surgical date he initially received when he pursued care on his own. This resulted in:

- 6 week reduction of injury time
- 13 shifts of savings at \$850/shift
- \$11,050 of total savings

“The entire process was impressive. In 22 years, I’ve never felt more cared about and part of a family. This program has to be the best improvement to the job in my career.”

— Firefighter Brent St. John, Milwaukee Fire Department



TACTICAL ATHLETE
Health & Performance Institute

Wondering how TAHPI would work for your municipality?

Connect with Erich Roden, VP of Business Development & Marketing, about getting started with TAHPI today:

E: erichroden@tahpistrong.com

O: 414-376-2180 ext. 191

C: 414-559-0465

<https://info.tahpistrong.com/fire-and-police>

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Master Agreement”) is made and entered into on April 1, 2020 (the “Effective Date”), by and between Tactical Athlete Health and Performance Institute LLC, a Delaware limited liability company, with its affiliates (hereinafter referred to as “TAHPI”), and the Village of Hartland, Wisconsin (hereinafter “Client”) (each of TAHPI and Client may be referred to as a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, TAHPI is engaged in the business of establishing and implementing a network-based system of medical service providers for management of the treatment of orthopedic injuries for current and retired employees of governmental entities and their immediate family members to help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient health, fitness, and performance programming (the “Business”).

WHEREAS, in connection with the Business, and subject to the terms and conditions set forth herein, TAHPI may provide to Client services as further described in the initial statement of work or proposal attached hereto as Exhibit A and such other statements of work and/or proposals that may be entered into by the Parties from time to time (each, an “SOW” and collectively, “SOWs”), which may include the provision of software for Client’s use (collectively, the “Services”), and Client desires to receive the Services from TAHPI. Any reference to this “Agreement” herein shall mean this Master Agreement and all SOWs entered into by the Parties unless this Master Agreement provides otherwise.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

1. Recitals. The recitals are hereby incorporated as if fully set forth herein.
2. Conflicting Terms. In the event of a conflict between this Master Agreement and any SOW, the terms of this Master Agreement shall prevail.
3. Services. During the Term (as defined below) of this Agreement, TAHPI shall provide to Client the Services set out in one or more SOWs. Each SOW shall expressly: (a) incorporate by specific reference this Master Agreement; (b) set forth the scope, nature, schedule, and other relevant component(s) of the Services; (c) set forth the pricing and payment schedule for the Services; (d) be executed by an authorized representative for each Party; and (e) include such other matters and agreements as may be mutually agreed to by the Parties. Additional SOWs shall be deemed issued and accepted only if signed by the Parties.
4. Prices; Invoices and Payment. In consideration of the provision of the Services by TAHPI, Client shall pay to TAHPI the fees set forth in the applicable SOW (the “Fees”). Unless otherwise set forth in the applicable SOW, the Fees for the Initial Term (as hereinafter defined) shall be payable within thirty (30) days of acceptance of the applicable SOW. The Parties shall agree upon fees for any Subsequent Term (as hereinafter defined) not less than ninety (90) days prior to the expiration of the Initial Term or the current Subsequent Term. In addition to all other remedies available under this Agreement, TAPHI shall be entitled to suspend the provision of any Services if

Client fails to pay any Fees when due hereunder and such failure continues for ten (10) days following written notice thereof.

5. Term; Termination.

5.1 The initial term of this Master Agreement shall be Three Years (3), commencing on April 1, 2020 (the “Initial Term”). As long as Client is not then in default beyond any applicable cure periods, Client shall have the option to extend the term of this Master Agreement for two (2) additional one (1) year terms (each, an Extension Term”) after the expiration of the Initial Term or the then-current Extension Term, as the case may be, in accordance with the terms set forth in the SOW attached hereto, by giving TAHPI a minimum of one hundred and eighty (180) days’ prior written notice.

5.2 This Master Agreement will automatically renew for additional terms of one (1) year (“Subsequent Term(s)”) at the end of the Initial Term or any Extension Term or Subsequent Term thereafter, as the case may be, unless either Party notifies the other in writing of the Party’s desire to terminate this Master Agreement not less than one hundred and eighty (180) days prior to the expiration of the Initial Term or the current Subsequent Term (the Initial Term and any Extension Terms or Subsequent Terms may be referred to collectively as the “Term”). Notwithstanding the expiration, cancellation or termination of this Master Agreement, this Master Agreement shall remain in effect until the Services described in any SOW then outstanding at the time of such expiration, cancellation or termination are completed or the SOW is otherwise terminated in accordance with such SOW or this Master Agreement.

5.3 TAHPI may terminate this Master Agreement or any SOW without cause upon thirty (30) days’ prior written notice to Client.

5.4 Either Party (in such capacity, the “Non-breaching Party”) may terminate this Master Agreement or any SOW due to the other Party’s (in such capacity, the “Breaching Party”) material breach of this Master Agreement (including Client’s nonpayment of Fees, either Party’s failure to fulfill any responsibilities set forth in any applicable SOW, or Client’s failure to cooperate in good faith with TAHPI in connection with the Services), upon thirty (30) days’ prior written notice to the Breaching Party identifying specifically the alleged breach, provided that the Breaching Party does not cure such breach within the thirty (30) day notice period. If TAHPI is the Non-breaching Party, during this notice period TAHPI shall have the right to suspend its performance under this Master Agreement and any then-active SOW.

5.5 Either Party may terminate this Master Agreement and any SOW immediately by written notice if the other Party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

5.6 Either Party may terminate this Master Agreement and any SOW if the Parties fail to agree upon the fees due for any Subsequent Term prior to the date which is ninety (90) days before the expiration of the Initial Term or the current Subsequent Term.

5.7 The Parties may at any time by mutual written consent agree to terminate this Master Agreement.

5.8 Upon termination of this Master Agreement or any SOW by either Party, Client will immediately pay to TAHPI all Fees, costs and expenses owed to or incurred by TAHPI up to the effective date of such termination; *provided however*, that with respect to any SOW which is the basis for the termination, Client will pay TAHPI a pro rata amount of the Fees due for such SOW (based on the percentage of completion of the Services, as reasonably determined by TAHPI). Furthermore, each Party shall promptly return all Software, data, materials and other property of the other held by it.

5.9 Unless the Parties subsequently agree otherwise in writing, the terms and conditions of this Master Agreement shall govern any Services which TAHPI may provide to Client in the future, regardless of whether or not such Services are performed pursuant to any SOW.

6. Installation; Access to Software.

6.1 If TAHPI is to provide any access to software (the “Software”) as described in an applicable SOW, Client shall be responsible for providing and preparing the required computer equipment and devices on which the Software may be installed and through which Client can access the Software. Client, with TAHPI’s assistance, is responsible for the installation, configuration, and all other steps necessary to cause the Software to operate, unless TAHPI and Client agree otherwise.

6.2 If TAHPI is to provide access to the Software via an online web portal, TAHPI hereby grants to Client a limited, non-exclusive, non-assignable, revocable license to use the Software during the Term in compliance with this Agreement and subject to any guidelines that may be established by TAHPI from time to time. Upon the termination or expiration of this Master Agreement or the applicable SOW, such license shall immediately terminate. Except for the express license granted in this Section 6.2, TAHPI reserves all rights to itself, and does not grant to Client any other licenses, whether express or implied, to the Software or any intellectual property rights embodied therein or related thereto.

6.3 TAHPI will use commercially reasonable efforts to correct any material deficiencies in the Software as soon as practicable.

7. Intellectual Property Ownership and Use. Client acknowledges that, except for the rights expressly granted herein, this Master Agreement does not, nor does any SOW, transfer to Client, and Client does not obtain from TAHPI, any rights in and to any Intellectual Property (as hereinafter defined) or any Confidential Information (as hereinafter defined). All right, title and interest, including, without limitation, intellectual property rights, in and to the Intellectual Property will remain solely with TAHPI. “Intellectual Property” means all patents, patent rights, trademarks, trade names, trade secrets, service marks, copyrights, intellectual property, technology, ideas, inventions, discoveries, processes, designs, methods, substances, articles, computer programs, improvements, and know-how, whether or not patentable or copyrightable, including but not limited to the Software. TAHPI reserves all of its right, title and interest in and to its Intellectual Property, including all of its related intellectual property rights, and specifically including modifications, improvements, derivatives and future releases thereof, any modifications made specifically for Client, and any suggestions, ideas, feedback, evaluation materials, or works of authorship developed in the performance of this Agreement, which Client hereby assigns to TAHPI. No rights are reserved or granted to Client hereunder other than as expressly set forth herein.

8. Disclaimer of Warranties.

8.1 NO WARRANTY, EXPRESS OR IMPLIED, IS MADE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY EXCLUDED.

8.2 The exclusive warranties of TAHPI set forth herein shall only apply provided that: (i) the Software or other materials or information provided or developed by TAHPI in connection with the provision of the Services have not been modified, except as authorized by TAHPI in writing; (ii) Client's computer equipment through which the Services or Software are accessed has sufficient capacity, is in good operating order, and is installed in a suitable operating environment; (iii) the nonconformity of the Services was not caused by Client or its agents or any third party; (iv) Client promptly notifies TAHPI of the nonconformity of the Services after discovery; and (v) all Fees due to TAHPI have been paid. **AS AN EXPRESS CONDITION OF BEING PERMITTED TO USE THE SOFTWARE, CLIENT ASSUMES THE ENTIRE RISK AS TO ITS USE AND PERFORMANCE. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.**

9. Mutual Indemnification. Each of Client and TAHPI (each, an "Indemnifying Party") hereby agree, to indemnify and hold harmless the other Party and its respective directors, officers, shareholders, employees, agents, or representatives (each, an "Indemnified Party") from and against any liabilities, claims, damages, suits, expenses, demands or judgements of any kind or nature that may be imposed or incurred by, or asserted against such Indemnified Party in connection with or arising out of an Indemnifying Party's gross negligence or intentional misconduct, or breach of this Agreement.

10. LIMITATION OF LIABILITY. **TAHPI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST OR DIMINISHED PROFITS, LOSS OF GOOD WILL, WORK STOPPAGE OR DATA LOSS, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY. WITHOUT LIMITING THE FOREGOING, IN NO INSTANCE SHALL TAHPI BE LIABLE AS A RESULT OF ANY MISSING, INCOMPLETE OR INACCURATE INFORMATION SUPPLIED TO TAHPI FROM ANY OTHER SOURCE, OR FOR ANY MISSING, INCOMPLETE OR INACCURATE INFORMATION OR ANY SUMMARY OF INFORMATION COMPILED BY TAHPI. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS MASTER AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL TAHPI BE LIABLE FOR ANY DAMAGES OF ANY KIND (WHETHER SUCH DAMAGES ARISE IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY) RESULTING FROM OR RELATING TO THE PROVISION OR FAILURE TO PROVIDE ANY MEDICAL CARE TO THE PATIENT BY ANY MEDICAL PROVIDER. BUT IN ANY EVENT TAHPI'S AGGREGATE LIABILITY FOR ANY CLAIMS HEREUNDER SHALL BE LIMITED TO REPAYMENT OR REIMBURSEMENT OF THE FEES ACTUALLY PAID BY CLIENT FOR THOSE SERVICES PROVIDED BY TAHPI THAT ARE THE SUBJECT OF ANY SUCH CLAIM (AND ONLY THOSE SUBJECT SERVICE(S)) DURING THE PRIOR 12-MONTH PERIOD.**

11. Confidentiality.

11.1 Client (in such capacity, the “Receiving Party”) agrees that all non-public information concerning TAHPI or its clients or vendors disclosed by TAHPI (by its employees, independent contractors, agents, clients, or vendors) (in such capacity, the “Disclosing Party”) price quotes, preliminary concepts, marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, software, programming techniques, algorithms, services, employee lists, patient lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances, any information directly or indirectly related to personally identifiable data of individuals (including, but not limited to data or information regarding treatment or injuries of individuals), other business information disclosed by the Disclosing Party, and the terms and existence of this Master Agreement (“Confidential Information”) shall not, without TAHPI’s authorization, be disclosed to any other party or used by the Receiving Party for its own benefit except as contemplated by this Master Agreement. The Receiving Party shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own Confidential Information of like kind, but in no event using a standard less than reasonable care, and shall restrict access to the Confidential Information to its personnel on a need to know basis and so long as such personnel are bound by obligations of confidentiality that are no less restrictive than the obligations contained herein.

11.2 Nothing in this Agreement shall restrict the Receiving Party’s use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies); (a) that is or becomes publicly available through no breach of this Master Agreement; (b) is lawfully acquired pursuant to the applicable state’s freedom of information laws; (c) independently developed by it without any use or access of the Confidential Information; (d) previously known to it without obligation of confidence; or (e) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such receipt (if legally permitted) and may, thereafter, comply with such subpoena or process to the extent permitted by law.

11.3 ALL INFORMATION, INCLUDING TAHPI’S CONFIDENTIAL INFORMATION, IS PROVIDED BY TAHPI TO CLIENT “AS IS”. TAHPI MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR RELIABILITY OF SUCH INFORMATION.

12. Independent Contractors. This Agreement is not intended to create, and shall not be construed to create, a relationship of principal and agent, employer and employee, joint venture, partnership, nor any relationship other than that of independent contracting parties. Except to the extent necessary to provide the Services, neither Party nor any of its employees or agents is hereby authorized to act on behalf of the other Party in any manner. Neither Party nor any of such Party’s employees or agents may enter into any agreement on behalf of the other Party or otherwise bind the other Party in any manner. Neither Party’s employees or agents shall for any purposes be considered or deemed to be an employee of the other Party and each Party shall at all times be responsible for the payment of any wages or other compensation due to its employees or agents and for compliance with any applicable state or federal worker’s compensation or unemployment compensation laws and for

withholding of social security taxes, state or federal income taxes and for any other applicable employment fee, tax or charge with respect to its employees or agents.

13. Notices. Except for notices regarding day-to-day matters in connection with the performance of the Services (which may be sent via email to Client's Representative as set forth in the applicable SOW), all notices and other communications hereunder (including but not limited to notices pertaining to termination, breach, threatened breach, or matters otherwise relating to the terms of this Master Agreement) shall be in writing and shall be deemed to have been given (a) when delivered by hand, (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (c) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to the Company:

Tactical Athlete Health and Performance
Institute LLC
Attn: Timothy J. Sharpee
2505 N. Oakland Avenue
Milwaukee, Wisconsin 53211

If to Client:

Village of Hartland
Attn: _____

14. Miscellaneous.

14.1 Governing Law; Jurisdiction and Venue. The Parties agree that this Master Agreement, all exhibits and schedule(s) attached hereto, and all SOWs shall be governed by, and interpreted according to, the laws of the State of Illinois, without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in Cook County, Illinois, and the Parties irrevocably consent and waive all objections to the jurisdiction of any such court.

14.2 Survival. The following provisions shall survive the termination of this Master Agreement: Section 5 (Term; Termination), Section 7 (Intellectual Property Ownership and Use), Section 8 (Disclaimer of Warranties), Section 9 (Indemnification), Section 10 (Limitation of Liability), Section 11 (Confidentiality), Section 12 (Independent Contractors), Section 13 (Notices), and Section 14 (Miscellaneous).

14.3 Severability. The invalidity or unenforceability of any term or provision of this Master Agreement or any exhibit or schedule attached hereto shall not affect the validity or enforceability of any other term or provision of this Master Agreement or any such exhibit or schedule.

14.4 Entire Agreement. This Master Agreement, all exhibits and schedule(s) attached hereto, and any SOW subsequently executed by the Parties, shall constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no understandings between the Parties other than as expressed in this Master Agreement. In the event any provision, or part thereof, of this Master Agreement is held to be unenforceable, the remaining provisions and parts shall remain in full force and effect.

14.5 Waiver. No delay or failure to exercise any right or remedy by either Party for any default by the other, and no custom or practice of the Parties at variance with the terms of this Master Agreement, shall impair any right or remedy otherwise available to a Party or be construed as a waiver of any such right or remedy. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision. Neither Party shall be construed to have waived any of its rights or remedies under this Master Agreement unless such waiver is in writing and properly executed by the Party.

14.6 Rights Cumulative. The rights, remedies and powers of each of the Parties contained in this Master Agreement are cumulative and not exclusive of any other rights, remedies or powers provided to the Parties herein or by applicable law. No single or partial exercise by either of the Parties of any right, remedy or power under this Master Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

14.7 Amendment. This Master Agreement may be modified from time to time in the form of a written instrument signed by both Parties (an "Amendment"). The terms of any Amendment executed during this Agreement will be subject to the terms of this Master Agreement unless otherwise stipulated in the Amendment.

14.8 Assignment. TAHPI shall have the right to assign this Master Agreement (and any SOW) to any affiliate or to any person or entity that acquires or succeeds to all or substantially all of TAHPI's business or assets (by merger, consolidation or otherwise). Client may not assign this Master Agreement (or any SOW) without TAHPI's prior written consent (in TAHPI's sole discretion) and any attempt by Client to assign this Master Agreement (or any SOW) without TAHPI's prior written consent shall be null and void.

14.9 Counterparts. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and each of which taken together shall constitute one agreement. Delivery of an executed counterpart of this Master Agreement by facsimile or transmitted electronically in legible form will be equally effective as delivery of a manually executed counterpart of this Master Agreement.

[Signature Page Follows]

EXHIBIT A
STATEMENT OF WORK – Proposal/Contract

[to be attached/included]

MEMO

TO: Village Board

FROM: Kelli Yogerst, Recreation Director

RE: Splash Pad Hours during Summer Camp

Due to COVID-19 and the guidelines set by the CDC, Hartland Recreation Department has made changes to their Summer Camp program, which are:

- Going from offering Afternoon camp to offering Afternoon, 12:30 – 5:30 pm and All Day camp 8:00 am – 5:30 pm.
- Not holding camp at Hartland North Elementary, as we have done in past years, and having camp the entire duration at Nixon Park from Monday – Friday, June 15 – August 21, 8:00 am – 5:30 pm.
- Keeping youth and staff in groups of no more than 10 individuals.
- No more than 50 individuals that are affiliated with Summer Camp at Nixon Park.

Due to these changes there are some issues that need to be dealt with:

- Keeping staff and participants in groups no bigger than 10.
- Using the shelters at Nixon Park for the groups to meet, do activities, get out of the weather, a place to have lunch and snacks and a place to keep their belongings.
- Ensuring a clean and safe environment for staff and participants.

At the Village Board meeting on Tuesday, May 28, I, Kelli Yogerst Recreation Director for the Village of Hartland, approached you, the Village Board, to discuss if the Splash Pad should be operating for the month of June. Since that meeting, staff at the Village of Hartland has received questions and comments about why the Nixon Park Splash Pad is not currently open.

To meet the requests of the community and the needs of Hartland's Summer Camp program, I am requesting that Summer Camp uses Shelters 1, 2 & 4 at Nixon Park for the duration of the summer camp program. Shelter 3 will be available for public use during the dates and times of Summer Camp. Jenny Ledzian, Summer Camp Coordinator and I discussed the hours of the Splash Pad and we both agree that it should work out for the Splash Pad to operate its normal hours during camp, 10:00 am – 9:00 pm.

Camp staff will be placing reserved for summer camp yard signs, during camp hours, on the sides of the shelters at the Splash Pad.

At this time we are not aware if we will be able to use Hartland North Elementary this summer, as we have done in past years. If we are, we will determine if staff and participants are comfortable using the facility and what the CDC guidelines are at that time.

CC: Tim Rhode