

**VILLAGE BOARD AGENDA
MONDAY, OCTOBER 25, 2021
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

Call to Order
Roll Call

Pledge of Allegiance – President Pfannerstill

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

1. Consideration of a motion to approve Village Board minutes of October 11, 2021.
2. Consideration of a motion to approve vouchers for payment in the amount of \$257,798.72.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of a motion to approve Operator's (Bartender) License
 - b. Consideration of a motion to approve a Street Use Permit
4. **PUBLIC HEARING** on the proposed 2022 Village Budget including the General Fund, Water and Sewer Utility Funds, Debt Service, and all other Revenue and Expenditure Funds with consideration of adoption of the budget at the November 8, 2021 Village Board meeting.
5. Discussion of 2022 Village Budget updates.
6. Consideration of a motion to adopt on third reading "An Ordinance Repealing §10-206 through §10-232 of the Village of Hartland Code of Ordinances Regulating Public Dances and Concerts and Creating an Ordinance Regulating the Issuance of Special Event Permits".

Items referred from the October 18, 2021 Plan Commission meeting

7. Consideration of an Extraterritorial Certified Survey Map, N27 W30037 Maple Ave., Town of Delafield.

Other Items for Consideration

8. Discussion related to creation of a process or ordinance for filling a vacant Village Trustee seat.
9. Discussion and consideration of a motion to end the practice of the Village of Hartland paying membership dues to the Hartland Chamber of Commerce.

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10. Discussion and consideration of a motion to approve the Village of Hartland Professional Police Association Agreement.
11. Discussion and consideration of a motion to approve the purchase of a server through Ontech Systems, Inc.
12. Discussion and consideration of a motion to establish a fund balance account for the Warhawks Wrestling Program.
13. Discussion and consideration of the Village Administrator search and potential direction/process.
14. 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.
15. Adjournment.

Ryan Bailey, Interim Village Administrator

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

To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The Meeting ID is 870 4945 3383.

Or participate online: <https://us02web.zoom.us/j/87049453383?pwd=ZENLaVZSTHhCK2xvVE42c05NczQwUT09>

VILLAGE BOARD MINUTES
MONDAY, OCTOBER 11, 2021
6:30 PM
MEETING ROOM, HARTLAND PUBLIC LIBRARY, 110 E. PARK AVENUE

Call to Order
Roll Call

Present: Trustees Pfeiffer, Dorau, Meyers, Wallschlager, Ludtke, President Pfannerstill

Excused: Trustee Conner

Others Present: Interim Administrator Bailey, Clerk Igl, Interim DPW Director Felkner, Police Chief Misko, Park Board Chair Tim Hallquist, Fire Chief Jambretz, Val Wisniewski, Ann Grevenkamp, Lynn Minturn (Chamber), Greg Johnson (Ehlers), Stacey Smith, Joann Steuber, other interested parties.

Pledge of Allegiance – Trustee Wallschlager

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President's discretion. Chamber Director Lynn Minturn presented President Pfannerstill with gifts of a book and cherry liqueur from the city of Zadar in Croatia. She stated that these gifts were given while on the recent trip with the Chamber as it was learned that Zadar is a "sister city".

1. Motion (Meyers/Wallschlager) to approve Village Board minutes of September 27, 2021.
Motion carried. Dorau abstained.
2. Motion (Wallschlager/Pfeifer) to approve vouchers for payment in the amount of \$940,738.00.
Motion carried. Meyers abstained.
3. Consideration of a motion to adopt on third reading "An Ordinance Repealing §10-206 through §10-232 of the Village of Hartland Code of Ordinances Regulating Public Dances and Concerts and Creating an Ordinance Regulating the Issuance of Special Event Permits".

Interim Administrator Bailey stated that the current draft included the changes discussed by the Village Board. Police Chief Misko stated that his recommendation was that there is only a notification required, not approval of affected parties. He suggested that each address affected be notified which could be just dropping off a pamphlet at the address. President Pfannerstill commented that the event coordinator could sign the application that they had made a good faith effort to contact affected parties. Trustee Dorau raised concerns that if only the property owner is notified, they often do not pass along the information to the renter (business). Chief Misko suggested that when the person applying for the permit makes notifications for the event, that a statement be on the form that the application will be reviewed by the Village Board on a specific date. Trustee Dorau agreed that the date of the Village Board consideration of the event be added to the petition form. There was discussion of whether the notice being

provided two weeks prior should remain in the language. Additionally, it was discussed that the petition be eliminated and only require notification. It was noted that the language states that the property list is to be provided to the applicant. It was discussed that the notification requirement should also include tenants. Trustee Ludtke reiterated that she felt that notice should be provided not just to businesses but those tenants that live above businesses as well.

Interim Administrator Bailey stated that the Village Board could alter requirements based on a specific event. It was agreed that the draft ordinance language would be revised and brought back to the Village Board for further consideration.

4. Consideration of a motion to adopt on third reading "An Ordinance Amending §78-56 through §78-62 of the Village of Hartland Code of Ordinances Regulating Street Use Permits".

Interim Administrator Bailey stated that the change had been made as requested in line 36 to include "or tenants which occupy the properties". Motion (Dorau/Pfeiffer) to adopt "An Ordinance Amending §78-56 through §78-62 of the Village of Hartland Code of Ordinances Regulating Street Use Permits". Motion carried.

5. Consideration of a motion to approve Resolution No. 10/11/2021 "A Resolution Adopting the Compliance Maintenance Annual Report (CMAR)".

Interim DPW Director Felkner summarized the report that was submitted to the WI Department of Natural Resources. Motion (Meyers/Ludtke) to approve Resolution No. 10/11/2021 "A Resolution Adopting the Compliance Maintenance Annual Report (CMAR)". Motion carried. Village Board members thanked the Department of Public Works for their work on the report.

6. Items related to the Sale of General Obligation Corporate Purpose Bonds
 - a. Initial Resolution Authorizing \$2,415,000 General Obligation Bonds for Street Improvement Projects
 - b. Initial Resolution Authorizing \$370,000 General Obligation Bonds for Sewerage Projects
 - c. Initial Resolution Authorizing \$315,000 General Obligation Bonds for Parks and Public Grounds Projects
 - d. Initial Resolution Authorizing \$495,000 General Obligation Bonds for Parking Lot Projects
 - e. Initial Resolution Authorizing \$3,255,000 General Obligation Refunding Bonds
 - f. Resolution Providing for the Sale of \$6,850,000 General Obligation Corporate Purpose Bonds, Series 2021A.

Interim Administrator Bailey stated that any changes to the CIP plan would impact this borrowing and introduced Greg Johnson with Ehlers.

Trustee Wallschlagel stated that due to money spent on other projects recently including the Village Board room remodel and funds that being needed elsewhere, she stated she would like to see the Nixon parking lot project moved to 2024 where it had initially been in the plan. Trustee Meyers stated that the Village would be adding 36 spaces at Nixon and that every major event is held at that park. He stated additionally that there is equipment that needs replacement at Nixon Park and that safety of children near the splash pad needs to be

considered. Trustee Wallschlager added that she felt the project could be held off a year or two as DPW has been maintaining the park well and she feels the parking lot at Nixon Park is an unnecessary expense at this time. Trustee Pfeiffer commented that the Village is doing a lot of other good things in the park and feels it beneficial to keep up the momentum.

Trustee Dorau asked Park Board Chair Hallquist to speak to the issue. He stated that when the parking lot and drive are realigned, an additional pavilion will be built which will be an additional revenue source for the Village. He stated that there are concerns about a child running out near the splash pad and the project would eliminate traffic near the splash pad. Interim DPW Director Felkner stated that permits and design work would be necessary before moving the project forward so would not likely be constructed until 2023. Trustee Ludtke commented that she hears that there is inadequate parking including from groups that are paying fees to use the fields. President Pfannerstill stated that he feels that the amount of people using Nixon Park over the weekends has increased significantly.

It was stated that there is a significant water project of approximately \$1.2 million in a future year which is not included in the borrowing at this time as staff is considering alternative ways to fund the project. Mr. Johnson with Ehlers provided the preliminary financing plan overview to the Village Board including a summary of existing debt and a detailed list of capital projects included. It was stated that State Statutes require the adoption of separate resolutions for each type of project being funded. The Village Board was reminded that the funds must be used for the stated purpose for bonds. Additionally, the plan includes refinancing existing 2012 bonds that are outstanding. It was stated that the debt limit cannot exceed 5% of the Village's equalized value and that the Village still has \$55 million of debt capacity available. Interim Administrator Bailey stated that Ehlers reviews the Village's debt frequently to identify savings. The bond sale is set for November 8.

Motion (Ludtke/Dorau) to approve the Initial Resolutions Authorizing General Obligation Bonds as listed on the agenda as items 6a -6f. Trustee Wallschlager asked how she should proceed if she did not want to vote favorably on all of the resolutions. President Pfannerstill stated that she could vote no or make an amendment to the motion if desired. Motion carried. Wallschlager opposed.

7. Discussion and consideration of a motion to install handicap parking stall(s) in the downtown area.

Interim DPW Director Felkner stated that it had been determined that there are 18 private handicap parking stalls and 9 public handicap parking stalls. It had been discussed that one could be added in front of the BMO Harris Bank on E. Capitol Drive. He stated that he had spoken to staff at the bank and they relayed information on an incident that took place when a van was pulling out of that space and nearly hit individuals on bikes. Interim DPW Director Felkner stated that it was his recommendation to leave the handicap parking status quo at this time. President Pfannerstill commented that this issue can be revisited at any time if requested in the future.

8. Discussion related to creation of a food truck ordinance.

Interim Administrator Bailey stated that he had received copies of food truck ordinances from neighboring communities that have them and provided them to the Village Board members. President Pfannerstill commented that he doesn't believe the Village wants food trucks on the streets. Trustee Dorau stated that she would like to see a policy created to regulate food trucks on public streets and private property and to require a fee for a food truck application. Additionally, she stated that the ordinance should include different levels based on frequency. Trustee Meyers stated that a certificate or sticker should be required which will indicate that a license has been issued by the Village but felt that no license should be required for a food truck on private property. There was general discussion on fees and whether this ordinance should be included in the section regulating solicitor's permits. It was clarified that a food truck permit would not be required when used for catering purposes.

Trustee Meyers raised concerns that the language should protect businesses by including some limitations. Joann Steuber, 315 Prospect, commented that she feels that food trucks should be allowed on public streets but not too close to existing food related businesses. Val Wisniewski, 511 Renson Road, stated that Hartland is not the first municipality having this discussion and asked whether the board has looked at what other municipalities are doing. Interim Administrator Bailey stated that he had provided that information to the Village Board as stated earlier in the conversation.

Trustee Ludtke stated that there are specific designated areas in other municipalities policies and questioned whether the Village could designate a food truck area in a municipal lot. She further stated that she is very protective of existing businesses.

Staff was asked to consider comments received by the Village Board and bring back the updated draft ordinance in a month.

9. Discussion related to creation of a process or ordinance for filling a vacant Village Trustee seat.

Trustee Dorau stated that she had requested this item be placed on the agenda for the board to consider creating some sort of policy or ordinance to address. She stated that she felt it important to have something written including that people interested should be contacted as a part of a process to fill the vacancy. President Pfannerstill stated that he feels the process used in the Village has worked well. Trustee Meyers stated that he wouldn't want to see filling a vacancy turn into a personality situation. Further he stated that if someone wants to be on the board, they should run for the seat in the election cycle. He stated that in his opinion the Village President has to have authority as well.

Ann Grevenkamp, 618 Renson Road, commented that in some cases, interest in being on the Village Board is gained later than during the most recent election cycle. President Pfannerstill stated that he followed the process that had been done before and that the President can nominate but the board can vote against the nomination.

Trustee Ludtke stated that the process used was adopted in 1950, the community started growing significantly in 1980 and now the Village is a more motivated and interested community. She stated that while individuals always have the opportunity to run for a seat, when a packet comes out with only one nominee, a trustee doesn't know what the interview

questions were or how the decision was made. She further stated that perhaps it should be an interview process and that it would be worth looking at as the process followed in this situation began so long ago. It was stated that discussion of the topic is healthy as the current process made it awkward for the President, Trustees and the public. It was stated that the individual appointed to fill a vacancy only fills the seat until the election. President Pfannerstill commented that he likes the process in place and believe the public is happy with it as well.

Trustee Dorau stated that she felt the board should look at options to fill a vacancy. Staff was asked to begin to prepare options for discussion at a future Village Board meeting.

10. 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.

Interim Administrator Bailey stated that he received information from CP Rail that the train will be virtual again this year. He stated that Clerk Igl will be heading up the food drive for the two food pantries this year.

Fire Chief Jambretz stated that about 300 people were served at the pancake breakfast. Additionally, he stated that he had received notification that the department did not receive the grant for the equipment purchase.

11. Consideration of a motion to recess to closed session pursuant to State Statutes §19.85 (1)(e), deliberating of or negotiating for the purchase of public properties, investment of public funds, or conduct of other specified public business, whenever competitive or bargaining reasons require closed session regarding the Town of Merton Fire/Ambulance contract. [ROLL CALL VOTE]

Motion (Ludtke/Dorau) to recess to closed session pursuant to State Statutes §19.85 (1)(e), deliberating of or negotiating for the purchase of public properties, investment of public funds, or conduct of other specified public business, whenever competitive or bargaining reasons. Roll call vote taken: all ayes. Motion carried. Recessed to closed session at 8:36 p.m.

12. Consider and take any action deemed appropriate pursuant to the previously held closed session.

Motion (Ludtke/Pfeiffer) to continue with auto renewal contract between the Village of Hartland and the Town of Merton for fire and ambulance services based on the wellbeing and safety of the Village of Hartland residents and residents in neighboring communities. Motion carried.

13. Adjournment.

Motion (Dorau/Ludtke) to adjourn at 9:19 p.m. Motion carried.

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Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: October 25, 2021

RE: Voucher List

Attached is the voucher list for the October 25,

2021 Village Board Meeting

October 25, 2021 Checks: \$ 257,798.72

Total Amount of all checks, wires and Credit Card \$ 257,798.72

VILLAGE OF HARTLAND
VOUCHER LIST - OCTOBER 25, 2021

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-23000 SPECIAL DEPOSITS	BENITEZ, LUIS	756-758 PENBROOK WAY/ BENITEZ/ CURB CUT REFUN	\$1,000.00
G 101-23000 SPECIAL DEPOSITS	FLANAGAN-DORN POST 294	FLANAGAN-DORN POST 294 CANTEEN DEPOSIT REFUN	\$500.00
G 101-23000 SPECIAL DEPOSITS	HAAA	HAAA REFUND FOR 8/1 RENTAL	\$300.00
G 101-23000 SPECIAL DEPOSITS	HAAA	HAAA RUFUND FOR PREP FEES	\$800.00
G 101-23000 SPECIAL DEPOSITS	HAAA	HAAA REFUND FOR CANTEEN DEPOSITS	\$1,000.00
R 101-46725 PARK RENTALS-TAX EXEMPT	HAAA	HAAA REFUND FOR BARK RIVER/NIXON FIELD DEPOSIT	\$685.00
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HPPA (DUES)	HPPA DUES	\$708.00
G 101-23000 SPECIAL DEPOSITS	KUEHT, JULIA	KUEHT REFUND FOR SHELTER RENTAL	\$200.00
G 101-23000 SPECIAL DEPOSITS	LAKE COUNTRY YOUTH BASEBALL	LCYB REFUNDS FOR FIELD RESTORATION AND DEPOSI	\$2,650.00
G 101-31400 EMS ACT #102	M.A.T.C.	EMS CLASSES HEIN	\$3,865.90
R 101-46730 RECREATION CLASSES	METZGER, MARVA	PICKLEBALL REFUND	\$28.00
R 101-46730 RECREATION CLASSES	PROST, JAMIE	REFUND BARRE STRENGTH	\$22.50
G 101-23000 SPECIAL DEPOSITS	STONEKING, LEWIS	STONEKING REFUND FOR COMM. CTR RESERVATION D	\$75.00
R 101-44300 PERMITS	WE ENERGIES (DELAFIELD)	460 CAMPUS DR ROW PERMIT REFUND	\$75.00
EXPENSE Descr			<u>\$11,909.40</u>
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDERS	\$480.39
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	\$206.19
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH PHARMACY OCON	MEDICATION REPLENISHMENTS	\$496.38
EXPENSE Descr AMBULANCE			<u>\$1,182.96</u>
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-810 ADMINISTRATION EXPENSE	BUILDING SERVICE INC	CONTRACT PAYMENT	\$85,710.00
EXPENSE Descr CORPORATE RESERVE EXPENSES			<u>\$85,710.00</u>
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-719 EVENTS	EXECU PRINT	SIGNS AND BANNERS FOR HARTLAND LIGHTS	\$30.00
E 804-56700-719 EVENTS	EXECU PRINT	SIGNS AND BANNERS FOR HARTLAND LIGHTS	\$75.90
EXPENSE Descr ECONOMIC DEVELOPMENT			<u>\$105.90</u>
EXPENSE Descr ELECTIONS			
E 101-51440-290 OUTSIDE SERVICES/CONTRACTS	ELECTION SYSTEMS & SOFTWARE	BATTERIES	\$681.65
EXPENSE Descr ELECTIONS			<u>\$681.65</u>
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FLEX SPENDING ACCT/ FEES/ MAILINGS	\$96.32
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$167.92
EXPENSE Descr FINANCIAL ADMINISTRATION			<u>\$264.24</u>

Account Descr	Search Name	Comments	Amount
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	5 ALARM FIRE	MS A 4 GAS ALTAIR	\$1,100.00
E 101-52200-220 UTILITY SERVICES	AT&T MOBILITY	WIRELESS SERVICES	\$143.96
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	BATTERY PRODUCTS INC	BATTERIES	\$60.48
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	JEFFERSON FIRE & SAFETY INC	HOSE	\$3,426.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	JEFFERSON FIRE & SAFETY INC	PUMP TESTING	\$969.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	DRUG SCREEN	\$250.00
E 101-52200-255 BLDGS/GROUNDS	WIL-KIL	EXTERIOR INSECT	\$150.00
E 101-52200-255 BLDGS/GROUNDS	WIL-KIL	RODENT AND PEST CONTROL INTERIOR	\$70.00
EXPENSE Descr FIRE PROTECTION			\$6,169.44
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	PAPER	\$42.99
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$120.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	RHYME BUSINESS PRODUCTS LLC	COPIER CONTRACT FEES	\$781.95
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	SCHWAAB INC	FLASH 100 SIGNATURE STAMP	\$40.75
EXPENSE Descr GENERAL ADMINISTRATION			\$985.69
EXPENSE Descr INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	BUILDING INSPECTION FEES	\$20,206.75
EXPENSE Descr INSPECTION			\$20,206.75
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	FLEMINGS FIRE 1, INC.	EXTINGUISHER RECHARGE	\$54.36
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQUAD 3 OIL CHANGE	\$43.98
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQUAD 4 INSPECTION	\$75.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	SEARCH SERVICE FOR SEPT	\$135.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$90.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	SPRINGFIELD ARMORY	PISTOL	\$377.27
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	TACTICAL SOLUTIONS	CERTIFICATION OF RADARS	\$334.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$3.45
EXPENSE Descr LAW ENFORCEMENT			\$1,113.56
EXPENSE Descr LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	FINDAWAY	BOOKS	\$64.99
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$24.42
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$66.54
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$150.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	FLOOR CLEANER/ BATH ROLL	\$105.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	TP/ CANLINERS/ BATH TOWELS	\$129.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER BILLING	\$229.31
EXPENSE Descr LIBRARY			\$769.26

Account Descr	Search Name	Comments	Amount
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALL WASHED UP WINDOW CLEANING	WINDOW WASHING SERVICES	\$425.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	MAT SERVICES	\$174.83
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	CAPS	\$5.98
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	NUTS AND BOLTS	\$6.52
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	LIGHTING PARTS	\$35.94
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	HINGES	\$21.03
E 101-51600-255 BLDGS/GROUNDS	HAHN ACE HARDWARE	SNOW BLOWER	\$859.45
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	FAUCET AND RADIO	\$291.90
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	ANGLE VALVE	\$19.44
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	TP/ CANLINERS/ BATH TOWELS	\$129.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	FLOOR CLEANER/ BATH ROLL	\$105.00
E 101-51600-255 BLDGS/GROUNDS	PJS PLUMBING COMPANY, INC	WATER HEATER SERVICING	\$134.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	WIL-KIL	EXTERIOR INSECT	\$150.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	WIL-KIL	RODENT AND PEST CONTROL INTERIOR	\$75.00
EXPENSE Descr MUNICIPAL BUILDING			\$2,433.09
EXPENSE Descr PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	INSTALLATION	\$531.32
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	SANDING PADS	\$35.85
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	STAIN	\$57.20
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	ELECTRICAL PARTS	\$50.17
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	SENSOR RETURN (CREDIT 1024848)	-\$42.31
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	SANDER PAD	\$13.94
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	SANDING PADS RETURN (CREDIT 5011348)	-\$14.94
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	DÉCOR	\$56.22
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	LUMBER AND STAIN	\$192.57
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	BROAD LEAF CONTROL AND FERTILIZER	\$1,265.70
EXPENSE Descr PARKS			\$2,145.72
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	BATTERIES	\$3.57
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	RELAY	\$12.25
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	BOLT CUTTER	\$69.95
E 101-53000-430 SNOW & ICE REMOVAL	BUMPER TO BUMPER	JACK PIPE	\$98.39
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	OIL FILTER	\$5.49
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	WHELEN STROBE	\$187.90
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	ROCKER SWITCH	\$19.72
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	OIL FILTER	\$7.12
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	GLASS FUSE	\$2.09
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	FUSES/ ELECTRICAL TAPE	\$46.16
E 101-53000-430 SNOW & ICE REMOVAL	BUMPER TO BUMPER	OBSERVATION SYSTER	\$273.38

Account Descr	Search Name	Comments	Amount
E 101-53000-410 STREETS GEN MAINT	CONCRETE & BRICK SPECIALISTS		\$4,365.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	NO LEAD	\$439.47
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	PDFD FUEL	\$585.45
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	PDF DIESEL	\$792.39
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	NO LEAD	\$1,681.33
E 101-53000-360 VEHICLE MAINT/EXPENSE	HAHN ACE HARDWARE	36' BAR	\$165.81
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	LAUNDRY SERVICES	\$126.20
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	LAUNDRY SERVICES	\$99.20
E 101-53000-345 STAFF EDUCATION/TRAINING	JUNGLUTH, LEO	SCHOOL FEES	\$532.50
E 101-53000-410 STREETS GEN MAINT	LANGE ENTERPRISES INC	DELINEATORS	\$392.25
E 101-53000-410 STREETS GEN MAINT	LANGE ENTERPRISES INC	NAME SIGNS	\$1,413.75
E 101-53000-360 VEHICLE MAINT/EXPENSE	MACQUEEN EQUIPMENT GROUP	SUCTION NOZZLE/ CLAMP	\$1,515.65
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	MENARDS- PEWAUKEE	TOOLS AND NAILS, PLASTIC ROLL	\$287.39
E 101-53000-360 VEHICLE MAINT/EXPENSE	MILLER-BRADFORD RISBERG INC	BACKHOE SOLENOID VALVE	\$363.20
E 101-53000-360 VEHICLE MAINT/EXPENSE	MILLER-BRADFORD RISBERG INC	REPLACE RIDE CONTROL	\$885.85
E 101-53000-410 STREETS GEN MAINT	NORTH LAKE SAND AND GRAVEL	RECYCLE CONCRETE	\$100.00
E 101-53000-410 STREETS GEN MAINT	OKAUCHEE REDI-MIX INC	2.5 YARDS CONCRETE	\$537.50
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	GLOVES	\$171.20
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$30.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	REARDON METAL FEBRICATING	SPRING BRACKETS	\$44.55
E 101-53000-410 STREETS GEN MAINT	STARK PAVEMENT CORPORATION	ASPHALT	\$406.91
E 101-53000-410 STREETS GEN MAINT	STARK PAVEMENT CORPORATION	ASPHALT	\$864.31
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	TURN SIGNAL AND EXHAUST FLUID	\$202.21
E 101-53000-360 VEHICLE MAINT/EXPENSE	WELDERS SUPPLY CO	TIP	\$98.42
EXPENSE Descr PUBLIC WORKS			<u>\$16,826.56</u>
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	KIDS DRAWING	\$105.00
E 101-55300-295 TRIPS	MENOMONEE FALLS SCHOOL DISTRIC	WARRENS CRANBERRY FEST	\$198.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	TREE CLIMBING PROGRAM	\$148.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	WISCONSIN PARK AND REC. ASSOC.	MEMBERSHIP DUES	\$150.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			<u>\$601.00</u>
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	WASTE MANAGEMENT	GARBAGE COLLECTION FEES	\$100,681.23
EXPENSE Descr REFUSE & GARBAGE COLLECTION			<u>\$100,681.23</u>
EXPENSE Descr SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FLEX SPENDING ACCT/ FEES/ MAILINGS	\$14.81
EXPENSE Descr SEWER SERVICE			<u>\$14.81</u>
EXPENSE Descr WATER UTILITY			
E 620-53700-651 MAINTENANCE OF MAINS	BIEBELS TRUE VALUE	BOLTS	\$74.68

Account Descr	Search Name	Comments	Amount
E 620-53700-652 MAINTENANCE OF SERVICES	CONCRETE & BRICK SPECIALISTS	STAMPED CONCRETE	\$4,365.00
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	FLEX SPENDING ACCT/ FEES/ MAILINGS	\$37.05
E 620-53700-651 MAINTENANCE OF MAINS	STARK PAVEMENT CORPORATION	ASPHALT	\$1,240.56
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	USA BLUE BOOK	INJECTION SUPPLIES	\$280.17
EXPENSE Descr WATER UTILITY			\$5,997.46
			<u>\$257,798.72</u>

VILLAGE OF HARTLAND
LICENSES AND PERMITS
OCTOBER 25, 2021

Bartender (Operator's) Licenses

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

Kali Barrett

Street Use Permit

Applicant: Arrowhead Union High School District
Location: Municipal (Library) parking lot
Date: Thursday, October 28
Start Time: 5:00 – 8:00 p.m.



**STREET USE PERMIT
APPLICATION**

(For Events Less than 3 Blocks – Residential Neighborhood Events)

\$30.00 FEE (NOT REFUNDABLE)

We, the undersigned residents of the AHS hundred block(s) of Library Parking Lot Street in the Village of Hartland, hereby consent to the recreational use of this street between the hours of 5 pm and 8 pm on Oct, the 28 day of 2021, for the purpose of Downtown Business Trickle Street (Trunk or Treat), and do hereby petition the Village of Hartland to grant a Street Use Permit for use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use in the Village of Hartland.

Barricades and "Road Closed" sign can be obtained from a traffic control rental vendor or at cost by the DPW, subject to availability and with at least 48 hours notice (262-367-2714).

The responsible person or persons who shall sign an application for a Street Use Permit on our behalf is/are as follows:

NAME(S) Ryan Mangon
TITLE Activities Director
ADDRESS 800 North Ave HARTLAND, WI 53029
PHONE (daytime) 262 369 3614 x4203 (evening) 262 993-9327
ORGANIZATION/GROUP SPONSORING EVENT Arrowhead Activities

Petitioner(s) Signature	Petitioner(s) Address
	<u>800 North Ave Hartland WI 53029</u>

Received by waved (Office use only) FEE: \$30.00
Date 10/20/2021
Approved this _____ day of _____, 20____

The Arrowhead Union High School District

South Campus/District Office
700 North Avenue
Hartland, Wisconsin 53029
(262) 369-3611

North Campus
800 North Ave.
Hartland, Wisconsin 53029
(262) 369-3612



September 13, 2021

Village of Hartland:

Arrowhead High School and Arrowhead DECA (an Association of Marketing Students) are requesting the use of the downtown Hartland library parking lot on Thursday October 28, 2021 from 5:00 pm (set-up) to 8:00 pm. On October 28, 2021 from 6:00-8:00 pm the Hartland Chamber of Commerce are hosting its annual Business Trick or Treat in Hartland. We are planning on having 20-40 cars from Arrowhead DECA and other clubs/sports participate in a Trunk or Treat.

The plan is to use EVERY OTHER parking spot for the Trunk or Treat portion of the downtown business trick or treat. Pre-packaged candy will be handed out where trick or treaters will not be allowed to grab the candy.

Attached you will find the information and planning sheet that is used for our portion of the community service event. If you have any questions please email me at Melzer@arrowheadschoools.org or call at 262-369-3612. Diagram attached of the parking lot to be used for the event.

Thank you

Steven Melzer, Marketing Teacher and DECA Advisor

Ryan Mangan

Arrowhead DECA's Trunk or Treat Proposed Layout

October 22, 2020

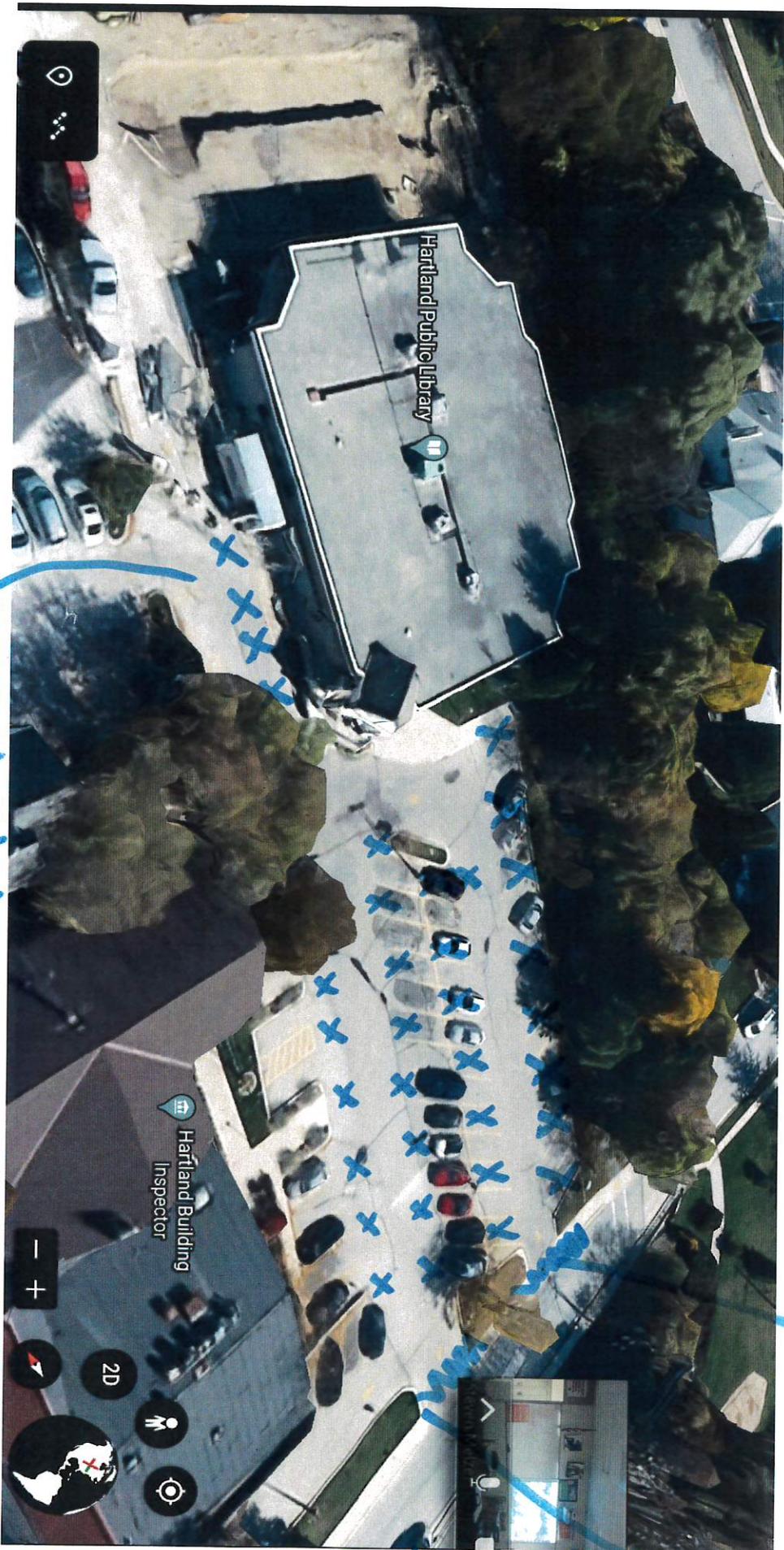
Set-Up 5:00 PM - Event 6-8:00 PM



(20-40 cars)

block off

block off



It's needed

1 STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF HARTLAND
2 ORDINANCE NO. _____

3 AN ORDINANCE REPEALING §10-206 THROUGH §10-232
4 OF THE VILLAGE OF HARTLAND CODE OF ORDINANCES
5 REGULATING PUBLIC DANCES AND CONCERTS AND CREATING AN ORDINANCE
6 REGULATING THE ISSUANCE OF SPECIAL EVENT PERMITS
7

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

9 **SECTION 1:** §10-206 through §10-232 of the CODE OF ORDINANCES OF THE VILLAGE
10 OF HARTLAND are hereby repealed and replaced with the following regulating the issuance of
11 Special Event Permits:

12 **§ 10-206. Preamble.**

13 The Village of Hartland hereby determines that, as it is necessary to protect the health, safety and
14 welfare of persons and property within the Village of Hartland, special events and related
15 activities shall be regulated.

16 **§ 10-207. Definitions.**

17 The following terms are hereby defined:

18 PERSON — Any individual natural human being, partnership, corporation, firm, company,
19 association, limited-liability company, society or group.

20 SPECIAL EVENT — Any activity, which occurs upon public or private property that will affect
21 the standard and ordinary use of public streets, public parks, rights-of-way, or sidewalks, and/or
22 which requires extraordinary levels of village services. This may include, but is not limited to,
23 fairs, festivals, sporting events, foot runs, bike races, markets, parades, exhibitions, auctions, and
24 dances.

25 **§ 10-208. Permit; when required.**

26 Prior to application, no person shall allow or conduct a special event unless a permit has first
27 been issued.

28 A. Applications for special event permits shall be made to the Village Clerk, on forms provided
29 by the Village of Hartland, and shall include at a minimum all of the following information:

- 30 (1) The name, address and telephone number of the applicant;
- 31 (2) The names, addresses and telephone numbers of all of the partners, if the applicant is
32 a partnership;
- 33 (3) The names, addresses and telephone numbers of all of the officers and directors if the
34 applicant is a corporation, or members if the applicant is a limited-liability company;

35 (4) The location at which the event is to be conducted;

36 (5) Details related to the nature of the event, including:

37 (a) Whether or not music will be provided;

38 [1] Music for special events shall terminate at 9:00 p.m. if the event is held
39 Sunday through Thursday and at 11:00 p.m. if the event is held on a
40 Friday, Saturday or holiday weekend.

41 (b) Whether or not alcoholic beverages will be served;

42 (c) Whether merchandise will be sold;

43 (c) The anticipated number of event attendees;

44 (d) Hours and/or days of operation for the special event;

45 [1] All special events as defined herein shall cease operation no later than
46 10:00 p.m. Sunday through Thursday and no later than 12:00 midnight on
47 Friday, Saturday, or a holiday weekend.

48 (e) An event site plan that documents the location of:

49 [1] Vendors of consumable food or beverages;

50 [2] Generators;

51 [3] Parking accommodations (both off- and on-site); and

52 [4] Proposed road closures, if any;

53 [5] Structures (e.g. bounce house, event tents, etc.);

54 [6] Portable toilets.

55 (f) The Village Administrator, in consultation with Village staff, may include
56 specific conditions which require cleanup of public and private property in the
57 vicinity of the location of the special event that may be littered and
58 reimbursement to the Village for expenses incurred related to increased police,
59 fire or other emergency services provided by the Village at the special event. A
60 cash deposit, to be determined by resolution by the Village Board of Trustees
61 from time to time, may be required as a condition to assure such cleanup is
62 satisfactorily accomplished within 24 hours and that the Village is adequately
63 reimbursed for the increased police, fire or other emergency services provided by
64 the Village at the special event. Said sum shall be used by the Village to offset
65 any costs which it may incur in completing the cleanup or in providing increased
66 police, fire or other emergency service, and the balance of the deposit, if any,
67 should be refunded upon final inspection and accounting by Village staff. In the
68 event insufficient funds are available to offset costs, the Village reserves the right

69 to seek reimbursement through any means available to the Village. There will be
70 no reissuance or new issuance of special events permits to the applicant or his or
71 her organization until such payments are made.

72 (6) A contact person who will be available at all times during the special event and that
73 person's cell phone number which must be accessible throughout the special event;

74 (7) Applicant to deliver notice to property owners and tenants within a five-hundred-foot
75 radius of the special event site at least two weeks prior to the Village Board meeting
76 where the special event permit will be considered. Such notice shall inform property
77 owners and tenants within a five-hundred-foot radius of the special event site of the day
78 and time of the special event and the day and time of when the special event permit will
79 be considered by the Village Board (property ~~owner~~ list to be provided by the Village);
80 applicant must provide evidence of mailing providing such notice, such as an affidavit,
81 and a copy of the notice to the Village Clerk;

82 ~~————(1) If the special event will take place completely within a village park and~~
83 ~~will not result in the closure of any village roadway, the notice requirements~~
84 ~~described § 10-208(7) shall not apply.~~

85 ~~(2) If the special event will result in the closure of any village roadway, notice as~~
86 ~~described in § 10-208(7) shall be provided to all property owners and tenants~~
87 ~~Applicant must also obtain petitions, signed by no less than 50 percent of the~~
88 ~~property owners and tenants which occupy the properties along that portion of the~~
89 ~~street designated to be closed during the special event. This petition requirement~~
90 ~~shall not apply to applications for the purpose of conducting a parade. Such~~
91 ~~petition shall be verified and shall be submitted in substantially the following~~
92 ~~form:~~

93 ~~PETITION FOR STREET CLOSURE FOR SPECIAL EVENT~~

94 ~~We, the undersigned property owners of the _____ hundred block of _____ Street in the~~
95 ~~Village of Hartland, have received notification of the closure of this street between the hours of~~
96 ~~_____ and _____ on _____, the _____ day of _____, 20____, for the purpose of~~
97 ~~_____ and do hereby agree to abide by such conditions of such use as the Village of Hartland~~
98 ~~Board may attach to the granting of the requested special event permit.~~

99 ~~————(32) The Village Board, in its sole discretion, may request that a public~~
100 ~~hearing be scheduled to allow for village residents and village business owners to~~
101 ~~provide comment regarding the proposed special event. The applicant shall~~
102 ~~reimburse the Village for the cost of posting notices for the public hearing.~~

103 (8) Proof of insurance, subject to Village Administrator approval, based on potential
104 degree of risks posed by the special event. A special event permit application may be
105 considered and approved without submittal of proof of insurance, but under no
106 circumstances shall a special event permit be issued without acceptable proof of

107 insurance having been provided to the Village no later than twenty (20) days prior to the
108 event.

109 (9) Signage and proposed location for such signage;

110 (10) Such other information as may be required by Village Staff or the Village Board to
111 process the application.

112 B. Completed applications shall be submitted to the Village Clerk at least 60 days prior to the
113 scheduled date of the special event.

114 C. Upon receipt of a completed special event permit application, the Village Clerk shall refer
115 said application to the Village Administrator for his or her review.

116 (1) The Village Administrator shall instruct all potentially affected Village departments
117 to review the completed special event permit application and provide a report with
118 recommendations concerning all phases of the proposed special event.

119 The Village Administrator shall then refer the special event permit application along with
120 any Village department recommendations to the Village Board of Trustees for
121 consideration. If the special event is to be held in a village park, the special event permit
122 application shall first be referred to the Village Park and Recreation Board for
123 consideration. If approved by the Village Park and Recreation Board, the special event
124 permit shall be referred to the Village Board of Trustees for consideration. At the
125 direction of the Village Board of Trustees, the Village Clerk may issue the special event
126 permit.

127 (2) If the special event permit is approved by the Village Board, the applicant shall
128 deliver notice to the property owners within a five-hundred-foot radius of the special
129 event site at least three weeks prior to the special event. Such notice shall contain
130 information regarding the day and time of the special event and any road closures that
131 will be required as a result of the special event. (property owner list to be provided by the
132 Village). Applicant must provide evidence of mailing, such as an affidavit, and a copy of
133 the notice to the Village Clerk;

134 **§ 10-209. Basis for Denial.**

135 Upon receipt of the special event permit application along with any Village department
136 recommendations, the Village Board may deny the special events permit for any of the following
137 reasons:

138 (1) If the special event will occupy or interfere with Village streets on a workday during
139 hours when and at places where the flow of vehicular or pedestrian traffic will be
140 unusually delayed;

141 (2) If it is for a proposed special event that would involve violation of law or of any
142 applicable village ordinances;

143 (3) If the granting of the special event permit would conflict with another street use
144 permit or special event permit already granted or for which application is already
145 pending, or if the application does not contain the information required;

146 (4) If reasonably anticipated utilization of public services, including police and fire
147 protection, by the proposed special event will require so large a number of persons and
148 vehicles, including ambulances, as to prevent adequate service of the needs of the rest of
149 the Village;

150 (5) If the proposed special event will so substantially hinder the movement of police, fire
151 and other emergency vehicles as to create substantial risk to persons and property;

152 (6) If it appears that the proposed special event is so poorly organized that participants
153 therein are likely to engage in aggressive, destructive or otherwise unlawful activity, or
154 that previous events of this type or sponsored by the same applicant were so poorly
155 organized that police plans for traffic and/or crowd control were impaired;

156 (7) If the Village Board, after consultation with Village staff, determines that the
157 proposed special event will not serve to benefit the Village of Hartland community.

158 **§ 10-210. Permit expiration.**

159 All permits approved under this chapter are effective for only the times and dates specified
160 within the application and further shall expire upon the cessation of event activities as identified
161 on the approved special events permit application.

162 **§ 10-211. Termination of event permit.**

163 A special event permit for an event in progress may be terminated by the Chief of Police, the
164 Fire Chief, or the respective designee of each if public safety is compromised or threatened by
165 activities generated during the event, if the participants engage in violent, riotous, disorderly or
166 destructive behavior causing injury to persons or damage to property, or if there is a violation of
167 the conditions of the permit such that conditions of issuance are no longer met.

168 **§ 10-212. Violations and penalties.**

169 Any person who shall violate any provision of this chapter or any rule or regulation made under
170 this chapter shall be subject to a penalty as provided in § 1-3 of this Code.

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

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

178 Passed and approved this ____ day of _____, 2021.

179

180

VILLAGE OF HARTLAND

181

By: _____

182

Jeffrey Pfannerstill, Village President

183 ATTEST:

184

185 Darlene Igl, Village Clerk

186

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2, in CRYSTAL SPRING PARK, being a part of the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

Notes:

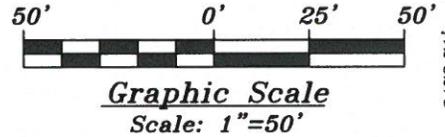
- Denotes 1"x24" iron pipe set.
- ⊙ Denotes iron pipe found and accepted.
- △ Denotes "PK" nail found and accepted.
- ⓓ Denotes lands dedicated to the Town of Delafield for public street purposes (1,485 sq. ft.).

Prepared for: (Agent)
 Carl Tomich
 N8 W22520-L Johnson Dr.
 Waukesha, WI 53186
 Ph. (262) 547-0328

Prepared for: (Owner)
 Kevin & Tracey Scharnek
 N27W30037 Maple Ave.
 Pewaukee, WI 53072-4252

Prepared by:
 Dennis C. Sauer PLS-2421
 Metropolitan Survey Service, Inc.
 9415 W. Forest Home Ave.
 Hales Corners, WI 53130
 Ph. (414) 529-5380

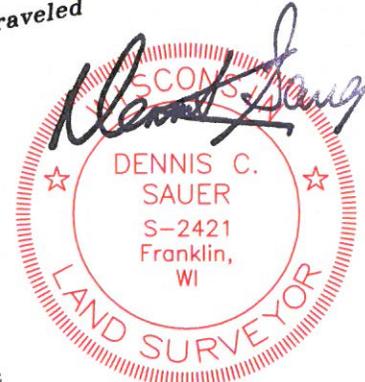
NE Cor.
 Sec. 15-7-18
 (conc. mon.
 w/brass cap)
 N 396,449.06
 E 2,442,560.26



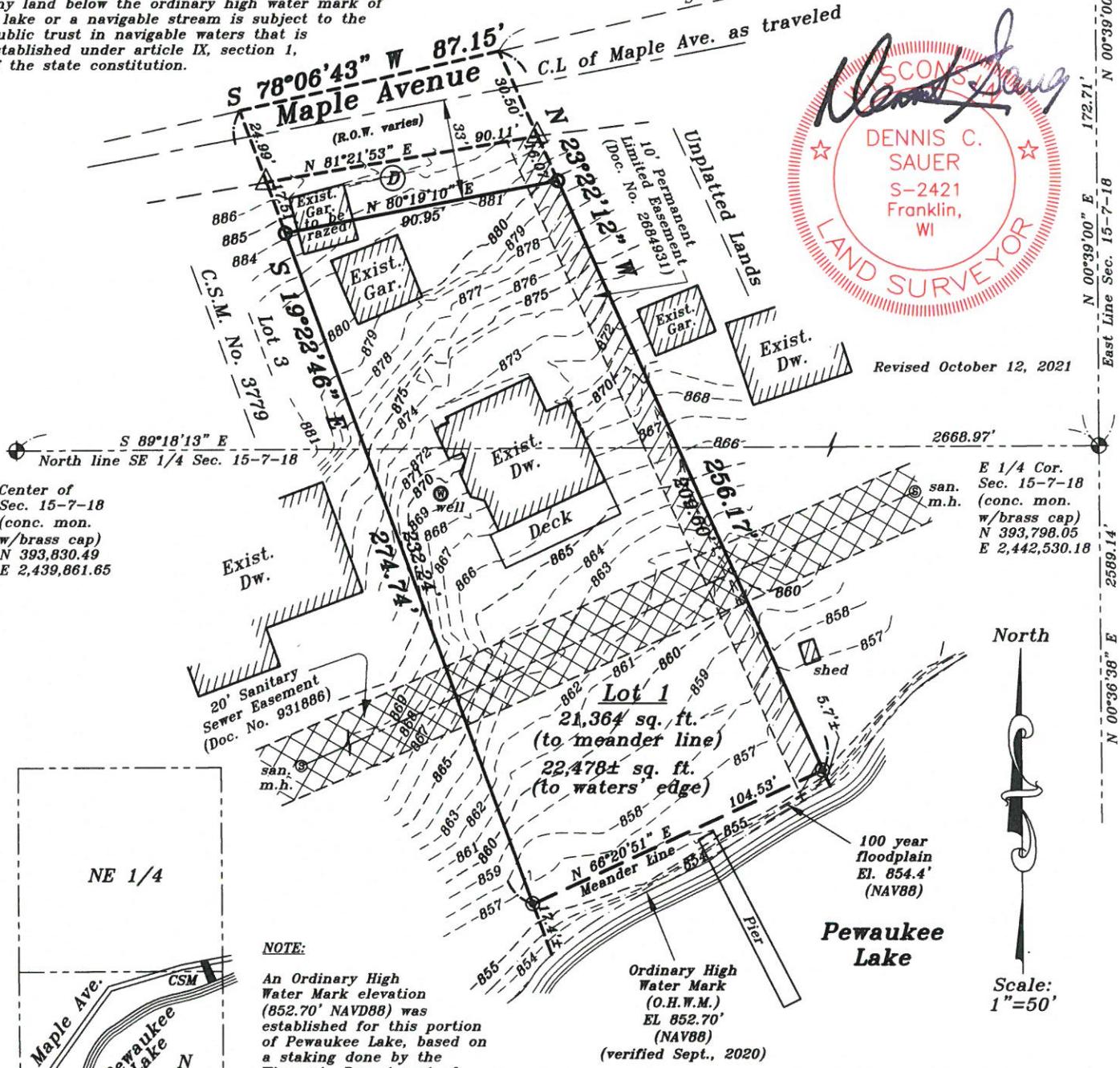
Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD 27)(Nov. 2008), with the North Line of the SE 1/4 of Sec. 15, T7N, R18E having an assumed bearing of N 89°18'13" W.

This entire property is within the Jurisdiction of the Waukesha County Shoreland and Floodland Protection Ordinance.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

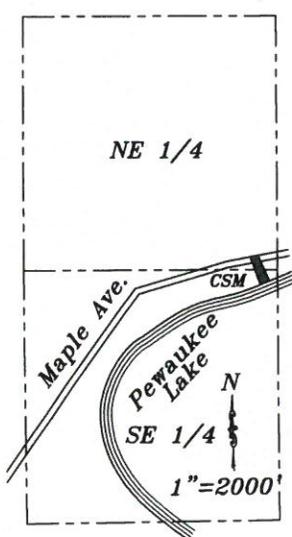


Revised October 12, 2021



Center of Sec. 15-7-18 (conc. mon. w/brass cap) N 393,830.49 E 2,439,861.65

E 1/4 Cor. Sec. 15-7-18 (conc. mon. w/brass cap) N 393,798.05 E 2,442,530.18



Vicinity Map
 NE 1/4 & SE 1/4
 Sec. 15-7-18

NOTE:
 An Ordinary High Water Mark elevation (852.70' NAVD88) was established for this portion of Pewaukee Lake, based on a staking done by the Wisconsin Department of Natural Resources on February 5, 2005 at W289 N3089 Lakeside Dr.

Ordinary High Water Mark (O.H.W.M.) EL 852.70' (NAV88) (verified Sept., 2020)

FLOOD DATA This property is in Zone AE + X of the Flood Insurance Rate Map, Community Panel No. 55133C0178H which has an effective date of November 5, 2014 and IS in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

FEMA 100-Year Flood Elevation=854.4' (NAV88)

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the East 1/4 corner of said Section 15; thence N 00°39'00" E along the East line of said Section 15, 172.71 feet to the North line of Crystal Spring Park Subdivision Extended; thence S 78°06'43" W along said North line extended, 200.14 feet to the Northeast corner of Crystal Spring Park Subdivision; thence continuing S 78°06'43" W along the North line of said Crystal Spring Park Subdivision, 87.15 feet to a point; thence S 19°22'46" E, 274.74 feet to a point on the meander line of Pewaukee Lake; thence N 66°20'51" E along said meander line, 104.53 feet to the East line of said Crystal Spring Park Subdivision; thence N 23°22'12" W along said East line, 256.17 feet to the point of beginning.

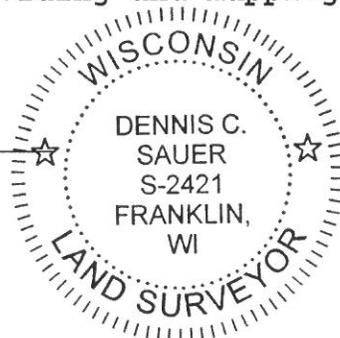
Together with those lands lying between the aforementioned meander line and the waters edge of Pewaukee Lake. Said lands continuing 25,258 square feet to meander line and 26,372 square feet more or less, to the water's edge of Pewaukee Lake.

That I have made such survey, land division and map by the direction of Kevin Scharnek and Tracey Scharnek, husband and wife, owners of said land.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the requirements of the Town of Delafield, City of Delafield and the Waukesha County Department of Parks and Land Use, in surveying, dividing and mapping of the same.

October 12, 2021
Date



Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR: (Agent)
Carl Tomich
N8W22520-L Johnson Dr.
Waukesha, WI 53186
Phone: (262)547-0328

(Owner)
Kevin & Tracey Scharnek
N27 S30037 Maple Ave
Pewaukee, WI 53072-4252

PREPARED BY: Dennis C Sauer
Metropolitan Survey Service
9415 W Forest Home Ave, #202
Hales Corners, WI 53130
Phone: (414)529-5380

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE:

Kevin Scharnek and Tracey Scharnek, husband and wife, owners of said land, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and requirements of the Town of Delafield, City of Delafield and the Waukesha County Department of Parks and Land Use.

WITNESS the hand and seal of said owners this _____ day of _____, 20__.

Kevin Scharnek, Owner

Tracey Scharnek, Owner

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____, Kevin Scharnek and Tracey Scharnek, Owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission Expires: _____

CONSENT OF MORTGAGEE

ONE COMMUNITY BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map and does hereby consent to the above certification of owners.

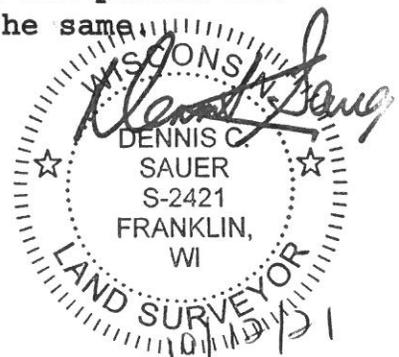
IN WITNESS WHEREOF, the said One Community Bank, has caused these presents to be signed by (Name) _____, (Title) _____, at _____, Wisconsin, this _____ day of _____, 20__.

One Community Bank:

Signed
Print Name and Title: _____

PERSONALLY came before me this _____ day of _____, 20____, _____ (Name), to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Town of Delafield on this _____ day of _____, 20__.

Kevin Fitzgerald, Chairman
Town of Delafield

Dan Green, Town Clerk
Town of Delafield

EXTRATERRITORIAL APPROVAL

APPROVED by the Village of Hartland this _____ day of _____, 20__.

Darlene Igl, Village Clerk

Jeffrey Pfannerstill, Village President

TOWN BOARD APPROVAL

APPROVED by the Town Board of the Town of Delafield on this _____ day of _____, 20__.

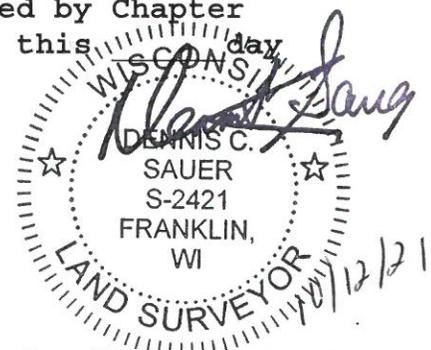
Ronald A. Troy, Chairman
Town of Delafield

Dan Green, Town Clerk
Town of Delafield

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL

The above, which has been filed for approval as required by Chapter 236.34, Wisconsin State Statutes is hereby approved on this _____ day of _____, 20__.

Dale R. Shaver, Director



BASEMENT RESTRICTION - GROUNDWATER

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

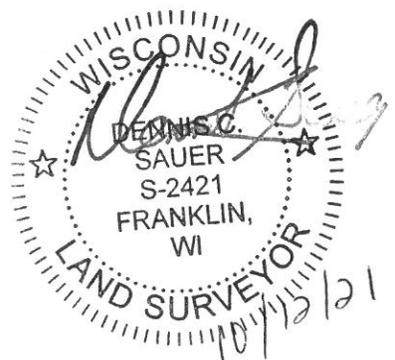
CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

FLOODPLAIN RESTRICTIONS

Those areas identified as a Floodplain Preservation Area on Page 1 of 5 of this Certified Survey Map shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner, and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited, unless grazing is conducted in order to manage invasive vegetation and approval is obtained by the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.



THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421

Village Board Vacancy Options

Following are options that the Village Board may consider in the event there is a vacancy on the Village Board:

1. Village Board may appoint an individual to the vacant seat by majority vote.
Nomination of candidate may be made by Village President and/or Village Trustees.
2. Village Board may opt to leave seat vacant until time of next April election.
3. Village Board may issue a Special Election order per §8.50(1) and schedule Special Election as outlined in §8.50(2).
4. Advertise vacancy to seek candidates and follow predetermined procedure to conduct interviews of all candidates by Village Board. Deliberate upon completion of interviews and conduct a vote on all nominees.
5. Advertise vacancy to seek candidates, conduct an open house forum for candidates followed by interviews conducted by the Village Board, deliberate and conduct vote.

TRUSTEE APPOINTMENT PROCESS PROCEDURES:

- 1) Advertise on the Village website and post notice requesting a letter of interest and resume of individuals interested in serving the remainder of a vacant Trustee term
- 2) No resumes will be accepted after the published deadline
- 3) Schedule Village Board meeting and individual appointment times to interview all candidates
 - Provide copies of all resumes and letters of interest to the Village Board for review before interviews
 - Order of interviews will be alphabetical
 - A waiting room for candidates will be provided
- 4) Conduct interviews in Open Session
 - Village Board asks questions of each candidate using prescribed standard questions
 - Village Board may ask follow-up questions
 - Interviews concluded
 - Candidates will be asked to leave the room after their interview is finished
- 5) Nominations will be accepted from members of the Village Board in Open Session
 - Deliberations occur in Open Session
- 6) Village Board will vote on all nominees by ballot containing the Alderman's name in Open Session
 - Village Board members will write in their name and the name of the candidate for whom they are voting
 - The name of the Village Board member and the name of the candidate of their choice will be announced by the Clerk
- 7) A majority of quorum is required to be elected
- 8) Appointed Village Trustee takes office at the next Village Board meeting

Village Organizations

Department	Organization	Cost	Number of Members
Recreation	National Park and Recreation Association	\$ 175	1
Recreation	Wisconsin Park and Recreation Association	\$ 150	1
Finance	Municipal Treasurers Association of Wisconsin	\$ 60	1
Finance	Wisconsin Government Finance Officers Association	\$ 25	1
Finance	Government Finance Officers Association	\$ 170	1
Library	American Library Association	\$ 198	1
Library	Wisconsin Library Association	\$ 177	1
Library	Wisconsin Library Association	\$ 87	1
Library	Kiwanis of Greater Hartland ("Friend")	\$ 30	1
Administration	Wisconsin Municipal Clerk Association	\$ 65	2
Administration	International Institute of Municipal Clerks	\$ 175	1
Administration	Kiwanis of Greater Hartland	\$ 125	1
Police	International Association of Chiefs of Police	\$ 167	1
Police	Wisconsin Chiefs of Police Association	\$ 130	1
Police	Wisconsin Chiefs of Police Association	\$ 80	2
Police	Waukesha County Police Chiefs Association	\$ 75	1
Police	Waukesha County Police Chiefs Association	\$ 50	1
Police	FBI National Academy Associates	\$ 110	1
Police	Wisconsin Law Enforcement Accreditation Group	\$ 650	Whole PD
Police	International Association for Property and Evidence	\$ 50	1
Police	Homeland Security Membership through the National Sheriff's association	\$ 53	1
Police	International Association of Chiefs of Police	\$ -	1
DPW	American Water Works Association	\$ -	8
DPW	Wisconsin Rural Water Association	\$ 520	8
DPW	American Public Works Association	\$ 390	1
DPW	Tri-County Water Association	\$ 100	8
Fire	Wisconsin EMS Association	\$ 725	32
Fire	Wisconsin State Fire fighters Association	\$ 900	36
Fire	Wisconsin State Fire Chiefs Association	\$ 380	4
Fire	Waukesha County Fire Chiefs Association	\$ 274	4
Fire	Wisconsin State Fire Inspectors Association		4

1 **ARTICLE I - PURPOSE OF AGREEMENT**

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

7 **ARTICLE II - RECOGNITION**

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

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

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

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

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

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

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

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

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

3 NAME _____ DATE _____
4 WITNESS _____ DATE _____ "

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

12
13 **ARTICLE III - MANAGEMENT RIGHTS**

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

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

1 F. Change existing methods or facilities.

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

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

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

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

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

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

21
22 **ARTICLE V - WAGES AND COMPENSATION**

23 **Section 5.01 - Wage Scale:**
24
25
26
27
28

1

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

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

2

January 1, 2020 (2.0% on the hourly wage rate)

Patrol Officer	Approximate Annual Wage	Approximate Biweekly Wage	Hourly Wage
Non-Certified Officer	\$33,952.93	\$1,305.88	\$16.7503
Starting	\$60,312.42	\$2,319.71	\$29.7545
After 1 year	\$65,823.85	\$2,531.69	\$32.4735
After 2 years	\$71,338.61	\$2,743.79	\$35.1942
After 3 years	\$76,849.64	\$2,955.76	\$37.9130
After 4 years	\$82,362.94	\$3,167.81	\$40.6329
Detective	\$85,939.22	\$3,305.35	\$41.3169

3

4

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

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

5

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

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

2
3 **Section 5.02 - Pay Period:** Wage and benefit payments shall consist of equal biweekly
4 payments. The paychecks of each officer shall be paid on alternate Fridays.

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

8
9 **ARTICLE VI - WORK WEEK AND WORK DAYS**

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

14 6:00 a.m. to 2:20 p.m.

15 2:00 p.m. to 10:20 p.m.

16 10:00 p.m. to 6:20 a.m.

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

1 **Section 6.02:**

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

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

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

1 **ARTICLE VII - SHIFT SELECTION**

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

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

8 **Section 7.02**

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

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

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

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

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

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

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

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

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

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

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

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

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

23
24 **ARTICLE VIII - OVERTIME**

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

26 A. Any officer that is required to perform work in excess of eight (8) hours and twenty
27 (20) minutes in any regularly scheduled work day shall be compensated at the rate
28 of time and one-half (1-1/2) the officer's regular hourly rate including any

1 Longevity or Education pay. Overtime will be paid biweekly. Overtime will be
2 authorized only by the Chief of Police or the Chief's designee.

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

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

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

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

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

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

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

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

11 A. The Association recognizes the need for maintaining adequate police protection
12 for the Village and agrees that these overtime compensatory days off shall be
13 taken only with the approval of the Chief of Police or his designee.

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

16 C. The Chief of Police or the Chief's designee shall keep an account record of a
17 compensatory time bank for each officer. Overtime worked, which an officer shall
18 designate as compensatory time, up to thirty-three and one third (33.3) hours,
19 shall be placed into the compensatory time bank at the rate of time and one half
20 (1-1/2). Officers shall be able to use up to 7 days of compensatory time off
21 annually. Any additional overtime worked shall be paid out at the Officer's
22 overtime rate and will not regenerate the compensatory time bank. At the end of
23 each pay period, overtime in excess of that in the bank shall be paid out to the
24 officer. Any accrued compensatory time that is not used will be paid out in January
25 of the following year at the previous year's pay rate. No time shall be carried over
26 to the following year. Compensatory time off may be taken in increments of not
27 less than two (2) consecutive hours at either the beginning or end of a shift.
28 Officers shall request the use of compensatory time off at least forty-eight (48)

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

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

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

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

18 **Section 8.05 – Seniority – Vacant Shifts/Overtime with less than 24 hours' notice:** If
19 the vacancy has a duration of four hours or less and is contiguous to the shift of an officer(s)
20 currently on-duty or contiguous to the shift of an officer who will be coming on duty, the hours
21 will be offered to the currently on-duty officer(s) by seniority (e.g. Vacancy of 2:00 pm – 6:00 pm
22 offered to on-duty day team officers) or the oncoming officer(s) by seniority (e.g. Vacancy of 6:00
23 pm – 10:00 pm offered to oncoming late team officers).

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

1 time.

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

7 C. For purposes of this section, "emergency" is defined as that situation which presents
8 a threat to life, limb or serious damage to public and private property. This section
9 shall not be abused to the extent that shift privileges accorded seniority employees in
10 a given classification would be lost.

11
12 **ARTICLE IX - EDUCATIONAL INCENTIVE PAY**

13 **Section 9.01:** Employees covered by this agreement, who have acquired credits earned
14 from an accredited college or university, shall be compensated at the rate of one dollar and fifty
15 cents (\$1.50) per credit earned, per month, to a maximum of one hundred dollars (\$100.00) per
16 month. This payment shall be made biweekly. Effective for employees covered by this agreement
17 hired after January 1, 2019, such payment shall be applicable only to credits earned beyond the
18 minimum required to qualify as a Police Officer for the Village of Hartland. Non-Certified Officers
19 do not qualify for educational incentive pay.

20
21 **ARTICLE X - UNIFORM REPLACEMENT AND MAINTENANCE**

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

25 1 Winter Uniform (including e.g., 1 coat, 2 pairs of uniform trousers, 2 long sleeve
26 shirts, 1 knit uniform hat, 2 long sleeve insulating T-Shirts).

27 1 Summer Uniform (including e.g., 2 pair of uniform trousers, 2 short sleeve shirts).

28 1 Dress Hat

1 Holster

1	1 Raincoat and Hat Cover	2 Outer Badges
2	2 Uniform Ties	1 Hat Badge
3	1 Hand Gun	1 Wallet/ID Badge
4	1 Gunbelt	2 Nameplates
5	1 Pair of Handcuffs	2 ID/Photocard
6	1 Handcuff Case	2 HPD Collar Pins
7	2 Magazines and Pouches	1 Duty Bag
8	1 Armor Vest and Vest Carrier	Handgun Ammunition
9	1 Personal Protection	1 Pair Shooter's glasses
10	Equipment Kit (including TB mask)	1 Riot Helmet
11	1 Firearms Hearing Protection	1 HPD Tie Clasp
12	2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)	
13	1 Flashlight	1 Weapon Light (if desired)
14	1 Whistle and Lanyard	1 Pair of Duty Boots
15	1 Earpiece for Radio (if desired)	

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

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

26	All Handgun Ammunition	2 HPD Collar Pins
27	1 Personal Protection Equipment Kit (including TB mask)	
28	2 Defensive Weapons (1 OC spray container and 1 expandable metal baton)	

1	1 Hand Gun	1 Hat Badge
2	1 Gunbelt	1 Wallet/ID Badge
3	1 Pair of Handcuffs	2 ID/Photocard
4	1 Handcuff Case	2 Magazines and Pouches
5	2 Outer Badges	1 Firearms Hearing Protection
6	1 Holster	1 Riot Helmet
7	1 Pair Shooter's Glasses	1 Weapon Light
8	1 HPD Tie Clasp	

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

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

18 **Section 10.03 - Uniform and Equipment Allowance:** After one (1) year of employment,
19 each officer shall have an amount set aside with the Village Treasury to be drawn for uniform
20 replacement and maintenance, as needed on a voucher system, but not to exceed five hundred
21 dollars (\$500.00). Payment shall be made only upon submission of bills or receipts to the Village.
22 A bank shall be created, and officers shall be allowed to carry over up to four hundred dollars
23 (\$400.00) per year, but they shall not be allowed to maintain any more than nine hundred dollars
24 (\$900.00).

25 ~~Officers shall be allowed to use the Uniform and Equipment Allowance to purchase an~~
26 ~~off-duty firearm once every ten (10) years. The purchase of an off-duty firearm must be pre-~~
27 ~~approved by the Chief of Police. It is understood that the off-duty firearm is property of the~~
28 ~~Village of Hartland. If an officer is terminated or leaves due to a termination agreement, the~~

1 ~~officer's off-duty weapon shall be returned to the Village. If an officer resigns on his own accord~~
2 ~~prior to retirement, the officer shall have the option to purchase the off-duty weapon at the then~~
3 ~~current market value. If the officer retires from the Police Department under the terms and~~
4 ~~conditions set forth under the Wisconsin Retirement System, ownership of the off-duty weapon~~
5 ~~shall transfer from the Village to the officer without any cost. Officers who have completed their~~
6 ~~probationary period shall be allowed to use the Uniform and Equipment Allowance to purchase~~
7 ~~an off-duty firearm once every ten (10) years. The purchase of an off-duty firearm must be pre-~~
8 ~~approved by the Chief of Police. The off-duty firearm is property of the officer for their use in an~~
9 ~~off-duty capacity.~~ The replacement of uniform or equipment items, including footwear, because
10 of wear and/or condition, except for firearms, handcuffs, or defensive weapons, can be made by
11 the choice of a member or by the Chief of Police. All draws over \$500 against this clothing
12 allowance account shall be preceded by a purchase order made out to the designated Police
13 Department supplier. Payment to the supplier shall be made by the Village Clerk only after receipt
14 of a Voucher having a copy of the supplier's bill attached. If the non-list vendor will not accept a
15 Village Purchase Order and recognize the Village's sale tax exempt status, the sales tax will be
16 deducted from the officer's clothing allowance account. All shipping and handling charges will
17 also be deducted from the officer's clothing allowance account. Anytime the Chief of Police shall
18 designate a uniform change, such as color or type of uniform or patches, the Village shall pay
19 each officer the amount necessary to replace the officer's present uniform items which are in a
20 serviceable condition, if the Chief of Police orders a change to the new uniform article. This
21 section does not apply to an order from the Chief of Police to an officer to replace a uniform or
22 equipment item because of its worn, unserviceable condition. The uniform and equipment
23 allowance shall primarily be for uniform or work purposes and cannot be used to purchase an
24 item of general clothing which would not be commonly found at a police supply store.

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

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

28 The full bank will be available to officers as of January 1 of each year as needed pursuant

1 to the above requirements. An officer who retires, resigns or is dismissed during the year shall
2 have any excess uniform allowance money spent in excess of the officer's prorated bank
3 deducted from the officer's Termination of Employment Compensation (Article XIX).

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

14
15 **ARTICLE XI - HOSPITALIZATION, DENTAL & SURGICAL CARE INSURANCE**

16 **Section 11.01 - Hospitalization, Dental and Surgical Care Insurance:** The Employer shall
17 provide hospitalization and surgical care insurance through the State of Wisconsin Health. The
18 Village shall offer the Wisconsin Public Employers' Group Health Insurance Deductible HMO
19 Option - Deductible Standard Plan. The Village may from time to time, change the insurance
20 carrier or self-fund health care benefits if it elects to do so provided the coverage afforded
21 officers is equivalent or comparable. The Village shall notify the Association in writing at least
22 thirty (30) days prior to any change in carrier. If the Village elects to change insurance carrier,
23 the officer contribution for health insurance will be frozen at the amount the officer would have
24 paid if the Village had remained in the State of Wisconsin Health Plan. Officer contributions will
25 remain frozen for the remaining term of this Agreement.

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

28 Employees shall pay twelve (12.0%) percent of the cost of the lowest cost qualified plan

1 in the service area plus the difference between the amount paid by the employer and the full
2 cost of the plan selected through payroll deduction. The Village shall contribute \$500.00 per year
3 into a flexible spending account for each officer who selects the single plan and \$1,000.00 per
4 year into a flexible spending account for each officer who selects the family plan.

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

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

14
15 **ARTICLE XII - LONG TERM DISABILITY INSURANCE**

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

19
20 **ARTICLE XIII - LIFE INSURANCE**

21 **Section 13.01:** The Village shall provide and maintain term life insurance on the lives of
22 all officers of the Police Department in an amount equal to the officers' gross amount of earnings,
23 which if not in even thousands, is increased to the next higher thousand.

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

1 **ARTICLE XIV - VACATION**

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

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

- 6 1. Officers taking vacation days in blocks of four (4) or more working days will
7 be granted such vacation so long as not more than a total of two (2) officers
8 from the requesting officer's shift are known to be absent at any one time
9 at the time the vacation days are requested, unless otherwise authorized
10 by the Chief of Police or the Chief's designee.
- 11 2. The officer must designate the choice of vacation periods in writing to the
12 Chief or the Chief's designee not later than April 1st of each year. Any
13 officer failing to do so shall forfeit any seniority rights of vacation choices.
- 14 3. All officers shall have the option of taking vacation days in increments of
15 not less than four (4) hours with the approval of the Chief of Police or the
16 Chief's designee. These requests shall be given to the Chief of Police or the
17 Chief's designee at least forty-eight (48) hours in advance of the vacation
18 time being requested. The Chief of Police or designee may waive the forty-
19 eight (48) hour requirement.
- 20 4. In the case of a conflict of two (2) or more officers requesting the same
21 time period for vacation, the officer with the greatest length of service
22 shall have preference. In the case of two (2) officers having the same length
23 of service requesting the same vacation period, a flip of the coin will
24 resolve the conflict initially, and in succeeding years, the matter, if
25 recurring, shall be resolved on a rotating basis, i.e., the officer losing the
26 first conflict shall be granted the first choice the next year.
- 27 5. Payment may not be taken in lieu of vacations. Payout of unused vacation
28 time will not be made except at separation.

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

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

3
4 7. For Officers of the Police Department hired after 1-1-16, the following
5 vacation accrual schedule shall apply:

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

6
7 8. Officers who take vacation in the first half of the shift would commence
8 their vacation at 6:00 a.m., 2:00 p.m. or 10:00 p.m., whichever is
9 appropriate for the shift they are working. If the employees take their
10 vacation on the second half of the shift, the vacation would commence at
11 10:10 a.m., 6:10 p.m. or 2:10 a.m., whichever is appropriate for the shift
12 they are working. Any reference to a day's pay throughout the collective
13 bargaining agreement will reflect eight (8) hours and twenty (20) minutes.

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

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

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

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

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

- 14 A. Release the probationary officer from that status and continue the officer's
15 employment as an officer of the Police Department.
- 16 B. Continue the probationary period for a time not to exceed six (6) months.
- 17 C. Terminate the probationer's employment for any reason without recourse to the
18 grievance procedure.

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

21 **Section 18.01 - Sick Leave:**

- 22 A. Each officer of the Police Department, from the time of hiring, shall be granted
23 twelve (12) days of sick leave per year of employment, which sick leave shall
24 accrue at a rate of one (1) day per month with the first payroll of the month.
- 25 B. Unused sick leave may be accumulated to a maximum of one hundred seventy-
26 two (172) days. An amount equal to fifty percent (50%) of a retiree's accumulated
27 sick leave time not to exceed 600 hours paid at the rate of pay in effect at the time
28 of retirement may be used to provide a fund which shall be used to pay the health

1 insurance premiums for the retiree until the fund is exhausted.

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

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

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

13 **Section 18.02 - Bereavement Leave**

14 A. In the event of death in the immediate family, an employee shall be allowed up to
15 a maximum of three (3) working days of paid Funeral Leave when approved by the
16 Chief of Police or his/her designee. Immediate family is defined as an employee's
17 spouse, children, grandchildren, stepchildren, parents, stepparents,
18 grandparents, brothers, sisters, and spouse's parents.

19 B. Bereavement leave for brothers- or sisters-in-law, sons- or daughters-in-law shall
20 be one (1) day. Additional leave may be granted if deemed acceptable by the Chief
21 or his/her designee. These additional leave days will be deducted from the
22 employee's accrued sick leave, compensatory leave, vacation leave, holiday bank
23 or shall be taken as leave without pay.

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

28

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

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

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

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

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

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

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

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

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

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

1 duty.

2 **Section 18.05 - Military Leave:**

3 A. If an officer of the Police Department is called to active duty with the Armed Forces
4 of the United States, the officer shall be granted a leave of absence from the Police
5 Department for the period of time the officer is required to serve in the Armed
6 Forces.

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

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

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

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

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

1 **Section 18.06 - Holidays:**

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

4 1. The Association recognizes the need for maintaining adequate Police
5 protection for the Village and the Association agrees that these holidays
6 shall be taken only with the permission of the Chief of Police or the Chief's
7 designee.

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

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

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

19
20 **ARTICLE XIX - TERMINATION OF EMPLOYMENT COMPENSATION**

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

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

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

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

1 **ARTICLE XX - RULES OF CONDUCT AND MAINTENANCE OF EQUIPMENT**

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

5 A. The Village agrees that the Chief of Police, exclusive of emergency circumstances
6 or when it is impractical to do so, will ensure that all members of the Police
7 Department understand changes in the rules of conduct of the Hartland Police
8 Department before they are implemented. The Association and the Village agree
9 to cooperate and work together to identify and implement changes in areas where
10 improvement in the delivery of law enforcement services can be achieved.

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

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

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

26
27 **ARTICLE XXI - GRIEVANCE PROCEDURE**

28 **Section 21.01:** Disciplinary actions shall not be subject to the grievance/arbitration

1 procedures. Such actions may be appealed to the Police and Fire Commission under Section
2 61.65(3g) Wis. Stats.

3 **Section 21.02 - Grievance Steps:**

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

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

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

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

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

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

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

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

1 grievance to arbitration.

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

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

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

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

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

24 B. Time limits set forth in the Grievance Procedure may be extended by mutual
25 agreement, of the respective persons and/or parties involved, and such variance
26 as may be requested by either side shall not be unreasonably denied. All time limit
27 extension requests shall be in written form, and shall state the reason for the
28 extension. All reference to days in this article shall be Monday through Friday,

1 excluding Saturdays, Sundays and holidays.

- 2 C. An Association representative may accompany the grievant at any step in the
3 grievance procedure.

4
5 **ARTICLE XXII - SENIORITY**

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

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

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

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

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

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

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

1 to participate in the testing procedure.

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

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

7 1. Cardiovascular Endurance (1.5 mile run)

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

11
12 2. Upper Body Strength (push-ups):

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

19
20 3. Abdominal Strength

- 21 a. Feet restrained
22 b. Knees bent at 90 degrees
23 c. Hands overlapped behind the head
24 d. Elbows break the plane of and touch the knees each time
25 e. Shoulder blades touch floor each time (the head does not need to touch)
26 f. Rest is only in the up position (elbows touching the knees)
27 g. One minute time limit to complete the test
28 h. 30 sit-ups or more within limit will count as a passing grade

29
30 4. Anaerobic Power (Vertical Jump)

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

37
38
39

1 5. Anaerobic Power (300 Meter Run)

- 2 a. Test will be conducted on a circular track or other suitable area
3 b. Each participant will be timed for a distance of 300 meters
4 c. A time of 66 seconds or less will count as a passing grade
5

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

8 G. An employee who attains a passing grade in all five events shall receive
9 \$5400.00. Employees who do not pass all events, shall receive \$50.00 for each test completed
10 with a passing grade. This will be paid to the officer on the next paycheck following the Physical
11 Fitness Testing. Employees with a previous balance in their Physical Fitness account shall deplete
12 their balance by 01/01/2024. This reimbursement should be used towards physical fitness related
13 expenses; however, proof of how the funds were spent will not be required.

14 For fund balances accrued prior to 01/01/2022, This the reimbursement will be used
15 towards physical fitness related expenses to include, but not be limited to, health club
16 memberships, exercise equipment, running shoes, martial arts, physical fitness medical
17 evaluations not covered by health insurance and any other fitness related expenses as deemed
18 appropriate by the Chief of Police or his designee. The reimbursement may not be taken in cash.
19 Officers shall be allowed to carry over any money that remains in his/her account at the end of
20 each calendar year. There shall be no maximum accumulation.

21 H. Physical Fitness Testing Compensation: Each employee who voluntarily
22 participates in the physical fitness testing shall be entitled to one (1) hour of pay at straight time
23 in cash, if the employee participates in the testing procedure while off duty. Employees who
24 participate in the voluntary physical fitness testing shall be considered on duty and eligible for
25 workers compensation if they incur an injury. However, the Employer and the Association agree
26 that any preparation for the actual test will not be considered on duty time and, as such, will not
27 qualify an employee for workers compensation if they sustain an injury during their regular off
28 duty workouts.
29

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

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

9
10 **ARTICLE XXIV - NON-DISCRIMINATION**

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

14
15 **ARTICLE XXV - NO STRIKE CLAUSE**

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

22 **Section 25.02:** Upon notification by the Village to the Association that certain of its
23 members are engaged in a violation of this provision, the Association shall immediately in writing
24 order such members to return to work, provide the Village with a copy of such an order, and a
25 responsible official of the Association shall publicly order them to return to work. In the event
26 that a strike or other violation not authorized by the Association occurs, the Association agrees
27 to take all reasonable, effective and affirmative action to secure the members' return to work as
28 promptly as possible. Failure of the Association to issue the orders and take the action required

1 herein shall be considered in determining whether or not the Association caused or authorized
2 the strike.

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

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

8
9 **ARTICLE XXVI - SAVINGS CLAUSE**

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

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

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

23
24 **ARTICLE XXVII - ENTIRE MEMORANDUM**

25 **Section 27.01:** The Village and the Association for the life of the Agreement, each
26 voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be
27 obligated to bargain collectively with respect to any subject or matter specifically referred to or
28 covered in this Agreement.

1 **ARTICLE XXVIII - GENDER**

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

4
5 **ARTICLE XXIX - TERM OF AGREEMENT**

6 **Section 29.01:** This Agreement shall become effective on January 1, 20~~22~~¹⁹, and shall
7 remain in full force and effect until and including December 31, 202~~6~~¹. Either party wishing to
8 reopen the contract shall notify the other party by no later than September 1st of the year in
9 which the contract expires. Thereafter the parties shall mutually agree to a date to exchange
10 proposals.

Dated this _____ of _____, 2021.

VILLAGE OF HARTLAND

**HARTLAND PROFESSIONAL POLICE
ASSOCIATION**

Village President

President

Village Clerk

Vice President

Village Administrator

LAW, Inc. Representative

VILLAGE OF HARTLAND AND HARTLAND PROFESSIONAL POLICE ASSOCIATION
WAGE ADJUSTMENTS

FY 20230, FY 2024, FY 2025, and FY 2026-and-FY 2021

During the course of negotiations over the 20~~2219~~-2~~61~~ collective bargaining agreement, representatives of the parties agreed that wage adjustments, if any, would be determined by the parties after consideration and discussion of the “state of the union” in Hartland and through the following procedures:

1. For 20230
 - A. The Village Administrator and other designated Village representatives will present information to the Association president and other Association representatives concerning the proposed revenue and expense budgets for the Village for 202~~30~~, and such other information as the Village may deem relevant to its financial situation.
 - B. The presentation will also contain a proposal of the Village for wage ~~and/or insurance~~ adjustments for fiscal year 2020.
 - C. The presentation shall be made on or before October 1, 20~~2219~~, or such later date as the parties may mutually agree.
 - D. The Association representatives shall have the right to ask such questions as they deem appropriate and request additional information from the Village relative to the presentation and/or proposal. Discussion concerning the information presented and/or the proposal shall be encouraged.
 - E. The Association shall meet with its members to consider the information presented and the proposal, and shall respond to the proposal not later than two (2) weeks after it is presented, unless the parties agree to another timetable. The response of the Association may be to accept, reject, or to submit a counter-offer to the proposal.
 - F. If the parties are unable to agree on wage ~~and/or insurance~~ adjustments for 202~~30~~ by October 30, 20~~2219~~, they will submit a joint request for mediation to the Wisconsin Employment Relations Commission (WERC).

- G. If the parties are unable to agree on wage and/or insurance adjustments for 2023~~0~~ following a reasonable period of mediation, but not later than November 30, 2023~~19~~, the parties will file a joint petition for arbitration of their dispute. Arbitration will be interest arbitration under Chapter 111.77 of the Wisconsin Statutes. The parties may agree to arbitrate wages for 2023~~0~~, 2024, 2025 and 2026~~1~~. If the parties ~~shall be unable to~~ agree to arbitrate 2023~~0~~ only, ~~they shall arbitrate both 2020 and 2021.~~
2. For 2023, 2024, 2025, and 2026~~1~~
- A. Wage adjustments, if any, for future fiscal years ~~2021~~ will be determined using the same process as referenced above.
3. This agreement details a process for determining wage adjustments for 2023, 2024, 2025 ~~0~~ and 2026~~1~~ only. This agreement shall expire on December 31, 2026~~1~~, and upon said expiration, shall not serve as the status quo between the parties. This agreement does not set a precedent, and is not considered past practice of the parties. Expiration of this agreement shall not affect any arbitration process underway prior to this date.
4. Disputes concerning the process detailed in this agreement shall be resolved by representatives of the parties.

Dated this ___ day of December, 2021~~19~~

VILLAGE OF HARTLAND

**HARTLAND PROFESSIONAL POLICE
ASSOCIATION**

Village President

President

Village Clerk

Vice President

Village Administrator

LAW, Inc. Representative

AGREEMENT

Between The

VILLAGE OF HARTLAND

And The

LABOR ASSOCIATION OF WISCONSIN, INC.

For and On Behalf of The

HARTLAND PROFESSIONAL POLICE ASSOCIATION

Local 301

January 1, 20~~22~~19 - December 31, 202~~6~~1

Original: ~~October 1, 2021~~January 4, 2021
Reopener: September 1, 202~~6~~1

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Village of Hartland Server Project High-Level Goals

1. State of Wisconsin/CJIS need to separate the Police Department from the rest of the village
 - a. Can be on same hardware
 - b. Respective servers (VMs) and Active Directory's need to be configured in such a way that the Village cannot talk to the Police Department side of the network
2. Bringing backups in house (easier CJIS requirements as everything is within Village controlled facilities)
 - a. Backup would be local and replicated to DPW or Fire Department
 - b. Local backups would be stored on a separate device. These would primarily be for file recovery
 - c. Remote backups (replication) would be in a usable state (server could run from a remote site) on a disaster recovery server.
 - d. Existing Village server would be repurposed to function as the disaster recovery server.
3. Licensing is increased because there are more VMs (servers)

Server Hardware

Description		Price	Qty	Ext. Price
HPE ProLiant DL380 Gen10 Server Intel Xeon-G 6248R 24-Core (3.00GHz 35.75MB) 32GB (1 x 32GB) PC4-2933Y DDR4 RDIMM 8 x Hot Plug 2.5in Small Form Factor Smart Carrier Smart Array S100i SATA NC No Optical 800W 3yr Next Business Day Warranty		\$8,999.00	1	\$8,999.00
HPE 32GB Dual Rank x4 DDR4-2933 Registered Memory		\$1,550.00	3	\$4,650.00
HPE P408i-a SR Gen10 2-ports SAS Controller Module		\$685.00	1	\$685.00
HPE iLO Advanced Electronic License with 3yr Support on iLO Licensed Features		\$460.00	1	\$460.00
HPE 96W Smart Storage Battery with 145mm Cable		\$138.00	1	\$138.00
HPE 1.8TB 12G 10k rpm HPL SAS SFF (2.5in) Smart Carrier 3yr Wty 512e Digitally Signed Firmware Hard		\$1,140.00	6	\$6,840.00
HPE 800W Flex Slot Platinum Hot Plug Power Supply		\$370.00	1	\$370.00
HPE Ethernet 1Gb 4-port 331T Adapter		\$350.00	1	\$350.00
HPE 3 Year Tech Care Essential Support - Extended Service Agreement Parts & Labor, 24x7 with 4 Hour Response		\$3,200.00	1	\$3,200.00
			Subtotal:	\$25,692.00

Server Licensing

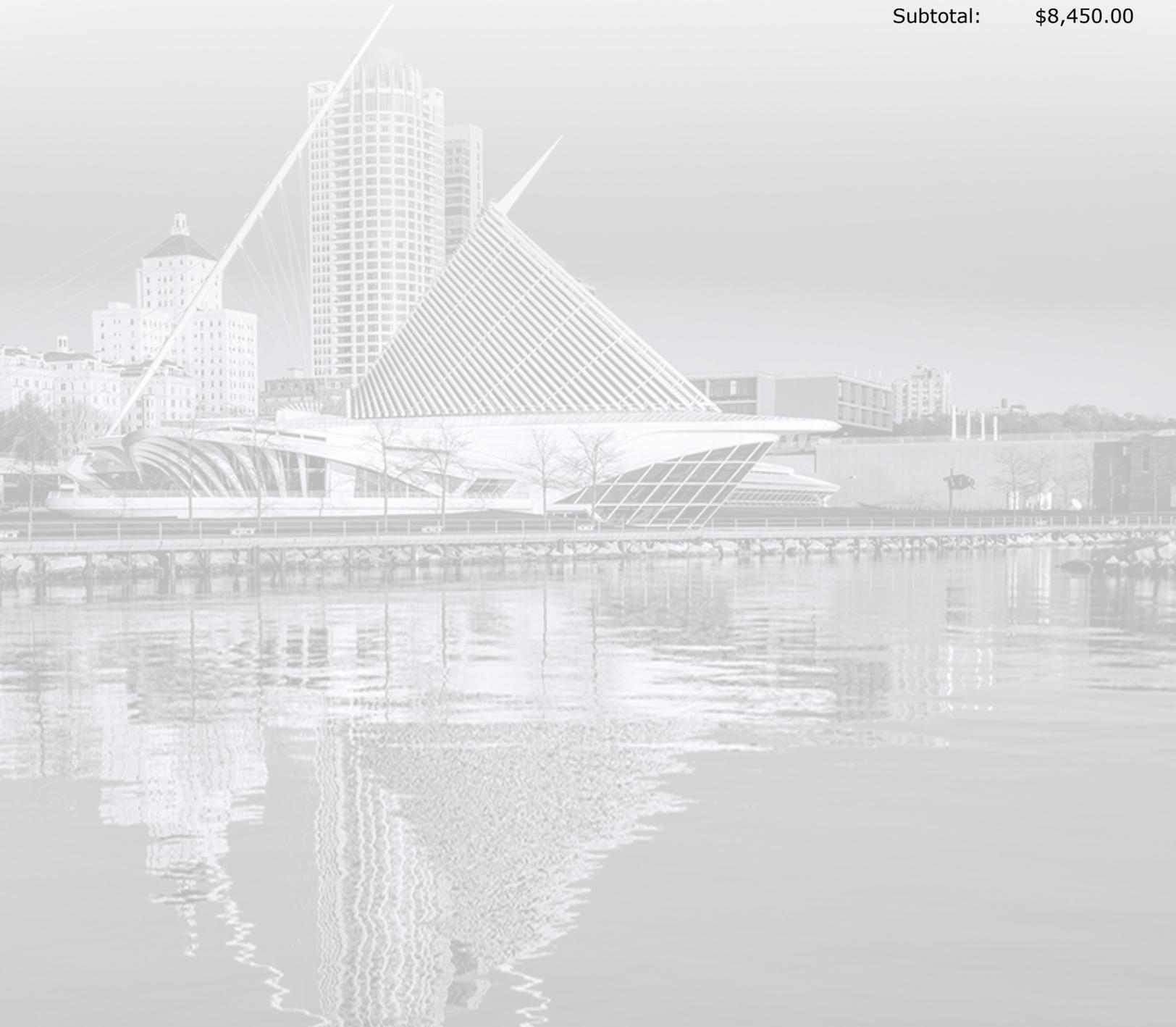
Description	Price	Qty	Ext. Price
Microsoft Windows Server 2019 Standard License - 2 Core Note: Minimum 16 cores	\$123.00	36	\$4,428.00
Microsoft Windows Server 2019 License - 1 User CAL	\$45.00	50	\$2,250.00
Microsoft SQL Server 2019 Standard License - Volume - Microsoft Open License	\$899.00	1	\$899.00
Microsoft SQL Server 2019 License - 1 User CAL - Volume - Microsoft Open License	\$209.00	10	\$2,090.00
Microsoft Windows Remote Desktop Services 2019 License 1 User CAL	\$132.00	3	\$396.00
Subtotal:			\$10,063.00

Data Backup

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Onsite Hardware					
Synology DS920+ - Intel Celeron J4125 Quad-core (4 Core) 2.70 GHz - 4 x HDD Supported - 48 TB Supported Supported HDD Capacity - 6 x SSD Supported - 4GB RAM DDR3L SDRAM - Serial ATA Controller - RAID 0, JBOD, RAID 1, RAID 6, RAID 10, RAID 5 - 3 Year Warranty	\$0.00	\$650.00	2	\$0.00	\$1,300.00
					
Seagate IronWolf Pro 10TB Hard Drive	\$0.00	\$329.00	4	\$0.00	\$1,316.00
					
Subscription Licenses					
Acronis Virtual Server Backup Agent Subscription • 1 Virtual Server • 1 Month	\$40.00	\$0.00	4	\$160.00	\$0.00
				Monthly Subtotal:	\$160.00
				Subtotal:	\$2,616.00

Services

Description	Price	Qty	Ext. Price
Estimated Installation & Configuration: 65 Hours Time & Materials	\$130.00	65	\$8,450.00
<i>Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service.</i>			
Subtotal:			\$8,450.00





2022 Budget Items

Quote Information:

Quote #: KB009242

Version:

Delivery Date:

Expiration Date:

Prepared for:

VOH - Village Hall

210 Cottonwood Avenue

Hartland, WI 53029

Ryan Bailey

(262) 367-2714

ryanb@villageofhartland.com

Prepared by:

Ontech Systems Inc.

Keegan Bolstad

(262) 522-8560

keegan@ontech.com

Quote Summary

Description	Amount
Server Hardware	\$25,692.00
Server Licensing	\$10,063.00
Data Backup	\$2,616.00
Services	\$8,450.00
Total:	\$46,821.00

Monthly Expenses Summary

Description	Amount
Data Backup	\$160.00
Monthly Total:	\$160.00

For full quote view with product descriptions, warranty information and disclaimers, please review PDF.

Quote is valid for 15 days. Prices are subject to change. You will be notified if this would affect your quoted items.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Note: Please do not pay from quote, invoice to follow.

Ontech Systems Inc.

VOH - Village Hall

Signature:

A rectangular box containing the handwritten initials 'KB' in black ink, positioned above a horizontal line.

Name: Keegan Bolstad

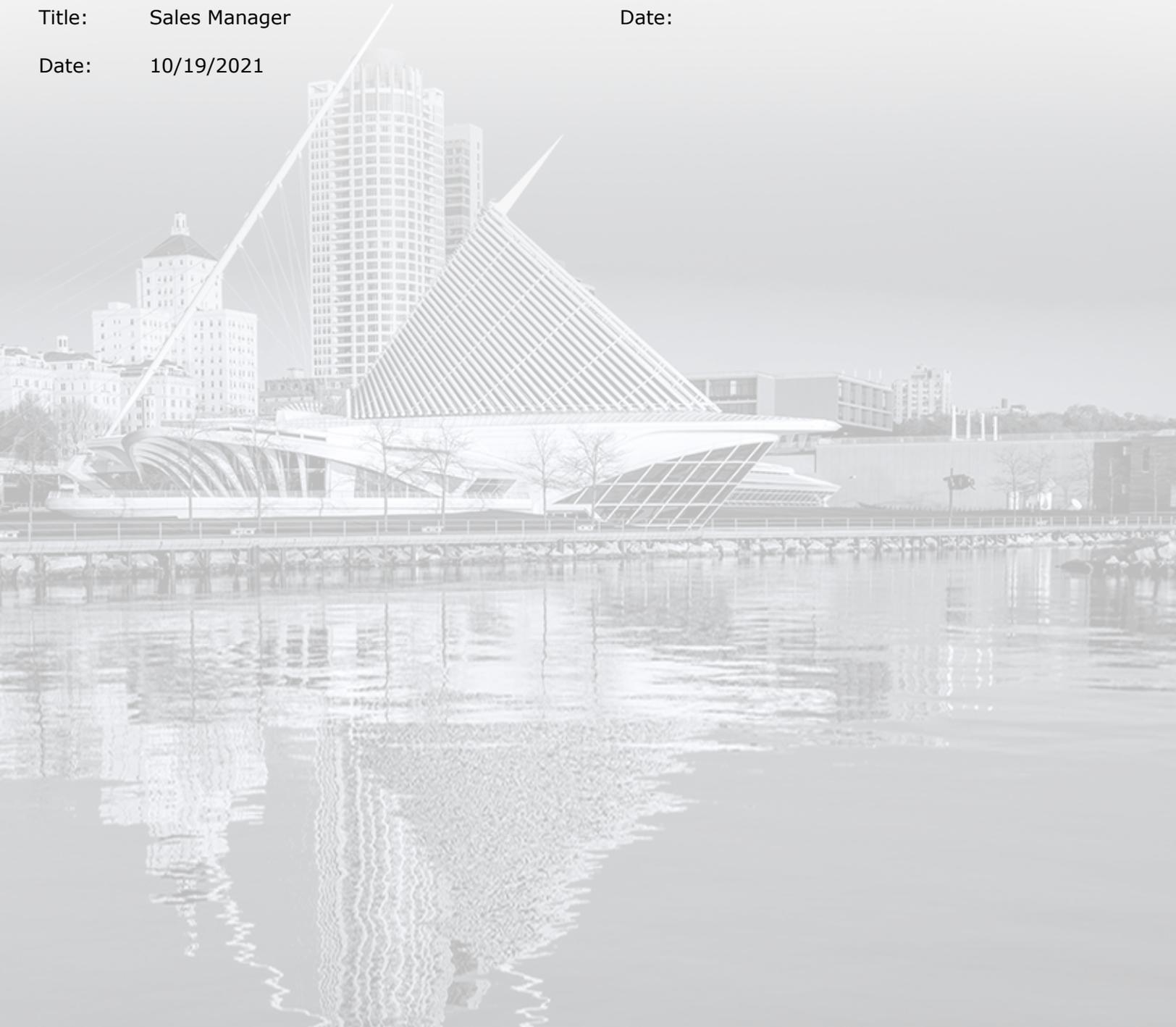
Title: Sales Manager

Date: 10/19/2021

Signature:

Name: Ryan Bailey

Date:





**Village of Hartland
Administration**

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

Committee: Village Board	Date: October 18, 2021
Village Board Item Number:	Date: October 25, 2021
Submitted By: Kelli Yogerst, Recreation Director	Presenter: Kelli Yogerst, Recreation Director Randy Ferrell, Wrestling Instructor
Subject: Discussion and possible consideration of establishing a fund balance account for the Warhawks Wrestling Program that the Hartland Recreation Department offers.	

Details:

In 2019 the Hartland Recreation Department partnered with Randy Ferrell, Arrowhead Wrestling Coach and Park and Recreation Board member, to offer a wrestling program. At the time of the original development of this program Mr. Ferrell requested that a fund balance be created. The purpose of the fund balance account would be to buy uniforms or any equipment needed for the participants in the program. For reasons that can not be remembered, one was not set up.

The fund account would consist of 80% of the fees from the participants. The Village would receive 20% of the fees. Instructors, Randy Ferrell and an assistant instructor, would volunteer their time.

Executive Recommendation:

None at this time.

Financial Remarks:

The fund account would consist of 80% of the fees from the participants. The Village would receive 20% of the fees. Instructors, Randy Ferrell and an assistant instructor, would volunteer their time.

It is being requested that the fees, that were collected in 2019, be added to the account. Total collected in 2019r was \$2,300.00. A total of \$1,840 would be for the program and \$460 for the Village of Hartland.

The program was not held in 2020 due to COVID.

At this time we are not aware that there is a rental fee and what that may be for using Arrowhead High School's facility. If there ever is a fee it would be included in the 80/20 split.

Options & Alternatives:

None at this time.