

VILLAGE BOARD AGENDA
MONDAY, NOVEMBER 22, 2021
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

Pledge of Allegiance – Trustee Pfeiffer

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

1. Consideration of a motion to approve Village Board minutes of November 8, 2021.
2. Consideration of a motion to approve vouchers for payment in the amount of \$87,887.58.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of a motion to approve Operator's (Bartender) License
4. Consideration of First Reading of Bill for an Ordinance No. 11/22/2021 "An Ordinance To Amend Chapter 30 Of The Village Of Hartland Municipal Code Pertaining To Municipal Court".
5. Consideration of Second Reading of Bill for an Ordinance No. 11/08/2021 "An Ordinance Creating §2-49 of the Village of Hartland Code of Ordinances Regulating Vacancies on the Board of Trustees".
6. Consideration of a motion to adopt Resolution 11/22/2021-01 "A Resolution to Authorize the Combining of Wards for Elections in the Village of Hartland, Waukesha County Wisconsin".
7. Discussion and consideration of items related to Lake Country Municipal Court.
 - a. Consideration of a motion to adopt Resolution 11/22/2021-02 "A Resolution Approving Municipal Court Budget".
 - b. Consideration of a motion to approve the Successor Agreement for the Operation of the Lake Country Municipal Court for Western Waukesha County.
 - c. Consideration of a motion to appoint Chief Misko as the Village's representative on the Administrative Committee.
8. Discussion and consideration of a motion to approve project certification and project closeout request for The Glen at Overlook Trails.
9. Discussion and consideration of a motion to approve the ordering of vehicles for the Department of Public Works.

VILLAGE BOARD AGENDA
MONDAY, NOVEMBER 22, 2021
6:30 PM
PAGE 2

10. Discussion and consideration of adjustments in user group facility application and restoration agreements.
11. Discussion and consideration of fee adjustments for shelter rentals.
12. Discussion and consideration of a motion to approve the purchase of Police Department gear bag lockers.
13. Consideration of a motion to approve appointment of Jeffrey Pfannerstill to the Business Improvement District Board.
14. Discussion related to creation of a food truck ordinance.
15. Discussion and consideration of the next steps to fill Village Administrator vacancy.
16. 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.
17. 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 842 2238 6045.

Or participate online:

<https://us02web.zoom.us/j/84222386045?pwd=Wk9YMkFsZDBaUmFVZlA0N3RpU3EzUT09>

VILLAGE BOARD MINUTES
MONDAY, NOVEMBER 8, 2021
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

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

Excused: Trustee Dorau

Others Present: Interim Administrator Bailey, Clerk Igl, Interim DPW Director Felkner, Police Chief Misko, Park Board Chair Tim Hallquist, Fire Chief Jambretz, Library Director Gest, Greg Johnson (Ehlers), Val Wisniewski, Ann Charlesworth, Ann Grevenkamp.

Pledge of Allegiance – Trustee Meyers

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. Val Wisniewski, 511 Renson Road, commented on item 6 on the agenda stating that she doesn't feel that only the Village President should make a nomination to fill a vacant seat as she feels that all board members should have equal voices in these matters.

1. Consideration of a motion to approve Special Village Board minutes of October 21, 2021 and Village Board minutes of October 25, 2021.

Motion (Meyers/Conner) to approve the minutes of the Special Village Board minutes of October 21, 2021 and Village Board minutes of October 25, 2021. Trustee Ludtke noted an error on page 5 of the October 25 minutes as the date listed should read 10/31, not 10/21. Additionally, she asked that a note be included in the Special Village Board minutes of October 21 meeting of the excused board member. The motion was clarified by Trustee Meyers to approve both with edits provided. Trustee Wallschlager amended the motion to consider the approval of the minutes separately with edits. Vote taken on minutes of October 21. Motion carried. Wallschlager abstained. Vote taken on minutes of October 25. Motion carried. Dorau abstained.

2. Items related to payment of vouchers
 - a. Discussion and consideration of a motion to approve Change Order #2 for the Nixon Pond Dredging project and Contractor's Application for Payment #4 (final) in the amount of \$2,133.63 for the project.
 - b. Interim DPW Director Felkner presented a change order and pay request for C. W. Purpero, Inc. for the Nixon Park Pond Dredging project which is now complete. Motion (Ludtke/Dorau) to approve Change Order #2 for the Nixon Pond Dredging project and

Contractor's Application for Payment #4 (final) in the amount of \$2,133.63 for the project. Motion carried.

- c. Motion (Conner/Pfeiffer) to approve vouchers for payment in the amount of \$1,080,424.90. Trustee Wallschlager asked for information on an invoice listed for quiet zone updates. Interim DPW Director Felkner stated that the expense was for a routine traffic study to review the delineators. Interim Administrator Bailey stated that the Village is looking at shortening one side of the quiet zone per the request of the homeowner as they have difficulty backing out of their driveway. He stated that as much as 20 feet may be able to be removed. Motion carried. Ludtke abstained.
3. Consideration of actions related to Licenses and Permits.
 - a. Motion (Dorau/Wallschlager) to approve Operator's (Bartender) License. Motion carried. Pfannerstill abstained.
 - b. Motion (Dorau/Conner) to approve a Temporary Class B Beer/Wine License. Motion carried.
 - c. Motion (Ludtke/Conner) to approve a Temporary Operator's license
 4. Consideration of actions related to the issuance of Bonds
 - a. Presentation of information regarding proposals received for the sale of bonds as approved by the Village Board.

Greg Johnson, Ehlers, stated that seven bids had been received with the low bidder of Piper Sandler & Co. at a rate of 1.5764%. He stated that due to the low rate, the principal amount of the borrowing was reduced to \$6,430,000. He stated that the rating from Moody's of AA2 was affirmed and generally positive comments were received.

- b. Consideration of Resolution No. 11/08/2021, "A Resolution Awarding The Sale Of \$6,850,000 General Obligation Corporate Purpose Bonds, Series 2021A".

Motion (Ludtke/Conner) to approve Resolution No. 11/08/2021, "A Resolution Awarding The Sale Of \$6,430,000 General Obligation Corporate Purpose Bonds, Series 2021A". Motion carried.

5. Consideration of items related to the 2022 Village Budget as shown on Tab 1 Page 8 and Tab 31 Pages 1 and 2 of the 2022 Budget Book. All information after Tab 1 is for informational purposes only. These figures may be modified by the Village Board during final consideration at this meeting.
 - a. Discussion of 2022 Budget
 - i. Discussion and consideration of a motion to include additional Police Officer in the 2022 Budget

Interim Administrator Bailey stated that the additional officer requested could be added with no financial impact. He stated that \$75,000 of contingency is in the budget and that with a May or June start date for the new officer, the funds for contingency could be moved into the PD budget to cover the cost. Chief Misko stated that the delayed start date proposed was requested and

commented that the cost of an officer has many variables including experience level (new officer versus lateral transfer). He stated that if approved, recruitment would begin and the officer selected would start at the appropriate time based on the salary amount compared to budget of \$75,000. Chief Misko stated that for safety and efficiency, he felt a two officer minimum availability on third shift important. Motion (Conner/Ludtke) to approve the 18th officer and to direct Chief Misko and Interim Administrator Bailey to coordinate the start date of the new officer based on the officer's salary to fit in the budgeted contingency of \$75,000. Motion carried. Chief Misko stated that an offer of employment would be made to the candidate contingent on the start date.

- b. Consideration of a motion to approve the 2022 Municipal General Fund Budget in the amount of \$7,927,843 shown on Tab 1 Page 8 of the 2022 Budget Book (Roll call vote)

Interim Administrator Bailey stated that this portion of the budget is for overall expenditures for the general fund. He stated that the levy is up by net new construction. Motion (Pfannerstill/Meyers) to approve the 2022 Municipal General Fund Budget in the amount of \$7,927,843 shown on Tab 1 Page 8 of the 2022 Budget Book (Roll call vote). Motion carried.

- c. Motion (Meyers/Pfeiffer) to approve the 2022 Water Utility Budget in the amount of \$1,876,101 shown on Tab 1 Page 8 of the 2022 Budget Book (Roll call vote). Motion carried.
- d. Motion (Conner/Dorau) to approve the 2022 Sewer Utility Budget in the amount of \$1,914,500 as shown on Tab 1 Page 8 of the 2022 Budget Book (Roll call vote). Motion carried.
- e. Motion (Dorau/Pfeiffer) to approve the 2022 TIF #4 Budget in the amount of \$320 as shown on Tab 1 Page 8 of the 2022 Budget Book (Roll call vote.). Motion carried.
- f. Motion (Wallschlager/Conner) to approve the 2022 TIF #5 Budget in the amount of \$16,465 as shown on Tab 1 Page 8 of the 2022 Budget Book (Roll call vote). Motion carried.
- g. Motion (Conner/Pfeiffer) to approve the 2022 TIF #6 Budget in the amount of \$155,660 as shown on Tab 1 Page 8 of the 2022 Budget Book (Roll call vote). Motion carried.
- h. Consideration of a motion to approve the 2022 Debt Service Budget in an amount to be determined (Roll call vote)

Interim Administrator Bailey stated that the 2022 Debt Service Budget based on the bond sale is \$1,894,625, an increase of \$160,573 from last year. Motion (Conner/Ludtke) to approve the 2022 Debt Service Budget in the amount of \$1,894,625. (Roll call vote). Motion carried.

- i. Consideration of a motion to approve the 2022 Capital Improvements, Impact Fee and Special Revenue and other funds, not including the Hartland BID, in the amount of \$2,988,448 for a total Village Expenditure budget in an amount to be determined (Roll call vote)

Interim Administrator Bailey stated that the updated total Village expenditure budget was \$16,73,962. Motion (Pfannerstill/Conner) to approve the 2022 Capital Improvements, Impact Fee and Special Revenue and other funds, not including the Hartland BID, in the amount of \$2,988,448 for a total Village Expenditure budget in the amount of \$16,773,962. (Roll call vote). Motion carried.

- j. Motion (Conner/Dorau) to authorize a Downtown Business Improvement District assessment of \$74,800 as requested by the BID Board with approval of the BID's final expenditure budget held until consideration of the 2022 Operation Plan. Motion carried.

- k. Consideration of a motion to approve a Property Tax Levy in an amount to be determined (Roll call vote)

Motion (Conner/Ludtke) to approve a Property Tax Levy in the amount of \$6,591,517. (Roll call vote). Motion carried.

- l. Motion (Dorau/Pfeiffer) to approve the 2022 Payroll Matrix on Tab 31 Page 1 (Roll call vote). Motion carried.

The Village Board recessed at 7:11 p.m. and reconvened at 7:14 p.m.

- 6. Consideration of First Reading of Bill for an Ordinance No. 11/08/2021 "An Ordinance Creating §2-49 of the Village of Hartland Code of Ordinances Regulating Vacancies on the Board of Trustees".

Interim Administrator Bailey stated that this item was placed on the agenda for the board to discuss whether an ordinance or policy should be created. Trustee Dorau stated that she felt it should be a policy that would include options for filling a vacancy. Trustee Conner agreed stating that he didn't feel an ordinance was necessary but rather a policy that allowed the collective body to select an option to fill a vacancy at the time. Trustee Ludtke agreed with comments made. Interim Administrator Bailey stated that three options for filling vacancies are provided in State Statutes. He also stated that past practice in the Village had been the Village President nominates a candidate and the Village Board votes on the nomination.

President Pfannerstill stated that he had asked for this item to be placed on the agenda for the board to discuss options. He stated that he had asked for an ordinance so that the process would be simple and clear but that it is ultimately up to the board. Trustee Dorau asked President Pfannerstill for clarification of whether he only wanted the Village President to be able to nominate a candidate with the board to vote for or against. President Pfannerstill confirmed that was his desire. Trustee Dorau asked why the Village would create an ordinance rather than a policy as a policy would provide guidance for the board to follow and not cost money to draft

language. Trustee Wallschlager asked what would take place if a candidate was nominated but the board voted against the candidate. President Pfannerstill stated that another nomination would be made. President Pfannerstill stated that he felt there was confusion at the time of the recent vacancy and felt that an ordinance would provide more openness and safeguards as it cannot easily be changed. Trustee Ludtke stated that when this was discussed initially, the board didn't want to focus on the person. She stated that she had consulted with the attorney on the process for filling a vacancy and had asked that once the recent appointment was made, the board document options. It was discussed that the process being situational should be considered. This item will be placed on the next Village Board agenda for a second reading.

7. Discussion and consideration of a motion to terminate the Intermunicipal Agreement between the Hartland Fire Department and Town of Lisbon Fire Department providing for a Joint Emergency Training Program.

Chief Jambretz stated that the agreement with the Town of Lisbon had been in place since 2007. He had learned that the agreement which he thought had been terminated was still in place although training had not been provided. Chief Jambretz informed the Town of Lisbon of the intention to end the agreement. It was stated that this terminating this agreement saves \$6,000 annually. Motion (Meyers/Ludtke) to terminate the Intermunicipal Agreement between the Hartland Fire Department and Town of Lisbon Fire Department providing for a Joint Emergency Training Program. Motion carried.

8. Discussion and consideration of a motion to approve an Agreement with the Humane Animal Welfare Society (HAWS) of Waukesha County.

Chief Misko stated that the vast majority of municipalities in Waukesha County use HAWS for humane animal control and that the fee has remained the same. Trustee Wallschlager wanted to point out to residents that the service from HAWS is free to them. It was stated that residents may contact HAWS directly or contact the Police Department in the event of an animal issue. It was stated that it is a three year agreement which locks in the price until 2024. Motion (Dorau/Conner) to approve an Agreement with the Humane Animal Welfare Society (HAWS) of Waukesha County. Motion carried.

9. Discussion and consideration of a motion to approve the ordering and purchase of two Police Department vehicles for delivery in 2022.

Chief Misko stated that there are supply chain issues that lead to long lead times for delivery of vehicles. He stated that the department typically places vehicle orders prior to year end for delivery in the next budget year. Motion (Conner/Ludtke) to approve the ordering and purchase of two Police Department vehicles for delivery in 2022. Motion carried.

10. Motion (Ludtke/Dorau) to approve appointments of Steve Osterndorf and Tabi McBride to the Business Improvement District Board. Motion carried.

11. Discussion and consideration of a motion to end the practice of the Village of Hartland paying membership dues to the Hartland Chamber of Commerce.

Trustee Dorau questioned why this item was placed on the agenda. She stated that the Village has been a member of the Chamber for over 23 years and was curious why we would discontinue the membership when the Chamber does so much for the Village. Trustee Meyers stated that the Village supports the organization through the use of Village departments but he can't justify memberships for the Village. It was stated that the cost of membership is \$500 annually, however, the Chamber donates \$250 to the parade each year so the net cost is \$250 which equates to \$.027 per tax key parcel in the Village.

Chief Misko stated that the PD is not reimbursed for service provided for chamber events but that the department generally does so at no additional cost as officers are not on overtime, staffing is restricted and creative scheduling is utilized. Trustee Meyers stated that he is not against the Chamber but feels the Village has to draw the line on what groups are supported. Trustee Dorau stated that Hartland is the only community that the Chamber provides service to.

Trustee Ludtke stated that the Hartland Chamber is a business association in Hartland that keeps commerce moving. She stated that she had the opportunity to provide assistance to the Chamber during COVID and that the Chamber assisted in disseminating information to local businesses. The Chamber was able to assist organizations in seeking and receiving additional funding. She stated that she would like to see the Village continue to support the Chamber.

President Pfannerstill stated that he feels the Village should continue to support the Chamber but not with membership dues and that he was not in favor of a paid for connection. Motion (Pfannerstill/Wallschlager to end the practice of the Village of Hartland paying membership dues to the Hartland Chamber of Commerce. (Roll call vote.) Motion carried. Dorau and Ludtke opposed.

The Village Board recessed at 8:02 p.m. and reconvened at 8:03 p.m.

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

Trustee Meyers provided a handout to board members titled "Centennial Park Food Truck Parking" and explained his proposal asking Village Board members for feedback. It was stated that the Village Board would need to consider further and that this item would go to the Park Board for consideration. President Pfannerstill asked that Trustee Meyers present his ideas to the Park Board and that this item be added to the next Village Board agenda for consideration. Trustee Dorau stated that she felt the ordinance staff was in the process of drafting was coming along nicely and felt that the board should continue down that path. Trustees Ludtke and Wallschlager thanked Trustee Meyers for his suggestions.

Park Board Chairman Hallquist stated that he had learned of a big concern from restaurants that didn't want food trucks close to their facilities so Centennial Park was suggested. Trustee Pfeiffer stated that he liked the idea of having food trucks where they can be set up regularly. President Pfannerstill asked that the language provided by Trustee Meyers be incorporated into the draft ordinance. Interim Administrator Bailey stated that this item will be placed on the next regular Village Board meeting agenda for discussion.

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

Trustee Wallschlager stated that there will be a Veterans Day observance on Nov. 11 at 10:30 a.m. at the Legion.

Interim DPW Director Felkner stated that Legion baseball has offered to pay the utilities at the Nixon Park canteen next summer.

Police Chief Misko stated that department had participated in the drug takeback event with 597 pounds of medications collected through the drop boxes. He stated that the accreditation process and audit had gone smoothly with good feedback. He reported that there had been a burglary incident on Hartbrook Drive on Nov, 7 with three businesses being damaged. He stated that the individual responsible was taken into custody. He stated that the department had partnered with the DOC to conduct sex offender home visits for Halloween and stated that all were compliant.

Fire Chief Jambretz reported that Jeff Vernon has retired from the department after 18 years,

Trustee Ludtke commented that the banner is in place over E. Capitol Drive for Hartland Lights to take place on Dec. 3.

14. Adjournment.

Motion (Dorau/Conner) to adjourn at 8:21 p.m. Motion carried.

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: November 22, 2021

RE: Voucher List

Attached is the voucher list for the November 22,
2021 Village Board Meeting

November 22, 2021 Checks: \$ 87,887.58

Total Amount of all checks, wires and Credit Card \$ 87,887.58

VILLAGE OF HARTLAND
VOUCHER LIST - NOVEMBER 22, 2021

11/17/21 10:49 AM

Page 1

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	NOV DUES	\$472.00
G 101-24240 COURT FINES DUE STATE	LAKE CTRY MUNICIPAL COURT	BG984215-1	\$124.00
G 101-23000 SPECIAL DEPOSITS	OCOMOWOC RUGBY FOOTBALL CLUB	REFUND FOR FIELD DEPOSIT	\$1,000.00
R 101-48000 MISCELLANEOUS REVENUE	OCOMOWOC RUGBY FOOTBALL CLUB	COST OF OVERSEEDING	-\$250.00
G 101-23000 SPECIAL DEPOSITS	WALLSCHLAGER FRANKE, ANN	MEAL REIMBURSEMENT	\$19.81
EXPENSE Descr			\$1,365.81
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYL	\$494.31
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN USPDA	\$174.16
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	BATTERY PACK	\$38.46
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	HOLDER LIMB FOAM	\$16.20
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	BLUE SENSOR ELECTRODES	\$34.65
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	SODIUM CHLORIDE	\$35.28
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	BERMAN AIRWAY	\$0.70
EXPENSE Descr AMBULANCE			\$793.76
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-810 ADMINISTRATION EXPENSE	BUILDING SERVICE INC	ABERDEEN LECTERN	\$640.11
EXPENSE Descr CORPORATE RESERVE EXPENSES			\$640.11
EXPENSE Descr ECONOMIC DEVELOPMENT			
E 804-56700-719 EVENTS	AVALON GRAPHICS LLC	HARTLAND LIGHTS BANNER STICKERS	\$50.00
E 804-56700-719 EVENTS	EXECU PRINT	HARTLAND LIGHTS SIGNAGE	\$71.50
EXPENSE Descr ECONOMIC DEVELOPMENT			\$121.50
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	HEALTH REIMBURSEMENT ARRANGEMENT	\$179.75
EXPENSE Descr FINANCIAL ADMINISTRATION			\$179.75
EXPENSE Descr FIRE PROTECTION			
E 101-52200-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	PRIVACY KNOB	\$31.47
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$30.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE (LAB BILLING)	PHYSICALS AND SCREENS	\$784.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE (LAB BILLING)	PHYSICALS AND SCREENS	\$373.00
E 101-52200-255 BLDGS/GROUNDS	WIL-KIL	PEST CONTROL	\$70.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	COPIER USER	\$49.50
EXPENSE Descr FIRE PROTECTION			\$1,337.97
EXPENSE Descr GENERAL ADMINISTRATION			

Account Descr	Search Name	Comments	Amount
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$146.45
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	BARTENDER/ SOLICITOR RECORD CHECK	\$21.00
EXPENSE Descr GENERAL ADMINISTRATION			\$167.45
EXPENSE Descr INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	OCTOBER BUILDING INSPECTION FEES	\$16,873.60
EXPENSE Descr INSPECTION			\$16,873.60
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-360 VEHICLE MAINT/EXPENSE	10-33 VEHICLE SERVICES	LIGHTS AND ELECTRONIC INSTALL	\$4,980.07
E 101-52100-360 VEHICLE MAINT/EXPENSE	10-33 VEHICLE SERVICES	LIGHTS AND ELECTRONIC INSTALL	\$4,980.07
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ADVANTAGE POLICE SUPPLY	VEST FOR Z BELL	\$225.22
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQUAD #5 TIRE SERVICE	\$103.36
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQUAD #2 LIGHTING, OIL CHANGE, TIRE SERVICE	\$712.69
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	REAR BREAKS AND SNOW TIRES	\$837.51
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	HUMANE ANIMAL WELFARE SOCIETY	2022 BILL FOR SERVICE CONTRACT	\$2,772.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	OCTOBER SERVICE AND PHONE SEARCHES	\$139.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	MUELLER, ADAM	CLOTHING ALLOWANCE	\$68.25
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	CHAIR AND MISC OFFICE SUPPLIES	\$434.22
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$780.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL BLOOD DRAW	\$72.10
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	RHYME BUSINESS PRODUCTS LLC	OCT COPIER FEES	\$379.19
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	OCTOBER 2021 INMATE COSTS	\$27.96
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	WCTC(BILLING)	IN SERVICE TRAINING	\$228.90
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	FIRE DEPARTMENT	\$14.00
EXPENSE Descr LAW ENFORCEMENT			\$16,755.04
EXPENSE Descr LIBRARY			
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$63.79
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS/ CLAMPS	\$17.66
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	PAPER ROLL	\$49.91
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	TECH SERVICES	\$630.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	CAN LINERS	\$52.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER USAGE	\$67.31
EXPENSE Descr LIBRARY			\$880.67
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	MAT SERVICES	\$174.83
E 101-51600-255 BLDGS/GROUNDS	CA LIGHTING LENSES INC	LIGHTING FIXTURES	\$205.95
E 101-51600-255 BLDGS/GROUNDS	GAPPA SECURITY SOLUTIONS	SPACER FOR 6 PIN CORE	\$82.05
E 101-51600-255 BLDGS/GROUNDS	GUETZKE & ASSOCIATES, INC.	BOARDROOM DOOR CONTACT	\$528.00
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	CABLE SPOOL	\$84.94
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	WOOD FILL/ OUTLET	\$66.41

Account Descr	Search Name	Comments	Amount
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$144.12
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	FLUX	\$43.56
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$96.63
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	CAN LINERS	\$52.00
E 101-51600-255 BLDGS/GROUNDS	WERNER ELECTRIC SUPPLY	DUCT SEAL	\$7.37
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	WIL-KIL	PEST CONTROL	\$75.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	WIL-KIL	PEST CONTROL	\$75.00
EXPENSE Descr MUNICIPAL BUILDING			<u>\$1,635.86</u>
EXPENSE Descr PARKS			
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	ALL-WAYS CONTRACTORS INC	TOPSOIL	\$462.50
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	FERTILIZER	\$556.00
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	FERTILIZER	\$871.52
E 101-55200-350 EQUIPMENT PURCHASE	MENARDS- PEWAUKEE	WOOD	\$80.71
EXPENSE Descr PARKS			<u>\$1,970.73</u>
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	BIL-BAR FARMS	D RING WELD	\$43.28
E 101-53000-420 STORM SEWER	COUNTY MATERIALS CORP	RISER RINGS/ CATCH BASIN/	\$1,453.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	PDFD	\$544.64
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	PDF DIESEL	\$1,109.91
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	NO-LEAD	\$1,300.18
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	PDF DIESEL	\$580.07
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	NO LEAD	\$1,034.75
E 101-53000-410 STREETS GEN MAINT	EXECU PRINT	THIN ICE STICKERS	\$88.00
E 101-53000-410 STREETS GEN MAINT	EXECU PRINT	TRASH CAN LOGO	\$30.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	INTERSTATE BATTERIES	4 GROUP 31 STUD BATTERIES #19	\$483.80
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	LAUNDRY SERVICES	\$134.86
E 101-53000-180 OTHER BENEFITS	JUNGBLUTH, LEO	CLOTHING ALLOWANCE	\$50.05
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	331020 SS CS	\$106.40
E 101-53000-410 STREETS GEN MAINT	MERTON FEED CO.	GRASS SEED	\$359.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	BOBCAT AND TRAILER TIRES	\$1,144.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	RANDOM TESTING	\$142.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	SCHLAFFER, JAKE	CLOTHING ALLOWANCE	\$196.88
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	#19 SERVICE PARTS	\$372.27
EXPENSE Descr PUBLIC WORKS			<u>\$9,173.59</u>
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	DUVAL, SHANNON	SMART SITTER	\$528.00
E 101-55300-304 TBALL	EGGERS IMPRINTS	T-SHIRTS	\$592.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			<u>\$1,120.00</u>
EXPENSE Descr REFUSE & GARBAGE COLLECTION			

Account Descr	Search Name	Comments	Amount
E 201-53620-200 GARBAGE COLLECTION FEES	WASTE MANAGEMENT	CONTRACTED SERVICES	\$33,937.26
EXPENSE Descr REFUSE & GARBAGE COLLECTION			\$33,937.26
EXPENSE Descr SEWER SERVICE			
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	BIEBELS TRUE VALUE	RATCHET/ SOCK EXTENSION	\$17.05
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	HEALTH REIMBURSEMENT ARRANGEMENT	\$27.65
EXPENSE Descr SEWER SERVICE			\$44.70
EXPENSE Descr WATER UTILITY			
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	BIEBELS TRUE VALUE	MIRCO BOOSTER COOPER TUBE AND FITTINGS	\$114.62
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	BIEBELS TRUE VALUE	CXC UNION	\$5.91
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	HEALTH REIMBURSEMENT ARRANGEMENT	\$69.13
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	USA BLUE BOOK	REPAIR KIT/VALVES	\$411.62
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLORIDE	\$26.00
E 620-53700-635 MAINTENANCE OF TREATMENT PLANT	WILLIAMREID A DIVISION OF GASV	WELL TOWER SERVICE	\$262.50
EXPENSE Descr WATER UTILITY			\$889.78
			\$87,887.58

VILLAGE OF HARTLAND
LICENSES AND PERMITS
NOVEMBER 22, 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).

Nicholas Peter Toumanoff

VILLAGE OF HARTLAND

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 30 OF THE VILLAGE OF
HARTLAND MUNICIPAL CODE PERTAINING TO COURT**

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

SECTION 1: Article II of Chapter 30 of the Village of Hartland Municipal Code of Ordinances pertaining to Municipal Court is hereby repealed in its entirety and replaced with the following.

ARTICLE II. MUNICIPAL COURT

Sec 30-21 MUNICIPAL COURT CREATED

There is hereby created and established a Municipal Court under the provisions of Chapter 755 of the Wisconsin Statutes for the City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia (Contract Member) and Town of Ottawa (Contract Member), and Town of Sullivan (Contract Member) or so many of those municipalities which enact an ordinance identical to this ordinance pursuant to § 755.01 (4).

Sec 30-22 MUNICIPAL JUDGE

Such court shall be under the jurisdiction of and presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the following Municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa, or Town of Sullivan, or those municipalities which enact an ordinance identical to this ordinance and enter into an agreement pursuant to § 566.0301 Wis. Stats. for the joint exercise of the power granted under § 755.01 Wis. Stats. Such Municipal Judge shall be elected at large in the spring election for a term of four (4) years commencing May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in § 8.10 Wis. Stats., and selection at a primary election if such is held as provided in § 8.11 Wis. Stats. The Town Board of the Town of Delafield shall provide for a primary election whenever three (3) or more candidates file nomination papers for such position of Municipal Judge as provided in

§8.11(1)(a) Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in §5.02(22) Wis. Stats.

Sec 30-23 ELECTIONS

The Municipal Clerk of each municipality shall see to the compliance with § 5.58(1)©, § 5.60(1)(b), § 5.60(2), § 7.10(1)(a), § 7.60(4)(a) and § 8.10(6)(bm) to provide for the election of a Municipal Judge under § 755.01 (4).

Sec 30-24 OATH AND BOND

The Judge shall, after his election or appointment to fill a vacancy, take and file the official oath as prescribed in § 757.02(1) Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section § 19.01(4)© and Section § 755.03(2), Wis. Stats.

Sec 30-25 SALARY

The salary of the Municipal Judge shall be fixed by the governing bodies of the municipalities that created and established this Municipal Court, which shall be in lieu of fees and costs. No salary shall be paid for any time during his/her term during which such Judge has not executed his official oath, as required by § 755.03, Wis. Stats., and filed pursuant to § 19.01 Wis. Stats. The municipalities may by separate ordinances, resolutions, or through the budget process, allocate funds for the administration of the Municipal Court pursuant to Wis. Stats. § 66.0301.

Sec 30-26 JURISDICTION

The municipal Judge of the Municipal Court shall have such jurisdiction as provided by § 755.045 and § 755.05 Wis. Stats., and as otherwise provided by State Law. The Municipal Judge is authorized to issue inspection warrants under § 66.01 19 Wis. Stats.

Sec 30-27 LOCATION AND HOURS

The Municipal Court shall be held in the Municipal Building of the City of Oconomowoc Police Department at 630 E. Wisconsin Avenue, Oconomowoc, Wisconsin. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

Sec 30-28 FINES AND FORFEITURES

The Municipal Judge may impose punishment and sentences as provided by ss 800.09, Wis. Stats., and as provided in the ordinances of the following municipalities: City of

Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa or Town of Sullivan. All forfeitures, fees, penalty assessments and costs shall be paid to the Treasurer of the Municipality within which the case arose within 7 days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the Treasurer the title of the action, the offense for which a forfeiture was imposed and the total amount of the forfeiture, fees, penalty assessment and costs, if any.

Sec 30-29 STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT

The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800 Wis. Stats., and, where applicable, other provisions of the Wis. Stats. as referred to in subsection (10) below. The Municipal Judge shall establish in accordance with § 800.037 Wis. Stats., a schedule of deposits for violations of City, Village and Town ordinances, resolutions and bylaws, except traffic regulations which are and shall be governed by § 345.26 Wis. Stats., and boating violations which are, and shall be governed by § 23.66 and § 23.67 Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this Court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

Sec 30-30 PROCEDURE IN MUNICIPAL COURT

The procedure in Municipal Court shall be as provided by this Ordinance and State Law including, but not excluding because of enumeration Chapters 66, 345, 751, 755, 757 and 800 of Wis. Stats.

Sec 30-31 CONTEMPT PROCEDURES

- (a) The Municipal Judge may impose a sanction authorized under § 800.12(2) for contempt of court, as defined in § 785.01(1) Wis. Stats., in accordance with the procedures under § 785.03 Wis. Stats.
- (b) The Municipal Judge may impose a forfeiture for contempt under § 800.12(1) Wis. Stats., in an amount not to exceed \$50.00 or, upon nonpayment of the forfeiture and the penalty assessment under § 757.05 Wis. Stats., a jail sentence not to exceed 7 days.

Sec 30-32 ABOLISHMENT

The Municipal Court hereby established shall not be abolished while the §755.01(4) agreement is in effect.

SECTION 2. SEVERABILITY

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect and be in full force after adoption and proper publication.

Adopted this _____ day of _____, 2021.

VILLAGE OF HARTLAND

ATTEST:

By: _____
Jeffrey Pfannerstill, Village President

Darlene Igl, MMC, WCPC, Village Clerk

1 STATE OF WISCONSIN WAUKESHA COUNTY
2 VILLAGE OF HARTLAND

3 ORDINANCE NO. _____

4 AN ORDINANCE CREATING §2-49
5 OF THE VILLAGE OF HARTLAND CODE OF ORDINANCES
6 REGULATING VACANCIES ON THE BOARD OF TRUSTEES
7

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

9 **SECTION 1:** §2-49 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is
10 hereby created to read as follows:

11 **§ 2-49. Vacancies.**

12 When a vacancy occurs on the Board of Trustees, the Village President shall nominate a candidate
13 for appointment to fill the vacant seat. The vacancy shall be filled by appointment for the
14 remainder of the unexpired term by a majority vote of the Board of Trustees.

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

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

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

22
23 VILLAGE OF HARTLAND

24 By: _____

25 Jeffrey Pfannerstill, Village President

26 ATTEST:

27 _____

28 Darlene Igl, Village Clerk

29

30

VILLAGE OF HARTLAND

RESOLUTION NO. 11/22/2021-01

“A RESOLUTION TO AUTHORIZE THE COMBINING OF WARDS FOR ELECTIONS IN THE VILLAGE OF HARTLAND, WAUKESHA COUNTY WISCONSIN”

WHEREAS, Section 5.15(6)(b) of the Wisconsin Statutes provides that a municipality having a population of less than 35,000 may combine one or more of the wards within said municipality, shall use common vote tabulating machines and ballots and that separate returns shall not be maintained for the combined wards at any elections, but separate vote tabulating machines and ballots shall be maintained for each separate ballot required under Section 5.58 to section 5.64, Wisconsin Statutes, and

WHEREAS, the Village of Hartland has a population of less than 35,000 and has divided into 13 wards for election purposes pursuant to resolution by the governing body of the Village of Hartland adopted on September 27, 2021.

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

The Village Clerk is hereby authorized to make the determination when it is appropriate to combine one or more wards for any election.

Adopted this 22nd day of November, 2021

Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, MMC/WCPC, Village Clerk

TO: City, Village and Town Clerks

RE: Lake Country Municipal Court
Court 2022 Budget Approval

Dear Clerks:

I enclose herewith a proposed Municipal Court budget for 2022. Note the projected surplus for 2022 is \$22,014.00. This is only a "budget." If you have any questions, feel free to contact me.

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

Sincerely,

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

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



VILLAGE OF OCONOMOWOC LAKE

35328 W. Pabst Road, Oconomowoc, Wisconsin 53066

MEMO

To: Administrative Committee

From: Donald Wiemer, Chair, Administrative Committee

Date: October 18, 2021

Reference: 2022 Court Budget

2021 End of Year Estimates:

I have estimated the 2020 end of year estimates. We are estimating an end of year surplus of \$12,997 for 2021. The surplus is caused by the reduction of one full time employee including benefits not planned for in the 2021 budget. We had planned on a shortfall of \$33,603 for the end of this year. Hopefully revenues will continue at their current pace and expenditures will continue to be under budget.

2022 Budget Highlights – Revenues

1. The court is planned to exceed the \$365,000 in court fees for 2022. If revenues do not exceed \$365,000 an end of year surplus of \$22,014 is projected.

2021 Expenditures

1. Salaries for staff are attached to the budget sheet. Increases are proposed for the clerk and the part time staff. The Judge is proposed to increase \$2,000 for next year. There were no raises last year except for a small stipend to the clerical staff. It is the intent of the Operations Committee to use part time help as long as possible until a need is demonstrated for a second full time clerk. This will be discussed further in closed session on November 10, at our annual Administrative Committee meeting.
2. Wisconsin retirement had a decrease for 2022 6.75% to 6.50%.
3. Health insurance increased 6.1% for 2022.
4. No real changes in Purchased Services and Operating Supplies and Equipment
5. Fixed Charges, rent payable to the City of Oconomowoc for our new location will continue to be \$34,500 and an additional \$14,188 for facility expense which includes utilities, plowings, cleaning, and supplies. The facility expense was adjusted for 2022.
6. There are no planned capital expenditures planned for 2022.

If you have any questions regarding the budget for 2022, please contact me at 414-881-9726.

RESOLUTION No. _____

RESOLUTION APPROVING MUNICIPAL COURT BUDGET

WHEREAS, the Intermunicipal Agreement for the operation of the Lake Country Municipal Court requires formation of an annual budget no later than the 1st day of September and approval of said budget by governing bodies of member municipalities; and

WHEREAS, the Court Administrative Committee, Court personnel and the Municipal Court Judge have formulated a budget for 2022 which has estimated revenues of \$369,100.00 and anticipated expenditures of \$347,086.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the attached Municipal Court budget for 2022 be approved.

Adopted this _____ day of _____, 2021/2022.

Municipality

Title Mayor/Chairperson/President

ATTEST

Clerk Municipality

Date: _____

2022 Lake Country Municipal Court Budget

Months = 75.00%

2022 Budget Rev 4

Acct #:	Account Description:	2020 Actual	2021 YTD Nine Months	2021 Budget	2021 Year End Estimate	2022 Budget	2022 Budget VS 2021 Budget
Revenues:							
1	4000 Court Fees	325,963	279,971	365,000	367,428	365,000	100.00%
2	4900 Interest Income	4,725	1,085	1,200	1,200	1,200	100.00%
3	4300 Court Assessment	1,574	460	1,500	600	600	40.00%
4	Transfer from Designated Fund	0	0	33,603		0	
5	4800 Miscellaneous	1,240	546	1,200	650	700	58.33%
6	Municipal Subsidies	1,700	1,600		1,600	1,600	
7	Total Revenues	335,202	283,662	402,503	371,478	369,100	91.70%
9	Total Assets	584,035	535,317	0	0	0	
11	Total Liabilities	239,955	188,823	0	0	0	
	Deferred outflows of Resources	0	0				
13	Deferred Inflow of Resources (Stark)	0	0	0	0	0	
15	Total Fund Balance	344,080	346,494	0	0	0	
Expenditures:							
19	Wages & Benefits	274,170	177,078	291,917	248,218	231,398	79.27%
20	Purchased Services	41,400	48,312	43,936	41,039	47,700	108.57%
21	Operating Supplies & Expenses	43,512	9,986	13,350	11,890	14,000	104.87%
22	Fixed Charges	37,463	41,208	53,300	52,672	53,988	101.29%
23	Capital Outlay	133,942	4,662	0	4,662	0	
24	Restitution	0	0	0	0	0	
25	Bad Debt	8,459	0	0	0	0	
26	Total Expenditures:	538,946	281,246	402,503	358,481	347,086	86.23%
28	Total Surplus/Deficit	-203,744	2,416	0	12,997	22,014	

Acct #:	Account Description:	2020 Actual	2021 YTD Nine Months	2021 Budget	2021 Year End Estimate	2022 Budget	2022 Budget VS 2021 Budget
35	5000 Full Time Salaries Clerk of Courts	122,246	58,659	124,252	73,000	63,014	50.71%
37	Deputy Clerk of Courts						
38	5010 Assistant Clerks	21,828	40,402	30,204	64,851	67,829	224.57%
39	Clerk Salaries - Overtime						
40	5015 Part Time Judge	45,011	32,813	44,667	44,667	46,667	104.48%
41	Bailiff/Deputy Services	9,633	7,549	12,000	12,000	14,000	116.67%
42	5030 Employer FICA	13,409	9,336	15,120	14,200	8,759	57.93%
43	5040 Retirement EE-ER	11,780	6,797	11,335	9,000	8,817	77.78%
44	5050 Health	47,910	21,330	53,700	30,000	21,712	40.43%
45	5060 Long Term Disability Ins.	0	0	0	0	0	
46	5070 Life Insurance	541	192	639	500	600	93.90%
47	Unemployment Benefits	1,812	0	0		0	
48	Substitute Judge	0	0	0		0	
49	TOTAL:	274,170	177,078	291,917	248,218	231,398	79.27%

Acct #:	Account Description:	2020 Actual	2021 Nine Months	2021 Budget	2021 Year End Estimate	2022 Budget	2022 Budget VS 2021 Budget
56	PURCHASED SERVICES:						
57	5400 Professional/Outside Services	688	712	2,000	500	1,500	75.00%
58	5405 Accounting	9,355	7,407	9,480	9,480	9,840	103.80%
59	5410 Auditor	8,400	9,000	9,000	9,000	9,500	105.56%
60	5415 Professional Services	0	0				
61	5415 Legal Services	1,394	137	2,500	500	2,500	100.00%
62	5420 Computer Consultant	0	3,172	3,000	3,200	3,000	100.00%
63	Advertising	1,147				0	
64	5425 Court Software Support	14,651	22,922	12,206	12,547	14,860	121.74%
65	5550 Telephone	3,257	2,802	3,300	3,662	4,000	121.21%
66	Internet/Web	0	334	300	300	300	100.00%
67	5500 Repair/Maint. Contracts Equip.	2,508	1,827	1,850	1,850	1,900	102.70%
68	5540 Substitute Judge	0	0	300	0	300	100.00%
69	Total:	41,400	48,312	43,936	41,039	47,700	108.57%
	OPERATING SUPPLIES & EQUIPMENT						
70	5250 Office Supplies/Printing	4,478	5,171	6,000	6,000	6,000	100.00%
71	5300 Postage	4,945	3,926	5,000	5,000	5,000	100.00%
72	5350 Newspaper Publishing	0	0	100	0	50	50.00%
73	5200 Memberships	850	820	900	820	900	100.00%
74	5160 Books & Publications	0	69	150	70	150	100.00%
75	Shredding	711	0			700	
76	Printing	0	0	0		0	
77	Non Capital Equipment Purchases	32,409				0	
78	Miscellaneous	0	0	200	0	200	100.00%
79	5600 Training & Travel	119	0	1,000	0	1,000	100.00%
80	Total:	43,512	9,986	13,350	11,890	14,000	104.87%
	FIXED CHARGES						
82	5100 Insurance and Bonds	0	0	0	0	0	0.00%
83	5105 Workman's Comp	0	-51	0	-51	0	0.00%
84	5120 Public Officials Ins.	0	0	0	0	0	0.00%
85	Property Insurance Coverage	0	0	0	0	0	0.00%
86	5130 G Liability Ins./ Hired & non-owned MV	4,402	4,581	5,000	4,581	5,000	100.00%
87	5140 Bonds	0	0	0	0	0	0.00%
88	5150 Bank Charges	233	162	300	142	300	100.00%
89	5125 Facility Expenses (utilities, plowing)	0	10,641	13,500	13,500	14,188	105.10%
90	5475 Equipment Lease	0	0	0	0	0	0.00%
91	5450 Rent	32,828	25,875	34,500	34,500	34,500	100.00%
92	Total:	37,463	41,208	53,300	52,672	53,988	101.29%
	CAPITAL OUTLAY						
93	8000 Capital Equipment	133,942	4,662	0	0	0	0
94	Total:	133,942	4,662	0	4,662	0	0

2021				2021	2021	Retirement	Retirement
				<u>Salary</u>	<u>FICA</u>	<u>Employee 6.7</u>	<u>Employer 6.75</u>
Pam				65,548	5,014	4,424	4,424
Terri				57,704	4,414	3,895	3,895
Kathy	16.32 Hour (2020)	18 Hrs/Wk		15,276	1,169	0	0
Elaine	16.32 Hour (2020)	17 Hrs/Wk		14,428	1,104	0	0
				152,956	11,701	8,320	8,320
Stipend 500/500/250/250				1,500			
Judge				44,667	3,417	3,015	3,015
				199,123	15,118	11,335	11,335

2021		Employee	Employer
Health Insurance:		<u>Contribution</u>	<u>Contribution</u>
Pam Health	21,493	2,579.13	18,913.59
Pam Dental	1,162	139.44	1,022.56
Terri Health	21,493	2,579.13	18,913.59
Terri Dental	1,162	139.44	1,022.56
Judge Health	21,493	10,746.36	10,746.4
Judge Dental	1,162	571.00	581.00
	67,964	16,754.49	51,199.67
Deductible Cost:	1000, 1000, 500		2,500.00
			53,699.67

2022 Salary:	2021 Salary	2022 Salary		2022		Retirement	Retirement
				<u>Salary</u>	<u>FICA</u>	<u>Employee 6.5</u>	<u>Employer 6.5</u>
Terri	60,590	63,013.86	Full Time	63,014	4,821	4,096	4,096
Dawn	20.00	20.80	24 Hrs.WK	25,958	1,986	1,687	1,687
Kathy	16.96	17.64	24 Hrs/Wk	22,013	1,684	0	0
Elaine	15.30	15.91	24 Hrs/Wk	19,858	1,519	0	0
Judge	44,454.00	46,667.00		46,667	3,570	3,033	3,033
				114,496	8,759	8,817	8,817
		4% Clerks					

2022		Employee	Employer
Health Insurance:		<u>Contribution</u>	<u>Contribution</u>
	Year		
Terri Health	9,372.48	1,124.70	8,247.78
Terri Dental	431.16	51.74	379.42
Judge Health	23,007.36	11,503.68	11,503.7
Judge Dental	1,161.96	580.98	580.98
	33,972.96	13,261.10	20,711.86
Deductible Cost:	500, 500		1,000.00
Employer Total Cost:			21,711.86



VILLAGE OF OCONOMOWOC LAKE
35328 W. Pabst Road, Oconomowoc, Wisconsin 53066

MEMO

To: Lake Country Municipal Court Communities

From: Donald Wiemer, Chair, Administrative Committee

Date: November 10, 2021

Reference: Municipal Ordinance and 66.0301 Successor Agreement

Attached are two documents for your review and municipal approval. These two documents have been updated to reflect the changes in state statute as it pertains to the court and its operations and the change in location of the court to the new location at the new police municipal building in Oconomowoc.

As to the revised municipal ordinance that creates the court, I ask that you repeal your latest court ordinance and approve this ordinance. Under section 1, there are blanks for referencing your previous ordinance and when it was adopted.

The Successor Agreement revisions address the changes in state law. Attached to the agreement is reference to the state statutes referenced in this agreement for your convenience. Also added to the agreement is the creation of a vice chair for the administrative Committee and how and when they are elected as well as the election of the chairperson.

If you have any questions, please feel free to call me at 414-881-9726.

SUCCESSOR AGREEMENT FOR THE OPERATION OF THE LAKE COUNTRY
MUNICIPAL COURT a/k/a MUNICIPAL COURT
FOR WESTERN WAUKESHA COUNTY
(Pursuant to Section 66.0301, Wis. Stats.)

AGREEMENT effective November 11, 2021, and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the City of Oconomowoc, Town of Oconomowoc, Village of Summit, Town of Merton, Town of Lisbon, Town of Delafield, Town of Erin, Village of Hartland, Village of Oconomowoc Lake, Village of Chenequa, Village of Lac La Belle, Village of Sussex, Village of Merton, Village of Dousman, Village of Nashotah, Village of Sullivan, Village of Johnson Creek, Town of Ottawa (Contract Member), and Town of Ixonia (Contract Member), Town of Sullivan (Contract Member), all being municipal corporations organized and existing under the laws of the State of Wisconsin.

RECITALS:

WHEREAS, Section 755.01(1), Wis. Stats., provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

WHEREAS, Section 755.01(4), Wis. Stats., provides that two or more cities, towns or villages may enter into an agreement under Section 66.0301, Wis. Stats., for the joint exercise of the power granted under Section 755.01(1), after enactment of identical ordinance by each affected City, Town or Village; and

WHEREAS, the municipalities that are parties to this agreement have enacted identical ordinances thereby creating and establishing a municipal court to serve said municipalities; and

WHEREAS, the municipalities have expressed willingness to enter into a contract for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Section 755.01 (4) and 66.0301, Wis. Stats.

NOW, THEREFORE, in consideration of the benefits to be derived by each municipality from the joint operation of the municipal court, the member municipalities agree as follows:

1. GENERAL. The municipal court shall be organized and shall operate pursuant to Chapter 755 Wis. Stats., the ordinances adopted by the member municipalities, and the terms of this agreement. In the event of conflict, the provisions of the Wisconsin statutes governing this court shall prevail. Pursuant to Section 755.01 (4), Wis. Stats., each member of the multimember Municipal Court shall adopt identical ordinances, and after adoption execute this Intermunicipal Agreement.

2. ORGANIZATION. Except for matters required by statute to be determined by the respective governing bodies of member municipalities, the general operation of the court shall be by the judge and the Court Administrative Committee. In addition, the Administrative Committee has currently authorized three sub-committees, namely: (1) Operations Committee; (2) Personnel Committee; and (3) Long Range Planning Committee. Each sub-committee shall have no less than three (3) members appointed by the chairperson of the Administrative Committee. Each sub-committee will in turn appoint a chair and keep brief minutes/notes of any meetings. Meetings will be publicly posted. The Operations Committee will meet not less than monthly, review and approve monthly financial statements and payment of bills, deal with general court operations, and formulate and recommend the annual court budget. The Personnel Committee will meet as needed and deal with personnel issues only. Both the Operations Committee and Personnel Committee may be involved, either individually or jointly, in the update of any employee handbook. The Long-Range Planning Committee will meet as needed to discuss and make recommendations as to the court's future facility needs.

3. COURT ADMINISTRATIVE COMMITTEE.

(a) Composition. The Court Administrative Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President or Chairperson of the member municipality, subject to confirmation by the respective governing body. In order to assure participation and continuity of representation, each member municipality may appoint an alternate who shall act on committee matters in the absence of the representative. Contract municipalities shall not be a member of the Administrative Committee. The Administrative Committee shall appoint a chair and a vice chair for a term not to exceed 2 years. These appointments shall occur at the annual fall meeting or whenever a vacancy occurs. The appointments takes effect on January 1 of the following year.

(b) Powers and Duties. The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee may delegate certain authority or powers to the Operations or other committees. The Administrative Committee shall recommend to the governing bodies the annual court budget and the bail bond schedule for the court. The Operations Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with input from the judge, recommend that the court's participating municipalities approve the annual budget as prepared and recommended by the Operations Committee for the operation of the court.

(c) Voting and Procedure. The Court Administrative Committee shall be governed by Robert's Rules of Order and a majority vote of all the representatives of the Court Administrative Committee shall be required to adopt any motion or resolution. A simple majority of members or alternate members shall constitute a quorum.

Many of the municipalities that comprise this Municipal Court for police protection purposes contract with a County Sheriff's Department. If a municipality that contracts with a Sheriff's Department for police service appoints the Contract Deputy Sheriff as the municipality's member of the Administrative Committee, the Contract Deputy Sheriff shall be entitled to vote on any matter as the representative for each of the municipalities that the Contract Deputy Sheriff represents. Each municipality represented by a Contract Deputy Sheriff shall count toward meeting the quorum requirement.

4. MUNICIPAL JUDGE. This court shall be presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the court's Member or Contract Municipalities. The Municipal Judge shall be elected at large in the spring election for a term commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Section 8.10, Wis. Stats, and selection at a primary election if such is held as provided in Section 8.11, Wis. Stats. Each Member Municipality shall provide for a primary election whenever three (3) or more candidates file nomination papers for the position of Municipal Judge as provided in Section 8.11(1)(a), Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in Section 5.02(22), Wis. Stats.

5. ELECTIONS. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.58(1) (c), 5.60(1)(b), 5.60(2), 7.10(1)(a), 7.60(4)(a) and 8.10(6)(a) to provide for the election of a Municipal Judge under Section 755.01 (4).

6. OATH AND BOND. The judge shall, after his/her election or appointment to fill a vacancy, take and file the official oath as prescribed in Section 757.02(1), Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section 19.01(4)(c) and Section 755.03(2), Wis. Stats.

7. JURISDICTION. The Municipal Judge of the Municipal Court shall have such jurisdiction as provided by Section 755.045 and 755.05, Wis. Stats., and as otherwise provided by state law. The Municipal Judge is authorized to issue inspection warrants under Section 66.122 and 66.123, Wis. Stats.

8. JUDGE'S SALARY. The salary of the Judge shall be set by the annual budget of the Court, approved and recommended by the Administrative Committee, and approved by the City Common Council and Village and Town Boards as part of the budget process.

9. LOCATION AND HOURS. The Municipal Court shall be held in the Community Room of the City of Oconomowoc Public Safety Building or at such other locations as the Administrative Committee may direct. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

10. CLERK. The Clerk is appointed by the Judge pursuant to Section 755.10, Wis. Stats. Salary and fringe benefits of the Clerk and any Deputy Clerks or other part-time employees are set forth in the Court's annual budget and must be approved and

recommended by the Administrative Committee, and approved by the City Common Council, Village and Town Boards.

11. FORFEITURES FEES PENALTY ASSESSMENTS AND COSTS. All forfeitures, fees, penalty assessments and other costs paid to the Municipal Court shall be accounted for and disbursed by the Municipal Court with the approval of the Operations Subcommittee on a not less than monthly basis. The Municipal Judge may impose punishment and sentences as provided by Section 800.09, Wis. Stats., and as provided in the ordinances of the Member Municipalities.

12. STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT. The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800, Wis. Stats, and, where applicable, other provisions of the Wisconsin Statutes. The Municipal Judge shall establish in accordance with Section 800.03(3), Wis. Stats, a schedule of deposits for violations of city, village and town ordinances, resolutions and by-laws, except traffic regulations which are and shall be governed by Chapter 345.27, Wis. Stats., and boating regulations which are and shall be governed by Chapter 23.67, Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

13. PROCEDURE IN MUNICIPAL COURT. The procedure in Municipal court shall be as provided by this ordinance and state law, including, but not excluding because of enumeration, Chapters 66, 345, 751, 757 and 800, Wis. Stats.

14. CONTEMPT PROCEDURES.

(a) The Municipal Judge may impose a sanction authorized under Section 800.12(2) for contempt of court as defined in Section 785.01 (1), Wis. Stats., in accordance with the procedures under Section 785.03, Wis. Stats.

(b) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(2) Wis. Stats. in an amount not to exceed \$200.00 (or as otherwise authorized by statute), or, upon nonpayment of the forfeiture and the penalty assessment under Section 165.87 Wis. Stats., a jail sentence not to exceed 7 days.

15. BUDGET PROCESS.

(a) Time and Approval. The Operations Committee, Judge, and Clerk shall formulate a budget annually to be approved by the Administrative Committee no later than November 15th of each year for the next succeeding year. The members of the committee shall present said budget to their respective governing bodies for approval. The budget shall be approved annually by the governing bodies no later than December 31. Approval by a majority of all the Member Municipalities shall constitute approval of the budget.

(b) Court Costs. The local share of the court costs required to be collected pursuant to Section 814.65(1), Wis. Stats., shall be retained by the court to be applied to the operating expenses of the court. Any excess of costs collected shall be held in reserve or otherwise disbursed as approved by the Administrative Committee in compliance with all applicable statutes.

(c) Court Operating Expenses. The net operating expenses, if any, after application of the local share of the court costs, shall be charged to Member Municipalities based upon each municipality's percentage of total annual filed cases. Contributions shall be based upon the approved budget, with appropriate credits and debits being made on the next succeeding billing after annual audit. Payment shall be made within 30 days of billing. Citations entered by the court for any municipality when not received by the court in electronic format, will be assessed a per citation fee for entering such citations into the court software. Any community using the court will be assessed a fee set by the Administrative Committee if no citation has been submitted to the court in a calendar year. The current cost per citation entry is \$5.00 and \$500.00 per year if no citations submitted.

(d) Capital Expenditures. Capital expenditures shall be made a separate line item of the annual budget. All purchases other than operating expenses over \$500.00 shall be noted as Capital Expenditures.

16. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all member governing bodies shall be required to adopt any resolution pertaining to the operation of the court, or amending this agreement.

17. CONTRACT MUNICIPALITIES. The court may add additional communities in the future upon request of a community and approval of the Administrative Committee. Any added community will come into the court as a Contract Municipality. If the Contract Municipality is satisfied with the operation of the court, and the Administrative Committee is satisfied with the nature and level of services being provided to the Contract Municipality, the Contract Municipality may apply for Member Municipality status with such application to be approved by vote of the Administrative Committee. Any Contract Municipality will have municipal court services provided pursuant to a contract entered into between the Contract Municipality and the Administrative Committee. Contract Municipalities do not have a vote on the Administrative Committee. Any costs incurred by the court in adding the contract community will be charged to that community.

18. TERMINATION. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Administrative Committee no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year. The Municipal Court hereby established shall not be abolished while the Section 755.01 (4) Agreement is in effect.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement under seal to be effective as of the date first written.

Municipality

Approved: _____
Date

BY: _____
Mayor/President/Chairperson

ATTEST:

Clerk

Municipality

November 10, 2021

755.01 Option of municipality.

- (1) There is created and established in and for each city, town and village, a municipal court designated "Municipal Court for the (city, town or village) of (name of municipality)". A municipal court created under this subsection is a coequal branch of the municipal government, subject to the superintending authority of the supreme court, through the chief judge of the judicial administrative district. A court shall become operative and function after January 1, 2011, when the city council, town board, or village board adopts an ordinance or bylaw providing for the election of a judge and the operation and maintenance of the court, receives a certification from the chief judge of the judicial administrative district that the court meets the requirements under ss. [755.09](#), [755.10](#), [755.11](#), and [755.17](#), and provides written notification to the director of state courts of the adoption of the ordinance or bylaw. A permanent vacancy in the office of municipal judge shall be filled under s. [8.50 \(4\) \(fm\)](#). Any municipal court established under this section is not a court of record. The court shall be maintained at the expense of the municipality. The municipal governing body shall determine the amount budgeted for court maintenance and operations. The budget of the municipal court shall be separate from, or contained on a separate line item from, the budget or line items of all other municipal departments, including the budget or line items of the municipal prosecuting attorney and the municipal law enforcement agency.
- (2) The governing body may by ordinance or bylaw abolish the municipal court as part of a consolidation under s. [66.0229](#) or at the end of any term for which the judge has been elected or appointed, but only if the ordinance or bylaw abolishing the court is submitted to the appropriate filing office under s. [11.0102 \(1\) \(c\)](#) and to the director of state courts prior to October 1 of the year preceding the end of the term for which the judge has been elected or appointed. The governing body may not abolish the municipal court while an agreement under sub. [\(4\)](#) is in effect.
- (3) A municipality may establish as many branches of municipal court as it deems necessary.
- (4) Two or more cities, towns or villages of this state may enter into an agreement under s. [66.0301](#) for the joint exercise of the power granted under sub. [\(1\)](#), except that for purposes of this subsection, any agreement under s. [66.0301](#) shall be effected by the enactment of identical ordinances by each affected city, town or village. Electors of each municipality entering into the agreement shall be eligible to vote for the judge of the municipal court so established. If a municipality enters into an agreement with a municipality that already has a municipal court, the municipalities may provide by ordinance or resolution that the judge for the existing municipal court shall serve as the judge for the joint court until the end of the term or until a special election is held under s. [8.50 \(4\) \(fm\)](#). Each municipality shall adopt an ordinance or bylaw under sub. [\(1\)](#) prior to entering into the agreement. The contracting municipalities need not be contiguous and need not all be in the same county. Upon entering into or discontinuing such an agreement, the contracting municipalities shall each transmit a certified copy of the ordinance or bylaw effecting or discontinuing the agreement to the appropriate filing officer under s. [11.0102 \(1\) \(c\)](#). Any court formed under this subsection, including the formation of a new court by a change in the municipalities that have entered into an agreement under s. [66.0301](#), shall become operative and function when the requirements under this subsection are met, the court receives a certification from the chief judge of the judicial administrative district that the court meets the requirements under ss. [755.09](#), [755.10](#), [755.11](#), and [755.17](#), and the court provides written notification to the director of state courts. Discontinuation of an agreement under this subsection shall be effective at the end of the term for which the judge has been elected or appointed but only if the ordinance or bylaw discontinuing the agreement is submitted to the appropriate filing office under s. [11.0102 \(1\) \(c\)](#) and to the

director of state courts prior to October 1 of the year preceding the end of the term for which the judge has been elected or appointed. When a municipal judge is elected under this subsection, candidates shall be nominated by filing nomination papers under s. [8.10 \(6\) \(bm\)](#), and shall register with the filing officer specified in s. [11.0102 \(1\) \(c\)](#).

History: [1977 c. 187 s. 94](#); [1977 c. 305](#); Stats. 1977 s. 755.01; [1985 a. 89, 304](#); [1987 a. 389](#); [1989 a. 274](#); [1997 a. 208](#); [1999 a. 150 s. 672](#); [1999 a. 182](#); [2001 a. 109](#); [2009 a. 402](#); [2015 a. 117](#); [2017 a. 366](#); [2019 a. 70](#).

755.02 Term. The judges shall be elected at large for a term of 4 years unless a different term, not exceeding 4 years nor less than 2 years, is provided by charter ordinance enacted under s. [66.0101](#). The term shall commence on May 1 of the year of the judge's election.

History: [1977 c. 187 s. 94](#); [1977 c. 273, 305, 447](#); Stats. 1977 s. 755.02; [2009 a. 402](#)

755.03 Oath and bond.

(1) The judge shall, after election or appointment, take and file the official oath as prescribed in s. [757.02 \(1\)](#) and at the same time, if required to do so by a city's, village's, or town's governing body, execute and file an official bond in an amount to be fixed by the governing body. If the governing body does not require the judge to execute and file an official bond, the governing body shall obtain a dishonesty insurance policy or other appropriate insurance policy that covers the judge, in an amount fixed by the governing body, in lieu of the bond requirement. The governing body shall pay the costs of the bond or insurance policy. No judge may act as such until he or she has complied with the requirements of sub. (2).

(2) Within 10 days after a municipal judge takes the oath, the judge shall file the oath and, if required to do so as described in sub. (1), the official bond with the clerk of the city, town or village where the judge was elected or appointed. If the municipal judge is elected under s. [755.01 \(4\)](#), the judge shall file copies of the oath and bond with each applicable municipal clerk. The judge shall file a certified copy of the oath with the office of director of state courts within the 10-day time period after the judge takes the oath.

History: [1977 c. 187 s. 94](#); [1977 c. 305](#); Stats. 1977 s. 755.03; Sup. Ct. Order, 88 Wis. 2d xiii (1979); [1983 a. 192](#); [1985 a. 89, 304](#); [2009 a. 402](#); [2017 a. 51](#); [2019 a. 113](#).

755.04 Salary. The governing body shall fix a salary for the judge. The salary may be increased by the governing body before the start of the 2nd or a subsequent year of service of the term of the judge, but shall not be decreased during a term. The salary of a municipal judge who is designated or appointed under s. [8.50 \(4\) \(fm\)](#) or [800.06](#) shall be determined by contract between the municipality and the judge. The judge may not serve until the contract is entered into. Salaries may be paid annually or in equal installments as determined by the governing body, but no judge may be paid a salary for any time during the term during which the judge has not executed and filed his or her official bond or official oath, as required by s. [755.03](#).

History: [1977 c. 187 s. 94](#); [1977 c. 305 s. 64](#); Stats. 1977 s. 755.04; [1985 a. 304](#); [2009 a. 402](#).

755.045 Jurisdiction.

(1) A municipal court has exclusive jurisdiction over an action in which a municipality seeks to impose forfeitures for violations of municipal ordinances of the municipality that operates the court, except as follows:

(a) If the action is transferred under s. [800.035 \(5\) \(c\)](#) or [800.05 \(3\)](#) to a court of record.

(b) If equitable relief is demanded the plaintiff shall bring the action in a court of record.

(c) Whenever the municipal court of a 1st class city in any county having a population of 750,000 or more is not in session, the circuit court has concurrent jurisdiction to hear municipal court cases.

- (2) A municipal judge may issue civil warrants to enforce matters which are under the jurisdiction of the municipal court, as provided in ch. [800](#). Municipal judges are also authorized to issue inspection warrants under s. [66.0119](#).
- (3) A municipal judge may order the payment of restitution for violations of ordinances that prohibit conduct that is the same as or similar to conduct prohibited by state statute punishable by fine or imprisonment or both. The judge shall use the restitution procedure under s. [800.093](#).

History: [1977 c. 187 s. 94](#); [1977 c. 305](#); Stats. 1977 s. 755.045; [1979 c. 32 s. 92 \(17\)](#); [1985 a. 179](#); [1989 a. 261](#); [1991 a. 40](#); [1999 a. 150](#); [2009 a. 402](#); [2017 a. 207 s. 5](#).

755.05 Territorial jurisdiction. Every judge has statewide jurisdiction as authorized by this chapter and ch. [800](#).

History: [1977 c. 187 s. 94](#); [1977 c. 305 s. 64](#); Stats. 1977 s. 755.05; [1985 a. 89](#); [2009 a. 402](#).

755.06 Sessions of court. The municipal court shall be open daily or as determined by the judge and approved by the governing body.

History: [1977 c. 187 s. 94](#); Stats. 1977 s. 755.06; [1983 a. 192 s. 303 \(4\)](#); [2009 a. 402](#).

755.09 Office, where kept.

- (1) The governing body of the city, village, or town shall provide the judge with an office or appropriate work space other than at a place prohibited under sub. (2).
- (2) No judge may keep his or her office or hold court in any tavern, or in any room in which intoxicating liquors are sold, or in any room connecting with a tavern or room in which intoxicating liquors are sold.

History: [1977 c. 187 s. 94](#); [1977 c. 305 s. 64](#); Stats. 1977 s. 755.09; [1997 a. 27](#); [2009 a. 402](#).

755.10 Employees.

- (1) Except as provided in sub. (2), the judge shall in writing appoint the personnel that are authorized by the council or board. The council or board shall authorize at least one clerk for each court. Except as provided in sub. (2), the hiring, termination, hours of employment, and work responsibilities of the court personnel, when working during hours assigned to the court, shall be under the judge's authority. Their salaries shall be fixed by the council or board. The clerks shall, before entering upon the duties of their offices, take the oath provided by s. [19.01](#) and give a bond if required by the council or board. The cost of the bond shall be paid by the municipality. Oaths and bonds of the clerks shall be filed with the municipal clerk.
- (2) In the municipal court located in the city of Milwaukee the court administrator shall in writing appoint the personnel that are authorized by the council or board. In the municipal court located in the city of Milwaukee the hiring, termination, hours of employment, and work responsibilities of the court personnel, when working during hours assigned to the court, shall be under the court administrator's authority.

History: [1977 c. 187 s. 94](#); Stats. 1977 s. 755.10; [1983 a. 192 s. 303 \(4\)](#); [2009 a. 402](#); [2011 a. 260 s. 80](#).

800.12 Municipal court contempt procedure.

- (1) In this section, "contempt of court" means any of the following intentional acts:
 - (a) Misconduct in the presence of the court that interferes with the court proceeding or with the administration of justice, or that impairs the respect due the court.
 - (b) Refusal of a witness to appear without reasonable excuse.
- (2) A judge may impose a forfeiture in an amount not to exceed \$200 for a contempt of court.
- (3) For a contempt of court described in sub. (1) (a), the judge may impose imprisonment in the county jail for not more than 7 days and impose a forfeiture. These penalties shall be imposed immediately after the contempt of court has occurred and only under the following conditions:

- (a) For the purpose of preserving order in the court and protecting the authority and dignity of the court.
- (b) After allowing the person who committed the contempt of court an opportunity to address the court.
- (4) For a contempt of court described in sub. [\(1\)\(b\)](#), the judge may do any of the following:
 - (a) Issue a warrant to bring the witness before the court for the contempt and to testify.
 - (b) In addition to ordering the witness to pay a forfeiture under sub. [\(2\)](#), the judge may order the witness to pay all costs of the witness's apprehension.

History: [1977 c. 305](#); [1979 c. 32 s. 68](#); [1979 c. 257](#); Stats. 1979 s. 800.12; [1987 a. 27](#); [1989 a. 107](#); [1991 a. 39](#); [1993 a. 16](#); [1997 a. 27](#); [1999 a. 9](#); [2001 a. 16](#); [2003 a. 139](#); [2009 a. 402](#).

November 11, 2021

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

Re: The Glen at Overlook Trails
Project Closeout

Dear Mr. Bailey:

The Developer for "The Glen at Overlook Trails" project, Neumann Developments, Inc., along with their Engineer, Trio Engineering, LLC, have submitted project certification and closeout documentation as required in the Developer Agreement. Attached to this email, you will find a project certification, request to accept storm sewer and roadway improvements, a request to eliminate the current letter of credit, and lien waivers associated with the final public improvements that were made at the site.

We, along with Village Staff, have reviewed the project area and have found that all punch list items have been completed and there is nothing outstanding with this project. On September 27, 2021, the Village Board passed a resolution accepting the public storm sewer and roadways. That acceptance was contingent on the Developer completing outstanding punch list items and recording outstanding easement documents. Since that date, all items have been completed.

We recommend that the Village accept the Developer's project certification and we also recommend that the Village eliminate the current letter of credit in place for this development, as requested.

Lastly, the landscaping in the entrance median boulevard was modified from what was originally approved by the Planning Commission and Village Board. The Developer has installed "equals" to the original plan and has provided an as-built of the landscaping plan for the entrance. That document is attached.

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

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch, E.I.T.
Project Engineer
pgesch@ruekertmielke.com

PWG:pwg
Enclosure(s)

cc: Dave Felkner, Village of Hartland
Darlene Igl, MMC/WCPC, Village of Hartland
Ryan T. Amtmann, P.E., Ruekert & Mielke, Inc.



September 29, 2021

Ryan S. Bailey, CPA
Interim Village Administrator/Finance Director/Treasurer
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

**Re: Overlook Trails Condominium
Project Certification**

Dear Mr. Bailey:

As Engineer for the Developer of Overlook Trails Condominium, we hereby certify that, to the best of our knowledge and belief, all improvements shown on the approved plans and plat have been completed in a good and workmanlike manner, and in full compliance with the plans and specifications as amended with the approval of the Village.

Should you have any further questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Pudelko", is written over a light blue horizontal line.

Josh Pudelko, PE, MS
Trio Engineering, LLC



September 29, 2021

Ryan S. Bailey, CPA
Interim Village Administrator/Finance Director/Treasurer
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

**Re: Overlook Trails Condominium
Dedication and Acceptance of Storm Water and Paving Public Improvements**

Dear Mr. Bailey:

This letter is to request acceptance of the dedication of the Storm Sewer System and Paving the in the Overlook Trails Condominium.

I am hereby notifying the Village that all public improvements to the Overlook Trails Storm Sewer System and Paving are complete as described in the Condominium Plat, Developer's Agreement and any exhibits in relation to such.

Please schedule village inspections of such systems and forward me a "punch list" of repair items necessary to bring these public improvements into conformance with the Condominium Plat and applicable plans and specifications.

If you have any questions on the above, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Lindgren", is written over a faint circular stamp or watermark.

Bryan Lindgren
Neumann Developments Inc.



September 29, 2021

Village of Hartland
Attn: Ryan Bailey
210 Cottonwood Ave
Hartland, WI 53029

We all agree that the attached work described in the project draw for Overlook Trails dated through period 9/29/21 has been completed.

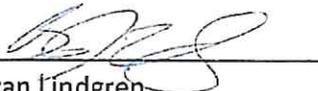
We also agree that:

- 1) Dollar Value of work is accurate.
- 2) Work has been completed in a good and workmanlike manner in compliance with the Plat and Applicable plans and specifications
- 3) No Liens will attach to this site.
- 4) There is no additional work to complete.

We would like to ask at this time that you perform an inspection (if needed) and grant us a reduction in our letter of credit amount of \$428,011.60, which will leave a new balance of \$0. We believe that the work has been completed in a good and workmanlike manner, and in full compliance with the plans and specifications as amended with the approval of the Village.

Please send a letter to Ms. Lynn Sigfred, Park Bank, 14870 W. Greenfield Ave, Brookfield, WI 53005 referencing Letter of Credit No. 07262019 authorizing her to reduce the letter of credit to \$0.

Sincerely,

X 
Bryan Lindgren
Neumann Developments Inc.

X 
Josh Pudelko
Trio Engineering LLC

Overtook Trails

50 Units

Hartland, Wisconsin

LOC Reduction Request #4

Description	Contractor	Contract Amount	C.O. To Date	Contract to Date	Tot. Comp. & Stored T.D.	Retain	Total Earned Less Retain	Previous Payments	Current Draw	Net Due
Erosion Control & Seeding	New Berlin Grading	\$ 154,000.00		\$ 154,000.00	\$ 154,000.00	\$ -	\$ -	\$ 154,000.00	\$ -	\$ -
Grading	New Berlin Grading	\$ 779,000.00		\$ 779,000.00	\$ 779,000.00	\$ -	\$ -	\$ 779,000.00	\$ -	\$ -
Sanitary Sewer	DF Tomasini	\$ 538,165.00		\$ 538,165.00	\$ 538,165.00	\$ -	\$ -	\$ 538,165.00	\$ -	\$ -
Water Service	DF Tomasini	\$ 399,932.00		\$ 399,932.00	\$ 399,932.00	\$ -	\$ -	\$ 399,932.00	\$ -	\$ -
Storm Sewer	DF Tomasini	\$ 425,475.00		\$ 425,475.00	\$ 425,475.00	\$ -	\$ -	\$ 425,475.00	\$ -	\$ -
Curbs and Paths	Payne & Dolan	\$ 181,926.72		\$ 181,926.72	\$ 181,926.72	\$ -	\$ -	\$ 181,926.72	\$ -	\$ -
Paving	Payne & Dolan/Stark	\$ 358,297.83		\$ 358,297.83	\$ 358,297.83	\$ -	\$ -	\$ 358,297.83	\$ -	\$ -
Totals		\$ 2,836,796.55	\$ -	\$ 2,836,796.55	\$ 2,836,796.55	\$ -	\$ -	\$ 2,836,796.55	\$ -	\$ -
		\$ 425,519.48	\$ -	\$ 425,519.48					15% of Net Due	\$ -
		\$ 3,262,316.03	\$ -	\$ 3,262,316.03						\$ -
		\$ 3,252,316.03								

Minimum Letter of Credit amount prior to Binder/Substantial Completion is equal to 100% of uncompleted items plus 15% of completed improvements

Minimum Letter of Credit amount to be kept for 14 months post Binder/Substantial Completion is equal to 10% of total LOC plus 100% of uncompleted

Warranty Expiration date	11/17/2021
Surety Required	\$ -
Less Present Surety	\$ 428,011.60
This Reduction:	\$ 428,011.60

\$ 425,519.48

\$ 326,231.60

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to

Overlook Trails, LLC on the job of Overlook Trails Subdivision
(Owner) (Name)

located at: Overlook Trails Subdivision, Hartland, WI
(Job Description)

and does hereby release any mechanic's lien, stop notice, or any bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress for labor, services, equipment, or materials, furnished to owner through Invoice #2181-59 only, and does not
(Date/Invoice or Pay Application #)

cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use the conditional release form.

Company: D.F. Tomasini Contractors, Inc.
(Company Name)

By: 
(Signature)

Date: 9/22/2021

Kirk Dexheimer, President
(Name and Title)

FINAL WAIVER OF LIEN

DATE 10/5/2021

For value received we hereby waive all rights and claim for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For: Overlook Trails, LLC owner

By: Stark Pavement Corporation contractor

same being situated in Waukesha County, State of Wisconsin, described as:

The Glen at Overlook Trails
Lisbon Rd & Jungbluth Road
Hartland, WI

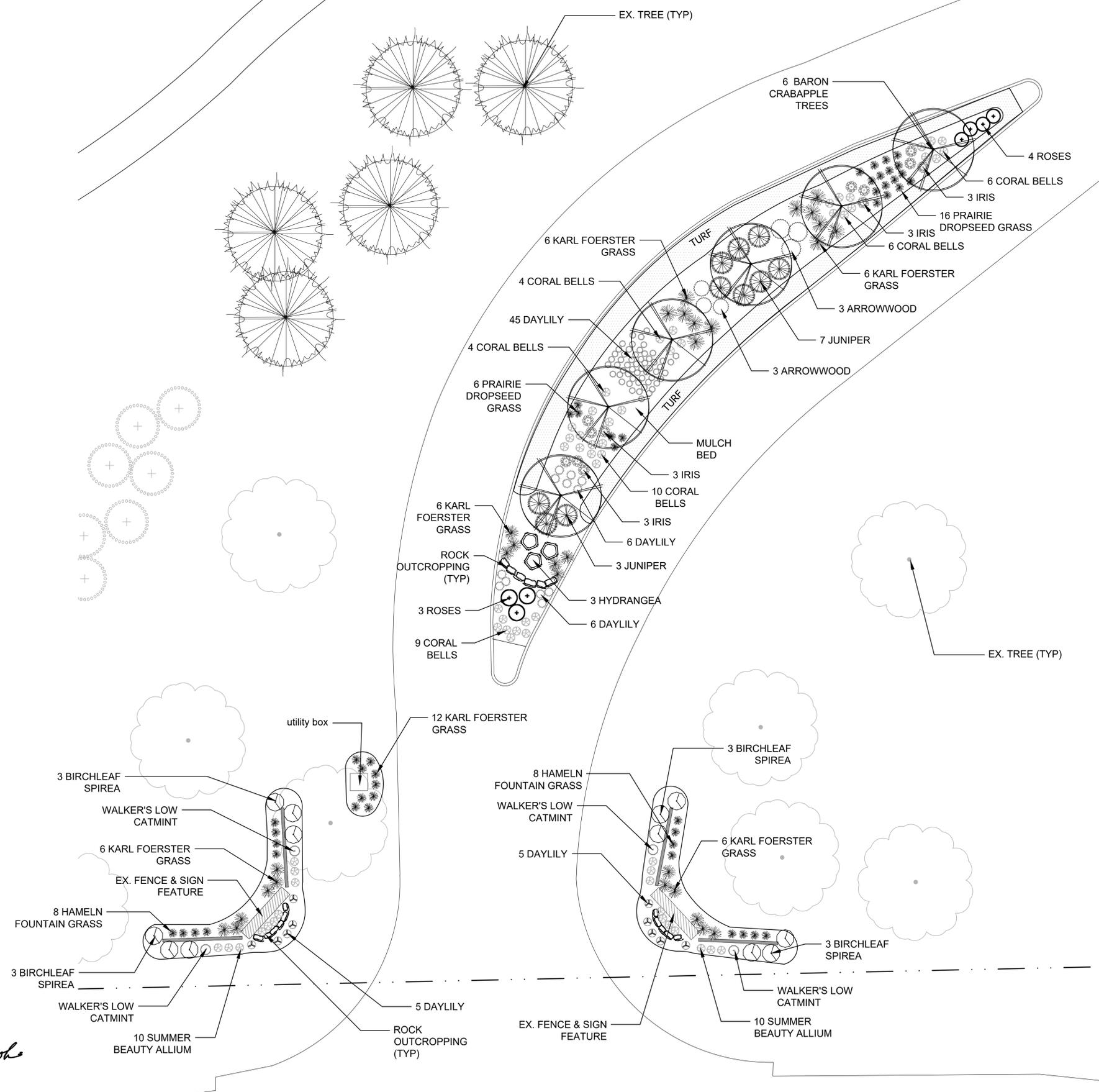
for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except; None

Stark Pavement Corporation

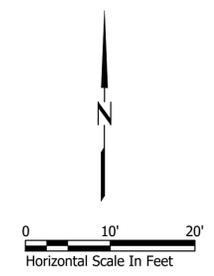


Signature

Title: VP of Finance



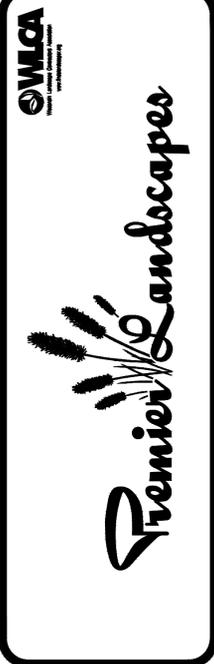
ENTRANCE MEDIAN ENLARGEMENT PLAN



Gerard A. Rewdlinski



PLANTINGS, STRUCTURES AND OTHER REPRESENTATIONS SHOWN ON THIS PLAN ARE FOR THE PURPOSE OF CONVEYING LANDSCAPE DESIGN FEATURES. REFER TO PREPARED CONTRACT DOCUMENTS FOR SPECIFIC ITEMS INCLUDED IN ANY PARTICULAR PHASE OF LANDSCAPE CONSTRUCTION.



LANDSCAPE DEVELOPMENT FOR
THE GLEN AT OVERLOOK TRAILS
VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN

LANDSCAPE ARCHITECTURE

DESIGN BY: DWJ

DRAWN BY: GAR

DATE: 10/23/2021

REVISED:

SCALE: 1"=10'-0"

SHEET: L100

TREES ON THE MOVE

5611 S. Calhoun Road
New Berlin, WI 53151
Phone: (262) 679-5200
treesonthemove.com



**Village of Hartland
Administration**

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

Committee: Village Board	Date: 11/16/2021
Village Board Item Number:	Date: 11/22/2021
Submitted By: Dave Felkner: Interim DPW Director	
Subject: Receive Approval to Place Order for a DPW Pickup and Water Truck in 2021	

Details:
Through the 2022 budget process, the Village Board approved the purchase of a DPW pickup truck and a new service truck for the water utility. The price for DPW F-250 truck is \$29,616.00. The water utility service truck proposal is \$91,085.00.
We are requesting to purchase the vehicles in 2021 with delivery in 2022. The Village will save 10,000 if the vehicles are ordered in 2021 verses 2022.

Financial Remarks:
The cost of the vehicles will come out of the 2022 budget upon delivery.

Options & Alternatives:

Executive Recommendation:
Staff recommends placing the orders of the DPW and Utility service truck in 2021 for delivery in 2022. If ordered now the Village will save \$5,000.00 per truck chasis.



**Village of Hartland
Administration**

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

Committee: Village Board	Date: 11/16/2021
Village Board Item Number:	Date: 11/22/2021
Submitted By: Dave Felkner; Interim DPW Director	
Subject: Adjustment in User Group Facility Application and Restoration Agreement	

Details:
Park Board and Village staff recommend increasing the Centennial Field reservation fee from \$25.00 to \$35.00. The athletic field restoration agreement is also included. Staff recommends raising the price of Centennial Park football field deposit from \$250.00 to \$500.00. For consistency, we also suggest raising all soccer fields deposits from \$150.00 to \$500.00.

Financial Remarks:

Options & Alternatives:
The Village Board can raise the field reservation and restoration fees or have the pricing remain the same.

Executive Recommendation:
Staff recommends raising the Centennial field reservation from \$25.00 to \$35.00. We also recommend raising the restoration agreement deposit to \$550 on the Centennial football field and all soccer fields.

**VILLAGE OF HARTLAND
ATHLETIC FACILITY SCHEDULING APPLICATION**

Organization or Individual's Name: _____

Name of Person In Charge: _____

Telephone Number: (Home) _____ (Work) _____ (EMAIL) _____

Address: _____
Street/Mailing Zip Code

Two Alternate Names If Above Person Cannot Be Reached: **(Must Be Completed)**

Name _____ Address _____ Phone (Home, Work & EMAIL) _____

Name _____ Address _____ Phone (Home, Work & EMAIL) _____

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

Signature _____

Date Paid _____ Field Fees Paid _____ Deposit Paid _____ Preps Paid _____ Receipt Number _____
(Office Use Only)

<i>Permit Number:</i> _____ <i>Provide Dates, Times or Attach Schedule</i>	Fee Per Use (Including Games and Practices) <i>Tax not Charged for Tax-Exempt</i>	Deposit (See Below)	Field Prep Charges <i>See Page 2</i>	Total Amount Due	Date Issued	Insurance Certificate?	Request Taken By
Baseball Fields (Large)							
Nixon	\$35.00 + 1.75						
Centennial	\$35.00 + 1.75						
Hartbrook	\$25.00 + 1.25						
Penbrook	\$25.00 + 1.25						
Baseball Fields (Small)							
Hartbrook	\$25.00 + 1.25						
Joliet	\$25.00 + 1.25						
Nixon	\$25.00 + 1.25						
Softball Field							
Bark River*	\$35.00 + 1.75						
Soccer Fields(Large)							
Centennial	\$30.00 + 1.50						
Hartbrook	\$30.00 + 1.50						
Penbrook	\$30.00 + 1.50						
Soccer Field (Small)							
Hartbrook	\$30.00 + 1.50						
Football Field							
Centennial	\$100.00 + 5.00						
Tennis Courts/Pickleball							
Nixon	\$11+ .55 per court every 2 hours						
Penbrook	\$11+ .55 per court every 2 hours						

*Field Reservation Includes Shelter at Bark River Park Only

Turn Page Over for Prep Fees

Refundable Deposit Amounts	\$50.00	\$100.00	\$200.00	\$300.00	\$400.00
Number of Participants	0-50	51-100	101-200	201-300	300+

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

REQUIREMENTS FOR ATHLETIC FIELD USE AND FIELD PREPARATION APPLICANTS

1. It will be the responsibility of the sponsor/individual reserving the athletic facilities to pick up litter in the area after the event, including in the surrounding park area. The applicant will be responsible for any damage or excessive clean up required and the cost will be deducted from the deposit.
2. All equipment and personal items must be removed from the park by sun down or the closing time approved by the Park Board.
3. Restroom facilities and parking lots are open to park patrons. **NOT EXCLUSIVE TO THE PERMIT HOLDER.** Parking is permitted in designated areas only. **Vehicles cannot be parked in the picnic areas or the grass.**
4. Certificate of insurance naming the Village of Hartland as additional insured must be provided.
5. DISORDERLY CONDUCT PROHIBITED.
6. For the enjoyment of all park patrons, dogs must be licensed, on a leash not exceeding six feet in length and under the owner's control. Owners shall promptly remove and dispose of any excrement in a sanitary manner.
7. Fields must be reserved for make-up games and a minimum of 24 hours notice given (one working day) to prep a field for a make-up game.
8. DPW requires a minimum of 24 hours notice (one working day) for a newly scheduled field preparation.
9. DPW will spend no more than two hours preparing a facility for a game.
10. In the case of inclement weather, field preps will not be made. Notification will be provided to appropriate contact person if conditions do not allow for field preparation. Please follow the Hartland Athletic Field Group Guidelines for Field Playing Conditions and contact DPW at 262-367-4750 or Recreation Director Kelli Yogerst at 262-367-0352.
11. Park Shelter application must be made separately if they are to be used in conjunction with a field's use, except at Bark River Park where the shelter is included with the field reservation.
12. Application for field reservations for a specific year cannot be made before January 1st.
13. All uses must be open to the public, free of charge. Participants may not pass a collection plate or solicit from the audience.
14. Games or practices shall not be scheduled earlier than April 15th (subject to field conditions due to weather) for any field.
15. Only one type of athletic play may take place on any field at a time.
16. The "per use" fee is charged for practices, as well as games. See the Facility Reservations Policy adopted on 8/15/2013 for full details.

Field	Cost Per Prep	Amount of Preps Requested	Total Prep Cost
Large fields: Bark River, Nixon, Hartbrook, Centennial & Penbrook	\$50		
Joliet, Hartbrook (Small), NixonT-Ball	\$15		
Soccer/Lacrosse	\$60		
Football Field	\$60		

VILLAGE OF HARTLAND
ATHLETIC FIELD RESTORATION AGREEMENT

DATES OF USE: _____

FIELD: _____

The undersigned hereby agrees to fully accept restoration responsibility of the above named field due to unacceptable field conditions that may result from the allowed use on the athletic field. The limits/items of restoration may include complete removal and replacement of sod, diamond mix, or other field appurtenances. These field restoration costs shall be in addition to any field reservation fees and field preparation fees that are paid in advance of field use. Documentation of field conditions shall be made by the Village staff by the taking of photos both prior to and after the reserved use of the fields. Acts of vandalism outside of the normal field use shall not be the responsibility of the field user. All restoration shall be completed in a timely basis. **There will be a field deposit required as a part of this agreement (please see below schedule).**

Field User representative: _____
(signed)

Field User representative: _____
(printed)

Field User representative: _____
(Title)

Organization Name: _____

Date: _____

Deposit Schedule for Each Field:

Centennial Football Field -	\$550*
Soccer Fields -	\$550*
Softball Field -	\$150
Baseball Fields -	\$150
T-ball fields (Nixon and Joliet) -	\$50

**The Village of Hartland hires a contractor to over seed.*

Amount Paid: _____ Date: _____ Receipt No. _____



**Village of Hartland
Administration**

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

Committee: Village Board	Date: November 8, 2021
Village Board Item Number:	Date: November 22, 2021
Submitted By: Kelli Yogerst, Recreation Director	Presenter: Kelli Yogerst
Subject: Discussion and consideration on fee adjustments to park shelters rental fee.	

Details:

Park and Recreation Board discussed and agreed at the November 1, 2021 meeting to propose the increase in the non-resident rental rate for park shelters.

- Park Shelter fee increase for non-residents
 - Increasing the non-resident fees from \$85 to \$130 (group of 0-50), \$103 to \$145 (group of 51-100), \$121 to \$160 (group of 101-200) and \$139 to \$175 (group of 201+ individuals).

Executive Recommendation:

None at this time.

Options & Alternatives:

Fees would remain the same.

Financial Remarks:

None at this time.



Village of Hartland

Park Facility Reservation Application

210 Cottonwood Ave, Hartland, WI 53029
Office: (262) 367-2714 Fax: (262) 367-2430

Permit # _____

Contact Information

Organization Name (if applicable) _____
 Renter or Responsible Party _____
 Home/Cell Phone _____ Email _____
 Address _____ City/Zip _____
 If above person cannot be reached: _____ Phone _____

Rental Information

Event Date _____ Event Type _____
 Arrival Time (include set-up time) _____ Departure Time (include clean-up time) _____
 Attendance _____ Electricity - Yes ___ No ___ Tax Exempt - Yes ___ No ___ (If yes, please include certificate)

Rental Fees

Check, cash and credit card are accepted (checks payable to **Village of Hartland**). Fees and deposits must be paid at the time of reservation.

Park Shelter/Open Space

- Bark River (may not use if athletic field is reserved)
- Hartbrook Park
- Nixon Splash Pad Shelter 1
- Nixon Splash Pad Shelter 2
- Nixon Park Shelter 4 (by Fine Arts Center)
- Penbrook Park (may not use if athletic field reserved)
- Other Structures to be placed in park (bounce house, dunk tank, climbing wall, etc.) Deposit Required
- Centennial Park
- Open Space Reserved (describe area below)

Rental Fee (based on number of attendees)

Attendees	Resident	Non-resident
0-50	\$75	\$85
51-100	90	103
101-200	105	121
201+	120	139

Refundable Deposit (based on number of attendees)

- 1 - 100 No deposit required
- 101 - 200 \$200
- 201 - 300 \$300
- 300 + \$400

I verify the information provided and agree to the Park Board's Policy and Village Ordinance regarding Park Usage.

 Renter's Signature Date

 Renter's Name (please print)

Rental Fee	_____
Tax (5% on Rental Fee)	_____
Deposit (if required)	_____
Structures deposit (\$100)	_____
Total Due	_____

Office Use Only: Date Paid _____ Amount Paid _____ Receipt # _____ Processed _____



**Village of Hartland
Administration**

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

To: Village Board	Date: 11/17/2021
Submitted By: Chief Misko	
Subject: Gear Bag Lockers	

Details: I am requesting approval to proceed with ordering 15 gear bag lockers. These lockers would be located in the Hartland Police Department garage and would be used to secure the officer's squad equipment. Currently the officer's squad equipment is stored on an open shelving unit leaving the equipment unsecured. The garage is used for prisoner transport and having the equipment unsecured causes a potential officer safety hazard. We received three quotes to purchase the gear bag lockers and have them installed from Bradford Systems for \$11,090.80, Bernie's Equipment Company for \$11,682.18, and Axiom which does not offer a 36 inch deep locker.

Financial Remarks: The gear bag lockers would be purchased out of the police department's operations budget.

Options & Alternatives:

1. Approve the ordering of the gear bag lockers to secure the officer's squad equipment.
2. Deny the request to order the gear bag lockers and continue to use the open shelving unit to store the officer's squad equipment.

Executive Recommendation: Approve the ordering of the gear bag lockers from Bradford Systems for \$11,090.80.

INFO SHEET

GEAR & DUTY BAG LOCKERS

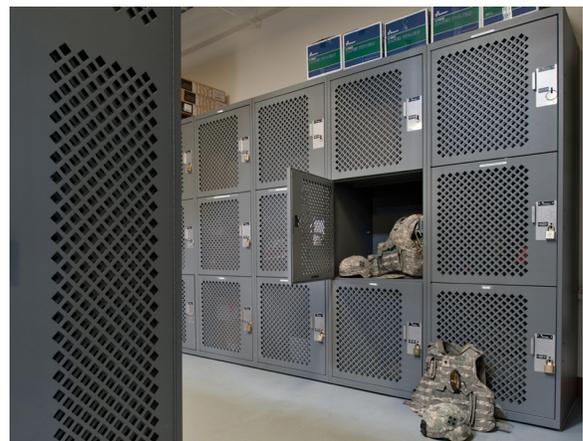
Keep Equipment Safe and Accessible.

When it comes to the daily tasks of law enforcement, time is precious—and when officers need to move quickly, they can't be held up by equipment that's hard to locate. At the same time, this gear also needs to be kept secure when not in use. Spacesaver's Gear and Duty Bag Lockers are an ideal way to create a secure space to store duty bags and other equipment that's needed in the field. These lockers keep gear out of the locker room and in an area where it's most accessible.

The rugged, all-steel storage cabinets are available with a variety of door type and lock options, and are created in a broad selection of sizes and configurations. Numerous design options—sloped tops, trim kit options, and the choice of surface or recessed mounted can be tailored depending on your department's needs.

FEATURES:

- Made in the U.S.A.
- Rugged steel construction
- Corner gussets for added rigidity
- Durable textured powder coat paint – variety of colors available
- Doors available with diamond perforated mesh for ventilation and visibility (solid or louvered doors also available)
- Box construction double thickness doors for unmatched strength and rigidity
- Stainless steel lock plate and handle with optional locker number plaque
- Four lock types available: Hasp only (for padlock), keyed, combination, or electronic
- Design Options: Sloped tops, trim, and surface or recessed mounted





Configurations To Meet Your Demands.

Gear and duty bag lockers are an ideal way to create secure storage spaces for equipment. With a plethora of available sizes, configurations, and options, gear bag lockers offer the flexibility you need to meet all your duty storage requirements.

AVAILABLE SIZES:

- Width: 12, 15, 18, 24, 30, 36, or 48"
- Depth: 12, 15, 18, 24, 30, or 36"
- Height: 72, 84, 90, or 96"
- Single and multi-tier units available
- Other sizes available - Contact Spacesaver

AVAILABLE LOCK OPTIONS:

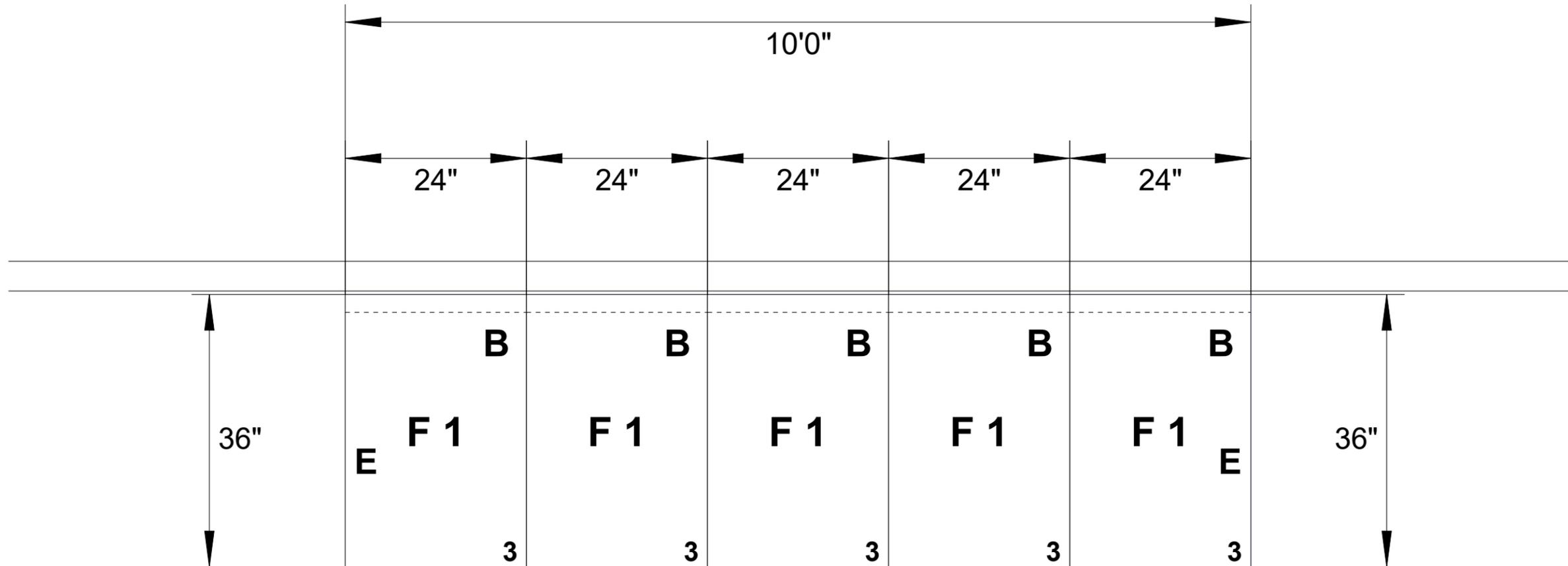
- Keyed Lock
- Combination Lock
- Electronic Lock (see image)
- No Lock (hasp only for padlock)



Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
1-800-492-3434
www.spacesaver.com



KI
1330 Bellevue Street
P.O. Box 8100
Green Bay, WI 54302-8100
1-800-424-2432
www.ki.com



Project Name:

Hartland Police Department

Copyright © 2021 Bradford Systems Corporation. This material is proprietary and confidential, and the disclosure reproduction by photography, film, blueprint or otherwise or incorporation into any information retrieval system without first receiving written approval from Bradford Systems Corporation is expressly prohibited by law.

Saved Date:

07/07/2021

Project No:

35895

Printed Date:

07/07/2021

Revision:

Scale:

3/4" = 1'

Total Actual LFI:

0 LFI

Rep:

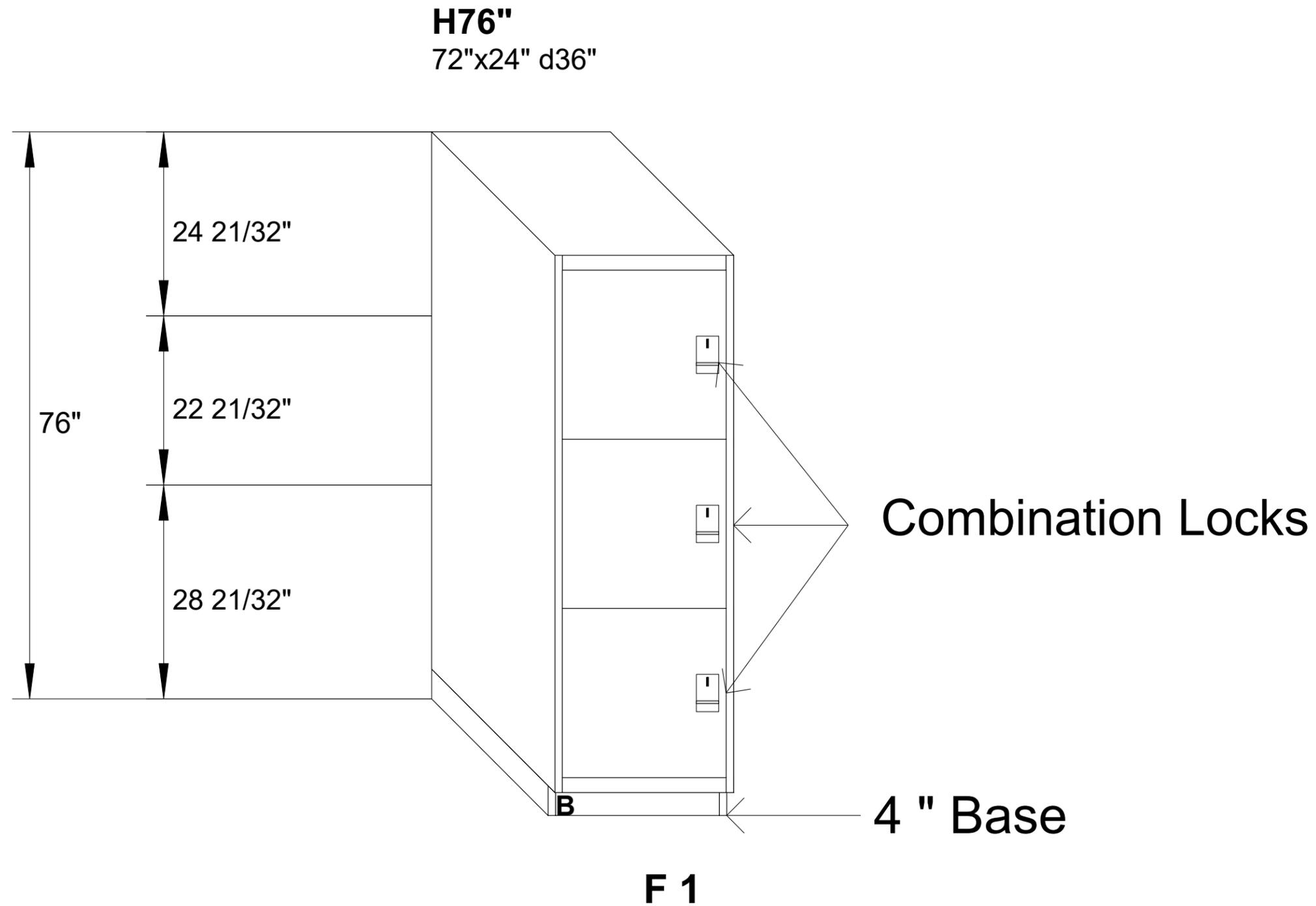
SCHWARTZER, JACOB

Drwn by:

CE

Sheet No:

1 of 3



Project Name:

Hartland Police Department

Copyright © 2021 Bradford Systems Corporation. This material is proprietary and confidential, and the disclosure reproduction by photography, film, blueprint or otherwise or incorporation into any information retrieval system without first receiving written approval from Bradford Systems Corporation is expressly prohibited by law.

Saved Date:

07/07/2021

Project No:

35895

Printed Date:

07/07/2021

Revision:

Scale:

3/4" = 1'

Total Actual LFI:

0 LFI

Rep:

SCHWARTZER, JACOB

Drwn by:

CE

Sheet No:

2 of 3



Project Name: Hartland Police Department	Saved Date: 07/07/2021	Project No: 35895
	Printed Date: 07/07/2021	Revision:
	Scale: 3/4" = 1'	Total Actual LFI: 0 LFI
	Rep: SCHWARTZER, JACOB	Drwn by: CE
Copyright © 2021 Bradford Systems Corporation. This material is proprietary and confidential, and the disclosure reproduction by photography, film, blueprint or otherwise or incorporation into any information retrieval system without first receiving written approval from Bradford Systems Corporation is expressly prohibited by law.		



Hartland Police Department Gear Bag Lockers

Prepared for:
Rosario Collura

Hartland Police Department
210 Cottonwood Avenue
Hartland, WI 53029

Submitted by:
Jacob Schwartz
608.516.2650
jschwartz@bradfordsystems.com

July 22, 2021
BSC Project #35895

Bradford Systems Corporation is a qualified Sourcewell Contract provider and is proposing the following Spacesaver equipment and related services through:
Contract # 121919-KII

Corporate Headquarters
945 North Oaklawn Ave
Elmhurst, IL 60126

630.350.3453 office
630.350.3454 fax
800.696.3454 toll-free

Indiana Office
6231 Coffman Rd
Indianapolis, IN 46268

317.895.0670 office
317.895.0672 fax

Missouri Office
1735 Larkin Williams Rd
Fenton, MO 63026

636.343.1515 office
636.343.3588 fax

Wisconsin Office
8032 22nd Ave PMB 4005
Kenosha, WI 53143

630.350.3453 office
630.350.3454 fax

Texas Office
13423 Blanco Rd
San Antonio, TX 78216

630.350.3453 office
630.350.3454 fax

July 22, 2021

Rosario Collura
Hartland Police Department
210 Cottonwood Avenue
Hartland, WI 53029

Dear Rosario:

On behalf of Bradford Systems Corporation, I would like to thank you for the opportunity to present this proposal. The following solution has been designed and tailored to meet your storage needs.

We value the opportunity to present our unique capabilities, and look forward to showing you why thousands of clients over the last 53 years have chosen Bradford Systems Corporation to help them solve their most challenging storage dilemmas.

If you have any questions regarding this proposal or if we can make any changes to better accommodate your needs or requirements, please call me at 608.516.2650.

Again, thank you for your consideration.

Sincerely,

Jacob Schwartzer

Jacob Schwartzer
Storage Planner

Bradford Systems Corporation
945 North Oaklawn Avenue
Elmhurst, IL 60126
(m) 608.516.2650
jschwartzer@bradfordsystems.com

**Hartland Police Department
Gear Bag Lockers**
Project #35895

Spacesaver’s Gear-Bag Lockers features the following:

- 5 Three-tier lockers with flat top, 24” W x 36” D x 72” H
 - Combination locks
 - 2 Master keys
 - Four-inch high front bases
 - 2 End panels
 - Number tags installed on all front doors

Project Investment:

Storage Materials List	\$13,461.00	
Less Storage Discount (42.1%)	<u>-\$5,667.08</u>	
Storage Materials Net		\$7,793.92
Material Surcharge		<u>\$1,076.88</u>
Total Material with Surcharge		\$8,870.80
Installation		\$1,490.00
Freight & Inside Delivery		<u>\$730.00</u>
Total		\$11,090.80

Notes:

1. The above quote is based on the drawings.
2. A non-refundable down payment of one-third (1/3) of the contract, is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion.
3. This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.
4. Pricing valid for 30 days.

Hartland Police Department
Gear Bag Lockers
Project #35895

1. Purchase orders should be made out to the following:
Bradford Systems Corporation
945 North Oaklawn Avenue
Elmhurst, IL 60126

2. Purchase orders may be sent via:
 - Email: purchaseorders@bradfordsystems.com
 - USPS: 945 North Oaklawn Avenue, Elmhurst, IL 60126
 - Facsimile: (630) 350-3454

3. Please send the following in conjunction with your purchase order:
 - Reference BSC project # 35895 on your purchase order
 - Project Information Sheet
 - Signed copy of the proposal and project drawings

Hartland Police Department
Project Implementation Information
Project #35895

Purchase Order Information:

P.O. #: _____
Approved by: _____

Project Selections:

Gear-Bag Lockers: _____ (See 10 Standard Textured Finishes)

Delivery Information:

Delivery Address: _____

Delivery Contact Name: _____
Contact Phone Number: _____
Truck or Delivery Time Restrictions: _____
Delivery Dock: Yes No _____
Freight Elevator: Yes No _____

Order Acknowledgement/Billing Information:

Order Acknowledgement Required? Yes No _____
Billing Address: _____

Billing Contact Name: _____
Contact Phone Number: _____
Contact Email Address: _____

Installation Information:

Installation Address: _____

Floor/Room: _____
Requested Installation Date: _____
Move Date: _____
Construction Schedule Available: Yes No _____
Client Provided Dumpster Available: Yes No _____
Are There Security Requirements: Yes No _____
Parking: Permission/Permits: Yes No _____
Certificate of Insurance Required: Yes No _____
General Contractor Name/Phone: Yes No _____

Centennial Park Food Truck Parking

Food trucks for public offerings will be limited to Village approved locations only.

Park Available: Memorial Weekend Until Last Weekend in October

Requirements: All State, Country and Local licenses & permits

Village License

Annual Fee: \$300.00 (Vender has to have Village Permit Sticker*)

Daily Fee: \$75.00 *

Open Hours: 6:00AM until 11:30PM

Food Truck

Selling on Business

Property: \$75 per day for three continuous days*

Food Truck

Not selling: All State, Country and Local licenses & permits*

*Village Permit Sticker must be visible on front of unit.

Vendor or Business Owner would purchase Village Permit Sticker from Village Office. Permit will be issued upon providing All State, Country and Local licenses.

MOBILE FOOD VENDOR.

(1) DEFINITIONS.

(A) "Mobile Food Vendor" or "Vendor" means the owner, owner's agent or employee of a mobile food establishment within the Village of Hartland.

(B) "Mobile Food Establishment" means a restaurant or retail food establishment where food is served or sold from a vehicle, trailer, cart, or similar portable device which may or should be capable of periodically changing locations.

(C) "Food" means all articles used for food, non-alcoholic drink or condiment including ice or water used by humans whether simple, mixed or compound and articles used or intended for use as ingredients in the composition or preparation thereof.

(2) LICENSE REQUIRED.

(A) No Mobile Food Vendor shall serve or sell any food whatsoever in the Village of Hartland without first obtaining an approved license from the Village Board unless exempted in this section. The following are exempt from Mobile Food Vendor license requirements: 1. Home delivery of food or beverage items.

2. Temporary food stands or produce stands which are regulated by a solicitors permit, outdoor establishment permit or by other Village codes. 3. Rentals at Village facilities where mobile food establishment services are not available to the public

3. Where the mobile food establishment is exclusively serving a private event not open to the general public on private property.

(B) All Vendors shall be licensed for such use by the Waukesha County Health Department and all other applicable agencies. Mobile food vendors shall acquire the appropriate licenses and permits for any additional food items not required under this subchapter if deemed necessary by the Waukesha County Health Department.

(C) A license shall be applied for annually. A permit, when granted, shall be displayed at all times at the mobile food establishment. The license shall be valid from January 1 through December 31 unless the Village Board approves alternative dates. All licenses shall expire on December 31 each year. Applications for renewals shall be handled in the same manner as original applications but may be approved by the Village Administrator or their designee.

(D) Food Truck Vendors are not allowed on the Village streets. They are allowed on private property with written permission and as allowed by the Village Board for the Farmers Market and Special Events. The licensee may not be located on one street or one private property lot for more than 8 hours within a 24 hour period. This time restriction does not apply to Village Board authorized permits for the Farmers Market or Special Events.

(E) Operation. Mobile food vendors are allowed to operate in the Village Monday through Sunday between 6:00 a.m. and 10:00 p.m.

(F) A license shall be issued to a person or legal entity. A license shall not be transferable. A license is valid for one vehicle only and shall not be transferrable between vehicles.

(G) Any mobile food vendor shall fully and without haste comply with any order of the Police Department Officer or Fire Department officer to ensure the safety of the public. Failure to comply may result in suspension or revocation of the license and/or issuance of a citation as allowed by law.

(H) The number of licenses allowed to be issued per year and the fee for a license as herein provided shall be as set forth and modified from time to time from the Village Board by Resolution.

(3) APPLICATION PROCESS.

(A) Any person desiring to operate a mobile food establishment shall apply for a license and pay the established license and investigation fee. At the time of filing an application, an investigation fee in the amount of the Actual Cost shall be paid to the Village to cover the cost of investigation of the facts stated in the application. The application shall be sworn to by the applicant and filed with the Village and shall contain such information as the Village shall require for the effective enforcement of this section and the safeguarding of the residents of the Village from fraud, misconduct or abuse.

(B) Upon receipt of each such application, the Village Administrator or designee shall immediately institute such investigation of applicant's business and moral character as the Village Administrator or designee deems necessary for the protection of the public good, and shall provide recommendation to the Village Board for the application. The Village Board shall issue with or without conditions, or deny the license in accordance with their findings. In approving a license, the Village Board may impose such conditions as it deems appropriate to protect the public health, safety and general welfare. Subsequent annual renewals of a license may be processed administratively without additional Village Board approval if the conditions of the original license issuance are maintained at the discretion of the Village Administrator or designee.

(4) APPLICATION REQUIREMENTS.

(A) A completed Mobile Food Vendor Application with signature and payment of fees.

(B) The applicant shall submit a copy of the vehicle inspection report from the Waukesha County Health Department.

(C) The applicant shall provide a Mobile Food Vendor License plan addressing sanitation, pedestrian and traffic safety including the following standards:

1. The proposed plan will not create any significantly adverse traffic impacts, traffic safety hazards, pedestrian/vehicle conflicts or pedestrian safety hazards or impede building ingress/egress.

2. The proposed plan will not create any significantly adverse impacts on neighboring properties as a result of:

a. The accumulation of garbage, trash or other waste.

b. Noise created by operation of the equipment.

c. Light and glare.

d. Odors and noxious fumes.

3. The proposed plan will not be detrimental to the public health, safety, or general welfare.

4. No mobile food vendor shall be located on any private property without written permission from the property owner. A copy of the written permission shall be submitted at the time of application if the vendor wishes to operate on private property.

5. For Village Board approvals granted for the Farmer's Market or Special Events, said conditions of approval shall be filed with the application and incorporated therein.

(D) All vehicles must pass inspection by the Hartland Fire Department. A copy of a passing inspection report must be submitted prior to approval of the application.

(5) REVOCATION OR SUSPENSION OF LICENSE.

(A) The Village Board may revoke or suspend any license issued under this subchapter for violation by any vendor or the vendor's employee or agent of any provision of State law or Village ordinance which renders future vending contrary to the public health, safety or welfare; or for fraud or misrepresentation in solicitation under this chapter. Prior to revocation or suspension, the Village shall send written notice to the address on the license about the concerns or issues and provide 15 days for the vendor to correct the issue or concern to the satisfaction of the Village. If the concern is not addressed within 15 days from the date of mailing the letter, the Village may place the issue of revocation and or suspension before the Village Board for possible action. The Vendor and/or their agent may appear before the Village Board to present information and respond to the issues of concern. The Clerk shall send written notice to the Vendor at the address on the application about the date and time of the meeting for consideration of the matter. Said notice shall be post marked at least 5 days prior to the Board meeting.

(B) An exception to this process exists in that any Public Health, Hartland Police or Fire Officer may immediately order the mobile food vendor to stop service and the mobile food vending shall not restart again until deemed safe by the appropriate authority if said public health, Hartland Police or Fire Officer identify an immediate risk to the public health, safety or welfare of the community from the operation of the mobile food vendor.

(6) APPEAL OF ADMINISTRATIVE DECISION. A Vendor has the right to appeal an order by any Village Administrative Staff under this subsection through the process found in **Chapter 24** of the Village Municipal Code.