

VILLAGE BOARD AGENDA – AMENDED
MONDAY, OCTOBER 23, 2023
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

Pledge of Allegiance – Trustee Truttschel

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

1. Consideration of Village Board minutes
 - a. October 9, 2023
2. Items related to vouchers.
 - a. Approval of closeout change order for reduction of \$21,702.00 to the contract with D.F. Tomasini Contractors to reflect actual quantities installed; original contract price \$230,902.00, modified contract price \$209,200.00. Contractor’s Application for Payment in the amount of \$5,772.55.
 - b. Contractor’s Application for Payment Zenith Tech Inc in the amount of \$247,592.15.
 - c. Consideration of vouchers for payment in the amount of \$426,853.29.
3. Actions related to Licenses and Permits
 - a. Consideration of Operator’s (Bartender) Licenses
4. **PUBLIC HEARING** on the proposed 2024 Village Budget including the General Fund, Water and Sewer Utility Funds, Debt Service and all other Revenue and Expenditure Funds with consideration of adoption of the budget at the November 13, 2023 Village Board meeting.
5. Discussion regarding the proposed 2024 Village budget:
 - a. Village Board, Administration, Finance, Elections, Municipal Building, Inspection, Cable TV, Other Funds, General Fund Revenues and Debt Service

Item Referred from the October 16, 2023 Plan Commission meeting:

6. Village Board first reading and review of Kwik Trip, a proposed PUD development (“Project”) whose approval and rezoning are being sought by Kwik Trip on property tax key HAV0730950 located at Highway 83 & W. Capitol Drive. The Plan Commission will review:
 - a. Proposed preliminary site and building plans;
 - b. Proposed preliminary certified survey map;
 - c. Proposed rezoning to B-2 in conjunction with a PUD Agreement for the Project;
 - d. Proposed petition for a Planned Unit Development

- e. Proposed land use amendment and Resolution
- f. Consideration of setting a date for a Public Hearing for November 27, 2023.

Other Items for Consideration

- 7. Discussion and possible consideration of Memorandum of Understanding for the Waukesha County Sheriff's Department Computer Forensics Laboratory
- 8. Discussion and possible consideration of BID's nomination of Kristine Schutte to the BID Board.
- 9. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regard to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.
- 10. Pursuant to Wis. Stat. 19.85(1)(c) upon a motion duly made, may convene in a closed session for the purposes of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, namely to review the report prepared by Five Bugle Training and Consulting, LLC, and Strategic Plan related to the Hartland Fire Department.
- 11. Reconvene in open session, to take any action if necessary, with respect to the preceding closed session.
- 12. Adjournment.

Ryan Bailey, Village Manager

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

To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The meeting ID is Meeting ID: 844 0370 9866 Passcode: 797903

Or participate online:

<https://us02web.zoom.us/j/84403709866?pwd=cGZWdDZpZTVUTThZQTdGYVgxeExiUT09>

VILLAGE OF HARTLAND DRAFT
VILLAGE BOARD MINUTES
MONDAY, OCTOBER 9, 2023
6:30 PM

BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

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

Roll Call

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

Others Present: Village Manager Bailey, Clerk Policello, Police Chief Misko, Police Lt. Robert Jewell, Fire Chief Jambretz, DPW Operations Leadman Jenson, DPW Operations Manager Jungbluth, Recreation Director Rennekamp, Ryan Amtman, David de Courcy Bower, Craig

Pledge of Allegiance – Trustee de Boer

President Pfannerstill swore in Police Lt. Jewell.

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

David de Courcy Bower, 515 E. Capitol Dr., member of Plan Commission. He would like to highlight one aspect of the proposed Quarry development; this is an exciting project for the Village and he is interested to see it move forward. In reviewing the meeting packet information that was provided, he is concerned about the historical contamination of diesel fuel on the site. He has reviewed the data provided by the consultant to the DNR; he believes all the information is correct, the issue is their interpretation of some of the regulation, rules and guidance. His background is in environmental engineering and remediation and he thinks that the conclusion that 9 – 13' of separation from the contaminated soil to the building is sufficient to protect the future occupants of the building is not an accurate statement. He believes the Village should request an additional evaluation of that data or have the developer provide protection to the building. It is easier to install more protection to the building now rather than later, which is why he is bringing this up now. President Pfannerstill asked de Courcy Bower to forward some of the remediation that he is referring to; he stated he has already provided information to the Village engineer and the consultants.

1. Consideration of Village Board minutes of September 25, 2023.
Motion (Pfeiffer/Hallquist) to approve the Village Board minutes of September 25, 2023. All were in favor, **motion carried.**
2. Items related to vouchers
 - a. Motion (Truttschel/Wallschlager) to approve vouchers for payment in the amount of \$679,045.94. All were in favor, **motion carried.**
3. Actions related to Licenses and Permits
 - a. Consideration of Operator's (Bartender) Licenses
Motion (Conner/Hallquist) to approve the operator (bartender) applications. All were in favor, **motion carried.**

Other Items for Consideration

4. Discussion and consideration of release and elimination of the current letter of credit for Lightening Development LLC (Woodnote Residences).

Mr. Bailey said this project is at completion. Our engineer and DPW have confirmed completion. DPW Director Felkner confirmed they did a final walk through and all outstanding projects have been completed.

Motion (Pfeiffer/Hallquist) to approve the release and elimination of the current letter of credit for Lightening Development LLC (Woodnote Residences). All were in favor, **motion carried.**

5. Discussion and consideration to terminate agreement with ActiveNet in 2024 and sign contract in 2023 with CivicRec for program registration software to be implemented in 2024.

Recreation Director Rennekamp said this was discussed in the budget meeting last month. She would like to update the recreation reservation software. ActiveNet has a 9% processing fee. CivicRec has lower processing fees and updated features, which will assist with administrative tasks as well.

Motion (Wallschlager/Conner) to approve the termination of the agreement with ActiveNet in 2024 and signing of a contract in 2023 with CivicRec for program registration software to be implemented in 2024.

Trustee Hallquist said ticketing is a feature with CivicRec – he envisions ticket purchases for Hometown celebration taking place prior to that event to alleviate lines. Rennekamp said there is a 25% discount for signing the CivicRec contract in 2023.

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

6. Discussion and consideration regarding \$1,000 sponsorship of horse drawn carriage at the Hartland Lights event on December 1, 2023.

Recreation Director Rennekamp said several years ago there were horse drawn carriage rides at the annual tree lighting. Rennekamp has included a map of the ½ mile route. The fee is \$300/hour, plus \$100 for the certificate of insurance. Trustee Wallschlager asked if there is fee to the public for the rides. Rennekamp is asking that there is no fee to the public for rides, but rather a food donation be made for the ride. President Pfannerstill asked if the BID is aware of this. Rennekamp confirmed they are aware. She met with Chief Misko and she has his support.

Motion (Pfeiffer/Truttschel) to approve \$1,000 sponsorship of horse drawn carriage at the Hartland Lights event on December 1, 2023. All were in favor, **motion carried.**

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7. Discussion and consideration of increasing fees for park shelter and field reservations.

Recreation Director Rennekamp said this was reviewed by the Park and Recreation Board. The fees for park shelter rentals would be based on three attendee ranges, rather than the current five attendee ranges. DPW Director Felkner presented the field reservation fees increasing by \$5 each and pickleball going to \$20 from \$15. Field preparation fees will stay the same. They did look at surrounding communities' fees.

Pfannerstill asked if they considered that Nixon has more amenities than the other parks. Trustee Conner said they did take into consideration the amenities when they set the fees. Rennekamp said Sussex charges according to which park a shelter is reserved in and we can do that in the future; also can adjust by day of the week. Felkner said we are in line with baseball field fees in the area.

Motion (Conner/Hallquist) to approve the increase in shelter rental fees and field rental fees. All were in favor, **motion carried.**

8. Discussion and consideration of Memorandum of Understanding with Wisconsin Election Commission for the continued use of Badger Books.

Motion (Pfeiffer/Wallschlager) to approve the Memorandum of Understanding with Wisconsin Election Commission for the continued use of Badger Books. All were in favor, **motion carried.**

9. Discussion regarding the proposed 2024 Village budget:
 - a. Village Board, Administration, Finance, Elections, Municipal Building, Inspection, Cable TV, Other Funds, General Fund Revenues and Debt Service

Motion (Conner/Wallschlager) to table this agenda item to October 23, 2023. All were in favor, **motion carried.**

Motion (Pfeiffer/Truttschel) to move up announcements on the agenda. All were in favor, **motion carried.**

10. Announcements – DPW Director Felkner said there is an opening in that department. Recreation Director Rennekamp has started obtaining sponsorships for the Hometown Celebration; anyone interested can contact her.

Fire Chief Jambretz said they are on pace for 1100+ calls this year. The pancake breakfast will take place this Saturday from 7 am – noon and includes an appearance by Flight for Life at 10 am.

Police Chief Misko said they received nine applications from officers with prior law enforcement experience; the written test will take place on October 16th with Police Department interviews on October 23rd followed by interviews by the Police and Fire Commission on November 14th. The Police Department received nine applications for the part-time administrative assistant position and will be reviewing those applications tomorrow and scheduling interviews. Chief

Misko will be attending the International Association of Chiefs of Police conference Thursday through Tuesday. Chief Misko will be serving on a second oversight committee (radio advisory) for the Waukesha County Communications Center.

Trustee Hallquist said we are still taking donations for the Nixon ice rink. Trustee Conner is happy that our Police Department has nine applications for the officer opening and it is a testament to our police department.

President Pfannerstill said the fire department study is complete and the report is forthcoming. He was contacted by some businesses that are outside of downtown and not in the BID. The Hartland Lights event is planned and sponsored by the BID. Those business would like to be included in the Hartland Lights event. He doesn't know what can be done; he would not like to see dual celebrations as we are one community and hopefully groups can come together and address this.

11. Village Board third reading of Hartland Quarry, a proposed PUD development ("Project") whose approval and rezoning is being sought by Three Leaf Partners LLC on property tax keys HAV0730981, HAV0730985, HAV0730986 and HAV0730987 at 700, 701 W. Capitol Drive. The Village Board will review and consider:
 - a. Proposed preliminary site and building plans for ten Multi-Family Apartments (240 units) and three townhomes (27 units);
 - b. Proposed plans for Amenities for the Project;
 - c. Proposed rezoning to RM-1 with PUD Overlay in conjunction with a PUD Agreement
 - d. Proposed preliminary certified survey map
 - e. Proposed land use amendment and resolution
 - f. Forgiveness of Village impact and connection fees—presentation by John Ford as to the details of and rationale for this request.

President Pfannerstill recited the third reading for the proposed development. He stated that the Project still needs approval.

There was a brief recess.

Jordan Michalkiewicz of Three Leaf Partners gave a review of the Quarry project. They are looking for TIF assistance and forgiveness of \$1.24 million in connection and impact fees. Without assistance the project would not be feasible and they could not move the project forward.

Mr. Bailey said based on some of the Plan Commission recommendations there is a document with some conditions with approval; they continue to have biweekly staff meetings with the developer.

Attorney de le Mora asked the developer to elaborate for the Board the amount and basis for the request of the waiver of impact fees and their experience of having fees waived in any other community. Mr. Michalkiewicz said they are looking for a waiver of all of the impact fees less the Del-Hart sewer fees of \$5,335 per unit for a total waiver of \$1,244,906. Without that

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assistance the project is not feasible with the risk that the developer is taking on and the returns that are associated with that cost. There other communities that have waived their connection fees – he can get that information but doesn't have it off the top of his head. He did not have information regarding other communities that have not waived fees. There were no other questions from the Board or staff.

12. Pursuant Wis. Stat. 19.85 (e) upon a motion duly made, may convene in a closed session for the purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, namely to discuss the details of the TIF funding, the forgiveness of Village Impact and Connection fees pertaining to this proposed Project as well as any other aspect of the same which could have financial or other related implications for the Village.

Motion (Pfeiffer/Conner) to go into closed session. Roll call vote, AYE: 7 NAY: 0

Closed session started at 7:31 pm.

13. Reconvene in open session, to take any action if necessary, with respect to the preceding closed session regarding the Project.

Motion (Conner/Pfeiffer) to return into open session. Roll call vote, AYE: 7 NAY: 0

Return to open session at 8:46 pm.

14. Table the vote with respect to the approval of the proposed Project (Hartland Quarry Development) until the draft of the PUD Agreement for same has been finalized. A possible adjourned date for action includes October 30, 2023.

Motion (Pfeiffer/Wallschlager) to table the vote with respect to the approval of the proposed Project (Hartland Quarry Development) to October 30, 2023 any action for what will be the PUD agreement. All were in favor, **motion carried**.

15. Adjournment

Motion and second made to adjourn at 8:51 pm. All were in favor, **motion carried**.

Respectfully submitted,

Sandee Policello
Village Clerk

October 18, 2023

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

Re: 2023 Utilities Program
Project Closeout

Dear Mr. Bailey:

In accordance with the Contract Documents, the Contractor for this Project, D.F. Tomasini Contractors, Inc. has submitted a final Application for Payment and has furnished the enclosed Contract-required items:

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

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

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

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

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch, P.E. (WI)
Project Engineer
pgesch@ruekert-mielke.com

PWG:pwg
Enclosure(s)

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

ANALYSIS OF CLOSEOUT CHANGE ORDER

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

OWNER: Village of Hartland
PROJECT: 2023 Utilities Program
DATE PREPARED: 10/6/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
Miscellaneous Sanitary Sewer Repairs – Various Locations							
1	4-Inch Sanitary Lateral - Slurry Backfill	L.F.	38.00	\$ 325.00	\$ 12,350.00	38.00	\$ 12,350.00
2	4-inch Sanitary Lateral - Spoil Backfill	L.F.	32.00	\$ 141.00	\$ 4,512.00	32.00	\$ 4,512.00
3	3-Inch Asphalt Pavement Patch	S.Y.	25.00	\$ 97.00	\$ 2,425.00	44.00	\$ 4,268.00
4	Restoration - Topsoil and Sod	S.Y.	50.00	\$ 25.00	\$ 1,250.00	151.00	\$ 3,775.00
							\$ -
Miscellaneous Storm Sewer Catch Basin Repairs - Various Locations							
5	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	310.00	\$ 80.00	\$ 24,800.00	340	\$ 27,200.00
6	Repair Storm Catch Basin - Slurry Backfill	V.F.	19.25	\$ 1,900.00	\$ 36,575.00	19.25	\$ 36,575.00
7	Replace Additional Adjusting Rings - Catch Basin	V.F.	4.00	\$ 1,100.00	\$ 4,400.00	0.75	\$ 825.00
8	Remove & Replace Catch Basin Frame and Grate	EA.	1.00	\$ 885.00	\$ 885.00	1.00	\$ 885.00
9	Reset Catch Basin Frame & Grate	EA.	5.00	\$490.00	\$ 2,450.00	3.00	\$ 1,470.00
10	6-Inch Concrete Driveway Remove & Replace	S.F.	30.00	\$25.00	\$ 750.00	0.00	\$ -
11	3-Inch Asphalt Driveway Remove and Replace	S.Y.	10.00	\$97.00	\$ 970.00	0.00	\$ -
12	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	70.00	\$124.00	\$ 8,680.00	70.00	\$ 8,680.00
13	Restoration - Topsoil and Sod	S.Y.	115.00	\$25.00	\$ 2,875.00	115.00	\$ 2,875.00
							\$ -
Miscellaneous Storm Sewer Repairs - Various Locations							
14	Repair Storm Manhole - Slurry Backfill	V.F.	2.00	\$2,700.00	\$ 5,400.00	2.00	\$ 5,400.00
15	Replace Additional Adjusting Rings - Manhole	V.F.	1.00	\$1,300.00	\$ 1,300.00	0.30	\$ 390.00
16	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	30.00	\$124.00	\$ 3,720.00	30.00	\$ 3,720.00
							\$ -
Miscellaneous Hydrant Repairs - Various Locations							
17	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	40.00	\$80.00	\$ 3,200.00	15.00	\$ 1,200.00
18	Remove & Replace Hydrant Assembly and Valve - Slurry Backfill	EA.	4.00	\$12,000.00	\$ 48,000.00	4.00	\$ 48,000.00
19	6-inch Concrete Driveway remove and replace	S.F.	200.00	\$25.00	\$ 5,000.00	0.00	\$ -
20	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	50.00	\$124.00	\$ 6,200.00	40.00	\$ 4,960.00
21	Restoration - Topsoil and Sod	S.Y.	75.00	\$25.00	\$ 1,875.00	100.00	\$ 2,500.00
							\$ -
Miscellaneous Water Valve Repairs - Various Locations							
22	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	30.00	\$80.00	\$ 2,400.00	15.00	\$ 1,200.00
23	8-Inch Water Main Valve Remove & Replace - Slurry Backfill	EA.	3.00	\$8,100.00	\$ 24,300.00	3.00	\$ 24,300.00
24	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	80.00	\$124.00	\$ 9,920.00	40.00	\$ 4,960.00
25	5-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	45.00	\$160.00	\$ 7,200.00	8	\$ 1,280.00
							\$ -
Common to All Miscellaneous Utility Repairs - Various Locations							
26	Traffic Control, Signage & Barricades -Misc. Locations	L.S.	1.00	\$3,750.00	\$ 3,750.00	1.00	\$ 3,750.00
27	Erosion Control - Misc. Locations	L.S.	1.00	\$4,125.00	\$ 4,125.00	1.00	\$ 4,125.00
28	Crushed Aggregate Base Course	TON	30.00	\$53.00	\$ 1,590.00	0.00	\$ -

ANALYSIS OF CLOSEOUT CHANGE ORDER

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

OWNER: Village of Hartland
PROJECT: 2023 Utilities Program
DATE PREPARED: 10/6/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
	<i>SUBTOTAL OF ORIGINAL CONTRACT ITEMS</i>				\$ 230,902.00		\$ 209,200.00
ADDITIONAL ITEMS							
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
	<i>SUBTOTAL OF ADDITIONAL ITEMS</i>				\$ -		\$ -
GRAND TOTALS:					\$ 230,902.00		\$ 209,200.00

ORIGINAL CONTRACT AMOUNT	\$230,902.00
EXECUTED CHANGE ORDER(S)	\$0.00
CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	<u>\$230,902.00</u>
AMOUNT EARNED ON ORIGINAL CONTRACT ITEMS	\$209,200.00
AMOUNT EARNED ON OTHER ITEMS	\$0.00
TOTAL AMOUNT EARNED	<u>\$209,200.00</u>
TOTAL AMOUNT EARNED	\$209,200.00
LESS CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	<u>(\$230,902.00)</u>
CLOSE OUT CHANGE ORDER AMOUNT	<u><u>(\$21,702.00)</u></u>

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 3 - FINAL

For (Project): 2023 Utilities Program								Application Date: 10/6/2023			
Application Period: Closeout								Owner's Contract No.: 09-10091.200 Engineer's Project No.:			
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
Miscellaneous Sanitary Sewer Repairs - Various Locations											
1	4-Inch Sanitary Lateral - Slurry Backfill	L.F.	38.00	\$ 325.00	\$ 12,350.00	38.00	\$ 12,350.00		\$ -	38.00	\$ 12,350.00
2	4-inch Sanitary Lateral - Spoil Backfill	L.F.	32.00	\$ 141.00	\$ 4,512.00	32.00	\$ 4,512.00		\$ -	32.00	\$ 4,512.00
3	3-Inch Asphalt Pavement Patch	S.Y.	25.00	\$ 97.00	\$ 2,425.00	44.00	\$ 4,268.00		\$ -	44.00	\$ 4,268.00
4	Restoration - Topsoil and Sod	S.Y.	50.00	\$ 25.00	\$ 1,250.00	151.00	\$ 3,775.00		\$ -	151.00	\$ 3,775.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 4)						\$ 20,537.00					
Miscellaneous Storm Sewer Catch Basin Repairs - Various Locations											
5	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	310.00	\$ 80.00	\$ 24,800.00	340.00	\$ 27,200.00		\$ -	340.00	\$ 27,200.00
6	Repair Storm Catch Basin - Slurry Backfill	V.F.	19.25	\$ 1,900.00	\$ 36,575.00	19.25	\$ 36,575.00		\$ -	19.25	\$ 36,575.00
7	Replace Additional Adjusting Rings - Catch Basin	V.F.	4.00	\$ 1,100.00	\$ 4,400.00	0.75	\$ 825.00		\$ -	0.75	\$ 825.00
8	Remove & Replace Catch Basin Frame and Grate	EA.	1.00	\$ 885.00	\$ 885.00	1.00	\$ 885.00		\$ -	1.00	\$ 885.00
9	Reset Catch Basin Frame & Grate	EA.	5.00	\$ 490.00	\$ 2,450.00	3.00	\$ 1,470.00		\$ -	3.00	\$ 1,470.00
10	6-Inch Concrete Driveway Remove & Replace	S.F.	30.00	\$ 25.00	\$ 750.00		\$ -		\$ -		\$ -
11	3-Inch Asphalt Driveway Remove and Replace	S.Y.	10.00	\$ 97.00	\$ 970.00		\$ -		\$ -		\$ -
12	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	70.00	\$ 124.00	\$ 8,680.00	70.00	\$ 8,680.00		\$ -	70.00	\$ 8,680.00
13	Restoration - Topsoil and Sod	S.Y.	115.00	\$ 25.00	\$ 2,875.00	115.00	\$ 2,875.00		\$ -	115.00	\$ 2,875.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 5 - 13)						\$ 82,385.00					
Miscellaneous Storm Sewer Repairs - Various Locations											
14	Repair Storm Manhole - Slurry Backfill	V.F.	2.00	\$ 2,700.00	\$ 5,400.00	2.00	\$ 5,400.00		\$ -	2.00	\$ 5,400.00
15	Replace Additional Adjusting Rings - Manhole	V.F.	1.00	\$ 1,300.00	\$ 1,300.00	0.30	\$ 390.00		\$ -	0.30	\$ 390.00
16	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	30.00	\$ 124.00	\$ 3,720.00	30.00	\$ 3,720.00		\$ -	30.00	\$ 3,720.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 14 - 16)						\$ 10,420.00					
Miscellaneous Hydrant Repairs - Various Locations											
17	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	40.00	\$ 80.00	\$ 3,200.00	15.00	\$ 1,200.00		\$ -	15.00	\$ 1,200.00
18	Remove & Replace Hydrant Assembly and Valve - Slurry	EA.	4.00	\$ 12,000.00	\$ 48,000.00	4.00	\$ 48,000.00		\$ -	4.00	\$ 48,000.00
19	6-inch Concrete Driveway remove and replace	S.F.	200.00	\$ 25.00	\$ 5,000.00		\$ -		\$ -		\$ -
20	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	50.00	\$ 124.00	\$ 6,200.00	40.00	\$ 4,960.00		\$ -	40.00	\$ 4,960.00
21	Restoration - Topsoil and Sod	S.Y.	75.00	\$ 25.00	\$ 1,875.00	100.00	\$ 2,500.00		\$ -	100.00	\$ 2,500.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 17 - 21)						\$ 64,275.00					
Miscellaneous Water Valve Repairs - Various Locations											
22	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	30.00	\$ 80.00	\$ 2,400.00	15.00	\$ 1,200.00		\$ -	15.00	\$ 1,200.00
23	8-Inch Water Main Valve Remove & Replace - Slurry Backfill	EA.	3.00	\$ 8,100.00	\$ 24,300.00	3.00	\$ 24,300.00		\$ -	3.00	\$ 24,300.00
24	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	80.00	\$ 124.00	\$ 9,920.00	40.00	\$ 4,960.00		\$ -	40.00	\$ 4,960.00
25	5-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	45.00	\$ 160.00	\$ 7,200.00	8.00	\$ 1,280.00		\$ -	8.00	\$ 1,280.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 22 - 25)						\$ 43,820.00		\$ -		\$ -	\$ -
Common to All Miscellaneous Utility Repairs - Various Locations											
26	Traffic Control, Signage & Barricades -Misc. Locations	L.S.	1.00	\$ 3,750.00	\$ 3,750.00	1.00	\$ 3,750.00		\$ -	1.00	\$ 3,750.00
27	Erosion Control - Misc. Locations	L.S.	1.00	\$ 4,125.00	\$ 4,125.00	1.00	\$ 4,125.00		\$ -	1.00	\$ 4,125.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 3 - FINAL

For (Project): 2023 Utilities Program						Application Date: 10/6/2023							
Application Period: Closeout						Owner's Contract No.: Engineer's Project No.: 09-10091.200							
A	B	C	D	E	F	G		H		I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date			
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)		
28	Crushed Aggregate Base Course	TON	30.00	\$53.00	\$ 1,590.00		\$ -		\$ -		\$ -		
TOTAL OF ALL ESTIMATED PRICES (ITEMS 26 - 28)					\$ 9,466.00								
TOTAL BID ITEMS 1-85					\$ 230,902.00		\$ 209,200.00		\$ -		\$ 209,200.00		
ADDITIONAL ITEMS													
					\$ -		\$ -		\$ -		\$ -		
					\$ -		\$ -		\$ -		\$ -		
TOTAL ADDITIONAL ITEMS					\$ -		\$ -		\$ -		\$ -		
TOTAL ALL ITEMS					\$ 230,902.00		\$ 209,200.00		\$ -		\$ 209,200.00		

CONSENT OF SURETY COMPANY TO FINAL PAYMENT
(SIMILAR TO AIA DOCUMENT G707)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond Number: 30169223

PROJECT: 2023 Utilities Program
(name, address)

TO (Owner)

Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Construction

CONTRACT DATE: March 16, 2023

CONTRACTOR: D.F. Tomasini Contractors, Inc.
N70 W25176 Indian Grass Lane
Sussex, WI 53089

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

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

, SURETY COMPANY,

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

D.F. Tomasini Contractors, Inc.
N70 W25176 Indian Grass Lane
Sussex, WI 53089

, CONTRACTOR,

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

Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

, OWNER,

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

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 12th day of October, 2023

Attest: *Melissa Babrak*

Western Surety Company
Surety Company
Terence R. Geszvain
Signature of Authorized Representative



(Seal): Witness

Terence R. Geszvain, Attorney-in-Fact
Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Cynthia J Brehmer, Randy L Brehmer, Terence R Geszvain, Jason A Braatz, Chris Brehmer, Melissa Babiak, Linda Mengel, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2022.

WESTERN SURETY COMPANY



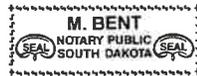
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of October, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

**Village of Hartland
2023 Utilities Program
List of Suppliers and Subs for D.F. Tomasini Contractors, Inc.**

Name	Category of Work/Materials Supplied
County Materials	Structures
Ferguson Waterworks	Pipe & Fittings
Johnson & Sons Paving, LLC	Asphalt
Lannon Stone Products	Stone
MTEC Environmental	Landscaping
Ozinga Ready Mix Concrete	Concrete
Schmitz Ready Mix	Concrete

***** FINAL WAIVER OF LIEN *****

Date: October 12, 2023

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

For: Village of Hartland Owner

By **D.F. TOMASINI CONTRACTORS, INC.** Contractor,

For all labor and materials furnished in full.

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

2023 Utility Program – DFT #2256

For labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except none.

County Materials Corporation



Brian L. Abitz
Corporate Credit Manager

Unconditional Waiver and Release on Final Payment

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Ferguson Enterprises, LLC dba Ferguson Waterworks

Name of Customer: D F TOMASINI CONTRACTORS INC

Job Location: 2256 HARTLAND 2023 UTILITY PROGRAM, Maple Ave & Hartwood Lane, Hartland, Wisconsin 53029

Owner:VILLAGE OF HARTLAND

Job Name (if any): 2256 HARTLAND 2023 UTILITY PROGRAM

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following disputed claims for extras in the amount of: \$

Signature

NIKKI WOLF

e-Signature ID: 97Y2QQK

Nikki Wolf
Agent
Ferguson Enterprises, LLC dba Ferguson
Waterworks
October 12, 2023

***** FINAL WAIVER OF LIEN *****

Date: October 12, 2023

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

For: Village of Hartland

Owner

By **D.F. TOMASINI CONTRACTORS, INC.**

Contractor,

For all labor and materials furnished in full.

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

2023 Utility Program – DFT #2256

For labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except none.

Johnson and Sons Paving, LLC



***** FINAL WAIVER OF LIEN *****

Date: October 12, 2023

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

For: Village of Hartland Owner

By **D.F. TOMASINI CONTRACTORS, INC.** Contractor,

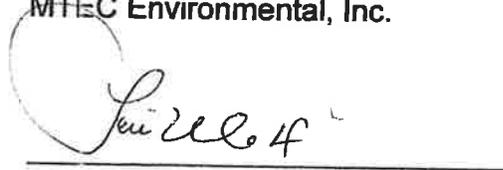
For all labor and materials furnished in full.

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

2023 Utility Program – DFT #2256

For labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except none.

MTEC Environmental, Inc.



***** FINAL WAIVER OF LIEN *****

Date: October 12, 2023

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

For: Village of Hartland Owner

By **D.F. TOMASINI CONTRACTORS, INC.** Contractor,

For all labor and materials furnished in full.

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

2023 Utility Program – DFT #2256

For labor performed and for all material furnished for the erection, construction, alteration, or repair of said building and appurtenances, except none.

Ozinga Ready Mix Concrete, Inc.

Alexander Seal





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

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

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

PRODUCER R & R Insurance Services, Inc N14 W23900 Stone Ridge Drive Waukesha WI 53188	CONTACT NAME: Karen Mutter
	PHONE (A/C, No, Ext): (262) 574-7000 FAX (A/C, No): (262) 574-7080
	E-MAIL ADDRESS: Karen.Mutter@rrins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: West Bend Mutual Ins. Co. NAIC # 15350
	INSURER B: Accident Fund Insurance Company 12304
	INSURER C: Westchester Surplus Lines Ins Co 10172
	INSURER D:
	INSURER E:
	INSURER F:
INSURED DF Tomasini Contractors Inc. N70 W25176 Indian Grass Lane Sussex WI 53089	

COVERAGES

CERTIFICATE NUMBER: 22-23 w/updated pollution

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Add'l Ins'd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Blkt Waiver of Subrogation	X		A846421 WB1482Z 0606 CG2453 1013	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Blkt Add'l Ins'd <input checked="" type="checkbox"/> Blkt WOS	X		A846421 CA2048Z 1013 and CA0444 1013	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		A846421 Primary - WB1787 0118	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10127966 Blkt Waiver of Subrogation	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Contractors Pollution Liab/E&O <input type="checkbox"/> Blkt WOS ENV-3143 0305			G28275791 Add'l Insd Endt ENV3250/ENV325	4/1/2023	4/1/2024	Each Occurrence, \$5,000 Deduct \$ 2,000,000 Aggregate \$ 2,000,000

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

RE: 2023 Utilities. Village of Hartland, Wisconsin, its officers, employees, and agents, and Ruckert & Mielke, Inc. are included as Additional Insureds in regards to General Liability, including ongoing and completed operations, per form CG2032 07/04, and Auto Liability and Umbrella Liability on a primary noncontributory basis when required by written contract per forms above. A 30 day notice of cancellation applies except for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Village of Hartland 210 Cottonwood Avenue Hartland, WI 53029	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas McInerny/KM594 
--	--

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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION –
BLANKET**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The **Other Insurance** of **Section IV – Conditions** is deleted and replaced by:

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

- (1) Other insurance that is specifically written as excess over this Coverage Part; or
- (2) Other insurance available to an additional insured, as described in paragraph 3. of **Section II** of this Coverage Part, provided that:
 - (a) The additional insured is a Named Insured under such insurance;
 - (b) You have agreed in a written contract or written agreement with the additional insured that such other insurance is intended to be either excess of this insurance or excess and non-contributory with this insurance;
 - (c) The most we will pay on behalf of the additional insured will be the amount of insurance:
 - (i) Required in the written contract or written agreement, less any amounts payable by any "underlying insurance"; or

(ii) Available under the applicable Limits of Insurance shown in the Declarations of this policy and described in **Section III - Limits of Insurance**;

whichever is less; and

- (d) The "bodily injury" or "property damage" takes place after the written contract or written agreement is signed by all parties, or as respects "personal and advertising injury", the offense takes place after the written contract or written agreement is signed by all parties.
- b. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: DF Tomasini Contractors, Inc</p> <p>Endorsement Effective Date: 12-31-2021</p>
--

SCHEDULE

<p>Name of Person(s) or Organization(s): Any party for whom the insured is required to provide designated insured status.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** Covered Autos Coverages of the Auto Dealers Coverage Form.
- B.** The following is added to the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" shown in the schedule provided that:

- 1.** Such "insured" is a Named Insured under such other insurance; and
- 2.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- The written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
 - a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

Contractor's Application for Payment No. 1

		Application Date: 9/26/2023	Application Period: 7/24/2023-9/26/2023
To (Owner): Village of Hartland	From (Contractor): Zenith Tech, Inc.	Via (Engineer):	Ruekert & Mielke, Inc.
Contact: Dave Felkner	Contact: Scott Stroud, P.E.	Contact:	Peter W. Gesch, P.E.
Project: Hartbrook Park Pedestrian Bridge	Address: N6 W23673 Bluemound Road Waukesha, WI 53187	Address:	W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.:	Contractor's Project No.: 504967	Engineer's Project No.:	09-10075.300

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions (Enter as Positive Number)	
			1. ORIGINAL CONTRACT PRICE \$ <u>294,936.64</u>
			2. Net change by Change Orders \$ <u>-</u>
			3. CURRENT CONTRACT PRICE (Line 1 + Line 2) \$ <u>294,936.64</u>
			4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) \$ <u>254,965.57</u>
			5. RETAINAGE:
			a. 5% X <u>\$147,468.32</u> Work Completed \$ <u>7,373.42</u>
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .. \$ <u>-</u>
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) \$ <u>247,592.15</u>
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) \$ <u>-</u>
			9. AMOUNT DUE THIS APPLICATION \$ <u>247,592.15</u>
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

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

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

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

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

By: DocuSigned by: *Carrie Van Vonderen* Date: 10/13/2023 | 7:55 AM PDT

4917134E821641D...

Payment of: \$ 247,592.15
(Line 9 or other - attach explanation of the other amount)

Recommended by: _____ 10/13/2023
Peter W. Gesch (Engineer) (Date)

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

Approved by: _____
(Owner) (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

For (Project): Hartbrook Park Pedestrian Bridge								Application Date: 9/26/2023			
Application Period: 7/24/2023-9/26/2023								Owner's Contract No.: Engineer's Project No.: 09-10075.300			
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
1	Signage, barricades & fencing	L.S.	1.00	\$ 5,700.00	\$ 5,700.00		\$ -	1.00	\$ 5,700.00	1.00	\$ 5,700.00
2	Silt fence	L.F.	300.00	\$ 2.00	\$ 600.00		\$ -	368.00	\$ 736.00	368.00	\$ 736.00
3	Sediment logs	L.F.	70.00	\$ 6.50	\$ 455.00		\$ -		\$ -		\$ -
4	Timber mats & crane staging area	L.S.	1.00	\$ 1.00	\$ 1.00		\$ -	1.00	\$ 1.00	1.00	\$ 1.00
5	Remove existing bridge structure	EA.	1.00	\$ 12,000.00	\$ 12,000.00		\$ -	1.00	\$ 12,000.00	1.00	\$ 12,000.00
6	Remove existing abutments and pilings	EA.	2.00	\$ 12,000.00	\$ 24,000.00		\$ -	2.00	\$ 24,000.00	2.00	\$ 24,000.00
7	Remove existing path	S.Y.	280.00	\$ 29.10	\$ 8,148.00		\$ -	280.00	\$ 8,148.00	280.00	\$ 8,148.00
8	Site grading	L.S.	1.00	\$ 41,843.54	\$ 41,843.54		\$ -	1.00	\$ 41,843.54	1.00	\$ 41,843.54
9	Dewatering	L.S.	1.00	\$ 1.00	\$ 1.00		\$ -	1.00	\$ 1.00	1.00	\$ 1.00
10	Concrete abutments with wingwalls	EA.	2.00	\$ 55,000.00	\$ 110,000.00		\$ -	2.00	\$ 110,000.00	2.00	\$ 110,000.00
11	Install bridge structure	EA.	1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
12	Crushed aggregate base course	TON	250.00	\$ 33.02	\$ 8,255.00		\$ -	122.23	\$ 4,036.03	122.23	\$ 4,036.03
13	3-inch Multi-use trail	S.Y.	275.00	\$ 53.50	\$ 14,712.50		\$ -	300.00	\$ 16,050.00	300.00	\$ 16,050.00
14	Topsoil & hydroseed	S.Y.	700.00	\$ 10.50	\$ 7,350.00		\$ -	1,900.00	\$ 19,950.00	1,900.00	\$ 19,950.00
15	Construction staking	L.S.	1.00	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00
16	Additional 3-inch multi-use trail repair, if needed	S.Y.	750.00	\$ 53.50	\$ 40,125.00		\$ -		\$ -		\$ -
17	Additional crushed aggregate base course, if needed	TON	280.00	\$ 33.02	\$ 9,245.60		\$ -		\$ -		\$ -
TOTAL BID ITEMS 1-17					\$294,936.64		\$ -		\$ 254,965.57		\$ 254,965.57
ADDITIONAL ITEMS											
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
TOTAL ADDITIONAL ITEMS					\$ -		\$ -		\$ -		\$ -
TOTAL ALL ITEMS					\$294,936.64		\$ -		\$ 254,965.57		\$ 254,965.57

To: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: October 18, 2023

RE: Voucher List

Attached is the voucher list for the
October 23, 2023 Village Board Meeting

October 23, 2023 Checks: \$ 426,853.29

Total Amount of all Checks: \$ 426,853.29

VILLAGE OF HARTLAND
VOUCHER LIST - OCTOBER 23, 2023

Account Descr	Search Name	Comments	Amount
R 101-48000 MISCELLANEOUS REVENUE	ALTERNATIVE DESIGN & CONSTRUCTIO	FD REPAIRS	\$11,631.40
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	HALEN HOMES	1346 FOREST VIEW COURT DEPOSIT REFUND	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	HALEN HOMES	1008-1010 PINEGROVE COURT DEPOSIT REFUND	\$1,500.00
G 101-23170 PERFORMACE BOND DEPOSITS(OCC)	HALEN HOMES	1355 FOREST VIEW COURT DEPOSIT REFUND	\$1,500.00
R 101-46720 PARK RENTALS	HARTLAND ATHLETIC ADVANCEMENT	RAINOUT RENTAL REFUNDS	\$380.00
G 101-23000 SPECIAL DEPOSITS	HARTLAND ATHLETIC ADVANCEMENT	FIELD USE DEPOSIT REFUND	\$2,100.00
G 101-23000 SPECIAL DEPOSITS	LUDTKE, TOM	RESTORATION AGREEMENT REFUND	\$150.00
G 403-31840 HOMESTEAD	RUEKERT & MIELKE	DESIGN/CONSTRUCTION REVIEW	\$213.98
G 403-31753 ST CHARLES EXPANSION	RUEKERT & MIELKE	EROSION CONTROL INSPECTIONS	\$188.23
G 403-31891 HARTLAND EAST APARTMENTS LCL	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$84.00
			\$19,247.61
AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CLYINDER	\$59.98
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	VARIOUS MEDICAL SUPPLIES	\$282.89
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL SUPPLIES	\$58.64
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$407.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$412.00
AMBULANCE			\$1,220.51
CEMETERY			
E 101-54910-300 OPERATING SUPPLIES/EXPENSES	HOME DEPOT	SOD ROLLS	\$89.80
CEMETERY			\$89.80
COTTONWOOD - ALL			
E 401-70520-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMIN	\$5,266.45
COTTONWOOD - ALL			\$5,266.45
ECONOMIC DEVELOPMENT			
E 804-56700-715 STREETScape PROGRAM	AVALON GRAPHICS LLC	HARTLAND IN BLOOM	\$42.83
E 804-56700-715 STREETScape PROGRAM	BAUGH, CHASE	SCULPTURE IDEA PRIZE	\$50.00
E 804-56700-712 BANNER SYSTEM/BANNERS/HDWE	CHRISTIAN POST, LAURY	SANDWICH BOARD GRANT	\$50.00
E 804-56700-715 STREETScape PROGRAM	HOOK, MADISON	SCULPTURE IDEA PRIZE	\$50.00
E 804-56700-715 STREETScape PROGRAM	MECHENICH, BRADY	SCULPTURE IDEA PRIZE	\$50.00
E 804-56700-715 STREETScape PROGRAM	OBERST, SULLIVAN	SCULPTURE IDEA PRIZE	\$25.00
E 804-56700-715 STREETScape PROGRAM	RADAR, WILLIAM	SCULPTURE IDEA PRIZE	\$25.00

Account Descr	Search Name	Comments	Amount
E 804-56700-738 MEMBERSHIPS	WI ECONOMIC DEVELOPMENT CORP	CONNECT COMMUNITIES MEMBERSHIP	\$200.00
ECONOMIC DEVELOPMENT			\$492.83
ENVIRONMENTAL SERVICES			
E 101-53635-480 ECOS PLANNING	KM TREE SERVICE LLC	FORESTRY MOWING OF PENBROOK	\$2,400.00
ENVIRONMENTAL SERVICES			\$2,400.00
FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$95.07
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	HRA FEES	\$164.45
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$832.04
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	MONTHLY CLOUD BACKUP	\$40.00
FINANCIAL ADMINISTRATION			\$1,131.56
FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ALTERNATIVE DESIGN & CONSTRUCTIO	FD REPAIRS	\$5,000.00
E 101-52200-255 BLDGS/GROUNDS	PIONEER SUPPLY LLC	CANLINERS/ TOILET PAPER/ PAPER TOWEL	\$179.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$405.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$2.80
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	FD RECORD CHECK	\$28.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	LIBRARY RECORD CHECK	\$7.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	COPIER SERVICES	\$160.45
FIRE PROTECTION			\$5,782.25
GENERAL ADMINISTRATION			
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$337.50
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$45.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$56.77
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	COPIER SERVICES	\$1,381.29
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$12,139.00
E 101-51400-210 LEGAL SERVICES	VON BRIESEN & ROPER	LEGAL SERVICES	\$2,164.93
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	BARTENDER/SOLICITOR RECORD CHECK	\$56.00
GENERAL ADMINISTRATION			\$16,180.49
IMPACT FEE EXPENSES			
E 206-59000-960 USE OF PARK IMPACT FEES	MUNSON INC	PHASE I PICKLEBALL COURTS	\$17,430.00
IMPACT FEE EXPENSES			\$17,430.00
IMPACT FEE STUDY			
E 401-79235-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	IMPACT FEE UPDATE	\$3,860.00
IMPACT FEE STUDY			\$3,860.00

Account Descr	Search Name	Comments	Amount
INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WI BUILDING INSPECTIONS	SEPTEMBER PERMIT FEES	\$15,346.27
INSPECTION			<u>\$15,346.27</u>
JAMES DRIVE			
E 401-70585-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMIN	\$5,266.45
JAMES DRIVE			<u>\$5,266.45</u>
LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	EXECU PRINT	BUSINESS CARDS AND NAME PLATE	\$236.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#3 OIL CHANGE	\$52.17
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#9 COOLING SYSTEM FLUSH AND OIL CHANGE	\$310.46
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	SEPTEMBER 2023 ACTIVITY	\$160.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$375.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL LAB DRAW	\$37.13
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER	INMATE BILLING	\$19.72
LAW ENFORCEMENT			<u>\$1,190.98</u>
LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$284.45
E 101-55110-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$34.30
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$187.50
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	MONTHLY CLOUD BACKUP	\$50.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	PAPER TOWELS	\$178.00
E 101-55110-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	TOILET PAPER/ SOAP	\$126.00
E 101-55110-310 BOOKS & MATERIALS	PLAYAWAY PRODUCTS	BOOKS	\$89.94
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$45.00
LIBRARY			<u>\$995.19</u>
MISC STORM SEWER REPAIR			
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	TMDL PERMIT CONDITIONS	\$3,186.00
MISC STORM SEWER REPAIR			<u>\$3,186.00</u>
MUNICIPAL BUILDING			
E 101-51600-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	WEED KILLER/ MISC HARDWARE	\$63.24
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$116.06
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	TOILET PAPER/ SOAP	\$126.00
E 101-51600-355 JANITORIAL SUPPLIES	PIONEER SUPPLY LLC	PAPER TOWELS	\$178.00
MUNICIPAL BUILDING			<u>\$483.30</u>
NIXON PARK PARKING LOT			

Account Descr	Search Name	Comments	Amount
E 401-79290-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMIN	\$5,266.44
NIXON PARK PARKING LOT			\$5,266.44
PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	OXIDE BIT	\$9.87
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	SWITCH	\$9.16
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	REBAR/ TAPE MEASURE	\$152.58
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	UNIVERSAL LED	\$229.80
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	CABLES	\$109.35
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	WEED AND FEED	\$572.87
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	WEED AND FEED	\$1,445.77
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	WEED AND FEED	\$572.87
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	WEED AND FEED	\$1,445.77
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	WEED AND FEED	\$1,445.77
E 101-55200-370 ATHLETIC FACILITY MAINTENANCE	INSIGHT FS	WEED AND FEED	\$572.86
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	KIMBALL MIDWEST	MISC HARDWARE	\$1,401.17
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	LANGE ENTERPRISES INC	POST DRIVER	\$2,834.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	MERTON FEED CO.	GRASS SEED	\$706.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	ROBERTS TOPSOIL	25 YARDS SCREENED TOPSOIL	\$490.00
PARKS			\$11,997.84
PUBLIC WORKS			
E 101-53000-420 STORM SEWER	ACE REDI-MIX INC	CONCRETE FOR GOODWIN AND HAIGHT	\$850.00
E 101-53000-180 OTHER BENEFITS	BUCHHOLZ, AUSTIN	CLOTHING ALLOWANCE	\$25.92
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	PIG MAT	\$263.99
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	BRUSH/ MISC AUTOWARES	\$124.74
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	BRAKE FLUID	\$6.89
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	MNT SORB 25X150	\$93.39
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	VARIOUS FILTERS	\$399.75
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	CHERRY BOMB	\$362.46
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	VARIOUS FILTERS	\$353.66
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	SHOCK ABSORBER	\$130.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	SPIN ON HYD FILTER return	-\$42.13
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	PARTS	\$61.99
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	CERAMIC PADS/ BRAKE ROTOR/	\$346.15
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	VARIOUS FILTERS	\$183.20
E 101-53000-360 VEHICLE MAINT/EXPENSE	EASTGATE SERVICE LLC	BUCKET TRUCK INSPECTION	\$680.50
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	\$1,532.88
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD REFOR FUEL	\$571.31
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD REFOR FUEL	\$979.26
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	WATER HEATER	\$507.90

Account Descr	Search Name	Comments	Amount
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$172.96
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$227.70
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$116.70
E 101-53000-360 VEHICLE MAINT/EXPENSE	JX ENTERPRISES INC	AIR BRAKE LINES FOR #25	\$63.93
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	STEEL FOR SHED	\$131.31
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	TIRES FOR SCAG	\$950.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	VARIOUS TIRES	\$2,126.00
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$71.00
E 101-53000-180 OTHER BENEFITS	SCHLAFER, JAKE	LICENSE RENEWAL	\$55.51
E 101-53000-420 STORM SEWER	STARK PAVEMENT CORPORATION	3/8" SURFACE	\$272.37
E 101-53000-420 STORM SEWER	STARK PAVEMENT CORPORATION	3/8" SURFACE	\$406.19
E 101-53000-360 VEHICLE MAINT/EXPENSE	WELDERS SUPPLY CO	CUT WHEELS/ TIPS FOR WELDER	\$408.55
PUBLIC WORKS			<u>\$12,435.06</u>
RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	ART STUDIO ADD ONS	\$160.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	FOX BROS PIGGLY WIGGLY	BINGO PRIZES	\$55.18
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	ART CLASSES	\$136.00
E 101-55300-295 TRIPS	LURTSEMA, CHERRYL	CANCELED TRIP	\$125.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	MENARDS- PEWAUKEE	SUPPLIES FOR REC CLOSET	\$260.90
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	SMITH, TONIA	TRICK OR TREAT CANDY	\$134.40
RECREATION PROGRAMS/EVENTS			<u>\$871.48</u>
REPLACE HARTBROOK BRIDGE			
E 401-76160-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMIN	\$4,113.22
E 401-76160-285 CONSTRUCTION COSTS	ZENITH TECH, INC.	PEDISTRIAN BRIDGE PROJECT	\$247,592.15
REPLACE HARTBROOK BRIDGE			<u>\$251,705.37</u>
RICHARDS ROAD			
E 401-70595-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMIN	\$5,266.45
RICHARDS ROAD			<u>\$5,266.45</u>
SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	HRA FEES	\$25.30
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$14.63
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ENERGENECS INC	POWER OUTAGE PANEL	\$220.00
E 204-53610-380 MAINTENANCE-SEWAGE SYSTEM COLL	FERGUSON WATERWORKS	MANHOLE RINGS	\$1,496.20
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	HOME DEPOT	RULER	\$10.97
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	MONTHLY CLOUD BACKUP	\$40.00
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$150.00
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SCADA SERVICE WORK	\$1,354.34

Account Descr	Search Name	Comments	Amount
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	UTILITY UPDATES	\$1,014.50
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	CONSTRUCTION ADMIN AND INSPECTION	\$464.00
SEWER SERVICE			<u>\$4,789.94</u>
STORM SWR CATCH BASIN REPAIR			
E 401-74075-285 CONSTRUCTION COSTS	D.F. TOMASINI INC	2023 UTILITIES PROGRAM	\$5,772.55
STORM SWR CATCH BASIN REPAIR			<u>\$5,772.55</u>
TIF FUND EXPENSES			
E 217-58300-290 OUTSIDE SERVICES/CONTRACTS	EHLERS & ASSOCIATES	QUARRY DEVELOPMENT	\$1,126.25
TIF FUND EXPENSES			<u>\$1,126.25</u>
UNBUDGETED			
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	PROFESSIONAL SERVICE INDUSTRIE	QUARRY CONSULTING	\$1,250.00
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	QUARRY GENERAL SERVICES	\$6,705.75
UNBUDGETED			<u>\$7,955.75</u>
WALNUT RIDGE DRIVE			
E 401-70590-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMIN	\$5,266.45
WALNUT RIDGE DRIVE			<u>\$5,266.45</u>
WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$36.56
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	HRA FEES	\$63.25
E 620-53700-681 COMPUTERS & SOFTWARE	ENERGENECS INC	RADIO CABLE FOR TOWER UPGRADE	\$7,604.17
E 620-53700-681 COMPUTERS & SOFTWARE	ENERGENECS INC	ANTENNA CABLE	\$121.64
E 620-53700-681 COMPUTERS & SOFTWARE	HOME DEPOT	CONDUIT	\$61.96
E 620-53700-681 COMPUTERS & SOFTWARE	HOME DEPOT	GROUNDING BAR	\$9.98
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE PHOSPHORUS	\$26.22
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE BACTI	\$75.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE BACTI	\$75.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE BACTI	\$100.00
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	MONTHLY CLOUD BACKUP	\$40.00
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	IT SERVICES	\$150.00
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	SCADA RADIO UPGRADE	\$606.00
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	SCADA UPGRADE	\$3,721.50
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	SURVEY, DRAFTING AND DESIGN	\$706.25
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	UTILITY UPDATES	\$1,014.50
E 620-53700-632 WATER TREATMENT-SUPPLIES/EXP	USA BLUE BOOK	SPADNS FOR FLUORIDE TESTER	\$389.99
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE SAMPLING	\$28.00
WATER UTILITY			<u>\$14,830.02</u>

Account Descr	Search Name	Comments	Amount
			\$426,853.29

VILLAGE OF HARTLAND
LICENSES AND PERMITS
October 23, 2023

Bartender (Operator's) Licenses

- Robert Gonia
- Bonnie Kolar
- Shannon Stadler

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

Memorandum of Understanding for the Waukesha County Sheriff's Department Computer Forensics Laboratory

Subject: Waukesha County Sheriff's Department Computer Forensics Laboratory

Parties: This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between the Waukesha County Sheriff's Department and the Participating Member Agency.

Purpose: The purpose of this MOU is to establish the terms and conditions under which the Participating Member Agency may utilize equipment within the Waukesha County Sheriff's Department Computer Forensics Laboratory (CFL), for the purposes of examining electronic devices as they pertain to investigations in the Participating Member Agency's jurisdiction.

Article I. Definitions

Section 1.01 – The Waukesha County Sheriff's Department Computer Forensics Laboratory (CFL) is 'located at the Waukesha County Sheriff's Department. The CFL is staffed full time by investigators from the Waukesha County Sheriff's Department.

Section 1.02 – The Lead Agency is the Waukesha County Sheriff's Department.

Section 1.03 – The Participating Member Agency is The Village of Hartland Police Department.

Section 1.04 – Equipment includes materials, both software and hardware, owned by the Waukesha County Sheriff's Department.

Article II. Lead Agency

Section 2.01 – The Lead Agency shall:

- (a) Permit authorized personnel from Participating Member Agency, with appropriate certifications and in good standing, as determined by Lead Agency, access to the Waukesha County Sheriff's Department and the Computer Forensics Laboratory for the purpose of conducting forensic examinations of electronic devices in the furtherance of criminal investigations in their home jurisdictions. Access will be on a first come, first serve basis and Lead Agency does not guarantee availability of the space and equipment at any given time. Lead Agency reserves the right to deny access to Participating Member Agency personnel at any time.
- (b) Maintain and disseminate statistical data relative to the use of the lab.
- (c) Designate a representative from their agency to serve as a direct contact for personnel from the Participating Member Agencies.
- (d) Provide support to Participating Member Agencies as needed, with appropriate authorization when outside assigned normal working hours of 7:30 am to 8:00 p.m., Monday through Friday.

Section 2.02-- Lead Agency shall not be liable for losses caused by the malfunction or non-function of the software or equipment.

Section 2.02-- Lead Agency makes no guarantee or warranty of any kind, express or implied, regarding the equipment supplied, or any hardware, software or networks used in connection with the system.

Article III. Participating Member Agencies

Section 3.01 – The Participant Member Agency may request to have access to the Computer Forensics Laboratory within the Waukesha County Sheriff's Department subject to the terms of this MOU. Accordingly, the Participating Member Agency shall:

- (a) Follow all rules and procedures for the Computer Forensics Laboratory under this agreement and as provided by the Lead Agency

- (b) Designate investigators who will receive prerequisite mandatory training for access to the Computer Forensics Laboratory.
- (c) Provide and pay all costs associated with acquiring the prerequisite mandatory training for the designated investigators under Article IV.
- (d) Upon request, provide the Lead Agency a current list of trained investigators with documentation of each investigator's completion of prerequisite mandatory training under Article IV.
- (e) Be responsible for wages and benefits for investigators employed by their agency.
- (f) Reserve the right to rotate investigators assigned to the digital forensic responsibilities, provided all training and documentation is completed as required under Article IV.
- (g) Be subject to and comply with the terms and conditions of the Lead Agency's licensing agreements and user agreements with Cellebrite. Unauthorized access and/or use of the Cellebrite software may result in suspension or removal of Participating Member Agency's access to the Computer Forensics Laboratory.

Article IV. Training

Section 4.01 – Designated investigators from Participating Member Agencies shall receive prerequisite training before entering upon this agreement and acceptance into the Computer Forensic Laboratory. The following prerequisite training is mandatory:

- (a) Basic digital forensic training with a representative from the Lead Agency.
- (b) Cellebrite Certified Operator (CCO) – This course is a 2-day intermediate-level certification program which builds on the CMFF course concepts. This course is designed for participants tasked with extracting data in a forensically sound manner using UFED Touch or UFED 4PC.

(c) Cellebrite Certified Physical Analyst (CCPA) – This course is a 3-day advanced-level course. This course is designed for technically savvy investigators, digital evidence analyst and forensic practitioners. This course uses the Physical Analyzer software extensively to explore recovered deleted data, database contents, advanced search and analysis techniques, verification and validation, and reporting.

Section 4.02 – Documentation of training required under this section shall be maintained by each Participating Member Agency and made available to the Lead Agency upon request.

Section 4.03- Optional Training- Cellebrite Mobile Forensic Fundamentals (CMFF) – This is a 2-day entry level program designed for investigators to identify mobile device hardware and understanding the general forensic process. This course remains optional under this agreement but is strongly recommended for personnel with no previous digital forensics training. If selected, this course should be attended prior to Cellebrite’s Certified Operator and Certified Physical Analyst courses.

Article V. Care, Maintenance, Use of Equipment and General Provisions

Section 5.01 – The Lead Agency shall be responsible for acquisition, storage, and maintenance of equipment used in the Computer Forensics Laboratory.

Section 5.02 – Equipment, including but not limited to, computers, licensing dongles, cabling, shall not be removed from the Computer Forensics Laboratory without prior approval from the Lead Agency.

Section 5.03 – Equipment shall not be used for personal use at any time. This includes any examination of digital media that is not directly related to a criminal investigation. If a “test” device must be forensically examined/extracted for training or learning purposes, the Participating Agency member shall notify the Lead Agency’s designated representative prior to the examination/extraction.

Section 5.04 – Computer Forensics Laboratory equipment shall be used exclusively by those members who have met the training requirements in Article IV and who are provided access under this agreement.

Section 5.05 – Under no circumstances, will personnel provided access to the Waukesha County Sheriff's Department under this agreement, provide their access card to any other person, nor will the designated investigator allow access to anyone without prior approval from the Lead Agency.

Section 5.06- Participating Member Agency shall be liable for any damages to the equipment, software or hardware caused by it or its personnel. Participating Member Agency agrees to reimburse and shall make prompt payment to Lead Agency for the repair or replacement of any equipment, hardware or software resulting from damages caused by it or its personnel.

Section 5.07- Participating Member Agency agrees to indemnify, hold harmless, and defend Lead Agency, its officers, agents, and employees from any and all liability, including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or arises out of the Participating Member Agency's use of Computer Forensics Laboratory (CFL).

Section 5.08- The Lead Agency shall have the right to terminate this MOU for any reason and at any time by giving written notice to Participating Member Agency at least five days before the effective date of such termination. Notwithstanding the above, Participating Member Agency shall not be relieved of liability to the Lead Agency for any damages sustained by the Lead Agency by virtue of any breach of this MOU by the Participating Member Agency.

The effective date of this MOU is the date of the signature last affixed to this page.

Chief of Police
Village of Hartland Police Department

Date

Sheriff
Waukesha County Sheriff's Department

Date



2023 Hartland BID Board of Directors 3 year terms

Term to expire December 31, 2023		
<p>Tabi McBride Tabi's Lake Country 111 E Capitol Drive Hartland, WI 53029 262-367-6525</p>	<p>Cheryl Pfundtner, Treasurer H+P CPAs 365 Cottonwood Ave Hartland, WI 53029 262-367-5505 cheryl@hpcpa.tax</p>	<p>Dr. Jim Muenzenberger Generations Dental 139 E Capitol Dr Hartland, WI 53029 262-367-2750 drjimsteam@hotmail.com</p>
Term to expire December 31, 2024		
<p>Steve Berger, BID President Beer Snobs Ale & Eats 122 Cottonwood Ave Hartland, WI 53029 262-367-6627 sberger173@aol.com</p>	<p>Kristine Schutte Klink's Karpets 107 North Ave Hartland, WI 53029 262-367-4670 klinkskarpets@gmail.com</p>	<p>Steve Osterndorf US Bank 160 E Capitol Dr Hartland, WI 53029 262-369-2120 steve.osterndorf@usbank.com</p>
Term to expire December 31, 2025		
<p>Nick Jensen Keller Williams Hartland, WI 53029 414-801-5213 nick.jensen@kw.com</p>	<p>Marilyn Haroldson, Secretary MH Properties W292 N6299 Dorn Rd. Hartland, WI 53029 414-322-9998 makflower@hotmail.com</p>	<p>Bob Wisniewski Avalon Graphics 115 Hill St Hartland, WI 53029 262-367-9002 bob@avalongraphics.net</p>
<p>Ryan Bailey, Village Manager Ex-Officio Member Village of Hartland, Village Manager 210 Cottonwood Avenue Hartland, WI 53029 262-367-2714 timr@villageofhartland.com</p>	<p>BID Director Hartland BID 135 Cottonwood Ave Hartland, WI 53029 262-367-6560 BID@downtownhartland.com</p>	