

**BOARD OF TRUSTEES AGENDA  
March 24, 2026 \* 7:00 PM \* Court Room**

13600 Juneau Boulevard, Elm Grove, WI 53122

**1. Roll Call**

**2. Announcement of Closed Session**

- A. Pursuant to Wis. Stats. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation(s) in which it is or is likely to become involved, more specifically to discuss litigation with the Soo Line.**
  
- B. Pursuant Wis. Stats. 19.85(1)(e) to deliberate or negotiate 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.**

**3. Pledge of Allegiance**

**4. Public Hearing**

- A. Public Hearing #1: To rezone an approximate 3.44-acre site at 800 Wall Street (Tax Key 1105997) to the Rm-3 Multiple-Family Residential District from the I-1 Institutional District.**

*Documents:*

[\*BT Notice Of Public Hearing\\_800 Wall St Rezoning.pdf\*](#)

**5. Public comments on any subject without any action, except possible referral to a governmental body or staff member**

**6. Approval of Agenda**

**7. Approval of Minutes**

**A. Review and act on the February 24, 2026, Board of Trustee Minutes.**

*Documents:*

*2026-02-24 Board Of Trustee DRAFT Minutes.pdf*

**8. Report of the Village President - James Koleski**

**A. Village of Elm Grove's Mayors' Monarch Pledge Day Proclamation.**

*Documents:*

*Mayors Monarch Pledge Day.pdf*

**9. Report of Village Officers**

**A. Report of Fire Chief - Brian Naylor**

**1. Fire Chief Reports**

*Documents:*

*Fire Department Report.pdf*

**B. Report of Police Chief - Jason Hennen**

**1. Police Chief Reports**

*Documents:*

- 1. PD February 2026 BOT Memo.pdf*
- 2. Feb 2026 CM Inquiry Report.pdf*
- 3. Feb 2026 CM Inquiry Report - Accessible.pdf*
- 4. Feb 26 Monthly Report.pdf*
- 5. Feb 26 Call Activity.pdf*
- 6. Feb 26 Call Activity- Accessible.pdf*
- 7. Feb 26 Case Activity.pdf*
- 8. Feb 26 Case Activity - Accessible.pdf*

**C. Report of EMS Director - Curt Waddell**

**1. EMS Reports**

*Documents:*

*EMS Report February 2026.Pdf*  
*March 2026 Board Meeting FINAL With February 2026 Stats.pdf*

## **D. Report of Village Clerk - Crystal Turner**

### **1. Spring 2026 Election Update:**

In-Person Absentee Voting starts 3/24/26 - Clerk's Office

#### **Dates and times**

March 24 to 26 - 8.30am-4pm

March 27 - 8.30am- 12.30pm

March 30-April 2 - 8.30am-4pm

April 3 - 8.30am-5pm

#### **As of 3/20/2026:**

Mailed out 390 Absentee Ballots

**Election Day** - Tuesday, April 7, 2026. 7am to 8pm, Lower level of Village Hall (Community Room and O'Neill Room)

### **2. Review and possible action on the Special Event Permit for the KJF Labor Day 5K Event.**

*Documents:*

[KJF Labor Day 5K.pdf](#)

[KJF LABOR DAY 5K Slide.pdf](#)

[KJF Labor Day 5K Event Meeting.pdf](#)

## **E. Report of Village Manager - Thomas Harrigan**

## **F. Report of Village Attorney - Hector de la Mora**

## **10. Report of Standing Committees**

### **A. Plan Commission - President Koleski**

Report on discussion and any action taken at previous meetings, future agenda items, and upcoming scheduled meetings.

#### **1. 2026-03-02 Plan Commission DRAFT Minutes**

*Documents:*

[2026-03-02 Plan Commission DRAFT Minutes.pdf](#)

#### **2. Review and act on Ordinance 2026-05 to rezone an approximate 3.44-acre site at 800 Wall Street (Tax Key 1105997) to the Rm-3 Multiple-Family Residential District from the I-1 Institutional District, consistent with recent**

**amendments to the Zoning Ordinance establishing the Rm-3 District as the appropriate district for the existing community-based residential facility (CBRF) and residential care apartment complex (RCAC) use.**

*Documents:*

[\*Ordinance 2026-05\\_Rezoning 800 Wall St.pdf\*](#)

**B. Library Board - Trustee Castile**

Report on discussion and any action taken at previous meetings, future agenda items, and upcoming scheduled meetings.

**C. Public Works - Trustee Schindler**

Report on discussion and any action taken at previous meetings, future agenda items, and upcoming scheduled meetings.

**1. 2026-03-09 Public Works Committee DRAFT Minutes**

*Documents:*

[\*2026-03-09 Public Works Committee DRAFT Minutes.pdf\*](#)

**2. Review and possible action on Intergovernmental Cooperative Agreement (ICA) with MMSD for tree planting.**

*Documents:*

[\*Elm Grove Trees ICA 03.20.26.Pdf\*](#)

**3. Review and possible action on Ordinance 2026-06 revisions as it relates to Chapter 325 Water Control.**

*Documents:*

[\*LC Memo 02.12.26.Pdf\*](#)

[\*ORD 2026-06 Chapter 325 Ordinance For MS4 Compliance.pdf\*](#)

**4. Discussion and review on the award of contract to C.W. Purpero for the Underwood Creek Daylighting Construction Project.**

*Documents:*

[\*UC Daylighting Award Of Contract\\_CWP.pdf\*](#)

**D. Public Safety - Trustee Sayas**

Report on discussion and any action taken at previous meetings, future agenda items, and upcoming scheduled meetings.

**E. Legislative - Trustee Stuckert**

Report on discussion and any action taken at previous meetings, future agenda items, and upcoming scheduled meetings.

**F. Park and Recreation - Trustee Hillmann**

Report on discussion and any action taken at previous meetings, future agenda items, and upcoming scheduled meetings

**1. 2026-03-10 Recreation Committee DRAFT Minutes**

*Documents:*

[\*2026-03-10 Recreation Committee DRAFT Minutes.pdf\*](#)

**2. Review and possible action on the recommendation from the Recreation Committee to accept the Knowles Nelson Stewardship Program Grant for the Northern Boardwalk Connection in the amount up to \$56,400.**

*Documents:*

[\*Contract Review Letter.pdf\*](#)

[\*Official Grant Contract.pdf\*](#)

**G. Administrative and Personnel - Trustee Stuckert**

Report on discussion and any action taken at previous meetings, future agenda items, and upcoming scheduled meetings.

**1. 2026-03-17 Admin and Personnel DRAFT Minutes**

*Documents:*

[\*2026-03-17 Admin And Personnel Committee DRAFT Minutes.pdf\*](#)

**2. Review and act on the EMS Service Director Job Description and Compensation range.**

*Documents:*

[\*Manager Memo BOT 03.17.26.Pdf\*](#)

[\*EMS Director Job Description.pdf\*](#)

**H. Finance and Licensing - President Koleski**

Report on discussion and any action taken at previous meetings, future agenda items, and upcoming scheduled meetings.

**1. 2026-02-24 Finance and Licensing Committee DRAFT Minutes**

*Documents:*

[\*2026-02-24 Finance And Licensing Committee DRAFT Minutes.pdf\*](#)

**2. Monthly Financial Reports**

*Documents:*

[\*Monthly Financial Report.pdf\*](#)

[\*2026 Project Summary.pdf\*](#)

## 11. Approval of Vouchers

### A. Review and act on March Vouchers.

*Documents:*

[Voucher Board Memo.pdf](#)

[Voucher List.pdf](#)

## 12. Matters for Possible Closed Session

Upon conclusion of the closed session, a motion will be made to reconvene in open session, pursuant to Wis. Stats 19.85(2) for possible discussion and /or action on matters discussed in closed session and to consider the balance of the agenda.

### A. Motion to convene in Closed Session pursuant to the following provisions:

1. **Wis. Stats. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation(s) in which it is or is likely to become involved, more specifically to discuss:**

- a. **Soo Line Litigation**

2. **Wis. Stats. 19.85(1)(e) to deliberate or negotiate 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.**

### B. Motion to reconvene into Open Session

### C. Discussion and possible action regarding items discussed in Closed Session

1. **Soo Line Litigation**

## 13. Review and possible action on the award of contract to C.W. Purpero for the Underwood Creek Daylighting Construction Project.

## 14. Other Business

No discussion or action on items not on the agenda.

## 15. Adjourn

Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires that the meeting or materials for the meeting has to be in an accessible location or format must contact the Village Clerk at 262-782-6700 or 13600 Juneau Boulevard by 3:00 PM Friday prior to the meeting so that any necessary arrangements can be made to accommodate your request.

Members of the public wishing to participate in a meeting virtually must submit a Virtual Meeting Access Request form no later than 3:00pm on the Friday preceding the scheduled meeting. If you wish to view only, this meeting will be live streamed. You can find the link on the front page of the Village website and the recording will be posted to the agenda center .

**NOTICE:** It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to in the above notice.

**NOTICE OF PUBLIC HEARING**  
**TUESDAY, MARCH 24, 2026**

**BOARD OF TRUSTEES**  
**VILLAGE OF ELM GROVE**

**WHEREAS**, pursuant to Village of Elm Grove Ordinance section §335-75, there will be a public hearing before the Board of Trustees at the Village Hall located at 13600 Juneau Blvd, to consider a rezoning action:

*Review and act on Ordinance 2026-05 to rezone an approximate 3.44-acre site at 800 Wall Street (Tax Key 1105997) to the Rm-3 Multiple-Family Residential District from the I-1 Institutional District, consistent with recent amendments to the Zoning Ordinance establishing the Rm-3 District as the appropriate district for the existing community-based residential facility (CBRF) and residential care apartment complex (RCAC) use.*

**WHEREAS**, the land subject to the proposed rezoning listed above is described as:

PARCEL 1 CERT SURV 5703 VOL 46/187 REC AS DOC# 1513698 PT NW1/4 & NE1/4 & SE1/4 SEC 25 T7N R20E :: DOC# 3963363 & DOC# 4185891

**WHEREAS**, matters of public interest are involved;

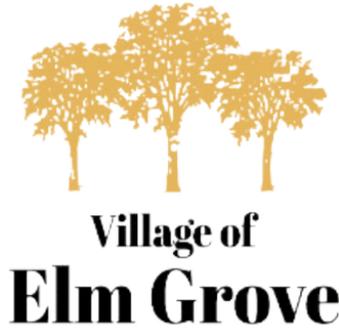
**NOW THEREFORE, PLEASE TAKE NOTICE**, that the Plan Commission will consider this rezoning action at their regularly scheduled meeting on Monday, March 2, 2026 at Village Hall 13600 Juneau Blvd, at 6:00 P.M., and provide a recommendation to the Board of Trustees. The Board of Trustees will then hold a Public Hearing on this matter on March 24, 2026 at Village Hall 13600 Juneau Blvd, at 7:00 P.M.

Any person may comment on the proposed rezoning ordinance during the hearing. A copy of the ordinance may be obtained from Village Hall during the weekday hours of 8:00 a.m. to 4:30 p.m., Monday-Thursday, and 8:00 a.m. to 12:30 p.m. on Friday.

Dated at Elm Grove, Wisconsin this 25<sup>th</sup> day of February 2026.

Crystal Turner, Village Clerk

Posted Locations: Village Hall, 13600 Juneau Blvd., Village Website  
Posted Date: February 25, 2026



**BOARD OF TRUSTEES DRAFT MINUTES  
February 24, 2026 \* 7:00 PM \* Court Room**

13600 Juneau Boulevard, Elm Grove, WI 53122

2/24/2026 - Minutes

**1. Roll Call**

*President Koleski called the meeting to order at 7.06PM*

Present: President Koleski (Zoom), Trustee Schindler (Zoom), Trustee Olson, Trustee Castile, and Trustee Hillmann

Excused: Trustee Stuckert and Trustee Sayas

Also present: Village Manager Harrigan, Asst Village Manager Sowl, Village Clerk Turner, Attorney de la Mora, Finance Director Lahey (7.30pm), and Attorney Bitar (8.10pm) Chief Naylor (8.45pm)

**2. Announcement of Closed Session**

- A. Pursuant to Wis. Stats. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation(s) in which it is or is likely to become involved, more specifically to discuss litigation with the Soo Line.**

- B. Pursuant to Wis. Stats. 19.85(1)(e) to deliberate or negotiate 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, more specifically to discuss the purchase of a Fire Truck from the Village of Butler.**

### 3. Pledge of Allegiance

### 4. Public Hearing

- A. Public Hearing #1: Text Amendments to §335-26 I-1 Institutional District of the Village of Elm Grove Code of Ordinances.**

*President Koleski opened the Public Hearing #1 at 7.08pm*

*Hearing no one who wished to speak, President Koleski closed Public Hearing #1 at 7.09pm*

- B. Public Hearing #2: Creating § 335-21.2 Rm-3 Multiple-Family Residential District of the Elm Grove Code of Ordinances Accommodating Community-based residential facilities (CBRFs) and Residential Care or Assisted Living for Eligible Residents.**

*President Koleski opened the Public Hearing #2 at 7.09pm*

*Hearing no one who wished to speak, President Koleski closed Public Hearing #2 at 7.09pm*

- 5. Public comments on any subject without any action, except possible referral to a governmental body or staff member**

### 6. Approval of Agenda

**Motion by Trustee Castile, seconded by Trustee Hillmann, to approve the agenda as presented.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

### 7. Approval of Minutes

- A. Review and act on the January 27, 2026 Board of Trustee Draft Minutes.**

**Motion by Trustee Olson, seconded by Trustee Castile, to approve the January 27, 2026 Board of Trustee minutes as amended.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

## 8. Report of the Village President - James Koleski

### A. Discussion and possible action on appointment of Mark DiFonzo to the Building Board.

*President Koleski recommended the appointment of Mark DiFonzo to the Building Board. Trustee Olson stated he had a discussion with the candidate and felt he would be a good addition to the building board.*

**Motion by Trustee Olson, seconded by Trustee Hillmann, to appoint Mark DiFonzo to the Building Board.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

### B. Discussion and possible action of appointment of Susan Baumann to the Beautification Committee.

*President Koleski recommended appointing Susan Baumann to the ad hoc Beautification Committee. Trustee Schindler reported that he spoke to Nikki Sternitzky, the committee chair, who felt Susan would be a good addition to the committee.*

**Motion by Trustee Hillmann, seconded by Trustee Castile, to appoint Susan Baumann to the Beautification Committee.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

## 9. Report of Village Officers

### A. Report of Fire Chief - Brian Naylor

#### 1. Fire Chief's Report.

### B. Report of Police Chief - Jason Hennen

#### 1. Police Chief Reports

*President Koleski noted a higher trend in burglaries and thefts under investigation within the village and asked Village Manager Harrigan to follow up with the chief regarding any information that should be shared with residents about personal safety and safeguarding belongings.*

#### 2. Review and possible action to approve the Traffic Enforcement Interdiction Initiative Grant from the Wisconsin Department of Justice.

**Village Manager Harrigan** explained this grant came across their desk Friday afternoon and was quickly added to the agenda. The grant from the Wisconsin Department of Justice was applied for by Lieutenant Natalie Riley and totals \$3,661. It would provide specialized training for officers in drug detection techniques and traffic enforcement. This is a straight grant with no matching requirement.

**President Koleski** thanked Lieutenant Riley for her initiative. **Trustee Schindler** agreed it was good initiative on her part.

**Motion by Trustee Hillmann, seconded by Trustee Olson, to approve the Traffic Enforcement Interdiction Initiative Grant from the Wisconsin Department of Justice.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

#### C. Report of EMS Director - Curt Waddell

##### 1. EMS Reports

#### D. Report of Village Clerk - Crystal Turner

##### 1. Discussion and possible action regarding Elm Grove ALF LLC Claim for Excessive Assessment.

**Village Clerk Turner** introduced Elm Grove ALF LLC Claim for Excessive Assessment noting to correct for the record, the assessment was based on the sales comparison method.

**Trustee Hillmann** suggested moving this to closed session for discussion with counsel. **Attorney De La Mora** noted the village has counsel coverage for defense of this matter, and if they deny the claim, it will accelerate the timeline for the claimant to file an action.

**Village Manager Harrigan** explained this goes to board of review first, then to the governing body. Since their board of review consists of the trustees, there is no new information being presented. He noted that if it goes to circuit court, the court would be reviewing the matter of record.

**Trustee Schindler** recalled the Board of Review was unanimous in denying the claim, and Assessor Thornton made a strong case. With no new evidence, he suggested they should either disallow or not respond.

**Trustee Hillmann** initially thought they might want to postpone since two trustees were absent, but acknowledged confidence in the Board of Review's decision.

**President Koleski** believed they should move forward and keep the claimant on pace with the timeline.

**Motion by Trustee Castile, seconded by Trustee Hillmann, to deny the Elm Grove ALF LLC Claim for Excessive Assessment.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

#### E. Report of Village Manager - Thomas Harrigan

##### 1. Review and possible action on the Mill Place Shops Cost Sharing Agreement.

**Village Manager Harrigan** explained this cost sharing agreement relates to sidewalk replacement and engineering in front of the Mill Place Shops on Watertown Plank Road. The yellow cement bollards placed by railroad order need to be removed to improve downtown aesthetics, and one parking stall must be removed as it encroaches into the railroad right of way.

The village has engaged KL Engineering for redesign work. Property owner Mark Reinders has agreed to pay 50% of engineering costs and a proportionate share of work on his property. The intention is to include this work with the Highland Drive pathway construction bid for efficiency, though it may need to be bid separately due to railroad coordination requirements.

**Trustee Schindler** asked about flaggers being required due to proximity to the railroad. **Village Manager Harrigan** said they're coordinating with the railroad representative, but it's undetermined if flaggers will be required. **Trustee Schindler** also questioned whether this should be bid with Highland pathway given the geographic differences and railroad complications.

**Village Manager Harrigan** acknowledged these concerns, noting they're considering a mandatory optional bid item or separate bidding if necessary. **President Koleski** emphasized the immediate consideration should be the cost share agreement itself.

**Trustee Schindler** asked about cost distribution, wanting to understand the village's percentage of construction costs.

**Motion by Trustee Schindler, seconded by Trustee Hillmann, to approve the cost sharing agreement with Mill Place Shops.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

#### **F. Report of Village Attorney - Hector de la Mora**

**Attorney de la Mora** requested the board inform whoever is representing the village provide quarterly updates on the excessive assessment claim.

### **10. Report of Standing Committees**

#### **A. Plan Commission - President Koleski**

##### **1. 2026-02-02 Plan Commission DRAFT Minutes.**

**President Koleski** stated the Plan Commission approved Plans of Operation for 910 Elm Grove Road and 13545 Watertown Road unit 7 at the February 2, 2026 meeting.

##### **2. Review and act on an Ordinance 2026-01 amending § 335-26. I-1 Institutional District of the Village of Elm Grove Code of Ordinances**

**Motion by Trustee Castile, seconded by Trustee Olson, to approve Ordinance 2026-01 to amend § 335-26. I-1 Institutional District of the Village of Elm Grove Code of Ordinances**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

3. **Review and act on an Ordinance 2026-02 creating § 335-21.2 Rm-3 Multiple-Family Residential District of the Elm Grove Code of Ordinances Accommodating Community-based residential facilities (CBRFs) and Residential Care or Assisted Living for Eligible Residents.**

**Motion by Trustee Schindler, seconded by Trustee Hillmann, to approve Ordinance 2026-02 creating § 335-21.2 Rm-3 Multiple-Family Residential District of the Elm Grove Code of Ordinances Accommodating Community-based residential facilities (CBRFs) and Residential Care or Assisted Living for Eligible Residents.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

## **B. Library Board - Trustee Castile**

1. **2026-02-16 Library Board DRAFT Minutes**

*Trustee Castile summarized the February 16, 2026, Library Board meeting. They announced the new Children's program staff member has been hired. The discussion included the state minimum requirements being reduced. Roughly 7% of the budget is from the state standards. The Library Board recommended not to vote for this as it will negatively impact Elm Grove. Recognized the library donations.*

*President Koleski asked about village funding requirements if they went along with Waukesha County. Trustee Castile explained the concern is that reducing minimum standards to the point of no longer providing expected community services would be problematic. Significant reductions would create staffing challenges and a snowballing negative effect on services.*

## **C. Public Works - Trustee Schindler**

1. **2026-02-09 Public Works Committee DRAFT Minutes**

*Trustee Schindler recapped the following:*

*The PWUC met on February 9 and reviewed the 60% plans for the Highland Drive 2026 Project. We discussed MMSD Chapter 13 requirements and the initial classification of the path by MMSD as a sidewalk rather than a recreational pathway, which would have required changes that would greatly increase cost. After our meeting, weeks of coordination among staff, our engineers, and MMSD led us to receive a favorable determination that it is indeed a recreational path and the project may proceed as originally planned.*

*The committee also addressed utility pole conflicts, retaining walls, and a proposed easement from a resident willing to allow the pathway onto his property to preserve a large tree. Regarding construction traffic control, the committee reached consensus on a full road closure (open to local traffic only) as the safest option and most efficient, with construction anticipated to last approximately three months, likely June through August. Cross streets will remain open.*

*The committee discussed the Underwood Creek Daylighting project contract and voted unanimously to recommend awarding it to C.W. Purpero when the Board of Trustees takes up the matter.*

*We reviewed the inspection report for the bridge into Village Park from Legion Drive. The bridge continues to decline, and the report indicates maintenance will not extend its lifespan, so planning for replacement should begin. While there is no immediate danger, fire and EMS vehicles, along with delivery vehicles, have been directed for the past year to use the Juneau Blvd. entrance to help extend its useful life. The report has been forwarded to the County for review, and the PWUC will revisit the issue upon receiving its recommendations.*

*The committee reviewed 2025 paving totals and discussed cost overruns related to intersection widening, road straightening, and driveway transition improvements. We discussed the five-year paving plan, and most roadway paving this year will be in the NE quadrant of the Village.*

*Mr. Richard Paul presented proposed revisions to Chapter 325 (Water Control) to address findings from the DNR MS4 audit. The committee voted to remand the revisions to the Legislative Committee, with the requirement they return to PWUC prior to Board approval.*

*Mr. Paul also reported that salt reserves are in good condition.*

*The full minutes are in your packet. Unless there are questions, that concludes my report.*

#### **D. Public Safety - Trustee Sayas**

*Trustee Hillmann noted the Committee did not meet.*

#### **E. Legislative - Trustee Stuckert**

##### **1. 2026-02-12 Legislative Committee DRAFT Minutes**

*Village Manager Harrigan reported on behalf of the committee, explaining they met to discuss Chapter 325 water control amendments resulting from the village's MS4 stormwater permitting audit. The audit disclosed deficiencies in the village's stormwater ordinance regarding erosion control techniques and runoff precautionary measures. A unanimous recommendation was made for board approval, but Public Works requested the item return to them before coming to the board in March.*

*There was discussion about noise ordinance requirements. Currently, the ordinance requires two separate complaints from two separate households before response. After internal discussions with Chief Hennen and staff, they concluded the existing ordinance is satisfactory and allows officer discretion. The officer could be considered the second complainant depending on the situation. Everyone has been briefed on the proper process when noise complaints are received.*

#### **F. Park and Recreation - Trustee Hillmann**

##### **1. 2026-02-10 Recreation Committee DRAFT Minutes**

**Trustee Hillmann** reported the Recreation Committee met on February 10th. They had further discussion about July 4th events for this year and continued discussion regarding the CORP.

**Trustee Castile** asked about lake management, noting concern about sediment buildup causing water quality issues and high phosphorus levels. He emphasized the need for coordination between different

committees (sustainability, parks, public works) to address both immediate mitigation measures and long-term solutions.

**Trustee Schindler** provided an update on the pond study. On March 13th, he will visit the School of Freshwater Sciences with Aaron Popovich from Southeast Watershed Trust to present to students who will select which ones take on their project as a capstone. They have preliminary data showing phosphorus levels at 100 micrograms per liter (hyperutrophic level). They need to determine if the sediment is biological debris or actual sediment through core sampling.

**President Koleski** noted this could be the basis for seeking grants, and **Trustee Schindler** confirmed Southeast Watershed Trust specializes in this area. **Trustee Castile** emphasized the need for near-term actions to slow sediment buildup, such as addressing erosion channels visible in the park.

**Trustee Hillmann** confirmed they began discussing the pond last summer in Parks and Recreation, coordinating with Public Works on dredging and cleanup options.

## G. Administrative and Personnel - Trustee Stuckert

### 1. 2026-01-21 Admin & Personnel Committee DRAFT Minutes

***Village Manager Harrigan** recapped the part time dispatch position approval, Fire Fighter training incentives, Fire Fighter bonus', 2026 wage increases and Chief of Police increase.*

## H. Finance and Licensing - President Koleski

### 1. 2026-01-27 Finance & Licensing Committee DRAFT Minutes

***President Koleski** recapped the Finance and Licensing Committee meeting from this evening and the request to recommended approval of publication and background check fees. Finance Director Lahey will be leading a complete review of all fees to ensure cost recovery.*

### 2. Monthly Financial Reports

***President Koleski** reviewed financial reports and the EMS reports. Good first step in bringing EMS fees into alignment.*

### 3. Review and possible action to implement publication and background check fees.

**Motion by Trustee Castile, seconded by Trustee Olson, to approve the publication and background check fees as presented.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

## 11. Approval of Vouchers

**A. Review and act on February Vouchers.**

*Trustee Hillmann asked for clarification of the I-Pro Arbitrator item.*

**Motion by Trustee Hillmann, seconded by Trustee Schindler, to approve the February vouchers as presented with the one follow up.**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

**12. Matters for Possible Closed Session****A. Motion to convene in Closed Session pursuant to the following provisions:**

**Motion by Trustee Olson, seconded by Trustee Hillmann, to convene in Closed Session.**

Roll Call vote:

Aye: (5) President Koleski, Trustee Olson, Trustee Schindler, Trustee Castile, and Trustee Hillmann

Nay: 0

Excused: Trustee Stuckert and Trustee Sayas

- 1. Wis. Stats. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation(s) in which it is or is likely to become involved, more specifically to discuss:**

- a. Soo Line Litigation**

- 2. Wis. Stats. 19.85(1)(e) to deliberate or negotiate 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, more specifically to discuss:**

- a. Fire Truck Purchase from the Village of Butler**

**B. Motion to reconvene into Open Session**

**Motion by Trustee Olson, seconded by Trustee Hillmann, to reconvene into Open Session.**

Roll Call vote:

Aye: (5) President Koleski, Trustee Olson, Trustee Schindler, Trustee Castile, and Trustee Hillmann

Nay: 0

Excused: Trustee Stuckert and Trustee Sayas

**C. Discussion and possible action regarding items discussed in Closed Session**

**1. Soo Line litigation.**

No action taken.

**2. Purchase of the Fire Truck from the Village of Butler**

No action taken.

**13. Other Business**

**14. Adjourn**

**Motion by Trustee Hillmann, seconded by Trustee Olson, to adjourn at 9.00pm**

Aye(5): President Koleski, Trustee Schindler, Trustee Olson, Trustee Castile, and Trustee Hillmann

Minutes respectfully submitted by: Crystal Turner, Clerk

Minutes approved on:



Village of  
**Elm Grove**

13600 Juneau Boulevard Elm Grove, Wisconsin 53122-1679 Phone: 262 782-6700

## PROCLAMATION

### Mayors' Monarch Pledge Day

**WHEREAS**, The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

**WHEREAS**, Both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

**WHEREAS**, The Village of Elm Grove recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife ; and

**WHEREAS**, Cities, towns and counties have a critical role to play to help save the monarch butterfly, and Elm Grove is striving to become a leader; and

**WHEREAS**, On March 24, 2026, I, James Koleski and the Board of Trustee for the village of Elm Grove signed the National Wildlife Federation's Mayors' Monarch Pledge and have officially committed to taking meaningful action to protect the monarch butterfly; and

**WHEREAS**, the Village of Elm Grove has committed to completing a total of at least 24 actions in order to attain the Monarch Champion status; and

**WHEREAS**, Every resident of the Village of Elm Grove can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

Now, therefore, I, James Koleski, Village President of the Village of Elm Grove` do hereby proclaim March 24<sup>th</sup>, 2026, as:

**“VILLAGE OF ELM GROVE’S MONARCH PLEDGE DAY”**

**IN THE VILLAGE OF ELM GROVE**

In witness whereof, I have hereunto set my hand and caused to be affixed the seal of the Village of Elm Grove, this 24<sup>th</sup> day of March, 2026

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Jim Koleski, Village President

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Crystal Turner, Village Clerk



To: Village Board Trustees  
From: Brian Naylor, Fire Chief  
Date: February 20-2026  
Re: January 2026 Summary

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For the month of February Elm Grove Fire trained on the following.

Water supply, Rapid intervention, Rescue air supply, Pre-plan for at risk buildings,  
Hydrant connections and Tour of Pilgrim Park School and UPS service hub.

February had 10 calls for service

4-fire alarms. Detector maintenance 2, cooking 1, testing 1.

4-mutual aid. Brookfield-4.

1-electrical. Wires down

1-odor of smoke. Mulch fire outside of building

Respectfully submitted,

Brian Naylor

Elm Grove Fire Chief





To: Village Board Trustees  
From: Jason Hennen, Chief of Police  
Date: February 11, 2026  
Re: February 2026 Summary

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Attached is the monthly report for February, 2026. The Police Department's staffing levels remain unchanged from last month. Recruitment efforts for the open police officer position remain active and ongoing. The Police and Fire Commission has approved a candidate who has received a conditional offer of employment and is currently completing the final steps in the hiring process. We anticipate having all sworn officer positions filled by the end of March and expect to be operationally at full staffing levels by June 1 following completion of field training.

Staffing levels in Dispatch also remain unchanged. The Dispatch Center is operating down one position, and recruitment efforts are ongoing to restore full staffing. Similar to Patrol operations, call volume trends and scheduling stability have allowed us to maintain appropriate coverage during this seasonal slowdown.

The Detective Bureau is currently working 10 active investigations, which include 7 fraud cases, 2 burglaries, and 1 disorderly conduct investigation. The attached CM Inquiry List report provides details on current active cases being investigated and recent cases closed by the Detective Bureau.

Department staff have been finalizing preparations for several upcoming community events and programs scheduled for the spring and summer months. Planning is underway for the 2026 Citizen Police Academy, which will begin on April 15 and conclude with a graduation banquet on June 17. Staff are also coordinating preparations for the Memorial Day Parade and have begun early planning efforts for the Village's July 4th activities. These events and others provide valuable opportunities for continued community engagement and allow our officers to maintain strong relationships with residents throughout the year.

The department remains committed to maintaining professional service, proactive enforcement, and strong community partnerships as we continue through the first quarter of 2026. Traffic enforcement efforts remain a priority, with officers conducting 834 traffic stops during the first two months of 2026 compared to 731 during the same period last year, an increase of approximately 14 percent. Officers have also recently received updated training on Wisconsin ordinance updates and evolving state laws related to electric bicycles and other emerging

mobility devices. As these devices continue to grow in popularity, our officers remain focused on balancing community engagement, education, and enforcement to ensure their safe and responsible use throughout the Village.

*Jason Hennen*

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Jason Hennen  
Chief of Police



Elm Grove Police Department  
 13600 Juneau Blvd, Elm Grove, WI 53122  
 (262)-786-4141

**CM Inquiry Lists**

Printed On: 03/11/26 06:46

**Elm Grove Police Department**

Case#	Invest#	Status	Assigned Date	Prim PF	Solv Fact	Highest - CAT
26-000044	26-000007	Open	02/04/26	Lenardic, Sean Z		11-Fraud
25-000545	25-000040	Open	12/30/25	Lenardic, Sean Z		05-Burglary
25-000519	26-000003	Closed	01/19/26	Martin, Hannah J		11-Fraud
25-000511	25-000039	Closed	12/08/25	Lenardic, Sean Z		06-Theft
25-000490	25-000038	Closed	11/26/25	Lenardic, Sean Z		06-Theft
25-000488	26-000004	Open	01/19/26	Martin, Hannah J		11-Fraud
25-000484	25-000037	Closed	11/19/25	Mayer, Craig A		06-Theft
25-000481	25-000036	Open	11/10/25	Lenardic, Sean Z		05-Burglary
25-000473	25-000035	Closed	11/04/25	Mayer, Craig A		02-Sexual Assault
25-000456	25-000033	Closed	10/21/25	Unger, Ryan A		06-Theft
25-000453	25-000034	Open	10/27/25	Martin, Hannah J		11-Fraud
25-000446	25-000032	Closed	10/22/25	Lenardic, Sean Z		06-Theft
25-000410	25-000031	Closed	02/04/26	Martin, Hannah J		06-Theft
25-000408	25-000030	Open	09/23/25	Lenardic, Sean Z		11-Fraud
25-000406	26-000006	Closed	02/02/26	Martin, Hannah J		06-Theft
25-000385	25-000027	Closed	09/09/25	Lenardic, Sean Z		49-Miscellaneous Service Report
25-000379	25-000029	Closed	09/10/25	Mayer, Craig A		11-Fraud
25-000370	25-000028	Suspended	09/05/25	Mayer, Craig A		02-Sexual Assault
25-000322	25-000026	Closed	10/02/25	Mayer, Craig A		06-Theft
25-000285	25-000025	Closed	07/28/25	Lenardic, Sean Z		11-Fraud
25-000284	25-000024	Closed	07/07/25	Lenardic, Sean Z		11-Fraud
25-000277	25-000023	Open	07/02/25	Lenardic, Sean Z		26-All Other Offenses
25-000255	25-000021	Closed	06/19/25	Lenardic, Sean Z		06-Theft
25-000254	25-000022	Closed	06/19/25	Lenardic, Sean Z		24-Disorderly Conduct
25-000249	25-000020	Closed	06/16/25	Mayer, Craig A		06-Theft
25-000248	25-000019	Closed	06/16/25	Mayer, Craig A		06-Theft
25-000242	25-000018	Closed	06/13/25	Mayer, Craig A		06-Theft
25-000222	25-000017	Open	06/09/25	Mayer, Craig A		11-Fraud
25-000219	25-000016	Closed	01/13/26	Martin, Hannah J		11-Fraud
25-000204	26-000005	Closed	01/27/26	Martin, Hannah J		26-All Other Offenses
25-000197	25-000015	Closed	05/22/25	Mayer, Craig A		44-Suicide
25-000194	25-000014	Closed	05/19/25	Lenardic, Sean Z		11-Fraud
25-000164	25-000013	Open	05/02/25	Mayer, Craig A		11-Fraud
25-000157	25-000010	Closed	04/29/25	Mayer, Craig A		02-Sexual Assault
25-000154	25-000011	Open	04/28/25	Lenardic, Sean Z		11-Fraud
25-000149	25-000012	Closed	05/15/25	Lenardic, Sean Z		15-Weapons

**CM Inquiry Lists**Printed On: 03/11/26  
06:46**Elm Grove Police Department**

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25-000370	25-000028	Suspended	09/05/25	Mayer, Craig A		02-Sexual Assault
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25-000285	25-000025	Closed	07/28/25	Lenardic, Sean Z		11-Fraud
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25-000248	25-000019	Closed	06/16/25	Mayer, Craig A		06-Theft
25-000242	25-000018	Closed	06/13/25	Mayer, Craig A		06-Theft
25-000222	25-000017	Open	06/09/25	Mayer, Craig A		11-Fraud
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**ELM GROVE POLICE DEPARTMENT**  
**Monthly Report**  
**February 2026**

MISCELLANEOUS ACTIVITY:	THIS MONTH	THIS YEAR TO DATE	LAST YEAR TO DATE
BUSINESS CHECKS	3,926	8,700	6,090
TAVERN CHECKS	3	5	9
VACANT HOME CHECKS	88	133	74
FORFEITURES & FEES COLLECTED	\$ 25,195.11	\$45,770.25	\$43,610.17

Dispatcher Carryover	36.25	88.25	47.25
Officer Carryover	53.50	123.75	142.00
Court	9.00	17.00	6.00
Meetings/Conferences	11.50	11.50	1.50
Report Writing	3.00	3.00	11.50
Training	151.00	253.50	67.50
Investigation	1.50	2.50	0.00
Prisoner Process	6.50	6.50	2.50
Crime Prevention	4.00	4.00	18.00
Special Unit Call-Up (MIU, CDU, SCIT, METRO)	1.50	4.50	4.50
Miscellaneous	4.50	10.50	21.25
<b>OVERTIME HOURS TOTAL</b>	<b>282.25</b>	<b>525.00</b>	<b>322.00</b>

EMERGENCY	33	67	70
NON-EMERGENCY	4	10	17
TRANSFERS	3	16	
MALFUNCTIONS	0	0	0
VERIFICATIONS	17	30	33
TESTS	2	6	2
<b>TOTAL</b>	<b>59</b>	<b>199</b>	<b>182</b>



**ELM GROVE POLICE DEPARTMENT  
MONTHLY REPORT  
Call for Service Total Activity**



**1/1/2026 - 2/28/2026**

	Jan	Feb	Total
911 Verify	13	17	30
911/TDD Test	4	2	6
Abandoned Vehicle	1	2	3
Accident-Deer/F/PI/PDO	3	1	4
Accident-Personal Injury	1	1	2
Accident-Property Damage On	9	11	20
Alarm Business	9	5	14
Alarm Residential	4	3	7
Ambulance Request	28	27	55
Animal Complaint	6	4	10
Area Check	1	8	9
Assist Invalid	6	2	8
Assist Other Ambulance Servic	3	6	9
Assist Other Fire Department	2	4	6
CDTP	0	1	1
Community Relations	24	17	41
Court Order Vios/TRO/DOM/IN	0	1	1
Disabled Vehicle	13	3	16
Disorderly Conduct	5	3	8
Domestic Dispute	1	0	1
Extra Patrol Request	2	2	4
Fire Alarm	3	4	7
Fire Department Call	4	2	6
Fugitive Warrants All	1	0	1
Lockout	1	2	3
Lost Property	1	0	1
Mutual Assist to other PD	5	5	10
Open Door/Window Business	29	24	53
Open Door/Window Residence	17	11	28



**ELM GROVE POLICE DEPARTMENT  
MONTHLY REPORT  
Call for Service Total Activity**



**1/1/2026 - 2/28/2026**

	Jan	Feb	Total
Ordinance Violation	17	10	27
Parking Complaint	2	3	5
Patrol Info	1	2	3
Public Service	41	29	70
Recovered Property	1	7	8
Request Mutual Aid for Fire De	1	0	1
Request Mutual Aid for Police	5	6	11
Request Mutual Aid-Ambulanc	2	1	3
Sex Offense	0	1	1
Suspicion-General	5	6	11
Suspicious Person	2	0	2
Suspicious Phone Call	0	2	2
Suspicious Vehicle	4	12	16
Tavern/Tobacco Check	2	3	5
Test Call	1	0	1
Theft	4	5	9
Traffic Complaint	2	4	6
Traffic Hazard	9	7	16
Traffic Stop	397	437	834
Trespassing	1	0	1
Weather Alert/Warning	2	0	2
Zoning Complaint	0	1	1
<b>Total</b>	<b>695</b>	<b>704</b>	<b>1,399</b>

<u>CAD Dispositions</u>	Jan	Feb	Total
All Other Dispos	481	462	943
Verbal Warning	214	242	456
<b>Total</b>	<b>695</b>	<b>704</b>	<b>1,399</b>

Item	Jan	Feb	Total
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# Elm Grove Police Department

## MONTHLY REPORT



### Case Activity based on CFS Management Codes

**\*\* For official use only \*\***

<b>CASES by CFS CODES</b>	Jan	Feb	Total
Administrative	1	1	2
Bail Jumping	1	0	1
Criminal Damage to Property	1	0	1
Criminal Damage to Property - Private	1	0	1
Curfew	0	1	1
Disorderly Conduct	1	2	3
Driving/Operating Under the Influence -	1	4	5
Enticement of a Minor for Indecent Purposes	0	1	1
Found/Recovered - Property	1	4	5
Fraud	1	1	2
Fraud - Identity Theft	1	0	1
Fraud - Insufficient Funds Check	0	1	1
Hit and Run/Leaving the Scene of an	2	1	3
Informational Report/All Other	5	2	7
Marijuana - Possession	4	5	9
Mental Observation/Emergency Detention	0	1	1
Mutual Aid	0	2	2
MV Accident-Property Damage Only	7	7	14
Sex Offense	0	1	1
Theft - All Others >=\$200	1	0	1
Theft - From Building \$50-\$199	1	0	1
Theft - Postal >=\$200	0	1	1
Theft - Retail >=\$200	0	1	1
Traffic Offense	4	4	8
Violation of a Court Order	2	1	3
Warrant - Other Dept Pickup	4	3	7
Weapons - Possession	0	1	1



# Elm Grove Police Department

## MONTHLY REPORT



### Case Activity based on CFS Management Codes

**\*\* For official use only \*\***

	Jan	Feb	Total
Total	39	45	84

**CASES by CFS CODES**

	Jan	Feb	Total
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Warrant - Other Dept Pickup	4	3	7
Weapons - Possession	0	1	1
	Jan	Feb	Total
Total	39	45	84

# ELM GROVE EMS MONTHLY RUN REPORT

## REPORTING MONTH: FEBRUARY 2026

### DEFINITION OF METRICS

**Calls for Service:** Total number of EMS calls.

**Chute Time:** Time from dispatch to ambulance leaving the station.

**Response Time:** Time from dispatch to ambulance on scene.

**Scene Time:** Time spent on scene.

**Dispatched to Call Closed:** Total time from dispatch to back in quarters.

**Man Hours:** Total time spent on calls by EMS personnel.

### SUMMARY OF METRICS

Metric	Monthly	Year-to-Date
Calls for Service	35	77
Average Chute Time	4:23	4:18
Average Response Time	7:38	9:57
Average Scene Time	22:11	21:20
Dispatched to Call Closed	55:31	54:52
Man Hours Spent on Calls	85 Hours	170 Hours

### DISPOSITION (THIS MONTH)

Disposition Type	Number of Calls
Transported No Lights/Siren	14
Transported Lights/Siren	10
Patient Treated, Released	1
Patient Refused Evaluation/Care	2
Assist, Cancelled, Other	8

### HOSPITAL SELECTION (THIS MONTH)

Hospital	Number of Transports
Ascension Elmbrook	6
Froedtert Hospital	16
ProHealth Waukesha Memorial Hospital	0
West Allis Memorial Hospital	1
Children's Hospital	1
VA Medical Center	0
Froedtert Menomonee Falls	0
Froedtert Community - New Berlin	0
Other	0

### MUTUAL AID MUTUAL AID TO ANOTHER COMMUNITY

<b>Community</b>	<b>Number of Calls</b>	<b>Number of Calls (YTD)</b>
Brookfield	6	7
Menomonee Falls	0	3
New Berlin	0	0
Pewaukee	0	0
Other	1	1

**MUTUAL AID FROM ANOTHER COMMUNITY**

<b>Community</b>	<b>Number of Calls</b>	<b>Number of Calls (YTD)</b>
City of Brookfield	1	3



**Print**

**Special Events Permit Application - Submission #3879**

**Date Submitted: 1/3/2026**

**Special Event Application**

**Special Event:** As defined by Chapter 241 of Village Code, is “an outdoor assemblage of 200 or more persons at any one time on public or private property for a performance, celebration, commemoration, display and/or sale of goods or other type of social gathering open to the public for free or upon payment of some kind of consideration; it includes, but is not limited to, whether for profit or not, outdoor festivals, flea markets, fun runs, bicycle races, walkathons, marathons, outdoor gatherings on nonresidential property involving the use of temporary structures, and other similar type activities that do not require a permanent site or business location and do not compromise public health, safety or welfare.”

**This application must be filed with the Village Clerk at least sixty (60) days prior to the scheduled date of the special event. Incomplete submittals will not be accepted.**

**Has this event been permitted in the past?\***

Yes

No

**Name of the Event\***

Labor Day 5K Run/Walk

**Date(s) of Event:\***

9/5/26

**Start Date:\***

9/5/26

**End Date:\***

9/5/26

**Event Begin Time:\***

9:00AM

**Event End Time:\***

10:30AM

**Estimated Attendance at Event:\***

150

Note: More than 300 people requires approval from the Village Board of Trustees

**Will there be outdoor music at the event?\***

Yes

No

**Will alcoholic beverages be served?\***

Yes

No

**Name of the Organization\***

Kelly Johnson Foundation

List contact information for all partners, officers, and directors if the organization is a partnership or corporation.

**Address of the Organization: \***

1085 Rolling Green Drive

**City, State, Zip:\***

Waukesha, WI 53186

**Contact Person (Day of Event):\***

Kelly Johnson

**Address:\***

1085 Rolling Green Drive

**City, State, Zip:\***

Waukesha, WI 53186

**Email:\***

kelly@kjfw.org

**Phone:\***

4142536128

**Site Plan Information:\***

KJF Labor Day 5K Event Info 2026.docx.pdf

Attach a detailed map/diagram of the event and indicate the location of the following: event vendors (e.g. food, alcohol); parking accommodations (on and off site); proposed road closures; signage.

**Special Events Planning Checklist (check all that apply):\***

- Road closures/barricades (for use on public property)
- Signage
- Generators
- Vendors (e.g. food, beverage, alcohol)
- Contact Waukesha County Division of Environmental Health
- None

**\*Disclosure:** If a requested road closure requires additional barricades beyond Village inventory, any rental or delivery fees incurred by the Village will be billed to the event applicant/organizer.

**Other Submittal Items:**

- o Written description of event activities.
- o Proof of event notice (delivery of notice at least three (3) weeks prior to the event to properties within a 500' radius of the event - the Village will provide mailing addresses for affected properties)
- o Signage submission including the number, type, and required property consent forms (see Chapter 335-47 of the Village Code of Ordinances)
- o Proof of current insurance (to be accepted and approved by the Village Manager or authorized designee)

**Other Submittal Items**

Choose File No file chosen

**Other Submittal Items**

Choose File No file chosen

**Other Submittal Items**

Choose File No file chosen

**Signature of Applicant:\***

**Date:\***

Kelly Johnson

1/3/26

**\*\* The Village of Elm Grove is not responsible for the applicant's investing of any monies for the purpose of the special event should the application be denied \*\***

# LABOR DAY 5K

The **Kelly Johnson Foundation** is hosting its Labor Day 5K on Saturday, September 5th, 2026 at 9:00am CST at Elm Grove Village Park.

Race proceeds will help the Kelly Johnson Foundation support local high schools in the US that have insufficient funding for after-school athletic and extracurricular programs and grow its Johnson Family Scholarship program



**LABOR DAY**  
**5K**  
**RUN / WALK**

**PRESENTED BY THE KELLY JOHNSON FOUNDATION**

**SATURDAY, SEPT. 5TH**  
**ELM GROVE VILLAGE PARK, ELM GROVE, WI**

**5K RACE STARTS AT 9AM**  
**FAMILY | FUN | PRIZES**  
**REGISTER AT [WWW.KJFWI.ORG](http://WWW.KJFWI.ORG)**

**THANK YOU**

Simple Biz360  
Timeless Business Tools

PERFORMANCE RUST-OLEUM  
RUN RUNGUM  
The Daily Grind

**SPONSORS**

JohnsonTherapeutic LLC  
grüns  
SORE NO MORE  
adidas  
WAC



**SCAN ME**



# Board Meeting Event Packet

KELLY JOHNSON FOUNDATION

## LABOR DAY 5K RUN / WALK

Saturday, Sept. 5<sup>th</sup>, 2026

9am - 10:30am CST

Elm Grove Village Park  
13600 Juneau Blvd, Elm Grove, WI  
53122

### Founder/Event Host: Kelly Johnson

Phone 414.253.6128

Website [www.kjfw.org](http://www.kjfw.org)

Email [info@kjfw.org](mailto:info@kjfw.org)





## Introduction to Our Nonprofit

The Kelly Johnson Foundation is 501(c)(3) nonprofit, founded by Kelly Johnson in 2014. The organization that aims to give back to schools and communities while encouraging individual's goals and passions by hosting an array of sports and other pop-up events. With everything that KJF hosts, 100% of the proceeds go towards the Johnson Family Scholarship, which is awarded to high school seniors each year. The students chosen for the award are dedicated, hardworking students that show commitment towards their future.

In the past, KJF has hosted the Johnson Summer Classic Tennis Tournament, numerous other tennis competitions, pickleball tournaments, Turkey Trot 5Ks, and various other events. We uphold our tradition of hosting past events annually while also introducing new ones.

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# About Us

To gain insight into the Kelly Johnson Foundation, it's crucial to understand our vision and mission, both for the present and the future of our nonprofit. At the core of all our events lies the overarching aim to build a sense of community and unity. We aspire to serve as a hub where individuals can gather to enjoy themselves, connect with like-minded individuals, and engage in physical activity simultaneously.

We believe in the power of collaboration and strength of partnerships with brands and businesses. With a shared vision, we are dedicated to fostering meaningful connections and making a lasting impact.

Together, we strive to create experiences that inspire, empower, and impact the community. With every partnership, every connection, we move closer to realizing our shared vision. We invite you to participate in our charity events and showcase the Village of Elm Grove's commitment to making a difference.

## Meet The Team



**Kelly Johnson**  
KJF Founder



**Gracyn Cox**  
Event Marketing



**Kasey Chloe**  
Event Marketing

# About The Event



## Labor Day 5K Run/Walk 2026

The Kelly Johnson Foundation is hosting its Labor Day 5K on Saturday, September 5th, 2026 at 9:00am CST at Elm Grove Village Park.

Race proceeds will help the Kelly Johnson Foundation support local high schools in the US that have insufficient funding for after-school athletic and extracurricular programs and grow its Johnson Family Scholarship program.

Participants are welcome to run, walk or stroll their way to the finish line! The 5K race will be timed, awards given out to the top male and female runners/age by division & overall male and female finisher. Pre-registered participants will receive an exclusive short sleeve Labor Day 5K shirt (Guaranteed before Aug. 1st)!

Pre-Race Packet Pickup at Wisconsin Athletic Club (WAC) Brookfield on Fri, Sept. 4th from 12-4pm CST.

### Race Day Schedule

- 7:30 a.m. Setup
- 8:00 to 8:45 a.m. – Race Day Registration and Shirt/Bib Pickup
- 9:00 a.m. – Start of 5k Run and Walk
- 10:15 a.m. – Post Race Awards
- 10:00 a.m. – 10:30 am Teardown
- 10:30 a.m. – Conclusion of Event

Check out our website and registration link for more info!  
<https://www.kjfwi.org/events/laborday5k/>



## Event Highlights

**Date:** Saturday, Sept. 5<sup>th</sup>, 2026

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**Time:** 9am – 10:30am CST

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**Location:** Elm Grove Village Park, (13600 Juneau Blvd, Elm Grove, WI 53122).

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**Expected Attendance:**  
100-150

# Notice of Community Event

Proposed Event Notice Sent to Properties surrounding event area

Proof of event notice (delivery of notice at least three (3) weeks prior to the event to properties within a 500' radius of the event – the Village will provide mailing addresses for affected properties)

## **NOTICE OF COMMUNITY EVENT**

Labor Day 5K – Presented by the Kelly Johnson Foundation

This notice is to inform you of an upcoming community event that will take place near your property.

The Labor Day 5K, presented by the Kelly Johnson Foundation, is scheduled for Saturday, September 5, 2026, from 9:00 a.m. to 10:30 a.m.

The event will include a 5K run/walk and may involve a temporary increase in pedestrian activity and brief, intermittent traffic impacts in the surrounding area during the event timeframe. Event staff and volunteers will be present to help ensure safety and minimize disruption.

This notice is being provided at least three (3) weeks in advance in accordance with Village requirements for properties located within a 500-foot radius of the event area.

We appreciate your understanding and cooperation as we host this community event. If you have questions or concerns, please contact:

Kelly Johnson

414.253.6128

[kelly@kjfwi.org](mailto:kelly@kjfwi.org)

Additional event details can be found by visiting our website:

<https://www.kjfwi.org/events/laborday5k/>

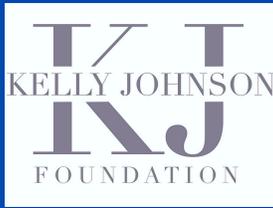
Thank you for your support.

Sincerely,

Kelly Johnson Foundation

Event Organizer





**Kelly Johnson  
Foundation**

**Thank you!**

## **Contact**

**Phone**      414.253.6128

**Website**    [www.kjfw.org](http://www.kjfw.org)

**Email**        [info@kjfw.org](mailto:info@kjfw.org)



**PLAN COMMISSION MEETING MINUTES**  
**Monday, March 2, 2026 \* 7:00 PM \* Court Room**  
13600 Juneau Boulevard, Elm Grove, WI 53122

3/2/2026 - Minutes

**1. Roll Call.**

President Koleski called the meeting to order at 6:00 p.m.

**Present:**

- Jim Koleski, Village President
- Lisa Becker
- Gina Peter
- Pat Cashin

**Absent:**

- Jennifer Stuckert, Trustee
- Rick Fronberry
- Jan Termuehlen

**Also in attendance:**

- Tom Harrigan, Village Manager
- Ethan Sowl, Assistant Village Manager
- Hector de la Mora, Village Attorney

**2. Review and act on meeting minutes dated January 5, 2026**

Ms. Peter made a motion to approve the meeting minutes. Mr. Cashin seconded. Motion passed 4-0.

**3. Review and act on meeting minutes dated February 2, 2026**

Ms. Peter made a motion to approve the meeting minutes. Mr. Cashin seconded. Motion passed 4-0.

**4. Review of Short-Term Rental Conditional Use Permit for Zaha Properties The Groves LLC, 545 Elm Grove Rd Unit #2**

President Koleski asked if the operator of the short-term rental would like to come to the podium and provide an update on their rentals in 2025 and year-to-date 2026.

Jacob Zornow, operator, provided an update. The property has hosted a small handful of short-term rentals, emphasizing the target audience of mid- to long-term rentals (3 to 6-month category). Zornow expected the property to cater to traveling medical professionals; however, they have more so been supporting transplants from the Brookfield-Elm Grove area (snowbirds and the like).

President Koleski asked Assistant Village Manager / Zoning & Planning Administrator Sowl to go over the reporting requirements for the short-term rental. Sowl stated that the applicant has completed and provided all renewal paperwork, including the Wisconsin tourist rooming license and annual state inspection record.

**5. Review and act on a revised Plan of Operation for Elm Grove Burger, LLC (D/B/A Culver's), 15280 W Bluemound Rd, for a drive-thru expansion**

Assistant Village Manager / Zoning & Planning Administrator Sowl provided an overview of the amended plan of operation. Culver's is requesting to convert their single land drive-thru to a double-land drive-thru. The proposed work includes slight curb and gutter modifications, pavement restoration, and the addition of menu boards and other drive-thru signage. The proposed improvements will reduce the number of parking spaces from 85 to 71, a 14-space reduction. However, the property will still be above the 51-space minimum for Culver's alone.

Anthony Graziano of Kimley-Horn (Civil Engineering Consultant), representing Elm Grove Burger, LLC, was in attendance. Graziano stated that Culver's desires to expand their drive-thru similar to many other locations throughout the country in an effort to reduce traffic congestion before the order point.

President Koleski asked if neighboring properties have been notified to ensure there are no operational concerns. Sowl stated that neighboring properties have not been notified as it is not required for an amended plan of operation.

President Koleski asked Graziano to provide an overview of all lighting being proposed and if the existing menu board will be converted to digital as well. Graziano stated that there will be minimal to no impact from a light emission standpoint of the new menu boards and confirmed that the existing menu board will be replaced as part of the project scope.

President Koleski asked Sowl to over any public safety concerns with the proposed improvements. Sowl stated that Police Chief Hennen and EMS Service Director Wadell had no concerns with the project scope. Fire Chief Brian Naylor confirmed that the fire apparatus will fit through behind the building with the addition of a second drive-thru lane. Sheet C 3.0 identifies a width of 11.5' between the drive-thru lane and curb; the fire apparatus has a width of 9' inclusive of side lights and handrails. Chief Naylor also commented that, in the event of an emergency, entry would be from the east or west side. Graziano also stated that there will not be a clearance bar in the bypass lane, which is where the fire engine would traverse around the drive thru.

President Koleski asked how snow removal will be handled. Graziano stated he is unaware of a snow removal plan but will get this information.

Ms. Becker asked if there are concerns of the drive thru backing up and blocking egress to Bluemound Rd. Graziano stated that the second lane should reduce drive thru backups and allow better flow of traffic through the parking lot.

Mr. Cashin asked if the digital menu boards would turn off after Culver's closes. Graziano stated that they should turn off when the restaurant closes but can confirm. Sowl confirmed via the electrical plan that the menu boards can be turned on/off at dawn/dusk.

Attorney de la Mora asked how they can be sure 25 employees is the maximum number per work shift. Graziano stated that 25 employees is an absolute maximum and that it is rare that all 25 employees drive vehicles and park on the premises. Graziano stated that a portion of employees are high schoolers that get dropped off to work their shifts. Graziano stated that the estimated maximum of employee vehicles parked per shift is 15. President Koleski asked what kind of parking arrangement exists with the other tenants in the building. Graziano stated that all tenants share the parking lot.

Attorney de la Mora asked if Culver's has completed any studies on how far the sound from the menu boards carries. Graziano was unaware if any studies have been completed.

Manager Harrigan stated that, given the number of open questions that need to be answered, the Commission may table the request to a future meeting. At such future meeting, the applicant shall provide additional detail on

snow removal, lighting, audio, clarification on employee parking. The Village will notify adjoining property owners by mailing letters.

President Koleski asked if the Building Board needs to approve of the project scope. Sowl stated that the Building Board does not need to review the project. Only signs that are intended to be viewed from any public roadway or area need to be reviewed by the Board.

President Koleski stated that the Commission is not trying to stand in the way of the project but is rather trying to alleviate any concerns from surrounding properties and unexpected consequences on site. Ms. Peter stated that overall, this is a good project with a good intent. However, before approving the Commission will need answers to the open questions.

**Mr. Cashin made a motion to table the amended plan of operation. Ms. Becker seconded. Motion passed 4-0.**

6. **Review and act on Ordinance 2026-05 to rezone an approximate 3.44-acre site at 800 Wall Street (Tax Key 1105997) to the Rm-3 Multiple-Family Residential District from the I-1 Institutional District, consistent with recent amendments to the Zoning Ordinance establishing the Rm-3 District as the appropriate district for the existing community-based residential facility (CBRF) and residential care apartment complex (RCAC) use.**

Assistant Village Manager / Zoning & Planning Administrator Sowl stated that this ordinance proposes to rezone the Heritage Elm Grove Senior Living Facility (The Heritage) from the I-1 District to the Rm-3 District. The Rm-3 District was established via Ordinance 2026-02 on February 24, 2026. Ordinance 2026-01, approved on the same date, amended the I-1 Ordinance removing CBRFs and RCACs from the District. Approval of this Ordinance would ensure that the Heritage is a permitted use, albeit in its own district.

President Koleski asked if notices have been mailed to all impacted properties. Sowl stated that all required properties within a 300-foot radius have been noticed.

**Ms. Peter made a motion to approve the ordinance. Ms. Becker seconded. Motion passed 4-0.**

7. **Other Business.**

Assistant Village Manager / Zoning & Planning Administrator Sowl stated that staff will be meeting with Vandewalle & Associates to begin planning for the Comprehensive and Downtown Master Plan in April.

8. **Adjournment.**

Mr. Cashin made a motion to adjourn. Ms. Peter seconded. Motion passed 4-0. Meeting adjourned at 6:45 p.m.

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**STATE OF WISCONSIN                      WAUKESHA COUNTY                      VILLAGE OF ELM GROVE**

**ORDINANCE 2026-05**

**THE VILLAGE OF ELM GROVE CODE OF ORDINANCES**

**Review and act on Ordinance 2026-05 to rezone an approximate 3.44-acre site at 800 Wall Street (Tax Key 1105997) to the Rm-3 Multiple-Family Residential District from the I-1 Institutional District, consistent with recent amendments to the Zoning Ordinance establishing the Rm-3 District as the appropriate district for the existing community-based residential facility (CBRF) and residential care apartment complex (RCAC) use**

THE VILLAGE BOARD OF THE VILLAGE OF ELM GROVE DO ORDAIN AS FOLLOWS:

**Section 1:**

WHEREAS, The Board of Trustees approved Ordinances 2026-01 and 2026-02 on February 24, 2026; and,

WHEREAS, Ordinance 2026-01 established the Rm-3 Multiple-Family Residential District to accommodate community-based residential facilities (CBRFs) and residential care apartment complexes (RCACs), as defined in Wis. Stat. ch. 50, as permitted uses, providing supervised residential care, supportive services, or assisted living for eligible residents; and,

WHEREAS, Ordinance 2026-02 amended the I-1 Institutional District to remove CBRFs and RCACs as a conditional use; and,

WHEREAS, the property at 800 Wall Street, owned by ELM GROVE ALF, LLC, is currently zoned I-1 Institutional and has residential units that meet the definition of a CBRF or RCAC; and,

WHEREAS, to ensure the property’s use as a CBRF and RCAC facility is permitted by the Village’s Zoning Ordinance, the Board of Trustees desire to rezone the property to Rm-3 Multiple-Family Residential; and,

WHEREAS, the proposed rezoning is consistent with the goals, objectives, policies, programs, and initiatives of the Board of Trustees; and,

WHEREAS, the property owner, ELM GROVE ALF, LLC, and properties within 100 feet of 800 Wall Street, were notified of a public hearing before the Board of Trustees to be held on this ordinance on March 24, 2026; and,

WHEREAS, the Plan Commission considered the ordinance to rezone the property at 800 Wall Street at its meeting held on March 2, 2026; and,

WHEREAS, a public hearing was held before the Board of Trustees on March 24, 2026;

NOW, THEREFORE, the Board of Trustees of the Village of Elm Grove do ordain as follows:

Land described as the following:

PARCEL 1 CERT SURV 5703 VOL 46/187 REC AS DOC# 1513698 PT NW1/4 & NE1/4 & SE1/4 SEC 25 T7N R20E  
:: DOC# 3963363 & DOC# 4185891

52 All said lands lying and being in the Village of Elm Grove, County of Waukesha, State of Wisconsin.

53

54 Is hereby rezoned from the I-1 Institutional District to the Rm-3 Multiple-Family Residential District.

55

56 **Section 2:** This ordinance shall take effect and be in full force from and after its passage and publication by  
57 posting.

58 Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

59

60 VILLAGE OF ELM GROVE

61

62

63 By: \_\_\_\_\_

64 Jim Koleski, Village President

65 ATTEST:

66 \_\_\_\_\_

67 Crystal Turner, Village Clerk/Deputy Treasurer



**PUBLIC WORKS/UTILITIES (PWUC) COMMITTEE  
REGULAR MEETING MINUTES  
Monday, March 9<sup>th</sup>, 2026 5:30 pm, Parkview Room**

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**1. Roll call**

The Public Works Utilities Committee meeting was called to order on Monday, March 9th, 2026, at 5:32 PM by Mr. Schindler.

Present: Mr. Schindler, Mr. Koleski (via Zoom), Mr. Eull, Ms. Schneider, Mr. Zwirlein, Mr. Harley and Mr. Olson

Absent: Mr. Harley

Also Present: Mr. Harrigan & Mr. Paul, Mr. Travis Brush of KL Engineering and some, Ms. F residents whom reside adjacent to the Highland Pathway project.

**2. Review and act on minutes from January 12th, 2026 Meeting**

Motion to approve the minutes as amended with minor edits was made by Mr. Olson, seconded by Mr. Zwirlein, and passed unanimously.

**4. Review and act on request by John Kannal, 1045 Highland Dr, for a consideration of a modification to the Highland Drive Pathway plans as it relates to his driveway access and safety concerns.**

Mr. Olson motioned to move item 4 to item 3. Seconded by Mr. Zwirlein, passed unanimously.

Mr. Kannal of 1045 Highland Dr. requested that the committee consider modification in the pathway plans to accommodate his concerns for safe navigation out of his driveway by allowing him to keep his turnaround area available to him either in concrete as is or in asphalt.

Mr. Brush and Village staff have conducted multiple meetings with Mr. Kannal over the last month. The conflict on the Village's behalf is also in consideration of the safety of pathway users.

Although the committee understood Mr. Kannal's concerns, the fact that he still has an area on his property in that general area, and the fact that he would be able to utilize that area as his turnaround, the committee decided to maintain the plans as they stand and uphold the 90% plans to make way to finalize them for bidding.

Motion by Ms. Schneider, seconded by Mr. Olson and passed unanimously.

**5. Review and possible action on Intergovernmental Cooperative Agreement (ICA) with MMSD for tree planting**

Mr. Olson motioned to move item 5 to item 4. Seconded by Mr. Eull, passed unanimously.

The committee reviewed the draft Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the Village of Elm Grove to enter into

an agreement to plant 900 trees in Village Park at no upfront cost to the Village. An 11-year conservation easement and maintenance responsibilities as it relates to watering is what will be required by the Village.

Ms. Freischberger of MMSD, explained that through its Reforestation and Wetland Restoration Program, the District seeks to plant six million trees and restore 4,000 acres of wetlands to help manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration. Ms. Freischberger explained the details of the program, how it would be spearheaded by Nicci Sternitzky of the Beautification committee and that although there is hope all of the trees will be successful, they understand that attrition is a reality and that as long as the Village makes its best efforts, it will be a successful program and a way to reforest an area of the park that was decimated years earlier by Emerald Ash Borer.

The committee asked its questions relative to the conservation easements and wanted to ensure the Village Forester was involved with review of the species list. Mr. Harrigan did inform the committee that the agreement would be further reviewed by the Village Attorney.

Mr. Eull recommended approval of the ICA to the Board of Trustees, seconded by Mr. Zwirlein and passed unanimously.

### **3. Update and review of 90% plans for Highland Dr Pathway Project 2026**

Mr. Travis Brush of KL Engineering presented the 90% pathway plans. Included in the packet are the 90% plans, updated estimate and a plan narrative.

Thus far Mr. Brush and Village Staff have completed numerous site visits with residents along the project with a couple more to finish up early this week. MMSD has confirmed that this project can proceed and they will work with the Village on future projects.

Items in the discussion included the easement at 1255 Highland Dr, retaining wall details and modifications including a discussion on the inclusion of a small split rail fence on a section of retaining wall, utility coordination, traffic control, crossing at Juneau Blvd and status of coordination with the railroad near the track crossing at Watertown Plank Rd.

The comments from the committee will be included in the finalized design and ready for advertisement on Friday, March 20<sup>th</sup>, 2026 with a bid let date of Thursday, April 9<sup>th</sup>, 2026.

The construction start date is anticipated to being in June with a substantial completion date of September 4<sup>th</sup>, 2026.

### **6. Review and possible action on ordinance revisions as the relate to CH 325 Water Control**

After a review of ordinance revision by the Legislative Committee, the draft changes came back to Public Works Utilities for final approval and recommendation to the Board.

The changes are to align with the NR151 Construction Site Performance Standards under DNR Code Run Off Management. This revision was to codify current practices that are already underway and will not add any additional workload or any additional burden on homeowners.

Motion to accept and recommend revisions be adopted to Chapter 325 Water Control to the Board of Trustees was made by Mr. Olson, seconded by Mr. Eull, and passed unanimously.

## **7. Update on Public Works Projects**

Mr. Paul is working with Dan Erickson, City Engineer of Brookfield, to possibly include a 225-foot segment of Cloverhill Rd located in the City of Brookfield that connects the Village Limits with North Ave. The intent is to include this segment in the pave bid to provide a consistent transition of roadway while equipment is mobilized for work in the Village. If the City decides to move forward, the Village will draft an agreement that will require the City of Brookfield pay for work done in their jurisdiction based upon the awarded unit bid prices.

## **8. Other Business**

Mr. Harrigan informed the committee that staff and Mr. Petersen conducted a site visit at the Park and Shop to review details required to develop a bid for moving the sign. The Village will hold the contract for the relocation of this sign.

Mr. Harrigan informed the committee that the daylighting project is moving forward with some meetings on site with Stantec, Village Staff and utility representatives focusing on utility coordination with a majority of the focus on transformer and power pole relocation as well as working with the logistics of the communication and cable contractors in tandem with CW Purpero to install the box culverts near the DPW entrance.

Solar Lighting Project has been put on hold at the moment for Village Hall to focus on the larger project bidding and coordination.

Mr. Paul has been working with Ruekert-Mielke on a number of neighborhood drainage reviews, one of which is Ridgemoor Dr. The details of that review should be available within the next week or so, at which time staff will review and follow up with the residents.

## **9. Adjourn**

Motion to adjourn was made by Mr. Olson, seconded by Mr. Zwirlein, and passed unanimously. Adjourned 7:22 pm.

## **Agreement for Stormwater Trees at 13600 Juneau Boulevard**

This agreement is between the Milwaukee Metropolitan Sewerage District (the “District”) and the Village of Elm Grove (the “Village”), effective as of the date signed by the District and the Village.

The District is responsible for managing wastewater and stormwater within its service area and employs natural flood infrastructure, including trees, to strengthen the ecological processes that prevent stormwater from overwhelming surface waters and sewerage systems.

Through its Reforestation and Wetland Restoration Program, the District seeks to plant six million trees and restore 4,000 acres of wetlands.

Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration.

Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system and the amount of pollution discharged to surface waters.

The District provides wastewater service to the Village, and the Underwood Creek carries surface water from the Village to the Menomonee River in the District’s service area.

The Village has an ad hoc Beautification Committee whose goals align with District objectives for stormwater management and owns property at 13600 Juneau Boulevard (“Village Park”).

Pursuant to Wis. Stat. § 66.0301, the District and the Village therefore agree as follows.

### **1. District Responsibilities**

- A. The District shall develop a tree planting plan acceptable to the Village for Village Park to include 400-600 trees within the planting area identified in Exhibit A.
- B. The District shall communicate with the Village regarding this agreement via the contact persons identified below.
- C. The District shall pay for all trees and deer protection materials and pay for and manage delivery of all items according to the tree planting plan.
- D. The District shall manage the vendor contract for tree and deer protection procurement and delivery.
- E. The District shall draft and execute an 11-year maintenance covenant or an 11-year limited term conservation easement substantially in the form of Exhibit B.

### **2. Village Responsibilities**

- A. The Village shall provide feedback to the District and to the Southeastern Wisconsin Regional Planning Commission on the tree planting plan and approve a final design.

- B. The Village shall provide any required permits for planting trees on the property at no cost to the District.
- C. The Village shall prepare the planting areas for tree planting. The Village shall arrange for Diggers Hotline to mark the planting areas in advance of planting.
- D. The Village shall install the trees and deer protection on or before December 31, 2028.
- E. The Village shall execute an 11-year maintenance covenant or an 11-year limited term conservation easement if required by the District.
- F. The Village shall water and maintain the trees in good health for at least 11 years after planting.

**3. Contact Information**

The parties shall contact each other through the following points of contact.

<p>Jamie Ferschinger, Senior Project Planner          Milwaukee Metropolitan Sewerage District          260 West Seeboth Street          Milwaukee, Wisconsin 53204          jferschinger@mmsd.com          (414) 225-2052</p>	<p>Tom Harrigan, Village Manager          Village of Elm Grove          13600 Juneau Boulevard          Elm Grove, Wisconsin 53122</p> <p>Richard Paul, Jr., Director of Public Works          Village of Elm Grove          13600 Juneau Boulevard          Elm Grove, Wisconsin 53122</p>
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**4. Modifying this Agreement**

The parties may modify this agreement only in a writing signed by the District and the Village.

**5. Terminating this Agreement**

Any party to this agreement may terminate it at any time by providing written notice to the other party indicating the effective date of the termination and the reasons for the termination.

**6. Severability**

If a court of competent jurisdiction holds any part of this agreement unenforceable, the remainder of the agreement will continue in effect.

**7. Governing Law**

The laws of Wisconsin govern any dispute arising under or related to this agreement.

**8. Conflicts of Interest**

No officer, employee, or agent of either party to this agreement who has any responsibility for implementing this agreement may have any interest in any consultant, contractor, or vendor providing anything for the project pursuant to this agreement.

**9. Resolving Disputes**

If a dispute arises under this agreement, the parties will first try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, except that each party will be responsible for its own attorney fees. If the dispute is not resolved within 30 days after the mediation session, any party to this agreement may take the matter to court.

**10. Liability**

The parties will be liable for their own negligent acts, errors, and omissions. Nothing in this agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

**11. Independence of the Parties**

This agreement does not create a partnership, and neither party may enter into contracts on behalf of another party.

**12. Counterparts**

This agreement may be signed in one or more counterparts, each of which, taken together, constitutes one and the same document.

**13. Signature Authority**

The persons signing this agreement certify that they have the authority from the entity they represent to execute this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

**VILLAGE OF ELM GROVE**

By: \_\_\_\_\_  
Kevin Shafer, P.E.  
Executive Director

By: \_\_\_\_\_  
Tom Harrigan  
Village Manager

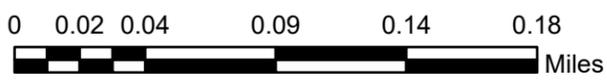
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Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Attorney for the District

# Elm Grove - Village Park Tree Planting Areas



Parcel\_Poly\_11\_21\_2024  
Interceptor Sewer

### Tree Plantings

#### Description

- Floodplain Forest - 8.5 acres
- Dimension

DOCUMENT NO.

**LIMITED TERM  
CONSERVATION  
EASEMENT AGREEMENT  
FOR GREEN  
INFRASTRUCTURE**

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE (“Easement Agreement”) is granted as of the date of signature by \_\_\_\_\_ (“Landowner”) to the Milwaukee Metropolitan Sewerage District (“Easement Holder”).

**RECITALS**

**A. Property.** The Landowner is the sole owner of certain property located in Milwaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the “Property”) having an address at \_\_\_\_\_.

This Limited Term Conservation Easement Agreement applies only to certain areas of the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (“Green Infrastructure”). Exhibit C shows the area within the Property that is subject to this Limited Term Conservation Easement.

**B. Conservation Values.** In its present state, the Easement Area has Conservation Value because it has the following features:

(DESCRIBE GREEN INFRASTRUCTURE)

**C. Baseline Documentation.** The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (“Baseline Report” [or “Budget Book”]), which is on file at the office of the Easement Holder and incorporated into this Easement Agreement by reference. This Baseline Report [Budget Book] consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Easement Area at the time of the conveyance of the Easement described herein and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement Agreement.

**Recording Area**

Name and Return Address:

Milwaukee Metropolitan  
Sewerage District  
Attention: Beth Smit  
260 West Seeboth Street  
Milwaukee, Wisconsin 53204

Parcel Identification Number:

**D. Public Policies.** The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic, and open space values of real property; assure its availability for agriculture, forestry, recreation, or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

**E. Qualified Organization.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

**F. Conservation Intent.** The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of XX years. The Landowner intends to place restrictions on the use of the Easement Area to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

**G. Funding Provided by Easement Holder.** The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure within the Easement Area. The Landowner acknowledges the receipt and sufficiency of the funding.

#### GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder an Easement over the Easement Area (“Easement”) for a period of (NOT LESS THAN 10) years on the Property. This Easement consists of the following terms, rights, and restrictions:

**1. Purpose.** The purpose of this Limited Term Conservation Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed within the Easement Area, with a total area of \_\_\_\_\_.

**2. Effective Dates.** This Limited Term Conservation Easement is deemed effective as of \_\_\_\_\_ and terminates on \_\_\_\_\_.

**3. Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder’s expense.

**4. Operation and Maintenance.** The Landowner will operate and maintain the Green Infrastructure located in the Easement Area so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.

**5. Additional Reserved Rights of the Landowner.** The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by this Easement

Agreement or inconsistent with the purpose of this Easement Agreement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Easement Area.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions:

5.1 The encumbrance or conveyance is subject to the terms of this Easement Agreement.

5.2 The Landowner incorporates the terms of this Easement Agreement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Easement Area.

5.3 The Landowner notifies the Easement Holder of any conveyance in writing within 15 days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement Agreement or limit its enforceability in any way.

**6. Easement Holders Rights and Remedies.** To accomplish the purpose of this Easement Agreement, the Landowner expressly conveys to the Easement Holder an Easement over the Easement Area consisting of the following rights and remedies.

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Easement Area.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Easement Area that is inconsistent with the purpose of this Easement Agreement and to require the restoration of areas or features of the Easement Area that are damaged by any inconsistent activity or use pursuant to the remedies set forth below.

6.3 Enter the Easement Area. The Easement Holder has the right to enter the Easement Area to inspect it and monitor compliance with the terms of this Easement Agreement, obtain evidence for use in seeking judicial or other enforcement of this Easement Agreement, and otherwise exercise its rights under this Easement Agreement. The Easement Holder will provide prior notice to the Landowner before entering the Easement Area, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's activities.

**7. Remedies for Violations.** The Easement Holder has the right to enforce the terms of this Easement Agreement and prevent or remedy violations through appropriate legal proceedings.

7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively with Landowner. The Easement Holder will notify the Landowner of the

problems and request remedial action within a reasonable time.

7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement Agreement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation to Landowner and allow the Landowner at least 30 days to correct the violation. If the Landowner fails to respond or fails to properly correct the violation or threatened violation, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Easement Area or if good faith efforts to notify the Landowner are unsuccessful.

7.3 Remedies. When enforcing this Easement Agreement, the remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of this Easement Agreement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement Agreement, specific performance or declaratory relief, and recovery of actual damages incurred by Easement Holder resulting from a violation of this Easement Agreement or injury to any of the Conservation Values of the Easement Area.

7.4 Enforcement Delays. A delay or prior inability of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right of the Easement Holder to take any action necessary to assure compliance with the terms of this Easement Agreement.

7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches or estoppel as related to this Easement Agreement.

7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement Agreement.

## **8. General Provisions.**

8.1 Amendment. The Landowner and the Easement Holder may amend this Easement Agreement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Easement Area is located, provided that no amendment shall be allowed if, in the reasonable judgment of the Easement Holder, it:

- a. Seeks to diminish the Conservation Values of the Easement Area,
- b. Would be inconsistent with the purpose of the Easement,

c. Would affect the duration of the Easement, or

d. Would affect the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement Agreement to a unit of federal, state, or local government or to an organization that is qualified within the meaning of 26 U.S.C. § 170(h)(3) and in the related regulations or any successor provisions then applicable and is qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement Agreement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least 30 days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Headings. The headings in this Easement Agreement have been inserted solely for convenience of reference and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement Agreement. Ambiguities in this Easement Agreement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and the Easement Holder may execute this Easement Agreement in two or more counterparts which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and the Easement Holder with respect to this Easement Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, other than Green Infrastructure Partnership Program Funding Agreement G98004P91 and Green Solutions Funding Agreement G98005P132 all of which are merged into this Easement Agreement.

8.7 Extinguishment. This Easement Agreement may be terminated or extinguished before the expiration of its term, whether in whole or in part, by the exercise of the power of eminent domain or purchase in lieu of condemnation that takes all or part of the Property or by agreement between the Landowner and the Easement Holder that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

8.8 Joint Obligation. The obligations imposed by this Easement Agreement upon the Landowner are joint and several.

8.9 Ownership Responsibilities, Costs, and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property including, but not limited to, the following:

a. *Operation, upkeep, and maintenance.* The Landowner is responsible for the operation, upkeep, and maintenance of the Property.

b. *Control.* In the absence of a judicial decree, nothing in this Easement Agreement establishes any right or ability in the Easement Holder to:

(i) Exercise physical or managerial control over the day-to-day operations of the Property;

(ii) Become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or

(iii) Otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of real property.

c. *Permits.* The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement Agreement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state, and local laws, regulations, and requirements.

d. *Indemnification.* The Landowner releases and will hold harmless and indemnify the Easement Holder from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions including, without limitation, reasonable attorneys’ fees, arising from:

(i) The Landowner’s violation or alleged violation of, or other failure to comply with, any state, federal, or local law or regulation pertaining to management of the Property including, without limitation, CERCLA;

(iii) The presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful to human health or the environment, unless and to the extent caused solely by the Easement Holder.

e. *Taxes.* The Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority

(collectively “Taxes”), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.10 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.11 Severability. If any provision or specific application of this Easement Agreement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement Agreement shall remain valid and binding.

8.12 Successors. This Easement Agreement is binding upon, and inures to the benefit of, the Landowner and the Easement Holder and their respective successors and assigns, and shall continue as a servitude running with the Property for the term of this Easement Agreement.

8.13 Warranties and Representations. The Landowner warrants and represents to the best of its knowledge that:

- a. The Landowner and the Property comply with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way negatively affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands, or orders; and
- c. The person signing this Easement has authority to grant this Easement to the Easement Holder.

**GRANT OF INTEREST TO EASEMENT HOLDER**

As (TITLE/POSITION), I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name  
Title

**STATE OF WISCONSIN, MILWAUKEE COUNTY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the person known as (NAME), came before me and executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

**ACCEPTANCE OF EASEMENT HOLDER’S INTEREST**

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Kevin L. Shafer, P.E.  
Executive Director

**STATE OF WISCONSIN, MILWAUKEE COUNTY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the person known as Kevin L. Shafer  
came before me and executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_.

Approved as to Form: \_\_\_\_\_

Vincent R. Bauer  
Attorney for the District

ATTACHMENTS

- EXHIBIT A Description of Property
- EXHIBIT B Location of Property
- EXHIBIT C Location of Easement Area

EXHIBIT A  
**DESCRIPTION OF PROPERTY**

**Address:**

**Tax Number:**

**Legal Description:**

Exhibit B

EXHIBIT B  
**LOCATION OF PROPERTY**

Exhibit B

EXHIBIT C  
**LOCATION OF EASEMENT AREA**

# Memo



To: Legislative Committee  
From: Tom Harrigan, Village Manager  
Date: February 11, 2026  
Re: Review of Meeting Items for February 12, 2026

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### **3. Review and possible action on amendments to Village Code of Ordinances Chapter 325 *Water Control*.**

At its February 9<sup>th</sup> meeting, the Public Works and Utilities Committee referred the proposed amendments to Chapter 325, *Water Control*, to the Legislative Committee for review and action. If the Legislative Committee is satisfied with the structure and form of the amendments, they shall be returned to the Public Works and Utilities Committee for final review before being recommended to the Village Board of Trustees for approval.

Below is an outline of the proposed amendments to Village of Elm Grove Ordinance Chapter 325 – *Water Control*, based on the redlined MS4 compliance revisions contained within your meeting materials.

The MS4 permit (Municipal Separate Storm Sewer System permit) is a federal and state regulatory requirement under the Clean Water Act, administered in Wisconsin by the Department of Natural Resources, that governs how municipalities manage stormwater runoff discharged from public storm sewer systems to rivers, lakes, wetlands, and groundwater. Because the Village of Elm Grove owns and operates a municipal storm sewer system within a regulated urbanized area, it must comply with MS4 permit conditions by implementing programs such as construction-site erosion control, post-construction stormwater management, pollution prevention, and public education, all intended to reduce pollutants in runoff to the maximum extent practicable and protect water quality; the proposed amendments to Chapter 325 are designed to ensure the Village remains in compliance with these regulatory obligations and maintains local authority to manage stormwater impacts.

#### **Summary of Proposed Amendments Village of Elm Grove – Chapter 325: *Water Control***

##### **I. Purpose of the Amendments**

The proposed revisions to Chapter 325 are intended to:

- Ensure continued compliance with Wisconsin Department of Natural Resources (WDNR) MS4 stormwater regulations and associated technical standards.
- Strengthen local authority to regulate construction-site erosion, post-construction stormwater management, and surface drainage impacts.

- Protect waters of the state, groundwater quality, drainage infrastructure, and public safety from sediment, pollutants, and unmanaged runoff.
- Modernize ordinance language, definitions, and performance standards to reflect current engineering practice and regulatory expectations.

These amendments collectively reinforce the Village’s responsibility to prevent erosion, sediment discharge, pollutant loading, and excessive runoff associated with land disturbance and development.

## **II. Structural Organization of Chapter 325**

Chapter 325 remains organized into three regulatory articles:

1. Article I – Construction Site Erosion and Sediment Control
2. Article II – Surface Drainage Management
3. Article III – Stormwater Management (Post-Construction Runoff)

Each article is revised to align with WDNR administrative code requirements and MS4 permit obligations.

## **III. Key Amendments by Article**

### **A. Article I – Construction Site Erosion and Sediment Control**

Primary Updates

- Clarifies applicability to land-disturbing construction activity and expands Village authority where runoff threatens drainage capacity, causes erosion, or increases pollution.
- Updates definitions, BMP standards, and technical references consistent with NR 151 and modern soil-loss prediction tools.
- Establishes detailed erosion and sediment control performance standards for sites  $\geq 1$  acre, including:
  - Prevention of sediment discharge to streets, inlets, waterways, and drainageways.
  - Sediment load limitation of 5 tons per acre per year (or maximum extent practicable).
  - Mandatory stabilization timelines and inspection requirements.
- Formalizes permitting procedures, surety requirements, inspection authority, enforcement mechanisms, and appeals process.

These provisions strengthen regulatory oversight of construction-related erosion and pollutant discharge.

### **B. Article II – Surface Drainage Management**

Primary Updates

- Reaffirms Village authority over drains, culverts, and drainage structures affecting public health, safety, and welfare.
- Requires permits for obstruction, alteration, or installation of drainage structures.
- Establishes:
  - Application requirements and nominal permit fee.
  - Enforcement procedures, appeal rights, and penalties.
  - Village authority for emergency removal of obstructions and cost recovery through special charge.

These revisions preserve existing drainage protections while clarifying enforcement and recovery mechanisms.

### **C. Article III – Stormwater Management (Post-Construction)**

## Primary Updates

This article contains the most substantial regulatory modernization, including:

### 1. Expanded Purpose and Applicability

- Recognizes impacts of uncontrolled runoff on stream stability, groundwater, wetlands, pollutant loading, and public infrastructure.
- Applies to post-construction sites disturbing  $\geq 1$  acre or smaller sites with significant runoff impact.

### 2. Updated Definitions and Technical Framework

- Incorporates modern hydrologic terminology (e.g., connected imperviousness, Atlas 14 rainfall, infiltration systems, TMDL, protective areas).
- Aligns modeling and design with NR 151, TR-55, Atlas 14, and MMSD guidance.

### 3. Water Quality Performance Standards

- Requires BMPs to achieve:
  - 80 % TSS reduction for new development.
  - Reduced standards for redevelopment or infill, subject to maximum extent practicable.
  - Phosphorus reduction targets and pollutant-control tables.

### 4. Peak Runoff and Flood-Control Requirements

- Mandates maintenance or reduction of 1-year and 2-year storm peak discharges to pre-development levels.
- Establishes runoff-release-rate limits and watershed-based analysis requirements consistent with **MMSD modeling and approval**.

### 5. Infiltration and Groundwater Protection Standards

- Requires infiltration to 90 %, 75 %, or 60 % of pre-development volume depending on imperviousness.
- Defines pretreatment, exclusions, exemptions, and groundwater protection criteria.

### 6. Protective Area and Environmental Buffer Requirements

- Establishes buffer widths for streams, lakes, wetlands, and resource waters (10–75 feet depending on sensitivity).
- Restricts impervious surfaces and requires vegetative stabilization within protective areas.

### 7. Long-Term Maintenance and Enforcement

- Requires stormwater management plans, maintenance agreements, and corrective action authority.
- Authorizes Village enforcement where systems are not constructed or maintained as approved.

## IV. Overall Regulatory Impact

Collectively, the amendments:

- Bring Chapter 325 into full MS4 regulatory alignment.
- Increase engineering rigor, environmental protection, and enforceability.
- Clarify developer responsibilities and Village oversight authority.
- Reduce long-term flooding, erosion, infrastructure damage, and pollutant loading.

These changes position the Village to maintain WDNR compliance and protect public infrastructure and water resources.

Please reach out with any questions prior to the meeting.

STATE OF WISCONSIN      WAUKESHA COUNTY      VILLAGE OF ELM GROVE

ORDINANCE 2026-06

THE VILLAGE OF ELM GROVE CODE OF ORDINANCES  
ORDINANCE REVISIONS FOR MS4 COMPLIANCE

THE VILLAGE BOARD OF THE VILLAGE OF ELM GROVE DO ORDAIN AS FOLLOWS:

**Section 1:**

**Chapter 325. Water Control**

[HISTORY: Adopted by the Village Board of the Village of Elm Grove as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Building construction — See Ch. [106](#).

Plumbing — See Ch. [212](#).

Sewers — See Ch. [232](#).

Land division — See Ch. [305](#).

**Article I. Construction Site Erosion and Sediment Control**

[Adopted 8-10-1987]

**§ 325-1. Intent.**

The intent of this article is to require erosion control practices that will reduce the amount of sediment and other pollutants leaving construction sites during land development or land disturbance activities. This article applies to all land disturbing construction activities.

**§ 325-2. Statutory authority.**

This article is adopted under the authority granted by § 61.354, Wis. Stats.

**§ 325-3. Findings and purpose.**

**A.**

Findings. The Village of Elm Grove finds that runoff from construction sites carries a significant amount of sediment and other pollutants to the waters of the state and this Village.

**B.**

Purpose. It is the purpose of this ordinance to maintain safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve

ground cover and scenic beauty; and promote sound economic growth by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the Village.

**§ 325-4. Applicability.**

This article applies to land disturbing and land developing activities on lands within the boundaries and jurisdiction of the Village. All state-funded or state-conducted construction is exempt from this article.

(a) Except as provided under par. (b), this ordinance applies to any construction site as defined in S. 325-5.

(b) This ordinance does not apply to the following:

1. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.
2. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
3. Nonpoint discharges from agricultural facilities and practices.
4. Nonpoint discharges from silviculture activities.
5. Routine maintenance for project sites that have less than 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

(c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to construction sites of any size that, as determined by the Village, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or transporting of particulate.

**§ 325-5. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**ADMINISTERING AUTHORITY**

A governmental employee or a regional planning commission empowered under s. 62.234, Wis. Stats. that is designated by the Village to administer this ordinance.

**AGRICULTURAL FACILITIES AND PRACTICES** – has the meaning in s. 281.16 (1), Wis. Stats.

**BEST MANAGEMENT PRACTICE OR BMP** – Structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

### COMMERCIAL LAND USE

Use of land for the retail or wholesale sale of goods or services.

CONSTRUCTION SITE – An area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.

### DESIGN STORM

A hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.

### EROSION

The detachment and movement of soil, sediment or rock fragments by water, wind, ice or gravity.

EROSION AND SEDIMENT CONTROL PLAN – A comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.

FINAL STABILIZATION – All land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.

### LAND DEVELOPING ACTIVITY

The construction of buildings, roads, parking lots, paved storage areas and similar facilities.

### LAND DISTURBING CONSTRUCTION ACTIVITY

Any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling, and grading activities.

LANDOWNER – Any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.

**PERFORMANCE STANDARD** – A narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

**PERMIT** – A written authorization made by the Village to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

**POLLUTANT** – has the meaning given in s. 283.01 (13), Wis. Stats.

**POLLUTION** – has the meaning given in s. 281.01 (10), Wis. Stats.

**RUNOFF**

Storm water or precipitation including rain, snow or ice melt, or similar water that moves on the land surface via sheet or channelized flow.

**SILVICULTURE ACTIVITY** – Activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

**SITE**

The entire area included in the legal description of the land on which the land disturbing or land development activity is proposed in the permit application.

**TECHNICAL STANDARD** – A document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

**TRANSPORTATION FACILITY** – A highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under s. 85.095 (1)(b), Wis. Stats. Transportation facility does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 281.33, Wis. Stats.

**WATERS OF THE STATE** – includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

**§ 325-6 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.**

Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the Village's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection

of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

### § 325-7. Technical Standards

All BMPs required for compliance with this ordinance shall meet design criteria, standards and specifications based on any of the following:

- (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.
- (2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.
- (3) Technical standards and methods approved by the Village.

### § 325-8 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES OF ONE ACRE OR MORE.

- (1) RESPONSIBLE PARTY. The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with § 325-10.
- (2) EROSION AND SEDIMENT CONTROL PLAN. A written site-specific erosion and sediment control plan shall be developed in accordance with § 325-10 of this ordinance and implemented for each construction site.
- (3) EROSION AND OTHER POLLUTANT CONTROL REQUIREMENTS. The erosion and sediment control plan required under sub. (2) shall include the following:
  - (a) EROSION AND SEDIMENT CONTROL PRACTICES. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all the following:
    1. The deposition of soil from being tracked onto streets by vehicles.
    2. The discharge of sediment from disturbed areas into on-site storm water inlets.
    3. The discharge of sediment from disturbed areas into adjacent waters of the state.
    4. The discharge of sediment from drainage ways that flow off the site.
    5. The discharge of sediment by dewatering activities.
    6. The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
    7. The discharge of sediment from erosive flows at outlets and in downstream channels.
    8. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects

that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.

9. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.

(b) **SEDIMENT PERFORMANCE STANDARDS.** In addition to the erosion and sediment control practices under par. (a), the following erosion and sediment control practices shall be employed:

1. BMPs that, by design, discharge no more than 5 tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.

2. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.

3. Notwithstanding subd. 1., if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

(c) **PREVENTIVE MEASURES.** The erosion and sediment control plan shall incorporate all the following:

1. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.

2. Minimization of soil compaction and preservation of topsoil.

3. Minimization of land disturbing construction activity on slopes of 20 percent or more.

4. Development of spill prevention and response procedures.

(d) **LOCATION.** The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.

(4) **IMPLEMENTATION.** The BMPs used to comply with this section shall be implemented as follows:

(a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in S. § 325-8 (2).

(b) Erosion and sediment control practices shall be maintained until final stabilization.

(c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

(d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.

(e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

**§ 325-9 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.**

(1) PERMIT REQUIRED. No responsible party may commence a land disturbing construction activity subject to this ordinance without receiving prior approval of an erosion and sediment control plan for the site and a permit from the Village.

(2) PERMIT APPLICATION AND FEES. The responsible party that will undertake a land disturbing construction activity subject to this ordinance shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of § 325-10 and shall pay an application fee to the Village in the amount specified in § 325-11. By submitting an application, the applicant is authorizing the Village to enter the site to obtain information required for the review of the erosion and sediment control plan.

(3) PERMIT APPLICATION REVIEW AND APPROVAL. The Village shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

(a) Within thirty business days of the receipt of a complete permit application, as required by sub. (2), the Village shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this ordinance.

(b) If the permit application and erosion and sediment control plan are approved, the Village shall issue the permit.

(c) If the permit application or erosion and sediment control plan is disapproved, the Village shall state in writing the reasons for disapproval.

(d) The Village may request additional information from the applicant. If additional information is submitted, the Village shall have thirty business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.

(e) Failure by the Village to inform the permit applicant of a decision within thirty business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

(4) SURETY BOND. As a condition of approval and issuance of the permit, the Village may require the applicant to deposit a surety bond or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.

(5) PERMIT REQUIREMENTS. All permits shall require the responsible party to:

(a) Notify the Village within 48 hours of commencing any land disturbing construction activity.

- (b) Notify the Village of completion of any BMPs within 14 days after their installation.
  - (c) Obtain permission in writing from the Village prior to any modification pursuant to § 325-10 (3) of the erosion and sediment control plan.
  - (d) Install all BMPs as identified in the approved erosion and sediment control plan.
  - (e) Maintain all road drainage systems, storm water drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
  - (f) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site inspection log.
  - (g) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary and document these activities in an inspection log that also includes the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site.
  - (h) Allow the Village to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan at the construction site.
- (6) PERMIT CONDITIONS. Permits issued under this section may include conditions established by Village in addition to the requirements set forth in sub. (5), where needed to assure compliance with the performance standards in § 325-7 or § 325-8.
- (7) PERMIT DURATION. Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The Village may grant one or more extensions not to exceed 180 days cumulatively. The Village may require additional BMPs as a condition of an extension if they are necessary to meet the requirements of this ordinance.
- (8) MAINTENANCE. The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this ordinance until the site has undergone final stabilization.

#### § 325-10 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT AND AMENDMENTS.

- (1) EROSION AND SEDIMENT CONTROL PLAN STATEMENT. For each construction site identified under § 325-04 (1)(c), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the Village. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the ordinance. A site map shall also accompany the erosion and sediment control plan statement.
- (2) EROSION AND SEDIMENT CONTROL PLAN REQUIREMENTS.

(a) An erosion and sediment control plan shall be prepared and submitted to the Village.

(b) The erosion and sediment control plan shall be designed to meet the performance standards in § 325-7, § 325-8 and other requirements of this ordinance.

(c) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:

1. Name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.

2. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.

3. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

4. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.

5. Calculations to show the compliance with the performance standard in § 325-8 (3)(b)1.

6. Existing data describing the surface soil as well as subsoils.

7. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.

8. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.

(d) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.

1. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.

2. Boundaries of the construction site.

3. Drainage patterns and approximate slopes anticipated after major grading activities.

4. Areas of soil disturbance.
5. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
6. Location of areas where stabilization BMPs will be employed.
7. Areas which will be vegetated following land disturbing construction activities.
8. Area(s) and location(s) of wetland on the construction site, and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
9. Areas(s) used for infiltration of post-construction storm water runoff.
10. An alphanumeric or equivalent grid overlying the entire construction site map.

(e) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control BMPs will be implemented.

The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:

1. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.
2. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the Village, structural measures shall be installed on upland soils.
3. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
4. Trapping of sediment in channelized flow.
5. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
6. Protection of downslope drainage inlets where they occur.
7. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
8. Clean up of off-site sediment deposits.
9. Proper disposal of building and waste material.

10. Stabilization of drainage ways.

11. Installation of permanent stabilization practices as soon as possible after final grading.

12. Minimization of dust to the maximum extent practicable.

(f) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

(3) EROSION AND SEDIMENT CONTROL PLAN AMENDMENTS. The applicant shall amend the erosion and sediment control plan if any of the following occur:

(a) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.

(b) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.

(c) The Village notifies the applicant of changes needed in the erosion and sediment control plan.

#### § 325-11 FEE SCHEDULE.

The fees referred to in other sections of this ordinance shall be established by the Village and may from time to time be modified by resolution. A schedule of the fees established by the Village shall be available for review in the Village Clerk's office upon request.

#### § 325-12 INSPECTION.

If land disturbing construction activities are occurring without a permit required by this ordinance, the Village may enter the land pursuant to the provisions of ss. 66.0119 (1), (2), and (3), Wis. Stats.

#### § 325-13 ENFORCEMENT.

(1) The Village may post a stop work order if any of the following occurs:

(a) Land disturbing construction activity regulated under this ordinance is occurring without a permit.

(b) The erosion and sediment control plan is not being implemented in good faith.

(c) The conditions of the permit are not being met.

(2) If the responsible party does not cease activity as required in a stop work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the Village may revoke the permit.

(3) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the Village, or if a responsible party violates a stop work

order posted under sub. (1), the Village may request the village attorney to obtain a cease and desist order in any court with jurisdiction.

(4) The Village may retract the stop work order issued under sub. (1) or the permit revocation under sub. (2).

(5) After posting a stop work order under sub. (1), the Village may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this ordinance. The Village may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the Village, plus interest at the rate authorized by the Village shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to such. VII of ch. 66, Wis. Stats. (6) Any person violating any of the provisions of this ordinance shall be subject to a forfeiture of not less than \$50 nor more than \$2,000 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.

(7) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

#### **§ 325-14 APPEALS.**

(1) BOARD OF APPEALS. The board of appeals created pursuant to section § 335-66 of the Village's ordinance pursuant to s. 62.23 (7)(e), Wis. Stats.:

(a) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Village in administering this ordinance except for cease and desist orders obtained under § 325-13 (3).

(b) May authorize, upon appeal, variances from the provisions of this ordinance which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship; and

(c) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

(2) WHO MAY APPEAL. Appeals to the board of appeals may be taken by any aggrieved person or by any office, department, board, or bureau of the Village of Elm Grove affected by any decision of the Village.

#### **§ 325-15 SEVERABILITY.**

If a court of competent jurisdiction judges any section, clause, provision or portion of this ordinance unconstitutional or invalid, the remainder of the ordinance shall remain in force and not be affected by such judgment.

## Article II. Surface Drainage Management

[Adopted 5-13-1991]

### § 325-16. Findings; purpose.

The Village of Elm Grove is reliant upon roadside drainage ditches, driveway culverts and storm sewers at limited locations for management of surface drainage. The purpose of this article is to promote the maintenance of safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion; prevent and control the adverse effects of stormwater; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.

### § 325-17. Drains.

#### A.

"Drain" means any device for the drainage of water from land or protection of land from water, including without limitation any open ditch, channel, swale, creek, tiles or pipeline, whether natural or man-made.

#### B.

No person shall deliberately or by negligence obstruct or fill a drain without first obtaining a permit from the Public Works Director.<sup>[1]</sup> Such permit may be withheld for a period not to exceed 90 days for the purpose of providing alternative drainage, by storm sewers or other means.

#### [1]

Editor's Note: Throughout this article, references to the "Public Works Director" were amended to read "Public Works Director" at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

#### C.

The Public Works Director may remove from drains any obstructions or fill installed without a permit.

#### D.

No person shall construct, reconstruct, alter, repair or install any drainage structure in any drain without obtaining a permit from the Public Works Director. Issuance of such permit shall be predicated upon a finding by the Public Works Director that such drainage structure does not substantially retard the flow of water and does not adversely affect the public health, safety or welfare.

### § 325-18. Application for permit.

#### A.

Any person seeking a permit to alter or install a drainage structure or to fill or obstruct a drain or to construct, reconstruct, alter, repair or install any drainage structure in any drain shall fill out a written application with the Public Works Director containing the following information:

(1)

The name and address of the applicant and, if a corporation, the names and addresses of the officers thereof.

(2)

The location of the proposed work.

(3)

The plans and specifications for such work in triplicate. This shall include the drainage area and the design of the structures or alteration and such other information as the Public Works Director shall determine to be necessary to process the application.

B.

The permit fee shall be \$25.

**§ 325-19. Enforcement; violations and penalties.**

A.

Whenever a drain is obstructed by the negligence or deliberate action of the owner without a permit or when a drainage structure is constructed, reconstructed, altered, repaired or installed without a permit in either a natural watercourse or a drain, the Public Works Director shall serve a written order by certified mail on the owner demanding removal within a reasonable time, as specified within the letter.

[Amended 4-10-2000]

(1)

Any person aggrieved by the administration of this article may appeal the decision to the Board of Appeals established by the Village pursuant to § 62.23(7)(e), Wis. Stats. The Board shall hear and decide appeals where it is alleged that there is an error in any order, decision or determination made by the Public Works Director or Zoning Administrator in administering this article.

(2)

The owner may appeal to the Board of Appeals within 10 calendar days of actual service of the order. If an appeal is not taken by filing in writing with the Village Clerk within such 10 days, the order shall be final. Hearings before the Board of Appeals shall be conducted pursuant to § 62.23(7)(e), Wis. Stats.

B.

If the owner neglects or refuses to comply with a removal order after his or her appeal period has expired, the Public Works Director shall promptly refer the matter to the Village Attorney's office for prosecution.

C.

Any person who shall violate any provision of this article or any rule or regulation made under this article shall be subject to a penalty as provided in § 1-16 of this Code, except that the forfeiture shall not be less than \$100.

[Amended 4-10-2000; 7-26-2005]

**§ 325-20. Right of entry; recovery of costs.**

Pursuant to § 88.87(3)(c), Wis. Stats., the Public Works Director may enter onto any property for the purpose of removing an obstruction in a drain which is in violation of § 88.87(3)(a), Wis. Stats., and which is flooding or causing damage to a Village highway. The reasonable cost of removal of an obstruction under this article shall be charged to the property owner without further notice by a special charge pursuant to § 66.60(16), Wis. Stats. In the event any special charge remains unpaid for longer than 30 days, a lien against the property shall be created in accordance with the provisions of § 66.60(16)(b), Wis. Stats.

**§ 325-21. Interference with Village officers prohibited.**

No person shall interfere with or impede any Village officer, employee or contractor in removing an obstruction.

**§ 325-22. Emergencies.**

Where a drainage obstruction in a natural watercourse or drain is determined by the Public Works Director to constitute an immediate danger to the public health, safety or welfare, the Public Works Director shall proceed forthwith to enter upon the lands involved and have the obstruction removed, either by public agency or by contract. If such obstruction was caused by the negligence or deliberate act of the owner and not by natural causes, the reasonable cost of removal shall be charged and assessed as provided in § 325-18 of this article.

**Article III. Stormwater Management**

[Adopted 4-10-2000]

**§ 325-23. Authority.**

This article is adopted under the authority granted by §§ 61.34(1), 61.354 and 62.234, Wis. Stats.

**§ 325-24. Purpose.**

The Village acknowledges that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

- (1) Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.
- (2) Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.
- (3) Alter wetland communities by changing wetland hydrology and by increasing pollutant loads.
- (4) Reduce the quality of groundwater by increasing pollutant loading.
- (5) Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainage ways, and other minor drainage facilities

PURPOSE. The general purpose of this ordinance is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:

- (a) Further the maintenance of safe and healthful conditions.
- (b) Prevent and control the adverse effects of storm water; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.
- (c) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; and control increases in the scouring and transportation of particulate matter.
- (d) Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the state.

**§ 325-25. Intent.**

Intent. It is the intent of the Village that this ordinance regulates post-construction storm water discharges to waters of the state. This ordinance may be applied on a site-by-site basis. The Village recognizes, however, that the preferred method of achieving the storm water performance standards set forth in this ordinance is through the preparation and implementation of comprehensive, systems-level storm water management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional storm water devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under s. 281.16, Wis. Stats., for regional storm water management measures and have been approved by the Village, it is the intent of this ordinance that the approved storm water management plan be used to identify post-construction management measures acceptable for the community.

**§ 325-26 Applicability and Jurisdiction.**

(1) Applicability.

- (a) Except as provided under par. (b), this ordinance applies to a post-construction site whereupon one acre or more of land disturbing construction activity occurs during construction.
- (b) A site that meets any of the criteria in this paragraph is exempt from the requirements of this ordinance:

1. A post-construction site with less than ten percent connected imperviousness, based on the area of land disturbance, provided the cumulative area of all impervious surfaces is less than one acre. However, the exemption of this paragraph does not include exemption from the protective area standard of this ordinance.
2. Agricultural facilities and practices.
3. Underground utility construction, but not including the construction of any aboveground

structures associated with utility construction.

(c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to postconstruction

sites of any size that, as determined by the Village, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, causes undue channel erosion, or increases water pollution by scouring or the transportation of particulate matter.

(2) Exclusions.

This ordinance is not applicable to activities conducted by a state agency, as defined under s. 227.01 (1), Wis. Stats.

### **§ 325-27. Abrogation and greater restrictions.**

It is not intended by this article to repeal, abrogate, annul, impair or interfere with any existing easements, covenants, deed restrictions, agreements, ordinances, rules, regulations or permits previously adopted or issued pursuant to laws. However, wherever this article imposes greater restrictions, the provisions of this article shall govern.

### **§ 325-28. Interpretation.**

In their interpretation and application, the provisions of this article shall be held to be minimum requirements and shall be liberally construed in favor of the Village and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes.

### **§ 325-229. Title.**

This article shall be known as, referred to or cited as the "Stormwater Management Ordinance, Village of Elm Grove, Wisconsin."

### **§ 325-30 Jurisdiction.**

The jurisdiction of this article shall include all lands or waters within the corporate limits of the Village of Elm Grove.

### **§ 325-31. Definitions.**

The definitions as used in this article are as follows:

**ADEQUATE SOD, OR SELF-SUSTAINING VEGETATIVE COVER** – Maintenance of sufficient vegetation types and densities such that the physical integrity of the streambank or lakeshore is preserved.

Self-sustaining vegetative cover includes grasses, forbs, sedges and duff layers of fallen leaves and woody debris.

**ADMINISTERING AUTHORITY** – A governmental employee, or a regional planning commission empowered under s. 62.234, Wis. Stats., that is designated by the Village to administer this ordinance.

**AGRICULTURAL FACILITIES AND PRACTICES** – has the meaning given in s. 281.16 (1), Wis. Stats.

**ATLAS 14** – The National Oceanic and Atmospheric Administration (NOAA) Atlas 14

Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

**AVERAGE ANNUAL RAINFALL** – A typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WinSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality.

**BEST MANAGEMENT PRACTICE OR BMP** – Structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

**BUSINESS DAY** – A day the office of the Village is routinely and customarily open for business.

**CEASE AND DESIST ORDER** – A court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the Village.

**COMBINED SEWER SYSTEM** – A system for conveying both sanitary sewage and storm water runoff.

**CONNECTED IMPERVIOUSNESS** – An impervious surface connected to the waters of the state via a separate storm sewer, an impervious flow path, or a minimally pervious flow path.

**DESIGN STORM** – a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.

**DEVELOPMENT** – Residential, commercial, industrial or institutional land uses and associated roads.

**DIRECT CONDUITS TO GROUNDWATER** – Wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depression groundwater recharge areas over shallow fractured bedrock.

**EFFECTIVE INFILTRATION AREA** – The area of the infiltration system that is used to infiltrate runoff

and does not include the area used for site access, berms or pretreatment.

**EROSION** – The process by which the land's surface is worn away by the action of wind, water, ice or gravity.

**EXCEPTIONAL RESOURCE WATERS** – Waters listed in s. NR 102.11, Wis. Adm. Code.

**FILTERING LAYER** – Soil that has at least a 3-foot deep layer with at least 20 percent fines; or at least a 5-foot deep layer with at least 10 percent fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.

**FINAL STABILIZATION** – All land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.

**FINANCIAL GUARANTEE** – A performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the Village by the responsible party to assure that requirements of the ordinance are carried out in compliance with the storm water management plan.

**GOVERNING BODY** – Town board of supervisors, county board of supervisors, city council, village board of trustees or village council.

**IMPERVIOUS SURFACE** – An area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, gravel or paved parking lots and streets are examples of areas that typically are impervious.

**IN-FILL** – An undeveloped area of land located within an existing urban sewer service area, surrounded by development or development and natural or man-made features where development cannot occur.

**INFILTRATION** – The entry of precipitation or runoff into or through the soil.

**INFILTRATION SYSTEM** – A device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.

**LAND DISTURBING CONSTRUCTION ACTIVITY** – Any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

**LANDOWNER** – Any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.

**MAINTENANCE AGREEMENT** – A legal document that provides for long-term maintenance of storm water management practices.

**MAXIMUM EXTENT PRACTICABLE** – The highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with § 325-6 of this ordinance.

**NEW DEVELOPMENT** – Development resulting from the conversion of previously undeveloped land or agricultural land uses.

**NRCS MSE3 OR MSE4 DISTRIBUTION** – A specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.

**OFF-SITE** – Located outside the property boundary described in the permit application.

**ON-SITE** – Located within the property boundary described in the permit application.

**ORDINARY HIGH-WATER MARK** – has the meaning given in s. NR 115.03 (6), Wis. Adm. Code.

**OUTSTANDING RESOURCE WATERS** – Waters listed in s. NR 102.10, Wis. Adm. Code.

**PERCENT FINES** – The percentage of a given sample of soil, which passes through a # 200 sieve.

**PERFORMANCE STANDARD** – A narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

**PERMIT** – A written authorization made by the Village to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

**PERMIT ADMINISTRATION FEE** – A sum of money paid to the Village by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.

**PERVIOUS SURFACE** – An area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

**POLLUTANT** – has the meaning given in s. 283.01 (13), Wis. Stats.

**POLLUTION** – has the meaning given in s. 281.01 (10), Wis. Stats.

**POST-CONSTRUCTION SITE** – A construction site following the completion of land disturbing construction activity and final site stabilization.

**PRE-DEVELOPMENT CONDITION** – The extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

**PREVENTIVE ACTION LIMIT** – has the meaning given in s. NR 140.05 (17), Wis. Adm. Code.

**PROTECTIVE AREA** – An area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.

**REDEVELOPMENT** – Areas where development is replacing older development.

**RESPONSIBLE PARTY** – The landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement.

**RUNOFF** – Storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

**SEPARATE STORM SEWER** – A conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

(a) Is designed or used for collecting water or conveying runoff.

(b) Is not part of a combined sewer system.

(c) Is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.

(d) Discharges directly or indirectly to waters of the state.

**SILVICULTURE ACTIVITY** – activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

**SITE** – The entire area included in the legal description of the land on which the land disturbing construction activity occurred.

**STOP WORK ORDER** – An order issued by the Village which requires that all construction activity on the site be stopped.

**STORM WATER MANAGEMENT PLAN** – A comprehensive plan designed to reduce the discharge

of pollutants from storm water, after the site has undergone final stabilization, following completion of the construction activity.

**STORM WATER MANAGEMENT SYSTEM PLAN** – A comprehensive plan designed to reduce the

discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

**TECHNICAL STANDARD** – A document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

**TOP OF THE CHANNEL** – An edge, or point on the landscape landward from the ordinary highwater

mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.

**TOTAL MAXIMUM DAILY LOAD OR TMDL** – The amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.

**TP-40** – Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.

**TR-55** – the United States department of agriculture, natural resources conservation service (previously soil conservation service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986, which is incorporated by reference for this chapter.

**TRANSPORTATION FACILITY** – A highway, a railroad, a public mass transit facility, a public-use

airport, a public trail or any other public work for transportation purposes such as harbor improvements under s. 85.095 (1)(b), Wis. Stats. Transportation facility does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to s. 281.33, Wis. Stats.

**TSS** – Total suspended solids.

TYPE II DISTRIBUTION – A rainfall type curve as established in the United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published in 1973.

WATERS OF THE STATE – includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

**§ 285-32. Applicability of maximum extent practicable.**

Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrate to the Village’s satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

**§ 285-33. Technical standards.**

The following methods shall be used in designing the water quality, peak flow shaving, and infiltration components of stormwater practices needed to meet the requirements of this article:

- A. Technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.
- B. Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used, provided that the methods have been approved by the administering authority.
- C. Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance. The most recent rainfall data available from the Southeastern Wisconsin Regional Planning Commission or more protective data shall be the basis for the analyses required by this article.

**§ 285-34. Performance standards.**

- A. Responsible party. The responsible party shall implement a postconstruction stormwater management plan that incorporates the requirements of this section.
- B. Plan. A written stormwater quality and quantity management plan in accordance with § 285-33 shall be developed and implemented for each postconstruction site.

C. Maintenance of Effort. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of NR 151 in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this ordinance, whichever is more stringent.

D. Requirements. The water quality plan required under Subsection B shall include the following:

(1) Total suspended solids. BMPs shall be designed, installed and maintained to control total suspended solids carried in runoff from the postconstruction site as follows:

(a) For new development, by design, reduce to the maximum extent practicable the total suspended solids load by 80%, based on the average annual rainfall, as compared to no runoff management controls. No person shall be required to exceed an 80% total suspended solids reduction to meet the requirements of this subsection.

(b) For redevelopment, by design, reduce to the maximum extent practicable the total suspended solids load by 40%, based on the average annual rainfall, as compared to no runoff management controls. No person shall be required to exceed a 40% total suspended solids reduction to meet the requirements of this subsection.

(c) For infill development under five acres that occurs within 10 years after October 1, 2002, by design, reduce to the maximum extent practicable the total suspended solids load by 40%, based on an average annual rainfall, as compared to no runoff management controls. No person shall be required to exceed a 40% total suspended solids reduction to meet the requirements of this subsection.

(d) For infill development that occurs 10 or more years after October 1, 2002, by design, reduce to the maximum extent practicable the total suspended solids load by 80%, based on an average annual rainfall, as compared to no runoff management controls. No person shall be required to exceed an 80% total suspended solids reduction to meet the requirements of this subsection.

(e) Maximum Extent Practicable. If the design cannot meet a total suspended solids or phosphorus reduction performance standard of Table 1, the storm water management plan shall include a written, site-specific explanation of why the total suspended solids or phosphorus reduction performance standard cannot be met and why the pollutant loads will be reduced only to the maximum extent practicable.

(f) Off-Site Drainage. When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

(1) REQUIREMENTS. The plan required under par. (B) shall include the following:

(a) POLLUTANT CONTROL. BMPs shall be designed, installed and maintained to control total suspended solids and phosphorus carried in runoff from the post-construction site as follows:

1. BMPs shall be designed in accordance with Table 1 or to the maximum extent practicable as provided in par. (b). The design shall be based on an average annual rainfall, as compared to no runoff management controls.

**Table 1: Pollutant Reduction Standards**

<b>Development Type</b>	<b>TSS Reduction</b>	<b>Phosphorus</b>
New development	80%	30%
In-fill development	80%	30%
Redevelopment	60% of load from parking areas and roads	30%

2. **Maximum Extent Practicable.** If the design cannot meet a total suspended solids or phosphorus reduction performance standard of Table 1, the storm water management plan shall include a written, site-specific explanation of why the total suspended solids or phosphorus reduction performance standard cannot be met and why the pollutant loads will be reduced only to the maximum extent practicable.

3. **Off-Site Drainage.** When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

(2) **Peak Runoff.** By design, BMPs shall be employed to maintain or reduce the 1-year, 24-hour; and the 2-year, 24-hour post-construction peak runoff discharge rates to the 1-year, 24-hour; and the 2-year, 24-hour pre-development peak runoff discharge rates respectively, or to the maximum extent practicable. The runoff curve numbers in the table below shall be used to represent the actual pre-development conditions. Peak discharges shall be calculated using TR-55 runoff curve number methodology, Atlas 14 precipitation depths, and the appropriate NRCS Wisconsin MSE3 or MSE4 precipitation distribution. On a case-by-case basis, the Village may allow the use of TP-40 precipitation depths and the Type II distribution.

<b>Maximum Pre-Development Runoff Curve Numbers</b>				
<b>Runoff Curve Number</b>	<b>Hydrologic Soil Group</b>			
	A	B	C	D
Woodland	30	55	70	77
Grassland	39	61	71	78
Cropland	55	69	78	83

(3) **Runoff management requirements.**

(a) The responsible party shall manage the volume, timing, and peak flow rate of runoff from development or redevelopment approved by the Village after the effective date of this chapter. The responsible party may implement runoff management requirements on a watershed basis or at individual sites.

(b) Standards for development; demolition or construction during redevelopment.

[1] For development, runoff management shall prevent increases in the regional flood and stream bank erosion rates.

[2] If demolition or construction during redevelopment will disturb an area larger than two acres, then the responsible party shall reduce the runoff release rate by the amount listed in the following table for the one- percent/one-hundred-year and fifty-percent/two-year storms, except as provided in Subsection C(2)(e).

<b>Area Disturbed by Demolition or Construction</b>	<b>Reduction to the Existing Runoff Release Rate as of October 25, 2010</b>
Between 2 and 3.5 acres	10%
From 3.5 to 5 acres	15%
Greater than 5 acres	20%

(c) The responsible party may prepare a watershed or sub- watershed stormwater management plan or a local stormwater management plan for multiple sites considered together. These analyses shall show how runoff volume is distributed over the critical time of the watershed sufficient to comply with Subsection C(2)(b). The responsible party shall analyze runoff and determine the critical time according to guidance provided by the Milwaukee Metropolitan Sewerage District (MMSD). When evaluating how a development will affect the watercourses, the responsible party shall use models and conditions approved by the MMSD. The responsible party shall use 2020 or later land use conditions. The responsible party shall use pre-project channel conditions. The responsible party shall submit these plans and analyses to the MMSD for review and approval. Such plans are subject to approval of the MMSD, in addition to the approval of the Village.

(d) In the absence of an approved watershed management plan that covers development at a particular site, the responsible party shall implement either site-specific maximum runoff release rates that will distribute runoff over the critical time sufficient to comply with Subsection C(2)(b)[1], calculated according to guidance provided by MMSD, or the following uniform rates:

<b>Storm (Probability/recurrence Interval)</b>	<b>Maximum Runoff Release Rate (cubic feet per second per acre)</b>
1% / 100-year	0.5
50% / 2-year	0.15

(e) Redevelopment may reduce the runoff release rate by an amount less than required by Subsection C(2)(b)[2] when conditions make compliance unreasonable. Relevant conditions include,

but are not limited to, soil contamination, groundwater contamination, land use requirements, land availability, opportunities for off-site management, construction delays, marginal costs, and the availability of financing. In this case, redevelopment shall achieve the greatest practicable reduction.

(f) When selecting the runoff management techniques appropriate for a particular development, responsible parties shall consider the following techniques, in order of preference:

[1] Preservation of the natural features of development sites, including natural storage and infiltration characteristics;

[2] Preservation of existing natural streams, channels, and drainageways;

[3] Minimizing new impervious surfaces;

[4] Conveyance of stormwater in open vegetated channels;

[5] Construction of structures that provide both quantity and quality control, with structures serving multiple sites being preferable to structures serving individual sites; and

[6] Construction of structures that provide only quantity control, with structures serving multiple sites being preferable to structures serving individual sites.

(g) If impervious surface is removed after the effective date of this chapter, then the responsible party may reduce the degree of runoff management necessary for new impervious surface within the same watershed or sub-watershed, to the extent that the net result complies with Subsection C(2)(b). The responsible party shall implement this subsection according to guidance provided by the MMSD.

(h) Runoff management systems may be either public or private.

(i) The responsible party shall ensure that facilities constructed to manage runoff are maintained to preserve their effectiveness.

(j) If a runoff management system is not constructed or maintained according to an approved site development stormwater management plan or otherwise fails to comply with Subsection C(2)(a), then the responsible party shall construct new facilities, expand or correct previously constructed facilities, or implement other remedial action.

(4) Infiltration. BMPs shall be designed, installed, and maintained to infiltrate runoff to the maximum extent practicable in accordance with the following, except as provided in Subsection C(3)(e) through (g), or to the maximum extent practicable:

[1] *Low imperviousness.* For development up to 40 percent connected imperviousness, such as parks, cemeteries, and low-density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the post-construction site is required as an effective infiltration area.

[2] *Moderate imperviousness.* For development with more than 40 percent and up to 80 percent connected imperviousness, such as medium- and high-density residential, multi-family development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.

[3] *High imperviousness.* For development with more than 80 percent connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.

(b) For residential developments, one of the following shall be met:

[1] Infiltrate sufficient runoff volume so that the post development infiltration volume shall be at least 90% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 1% of the project site is required as an effective infiltration area.

[2] Infiltrate 25% of the post development runoff from the two-year, twenty-four-hour design storm with a type II distribution. Separate curve numbers for pervious and impervious surfaces shall be used to calculate runoff volumes and not composite curve numbers as defined in TR-55. However, when designing appropriate infiltration systems to meet this requirement, no more than 1% of the project site is required as an effective infiltration area.

(c) For nonresidential development, including commercial, industrial and institutional development, one of the following shall be met:

[1] Infiltrate sufficient runoff volume so that the post development infiltration volume shall be at least 60% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the project site is required as an effective infiltration area.

[2] Infiltrate 10% of the runoff from the two-year, twenty- four-hour design storm with a type II distribution. Separate curve numbers for pervious and impervious surfaces shall be used to calculate runoff volumes and not composite curve numbers as defined in TR-55. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the project site is required as an effective infiltration area.

(d) Predevelopment condition shall be the same as in Subsection C(3)(b).

(e) Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with Subsection C(3)(g). Pretreatment options may include, but are not limited to, oil/grease separation,

sedimentation, biofiltration, filtration, swales or filter strips.

(f) Infiltration exclusions. The runoff from the following areas is prohibited from meeting the requirements of this subsection:

[1] Areas associated with Tier 1 industrial facilities identified in § NR 216.21(2)(a), Wis. Adm. Code, including storage, loading, rooftop, and parking.

[2] Storage and loading areas of Tier 2 industrial facilities identified in § NR 216.21(2)(b), Wis. Adm. Code.

[3] Fueling and vehicle maintenance areas.

[4] Areas within 1,000 feet up gradient or within 100 feet down gradient of karst features.

[5] Areas with less than three feet separation distance from the bottom of the infiltration system to the elevation of seasonal high groundwater or the top of bedrock, except this subsection does not prohibit infiltration of roof runoff.

[6] Areas with runoff from industrial, commercial and institutional parking lots and roads and residential arterial roads with less than five feet separation distance from the bottom of the infiltration system to the elevation of seasonal high groundwater or the top of bedrock.

[7] Areas within 400 feet of a community water system well as specified in § NR 811.16(4), Wis. Adm. Code, or within 100 feet of a private well as specified in § NR 812.08(4), Wis. Adm. Code, for runoff infiltrated from commercial, industrial and institutional land uses or regional devices for residential development.

[8] Areas where contaminants of concern, as defined in § NR 720.03(2), Wis. Adm. Code, are present in the soil through which infiltration will occur.

[9] Any area where the soil does not exhibit one of the following soil characteristics between the bottom of the infiltration system and the seasonal high groundwater and top of bedrock: at least a three-foot soil layer with 20% fines or greater; or at least a five-foot soil layer with 10% fines or greater. This does not apply where the soil medium within the infiltration system provides an equivalent level of protection. This subsection does not prohibit infiltration of roof runoff.

(g) Infiltration exemptions. The following are not required to meet the requirements of this subsection:

[1] Areas where the infiltration rate of the soil is less than 0.6 inch per hour measured at the site.

[2] Parking areas and access roads less than 5,000 square feet for commercial and industrial development.

[3] Redevelopment postconstruction sites.

[4] Infill development areas less than five acres.

- [5] Infiltration areas during periods when the soil on the site is frozen.
- [6] Roads in commercial, industrial and institutional land uses, and arterial residential roads.
- (h) Protection of groundwater quality.

[1] Infiltration systems designed in accordance with this subsection shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with Ch. NR 140, Wis. Adm. Code. However, if site-specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.

[2] Notwithstanding Subsection C(3)(g)[1], the discharge from BMPs shall remain below the enforcement standard at the point of standards application.

(1) Protective areas.

(i) "Protective area" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this subsection, "protective area" does not include any area of land adjacent to any stream enclosed within a pipe or culvert, such that runoff cannot enter the enclosure at this location.

[1] For outstanding resource waters and exceptional resource waters, 75 feet.

[2] For perennial and intermittent streams identified on a United States Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.

[3] For lakes, 50 feet.

[4] For wetlands not subject to par. (5) or (6), 50 feet.

[5] For highly susceptible wetlands, 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps and ephemeral ponds.

[6] For less susceptible wetlands, 10 percent of the average wetland width, but no less than 10 feet nor more than 30 feet. Less susceptible wetlands include degraded wetlands dominated by invasive species such as reed canary grass, cultivated hydric soils; and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.

[7] In pars. (4) through (6), determinations of the extent of the protective area adjacent to wetlands shall be made based on the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in s. NR 103.03, Wis. Adm. Code.

[8] Wetland boundary delineations shall be made in accordance with s. NR 103.08(1m), Wis.

Adm. Code. This paragraph does not apply to wetlands that have been completely filled in accordance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in accordance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.

[9] For concentrated flow channels with drainage areas greater than 130 acres, 10 feet.

[10] Notwithstanding pars. (1) to (9), the greatest protective area width shall apply where rivers, streams, lakes and wetlands are contiguous.

(j) This subsection applies to postconstruction sites located within a protective area, except those areas exempted pursuant to Subsection C(4)(d) of this section.

(k) The following requirements shall be met:

[1] Impervious surfaces shall be kept out of the protective area to the maximum extent practicable. The stormwater management plan shall contain a written site-specific explanation for any parts of the protective area that are disturbed during construction. The plan shall also include a site plan of the proposed construction including existing trees, proposed landscaping, vegetative cover, and if requested, appropriate elevations, building, and additional landscape information. The site plan should include the relationship between landscaping, drainage, and stormwater management for the site.

[2] Where land-disturbing construction activity occurs within a protective area, and where no impervious surface is present, adequate sod or self-sustaining vegetative cover of 70% or greater shall be established and maintained. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Nonvegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion, such as on steep slopes or where high velocity flows occur.

[3] Best management practices such as filter strips, swales, or wet detention basins that are designed to control pollutants from nonpoint sources may be located in the protective area.

(l) This subsection does not apply to:

[1] Except as provided under S. 07 (C), redevelopment post-construction sites.

[2] In-fill development areas less than 1 acre.

[3] Structures that cross or access surface waters such as boat landings, bridges and culverts.

[4] Structures constructed in accordance with s. 59.692(1v), Wis. Stats.

[5] Areas of post-construction sites from which runoff does not enter the surface water, including wetlands, without first being treated by a BMP to meet the local ordinance requirements for total suspended solids and peak flow reduction, except to the extent that vegetative ground cover is

necessary to maintain bank stability.

(2) Fueling and vehicle maintenance areas. Fueling and vehicle maintenance areas shall, to the maximum extent practicable, have BMPs designed, installed and maintained to reduce petroleum within runoff, such that the runoff that enters waters of the state contains no visible petroleum sheen.

(3) Swale treatment for transportation facilities.

(m) Applicability. Except as provided in Subsection C(6)(b), transportation facilities that use swales for runoff conveyance and pollutant removal meet all the requirements of this section if the swales are designed to the maximum extent practicable to do all of the following:

[1] Be vegetated. However, where appropriate, nonvegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.

[2] Carry runoff through a swale for 200 feet or more in length that is designed with a flow velocity no greater than 1.5 feet per second based on a two-year, twenty-four-hour design storm. If a swale of 200 feet in length cannot be designed with a flow velocity of 1.5 feet per second or less, then the flow velocity shall be reduced to the maximum extent practicable.

(n) Exemptions. The administering authority may, consistent with water quality standards, require other provisions of this section be met on a transportation facility with an average daily travel of vehicles greater than 2,500 and where the initial surface water of the state that the runoff directly enters is any of the following:

[1] An outstanding resource water.

[2] An exceptional resource water.

[3] Waters listed in Section 303(d) of the Federal Clean Water Act that are identified as impaired, in whole or in part, due to nonpoint source impacts.

[4] Waters where targeted performance standards are developed under § NR 151.004, Wis. Adm. Code, to meet water quality standards.

E. General considerations for on-site and off-site stormwater management measures. The following considerations shall be observed in managing runoff:

(1) Natural topography and land cover features such as natural swales, natural depressions, native soil-infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.

(a) Parking lots with over 24 stalls shall have a minimum of one tree island not less than 180 square feet for each group of 24 stalls or an equivalent number of perimeter plantings or tree rows that are designed as part of an overall landscape plan acceptable to the Plan Commission.

(2) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream

property or public safety.

(3) BMPs for water quantity management shall use the following techniques, in order of preference:

(a) Preservation of the natural features of development sites, including natural storage and infiltration characteristics;

(b) Preservation of existing natural streams, channels, and drainageways;

(c) Minimizing new impervious surfaces;

(d) Conveyance of stormwater in open vegetated channels;

(e) Construction of structures that provide both quantity and quality control, with structures serving multiple sites being preferable to structures serving individual sites; and

(f) Construction of structures that provide only quantity control, with structures serving multiple sites being preferable to structures serving individual sites.

F. Location and regional treatment option.

(1) The BMPs may be located on-site or off-site as part of a regional stormwater device, practice or system within the same watershed.

(2) Postconstruction runoff within a nonnavigable drainage way that flows into a BMP, such as a wet pond, is not required to meet water quality performance standards unless designed to provide treatment. Postconstruction BMPs may be located in nonnavigable surface waters.

(3) Except as allowed under Subsection E(4), postconstruction runoff from new development shall meet the postconstruction performance standards prior to entering a navigable surface water.

(4) Postconstruction runoff from any development within a navigable surface water that flows into a BMP is not required to meet the performance standards of this article if:

(a) The BMP was constructed prior to the effective date of this article and the BMP either received a permit issued under Ch. 30, Wis. Stats., or the BMP did not require a permit under Ch. 30, Wis. Stats.; and

(b) The BMP is designed to provide runoff treatment from future upland development.

(5) Runoff from existing development, redevelopment and infill areas shall meet the postconstruction performance standards in accordance with this subsection.

(a) To the maximum extent practicable, BMPs shall be located to treat runoff prior to discharge to navigable surface waters.

(b) Postconstruction BMPs for such runoff may be located in a navigable surface water if

allowable under all other applicable federal, state, and local regulations, such as Ch. NR 103, Wis. Adm. Code, and Ch. 30, Wis. Stats.

(6) The discharge of runoff from a BMP, such as a wet pond, or after a series of such BMPs is subject to this article.

(7) The administering authority may approve off-site management measures, provided that all of the following conditions are met:

(a) The administering authority determines that the postconstruction runoff is covered by a stormwater management system plan that is approved by the Village of Elm Grove and that contains management requirements consistent with the purpose and intent of this article.

(b) The off-site facility meets all the following conditions:

[1] The facility is in place.

[2] The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this article.

[3] The facility has a legally obligated entity responsible for its long-term operation and maintenance.

(8) Where a regional treatment option exists such that the administering authority exempts the applicant from all or part of the minimum on-site stormwater management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the administering authority. In determining the fee for postconstruction runoff, the administering authority shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.

G. Alternate requirements. The administering authority may establish stormwater management requirements more stringent than those set forth in this section if the administering authority determines that an added level of protection is needed to protect sensitive resources.

### **§ 325-32. Prohibited discharges; exemptions.**

#### **A.**

No person shall discharge, spill or otherwise deposit substances or materials which are not entirely composed of stormwater into receiving bodies of surface water, storm sewers or other drainage facilities or onto driveways, sidewalks, parking lots or other impervious or pervious areas that drain into the streams and watercourses of the area. No person shall connect a building wastewater sewer or drain to storm sewers or other stormwater drainage facilities.

#### **B.**

The following discharges are exempt from the provision of this article:

(1)

Discharge authorized by a permit issued by the Wisconsin Department of Natural Resources;

(2)

Discharges resulting from fire-fighting activities;

(3)

Discharges from uncontaminated groundwater, potable water sources, roof drains, foundation drains and foundation drain sump pump discharges, air-conditioning condensation, lawn watering, water main and hydrant flushing and swimming pools, if the pool water has been dechlorinated;

(4)

Discharges from individual automobile washing by automobile owners not involving any commercially zoned site;

(5)

Agricultural activities, such activities, however, being subject to good soil and water conservation practices; and

(6)

Facility maintenance activities undertaken by any federal, state, county or municipal agency, such activities, however, being subject to construction erosion control measures.

**§ 325-33. Stormwater management plan and facilities required.**

[Amended 12-17-2002]

A.

No person shall proceed with any residential, commercial, industrial or institutional land use development or redevelopment or with the division or subdivision of property without providing appropriate stormwater management facilities that adequately control stormwater runoff from such development or redevelopment or subdivided property. A site-specific stormwater management plan must be submitted and approved by the Public Works Director before any required new stormwater management facilities are constructed, unless exempted or waived pursuant to the provisions of this article. An approved site-specific stormwater management plan is also required before an existing drainage system is relocated, deepened, widened, enlarged, filled, obstructed or otherwise altered in preparation for land use development and redevelopment or division or subdivision of property. The plan must be submitted and approved before any land use development and redevelopment is commenced or a land subdivision plat or certified survey map is approved and recorded.

B.

Milwaukee Metropolitan Sewerage District Rules ("MMSD Rules") contained in Chapter 13 on Surface Water and Stormwater Runoff Management (effective January 1, 2002) and all future amendments thereto are hereby adopted by reference. There shall be compliance with all applicable provisions contained in MMSD Rules Chapter 13 as may be amended from time to time that pertain to stormwater runoff management and plan submittal requirements in addition to the stormwater requirements of the Village of Elm Grove ordinances. This shall include, but not be limited to, plat approval under Chapter 236 Wis. Stats., construction site erosion control and post-construction stormwater quality best management practices to abate pollutant runoff.

C.

The Village Clerk or Village Zoning Administrator shall have available a current copy of MMSD Rules Chapter 13 which shall be open to public inspection.[\[1\]](#)

[\[1\]](#)

NOTE: The MMSD Rules and Stormwater Quality Guidance materials on best management practices for peak stormwater runoff apply to any development adding 0.5 acre or more of impervious surface. They are available to read and print at [www.mmsd.com](http://www.mmsd.com) (MMSD website).

**§ 325-34. Applicability.**

This article applies to land use development, redevelopment and property division or subdivision activities which meet the following criteria:

A.

Residential land use development, redevelopment or property division or subdivision occurring within a gross aggregate area of more than five acres;

B.

Residential land use development or redevelopment occurring within, or property division of, a gross aggregate area of more than three acres, if 1.5 acres or more of impervious surfaces are proposed;

C.

Nonresidential land use development, redevelopment or property division or subdivision occurring within a gross aggregate area of more than 1.5 acres, if 0.5 acre or more of impervious surfaces are proposed; and

D.

Land use development, redevelopment or property division or subdivision of any size area that in the opinion of the Public Works Director is likely to result in stormwater runoff which exceeds the safe capacity of existing drainage facilities or receiving watercourse; which causes undue channel erosion; which increases surface water pollution; or which endangers property or public health and safety.

**§ 325-35. Exemptions.**

The following development and redevelopment activities are exempt from the requirement of this article:

A.

Maintenance, alteration, improvement or use of an existing structure which does not significantly affect the water quality or hydrologic and hydraulic conditions of the surface water resources of the subwatershed concerned as determined by the Public Works Director in writing;

B.

Maintenance activities undertaken by any federal, state or municipal governmental agency;

C.

Stormwater management facilities to be constructed or measures to be undertaken by the Village when the Public Works Director has determined that a stormwater management plan is not required; and

D.

Agricultural activities not associated with development and redevelopment.

**§ 325-36. Waivers.**

The Public Works Director may waive the requirements of this article in part or in whole. A request for waiver shall be submitted to the Public Works Director and shall include a narrative description and drawings of the proposed development or redevelopment or subdivision for which the waiver is being requested. The Public Works Director may grant a waiver if the Public Works Director finds that:

A.

The development or redevelopment or subdivision is not likely to:

(1)

Significantly increase or decrease the rate or volume of stormwater runoff from the development, redevelopment or subdivision site;

(2)

Have a significant adverse impact on a wetland or other environmentally sensitive area;

(3)

Significantly contribute to the degradation of surface or ground water quality; or

(4)

Otherwise significantly impair attainment of the purpose of this article; and

B.

The applicable adopted stormwater management system plan does not indicate the need for any site-specific stormwater management measures on the site concerned.

**§ 325-37. Site-specific stormwater management plan.**

The site-specific stormwater management plan required by this article shall contain the following requirements:

**A.**

General.

- (1) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of stormwater management practices; and person(s) responsible for maintenance of stormwater management practices prior to the transfer, if any, of maintenance responsibility to another party.
- (2) A proper legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.
- (3) Predevelopment site conditions, including:
  - (a) One or more site maps at a scale of not less than one inch equals 100 feet. The site maps shall show the following: site location and legal property description; predominant soil types and hydrologic soil groups; existing cover type and condition; topographic contours of the site at a scale not to exceed two feet; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all stormwater conveyance sections; watershed boundaries used in hydrology determinations to show compliance with performance standards; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site; limits of the regional flood (the 1% probability storm event) floodplain; location of wells and wellhead protection areas covering the project area and delineated pursuant to § NR 811.16, Wis. Adm. Code.
  - (b) Hydrology and pollutant loading computations as needed to show compliance with performance standards. All major assumptions used in developing input parameters shall be clearly stated. The geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
- (4) Post development site conditions, including:
  - (a) Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and wetlands.
  - (b) Explanation of any restrictions on stormwater management measures in the development area imposed by wellhead protection plans and ordinances.
  - (c) One or more site maps at a scale of not less than one inch equals 100 feet showing the following: postconstruction pervious areas including vegetative cover type and condition; impervious surfaces including all buildings, structures, and pavement; postconstruction

topographic contours of the site at a scale not to exceed two feet; postconstruction drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance easements specified in the maintenance agreement; flow path and direction for all stormwater conveyance sections; location and type of all stormwater management conveyance and treatment practices, including the on-site and off-site tributary drainage area; location and type of conveyance system that will carry runoff from the drainage and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainageway; watershed boundaries used in hydrology and pollutant loading calculations and any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.

- (d) Hydrology and pollutant loading computations as needed to show compliance with performance standards. The computations shall be made for each discharge point in the development, and the geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
  - (e) Results of investigations of soils and groundwater required for the placement and design of stormwater management measures. Detailed drawings including cross-sections and profiles of all permanent stormwater conveyance and treatment practices.
  - (5) A description and installation schedule for the stormwater management practices needed to meet the performance standards in § 285-31.
  - (6) A maintenance plan developed for the life of each stormwater management practice, including the required maintenance activities and maintenance activity schedule.
  - (7) Cost estimates for the construction, operation, and maintenance of each stormwater management practice.
  - (8) Other information requested in writing by the administering authority to determine compliance of the proposed stormwater management measures with the provisions of this article.
- B. Certification. All site investigations, plans, designs, computations, and drawings shall be certified by a licensed professional engineer to be prepared in accordance with accepted engineering practice and requirements of this article.
- C. Alternate requirements. The administering authority may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under § 285-31E.

### **§ 325-38. Design methodology.**

The site-specific stormwater management system plan required under the provisions of this article shall be designed in accordance with good engineering practice. The specific methods to be used in

the calculation of peak rates of discharge, volumes and water quality conditions and of the hydraulic capacities of storage and conveyance facilities shall be left to the judgment of the professional engineer preparing the plan, subject, however, to the approval of the Public Works Director. The site-specific stormwater management system shall be designed such that the natural topography and land cover, including such features as high-quality woodlands, wetlands, swales, natural depressions, native soil infiltration capacity and natural groundwater recharge areas, are protected and preserved to the maximum extent practicable.

**§ 325-39. Water quality criteria.**

The stormwater management facilities and measures required to serve land use development, redevelopment and property subdivision activities subject to this article shall be designed to meet the following minimum standards:

**A.**

Stormwater discharges shall be treated to achieve the levels of pollutant removals specified in the adopted Village stormwater management system plan. Unless otherwise specified in the above-noted plans, stormwater management measures shall be designed with the general goal of removing, on an average annual basis, 80% of the suspended solids load that may be expected in the absence of control. To achieve this level of removal, the stormwater management measures shall be designed to accommodate, at a minimum, the runoff volume resulting from 1.5 inches of rainfall.

**B.**

Discharge of urban stormwater pollutants to wetlands shall be minimized to the extent practicable. Significant degradation of wetland functional values due to stormwater pollutant loading shall be avoided.

**C.**

Stormwater discharges shall be pretreated prior to infiltration to prolong maintenance of the infiltration capacity and to prevent discharge of stormwater pollutants and concentrations that would result in exceeding groundwater quality standards established by the Wisconsin Department of Natural Resources.

**D.**

Stormwater detention, retention and infiltration facilities shall not be located closer than allowed by applicable sections of the Wisconsin Administrative Code. The stormwater management plan shall show all wells within the following areas: 100 feet from a well serving a private water system; or 1,200 feet from a well serving a municipal or a community/subdivision water supply system; or within the wellhead protection areas of a well serving a municipal or a community/subdivision water supply system, if such a protection area has been delineated. Copies of any variances to the Administrative Code obtained from the state must be furnished to the Village prior to the start of construction.

**E.**

In the design of the stormwater facilities and measures, due consideration shall be given to the design criteria and standards set forth in the Wisconsin Stormwater Manual prepared and published by the Wisconsin Department of Natural Resources and as may be revised from time to time.

**§ 325-40. Stormwater discharge criteria.**

**A.**

The conveyance and storage facilities incorporated into the site-specific stormwater management system plan required under this article shall be designed as an integral part of existing stormwater systems, provided that there is no downstream flooding. In the event that there is downstream flooding, the Public Works Director may require site-specific measures that will not increase downstream storm flows.

**B.**

Design criteria and standards for stormwater management measures shall be made available by the Village Clerk in cooperation with the Public Works Director.

**C.**

Peak flow shaving components of stormwater structures shall be designed in accordance with standard engineering practice.

**D.**

Runoff volumes and peak flows rates used in designing the water quantity and quality components of stormwater structures shall be based on the principles of the document entitled "Urban Hydrology for Small Watersheds" (Technical Release 55: Engineering Division, United States Department of Agriculture, June 1992), Natural Resources Conservation Service or other methods approved by the Public Works Director.

**E.**

Unless otherwise specified in the Village stormwater management system plan or where determined by the Public Works Director to be not needed, the peak flow discharge rates of stormwater runoff from the site under post-development conditions shall not exceed the rates under existing conditions, as calculated under § [325-34F](#).

**§ 325-41. Stormwater volume criteria.**

Stormwater detention and retention control facilities included in the stormwater management system plan required under this article shall be designed in conformance with the adopted Village stormwater management system plan.

**§ 325-42. Variation of requirements.**

The Public Works Director may establish stormwater management requirements either more or less stringent than those set forth in this article provided that the Public Works Director finds that one or more of the following conditions applies:

A.

A higher level of quality in the stormwater discharge is required to protect sensitive environmental resources.

B.

A higher level of protection from ponding or flooding is required to protect the public health and safety.

C.

Provisions are available to manage the stormwater runoff by off-site facilities, provided that all of the following conditions are met for the off-site facilities: the facilities are in place; the facilities are adequately sized to provide a level of stormwater runoff control equal to or greater than that which would be afforded by on-site facilities and measures meeting the requirements of this article; and a legal entity exists that is responsible for the maintenance of the facilities.

**§ 325-43. Financial guaranty.**

An irrevocable letter of credit of sufficient duration or certified check shall accompany the plan to guarantee implementation of the proposed stormwater management measures recommended in the plan. The amount of the guaranty shall be based upon the estimated initial construction costs and shall be for 125% of those costs. Upon completion of the recommended measures and submittal of the as-built plan required under § [325-44D\(5\)](#) of this article, any portion of the guaranty not utilized shall be released or returned.

**§ 325-44. Maintenance.**

If the Public Works Director at any time finds that the stormwater management measures constructed in accordance with the system plan are not being properly maintained or if they are altered in any way from the location, configuration and capacity of the measures specified in the approved plan, the Village Zoning Administrator, upon the recommendation of the Public Works Director, shall issue an order to the owner to undertake the needed maintenance or repair. In the event of noncompliance by the owner within 10 calendar days of actual service of the order or the taking of an appeal, the Village may seek an injunction to compel action by the owner. The cost of such legal enforcement action for maintenance shall be levied as a special charge pursuant to § 66.60(16), Wis. Stats., against the property concerned. The special charge shall be collectible in the manner as provided in § 66.60(16) and (17), Wis. Stats.

**§ 325-45. Public nuisances.**

The following shall be deemed to constitute public nuisances and may be prosecuted as such by the Village and may be enforced by injunction:

A.

Any development, redevelopment or property subdivision that is commenced without an approved stormwater management plan as required by this article;

B.

Any stormwater drainage facility which is not constructed in accordance with the stormwater management plan required under this article;

C.

Any drainage facility not maintained in accordance with § [325-41](#) of this article; and

D.

Any activity which adversely impacts on surface or ground water quality.

**§ 325-46. Compliance order.**

When the Public Works Director finds that a willful violation of the provisions of this article exists, the Public Works Director shall inform the Zoning Administrator, who may order the owner of the site concerned to correct the violation by issuing a notice of violation or stop-work order.

A.

Any person who commences any site improvements without an approved plan as required by this article may be required to restore the land to its original condition within a period of 30 days.

B.

If the owner fails to take corrective action after being noticed, the Village may take all steps necessary to correct the violation, including but not limited to using Village forces or engaging contractors after obtaining an injunction in the absence of consent of the owner.

C.

If the owner concerned has filed an irrevocable letter of credit or certified check under § [325-40](#) of this article, the appropriate guaranty shall be drawn upon.

D.

If the owner has not filed an irrevocable letter of credit or certified check the cost shall be levied as a special charge against the property concerned under § 66.60(16), Wis. Stats.

E.

Any person who does not comply with the provisions of this article shall be subject to a forfeiture of not less than \$100 and not more than \$1,000 for each offense, together with the costs of prosecution. Each day a violation exists shall be deemed to constitute a separate offense.

**§ 325-47. Permit requirements.**

A.

No person shall undertake a land development, redevelopment or property subdivision activity subject to the requirements of this article without receiving a permit from the Public Works Director

prior to commencing the proposed land development, redevelopment or property subdivision activity.

B.

Permit application and fee. Any person desiring a permit shall submit to the Public Works Director a permit application made on a form provided by the Village. The application must be accompanied by the site-specific stormwater management plan required under the provisions of this article, the financial guarantee required under the provisions of this article and a nonrefundable permit administration fee of \$225.

C.

The Public Works Director shall, within 30 calendar days of the receipt of a permit application, review the application for compliance with the requirements of this article and shall advise the Zoning Administrator, who shall inform the applicant whether the application plan and financial guaranty are approved or disapproved. If the application is approved, the permit shall be issued by the Village Zoning Administrator. If the application is disapproved, the applicant shall be advised in writing of the reasons for disapproval.

D.

Permit conditions. All permits issued under this article shall be subject to the following conditions, and holders of permits issued under this article shall be deemed to have accepted these conditions. The Village Zoning Administrator may suspend or revoke a permit for violation of a permit condition following written notification to the permit holder.

(1)

Compliance with a permit issued under this article does not relieve the permit holder of responsibility to comply with other applicable federal, state and municipal laws and regulations.

(2)

The permit holder shall properly install all structural and nonstructural stormwater management measures recommended in the approved site-specific stormwater management plan.

(3)

The permit holder shall notify the Public Works Director at least three working days before commencing any work to implement the approved site-specific stormwater management plan and within the next working day upon completion of the work.

(4)

Upon completion of the stormwater management facilities and other measures required by the approved plan, the Public Works Director shall conduct an inspection of those facilities and measures to determine if they were constructed in accordance with the approved plan and the requirements of this article. The Public Works Director shall inform the Zoning Administrator, who

shall notify the permit holder in writing of any changes required in the facilities and measures to bring them into compliance with the approved plan and the requirements of this article.

(5)

Upon final approval of the constructed stormwater management facilities, the developer or subdivider shall have an as-built plan prepared by a licensed professional engineer or registered land surveyor correctly showing the locations, configurations and elevations of the completed facilities and measures. The as-built plan shall be prepared to the same scale, contour interval and vertical datum as the approved site-specific stormwater management plan and shall be subject to the approval of the Public Works Director.

(6)

If so directed by the Village Zoning Administrator, the permit holder shall repair, at the permit holder's own expense, any and all damage to adjoining municipal facilities and drainageways caused by stormwater runoff where such damage was caused by activities not in compliance with the approved site-specific stormwater management plan.

(7)

The permit holder shall permit access to the site and property concerned by the Public Works Director and Zoning Administrator for the purpose of inspecting the stormwater management facilities and measures for compliance with the approved site-specific stormwater management plan.

(8)

Where a site-specific stormwater management plan proposes changes in the direction, in the peak rates or in the total volume of runoff from a site, the Public Works Director shall advise the Zoning Administrator, who may require the permit holder to present written evidence that appropriate legal arrangements have been implemented with adjacent property owners concerning the prevention of damage to property or danger to public health and safety.

E.

Permits issued under this article shall be valid from the date of issue through the date upon which the Village Zoning Administrator notifies the permit holder that all stormwater management facilities and measures have satisfactorily met final inspection by the Public Works Director.

**§ 325-48. Appeals.**

A.

Any person aggrieved by the administration of this article may appeal the decision to the Board of Appeals established by the Village pursuant to § 62.23(7)(e), Wis. Stats. The Board shall hear and decide appeals where it is alleged that there is an error in any order, decision or determination made by the Public Works Director or Zoning Administrator in administering this article and upon appeal may authorize variances from the provisions of this article which are not contrary to the public interest and where, owing to special conditions, a literal enforcement of the provision of this article

would result in unnecessary hardship and shall use the rules, procedures, duties, and powers authorized by state statute in hearing and deciding appeals and authorizing variances.

B.

The owner may appeal to the Board of Appeals within 10 calendar days of actual service of the order. If an appeal is not taken by filing in writing with the Village Clerk within such 10 days, the order shall be final. Hearings before the Board of Appeals shall be conducted pursuant to § 62.23(7)(e), Wis. Stats.

**Article IV. Stormwater and Sewer Illicit Discharge Connections.**

[Adopted 7-28-2009]

**§ 325-49. Purpose.**

The purpose of this article is to provide for the health, safety, and general welfare of the citizens of the Village of Elm Grove through the regulation of nonstormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This article establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are:

A.

To regulate the contribution of pollutants to the MS4 by stormwater discharges by any user.

B.

To prohibit illicit connections and Discharges to the municipal separate storm sewer system.

C.

To delegate authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this article.

**§ 325-50. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

ADMINISTERING AUTHORITY — The Village Manager or the Director of Public Works.

AGRICULTURAL FACILITIES AND PRACTICES — Has the meaning given in § 281.16, Wis. Stats.

ATLAS 14 – The National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

AVERAGE ANNUAL RAINFALL — A typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WinSLAMM, P8, or

equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality., excluding snow, which is considered typical.

**BEST MANAGEMENT PRACTICE or BMP** — Structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

**BUSINESS DAY** — A day the office of the administering authority is routinely and customarily open for business.

**CEASE-AND-DESIST ORDER** — A court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the Village of Fox Point.

**COMBINED SEWER SYSTEM** — A system for conveying both sanitary sewage and stormwater runoff.

**CONNECTED IMPERVIOUSNESS** — An impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.

**CRITICAL TIME** — The period starting at the time of peak rainfall intensity with a duration equal to the time of concentration of the watershed.

**DESIGN STORM** — A hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.

**DEVELOPMENT** — The construction of buildings, roads, parking lots, and paved or unpaved storage areas.

**DIVISION OF LAND** — The creation from one parcel of two or more parcels of one or fewer acres each in area where such creation occurs at one time or through the successive partition within a five-year period.

**EFFECTIVE INFILTRATION AREA** — The area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.

**EROSION** — The process by which the land's surface is worn away by the action of wind, water, ice or gravity.

**EXCEPTIONAL RESOURCE WATERS** — Waters listed in § NR 102.11, Wis. Adm. Code.

**EXTRATERRITORIAL** — The unincorporated area within three miles of the corporate limits of a first, second, or third class city or within 1.5 miles of a fourth class city or village.

**FINAL STABILIZATION** — All land disturbing construction activities at the construction site have been completed and a uniform, perennial, vegetative cover has been established, with a density of at least 70% of the cover, for the unpaved areas and areas not covered by permanent structures, or employment of equivalent permanent stabilization measures.

**FINANCIAL GUARANTEE** — An irrevocable letter of credit, in a form approved by the Village Attorney, or similar guarantees that are approved by the Director of Public Works as to amount, and by the Village Attorney as to form, submitted to the administering authority by the responsible party to assure that requirements of this article are carried out in compliance with the stormwater management plan.

**FILTERING LAYER** — Soil that has at least a three-foot deep layer with at least 20 percent fines; or at least a 5-foot deep layer with at least 10 percent fines; or an engineered soil with an equivalent level of protection as determined by the Director of Public Works.

#### **ILLEGAL DISCHARGE**

Any direct or indirect Non-stormwater Discharge to the storm drainage system, except as exempted elsewhere in these ordinances. This includes, but is not limited to, activities related to spills, dumping and disposal of any substance or material.

#### **ILLICIT CONNECTIONS**

An illicit connection is defined as either of the following:

- A. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system, including but not limited to any conveyances which allow any Non-stormwater Discharge, including sewage, processed wastewater, and wash water, to enter the storm drain system and any connections to the storm drainage system from indoor drains and sinks, provided that said drain or connection had not been previously allowed, permitted, or approved in writing by the Village of Elm Grove; or
- B. Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system which has not been documented in plans, maps, or equivalent records and approved by the Village of Elm Grove.

**IMPERVIOUS SURFACE** — Any pavement or structural element that prevents rain, surface water runoff, or melting snow from infiltrating into the ground below, including, but not limited to, roofs and paved roads, driveways, and parking lots.

**INFILL AREA** — An undeveloped area of land located within an existing urban sewer service area, surrounded by development or development and natural or man-made features where development cannot occur.

**INFILTRATION** — The entry of precipitation or runoff into or through the soil.

**INFILTRATION SYSTEM** — A device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or roadside channels, designed for conveyance and pollutant removal only.

**KARST FEATURE** — An area or surficial geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps or swallets.

**LAND DISTURBING CONSTRUCTION ACTIVITY** — Any man-made alteration of the land

surface resulting in a change in the topography or existing vegetative or nonvegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land-disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

**MAINTENANCE AGREEMENT** — A legal document that provides for long-term maintenance of stormwater management practices.

**MEP or MAXIMUM EXTENT PRACTICABLE** — The highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with S. 285-29 of this ordinance. A level of implementing best management practices in order to achieve a performance standard specified in this article which takes into account the best available technology, cost-effectiveness and other competing issues, such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet the performance standards and may vary based on the performance standard and site conditions.

**NEW DEVELOPMENT** — Development resulting from the conversion of previously undeveloped land or agricultural land uses.

**NRCS MSE4 DISTRIBUTION** – A specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.

**OFF-SITE** — Located outside the property boundary described in the permit application.

**ON-SITE** — Located within the property boundary described in the permit application.

**ORDINARY HIGH-WATER MARK** — The meaning given in § NR 115.03(6), Wis. Adm. Code.

**OUTSTANDING RESOURCE WATERS** — Waters listed in § NR 102.10, Wis. Adm. Code.

**PERCENT FINES** — The percentage of a given sample of soil which passes through a No. 200 sieve.

**PERFORMANCE STANDARD** — A narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

**PERMIT** — A written authorization made by the administering authority to the applicant to conduct land-disturbing construction activity or to discharge postconstruction runoff to waters of the state.

**PERMIT ADMINISTRATION FEE** — A sum of money paid to the administering authority by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.

**PERVIOUS SURFACE** — An area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

**POLLUTANT** — The meaning given in § 283.01(13), Wis. Stats.

**POLLUTION** — The meaning given in § 281.01(10), Wis. Stats.

**POSTCONSTRUCTION SITE** — A construction site following the completion of land disturbing construction activity and final site stabilization.

**PREDEVELOPMENT CONDITION** — The extent and distribution of land cover types present before the initiation of land-disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

**PREVENTIVE ACTION LIMIT** — The meaning given in § NR 140.05(17), Wis. Adm. Code.

**PROTECTIVE AREA** — An area of land that commences at the top of the channel of lakes, streams, and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.

**PUBLIC RIGHT-OF-WAY** — Any road, alley, street, parking lot, sidewalk, plaza, mall, or pathway owned by or dedicated to a governmental unit.

**RECREATIONAL TRAIL** — A path that is:

- A. Distinctly set apart from a roadway, street, or sidewalk;
- B. Designed for activities such as jogging, walking, hiking, bird watching, bicycle riding, roller skating, or similar recreational activities not involving the use of motorized vehicles; and
- C. Not a sidewalk according to § 340.01(58), Wis. Stats.

**REDEVELOPMENT** — New development that replaces older development.

**REGIONAL FLOOD** — The peak flow and peak elevation of water with a one-percent probability of occurring during any one year, considering rainfall time and intensity patterns, rainfall duration, area distribution, antecedent moisture, and snow melt. The common misnomer, "one-hundred-year flood or floodplain" implies a temporal element rather than a one in 100 random probability of the event.

**RESPONSIBLE PARTY** — Any entity holding fee title to the property or other person contracted or obligated by other agreement to implement and maintain postconstruction stormwater BMPs.

**RUNOFF** — Stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

**SEPARATE STORM SEWER** — A conveyance or system of conveyances, including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all the following criteria:

- A. Is designed or used for collecting water or conveying runoff;
- B. Is not part of a combined sewer system;
- C. Is not draining to a stormwater treatment device or system; and
- D. Discharges directly or indirectly to waters of the state.

**SILVICULTURE ACTIVITY** — Activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

**SITE** — The entire area included in the legal description of the land on which the land disturbing construction activity occurred.

**STOP-WORK ORDER** — An order issued by the administering authority which requires that all construction activity on the site be stopped.

**STORMWATER MANAGEMENT PLAN** — A comprehensive plan designed to reduce the discharge of pollutants from stormwater after the site has undergone final stabilization following completion of the construction activity.

**STORMWATER MANAGEMENT SYSTEM PLAN** — A comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

**TECHNICAL STANDARD** — A document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

**TIME OF CONCENTRATION** — The time period for the furthest runoff from the outlet of a watershed to contribute to flow at the watershed outlet.

**TOP OF THE CHANNEL** — An edge, or point on the landscape, landward from the ordinary high-water mark of a surface water of the state, where the slope of the land begins to be less than 12% continually for at least 50 feet. If the slope of the land is 12% or less continually for the initial 50 feet landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.

**TOTAL MAXIMUM DAILY LOAD (TMDL)** — The amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.

**TP-40** — Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.

**TR-55** — The United States Department of Agriculture, Natural Resources Conservation Service (previously Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986.

**TSS** — Total suspended solids.

**TYPE II DISTRIBUTION** — A rainfall type curve as established in the United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published 1973. The Type II curve is applicable to all of Wisconsin and represents the most intense storm pattern.

**VILLAGE OF ELM GROVE** — When referring to the governing body and not the geographical area, means Village Board of Trustees.

**WATER QUALITY MANAGEMENT** — The stormwater standards and duties established under the Clean Water Act, 33 U.S.C. § 1251 et seq., parallel state law regulating the discharge of pollutants, and implementing regulations.

**WATER QUANTITY MANAGEMENT** — Runoff management requirements to manage the volume, timing, and peak flow rate from development or redevelopment pursuant to Chapter 13 of the Milwaukee Metropolitan Sewerage District (MMSD) rules as implemented and enforced by this municipality.

**WATERS OF THE STATE** — The meaning given in § 281.01(18), Wis. Stats.

#### **§ 325-51. Applicability.**

This article shall apply to all water entering the storm drainage system or MS4 generated on any developed and undeveloped lands unless explicitly exempted by the Elm Grove Public Works Director.

#### **§ 325-52. Responsibility for administration.**

The Elm Grove Public Works Director shall administer, implement, and enforce the provisions of this article. Any powers granted or duties imposed upon Elm Grove may be delegated in writing by the Elm Grove Public Works Director to persons or entities acting in the beneficial interest of or in the employ of the Village of Elm Grove or as otherwise directed by the Elm Grove Board of Trustees.

#### **§ 325-53. Ultimate responsibility.**

The standards set forth herein and incorporated by reference from the Wisconsin Statutes and the Wisconsin Administrative Code as they may relate to point and nonpoint sources of pollution and promulgated pursuant to this article are minimum standards; therefore, this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

#### **§ 325-54. Discharge prohibitions; exemptions.**

##### **A.**

Prohibition of illegal discharges. No person shall discharge or cause to be discharged into the storm drainage system or MS4 or watercourses any materials, including but not limited to pollutants or waters containing any pollutants, that cause or contribute to a violation of applicable water quality standards as referenced in § [325-50](#), above, other than stormwater. The commencement, conduct or

continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

(1)

The following discharges are exempt from discharge prohibitions established by this article: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration into storm drains, uncontaminated pumped groundwater, foundation or footing drains or sump pump (not including active groundwater dewatering systems), crawl space pumps, air-conditioning condensation, springs, individual residential washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if dechlorinated, typically less than one ppm chlorine), fire-fighting activities, and any other water source not containing pollutants.

(2)

Discharges specified in writing by the Elm Grove Public Works Director as being necessary to protect public health and safety.

(3)

Dye testing is an allowable discharge, but requires notification to the Elm Grove Public Works Department prior to the time of the test.

(4)

The prohibition shall not apply to any nonstormwater discharge permitted under a WPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Wisconsin Department of Natural Resources, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

B.

Prohibition of illicit connections.

(1)

The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.

(2)

This prohibition expressly includes, without limitation, illicit connections made in the past, unless the connection:

(a)

was permissible under law or practices applicable or prevailing at the time of connection; and

(b)

Was documented as allowable contemporaneously with the installation of each connection; and

(c)

Does not currently allow any pollutant to enter the MS4.

(3)

A person shall be deemed to be in violation of this article if the person connects a line conveying sewage to the MS4 or allows such a connection to continue. In the event there is any modification of a property or structure that requires a permit of any kind, all connections that may otherwise presently be illicit connections shall be corrected even if they have a documented allowable prior status.

**§ 325-55. Suspension of MS4 access.**

A.

Suspension due to illicit discharges in emergency situations. The Public Works Director may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment or to the health or welfare of persons or to the MS4 or navigable waters of the State of Wisconsin, as defined by Wisconsin case law. If the violator fails to comply with a suspension order issued in an emergency, the Elm Grove Public Works Director may take such steps as deemed necessary to prevent or minimize damage to the MS4 or navigable waters of the State of Wisconsin or to minimize danger to persons.

B.

Suspension due to the detection of illicit discharge.

(1)

Any person discharging to the MS4 in violation of this article may have its MS4 access terminated if such termination would abate or reduce an illicit discharge. The Elm Grove Public Works Director or his designee will notify a violator of the proposed termination of its MS4 access. The violator may petition the Elm Grove Public Works Director or his designee for a reconsideration and hearing.

(2)

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section without the prior written approval of the Elm Grove Public Works Director.

**§ 325-56. Industrial or construction activity discharges.**

Any person subject to an industrial or construction activity WPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Public Works Director prior to the allowing of discharges to the MS4.

**§ 325-57. Monitoring of discharges.**

**A.**

Applicability. This section applies to all facilities that have stormwater discharges associated with industrial activity, including, but not limited to, construction activity.

**B.**

Access to facilities.

**(1)**

The Public Works Director or his designee, having reasonable cause, shall be permitted to enter and inspect facilities subject to this article as often as may be necessary to determine compliance with this article. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the Elm Grove Public Works Director.

**(2)**

Owners or their agent(s) shall allow the Public Works Director access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of a WPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.

**(3)**

The Public Works Director, having reasonable cause, shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Elm Grove Public Works Director to conduct monitoring and/or sampling of the facility's stormwater discharge.

**(4)**

The Public Works Director, having reasonable cause, shall have the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

**(5)**

Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Public Works Director and shall not be replaced. The costs of clearing such access shall be borne by the operator.

**(6)**

Unreasonable delays in allowing the Public Works Director access to a permitted facility is a violation of a stormwater discharge permit and of this article. A person who is the operator of a

facility with a WPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the Elm Grove Public Works Director or his designee reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this article.

(7)

If the Public Works Director or his designee has been refused access to any part of the premises from which stormwater is discharged, and he is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Elm Grove Public Works Director or his designee may seek issuance of a special inspection warrant pursuant to § 66.0119, Wis. Stats., from any court of competent jurisdiction.

**§ 325-58. Prevention, control and reduction of stormwater pollutants by use of best management practices.**

The Public Works Director may provide requirements identifying best management practices (BMP) for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the State of Wisconsin. The owner or operator of a commercial or industrial establishment shall provide, at its own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and nonstructural BMPs. Further, any person responsible for a property or premises which is, or may be, the source of an illicit discharge may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system.

Compliance with all terms and conditions of a valid WPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPP) as necessary for compliance with requirements of the WPDES permit.

**§ 325-59. Waters of the State of Wisconsin protection.**

Every person owning or occupying property through which waters of the State of Wisconsin passes shall keep and maintain that part of the waters of the State of Wisconsin within the property free of pollution.

**§ 325-60. Notification of spills.**

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the State of Wisconsin, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify

the Elm Grove Police Department of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the Village of Elm Grove in person or by phone or facsimile within 24 hours of becoming aware of the release. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Public Works Director within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

**§ 325-61. Enforcement.**

A.

Notice of violation. Whenever the Public Works Director finds that a person has violated a prohibition or failed to meet a requirement of this article, he may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation:

(1)

The performance of monitoring, analyses, and reporting;

(2)

The elimination of illicit connections or discharges;

(3)

That violating discharges, practices, or operations shall cease and desist;

(4)

The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

(5)

Payment of administrative and remediation costs; and

(6)

The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that should the violator fail to remediate or restore within the established deadline, the work will be done by a subcontractor and the expense thereof shall be imposed as a special charge under § 66.0627, Wis. Stats., and § 325-61 hereafter.

**§ 325-62. Appeal of notice of violation.**

Any person receiving a notice of violation may appeal the determination of the Elm Grove Public Works Director. The notice of appeal must be received within 90 days from the date of the notice of

violation. Hearing on the appeal before the Elm Grove Board of Appeals shall take place within a reasonable time from the date of receipt of the notice of appeal.

**§ 325-63. Enforcement measures after appeal.**

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation or, in the event of an appeal, within 30 days following the decision of the Elm Grove Board of Appeals upholding the decision of the Elm Grove Public Works Director, then representatives of the Elm Grove Public Works Director may, upon prior notice, enter upon the subject property, unless the property owner presents a compliance plan with specific and prompt implementation dates, and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the representatives of the Village of Elm Grove or its designated contractor to enter upon the premises for the purposes set forth above.

**§ 325-64. Cost of abatement of the violation.**

Cost recovery. Upon notification from the Director of Public Works that a violation of this article has been identified, the Village Clerk shall charge the property owner found to be in violation of this article the costs associated with abatement and correction, including administrative in full. The Village of Elm Grove may recover all attorney's fees, court costs and other expenses associated with enforcement of this article, including sampling and monitoring expenses. Such costs shall be imposed as a special charge pursuant to § 66.0627, Wis. Stats. Such costs shall be due in full within 35 days upon mailing of invoice. Pursuant to § 66.0627, Wis. Stats., all costs so charged and not paid when due shall constitute a lien upon such property and may be assessed and collected as a special charge on the next property tax bill if not paid within the thirty-day period upon invoicing. Interest at 1% per month shall be assessed on any unpaid balance. The Village shall establish a reasonable charge for the costs of administration and enforcement imposed hereunder.

**§ 325-65. Injunctive relief.**

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. If a person has violated or continues to violate the provisions of this article, the Village Attorney, upon the concurrence of the Director of Public Works and the Village Manager, may petition for a preliminary or permanent injunction from the Circuit Court of Waukesha County restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. The seeking of injunctive relief shall not preclude the seeking of any other enforcement or cause of action allowable by law.

**§ 325-66. Violations deemed a public nuisance.**

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, and welfare and is declared and deemed a public nuisance and may be summarily abated or restored at the violator's expense and/or a civil action to abate, enjoin, or otherwise compel the cessation of such

public nuisance may be taken. The bringing of a public nuisance action shall not preclude the seeking of any other enforcement or cause of action allowable by law.

**§ 325-67. Fine.**

Violation of Article [IV](#) of Chapter [325](#), Stormwater and Sewer Illicit Discharge Connection, shall result in a fine as in § [1-16](#) of the Village of Elm Grove Code of Ordinances, as amended from time to time by the Village of Elm Grove Board of Trustees.

**§ 325-68. Remedies not exclusive.**

The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the Director of Public Works to seek cumulative remedies.

**Section 2:** This ordinance shall take effect and be in full force from and after its passage and publication by posting.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

VILLAGE OF ELM GROVE

By: \_\_\_\_\_

Jim Koleski, Village President

ATTEST:

\_\_\_\_\_

Crystal Turner, Village Clerk/Deputy Treasurer

Village of Elm Grove  
Ordinance Revisions for MS4 Compliance  
November 2025



BIDDER: C.W. Purpero, Inc.

DOCUMENT 00 41 10

**BID FORM**

Underwood Creek Daylighting  
FILE NO. 193806812 Village  
of Elm Grove, WI  
2026

THIS BID IS SUBMITTED TO:

The Village of Elm Grove electronically through Quest vBid.

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents that:

A.

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>1/16/26</u>
<u>2</u>	<u>1/22/26</u>

B.

Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C.

Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D.

Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at, or contiguous to, the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at, or contiguous to, the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E.

Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at, or contiguous to, the Site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F.

Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G.

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

4.01 Bidder further represents that:

- A. The prices in this Bid have been arrived at independently, without consultation, communication, or agreement as to any matters relating to such prices with any other Bidder or with any competitor for the purpose of restricting competition.
- B. The prices in this Bid have not or will not be knowingly disclosed to any other Bidder or competitor prior to opening of the Bids.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

4.02 Bidder understands that the law may require the Owner, or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Bidder's responsiveness, responsibility, and qualifications before awarding a contract. Bidder hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Bidder's rights to challenge a contract pursuant to law.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

All specific cash allowances are included in the price(s) set forth below and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be Substantially Completed and completed and ready for Final Payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of 5 percent.

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on January 27th, 2026

If Bidder Is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business Street Address (No P.O. Box #'s):  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner)

Name (typed or printed): \_\_\_\_\_

Business Street Address (No P.O. Box #s):  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Corporation

Corporation Name: C.W. Purpero, Inc. (SEAL)

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): General Business

By: *Phillip A. Purpero*  
(Signature)

Name (typed or printed): Phillip A Purpero

Title: President

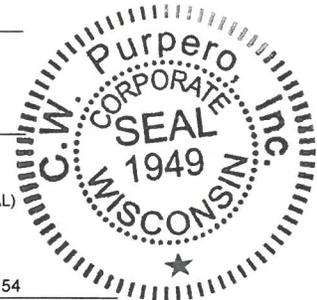
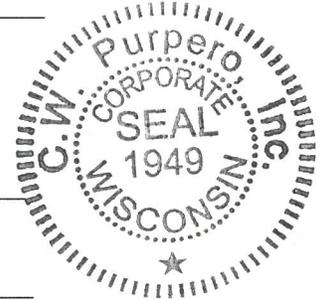
Attest *CE Ann Ellis* (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business Street Address (No P.O. Box #s): 7030 South 13th St., Oak Creek, WI 53154

Phone No.: 414-856-2850 Fax No.: 414-856-2856

A Joint Venture

Joint Venture Name: \_\_\_\_\_ (SEAL)



By: \_\_\_\_\_  
(Signature of joint venture partner)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Street Address (No P.O. Box #'s): \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Phone and Fax Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

## SECTION 00 52 10

### AGREEMENT FORM

THIS AGREEMENT is by and between Village of Elm Grove (hereinafter called Owner) and \_\_\_\_\_ (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: demolition and abandonment of the existing Underwood Creek channel culvert and stream channel between Watertown Plank Road and Wall Street; new channel excavation and construction; soil disposal; concrete retaining wall construction; quarry stone bank armoring; new road crossing culvert construction at Wall Street; pedestrian bridge; storm sewer construction; asphalt road and parking lot paving; concrete curb and gutter and sidewalk construction; landscaping and restoration of areas disturbed during construction; maintenance of vegetation and plant items.

#### ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally referred to as follows: Underwood Creek Daylighting

#### ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Stantec.
- 3.02 The Owner has retained Stantec (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. Contractor agrees to Commencement of Work within six months after the date the Owner issues the Notice to Proceed.
1. Commencement of Work is defined as the date on which the Contractor begins mobilizing construction equipment to the project site.
  2. Contractor shall provide Owner written notification of the date corresponding to Commencement of Work a minimum of 10 days prior to mobilizing.
- B. Contractor agrees to complete the construction, in all respects, such that it is ready for final payment in accordance with Paragraph 15.06 of the General Conditions, within 1,590 days (4.5 years) from the Commencement of Work.

- C. The time for completion of the Contract shall be 1,590 days (4.5 years) from the Commencement of Work. Two schedule milestones prior to completion of the Contract are identified below.
  - 1. Milestone 1: Time for completion of the Contract, not including final seeding, planting or the 3-year post-construction vegetation maintenance, is 365 days (one year) from the Commencement of Work.
  - 2. Milestone 2: Time for completion of the Contract, not including the 3-year post-construction vegetation maintenance, shall be 495 days (1.5 years) from the Commencement of Work.
- D. The Owner may, in its sole discretion, deduct the post-construction vegetation maintenance work from the Contract, provided a separate Vegetation Maintenance Contract is executed between the Owner and the Landscape and Vegetation Maintenance Contractor. Should this occur, related lump sum amounts in the Bid for Vegetation Maintenance shall be deducted from the Contract.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. In the event the Bidder is awarded the Contract and fails to complete the work within the time limits or extended time limits agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the daily rate of \$800 until the work is finished as provided by the Contract Documents. Owner may apply liquidated damages to Milestone 1, Milestone 2, and Contract completion.

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work at the prices stated in Contractor's Bid, attached hereto as an exhibit. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

## 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings bearing the following general title: Underwood Creek Daylighting.
  - 8. Addenda (numbers █ to █, inclusive).

9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2026 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Village of Elm Grove \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

**END OF SECTION**

## CWP Watercourse Projects Past 5 Years

### **Reference #1:**

**Pike River Streambank Restoration at Petrifying Springs Park Phase III**

**\$2,260,974.00**

Project Start: May 2025

Anticipated Project Completion: October 2025

### Owner:

County of Kenosha Division of Parks

19600 75<sup>th</sup> Street, Bristol, WI 53104

Contact: Wyatt Moore 262-857-1899

[wyatt.moore@kenoshacounty.org](mailto:wyatt.moore@kenoshacounty.org)

### Engineer:

Inter-Fluve – Nick Jordan 651-243-9700

N652 State Road 113

Lodi, WI 53555

### Contractor Field Representatives:

James Barrett – Project Manager

Shawn Oddis – Project Superintendent

### Project Description:

This project shall include excavation, clearing and grubbing, erosion control, seeding and fertilizing, pedestrian bridge removal and replacement, and stream course change. Adding stream features, gravel pathways along stream and vegetation maintenance.

### **Reference #2:**

**Honey Creek Stream Restoration**

**\$4,200,000.00**

Project Start: September 2022

Project Completion: 2024

### Owner:

City of Greenfield

7325 W. Forest Home Avenue,

Room 204, Greenfield, WI 53220

Contact: Jeff Katz - City Engineer 414-939-8322

[jeffrey.katz@greenfieldwi.us](mailto:jeffrey.katz@greenfieldwi.us)

### Engineer:

Ruekert Mielke – Nicholas Conner 262-953-3076

W233N2080 Ridgeview Pkwy,

Waukesha, WI 53188

### Contractor Field Representatives:

James Barrett – Project Manager

Shawn Oddis – Project Superintendent

### Description

Project involves the stabilization and restoration of approximately 1,500 lineal feet of the headwaters of Honey Creek. Project includes, but is not limited to site clearing, tree removal, erosion control grading and excavation, creek bypassing, channel realignment, storm sewers and RCB culverts, integrated bank treatment, natural channel design, pedestrian bridge, board walks, gravel and asphalt trails, lighting, native vegetation restoration and vegetation maintenance.

**Reference #3:**

**Pike River Streambank Restoration at Petrifying Springs Park Phase II**

**\$1,499,525.00**

Project Start: May 2021

Project Completion: December 2021

Owner:

County of Kenosha Division of Parks  
19600 75<sup>th</sup> Street, Bristol, WI 53104  
Contact: Wyatt Moore 262-857-1899  
[wyatt.moore@kenoshacounty.org](mailto:wyatt.moore@kenoshacounty.org)

Engineer:

Inter-Fluve – Nick Jordan 651-243-9700  
N652 State Road 113  
Lodi, WI 53555

Contractor Field Representatives:

James Barrett – Project Manager  
Shawn Oddis – Project Superintendent

Description

This project shall include excavation, clearing and grubbing, erosion control, seeding and fertilizing, bridge removal and replacement, and stream course change. Adding stream features, Lannon stone steps and gravel pathways along stream.

**Reference #4:**

**Kinnickinnic River Reach 2: Pulaski Park**

**\$11,304,292.00**

Project Start: August 2018

Project Completion: 2020

Owner:

Milwaukee Metropolitan Sewerage District  
260 W. Seeboth St. Milwaukee, WI 53204  
Contact: Patrick Elliott 414-225-2168  
[pelliott@mmsd.com](mailto:pelliott@mmsd.com)

Engineer:

Graef  
275 West Wisconsin Avenue  
Suite 300  
Milwaukee, WI 53203

Contractor Field Representatives:

James Barrett – Project Manager  
Shawn Oddis – Project Superintendent

Project Description:

The project consists of removing approximately 1,600 feet of existing concrete channel within the KK River, regrading and construction of new naturalized channel; temporary erosion and sedimentation control measures, rerouting of river flow during construction, excavation and removal of soil material during channel construction, soil testing and hauling offsite; new watercourse channel construction, structural modifications to bridge, relocation of existing sanitary sewer, storm sewer and water main; improvements to the park, surface restoration with new pathways, plazas including brick pavers, dry laid quarry stone retaining wall overlooks, quarry stone slope block treatment, quarry stone trail markers and monuments, naturalized river channel vegetation and landscaping.

**Reference #5:**

**Beaver Creek Restoration**

**\$688,859**

Project Start: August 2018

Project Completion: July 2019

Owner:

Village of Brown Deer

8950 N Arbon Street, Brown Deer, WI 53233

Contact: Matt Maederer 414-357-0120

[mmaederer@browndeerwi.org](mailto:mmaederer@browndeerwi.org)

Engineer:

Ruekert Mielke – Terry Tavera 262-542-5733

W233N2080 Ridgeview Pkwy,

Waukesha, WI 53188

Contractor Field Representatives:

James Barrett – Project Manager

Shawn Oddis – Project Superintendent

Description

Project involves approximately 19,000 S.Y. of creek bank excavation filling and grading, 1,700 L.F. of creek realignment, 3,500 S.Y. of concrete channel removal, and 2,200 L.F. of multi-use trail replacement. Project also includes, but not limited to creek bypassing, erosion control, riprap placement, fish riffle construction, geotextile wrapped soil lifts, restoration involving erosion matting and native seed. Completed 2019.



**CW Purpero Comparison**

January 27, 2026						Difference (2025 - 2026)		May 20, 2025					
Item	Description	UNIT	QTY	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Description	UNIT	QTY	Item
1	Mobilization, Demobilization, And Site Preparation	LS	1	\$180,000.00	\$180,000.00	\$24,000.00	\$24,000.00	\$204,000.00	\$204,000.00	Mobilization, Demobilization, And Site Preparation	LS	1	1
2	Lighting Removal and Reinstallation	LS	1	\$29,000.00	\$29,000.00	\$14,000.00	\$14,000.00	\$43,000.00	\$43,000.00	Lighting Removal and Reinstallation	LS	1	2
3	Clearing and Grubbing	LS	1	\$20,000.00	\$20,000.00	(\$5,000.00)	(\$5,000.00)	\$15,000.00	\$15,000.00	Clearing and Grubbing	LS	1	3
4	Asphalt Removal	SY	12000	\$3.25	\$39,000.00	\$0.35	\$4,920.00	\$3.60	\$43,920.00	Asphalt Removal	SY	12,200	4
5	Concrete Sidewalk Removal	SY	50	\$20.00	\$1,000.00	\$3.00	(\$310.00)	\$23.00	\$690.00	Concrete Sidewalk Removal	SY	30	5
6	Curb and Gutter Removal	LF	700	\$5.00	\$3,500.00	\$2.00	\$1,610.00	\$7.00	\$5,110.00	Curb and Gutter Removal	LF	730	6
7	Railroad Bridge Removal	LS	1	\$46,000.00	\$46,000.00	\$15,000.00	\$15,000.00	\$61,000.00	\$61,000.00	Railroad Bridge Removal	LS	1	7
8	Culvert/Channel Complete Removal	LS	1	\$30,000.00	\$30,000.00	\$2,000.00	\$2,000.00	\$32,000.00	\$32,000.00	Culvert/Channel Complete Removal	LS	1	8
9	Culvert/Channel Partial Removal	LS	1	\$12,000.00	\$12,000.00	\$23,000.00	\$23,000.00	\$35,000.00	\$35,000.00	Culvert/Channel Partial Removal	LS	1	9
10	Culvert Bulkhead	LS	1	\$60,000.00	\$60,000.00	\$185,000.00	\$185,000.00	\$245,000.00	\$245,000.00	Culvert Abandonment with Cellular Concrete	LS	1	10
11	Well Abandonment	EA	6	\$1,300.00	\$7,800.00	\$500.00	\$3,000.00	\$1,800.00	\$10,800.00	Well Abandonment	EA	6	11
12	Miscellaneous Demolition and Disposal	LS	1	\$37,000.00	\$37,000.00	(\$11,000.00)	(\$11,000.00)	\$26,000.00	\$26,000.00	Miscellaneous Demolition and Disposal	LS	1	12
13	Cast-In-Place Retaining Wall (East)	LS	1	\$320,000.00	\$320,000.00	\$211,000.00	\$211,000.00	\$531,000.00	\$531,000.00	Cast-In-Place Retaining Wall (East)	LS	1	13
14	Cast-In-Place Retaining Wall (West)	LS	1	\$738,000.00	\$738,000.00	\$139,000.00	\$139,000.00	\$877,000.00	\$877,000.00	Cast-In-Place Retaining Wall (West)	LS	1	14
							\$51,000.00	\$51,000.00	\$51,000.00	Lighting	LS	1	15
15	Excavation, Grading, and Disposal of Exempt Materials	LS	1	\$314,000.00	\$314,000.00	\$20,000.00	\$20,000.00	\$334,000.00	\$334,000.00	Excavation, Grading, and Disposal of Exempt Materials	LS	1	16
16	Excavation, Grading, and Landfill Disposal of Non-Exempt Material	LS	1	\$1,304,000.00	\$1,304,000.00	\$182,000.00	\$182,000.00	\$1,486,000.00	\$1,486,000.00	Excavation, Grading, and Landfill Disposal of Non-Exempt Material	LS	1	17
17	Impervious Fill Layer of Soil Cap	CY	50	\$34.00	\$1,700.00	\$6.00	\$300.00	\$40.00	\$2,000.00	Impervious Fill Layer of Soil Cap	CY	50	18
18	Wall Street Roadway	SY	470	\$68.00	\$31,960.00	\$9.00	\$4,230.00	\$77.00	\$36,190.00	Wall Street Roadway	SY	470	19
19	Parking Lot Asphalt Paving	SY	9065	\$36.50	\$330,872.50	\$1.00	\$11,990.00	\$37.50	\$342,862.50	Parking Lot Asphalt Paving	SY	9,143	20
20	East Path	SY	1070	\$42.50	\$45,475.00	\$2.80	\$4,355.00	\$45.30	\$49,830.00	East Path and Wall Street Path	SY	1,100	21
21	Concrete Curb and Gutter	LF	1115	\$41.00	\$45,715.00	\$2.00	(\$3,790.00)	\$43.00	\$41,925.00	Concrete Curb and Gutter	LF	975	22
22	Concrete Sidewalk	SF	440	\$13.25	\$5,830.00	\$7.75	\$6,770.00	\$21.00	\$12,600.00	Concrete Sidewalk	SF	600	23
23	Pedestrian Bridge - Structure	LS	1	\$86,000.00	\$86,000.00	(\$5,000.00)	(\$5,000.00)	\$81,000.00	\$81,000.00	Pedestrian Bridge - Structure	LS	1	24
24	Pedestrian Bridge - Abutment	EA	2	\$36,000.00	\$72,000.00	\$4,000.00	\$8,000.00	\$40,000.00	\$80,000.00	Pedestrian Bridge - Abutment	EA	2	25
25	Topsoil	CY	2640	\$47.00	\$124,080.00	\$4.00	\$1,890.00	\$51.00	\$125,970.00	Topsoil	CY	2,470	26
26	Native Seeding - Zones A & B	SY	1850	\$3.00	\$5,550.00	(\$0.50)	(\$925.00)	\$2.50	\$4,625.00	Native Seeding Zones A & B	SY	1,850	27
27	Native Seeding - Zone C	SY	5050	\$1.70	\$8,585.00	(\$0.10)	(\$2,761.00)	\$1.60	\$5,824.00	Native Seeding Zone C	SY	3,640	28
28	Turf Seeding - Zone D	SY	3170	\$1.25	\$3,962.50	(\$0.15)	\$338.50	\$1.10	\$4,301.00	Turf Seeding Zone D	SY	3,910	29
29	Live Stakes (Dormant Woody Cuttings)	EA	2220	\$5.00	\$11,100.00	\$1.00	(\$2,100.00)	\$6.00	\$9,000.00	Live Stakes (Dormant Woody Cuttings)	EA	1,500	30
30	Shrubs	EA	406	\$100.00	\$40,600.00	\$6.00	(\$14,100.00)	\$106.00	\$26,500.00	Shrubs	EA	250	31
31	Trees	EA	45	\$500.00	\$22,500.00	\$17.00	(\$1,820.00)	\$517.00	\$20,680.00	Trees	EA	40	32
32	Vegetation Maintenance	LS	1	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	\$23,000.00	Vegetation Maintenance	LS	1	33
33	Storm Sewer Pipe RCP 12-Inch	LF	304	\$79.00	\$24,016.00	\$4.00	\$1,216.00	\$83.00	\$25,232.00	Storm Sewer Pipe Rcp 12-Inch	LF	304	34
34	Storm Sewer Pipe RCP 18-Inch	LF	198	\$109.00	\$21,582.00	(\$32.00)	(\$6,336.00)	\$77.00	\$15,246.00	Storm Sewer Pipe Rcp 18-Inch	LF	198	35
35	Storm Sewer Pipe RCP 24-Inch	LF	118	\$123.00	\$14,514.00	\$3.00	\$3,756.00	\$126.00	\$18,270.00	Storm Sewer Pipe Rcp 24-Inch	LF	145	36
36	Storm Sewer Pipe RCP 36-Inch	LF	302	\$227.00	\$68,554.00	(\$45.00)	(\$13,590.00)	\$182.00	\$54,964.00	Storm Sewer Pipe Rcp 36-Inch	LF	302	37
37	Storm Sewer Pipe HE RCP 34x53-Inch	LF	234	\$293.00	\$68,562.00	\$28.00	\$6,552.00	\$321.00	\$75,114.00	Storm Sewer Pipe HE RCP 34x53-Inch	LF	234	38
38	34x53-Inch Concrete Apron Endwall	EA	1	\$21,000.00	\$21,000.00	(\$3,000.00)	(\$3,000.00)	\$18,000.00	\$18,000.00	34x53-Inch Concrete Apron Endwall	EA	1	39
39	Storm Sewer Manhole 48-Inch	EA	7	\$3,600.00	\$25,200.00	\$363.00	\$2,541.00	\$3,963.00	\$27,741.00	Storm Sewer Manhole 48-Inch	EA	7	40
40	Storm Sewer Manhole 60-Inch	EA	3	\$6,000.00	\$18,000.00	\$55.00	\$165.00	\$6,055.00	\$18,165.00	Storm Sewer Manhole 60-Inch	EA	3	41
41	Storm Sewer Manhole 96-Inch	EA	1	\$13,000.00	\$13,000.00	\$1,725.00	\$1,725.00	\$14,725.00	\$14,725.00	Storm Sewer Manhole 96-Inch	EA	1	42
42	Storm Sewer Catch Basin 2'x3'	EA	1	\$3,500.00	\$3,500.00	\$936.00	\$936.00	\$4,436.00	\$4,436.00	Storm Sewer Catch Basin 2'x3'	EA	1	43
43	Remove and Replace Storm Casting	EA	1	\$1,800.00	\$1,800.00	(\$68.00)	(\$68.00)	\$1,732.00	\$1,732.00	Remove and Replace Storm Casting	EA	1	44
44	Wall Street Box Culvert	LS	1	\$575,000.00	\$575,000.00	\$180,000.00	\$180,000.00	\$755,000.00	\$755,000.00	Wall Street Arch Culvert	LS	1	45
45	Quarry Stone Bank	TON	2280	\$483.00	\$1,101,240.00	\$29.50	\$322,997.50	\$512.50	\$1,424,237.50	Quarry Stone Bank	TON	2,779	46
46	Riprap Quarry Stone Bank Transitions	TON	610	\$108.00	\$65,880.00	(\$14.00)	\$12,140.00	\$94.00	\$78,020.00	Riprap Quarry Stone Bank Transitions	TON	830	47
47	Vegetated Riprap Bank	CY	40	\$263.00	\$10,520.00	(\$41.00)	\$580.00	\$222.00	\$11,100.00	Vegetated Riprap Bank	CY	50	48
48	Heavy Riprap Energy Dissipator	TON	300	\$89.00	\$26,700.00	\$0.00	\$890.00	\$89.00	\$27,590.00	Heavy Riprap Energy Dissipator	TON	310	49
49	Bank Protection	SY	1320	\$12.00	\$15,840.00	\$1.00	\$1,450.00	\$13.00	\$17,290.00	Bank Protection	SY	1,330	50
50	Erosion Control Fabric	SY	5050	\$3.30	\$16,665.00	\$0.50	(\$3,593.00)	\$3.80	\$13,072.00	Erosion Control Fabric	SY	3,440	51
51	Mulch	SY	3170	\$1.00	\$3,170.00	\$0.00	\$740.00	\$1.00	\$3,910.00	Mulch	SY	3,910	52
52	Riffle Construction	CY	570	\$110.00	\$62,700.00	\$0.00	\$0.00	\$110.00	\$62,700.00	Riffle Construction	CY	570	53
53	Boulder Brush Run Construction	CY	370	\$156.00	\$57,720.00	(\$2.00)	(\$3,820.00)	\$154.00	\$53,900.00	Boulder Brush Run Construction	CY	350	54
54	Glide Construction	CY	130	\$100.00	\$13,000.00	\$15.00	\$800.00	\$115.00	\$13,800.00	Glide Construction	CY	120	55
55	Foundation Stabilization	CY	140	\$137.00	\$19,180.00	\$8.00	(\$330.00)	\$145.00	\$18,850.00	Foundation Stabilization	CY	130	56
56	Toe Wood	LF	415	\$135.00	\$56,025.00	\$22.00	\$9,130.00	\$157.00	\$65,155.00	Toe Wood	LF	415	57
57	Sanitary Manhole 48 Inch	EA	1	\$11,000.00	\$11,000.00	-	(\$11,000.00)						
58	Sanitary Sewer Pipe PVC 21-Inch	LF	23	\$509.00	\$11,707.00	-	(\$11,707.00)						
	<b>Total:</b>				<b>\$6,326,305.00</b>		<b>\$1,358,772.00</b>		<b>\$7,685,077.00</b>				

## Richard Paul Jr

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**From:** Klein, Richard <Richard.Klein@stantec.com>  
**Sent:** Tuesday, January 27, 2026 3:59 PM  
**To:** Tom P. Harrigan  
**Cc:** Richard Paul Jr  
**Subject:** Underwood Creek Daylighting \_ Bid tabulation and recommendation for award  
**Attachments:** Bid Tabulation\_Underwood Creek Daylighting\_Jan 27 2026.pdf; Bidder Qualification Information.pdf; 00 41 00 List of Subcontractors.pdf; Bid Bond.pdf; Bid Form Signature and Sworn Statement.pdf

Tom, I've attached the following documents from the bid opening earlier today:

1. Bid tabulation
2. Low bidder's supporting documentation (Purpero), including:
  - Bid bond.
  - Bid form signature and sworn statement.
  - Bidder qualification information.
  - Subcontractor list.

(Note, I can forward the other five bidders' documents as well if those are desired.)

Purpero's documents seem to be in order. They are the low bidder and appear to be responsible and responsive.

I therefore recommend contract award to Purpero.

### Richard Klein PE

Direct: 262-643-9025  
Mobile: 414 708-2500  
Richard.Klein@stantec.com



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**RECREATION COMMITTEE MINUTES**  
**March 10, 2026 \* 5:30 PM \* Park View Room**

13600 Juneau Boulevard  
Elm Grove, WI 53122

3/10/2026 - Minutes

**1. Call Meeting to Order/Roll Call**

**Chairman Hillmann** called the meeting to order at 5:32 pm.

Present: Trustee Hillmann, Trustee Olson, Allison Kelly, Stacy Barry Coffey, Dr. Susan Retzack

Also Present: Isabella Naughton

Excused: Trustee Sayas, Ryan Black, Patrick McNally

**2. Approval of Minutes**

**No action taken. Minutes will be approved at the next Recreation Committee Meeting.**

**3. Recreation Manager Update**

**A. Small Wins**

**1. Summer Recreation Guide**

**Recreation Manager Naughton** reported that the recreation guide was successfully distributed to residents at the beginning of March as planned. Registration will open on Monday, March 16th. Every resident should have received a physical copy by mail, with additional copies available at Village Hall and the library for those who did not receive one or misplaced theirs. The guide is also posted on the village website.

**Recreation Manager Naughton** explained that after consulting with other municipalities that attempted to transition to completely virtual formats, she recommends continuing with physical copies as other communities have not seen success with digital-only distribution and some have returned to physical mailings. **Chairman Hillmann** agreed that despite the cost of postage and paper, the physical format remains effective in keeping recreation programs visible to residents.

## 2. New Berlin Collaboration

The recreation guide includes two new collaborative offerings with New Berlin's recreation department - chess and dance programs. This partnership, which had previously existed but diminished in recent years, is being revived. Both communities will offer limited slots in selected programs to each other's residents. **Recreation Manager Naughton** indicated this collaboration has potential to grow in the future and noted there may be opportunities for partnerships with other municipalities as well.

## 3. CPO Licensing Course

**Recreation Manager Naughton** reported that she successfully completed her Certified Pool Operators licensing course in mid-February, ensuring the village is prepared for the upcoming pool season.

## 4. Summer Hiring

Hiring for summer positions is progressing well. All head guard positions have been filled, with Ava Hicks, Lauren Correa, and Molly Hickey returning in leadership roles. Nick Ripke will return as head camp counselor. The Village is actively working to fill remaining positions for desk attendants, tennis programming, and additional lifeguards. **Recreation Manager Naughton** expressed confidence that all positions will be filled, especially after the recreation guide distribution increases awareness of available positions.

**Dr. Retzack** asked about swim testing procedures for children at the pool. **Recreation Manager Naughton** confirmed that swim tests are conducted to ensure children are capable of being in appropriate areas of the pool, with tests typically administered by head guards though all lifeguards are trained in the procedure. Pool rules regarding swim testing are posted in the pool house.

Regarding staff training, **Recreation Manager Naughton** outlined the comprehensive safety preparation program. One large-scale in-service training will be conducted before the pool opens, involving EMS and fire personnel, with desk attendants participating in 911 calling scenarios. Two additional internal in-services will be held during the summer, with head guards running lifeguards through various emergency scenarios.

The pool is scheduled to open June 12th, which **Recreation Manager Naughton** explained is after public schools end for the year. While the pool could open earlier, the decision was made to wait until school lets out to ensure adequate staffing and attendance. The pool will close August 16th, with Monday the 17th beginning closing operations to prepare for pool liner replacement at the end of summer.

**Trustee Olson** expressed concern about the short season of just over two months given the pool's expense. **Recreation Manager Naughton** acknowledged this limitation but explained that this year's early closure is necessary due to the liner replacement project. She indicated the village will evaluate attendance data and staffing capabilities to potentially extend the season in future years. The committee noted that Wirth Park's pool operates from June 6th through August 23rd, approximately one week longer on each end.

The recreation guide includes programs from Skyhawks Milwaukee and Milwaukee Social Sports. Skyhawks operates on a cost-sharing arrangement where the village retains 25% and the organization keeps 75% of program revenue. These programs were successful last year in terms of participation numbers.

**Dr. Retzack** noted that a softball tournament between Milwaukee Social Sport teams and local teams had been organized late last summer but only attracted three teams due to short notice and Labor Day weekend timing. **Recreation Manager Naughton** agreed to reach out to Milwaukee Social Sports about organizing a similar event with better advance planning.

**Dr. Retzack** complimented the guide's bright, colorful digital appearance but noted that pages with dark backgrounds are difficult to read in print. She particularly appreciated the clear swim lesson level descriptions. **Recreation Manager Naughton** acknowledged the feedback about background colors affecting readability.

**Dr. Retzack** questioned whether Third Space paid for their full-page advertisement in the guide. Naughton clarified it was provided free of charge as it promotes the beer garden, which generates revenue for the village through their partnership.

#### 4. Recommendation for BOT to accept Knowles Nelson DNR Grant

**Recreation Manager Naughton** provided an update on the boardwalk project costs. **Village Manager Tom, Assistant Village Manager Ethan, DPW Head Richard, and Recreation Manager Naughton** met with Custom Bridges and Boardwalks, a specialized vendor who provided a much more promising cost estimate of \$96,000, significantly lower than previous bids and closer to the grant's maximum of \$112,000. The vendor will conduct a site visit later in March to finalize the route and provide a realistic cost estimate.

This is a matching grant requiring the village to contribute \$56,000 to receive \$56,000 in grant funding. The project must be completed by June 30, 2028, which the vendor confirmed they can meet.

The proposed 6-foot-wide boardwalk would connect from a service drive at the back of Tonawanda School property to existing paved pathways in the park, requiring approximately two creek crossings. The route will be ADA accessible and comply with all wetland, floodplain, and waterway regulations, with DNR involvement throughout the process.

Committee members expressed enthusiasm for the project, noting it would provide valuable access for the school to use the park and offer residents on the northwest side a different walking experience. **Dr. Retzack** suggested that if additional funding becomes needed, community members might be willing to donate to support the project.

**Trustee Olson** noted that **Assistant Village Manager Ethan** had cautioned that rejecting the grant could negatively impact future grant applications with the state program.

The committee agreed that while a \$100,000+ boardwalk project would not be wise for the village to undertake independently, the grant opportunity makes it feasible and beneficial.

Tomorrow, **Recreation Manager Naughton** and village staff will meet with Elmbrook School District Facilities Director **Rick Domach** and **Kristin Olson** Tonawanda's principal to discuss the project and ensure their input and cooperation with the pathway connecting to their property.

**Motion by Dr. Retzack seconded by Kelly to recommend the approval of the Knowles Nelson DNR Grant to the BOT.**

**Motion passed: 5-0**

#### 5. Other Business

The committee discussed Third Space's contract renewal, which is approaching. The general plan is to extend the contract for another year with status quo terms. **Recreation Manager Naughton** reported that in her recent conversation with Third Space owner Andy, he expressed satisfaction with current arrangements and requested no significant changes. The committee requested that usage and revenue numbers from the added Wednesday operations be provided at the next meeting to assess the success of the expanded schedule.

Committee members discussed concerns about the condition of grass in the beer garden area, which becomes muddy and trampled by late season. Various solutions were considered including rubber matting, crushed stone, or other ground covering, but concerns about maintenance, safety, and children playing in the area led to no definitive

solution. The committee agreed this could be part of contract renewal discussions if Third Space has concerns about the muddy conditions.

**Dr. Retzack** raised enforcement concerns about dogs being walked off-leash in the park and dogs being walked through restricted areas including the playground. She noted this appears to be an issue with new residents who may not be familiar with the park's dog policies, which were contentious when originally adopted and passed by only a 4-3 vote. **Chairman Hillmann** agreed to raise these enforcement concerns at the Public Safety meeting and suggested including park rules reminders in the village newsletter and newspaper, particularly for new residents as spring weather brings increased park usage.

The committee briefly discussed the potential for a dog park at South Park in the future, noting it would be an ideal location despite current use by Elmbrook United for fields.

## 6. Adjourn

**Motion by Dr. Retzack seconded by Barry Coffey to adjourn 6:16 pm.**

**Motion passed: 5-0**

**Minutes respectfully submitted by Recreation Manager Naughton. Minutes approved on**



February 17, 2026

► **REQUIRES IMMEDIATE ACTION** ◀  
**Acquisition and Development of Local Parks**  
Grant# SADLP6-26-1489  
Grant Amount: \$56,400.00

Isabella Naughton, Recreation Manager  
Village of Elm Grove  
13600 Juneau Blvd  
Elm Grove, WI 53122

Dear Ms. Naughton:

Congratulations! On behalf of the Governor, the Department of Natural Resources is pleased offer you a grant contract for financial assistance for the following project: ***Elm Grove Park Northern Boardwalk Connection.***

Please review the contract. Both copies should be **signed by an authorized official and notarized**. Please return one original signed contract **within 30 days of this letter's date** to Ellie Crabb at the Department of Natural Resources, Community Financial Assistance, 101 S Webster St, Madison, WI 53701. Funds will be obligated to the project when the signed contract is returned. **The second signed and notarized original of the contract should be kept in a safe place for future reference, until the completion of the project scope as described on page one of the contract.**

Please read the items checked below. They apply to your project and grant award.

**Grant Award Time Period: January 1, 2026 through June 30, 2028.** All project activities must occur within this time period to be eligible costs for reimbursement.

**Advance or Reimbursement Check:** Your advance or reimbursement will be a mailed check or **made by ACH payment** to Village of Elm Grove, Isabella Naughton, 13600 Juneau Blvd, Elm Grove, WI 53122. This is the payment recipient that appears in our records. If the contact for this grant changes, please contact your regional project manager.

**Changes to the approved project scope, project time period, and/or project financial assistance (budget)** may not be made without prior approval from the Department.

**For Development projects, you are entitled to a project advance of: \$28,200.00**

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the contract.*

Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. DNR guidance on this topic can be found by going to:  
<http://dnr.wi.gov/Aid/documents/ProcurementGuide.pdf>

**IMPORTANT:** Once the project is complete, the enclosed grant contract must be recorded (with County Register of Deeds) against the property's title (location of project site) in order to process your final reimbursement request. Please check with your regional project manager (Ellie) near completion of the

**project to determine if the project reflects the scope of work as completed before recording with the County Register of Deeds.**

Reimbursement claim forms and/or financial administration information can be found by going to: <https://dnr.wi.gov/files/PDF/forms/8700/8700-001.pdf>. Please submit reimbursement claim forms for your project to Ellie.

Please contact Ellie at [ellie.crabb@wisconsin.gov](mailto:ellie.crabb@wisconsin.gov), if you have any questions about your grant award or the reimbursement procedures. The Department is pleased to have the opportunity to participate with you on this project.

Sincerely,



Pam Rood  
Grant Manager  
Bureau of Facilities and Lands

Enclosure(s)

C: Ellie Crabb – GEF 2

This document drafted by:  
 State of Wisconsin  
 Department of Natural Resources  
 P.O. Box 7921  
 Madison WI 53707-7921

**OUTDOOR RECREATION AIDS  
 GRANT CONTRACT**  
 Form 8700-065c (8/12)

**Notice**  
 Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Sponsor:</b> Village of Elm Grove	<b>Project Number:</b> SADLP6-26-1489
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**Project Title:**  
 Elm Grove Park Northern Boardwalk Connection

**Program Name:**  
 Knowles-Nelson Stewardship Program  
 Acquisition and Development of Local Parks

**Payment Period:** *(Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)*  
 January 1, 2026 through June 30, 2028

**Project Scope:**  
 The Village of Elm Grove will be utilizing ADLP funds to construct a 1,240.5 ft. long boardwalk through the wetland corridors in the northern section of Elm Grove Park.

**Legal Description (hereinafter referred to as Property):**

Name and Return Address
Parcel Identification Number (PIN)

PT SE1/4 SEC 23 & SW1/4 SEC 24 T7N R20E COM 1001.95 FT W OF SE COR N 40 FT THE BGN N 1664.80 FT W 171.10 FT N 989.62 FT W 1941.59 FT SELY ALG RR 3071.95 FT E 604.05 FT TO BGN 82 AC EX R1254/1000

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limited to the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, during the 20-year grant obligation. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

<b>Project Financial Assistance Summary</b>	The following documents are hereby incorporated into and made part of this Contract:										
<table border="0"> <tr> <td style="width: 30%;">Total Project Cost</td> <td style="width: 20%; text-align: right;">\$112,800.00</td> <td style="width: 50%;"></td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">Up to 50%</td> <td rowspan="4"> <ol style="list-style-type: none"> <li>1. Chapter 23, Wis. Stats.</li> <li>2. Chapter NR 51, Wisconsin Administrative Code</li> <li>3. Chapter NR 52, Wisconsin Administrative Code</li> <li>4. Grant Application, attachments, and addendums</li> </ol> </td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$56,400.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$56,400.00</td> </tr> </table>	Total Project Cost	\$112,800.00		Cost-Share Percentage	Up to 50%	<ol style="list-style-type: none"> <li>1. Chapter 23, Wis. Stats.</li> <li>2. Chapter NR 51, Wisconsin Administrative Code</li> <li>3. Chapter NR 52, Wisconsin Administrative Code</li> <li>4. Grant Application, attachments, and addendums</li> </ol>	State Aid Amount	\$56,400.00	Project Sponsor Share	\$56,400.00	
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State Aid Amount	\$56,400.00										
Project Sponsor Share	\$56,400.00										

## A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Acquisition and Development of Local Parks Subprogram and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Sponsor's failure to comply with the terms of this agreement may, at the Department's discretion, result in the suspension of all obligations of the State. The Department shall provide written notice of the suspension to the Sponsor, which shall be effective immediately unless otherwise noted. If suspended, the Department may still provide assistance to Sponsor under this agreement to settle at minimum cost any irrevocable obligations properly incurred.

### The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historic preservation, and human burial sites preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. If human remains or objects related to human burials are encountered during project activities, work in the vicinity must be halted immediately (s.157.70, Wis. Stats. and Chapter HS 2, Wis. Adm. Code). Contact law enforcement and the Wisconsin Historical Society State Historic Preservation Office for guidance (800-342-7834 or 608-264-6507), but do not remove the remains, if possible. Disturbance to a human burial site must be reported to the State Historic Preservation Officer (s.157.70(3)a, Wis. Stats.) and work may not resume until the discovery can be investigated by a Qualified Archaeologist (as defined under s.157.70 (1)(i), Wis. Stats. and HS 2.04(6), Wis. Adm. Code).
6. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
7. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
8. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.
9. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.
10. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
11. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
12. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
13. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.

13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
14. Shall agree to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

The Department:

15. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount shown as "State Aid Amount" on page 1, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
16. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

**B. Special Conditions:**

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department during the 20-year grant obligation.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.  
  
All applicable permits, licenses and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.
- c. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- d. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- e. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- f. Development plans must be submitted to the Department for approval prior to any construction.
- g. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- h. If the project involves construction or renovation of parking facilities, the sponsor shall provide accessible parking that meets or exceeds requirements of the 2010 Americans with Disabilities Act Standards for Accessible Design, state requirements, or local requirements, whichever is most stringent. A minimum of one stall must be van accessible.
- i. Final structure construction plans must be approved and stamped for structural adequacy by a licensed professional engineer before construction begins. (if a structure)
- j. The Department of Safety and Professional Services (formerly Department of Commerce) must approve all sanitary facility plans before construction begins. (if restroom)
- k. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from a licensed professional engineer before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Safety and Professional Services (formerly Department of Commerce) before construction begins. (if shelter or restroom)

- l. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
- Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code. when moving equipment between surface water or wetlands.
  - Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>
- m. This is suitable habitat for the False Hop Sedge (*Carex lupuliformis*) Plant. Required measures to avoid the take of this species, one of the following options should be implemented:
- Avoid work in area of suitable habitat to avoid take of this species.
  - Conduct plant survey at the site to determine species presence/absence (see list of pre-qualified surveyors). If the False Hop Sedge is not found on site, there will be no project restriction related to this species. However if surveys are conducted and False Hop Sedge is recorded on site, all impacts the species must be avoided; if take cannot be avoided an incidental take permit should be applied for with the DNR. Survey results should be submitted to the Endangered Resources Review Program.
- n. This is suitable habitat for the Ravenfoot Sedge (*Carex crus-corvi*) plant. Required measures to avoid the take of this species, one of the following options should be implemented:
- Avoid work in area of suitable habitat to avoid take of this species.
  - Conduct plant survey at the site to determine species presence/absence (see list of pre-qualified surveyors). If the Ravenfoot Sedge is not found on site, there will be no project restriction related to this species. However if surveys are conducted and Ravenfoot Sedge is recorded on site, all impacts the species must be avoided; if take cannot be avoided an incidental take permit should be applied for with the DNR. Survey results should be submitted to the Endangered Resources Review Program.

Check here if you request advance payment totaling \$28,200.00

*The person(s) signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this Contract and bind his or her principal, either by a duly adopted resolution or otherwise.*

**VILLAGE OF ELM GROVE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY \_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Full Legal Name and Title of Sponsor Representative

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_  
to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin

My Commission expires \_\_\_\_\_

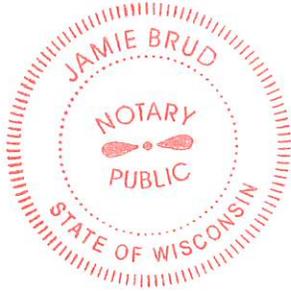
State of Wisconsin, \_\_\_\_\_ County

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Signed this 18<sup>th</sup> day of February, 2026.

BY Terry Bay  
Terry Bay, Director  
Bureau of Facilities and Lands

Personally came before me this 18<sup>th</sup> day of February, 2026, the above named Terry Bay  
to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jamie Brud  
Signature of Notary Public

JAMIE BRUD  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin

My commission expires 2/21/2028

State of Wisconsin, DANE County

THIS INSTRUMENT WAS DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

**ADMINISTRATIVE AND PERSONNEL COMMITTEE  
MEETING MINUTES  
Tuesday, March 17, 2026**

---

Meeting was called to order at 8:30 A.M. by Chairperson Stuckert.

**1. Call Meeting to Order.**

Present: Chairperson Stuckert, Trustee Olson, Trustee Castile (Zoom), and Trustee Sayas (Zoom)

Absent: Trustee Hillmann

Also Present: Village Manager Tom Harrigan, Finance Director Brian Lahey, Trustee Schindler, Assistant Village Manager Ethan Sowl

**2. Review and Act on Meeting Minutes Dated January 21, 2026.**

**TRUSTEE SAYAS MOTIONED TO APPROVE THE MEETING MINUTES DATED JANUARY 21, 2026. TRUSTEE CASTILE SECONDED. MOTION CARRIED 4-0.**

**3. Discussion and Possible Action: EMS Service Director Job Description and Compensation Range.**

Village Manager Harrigan provided comprehensive background on the need for a new EMS Service Director job description and update compensation range. He explained that Curt Waddell, who has been serving temporarily in this role, had always intended it to be a short-term commitment and has fulfilled the obligation longer than anticipated. The village now has several internal candidates within the EMS department interested in stepping into the role permanently.

Village Manager Harrigan noted that the village had benefited significantly from Dr. Robinson, who previously fulfilled both the service director and medical director roles essentially free of charge. A unique arrangement since these are typically separate positions with substantial compensation packages in the marketplace. He emphasized that this new position would be part-time based on the village's service model.

The proposed salary range of \$25,000 to \$30,000 was presented as potentially low compared to market rates, but Harrigan explained this conservative approach allows for careful implementation and potential adjustment during the 2027 budget cycle. Since the EMS department operates as an enterprise fund where revenues should offset expenditures, and this position wasn't originally budgeted, the village is also reviewing ambulance fees for potential increases.

Tom detailed the comprehensive job description, which was developed using several regional examples and internal review processes. The village's medical director, Dr. Deluhery, provided input requesting two specific additions: mandatory annual reviews of all EMS department employees, and annual performance reviews covering call volume, responses, and care administration quality. These amendments will be incorporated into the final job description.

Committee members engaged in detailed discussion about current ambulance billing practices. Trustee Schindler explained the current four-tier system covering Basic Life Support, Advanced Life

Support levels 1 and 2, with increasing charges based on services provided. A recent study revealed the village's rates are significantly lower than surrounding communities, though Medicare reimbursement remains fixed regardless of charges.

Village Manager Harrigan confirmed the position will be posted internally for approximately two weeks, allowing any qualified EMS department employee to apply through the standard interview process. The goal is to have someone in place by mid-to-late April.

**TRUSTEE SAYAS MOTIONED TO RECOMMEND TO THE BOARD OF TRUSTEES THE EMS SERVICE DIRECTOR JOB DESCRIPTION AND COMPENSATION RANGE, WITH THE AMENDMENTS FROM DR. DELUHERY. TRUSTEE CASTILE SECONDED. MOTION CARRIED 4-0.**

**4. Other Business**

None

**5. Adjourn**

**TRUSTEE SAYAS MOTIONED TO ADJOURN. TRUSTEE OLSON SECONDED. MOTION CARRIED 4-0.**

Meeting adjourned at 8:42 A.M.

Respectfully Submitted,  
Finance Director Brian Lahey



# Memo

To: Administrative & Personnel Committee  
From: Thomas Harrigan, Village Manager  
Date: March 13, 2026  
Re: Proposed Emergency Service Director Job Description

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**1. Review and possible action on the Emergency Service Director Job Description and compensation range.**

The purpose of this memo is to provide the Committee with a brief overview of Wisconsin state requirements for the EMS Service Director position and the responsibilities associated with the role for a licensed emergency medical service.

**Background:**

Under Wisconsin Administrative Code DHS 110, every licensed Emergency Medical Service (EMS) provider in the State of Wisconsin must designate a Service Director responsible for the administrative and operational oversight of the EMS service. The Service Director functions as the operational leader of the service and works in coordination with the EMS Medical Director, who provides clinical oversight and establishes medical protocols. The Village currently engages with Emergency Medical Services Physician Specialists, S.C. for Medical Director Services.

**Key Requirements:**

State regulations require that each EMS service designate a Service Director who is approved by the governing body of the service and identified in the Wisconsin Department of Health Services (DHS) EMS licensing system. While Wisconsin law does not mandate a specific EMS certification level for this position, the individual must possess the ability and experience necessary to manage the operations of the EMS service and ensure compliance with state regulations.

## Core Responsibilities:

The EMS Service Director is generally responsible for:

- Administrative management of the EMS service
- Ensuring compliance with Wisconsin EMS licensing and regulatory requirements
- Personnel oversight, staffing coordination, and training compliance
- Equipment readiness and operational preparedness of EMS units
- Incident reporting and documentation through the DHS reporting system
- Coordination with the EMS Medical Director regarding protocols and quality assurance

The EMS Service Director must be formally designated as part of the EMS service license maintained with the Wisconsin Department of Health Services. Any change to this position must be updated in the state's EMS licensing system to maintain compliance.

The EMS Service Director position is a required administrative leadership role under Wisconsin law and is essential to maintaining an EMS service license. The role ensures operational oversight, regulatory compliance, and coordination with medical leadership to support the delivery of emergency medical services to the community.

## Action Items:

The Administrative and Personnel Committee is asked to review the enclosed EMS Service Director job description and proposed compensation range. As part of ongoing efforts to improve processes and operational structure within the EMS Department, the updated job description and compensation scale are being presented for formal consideration and adoption.

The proposed compensation range of \$25,000 to \$30,000 is intended to appropriately recognize the responsibilities of the position and align the role with comparable positions in the regional marketplace.

If approved, the newly classified position will be posted internally within the EMS Department as part of the planned transition process for the EMS Service Director role.

Please do not hesitate to contact me with any questions in advance of the meeting.



## **JOB DESCRIPTION**

### **Purpose of Position**

The EMS Service Director is responsible for the overall administration, operation, and management of the Village's Emergency Medical Services (EMS) Department. The EMS Service Director will ensure the delivery of high-quality pre-hospital emergency care, maintain operational efficiency, ensure regulatory compliance, and foster strong collaborative relationships with other public safety departments and stakeholders. This is a department head level position that directly reports to the Village Manager and Board of Trustees.

### **Essential Duties and Responsibilities**

The following duties are normal for this position and are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Oversee the daily operations of the EMS department, including staffing models, scheduling, and response to emergency and non-emergency calls.
- Supervises the scheduling of employees to maintain 24/7 staffing of EMS services to the community.
- Collaborate closely with the EMS Medical Director to ensure clinical excellence, protocol compliance, quality assurance, and quality improvement activities.
- Develop, implement, and enforce department policies, procedures, and standard operating guidelines.
- Oversee payroll processing for EMS personnel to ensure accuracy and compliance with Village policies.
- Prepares and manages the EMS department annual operating and capital budgets.
- Ensures the EMS service is compliant with Wisconsin Department of Health Services Ambulance Service Provider License requirements, as well as all other Federal, State and local rules, statutes, ordinances, and regulations governing EMS operations.
- Collect, analyze, and report EMS operational data including call volume, response metrics, staffing trends, and system performance to support planning and budget decisions.
- Provides shift relief as an EMT (at a level equal to the Service Providers License) when staffing needs dictate and for Backup calls when needed.
- Oversee recruitment, hiring, training, credentialing, evaluation, retention, and discipline of EMS personnel in coordination with Village HR policies.
- Oversee orientation of new members to the Elm Grove EMS Department by ensuring the onboarding check sheet has been completed.
- Conduct annual reviews for all Elm Grove EMS members which shall include:
  1. A review of metrics (numbers of calls participated in, number of shifts taken, hours worked, departmental participation);

2. A review of chart documentation, meetings attended, Continuing Education (CE) completed, future education and goals, as well as opportunities for improvement.
  3. The reviews shall be formalized, documented and stored in personnel files.
- Supervises proper preventative maintenance and repair of the ambulance fleet, maintains appropriate records of same, and develops specifications for and procurement of ambulance vehicles in accordance with established replacement schedules.
  - Reviews patient care reports with the EMS Medical Director to determine if key clinical performance indicators are being met.
  - Maintains adequate inventory of disposable and non-disposable medical supplies and equipment to ensure that these items are available at all times. Confers with vendors to keep abreast of new and improved products and technologies in the EMS industry.
  - In addition to usual work hours, must be available during non-work hours to respond to emergencies, provide EMS command, on site management support, and other operation issues.
  - Represent the EMS department at meetings with Village officials, community groups, mutual aid partners, and external agencies.
  - Work collaboratively with the Fire Chief and Police Chief on joint operations, training, emergency planning, and interdepartmental initiatives.
  - Establishes and maintains effective professional and working relationships with staff members, elected officials, community service agencies, as well as other EMS agencies and health care providers.
  - Delegate administrative, maintenance and custodial duties as appropriate.
  - Performs other related job duties as required.

### **Required Knowledge, Skills, and Abilities**

- Knowledge of first aid, life-saving, and rescue techniques.
- Knowledge of the duties and responsibilities pertaining to EMS and emergency management as prescribed under the laws and regulations established by local, County, State, and Federal agencies.
- Knowledge of the National Incident Management System (NIMS), disaster management, as well as essential aspects of emergency service operations and incident command.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.
- Ability to define and resolve problems, to think quickly, maintain self-control, and adapt to stressful situations.
- Ability to establish priorities and work on multiply tasks.
- Excellent report writing and presentation skills.
- Excellent communication skills.
- Knowledge of two-way radio communications systems, paging and alerting systems, mobile data computers, computer aided dispatch (CAD), and other public safety communications equipment and technologies.

- Skilled in establishing/maintaining effective working relationships with EMS personnel, members from neighboring communities, members of various EMS related committees, and other health care providers.
- Excellent computer skills and proficient in the use of EMS related software applications.
- Knowledge of municipal budgeting and finance.
- Skilled in long range strategic planning and program development.

### **Physical Requirements**

The EMS Service Director must maintain the physical condition necessary to meet the core competencies and functional job tasks required of their EMS licensure level. These tasks include but are not limited to the following:

- Ability to use full range of body motion and dexterity to allow significant handling, transferring, pushing/pulling, and lifting of patients and equipment.
- Ability to frequently lift, carry, push or pull up to 50 pounds, and occasionally lift, carry, push or pull over 50 pounds.
- Ability to stand and or walk 80-90% of shift; and sit 10-20% of shift.
- Ability to use good hand/eye coordination, and finger dexterity.
- Ability to use good perception and discrimination related to odor, color, and textures.
- Ability to use good perception and discrimination related to functional visual ability and depth perception; sound perception; and functional speech.
- Ability to frequently bend, twist, balance, and reach above and below shoulder level; as well as occasionally kneel and climb as necessary to perform job duties.
- Ability to wear gloves and other protective equipment.
- Physical stamina to work long shifts, perform multiple calls, and function under stress.
- Tolerance for working outdoors and in all weather conditions.

The Director is responsible for promptly self-reporting to the Village Manager if any medical condition, injury, or physical limitation arises that prevents them from safely performing the essential physical functions of a licensed EMS provider.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

- Preferred five (5) years EMS field experience (municipal experience preferred).
- Preferred three (3) years of experience serving in a supervisory and management role.
- Experience in Fire Department operations is preferred.
- Hold a valid Wisconsin EMS license (EMT or Paramedic).
- Current CPR certification.
- Current certifications in American Heart Association Basic Life Support (BLS).
- Emergency Vehicle Operation (CEVO) certification.
- Hold a valid state driver's license with a clean driving record.
- High School Diploma or equivalent.

- Completion of Incident Command System (ICS/NIMS) courses ICS-100, 200, 300, 700, and 800, or willingness to obtain within a specified timeframe.

The Village of Elm Grove is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DISCLAIMER – THE FOLLOWING ARE DRAFT MINUTES FROM THE FINANCE & LICENSING COMMITTEE AND ARE SUBJECT TO CHANGE UPON APPROVAL FROM THE FINANCE & LICENSING COMMITTEE**

**VILLAGE OF ELM GROVE  
FINANCE & LICENSING COMMITTEE  
MEETING MINUTES**

**TUESDAY, FEBRUARY 24, 2026**

**1. Roll Call**

President Koleski called the meeting to order at 6:15 PM

Present: President Jim Koleski (Zoom), Trustee John Schindler (Zoom), Trustee Tom Castile, Mr. Glenn Schrubbe, Mr. Nicholas Ganos

Absent: Mr. Rusty Zosel

Also Present: Village Manager Tom Harrigan, Finance Director Brian Lahey, Village Clerk Crystal Turner

**2. Review and Act on Meeting Minutes**

**TRUSTEE CASTILE MOTIONED TO APPROVE THE FL012726 MINUTES AS SUBMITTED. MR SCHRUBBE SECONDED. MOTION PASSED 5-0**

**3. Review and Possible Action to Implement Publication and Background Check Fees for Liquor and Tobacco Licensing**

Village Clerk Turner presented a proposal to increase licensing fees to cover publication costs and implement new background check fees. The current publication fee of \$5 is insufficient to cover the actual newspaper publication costs, which total approximately \$40 for liquor licenses. The state mandates these publications and sets the rates that newspapers can charge.

Staff explained that the proposal includes increasing the license publication fee from \$5 to \$40, establishing a new agent background check fee of \$10 (covering the \$7 cost to the Department of Justice plus administrative costs), and setting a cigarette license publication fee at \$25 when concurrent with an alcohol license. The village currently processes about 16 licenses annually.

Committee members questioned whether the fees should be higher to account for staff time and administrative costs beyond direct expenses. Staff noted that a comprehensive fee analysis is planned for later in the year before budget time, and this adjustment focuses primarily on covering immediate direct costs. Legal counsel confirmed the fees align with state law requirements for rational nexus and avoiding excessive burden.

The committee noted that \$40 remains relatively modest for businesses, especially considering they also pay between \$100-\$500 for the actual license fees.

**MR GANOS MOTIONED TO APPROVE THE FEES AS STATED IN THE MEMO: LICENSE PUBLICATION FEE INCREASED TO \$40, AGENT BACKGROUND CHECK FEE SET AT \$10, AND CIGARETTE LICENSE PUBLICATION FEE SET AT \$25 WHEN THERE IS ALSO AN ALCOHOL LICENSE. TRUSTEE CASTILE SECONDED. MOTION PASSED 5-0**

#### **4. Project Updates and Financial Reports**

Finance Director Lahey presented the January 2026 financial report, representing 8.3% of the fiscal year. He noted that audit entries will still adjust these preliminary numbers, as some 2025 items need to be moved back to the prior year.

Key highlights included property tax revenue appearing over budget due to a chargeback situation where the village received revenue this year for expenses incurred in 2025. Interest allocation appears high at 13% because allocations are done quarterly rather than monthly.

Finance Director Lahey informed the committee that he implemented the committee's previous request to handle large annual expenses through prepaid accounts rather than showing them entirely in the month paid. He moved IT expenses of approximately \$180,000 and business insurance to prepaid accounts, bringing general government expenditures to a more reasonable 10% of budget. He left smaller annual payments like GIS (\$17,000) and assessor software (\$6,000) as regular monthly expenses to avoid creating too many accounts, unless the committee preferred otherwise.

The committee agreed that addressing items over \$50,000 was sufficient, as these larger amounts tend to generate questions and distort monthly budget performance.

Regarding contingency funds, Brian explained that the wage increase allocation will be handled through a budget amendment in April, moving approximately \$117,000 from contingency to various department budgets for police, dispatch, court, and other affected areas. The wage figures include FICA, Medicare, and WRS adjustments.

The committee transitioned to the EMS report. Finance Director Lahey presented the EMS receivable analysis showed positive collection activity, with nearly \$11,000 more collected than new receivables generated. Following the committee's request, staff contacted the billing vendor regarding Medicare Advantage accounts. The vendor reported that two major payers account for most of the past-due balance, with payments already received but pending proper documentation (EOBs) to complete posting.

The committee emphasized the importance of maintaining this positive collection trend of \$10,000-\$15,000 monthly improvements and continuing communication with the vendor to ensure diligent collection efforts.

Finally, the committee reviewed the 2026 project summary report. Several capital projects showed activity in January. Building interior upgrades included furniture for the IT manager's new office. The patrol vehicle project is progressing ahead of schedule, with chassis purchased and outfitting underway, targeting April 1st for service deployment.

The arbitrator equipment portion was completed at \$34,232, with server/IT components still pending. A defibrillator (actually a comprehensive patient monitor capable of defibrillation, pacing, blood pressure monitoring, and ECGs) was purchased for \$55,000, slightly over the budgeted \$50,000. Staff noted this discrepancy for future budget planning.

IT infrastructure improvements included \$15,000 for file servers and storage array backup systems.

Finance Director Lahey provided follow-up information on questions from the previous meeting, including a detailed breakdown of TIF 2 expenditures totaling \$1.5 million: legal and audit (\$2,300), final 2012 stormwater debt payment (\$516,000), Heritage pay-go installment (\$21,000), and daylighting project (\$920,000).

Additional clarifications included ODP Solutions toner purchases representing a three-year supply for police/court operations, a damaged streetlight repair for approximately \$2,000 with no expected reimbursement, and Diggers Hotline prepayment benefits of \$0.10 per message (saving \$236 annually on 2,363 messages).

## **5. Review and Act on Vouchers**

The committee reviewed monthly vouchers, with several questions and clarifications provided:

AT&T charges represent monthly payments for the 911 dispatch system, with two payments shown due to timing delays. Movie licensing costs of \$2,700 cover five Friday Flicks events, sponsored by community organizations as pass-through expenses.

Police union dues showing duplicate December entries were clarified - one represented December 2025 dues while the other represented February 2026 dues with incorrect labeling.

Property tax overpayments totaling significant amounts were explained as normal occurrences where residents accidentally double-pay (often not realizing mortgage companies already paid) or make calculation errors. These flow through escrow accounts rather than revenue, with refunds issued after allowing time for check clearance.

The committee questioned payment processes, noting opportunities to increase credit card usage for efficiency and potential rebates. Finance Director Lahey explained that items marked with "CC" batch codes represent credit card purchases, while traditional check payments begin with "1". Current accounting software limitations prevent uploading credit card data directly, though the new system should improve this process.

A \$13,000 repair charge to USSI Rentals for a Ford F-550 generated questions requiring follow-up clarification.

Dog license payments to the county of \$985 were explained as pass-through costs, with the village collecting approximately \$2,700 annually in dog and cat license revenue. Staff plans to review fee structures as the county recently increased their charges by about \$2 per license.

Workers compensation insurance for the pathway project represents required coverage for railroad crossing installation, an annual \$46 fee mandated by the railroad as a non-negotiable approval condition.

**MR GANOS MOTIONED TO APPROVE THE VOUCHERS AS SUBMITTED WITH FOLLOW UP ON THE F-550 REPAIR CHARGE. TRUSTEE CASTILE SECONDED. MOTION PASSED 5-0.**

## **6. Other Business**

Village Manager Harrigan gave the committee an update on the Butler Fire Engine and where the Village currently stands on the purchase.

**7. Adjourn**

**TRUSTEE SCHINDLER MOTIONED TO ADJOURN. MR GANOS SECONDED. MOTION PASSED 5-0.**

Meeting adjourned at 6:57 P.M.

Respectfully Submitted,

Brian Lahey  
Finance Director

Village of Elm Grove  
Monthly Financial Report  
Revenue and Expense - Budget to Actual Comparison  
02/28/2026 or 16.7%

	2025 Budget	2026 Budget	MTD Amt	YTD Amt	Budget Balance	% Collected/ Expended
<b>General Fund</b>						
<b>Revenues:</b>						
Property Taxes	\$ 5,214,171	\$ 5,498,403	1,399	5,505,558	(7,155)	100%
Intergovernmental	933,057	970,541	-	93,750	876,791	10%
Licenses and Permits	288,060	257,700	19,936	39,065	218,635	15%
Fines, Forfeitures, and Penalties	155,000	161,500	24,001	36,563	124,937	23%
Public Charges for Services	783,802	851,233	580	830,792	20,441	98%
Recreation Fees	213,150	209,650	13,257	18,865	190,785	9%
Commercial	467,650	419,800	58,126	113,449	306,351	27%
Transfer in	4,267	-	-	-	-	-
<b>Total Revenue</b>	<b>8,059,157</b>	<b>8,368,827</b>	<b>117,300</b>	<b>6,638,041</b>	<b>1,730,786</b>	<b>79%</b>
Fund Balance Applied	200,000	200,000	-	-	200,000	0%
<b>Total</b>	<b>\$ 8,259,157</b>	<b>\$ 8,568,827</b>	<b>\$ 117,300</b>	<b>\$ 6,638,041</b>	<b>\$ 1,930,786</b>	<b>77%</b>
<b>Expenditures:</b>						
General Government	1,657,930	1,728,710	172,541	292,894	1,435,816	17%
Court	122,060	125,375	1,385	2,627	122,748	2%
Dispatch	599,003	621,565	45,667	96,302	525,263	15%
Police	3,039,133	2,978,350	227,744	496,677	2,481,673	17%
Fire	385,370	408,975	15,139	30,317	378,658	7%
Inspections	171,675	160,000	11,698	11,698	148,302	7%
Public Works	895,075	987,215	95,953	177,423	809,792	18%
Solid Waste	778,125	808,875	52,157	52,945	755,930	7%
Recreation	323,620	342,207	12,372	24,759	317,449	7%
Forestry	173,166	166,705	10,304	21,022	145,683	13%
Contingency	114,000	240,850	-	-	240,850	0%
Trf to Other Funds	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 8,259,157</b>	<b>\$ 8,568,827</b>	<b>\$ 644,959</b>	<b>\$ 1,206,664</b>	<b>\$ 7,362,163</b>	<b>14%</b>

Village of Elm Grove  
Monthly Financial Report  
Revenue and Expense - Budget to Actual Comparison  
02/28/2026 or 16.7%

	2025 Budget	2026 Budget	MTD Amt	YTD Amt	Budget Balance	% Collected/ Expended
<b>Special Revenue Funds</b>						
<b>Library Fund</b>						
Revenue	515,000	539,839	1,137	469,781	70,058	87%
Expenditures	\$ 544,000	554,078	33,751	67,990	486,088	12%
<b>EMS Fund</b>						
Revenue	531,527	587,600	10,219	416,735	170,865	71%
Expenditures	\$ 591,527	614,770	54,134	67,499	547,271	11%
<b>Sewer Fund</b>						
Revenue	2,245,500	3,165,399	-	1,970,277	1,195,122	62%
Expenditures	\$ 2,480,623	3,151,073	402	35,140	3,115,933	1%
<b>Stormwater Operations Fund</b>						
Revenue	766,665	772,788	537	477,738	295,050	62%
Expenditures	\$ 712,300	332,100	1,394	13,357	318,743	4%
<b>TIF #2 Fund</b>						
Revenue -Tax Increment levy	8,845,862	9,583,225	-	740,743	8,842,482	8%
Expenditures	\$ 9,148,205	6,876,597	-	-	6,876,597	0%
<b>Library Gift Fund</b>						
Library Gift Revenue	-	-	397	810	(810)	-
Library Gift Expenditures	\$ -	-	438	738	(738)	-
<b>Capital Project Funds</b>						
<b>Five Year Capital Fund</b>						
Revenue-Tax Levy and Interest	869,901	603,953	-	413,953	190,000	69%
Expenditures	\$ 653,870	1,856,582	91,169	466,448	1,390,134	25%
<b>Transportation Fund</b>						
Revenue	1,555,000	4,326,080	-	579,375	3,746,705	13%
Expenditures	\$ 1,505,000	2,350,080	-	-	2,350,080	0%
<b>Debt Service Fund</b>						
Revenue - Transfers	1,224,075	649,876	166,266	393,241	256,635	61%
Expenditures	\$ 1,189,825	\$ 682,981	358,818	358,818	324,163	53%
<b>Donation Fund</b>						
Revenue - Transfers	-	-	-	621	(621)	-
Expenditures	\$ -	\$ -	567	4,567	(4,567)	-
<b>TIF #3 Mandel SSND</b>						
Revenue	8,642,006	1,839,086	-	933,336	905,750	51%
Expenditures	\$ 8,527,000	\$ 1,839,086	166,266	166,266	1,672,820	9%

**Village of Elm Grove  
2026 Project Summary**

Fund	Budget	Prior Year Expenses	New 2026 Expenditures	YTD 2026 Expenditures	Total Project Costs	Notes
<b>Capital Fund Projects</b>						
<b>General Government</b>						
Telephone System	\$ 120,000	113,260	-	-	113,260	Only remaining item is rewiring of the server room which is planned to be completed with the 2026 server replacement project
Village Hall Parking Lot Lights	\$ 105,000	-	-	-	-	DPW Director Richard Paul Jr. received two quotes from Fonroche. The first, totalling \$103,500, assumes the existing light bases can remain in place. The second, totalling \$187,750, accounts for the replacement of the light bases.
Village Hall Roof Replacement	\$ 120,000	-	-	-	-	
Building Upgrades - Exterior	\$ 25,000	-	-	-	-	
Building Upgrades - Interior	\$ 25,000	-	-	1,275	1,275	Desk and Chair for IT Manager's Office
Downtown Master Plan	\$ 135,000	-	-	-	-	
<b>Police</b>						
Patrol Vehicles (2)	134,760	-	818	91,499	91,499	Both patrol vehicles have been delivered. They are currently being stripped and anticipated to be in service by April 1st.
In-Car & Interview Room Camera System	34,500	-	-	34,232	34,232	Project Completed
<b>Fire</b>						
Turnout Gear and Equipment - 2024	\$ 24,600	\$ 12,861	\$ 11,505	\$ 11,505	\$ 24,366	The remaining budget was spent on retrofitting the non-functional PyroLance unit. The vehicle has been picked up and is operational.
Turnout Gear and Equipment - 2025	\$ 20,500	\$ 11,105	\$ 3,292	\$ 4,050	\$ 15,155	Fire entrance door has been installed. Waiting on \$5,000 worth of gear to arrive.
Turnout Gear and Equipment - 2026	\$ 24,600	\$ -	\$ -	\$ -	\$ -	
<b>EMS</b>						
Defibrillators	\$ 50,000	\$ -	\$ -	\$ 53,668	\$ 53,668	Project Completed
<b>Public Works</b>						
GIS Upgrade	\$ 12,000	\$ -	\$ -	\$ -	\$ -	
Dump Truck with Plow (2012)	\$ 285,000	\$ -	\$ -	\$ 37,851	\$ 37,851	Down Payment for Plow Truck #2
1 Ton Dump Truck/Swap Loader (2015 F350)	\$ 190,000	\$ -	\$ 20,762	\$ 134,161	\$ 134,161	Truck chassis is purchased and partial payment for upfitting.
Pickup Replacement with Vplow (2016 F250)	\$ 70,000	\$ -	\$ -	\$ -	\$ -	
DPW Floor Replacement in Mechanic Bays	\$ 31,500	\$ -	\$ -	\$ -	\$ -	
DPW Floor Replacement in South Bays	\$ 70,000	\$ -	\$ -	\$ -	\$ -	
Kawasaki Mule UTV	\$ 16,000	\$ -	\$ -	\$ -	\$ -	
Dump Truck with Plow (2014)	\$ 170,000	\$ -	\$ -	\$ -	\$ -	
<b>Recreation</b>						
Pool Liner	\$ 111,000	\$ 39,339	\$ -	\$ -	\$ 39,339	in 2025, 10% Down Payment was paid to lock in cost and date of installation. Additional 25% payment due with approved submittals.
<b>Library</b>						
Server Replacement (Cloud Migration)	\$ 5,700	\$ -	\$ -	\$ -	\$ -	2025 Project that was moved to 2026.
<b>Information Technology</b>						
I.T. Monitoring Tools	\$ 9,000	\$ -	\$ -	\$ -	\$ -	
File Servers & Storage Array	\$ 215,000	\$ -	\$ 12,869	\$ 27,894	\$ 27,894	Moulas Group Preliminary work, UPS, and switches.
<b>New Equipment</b>						
Large Screen Monitors (3) - Dispatch	\$ 2,000	\$ -	\$ -	\$ -	\$ -	
Desk Chairs (2) - Dispatch	\$ 1,400	\$ -	\$ -	\$ -	\$ -	
Fixed Squad Radar	\$ 2,840	\$ -	\$ -	\$ 2,840	\$ 2,840	Project Completed
Ballistic Vest - Patrol Vest and Carrier	\$ 1,200	\$ -	\$ -	\$ -	\$ -	
Police Defibrillator	\$ 3,750	\$ -	\$ -	\$ -	\$ -	
Umbrellas (2)	\$ 1,398	\$ -	\$ -	\$ -	\$ -	
Wi-Fi Pool house	\$ 1,500	\$ -	\$ -	\$ -	\$ -	
Refrigerator	\$ 1,709	\$ -	\$ -	\$ -	\$ -	
SonicWall TZ 470 Firewall	\$ 2,675	\$ -	\$ -	\$ -	\$ -	
Office/Conference Room TVs (5)	\$ 4,750	\$ -	\$ -	\$ 1,581	\$ 1,581	Project Completed
<b>Total Capital Fund Projects</b>	<b>\$ 2,027,382</b>	<b>\$ 176,565</b>	<b>\$ 49,245</b>	<b>\$ 400,554</b>	<b>\$ 577,119</b>	

**Village of Elm Grove  
2026 Project Summary**

Fund	Budget	Prior Year Expenses	New 2026 Expenditures	YTD 2026 Expenditures	Total Project Costs	Notes
<b>Transportation Fund</b>						
2026 Street Paving	550,000	-	-	-	-	
2026 Pathways	1,800,080	5,783	26,176	88,697	94,480	The 2026 Pathway budget is allocated \$335,080 for engineering and \$1,465,000 for construction. This project will be financed with debt.
<b>Total Transportation Fund Projects</b>	<b>2,350,080</b>	<b>5,783</b>	<b>26,176</b>	<b>88,697</b>	<b>94,480</b>	
<b>Sewer Fund</b>						
No Items Budgeted for 2025	-	-	-	-	-	
<b>Total Sewer Fund Project</b>	-	-	-	-	-	
<b>Stormwater Fund</b>						
No Items Budgeted for 2025	-	-	-	-	-	
<b>Total Stormwater Fund Project</b>	-	-	-	-	-	
<b>TID # 2</b>						
Creek Daylighting						
Estimated Total Project Cost (Referendum)	8,500,000					
<b>Total TID # 2 Project</b>	<b>8,500,000</b>	-	-	-	-	



# Memo

To: Finance and Licensing Committee  
From: Brian Lahey, Finance Director  
Date: Tuesday, March 24, 2026  
Re: Summary of Large/Unusual Voucher and Credit Card Items

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## Review and Act on Vouchers

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Depository Trust Company	\$358,018.13	2019 and 2025B Bond Interest Payment
K3 Fire	\$11,504.80	PyroLance Fire Vehicle Repairs
Truck and Auto Elegance`	\$20,762.00	New DPW Truck Outfitting
Axon Enterprises	\$17,377.00	Tasers (19)
Consolidated Doors	\$2,836.00	Fire Department Entrance Door Replacement
KL Engineering	\$25,408.79	Engineering & Design 2026 Pathways
Xerox IT Solutions	\$12,868.71	Server Refresh Equipment (UPS and Switches)

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Payments Batch 2026-03 LIB CC \$1,142.09

Refer	14084	AQUATIC REALMZ	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	-	MONTHLY SERVICE OF AQUAURIUM		\$90.00
Invoice	AR3601	2/13/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$90.00
Refer	14087	CANVA.COM	-			
Cash Payment	E 006-5513320	Computer Expense	-	ANNUAL RENEWAL		\$119.40
Invoice	04809-0371492	3/2/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$119.40
Refer	14092	CHOCOLATE FACTORY	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	-	WINTER READING PROGRAM - PRIZE		\$20.00
Invoice	030126	3/4/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$20.00
Refer	14088	DISNEY PLUS	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	-	MONTHLY STREAMING SERVICE		\$31.49
Invoice	030126	3/7/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$31.49
Refer	14090	ELM GROVE WOMANS CLUB	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	-	AUTHOR EVENT - WEDDING PEOPLE		\$282.50
Invoice	030126	2/27/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$282.50
Refer	14093	GREAT HARVEST	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	-	WINTER READING PROGRAM - PRIZE		\$20.00
Invoice	030126	3/4/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$20.00
Refer	14094	HORWITZ-DEREMER PLANETERIUM	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	-	ANNUAL MEMBERSHIP		\$200.00
Invoice	030126					
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$200.00
Refer	14085	INFOWORKS TECHNOLOGY	-			
Cash Payment	E 006-5513300	Library Supplies	-	PAPER LABELS		\$172.00
Invoice	250015	2/2/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$172.00
Refer	14091	MILWAUKEE BREWER BASEBALL	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	-	READING PROGRAM PRIZE - BREWERS GIFT CARD		\$115.00
Invoice	030126	2/26/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$115.00
Refer	14086	NETFLIX	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	-	MONTHLY STREAMING SERVICE		\$26.24
Invoice	2851CC34FF76AD9	2/23/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$26.24
Refer	14089	SENDIKS	-			
Cash Payment	E 006-5513300	Library Supplies	-	STAFF WATER		\$22.47
Invoice	030126	2/23/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$22.47
Refer	14096	WI SUPPER CLUB	-			

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$22.99
Invoice	3726	2/16/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$22.99
Refer	14095	ZISTERS				
Cash Payment	E 004-5513900	FOEGL gift expenditures	- WINTER READING PROGRAM - PRIZE			\$20.00
Invoice	030126	3/6/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$20.00

Fund Summary

	1110300	Town Bank	
004 Library Gift Fund			\$805.23
006 Library Operating Fund			\$336.86
			\$1,142.09

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$1,142.09
Tota	\$1,142.09

## VILLAGE OF ELM GROVE

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## Payments

Current Period: MARCH 2026

## Payments Batch 2026-03 LIB

\$9,949.66

Refer	14077	BLACKSTONE PUBLISHING	-			
Cash Payment	E 006-5513105	Adult Audiobooks	-	AUDIOBOOKS		\$189.85
Invoice	2226142	2/18/2026				
Cash Payment	E 006-5513105	Adult Audiobooks	-	AUDIOBOOKS		\$88.20
Invoice	2226996	2/25/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$278.05
Refer	14072	CENGAGE LEARNING INC/GALE	-			
Cash Payment	E 006-5513132	Books Large Print	-	BOOKS		\$131.25
Invoice	999102348138	2/10/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$131.25
Refer	14073	COAST TO COAST SOLUTIONS	-			
Cash Payment	E 006-5513300	Library Supplies	-	LIBRARY BAGS		\$359.06
Invoice	INC0119329	2/10/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$359.06
Refer	14074	COMPUTYPE, INC.	-			
Cash Payment	E 006-5513300	Library Supplies	-	LABELS		\$623.37
Invoice	713585	2/12/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$623.37
Refer	14076	CONLEY MEDIA	-			
Cash Payment	E 006-5513110	Magazines/newspapers	-	ANNUAL SUBSCRIPTION		\$282.00
Invoice	0018555	3/6/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$282.00
Refer	14075	DEMCO	-			
Cash Payment	E 006-5513300	Library Supplies	-	BOOKS		\$103.17
Invoice	7764859	2/13/2026				
Cash Payment	E 006-5513300	Library Supplies	-	BOOKMARKS		\$32.93
Invoice	7774420	3/5/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$136.10
Refer	14079	FORWARD TS	-			
Cash Payment	E 006-5513310	Library Copy Machine	-	LIBRARY PRINTER		\$272.05
Invoice	AR276640	2/27/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$272.05
Refer	14080	INGRAM	-			
Cash Payment	E 006-5513131	Books Adult Fiction	-	BOOKS		\$20.23
Invoice	94787602	2/26/2026				
Cash Payment	E 006-5513103	Children/Young Adult	-	BOOKS		\$32.00
Invoice	94806370	2/26/2026				
Cash Payment	E 006-5513103	Children/Young Adult	-	BOOKS		\$46.22
Invoice	94858044	3/2/2026				
Cash Payment	E 006-5513131	Books Adult Fiction	-	BOOKS		\$63.13
Invoice	94858045	3/2/2026				
Cash Payment	E 006-5513133	Books Non Fiction	-	BOOKS		\$85.96
Invoice	94858046	3/2/2026				
Cash Payment	E 006-5513131	Books Adult Fiction	-	BOOKS		\$63.69
Invoice	94858047	3/2/2026				
Cash Payment	E 006-5513134	Books Non Fiction	-	BOOKS		\$16.94
Invoice	94858048	3/2/2026				

## VILLAGE OF ELM GROVE

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## Payments

Current Period: MARCH 2026

Cash Payment	E 006-5513137	Books NF 800	BOOKS	\$26.57
Invoice	92375949	12/1/2025		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$18.06
Invoice	92375950	12/1/2025		
Cash Payment	E 006-5513136	Books Travel	BOOKS	\$15.27
Invoice	92375951	12/1/2025		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$108.86
Invoice	92375952	12/1/2025		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$38.58
Invoice	92375953	12/1/2025		
Cash Payment	E 006-5513133	Books Non Fiction	BOOKS	\$48.87
Invoice	92375955	12/1/2025		
Cash Payment	E 006-5513133	Books Non Fiction	BOOKS	\$18.03
Invoice	92500710	12/4/2025		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$75.55
Invoice	92500714	12/4/2025		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$35.28
Invoice	92500715	12/4/2025		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$20.31
Invoice	92500717	12/4/2025		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$10.94
Invoice	93395672	1/5/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$71.34
Invoice	93395673	1/5/2026		
Cash Payment	E 006-5513137	Books NF 800	BOOKS	\$37.82
Invoice	93395674	1/5/2026		
Cash Payment	E 006-5513132	Books Large Print	BOOKS	\$22.41
Invoice	93395675	1/5/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$33.57
Invoice	93395677	1/5/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$69.57
Invoice	93395678	1/5/2026		
Cash Payment	E 006-5513137	Books NF 800	BOOKS	\$19.07
Invoice	94376148	2/10/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$23.75
Invoice	94376150	2/10/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$121.46
Invoice	94376151	2/10/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$12.07
Invoice	94376152	2/10/2026		
Cash Payment	E 006-5513135	Books Non Fiction	BOOKS	\$106.53
Invoice	94376153	2/10/2026		
Cash Payment	E 006-5513137	Books NF 800	BOOKS	\$31.97
Invoice	94376154	2/10/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	-\$17.23
Invoice	94358922	2/9/2026		
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS	\$445.05
Invoice	92375956	12/1/2025		
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS	\$17.98
Invoice	92375957	12/1/2025		
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS	\$11.24
Invoice	92500712	12/4/2025		

## VILLAGE OF ELM GROVE

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## Payments

Current Period: MARCH 2026

Cash Payment	E 006-5513103	Children/Young Adult	BOOKS	\$10.60
Invoice	93395676	1/5/2026		
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS	\$12.28
Invoice	94376149	2/10/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	-\$11.39
Invoice	94460785	2/12/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	-\$17.09
Invoice	94460786	2/12/2026		
Cash Payment	E 004-5513900	FOEGL gift expenditures	BOOKS	\$17.84
Invoice	92375954	12/1/2025		
Cash Payment	E 004-5513900	FOEGL gift expenditures	BOOKS	\$18.05
Invoice	92500713	12/4/2025		
Cash Payment	E 004-5513900	FOEGL gift expenditures	BOOKS	\$19.39
Invoice	92500716	12/4/2025		
Cash Payment	E 004-5513500	Lib Gift Expenses	BOOKS	\$12.36
Invoice	92500711	12/4/2025		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$17.49
Invoice	94545515	2/17/2026		
Cash Payment	E 006-5513133	Books Non Fiction	BOOKS	\$17.99
Invoice	94545516	2/17/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$11.57
Invoice	94545518	2/17/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$68.64
Invoice	94545519	2/17/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$36.02
Invoice	94545520	2/17/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$35.14
Invoice	94545521	2/17/2026		
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS	\$46.59
Invoice	94545517	2/17/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$21.91
Invoice	94579187	2/18/2026		
Cash Payment	E 006-5513133	Books Non Fiction	BOOKS	\$35.98
Invoice	94637738	2/20/2026		
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS	\$45.07
Invoice	94637739	2/20/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$102.93
Invoice	94637740	2/20/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$13.33
Invoice	94837741	2/20/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$100.73
Invoice	94637742	2/20/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	-\$18.91
Invoice	94627696	2/19/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$61.94
Invoice	94625447	2/19/2026		
Cash Payment	E 006-5513135	Books Non Fiction	BOOKS	\$134.61
Invoice	94625446	2/19/2026		
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS	\$73.21
Invoice	94625449	2/19/2026		
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS	\$102.55
Invoice	94625450	2/19/2026		

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## Payments

Current Period: MARCH 2026

Cash Payment	E 006-5513133	Books Non Fiction	BOOKS			\$17.99
Invoice	94722551	2/19/2026				
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS			\$36.23
Invoice	94722552	2/24/2026				
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS			\$17.95
Invoice	94722553	2/24/2026				
Cash Payment	E 006-5513137	Books NF 800	BOOKS			\$23.80
Invoice	94722554	2/24/2026				
Cash Payment	E 006-5513133	Books Non Fiction	BOOKS			\$38.28
Invoice	94722555	2/24/2026				
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS			\$109.57
Invoice	94722556	2/24/2026				
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS			\$18.14
Invoice	94722557	2/24/2026				
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS			\$38.18
Invoice	94658708	2/20/2026				
Cash Payment	E 004-5513900	FOEGL gift expenditures	BOOKS			\$11.27
Invoice	94625446	2/19/2026				
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS			\$13.59
Invoice	94967535	3/5/2026				
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS			\$18.02
Invoice	94967536	3/5/2026				
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS			\$18.23
Invoice	95035570	3/9/2026				
Cash Payment	E 006-5513135	Books Non Fiction	BOOKS			\$27.34
Invoice	95035571	3/9/2026				
Cash Payment	E 006-5513137	Books NF 800	BOOKS			\$19.40
Invoice	95035572	3/9/2026				
Cash Payment	E 006-5513133	Books Non Fiction	BOOKS			\$19.34
Invoice	95035573	3/9/2026				
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS			\$17.12
Invoice	95035574	3/9/2026				
Cash Payment	E 006-5513134	Books Non Fiction	BOOKS			\$20.49
Invoice	95035575	3/9/2026				
Cash Payment	E 006-5513131	Books Adult Fiction	BOOKS			\$20.76
Invoice	95035577	3/9/2026				
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS			\$45.12
Invoice	95035569	3/9/2026				
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS			\$64.02
Invoice	95035576	3/9/2026				
Cash Payment	E 006-5513103	Children/Young Adult	BOOKS			\$14.87
Invoice	95035578	3/9/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$3,329.63
Refer	14078	LIBRARY STORE, INC. THE	-			
Cash Payment	E 006-5513300	Library Supplies	DVDS			\$110.59
Invoice	775821	2/13/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$110.59
Refer	14070	MIDWEST TAPE	-			
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$23.24
Invoice	508411781	2/6/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$25.49
Invoice	508411780	2/6/2026				

## VILLAGE OF ELM GROVE

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## Payments

Current Period: MARCH 2026

Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$38.99
Invoice	508457933	2/17/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$20.39
Invoice	508457935	2/17/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$49.48
Invoice	508457936	2/17/2026				
Cash Payment	E 004-5513900	FOEGL gift expenditures	DVDS			\$23.24
Invoice	508457937	2/17/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$26.24
Invoice	508491863	2/24/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$23.24
Invoice	508491865	2/24/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$24.49
Invoice	508491867	2/24/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$23.24
Invoice	508491866	2/24/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$62.23
Invoice	508497157	3/2/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$49.48
Invoice	508539269	3/6/2026				
Cash Payment	E 006-5513106	Adult DVDs	DVDS			\$24.74
Invoice	508539300	3/6/2026				
Cash Payment	E 004-5513900	FOEGL gift expenditures	DVDS			\$24.74
Invoice	508539302	3/6/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$439.23
Refer	14081	ODP BUSINESS SOLUTIONS, LLC	-			
Cash Payment	E 006-5513300	Library Supplies	KLEENEX			\$72.08
Invoice	458200664001	2/10/2026				
Cash Payment	E 006-5513300	Library Supplies	BINDERS			\$36.22
Invoice	458208722001	2/11/2026				
Cash Payment	E 006-5513300	Library Supplies	COLD PACKS			\$19.74
Invoice	458208725001	2/12/2026				
Cash Payment	E 006-5513300	Library Supplies	GALLON BAGS			\$37.38
Invoice	458208725002	2/17/2026				
Cash Payment	E 006-5513300	Library Supplies	PAPER			\$95.04
Invoice	459455357001	3/2/2026				
Cash Payment	E 006-5513300	Library Supplies	TONER			\$827.38
Invoice	460270452001	2/27/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$1,087.84
Refer	14069	TAYLOR COMPUTER	-			
Cash Payment	E 006-5513320	Computer Expense	ANNUAL SERVICE ITEMS			\$2,700.00
Invoice	29007	1/31/2026				
Cash Payment	E 006-5513320	Computer Expense	UPDATE FIRMWARE			\$67.50
Invoice	29089	1/31/2026				
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b>	\$2,767.50
Refer	14083	VANLIESHOUT, SARAH J	-			
Cash Payment	E 004-5513900	FOEGL gift expenditures	REIMBURSEMENT FOR REPLACEMENT COST OF PLAYAWAY			\$69.99
Invoice	030126	2/23/2026				
Transaction	3 /11/2026		Town Bank	1110300	<b>Total</b>	\$69.99
Refer	14071	WI LIBRARY ASSOC, INC	-			

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Cash Payment	E 006-5513200	Dues/Memberships	MEMBERSHIP RENEWAL - MP		\$63.00
Invoice 25098		2/9/2026			
Transaction	3 /9 /2026		Town Bank	1110300	<b>Total</b> \$63.00

Fund Summary

	1110300	Town Bank	
004 Library Gift Fund		\$196.88	
006 Library Operating Fund		\$9,752.78	
		\$9,949.66	

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$9,949.66
Tota	\$9,949.66

## VILLAGE OF ELM GROVE

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## Payments

Current Period: FEBRUARY 2026

## Payment Batch 02-2026 ACH

\$4,347,635.13

Refer	14052 ADP LLC	<u>Ck# 006473E 2/28/2026</u>		
Cash Payment	E 001-5143360 Payroll Processing-	PAYROLL FEES - PAYROLLS #1 & #2	\$450.30	
Invoice	713724633 2/20/2026			
Cash Payment	E 001-5143360 Payroll Processing-	2025 W-2S	\$1,283.40	
Invoice	713934467 2/25/2026			
Transaction	2 /28/2026	Town Bank 1110300	<b>Total</b>	\$1,733.70
Refer	14067 AT&T	<u>Ck# 006476E 2/28/2026</u>		
Cash Payment	E 001-5203325 911 Annual Maintenance	MONTHLY CONTRACT FEE	\$2,000.00	
Invoice	400115-26047			
Cash Payment	E 001-5203325 911 Annual Maintenance	MAINTENANCE	\$388.12	
Invoice	414S66600802			
Transaction	2 /28/2026	Town Bank 1110300	<b>Total</b>	\$2,388.12
Refer	14053 DELTA DENTAL	<u>Ck# 006465E 2/28/2026</u>		
Cash Payment	G 001-2111150 Dental Insur Payable	MONTHLY DENTAL AND VISION	\$3,698.53	
Invoice	FEBRUARY 2026 2/28/2026			
Cash Payment	G 001-2111180 Delta Vision	MONTHLY DENTAL AND VISION	\$501.15	
Invoice	FEBRUARY 2026 2/28/2026			
Transaction	2 /28/2026	Town Bank 1110300	<b>Total</b>	\$4,199.68
Refer	14054 DIVERSIFIED BENEFIT SERVICES /	<u>Ck# 006467E 2/28/2026</u>		
Cash Payment	G 001-2111190 FSA Payable	FSA AND HRA REIMBURSEMENTS	\$3,855.58	
Invoice	FEBRUARY 2026 2/28/2026			
Cash Payment	G 001-2110370 Accr HRA	FSA AND HRA REIMBURSEMENTS	\$12,004.88	
Invoice	FEBRUARY 2026 2/28/2026			
Transaction	2 /28/2026	Town Bank 1110300	<b>Total</b>	\$15,860.46
Refer	14064 ELMBROOK SCHOOL DISTRICT	<u>Ck# 006470E 2/19/2026</u>		
Cash Payment	G 001-2120200 taxes due-Elmbrook	FEBRUARY TAX SETTLEMENT	\$3,359,503.76	
Invoice				
Transaction	2 /13/2026	Town Bank 1110300	<b>Total</b>	\$3,359,503.76
Refer	14055 GLOBAL PAYMENTS	<u>Ck# 006464E 2/2/2026</u>		
Cash Payment	E 001-5524901 credit card fees	RECREATION CREDIT CARD FEES	\$356.72	
Invoice	FEBRUARY 2026 2/28/2026			
Transaction	2 /28/2026	Town Bank 1110300	<b>Total</b>	\$356.72
Refer	14056 GREAT AMERICA FINANCIAL	<u>Ck# 006474E 2/24/2026</u>		
Cash Payment	E 001-5143326 Village wide copy equip	GG COPIER LEASE	\$145.00	
Invoice	41112014 2/23/2026			
Transaction	2 /28/2026	Town Bank 1110300	<b>Total</b>	\$145.00
Refer	14058 SUN LIFE FINANCIAL	<u>Ck# 006466E 2/3/2026</u>		
Cash Payment	E 001-5142040 Administration-st disability	DISABILITY - SHORT & LONG TERM	\$176.00	
Invoice	FEBRUARY 2026 2/28/2026			
Cash Payment	E 001-5142025 GG-disability insurance	DISABILITY - SHORT & LONG TERM	\$57.20	
Invoice	FEBRUARY 2026 2/28/2026			
Cash Payment	E 001-5202025 Dispatch-disability	DISABILITY - SHORT & LONG TERM	\$39.60	
Invoice	FEBRUARY 2026 2/28/2026			
Cash Payment	E 001-5212025 Police Disability	DISABILITY - SHORT & LONG TERM	\$147.40	
Invoice	FEBRUARY 2026 2/28/2026			

## VILLAGE OF ELM GROVE

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## Payments

Current Period: FEBRUARY 2026

Cash Payment	E 001-5412025 DPW Disability Insurance	DISABILITY - SHORT & LONG TERM		\$48.40
Invoice	FEBRUARY 2026	2/28/2026		
Cash Payment	E 001-5612025 Forestry Disability	DISABILITY - SHORT & LONG TERM		\$6.60
Invoice	FEBRUARY 2026	2/28/2026		
Cash Payment	E 001-5522025 Recreation-Disability insur	DISABILITY - SHORT & LONG TERM		\$17.60
Invoice	FEBRUARY 2026	2/28/2026		
Cash Payment	E 006-5512025 Library Disability	DISABILITY - SHORT & LONG TERM		\$22.00
Invoice	FEBRUARY 2026	2/28/2026		
Transaction	2 /28/2026	Town Bank	1110300	<b>Total</b> \$514.80
Refer	14059 UNITED HEALTH CARE OF WI	<u>Ck# 006468E 2/28/2026</u>		
Cash Payment	E 001-5142015 GG Health/Dental	MONTHLY HEALTH INSURANCE PAYMENT		\$13,829.82
Invoice	454731541714	2/28/2026		
Cash Payment	E 001-5202015 Dispatch Health/dental	MONTHLY HEALTH INSURANCE PAYMENT		\$9,192.71
Invoice	454731541714	2/28/2026		
Cash Payment	E 001-5212015 Police Health Insurance	MONTHLY HEALTH INSURANCE PAYMENT		\$34,086.40
Invoice	454731541714	2/28/2026		
Cash Payment	E 001-5412015 DPW Health/dental	MONTHLY HEALTH INSURANCE PAYMENT		\$13,423.07
Invoice	454731541714	2/28/2026		
Cash Payment	E 001-5612015 Forestry- Health	MONTHLY HEALTH INSURANCE PAYMENT		\$2,115.14
Invoice	454731541714	2/28/2026		
Cash Payment	E 006-5512015 Library health/dental	MONTHLY HEALTH INSURANCE PAYMENT		\$813.51
Invoice	454731541714	2/28/2026		
Cash Payment	E 001-5522015 Recreation health/dental	MONTHLY HEALTH INSURANCE PAYMENT		\$4,067.61
Invoice	454731541714	2/28/2026		
Transaction	2 /28/2026	Town Bank	1110300	<b>Total</b> \$77,528.26
Refer	14065 WAUKESHA CO TECH COLLEGE	<u>Ck# 006471E 2/19/2026</u>		
Cash Payment	G 001-2120300 taxes due WCTC	FEBRUARY TAX SETTLEMENT		\$131,968.88
Invoice				
Transaction	2 /19/2026	Town Bank	1110300	<b>Total</b> \$131,968.88
Refer	14066 WAUKESHA CO TREASURER	<u>Ck# 006472E 2/19/2026</u>		
Cash Payment	G 001-2120100 Taxes due county/state	FEBRUARY TAX SETTLEMENT		\$679,935.91
Invoice				
Transaction	2 /19/2026	Town Bank	1110300	<b>Total</b> \$679,935.91
Refer	14060 WE ENERGIES	<u>Ck# 006475E 2/28/2026</u>		
Cash Payment	E 001-5173100 GG utilities	MONTHLY GAS & ELECTRIC		\$9,879.58
Invoice	FEBRUARY 2026	2/28/2026		
Cash Payment	E 001-5413010 PW Utilities	MONTHLY GAS & ELECTRIC		\$2,763.77
Invoice	FEBRUARY 2026	2/28/2026		
Cash Payment	E 001-5423120 StreetLights-electric	MONTHLY GAS & ELECTRIC		\$1,319.41
Invoice	FEBRUARY 2026	2/28/2026		
Cash Payment	E 001-5523120 Recreation Electric	MONTHLY GAS & ELECTRIC		\$510.59
Invoice	FEBRUARY 2026	2/28/2026		
Cash Payment	E 001-5523110 Recreation-Heating	MONTHLY GAS & ELECTRIC		\$0.00
Invoice	FEBRUARY 2026	2/28/2026		
Cash Payment	E 002-3233000 Sewer Electric & Verizon	MONTHLY GAS & ELECTRIC		\$148.84
Invoice	FEBRUARY 2026	2/28/2026		
Transaction	2 /28/2026	Town Bank	1110300	<b>Total</b> \$14,622.19
Refer	14061 WI DEPT OF REVENUE 8910	<u>Ck# 006469E 2/13/2026</u>		

VILLAGE OF ELM GROVE

Payments

Current Period: FEBRUARY 2026

Cash Payment	G 001-2110900 Sales Tax, Accrued	MONTHLY SALES TAX		\$231.03
Invoice	FEBRUARY 2026 2/28/2026			
Cash Payment	R 001-4419000 GG Misc Revenue	MONTHLY SALES TAX		-\$10.00
Invoice	FEBRUARY 2026 2/28/2026			
Transaction	2 /13/2026	Town Bank	1110300	<b>Total</b> \$221.03
Refer	14062 WI RETIREMENT SYSTEM	<u>Ck# 006477E 2/27/2026</u>		
Cash Payment	G 001-2110510 Accr Monthly WRS liability	MONTHLY WRS PAYMENT		\$58,656.62
Invoice	FEBRUARY 2026 2/28/2026			
Transaction	2 /28/2026	Town Bank	1110300	<b>Total</b> \$58,656.62

Fund Summary

	1110300	Town Bank
001 General Fund		\$4,346,650.78
002 Sewer Fund		\$148.84
006 Library Operating Fund		\$835.51
		\$4,347,635.13

Pre-Written Checks	\$4,347,635.13
Checks to be Generated by the Computer	\$0.00
Tota	\$4,347,635.13

VILLAGE OF ELM GROVE

Payments

Current Period: FEBRUARY 2026

Payment Batch Feb. Debt Payments \$358,018.13

Refer	14068	DEPOSITORY TRUST COMPANY	Ck# 006478E 2/27/2026		
Cash Payment	E 010-5913100	Debt Retirement-Principal	2019 GO BONDS DEBT PRINCIPAL PAYMENT		\$105,000.00
Invoice	02/27/26	2/27/2026			
Cash Payment	E 010-5923100	Debt Retirement-Interest	2019 GO BONDS DEBT INTEREST PAYMENT		\$21,646.88
Invoice	02/27/26	2/27/2026			
Cash Payment	E 010-5923100	Debt Retirement-Interest	2025B GO BONDS DEBT INTEREST PAYMENT		\$231,371.25
Invoice	02/27/26	2/27/2026			
Transaction	2 /27/2026	Town Bank	1110300	<b>Total</b>	\$358,018.13

Fund Summary

	1110300	Town Bank
010 Debt Service Fund		\$358,018.13
		\$358,018.13

Pre-Written Checks	\$358,018.13
Checks to be Generated by the Computer	\$0.00
Tota	\$358,018.13

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Payments Batch 2026-03 CC

\$12,000.31

Refer	14160	4 ALL PROMOS	-			
Cash Payment	E 001-5233520	Fire Prevention	-	OPEN HOUSE		\$580.57
Invoice	030126	2/13/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$580.57
Refer	14136	875 E WISCONSIN	-			
Cash Payment	E 001-5613700	Forestry Misc/Training	-	PARKING AT TRAINING		\$12.37
Invoice	030126	2/10/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$12.37
Refer	14161	AE GRAPHICS INC	-			
Cash Payment	E 001-5193100	GG office supplies	-	1995 BLUEPRINT SET		\$405.93
Invoice	030126	2/13/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$405.93
Refer	14140	AMAZON	-			
Cash Payment	E 001-5143099	GG- miscellaneous exp	-	OSHA POSTERS		\$85.21
Invoice	030126	2/17/2026				
Cash Payment	E 001-5523198	Building/Grounds		KEYCHAINS & CARABINERS		\$40.03
Invoice	030126	2/23/2026				
Cash Payment	E 001-5233520	Fire Prevention		FIRE PREVENTION		\$287.48
Invoice	030126	2/18/2026				
Cash Payment	E 001-5233200	Fire Truck Maintenance		TRUCK MAINTENANCE		\$108.89
Invoice	030126	3/2/2026				
Cash Payment	E 001-5523198	Building/Grounds		POOL FILTER STEP		\$87.99
Invoice	030126	3/5/2026				
Cash Payment	E 001-5233520	Fire Prevention		A FRAME SIGNS		\$90.22
Invoice	030126	3/8/2026				
Cash Payment	E 001-5413210	PW equip maint &		BUYERS BEARINGS		\$59.94
Invoice	030126	2/11/2026				
Cash Payment	E 001-5413210	PW equip maint &		SIDE DRIVE SHAFT TAKE-UP BEARING		\$86.96
Invoice	030126	2/12/2026				
Cash Payment	E 001-5413210	PW equip maint &		SIDE DRIVE SHAFT TAKE-UP BEARING		\$33.48
Invoice	030126	2/19/2026				
Cash Payment	E 001-5413210	PW equip maint &		QUICK RELEASE KEYCHAINS		\$16.97
Invoice	030126	3/2/2026				
Cash Payment	E 001-5413210	PW equip maint &		OIL FILTERS		\$56.50
Invoice	030126	3/5/2026				
Cash Payment	E 002-3230400	Repair and Maintenance		HEADLAMP		\$97.99
Invoice	030126	3/7/2026				
Cash Payment	E 001-5413210	PW equip maint &		HEADLIGHTS / CARBURETOR		\$71.23
Invoice	030126	3/8/2026				
Cash Payment	E 001-5143199	Election Miscellaneous		ENVLOPER OPENERS, GLUE- ELECTIONS		\$48.20
Invoice	030126	2/16/2026				
Cash Payment	E 001-5193100	GG office supplies		FOLDERS / BOARDS		\$19.49
Invoice	030126	2/16/2026				
Cash Payment	E 001-5143199	Election Miscellaneous		ELECTION LABELS, STAPLE REMOVER		\$90.88
Invoice	030126	3/1/2026		BATTERIES, DIVIDERS		
Cash Payment	E 001-5143329	Computer Equipment		RIBBON FOR PRINTER		\$29.61
Invoice	030126	2/17/2026				
Cash Payment	E 001-5143329	Computer Equipment		CHARGER FOR LAPTOP		\$27.97
Invoice	030126	2/20/2026				

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## Payments

Current Period: MARCH 2026

Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$1,339.04
Refer	14145 <i>APPOINTMENT QUEST</i>	-			
Cash Payment	E 001-5143335 Assessor Services	-	MONTHLY SCHEDULING SERVICE		\$45.00
Invoice	030126 3/1/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$45.00
Refer	14162 <i>BLUEMOUND BOWL</i>	-			
Cash Payment	G 001-3260450 FB-Fire Drill Funds	-	DRILL		\$382.00
Invoice	030126 2/16/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$382.00
Refer	14142 <i>BOUND TREE MEDICAL LLC</i>	-			
Cash Payment	E 008-5223230 Ambo Medical Supplies	-	MEDICAL SUPPLIES		\$874.89
Invoice	030126 2/20/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$874.89
Refer	14139 <i>CHICK-FIL-A</i>	-			
Cash Payment	E 001-5213599 Police- Miscellaneous	-	TRAINING SNACK		\$72.45
Invoice	030126 2/18/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$72.45
Refer	14135 <i>CITY OF GREEN BAY</i>	-			
Cash Payment	E 001-5613700 Forestry Misc/Training	-	PARKING AT TRAINING		\$5.00
Invoice	030126 2/17/2026				
Cash Payment	E 001-5613700 Forestry Misc/Training	-	PARKING AT TRAINING		\$6.25
Invoice	030126 2/17/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$11.25
Refer	14138 <i>CONSTANT CONTACT</i>	-			
Cash Payment	E 001-5193699 Community Relations	-	MONTHLY SERVICE		\$61.95
Invoice	030126 3/8/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$61.95
Refer	14164 <i>DOMINOS PIZZA</i>	-			
Cash Payment	G 001-3260450 FB-Fire Drill Funds	-	DRILL		\$53.15
Invoice	030126 2/24/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$53.15
Refer	14150 <i>EBAY</i>	-			
Cash Payment	E 001-5413210 PW equip maint &	-	PD UTILITY CENTER DASH TRIM PANEL		\$180.95
Invoice	030126 2/24/2026				
Cash Payment	E 001-5413210 PW equip maint &	-	ROCKER SWITCH		\$9.22
Invoice	030126 3/2/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$190.17
Refer	14149 <i>FARM &amp; FLEET</i>	-			
Cash Payment	E 001-5413210 PW equip maint &	-	HITCH PIN / SELF-ALINGING BEARING		\$38.98
Invoice	030126 2/10/2026				
Cash Payment	E 001-5413210 PW equip maint &	-	TRANSFER PUMP		\$499.99
Invoice	030126 2/27/2026				
Cash Payment	E 001-5413210 PW equip maint &	-	HI-TEMP GREASE / TRACTOR OIL		\$102.89
Invoice	030126 3/5/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$641.86
Refer	14158 <i>FIRE-DEX GW</i>	-			
Cash Payment	E 007-5970300 5 yr Capital Fire	-	TURNOUT GEAR		\$317.50
Invoice	030126 2/11/2026				

## VILLAGE OF ELM GROVE

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## Payments

Current Period: MARCH 2026

Cash Payment	E 007-5970300	5 yr Capital Fire	TURNOUT GEAR		\$138.00
Invoice	030126	2/26/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$455.50
Refer	14137	HOLIDAY INN EXPRESS			
Cash Payment	E 001-5613700	Forestry Misc/Training	HOTEL FOR FORESTRY TRAINING		\$149.00
Invoice	030126	2/17/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$149.00
Refer	14152	KAESTNER AUTO ELECTRIC CO.			
Cash Payment	E 001-5413210	PW equip maint &	WEARABLE SAFETY LIGHTS		\$925.00
Invoice	030126	3/5/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$925.00
Refer	14148	KRISPY KREME			
Cash Payment	E 001-5203505	Dispatch-office supplies	DISPATCH SNACK		\$28.45
Invoice	021726	3/2/2006			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$28.45
Refer	14147	KWIK TRIP			
Cash Payment	E 001-5213540	Police Crime Prevention	FIRST RESPONDER FRIDAY SNACK		\$32.45
Invoice	030126	3/2/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$32.45
Refer	14143	LOCAL GOVERNMENT EDUCATION			
Cash Payment	E 001-5143000	GG Training/Dues	MEDIA RELATIONS TRAINING COURSE - TURNER/NAYLOR		\$49.00
Invoice	030126	2/25/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$49.00
Refer	14176	MANYCAM			
Cash Payment	E 001-5143340	Computer Software	STREAMING CAM SOFTWARE FOR GG		\$79.00
Invoice	030126	2/24/2026			
Transaction	3 /19/2026		Town Bank	1110300	<b>Total</b> \$79.00
Refer	14168	MARRIOTT			
Cash Payment	E 001-5143000	GG Training/Dues	WCMA TRAINING		\$112.70
Invoice	030126	2/27/2026			
Cash Payment	E 001-5143000	GG Training/Dues	WCMA TRAINING		\$123.05
Invoice	030126	2/27/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$235.75
Refer	14159	MENARDS			
Cash Payment	E 001-5173300	Building Supplies	IT OFFICE		\$12.27
Invoice	030126	2/18/2026			
Cash Payment	E 001-5173300	Building Supplies	GG SUPPLIES		\$114.69
Invoice	030126	2/18/2026			
Cash Payment	E 001-5143199	Election Miscellaneous	ELECTION SUPPLIES		\$22.47
Invoice	030126	3/2/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$149.43
Refer	14155	METRO MARKET			
Cash Payment	G 001-3260450	FB-Fire Drill Funds	DRILL		\$16.06
Invoice	030126	2/17/2026			
Cash Payment	G 001-3260450	FB-Fire Drill Funds	DRILL		\$15.27
Invoice	030126	3/3/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$31.33

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Refer	14174	MIDWEST FIBER	-			
Cash Payment	E 001-5143331	Internet Expense	-	MONTHLY FEE		\$950.00
Invoice	030126	3/1/2026				
Transaction	3 /19/2026		Town Bank	1110300	<b>Total</b>	\$950.00
Refer	14151	NAPA NEW BERLIN	-			
Cash Payment	E 001-5233200	Fire Truck Maintenance	-	2 CAR BATTERIES		\$399.98
Invoice	030126	3/3/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$399.98
Refer	14141	NATIONAL REGISTRY OF EMT S	-			
Cash Payment	E 008-5223520	EMS Training	-	TRAINING		\$32.00
Invoice	030126	2/12/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$32.00
Refer	14177	RING CENTRAL	-			
Cash Payment	E 001-5523100	Recreation -Telephone	-	POOL		\$44.27
Invoice	030126	2/28/2026				
Transaction	3 /19/2026		Town Bank	1110300	<b>Total</b>	\$44.27
Refer	14154	SAMS CLUB	-			
Cash Payment	G 001-3260450	FB-Fire Drill Funds	-	DRILL		\$202.08
Invoice	030126	2/16/2026				
Cash Payment	G 001-3260450	FB-Fire Drill Funds		DRILL		-\$11.80
Invoice	030126	2/16/2026				
Cash Payment	G 001-3260450	FB-Fire Drill Funds		DRILL		\$75.58
Invoice	030126	3/2/2026				
Cash Payment	E 001-5143199	Election Miscellaneous		ELECTION SNACKS		\$60.88
Invoice	030126	3/2/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$326.74
Refer	14146	SENDIKS	-			
Cash Payment	E 001-5213540	Police Crime Prevention	-	SNACK - FIRST RESPONSER FRIDAY		\$64.30
Invoice	030126	2/11/2026				
Cash Payment	G 001-3260450	FB-Fire Drill Funds		DRILL		\$3.00
Invoice	030126	2/17/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$67.30
Refer	14175	SPECTRUM - BOX 6030	-			
Cash Payment	E 001-5143331	Internet Expense	-	MONTHLY SPECTRUM		\$130.00
Invoice	030126	2/17/2026				
Cash Payment	E 001-5203325	911 Annual Maintenance		MONTHLY SPECTRUM		\$424.88
Invoice	030126	2/17/2026				
Cash Payment	E 001-5173100	GG utilities		MONTHLY SPECTRUM		\$360.00
Invoice	030126	2/17/2026				
Cash Payment	E 001-5413000	Telephone,alarms PW		MONTHLY SPECTRUM		\$91.90
Invoice	030126	3/2/2026				
Cash Payment	E 001-5173100	GG utilities		MONTHLY SPECTRUM		\$44.44
Invoice	030126	3/6/2026				
Transaction	3 /19/2026		Town Bank	1110300	<b>Total</b>	\$1,051.22
Refer	14153	TARGET	-			
Cash Payment	G 001-3260450	FB-Fire Drill Funds	-	DRILL		\$39.07
Invoice	030126	2/15/2026				
Cash Payment	G 001-3260450	FB-Fire Drill Funds		DRILL		\$6.08
Invoice	030126	3/2/2026				

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$45.15
Refer	14163 <i>TJM PROMOS</i>				
Cash Payment	G 001-3260450	FB-Fire Drill Funds	- CHALLENGE COINS		\$701.00
Invoice	030126	2/18/2026			
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$701.00
Refer	14165 <i>UPS STORE</i>				
Cash Payment	E 001-5233205	Fire Supplies &	- UPDATE SENSIT		\$28.90
Invoice	030126	3/6/2026			
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$28.90
Refer	14178 <i>VERIZON</i>				
Cash Payment	E 001-5203315	ProPhoenix /TIME	- police MDC data plan		\$246.68
Invoice	030126	3/1/2026			
Cash Payment	E 001-5203310	Dispatch Comm-	police phones		\$433.36
Invoice	030126	3/1/2026			
Cash Payment	E 001-5413000	Telephone,alarms PW	DPW phones		\$208.82
Invoice	030126	3/1/2026			
Cash Payment	E 001-5173100	GG utilities	GG phones		\$259.87
Invoice	030126	3/1/2026			
Cash Payment	E 001-5233400	Fire Communications	fire phones		\$20.21
Invoice	030126	3/1/2026			
Cash Payment	E 001-5523100	Recreation -Telephone	recr-pool data		\$60.98
Invoice	030126	3/1/2026			
Cash Payment	E 008-5223400	EMS Communications	EMS phone		\$83.31
Invoice	030126	3/1/2026			
Cash Payment	E 001-5413000	Telephone,alarms PW	DPW phones		\$80.33
Invoice	030126	3/1/2026			
Transaction	3 /19/2026	Town Bank	1110300	<b>Total</b>	\$1,393.56
Refer	14157 <i>WHITLOW S SECURITY SPECIALISTS</i>				
Cash Payment	E 001-5213350	PD - Bldg Security	KEYS -		\$6.90
Invoice	030126	3/2/2026			
Cash Payment	E 001-5213350	PD - Bldg Security	KEYS		\$18.75
Invoice	030126	2/27/2026			
Cash Payment	E 001-5213350	PD - Bldg Security	KEYS		\$11.25
Invoice	030126	2/27/2026			
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$36.90
Refer	14144 <i>WI DEPT OF JUSTICE CIB 93136</i>				
Cash Payment	E 001-5143099	GG- miscellaneous exp	- RECORD CHECKS		\$49.00
Invoice	030126	2/27/2026			
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$49.00
Refer	14156 <i>ZORO.COM</i>				
Cash Payment	E 001-5173200	GG Bldg maintenance	- FD MOTOR STARTER		\$63.75
Invoice	030126	2/16/2026			
Cash Payment	E 001-5173200	GG Bldg maintenance	THERAL UNIT		\$38.25
Invoice	030126	2/17/2026			
Cash Payment	E 001-5173200	GG Bldg maintenance	REFUND LESS SHIPPING		-\$33.25
Invoice	030126	2/18/2026			
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$68.75

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Fund Summary

	1110300	Town Bank	
001 General Fund			\$10,456.62
002 Sewer Fund			\$97.99
007 5 Year Capital Fund			\$455.50
008 Emergency Medical Service			\$990.20
			\$12,000.31

Pre-Written Checks		\$0.00
Checks to be Generated by the Computer		\$12,000.31
Tota		\$12,000.31

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Payment Batch 2026-03 AP 1

\$44,536.80

Refer	14022	K3 FIRE	Ck# 110492	3/4/2026		
Cash Payment	E 007-5970300	5 yr Capital Fire	TRUCK REPAIR - 2024 TURNOUT GEAR AND EQUIPMENT			\$11,504.80
Invoice	1678	2/6/2026				
Transaction	3 /3 /2026		Town Bank	1110300	<b>Total</b>	\$11,504.80
Refer	14023	SOUTHEASTERN WISCONSIN	Ck# 110493	3/4/2026		
Cash Payment	E 005-5813200	Permit Expenditures	MS4 EDUCATION REQUIREMENTS 2025			\$12,150.00
Invoice	1758	3/11/2025				
Transaction	3 /3 /2026		Town Bank	1110300	<b>Total</b>	\$12,150.00
Refer	14024	TRUCK AND AUTO ELEGANCE	Ck# 110494	3/4/2026		
Cash Payment	E 007-5970400	5 yr Capital DPW	PARTIAL ORDER FILLED WITH FIRST TRUCK UPFIT - SWAPLOADER			\$20,762.00
Invoice	P69247	2/23/2026				
Transaction	3 /3 /2026		Town Bank	1110300	<b>Total</b>	\$20,762.00
Refer	14025	WSFIA AREA 1	Ck# 110495	3/4/2026		
Cash Payment	E 001-5233500	Fire Dues & Subscriptions	WSFIA AREA 1 ANNUAL MEETING FEE			\$120.00
Invoice	030126	3/1/2026				
Transaction	3 /3 /2026		Town Bank	1110300	<b>Total</b>	\$120.00

Fund Summary

	1110300	Town Bank	
001 General Fund		\$120.00	
005 Stormwater Operation Fund		\$12,150.00	
007 5 Year Capital Fund		\$32,266.80	
		\$44,536.80	

Pre-Written Checks	\$44,536.80
Checks to be Generated by the Computer	\$0.00
<b>Tota</b>	<b>\$44,536.80</b>

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Payments Batch 2026-03 AP 2

\$353,684.79

Refer	14026	AIR ONE EQUIPMENT INC	-			
Cash Payment	E 009-5990500	Fire	-	PAC TOOL MOUNTS		\$141.00
Invoice	231617	1/27/2026				
Transaction	3 /3 /2026		Town Bank	1110300	<b>Total</b>	\$141.00
Refer	14082	AMERICAN LITHO	-			
Cash Payment	E 001-5523400	Printing expense -Rec	-	SUMMER REC GUIDE		\$1,929.00
Invoice	262067-01	2/28/2026				
Transaction	3 /10/2026		Town Bank	1110300	<b>Total</b>	\$1,929.00
Refer	14027	ASCENSION WI EMP SOLUTIONS	-			
Cash Payment	E 001-5213425	Police-Recruitment	-	PRE-EMPLOYMENT SCREENING - MB		\$337.00
Invoice	428637	2/24/2026				
Cash Payment	E 001-5143099	GG- miscellaneous exp	-	PRE-EMPLOYMENT SCREENING - OR		\$193.00
Invoice	428638	2/27/2026				
Transaction	3 /3 /2026		Town Bank	1110300	<b>Total</b>	\$530.00
Refer	14032	AXON ENTERPRISES INC	-			
Cash Payment	E 001-5213560	Tasers	-	19 TASERS		\$17,377.00
Invoice	INUS427636	3/1/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$17,377.00
Refer	14028	BADGER OIL EQUIPMENT COMPANY	-			
Cash Payment	E 001-5413200	PW fuel	-	FOB REPLACEMENTS		\$210.00
Invoice	IN-6358	2/27/2026				
Transaction	3 /3 /2026		Town Bank	1110300	<b>Total</b>	\$210.00
Refer	14129	BROOKSTONE PRINTING	-			
Cash Payment	E 001-5193200	GG Print/Publish/Postage	-	BUSINESS CARDS - REC		\$65.18
Invoice	107236	3/10/2026				
Cash Payment	E 006-5513499	Printing & Miscellaneous	-	BUSINESS CARDS - LIB		\$50.00
Invoice	107236	3/10/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$115.18
Refer	14033	BUELOW VETTER BUIKEMA	-			
Cash Payment	E 001-5163106	Other Legal Expense	-	GENERAL LEGAL SERVICES		\$675.50
Invoice	150	3/3/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$675.50
Refer	14029	BURGARDT, SCOTT	-			
Cash Payment	E 001-5233205	Fire Supplies &	-	HOCKEY TAPE FOR HOOKS		\$21.00
Invoice	030126	2/12/2026				
Cash Payment	E 001-5233200	Fire Truck Maintenance	-	UTILITY 24 TABLET		\$17.99
Invoice	030126	3/12/2026				
Transaction	3 /3 /2026		Town Bank	1110300	<b>Total</b>	\$38.99
Refer	14034	BURKE TRUCK & EQUIPMENT INC	-			
Cash Payment	E 001-5413210	PW equip maint &	-	PLOW BLADES		\$2,438.49
Invoice	INV/2026/00416	3/7/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$2,438.49
Refer	14106	CAROLINE HEIGHTS APARTMENTS	-			
Cash Payment	G 001-2110100	Accts Payable	-	OVERPAYMENT ON INVOICES IN 2025		\$7,249.60
Invoice	030126	3/11/2026				
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b>	\$7,249.60

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## Payments

Current Period: MARCH 2026

Refer	14097	CENTRAL OFFICE SYSTEMS	-			
Cash Payment	E 001-5173200	GG Bldg maintenance	-	CABLING SERVICES		\$400.00
Invoice	2100	2/17/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$400.00
Refer	14035	CITY OF DELAFIELD	-			
Cash Payment	E 001-5215335	PD Suburban Critical	-	ANNUAL SCIT DUES		\$8,195.46
Invoice	2026-1	2/17/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$8,195.46
Refer	14169	COMPASS MINERALS AMERICA	-			
Cash Payment	E 001-5433200	PW salt & sand	-	ROAD SALT		\$9,094.49
Invoice	1639274	3/5/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$9,094.49
Refer	14036	CONSOLIDATED DOORS INC	-			
Cash Payment	E 007-5970300	5 yr Capital Fire	-	REPLACE FIRE DEPARTMENT ENTRANCE DOOR		\$2,836.00
Invoice	296690	2/19/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$2,836.00
Refer	14037	COREY OIL	-			
Cash Payment	E 001-5413200	PW fuel	-	455.5 GAL OF GASOLINE		\$1,013.49
Invoice	411136	2/3/2026				
Cash Payment	E 001-5413200	PW fuel		500.8 GAL OF GASOLINE		\$1,149.34
Invoice	411192	2/11/2026				
Cash Payment	E 001-5413200	PW fuel		471.7 GAL OF DIESEL		\$1,502.37
Invoice	411193	2/11/2026				
Cash Payment	E 001-5413200	PW fuel		548.1 gal OF GASOLINE		\$1,493.57
Invoice	414546	3/5/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$5,158.77
Refer	14098	CRAIG D. CHILDS, PHD, S.C.	-			
Cash Payment	E 001-5213425	Police-Recruitment	-	NEW HIRE EVALUATION		\$495.00
Invoice	4559	3/9/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$495.00
Refer	14038	DARLEY & CO	-			
Cash Payment	E 001-5233205	Fire Supplies &	-	CALIBRATION GAS FOR GAS METERS		\$721.97
Invoice	17578177	2/13/2026				
Cash Payment	E 001-5233205	Fire Supplies &		CALIBRATION GAS FOR GAS METERS		\$322.15
Invoice	17578267	2/16/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$1,044.12
Refer	14039	DELTA FIRE SAFETY	-			
Cash Payment	E 009-5990500	Fire	-	THERMAL IMAGING CAMERA		\$4,395.00
Invoice	INVTX26-1060	2/17/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$4,395.00
Refer	14099	DIVERSIFIED BENEFIT SERVICES I	-			
Cash Payment	E 001-5142020	FSA Sect 125	-	FEBRUARY FSA ADMIN SERVICES		\$160.24
Invoice	469818	2/16/2026				
Cash Payment	E 001-5142030	Adminsrative Fee-HRA		MARCH HRA ADMIN SERVICES		\$191.70
Invoice	471092	3/2/2026				
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b>	\$351.94
Refer	14040	ELECTION SOURCE	-			

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## Payments

## Current Period: MARCH 2026

Cash Payment	E 001-5143199	Election Miscellaneous	7 VOTING BOOTHS		\$1,449.26
Invoice 26-451		2/19/2026			
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b> \$1,449.26
Refer	14031	ELLIOTT ACE HARDWARE		-	
Cash Payment	E 005-5813500	Infrastructure Maintenance	SPARK TORCH LIGHTER		\$8.98
Invoice 125266		2/4/2026			
Cash Payment	E 001-5213210	Police-vehicle	WINDSHIELD WASH		\$12.92
Invoice 125369		2/7/2026			
Cash Payment	E 001-5233205	Fire Supplies &	FASTENERS/HARDWARE/ROPE/NUT DRIVER SET/DRILL BITS		\$35.34
Invoice 125374		2/7/2026			
Cash Payment	E 001-5413210	PW equip maint &	FASTENERS/HARDWARE/ROPE		\$37.35
Invoice 125503		2/12/2026			
Cash Payment	E 001-5423100	Signs/posts/line painting	WEED KILLER/DUCK TAPE		\$41.38
Invoice 125562		2/16/2026			
Cash Payment	E 001-5423100	Signs/posts/line painting	HEX NUT		\$10.34
Invoice 125565		2/16/2026			
Cash Payment	E 001-5423100	Signs/posts/line painting	FASTENERS/HARDWARE/ROPE		\$3.69
Invoice 125575		2/16/2026			
Cash Payment	E 001-5413210	PW equip maint &	BALL VALVE/HEX BRUSH/ELBOW		\$80.49
Invoice 125601		2/7/2026			
Cash Payment	E 001-5213420	Police-	STAPLES FOR FIREARM TRAINING		\$5.93
Invoice 125750		2/22/2026			
Cash Payment	E 001-5233205	Fire Supplies &	8G ACTION PACKER TOTE		\$35.99
Invoice 125768		2/23/2026			
Cash Payment	E 005-5813500	Infrastructure Maintenance	CONTRACTOR HOSE/TIES		\$107.08
Invoice 125776		2/23/2026			
Cash Payment	E 001-5433100	Pavement Maintenance	RUST SPRAY/WRENCH/RATCHET		\$104.61
Invoice 125791		2/24/2026			
Cash Payment	E 001-5413199	PW Bldg & grounds	HALLWAY PAINT		\$77.38
Invoice 125806		2/24/2026			
Cash Payment	E 005-5813500	Infrastructure Maintenance	WRECKING BAR		\$29.69
Invoice 125891		2/27/2026			
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b> \$591.17
Refer	14167	ELM GROVE PROFESSIONAL		-	
Cash Payment	G 001-2111300	Union Dues-Police	2026 DUES \$50.50 PER MONTH		\$757.50
Invoice 030126		3/1/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$757.50
Refer	14107	EMS MANAGEMENT &		-	
Cash Payment	E 008-5223260	Ambo Billing Charges	7% OF TOTAL COLLECTIONS - \$13,194.38		\$923.61
Invoice					
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$923.61
Refer	14166	EMSPS		-	
Cash Payment	E 008-5221000	Salaries - Admin Billing	MONTHLY SERVICE MARCH		\$1,250.00
Invoice 030126		3/1/2026			
Cash Payment	E 008-5223400	EMS Communications	MEDICAL PROTOCOL APP SUBSCRIPTION 2026		\$325.00
Invoice 031526-MP		3/1/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$1,575.00
Refer	14100	FIRST RESPONDERS		-	

## VILLAGE OF ELM GROVE

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## Payments

Current Period: MARCH 2026

Cash Payment	E 001-5212018	PD Health-Psychological	INDIVIDUAL THERAPY		\$125.00
Invoice	0226EGPD	3/5/2026			
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b> \$125.00
Refer	14041	FORWARD TS			
Cash Payment	E 001-5143326	Village wide copy equip	PD PRINTER		\$172.25
Invoice	AR276641	2/27/2026			
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b> \$172.25
Refer	14131	FRIED, KATHLEEN A			
Cash Payment	E 001-5523160	Instructor Fees-	YOGA JAN 5 - MAR 26		\$472.50
Invoice	030126	3/18/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$472.50
Refer	14101	GRAINGER			
Cash Payment	E 001-5213510	Police-Office Equip maint	SPEAKER MICROPHONE		\$170.07
Invoice	9827639171	3/3/2026			
Cash Payment	E 001-5523198	Building/Grounds	FAUCET FOR POOL HOUSE BATHROOMS		\$115.10
Invoice	9834385016	3/9/2026			
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b> \$285.17
Refer	14121	HARTLAND, VIL OF - PD			
Cash Payment	E 001-5215335	PD Suburban Critical	MAJOR INVESTIGATIONS UNIT ANNUAL DUES		\$750.00
Invoice	030126	3/3/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$750.00
Refer	14102	HEYGOV			
Cash Payment	E 001-5423350	PW software	MONTHLY HEYGOV MODULE		\$129.00
Invoice	C9ED2465-0010	3/4/2026			
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b> \$129.00
Refer	14134	ILDSJEL MARTIAL ARTS			
Cash Payment	E 001-5523160	Instructor Fees-	TAEKWONDO 1/6/26-3/12/26		\$525.00
Invoice	030126	3/18/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$525.00
Refer	14042	JANI-KING OF MILWAUKEE			
Cash Payment	E 001-5143350	Bldg Cleaning- Contract	MONTHLY SERVICE CONTRACT MARCH		\$2,112.00
Invoice	MIL03260030	3/1/2026			
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b> \$2,112.00
Refer	14043	JOHNS DISPOSAL SERVICE			
Cash Payment	E 001-5443100	Contracted Waste	JANUARY LANDFILL CHARGES		\$7,075.65
Invoice	202253	2/5/2026			
Cash Payment	E 001-5443100	Contracted Waste	FEBRUARY CONTRACTED GARBAGE		\$23,414.46
Invoice	2039850	2/26/2026			
Cash Payment	E 001-5443200	Contracted Recycling	FEBRUARY CONTRACTED RECYCLE		\$20,750.28
Invoice	2039850	2/26/2026			
Cash Payment	E 001-5443100	Contracted Waste	FEBRUARY MUNICIPAL BULKY		\$2,425.92
Invoice	2039850	2/26/2026			
Cash Payment	E 001-5443200	Contracted Recycling	FRBRUARY CONTRACTED RECYCLE		\$866.40
Invoice	2039850	2/26/2026			
Cash Payment	E 001-5443500	Brush Disposal	FEBRUARY LANDFILL CHARGES		\$850.44
Invoice	2039850	2/26/2026			
Cash Payment	E 001-5443100	Contracted Waste	FEBRUARY LANDFILL CHARGES		\$5,905.81
Invoice	2050969	3/5/2026			

## VILLAGE OF ELM GROVE

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## Payments

Current Period: MARCH 2026

Transaction	3 /4 /2026	Town Bank	1110300	<b>Total</b>	\$61,288.96
Refer	14044 <i>KL ENGINEERING</i>	-			
Cash Payment	E 013-5970407 2026/28 Pathway -	ENGINEERING & DESIGN SERVICES FOR			\$25,408.79
		2026 & 2028 VILLAGE PATHWAYS 12/2025-			
		01/31/2026			
Invoice 20260225	2/23/2026				
Transaction	3 /4 /2026	Town Bank	1110300	<b>Total</b>	\$25,408.79
Refer	14104 <i>LIECHTY &amp; ASSOCIATION</i>	-			
Cash Payment	E 001-5173200 GG Bldg maintenance	JANUARY-FEBRUARY SERVICES			\$6,695.00
Invoice 5035	3/2/2026				
Transaction	3 /12/2026	Town Bank	1110300	<b>Total</b>	\$6,695.00
Refer	14170 <i>LINCOLN CONTRACTORS SUPPLY,</i>	-			
Cash Payment	E 001-5433220 PW equip rental	CORE DRILL FOR STREET CROSS SECTION			\$1,137.96
		REVIEW			
Invoice R66792	3/9/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$1,137.96
Refer	14045 <i>LINDE GAS &amp; EQUIPMENT INC</i>	-			
Cash Payment	E 008-5223230 Ambo Medical Supplies	MEDICAL SUPPLIES			\$222.68
Invoice 55089736	2/22/2026				
Transaction	3 /4 /2026	Town Bank	1110300	<b>Total</b>	\$222.68
Refer	14046 <i>MARTINIZING</i>	-			
Cash Payment	E 001-5213100 Police-Clothing	DRY CLEANING			\$144.78
Invoice 9406	3/1/2026				
Cash Payment	E 001-5213100 Police-Clothing	DRY CLEANING			\$167.42
Invoice 9361	3/1/2026				
Cash Payment	E 001-5213100 Police-Clothing	DRY CLEANING			\$1,095.35
Invoice 9406	3/4/2026				
Transaction	3 /4 /2026	Town Bank	1110300	<b>Total</b>	\$1,407.55
Refer	14108 <i>MEI TOTAL ELEVATOR SOLUTIONS_</i>	-			
Cash Payment	E 001-5173200 GG Bldg maintenance	FEB-APRIL QUARTERLY SERVICE			\$378.56
Invoice 1169026	2/1/2026				
Transaction	3 /17/2026	Town Bank	1110300	<b>Total</b>	\$378.56
Refer	14105 <i>MOULAS GROUP LLC</i>	-			
Cash Payment	E 001-5143330 Computer Maintenance	AUVIK NETWORK MONITORING WILL BE			\$14,780.00
		REIMBURSED VIA WEMS GRANT			
Invoice 108379	2/22/2026				
Cash Payment	E 001-5143330 Computer Maintenance	FORTIANALYZER WILL BE REIMBURSED VIA			\$4,450.00
		WEMS GRANT			
Invoice 108380	2/22/2026				
Transaction	3 /12/2026	Town Bank	1110300	<b>Total</b>	\$19,230.00
Refer	14109 <i>NAYLOR, BRIAN</i>	-			
Cash Payment	G 001-3260450 FB-Fire Drill Funds	DRILL			\$59.83
Invoice 030126	3/12/2026				
Transaction	3 /17/2026	Town Bank	1110300	<b>Total</b>	\$59.83
Refer	14171 <i>NEENAH FOUNDRY COMPANY</i>	-			
Cash Payment	E 001-5433100 Pavement Maintenance	REPLACEMENT DWP LIBRARY PARKING AREA			\$238.00
Invoice 210120	3/9/2026				
Transaction	3 /18/2026	Town Bank	1110300	<b>Total</b>	\$238.00

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Refer	14047	NORTHERN LAKE SERVICE INC	-			
Cash Payment	E 001-5173200	GG Bldg maintenance	-	MONTHLY WDNR BACTERIA TESTING - FEBRUARY		\$31.00
Invoice	2602480	2/17/2026				
Cash Payment	E 001-5173200	GG Bldg maintenance		MONTHLY WDNR BACTERIA TESTING - MARCH		\$31.00
Invoice	2603285	3/4/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$62.00
Refer	14172	PACKER FASTNER	-			
Cash Payment	E 001-5413210	PW equip maint &	-	SCREWS		\$109.92
Invoice	IN413492	3/13/2026				
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b>	\$109.92
Refer	14110	PERSONNEL EVALUATION INC	-			
Cash Payment	E 001-5203425	Dispatch recruitment	-	MONTHLY BILLING - FEBRUARY		\$75.00
Invoice	57224	2/28/2026				
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b>	\$75.00
Refer	14048	PORT A JOHN	-			
Cash Payment	E 001-5523198	Building/Grounds	-	FEBRUARY RESTROOM SERVICE		\$154.00
Invoice	1390693-IN	2/13/2026				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b>	\$154.00
Refer	14111	PROHEALTH CARE MEDICAL ASSOC	-			
Cash Payment	E 001-5143099	GG- miscellaneous exp	-	DPW SEASONAL EMPLOYEE TESTING		\$59.00
Invoice	329911	3/2/2026				
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b>	\$59.00
Refer	14112	R&R INSURANCE SERVICES INC	-			
Cash Payment	E 001-5193415	Insurance- Gen	-	Q2 26 - Gen Liab./Police/Auto/Public Officials		\$7,831.64
Invoice	3367633	3/2/2026				
Cash Payment	E 001-5193416	Insurance- Police	-	Q2 26 - Gen Liab./Police/Auto/Public Officials		\$5,603.27
Invoice	3367633	3/2/2026				
Cash Payment	E 001-5193430	Insurance- Vehicles	-	Q2 26 - Gen Liab./Police/Auto/Public Officials		\$2,881.33
Invoice	3367633	3/2/2026				
Cash Payment	E 001-5193435	Insurance -Public	-	Q2 26 - Gen Liab./Police/Auto/Public Officials		\$8,681.79
Invoice	3367633	3/2/2026				
Cash Payment	E 002-3230550	Insurance	-	Q2 26 - Gen Liab./Police/Auto/Public Officials		\$3,939.40
Invoice	3367633	3/2/2026				
Cash Payment	E 001-5193445	Insurance- Workers	-	Q2 26 - WORKERS COMPENSATION		\$24,492.85
Invoice	3367634	3/2/2026				
Cash Payment	E 002-3230550	Insurance	-	Q2 26 - WORKERS COMPENSATION		\$1,289.15
Invoice	3367634	3/2/2026				
Cash Payment	E 001-5193430	Insurance- Vehicles	-	Q2 26 - Gen Liab./Police/Auto/Public Officials		\$6,082.07
Invoice	3367633	3/2/2026				
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b>	\$60,801.50
Refer	14133	RUEKERT MIELKE, INC.	-			
Cash Payment	G 001-3340753	Resident Billings	-	ROB MILLER HOMES		\$422.00
Invoice	161911	2/12/2026				
Cash Payment	E 013-5970402	Engineering/Design	-	2026 PEDESTRIAN PATHWAY		\$369.25
Invoice	161911	2/12/2026				
Cash Payment	G 001-3340753	Resident Billings	-	CAROLINE HEIGHTS DEVELOPMENT		\$1,668.02
Invoice	161911	2/12/2026				

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## Payments

Current Period: MARCH 2026

Cash Payment	E 005-5813100	Engineering/Consulting	STORMWATER ENGINEERING		\$844.00
Invoice 161911		2/12/2026			
Cash Payment	E 005-5813100	Engineering/Consulting	STORMWATER ENGINEERING		\$1,213.25
Invoice 161911		2/12/2026			
Cash Payment	E 013-5970402	Engineering/Design	HIGHLAND DR NORTH PEDESTRIAN PATHWAY		\$398.00
Invoice 161912		2/12/2026			
Cash Payment	E 002-3230455	MMSD- PP/II Project Costs	LATERAL REHAB PROFESSIONAL SERVICES		\$2,704.10
			12/27/25-1/23/26		
Invoice 161913		2/12/2026			
Cash Payment	E 001-5143332	GIS Expense	ANNUAL SERVICES		\$9,000.00
Invoice 161915		2/12/2026			
Cash Payment	E 005-5813200	Permit Expenditures	NR216/MS4 COMPLIANCE PROFESSIONAL SERVICES 10/4/25-1/23/26		\$3,000.00
Invoice 161914		2/12/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$19,618.62
Refer	14113	SAFEBUILT			
Cash Payment	E 001-5241000	Inspections-Building	FEBRUARY 2026		\$7,448.22
Invoice 3384849		3/4/2026			
Cash Payment	E 001-5241100	Inspections-Electrical	FEBRUARY 2026		\$2,248.35
Invoice 3384849		3/4/2026			
Cash Payment	E 001-5241150	Inspections- HVAC	FEBRUARY 2026		\$1,214.58
Invoice 3384849		3/4/2026			
Cash Payment	E 001-5241200	Inspections- Plumbing	FEBRUARY 2026		\$959.84
Invoice 3384849		3/4/2026			
Cash Payment	E 001-5241350	Inspection-misc	PLAN REVIEW		\$148.75
Invoice 2887139A		3/4/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$12,019.74
Refer	14103	SCHINDLER, JOHN			
Cash Payment	E 001-5143000	GG Training/Dues	ENGINEERING CLASS REIMBURSMENT		\$821.25
Invoice 030126		3/10/2026			
Transaction	3 /12/2026		Town Bank	1110300	<b>Total</b> \$821.25
Refer	14114	SECURIAN FINANCIAL GROUP INC			
Cash Payment	E 001-5142005	GG Life Insurance	GG LIFE INS		\$145.13
Invoice 040126		3/17/2026			
Cash Payment	E 001-5202005	Dispatch Life Insurance	DISPATCH LIFE INS		\$71.82
Invoice 040126		3/17/2026			
Cash Payment	E 001-5212005	Police Life Insurance	PD LIFE INS		\$288.56
Invoice 040126		3/17/2026			
Cash Payment	E 001-5412005	DPW- life insurance	DPW LIFE INS		\$115.22
Invoice 040126		3/17/2026			
Cash Payment	E 001-5612005	Forestry- Life Insur	FORESTRY LIFE INS		\$20.46
Invoice 040126		3/17/2026			
Cash Payment	E 006-5512005	Library- life insurance	LIB LIFE INS		\$64.67
Invoice 040126		3/17/2026			
Cash Payment	E 001-5522005	Recreation-life insurance	REC LIFE INS		\$15.36
Invoice 040126		3/17/2026			
Cash Payment	G 001-2111600	Life Insurance Payable	PAYABLE LIFE INS		\$456.83
Invoice 040126		3/17/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$1,178.05
Refer	14049	SIGNS & LINES			

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## Payments

Current Period: MARCH 2026

Cash Payment	E 007-5970200	5 yr Capital Police	PD SQUADS WRAPPED		\$817.56
Invoice	631116	2/20/2026			
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b> \$817.56
Refer	14050	STATEWIDE SECURITY SYSTEMS	-		
Cash Payment	E 001-5413000	Telephone,alarms PW	QUARTETLY CHARGE WITH CELLULAR COMMUNICATION		\$150.00
Invoice	200525	3/1/2026			
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b> \$150.00
Refer	14051	STERNITZKY, NICCI	-		
Cash Payment	G 001-3260800	FB Beautification Comm	EGBC BOOK CLUB 2/18/26 WINE & FOOD		\$45.40
Invoice	030126	3/4/2026			
Cash Payment	G 001-3260800	FB Beautification Comm	2026 SEWISC MEMBERSHIP - ANNUAL		\$50.00
Invoice	030126	3/4/2026			
Cash Payment	G 001-3260800	FB Beautification Comm	ANNUAL RENEWAL CANVA		\$119.99
Invoice	030126	3/4/2026			
Cash Payment	G 001-3260800	FB Beautification Comm	CHAINSAW BLADE SHARPENING		\$54.60
Invoice	030126	3/10/2026			
Cash Payment	G 001-3260800	FB Beautification Comm	MAKINGS FOR SEED BALLS FOR TONAWANDA AND PPMS		\$135.72
Invoice	030126				
Transaction	3 /4 /2026		Town Bank	1110300	<b>Total</b> \$405.71
Refer	14115	STREICHER S	-		
Cash Payment	E 001-5213105	Police-Uniforms-	PD UNIFORMS		\$233.97
Invoice	11811327	2/18/2026			
Cash Payment	E 001-5213210	Police-vehicle	BARRIER TAPE		\$12.99
Invoice	11811333	2/18/2026			
Cash Payment	E 001-5233300	Fire Uniforms and Clothing	FD UNIFORMS		\$147.99
Invoice	11812824	2/26/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$394.95
Refer	14173	STRYKER MEDICAL	-		
Cash Payment	E 008-5223230	Ambo Medical Supplies	PD DEFIBRILLATOR		\$306.68
Invoice	9211757381	3/9/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$306.68
Refer	14116	TACTICAL SOLUTIONS	-		
Cash Payment	E 001-5213210	Police-vehicle	CERTIFICATION RADAR UNITS & LASER UNITS		\$512.00
Invoice	11230	2/27/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$512.00
Refer	14117	TAPCO	-		
Cash Payment	E 001-5423100	Signs/posts/line painting	REPLACEMENT SIGNS		\$386.42
Invoice	11818087	2/2/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$386.42
Refer	14119	T-MOBILE	-		
Cash Payment	E 001-5213555	PD Investigation	SEARCH WARRANT		\$50.00
Invoice	L2601280270	1/28/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$50.00
Refer	14120	TRANS UNION LLC	-		
Cash Payment	E 001-5213425	Police-Recruitment	RECRUITMENT CREDIT CHECK		\$32.03
Invoice	02604706	2/25/2026			

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Transaction	3 /17/2026	Town Bank	1110300	Total	\$32.03
Refer	14122 VON BRIESEN & ROPER SC	-			
Cash Payment	E 001-5121075 Legal Expense	PROFESSIONAL SERVICES JANUARY 2026 - MUNI COURT			\$3,574.16
Invoice 521492	2/28/2026				
Cash Payment	E 001-5121075 Legal Expense	PROFESSIONAL SERVICES FEBRUARY 2026 - MUNI COURT			\$2,713.20
Invoice 522013	3/6/2026				
Cash Payment	E 001-5163100 Legal Exp-de la Mora	RETAINER SERVICES THROUGH NOV 2025			\$81.90
Invoice 513470A	12/12/202				
Cash Payment	E 014-5814400 Creek Daylighting Project	UC DAYLIGHTING			\$305.80
Invoice 521496	2/28/2026				
Cash Payment	E 001-5163100 Legal Exp-de la Mora	WILBER CLAIM			\$2,648.60
Invoice 521496	2/28/2026				
Cash Payment	E 001-5163106 Other Legal Expense	MARED MECHANICAL			\$2,713.20
Invoice 521496	2/28/2026				
Cash Payment	G 001-3340753 Resident Billings	MANDEL			\$1,808.80
Invoice 521496	2/28/2026				
Cash Payment	E 001-5163100 Legal Exp-de la Mora	GENERAL LEGAL EXPENSE			\$5,386.80
Invoice 521496	2/28/2026				
Cash Payment	E 001-5163100 Legal Exp-de la Mora	GENERAL LEGAL EXPENSE			\$71.19
Invoice 521496	2/28/2026				
Cash Payment	E 001-5121075 Legal Expense	CIRCUIT COURT SERVICES			\$355.30
Invoice 521491	2/28/2026				
Cash Payment	E 001-5163106 Other Legal Expense	MARED MECHANICAL CLAIM			\$3,649.90
Invoice 521491	2/28/2026				
Cash Payment	E 001-5163105 Retainer - de la Mora	GENERAL LEGAL SERVICES THROUGH JANUARY 2026			\$1,230.00
Invoice 521493	2/28/2026				
Cash Payment	E 001-5163105 Retainer - de la Mora	GENERAL LEGAL SERVICES THROUGH FEBRUARY 2026			\$1,230.00
Invoice 522014	3/6/2026				
Cash Payment	E 014-5814400 Creek Daylighting Project	UC DAYLIGHTING TID #2			\$1,324.30
Invoice 522015	3/6/2026				
Cash Payment	E 001-5163100 Legal Exp-de la Mora	WILBER ZONING CLAIM			\$1,421.20
Invoice 522015	3/6/2026				
Cash Payment	E 001-5163100 Legal Exp-de la Mora	GENERAL LEGAL EXPENSE			\$4,715.80
Invoice 522015	3/6/2026				
Cash Payment	E 001-5163106 Other Legal Expense	MARED MECHANICAL CLAIM			\$775.20
Invoice 522015	3/6/2026				
Cash Payment	G 001-3340753 Resident Billings	MANDEL			\$129.20
Invoice 522015	3/6/2026				
Cash Payment	E 001-5121075 Legal Expense	CIRCUIT COURT SERVICES THROUGH FEBRUARY 2026			\$710.60
Invoice 522012	3/6/2026				
Cash Payment	E 001-5163100 Legal Exp-de la Mora	GENERAL LEGAL EXPENSE (02/16-02/18)			\$273.17
Invoice 522015	3/6/2026				
Transaction	3 /17/2026	Town Bank	1110300	Total	\$35,118.32
Refer	14123 WAUKESHA CO CLERK	-			
Cash Payment	E 001-5143200 License Expense	ANIMAL LICENSES 2026			\$306.00
Invoice 030126	2/26/2026				
Transaction	3 /17/2026	Town Bank	1110300	Total	\$306.00
Refer	14124 WAUKESHA CO TECH COLLEGE	-			

VILLAGE OF ELM GROVE

Payments

Current Period: MARCH 2026

Cash Payment	E 008-5223520	EMS Training	PALS PROVIDERS CARD		\$36.00
Invoice	S0887396	2/26/2026			
Cash Payment	E 001-5213420	Police-	NEW DETECTIVE COURSE - HM		\$1,225.00
Invoice	S0887397	2/26/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$1,261.00
Refer	14125	WAUKESHA CO TREASURER	-		
Cash Payment	E 001-5143300	Tax Roll Preparation Exp	2.30 PER PARCEL (2573 PARCELS)		\$5,917.90
Invoice	CINV2026-00789	2/24/2026			
Cash Payment	R 001-4362000	Court Fines - Expense	JAIL & OWI SURCHARGES FOR FEBRUARY		\$2,415.97
Invoice	030126	3/13/2026			
Cash Payment	E 001-5124399	Court Miscellaneous	INMATE BILLING FEBRUARY 2026		\$31.43
Invoice	CINV2026-01028	3/9/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$8,365.30
Refer	14132	WI COURT FINES AND SURCHARGES	-		
Cash Payment	R 001-4362000	Court Fines - Expense	FEBRUARY PENALTY SURCHARGES		\$6,435.70
Invoice	030126	3/13/2026			
Transaction	3 /18/2026		Town Bank	1110300	<b>Total</b> \$6,435.70
Refer	14126	WI SUPREME COURT	-		
Cash Payment	E 001-5121070	Judicial Education	CONTINUING JUDICAL EDUCATION		\$800.00
Invoice	680-0000001882	3/1/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$800.00
Refer	14127	XEROX IT SOLUTIONS	-		
Cash Payment	E 007-5970150	5 yr Capital I.T.	SERVER REFERESH		\$12,868.71
Invoice	01628915	3/5/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$12,868.71
Refer	14128	XYLEM WATER SOLUTIONS	-		
Cash Payment	E 002-3230400	Repair and Maintenance	MULTISMART INTERFACE		\$1,965.00
Invoice	3556E11478	2/23/2026			
Transaction	3 /17/2026		Town Bank	1110300	<b>Total</b> \$1,965.00

Fund Summary

	1110300	Town Bank	
001 General Fund			\$286,541.09
002 Sewer Fund			\$9,897.65
005 Stormwater Operation Fund			\$5,203.00
006 Library Operating Fund			\$114.67
007 5 Year Capital Fund			\$16,522.27
008 Emergency Medical Service			\$3,063.97
009 Donation Fund			\$4,536.00
013 Transportation Fund			\$26,176.04
014 TIF #2 Special Revenue Fund			\$1,630.10
			\$353,684.79

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$353,684.79
<b>Tota</b>	<b>\$353,684.79</b>