

VILLAGE BOARD AGENDA - AMENDED
MONDAY, MAY 22, 2023
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

Pledge of Allegiance – Trustee Conner

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

1. Proclamation honoring Susan Loppnow for her 26 years of service to the Village of Hartland.
2. Consideration of Village Board minutes of May 8, 2023.
3. Items related to vouchers.
 - a. Consideration of Contractor payment #1 to DF Tomasini for utility repairs.
 - b. Consideration of Contractor final payment to American Pavement Solutions, Inc for 2023 Crack Sealing Program.
 - c. Consideration of vouchers for payment in the amount of \$ 741,572.02.
4. Actions related to Licenses and Permits
 - a. Consideration of Operator's (Bartender) Licenses.
 - b. Consideration of Licenses and Permits related to St. Charles Fall Fest Sept. 8-10, 2023.
 - i. Temporary Class "B"/"Class B" retailers license.
 - ii. Temporary Operator's license.
 - c. Consideration of Restricted Species Permits.
5. Consideration of Ordinance No. 04/24/2023 "An Ordinance Creating Substitute Amendment of the Village of Hartland Code of Ordinances Regulating Residency Restrictions for Sex Offenders".
6. Consideration of a First Reading of Bill for an Ordinance No. 05/22/2023-01 "An Ordinance to Amend Chapter 70-3 of the Village of Hartland Municipal Code Pertaining to Park Hours with Penalty".
7. Consideration of a First Reading of Bill for an Ordinance No. 05/22/2023-02 "An Ordinance to Amend Chapter 70-4 of the Village of Hartland Municipal Code Pertaining to Posting of Notices".

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8. Consideration of a First Reading of Bill for an Ordinance No. 05/22/2023- 03 “An Ordinance to Amend Chapter 70-5 of the Village of Hartland Municipal Code Pertaining to allowing the sale of fermented malt beverages within specific land areas”.

Item referred from the May 15, 2023, Plan Commission Meeting

9. Consideration of construction of a gazebo shelter for playground area, 1280 Bristlecone Drive.

Other Items for Consideration

10. Discussion and consideration of an application for a Special Events Permit for Tabi’s Anniversary Celebration July 29th, 2023, 111 E. Capitol Drive.
11. Discussion and consideration of an application for a Special Events Permit for St. Charles Fall Fest, Sept. 8-10, 2023.
12. Presentation of Business Improvement District marketing study.
13. Consideration of appointment to the Business Improvement District.
14. Discussion and consideration of awarding Hartbrook pedestrian bridge construction.
15. Consideration of Authorization of surplus of 2003 F-350 to sell on Wisconsin Surplus or Facebook Market Place.
16. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.
17. Adjournment.

Ryan Bailey, Village Manager

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

To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The Meeting ID is 869 0887 0783.

Or participate online:

<https://us02web.zoom.us/j/86908870783?pwd=TllYeWNudXFLZFVhN1F5VWUwbElpdz09>

*P*ROCLAMATION

*In Recognition of over Twenty-Six Years of Service
to the Village of Hartland by Susan Loppnow*

Whereas, Police and Fire Commission President Susan Loppnow has loyally served the Village of Hartland residents for over 26 years as a Police and Fire Commissioner having been first appointed in October of 1996, and;

Whereas, Susan Loppnow demonstrated dedication and provided a guiding hand to the appointment of personnel on the Hartland Police and Fire Department, and;

Whereas, Susan Loppnow participated in the recruitment process for all of the current police officers serving at the Hartland Police Department and all but one of the current firefighters serving at the Hartland Fire Department, which directly contributed to the level of excellence in police and fire service provided to the Village of Hartland, and;

Whereas, The Village of Hartland Board of Trustees believes that Susan Loppnow has been an asset to the community through her dedicated service and is thanked for her dedication and over twenty-six years of service to the Village of Hartland.

Now, Therefore, the Village Board for the Village of Hartland hereby proclaims thanks and appreciation to Police and Fire President Susan Loppnow for her over twenty-six years of service to the Village of Hartland and encourages the community to join it in extending thanks to this public servant's service.

Dated this 22nd day of May 2023.

Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, WCMC/CMC, Village Clerk

VILLAGE BOARD MINUTES
MONDAY, MAY 08, 2023
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

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

Others Present: Village Manager Bailey, Deputy Clerk Bushey, DPW Director Felkner, Police Chief Misko, Recreation Director Rennekamp, Fire Chief Jambretz, Deputy Fire Chief Walker, Division Chief Sharp, Marcos Lara, Sandi Watt, and Library Director Christensen.

Pledge of Allegiance – Trustee Wallschlager

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

No comments

1. Motion (Conner/Hallquist) to approve the Village Board minutes of April 24th, 2023. Motion carried. (7-0).
2. Motion (Wallschlager/Truttschel) to approve vouchers for payment in the amount of \$640,040.11. Motion carried (7-0).
3. Consideration of actions related to Licenses and Permits.
 - a. Licenses –
Motion (Hallquist/Wallschlager) to approve Operator's (Bartender's) License for William Michael Woodward, Jeanna Morris, Callie Ann Strayer. Carried (7-0).

b. Amusement Device License –

Police Chief Misko explained that the Department of Revenue sent something out a year ago regarding amusement devices and it does go out with the Renewal packets. He said when an establishment registers their devices as you can see on their form there are a couple of video game devices for HB Café and the statute does not allow those in a non-class B establishments, it would be a felony offense. HB Café is a Class B establishment so it's not a felony type of issue, but it does fall under the state statute under a forfeiture which local police department does not authority to enforce but it may be something that the Department of Revenue could look at it at any time if they chose to. Pfannerstill asked him to clarify that HB Café is a Class B establishment and Chief Misko said yes, they can have five or less devices where it would not constitute an actual crime. He said jurisdiction would solely lie with the Department of Revenue through the State of Wisconsin.

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Pfannerstill asked Ms. Watt if she were to change the number of devices to come to the Village to let them know.

Motion (Pfeiffer/Hallquist) to approve the Amusement Device License for HB Café LLC. Carried (7-0).

c. Restricted Species Permit –

Marcos Lara 329 Prospect Ave. for 12 Chickens-

Marcos Lara said that he would like to have 12 chickens and his purpose is eggs for his family plus 2 neighbors. He said they also have a community garden. Wallschlager asked if there is a maximum number of chickens a person can have. Village Manager Bailey said the Village does not have a limit. Wallschlager asked if Building Inspector Hussinger would be the one to check on this at a later time. Bailey said it would be put on a list and checked in year. Bailey said the board could also approve it conditionally for a year.

Motion (Truttschel/Pfeiffer) to approve the Restricted Species Permit for 12 chickens with the permit being reviewed in one year for Marcos Lara. Carried (7-0).

Edward Adams 924 S. Imperial Drive for 6 Chickens-

Mr. Adams was not present and there were several questions.

Motion (Wallschlager/Truttschel) to postpone this application until the May 22nd Village Board meeting and only take up without further postponement if the applicant is present. Carried (7-0).

4. Consideration of Second Reading for Ordinance No. 04/24/2023 “An Ordinance Creating Substitute Amendment of the Village of Hartland Code of Ordinances Regulating Residency Restrictions for Sex Offenders.”

Village Manager Bailey stated this is the second reading and there will be some minor changes coming for the 3rd reading and there were items that Chief Misko, Bailey and the Village Attorneys went through. Hallquist asked what the changes were from the initial packet presentation to the current revised packet. Police Chief Misko gave a list of items to be updated at the next meeting.

Items referred from the May 1, 2023, Park, and Recreation Board meeting -

5. Discussion and consideration of an application for a Special Events Permit for Hartland Public Library, Summer Reading Program Kickoff on June 10, 2023-

Library Director Christensen said the event will be from 11 am to 1 pm. Activities include yard games, a bouncy house obstacle course, a table to sign up for reading, plus crafts. The Lake Country Beer Garden will be opening early on that day for the event.

Motion (Truttschel/Hallquist) to approve the Special Event Permit for the Hartland Public Library Reading Program Kickoff June 10, 2023. Carried (7-0).

6. Discussion and consideration of an application for a Special Events Permit for National Night Out on August 3, 2023-

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This event has been held in the past and it will look similar. Flight for life will be landing in the Nixon Park baseball field. The event is to support the police, fire department and public works. There will be vendors and food opportunities. It will also be in line with one of the evenings of the Thursday Concert Series so there will be music as well.

Motion (Pfeiffer/Hallquist) to approve the application for a Special Event Permit for National Night out on August 3, 2023. Carried (7-0).

7. Discussion and consideration of an application for a Special Events Permit for Tundraland on Deck June 24, 2023.

Tundraland would like to hold an event at Nixon Park to engage the community on June 24th from 11am- 2pm. Activities will include a bounce house, free food, and face painting.

Motion (Conner/Hallquist) to approve the application for the Special Event for Tundraland on Deck on June 24th, 2023 at Nixon Park. Carried (7-0).

Recess taken at 7:11pm

Resumed at 7:17pm

Other Items for Consideration

8. Discussion and Consideration of an application for a Special Events Permit for Hartland Farmer's Market June 25- October 29, 2023.

Pfannerstill commented that that this event has been running for a long time. It is growing and will be in the same location.

Motion (Pfeiffer/Wallschlager) to approve the application for the Special Event for Hartland Farmer's Market at the same location from June 25-October 29, 2023. Carried (7-0).

9. Consideration of authorizing staff to complete and submit a Simplified Rate Case Water Utility Rate Increase on behalf of Hartland Water Utility-

Village Manager Bailey said annually he reviews this to see if we are eligible, there is a formula that is done through the Public Service Commission. He said back in 2016 they did a full rate case and at that point it originally recommended like a 58% increase that we ended up doing a 30% increase, again in 2020 we were eligible for a 3% rate increase and now this year we are eligible for an 8% rate increase. He said what that means is when they run our numbers our net income is not hitting the goals set by the original rate case study so without doing that you will look at when we need a full rate case having a much larger full rate case requested. He said an 8% increase is high, and he said Public Works Director Felkner has some information on upcoming expenses. Felkner said through the DNR they had to do a lead copper service inspection through every resident we have to have that completed by October of 2024, he said that is also regulated by the EPA is requiring us to do that. He said the DNR came back to the Village because we have 12 lead services throughout the municipality and then we have 100's of houses built in the 1970's that have lead solder so they already notified us that coming in 2024

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the Village of Hartland will be responsible for injecting phosphate a polyphosphate which is like a coating that is like sugar water that coats the inside of the pipes so it doesn't let the lead bleed off of the solder and lead services so that expense is coming to the budget meetings this summer, will be \$75,000 in 2024 and then \$51,000 every year for chemicals from there on, so that is part of the increase. Pfannerstill said that is not coming from the Village of Hartland but higher levels and Felkner said it is coming from the DNR that regulates our water. He said the extra \$24000 is for pumps, scales, tanks, and metering equipment. He said after that we will have to pay \$51,000 every year for the chemicals. Bailey said the whole point of the full rate case increase is that every year you get to look and see how you are doing, and we are now eligible for the Simplified Rate Increase. He said you do not have to approve it but when we need money for things we would have to go out and borrow or do alternatives. Hallquist asked how much more of an increase would it be in the future if it is not approved now. Bailey said with the simplified rate increase it's a max, you get 8% or nothing, you can't say four, you get what you go out and do a full rate case study again, you get what you get but the number that we originally got was very high so the board was uncomfortable so we tweaked it down but it's all paying for the infrastructure whenever we put in any piping, any projects you're looking at several hundred thousand dollars and its expensive. He said if we do not do the Simplified Rate increase, we will have another opportunity next year and if it is 4% the PSC tells you what percentage. Bailey said utility costs are increasing.

Felkner said another big project coming down is we will have to reline or replace the water main from Cardinal all the way over to Aurora on Walnut Ridge. He said we will be using ARPA funds on that but if we did not it would cost the Village 1.5 million dollars just to replace that water main, but we are running through the marsh.

Truttschel asked what the cost is associated with fluoride. Felkner said we spend approximately \$10,000 a year on fluoride. He said fluoride is an acid and eats the stainless off of steel handles and we change our outlets every couple of years because it is so aggressive. Pfannerstill asked if he had the authority to stop doing that and he said the authority would be on the Village Board to do that, but they would have to do a study on that. Truttschel asked how many municipalities in Wisconsin do not have fluoride and Felkner said about 60% do have fluoride.

Brief discussion on fluoride and why it is injected into the water.

Motion (Pfeiffer/Conner) to complete and submit a Simplified Rate Case Water Utility Rate Increase on behalf of Hartland Water Utility. Carried (7-0).

10. Discussion and consideration of the 2024 Budget preparation schedule.

Village Manager Bailey said he had mentioned this at the last meeting. Key dates for the Budget workshop would be September 13 & 14.

Motion (Hallquist/Truttschel) to approve the 2024 Budget preparation schedule. Carried (7-0).

11. Presentation of the Hartland Fire Department Annual Report-

Fire Chief Jambretz presented the 2022 Hartland Fire Department Annual Report.

12. Consideration of appointments to BOR of Village President Pfannerstill, Trustees Tom Truttschel, and Tim Hallquist, Village Manager Bailey, and Clerk Igl.

Motion (Wallschlager/Conner) to appoint to BOR Village President Pfannerstill, Trustees Truttschel, and Tim Hallquist, Village Manager Bailey, and Clerk Igl. Carried (7-0).

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

Library Director Christensen said a new Adult Services employee was hired so they are fully staffed. They also received \$3600 in grants to cover partial attendance to the American Library Association conference in Chicago. The library also received a \$2500 grant to revitalize the teen area. A lot of prep is also being done for the summer reading program.

Public Works Director Felker – The centennial playground is up. The Utility project will be done in the next week and a half. There will be asphalt paving over the next 3 months and after Labor Day Nixon Park will be shut down for paving of the parking lot and paths.

Rec Director Rennekamp – T-ball starts the week after next. Summer camp is gearing up and most weeks are full plus a wait list. Hometown Celebration banners are up around the Village, and they still need volunteers to help with the event.

Chief Misko – Citizen academy coming to end. Chief Misko had an opportunity to teach the firearms portion which the Chenequa Police Chief and it was well received. The squad camera implementation went well and were able to troubleshoot a hiccup on one car that the sensor went off when shutting the trunk. A legislative meeting at Waukesha County Chiefs association meeting. They talked about hot topic issues and this year's number one issue was the shared revenue, another hot topic was emergency detention and mental health. Hoping to hear something in June regarding the building.

14. Adjournment.

Motion (Pfeiffer/Truttschel) to adjourn at 8:37 p.m.

Respectfully submitted,

Deidre Bushey
Village Deputy Clerk

Contractor's Application for Payment No. 1

	Application Date: 5/15/2023	Application Period: 2/14/23-5/15/23
To (Owner): Village of Hartland	From (Contractor): D.F. Tomasini Contractors, Inc	Via (Engineer): Ruekert & Mielke, Inc.
Contact: Dave Felkner	Contact: Chris Pulvermacher	Contact: Peter W. Gesch, P.E.
Project: 2023 Utilities Program	Address: N70 W25176 Indian Grass Lane Sussex, Wisconsin 53089	Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 09-10091.200

Change Order Summary

Approved Change Orders				
Number	Additions	Deductions (Enter as Positive Number)		
TOTALS				
NET CHANGE BY CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE	\$	230,902.00
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (Line 1 + Line 2)	\$	230,902.00
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates)	\$	137,836.50
5. RETAINAGE:		
a. 5% X \$115,451.00 Work Completed	\$	5,772.55
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) ..	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)	\$	132,063.95
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	\$	-
9. AMOUNT DUE THIS APPLICATION	\$	132,063.95

Contractor's Certification

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

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

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

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

By: Date: 5-15-2023

Payment of: \$ 132,063.95
(Line 9 or other - attach explanation of the other amount)

Recommended by: 05/16/2023
Peter W. Gesch, P.E. (Engineer) (Date)

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

Approved by: _____ (Owner) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

For (Project): 2023 Utilities Program							Application Date: 5/15/2023						
Application Period: 2/14/23-5/15/23							Owner's Contract No.:						
							Engineer's Project No.: 09-10091.200						
A	B	C	D	E	F	G		H		I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date			
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)		
Miscellaneous Sanitary Sewer Repairs – Various Locations													
1	4-Inch Sanitary Lateral - Slurry Backfill	L.F.	38.00	\$ 325.00	\$ 12,350.00			\$ -	38.00	\$ 12,350.00	38.00	\$ 12,350.00	
2	4-Inch Sanitary Lateral - Spoil Backfill	L.F.	32.00	\$ 141.00	\$ 4,512.00			\$ -	32.00	\$ 4,512.00	32.00	\$ 4,512.00	
3	3-Inch Asphalt Pavement Patch	S.Y.	25.00	\$ 97.00	\$ 2,425.00			\$ -	44.00	\$ 4,268.00	44.00	\$ 4,268.00	
4	Restoration - Topsoil and Sod	S.Y.	50.00	\$ 25.00	\$ 1,250.00			\$ -		\$ -		\$ -	
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 4)						\$ 20,537.00		\$ -		\$ -		\$ -	
Miscellaneous Storm Sewer Catch Basin Repairs - Various Locations													
5	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	310.00	\$ 80.00	\$ 24,800.00			\$ -	140.00	\$ 11,200.00	140.00	\$ 11,200.00	
6	Repair Storm Catch Basin - Slurry Backfill	V.F.	19.25	\$ 1,900.00	\$ 36,575.00			\$ -	13.16	\$ 25,004.00	13.16	\$ 25,004.00	
7	Replace Additional Adjusting Rings - Catch Basin	V.F.	4.00	\$ 1,100.00	\$ 4,400.00			\$ -		\$ -		\$ -	
8	Remove & Replace Catch Basin Frame and Grate	EA.	1.00	\$ 885.00	\$ 885.00			\$ -	1.00	\$ 885.00	1.00	\$ 885.00	
9	Reset Catch Basin Frame & Grate	EA.	5.00	\$ 490.00	\$ 2,450.00			\$ -	2.00	\$ 980.00	2.00	\$ 980.00	
10	6-Inch Concrete Driveway Remove & Replace	S.F.	30.00	\$ 25.00	\$ 750.00			\$ -		\$ -		\$ -	
11	3-Inch Asphalt Driveway Remove and Replace	S.Y.	10.00	\$ 97.00	\$ 970.00			\$ -		\$ -		\$ -	
12	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	70.00	\$ 124.00	\$ 8,680.00			\$ -		\$ -		\$ -	
13	Restoration - Topsoil and Sod	S.Y.	115.00	\$ 25.00	\$ 2,875.00			\$ -		\$ -		\$ -	
TOTAL OF ALL ESTIMATED PRICES (ITEMS 5 - 13)						\$ 82,385.00		\$ -		\$ -		\$ -	
Miscellaneous Storm Sewer Repairs - Various Locations													
14	Repair Storm Manhole - Slurry Backfill	V.F.	2.00	\$ 2,700.00	\$ 5,400.00			\$ -		\$ -		\$ -	
15	Replace Additional Adjusting Rings - Manhole	V.F.	1.00	\$ 1,300.00	\$ 1,300.00			\$ -		\$ -		\$ -	
16	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	30.00	\$ 124.00	\$ 3,720.00			\$ -		\$ -		\$ -	
TOTAL OF ALL ESTIMATED PRICES (ITEMS 14 - 16)						\$ 10,420.00		\$ -		\$ -		\$ -	
Miscellaneous Hydrant Repairs - Various Locations													
17	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	40.00	\$ 80.00	\$ 3,200.00			\$ -	20.00	\$ 1,600.00	20.00	\$ 1,600.00	
18	Remove & Replace Hydrant Assembly and Valve - Slurry	EA.	4.00	\$ 12,000.00	\$ 48,000.00			\$ -	4.00	\$ 48,000.00	4.00	\$ 48,000.00	
19	6-inch Concrete Driveway remove and replace	S.F.	200.00	\$ 25.00	\$ 5,000.00			\$ -		\$ -		\$ -	
20	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	50.00	\$ 124.00	\$ 6,200.00			\$ -		\$ -		\$ -	
21	Restoration - Topsoil and Sod	S.Y.	75.00	\$ 25.00	\$ 1,875.00			\$ -		\$ -		\$ -	
TOTAL OF ALL ESTIMATED PRICES (ITEMS 17 - 21)						\$ 64,275.00		\$ -		\$ -		\$ -	
Miscellaneous Water Valve Repairs - Various Locations													
22	30-Inch Concrete Curb & Gutter Remove & Replace	L.F.	30.00	\$ 80.00	\$ 2,400.00			\$ -	10.00	\$ 800.00	10.00	\$ 800.00	
23	8-Inch Water Main Valve Remove & Replace - Slurry	EA.	3.00	\$ 8,100.00	\$ 24,300.00			\$ -	3.00	\$ 24,300.00	3.00	\$ 24,300.00	
24	4-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	80.00	\$ 124.00	\$ 9,920.00			\$ -		\$ -		\$ -	
25	5-Inch Asphalt Pavement Patch (Two Lifts)	S.Y.	45.00	\$ 160.00	\$ 7,200.00			\$ -		\$ -		\$ -	
TOTAL OF ALL ESTIMATED PRICES (ITEMS 22 - 25)						\$ 43,820.00		\$ -		\$ -		\$ -	
Common to All Miscellaneous Utility Repairs - Various Locations													
26	Traffic Control, Signage & Barricades -Misc. Locations	L.S.	1.00	\$ 3,750.00	\$ 3,750.00			\$ -	0.50	\$ 1,875.00	0.50	\$ 1,875.00	
27	Erosion Control - Misc. Locations	L.S.	1.00	\$ 4,125.00	\$ 4,125.00			\$ -	0.50	\$ 2,062.50	0.50	\$ 2,062.50	

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

1

For (Project): 2023 Utilities Program								Application Date: 5/15/2023			
Application Period: 2/14/23-5/15/23								Owner's Contract No.:			
								Engineer's Project No.: 09-10091.200			
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
28	Crushed Aggregate Base Course	TON	30.00	\$53.00	\$ 1,590.00		\$ -		\$ -		\$ -
TOTAL OF ALL ESTIMATED PRICES (ITEMS 26 - 28)						\$ 9,465.00					
TOTAL BID ITEMS 1-85						\$230,902.00		\$ -		\$ 137,836.50	\$ 137,836.50
ADDITIONAL ITEMS											
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
TOTAL ADDITIONAL ITEMS						\$ -		\$ -		\$ -	\$ -
TOTAL ALL ITEMS						\$230,902.00		\$ -		\$ 137,836.50	\$ 137,836.50

May 17, 2023

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

Re: 2023 Crack Sealing Program
Project Closeout

Dear Mr. Bailey:

In accordance with the Contract Documents, the Contractor for this Project, American Pavement Solutions, Inc. has submitted a final Application for Payment and has furnished the enclosed Contract-required items:

1. Consent of Surety to Final Payment.
2. Certificate or other evidence of completed operations insurance.
3. Releases or waivers of lien from the first tier Subcontractors and Suppliers.

All are satisfactory and we recommend final payment, and give you notice (enclosed), that the completed Work is acceptable subject to the provisions of General Conditions paragraph 15.07.

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

Respectfully,

RUEKERT & MIELKE, INC.



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

PWG:pwg
Enclosure(s)

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

Contractor's Application for Payment No. 1 (FINAL)

Application Date: 5/12/2023		Application Period: 5/2/2023 - 5/5/2023
To (Owner): Village of Hartland	From (Contractor): American Pavement Solutions, Inc.	Via (Engineer): Ruekert & Mielke, Inc.
Contact: Dave Felkner	Contact: Adam Helstad/Robert Burkel	Contact: Peter W. Gesch, P.E.
Project: 2023 Crack Sealing Program	Address: 1455 Gruber Road Green Bay, WI 54313	Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 09-10092.300

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions (Enter as Positive Number)	
CO-1	\$3,000.00		1. ORIGINAL CONTRACT PRICE \$ 29,502.00
			2. Net change by Change Orders \$ 3,000.00
			3. CURRENT CONTRACT PRICE (Line 1 + Line 2) \$ 32,502.00
			4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) \$ 32,502.00
			5. RETAINAGE:
			a. 5% X _____ Work Completed \$ -
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .. \$
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a, + Line 6) \$ 32,502.00
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) \$ -
			9. AMOUNT DUE THIS APPLICATION \$ 32,502.00
TOTALS	\$3,000.00		
NET CHANGE BY CHANGE ORDERS		\$3,000.00	

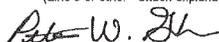
Contractor's Certification

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

- (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;
- (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and
- (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Timothy D. Helstad, President  Date: May 16, 2023

Payment of: \$ 32,502.00
(Line 9 or other - attach explanation of the other amount)

Recommended by:  5/12/2023
Peter W. Gesch, P.E. (Engineer) (Date)

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

Approved by: _____
(Owner) (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 1 (FINAL)

For (Project): 2023 Crack Sealing Program						Application Date: 5/12/2023					
Application Period: 5/2/2023 - 5/5/2023						Owner's Contract No.: Engineer's Project No.: 09-10092,300					
A Item No.	B Description	C Unit	D Estimated Quantity	E Bid Unit Price	F Bid Item Value (\$)	G Work Completed Previously		H Work Completed This Period		I Total Work Completed to Date	
						J Estimated Quantity Installed	K Value of Work Installed (\$)	L Estimated Quantity Installed	M Value of Work Installed (\$)	N Estimated Quantity Installed	O Value of Work Installed (\$)
1	Four Winds Court (CTH E to Termini)	L.S.	1.00	\$ 2,118.60	\$ 2,118.60		\$ -	1.00	\$ 2,118.60	1.00	\$ 2,118.60
2	Hemlock Court (Four Winds Ct to Termini)	L.S.	1.00	\$ 673.20	\$ 673.20		\$ -	1.00	\$ 673.20	1.00	\$ 673.20
3	Sycamore Court (Four Winds Ct to Termini)	L.S.	1.00	\$ 306.90	\$ 306.90		\$ -	1.00	\$ 306.90	1.00	\$ 306.90
4	Colonial Dr (CTH K to Birchwood Dr)	L.S.	1.00	\$ 2,049.30	\$ 2,049.30		\$ -	1.00	\$ 2,049.30	1.00	\$ 2,049.30
5	Birchwood Drive (Termini to Path Crosswalk)	L.S.	1.00	\$ 930.60	\$ 930.60		\$ -	1.00	\$ 930.60	1.00	\$ 930.60
6	Overlook Dr (CTH K to Overlook Cir)	L.S.	1.00	\$ 49.50	\$ 49.50		\$ -	1.00	\$ 49.50	1.00	\$ 49.50
7	Overlook Cir (Full Loop)	L.S.	1.00	\$ 79.20	\$ 79.20		\$ -	1.00	\$ 79.20	1.00	\$ 79.20
8	Bella Vista Ct (Overlook Cir to Termini)	L.S.	1.00	\$ 9.90	\$ 9.90		\$ -	1.00	\$ 9.90	1.00	\$ 9.90
9	Hilltop Rd (Overlook Cir to Termini)	L.S.	1.00	\$ -	\$ -		\$ -	1.00	\$ -	1.00	\$ -
10	Panorama Ct (Overlook Cir to Termini)	L.S.	1.00	\$ -	\$ -		\$ -	1.00	\$ -	1.00	\$ -
11	Forest View Ct (Overlook Cir to Termini)	L.S.	1.00	\$ -	\$ -		\$ -	1.00	\$ -	1.00	\$ -
12	Windrush Blvd (CTH K to Whistling Hill Cir)	L.S.	1.00	\$ 39.60	\$ 39.60		\$ -	1.00	\$ 39.60	1.00	\$ 39.60
13	Whistling Hill Cir (Full Loop)	L.S.	1.00	\$ 1,138.50	\$ 1,138.50		\$ -	1.00	\$ 1,138.50	1.00	\$ 1,138.50
14	Sutton Dr (Whistling Hill Cir to Village Limit)	L.S.	1.00	\$ 138.60	\$ 138.60		\$ -	1.00	\$ 138.60	1.00	\$ 138.60
15	Spring Valley Rd (Whistling Hill Cir to Termini)	L.S.	1.00	\$ 118.80	\$ 118.80		\$ -	1.00	\$ 118.80	1.00	\$ 118.80
16	Upland Ct (Whistling Hill Cir to Termini)	L.S.	1.00	\$ 396.00	\$ 396.00		\$ -	1.00	\$ 396.00	1.00	\$ 396.00
17	Twisted Oak Ct (Whistling Hill Cir to Termini)	L.S.	1.00	\$ 217.80	\$ 217.80		\$ -	1.00	\$ 217.80	1.00	\$ 217.80
18	Sunnyslope Drive (Merton Ave to Rae Dr)	L.S.	1.00	\$ 39.60	\$ 39.60		\$ -	1.00	\$ 39.60	1.00	\$ 39.60
19	North Ave (STH 16 to E. Capitol Drive)	L.S.	1.00	\$ 396.00	\$ 396.00		\$ -	1.00	\$ 396.00	1.00	\$ 396.00
20	E. Capitol Drive (North Ave to Maple Ave)	L.S.	1.00	\$ 653.40	\$ 653.40		\$ -	1.00	\$ 653.40	1.00	\$ 653.40
21	Senor Tomas Village Parking Lot	L.S.	1.00	\$ 198.00	\$ 198.00		\$ -	1.00	\$ 198.00	1.00	\$ 198.00
22	Park Court (Maple Ave to Termini)	L.S.	1.00	\$ 396.00	\$ 396.00		\$ -	1.00	\$ 396.00	1.00	\$ 396.00
23	Maple Ave (Cardinal Ln to E. Capitol Dr.)	L.S.	1.00	\$ 1,524.60	\$ 1,524.60		\$ -	1.00	\$ 1,524.60	1.00	\$ 1,524.60
24	Terrace Lane (CTH JJ to CTH JK)	L.S.	1.00	\$ 594.00	\$ 594.00		\$ -	1.00	\$ 594.00	1.00	\$ 594.00
25	E. Industrial Dr (Cottonwood Ave to S. Industrial Dr.)	L.S.	1.00	\$ 5,563.80	\$ 5,563.80		\$ -	1.00	\$ 5,563.80	1.00	\$ 5,563.80
26	S. Industrial Dr (E. Industrial Dr. to Cardinal Ln)	L.S.	1.00	\$ 59.40	\$ 59.40		\$ -	1.00	\$ 59.40	1.00	\$ 59.40
27	Well 3 Driveway	L.S.	1.00	\$ 1,029.60	\$ 1,029.60		\$ -	1.00	\$ 1,029.60	1.00	\$ 1,029.60
28	Cottonwood Ave (Cardinal Ln to CTH KE)	L.S.	1.00	\$ 1,811.70	\$ 1,811.70		\$ -	1.00	\$ 1,811.70	1.00	\$ 1,811.70
29	Lindenwood Dr (Maple Ave to S. Imperial Dr)	L.S.	1.00	\$ 79.20	\$ 79.20		\$ -	1.00	\$ 79.20	1.00	\$ 79.20
30	Manchester Ln (Lindenwood Dr to Dundee Ln)	L.S.	1.00	\$ 79.20	\$ 79.20		\$ -	1.00	\$ 79.20	1.00	\$ 79.20
31	S. Imperial Dr (Lindenwood Dr to CTH KE)	L.S.	1.00	\$ 89.10	\$ 89.10		\$ -	1.00	\$ 89.10	1.00	\$ 89.10
32	E. Imperial Dr. (Wexford Way to Village Limit)	L.S.	1.00	\$ 79.20	\$ 79.20		\$ -	1.00	\$ 79.20	1.00	\$ 79.20
33	Coventry Ln (E. Imperial Dr to Penbrook Way)	L.S.	1.00	\$ 504.90	\$ 504.90		\$ -	1.00	\$ 504.90	1.00	\$ 504.90
34	Penbrook Way (E. Imperial Dr to Penbrook Park)	L.S.	1.00	\$ 1,405.80	\$ 1,405.80		\$ -	1.00	\$ 1,405.80	1.00	\$ 1,405.80
35	Oxford Dr (Hartbridge Dr to Winston Way)	L.S.	1.00	\$ 6,732.00	\$ 6,732.00		\$ -	1.00	\$ 6,732.00	1.00	\$ 6,732.00
TOTAL BID ITEMS 1-35					\$ 29,502.00		\$ -		\$ 29,502.00		\$ 29,502.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 1 (FINAL)

For (Project): 2023 Crack Sealing Program						Application Date: 5/12/2023					
Application Period: 5/2/2023 - 5/5/2023						Owner's Contract No.: Engineer's Project No.: 09-10092.300					
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
ADDITIONAL ITEMS											
CO-1	Mary Hill Subdivision Roads	L.S.	1	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
					\$ -		\$ -		\$ -		\$ -
TOTAL ADDITIONAL ITEMS					\$ 3,000.00		\$ -		\$ 3,000.00		\$ 3,000.00
TOTAL ALL ITEMS					\$ 32,502.00		\$ -		\$ 32,502.00		\$ 32,502.00

**CONSENT OF SURETY
TO FINAL PAYMENT**

G707

(Instructions on reverse side)

Bond No. HSA-MW-5199

TO (OWNER)

(Name and address)

Village of Hartland

210 Cottonwood Avenue

Hartland, WI 53029

PROJECT:

(Name and address) **2023 Crack Sealing Program**

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

AIA DOCUMENT

ARCHITECT'S PROJECT NO: 1

Contract Date: 4/24/2023

CONTRACT AMOUNT: **\$32,502.00**

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

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

on bond of

(here insert name and address of Contractor)

SURETY,

American Pavement Solutions, Inc.

1455 Gruber Road

Green Bay, WI 54313

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

(here insert name and address of Owner)

CONTRACTOR,

Village of Hartland

210 Cottonwood Avenue

Hartland, WI 53029

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

OWNER,

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 16th day of May, 2023 (Insert in writing the month following by the numeric date and year)

Hudson Insurance Company

Surety Company

Signature of Authorized Representative

Title

Thomas O. Chambers, Attorney-in-Fact

Attest:
Seal

Thomas O. Chambers



INSTRUCTION SHEET

FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment to Debts and Claims, on construction projects where the Contractor is required to furnish a bond by obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

C. COMPLETING G707 FORM

GENERAL : The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor, and Project.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Contractor" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schnap of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 2022 at New York, New York.



Attest: Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of currying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of May, 2023



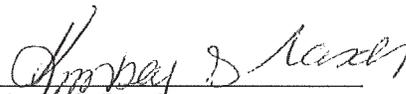
By: Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

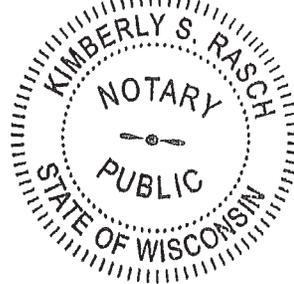
COUNTY OF **Kenosha**)

ON THIS 16th day of May, 2023,

before me, a notary public, within and for said County and State, personally appeared ___
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2026**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: American Pavement Solutions, Inc

Endorsement Effective Date: 04-08-2023

SCHEDULE

Name of Person(s) or Organization(s):

Any party for whom the insured is required to provide designated insured status.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

West Bend Mutual Insurance Company
West Bend, Wisconsin 53095

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

4. Other insurance

b. Excess insurance

This insurance is excess over:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION –
SCHEDULED PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name and Address of Additional Insured:
Any party considered an additional insured under this Coverage Part as described in paragraph 3. of Section II - Who Is An Insured , ,
Project Number, Name and Address OR Location Address:
Project(s) located exclusively in Wisconsin , ,

Solely with respect to the insurance afforded to the additional insured listed in the Schedule for the project(s) or location(s) specified, the **Other Insurance** condition of **Section IV – Conditions** is deleted and replaced by:

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:
 - (1) Other insurance specifically written as excess over this Coverage Part; or
 - (2) Other insurance available to an additional insured listed in the Schedule provided that:
 - (a) The additional insured is a Named Insured under such other insurance;
 - (b) You have agreed in a written contract or written agreement with the additional insured that such other insurance is intended to be either excess of this insurance or excess and non-contributory with this insurance;

- (c) The most we will pay on behalf of the additional insured will be the amount of insurance:
 - (i) Required in the written contract or written agreement, less any amounts payable by any "underlying insurance"; or
 - (ii) Available under the applicable Limits of Insurance shown in the Declarations of this policy and as described in **Section III – Limits of Insurance**;
 whichever is less; and
- (d) The "bodily injury" or "property damage" takes place after the written contract or written agreement is signed by all parties, or, as respects "personal and advertising injury", the offense takes place after the written contract or written agreement is signed by all parties.

b. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: American Pavement Solutions, Inc

Endorsement Effective Date: 04-08-2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any party with whom the insured agrees to waive subrogation in a written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Waiver of Lien

Date: 05/16/2023

The undersigned hereby acknowledges receipt of the sum of \$ 31,168.50 for invoice #45529

CHECK ONLY ONE:

- 1) as partial payment for labor, skill and materials furnished
- 2) as payment for all labor, skill and materials furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3) as full and final payment for all labor, skill and materials furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Property located at: Various Roads
Hartland, WI

Description of Work: Marterial for Cracksealing

And for value received hereby waives all rights acquired by the undersigned to file or record a lien against said real property for labor, skill or materials furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all materials furnished by the undersigned have been paid for, and all subcontractors employed by the undersigned have been paid in full EXCEPT:

THIS LIEN WAIVER IS CONDITIONAL UPON RECEIVING FULL PAYMENT FROM GENERAL CONTRATOR

PURE ASPHALT COMPANY

By: _____

Title: *V.P.*

3455 W. 31ST PLACE
CHICAGO, IL 60623-5016

NOTE:

If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

TO: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: May 17, 2023

RE: Voucher List

Attached is the voucher list for the
May 22, 2023 Village Board Meeting

May 22, 2023 Checks: \$ 741,572.02

Total Amount of all Checks: \$ 741,572.02

VILLAGE OF HARTLAND
VOUCHER LIST - MAY 22, 2023

Account Descr	Search Name	Comments	Amount
G 101-31620 FINE ARTS CENTER DONATIONS	DEITZ, THOMAS	THURSDAY NIGHT CONCERT SERIES 6/8/23	\$50.00
G 204-23400 DEPOSITS DUE TO DEL-HART	DELAFIELD-HARTLAND WATER	CONNECTION CHARGES	\$19,724.00
G 101-31620 FINE ARTS CENTER DONATIONS	DEPOT EXPRESS	THURSDAY NIGHT CONCERT SERIES/ 6/8/23	\$595.00
G 101-31630 4TH OF JULY PARADE DONATIONS	HARTLAND AREA CHAMBER COMMERCE	USE OF TICKET BOOTHS	\$250.00
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL POLICE	MAY DUES	\$476.00
G 101-31400 EMS ACT #102	JEFFERSON FIRE & SAFETY INC	COT UPGRADE	\$839.50
G 101-23000 SPECIAL DEPOSITS	MEI AND ASSOCIATE SC	112 E CAPITOL DR/ OCCUPANCY REFUND	\$500.00
G 403-31890 PARADISE TRAILS CONDO	RUEKERT & MIELKE	CONSTRUCTION REVIEW	\$1,046.25
G 101-23000 SPECIAL DEPOSITS	TMC EXTERIORS LLC	602 W NORTH SHORE DRIVE OCCUPANCY REFUND	\$500.00
			\$23,980.75
AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER	\$47.55
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	VARIOUS MEDICAL SUPPLIES	\$156.11
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	CONTROL CRIC TRAINING KIT	\$129.99
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$112.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	DESKTOP COMPUTER	\$523.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$309.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$309.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	PHYSICALS	\$364.00
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA COUNTY TREASURER	NETMOTION/ INTERGRAPH CAD MOBILE/ USDD	\$1,434.12
AMBULANCE			\$3,385.27
CORPORATE RESERVE EXPENSES			
E 402-59900-830 FIRE/AMBULANCE EXPENSE	JEFFERSON FIRE & SAFETY INC	NEW AMBULANCE	\$299,819.00
E 402-59900-810 ADMINISTRATION EXPENSE	ONTECH SYSTEMS, INC	LENOVO LAPTOPS FOR BOARD MEMBERS	\$2,025.00
E 402-59900-810 ADMINISTRATION EXPENSE	ZIMMERMAN ARCHITECTURAL	ARCHITECTURAL AND ENGINEERING FEES	\$599.54
CORPORATE RESERVE EXPENSES			\$302,443.54
COTTONWOOD - ALL			
E 401-70520-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SURVEY DESIGN AND DRAFTING	\$403.05
E 401-70520-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMINISTRATION	\$474.50
COTTONWOOD - ALL			\$877.55
CRACK SEALING/PATCHING/POTHOLE			
E 401-70235-285 CONSTRUCTION COSTS	AMERICAN PAVEMENT SOLUTIONS	CRACK SEALING	\$32,502.00

Account Descr	Search Name	Comments	Amount
E 401-70235-285 CONSTRUCTION COSTS	RUEKERT & MIELKE	DESIGN, CONSTRUCTION REVIEW, AND ADMIN	\$1,707.01
CRACK SEALING/PATCHING/POTHOLE			\$34,209.01
ENVIRONMENTAL SERVICES			
E 201-53635-440 RECYCLING	GFL ENVIRONMENTAL	STREET SWEEPINGS	\$3,982.20
E 101-53635-460 LANDSCAPE MANAGEMENT	HOME DEPOT	RAKES FOR BRUSH PICK UP	\$167.76
ENVIRONMENTAL SERVICES			\$4,149.96
FINANCIAL ADMINISTRATION			
E 101-51500-500 PROPERTY ASSESSMENT	ASSESSMENT TECHNOLOGIES OF WI	APRIL BILLING FOR ASSESSMENT SERVICES	\$4,587.50
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	MAY FSA FEES	\$94.25
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$291.81
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
FINANCIAL ADMINISTRATION			\$5,013.56
FIRE PROTECTION			
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	NATIONAL HOSE TESTING	ANNUAL AERIAL TESTING	\$1,416.00
E 101-52200-255 BLDGS/GROUNDS	NORTH WOODS CHEMICAL CORP.	DETERGENT/ CAN LINERS	\$240.57
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	DESKTOP COMPUTER	\$523.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	PHYSICALS	\$842.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA COUNTY TREASURER	NETMOTION/ INTERGRAPH CAD MOBILE/ USDD	\$1,434.12
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$4.45
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	XEROX CORPORATION	COPIER SERVICES	\$91.95
FIRE PROTECTION			\$4,592.09
GENERAL ADMINISTRATION			
E 101-51400-395 COMMUNITY RELATIONS	ICE AGE TRAIL ALLIANCE	IATA MEMBERSHIP	\$150.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$862.50
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	COPIER SERVICES	\$185.06
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	ENVELOPES	\$168.49
GENERAL ADMINISTRATION			\$1,366.05
INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	APRIL PERMITS	\$14,216.27
INSPECTION			\$14,216.27
JAMES DRIVE			
E 401-70585-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SURVEY DESIGN AND DRAFTING	\$403.05
E 401-70585-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMINISTRATION	\$474.50
JAMES DRIVE			\$877.55

Account Descr	Search Name	Comments	Amount
LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BELL, ZACH	REIMBURSEMENT FOR PATROL CLOTHES/BOOTS	\$355.69
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BELL, ZACH	REIMBURSEMENT FOR SQUAD MIC HOLDER	\$29.99
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	MOUNT SPARE TIRE	\$28.75
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#2 OIL CHANGE, BRAKES, AND TIRE SERVICE	\$456.22
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#2 OIL CHANGE	\$53.32
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	JEWELL, ROBERT	REIMBURSEMENT FOR CASIO G-SHOCK WATCH	\$293.27
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	KEIL ENTERPRISES	OPERATION RUSH, MS, KN	\$498.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	APRIL ACTIVITY	\$160.50
E 101-52100-800 CAPITAL OUTLAY	MIDWEST PUBLIC SAFETY GROUP	INTERCEPTOR MOUNTING BRACKET	\$26,325.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$1,125.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	ALL WEATHER TIRES	\$324.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LAB DRAWS	\$111.39
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	RESPIRATORY FIT TESTING	\$765.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$79.63
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA COUNTY TREASURER	LAW RECORDS/ NETMOTION/ INTERGRAPH CAD MOBIL	\$7,120.37
LAW ENFORCEMENT			<u>\$37,766.13</u>
LIBRARY			
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ENVISIONWARE	YEARLY SUBSCRIPTION	\$2,734.54
E 101-55110-255 BLDGS/GROUNDS	FLEMINGS FIRE 1, INC.	RECERTIFICATION OF FIRE EXTINGUISHERS	\$77.35
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$179.52
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DIGITAL MEDIA	\$395.24
E 101-55110-310 BOOKS & MATERIALS	PLAYAWAY PRODUCTS	BOOKS	\$239.97
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$35.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$35.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	COPIER SERVICES	\$135.03
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	UW MADISON	FLYING DUTCHMAN	\$115.00
LIBRARY			<u>\$3,946.65</u>
MISC STORM SEWER REPAIR			
E 401-74010-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC STORM SEWER REPAIRS	\$1,623.43
MISC STORM SEWER REPAIR			<u>\$1,623.43</u>
MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	CLEARPATH CONNECTIONS	YEARLY CLOUD SUBSCRIPTION	\$1,152.00
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	FLEMINGS FIRE 1, INC.	RECERTIFICATION OF FIRE EXTINGUISHERS	\$242.95
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$99.85
MUNICIPAL BUILDING			<u>\$1,494.80</u>

Account Descr	Search Name	Comments	Amount
NIXON PARK PARKING LOT			
E 401-79290-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMINISTRATION	\$474.50
E 401-79290-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SURVEY DESIGN AND DRAFTING	\$403.04
NIXON PARK PARKING LOT			<u>\$877.54</u>
NIXON/HARTBROOK/CASTLE PLAYGRD			
E 401-76155-285 CONSTRUCTION COSTS	ALL-WAYS CONTRACTORS INC	TOPSOIL FOR CENTENNIAL	\$525.00
E 401-76155-285 CONSTRUCTION COSTS	ENERCON	WOOD CHIPS CENTENNIAL PARK	\$2,300.00
E 401-76155-285 CONSTRUCTION COSTS	HALQUIST STONE CO INC	PEA GRAVEL CENTENNIAL	\$297.46
NIXON/HARTBROOK/CASTLE PLAYGRD			<u>\$3,122.46</u>
PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	PIPE FOR BANNERS	\$24.27
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	KEYS/ GASKET/ BOLT	\$21.45
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	KEYS/ TOILET BRUSHES/ SOIL	\$30.09
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	DRAIN PARTS	\$14.71
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	GRAINGER	MOTOR	\$186.97
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	PLYWOOD	\$196.90
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	REBAR FOR CENTENNIAL	\$88.77
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	PLUMBING SUPPLIES	\$18.28
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	CLEARWELD	\$43.96
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	PAINT	\$86.41
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	BOARD/ STRIP	\$91.34
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	PLANTERS	\$68.98
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	LED BULBS/ CRIMPER	\$61.46
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	NORTH WOODS CHEMICAL CORP.	DEGREASER	\$227.66
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	VARIOUS CLEANING AND PAPER SUPPLIES	\$413.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	TEMPORARY RESTROOMS FOR PARKS	\$141.00
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	TRINITY ECO SOLUTIONS	AIR FRESHENERS/ GRAFFITI REMOVER	\$742.29
PARKS			<u>\$2,457.54</u>
PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDFD FUEL	\$1,650.22
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD FUEL	\$1,292.58
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	\$1,005.07
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	\$856.52
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD REFORM	\$3,760.55
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	TOILET FLANGE/ FERTILIZER	\$194.45
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$217.36
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$116.70
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	NORTH WOODS CHEMICAL CORP.	DEGREASER	\$227.65

Account Descr	Search Name	Comments	Amount
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	RAIN PANTS	\$37.88
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	VARIOUS PPE	\$521.66
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$75.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$65.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	PROVEN POWER INC	EXTENSION SPRING/ V-BELT	\$100.76
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GENERAL SERVICES	\$198.00
E 101-53000-410 STREETS GEN MAINT	WOLF PAVING CO INC	COLD PATH	\$132.00
PUBLIC WORKS			<u>\$10,451.40</u>
RECREATION PROGRAMS/EVENTS			
E 101-55300-305 EXPENSES-OTHER	HOME DEPOT	PIPE RETURN	-\$37.89
E 101-55300-305 EXPENSES-OTHER	HOME DEPOT	SUPPLIES FOR BANNERS	\$136.03
E 101-55300-305 EXPENSES-OTHER	HOME DEPOT	PVC FOR BANNER FRAMES	\$198.65
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	SPORTY SHORTY SOCCER	\$2,920.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	DIGITAL DRAWING WITH PROCREATE	\$312.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	PEWAUKEE PARK & REC	RECREATION CLASSES	\$485.30
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	TREETOP EXPLORER LLC	TREE CLIMBING CLASSES	\$148.00
E 101-55300-303 SUMMER REC EXPENSES	WI ATHLETIC CLUB	SUMMER CAMP PROGRAMMING	\$170.00
RECREATION PROGRAMS/EVENTS			<u>\$4,332.09</u>
REPLACE HARTBROOK BRIDGE			
E 401-76160-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SURVEY, DESIGN, AND BIDDING SERVICES	\$8,966.19
REPLACE HARTBROOK BRIDGE			<u>\$8,966.19</u>
RICHARDS ROAD			
E 401-70595-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SURVEY DESIGN AND DRAFTING	\$403.05
E 401-70595-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMINISTRATION	\$474.50
RICHARDS ROAD			<u>\$877.55</u>
SEWER SERVICE			
E 204-53610-800 CAPITAL OUTLAY	D.F. TOMASINI INC	2023 UTILITY PROJECT	\$21,751.36
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	TOTAL USER FEES	\$81,675.01
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	MAY FSA FEES	\$14.50
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$20.00
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	MISC SANITARY SEWER REPAIRS	\$632.00
E 204-53610-800 CAPITAL OUTLAY	RUEKERT & MIELKE	NIXON PARK SEWER LATERAL	\$2,419.74
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	UTILITY UPDATES	\$905.30
SEWER SERVICE			<u>\$107,417.91</u>
STORM SWR CATCH BASIN REPAIR			
E 401-74075-285 CONSTRUCTION COSTS	D.F. TOMASINI INC	2023 UTILITY PROJECT	\$33,415.93
E 401-74075-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	MISC CATCH BASIN REPAIRS	\$2,549.80

Account Descr	Search Name	Comments	Amount
STORM SWR CATCH BASIN REPAIR			\$35,965.73
UNBUDGETED			
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	GENERAL SERVICES	\$2,004.00
UNBUDGETED			\$2,004.00
WALNUT RIDGE DRIVE			
E 401-70590-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	CONSTRUCTION REVIEW AND ADMINISTRATION	\$474.50
E 401-70590-290 OUTSIDE SERVICES/CONTRACTS	RUEKERT & MIELKE	SURVEY DESIGN AND DRAFTING	\$403.05
WALNUT RIDGE DRIVE			\$877.55
WATER UTILITY			
E 620-53700-681 COMPUTERS & SOFTWARE	BIEBELS TRUE VALUE	TERMINAL FOR RADIO PROJECT	\$3.12
E 620-53700-681 COMPUTERS & SOFTWARE	BIEBELS TRUE VALUE	HARDWARE PIPE, CONDUIT FOR ANTENNA	\$41.62
E 620-53700-678 HYDRANTS	D.F. TOMASINI INC	2023 UTILITY PROJECT	\$51,058.56
E 620-53700-673 TRANS&DIST MAINS	D.F. TOMASINI INC	2023 UTILITY PROJECT	\$25,838.10
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	MAY FSA FEES	\$36.25
E 620-53700-681 COMPUTERS & SOFTWARE	HOME DEPOT	COUPLINGS FOR ANTENNA	\$18.22
E 620-53700-681 COMPUTERS & SOFTWARE	HOME DEPOT	BOLTS/ PLANT SPRAYER	\$178.66
E 620-53700-652 MAINTENANCE OF SERVICES	HOME DEPOT	PLYWOOD	\$196.90
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	HOME DEPOT	AIR COMPRESSOR WELL#2	\$129.00
E 620-53700-681 COMPUTERS & SOFTWARE	HOME DEPOT	COUPLERS FOR RADIO ANTENNA	\$1.96
E 620-53700-681 COMPUTERS & SOFTWARE	KIMBALL MIDWEST	VARIOUS HARDWARE	\$636.96
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	COLIFORM BACTI TESTING	\$100.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	COLIFORM BACTI TESTING	\$75.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	COLIFORM BACTI TESTING	\$125.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	COLIFORM BACTI TESTING	\$75.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	PHOSPHORUS TESTING	\$26.22
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	COPPER LEAD TESTING	\$165.00
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$20.00
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	SURVEY, DRAFTING, AND DESIGN	\$2,614.50
E 620-53700-673 TRANS&DIST MAINS	RUEKERT & MIELKE	MISC VALVE REPAIRS	\$978.25
E 620-53700-923 OUTSIDE SERVICES	RUEKERT & MIELKE	WELL 3 SCADA PLC UPGRADE	\$3,531.58
E 620-53700-678 HYDRANTS	RUEKERT & MIELKE	MISC HYDRANT REPAIRS	\$1,351.55
E 620-53700-681 COMPUTERS & SOFTWARE	TCIC	RADIO COMMUNICATION PROJECT	\$37,078.00
WATER UTILITY			\$124,279.45
			\$741,572.02

VILLAGE OF HARTLAND
LICENSES AND PERMITS
May 22, 2023

Bartender (Operator's) Licenses

Nolan Patrick Masterson
Joy Lynn Massie
Anna Kathryn Waltz
Katherine Declore
Mollie Brooke Johnson

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

Temporary Operators License – St. Charles Fall Fest

Keith J Van De Laarschot

Temporary Operators License – Hometown Celebration

Sara Rennekamp
David F Felkner

Temporary Class "B"/"Class B" Retailers License

Applicant: St. Charles Catholic Parish
Location: 313 Circle Drive
Event: Fall Fest
Date: Sept. 8 – Sept. 10, 2023

Restricted Species Permits

Ed Adams, 924 S. Imperial Dr. for 6 chickens.
Brady Clemmensen & Hunter Addie for 4 chickens.
Eric Rahmel 788 E. Imperial Drive for 3 dogs.

Hi Scott,

I wanted to get in touch with you about an application for having chickens in Hartland. I left a voicemail previously and tried to see you during office hours this morning, but you were in an office meeting at the time. I own a property in Hartland 924 S. Imperial Drive, and my parents who will be staying at the residence want to have pet chickens while they are there. I tried to drop off the application for restricted species permit on Friday (4/21), but the municipal clerk referred me to you first. I'll be able to meet in person sometime if appropriate at your office or at my property. I've included some files I have for the application. My parents have been keeping pet chickens for 14 years. Please let me know if further documents may be required. There is no coop or pen at my property currently, but I intended to move my parents in this weekend (4/29). We wanted to move the coop at that time.

Thanks,

Ed Adams
630-835-8062
Edster3@use.startmail.com

To Whom it may concern,

Below is information regarding the concerns of the application for restricted species permit.

1. I intend to keep 6 chickens. There are 3 full grown chickens and 3 pullets/chicks. There are 3 Barred Rocks (chicks), and 2 Mystic Marans, 1 Ameraucana.
2. The animals will be kept on the property of 924 S. Imperial Drive, Hartland WI 53029. The chickens will be kept in the rear yard of the property
3. The chickens will be kept penned during the day in a mobile pen. The chickens will be kept in a chicken coop during the evening.
4. The animals will be kept as pets. The eggs that the chickens lay will be kept for my own use.
5. The animals will be kept on a permanent basis.
6. There is one additional animal which my pet dog. She is a Landseer Newfoundland breed. I have already submitted application for her and received confirmation.



APPLICATION FOR RESTRICTED SPECIES PERMIT

Please check all that apply: New application Renewal

Application is being made under Municipal Code Sec. 14-8, Keeping of Animals; Permit to:

keep one or more of a restricted species of animal. (Application fee of \$25)

exceed the maximum number of animals allowed of any one permitted species.

Applicant: Edward Adams

Address: 924 S. Imperial Drive, Hartland WI 53029

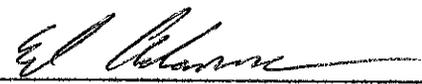
Phone Number: 630-988-7686 Email: edward.adams121@gmail.com

Please provide the following information as an attachment to this application:

1. Describe animal(s) to be covered by this application, listing species and number of animals.
2. Explain where the animal(s) will be kept on the property (home, barn, yard, pen, etc.).
3. Explain if animal(s) will be permitted to roam freely within the confines of your yard.
4. Explain if animal(s) are to be kept as pets, for other purposes or raised for selling purposes.
5. Explain whether it is the intention to keep animal(s) temporarily such as fostering or on a permanent basis.
6. Provide listing of all animals kept on the property in addition to those covered by this application.

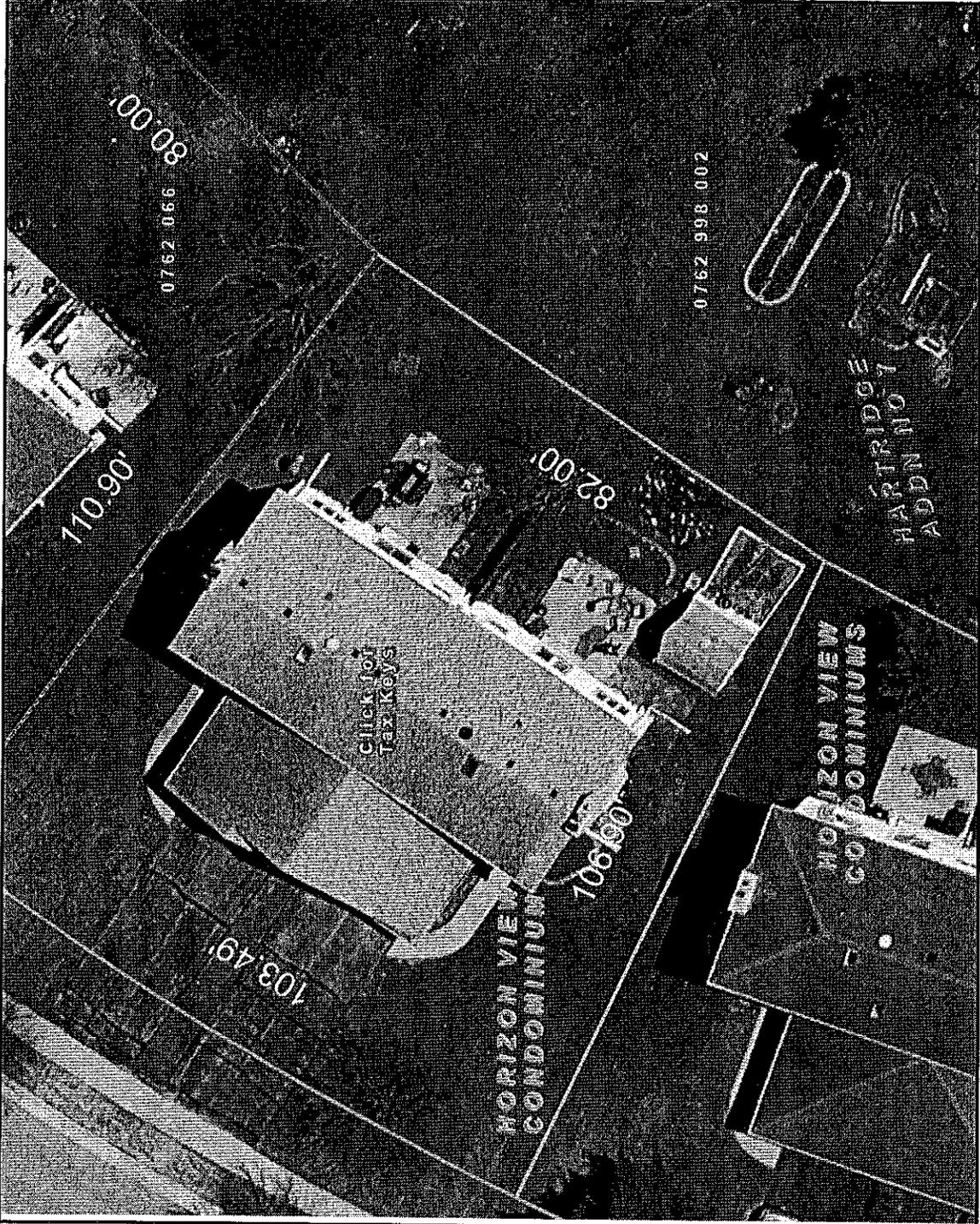
I hereby apply for a Restricted Species Permit subject to Section 14-8 of the Village of Hartland Municipal Code and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the keeping of animals if a license is granted to me.

The license shall, if issued, be from the date of its issuance unless otherwise approved by the Village Board for a specific period of time or the license is revoked for cause by the Village Board.

Applicant's Signature:  Date: 4/21/2023

Fee Paid: 4/25/23 Trans# 246735

Village Board Approval: _____ Expires: _____



Legend

<input type="checkbox"/>	Municipal Boundary_2K
<input type="checkbox"/>	Parcel_Dimension_2K
<input type="checkbox"/>	Note_Text_2K
<input type="checkbox"/>	Lots_2K
<input type="checkbox"/>	Lot
<input type="checkbox"/>	Unit
<input type="checkbox"/>	General Common Element
<input type="checkbox"/>	Outlet
<input type="checkbox"/>	SimultaneousConveyance
<input type="checkbox"/>	Assessor Plat
<input type="checkbox"/>	CSM
<input type="checkbox"/>	Condominium
<input type="checkbox"/>	Subdivision
<input type="checkbox"/>	Cartoline_2K
<input type="checkbox"/>	EA-Easement_Line
<input type="checkbox"/>	PL-DA
<input type="checkbox"/>	PL-Extended_Tie_Line
<input type="checkbox"/>	PL-Meander_Line
<input type="checkbox"/>	PL-Note
<input type="checkbox"/>	PL-Tie
<input type="checkbox"/>	PL-Tie_Line
<input type="checkbox"/>	<all other values>
<input type="checkbox"/>	Railroad_2K

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

0 23.40 Feet



1932 Hitchcock Avenue

Downers Grove, IL 60515

April 18, 2023

Village of Hartland

210 Cottonwood Avenue

Hartland, WI 53029

Re: Chicken Permit

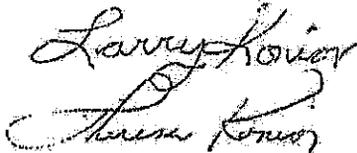
Dear Sir/Madam,

We have been neighbors of the Adams' for 40 years, and about 14 years ago they got six egg laying chickens for their family's consumption. When they have surplus, they share with their neighbors as well.

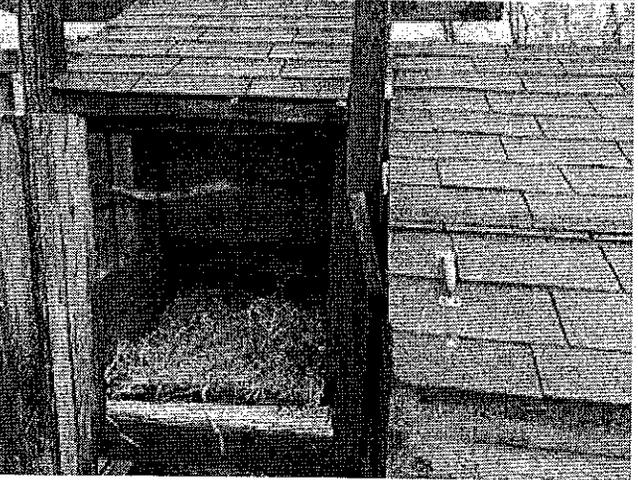
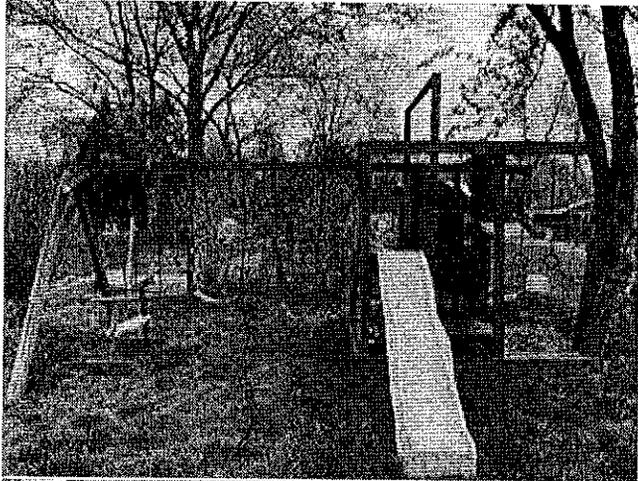
They are very conscientious about the care of their chickens, and provide a safe coop and moveable pen for daytime safety from predators. Their dog Savannah watches over the chickens and barks at hawks.

We have always enjoyed watching their chickens and getting to know their personalities. There is no odor. They give great care to their pet chickens. We will miss them and their backyard chickens.

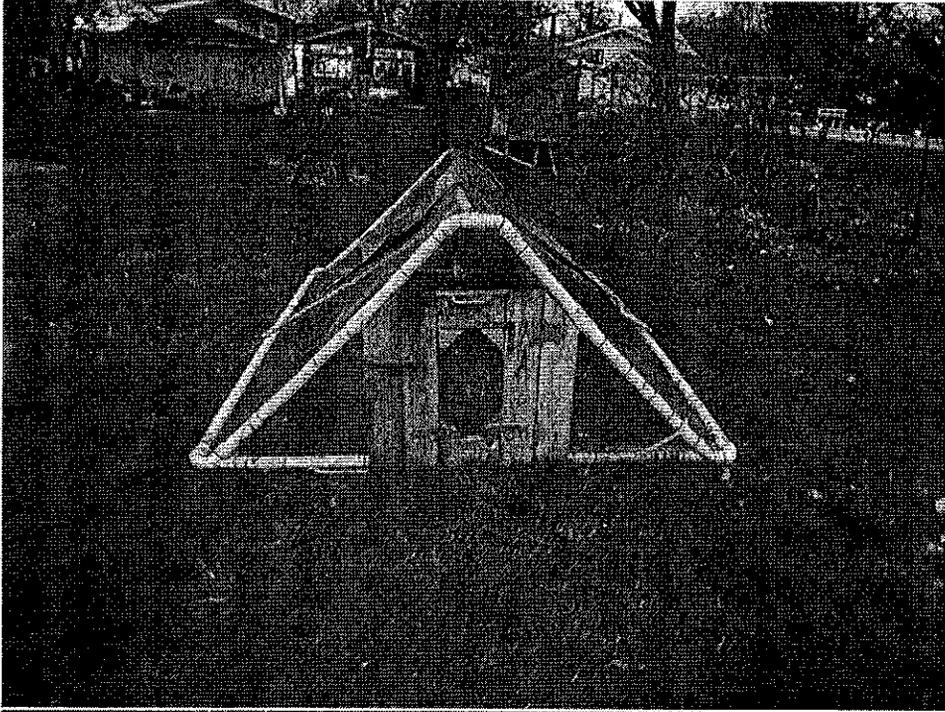
Sincerely,

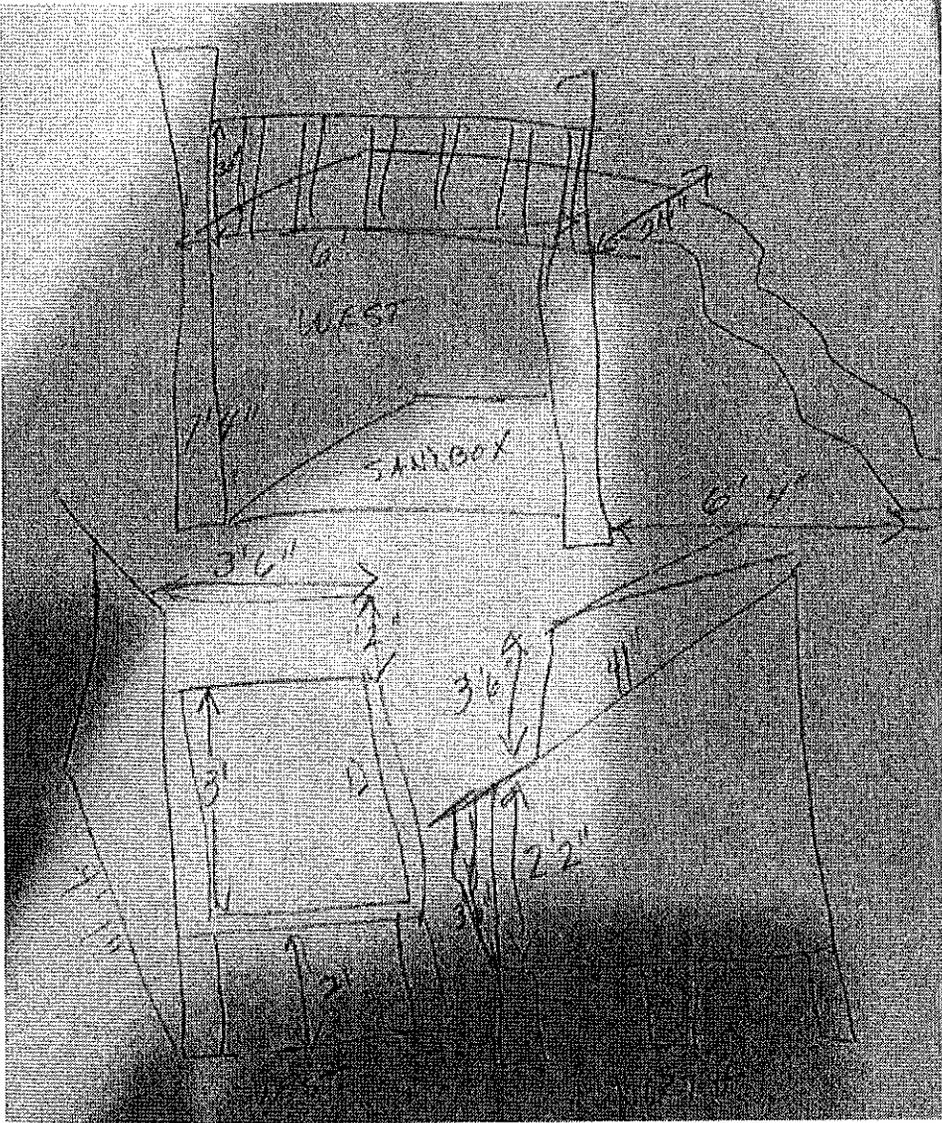
Handwritten signatures of Larry and Theresa Konior in cursive script.

Larry and Theresa Konior









1. Chickens 4 hens
2. Chicken coop in back corner of lot
3. They will not be free roaming. kept in coop only
4. Pets and eggs for our family
5. The chickens will be kept permanently
6. None

We would like to get a small coop to put in our fenced yard to have 4 hen chickens as permanent pets. They will not be allowed free range.

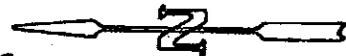
912 MANCHESTER CT.

Plat of Survey

JAHNKE & JAHNKE ASSOCIATES INC.

Consultants in Engineering, Planning, Subdivisions and Surveying

WAUKESHA, WISCONSIN



SCALE 1" = 30'

FOR: BIELINSKI BROS. BUILDERS

RE: MONFELI

LEGAL DESCRIPTION: LOT 9, BLOCK 20, HARTRIDGE ADD. NO. 7
VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN
(Part NW 1/4 Sec. 11, T7N, R18E)

Bench mark 120.03 (Assumed Datum) W. sanitary sewer invert in manhole located in front of lot as shown.

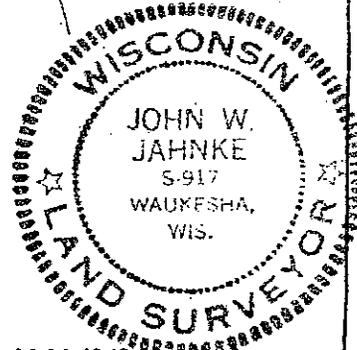
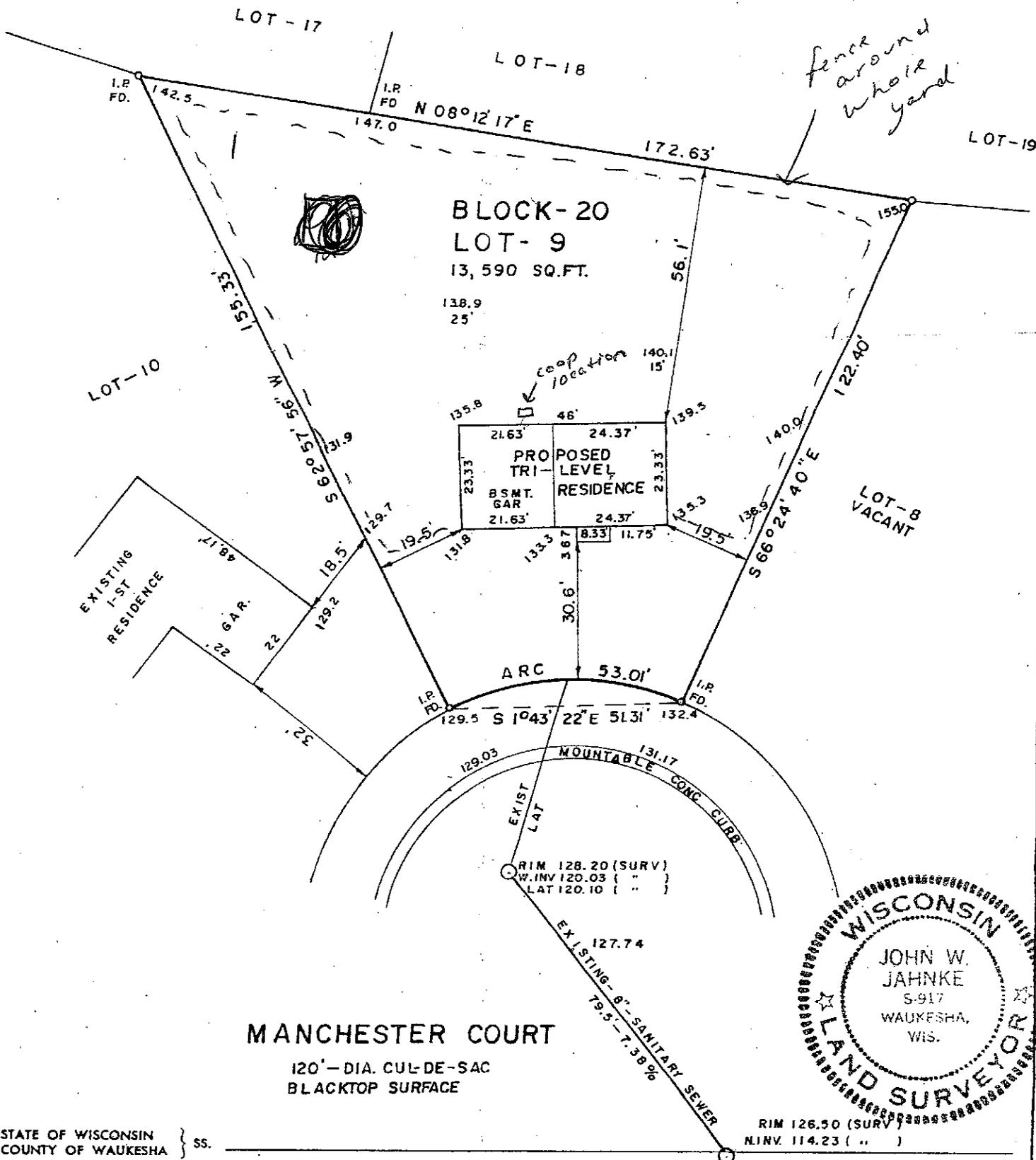
135.3 - Existing elevation

Suggested Residence Grade: Foyer Floor 138.5*

Garage Floor 133.0*

*suggested grade only.

NO iron pipes were placed at lot corners as part of this survey.



STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss.

WE, JAHNKE & JAHNKE ASSOCIATES INC., DO HEREBY CERTIFY THAT WE HAVE MADE THIS SURVEY AND THAT THE INFORMATION AS SHOWN ON THE ABOVE PLAT OF SURVEY IS A TRUE AND CORRECT REPRESENTATION THEREOF.

DATED THIS 10th DAY OF May 19 84

PLAT No. PS Delafield 444 BOOK Delafield 13 PAGE 39

RICHARD P. JAHNKE - Wis. Reg. No. S-318

John W. Jahnke
JOHN W. JAHNKE - Wis. Reg. No. S-917



coop
location



4:52



CANCEL

Product images

coop being purchased



4:52



Search Amazon.com



IchbinGo Large Metal Chicken Coop with...

\$265.99

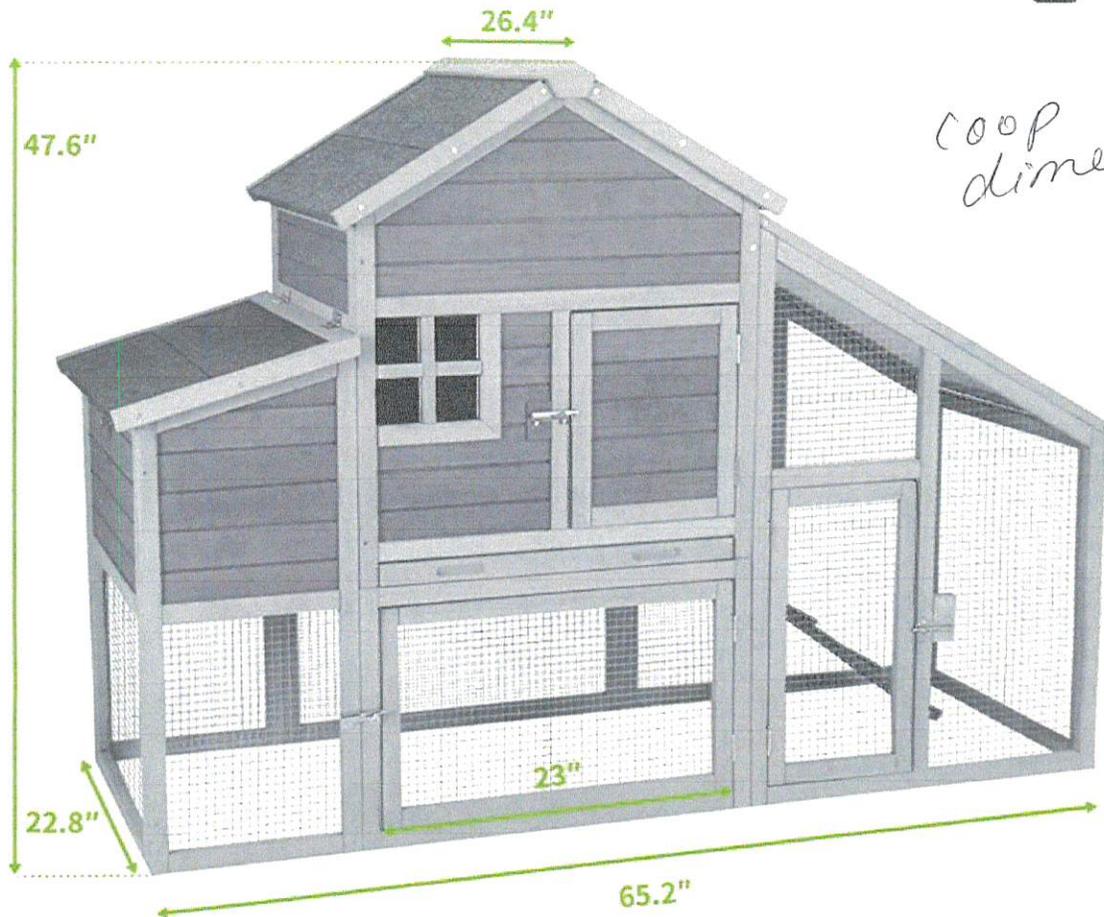


Sponsored ⓘ

Brand: GUTINNEEN

3.8 ★★★★★ 201

Chicken Coop Outdoor Wooden Hen House 65" with Large Nesting Box, Poultry Cage with Removable Tray, UV Proof Roof



Size: Coop



May 2, 2023

I currently have a variance to have 3 dogs at my residence, which I was provided years ago. I am requesting a variance to have the 3 dogs, as well as a service dog. In February, 2022 a very close family member passed away. Unfortunately, due to multiple reasons, I was the only person that was able to take in that family member's dog. Had I not taken in the dog, the dog would have had to be turned into the humane society. Since I already had the variance, and since service animals are not considered pets per the ADA, I did not believe there was any problem with me taking in the dog.

1. Female, fixed, Rottweiler mix – 1
2. Dog is kept in my home
3. I have an underground fence which prohibits the dog from leaving my property
4. The dog is strictly a pet
5. The intention is to keep the dog until it passes
6. Snoopy – 15 year old small mix – spayed and licensed (this is the service animal)
Laya – 10 year old yellow lab mix – spayed and licensed
Harley – 9 year old black lab mix – spayed and licensed

I would like to add, that in the event that one of the dogs I currently have were to pass, I would not be looking to adopt another dog.

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a stylized, somewhat abstract shape.

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

3 AN ORDINANCE CREATING SUBSTITUTED AMENDMENT §66-12
4 OF THE VILLAGE OF HARTLAND CODE OF ORDINANCES
5 REGULATING RESIDENCY RESTRICTIONS FOR SEX OFFENDERS
6

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

9 **SECTION 1:**

10 **§66-12 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is hereby**
11 **repealed and the ordinance in SECTION 2 is hereby substituted in its place.**

12 **SECTION 2:**

13 **§66-12 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is hereby**
14 **created as follows:**

15 **Sec. 66-12 Sex Offender Residency Restrictions**

16 (a) Findings and Intent.

17 (1). §66-12 (c) and (d) enacted on 9-24-2018 contemplated that there be an on-going
18 monitoring of the saturation level for Designated Offenders in the Village of
19 Hartland that has occurred. To date the concentration level has diminished to a
20 level where the Village Board believes that Village Ordinance §66-12 can
21 reasonably be amended in light of the progress made toward the initial saturation
22 level goal.

23 (2). It is the intent of this ordinance not to impose a criminal penalty, but rather serve
24 the Village's compelling interest to promote, protect and improve the public health,
25 safety and welfare of the Children and citizens of the Village by creating areas
26 around non-commercial locations where Children regularly congregate in
27 concentrated numbers wherein a Sex Offender is prohibited, excluded or restricted
28 from establishing temporary or permanent residence. This section seeks to balance
29 the Village's compelling interest of protecting its Children and citizens from
30 recidivism with constructive and safe assimilation of certain Offenders into the
31 community on an individualized exemption basis.

32 (3). The Village finds and declares that convicted Sex Offenders are a serious threat to
33 public safety. When convicted Sex Offenders re-enter society, they are more likely

34 than any other type of offender to be re-arrested for a new rape or sexual assault.¹
35 Given the elevated rate of recidivism for Sex Offenders and that reducing
36 opportunity and temptation is important to minimizing the risk of re-offense, there
37 is a need to protect Children where they congregate or play in non-commercial
38 public places in addition to the protections afforded by state law near schools, day-
39 care centers and other places Children frequent. The Village finds and declares that
40 in addition to schools, Children congregate or play at public parks.

41 (b) Definitions.

42 (1). *Board* means the Village Board of Trustees, which acts as the administrative
43 appeals review board.

44 (2). *Child* or *Children* means any person under the age of eighteen (18) years old;

45 (3). *Code* means the Hartland Code of Ordinances.

¹ The United States Supreme Court has recognized that the risk of recidivism posed by Sex Offenders is serious, and when convicted Sex Offenders re-enter society, they are much more likely than any other type of offender to be rearrested for a new rape or sexual assault. See *Smith v. Doe*, 538 US 84, 123 S. Ct. 1140, 155 L. Ed. 2d 164 (2003) and *McKune v. Lile*, 536 US 24, 34, 122 S. Ct. 2017, 153 L.Ed.2d 47 (2002), citing United States Department of Justice Bureau of Justice Statistics, Sex Offenses and Offenders, 27 (1997) U.S. Department of Justice Bureau of Justice Statistics Recidivism of Prisoners Released in 1994 (2003). Additionally, the Village has reviewed the holdings and findings from the following cases: *Vill. Of Menomonee Falls v. Ferguson*, 334 Wis.2d 131 (Wis. Ct. App. 2011); *City of S. Milwaukee v. Kester*, 347 Wis. 2d 334 (Wis. Ct. App. 2013); *McKune v. Lile*, 122 S. Ct. 2017 (2002); *Hoffman v. Vill. of Pleasant Prairie*, 249 F. Supp. 3d 951 (E.D. Wis. 2017); *Vasquez v. Foxx*, 895 F.3d 515 (7th Cir. 2018); *Evenstad v. City of West St. Paul*, 306 F. Supp. 3d 1086 (D. Minn. 2018).

Based upon a 2003 study by the United States Department of Justice, Bureau of Justice Statistics, titled Recidivism of Sex Offenders Released from Prison in 1994, Sex Offenders released from prison were four (4) times more likely to be rearrested for a sex crime as compared to non-Sex Offenders released from prison. Of those individuals included in the study, forty percent (40%) of new sex crimes committed by those Sex Offenders released from prison had occurred within the first twelve (12) months of release. Further, child molesters who were released from prison were at least six (6) times more likely to be rearrested for another sex crime against a child as compared to a non-Sex Offender released from prison. Based upon a 2019 study by the United States Department of Justice, Bureau of Justice Statistics, titled Recidivism of Sex Offenders Released from State Prison: A Nine-Year Follow-Up (2005-14), released Sex Offenders were more than three (3) times as likely as other released prisoners to be arrested for rape or sexual assault, and released Sex Offenders accounted for five percent (5%) of releases in 2005 and sixteen percent (16%) of arrests for rape or sexual assault during the nine-year follow-up period.

The Village has been made aware of research on Sex Offenders, including the findings of a number of states across the United States, as they pertain to laws adopted and which relate to imposing restrictions on Sex Offenders with respect to residency; and in addition, the United States Court of Appeals for the 8th Circuit Decision on *Doe v. Miller*, 405 F.3d 700, 716 (8th Cir. 2005) providing, in part, “the record does not support a conclusion that the Iowa General Assembly and the Governor acted based merely on negative attitudes toward or fear of, or a bare desire to harm a politically unpopular group (citations omitted). Sex offenders have a high rate of recidivism and the parties presented expert testimony that reducing opportunity and temptation is important to minimizing the risk of re-offense. Even experts in the field could not predict with confidence whether a particular sex offender will reoffend, whether an offender convicted of an offense against a teenager will be among those who “cross over” to offend against a younger child, or the degree to which regular proximity to a place where children are located enhances the risk of re-offense against children. One expert in the district court opined that it is just “common sense” that limiting the frequency of contact between sex offenders and areas where children are located is likely to reduce the risk of an offense (citations omitted). The policymakers of Iowa are entitled to employ such “common sense” and we are not persuaded that the means selected to pursue the state’s legitimate interest are without rational basis.”

-
- 46 (4). *Conditional Exemption* means an exemption subject to conditions, which may
47 include, but is not limited to, containing the following terms:
- 48 a. Curfew restrictions;
 - 49 b. Cohabitation restrictions or requirements;
 - 50 c. Sobriety restrictions;
 - 51 d. Conduct restrictions; or
 - 52 e. Residency restrictions.
- 53 (5). *Crime Against Children* means any of the following offenses set forth in the
54 Wisconsin Statutes, as amended, or the laws of this or any other state or federal
55 government, having like elements necessary for conviction and involving a Child,
56 respectively:
- 57 a. § 940.225(1): First Degree Sexual Assault;
 - 58 b. § 940.225(2): Second Degree Sexual Assault;
 - 59 c. § 940.225(3): Third Degree Sexual Assault;
 - 60 d. § 940.22(2): Sexual Exploitation by Therapist;
 - 61 e. § 940.30: False Imprisonment-victim was minor and not the offender's
62 child;
 - 63 f. § 940.31: Kidnapping-victim was minor and not the offender's child;
 - 64 g. § 944.01: Rape (prior statute);
 - 65 h. § 944.06: Incest;
 - 66 i. § 944.10: Sexual Intercourse with a Child (prior statute);
 - 67 j. § 944.11: Indecent Behavior with a Child (prior statute);
 - 68 k. § 944.12: Enticing Child for Immoral Purposes (prior statute);
 - 69 l. § 948.02(1): First Degree Sexual Assault of a Child;
 - 70 m. § 948.02(2): Second Degree Sexual Assault of a Child;
 - 71 n. § 948.025: Engaging in Repeated Acts of Sexual Assault of the Same Child;
 - 72 o. § 948.05: Sexual Exploitation of a Child;
 - 73 p. § 948.055: Causing a Child to View or Listen to Sexual Activity;
 - 74 q. § 948.06: Incest with a Child;
 - 75 r. § 948.07: Child Enticement;
 - 76 s. § 948.075: Use of a Computer to Facilitate a Child Sex Crime;
 - 77 t. § 948.08: Soliciting a Child for Prostitution;
 - 78 u. § 948.09: Sexual Intercourse with a Child Age 16 or Older
 - 79 v. § 948.095: Sexual Assault of a Student by School Instructional Staff;
-

-
- 80 w. § 948.11(2)(a) or (am): Exposing Child to Harmful Material-felony
81 sections;
- 82 x. § 948.12: Possession of Child Pornography;
- 83 y. § 948.13: Convicted Child Sex Offender Working with Children;
- 84 z. § 948.30: Abduction of Another's Child;
- 85 aa. § 971.17: Not Guilty by Reason of Mental Disease-of an included offense;
86 and
- 87 bb. § 975.06: Sex Crimes Law Commitment.
- 88 cc. § 980.01(7) Sexually Violent Persons
- 89 (6). *Facility for Children* means any of the following located within the Village or
90 within any other municipality immediately abutting a boundary of the Village
91 functions as a:
- 92 a. Public school (as defined under Wis. Stat. § 115.01(1));
- 93 b. Private school (as defined under Wis. Stat. § 115.001(3));
- 94 c. Public park, parkway, parkland, park facility, but excluding pathways
95 providing access to, or between Public Park(s);
- 96 d. Public swimming pool;
- 97 e. Public library;
- 98 f. Public playground;
- 99 (7). *Permanent Residence* means a place where a person lawfully commenced, under a
100 then controlling village ordinance, residing abiding, lodging, renting or residing for
101 fourteen (14) or more consecutive days.
- 102 (8). *Person* means any human being, corporation, limited liability, partnerships, sole
103 proprietorships, estates, trusts or any other entity that legally may own real estate
104 within the Village.
- 105 (9). *Sex Offender* means any person who has been (1) convicted of, found delinquent
106 of, or been found not guilty by reason of disease or mental defect of a Crime Against
107 Children and (2) is required to register under Wis. Stat. § 301.45.
- 108 (10). *Structure* means any place, house, apartment, condo, townhome, structure,
109 trailer or other conveyance (or part thereof) that can be legally used by a Person as
110 a dwelling.
- 111 (11). *Temporary Residence* means a place where a person lawfully commenced,
112 under a then controlling village ordinance, residing, abiding, lodging, renting or
113 residing for a period of fourteen (14) or more days in the aggregate during any
114 calendar year and which is not the person's permanent residence address or place
115 where the person routinely abides, lodges or resides for a period of four (4) or more
116 consecutive or nonconsecutive days in any month and which is not the person's
117 permanent residence address.
-

-
- 118 (c) Residency Restrictions.
- 119 (1). A Sex Offender shall not establish a Permanent Residence or Temporary Residence
120 on a parcel within 750 feet of any parcel which, in whole or in part, is a Facility for
121 Children.
- 122 (2). The distance shall be measured from the closest boundary line of the Permanent
123 Residence or Temporary Residence parcel in a straight line to the closest boundary
124 line of the real property parcel that supports or upon which there exists a Facility
125 for Children within the Village or within any other municipality immediately
126 abutting a jurisdictional boundary of the Village.
- 127 (3). A map depicting the above resulting residency restriction distances (Exhibit A) is
128 hereby adopted by the Village, which map may be amended from time to time to
129 correct errors or to reflect changes affecting any Facility for Children and which
130 shall be on file in the office of the Village Clerk for public inspection.
- 131 (d) Residency Restrictions Exemptions. A Sex Offender does not violate § 66-12(c)(1) if any
132 of the following apply:
- 133 (1). The Sex Offender established a Permanent Residence or Temporary Residence and
134 reported and registered the residence pursuant to Wis. Stat. § 301.45 (if required)
135 before the effective date of this § 66-12 ordinance amendment;
- 136 (2). The Sex Offender was a Child or ward under guardianship and is not required to
137 register under Wis. Stats. § 301.45;
- 138 (3). The Facility for Children began/opened after the Sex Offender had established a
139 Permanent Residence or Temporary Residence and reported and registered the
140 residence pursuant to Wis. Stat. § 301.45 (if required); or
- 141 (4). The Sex Offender has been granted an exemption pursuant to § 66-12(h).
- 142 (e) Original Domicile Eligibility. In addition to the foregoing, a Sex Offender shall be
143 permitted to reside in the Village, if such Sex Offender was domiciled in the Village at
144 the time of the offense resulting in the Sex Offender's most recent conviction for
145 committing a Crime Against Children.
- 146 (f) Prohibition Against Renting Real Property to Sex Offenders. No Person
147 shall let, license or rent any Structure to a Sex Offender, with the knowledge that such
148 Structure will be used as a Permanent Residence or Temporary Residence by the Sex
149 Offender contrary to § 66-12(c).
- 150 (g) Violation.
- 151 (1). If a Sex Offender or a Person, respectively violates § 66-12(c)(1) or § 66-12(f), the
152 Sex Offender or Person shall be subject to the following:
- 153 a. A forfeiture as provided for in §1-4. of this Code or as provided in Appendix
154 B regarding citation deposits of this Code, whichever is higher, that shall be
155 imposed for an initial or subsequent offenses but in no event less than \$565
156 for a 1st offence, \$691 for a 2nd offence and \$754 for a third offence ,
157 together with all costs of prosecution.
-

-
- 158 b. Each violation and each day a violation continues by a Sex Offender or
159 Person will constitute a separate offense subject to Sec. § 66-12(g)(1)a.; and
160 c. The Village Attorney may bring an action in Waukesha County Circuit
161 Court to permanently declare such residency to be a public nuisance and to
162 seek any other available relief therewith.
163 d. Further, the Village may pursue any and all other legal and equitable
164 remedies to prevent or terminate a violation under this § 66-12 by any Sex
165 Offender or Person.

166 (h) Exemption. A Sex Offender may seek an exemption from § 66-12(c)(1) through the
167 following:

168 (1). By submitting a written request for exemption, including any pertinent rationale for
169 an exemption, to the Board via the Village Clerk's office prior to establishing a
170 residence that would be in violation of this Section or within thirty (30) days after
171 notification that the Sex Offender is in violation of this Section.

172 The Board shall hold a hearing on each appeal, during which the Board may review
173 any pertinent information and may accept sworn oral and sworn written statements
174 from any Sex Offender or person.

175 (2). The Board may base their decision upon any factors related to the Village's interest
176 in promoting, protecting, and improving the health, safety, and welfare of the
177 community, including, but not limited to:

- 178 a. Nature of the offense that resulted in Sex Offender status.
179 b. Date of offense;
180 c. Age at time of offense;
181 d. Recommendation of any probation or parole officer;
182 e. Recommendation of any Police Department;
183 f. Recommendation of any treating practitioner;
184 g. Counseling, treatment and rehabilitation status of the Sex Offender;
185 h. Remorse of the Sex Offender;
186 i. Duration of time since the Sex Offender's incarceration;
187 j. Support network of the Sex Offender;
188 k. Relationship of the Sex Offender and the victim(s);
189 l. Presence or use of force in the offense(s);
190 m. Adherence to terms of probation or parole;
191 n. Proposals for safety assurances of the Sex Offender.
192 o. Conditions to be placed on any exception from the requirements of this
193 Section.
-

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- 194 (3). The Board shall issue a decision by a majority vote of those in attendance and such
195 decision shall be final. The Board may decide to deny an exemption, issue an
196 exemption, or issue a Conditional Exemption. A written copy of the decision shall
197 be provided to the Sex Offender in person or by first-class mail at the Sex
198 Offender's last-known address. A Sex Offender must consent to the terms of the
199 Conditional Exemption for the Conditional Exemption to be valid, and must
200 demonstrate acceptance of the terms of the Conditional Exemption by signing and
201 dating a copy of the Board's decision and conditions. The Sex Offender must
202 provide a copy of the signed Conditional Exemption to the Village Clerk's office
203 and the Village police department. The Sex Offender will have fourteen (14) days
204 from the date the written Conditional Exemption is issued to accept and return a
205 signed copy to the appropriate locations or the Conditional Exemption will be
206 deemed as void and the appeal denied by the Board. A Sex Offender need not sign
207 an exemption that has been denied by the Board or an exemption approved without
208 any necessary conditions by the Board.
- 209 (4). If an exemption or Conditional Exemption is granted, that exemption will only
210 apply to the specific Sex Offender who had applied for the exemption at the
211 requested residence and will not be transferable to any other or to any other location
212 within the village.
- 213 (5). An exemption expires when the Sex Offender who was granted said exemption
214 changes his/her domicile and/or changes his or her residence, whether within the
215 Village or outside the Village.
- 216 (6). An issued exemption or Conditional Exemption may be revoked by the Board
217 if the Sex Offender is found to have violated the conditions contained in the
218 Conditional Exemption, or there is probable cause to believe the Sex Offender has
219 committed (an) additional act(s), which had occurred either before or after the
220 exemption or Conditional Exemption was issued, that would cause a person to be
221 classified as a Sex Offender. The Village shall provide written notice to the Sex
222 Offender that the exemption or Conditional Exemption has been revoked. This
223 notice shall be deemed properly delivered if sent by either first class mail to the Sex
224 Offender's last known address or if delivered in person to the Sex Offender's last
225 known address. If the Sex Offender cannot be located, the notice shall be deemed
226 to be properly delivered if a copy is left at the Sex Offender's address which had
227 been exempted in the presence of some competent member of the family at least
228 fourteen (14) years of age or a competent adult currently residing there. If notice
229 cannot be so served, it may be served by publishing a Class I notice.
- 230 (7). The revocation of an exemption may be presented to the Board for possible
231 reconsideration pursuant to the above procedure .

232 **SECTION 3:**

233
234 If any section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid
235 or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,
236 distinct and independent provision, and such holding shall not affect the validity of the remainder
237 of such ordinance.

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SECTION 4:

This ordinance shall be promptly published, and shall take effect upon passage and publication pursuant to Wis. Stat. § 61.50(1). Adopted this ___ day of May, 2023.

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

ATTEST:

Darlene Igl, Village Clerk

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STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF HARTLAND

ORDINANCE NO. _____

AN ORDINANCE CREATING SUBSTITUTIVE AMENDMENT §66-12

OF THE VILLAGE OF HARTLAND CODE OF ORDINANCES

REGULATING RESIDENCY RESTRICTIONS FOR SEX OFFENDERS

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

SECTION 1:

§66-12 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is hereby repealed and the ordinance in SECTION 2 is hereby substituted in its place.

SECTION 2:

§66-12 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is hereby created as follows:

Sec. 66-12 Sex Offender Residency Restrictions

(a) Findings and Intent.

(1). §66-12 (c) and (d) enacted on 9-24-2018 contemplated that there be an on-going monitoring of the saturation level for Designated Offenders in the Village of Hartland that has occurred. To date the concentration level has diminished to a level where the Village Board believes that Village Ordinance §66-12 can reasonably be amended in light of the progress made toward the initial saturation level goal.

(2). It is the intent of this ordinance not to impose a criminal penalty, but rather serve the Village's compelling interest to promote, protect and improve the public health, safety and welfare of the Children and citizens of the Village by creating areas around non-commercial locations where Children regularly congregate in concentrated numbers wherein ~~certain a Sex Offenders are~~ ~~is prohibited, excluded or restricted from establishing temporary or permanent residence, as well as loitering.~~ This section seeks to balance the Village's compelling interest of protecting its Children and citizens from recidivism with constructive and safe assimilation of certain Offenders into the community on an individualized exemption basis.

(3). The Village finds and declares that convicted Sex Offenders are a serious threat to public safety. When convicted Sex Offenders re-enter society, they are ~~much~~ more

35 likely than any other type of offender to be re-arrested for a new rape or sexual
36 assault.¹ Given the ~~high-elevated~~ rate of recidivism for Sex Offenders and that
37 reducing opportunity and temptation is important to minimizing the risk of re-
38 offense, there is a need to protect Children where they congregate or play in non-
39 commercial public places in addition to the protections afforded by state law near
40 schools, day-care centers and other places Children frequent. The Village finds and
41 declares that in addition to schools ~~and day care centers~~, Children congregate or
42 play at public parks.

43 (b) Definitions.

44 (1). *Board* means the Village Board of Trustees, which acts as the administrative
45 appeals review board.

46 (2). *Child* or *Children* means any person under the age of eighteen (18) years old;

¹ The United States Supreme Court has recognized that the risk of recidivism posed by Sex Offenders is serious, and when convicted Sex Offenders re-enter society, they are much more likely than any other type of offender to be rearrested for a new rape or sexual assault. See *Smith v. Doe*, 538 US 84, 123 S. Ct. 1140, 155 L. Ed. 2d 164 (2003) and *McKune v. Lile*, 536 US 24, 34, 122 S. Ct. 2017, 153 L.Ed.2d 47 (2002), citing United States Department of Justice Bureau of Justice Statistics, Sex Offenses and Offenders, 27 (1997) U.S. Department of Justice Bureau of Justice Statistics Recidivism of Prisoners Released in 1994 (2003). Additionally, the Village has reviewed the holdings and findings from the following cases: *Vill. Of Menomonee Falls v. Ferguson*, 334 Wis.2d 131 (Wis. Ct. App. 2011); *City of S. Milwaukee v. Kester*, 347 Wis. 2d 334 (Wis. Ct. App. 2013); *McKune v. Lile*, 122 S. Ct. 2017 (2002); *Hoffman v. Vill. of Pleasant Prairie*, 249 F. Supp. 3d 951 (E.D. Wis. 2017); *Vasquez v. Foux*, 895 F.3d 515 (7th Cir. 2018); *Evenstad v. City of West St. Paul*, 306 F. Supp. 3d 1086 (D. Minn. 2018).

Based upon a 2003 study by the United States Department of Justice, Bureau of Justice Statistics, titled Recidivism of Sex Offenders Released from Prison in 1994, Sex Offenders released from prison were four (4) times more likely to be rearrested for a sex crime as compared to non-Sex Offenders released from prison. Of those individuals included in the study, forty percent (40%) of new sex crimes committed by those Sex Offenders released from prison had occurred within the first twelve (12) months of release. Further, child molesters who were released from prison were at least six (6) times more likely to be rearrested for another sex crime against a child as compared to a non-Sex Offender released from prison. Based upon a 2019 study by the United States Department of Justice, Bureau of Justice Statistics, titled Recidivism of Sex Offenders Released from State Prison: A Nine-Year Follow-Up (2005-14), released Sex Offenders were more than three (3) times as likely as other released prisoners to be arrested for rape or sexual assault, and released Sex Offenders accounted for five percent (5%) of releases in 2005 and sixteen percent (16%) of arrests for rape or sexual assault during the nine-year follow-up period.

The Village has ~~reviewed-been made aware of~~ research on Sex Offenders, including the findings of a number of states across the United States, as they pertain to laws adopted and which relate to imposing restrictions on Sex Offenders with respect to residency; and in addition, the United States Court of Appeals for the 8th Circuit Decision on *Doe v. Miller*, 405 F.3d 700, 716 (8th Cir. 2005) providing, in part, “the record does not support a conclusion that the Iowa General Assembly and the Governor acted based merely on negative attitudes toward or fear of, or a bare desire to harm a politically unpopular group (citations omitted). Sex offenders have a high rate of recidivism and the parties presented expert testimony that reducing opportunity and temptation is important to minimizing the risk of re-offense. Even experts in the field could not predict with confidence whether a particular sex offender will reoffend, whether an offender convicted of an offense against a teenager will be among those who “cross over” to offend against a younger child, or the degree to which regular proximity to a place where children are located enhances the risk of re-offense against children. One expert in the district court opined that it is just “common sense” that limiting the frequency of contact between sex offenders and areas where children are located is likely to reduce the risk of an offense (citations omitted). The policymakers of Iowa are entitled to employ such “common sense” and we are not persuaded that the means selected to pursue the state’s legitimate interest are without rational basis.”

47 (3). *Code* means the Hartland Code of Ordinances.

48 (4). *Conditional Exemption* means an exemption subject to necessary conditions, which
49 may include, but is not limited to, containing the following terms:

50 a. Curfew restrictions;

51 b. Cohabitation restrictions or requirements;

52 c. Sobriety restrictions;

53 d. Conduct restrictions; or

54 e. Residency restrictions.

55 (5). *Crime Against Children* means any of the following offenses set forth in the
56 Wisconsin Statutes, as amended, or the laws of this or any other state or federal
57 government, having like elements necessary for conviction and involving a Child,
58 respectively:

59 a. § 940.225(1): First Degree Sexual Assault;

60 b. § 940.225(2): Second Degree Sexual Assault;

61 c. § 940.225(3): Third Degree Sexual Assault;

62 d. § 940.22(2): Sexual Exploitation by Therapist;

63 e. § 940.30: False Imprisonment-victim was minor and not the offender's
64 child;

65 f. § 940.31: Kidnapping-victim was minor and not the offender's child;

66 g. § 944.01: Rape (prior statute);

67 h. § 944.06: Incest;

68 i. § 944.10: Sexual Intercourse with a Child (prior statute);

69 j. § 944.11: Indecent Behavior with a Child (prior statute);

70 k. § 944.12: Enticing Child for Immoral Purposes (prior statute);

71 l. § 948.02(1): First Degree Sexual Assault of a Child;

72 m. § 948.02(2): Second Degree Sexual Assault of a Child;

73 n. § 948.025: Engaging in Repeated Acts of Sexual Assault of the Same Child;

74 o. § 948.05: Sexual Exploitation of a Child;

75 p. § 948.055: Causing a Child to View or Listen to Sexual Activity;

76 q. § 948.06: Incest with a Child;

77 r. § 948.07: Child Enticement;

78 s. § 948.075: Use of a Computer to Facilitate a Child Sex Crime;

79 t. § 948.08: Soliciting a Child for Prostitution;

80 u. § 948.09: Sexual Intercourse with a Child Age 16 or Older

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- v. § 948.095: Sexual Assault of a Student by School Instructional Staff;
- w. § 948.11(2)(a) or (am): Exposing Child to Harmful Material-felony sections;
- x. § 948.12: Possession of Child Pornography;
- y. § 948.13: Convicted Child Sex Offender Working with Children;
- z. § 948.30: Abduction of Another's Child;
- aa. § 971.17: Not Guilty by Reason of Mental Disease-of an included offense; and
- bb. § 975.06: Sex Crimes Law Commitment.
- cc. § 980.01(7) Sexually Violent Persons

(6). *Facility for Children* means any of the following located within the Village or within any other municipality immediately abutting a boundary of the Village functions as a:

- a. Public school (as defined under Wis. Stat. § 115.01(1));
- b. Private school (as defined under Wis. Stat. § 115.001(3));
- c. Public park, parkway, parkland, park facility, but excluding pathways providing access to, or between Public Park(s);
- d. Public swimming pool;
- e. Public library;
- f. Public playground;

(7). *Permanent Residence* means a place where a person lawfully commenced, under a then controlling village ordinance, residing abiding, lodging, renting or residing for fourteen (14) or more consecutive days.

~~(7)~~(8). Person means any human being, corporation, limited liability, partnerships, sole proprietorships, estates, trusts or any other entity that legally may own real estate within the Village.

(9). *Sex Offender* means any person who has been (1) convicted of, found delinquent of, or been found not guilty by reason of disease or mental defect of a Crime Against Children and (2) is required to register under Wis. Stat. § 301.45.

~~(8)~~(10). Structure means any place, house, apartment, condo, townhome, structure, trailer or other conveyance (or part thereof) that can be legally used by a Person as a dwelling.

~~(9)~~(11). Temporary Residence means a place where a person lawfully commenced, under a then controlling village ordinance, residing, abiding, lodging, renting or residing for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent residence address or place where the person routinely abides, lodges or resides for a period of four (4) or more

consecutive or nonconsecutive days in any month and which is not the person's permanent ~~residential~~ residence address.

(c) Residency Restrictions.

(1). A Sex Offender shall not establish a Permanent Residence ~~or~~ Temporary Residence ~~on a parcel or loiter~~ within 750 feet ~~in of any location on a parcel of~~ which, in whole or in part, is ~~considered~~ a Facility for Children.

(2). The distance shall be measured from the closest boundary line of the Permanent Residence or Temporary Residence parcel in a straight line to the closest boundary line of the real property parcel that supports or upon which there exists ~~to be~~ a Facility for Children within the Village or within any other municipality immediately abutting a jurisdictional boundary of the Village.

(3). A map depicting the above resulting residency restriction distances (Exhibit A) is hereby adopted by the Village, which map may be amended from time to time to correct errors or to reflect changes affecting any Facility for Children and which shall be on file in the office of the Village Clerk for public inspection.

(d) Residency Restrictions Exemptions. A Sex Offender does not violate § 66-12(c)(1) if any of the following apply:

(1). The Sex Offender established a Permanent Residence or Temporary Residence and reported and registered the residence pursuant to Wis. Stat. § 301.45 (if required) before the effective date of this § 66-12 ordinance ~~A~~ amendment;

(2). The Sex Offender was a Child or ward under guardianship and is not required to register under Wis. Stats. § 301.45 ~~or § 301.46~~;

(3). The Facility for Children began/opened after the Sex Offender had established a Permanent Residence or Temporary Residence and reported and registered the residence pursuant to Wis. Stat. § 301.45 (if required); or

~~(3)-(4).~~ The Sex Offender is has been granted an exemption pursuant to § 66-127(h).

(e) Original Domicile Restriction Eligibility. In addition to and notwithstanding the foregoing, but subject to § 66-17(d), no a Sex Offender shall be permitted to reside in the Village, unless if such Sex Offender was domiciled in the Village at the time of the offense resulting in the Sex Offender's most recent conviction for committing the a Crime (s) Against Children.

(f) Prohibition Against Renting Real Property to Sex Offenders. No Person shall let, license or rent any Structure to a Sex Offender, with the knowledge that such Structure will be used as a Permanent Residence or Temporary Residence by the Sex Offender contrary to § 66-127(c). The Sex Offender has served a sentence at a jail, prison, juvenile facility or other correctional institution or facility in the State of Wisconsin or elsewhere in the United States.

(g) Violation.

~~(4)-(1).~~ If a Sex Offender or a Person, respectively violates § 66-12(c)(1) or § 66-12(f), the Sex Offender or Person shall be subject to the following:

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- a. A forfeiture as provided for in §1-4 of this Code or as provided in Appendix B regarding citation deposits of this Code, whichever is higher, that shall be imposed for an initial or subsequent offenses but in no event less than \$565 for a 1st offence, \$691 for a 2nd offence and \$754 for a third offence , together with all costs of prosecution.
- b. Each violation and each day a violation continues by a Sex Offender or Person will constitute a separate offense subject to Sec. § 66-12(g)(1)a.; and
- c. The Village Attorney may bring an action in Waukesha County Circuit Court to permanently declare such residency to be a public nuisance and to seek any other available relief therewith.
- d. Further, the Village may pursue any and all other legal and equitable remedies to prevent or terminate a violation under this § 66-127 by any Sex Offender or Person.

(h) Exemption. A Sex Offender may seek an exemption from § 66-12(c)(1) through the following:

(1). By submitting a written request for exemption, including any pertinent rationale for an exemption, to the Village police department Board via the Village Clerk's office prior to establishing a residence that would be in violation of this Section or within thirty (30) days after notification that the Sex Offender is in violation of this Section.

~~The Board shall hold a hearing on each appeal, during which the Board may review any pertinent information and may accept sworn oral and sworn written statements from any Sex Offender or person. The Village Chief of Police or his/her designee shall conduct a review of the request for an exemption using any pertinent information and the criteria set forth in subsection 66-12(f)(3). The Village Chief of Police or his/her designee shall approve, approve a Conditional Exemption or deny the request. The Village Chief of Police or his/her designee shall issue the decision within thirty (30) days of receiving the request for exemption and shall provide a written copy of that decision to the Sex Offender, Village clerk and the Village Attorney's office. Any request for an exemption which has not been approved, approved for a conditional exemption or denied by the Village Chief of Police or his/her designee within thirty (30) days of the request shall be deemed to be denied for the purpose of this Section.~~

~~(5).~~ The decision by the Village Chief of Police or his/her designee may be appealed by the Sex Offender within thirty (30) days by submitting a written appeal to the Board via the Village Clerk's office. ~~The Board shall hold a hearing on each appeal, during which the Board may review any pertinent information and may accept sworn oral and sworn written statements from any person.~~

(6);(2). ~~The Village Chief of Police or his/her designee and/or the Board shall~~ may base their decision upon any factors related to the Village's interest in promoting, protecting, and improving the health, safety, and welfare of the community, including, but not limited to:

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- 200 a. Nature of the offense that resulted in Sex Offender status.
- 201 b. Date of offense;
- 202 c. Age at time of offense;
- 203 d. Recommendation of any probation or parole officer;
- 204 e. Recommendation of any Police Department;
- 205 f. Recommendation of any treating practitioner;
- 206 g. Counseling, treatment and rehabilitation status of the Sex Offender;
- 207 h. Remorse of the Sex Offender;
- 208 i. Duration of time since the Sex Offender's incarceration;
- 209 j. Support network of the Sex Offender;
- 210 k. Relationship of the Sex Offender and the victim(s);
- 211 l. Presence or use of force in the offense(s);
- 212 m. Adherence to terms of probation or parole;
- 213 n. Proposals for safety assurances of the Sex Offender.
- 214 o. Conditions to be placed on any exception from the requirements of this
- 215 Section.

216 ~~(7).~~(3). The Board shall issue a decision by a majority vote of those in attendance
217 and such decision ~~will~~ shall be final, ~~for purposes of an appeal.~~ The Board may
218 decide to deny an exemption, issue an exemption, or issue a Conditional
219 Exemption. A written copy of the decision shall be provided to the Sex Offender
220 in person or by first-class mail at the Sex Offender's last-known address. A Sex
221 Offender must consent to the terms of the Conditional Exemption for the
222 Conditional Exemption to be valid, and must demonstrate acceptance of the terms
223 of the Conditional Exemption by signing and dating a copy of the Board's decision
224 and conditions. The Sex Offender must provide a copy of the signed Conditional
225 Exemption to the Village Clerk's office and the Village police department. The
226 Sex Offender will have fourteen (14) days from the date the written Conditional
227 Exemption is issued to accept and return a signed copy to the appropriate locations
228 or the Conditional Exemption will be deemed as void and the appeal denied by the
229 Board. A Sex Offender need not sign an exemption that has been denied by the
230 Board or an exemption approved without any necessary conditions by the Board.

231 ~~(8).~~(4). If an exemption or Conditional Exemption is granted, that exemption will
232 only apply to the specific Sex Offender who had applied for the exemption at the
233 requested residence and will not be transferable to any other or to any other location
234 within the village.

235 ~~(9).~~(5). An exemption expires when the Sex Offender who was granted said
236 exemption changes his/her domicile and/or changes his or her residence, whether
237 within the Village or outside the Village.

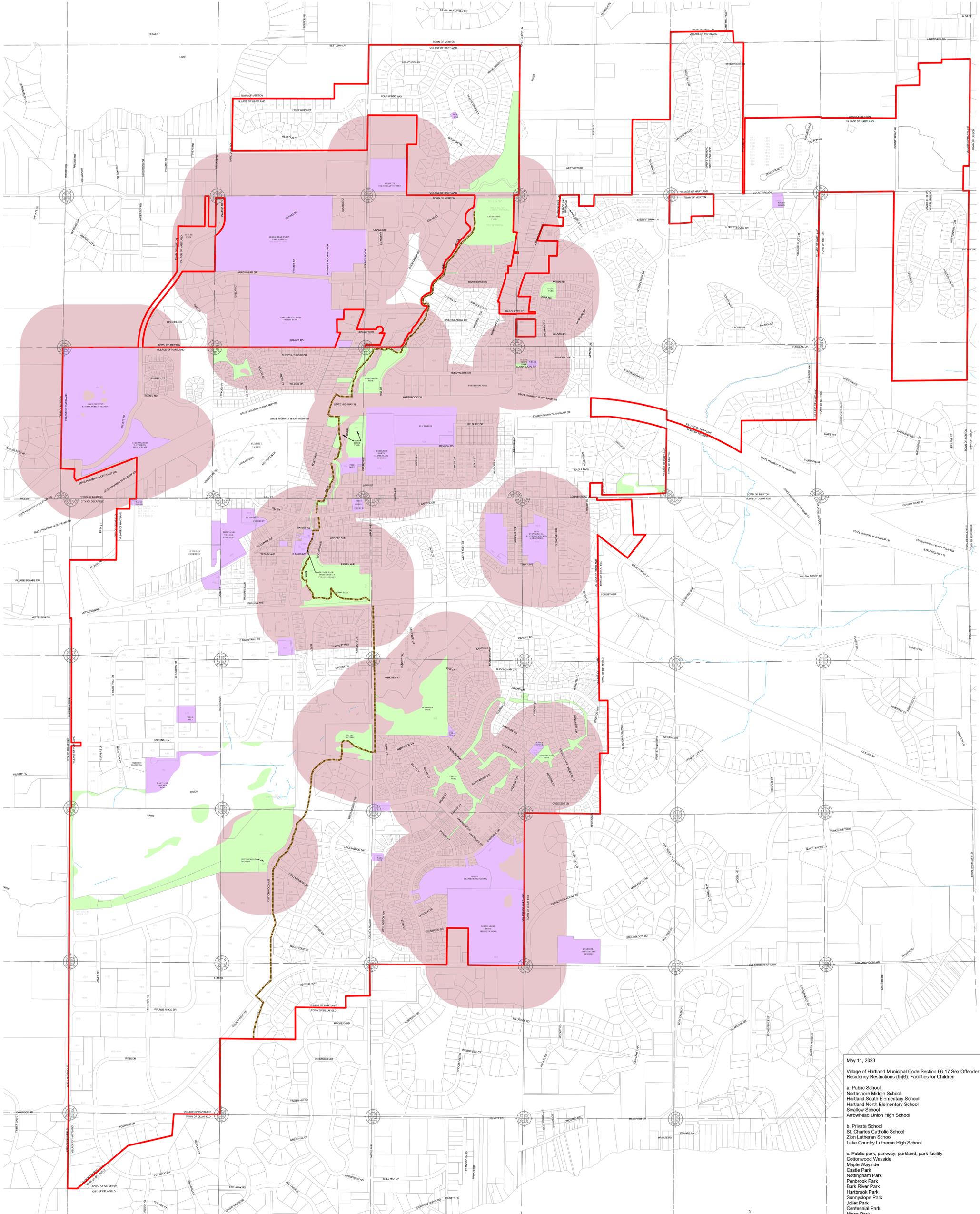
APPENDIX B - CITATION DEPOSITS^[1]

Ord. Sec.	Offense	Base Penalty	Penalty Assessment	Court Costs	Jail Assessment	Crime Lab	Total Deposit
		Set by Statute <i>Ordinances</i>	(26% of Base)	\$38.00	\$10.00	\$13.00	
66-12	Sex Offender Residency - 1 st Offence Violation	\$400.00	\$104.00	\$38.00	\$10.00	\$13.00	\$565.00
66-12	Sex Offender Residency – 2 nd Offence Violation	\$500.00	\$130.00	\$38.00	\$10.00	\$13.00	\$691.00
66-12	Sex Offender Residency – 3 rd or more Offence Violation	\$550.00	\$143.00	\$38.00	\$10.00	\$13.00	\$754.00

CHILD SAFETY ZONES - 750 FEET

VILLAGE OF HARTLAND

WAUKESHA COUNTY, WISCONSIN



May 11, 2023
 Village of Hartland Municipal Code Section 66-17 Sex Offender Residency Restrictions (b)(6): Facilities for Children

a. Public School
 Northshore Middle School
 Hartland South Elementary School
 Hartland North Elementary School
 Swallow School
 Arrowhead Union High School

b. Private School
 St. Charles Catholic School
 Zion Lutheran School
 Lake Country Lutheran High School

c. Public park, parkway, parkland, park facility
 Cottonwood Wayside
 Maple Wayside
 Castle Park
 Nottingham Park
 Penbrook Park
 Bark River Park
 Hartbrook Park
 Sunnyslope Park
 Joliet Park
 Centennial Park
 Nixon Park

d. Public Swimming Pool
 None

e. Public Library
 Hartland Public Library

f. Public playground
 See c. above



Village of Hartland Municipal Code

May 1, 2023

Section 66-17 Sex Offender Residency Restrictions (b)(6):

a. Public School

Northshore Middle School

Hartland South Elementary School

Hartland North Elementary School

Swallow School

Arrowhead Union High School

b. Private School

St. Charles Catholic School

Zion Lutheran School

Lake Country Lutheran High School

c. Public park, parkway, parkland, park facility

Cottonwood Wayside

Maple Wayside

Castle Park

Nottingham Park

Penbrook Park

Bark River Park

Hartbrook Park

Sunnyslope Park

Joliet Park

Centennial Park

d. Public Swimming Pool

None

e. Public Library

Hartland Public Library

f. Public playground

See c. above

VILLAGE OF HARTLAND ORDINANCE NO. ____

AN ORDINANCE TO AMEND CHAPTER 70 OF THE VILLAGE OF HARTLAND MUNICIPAL CODE

PERTAINING TO PARK HOURS

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

Section 1: Chapter 70 of the Village of Hartland Municipal Code of Ordinances pertaining to Parks and Recreation is hereby amended to read as follows.

Chapter 70 - PARKS AND RECREATION

Sec. 70-3. - Closing hours.

(a) Generally. Hours for all village parks shall be sunrise to sunset.

(b) Exceptions. The park board shall determine the closing hours for the following:

- (1) Nixon Park hours shall be established and posted from time to time which may be different from the hours applicable to all other village parks.
- (2) Regularly scheduled baseball or softball games.
- (3) Ice skating on a park board authorized rink.
- (4) Special events approved by the park board.
- (5) Violations and Penalties. Any person who shall violate any provision of this section 70-3 shall be subject to a penalty as provided in § 1-3 of this Code except to the extent that a penalty is provided in Appendix B citation deposits of this Code, the later penalty shall be imposed for an initial offense.¹

¹ **Sec. 1-4. - Penalties.**

(a) General penalty. Any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:

- (1) First offense; penalty. Any person who shall violate any provision of this Code or an ordinance shall, upon conviction, forfeit not less than \$20.00 nor more than \$1,000.00, together with the costs of prosecution. In default of payment of such forfeiture and costs of prosecution such person shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days; and not exceeding the penalty authorized by statute, except that the person reduces the amount owed at a rate of at least \$25.00 for each day of imprisonment, including imprisonment after arrest.
- (2) Second offense; penalty. Any person found guilty of violating any provision of this Code or of an ordinance who shall previously have been convicted of a violation of the same provision or ordinance within one year shall, upon conviction, forfeit not less than \$40.00 nor more than \$2,000.00 for each such offense, together with costs of prosecution. In default of payment of such forfeiture and costs of prosecution such person shall be imprisoned in the county jail until such forfeiture and costs of prosecution are paid, not to

22 Section 2: If any section, sentence, clause, phrase or portion of this ordinance is for any reason
23 held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a
24 separate, distinct and independent provision, and such holding shall not affect the validity of the
25 remainder of such ordinance.

26

27 Section 3: This Ordinance shall take effect and be in full force after adoption and publication.

28

29 Adopted this _____ day of _____, 2023.

30

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

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33 ATTEST:

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35 By: _____

36 Darlene Igl, MMC, WCPC, Village Clerk

exceed 90 days; and not to exceed the amount authorized by statute, except that the person reduces the amount owed at a rate of at least \$25.00 for each day of imprisonment, including imprisonment after arrest.(b)Continued violations. Each violation and each day a violation continues or occurs shall constitute a separate offense, except that in order for the defendant to be charged with a second offense it shall be a separate and distinct violation as opposed to a continuing daily violation on the same provision. Nothing in this Code shall preclude the village from maintaining any appropriate action to prevent or remove a violation of any provision of this Code.(c)Execution against defendant's property. Whenever any person fails to pay any forfeiture and costs of prosecution upon the order of any court for violation of any provision of this Code or ordinance of the village, the court may, in lieu of ordering imprisonment of the defendant, or after the defendant has been released from custody, issue an execution against the property of the defendant for such forfeiture and costs.

April 25, 2023

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1 VILLAGE OF HARTLAND
2 ORDINANCE NO. ____

4 AN ORDINANCE TO AMEND CHAPTER 70 OF THE VILLAGE OF HARTLAND MUNICIPAL CODE
5 PERTAINING TO PARK HOURS

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

9 Section 1: Chapter 70 of the Village of Hartland Municipal Code of Ordinances pertaining to Parks
10 and Recreation is hereby amended with deletions shown with an overstrike and additions shown with
11 an underline and replaced with the following.

12 Chapter 70 - PARKS AND RECREATION

13 Sec. 70-3. - Closing hours.

14 (a) Generally. Hours for all village parks shall be sunrise to sunset, ~~except Nixon Park whose hours shall~~
15 ~~be determined by the Park Board from time to time.~~

16 (b) Exceptions. The park board shall determine the closing hours for the following:

17 (1) Nixon Park hours shall be established and posted from time to time which may be
18 different from the hours applicable to all other village parks.

19 (2) Regularly scheduled baseball or softball games.

20 (3) Ice skating on a park board authorized rink.

21 (4) Special events approved by the park board.

22 (5) Violations and Penalties. Any person who shall violate any provision of this
23 section 70-3 shall be subject to a penalty as provided in § 1-3 of this Code except to the
24 extent that a penalty is provided in Appendix B citation deposits of this Code, the later
25 penalty shall be imposed for an initial offense.¹

¹ Sec. 1-4. - Penalties.

(a) General penalty. Any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:

(1) First offense; penalty. Any person who shall violate any provision of this Code or an ordinance shall, upon conviction, forfeit not less than \$20.00 nor more than \$1,000.00, together with the costs of prosecution. In default of payment of such forfeiture and costs of prosecution such person shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days; and not exceeding the penalty authorized by statute, except that the person reduces the amount owed at a rate of at least \$25.00 for each day of imprisonment, including imprisonment after arrest.

April 25, 2023

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26 Section 2: If any section, sentence, clause, phrase or portion of this ordinance is for any reason
27 held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a
28 separate, distinct and independent provision, and such holding shall not affect the validity of the
29 remainder of such ordinance.

30

31 Section 3: This Ordinance shall take effect and be in full force after adoption and publication.

32

33 Adopted this _____ day of _____, 2023.

34

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

35

36

37 ATTEST:

38

39 By: _____

40 Darlene Igl, MMC, WCPC, Village Clerk

(2) Second offense; penalty. Any person found guilty of violating any provision of this Code or of an ordinance who shall previously have been convicted of a violation of the same provision or ordinance within one year shall, upon conviction, forfeit not less than \$40.00 nor more than \$2,000.00 for each such offense, together with costs of prosecution. In default of payment of such forfeiture and costs of prosecution such person shall be imprisoned in the county jail until such forfeiture and costs of prosecution are paid, not to exceed 90 days; and not to exceed the amount authorized by statute, except that the person reduces the amount owed at a rate of at least \$25.00 for each day of imprisonment, including imprisonment after arrest.(b)Continued violations. Each violation and each day a violation continues or occurs shall constitute a separate offense, except that in order for the defendant to be charged with a second offense it shall be a separate and distinct violation as opposed to a continuing daily violation on the same provision. Nothing in this Code shall preclude the village from maintaining any appropriate action to prevent or remove a violation of any provision of this Code.(c)Execution against defendant's property. Whenever any person fails to pay any forfeiture and costs of prosecution upon the order of any court for violation of any provision of this Code or ordinance of the village, the court may, in lieu of ordering imprisonment of the defendant, or after the defendant has been released from custody, issue an execution against the property of the defendant for such forfeiture and costs.

1 STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF HARTLAND

2 ORDINANCE NO. _____

3 AN ORDINANCE AMENDING §Sec. 70-4. – POSTING OF NOTICES, RULES AND
4 REGULATIONS FOR PROPER CONDUCT IN AND USE OF THE VILLAGE PARKS.
5

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

7 **SECTION 1:** §70-4 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is
8 hereby amended by the deletion of words marked with a and the addition of underlined words as
9 follows:

10 The Director of public works or his or her designee shall, upon receipt of notice from the park
11 board, erect and post such notices, rules and regulations as are considered necessary by the park
12 board, either temporary or permanently, for the proper conduct in and use of the village parks. The
13 chief of police shall enforce such notices, rules and regulations as authorized by the park board
14 and posted by the Director of public works or his or her designee.

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

19

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

22 Passed and approved this ___ day of _____, 2023.

23

24 VILLAGE OF HARTLAND

25

26 By: _____

27 Jeffrey Pfannerstill, Village President

28 ATTEST:

29 _____

30 Darlene Igl, Village Clerk

1 STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF HARTLAND

2 ORDINANCE NO. _____

3 AN ORDINANCE AMENDING §Sec. 70-4. – POSTING OF NOTICES, RULES AND
4 REGULATIONS FOR PROPER CONDUCT IN AND USE OF THE VILLAGE PARKS.
5

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

7 **SECTION 1:** §70-4 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is
8 hereby amended by the deletion of words marked with a ~~strike through~~ and the addition of
9 underlined words as follows:

10 The ~~superintendent-Director~~ of public works or his or her designee shall, upon receipt of notice
11 from the park board, erect and post such notices, rules and regulations as are considered
12 necessary by the park board, either temporary or permanently, for the proper conduct in and use
13 of the village parks. The chief of police shall enforce such notices, rules and regulations as
14 authorized by the park board and posted by the ~~superintendent-Director~~ of public works or his or
15 her designee.

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

20

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

23 Passed and approved this ___ day of _____, 2023.

24

25 VILLAGE OF HARTLAND

26

27 By: _____

28 Jeffrey Pfannerstill, Village President

29 ATTEST:

30 _____

31 Darlene Igl, Village Clerk

1 VILLAGE OF HARTLAND

2 ORDINANCE NO. ____

3 AN ORDINANCE TO AMEND CHAPTER 70-5

4 OF THE VILLAGE OF HARTLAND MUNICIPAL CODE

5 PERTAINING TO ALLOWING

6 THE SALE OF FERMENTED MALT BEVERAGES WITHIN SPECIFIC PARK LAND AREAS

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

8 **Section 1:** Chapter 70-5 (d) of the Village of Hartland Municipal Code of Ordinances pertaining to Parks and
9 Recreation is hereby amended as follows.

10 Chapter 70 - PARKS AND RECREATION

11 Sec. 70-5- Intoxicating beverages.

12 (d) Exceptions. The provisions of this section shall not include:

13 (1) The areas established by the park board as authorized baseball and softball diamonds in Nixon
14 and Bark River Parks, where the sale, possession and consumption of malt beverages is authorized by the
15 park board, or by the issuance of licenses for the sale of malt beverages by the village board, during
16 regularly scheduled baseball or softball league or tournament games.

17 (2) The park board may allow fermented malt beverages to be possessed or consumed within
18 specific park land areas by the issuance of a permit allowed under Hartland Ord. 6-66 during a special
19 event, such as a community celebration, gathering, assembly or function.

20 (3) The park board may allow fermented malt beverages to be sold, possessed and consumed only
21 within specific park land areas for which a permit has been duly granted by the Village Board under all of
22 the applicable provisions of Hartland Ord. Chapter 6 - ALCOHOLIC BEVERAGES, ARTICLE II.

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

26 **Section 3:** This Ordinance shall take effect and be in full force after adoption.

27 Adopted this _____ day of _____, 2023.

28 VILLAGE OF HARTLAND

29 By: _____

30 Jeffrey Pfannerstill, Village President

31 ATTEST:

32 By: _____

33 Darlene Igl, MMC, WCPC, Village Clerk

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VILLAGE OF HARTLAND
ORDINANCE NO. _____

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AN ORDINANCE TO AMEND CHAPTER 70-5 OF THE VILLAGE OF HARTLAND MUNICIPAL CODE

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PERTAINING TO ALLOWING THE SALE OF FERMENTED MALT BEVERAGES WITHIN SPECIFIC PARK LAND AREAS

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

Section 1: Chapter 70-5 (d) of the Village of Hartland Municipal Code of Ordinances pertaining to Parks and Recreation is hereby amended with deletions shown with an overstrike and additions shown with an underline and replaced with the following.

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Chapter 70 - PARKS AND RECREATION

Sec. 70-5- Intoxicating beverages.

(d) Exceptions. The provisions of this section shall not include:

(1) The areas established by the park board as authorized baseball and softball diamonds in Nixon and Bark River Parks, where the sale, possession and consumption of malt beverages is authorized by the park board, or by the issuance of licenses for the sale of malt beverages by the village board, during regularly scheduled baseball or softball league or tournament games.

(2) The park board ~~may allow from allowing fermented~~ malt beverages to be ~~sold~~, possessed or consumed ~~on within specific park land areas by the issuance of a permit allowed under Hartland Ord. 6-66~~ during a special event, such as a community celebrations, ~~gathering, assembly~~ or functions.

(3) ~~The park board may allow fermented malt beverages to be sold, possessed and consumed only within specific park land areas for which a permit has been duly granted by the Village Board under all of the applicable provisions of Hartland Ord. Chapter 6 - ALCOHOLIC BEVERAGES, ARTICLE II.~~

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

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Section 3: This Ordinance shall take effect and be in full force after adoption.

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Adopted this _____ day of _____, 2023.

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VILLAGE OF HARTLAND

By: _____

Jeffrey Pfannerstill, Village President

ATTEST:

By: _____

Darlene Igl, MMC, WCPC, Village Clerk

246828

1280 Bristlecone



APPLICATION FOR PLAN COMMISSION

☐ \$300 REVIEW FEE DUE AT TIME OF APPLICATION

Form with fields: Project Description (GAZEBO SHELTER ON CEMENT SLAB), Proposed Use (SHELTER FOR PARK PATRONS), Project Location (BRISTLECONE PINES PLAYGROUND AREA), Project Name (PLAYGROUND SHELTER), Owner (HOA), Phone (414 587 3011), Address (LOT 11 BRISTLECONE PINE), City (HARTLAND), State (WIS), Zip (53029), Engineer/Architect (DAVID FRANKS), 262 894 8902, Contact Person (GEOFFREY DACZYK), 262 894 8902

The Plan Commission meets on the third Monday of the Month at 7:00 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

The deadline for filing is a minimum of fifteen (15) working days before the meeting.

All of the requested information must be received prior to the deadline in order to be placed on the agenda. Village Plan Review Staff has been directed to delay placement on the Plan Commission Agenda based on incomplete submittals.

Four (4) sets of bound application materials and one (1) electronic copy of all materials must be submitted.

Applications that include site plans must depict the following existing and proposed information:

- Complete dimensions (lot, building, setbacks, parking, drives, etc.)
➤ Scale and north arrow
➤ All structures (include building elevations and height)
➤ Drainage and grades (include design calculations for drainage)
➤ Storm Water Management Plan
➤ Utilities and easements (sewer, water, storm etc.)
➤ Calculation of lot coverage
➤ Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
➤ Grading and erosion control
➤ Landscaping, including a Tree Protection Plan
➤ Exterior lighting details
➤ Exterior HVAC equipment location
➤ Dumpster location (screening required)
➤ Street right-of-way
➤ Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

All applications for consideration by the Plan Commission are subject to the policies described in this document.

Table with 3 columns: Date Applied:, Date of Meeting:, Return Comments by:



Department of Building Inspection

PERMIT # _____

APPLICATION FOR BUILDING PERMIT

210 Cottonwood Avenue • Hartland, WI 53029 • Phone (262) 367-4744 • Fax (262) 367-2430

JOB LOCATION PLAYGROUND/TENNIS COURTS (SEE ATTACHED MAP)

LOT 11 BLOCK _____ SUBD BRISTLECOPE PINES TAX KEY _____

OWNER BRISTLECOPE PINES HOA PHONE 414 587 3011 FAX _____

ADDRESS _____ CITY, STATE, ZIP _____

CONTRACTOR DAVID FRANKS, TOMASELLO PHONE 262 894 8902 FAX _____

ADDRESS _____ CITY, STATE, ZIP _____

When permit is ready notify: Contractor Owner By: Mail Phone Fax

Project Description: CEMENT SLAB, SHELTER CONSTRUCTION 12X20'

Current principal use of property PLAYGROUND, TENNIS COURT

Proposed principal use of property SAME

Width 12 FT Length 20 FT Sq. Ft. 240 Height 10.2" Cu. Ft. _____

Estimated cost of above job(s) \$ 7,300.00 (SLAB) \$ 10,000. (SHELTER)

State Approval _____ Date _____

Class of Construction _____ Sprinkler _____ Stories _____

TO THE BUILDING INSPECTOR: The undersigned hereby applies for a permit to do work herein described according to the plans and specifications filed herewith and located as shown on this application. The undersigned agrees that such work will be done in accordance with the said description, plans and specifications and in compliance with the Uniform Dwelling Code of Wisconsin Administrative Code, Zoning Ordinance, all other ordinances of the Village of Hartland and with all the laws and orders of the State of Wisconsin applicable to said premises.

Signature of Applicant _____ Date _____

CONDITIONS OF APPROVAL: This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

1. See plans for possible conditions/recommendations
2. _____
- _____
- _____
- _____
- _____

_____ TOTAL FEES

_____ Date Paid

_____ Receipt

Meeting dates plans were approved for building permit:
Plan Commission _____ Village Board _____ Arch Board _____

APPLICATION APPROVED ON: _____ DATE _____ BY: _____ BUILDING INSPECTOR



Playground
Or 12" d
wood chips
landscape engineer
beam

drainage
easement
Wenergies
easement

0 36.71 Feet

Printed: 4/29/2023

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically administers and maintains the GIS data. The user assumes all responsibility for any use of the information and depictions herein, or for any other official use of the information and depictions herein, or for any other use of the information and depictions herein, or for any other use of the information and depictions herein.

Notes

tennis courts
asphalt path

Goal

To establish a shaded shelter next to the playground for residents to use on a daily basis. And to provide a meeting / serving place for planned gatherings at the HOA community park.

- ① Excavation - Contractor (D.J. Frank) shall first excavate an estimated (6) six cubic yards of soil from the site with a wheeled skid steer and haul away soil from the site immediately after with a quad axel dump truck to make way for the installation of the base for the new 6" thick concrete pad.
- ② Installation of the new pad.
The new base material will consist of 6" of #1 limestone that is compacted with a plate compactor. The contractor will then form the perimeter with 2" x 6" materials that are secured with steel

2(cont)

form stakes. We will install 3 lines of $\frac{1}{2}$ " rebar around the outside 24" of the pad to further strengthen the concrete for a surface mounted structure to be installed. We will then use a low chert fiber concrete to pour the pad and finish with a broom for traction.

③ Restoration of area. The area will then be retored with screened top soil, premium grass seed, starter fertilizer and straw mat.

Geofrey Daczyk

David J Frank

cell 262-894-8902

BRISTLE CONE PINES PLAYGROUND SHELTER

20 FT X 12 FT CEDAR WOOD GAZEBO/SHELTER
WITH A STEEL ROOF

ALL POWDER COATED STEEL BRACES.

ALL LUMBER IS PRE-CUT AND PRE-DRILLED

ROOF IS SUPPORTED WITH SIX (6x6) WOOD
BEAMS PLACED INTO SIMPSON BASE SLEEVES
ANCHORED WITH 4 6" BOLTS INTO THE
CONCRETE SLAB. THERE WILL BE 6 SLEEVES

THE STEEL ROOF IS RATED AT 50 LBS/SQ FT
CERTIFIED TO WITHSTAND 30" OF SNOW
LOAD. IT IS ALSO RATED TO STAND-UP
TO 100 MPH WINDS. THE STRUCTURE IS
OPEN ON ALL SIDES.

THE STRUCTURE WILL NOT HAVE ANY
CONNECTED ELECTRICAL LINES.

COLOR OF STRUCTURE WILL BE BROWN
WITH A GREEN ROOF. NO TREES OR
OTHER PLANT MATERIAL WILL BE PLACED
NEARBY.

TOMASELLO CONTRACTORS
414 403 9240



You're shopping
Delafield
OPEN until 10 pm

Delivering to
53018

Search



Cart | 0 items

Home / Storage & Organization / Outdoor Storage / Shade Structures / Gazebos

Internet #322230767 Model #2207011COM Store SKU #1008426860



Backyard Discovery

Norwood 20 ft. x 12 ft. All Cedar Wooden Carport Pavilion Gazebo with Hard Top Steel Roof

★★★★★ (55) Questions & Answers (37)



Hover Image to Zoom

\$3999⁰⁰

\$334.00 /mo* suggested payments with 12 months* financing [Apply Now](#)

Pickup at [West Allis](#)

Delivering to [53018](#)

Ship to Store

Apr 19 - Apr 24

25 available

FREE

Delivery

Apr 19 - Apr 27

25 available

Live Chat

Feedback

- 1 +

[Add to Cart](#)

— or —

Buy now with **PayPal**

Product Details



The cedar 20x12 Norwood Carport/Gazebo/Pavillion by Backyard Discovery is our largest multi-function gazebo to date. The expansive 20x12 Norwood has versatile functionality and can be used for relaxing and entertaining or as an alternative to a garage. Protect vehicles, boats, trailers and more from the damaging elements or enjoy an alfresco dinner under the shade of the heat reducing roof with friends and family. The Pro-Tect Certified 20x12 Norwood is certified to withstand 12,600 pounds of snow load and up to 100 mph winds ensuring years of worry free use. The 20x12 Norwood also features our exclusive PowerPort with 3 outlets and 3 USB ports to power up lights, music and much more. The possibilities are endless under the stately cedar 20x12 Norwood Carport/Gazebo/Pavillion.

Additional Resources

From the Manufacturer

Specifications

Dimensions: H 122 in, W 237.5 in, D 145.25 in



Questions & Answers

37 Questions



Customer Reviews

5 out of 5 ★★★★★ (55)



Frequently Bought Together

Select

This Item

Select

Select



Backyard Discovery
Norwood 20 ft. x 12 ft. All Cedar Wooden Carport...

★★★★★ (55)

Backyard Discovery
Norwood 16 ft. x 12 ft. Light Brown Wooden Gazebo

★★★★★ (145)

Black 3-Piece Metal Square
Outdoor Patio Bar Set wit...

★★★★★ (121)

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[Live Chat](#)

[Feedback](#)



Norwood 20 ft. x 12 ft. All Cedar Wooden Carport Pavilion Gazebo with Hard To...
 by Backyard Discovery ★★★★★ (55)  **\$3999⁰⁰**



[Product Details](#)

[Specifications](#)

[Questions & Answers](#)

[Customer Reviews](#)

[Home](#) / [Storage & Organization](#) / [Outdoor Storage](#) / [Shade Structures](#) / [Gazebos](#)

Internet #322230767 Model #2207011COM Store SKU #1008426860



Backyard Discovery

Norwood 20 ft. x 12 ft. All Cedar Wooden Carport Pavilion Gazebo with Hard Top Steel Roof

★★★★★ (55)  [Questions & Answers \(37\)](#)



Hover Image to Zoom

[Live Chat](#)
[Feedback](#)



Norwood 20 ft. x 12 ft. All Cedar Wooden Carport Pavilion Gazebo with Hard To...
by Backyard Discovery  **\$3999⁰⁰**

Pickup at [Delafield](#)

Delivering to [53018](#)

Ship to Store

Apr 19 - Apr 24

25 available

FREE

Delivery

Apr 19 - Apr 27

25 available

- 1 +

 Add to Cart

— or —

Buy now with **PayPal**

 Live Chat

 Feedback

Product Details

Specifications

Dimensions: H 122 in, W 237.5 in, D 145.25 in

Dimensions

Approximate Depth (ft.)	12
Approximate Height (ft.)	10
Approximate Width (ft.)	20
Assembled Depth (in.)	145.25 in
Assembled Height (in.)	122 in
Assembled Width (in.)	237.5 in
Canopy Depth (in.)	192.25 in
Canopy Width (in.)	226.25 in



Norwood 20 ft. x 12 ft. All Cedar Wooden Carport Pavilion Gazebo with Hard To...
by Backyard Discovery  **\$3999⁰⁰**

Outside Post Spacing Depth (in.)	129.25 in
Outside Post Spacing Width (in.)	226.25 in
Overall Height from ground to top of canopy/Overall Dimensions in Height (in.)	122 in
Width (ft) x Depth (ft)	20x12

Details

Canopy Style	Peaked
Color Family	Brown
Commercial/Residential	Commercial, Residential
Floor Options	Without Floor
Frame Material	Wood
Gazebo Features	Canopy, Hardtop, Rust-Resistant Components, Water Resistant
Gazebo Type	Permanent
Included	Assembly Instructions, Building Components
Manufacturers Recommended Assembly Time (hours)	20
Manufacturers Recommended Tools needed for Assembly	Drill, Hammer, Square, Screwdriver, Wrenches, Ratchet, Tape Measure, Mallet, Level
Maximum Roof Load	52.5
Maximum Wind Resistance	100
Number of People Recommended by Manufacturer to Assemble	2
Outdoor Living Product Type	Gazebo
Product Weight (lb.)	1145.19 lb





Norwood 20 ft. x 12 ft. All Cedar Wooden Carport Pavilion Gazebo with Hard To...
by Backyard Discovery \$3999⁰⁰



Warranty / Certifications

Manufacturer Warranty

5 Year Limited Warranty

How can we improve our product information? Provide feedback.

Questions & Answers

37 Questions

Customer Reviews

5 out of 5 ★★★★★ (55)

Frequently Bought Together

Select

This Item

Select

Select

Select



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Backyard Discovery
Norwood 20 ft. x 12 ft. All Cedar Wooden Carport...

★★★★★ (55)

\$3999⁰⁰

Backyard Discovery
Norwood 16 ft. x 12 ft. Light Brown Wooden Gazebo

★★★★★ (145)

\$3299⁰⁰

Black 3-Piece Metal Square Outdoor Patio Bar Set wit...

★★★★★ (121)

\$294⁵⁹ ~~\$346.58~~
Save \$51.99 (15%)

Ba Sa: Gri

★

\$1

Live Chat

Feedback

Store: 3195
 Date: 03/28/2023 - 3:16 PM
 Design Name: Truss Designer
 Design ID: 319557050913
 Estimated Price: \$449.96

MENARDS
Design & Buy™
TRUSS

*Today's Estimated Price. Future pricing may go up or down. Tax, labor, and delivery not included

<p>How to recall and purchase your design at home:</p>  <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 1. On Menards.com, enter "Design & Buy" in the search bar 2. Select the Truss Designer 3. Recall your design by entering Design ID: 319557050913 4. Follow the on-screen purchasing instructions 	<p>How to purchase your design at the store:</p> <ol style="list-style-type: none"> 1. Enter Design ID: 319557050913 at the Design-It Center Kiosk in the Building Materials Department 2. Follow the on-screen purchasing instructions
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<p>Truss Type: Scissor Sku: 1004547 Span: 10' O.C. Spacing: 2' Pitch: 4/12 Heel Height: 3-15/16" Left Overhang: 1' Right Overhang: 1' Loading: 30-7-0-10 Shipping Length: 12' Shipping Height: 2' 3-11/16"</p>		<p>Price Each: \$40.37 Quantity: x 9 Total Price: <u> </u> \$363.33</p>
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<p>Truss Type: Standard End Sku: 1004547 Span: 10' Pitch: 4/12 Heel Height: 3-15/16" Left Overhang: 1' Right Overhang: 1' Shipping Length: 12' Shipping Height: 2' 3-11/16"</p>		<p>Price Each: \$37.54 Quantity: x 2 Total Price: <u> </u> \$75.08</p>
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Pickup Information: **Total Price: \$449.96**
MENARDS - FRANKLIN Store *Price shown is delivered to the MENARDS - FRANKLIN store.

Comments:

- Today's price, future pricing may go up or down. Tax, labor and delivery from store are not included. Truss picture(s) are for representation only.
- Price shown is delivered to the MENARDS - FRANKLIN store.
- Take this quote to the Building Materials desk to order.
- Loading values are just an estimate. Please contact your local building inspector to verify your code requirements.

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST, BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

For other design systems Search "Design & Buy" on Menards.com

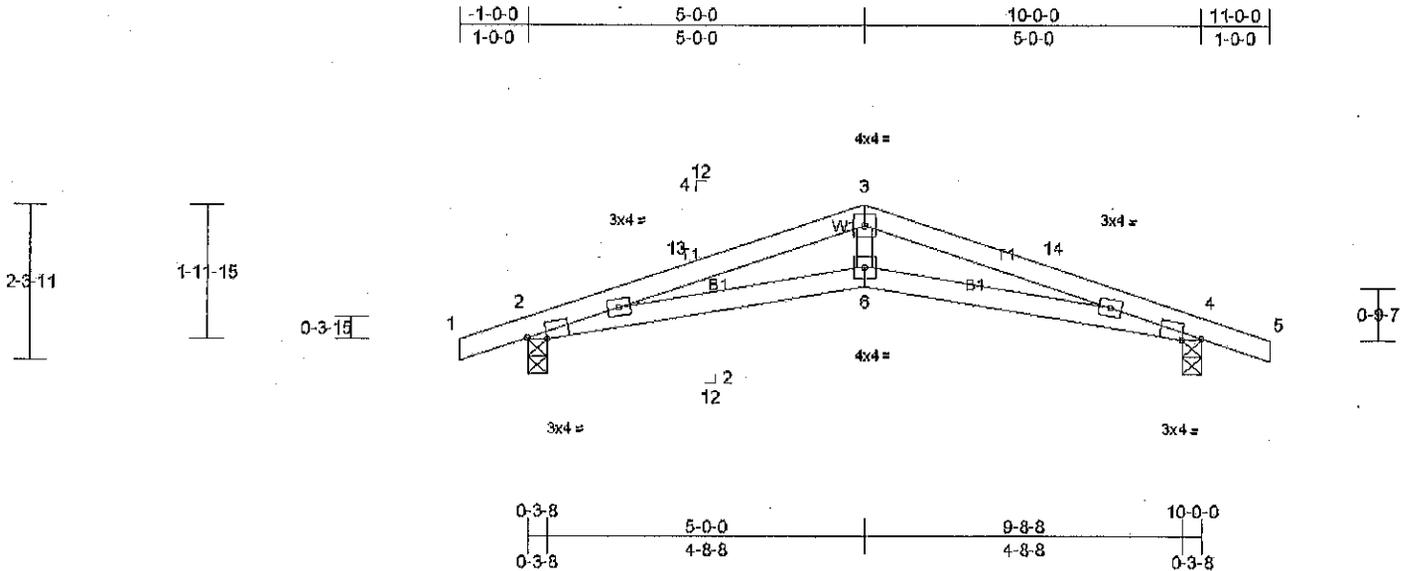
Job QTREC0738238	Truss S1	Truss Type SCISSORS	Qty 2	Ply 1	Job Reference (optional)
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Midwest Manufacturing, Eau Claire, WI

Run: 8.4 S 0 Aug 16 2021 Print: 8.400 S Aug 16 2021 MITek Industries, Inc. Mon Jun 13 09:22:45

Page: 1

ID: gU67U0sqb2d0M3bWjrK2hz6khV-VV7qJF8FB7Xmd6x2AqTX_nCQIs9EV4VovKfQz6kh8



Scale = 1:32.8

Plate Offsets (X, Y): [2:0-3-8,Edge], [4:0-3-8,Edge]

Loading	(psf)	Spacing	2-0-0	CSI	DEFL	in	(loc)	l/defl	L/d	PLATES	GRIP	
TCLL (roof)	30.0	Plate Grip DOL	1.15	TC	0.26	Vert(LL)	-0.06	6-12	>999	240	MT20	197/144
Snow (Ps/Pg)	27.7/40.0	Lumber DOL	1.15	BC	0.41	Vert(TL)	-0.11	6-12	>999	180		
TCDL	7.0	Rep Stress Incr	YES	WB	0.31	Horiz(TL)	0.05	4	n/a	n/a		
BCLL	0.0*	Code	IRC2009/TPI2007	Matrix-MS								
BCDL	10.0											
											Weight: 27 lb	FT = 15%

LUMBER

TOP CHORD 2x4 SPF No.2
 BOT CHORD 2x4 SPF No.2
 WEBS 2x3 SPF Stud

BRACING

TOP CHORD
 BOT CHORD

Structural wood sheathing directly applied or 4-10-15 oc purlins.
 Rigid ceiling directly applied or 10-0-0 oc bracing.

REACTIONS (lb/size) 2=544/0-3-8, (min. 0-1-8), 4=544/0-3-8, (min. 0-1-8)
 Max Horiz 2=25 (LC 8)
 Max Uplift 2=76 (LC 9), 4=76 (LC 10)

MITek recommends that Stabilizers and required cross bracing be installed during truss erection, in accordance with Stabilizer Installation guide.

FORCES

(lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown
 TOP CHORD 2-13=1299/224, 3-13=1268/231, 3-14=1268/231, 4-14=1299/224
 BOT CHORD 2-6=162/1228, 4-6=162/1228
 WEBS 3-6=277/508

NOTES

- Unbalanced roof live loads have been considered for this design.
- Wind: ASCE 7-05; 90mph; TCDL=4.2psf; BCDL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (low-rise) exterior zone and C-C Exterior (2) zone; cantilever left and right exposed; end vertical left and right exposed; C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
- TCLL: ASCE 7-05; Pr=30.0 psf (roof live load; Lumber DOL=1.15 Plate DOL=1.15); Pg=40.0 psf (ground snow); Ps=27.7 psf (roof snow; Lumber DOL=1.15 Plate DOL=1.15); Category II; Exp B; Fully Exp.; Ct=1.10
- Roof design snow load has been reduced to account for slope.
- Unbalanced snow loads have been considered for this design.
- This truss has been designed for greater of min roof live load of 12.0 psf or 1.00 times flat roof load of 27.7 psf on overhangs non-concurrent with other live loads.
- This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
- * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3-06-00 tall by 2-00-00 wide will fit between the bottom chord and any other members.
- Bearing at joint(s) 2, 4 considers parallel to grain value using ANSI/TPI 1 angle to grain formula. Building designer should verify capacity of bearing surface.
- Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 76 lb uplift at joint 2 and 76 lb uplift at joint 4.

LOAD CASE(S) Standard

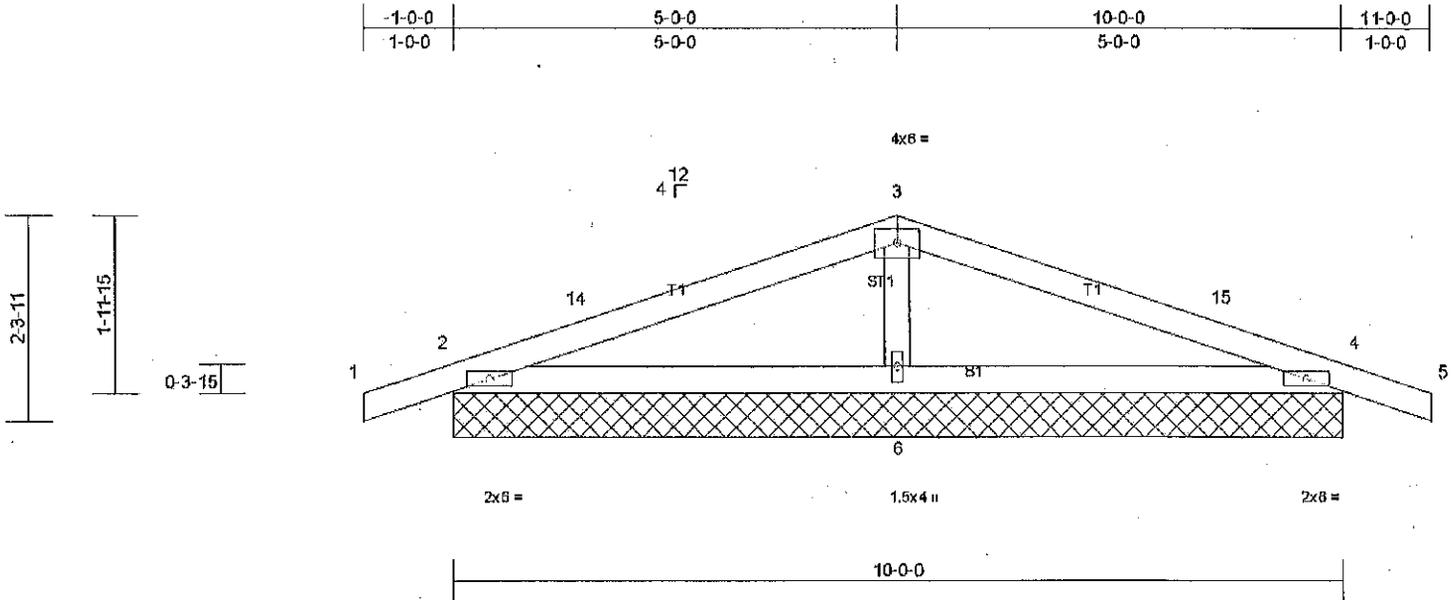
Job QTREC0765099	Truss T1E	Truss Type COMMON	Qty 2	Ply 1	Job Reference (optional)
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Midwest Manufacturing, Eau Claire, WI

Run: 8:51 S Aug 11 2022 Print: 8:51 S Aug 11 2022 MITek Industries, Inc. Tue Dec 20 13:12:46

Page: 1

ID: 691DMyAJAUNKKzGyEVQzey73O2-nH13b9K5GZDIXLSm5L075UWYhOYgKvZM20my73LC



Scale = 1:24.8

Loading	(psf)	Spacing	2-0-0	CSI		DEFL	in	(loc)	l/defl	L/d	PLATES	GRIP
TCLL (roof)	42.0	Plate Grip DOL	1.15	TC	0.33	Vert(LL)	n/a	-	n/a	999	MT20	197/144
Snow (Ps/Pg)	41.6/60.0	Lumber DOL	1.15	BC	0.20	Vert(TL)	n/a	-	n/a	999		
TCDL	7.0	Rep Stress Incr	YES	WB	0.08	Horiz(TL)	0.00	2	n/a	n/a		
BCLL	0.0*	Code	IRC2009/TPI2007	Matrix:MS							Weight: 28 lb	FT = 15%
BCDL	10.0											

LUMBER
 TOP CHORD 2x4 SPF No.2
 BOT CHORD 2x4 SPF No.2
 OTHERS 2x4 SPF Stud

BRACING
 TOP CHORD
 BOT CHORD

Structural wood sheathing directly applied or 6'-0" oc purlins.
 Rigid ceiling directly applied or 10'-0" oc bracing.

REACTIONS All bearings 10'-0".
 (lb) - Max Horiz 2=25 (LC 8), 7=25 (LC 8)
 Max Uplift All uplift 100 (lb) or less at joint(s) 2, 4, 6, 7, 11
 Max Grav All reactions 250 (lb) or less at joint(s) except 2=455 (LC 3),
 4=455 (LC 4), 6=630 (LC 1), 7=455 (LC 3), 11=455 (LC 4)

FORCES (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.
 TOP CHORD 2-14=652/82
 BOT CHORD 2-6=87/732
 WEBS 3-6=367/96

- NOTES**
- Unbalanced roof live loads have been considered for this design.
 - Wind: ASCE 7-05; 90mph; TCDL=4.2psf; BCDL=6.0psf; h=25ft; Cat. II; Exp B; Enclosed; MWFRS (low-rise) exterior zone and C-C Exterior (2) zone; cantilever left and right exposed; end vertical left and right exposed; C-C for members and forces & MWFRS for reactions shown; Lumber DOL=1.60 plate grip DOL=1.60
 - Truss designed for wind loads in the plane of the truss only. For studs exposed to wind (normal to the face), see Standard Industry Gable End Details as applicable, or consult qualified building designer as per ANSI/TPI 1.
 - TCLL: ASCE 7-05; Pr=42.0 psf (roof live load; Lumber DOL=1.15 Plate DOL=1.15); Pg=60.0 psf (ground snow); Ps=41.6 psf (roof snow; Lumber DOL=1.15 Plate DOL=1.15); Category II; Exp B; Fully Exp.; Ct=1.10
 - Roof design snow load has been reduced to account for slope.
 - Unbalanced snow loads have been considered for this design.
 - This truss has been designed for greater of min roof live load of 12.0 psf or 1.00 times flat roof load of 4.1.6 psf on overhangs non-concurrent with other live loads.
 - Gable requires continuous bottom chord bearing.
 - Gable studs spaced at 2'-0" oc.
 - This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
 - * This truss has been designed for a live load of 20.0psf on the bottom chord in all areas where a rectangle 3'-06"-00 tall by 2'-00"-00 wide will fit between the bottom chord and any other members.
 - Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joint(s) 2, 4, 6, 2, 4.

LOAD CASE(S) Standard

BLAKE & SARAH RIGEL
1410 E BRISTLECONE DR
HARTLAND, WI 53029-8653

BRISTLECONE PINES COMMUNITY
ASSOCIATION INC
C/O DON TUSHAUS
1209 SWEETBRIAR LN
HARTLAND, WI 53029-8635

JOHN & JUDITH CARLSON
1401 E BRISTLECONE DR
HARTLAND, WI 53029

JOHN PELLETIER
1111 COLONIAL DR
HARTLAND, WI 53029-8017

JOHN STEVEN & DEBRA LEE ENSEY
N55W28983 COUNTY ROAD K
HARTLAND, WI 53029-8615

LOT OWNERS OF MARY HILL
6255 UNIVERSITY AVE STE 101 C/O MARY
HILL HOMEOWNERS ASSOCIATION
MIDDLETON, WI 53562

NEAL & MELODY WEST
1110 COLONIAL DR
HARTLAND, WI 53029

PETER J JUNGBLUTH
1614 10TH AVE
FRIENDSHIP, WI 53934-9757

THE LEGEND AT BRISTLECONE PINES LLC
1 LEGEND WAY
WALES, WI 53183

WESTLAKE LIVING TRUST
1403 E BRISTLECONE DR
HARTLAND, WI 53029

TIMOTHY & BRENDA ONEILL
1420 E BRISTLECONE DR
HARTLAND, WI 53029



**Village of Hartland
Administration**

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

Committee: Village Board	Date: May 5, 2023
Village Board Item Number:	Date: May 22, 2023
Submitted By: Sara Rennekamp, Recreation Director	Presenter: Tabitha McBride
Subject: Consideration of a motion to approval of the special event at Tabi's Lake Country, Anniversary Party, July 29, 2023.	
Details: Included in the Village Board packet is the special event packet.	
Executive Recommendation: Staff recommends approval of this event.	
Financial Remarks: All fees are paid.	
Options & Alternatives: None at this time.	



210 Cottonwood Avenue
 Hartland WI 53029
 262-367-2714 FAX: 262-367-2430
www.villageofhartland.wi.gov

SPECIAL EVENT PERMIT APPLICATION

Permit approved	_____	Date	_____
Permit fees paid	<u>75-</u>	Date	<u>5-5-23</u>
Deposit paid	_____	Date	_____
Deposit returned	_____	Date	_____

FEEs ARE NON-REFUNDABLE

APPLICATION AND PERMIT FEES ARE DUE 60 DAYS PRIOR TO YOUR EVENT

ORGANIZATION INFORMATION			
Name of Organization <u>Tabis Lake Country</u>			
Street Address <u>111 E Capitol Dr.</u>	City <u>Hartland</u>	State <u>WI</u>	Zip <u>53029</u>
Phone Number <u>262-367-6525</u>	Are you a 501(c)3 Organization?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Event Contact Person (First & Last Name) <u>Tabitha McBride</u>			
Address <u>W282 N6668 Meadowlark Lane</u>	City <u>Hartland</u>	State <u>WI</u>	Zip <u>53029</u>
Email <u>tabiswinebar@gmail.com</u>	Phone Number <u>262-442-4815</u>	Day of Event Phone Number <u>262-442-4815</u>	
If applicant is a partnership, provide names, addresses and phone numbers for all partners. Provide names, addresses and phone numbers for all officers and directors if corporation or members if applicant is a limited-liability company.			

EVENT INFORMATION	
Name of Event <u>Anniversary Celebration</u>	Date(s) of Event <u>July 29, 2023</u>
Event Start Time <u>7pm</u>	Event End Time <u>11pm</u>
Location of the Event* <u>Back parking lot</u>	
Will your event take place in a Village of Hartland Park? <u>No</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p>You MUST attach a detailed map/diagram of your event indicating the specific location and layout for event including vendors, generators, parking, proposed road closures, structures and portable toilets.</p> <p>*If you are using a Village Park, you must complete the Park Facility Reservation Application and reserve the park facility prior to getting your special event permit approved by the Village Board.</p>	

OTHER INFORMATION

Generally describe your event and its purpose

Celebrate 5yrs in Business with live music

Estimated Number of Participants

75

Spectators

Vendors

Will alcohol be sold/served? *If yes, liquor and bartender licenses are necessary under separate application.*

Yes

No

Will you be selling/serving food?

Yes

No

Will you have food trucks? *If yes, you will need to obtain Outside Food Vendor Permits under separate application.*

Yes

No

If yes, how many food trucks will be at the event?

Will you be selling merchandise? *If yes, you will need to obtain a Solicitor's Permit under separate application.*

Yes

No

Does the event involve fireworks? *If yes, you will need to obtain a Fireworks Permit under separate application.*

Yes

No

Does the event involve amplified music?

Yes

No

If yes, will the amplified music be a:

Band

DJ

Hours of amplified music:

7-11

Noise is regulated within the Village of Hartland. The Village ordinance states that no person shall make loud noise such as may tend to unreasonably annoy or disturb the peace and quiet of another in the vicinity. Music for special events shall terminate at 9:00 p.m. if the event held Sunday through Thursday and at 11:00 p.m. if the event is held on a Friday, Saturday or holiday weekend.

Is street closure requested?

Parking lot

Yes

No

Hours of street closure:

After 4pm

Diagram for Street Closure Provided?

Yes

No

Will you need barricades provided by the Village for your event?

X

Yes

No

How many barricades needed for your event?

2

"Road Closed" signs requested?

Yes

No

Will you be erecting any tents, canopies or other temporary structure(s)? *If yes, You will need to provide a plan for their proposed locations and the Department of Public Works will need to inspect these structures prior to the start of your event. Tents over 400 sq. feet will require inspection by the Building Inspector.*

Yes

No

Will you be providing portable restrooms and wash stations?

Yes

No

OTHER INFORMATION CONTINUED

If yes, how many will you provide and where will they be located? Also how will solid waste be disposed of?

Will you provide parking for participants? <i>Sheet</i>	Yes	<input checked="" type="checkbox"/> No
---	-----	--

If yes, where will parking be available?

Will you provide a dumpster/clean-up services?	Yes	<input checked="" type="checkbox"/> No
--	-----	--

If yes, please describe your clean-up and refuse collection plan.

Will the event require additional security?	Yes	<input checked="" type="checkbox"/> No
---	-----	--

Will you have an emergency plan in the event of severe weather?	<input checked="" type="checkbox"/> Yes	No
---	---	----

Will the event require first aid and/or emergency responders?	Yes	<input checked="" type="checkbox"/> No
---	-----	--

INSURANCE REQUIREMENTS

The Special Event Sponsor will obtain liability insurance for the event. Proof of this insurance with coverage no less than \$1,000,000, must list the Village of Hartland as an additional insured party and is due no later than 20 days before the event.

Are you able to provide these insurance documents?	<input checked="" type="checkbox"/> Yes	No
--	---	----

DEPOSIT REQUIREMENTS

For events to held in a Village Park: The applicant may be required to submit to the Village a refundable deposit based on number of attendees (see Park Facility Reservation Application). The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within twelve (12) hours after the conclusion of the event.

TERMINATION OF AN EVENT

The Village reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by the Hartland Police Department and/or Fire Department and/or there is a violation of Village Ordinances, State Statutes or the terms of the Applicant's permit. The Village Administrator and/or his/her designee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

By signing this form, the applicant certifies authorization to act on behalf of their organization and hereby agrees to hold the Village, its officers, employees, agents and contractors, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval. The applicant is responsible for obtaining all necessary reservations, permits and licenses.



5-5-23

Signature of Applicant

Date

For staff use only

Park/Rec. Board approval, if necessary, on:

Application forwarded to:

Administrator

Police Chief

Building Inspector

Public Works Director

Village Board approval, if necessary, on:

Fire Chief

Rec Director

Date: _____

DEPT.	APPROVE	DENY	BY	REASON (if denied)
Bldg. Insp.				
Clerk	5/8/23		<i>[Signature]</i>	
Fire	5/10/23		<i>[Signature]</i>	
Police	5-5-23		<i>Chief Mosh</i>	
Public Works	5-5-23		<i>R. Zell</i>	
Rec	5-5-23		<i>[Signature]</i>	

Fees

_____ Outside Food Vendors

_____ Special Event Permit

TOTAL FEES

_____ Park Facility Fees

_____ Temp. Bartender's

_____ Solicitor's Permit(s)

_____ Temp. Class B

All requirements for this special event have been met.

Village Administrator approval

Date



5/16/2023



Band

Chairs / tables if needed
for viewing

VILLAGE OF HARTLAND
210 COTTONWOOD AVE
HARTLAND MI 53029-0260
262-387-2714

Transaction 246908.18919
05/05/2023 07:11am
pos @ VOHPC-POS4

PERMITS \$75.00
TABIS ANNIVERSARY SPECIAL EVENT PERMIT

Receipt Total \$75.00
ck Payment (497) \$75.00



**Village of Hartland
Administration**

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

Committee: Village Board	Date: May 16, 2023
Village Board Item Number:	Date: May 22, 2023
Submitted By: Sara Rennekamp, Recreation Director	Presenter: Keith Van De Laarschot
Subject: Consideration of a motion to approval of the special event St Charles' Fall Festival, September 8-10, 2023.	
Details: Included in the Village Board packet is the special event packet.	
Executive Recommendation: Staff recommends approval of this event.	
Financial Remarks: All fees are paid.	
Options & Alternatives: None at this time.	

transaction
247045.18925



210 Cottonwood Avenue
Hartland WI 53029
262-367-2714 FAX: 262-367-2430
www.villageofhartland.com

SPECIAL EVENT PERMIT APPLICATION

Permit approved	_____	Date	_____
Permit fees paid	_____	Date	_____
Deposit paid	75	Date	5-15-23
Deposit returned	_____	Date	_____

FEES ARE NON-REFUNDABLE

APPLICATION AND PERMIT FEES ARE DUE 60 DAYS PRIOR TO YOUR EVENT

ORGANIZATION INFORMATION			
Name of Organization St Charles Catholic Parish			
Street Address 313 circle Dr	City Hartland	State WI	Zip 53029
Phone Number	Are you a 501(c)3 Organization? Yes		<input checked="" type="radio"/> Yes <input type="radio"/> No
Event Contact Person (First & Last Name) Keith Van De Laarschot			
Address N42 W 33349 Glen View Ct	City Hartland	State WI	Zip 53058
Email Keithvandy@aol.com	Phone Number	Day of Event Phone Number 414-491-7665	
If applicant is a partnership, provide names, addresses and phone numbers for all partners. Provide names, addresses and phone numbers for all officers and directors if corporation or members if applicant is a limited-liability company.			

EVENT INFORMATION	
Name of Event St Charles Fall Fest	Date(s) of Event September 8-9-10
Event Start Time 8:00 AM Noon Friday	Event End Time 6:00 PM Sunday
Location of the Event* 313 Circle Drive Parish & school parking lot	
Will your event take place in a Village of Hartland Park?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<p>You MUST attach a detailed map/diagram of your event indicating the specific location and layout for event including vendors, generators, parking, proposed road closures, structures and portable toilets.</p> <p>*If you are using a Village Park, you must complete the Park Facility Reservation Application and reserve the park facility prior to getting your special event permit approved by the Village Board.</p>	

OTHER INFORMATION CONTINUED

If yes, how many will you provide and where will they be located? Also how will solid waste be disposed of?

20 Toilets 1 Handicap Toilet
Emptied each day

Will you provide parking for participants?

Yes

No

If yes, where will parking be available?

~~at~~ Village streets Hartbrook mall lot

Will you provide a dumpster/clean-up services?

Yes

No

If yes, please describe your clean-up and refuse collection plan.

2 Large Dumpsters

Will the event require additional security?

Yes

No

Will you have an emergency plan in the event of severe weather?

Yes

No

Will the event require first aid and/or emergency responders?

Yes

No

INSURANCE REQUIREMENTS

The Special Event Sponsor will obtain liability insurance for the event. Proof of this insurance with coverage no less than \$1,000,000, must list the Village of Hartland as an additional insured party and is due no later than 20 days before the event.

Are you able to provide these insurance documents?

Yes

No

DEPOSIT REQUIREMENTS

For events to held in a Village Park: The applicant may be required to submit to the Village a refundable deposit based on number of attendees (see Park Facility Reservation Application). The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within twelve (12) hours after the conclusion of the event.

VILLAGE OF HARTLAND
210 COTTONWOOD AVE
HARTLAND WI 53029-0260
262-367-2714

Transaction 247045.18925
05/15/2023 09:27am
pos @ VOHPC-POS4

PERMITS \$75.00
SPECIAL EVENT ST CHARLES FALL FEST 2023
LICENSES \$15.00
TEMP OPERATOR VANDELARSCHOT ST CHARLES FALL
FEST
LICENSES \$10.00
TEMP B&B ST CHARLES FALL FEST

Receipt Total \$100.00

k Payment (1944) \$100.00

Sara Rennekamp

From: keithvandy@aol.com
Sent: Tuesday, May 16, 2023 2:11 PM
To: Sara Rennekamp
Subject: Re: Special Event Paperwork
Attachments: Fall Fest 2023 sketch.pdf

Hi Sara: Attached is a sketch of the grounds for 2023. The music will be from Noon-11:00PM on Friday and Saturday and Noon to 5:00 Sunday

Activities:

Live Music each day
Carnival Rides Each day
Food Served each day. Friday Dinner Fish Fry, Saturday Dinner Booyah, Sunday Dinner Pulled Pork
Bags Tournament Saturday Afternoon
Reptile Show on Saturday afternoon
Face Painting on Saturday and Sunday
Kids Games All three days.
Outdoor Mass on Sunday at 11:00AM
Shuttle from Hartbrook mall area. Friday, Saturday and Sunday.

Let me know if you need anything further

Keith
414-491-7665

-----Original Message-----

From: Sara Rennekamp <sarar@villageofhartland.wi.gov>
To: keithvandy@aol.com <keithvandy@aol.com>
Sent: Tue, May 16, 2023 11:59 am
Subject: Special Event Paperwork

Hi Keith,

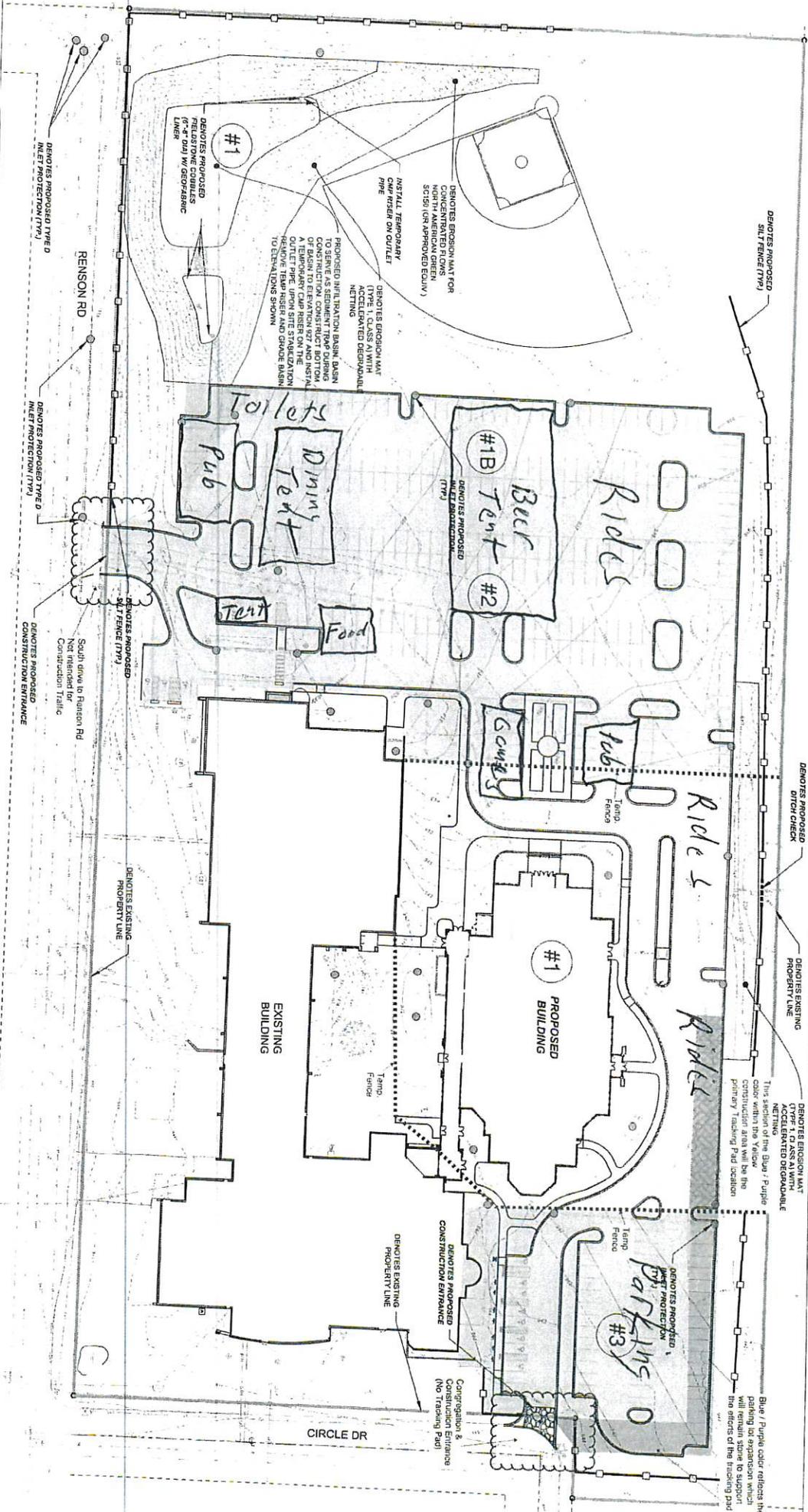
What hours will you have amplified music at the Fall Festival? The question was missed on the paperwork, sorry about that.

Thank you,

Sara Rennekamp
Director of Recreation
Village of Hartland
262-367-0352
sarar@villageofhartland.wi.gov
www.villageofhartland.wi.gov

[Like Us on Facebook](#)

Hwy 16



Fall Fest Sketch 2023

Blue / Purple color reflects the parking lot expansion which will remain stone to support the needs of the trucking pad

This section of the Blue / Purple color within the Yellow contour area will be the primary loading / pad section



COMMERCIAL MARKET RESEARCH & STRATEGY RECOMMENDATIONS



How did we conduct the analysis?

Hartland offers two types of commercial district:

- Neighborhood centers
- Downtown / specialty district

How are the village's districts performing relative to competition?

What is the composition of the trade area – and who is or is not a Hartland customer?

What challenges or opportunities are presented?

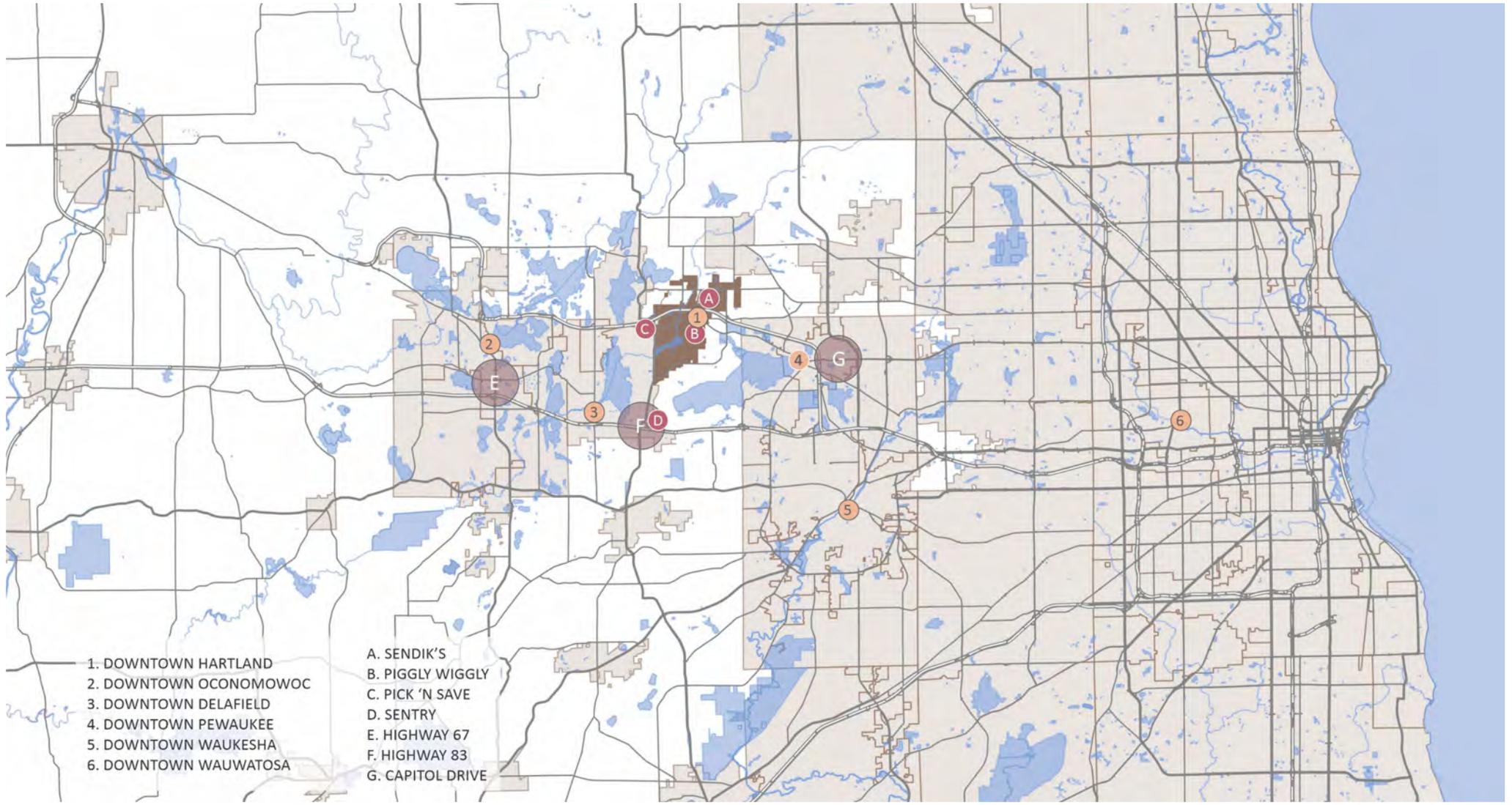
What actions might be taken by either businesses or the community?

Mobile device tracking was used to map patterns of customer traffic to the village and competitors.

Demographic analysis was used to develop customer and trade area profiles.

COMMERCIAL SETTING

Hartland is surrounded by larger centers meeting community and regional needs.





CHAIN BUSINESS RANKING

Chain stores within the area perform better than their peers in annual foot traffic.

CHAIN	ANNUAL VISITS	RANK WITHIN CHAIN	CATEGORY RANK
SENDIK'S	481,200	#3 of 12 (83%)	61% - GROCERY
WALGREEN'S	182,500	#2128 of 7684 (72%)	78% - PHARMACY
TRUE VALUE	51,400	#13 of 83 (85%)	47% - HOME IMPR.
ANYTIME FITNESS	81,200	#392 of 1904 (79%)	48% - FITNESS
BMO HARRIS BANK	17,200	#119 of 367 (67%)	41% - BANKING
PIGGLY-WIGGLY	308,600	#46 of 450 (90%)	46% - GROCERY
CULVER'S	241,300	#276 of 827 (66%)	92% - FAST FOOD
PICK 'N SAVE	443,700	#65 of 88 (27%)	58% - GROCERY
SENTRY FOODS	559,500		67% - GROCERY



MARKET LEADERS

Preferred destinations of 63,110 residents within 15 minutes of downtown Hartland.

<u>SHOPPING CENTERS</u>	<u>VISITORS</u>
Nagawaukee Center, Delafield	55,789
Brookfield Square, Brookfield	42,772
Corners of Brookfield, Brookfield	38,036
Hartland Plaza, Hartland	33,252
Shoppes/Corridors, Brookfield	33,170
Mayfair	31,352
Village Sq. of Delafield, Delafield	30,472
Mkt Place Pabst, Oconomowoc	26,427
Walmart Center, Delafield	25,864
Pewaukee Plaza, Pewaukee	23,061

<u>BIG BOX STORES</u>	<u>VISITORS</u>
Target, Delafield	40,819
Costco, Pewaukee	39,508
Walmart, Delafield	34,974
Kohl's, Delafield	32,425
Walmart, Pewaukee	31,843
Mills FleetFarm, Oconomowoc	20,307
Target (Kossow), Waukesha	17,718
Von Maur, Brookfield	16,926
Kohl's, Sussex	13,653
Sam's Club, Waukesha	11,262

<u>GROCERY STORES</u>	<u>VISITORS</u>
Sendik's, Hartland	26,767
Pick 'n Save, Nashotah	24,314
Pick 'n Save, Pewaukee	21,517
Sentry Foods, Delafield	20,881
Metro Market, Oconomowoc	17,301
Piggly Wiggly, Hartland	16,657
Pick 'n Save, Oconomowoc	14,214
Woodman's, Waukesha	12,861
Aldi, Pewaukee	12,713
Pick 'n Save, Sussex	12,378

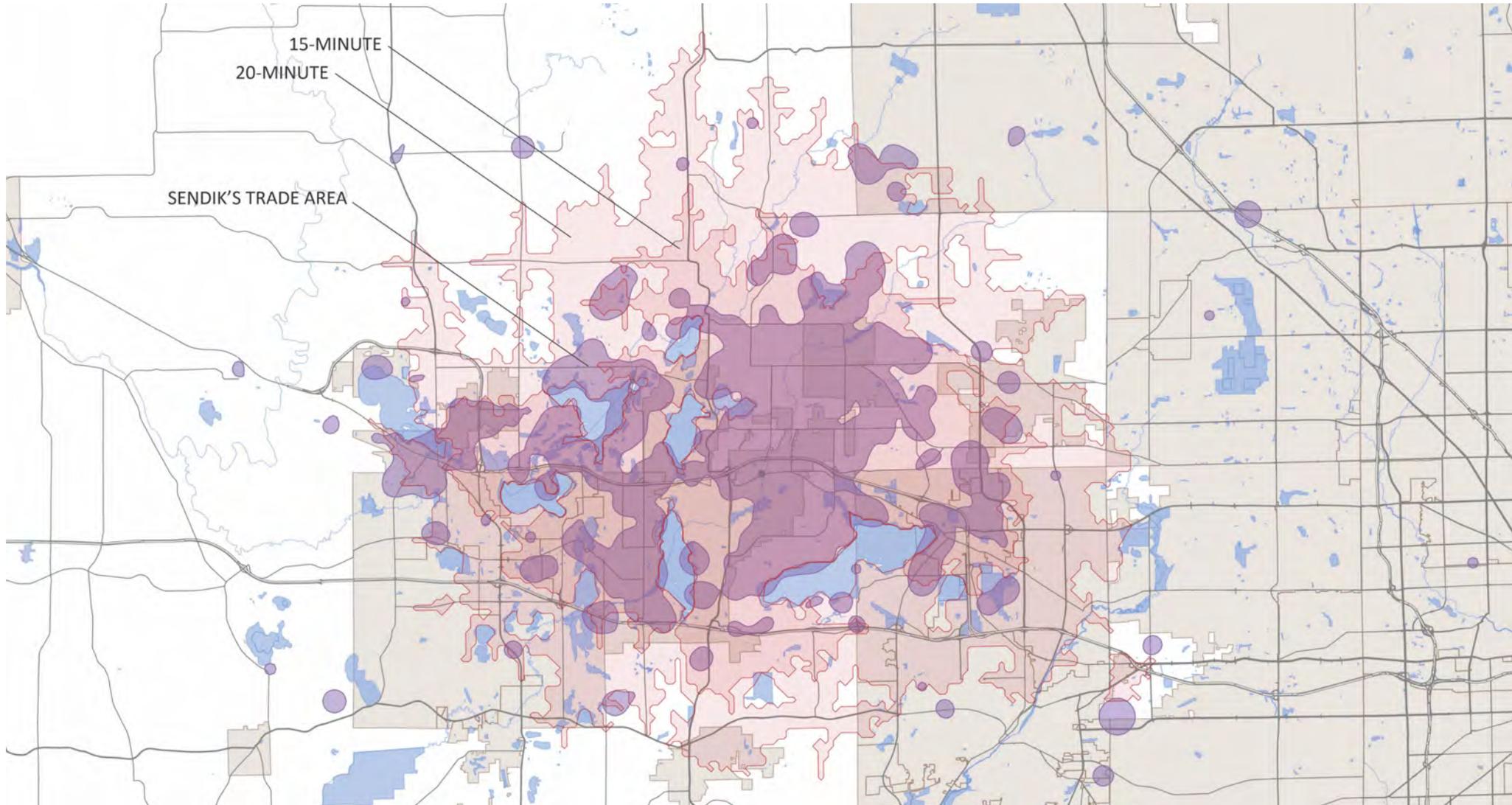
<u>LEISURE</u>	<u>VISITORS</u>
Marcus Theatres, Brookfield	22,720
WI State Fair Park, West Allis	18,412
Revere's Tavern, Delafield	17,108
Lake Okauchee	15,076
Fiserv Forum, Milwaukee	14,572
Taraska Stadium, Hartland	14,345
Naga-Waukee Park, Delafield	12,975
Marcus Theatres, Delafield	12,887
Delafield Brewhaus, Delafield	12,206
Milwaukee Mile, West Allis	11,991

<u>FAST FOOD/SNACK</u>	<u>VISITORS</u>
Culver's, Hartland	21,405
Panera Bread, Pewaukee	15,683
Bubba's, Pewaukee	13,890
Noodles & Company, Delafield	13,880
Chick-fil-A, Delafield	13,753
Chick-fil-A, Pewaukee	13,196
BelAir Cantina, Brookfield	13,173
Panera Bread, Pewaukee	13,160
Buffalo Wild Wings, Pewaukee	13,077
Culver's, Sussex	12,651

<u>RESTAURANTS</u>	<u>VISITORS</u>
Fiesta Cancun, Oconomowoc	15,163
Water St. Brewery, Delafield	14,812
Palmer's Steakhouse, Hartland	14,789
Mazatlan, Delafield	14,083
The Roots Cafe, Oconomowoc	13,846
Lumber Inn, Delafield	13,837
Asiana, Pewaukee	13,337
Olive Garden, Delafield	12,285
Casa Tequila, Pewaukee	11,926
Zin Uncommon, Delafield	11,734

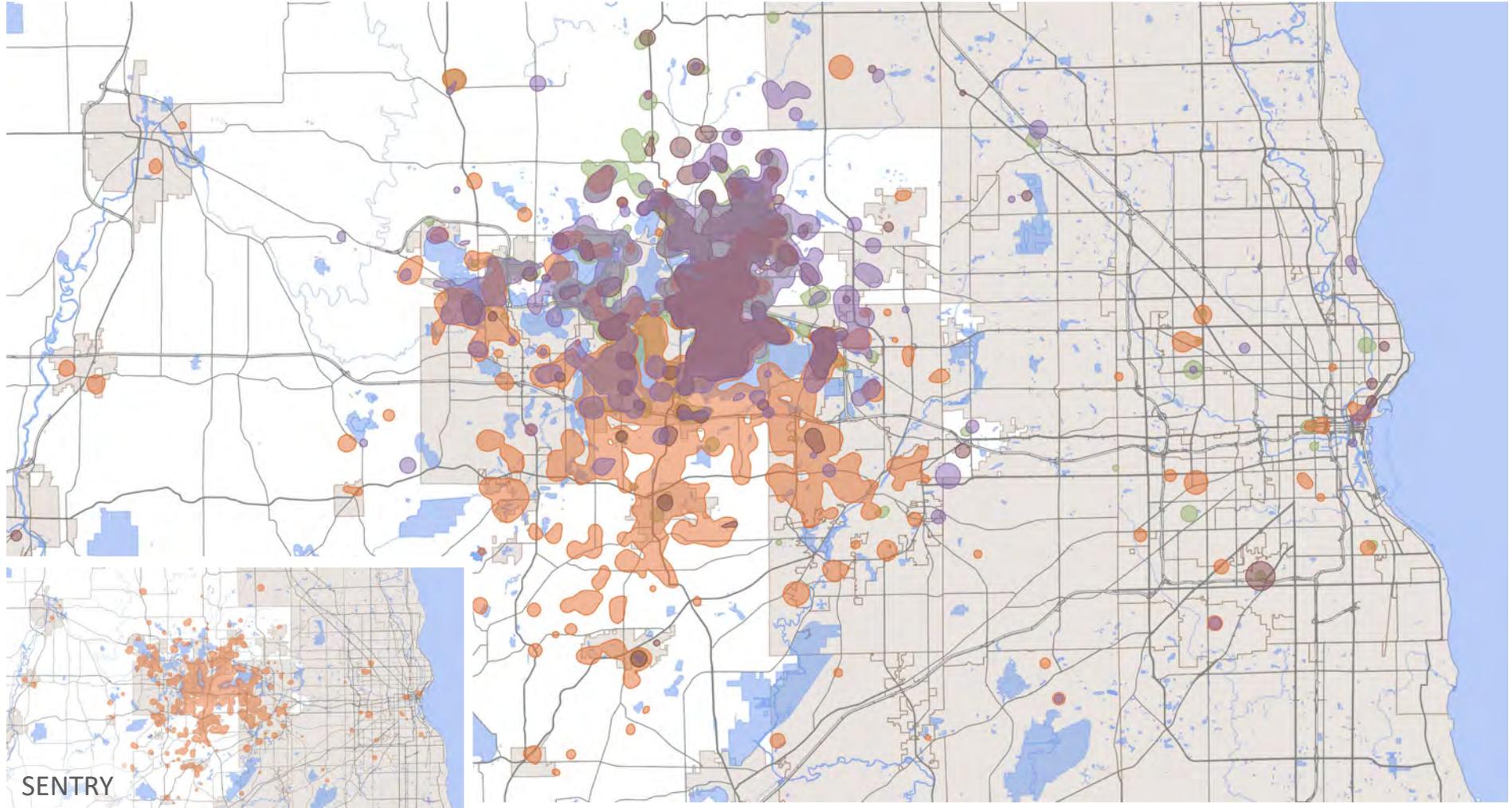
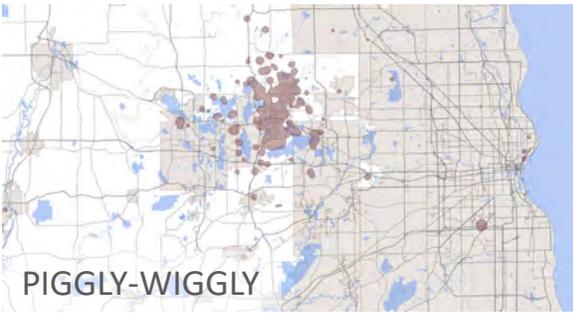
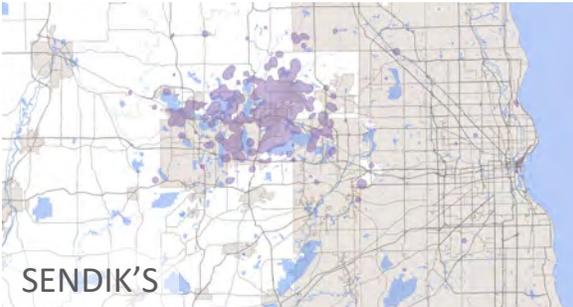
NEIGHBORHOOD RETAIL

Stores are mostly capturing – and capture most – customers within a 15-minute drive.



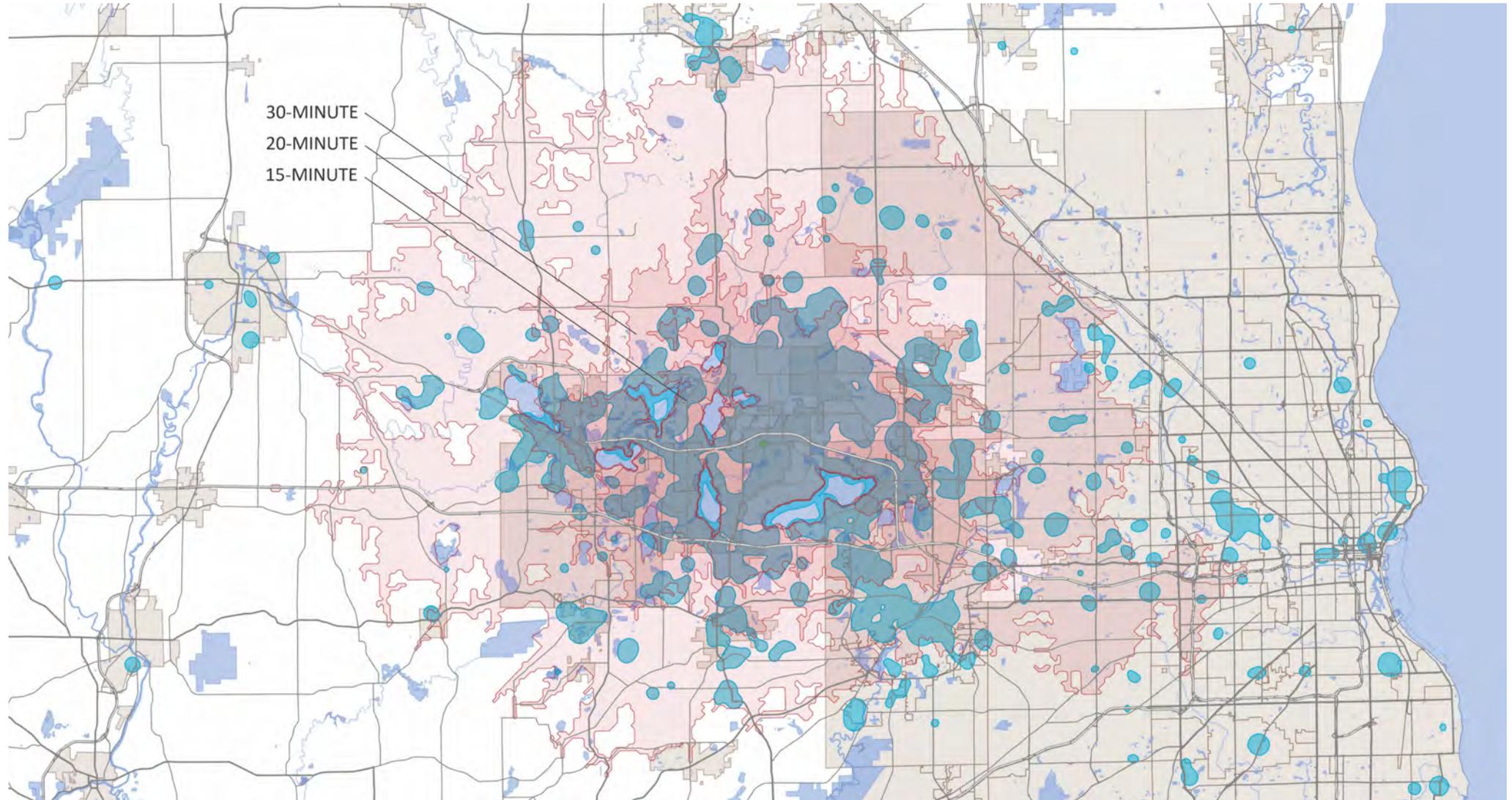
GROCERY STORES

Trade areas (80% of customers) for grocery stores in or near the village overlap.



DOWNTOWN HARTLAND

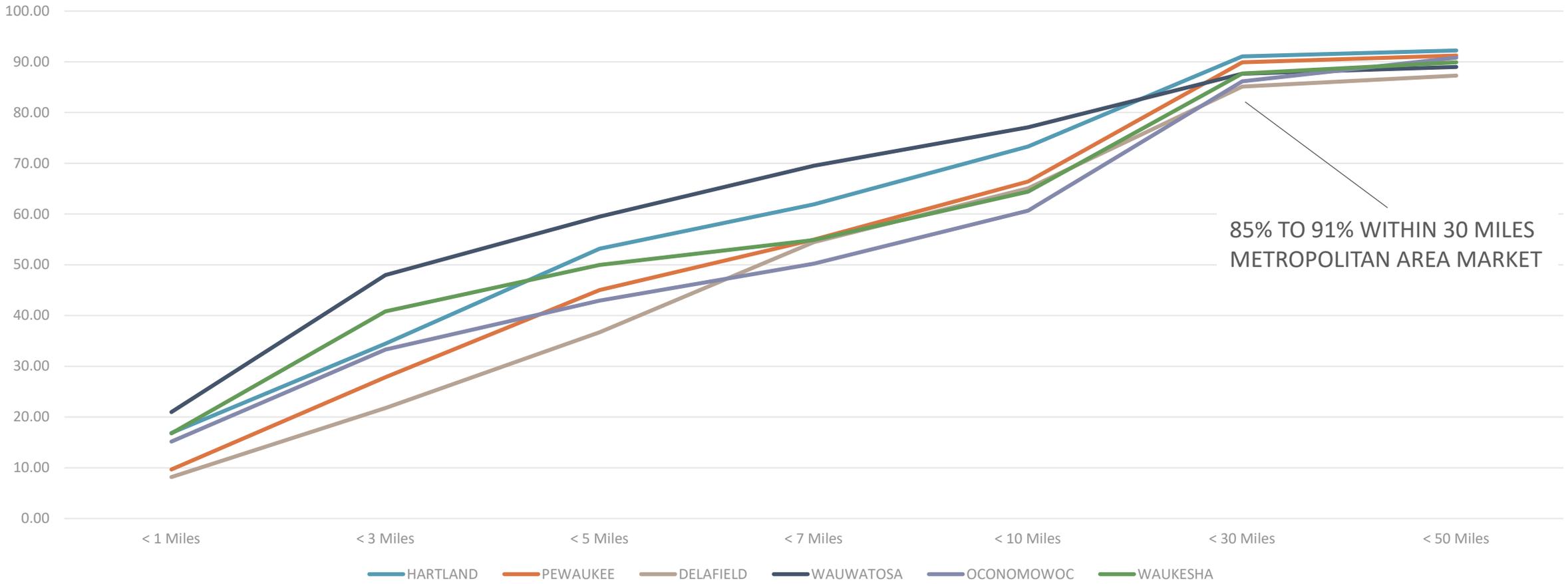
A trade area for downtown Hartland is not easily defined by a drive time.





DOWNTOWN DRAWING POWER

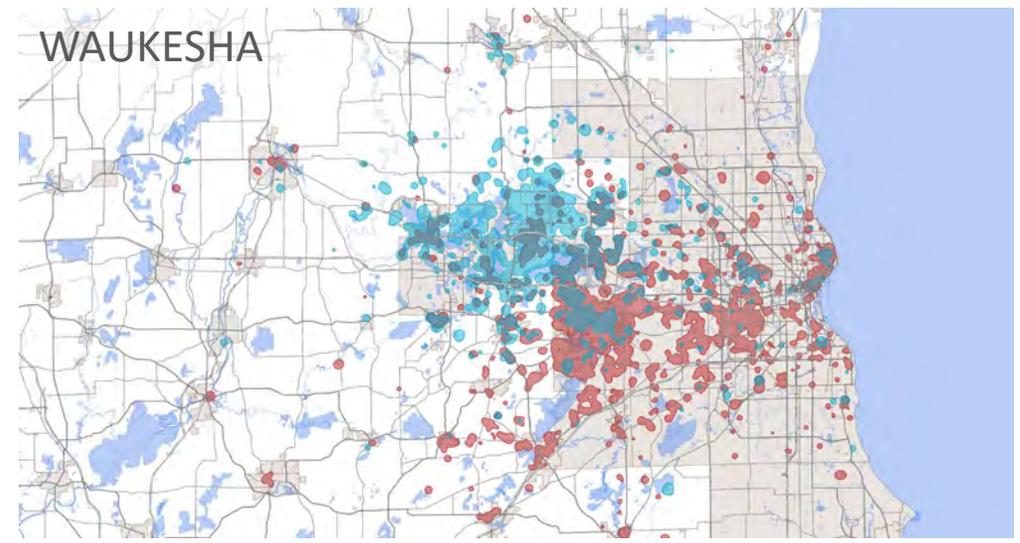
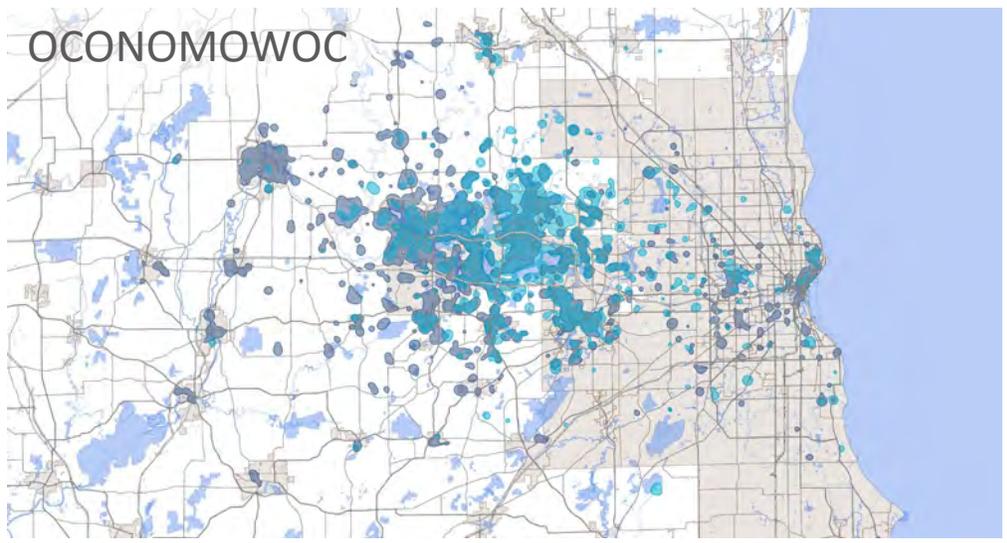
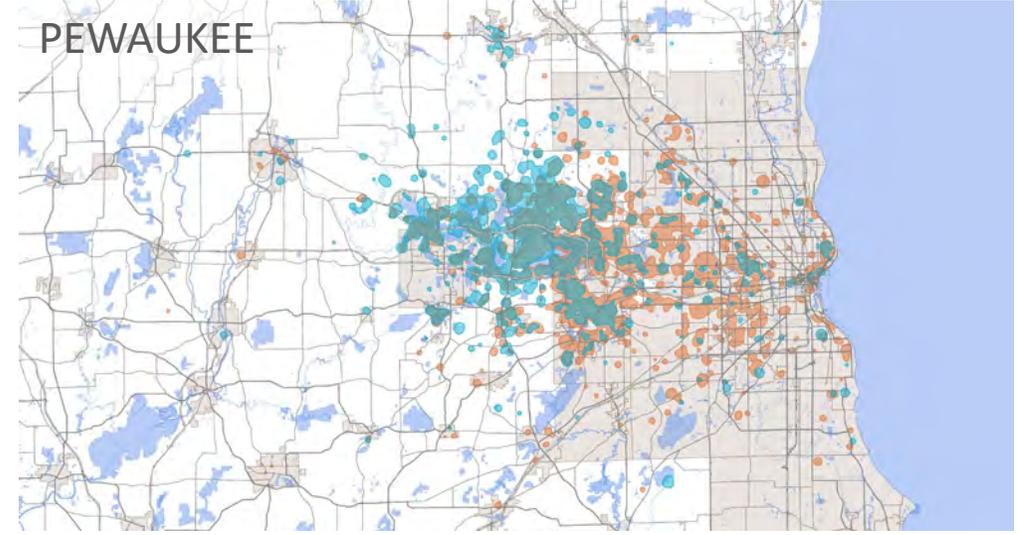
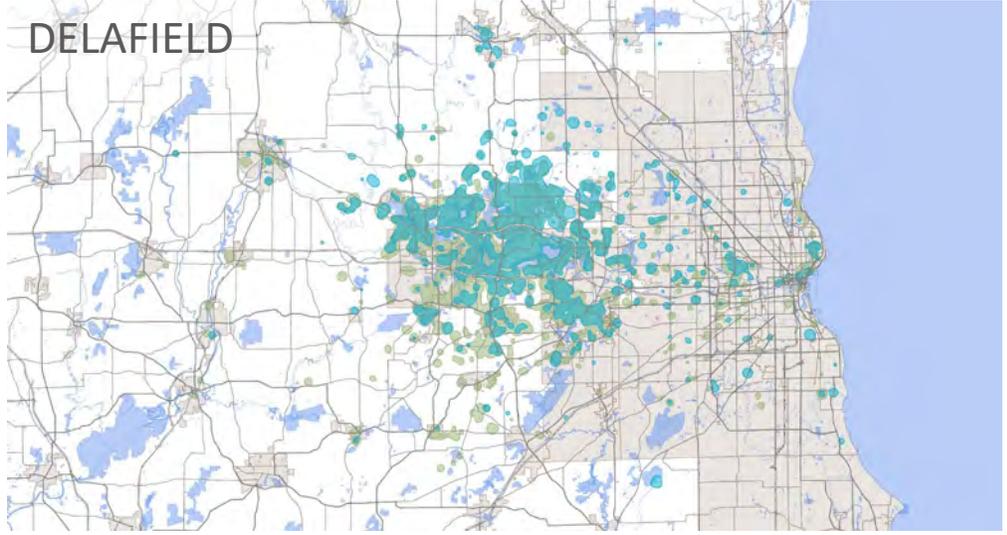
Percentage of customers from within a given distance of the downtown area.



85% TO 91% WITHIN 30 MILES METROPOLITAN AREA MARKET

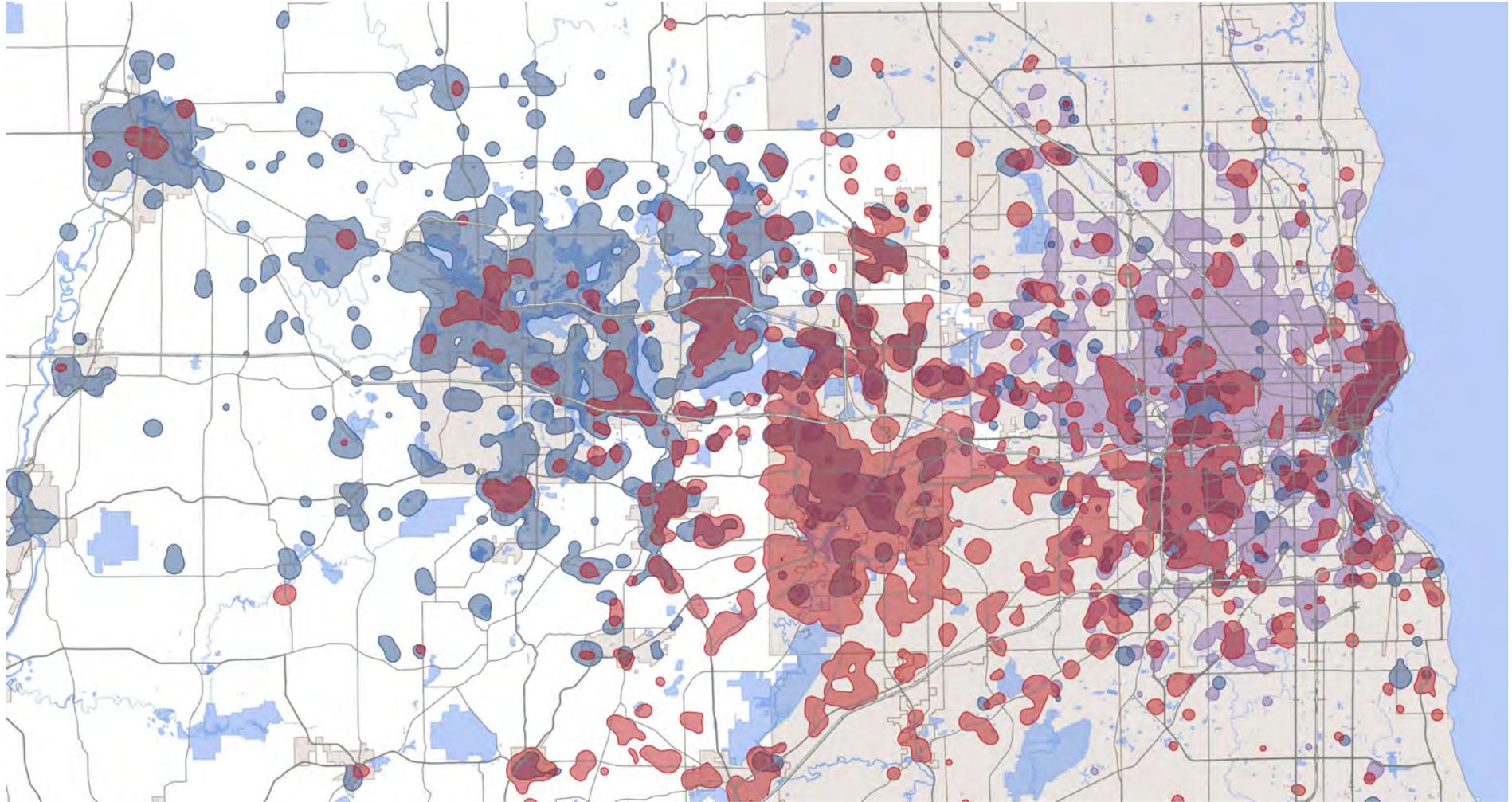
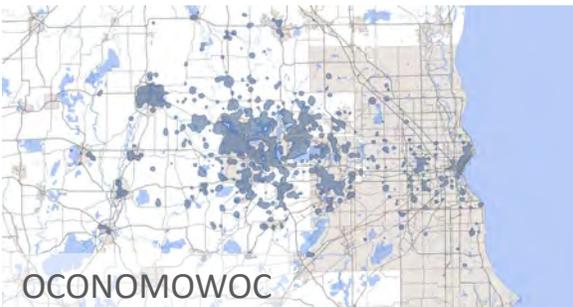
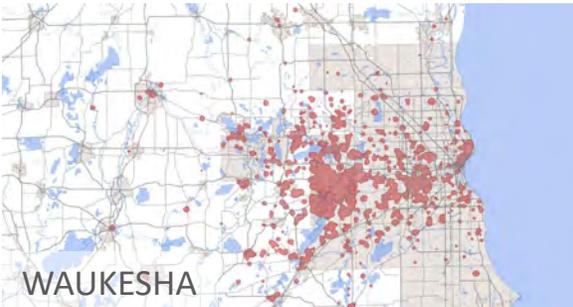
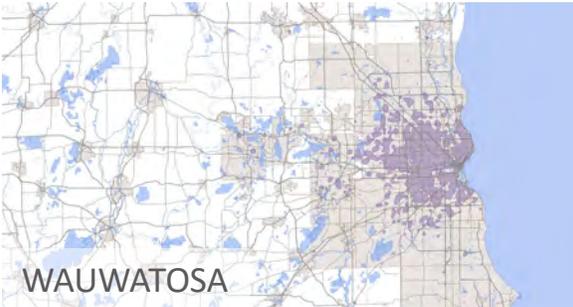
DOWNTOWN DISTRICTS

Trade areas for Hartland and Delafield considerably overlap; others to a lesser extent.



DOWNTOWN DISTRICTS

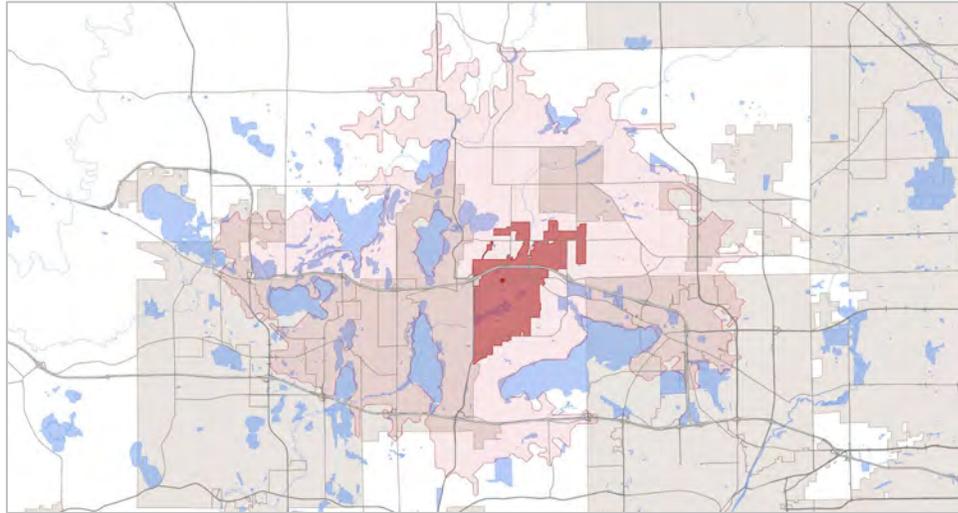
Wauwatosa, Waukesha, and Oconomowoc are the “big three” downtown districts.





MARKET DEMOGRAPHICS

A 15-minute drive time can be used to describe the core market for village businesses.

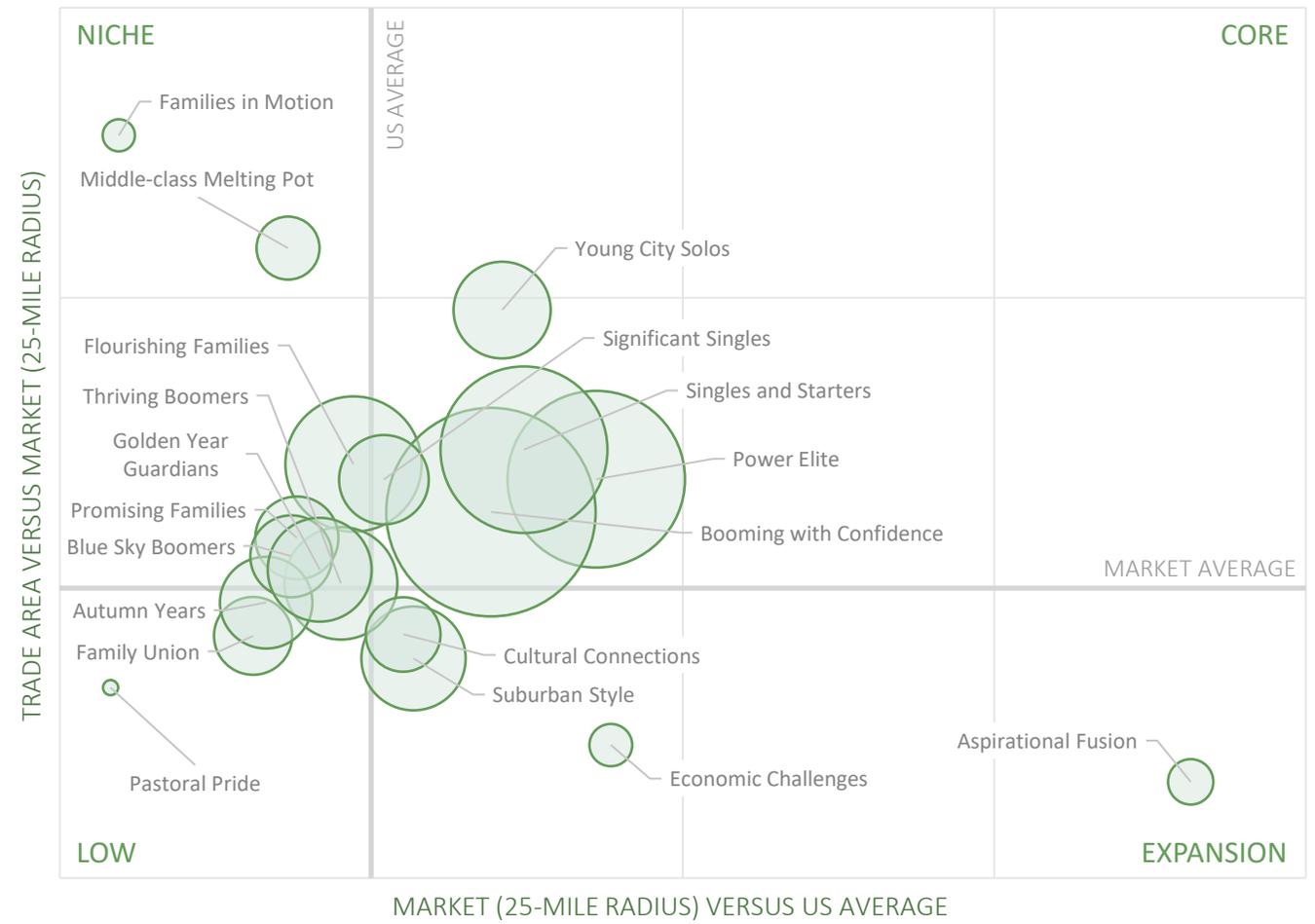


<u>DEMAND (000)</u>	<u>15-MINUTE</u>	<u>TRADE AREA</u>
TOTAL	\$8,658,560	\$25,056,100
APPAREL	83,739	283,994
COMPUTER	7,910	26,961
ENTERTAINMENT	129,198	422,880
FOOD (HOME)	209,564	708,162
RESTAURANTS, ETC.	147,803	505,145
HEALTH	22,623	74,024
HOUSEHOLD FFE	57,342	186,574
HOUSEHOLD OPS	45,770	144,853
TRANSPORTATION	235,782	797,871

<u>DEMOGRAPHIC</u>	<u>15-MINUTE</u>	<u>CAPTURED</u>	<u>TRADE AREA</u>
2022 POPULATION	63,110	58,116	258,415
2027 POPULATION	64,043	58,857	259,815
ANNUAL GROWTH RATE	0.29%	0.25%	0.11%
2022 HOUSEHOLDS	25,242	23,309	109,222
2027 HOUSEHOLDS	25,774	23,748	110,355
2022 MEDIAN HOUSEHOLD INCOME	\$110,082	\$109,320	\$82,802
2027 MEDIAN HOUSEHOLD INCOME	\$125,332	\$124,522	\$100,110
2022 MEDIAN AGE	44.2	44.0	38.4
2027 MEDIAN AGE	44.9	44.6	39.3
2022 RACE – WHITE ALONE	91.2%	91.2%	82.6%
2027 RACE – WHITE ALONE	90.3%	90.3%	81.2%
BACHELOR’S DEGREE OF HIGHER	53.8%	53.6%	49.5%
UNEMPLOYMENT RATE	1.7%	1.5%	2.1%
WEALTH INDEX	182	179	113
WHITE COLLAR	73.4%	73.3%	69.7%
SERVICES	10.6%	10.6%	13.4%
BLUE COLLAR	16.0%	16.1%	16.9%



MARKET SEGMENTATION





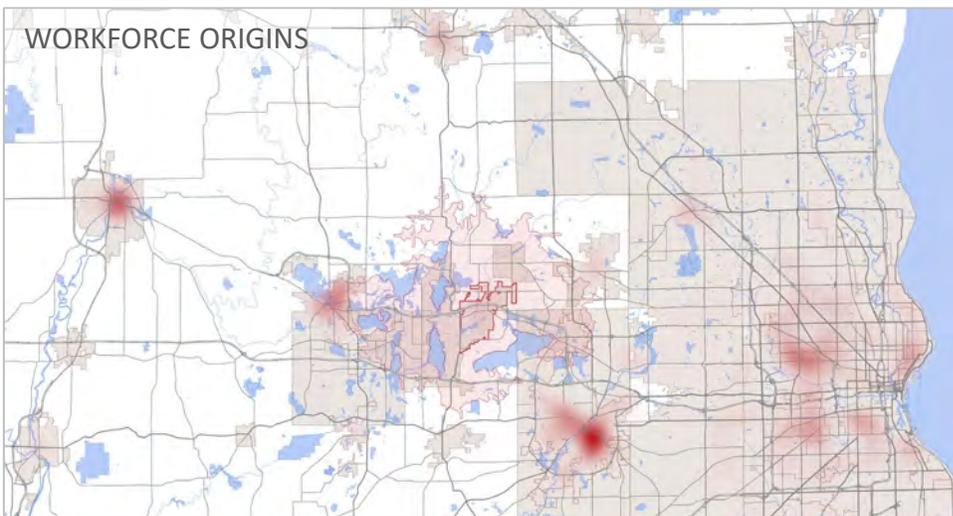
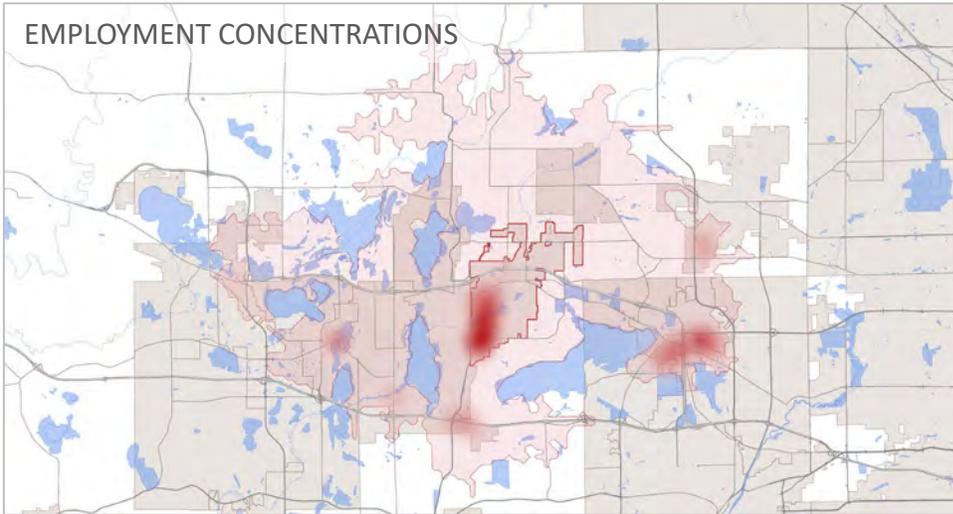
MARKET INDEX

Interests of the target market (100 = national average).

<u>ACTIVITY</u>	<u>INDEX</u>	<u>ACTIVITY</u>	<u>INDEX</u>	<u>ACTIVITY</u>	<u>INDEX</u>
Skiing (downhill)	128	Bowling	113	Karaoke	109
Tailgating	123	Frisbee	113	Listen to sports on radio	109
Ice skating	121	Birdwatching	113	Read a book	109
Fantasy sports league	121	Played board games	113	Flew drone	109
Canoeing or kayaking	120	Played chess	113	Furniture refinishing	109
Visited art gallery	120	Road biking	112	Aerobics	108
Yoga	119	Swimming	112	Mountain biking	108
Went to museum	119	Participated in book club	112	Walking for exercise	108
Jogging or running	118	Motorcycling	111	Went to beach	108
Tennis	118	Visited aquarium	111	Played billiards or pool	108
Attended rock music	118	Played cards	111	Indoor gardening	108
Attend live theater	117	Visited indoor water park	111	Camping	108
Backpacking	116	Pilates	110	Cooking	108
Boating (power)	116	Adult education course	110	Attended horse race	108
Golf	116	Baking	110	Played musical instrument	108
Went to bar/night club	116	Attended dance performance	110	Did painting or drawing	108
Hiking	115	Genealogy	110	Did photography	108
Attend sports event	115	Attended classical music/opera	110	Member of fraternal order	107
Ping pong	114	Attended country music	110	Went to movie theater	106
Weight-lifting	114	Dined out	109	Basketball	105
Went to zoo	114	Rock climbing	109		

WORKFORCE AS A MARKET

The area attracts many kinds of of routine daytime visitors – workers, students, etc.



DAYTIME FOOT TRAFFIC

14,466,200 annual visits
 62,519 unique/routine visitors
 231 average annual visits
 \$65,622 median HH income
 31.4% over \$100,000 annual
 36.3 median age

WORKFORCE

25,815 primary jobs (2019)
 15,390 primary jobs (2009)
 48.5% earn \$3,333+ / month
 4,078 manufacturing
 2,774 retail trade
 2,446 education
 2,141 health care / social

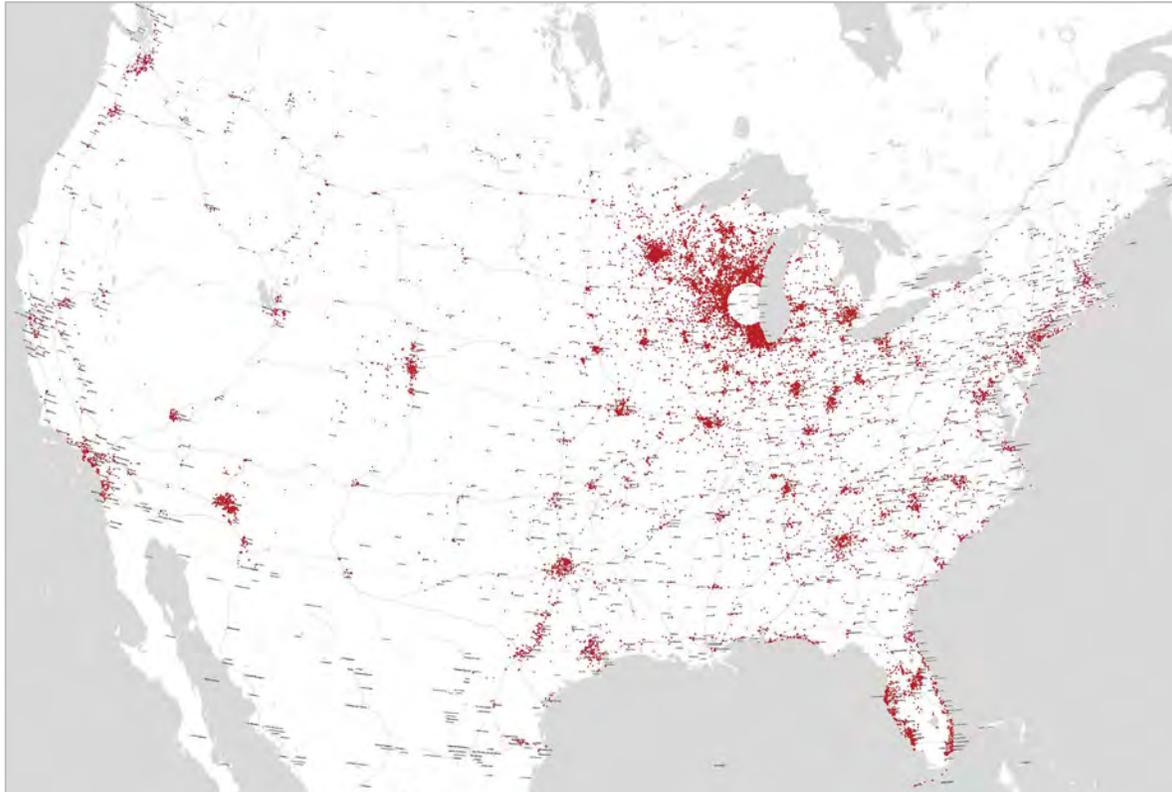
RESTAURANT

ANNUAL VISITS

Culver's, Hartland	12,179
Noodles & Company, Delafield	11,089
Chick-fil-A, Delafield	10,373
Chick-fil-A, Pewaukee	10,242
Panera Bread, Delafield	10,146
BelAir Cantina, Brookfield	9,321
Buffalo Wild Wings, Pewaukee	9,285
Water Street Brewery, Delafield	9,073
Fiesta Cancun, Oconomowoc	8,734
Culver's, Oconomowoc	8,262
Olive Garden, Brookfield	8,016
The Roots Cafe, Oconomowoc	7,749

TRAVEL MARKET

The travel market can be a source of additional sales for Hartland businesses.



4,896,500 annual visits originating at least 50 miles away
 869,600 unique visitors
 6.26 average visits

AVERAGE NIGHTLY VISITORS	NUMBER	PERCENT	INDEX
Leisure Travelers Staying at Hotels	465	(27.3%)	75
Leisure Travelers Staying with Family/Friends	640	(37.5%)	119
Domestic Business Travelers	332	(19.5%)	143
Leisure Travelers Staying at 2nd Home/Rental	199	(11.7%)	119
Leisure Travelers Camping	59	(3.5%)	91
Foreign Business Travelers	10	(0.6%)	83
TOTAL	1,705		





DOWNTOWN VISITS

Weekly foot traffic – only Hartland lacks a “summer bump”.

HARTLAND
719,100

PEWAUKEE
974,700

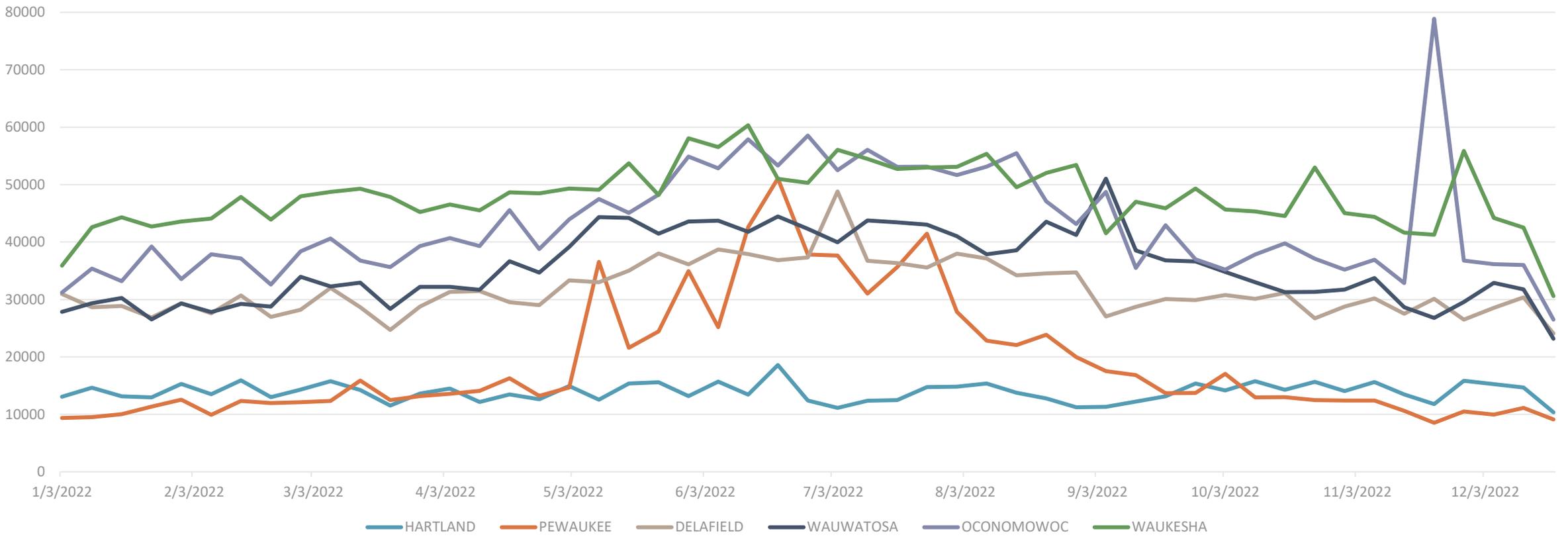
DELAFIELD
1,653,600

WAUWATOSA
1,849,600

OCONOMOWOC
2,238,500

WAUKESHA
2,494,400

2022 WEEKLY VISITS

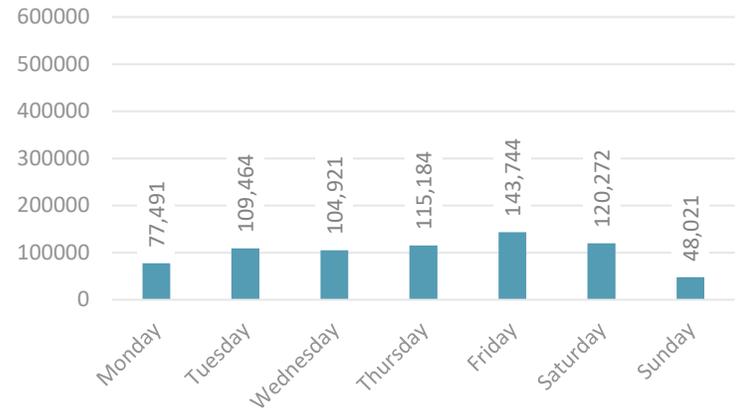




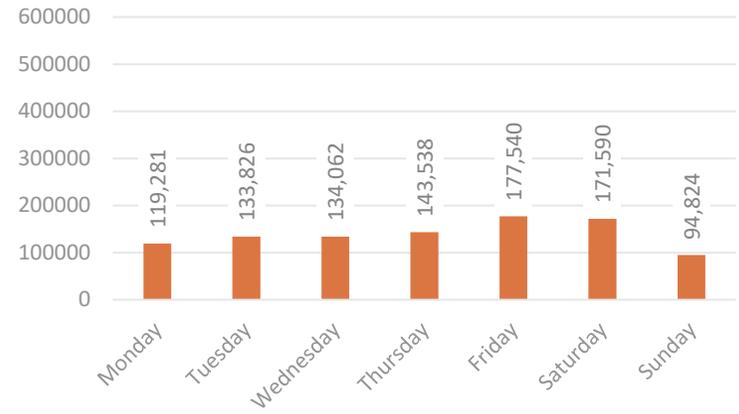
VISITS BY DAY OF WEEK

Downtown Hartland has a poor mid-week and Saturday.

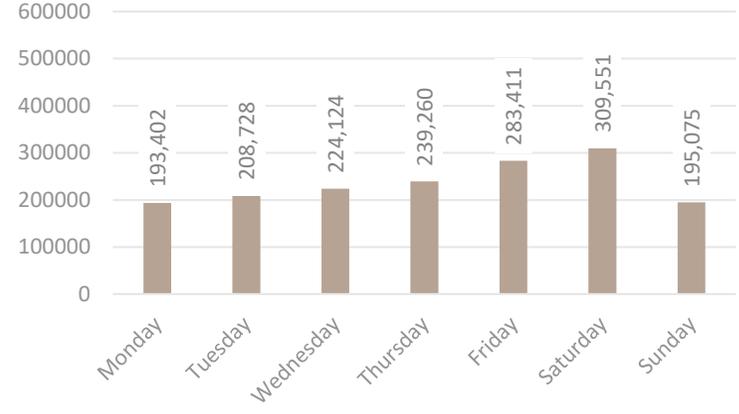
HARTLAND



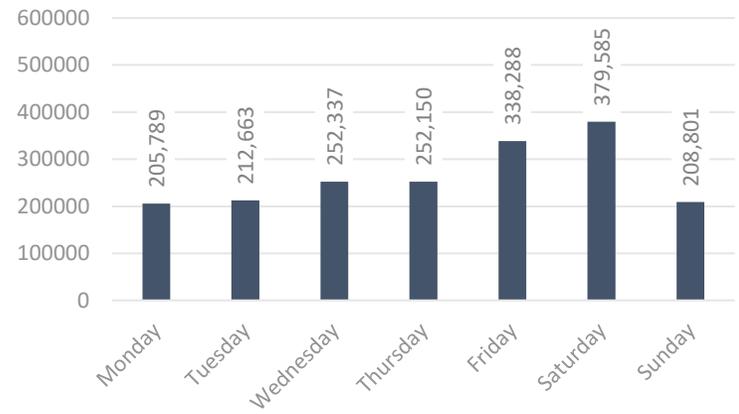
PEWAUKEE



DELAFIELD



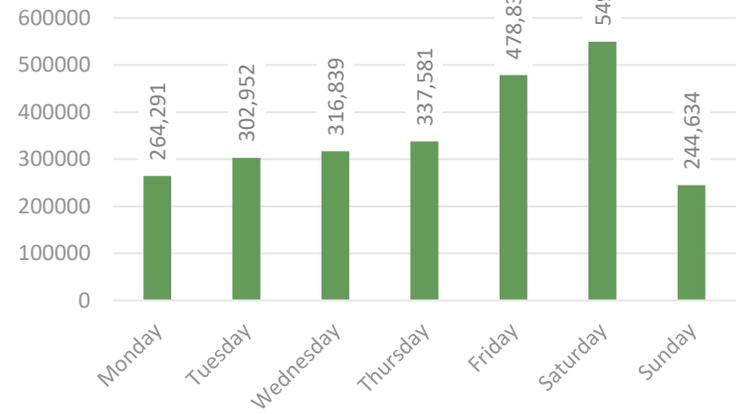
WAUWATOSA



OCONOMOWOC



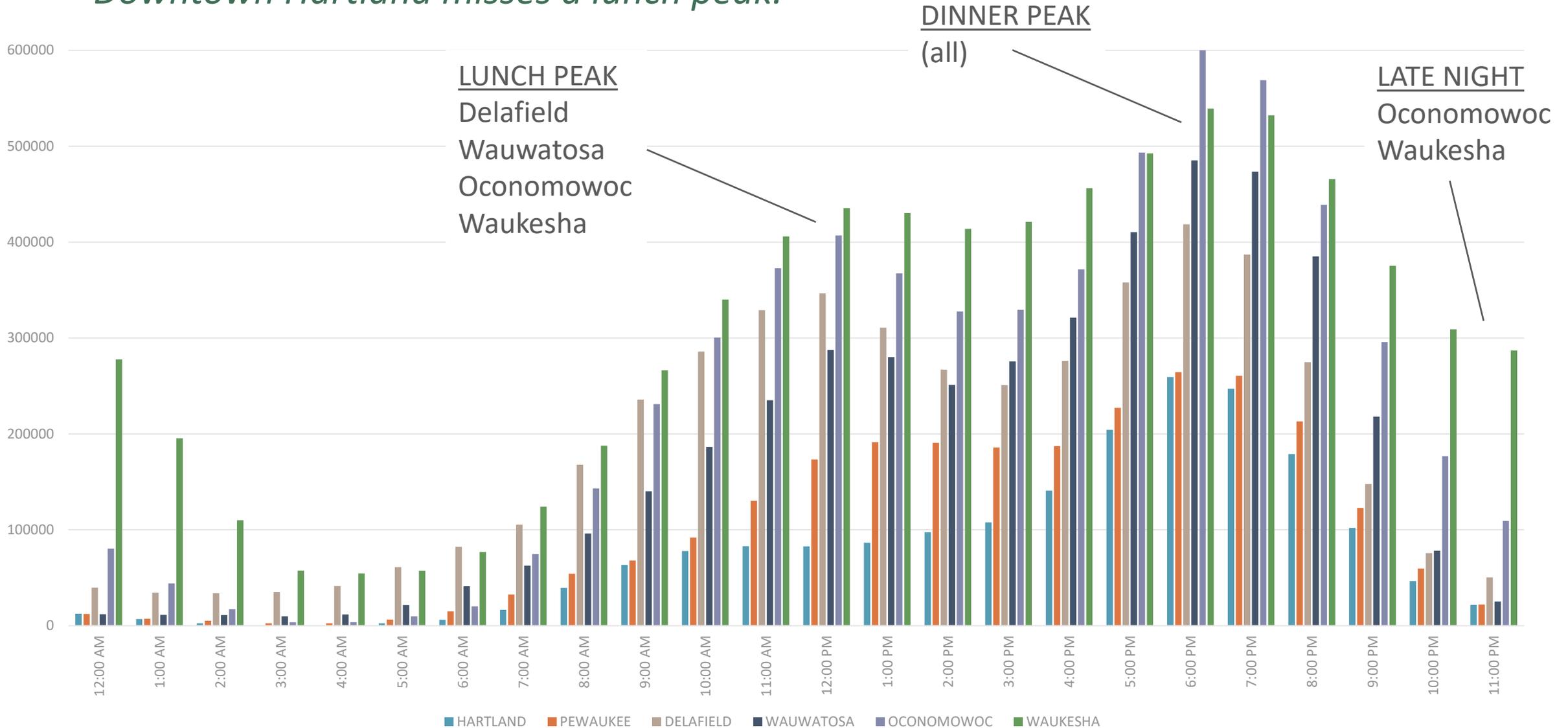
WAUKESHA





VISITS BY HOUR OF DAY

Downtown Hartland misses a lunch peak.





SIGNIFICANT FINDINGS

Hartland is an attractive commercial market with growth and expansion opportunities.

The area is largely built-out with competing commercial centers surrounding Hartland. Opportunities hinge on competing more effectively for an existing market.

Transportation / visibility is a concern – exits from Highway 16; Interstate 94 corridor to the south.

Need to be aware of new development in outlying areas as future competition.

Both downtown and most commercial businesses in the community are performing well.

Mid- to upscale market demographics are attractive for neighborhood and destination commercial.

The neighborhood market is defined by a 15-minute drive and downtown by the metropolitan area.

There are missed opportunities to capture the daytime population and regional visitors.

Hartland is alone in not having any lunchtime increase in foot traffic.

Hartland has a weak Saturday, which is the peak night in most downtown districts.

Key market segments for downtown Hartland still have many untapped consumers.

There are locations that can support new development and redevelopment in Hartland.



RECOMMENDATIONS

Most new sales will result from effective competition rather than population growth.

1. Target the selected market segments that the downtown is currently attracting (or missing).
 - a. Singles and childless couples, mid- to upper-income, well-educated, professional/white collar.
 - b. White collar workers in Hartland and the surrounding area.
 - c. Social media, affinity marketing, cross-promotion
2. Focus on maximizing sales from existing businesses and space.
 - a. Adjust business strategies, promotions, and marketing to build traffic at lunch, Saturday, and other key times.
 - b. Implement new marketing and events for targeted market segments.
3. Build-out the village's commercial areas to attract more customers.
 - a. Promote infill and redevelopment to build a critical mass of businesses that bring new customers.
 - b. Develop signage and infrastructure to support additional businesses and foot traffic.
 - c. Prospect for businesses consistent with the character of those already in the community.

SITE 1 – HARTBROOK DRIVE

There is an opportunity for new construction at viable locations.



SITE 2 – HIGHWAY 83 & CAPITOL

There is an opportunity for new construction at viable locations.

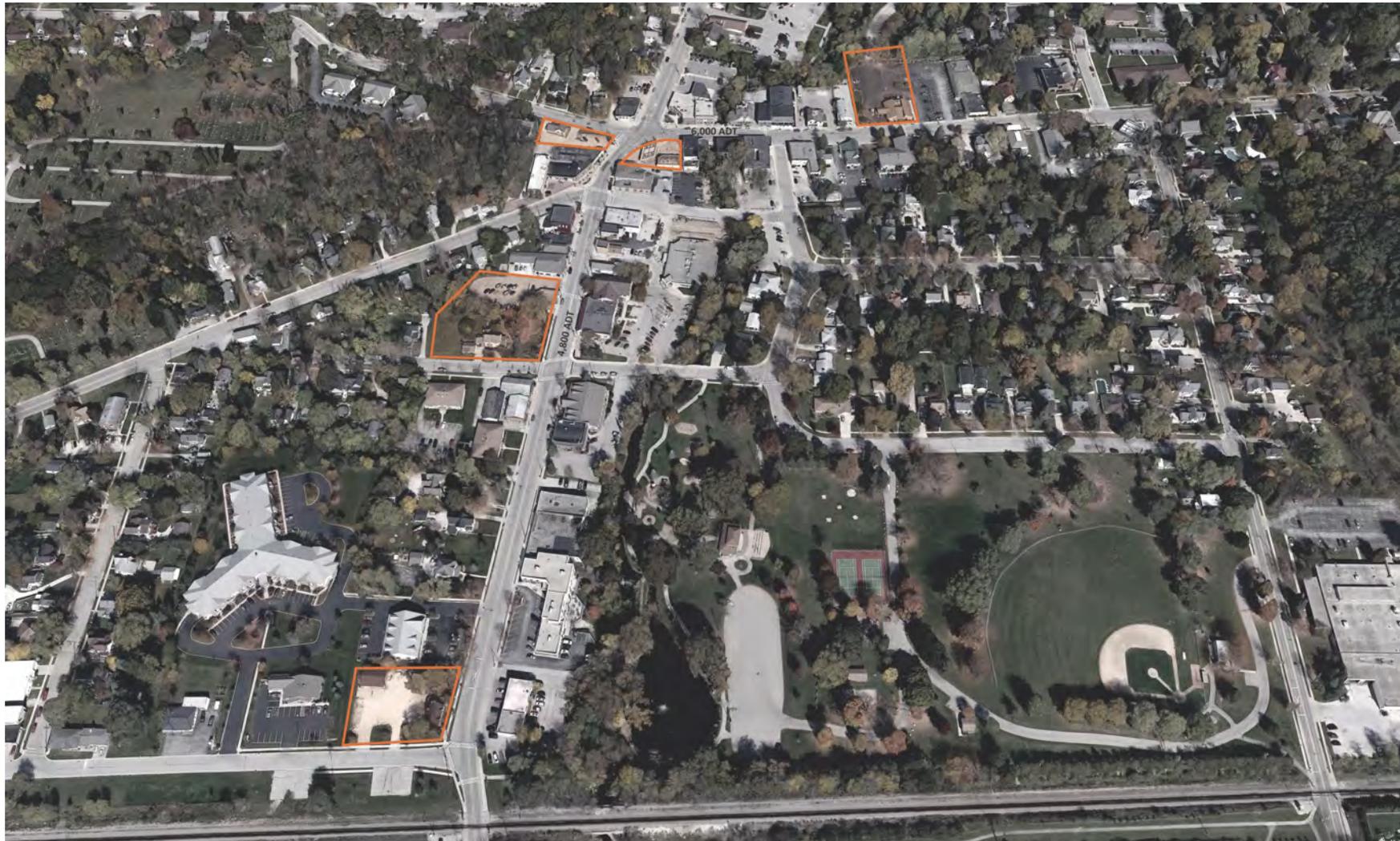


There is an opportunity for new construction at viable locations.



SITE 4 – DOWNTOWN

There is an opportunity for new construction at viable locations.



From: Hartland BID <bid@downtownhartland.com>
Sent: Tuesday, May 16, 2023 8:45 AM
To: Ryan Bailey <ryanb@villageofhartland.wi.gov>
Subject: New Board Member

Good morning,

At our meeting today we voted to appoint Bob Wisniewski of Avalon graphics to fill the remainder of Jeff Pfannerstill's term ending in 2024. If the Village Board could confirm this at their next meeting, I would appreciate it. Please let me know if you need any further information.

Thank you,

Kristyn Smith
BID Director
Hartland Business Improvement District
135 Cottonwood Ave, Hartland WI 53029
Office: 262-367-6560
Cell: 262-366-2345
bid@downtownhartland.com

MEMO

TO: Village Board

FROM: Peter Gesch, P.E. – R/M
Dave Felkner – DPW

DATE: May 17, 2023

SUBJECT: Hartbrook Park Pedestrian Bridge

EXECUTIVE SUMMARY:

In 2021, during the 2022-2023 CIP Budgeting process, it was determined that the Hartbrook Park Pedestrian Bridge needed replacement. When the Village and Ruekert & Mielke, Inc. (R/M) first started planning for this project, the Village received an initial quote from Wheeler, the bridge designer and manufacturer, to assist with the budgeting process. The quote and the concept at the time were very preliminary and did not include a longer span for the bridge. The Wheeler quote and concept for the bridge replacement was used to develop a basic cost estimate for budgeting purposes; that value was \$190,000, which was put in the CIP for 2022-2023.

In late 2022, the project area was further evaluated, and it was determined that a longer span for the bridge would eliminate very stringent Wisconsin DNR and United States Army Corps of Engineers regulations for working within the banks of the Bark River for new abutments. The 2023 budget was being finalized at that time and the CIP budget number was bumped up to \$205,000, inclusive of engineering and construction costs. Soils were also still being evaluated for the bridge abutments.

After the 2023 budget was finalized, the soils investigation was finalized and provided to Wheeler for an updated quote for the bridge structure and abutments. The quote from Wheeler for the design and manufacturing of the bridge and the design of the abutments came back higher than what was originally anticipated due to the longer bridge span, poor soils, and the increase in material and labor costs over the last year or so.

As R/M and Wheeler worked through the design of the project, the extent of grading and path replacement to meet ADA design parameters added additional cost than what was originally anticipated. Additionally, there were added design costs for Wisconsin DNR permitting including significant hydraulic modeling for the grading/filling that needed to occur in the floodplain. The nature of the soils required the abutment designs to include three, 30-foot deep, cast-in-place concrete driven piles for each abutment to support the bridge. Access constraints require that most of the abutment and bridge work can only be

done from the east side of the river. These access constraints on the west side of the river combined with the amount of work that needs to be done on the west side of the river is a large contributor to the increase in construction costs; an unknown at the time of budgeting. It is likely that the pathway on the west side of the river will need to be replaced all the way back to North Avenue, which was included in the project bid and not originally anticipated.

Due to time constraints, material leads, and permitting needs, the best path forward was to proceed with releasing the bridge to fabrication, prior to bidding out the rest of the project. The bridge structure has been built. The site conditions and permitting complexity have resulted in this project being substantially over the \$205,000 CIP budget, as noted below.

COST SUMMARY:

CIP Budget: \$205,000

Wheeler: \$71,651 (design and bridge fabrication)

R/M: \$65,450 (design, permitting, modeling, bidding, construction administration)

Construction Cost (low bid): \$294,936.64

Total with Engineering: \$432,037.64

Total over budget: \$227,037.64

RECOMMENDATION:

R/M's recommendation of award is attached to this memo.

May 17, 2023

Mr. Dave Felkner
Director of Public Works
Village of Hartland
210 Cottonwood Avenue
Hartland, Wisconsin 53029

RE: Hartbrook Park Pedestrian Bridge

Dear Mr. Felkner:

Bids for the above project were opened on May 11, 2023 at 10:00 a.m. at the Village Hall and were as follows:

	BIDDER	BASE BID
1.	<u>Zenith Tech, Inc.</u>	<u>\$294,936.64</u>
2.	<u>Janke General Contractors, Inc.</u>	<u>\$312,590.00</u>
3.	<u>C.W. Purperero, Inc.</u>	<u>\$340,610.00</u>

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

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

On these bases, we recommend that Zenith Tech, Inc. be awarded the Hartbrook Park Pedestrian Bridge contract in the amount of \$294,936.64. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary.

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

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

Bids remain subject to acceptance until July 10, 2023, unless Bidder agrees to an extension. Please advise us of your award decision or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.



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

PWG:sjs

Encl: Notice of Award
Bid Tabulation

cc: Ryan T. Amtmann, P.E., Ruekert & Mielke, Inc.

NOTICE OF AWARD

	Date of Issuance:	_____
Contract: Hartbrook Park Pedestrian Bridge	Owner:	Village of Hartland
Bidder: Zenith Tech, Inc.	Engineer:	Ruekert & Mielke, Inc.
Address: N3 W23673 Bluemound Road Waukesha, WI 53187	Engineer's Project No.:	09-10075.240

TO BIDDER:

You are notified that your Bid dated May 11, 2023 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Hartbrook Park Pedestrian Bridge

The Contract Price of your Contract is: \$294,936.64

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

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

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

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

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

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

Owner:	VILLAGE OF HARTLAND _____
Signature:	_____ Authorized Signature
Title:	_____
Date:	_____

COST COMPARISON OF BIDDERS

OWNER: Village of Hartland
PROJECT: Hartbrook Park Pedestrian Bridge
BID OPENING DATE: May 11, 2023

BASE BID				Zenith Tech, Inc.		Janke General Contractors, Inc.		C.W. Purpero, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Signage, barricades & fencing	L.S.	1	\$5,700.00	\$5,700.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
2	Silt fence	L.F.	300	\$2.00	\$600.00	\$3.50	\$1,050.00	\$5.50	\$1,650.00
3	Sediment logs	L.F.	70	\$6.50	\$455.00	\$10.00	\$700.00	\$10.00	\$700.00
4	Timber mats & crane staging area	L.S.	1	\$1.00	\$1.00	\$28,000.00	\$28,000.00	\$42,700.00	\$42,700.00
5	Remove existing bridge structure	EA.	1	\$12,000.00	\$12,000.00	\$43,000.00	\$43,000.00	\$8,000.00	\$8,000.00
6	Remove existing abutments and pilings	EA.	2	\$12,000.00	\$24,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$8,000.00
7	Remove existing path	S.Y.	280	\$29.10	\$8,148.00	\$7.00	\$1,960.00	\$10.00	\$2,800.00
8	Site grading	L.S.	1	\$41,843.54	\$41,843.54	\$8,400.00	\$8,400.00	\$25,000.00	\$25,000.00
9	Dewatering	L.S.	1	\$1.00	\$1.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00
10	Concrete abutments with wingwalls	EA.	2	\$55,000.00	\$110,000.00	\$65,000.00	\$130,000.00	\$64,000.00	\$128,000.00
11	Install bridge structure	EA.	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00
12	Crushed aggregate base course	TON	250	\$33.02	\$8,255.00	\$27.00	\$6,750.00	\$67.00	\$16,750.00
13	3-inch Multi-use trail	S.Y.	275	\$53.50	\$14,712.50	\$54.00	\$14,850.00	\$52.00	\$14,300.00
14	Topsoil & hydroseed	S.Y.	700	\$10.50	\$7,350.00	\$8.00	\$5,600.00	\$26.00	\$18,200.00
15	Construction staking	L.S.	1	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00
16	Additional 3-inch multi-use trail repair, if needed	S.Y.	750	\$53.50	\$40,125.00	\$60.00	\$45,000.00	\$43.00	\$32,250.00
17	Additional crushed aggregate base course, if needed	TON	280	\$33.02	\$9,245.60	\$26.00	\$7,280.00	\$67.00	\$18,760.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 17)							\$312,590.00		\$340,610.00



Village of Hartland

Administration

210 Cottonwood Ave, Hartland, WI 53029

www.villageofhartland.com

Committee: Village Board	Date: 5/16/23
Village Board Item Number:	Date: 5/16/23
Submitted By: Chief Jambretz	
Subject: Sale of equipment.	

Details : We request to sell our 2003 Ford F-350 Rapid response vehicle which is no longer in use at HFD. We would then use the proceeds from this sale to finish the new Command vehicle with Lights siren radio and command cabinet.

Financial Remarks: The money made on this equipment would go to outfitting the new command vehicle with radios and other electronics and a pullout for the back which would be a command cabinet..

Options & Alternatives: No other options

Executive Recommendation: Sell the equipment on one of the auction sites.