

**\*AMENDED VILLAGE BOARD AGENDA  
MONDAY, FEBRUARY 27, 2023  
6:30 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

Call to Order

Roll Call

Pledge of Allegiance – Trustee DeBoer

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. Comments from Municipal Judge Timothy Kay regarding the Lake Country Municipal Court.
2. Consideration of Village Board minutes of February 13, 2023 and Special Village Board minutes of February 15, 2023.
3. Consideration of items related to vouchers.
  - a. Consideration of vouchers for payment in the amount of \$359,292.86.
4. Actions related to Licenses and Permits
  - a. Consideration of Operator's (Bartender) Licenses
  - b. Consideration of Operator's (Bartender) License – Previously Approved
  - c. Consideration of an application for a Class "A" Beer License for the premises located at 700 Hartbrook Drive (Colburn's Car Wash, Brian Colburn, Agent)
    - i. **Public Hearing** to receive comment on the liquor retailer's license application.
    - ii. Consideration of an action related to issuance of a Class "A" Beer License for Colburn's Car Wash.
  - d. Consideration of a Temporary Operator's License
  - e. Consideration of a Restricted Species Permit
5. Second Reading of Bill for an Ordinance 02-13-2023 "An Ordinance to Amend the Village of Hartland Municipal Code Pertaining to Signs" and recommend to table second reading for Village Attorney review.

Item referred from the February 6, 2023 Park & Recreation Board meeting

6. Discussion and consideration of a Special Events Permit for Hartland Kids Day, Lake Country Family Fun on July 26, 2023.

Other Items for Consideration

7. Presentation of Hartland Police Department Annual Report.

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8. Discussion and consideration of a Memorandum of Understanding (MOU) between Waukesha County Department of Health and Human Services (HHS) – Aging and Disability Resource Center Adult Protective Services (APS) Unit and the Hartland Police Department.
9. Discussion and consideration of a Budget Amendment for 2022.
10. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.
11. 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 893 6612 5645.

Or participate online:

<https://us02web.zoom.us/j/89366125645?pwd=Y3pvTmdtNHJZRklNemN4bFpMMTkWUT09>



## LAKE COUNTRY MUNICIPAL COURT

630 E. Wisconsin Avenue  
Oconomowoc, WI 53066  
Tel: 262-569-0920

Clerk Theresa Berlin  
clerk@lcmunict.org

Deputy Clerk Tracy Dricken  
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

[www.lcmunict.com](http://www.lcmunict.com)

January 9, 2023

TO: MAYOR, CHAIRS, PRESIDENTS and  
LAKE COUNTRY MUNICIPAL COURT MUNICIPALITIES

Re: LAKE COUNTRY MUNICIPAL COURT  
ANNUAL STATE OF THE COURT 2022

Dear Sir / Madam:

Please accept this letter as the Annual "State of the Court" for our Lake Country Municipal Court 2022 Year in Review. Lake Country Municipal Court consists of twenty (20) member municipalities and is the largest Joint Municipal Court in the State.

As always, my court clerk and staff will be contacting each municipality to determine whether your municipality would like myself to appear before your respective Board, and provide further information in addition to this annual update. I enjoy the opportunity to appear before your Board. I would appreciate if your Clerk could contact my Chief Clerk, Terri Berlin, at 262 569 0920, or my office staff, Kit or Shannon, at 262-784-7110 in order to schedule an appearance.

Please feel free to re-print copies of this Annual State of the Court Report and provide copies to your Trustees, Supervisors or Alderman.

### 1. LCMC BUDGET.

For the year 2022, we collected \$2,216,070.92 in fines. Of those funds \$1,133,786.80 was returned to the local municipality. The Court retained \$399,417.90 for its operating expenses, Jefferson County received \$9,114.24, Waukesha County received \$143,156.59, and the State of Wisconsin received \$530,595.53.

***Honorable Timothy T. Kay proudly serving the following municipalities:***

*City of Oconomowoc, Town of Delafield, Town of Erin, Town of Ixonia, Town of Lisbon, Town of Merton,  
Town of Oconomowoc, Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman,  
Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,  
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

The Budget was approved at the Annual Administrative Committee meeting on November 16, 2022. We ended up with an estimated revenue surplus of approximately \$50,151. In addition, expenditures were less than expected resulting in an overall surplus of \$79,363.77.

Firstly, this surplus is the result of an increase in caseload and increase in citations issued by all of the 20 municipal police departments.

Secondly, revenues were substantially increased due to our enrollment in the State Department of Collections (SDC) program. SDC is a division of the Wisconsin Department of Revenue and has the ability to conduct tax intercepts, checking account intercepts, and employment payroll intercepts. It has been reported that we have been able to collect past debts back to the inception of our Court, specifically 1988. It is expected by year end, we will have collected approximately over \$178,000 of old debt by participating in the SDC program.

As you recall, all of our court costs, including salaries, insurance, rent, etc. are covered by the Court's share of citation collections. See attached pie chart. Essentially the Court retains 27% of each citation collected to cover our expenses of the operations. The other majority of the funds are returned to your municipality. As a result, there will be no surcharge or cost imposed against member municipalities to participate in our Court. Therefore, your taxpayers will not be asked to subsidize our Lake Country Municipal Court.

## **2. NEW COURTHOUSE.**

This is the second full year in our new facilities. We have been settled-in and have completed all of the transitions with respect to computers, telephones, faxes, audio / visual connections, and furniture. The clerks have a wonderful workspace with room to grow. As I made you aware in past correspondence, we conduct our juvenile hearings out of the hearing of the public. Juvenile hearings are conducted in my office / chambers. We have a round conference table and adequate seating for the juveniles, their parents, court clerk, and prosecutors, as well as me in order to complete these hearings in a secure and private setting.

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### **3. BAILIFFS.**

We are very proud of our bailiffs and they do an excellent job overseeing the court operations and ensuring the staff's safety and the public's safety. They are City Officer Chief James Schyler, Deputy Corey Farrell, Waukesha County Capt. Michelle Loeffler, Detective Tim Whacker, and Officer Jim Fidlin. Officer Jerry Kleepin, who had been a city officer for some 25 years, has retired and we wish him the best of success in his retirement years.

### **4. COURT STAFF.**

Clerk Theresa Berlin has been our Clerk of Courts for the past year. We did retain Tracy Dricken as a part-time Deputy Clerk. Because of the expanding scope of duties and the extra effort to administer the SDC program, Clerk Tracy Dricken has been promoted to full-time status. We continue to have part-time Clerk Elaine Lynott and our newly hired part-time Clerk Haley Pfister. The clerks continue to cross-train in the event of sickness or vacation, and they work extremely well together to handle our large caseload and keep the Court running efficiently.

### **5. ADMINISTRATIVE.**

Former Chief Donald Wiemer continues to be our LCMC Administrator. He provides excellent guidance for our Court, the Administrative Committee, and the Operations Committee, and oversees the development of the budget.

I would also like to thank the Police Chiefs who participate in our monthly Operations Committee meeting. They are Chairperson Capt. Lisa Panas, Chief James Pfister, Chief Michael Hartert, Chief Torin Misko, and Chief Daniel R. Neumer. We meet monthly and double check expenses and budget items so that we are allowed to continue to operate in an efficient manner and to cover any unforeseen circumstances.

### **6. WEBSITE.**

We are updating our website and Clerk Pfister will be overseeing that project. Please look for the new design to be completed by late February or March of 2023. Once it is up and running, we

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would appreciate receiving any feedback from your clerks and department heads regarding any further suggested changes. We appreciate your input.

## 7. IN CONCLUSION.

We have an excellent reputation with law enforcement and with those citizens who appear before me, Judge Tim Kay.

I always enjoy drafting this Annual Update State of the Court Report and would like the opportunity to appear before your respective Boards. I would appreciate if you could have your Clerks distribute copies of this report and attachments to other elected officials, including aldermen, supervisors, and trustees, as well as police chiefs and police personnel.

This is my third term serving the Lake Country Municipal Community, consisting of 20 municipalities. There are over 100,000 people that reside within our Municipal Court region which spans over three counties: Waukesha, Jefferson, and Washington.

Thank you for your attention to this Letter Report. I look forward to meeting with your various Boards should you have any questions that you may have.

Very truly yours,

LAKE COUNTRY MUNICIPAL COURT



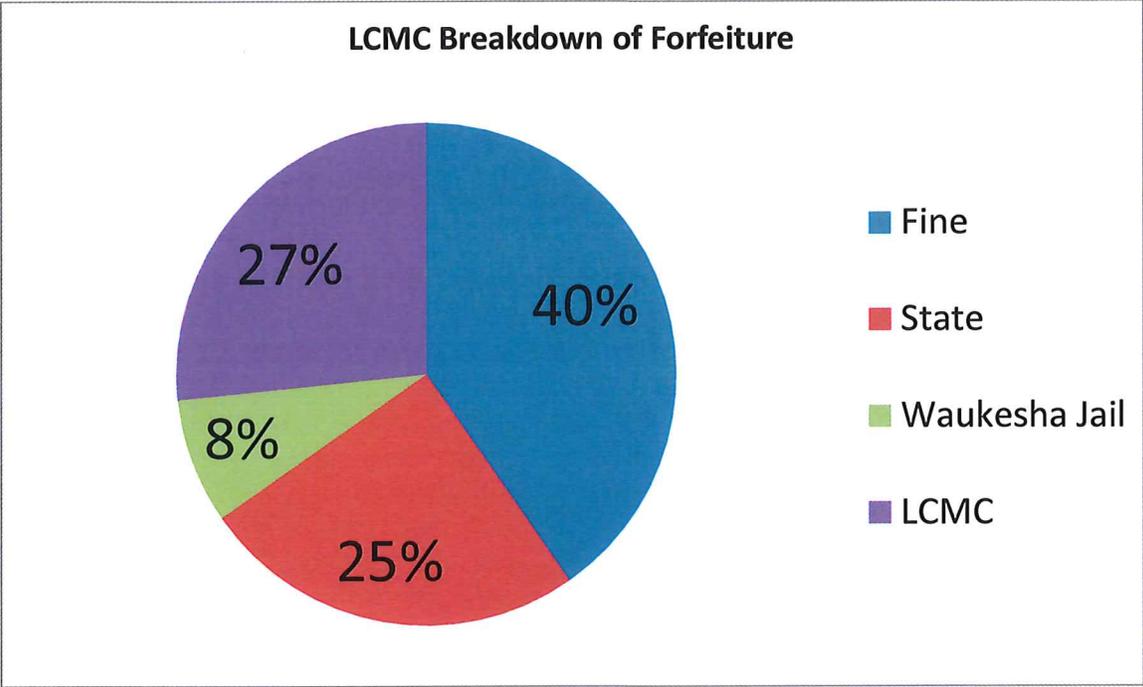
Hon. Timothy T. Kay  
Municipal Judge

TTK/kfa

Enc.

pc Clerk Theresa Berlin  
LCMC Chiefs and Administrators  
LCMC Municipal Clerks  
LCMC Prosecutors

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For example, a \$50 dollar ***fine*** plus costs mandated by statute totals a \$124 ***forfeiture***.

| Fine | State | County | LCMC | Total forfeiture |
|------|-------|--------|------|------------------|
| \$50 | \$31  | \$10   | \$33 | \$124            |

All ***fine*** dollars are returned in full to the 18 municipal members; i.e. no costs to the taxpayers.

**VILLAGE BOARD MINUTES**  
**MONDAY, FEBRUARY 13, 2023**  
**6:30 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

Call to Order

Roll Call

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

Others Present: Village Manager Bailey, Clerk Igl, Chief Misko, DPW Director Felkner, DPW Operations Manager, DPW Operations Leadman Tom Jenson, Fire Chief Jambretz, Rec Director Rennekamp, Donna Dorau, Sandi Watt, other interested parties.

Pledge of Allegiance was led by Chief Misko and followed by a moment of silence in honor of fallen Milwaukee Police Officer Peter Jerving.

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.

Caroline Joyce, 5526 W. Capitol Drive, raised concerns about traffic related to the proposed Kwik Trip. She stated that diesel pumping stations will draw larger vehicles that will need to have adequate space to enter/exit. Additionally, she stated concerns that if truck traffic heads downtown, the street narrows and cars are often parked on the sides of the street. She stated that the corner of W. Capitol Drive and Cottonwood would be difficult for truck traffic to navigate if turning south. She asked that the Village Board consider traffic flow for truck traffic.

1. Motion (Conner/Pfeiffer) to approve the Village Board minutes of January 23, 2023 and Special Village Board minutes of January 24, 2023. Motion carried. Wallschlager abstained from approving the Special Village Board minutes of January 24, 2023.
2. Consideration of items related to vouchers.
  - a. Motion (Wallschlager/Truttschel) to approve vouchers for payment in the amount of \$5,855,835.65. Motion carried.
3. Actions related to Licenses and Permits
  - a. Motion (Truttschel/Hallquist) to approve Operator's (Bartender) Licenses as listed. Motion carried.
  - b. Consideration of an application for a Class "B" Beer/"Class B" Liquor License for the premises located at 600 Hartbrook Drive (Hartbrook Cafe, Sandi Watt, Agent)
    - i. **Public Hearing** to receive comment on the liquor retailer's license application. President Pfannerstill opened the Public Hearing at 6:38 p.m. Applicant Sandi Watt was present. No comments were heard and the Public Hearing was closed at 6:39 p.m.

- ii. Consideration of an action related to issuance of a Class “B” Beer/“Class B” Liquor License for Hartbrook Café.

Trustee Hallquist asked the status of the former Hartland Inn and Village Manager Bailey replied that it would likely be six months before completion. President Pfannerstill provided background on the liquor license quota and the reserve licenses that require a one time fee of \$10,000. Trustee Pfeiffer asked the owner whether she will be changing her business plan. Ms. Watt stated that she would like to be open for fish fry’s on Fridays and offer alcoholic beverages, and to offer bloody mary’s and mimosa’s on weekends. President Pfannerstill stated that she could apply for Class B Beer and Class C wine licenses which do not have quotas. Trustee Wallschlager asked about the status of bartenders and Ms. Watt responded that all of her staff will be trained and licensed. Trustee Truttschel asked Ms. Watt how long she owned the business and she responded that she has owned it for 3 years but has worked there for 17. Trustee Conner clarified that there is no quota for Class B Beer or Class C Wine licenses.

President Pfannerstill stated that Hartland Inn would have more financial opportunities to ease the pain of the \$10,000 reserve fee as the business is a member of the Downtown Business Improvement District. Trustee Conner asked Ms. Watt if she would consider applying for Class B Beer and Class C Wine licenses and she responded that she would if that were her only option but that she would like to grow her business.

Motion (Pfeiffer/Wallschlager) to approve a Class “B” Beer/“Class B” Liquor License for Hartbrook Café. Trustee Conner expressed concern that the license would be used for a limited amount of alcohol rather than a wider selection of alcoholic beverages. Trustee Wallschlager asked if hours would be expanded and Ms. Watt stated that she would like to be open for dinners if it works out. She stated that her hours are Monday through Saturday from 6 a.m. to 2 p.m., Sunday 6 a.m. to 1 p.m. She stated that she would like to be open for fish fry on Fridays from 4 to 8 p.m. Vote taken – motion carried. Conner opposed.

4. First Reading of Bill for an Ordinance 02-13-2023 “An Ordinance to Amend the Village of Hartland Municipal Code Pertaining to Signs”.

Village Manager Bailey stated that the changes to the ordinance are recommended and Village Attorney de la Mora provided a draft. He asked that any questions or comments on the draft language be submitted to him. President Pfannerstill stated that a resident had expressed concerns with the existing language and stated that it should be in line with the state statutes. He further stated that he felt the limitation of 16 square feet on any visible side should be amended to 32 square feet. The draft will be amended and placed on the next Village Board agenda for a second reading.

5. Discussion and consideration of concept review for 1225 Walnut Ridge proposed building.

Eric Neumann and Dan Hlavachek (zoom) provided an overview of a proposed 40,000 to 60,000 square foot building at 1225 Walnut Ridge. It was stated that there would be some flexibility depending on the type of tenants. It was stated that this was a concept review only at this meeting. It was stated that the property is currently zoned for this type of use. Motion (Hallquist/Conner) to approve this project be moved on to the Plan Commission for conceptual review. Motion carried.

6. Discussion and consideration of concept review for 700 W. Capitol Drive development.

John Ford presented conceptual plans for a multi-family development, Hartland Quarry, which will be a mix of types of units. Village Manager Bailey stated that after the conceptual review at the Plan Commission, staff will consider all details including traffic flow. It was stated that the development would have a total of 448 units and be all rentals. Trustee Wallschlager voiced concerns about the development being renter occupied rather than owner occupied. She stated that she also had concerns about parking and other issues. Motion (Conner/Pfeiffer) to approve this project be moved on to the Plan Commission for conceptual review.

Trustee Wallschlager asked whether this would be developer financed or require TIF. It was stated that the intent is to seek TIF and Village Manager Bailey stated that the project would go through the process including verifying values with Ehlers. President Pfannerstill asked what the value of the development would be. It was stated that it is still too early in the process but estimated to total in the \$70M range. It was confirmed that construction traffic would enter/exit off Hwy 83. Trustee Truttschel asked whether the developer had considered owner occupied and it was stated that it will be evaluated as the process moves forward. Vote taken; motion carried. Wallschlager opposed.

7. Discussion and consideration of a fireworks contract with Fivestar Fireworks Company.

Rec Director Rennekamp asked the Board for direction related to the 2023 fireworks show. She stated that if the Village maintains the \$17,000 budget, the show will be slightly shorter due to cost increases. After discussion, motion (Pfeiffer/Conner) to approve a contract with an increase of \$1,000 for a total contract price of \$18,000 with Firestar Fireworks Company to maintain the same length/intensity in 2023. Motion carried.

8. Discussion and consideration of a Special Events Permit for Goat Yoga, Wisconsin Athletic Club, on June 4 or June 11, 2023.

Rec Director Rennekamp and Kayla Jaskowiak with Wisconsin Athletic Club presented information related to an application for a Special Events Permit for Goat Yoga in Nixon Park on June 4. It was stated that the event will be open to members and non-members although attendees will need to register with WAC. She stated that the goats will be 6 months old or younger, 40" tall fencing will be installed, and insurance will be provided by the farm and WAC. It was stated that the Park Board had recommended approval of the event. It was stated that they anticipate up to 40 attendees with attendees being required to be 16 years old or older. Motion (Pfeiffer/Hallquist) to approve a Special Events Permit for Goat Yoga for WAC on June 4 in Nixon Park. Motion carried.

9. Discussion and consideration of the Waukesha County Department of Emergency Preparedness Joint Powers Agreement, County 911 Emergency System.

Chief Misko stated that having this agreement in place is a statutory requirement and that the Village enters into this agreement with Waukesha County on an annual basis. Motion (Hallquist/Wallschlager) to approve the Waukesha County Department of Emergency Preparedness Joint Powers Agreement, County 911 Emergency System. Motion carried.

10. Discussion and consideration of having traffic lights at Hwy 83 and Cardinal and Hwy 83 and North Shore be painted black at a cost of \$20,000 to be split with the City of Delafield or leaving them gray at no additional cost.

Village Manager Bailey stated that this item had come from the City of Delafield. Motion (Conner/Hallquist) to keep the traffic lights at Hwy 83 and Cardinal and Hwy 3 and North Shore gray (unpainted). Motion carried.

11. Discussion and consideration of awarding a contract for the 2023 Utilities Program.

DPW Director Felkner stated that six bids had been received with the lowest bid received from D. F. Tomasini Contractors, Inc. in the amount of \$230,902 and that staff is recommending awarding the contract. Motion (Hallquist/Wallschlager) to award the 2023 Utilities Program contract to D. F. Tomasini Contractors, Inc. in the amount of \$230,902. Motion carried.

12. 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.

DPW Director Felkner stated that the 2022 budgeted water truck was received.

Rec Director Rennekamp reported that 178 people attended the Feb. 4 Moonlight Hike led by the Ice Age Trail. She stated that Summer Camp information was posted with registration opening March 1. She reported that there are 90 children signed up for t-ball and \$9,000 has been raised for the Hometown Celebration.

Chief Misko updated the board on recent staff assignments and that he had recently attended a meeting regarding police reform and how to implement the executive order. The Police Department annual report will be delivered soon and presented at the next Village Board meeting.

Chief Jambretz reported that staff is continuing to prepare the Medicare/Medicaid survey and call volume continues to be high. The staff is working on licensing that is due in June. The department spent two evenings at the Legion for the recent event.

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Trustee Pfeiffer stated that he had been working with Rec Director Rennekamp on securing funding for Hometown Celebration and encouraged others to reach out to potential donors.

Trustee Truttschel commented that the Fire and PD support for the Legion's event was outstanding and the community was very supportive.

President Pfannerstill stated that in-person absentee voting continues through Friday, Feb. 17 at 5:00 p.m. Election day is Feb. 21 with the spring election on April 4.

President Pfannerstill asked staff to place a request for volunteers on social media asking that interested parties submit a volunteer profile sheet to the Village Clerk.

13. Adjournment.

Motion (Pfeiffer/Wallschlager) to adjourn at 7:44 p.m.

Respectfully submitted,

Darlene Igl  
Village Clerk

**VILLAGE BOARD MINUTES**  
**Special Meeting**  
**Wednesday, February 15, 2023**  
**6:30 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Call to Order

Roll Call

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

Others present: Village Attorney de la Mora, Attorney Hummel, Police Chief Misko, Village Manager Bailey, Clerk Igl, Kevin Crull, Fortunato Carrion, Cindi Fritz, Martin Crull, Ryan Ehrmann (zoom).

1. Pursuant to Village of Hartland Ordinance Section 66-12 (e), the Village Board will hear the appeals of Fortunato R. Carrion and Kevin D. Crull. Fortunato R. Carrion seeks to relocate his residence from 447 Merton Ave. to 529 Merton Ave. Merton Ave. #1, Hartland where Kevin D. Crull has been residing for about 9 years. Both have recently lost a prior roommate and seek to share one apartment for economic reasons within the same complex where they have lived for an extended period. Both have resided in the Village of Hartland since before the Village's enactment of the Hartland ordinance regulating the residency of registered sex offenders which applies to them.

Attorney de la Mora stated that this request is unusual as the individuals were living in the Village prior to the enactment of the moratorium. Chief Misko, Kevin Crull and Fortunato Carrion were sworn in by Clerk Igl. Chief Misko confirmed that both appellants moved to the Village prior to the moratorium; Mr. Crull in 2014, Mr. Carrion in 2018. He stated that they were required to report to the PD upon their residency as part of their supervision.

Attorney de la Mora asked Chief Misko whether either of them have been involved in any violations related to any sexual misconduct while living in the Village. Chief Misko stated that they had not, but both have had probation violations. In 2021, there was a battery violation involving Mr. Carrion against his roommate. The roommate has since been incarcerated and/or relocated. Attorney de la Mora asked Chief Misko if he had spoken to the appellants and he stated that he had only spoken to Martin Crull representing his brother. He stated that that the PD has corresponded with them related to the appeal. Attorney de la Mora asked Chief Misko the reason for Mr. Carrion wanting to relocate. Chief Misko responded that his understanding was that it is for financial reasons to share rent expense as they both previously had roommates. He stated that Mr. Carrion would be moving approximately 100 feet. Chief Misko stated that Mr. Carrion's sex offender violations took place in the mid 1980's to early 1990's. Mr. Crull's criminal offense dates back to 2007.

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Mr. Crull commented that his roommate passed away on Jan. 3 due to a stroke. He stated that he has not had any police contact since he moved here in 2014 other than for medical reasons. He stated that he had successfully completed 10 years of probation in 2021. Mr. Carrion asked the board to consider the appeal. Martin Crull, representing his brother Kevin Crull, requested consideration of the appeal stating that it is simply for financial reasons. Cindy Frisk, support broker for the Department of Corrections, spoke on behalf of Mr. Carrion stating that she has been working with him since 2018. She stated that he has three years left of probation, has completed all requirements, was released from parole and due to medical issues does not go anywhere without supervision. She stated that he received no state aid and that his sole means of support is social security. She stated that she had found him to be polite, appreciative, and kind. She stated that she does not feel he is a threat to the community. She confirmed that the landlord has threatened eviction to both appellants if the appeal to allow the move is not granted.

Trustee Truttschel asked the appellants how long they have known each other. Mr. Crull responded that they had met through a treatment program, before moving to the area in 2014. He stated that they had become close friends since his roommate passed away. He stated that the move would be beneficial for both due to medical issues. President Pfannerstill commented that the appeal would only need to be granted for Mr. Carrion as only he would be moving. He stated that granting the appeal would not affect the saturation level of sex offenders in the Village.

2. Following the submission of testimony under oath /evidence, the Village Board will deliberate in open session and render a decision regarding the two appeals.

Motion (Wallschlager/Pfeiffer) to grant the appeal to Mr. Carrion to allow the move as soon as possible. Motion carried. It was stated that the move will take approximately two weeks. Trustee Conner asked Ms. Fritz if she will still be providing support and she stated that she will continue to do so. Martin Crull stated that he will also continue to provide support to both of the appellants. Vote taken – motion carried.

3. Pursuant to Village of Hartland Ordinance Section 66-12 (e), the Village Board will hear the appeal of Ryan Joseph Ehrmann, who lives in Greenville, North Carolina and is a registered sex offender, for limited temporary authorization to assist with the care of his sister's 9 year old daughter and pet in his sister's home located at 408 Hartridge Drive, Hartland until February 16 or a later date to assist in the care of the child and pet while his sister is scheduled to give birth as there are no other family members available to assist.

Ryan Ehrmann was present on zoom. Clerk Igl swore in Chief Misko and Mr. Ehrmann.

Mr. Ehrmann stated that the situation is not as dire as anticipated as his sister had reached out to an organization and will be receiving support. He stated that she is scheduled for a c-section on Feb. 16. He stated that his appeal is requesting that he be allowed for a maximum

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period of 10 days as he can only be away from North Carolina on a temporary basis for a maximum period of 10 days.

Chief Misko stated that the moratorium restricts temporary residence to less than 14 days during any calendar year or less than four consecutive days in any month. Mr. Ehrmann stated that he asking that he be allowed to stay at his sister's for a total of 10 consecutive days some time in the next 3 months to provide her assistance. He stated that he does not know specifically when he will want to be here but it would be when needed.

Trustee Wallschlager asked for clarification on the reference in the appeal to Mr. Ehrmann being a "low level" sex offender. Chief Misko responded that the offense took place in Georgia in 2003 and was a charge for enticement of a child for indecent purposes. He stated that per the report, there was a fine of \$1,000 and 5 years of probation. He stated that the child accused Mr. Ehrmann of watching inappropriate movies and exposing himself to the child. It was clarified that North Carolina has defined tiers for sex offenders.

Chief Misko stated that Mr. Ehrmann had a few other issues on his record including a driving issue in 2005 and a drug charge form 2001. He stated that in 2008 there was a charge for failure to register as a sex offender in NC which was a misdemeanor charge. The most recent charge on his record was in 2015 for assault with bodily injury resulting in 150 days of confinement and 24 months of probation.

Trustee Wallschlager expressed concern about the safety of the 9-year-old girl that would be in the care of Mr. Ehrmann. Mr. Ehrmann stated that he has spent significant time with her previously but stated that he doesn't believe his assistance will be needed. Trustee Truttschel asked Mr. Ehrmann if he is employed and he responded that he is self-employed during residential construction and remodeling.

There was discussion whether Mr. Ehrmann could stay in a hotel outside of the Village during his visit and he responded that the cost of a hotel would be a concern but he would consider if necessary. He reiterated that his sister has no family here in Wisconsin. He stated that she and her boyfriend had a domestic violence incident, and that the boyfriend had moved out.

President Pfannerstill thanked Mr. Ehrmann for following what the Village has been telling him to do. Chief Misko stated that the appellant had originally wanted to be here immediately after the birth. Mr. Ehrmann stated that the situation is now under control at this point and he may save his appeal if there is an emergency. Trustee Wallschlager asked how much time Mr. Ehrmann has spent with the 9 year old in her life. He stated that his sister has only been in Wisconsin for a year or two and was with family in NC previously. He stated that he knows the girl very well and had homeschooled her over the summer.

President Pfannerstill asked Mr. Ehrmann if he checks in with the PD each time he visits here. Mr. Ehrmann stated that he has to let them know that he is here and cannot be away from his permanent address in NC for more than 10 days .

**VILLAGE BOARD MINUTES**  
**MONDAY, FEBRUARY 15, 2023**  
**6:30 PM**  
**PAGE 4**

Attorney de la Mora stated that the appeal had been filed as there was emergency extenuating circumstances. He stated that he is very hesitant to allow anything beyond 6 days, breaking the visit up over two months, in the absence of extenuating circumstances.

There was discussion whether the appellant could withdraw his request for an appeal and Attorney de la Mora stated that withdrawal would be allowed. Mr. Ehrmann stated that the situation is more stable at this time and requested withdrawal of his appeal.

4. Adjournment

Motion (Conner/Pfeiffer) to adjourn at 7:27 p.m.

Respectfully submitted,

Darlene Igl  
Village Clerk

TO: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: February 22, 2023

RE: Voucher List

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Attached is the voucher list for the  
February 27, 2023 Village Board Meeting

February 27, 2023 Checks: \$ 359,292.86

Total Amount of all Checks: \$ 359,292.86

**VILLAGE OF HARTLAND**  
**VOUCHER LIST - FEBRUARY 27, 2023**

| Account Descr                                | Search Name                | Comments                                 | Amount      |
|--|----------------------------|--|-------------|
| EXPENSE Descr                                |                            |  |             |
| R 101-46735 TO THE POINTE DANCE PROGRAM      | ACTIVE NETWORK             | CHARGEBACKS                              | \$93.32     |
| G 204-23400 DEPOSITS DUE TO DEL-HART         | DELAFIELD-HARTLAND WATER   | CONNECTION CHARGES                       | \$19,449.00 |
| G 101-31400 EMS ACT #102                     | EMERGENCY CARE ADVOCACY    | EMERGENCY CHILD RESTRAINT                | \$1,380.00  |
| G 403-31890 PARADISE TRAILS CONDO            | RUEKERT & MIELKE           | CONSTRUCTION REVIEW                      | \$504.00    |
| EXPENSE Descr                                |                            |  | \$21,426.32 |
| EXPENSE Descr ACCESSIBLE RAMP                |                            |  |             |
| E 401-79295-290 OUTSIDE SERVICES/CONTRACTS   | RUEKERT & MIELKE           | LIBRARY ADA RAMP DESIGN AND CONSTRUCTION | \$126.00    |
| EXPENSE Descr ACCESSIBLE RAMP                |                            |  | \$126.00    |
| EXPENSE Descr AMBULANCE                      |                            |  |             |
| E 101-52300-300 OPERATING SUPPLIES/EXPENSES  | AIRGAS USA LLC             | OXYGEN CYLINDER                          | \$47.37     |
| E 101-52300-300 OPERATING SUPPLIES/EXPENSES  | EMERGENCY MEDICAL PRODUCTS | VARIOUS MEDICAL SUPPLIES                 | \$95.18     |
| E 101-52300-300 OPERATING SUPPLIES/EXPENSES  | HENRY SCHEIN INC.          | SIZE 2 BLADE                             | \$56.04     |
| E 101-52300-360 VEHICLE MAINT/EXPENSE        | MODERN INK                 | DECALS                                   | \$90.00     |
| EXPENSE Descr AMBULANCE                      |                            |  | \$288.59    |
| EXPENSE Descr COTTONWOOD - ALL               |                            |  |             |
| E 401-70520-290 OUTSIDE SERVICES/CONTRACTS   | RUEKERT & MIELKE           | SURVEY, DRAFTING, AND DESIGN             | \$1,347.38  |
| EXPENSE Descr COTTONWOOD - ALL               |                            |  | \$1,347.38  |
| EXPENSE Descr CRACK SEALING/PATCHING/POTHOLE |                            |  |             |
| E 401-70235-285 CONSTRUCTION COSTS           | RUEKERT & MIELKE           | DESIGN, CONSTRUCTION REVIEW, AND ADMIN   | \$2,020.00  |
| EXPENSE Descr CRACK SEALING/PATCHING/POTHOLE |                            |  | \$2,020.00  |
| EXPENSE Descr DEBT SERVICE                   |                            |  |             |
| E 301-58000-305 EXPENSES-OTHER               | BOND TRUST SERVICES CORP   | CORPORATE PURPOSE BONDS                  | \$400.00    |
| EXPENSE Descr DEBT SERVICE                   |                            |  | \$400.00    |
| EXPENSE Descr ECONOMIC DEVELOPMENT           |                            |  |             |
| E 804-56700-719 EVENTS                       | OCREATIVE                  | MONTHLY WEB HOSTING                      | \$110.00    |
| E 804-56700-744 OFFICE SUPPLIES              | OCREATIVE                  | RENEWAL OF DOMAIN NAMES                  | \$50.00     |
| EXPENSE Descr ECONOMIC DEVELOPMENT           |                            |  | \$160.00    |
| EXPENSE Descr ENVIRONMENTAL SERVICES         |                            |  |             |
| E 201-53635-440 RECYCLING                    | WAUKESHA COUNTY TREASURER  | HOUSEHOLD HAZARDOUS MATERIALS PROGRAM    | \$574.46    |

| Account Descr                               | Search Name                    | Comments                     | Amount      |
|---|--------------------------------|------------------------------|-------------|
| EXPENSE Descr ENVIRONMENTAL SERVICES        |                                |                              | \$574.46    |
| EXPENSE Descr FINANCIAL ADMINISTRATION      |                                |                              |             |
| E 101-51500-500 PROPERTY ASSESSMENT         | ASSESSMENT TECHNOLOGIES OF WI  | JANUARY 23 PAYMENT           | \$4,587.50  |
| E 101-51500-500 PROPERTY ASSESSMENT         | ASSESSMENT TECHNOLOGIES OF WI  | DECEMBER 22 PAYMENT          | \$4,587.50  |
| E 101-51500-290 OUTSIDE SERVICES/CONTRACTS  | DIVERSIFIED BENEFIT SERVICES   | FEBRUARY FSA FEES            | \$135.90    |
| EXPENSE Descr FINANCIAL ADMINISTRATION      |                                |                              | \$9,310.90  |
| EXPENSE Descr FIRE PROTECTION               |                                |                              |             |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | COMPETITOR AWARDS & ENGRAVING  | 10 FLAT PLATES               | \$56.90     |
| E 101-52200-360 VEHICLE MAINT/EXPENSE       | HARTLAND QUIK LUBE             | OIL CHANGE                   | \$48.75     |
| E 101-52200-255 BLDGS/GROUNDS               | INTERSTATE BATTERIES           | BATTERY                      | \$157.50    |
| E 101-52200-800 CAPITAL OUTLAY              | MACQUEEN EMERGENCY             | HELMET SHIELDS               | \$1,162.00  |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | MODERN INK                     | DECALS                       | \$61.00     |
| E 101-52200-255 BLDGS/GROUNDS               | PIONEER SUPPLY LLC             | PAPER TOWELS                 | \$42.00     |
| E 101-52200-255 BLDGS/GROUNDS               | WIL-KIL                        | PEST CONTROL SERVICES        | \$73.90     |
| E 101-52200-300 OPERATING SUPPLIES/EXPENSES | XEROX CORPORATION              | COPIER SERVICES              | \$27.39     |
| EXPENSE Descr FIRE PROTECTION               |                                |                              | \$1,629.44  |
| EXPENSE Descr GENERAL ADMINISTRATION        |                                |                              |             |
| E 101-51400-300 OPERATING SUPPLIES/EXPENSES | RESERVE ACCOUNT                | POSTAGE RESERVES             | \$3,000.00  |
| E 101-51400-210 LEGAL SERVICES              | VON BRIESEN & ROPER            | LEGAL SERVICES               | \$18,674.20 |
| E 101-51400-210 LEGAL SERVICES              | VON BRIESEN & ROPER            | LEGAL SERVICES               | \$3,382.80  |
| EXPENSE Descr GENERAL ADMINISTRATION        |                                |                              | \$25,057.00 |
| EXPENSE Descr INSPECTION                    |                                |                              |             |
| E 101-52400-290 OUTSIDE SERVICES/CONTRACTS  | WISCONSIN BUILDING INSPECTIONS | JANUARY PERMITS              | \$12,199.14 |
| EXPENSE Descr INSPECTION                    |                                |                              | \$12,199.14 |
| EXPENSE Descr JAMES DRIVE                   |                                |                              |             |
| E 401-70585-290 OUTSIDE SERVICES/CONTRACTS  | RUEKERT & MIELKE               | SURVEY, DRAFTING, AND DESIGN | \$1,347.38  |
| EXPENSE Descr JAMES DRIVE                   |                                |                              | \$1,347.38  |
| EXPENSE Descr LAW ENFORCEMENT               |                                |                              |             |
| E 101-52100-290 OUTSIDE SERVICES/CONTRACTS  | DELAFIELD, CITY OF             | SCIT DUES                    | \$7,500.00  |
| E 101-52100-360 VEHICLE MAINT/EXPENSE       | HARTLAND SERVICE INC           | SQ#1 OIL CHANGE              | \$52.29     |
| E 101-52100-360 VEHICLE MAINT/EXPENSE       | HARTLAND SERVICE INC           | SQ#4 OIL CHANGE              | \$50.69     |
| E 101-52100-360 VEHICLE MAINT/EXPENSE       | HARTLAND SERVICE INC           | SQ#5 OIL CHANGE              | \$50.69     |
| E 101-52100-360 VEHICLE MAINT/EXPENSE       | HARTLAND SERVICE INC           | OIL CHANGE AND BRAKE WORK    | \$931.37    |
| E 101-52100-300 OPERATING SUPPLIES/EXPENSES | HOFFA, PAULA                   | GREEN BAY MEAL REIMBURSEMENT | \$79.94     |
| E 101-52100-290 OUTSIDE SERVICES/CONTRACTS  | LEXISNEXIS                     | JANUARY ACTIVITY             | \$200.00    |
| E 101-52100-290 OUTSIDE SERVICES/CONTRACTS  | PEWAUKEE, VILLAGE OF           | JOINT FIREARM TRAINING       | \$500.00    |

| Account Descr                                | Search Name                  | Comments                     | Amount      |
|--|------------------------------|------------------------------|-------------|
| E 101-52100-290 OUTSIDE SERVICES/CONTRACTS   | PROHEALTH CARE (LAB BILLING) | LEGAL LAB DRAWS              | \$148.52    |
| EXPENSE Descr LAW ENFORCEMENT                |                              |                              | \$9,513.50  |
| EXPENSE Descr LIBRARY                        |                              |                              |             |
| E 101-55110-300 OPERATING SUPPLIES/EXPENSES  | BUILDING SERVICE INC         | CAPER GLIDES                 | \$247.52    |
| E 101-55110-310 BOOKS & MATERIALS            | MIDWEST TAPE                 | DIGITAL MEDIA                | \$59.99     |
| E 101-55110-310 BOOKS & MATERIALS            | MIDWEST TAPE                 | DIGITAL MEDIA                | \$14.99     |
| E 101-55110-290 OUTSIDE SERVICES/CONTRACTS   | RICOH AMERICAS CORP          | COPIER SERVICES              | \$187.32    |
| E 101-55110-290 OUTSIDE SERVICES/CONTRACTS   | RICOH AMERICAS CORP          | COPIER SERVICES              | \$73.17     |
| EXPENSE Descr LIBRARY                        |                              |                              | \$582.99    |
| EXPENSE Descr MISC STORM SEWER REPAIR        |                              |                              |             |
| E 401-74010-290 OUTSIDE SERVICES/CONTRACTS   | RUEKERT & MIELKE             | MISC STORM SEWER REPAIRS     | \$3,088.33  |
| EXPENSE Descr MISC STORM SEWER REPAIR        |                              |                              | \$3,088.33  |
| EXPENSE Descr MUNICIPAL BUILDING             |                              |                              |             |
| E 101-51600-290 OUTSIDE SERVICES/CONTRACTS   | ALSCO                        | MAT SERVICES                 | \$250.64    |
| E 101-51600-355 JANITORIAL SUPPLIES          | BIEBELS TRUE VALUE           | PUTTY KNIFE/ WALL SCRAPER    | \$35.77     |
| E 101-51600-255 BLDGS/GROUNDS                | HOME DEPOT                   | POST FOR ADA DOOR BUTTON     | \$79.86     |
| E 101-51600-255 BLDGS/GROUNDS                | INTERSTATE BATTERIES         | BATTERIES FOR VILLAGE HALL   | \$151.95    |
| EXPENSE Descr MUNICIPAL BUILDING             |                              |                              | \$518.22    |
| EXPENSE Descr NIXON PARK PARKING LOT         |                              |                              |             |
| E 401-79290-290 OUTSIDE SERVICES/CONTRACTS   | RUEKERT & MIELKE             | SURVEY, DRAFTING, AND DESIGN | \$1,347.38  |
| EXPENSE Descr NIXON PARK PARKING LOT         |                              |                              | \$1,347.38  |
| EXPENSE Descr NIXON/HARTBROOK/CASTLE PLAYGRD |                              |                              |             |
| E 401-76155-285 CONSTRUCTION COSTS           | BOLAND RECREATION            | MIRACLE RECRATION EQUIPMENT  | \$59,907.00 |
| EXPENSE Descr NIXON/HARTBROOK/CASTLE PLAYGRD |                              |                              | \$59,907.00 |
| EXPENSE Descr PARKS                          |                              |                              |             |
| E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE  | PIONEER SUPPLY LLC           | TOWELS/ CANLINERS            | \$212.00    |
| E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE  | WE ENERGIES                  | LIGHTING AT 343 MAPLE DRIVE  | \$150.00    |
| EXPENSE Descr PARKS                          |                              |                              | \$362.00    |
| EXPENSE Descr PUBLIC WORKS                   |                              |                              |             |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | BUMPER TO BUMPER             | SELF FUSING/ TAPE/ LIGHT     | \$215.69    |
| E 101-53000-430 SNOW & ICE REMOVAL           | COMPASS MINERALS             | ROAD SALT                    | \$22,866.97 |
| E 101-53000-430 SNOW & ICE REMOVAL           | COMPASS MINERALS             | ROAD SALT                    | \$49,106.43 |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | EH WOLF                      | PDF FUEL                     | \$1,948.59  |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | EH WOLF                      | NO LEAD REFORM               | \$1,405.67  |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | EH WOLF                      | PDFD FUEL                    | \$695.89    |

| Account Descr                                | Search Name                    | Comments                                | Amount             |
|--|--------------------------------|---|--------------------|
| E 101-53000-345 STAFF EDUCATION/TRAINING     | FEHR GRAHAM                    | 2022 ANNUAL REGULATORY SAFETY SERVICE   | \$2,550.00         |
| E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE  | HOME DEPOT                     | PLUMBING SUPPLIES                       | \$87.91            |
| E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE  | HOME DEPOT                     | PLUMBING SUPPLIES                       | \$35.81            |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | INTERSTATE BATTERIES           | 2 BATTERIES FOR SIDEWALK TRACTORS       | \$208.90           |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | INTERSTATE BILLING SERVICE INC | BRACKETS                                | \$28.58            |
| E 101-53000-180 OTHER BENEFITS               | ITU ABSORBTECH INC             | LAUNDRY SERVICES                        | \$137.55           |
| E 101-53000-180 OTHER BENEFITS               | ITU ABSORBTECH INC             | LAUNDRY SERVICES                        | \$108.89           |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | LF GEORGE, INC                 | FILTERS/ ROPE/ BOLTS                    | \$774.35           |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | LF GEORGE, INC                 | OIL FILTER                              | \$124.53           |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | MILLER-BRADFORD RISBERG INC    | FUEL FILTERS                            | \$111.00           |
| E 101-53000-430 SNOW & ICE REMOVAL           | MS LANDSCAPING LLC             | SNOW REMOVAL                            | \$626.50           |
| E 101-53000-300 OPERATING SUPPLIES/EXPENSES  | OLSEN SAFETY EQUIPMENT CORP    | 2 SHELF FILLED CLASS B CABINET          | \$134.65           |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | PRICE ENGINEERING              | HYDRO LINES                             | \$211.12           |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | PRICE ENGINEERING              | HOSES                                   | \$190.80           |
| E 101-53000-290 OUTSIDE SERVICES/CONTRACTS   | RUEKERT & MIELKE               | GENERAL SERVICES                        | \$801.50           |
| E 101-53000-360 VEHICLE MAINT/EXPENSE        | WELDERS SUPPLY CO              | TORCH CUTTING TIPS                      | \$79.31            |
| EXPENSE Descr PUBLIC WORKS                   |                                |   | <u>\$82,450.64</u> |
| EXPENSE Descr RECREATION PROGRAMS/EVENTS     |                                |   |                    |
| E 101-55300-290 OUTSIDE SERVICES/CONTRACTS   | CASTERLINE, SANDRA KAY         | INTERMEDIATE GERMAN 4                   | \$192.00           |
| E 101-55300-290 OUTSIDE SERVICES/CONTRACTS   | LAKE COUNTRY FINE ARTS SCHOOL  | HOMESCHOOLERS HANDBUILDING WITH CLAY 3  | \$324.00           |
| E 101-55300-290 OUTSIDE SERVICES/CONTRACTS   | LAKE COUNTRY FINE ARTS SCHOOL  | HANDBUILDING WITH CLAY 7                | \$756.00           |
| E 101-55300-290 OUTSIDE SERVICES/CONTRACTS   | SCHMITZ, FRANCIS A             | BEGINNING GERMAN 1                      | \$48.00            |
| E 101-55300-290 OUTSIDE SERVICES/CONTRACTS   | WAUKESHA COUNTY TREASURER      | LEARN TO SKATE                          | \$720.00           |
| EXPENSE Descr RECREATION PROGRAMS/EVENTS     |                                |   | <u>\$2,040.00</u>  |
| EXPENSE Descr REPLACE HARTBROOK BRIDGE       |                                |   |                    |
| E 401-76160-290 OUTSIDE SERVICES/CONTRACTS   | RUEKERT & MIELKE               | PERMITTING, SURVEY, DESIGN, AND BIDDING | \$8,712.75         |
| EXPENSE Descr REPLACE HARTBROOK BRIDGE       |                                |   | <u>\$8,712.75</u>  |
| EXPENSE Descr RICHARDS ROAD                  |                                |   |                    |
| E 401-70595-290 OUTSIDE SERVICES/CONTRACTS   | RUEKERT & MIELKE               | SURVEY, DRAFTING, AND DESIGN            | \$1,347.38         |
| EXPENSE Descr RICHARDS ROAD                  |                                |   | <u>\$1,347.38</u>  |
| EXPENSE Descr SEWER SERVICE                  |                                |   |                    |
| E 204-53610-297 FWW LIFT STATION OPERATING   | BUMPER TO BUMPER               | PCV VALVE                               | \$5.76             |
| E 204-53610-270 TREATMENT EXPENSE            | DELAFIELD-HARTLAND WATER       | TOTAL USER FEES                         | \$80,730.38        |
| E 204-53610-290 OUTSIDE SERVICES/CONTRACTS   | DIGGERS HOTLINE INC            | LOCATE SERVICES                         | \$46.25            |
| E 204-53610-290 OUTSIDE SERVICES/CONTRACTS   | DIVERSIFIED BENEFIT SERVICES   | FEBRUARY FSA FEES                       | \$20.91            |
| E 204-53610-297 FWW LIFT STATION OPERATING   | INTERSTATE BATTERIES           | BATTERY                                 | \$121.95           |
| E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP | INTERSTATE BATTERIES           | BATTERIES FOR BOOSTER STATION/ARLENE    | \$106.46           |

| Account Descr                                  | Search Name                  | Comments                             | Amount             |
|--|------------------------------|--------------------------------------|--------------------|
| E 204-53610-800 CAPITAL OUTLAY                 | PIEPER ELECTRIC, INC.        | ARLENE LIFT STATION                  | \$6,175.00         |
| E 204-53610-800 CAPITAL OUTLAY                 | RUEKERT & MIELKE             | CONSTRUCTION ADMIN AND INPSECTION    | \$1,448.75         |
| E 204-53610-800 CAPITAL OUTLAY                 | RUEKERT & MIELKE             | MISC SANITARY SEWER REPAIRS          | \$1,489.00         |
| E 204-53610-800 CAPITAL OUTLAY                 | RUEKERT & MIELKE             | NIXON PARK SEWER                     | \$1,585.00         |
| EXPENSE Descr SEWER SERVICE                    |                              |                                      | <u>\$91,729.46</u> |
| EXPENSE Descr STORM SWR CATCH BASIN REPAIR     |                              |                                      |                    |
| E 401-74075-290 OUTSIDE SERVICES/CONTRACTS     | RUEKERT & MIELKE             | MISC CATCH BASIN REPAIRS             | \$2,109.00         |
| EXPENSE Descr STORM SWR CATCH BASIN REPAIR     |                              |                                      | <u>\$2,109.00</u>  |
| EXPENSE Descr UNBUDGETED                       |                              |                                      |                    |
| E 401-57300-290 OUTSIDE SERVICES/CONTRACTS     | RUEKERT & MIELKE             | ONYX HOTEL                           | \$341.00           |
| E 401-57300-290 OUTSIDE SERVICES/CONTRACTS     | RUEKERT & MIELKE             | 2023 SCADA WORK                      | \$807.50           |
| E 401-57300-290 OUTSIDE SERVICES/CONTRACTS     | RUEKERT & MIELKE             | PLAN REVIEW                          | \$792.00           |
| EXPENSE Descr UNBUDGETED                       |                              |                                      | <u>\$1,940.50</u>  |
| EXPENSE Descr WALNUT RIDGE DRIVE               |                              |                                      |                    |
| E 401-70590-290 OUTSIDE SERVICES/CONTRACTS     | RUEKERT & MIELKE             | SURVEY, DRAFTING, AND DESIGN         | \$1,347.38         |
| EXPENSE Descr WALNUT RIDGE DRIVE               |                              |                                      | <u>\$1,347.38</u>  |
| EXPENSE Descr WATER UTILITY                    |                              |                                      |                    |
| E 620-53700-651 MAINTENANCE OF MAINS           | ACE REDI-MIX INC             | SLURRY FOR RAE AND SUNNYSLOPE        | \$3,025.00         |
| E 620-53700-651 MAINTENANCE OF MAINS           | ACE REDI-MIX INC             | SLURRY FOR RAE AND SUNNYSLOPE        | \$799.80           |
| E 620-53700-684 TOOLS/SHOP/GARAGE EQUIPMENT    | BATTERY PRODUCTS INC         | FLASH LIGHT AND CHARGER              | \$115.00           |
| E 620-53700-602 SOURCE OF SUPPLY-SUPPLIES/EXP  | BIEBELS TRUE VALUE           | CLAMPS                               | \$28.18            |
| E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT | BIEBELS TRUE VALUE           | WALL PLATE                           | \$1.77             |
| E 620-53700-653 MAINTENANCE OF METERS          | BIEBELS TRUE VALUE           | NUTS AND BOLTS                       | \$0.67             |
| E 620-53700-625 MAINTENANCE OF PUMPING PLANT   | BIEBELS TRUE VALUE           | PASTE/ BRUSH                         | \$8.68             |
| E 620-53700-625 MAINTENANCE OF PUMPING PLANT   | BIEBELS TRUE VALUE           | LATCHING BOX                         | \$5.91             |
| E 620-53700-625 MAINTENANCE OF PUMPING PLANT   | BIEBELS TRUE VALUE           | PIPE/ ADAPTER                        | \$40.89            |
| E 620-53700-653 MAINTENANCE OF METERS          | BIEBELS TRUE VALUE           | NUTS AND BOLTS                       | \$5.71             |
| E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT | BIEBELS TRUE VALUE           | WALL PLATES/ TAPE/ GLUE              | \$24.61            |
| E 620-53700-605 MAINTENANCE-WATER SOURCE PLANT | BIEBELS TRUE VALUE           | GROUNDING SCREW                      | \$2.67             |
| E 620-53700-651 MAINTENANCE OF MAINS           | CORE & MAIN LP               | VALVE AND MISC PARTS                 | \$3,841.79         |
| E 620-53700-923 OUTSIDE SERVICES               | DIGGERS HOTLINE INC          | LOCATE SERVICES                      | \$46.25            |
| E 620-53700-923 OUTSIDE SERVICES               | DIVERSIFIED BENEFIT SERVICES | FEBRUARY FSA FEES                    | \$52.26            |
| E 620-53700-602 SOURCE OF SUPPLY-SUPPLIES/EXP  | HOME DEPOT                   | CEILING TILE FOR #5                  | \$68.77            |
| E 620-53700-923 OUTSIDE SERVICES               | INDUSTRIAL SCALE INC         | SERVICE CALL                         | \$330.00           |
| E 620-53700-623 PUMPING - SUPPLIES/EXPENSES    | INTERSTATE BATTERIES         | BATTERIES FOR BOOSTER STATION/ARLENE | \$319.39           |
| E 620-53700-923 OUTSIDE SERVICES               | LAUERSDORF, CODY             | FOOD FOR WATER MAIN BREAK CREW       | \$61.89            |
| E 620-53700-673 TRANS&DIST MAINS               | RUEKERT & MIELKE             | STH 83 WATER DISCONNECTS             | \$2,282.25         |

| Account Descr                                 | Search Name            | Comments                     | Amount              |
|---|------------------------|------------------------------|---------------------|
| E 620-53700-678 HYDRANTS                      | RUEKERT & MIELKE       | MISC HYDRANT REPAIRS         | \$1,480.00          |
| E 620-53700-673 TRANS&DIST MAINS              | RUEKERT & MIELKE       | MISC VALVE REPAIRS           | \$1,498.00          |
| E 620-53700-673 TRANS&DIST MAINS              | RUEKERT & MIELKE       | SURVEY, DRAFTING, AND DESIGN | \$1,093.50          |
| E 620-53700-923 OUTSIDE SERVICES              | RUEKERT & MIELKE       | UTILITY UPDATES              | \$1,063.50          |
| E 620-53700-923 OUTSIDE SERVICES              | RUEKERT & MIELKE       | WATER UTILITY SERVICES       | \$148.50            |
| E 620-53700-602 SOURCE OF SUPPLY-SUPPLIES/EXP | WERNER ELECTRIC SUPPLY | SHIELDED WIRE                | \$58.27             |
| E 620-53700-602 SOURCE OF SUPPLY-SUPPLIES/EXP | WERNER ELECTRIC SUPPLY | QUICKLATCH AND COUPLING      | \$6.46              |
| EXPENSE Descr WATER UTILITY                   |                        |                              | <u>\$16,409.72</u>  |
|   |                        |                              | <u>\$359,292.86</u> |

VILLAGE OF HARTLAND  
LICENSES AND PERMITS  
February 27, 2023

**Bartender (Operator's) Licenses**

William Thomas James  
Debra Ann Warner  
Adam Joseph Nannetti  
Larry R. Stoltz  
Brianna Ruth Shockley

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).

**Bartender (Operator's) License – Previously Approved**

Alyssa Schmitt

**Class "A" Beer**

Applicant: Colburn's Car Wash  
Location: 700 Hartbrook Drive  
Agent: Brian Colburn

The following documents are complete and on file

- Original Alcohol Beverage Retail License Application
- Auxiliary Questionnaire
- Schedule of Appointment of Agent

**Temporary Operator's License – Chamber of Commerce Annual Dance**

Ronald C. Nollen, Jr.

**Restricted Species Permit**

Joe Clark & Jen Starke, 709 Cardiff Court



**Village of Hartland  
Administration**

210 Cottonwood Ave, Hartland, WI 53029  
[www.villageofhartland.wi.gov](http://www.villageofhartland.wi.gov)

|   |                         |
|---|-------------------------|
| <b>To:</b> Village Board                            | <b>Date:</b> 02/17/2023 |
| <b>Submitted By:</b> Chief Torin J. Misko           |                         |
| <b>Subject:</b> Operator License for Alyssa Schmitt |                         |

**Details:** The operator license application for Alyssa Schmitt to serve malt beverages and intoxicating liquors at the Gristmill Public House was approved at the 01/23/2023 Village Board meeting without the background check being reviewed by the police department. On 01/24/2023, Village Hall staff observed that the background check was not signed off by the police department and forwarded the application to me for follow up. I observed that Schmitt was arrested on 02/26/2022 for first offense Operating While Intoxicated (OWI). I also observed that she was convicted of first offense OWI on 11/16/2022. I called Schmitt and advised her that her operator license was approved at the 01/23/2023 Village Board meeting but was done so in error without the background check being reviewed by the police department. Schmitt told me she understood and was actually meaning to call the Village of Hartland to have her operator license held onto until the 02/27/2023 Village Board meeting so that there was one year between her arrest and her application being reviewed. I told Schmitt that I would have her operator license placed on the agenda for the 02/27/2023 Village Board meeting so that it could be reviewed at that time per her request. I also informed her that her application stated that the Village Board policy has been to deny the application for an operator's license until at least a twelve month period of time has elapsed since the conviction date of the offense. Schmitt said that she understood but was told that the Village Board policy was twelve months from the date of arrest. I told Schmitt that her application would be reviewed by the Village Board at the 02/27/2023 Village Board meeting.

**Financial Remarks:** N/A

**Options & Alternatives:**

1. Deny the Operator License for Ms. Schmitt due to the first offense OWI conviction on 11/16/2022 being within the last twelve months.
2. Approve the Operator License for Ms. Schmitt due to her first offense OWI arrest on 02/26/2022 being more than twelve months ago.

**Executive Recommendation:** Follow the course of action that aligns with the Village Board's policy on the recency of alcohol related offenses.

**Village of Hartland**

**Notice of New Class "A"  
Beer License Application  
Village Board Meeting  
Monday, February 27, 2023  
6:30 p.m.**

Notice that the applicant BAJB Services, LLC has made and filed an application for a Class "A" Beer License to be issued by the Village of Hartland, Waukesha County, Wisconsin pursuant to the approval of said applications, for the license period of March 1, 2023 ending June 30, 2023.

This application will be considered by the Village Board on February 27, 2023 at 6:30 p.m. in the Village Board Room, 220 Cottonwood Ave., Hartland, WI

Applicant: BAJB Services, LLC, 2740 Chadwick Ct., Brookfield, WI 53045

Trade Name: Colburn's Car Wash

Agent: Brian Colburn

Location: 700 Hartbrook Drive, Hartland, WI 53029

All interested parties will be heard.

Darlene Igl, MMC/WCPC  
Village Clerk

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8 pages to start  
Z

### 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: Joe Clark : Jen Starke

Address: 709 Cardiff Court Hartland WI 53029  
262-442-9380 Joe 1carpenter@yahoo.com

Phone Number: 262-225-7452 Email: Jen.Starke@brightstarcare.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: Jen Starke Date: 02.21.2023  
[Signature] 2/21/23

Fee Paid: \_\_\_\_\_

Village Board Approval: \_\_\_\_\_ Expires: \_\_\_\_\_

1. We have 4 dogs named McGregor, Maeve, Max and Maverick.
2. They are kept on the property, inside the home, unless going to the bathroom (supervised in the fenced area) or being exercised by the owners.
3. They are not allowed to roam freely unless they are in the fenced area or outside being exercised within the yard by their owners.
4. They are kept as pets and emotional support companions for the owners and members of the community.
5. We planned on keeping them on a permanent basis, McGregor and Maeve have been with us since they were 2 months old which is almost 4 years ago and Max and Maverick have been with us since they were born almost 3yrs ago.
6. There are no other pets kept here besides the 4 dogs.



# LAURA PURDY, MD

Licensed in the State of Wisconsin #528-320  
E: Drlaura@vcphysician.com  
O: (931) 674-1620 F. (615) 261-9150 FHEO: 223845

---

October 13, 2022

Re: Jennifer Marie Starke

To Whom It May Concern:

I recently evaluated Jennifer Marie Starke's mental health condition. I am familiar with her history and with the functional limitations imposed by her emotional/mental health issue.

Ms. Starke meets the definition of disability under the Americans with Disability Act, the Fair Housing Act, and the Rehabilitation Act of 1973. Due to this disability and mental health condition, Ms. Starke is qualified to have an emotional support animal under Section 504 of the Rehabilitation Act of 1973 and the Federal Fair Housing Amendments Act of 1988.

The available data indicates that Ms. Starke's emotional distress substantially limits one or more major life activities and is imposed by her emotional distress as defined by the DSM-5.

Due to this emotional disability, Ms. Starke has certain limitations related to social interactions, coping with stress, and anxiety. In order to help alleviate these difficulties, and to enhance her ability to function independently, I am prescribing the following emotional support animals that will assist Ms. Starke in coping with her disability. Ms. Starke assumes all responsibility for the training, safety, cleanliness, health and conduct of her animals at all times.

| <u>Species:</u> | <u>Weight Range:</u> | <u>Breed:</u> | <u>Name of Animal:</u> |
|-----------------|----------------------|---------------|------------------------|
| Dog             | 71 to 90 lbs.        | Mix           | Maverick               |
| Dog             | 71 to 90 lbs.        | Mix           | Max                    |

I am licensed in the State of Wisconsin #528-320.

Sincerely,

Laura Purdy, MD

Medical License Issued Date: 9/05/2019

# EMOTIONAL SUPPORT ANIMAL

## RESIDENTIAL AND TRAVEL ACCESS REQUIRED

THE FAIR HOUSING AMENDMENT ACT (FHAA) AND THE AIR CARRIERS ACCESS ACT (ACAA) ALLOW FOR INDIVIDUALS WITH EMOTIONAL DISABILITIES TO BE ACCOMPANIED BY AN EMOTIONAL SUPPORT ANIMAL (ESA). UNDER THIS PROTECTION, NO LANDLORD OR AIRLINE CAN RESTRICT ACCESS TO INDIVIDUALS WITH AN EMOTIONAL SUPPORT ANIMAL. FURTHERMORE, FEDERAL LAW MANDATES THAT ALL LANDLORDS MUST WAIVE PET RESTRICTIONS AND ADDITIONAL FEES FOR ALL DISABLED HANDLERS.

**Joseph A Clark**

HANDLER'S NAME

**Mauve Mix**

EMOTIONAL SUPPORT ANIMAL'S NAME AND BREED

**October 14, 2022**

DATE ISSUED

**149-223928**

REGISTRATION NUMBER



FOR 24 HOUR ONLINE VERIFICATION PLEASE VISIT [WWW.ESAVERIFICATION.NET](http://WWW.ESAVERIFICATION.NET)

# EMOTIONAL SUPPORT ANIMAL

## RESIDENTIAL AND TRAVEL ACCESS REQUIRED

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**Joseph A Clark**

HANDLER'S NAME

**Mcgregor Mix**

EMOTIONAL SUPPORT ANIMAL'S NAME AND BREED

**October 14, 2022**

DATE ISSUED

**149-223928**

REGISTRATION NUMBER



FOR 24 HOUR ONLINE VERIFICATION PLEASE VISIT [WWW.ESAVERIFICATION.NET](http://WWW.ESAVERIFICATION.NET)

# LAURA PURDY, MD

Licensed in the State of Wisconsin #528-320  
E: Drlaura@vcphysician.com  
O: (931) 674-1620 F. (615) 261-9150 FHEO: 223928

---

October 14, 2022

Re: Joseph A Clark

To Whom It May Concern:

I recently evaluated Joseph A Clark's mental health condition. I am familiar with his history and with the functional limitations imposed by his emotional/mental health issue.

Mr. Clark meets the definition of disability under the Americans with Disability Act, the Fair Housing Act, and the Rehabilitation Act of 1973. Due to this disability and mental health condition, Mr. Clark is qualified to have an emotional support animal under Section 504 of the Rehabilitation Act of 1973 and the Federal Fair Housing Amendments Act of 1988.

The available data indicates that Mr. Clark's emotional distress substantially limits one or more major life activities and is imposed by his emotional distress as defined by the DSM-5.

Due to this emotional disability, Mr. Clark has certain limitations related to social interactions, coping with stress, and anxiety. In order to help alleviate these difficulties, and to enhance his ability to function independently, I am prescribing the following list of emotional support animals that will assist Mr. Clark in coping with his disability. Mr. Clark assumes all responsibility for the training, safety, cleanliness, health and conduct of his animals at all times.

| <u>Species:</u> | <u>Weight Range:</u> | <u>Breed:</u> | <u>Name of Animal:</u> |
|-----------------|----------------------|---------------|------------------------|
| Dog             | 61 to 70 lbs.        | Mix           | Mcgregor               |
| Dog             | 61 to 70 lbs.        | Mix           | Mauve                  |

I am licensed in the State of Wisconsin #528-320.

Sincerely,



Laura Purdy, MD

Medical License Issued Date: 9/05/2019

To Whom This May Concern,

BrightStar Care Home Health Agency provides companionship, personal and skilled care to over 100 families in Waukesha County. We service the pediatric population through state and local organizations such as My Choice, The Katie Beckett Foundation and CLTS also known as Children's Long-Term Services through the County of Waukesha. We service the geriatric community through long term health policies and Medicare Advantage. We also service all ages in between with national accounts such as those who need infusions for those with complex medical comorbidities or are immunocompromised, participating in clinical trials along with teaching/training on medical equipment and or supplies. Groundbreaking nurse coverage with up to 24/7 with the ability to bring hospital ICU settings to people's homes by managing ventilators, complex wounds, g tube and TPN nutrition through IV access. We are proud to partner up with the VA Hospital and service our veterans with wound care, filling medication boxes, changing foley/suprapubic catheters, administering IV medications, teachings, personal cares, companionship, transportation and housekeeping. Providing respite care for families in need of a break from being caregivers to their loved ones. We have partnered up with several hospice companies to supplement cares for loved ones. We also have local contracts with memory care facilities, rehabilitation hospitals, assisted living as well as independent living apartments needing either 1:1 supervision or staffing. We are proud to say we are the only JACHO accredited home health care agency in the state. We take it upon ourselves to be scrutinized and regulated at a hospital level. Because we know our clients deserve the best care.

As the president of operations and nurse manager. These amazing dogs have provided emotional and mental support to many. I am proud to be able to provide emotional, physical and mental support to our clients that have done so much for our community and to those medically vulnerable. Mental stability goes hand in hand with physical and mentally healing. The ability to bring smiles, relief, comfort and a "get away" goes a long way. With COVID and other detrimental viruses, dogs are a great option for companionship, connection, and physical touch without the fear of getting ill. They assist with physical and occupational therapies with and without the client realizing it. And what is incredible is that each dog has their own personality, their own talents which caters to all. The training and time put into these much loved animals have surpasses the expectations and value they have had on others, immediate and long term. No other Home Health Agency can offer the services we do and that is why we are preferred, retained, recommended and a true asset to our community. The dogs are registered as emotional support dogs. For their registration numbers and approval letters by a board certified medical doctor please contact me directly at 262-225-7452. Or my work line at 262-408-58723.

Warm Regards,

Jen Starke

President of Operations and Nurse Manager

JNMJ LLC dba BrightStar Care of Greater Waukesha and Lake Country

N27 W23597 Paul Road, Suite 100, Pewaukee, WI 53072

P [262-408-5873](tel:262-408-5873) | F [262-200-7027](tel:262-200-7027)

[jen.starke@brightstarcare.com](mailto:jen.starke@brightstarcare.com) | [www.brightstarcare.com/greater-waukesha](http://www.brightstarcare.com/greater-waukesha)

Everyone **GROWS** when we...



THE JOINT COMMISSION

Enterprise  
Champion  
for Quality

AWARDEE

2013-2019



Setting the Industry Standard by Improving Lives and Creating Peace of Mind

1 VILLAGE OF HARTLAND  
2 ORDINANCE NO. \_\_\_\_\_  
3

4 AN ORDINANCE TO AMEND THE VILLAGE OF HARTLAND MUNICIPAL CODE PERTAINING TO SIGNS  
5

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

8 **Section 1:** ARTICLE VII - SIGNS of the Village of Hartland Municipal Code of Ordinances is hereby  
9 amended with deletions shown with an ~~overstrike~~ and additions shown with an underline or replaced  
10 with the following:

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11 **Sec. 46-976. - Purpose of article.**

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12 ~~The intent of this article is to provide for and regulate the location and safe construction of signs to~~  
13 ~~ensure that signs are compatible with surrounding lands uses, are well maintained, express the identity~~  
14 ~~of individual proprietors and the village as a whole, preserve and protect property value, do not distract~~  
15 ~~and endanger traffic safety and flow, do not result in an uncontrolled proliferation of signs, and preserve~~  
16 ~~the character and attractiveness of a neighborhood or the village.~~

17 In order promote and protect the legitimate interests of the Village, its residents, visitors, businesses,  
18 customers, pedestrians, motorists, passengers, property, and the public at large, the Village enacts this  
19 article in order to administer the construction, posting, portability, moving parts, maintenance, repair,  
20 size, material, location, duration, and any other physical elements and subject-neutral aspect of signs in  
21 the Village to the extent permitted under the First Amendment of the United States and Wisconsin  
22 Constitution.

23 The Village finds that this article is appropriate and reasonable to promote significant public purposes,  
24 including, but not limited to, health, safety, security, traffic control and flow, aesthetics, character,  
25 comprehensive zoning plan, property value and integrity, accessibility, commerce and trade, ordered  
26 liberty, quiet enjoyment, individual dignity, civility, and any other significant public purpose recognized  
27 and permitted to the Village.

28 The Village further intends that the enforcement of this article shall be consistent with the First  
29 Amendment to the U.S. constitution, the Wisconsin constitution and the compelling state interest in  
30 protecting the free flow of ideas.

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31 **Sec. 46-977. - ~~Permit required.~~ General Requirements Applicable to all Signs**

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32 Except as provided hereafter in this section 46-977 and section 46-979 , No sign shall, after the  
33 effective date of ~~the this~~ ordinance ~~amendment from which this chapter is derived~~, be located, erected,  
34 moved, reconstructed, extended, enlarged, converted or structurally altered without a sign permit in  
35 accordance with section 46-79 and in conformity with the provisions of this chapter ~~except those signs~~  
36 ~~excepted in section 46-978 and without being in conformity with the provisions of this chapter.~~ All signs

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37 requiring sign permits shall be subject to architectural board review and approval. All illuminated signs  
38 shall require a sign permit.

39 Regardless of zoning district, any and all signs located, erected, moved, reconstructed, extended,  
40 enlarged, converted or structurally altered shall, at all times, be safe, free from hazard or defective  
41 condition, regularly monitored and repaired when needed, well-maintained, clearly lettered in an  
42 orderly and intelligible fashion, properly-engineered and constructed, of regular and finished shape, size  
43 and condition, securely anchored, of appearance that is aesthetically consistent with the appearance,  
44 character, and existing land use of the district, location, and neighborhood. This section shall be  
45 interpreted to the fullest extent permitted by the United States and Wisconsin constitutions.

46 Non-conforming signs, whether subject to permit requirements or not, shall be subject to removal and  
47 forfeiture by the Village in accordance with Sec. 46-18.

48 **Sec. 46-978. –Signs permitted in all districts without a sign permit Signs that do not need a permit.**

49 The following signs are permitted in all zoning districts without a permit, subject to the following time,  
50 place, and manner regulations. All other signs shall require a permit as provided in this article:

51 (1) Real estate sale or rental sign (temporary)–One real estate sign per premises or street  
52 frontage, lot or parcel whichever is greater but no more than two signs, which advertise the sale, rental  
53 or lease of the premises upon which it is located, provided that the sign area on each visible side does  
54 not exceed eight-thirty-two (32) square feet for residential zoning districts or 35 square feet for  
55 business, manufacturing or institutional districts, and is not illuminated, or located in the public right-of-  
56 way.-

57 (2) Personal name and warning signs. Personal name and warning signs not to exceed a sign  
58 area of two square feet located on the premises. Such signs shall not be illuminated.

59 (2)(3) Identification signs. Names of buildings and date of erection when cut into any  
60 masonry surface or when constructed of metal and affixed flat against a structure or when constructed  
61 out of a single or combination of materials, one non-illuminated sign per lot or parcel, not to exceed 35  
62 square feet on each visible side for business, manufacturing or institutional districts.

63 (4) Official governmental signs. Official governmental signs such as traffic control, parking  
64 restrictions, and public information and notices, without limitation as to size or number, whether or not  
65 illuminated in any district, or located in the public right-of-way.

66 (5) Temporary signs. Temporary signs, only on private property, for a period not to exceed 30  
67 days per special event or activity with signage.

68 (6)(54) Election campaign sign Within 30 calendar days prior to any local, state or federal  
69 election for public office, one additional non-illuminated sign shall be permitted per lot or premises or  
70 street frontage, provided that:–Election campaign signs provided that consent shall be obtained from  
71 the property owner, renter or lessee. Such signs shall comply with the following requirements:

72 a. Sign area per campaign sign Sign area on any visible side shall not exceed 35 square feet  
73 in any nonresidential zoning districts.

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74 b.        Sign area on any visible side ~~per campaign sign~~ shall not exceed ~~46-32~~ square feet in any  
75 residential zoning districts unless the sign is affixed to a permanent structure and does not extend  
76 beyond the perimeter of the structure nor obstruct a window, door, fire escape, ventilation shaft or  
77 other area which is required by the Municipal Building Code to remain unobstructed.

78 c.        The additional sign permitted by this subsection (54) must be taken down within fifteen  
79 (15) calendar days following the election regardless of zoning district or whether it is affixed to a  
80 permanent structure.

82 **Sec. 46-980. - Signs permitted in all business, manufacturing and quarrying/extractive districts with a**  
83 **sign permit.**

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84 Signs are permitted in all business, manufacturing and quarrying/extractive districts, subject to the  
85 following time, place, and manner restrictions:

86 (1) On-premises wall and fascia signs. On-premises wall and fascia signs placed against the  
87 exterior walls of buildings shall not extend more than 12 inches outside of the building's wall surface.  
88 The total area of copy of wall or fascia signs for any one business, manufacturing or quarrying/extractive  
89 establishment shall not exceed one square foot per lineal foot of building frontage occupied by the  
90 establishment. Wall and fascia signs above the first story or the second floor window sill, whichever is  
91 higher, are prohibited. Such signs shall not be internally illuminated, except in the B-1, B-2 and M-1  
92 districts, however all such signs may be externally illuminated.

93 (2) On-premises projecting signs. On-premises projecting signs fastened to, suspended from  
94 or supported by structures attached to buildings shall not exceed a sign area of twelve (12) square feet  
95 for each business or manufacturing establishment on premises containing no more than two such  
96 establishments.

97 A premise having three or more business or manufacturing establishments shall submit a sign  
98 plan for architectural board review and approval to determine the number, size and location of  
99 projecting signs that may be allowed, including potentially providing only one projecting sign which may  
100 be of a size and shape commonly used to provide information about ~~collectively advertise or identify~~ the  
101 businesses, persons, activities, goods, products or services located on the premises.

102 All on-premises projecting signs shall not extend more than four feet from the building; shall not  
103 extend more than three feet into any public right-of-way; shall not exceed a height of 20 feet above the  
104 adjacent mean centerline street grade or extend beyond the height of the roofline or above the top of  
105 the second floor window, whichever is lower; and not overhanging any public right-of-way including any  
106 sidewalk or pedestrian pathway, driveway or alley therein; and shall not be less than ten (10) feet above  
107 a sidewalk nor fifteen (15) feet above a driveway or an alley.

108 The architectural board may grant up to two feet of exception to the minimum height  
109 requirement above a sidewalk, pedestrian pathway, driveway or alley. Such signs shall not be internally  
110 illuminated, but may be externally illuminated.

111 (3) On-premises awning, canopy and marquee signs. On-premises awning, canopy and  
112 marquee signs shall be affixed flat to the surface of an awning, canopy or marquee; shall not extend

113 vertically or horizontally beyond the limits or edges of said awning, canopy or marquee; shall not exceed  
114 a sign area of 35 square feet; shall not extend ~~more than three feet~~ into any public right-of-way; shall  
115 not exceed a height beyond the first story or the second floor window sill, whichever is higher; and ~~if not~~  
116 ~~overhanging any public right-of-way~~, shall not be less than ten feet above a sidewalk ~~or pedestrian~~  
117 ~~pathway~~, nor 15 feet above a driveway or an alley.

118 The architectural board may grant up to two feet of exception to the minimum height  
119 requirement above a sidewalk ~~or pedestrian pathway~~. A ~~name~~ sign ~~of the size and shape typically used~~  
120 ~~to reflect the name of a commercial entity in any business, manufacturing or institutional district~~ not  
121 exceeding two square feet in sign area located immediately in front of the entrance to an establishment  
122 may be suspended from an awning, canopy or marquee provided that the name sign shall be at least  
123 eight feet above a sidewalk ~~but shall not overhang any public right-of-way that includes any sidewalk or~~  
124 ~~pedestrian pathway, driveway or alley~~. Such signs shall not be internally illuminated, but may be  
125 externally illuminated.

126 (4) On-premises monument ground signs. ~~On-premises signs constructed and located in the~~  
127 ~~manner of ground monument signs~~ ~~Monument signs~~ shall not exceed eight feet in height; shall be set  
128 back at least 15 feet from front, side or rear lot lines for the district in which it is located, except the B-3  
129 district; and shall not exceed a sign area of 35 square feet. Only one sign may be permitted for any one  
130 premise unless section 46-980(10) applies. Such signs shall not be internally illuminated, but may be  
131 externally illuminated.

132 (5) On- ~~and off~~ premises pole or pylon signs. ~~On-premises P~~ pole or pylon signs may only be  
133 allowed in B-1, B-2 and B-3 districts on a case-by-case basis as determined by the architectural board  
134 based on physical site limitations, visual ~~or illumination restrictions impact~~ and other limiting factors  
135 ~~such as compatibility with and disturbance of surrounding properties and zoning districts including the~~  
136 ~~dissemination of light pollution~~. Such signs shall not exceed a sign area of 35 square feet; shall not  
137 exceed 20 feet in height above the base of the sign location ~~or the adjacent mean centerline street~~  
138 ~~grade only if the sign location is below the street grade, whichever is higher~~; shall meet the side and rear  
139 yard requirements of the district in which they are located; and shall have a minimum street yard  
140 requirement of 15 feet in all districts, with the exception of signs in the B-3 district which shall have no  
141 minimum street yard requirement. The illumination of such signs shall be subject to review and approval  
142 by the architectural board.

143 (6) On- ~~and off~~ premises driveway ingress/egress and direction signs. ~~On-premises~~  
144 ~~incidental accessory s~~ signs ~~of a size, shape, and construction typically used~~ ~~such as those~~ to identify  
145 parking lot entrances and exits or to direct customers, for example, to drive-in or drive-through services  
146 may be placed on the premises provided that no such signs are placed in the public street right-of-way  
147 ~~unless approved by the architectural board~~; and no sign area shall exceed four square feet per sign.

148 (7) On-premises window signs. On-premises window signs, except for painted signs or  
149 decals, shall be placed only on the inside of buildings, shall not exceed 25 percent of the glass area of  
150 the pane upon which the sign is displayed, and shall not be placed on glass doors or window areas that  
151 will impede pedestrian safety or prohibit view by ~~police~~ ~~law enforcement personnel~~.

152 (8) ~~On-premises S~~ ~~permanent signs~~ ~~special real estate development monument signs~~  
153 ~~(permanent)~~. ~~Special real estate development monument signs (permanent) located at entrances or~~

154 ~~along streets or highways which designate a particular development and which only include the name of~~  
155 ~~the development; provided that s~~Such sign area shall not exceed 35 square feet; provided that such  
156 signs shall be at least 15 feet from the outer edge of the highway or street right-of-way; and further  
157 provided that such signs shall be constructed and properly maintained so as to be aesthetically pleasing  
158 to the surrounding ~~development~~properties and districts. Such signs shall not be internally illuminated,  
159 but may be externally illuminated.

160 (9) ~~On-premises Stemporary signs. pecial real estate development signs (temporary~~  
161 ~~promotional signs; does not include for sale or rental signs, which are regulated by section 47-978(1)).~~  
162 ~~Special real estate development signs (temporary) for the purpose of directing attention to the opening~~  
163 ~~and location of a new building or a new business or manufacturing development, provided that s~~Such  
164 signs shall not exceed a sign area of 35 square feet; and further provided that such signs shall be at least  
165 five feet from the outer edge of the street right-of-way. Sign permits for such signs may be issued for a  
166 period not to exceed six months, but may be renewed once prior to expiration ~~at for an \$~~additional  
167 fee charge.

168 (10) Combinations. Combinations of any of the above signs shall meet all the each  
169 ~~requirements~~ or restriction for that type of individual sign.

170 (11) The total number of signs permitted on any premise under this Sections shall be limited  
171 as follows:

172 a. Up to two ~~advertising signs may be permitted per on-premises signs per~~  
173 ~~premise, but no more than one freestanding sign unless approved by the architectural board.~~  
174 Owners may elect for them to be any combination of wall, fascia, awning, canopy, projecting,  
175 monument or pole/pylon signs, if a pole/pylon sign is permitted in accordance with section 46-  
176 980(5), not exceeding a total of two (2).

177 For premises containing two or more individual business or manufacturing  
178 establishments, in lieu of separate signs for multiple individual business or manufacturing  
179 establishments on a premise, one sign having a total sign area not exceeding 100 square feet  
180 may be permitted ~~to collectively advertise or identify the business or manufacturing~~  
181 ~~establishments, persons, activities, goods, projects or services on the premises~~. Further, for  
182 premises containing two or more individual businesses or manufacturing establishments, the  
183 architectural board shall have the authority to vary from this Code to determine the type,  
184 number, size, height, and location of such signs where appropriate to further any legitimate  
185 public purpose and provided that the applicant presents substantial evidence to enable the  
186 architectural board to make the same findings as are required of the Board of Appeals by  
187 section 46-127.

188 b. Multi-tenant buildings may provide a sign of the size and shape typically used  
189 for a tenant directory near the an entryway ~~as one of the two signs permitted in addition to the~~  
190 ~~two on-premises signs.~~

191 c. Separate individual projecting, wall, fascia, awning or canopy signs may be  
192 allowed for each tenant in a shopping center or business complex subject to review and  
193 approval by the architectural board of an overall coordinated sign plan for the shopping center

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194 or business complex. The size of signs approved in this manner shall be calculated using the  
195 width of the business unit frontage or bay occupied by each tenant and shall not exceed one  
196 square foot per lineal foot of building frontage occupied by the business unit.

197 d. Large developments with one or more buildings totaling a floor area of 25,000  
198 square feet or greater with multiple arterial street frontages may have an additional monument-  
199 style sign typically used to identify the development, upon architectural board review and  
200 approval where appropriate to further any legitimate public purpose and provided that the  
201 applicant presents substantial evidence to enable the architectural board to make the findings  
202 required of the Board of Appeals by section 46-127.

203 e. The size, height, construction and design used to indicate the price for gasoline,  
204 diesel or alternative fuel or consumer sales shall be limited to one sign per business site upon  
205 architectural board review and approval where appropriate to further any legitimate public  
206 purpose and also taking into account sign regulations applicable to zoning districts adjacent to  
207 the business site and provided that the applicant presents substantial evidence to enable the  
208 architectural board to make the findings required of the Board of Appeals by section 46-127.

209 f. Changeable copy reader boards may be incorporated in a sign upon  
210 architectural board review and approval without reducing the allowable size of the wall,  
211 monument or pole/pylon sign, if the latter is permitted in accordance with section 46-980(5);  
212 however, such reader boards shall not exceed 20 square feet in sign area. vBR recommends  
213 consideration of illumination restriction/standards in this section.]

214  
215 **MOVE TO PRECEDE SEC. 46-980-with track changes → Sec. 46-979. - Signs permitted in residential**  
216 **districts with a sign permit.**

217 Any sign in a residential zone that exceeds the limits set forth in 46-978 shall require a permit. Permits  
218 may be granted provided that the sign complies with the following:

219 (a) ~~Special real estate development monument signs (permanent). Special real estate~~  
220 ~~development monument signs (permanent) are located at~~ Signs located at or around entrances or along  
221 ~~streets or highways, which designate a~~ particular development, and which only include the name of  
222 ~~the development; provided that such signs shall~~ not exceed 35 square feet; provided that such  
223 signs shall be at least 15 feet from the edge of the street pavement; and further provided that such signs  
224 shall be constructed and properly maintained so as to be aesthetically pleasing consistent with the  
225 existing character of the surrounding development. Such signs shall not be internally illuminated, but  
226 may be externally illuminated.

227 (b) ~~Special real estate development signs (temporary promotional signs; does not include~~  
228 ~~for sale or rental signs, which are regulated by section 46-978(1)). Special real estate development~~ Any  
229 signs (temporary) for the purpose of directing attention to the opening and location of a new building  
230 ~~or in the immediate area of~~ a new residential subdivision or development, provided that such signs shall  
231 not exceed a sign area of 35 square feet; and further provided that such signs and shall be at least five  
232 feet from the outer edge of the street right-of-way. Sign permits for such signs may be issued for a  
233 period not to exceed six months, but may be renewed prior to expiration at ~~no~~ an additional fee charge.

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234 (c) For any premises used consistent with a "home occupation" or "professional home  
235 office" as defined by Section 46-1, and for so long as such premises is used as such: ~~Home occupation~~  
236 ~~signs and professional home office signs.~~

237 ~~(1) Applicants for these types of signs must meet the definition of the terms "home occupation"~~  
238 ~~and "professional home offices" found in section 46-1.~~

239 (21) The sign ~~will does~~ not exceed an area of two square feet.

240 (32) The sign ~~must be is~~ a wall sign that is attached to a residence.

241 (43) The sign ~~must be is~~ non-illuminated.

242 (54) Only one sign per premises ~~is shall be~~ allowed ~~where such premises satisfied the~~  
243 ~~"home occupation" or "professional home office" criteria of Section 46-1.~~

244 (d) ~~Signs located On-~~premises ~~in the immediate area of the~~ driveway ingress/egress ~~and~~  
245 ~~direction signs to the property. Incidental accessory signs such as those to identify parking lot entrances~~  
246 ~~and exits, or to direct or instruct tenants or customers may be placed on the premise provided that no~~  
247 ~~such signs are shall not be~~ located in the public street right-of-way ~~unless approved by the architectural~~  
248 ~~board; and no ingress/egress or direction sign area shall not shall~~ exceed four square feet per sign.

249 **Sec. 46-981. - Signs permitted in all institutional and park and recreation districts with a sign**  
250 **permit.**

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251 The following are permitted in the I-1 and P-1 districts with a sign permit, subject to the  
252 following:

253 ~~(1) Score boards~~ Signs of a manufacture, design and size sufficient and in a manner so as to  
254 ~~be updated in real time so as to convey information to spectators and participants at sporting events~~  
255 ~~taking place without commercial logos or advertisements at schools and in parks parks are allowed in~~  
256 ~~such districts and do not require a sign permit.~~

257 (1) ~~Private~~ (2) ~~Signs at the entrance of and within any private or public institutional,~~  
258 ~~park and recreation park or recreational areas of such size, shape, location and design~~  
259 ~~customarily placed in such locations where compatible with adjacent land uses and~~  
260 ~~character of the neighborhood from aesthetic standpoint as well as adjoining zoning~~  
261 ~~districts. name signs.~~

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262 (2) ~~Public institutional, park and recreation name signs.~~

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263 (3) ~~(3)~~ Changeable copy reader boards may be incorporated in signs in the I-1 district.

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264 (4) ~~Design and location of institutional and park and recreational signs shall be approved~~  
265 ~~based on the compatibility of such signs with adjacent land uses and the character of the~~  
266 ~~neighborhood.~~

267 **Sec. 46-982. - Searchlights.**

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268 Searchlights may not be used in the village without a permit. The village board may permit the  
269 temporary use of a searchlight ~~for advertising purposes~~ in any district, provided that the searchlight will

270 not be located in any public right-of-way, will not be located closer than ten feet to an adjacent  
271 property, and will not cause a hazard to traffic or adjoining properties. Searchlight permits shall not be  
272 granted for a period of more than five days in any six-month period and may be revoked at any time. No  
273 permit shall be required by any federal, state or local government to operate a searchlight in the village  
274 for official business where used by public officials in furtherance of governmental duties and functions.

275 **Sec. 46-983. - Prohibited signs.**

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276 The following signs are prohibited unless and to the extent specifically set forth below.

277 (1) Outdoor off-premises signs, including billboards, are prohibited, unless specifically  
278 authorized by this article. ~~with the following exceptions: official signs; temporary rummage and garage~~  
279 ~~sale signs; pole or pylon signs allowed in accordance with section 46-980(5); driveway ingress/egress~~  
280 ~~and direction signs allowed in accordance with section 46-980(6); and signs located near village~~  
281 ~~boundaries identifying civic or other nonprofit community service organizations located within the~~  
282 ~~village.~~

283 (2) Abandoned signs ~~that advertise an activity, business project or service no longer~~  
284 ~~conducted or available on the premises on which the sign is located.~~ See Per section 46-989.

285 (3) ~~Advertising vehicles or trailers which have attached to or located thereon any sign or~~  
286 ~~device for the purpose of advertising a business, product or service or for directing people to a business~~  
287 ~~or activity. No person shall park any such~~ No vehicle or trailer shall be parked or otherwise used so as to  
288 function as a fixed or moving sign on a public right-of-way, on public property, or on private property so  
289 as to be visible from a public right-of-way in any location in the village. This provision is not intended to  
290 prohibit incidental vehicular signs that are customarily attached, lettered or painted on a vehicle or  
291 trailer that identifies the ownership or function of the vehicle otherwise lawful or legally mandated  
292 license plates, bumper stickers, decals, logos, or hood ornament.

293 (4) Signs ~~that advertise activities that are prohibited by or which incite conduct which is~~ are  
294 unlawful or contrary to ~~illegal under~~ village, Waukesha County, state, or federal laws or regulations. This  
295 provision is not intended to prohibit or discourage any speech or other conduct or matter which is  
296 protected by the First Amendment to the U.S. Constitution.

297 (5) ~~Signs which bear or contain statements, words or pictures of obscene or pornographic~~  
298 ~~subjects~~ Signs that depicting any content or matters defined as obscene within the meaning of Wis. Stat.  
299 944.21.

300 (6) Other certain on-premises signs as follows:

- 301 a. Roof signs erected on the roof or over the roofline of a building.
- 302 b. Billboards.
- 303 c. Pole and pylon signs except those allowed in accordance with section 46-980(5).
- 304 d. Portable trailer signs.
- 305 e. Signs painted on, attached or affixed to trees, tree stumps, or other living  
306 vegetation, plants and vegetation.

307 f. [See-Per](#) section 46-984 ~~below for identifying~~ additional types of prohibited signs.

308

309 **Sec. 46-984. - Lighting and color.**

310 Signs shall not resemble, imitate or approximate the shape, size, form or color of railroad or traffic signs,  
311 signals or devices. Signs shall not obstruct or interfere with the effectiveness of railroad or traffic signs,  
312 signals or devices. Signs shall not be erected, relocated or maintained so as to prevent free ingress to or  
313 egress from any door, window or fire escape; and no sign shall be attached to a standpipe or fire escape.

314 Signs shall not be placed in such a way as to cause or result in glare or impair driver visibility upon public  
315 ways. Other than public traffic control signs, signs shall not have elements that are flashing, scintillating,  
316 blinking, moving, rotating or pulsating.

317 Signs that include electronic message boards and those that give cyclical time and temperature  
318 information shall not be considered flashing or pulsating signs.

319 Bare light bulbs are not permitted. All illuminated signs shall meet the illumination standards set forth in  
320 section 46-955. Signs in residential districts shall not be internally illuminated.

321

322 **Sec. 46-985. - Traffic visibility.**

323 No sign shall be placed so as to obstruct or interfere with traffic visibility.

324

325 **Sec. 46-986. - Landscaping.**

326 All permanent freestanding signs, except in the B-3 district when space is limited, shall be set in a  
327 landscaped base of appropriate size to contain flowers, groundcover, ornamental grasses, shrubs and/or  
328 other base plantings, except turf grass, that will enhance and complement the sign in a manner  
329 consistent with the aesthetic standards of the location. The landscape area shall be at least six feet wide  
330 with a length of at least 1.5 times the overall length of the sign face or sign structure, whichever is  
331 longer.

332 **Sec. 46-987. - Construction and maintenance standards**

333 (a)

334 *Wind pressure and dead load requirements.* All signs and other advertising structures shall be designed  
335 and constructed to withstand wind pressure of not less than 40 pounds per square foot of area; and,  
336 shall be constructed to receive dead loads as required in the Building Code or other ordinance.

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337 (b)

338 *Protection of the public.* The temporary occupancy of a sidewalk or street or other public property  
339 during construction, removal, repair, alteration or maintenance of a sign is permitted, provided that  
340 the space occupied is roped off, fenced off or otherwise isolated.

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341 (c)

342 *Maintenance standards.*

343 (1)

344 The owner of any sign shall keep it in good maintenance and repair which includes restoring, repainting  
345 or replacement of a worn or damaged legally existing sign to its original condition; and, shall maintain  
346 the premises on which the sign is erected in a clean, sanitary and inoffensive condition, free and clear of  
347 all obnoxious substances, rubbish, weeds and grass. Restoration or painting which changes the name,  
348 size or location of a sign will require a new sign permit.

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349 (2)

350 The sign owner shall be required to have all parts and supports of sign properly treated as directed by  
351 the building inspector to prevent rust and deterioration.

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352 (3)

353 The sign owner and/or property owner shall be responsible for the maintenance of the sign.

354 (d)

355 *Supporting members or braces.* Supporting members or braces of all signs shall be constructed of  
356 galvanized iron, properly treated steel, copper, brass or other substantial material. All projecting signs,  
357 if placed at a right or other angle to the wall or roof of any building, shall be attached by such  
358 noncorrosive metal bolts, anchors, cable or other metal attachments as shall ensure permanent and  
359 safe construction and shall be maintained free from rust and other defects. Every means or device used  
360 for attaching any sign shall extend through the walls or roof of the building should the building  
361 inspector determine that the safe and permanent support of such sign so requires and shall be securely  
362 anchored by wall plates and nuts to the inside of the walls or to bearings on the underside of two or  
363 more roof or ceiling joists in accordance with instructions given by the building inspector. Small  
364 flat signs containing less than ten feet of area may be attached to a building by the use of lag bolts or  
365 other means to the satisfaction of the building inspector.

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366 (e)

367 *No signs.* No signs or part of a sign, or sign anchors, braces or guide rods, shall be attached, fastened or  
368 anchored to any fire escape, fire ladder or standpipe, and no such sign or any part of any such sign or  
369 any anchor, brace or guide rod shall be erected, put up or maintained so as to hinder or prevent ingress  
370 or egress through such door, doorway or window, or so as to hinder or prevent the raising or placing of  
371 ladders against such building by the fire department as necessity therefore may require.

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372 (f)

373 *Wiring.* Overhead electrical wiring is prohibited except in the B-3 district.

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374 **Sec. 46-988. - Existing nonconforming signs.**

375 Signs lawfully existing on the effective date of ~~the this~~ ordinance ~~amendment from which this chapter is~~  
376 ~~derived~~ may be continued although the size or location does not conform to this chapter. Such signs

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377 shall be deemed nonconforming uses or structures, and the provisions of section 46-18<sup>1</sup> shall apply.  
378 When a business or other use changes, thereby requiring a new sign ~~message~~, the sign shall be brought  
379 into conformance with the provisions of this chapter, including application for a sign permit if required.

<sup>1</sup>Sec. 46-18. - *Nonconforming uses, structures and lots.*

(a) Existing nonconforming uses and structures. The lawful nonconforming use of a structure, land or water existing at the time of the adoption or amendment of the ordinance from which this chapter is derived may be continued although the use does not conform with the provisions of this chapter; however:

(1) Only that portion of the land or water in actual use may be so continued and the nonconforming use may not be extended, enlarged, substituted or moved, except when required to do so by law or order or so as to comply with the provisions of this chapter.

(2) Total lifetime structural repairs or alterations to a nonconforming structure shall not exceed 50 percent of the municipality's equalized assessed value of the structure at the time it became a nonconforming structure unless section 46-18(b) applies or it is permanently changed to conform to the provisions of this chapter. Ordinary maintenance repairs are not considered structural repairs, modifications or additions. Some examples of ordinary maintenance repairs include painting, caulking and decorating; and the repair or replacement of doors, windows, utilities, and sewage and water supply systems.

(3) Substitution of new equipment may be permitted by the board of appeals if such equipment will reduce the incompatibility of the nonconforming use or structure with the neighboring uses.

(b) Abolishment or replacement. If such nonconforming use is discontinued or terminated for a period of 12 months, any future use of the structure, land or water, shall conform to the provisions of this chapter. When a nonconforming use or a structure with a nonconforming use is damaged by fire, explosion, flood, the public enemy or other calamity to the extent of more than 50 percent of its equalized assessed value, it shall not be restored except so as to comply with the use provisions of this chapter. Existing nonconforming structures with a conforming use which are damaged or destroyed by fire, explosion, flood or other calamity shall, when reconstructed, conform to the established setback lines along streets and the yard, height, parking, loading, and access provisions of this chapter. If a nonconforming structure with a conforming use was damaged or destroyed after March 1, 2006, by violent wind, vandalism, fire, flood, ice, snow, mold or infestation, such structure may be restored to the size, location, and use that it had immediately before the damage or destruction occurred in accordance with Wis. Stats. §§ 61.351(5m) and 62.23(7)(hc). In addition, no limits may be imposed on the costs of the repair, reconstruction or improvement of said structure. A file of all nonconforming uses and structures shall be maintained by the building inspector listing the following: owner's name and address; use of the structure, land or water; and assessed value at the time of it becoming a nonconforming use or structure.

(c) Existing nonconforming structures. The lawful nonconforming structure existing at the time of the adoption or amendment of the ordinance from which this chapter is derived may be continued although its size or location does not conform with the lot width, lot area, yard, height, parking and loading, and access provisions of this chapter. However, it shall not be extended, enlarged, reconstructed, moved or structurally altered except when required to do so by law or order or so as to comply with the provisions of this chapter.

(d) Floodplain nonconforming uses and structures. Floodplain nonconforming uses and structures that are to be repaired or altered shall comply with division 5 of article X of this chapter.

(e) Wetland nonconforming uses. Notwithstanding Wis. Stats. § 62.23(7)(h) and (hc), the repair, reconstruction, renovating, remodeling or expansion of a legal nonconforming structure, or any environmental control facility related to a legal nonconforming structure, located in the C-1 lowland conservancy district and in existence at the time of adoption or subsequent amendment of the ordinance from which this chapter is derived is permitted pursuant to Wis. Stats. § 61.351(5) and (5m).

(f) Changes and substitutions. Once a nonconforming use has been changed to a conforming use or a substandard structure has been changed to conform, it shall not revert back to a nonconforming use or structure. Once the board of zoning appeals has permitted the substitution of a more restrictive nonconforming use for an existing nonconforming use, the substituted use shall lose its status as a legal nonconforming use and become subject to all the conditions required by the zoning board of appeals.

380 Sec. 46-989. - Abandoned signs.

381 All signs shall be removed by the owner or lessee of the premises upon which a sign is located when  
382 the business it advertises is no longer being conducted, or the building, or any portion thereof, is  
383 dilapidated or beyond repair under the provisions of Wis. Stats. § 66.0413. If the owner or lessee fails  
384 to remove the sign, the building inspector shall give the owner 30 days' written notice to remove such  
385 sign. Upon failure to comply with this notice, the village may initiate appropriate punitive action.

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386 Sec. 46-990. - Measuring signs.

387 In calculating the area of a sign to determine whether it meets the requirements of this chapter, the  
388 building inspector shall include the sign copy and any border or frame surrounding that copy.  
389 Supporting structural members of a sign shall be excluded from the area calculation. If the sign consists  
390 of more than one section or module, all areas will be totaled. Any irregular shaped sign area shall be  
391 computed using the actual sign face surface. In the case of individual letters and numbers, the area of  
392 the copy will be squared off and used.

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393  
394 The sign height shall be the vertical distance measured from the grade at the base of the sign structure  
395 to the highest point of such sign or sign structure. In the case where a sign is to be located in a raised  
396 plant bed (planter) or on a berm, the grade shall be determined by the average of the grades measured  
397 at the base of the planter or the toes of the slope at the front and back of the berm.

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398

399 **Secs. 46-991—46-1030. - Reserved.**

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400 **Section 3:** If any section, sentence, clause, phrase or portion of this ordinance is for any reason  
401 held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a  
402 separate, distinct and independent provision, and such holding shall not affect the validity of the  
403 remainder of such ordinance.

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404

405 **Section 4:** This Ordinance shall take effect and be in full force after adoption and proper  
406 publication.

407 Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

408

409 VILLAGE OF HARTLAND

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

(g) Nonconforming characteristics of residential structures. Residential structures which encroach upon the yard requirements of this chapter, but which met yard requirements at the time of construction, may be structurally altered, provided that they do not create a greater degree of encroachment.

(h) Existing nonconforming (substandard) lots. See section 46-926(g).

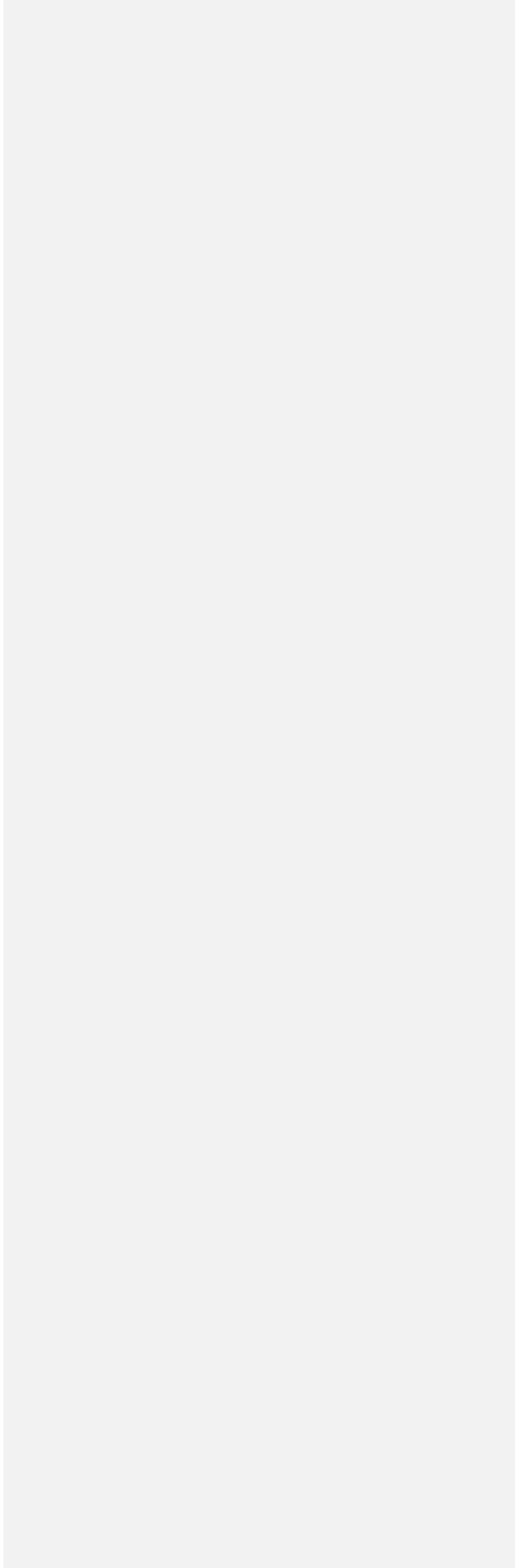
TRACK DRAFT: 2/15/23  
von Briesen & Roper, s.c.

411 Jeffrey Pfannerstill, Village President

412 ATTEST:

413 \_\_\_\_\_

414 Darlene Igl, MMC, WCPC, Village Clerk





**Village of Hartland**

**Administration**

210 Cottonwood Ave, Hartland, WI 53029

[www.villageofhartland.com](http://www.villageofhartland.com)

|   |                                    |
|---|------------------------------------|
| <b>Committee:</b><br>Village Board  | <b>Date:</b> February 22, 2023     |
| <b>Village Board Item Number:</b>   | <b>Date:</b> February 27, 2023     |
| <b>Submitted By:</b> Sara Rennekamp, Recreation Director  | <b>Presenter:</b> Erin Guentenberg |
| <b>Subject:</b><br>Consideration of a motion to affirm the Park and Recreation Board approval of the use of Nixon Park for Hartland Kids' Day, Lake Country Family Fun, on July 26, 2023.   |                                    |
| <b>Details:</b><br>Included in the Park Board packet is a schedule of activities that will be held on July 26, 2023, the special event permit application, Food Vender permit applications, and the park reservation application forms. |                                    |
| <b>Executive Recommendation:</b><br>Staff recommends approval of this event.  |                                    |
| <b>Financial Remarks:</b><br>Lake Country Family Fun has paid all but two of the vendor fees of applications that have been submitted.  |                                    |
| <b>Options &amp; Alternatives:</b><br>None at this time.  |                                    |



210 Cottonwood Avenue  
 Hartland WI 53029  
 262-367-2714 FAX: 262-367-2430  
[www.villageofhartland.com](http://www.villageofhartland.com)

fees pd recpt # 214676 \$175  
 total \$1255

### SPECIAL EVENT PERMIT APPLICATION

|                  |       |      |         |
|------------------|-------|------|---------|
| Permit approved  |       | Date |         |
| Permit fees paid | \$175 | Date | 1-27-23 |
| 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<br>Lake Country Family Fun (LCFF, LLC)  |  |                                       |             |   |
| Street Address<br>PO Box 596   |  | City<br>Okauchee                      | State<br>WI | Zip<br>53069  |
| Phone Number<br>920-390-0263   |  | Are you a 501(c)3 Organization?<br>NO |             | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Event Contact Person (First & Last Name)<br>Erin Guentherberg  |  |                                       |             |   |
| Address<br>PO Box 596  |  | City<br>Okauchee                      | State<br>WI | Zip<br>53069  |
| Email<br>hartlandkidsday@gmail.com   |  | Phone Number                          |             | Day of Event Phone Number<br>920-390-0263                     |
| 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<br>Hartland Kids Day   | Date(s) of Event<br>Wednesday, July 26, 2023 |
| Event Start Time<br>9 am team set up   | Event End Time<br>2 pm clean up until 3:30   |
| Location of the Event*<br>Nixon Park   |  |
| Will your event take place in a Village of Hartland Park?<br><input checked="" type="radio"/> Yes <input type="radio"/> No   |  |
| You <b>MUST</b> 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. |  |
| *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.              |  |

**OTHER INFORMATION**

Generally describe your event and its purpose  
 HKD is the biggest family-centered event in Hartland. It's the 11th annual event that brings together community members in a fun, free, interactive day. See more at lakecountryfamilyfun.com/hartland-kids-day

|  |  |                                     |
|--|--|-------------------------------------|
| Estimated Number of Participants<br><del>21000</del> 500   | Spectators<br>2000                                     | Vendors<br>80-100                   |
| Will alcohol be sold/served? <i>If yes, liquor and bartender licenses are necessary under separate application.</i>  | <input type="radio"/> Yes                              | <input checked="" type="radio"/> No |
| Will you be selling/serving food?  | <input checked="" type="radio"/> Yes                   | <input type="radio"/> No            |
| Will you have food trucks? <i>If yes, you will need to obtain Outside Food Vendor Permits under separate application.</i>  | <input checked="" type="radio"/> Yes                   | <input type="radio"/> No            |
| If yes, how many food trucks will be at the event?   | 5-7  |                                     |
| Will you be selling merchandise? <i>If yes, you will need to obtain a Solicitor's Permit under separate application.</i>   | <input type="radio"/> Yes                              | <input checked="" type="radio"/> No |
| Does the event involve fireworks? <i>If yes, you will need to obtain a Fireworks Permit under separate application.</i>  | <input type="radio"/> Yes                              | <input checked="" type="radio"/> No |
| Does the event involve amplified music?  | <input checked="" type="radio"/> Yes                   | <input type="radio"/> No            |
| If yes, will the amplified music be a:   | <input type="radio"/> Band                             | <input checked="" type="radio"/> DJ |
| Hours of amplified music:  | 5 (9am-2pm)  |                                     |
| <i>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.</i> |  |                                     |
| Is street closure requested?<br>Will request parking on East Park Ave to be restricted   | <input type="radio"/> Yes                              | <input checked="" type="radio"/> No |
| Hours of street closure:   | 10am-2:30pm  |                                     |
| Diagram for Street Closure Provided?   | <input checked="" type="radio"/> Yes                   | <input type="radio"/> No            |
| Will you need barricades provided by the Village for your event?   | <input checked="" type="radio"/> Yes                   | <input type="radio"/> No            |
| How many barricades needed for your event?   | 6  |                                     |
| "Road Closed" signs requested?   | <input type="radio"/> Yes                              | <input checked="" type="radio"/> No |
| Will you be erecting any tents, canopies or other temporary structure(s)? <i>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.</i>  | 10x10 canopies<br><input checked="" type="radio"/> Yes | <input type="radio"/> No            |
| Will you be providing portable restrooms and wash stations?  | <input checked="" type="radio"/> Yes                   | <input type="radio"/> 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?

On map.

To the east/south of the warming house in parking lot.

Will you provide parking for participants?

Yes

No

If yes, where will parking be available?

Shuttle service to and from park to Lake Country Lutheran high school. Volunteers will be supervising shuttle all day.

Will you provide a dumpster/clean-up services?

Yes

No

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

We will have a dumpster on site at park + empty garbages throughout the event. We have always left the park cleaner than we found it.

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?

currently on file

Yes

No

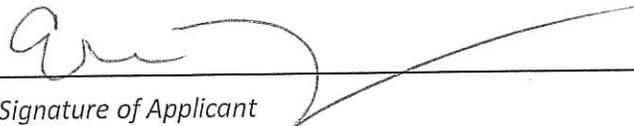
**DEPOSIT REQUIREMENTS**

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.

  
 \_\_\_\_\_  
 Signature of Applicant

1/10/2023  
 \_\_\_\_\_  
 Date

*For staff use only*

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

\_\_\_\_\_

Village Board approval, if necessary, on:

\_\_\_\_\_

Application forwarded to:

- Administrator
- Building Inspector
- Fire Chief
- Police Chief
- Public Works Director
- Rec Director

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

| DEPT.        | APPROVE | DENY | BY                   | REASON (if denied) |
|--------------|---------|------|----------------------|--------------------|
| Bldg. Insp.  |         |      |                      |                    |
| Fire         | ✓       |      | <i>MS</i>            |                    |
| Police       | ✓       |      | <i>Misko 1/31/23</i> |                    |
| Public Works | ✓       |      | <i>DZ</i>            |                    |
| Rec          | ✓       |      | <i>gmslap</i>        |                    |

*Fees*

|                             |                                  |                            |
|-----------------------------|----------------------------------|----------------------------|
| _____ Outside Food Vendors  | <u>\$75</u> Special Event Permit | <b>TOTAL FEES</b><br>_____ |
| _____ 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** \_\_\_\_\_

## VILLAGE OF HARTLAND FINE ARTS CENTER RESERVATION APPLICATION

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

Organization or Individual's Name: Lake Country Family Fun (LCFF, LLC)  
 Name of Person In Charge: Erin Guenterberg  
 Telephone Number:(Home) \_\_\_\_\_ (Work) 920-390-0263 (EMAIL) hartlandkidsday@gmail.com  
 Address: PO Box 596 Okanoches WI 53069  
Street/Mailing Zip Code  
 If Above Person Cannot Be Reached: Stephanie Cutler  
 Telephone Number:(Home) \_\_\_\_\_ (Work) 414-639-5707 (EMAIL) lakecountryfamilyfun@gmail.com  
 Address: 1431 Blazing Star Oconomowoc, WI 53066  
Street/Mailing Zip Code  
 Name of Group, Performer: Hartland Kids Day demonstrations + emcee  
 Description of Entertainment: DJ Booth w/ sound, dancing acts, theater, etc...  
 Is Sponsor Classified as Non-Profit: NO

Other Permits Required: Beer  Shelter  Other

Date Paid: \_\_\_\_\_ Fee Paid \_\_\_\_\_ Deposit Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_

| FEES   | Resident     | 0 - 50         | 51 - 100        | 101 - 200       | 201                     |                 |
|--|--------------|----------------|-----------------|-----------------|-------------------------|-----------------|
|  |              | \$80.00+ 4.00  | \$100.00 + 5.00 | \$125.00 + 6.25 | \$150.50 + 7.53         |                 |
|  | Non Resident | 0 - 50         | 51 - 100        | 101 - 200       | 201 +                   |                 |
|  |              | \$100.00+ 5.00 | \$130.00+ 6.25  | \$170.00 + 8.50 | <u>\$200.00 + 10.00</u> |                 |
| <b>Note: Deposit to be paid by all users</b> |              | 0-50           | 51-100          | 101-200         | 201-300                 | 300+            |
| <b>Refundable Deposit Amounts</b>            |              | \$50.00        | \$100.00        | \$200.00        | \$300.00                | <u>\$400.00</u> |

(Office Use Only)

| Permit Number _____                                       | Date of Use  | Time of Use | Resident/ Non-Resident | Estimated Attendance | Insurance Certificate Required as Determined by Village (y or n) | Electricity Needed (y or n) | TOTAL FEE/DEPOSIT | Date Issued | Issued By |
|---|--|-------------|------------------------|----------------------|--|-----------------------------|-------------------|-------------|-----------|
| Fine Arts Center (FAC)                                    |  |             |                        |                      |  |                             |                   |             |           |
| Food/Beverage Sales at Concession Window?                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |             |                        |                      |  |                             |                   |             |           |
| Sales of Other Items?<br>Describe Items and Point of Sale |  |             |                        |                      |  |                             |                   |             |           |

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

Signature [Signature] 1/10/23

PLEASE BRING THIS PERMIT WITH YOU TO THE PARK



# Village of Hartland Park Facility Reservation Application

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

Permit #

## Contact Information

Organization Name (if applicable) Lake Country Family fun  
 Renter or Responsible Party Erin Guenterberg  
 Home/Cell Phone 920-390-0263 Email \_\_\_\_\_  
 Address PO Box 596 Okandee, City/Zip Okandee, 53069  
 If above person cannot be reached: Stephanie Cutler Phone 414-639-5707

## Rental Information

Event Date July 26, 2023 Event Type Hartland Kids Day  
 Arrival Time (include set-up time) 6:00 am Departure Time (include clean-up time) 3:30 pm  
 Attendance 2000 Electricity - Yes  No \_\_\_\_\_ Tax Exempt - Yes \_\_\_\_\_ No  (If yes, please include certificate)

## Rental Fees

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

### Park Shelter/Open Space

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

### Rental Fee (based on number of attendees)

| Attendees | Resident | Non-resident |
|-----------|----------|--------------|
| 0-50      | \$75     | \$130        |
| 51-100    | 90       | 145          |
| 101-200   | 105      | 160          |
| 201+      | 120      | 175          |

### Refundable Deposit (based on number of attendees)

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

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

Erin Guenterberg  
 Renter's Signature  
 Erin Guenterberg  
 Renter's Name (please print)

1/27/23  
 Date

|                            |              |
|----------------------------|--------------|
| Rental Fee                 | <u>\$175</u> |
| Tax (5% on Rental Fee)     | _____        |
| Deposit (if required)      | _____        |
| Structures deposit (\$100) | <u>\$100</u> |
| Total Due                  | _____        |

Office Use Only: Date Paid \_\_\_\_\_ Amount Paid \_\_\_\_\_ Receipt # \_\_\_\_\_ Processed \_\_\_\_\_



# Village of Hartland Outside Food Vendor Application

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

## Contact Information

Business Name R Waukesha dba Pizza Ranch  
 Business Owner Name Dale Anderson contact Jake Zappa  
 Home/Cell Phone 262-714-3899 (Jake) Email \_\_\_\_\_  
 Address 960 Fleetfoot Dr. City/Zip Waukesha 53186

- Copy of Proof of Insurance Provided  
 Copy of Mobile Retail Food Facilities issued by Waukesha County or State of Wisconsin

## Rental Information

Person/Group Reserving Park Facility Lake County Family Fun  
 Event Date July 26th Event Type \_\_\_\_\_  
 Arrival Time (include set-up time) \_\_\_\_\_ Departure Time (include clean-up time) \_\_\_\_\_

## Rental Fees

### Rental Fee \$75

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

### Park Shelter/Open Space

- Bark River Park  Centennial Park  
 Fine Arts Center  Hartbrook Park  
 Nixon Park  Penbrook Park  
 Open Space Reserved (describe area below)

Application must be approved by the Village's Park and Recreation Board. I verify the information provided and agree to the Park Board's Policy and Village Ordinance regarding Park Usage.

Jake Zappa 2/15/23  
 Signature Date  
Jake Zappa  
 Name (please print)

|                        |       |
|------------------------|-------|
| Rental Fee             | _____ |
| Tax (5% on Rental Fee) | _____ |
| Total Due              | _____ |



Need to pay



# Village of Hartland Outside Food Vendor Application

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

## Contact Information

Business Name Delicious Creamery "Blue Gnome Treats LLC"  
 Business Owner Name Phillip Kasubaski  
 Home/Cell Phone 608-843-5503 Email BluegnomeTreats@gmail.com  
 Address 606 Prairie CT City/Zip Mount Horeb 53572

Copy of Proof of Insurance Provided  
 Copy of Mobile Retail Food Facilities issued by Waukesha County or State of Wisconsin

## Rental Information

Person/Group Reserving Park Facility \_\_\_\_\_  
 Event Date \_\_\_\_\_ Event Type \_\_\_\_\_  
 Arrival Time (include set-up time) \_\_\_\_\_ Departure Time (include clean-up time) \_\_\_\_\_

## Rental Fees

### Rental Fee \$75

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

### Park Shelter/Open Space

- |  |  |
|--|--|
| <input type="checkbox"/> Bark River Park                           | <input type="checkbox"/> Centennial Park |
| <input type="checkbox"/> Fine Arts Center                          | <input type="checkbox"/> Hartbrook Park  |
| <input type="checkbox"/> Nixon Park                                | <input type="checkbox"/> Penbrook Park   |
| <input type="checkbox"/> Open Space Reserved (describe area below) |  |

Application must be approved by the Village's Park and Recreation Board. I verify the information provided and agree to the Park Board's Policy and Village Ordinance regarding Park Usage.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

|                        |       |
|------------------------|-------|
| Rental Fee             | _____ |
| Tax (5% on Rental Fee) | _____ |
| <b>Total Due</b>       | _____ |

Office Use Only: Date Paid \_\_\_\_\_ Amount Paid \_\_\_\_\_ Receipt # \_\_\_\_\_ Processed \_\_\_\_\_

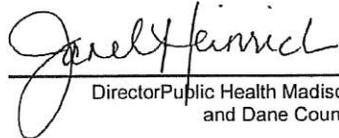
NOT TRANSFERABLE. POST ENTIRE LICENSE IN A CONSPICUOUS PLACE.



**Public Health  
Madison and Dane County  
Food and Drink - RETAIL MOBILE CART ONLY  
License No. LICFDD-2020-00103**

**BLUE GNOME TREATS LLC  
ROLLICIOUS CREAMERY  
407 W MAIN ST  
MOUNT HOREB, WI 53572**

Expiration Date 06/30/2023  
Date Issued 05/05/2020

  
Director Public Health Madison and Dane County

  
City Clerk

PURSUANT TO SECTIONS 7.07 AND 7.08 OF THE MADISON GENERAL ORDINANCES or SECTION 46.21 OF THE DANE COUNTY ORDINANCES.

Expiration Date 06/30/2023



# Village of Hartland Outside Food Vendor Application

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

## Contact Information

Business Name Kona Ice Lake Country  
 Business Owner Name Jamie Sterken  
 Home/Cell Phone 414-526-4291 Email jsterken@kona-ice.com  
 Address 158239800 Industrial Rd Suite E City/Zip Oconomowoc 53068  
 Copy of Proof of Insurance Provided  
 Copy of Mobile Retail Food Facilities issued by Waukesha County or State of Wisconsin

## Rental Information

Person/Group Reserving Park Facility LCAF - Hartland Kids Day  
 Event Date 7/26/23 Event Type \_\_\_\_\_  
 Arrival Time (include set-up time) 8am Departure Time (include clean-up time) 2:30pm

## Rental Fees

### Rental Fee \$75

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

### Park Shelter/Open Space

- Bark River Park
- Fine Arts Center
- Nixon Park
- Open Space Reserved (describe area below)
- Centennial Park
- Hartbrook Park
- Penbrook Park

Application must be approved by the Village's Park and Recreation Board. I verify the information provided and agree to the Park Board's Policy and Village Ordinance regarding Park Usage.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name (please print)

|                        |       |
|------------------------|-------|
| Rental Fee             | _____ |
| Tax (5% on Rental Fee) | _____ |
| Total Due              | _____ |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/16/2023

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

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

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>Northern Kentucky Insurance<br>PO Box 357<br><br>Hebron KY 41048                      |  | <b>CONTACT NAME:</b> Amie Turner<br><b>PHONE (A/C, No, Ext):</b> (859) 586-8580<br><b>E-MAIL ADDRESS:</b> amie@cornerstoneinsllc.com<br><b>FAX (A/C, No):</b> (859) 586-8616                      |  |
| <b>INSURED</b><br>Sterken Family LLC dba Kona Ice Lake County<br>681 Shady Ln<br><br>Oconomowoc WI 53066 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Great American Insurance Group<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|  |  | <b>NAIC #</b><br>26344  |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 2022-2023      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | SPP3806013    | 07/15/2022              | 07/15/2023              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY             |           |          | CAP3806014    | 07/15/2022              | 07/15/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED    RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          | WC3806015     | 07/15/2022              | 07/15/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.I. EACH ACCIDENT \$ 500,000<br>E.I. DISEASE - EA EMPLOYEE \$ 500,000<br>E.I. DISEASE - POLICY LIMIT \$ 500,000                           |

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

Certificate holder is listed as an additional insured with regards to the operations of the named insured.

### CERTIFICATE HOLDER

Village of Hartland  
210 Cottonwood Avenue  
  
Hartland WI 53029

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**WAUKESHA COUNTY  
DEPARTMENT OF PARKS AND LAND  
USE  
Division of Environmental Health**

***License, Permit or Registration***

The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.

|  |                                       |   |
|--|---------------------------------------|---|
| <b>ACTIVITY</b><br>Mobile Retail Food - Not Serving Meals, Simple -<br>Simple-Non-TCS                            | <b>EXPIRATION DATE</b><br>30-Jun-2023 | <b>I.D. NUMBER</b><br>HDEH-C2JJH5   |
| <b>LICENSEE MAILING ADDRESS</b><br>STERKEN FAMILY, LLC<br>N58W39800 INDUSTRIAL RD SUITE E<br>OCONOMOWOC WI 53066 | <b>NOT TRANSFERABLE</b>               | <b>BUSINESS / ESTABLISHMENT ADDRESS</b><br>KONA ICE LAKE COUNTRY<br>VIN# 1GB0G2BA1E1147690<br>OCONOMOWOC WI 53066 |

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

**WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE DIVISION OF  
ENVIRONMENTAL HEALTH  
515 W MORELAND BLVD AC 260  
WAUKESHA, WI 53188  
(262)896-8300**

\* Include the name of your facility and the ID number.



# Village of Hartland Outside Food Vendor Application

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

## Contact Information

Business Name Divine Redeemer Lutheran Church School  
Business Owner Name Attn: Tracey Markut  
Home/Cell Phone 262-367-3664 (Ext 214) mail tracey.markut@drk.org  
Address 31375 W. Hill St, Hartland City/Zip 53029

- Copy of Proof of Insurance Provided - Will be submitted separately.
- Copy of Mobile Retail Food Facilities issued by Waukesha County or State of Wisconsin N/A coffee sales only

## Rental Information

Person/Group Reserving Park Facility Lake Country Family Fun LCFF - Hartland Kids Day  
Event Date Wed. July 26<sup>th</sup>, 2023 Event Type Hartland Kids Day  
Arrival Time (include set-up time) 8 a.m. Departure Time (include clean-up time) 3 pm.

## Rental Fees

**Rental Fee \$75**  
Check, cash and credit card are accepted (checks payable to Village of Hartland). Fees and deposits must be paid at the time of application. To be paid by: LCFF

### Park Shelter/Open Space

- Bark River Park
- Fine Arts Center
- Nixon Park
- Open Space Reserved (describe area below)
- Centennial Park
- Hartbrook Park
- Penbrook Park

Application must be approved by the Village's Park and Recreation Board. I verify the information provided and agree to the Park Board's Policy and Village Ordinance regarding Park Usage.

Tracey Markut 1-25-23  
Signature Date

Tracey Markut  
Name (please print)

|                        |       |
|------------------------|-------|
| Rental Fee             | _____ |
| Tax (5% on Rental Fee) | _____ |
| Total Due              | _____ |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2023

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

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

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>Church Mutual Insurance Company, S.I.<br>3000 Schuster Lane<br>P.O. Box 357<br>Merrill WI 54452 |  | <b>CONTACT NAME:</b> Church Mutual Insurance Company, S.I.<br><b>PHONE (A/C No., Ext):</b> 1-800-554-2642<br><b>FAX (A/C No.):</b> 855-264-2329<br><b>E-MAIL ADDRESS:</b> customerservice@churchmutual.com            |  |
| <b>INSURED</b><br>DIVINE REDEEMER LUTHERAN CHURCH<br>31385 HILL ST<br>HARTLAND WI 53029-1903                       |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Church Mutual Insurance Company, S.I. NAIC # 18767<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

| INBR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD   | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|------------|-------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | N         |            | 0040287 25-382798 | 05/15/2022              | 05/15/2023              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br>ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |            |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$      RETENTION \$  |           |            |                   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | Y/N<br>N/A |                   |                         |                         | PER STATUTE      OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

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

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>Village of Hartland<br>210 Cottonwood Ave<br>Hartland WI 53029 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|



# Village of Hartland Outside Food Vendor Application

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

## Contact Information

Business Name Chick-fil-A Delafield

Business Owner Name Christy Anderson / Caitlyn Chance (POC)

Home/Cell Phone 858-883-5079 Email ~~christy@chickfila.com~~  
@chickfila.com

Address 2980 Golf Court - Delafield - WI - 53018 City/Zip \_\_\_\_\_

Copy of Proof of Insurance Provided marketing@cfadelafield.com

Copy of Mobile Retail Food Facilities issued by Waukesha County or State of Wis

## Rental Information

Person/Group Reserving Park Facility Chick-fil-A Delafield

Event Date July 26, 2023 Event Type Festival

Arrival Time (include set-up time) 8:00am Departure Time (include clean-up time) 2:30pm

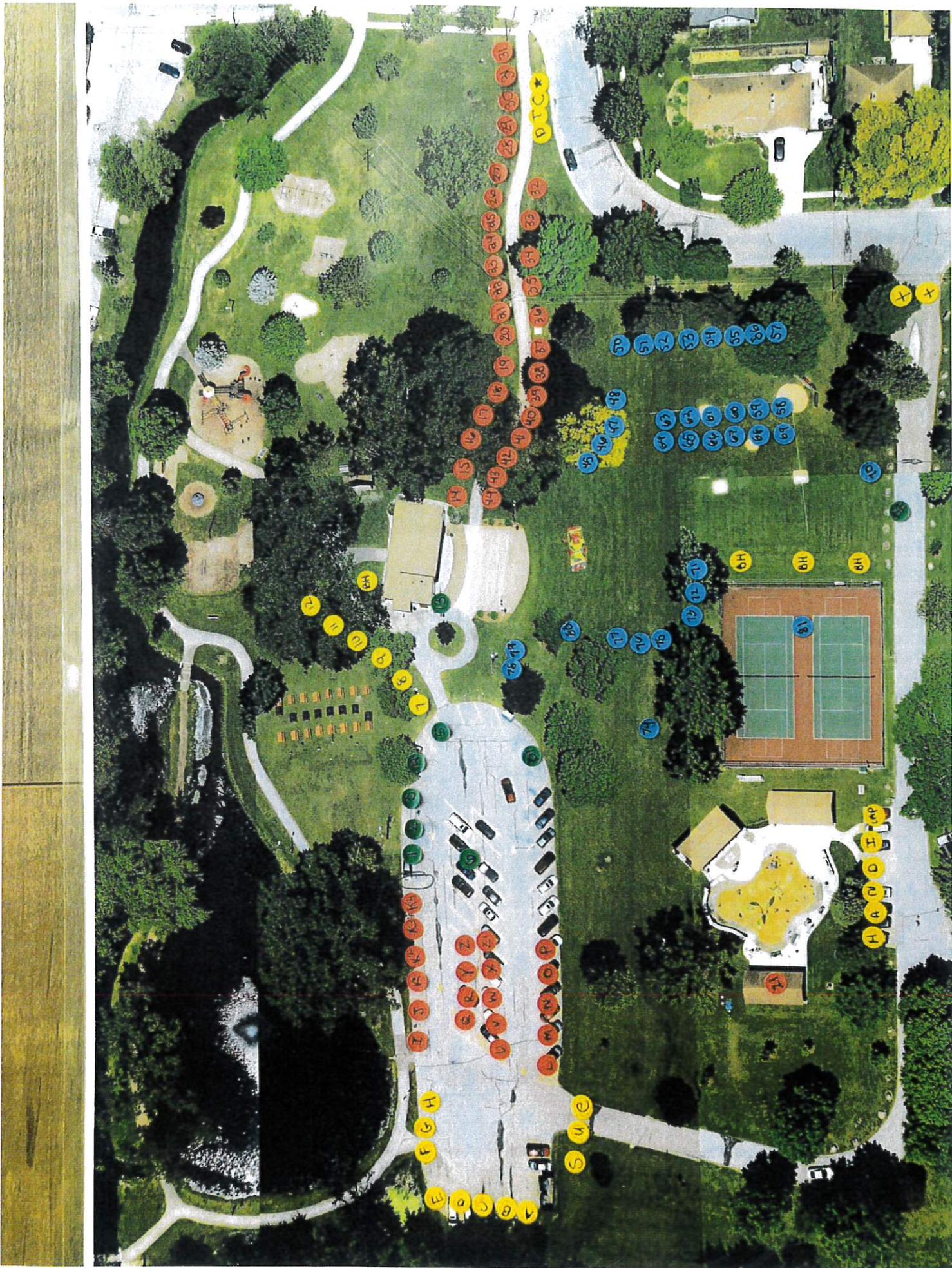
## Rental Fees

### Rental Fee \$75

Check, cash and credit card are accepted (checks payable to Village of Hartland). Fees and de the time of application.

### Park Shelter/Open Space

- |   |                                       |
|---|---------------------------------------|
| <input type="radio"/> Bark River Park                           | <input type="radio"/> Centennial Park |
| <input type="radio"/> Fine Arts Center                          | <input type="radio"/> Hartbrook Park  |
| <input checked="" type="radio"/> Nixon Park                     | <input type="radio"/> Penbrook Park   |
| <input type="radio"/> Open Space Reserved (describe area below) |                                       |



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**CENTURY FENCE**  
WAUKESHA, WISCONSIN  
1-800-558-0507

**NIXON Park**  
**RULES**

|   |           |
|---|-----------|
| Park Open Sun-up to Sun-down  | Ord. 70-3 |
| No Hunting  | Ord. 66-3 |
| Pets Must be Leashed  | Ord. 70-2 |
| Malt Beverages Only with a Permit<br><small>(not permitted in parking lots or playground areas)</small> | Ord. 70-5 |
| Vehicle Parking in Lots Only  | Ord. 70-1 |

**NO SKATEBOARDING**

**HARTLAND KIDS DAY**

July 28, 2021  
9:00 am - 2:00 pm  
Nixon Park, Hartland

Bring us a happy donation to the most in need in support of our community.

**COMING SOON!**

**OUTDOOR ICE RINK**  
**NIXON PARK / WINTER 2021**

**SPONSORSHIPS AVAILABLE!!!**

|                  |                             |
|------------------|-----------------------------|
| Platinum Sponsor | \$5,000, 3 year sponsorship |
| Gold Sponsor     | \$1,000, 2 year sponsorship |
| Silver Sponsor   | \$500, 1 year sponsorship   |

\* All sponsors will receive a banner that will be placed around the rink. Size of banner will be dependent on level of sponsorship.

[kelly@villageofhartland.com](mailto:kelly@villageofhartland.com)  
[villageofhartland.com](http://villageofhartland.com)  
262-367-0352

**Hartland's National Night Out**

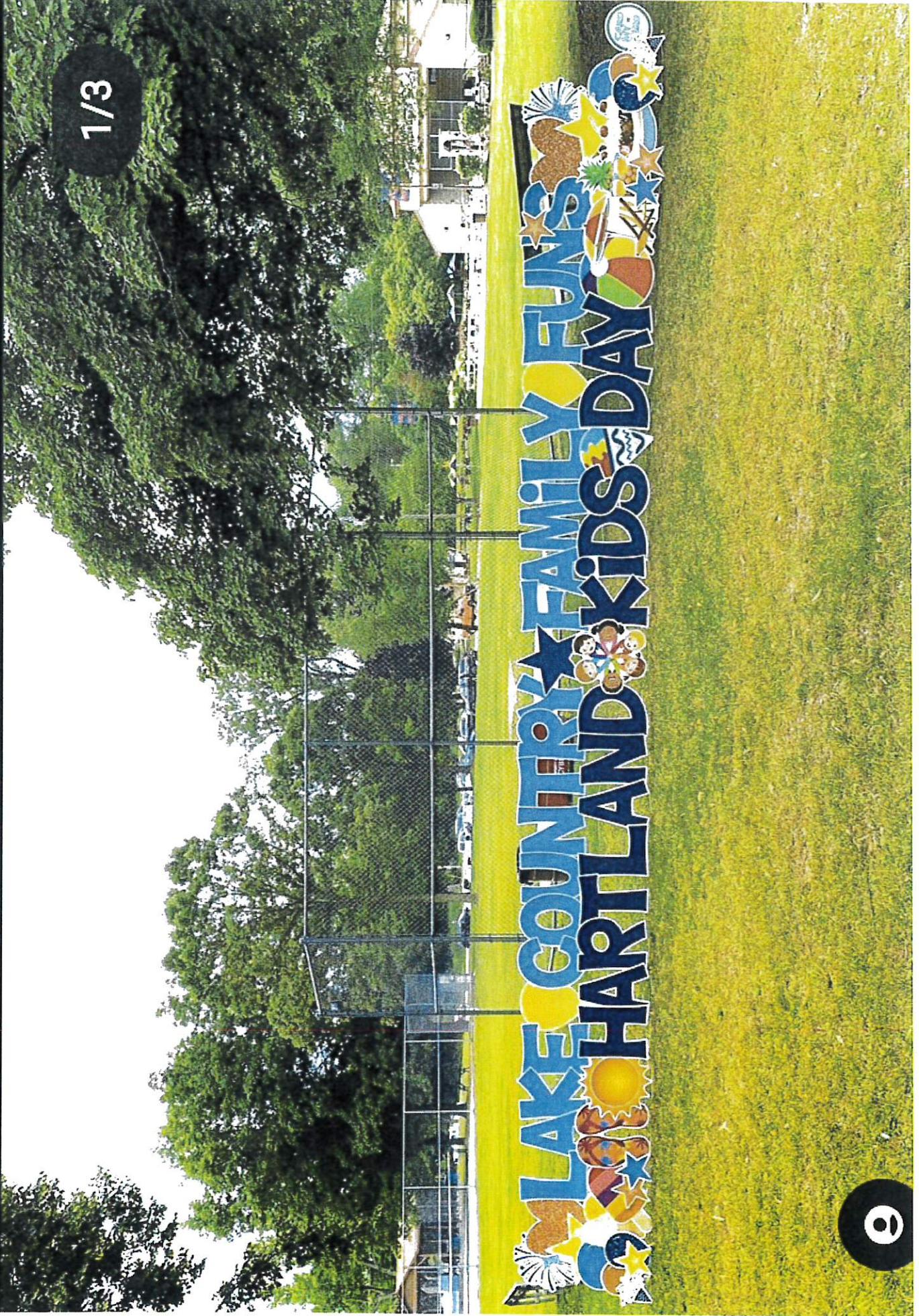
August 5, 2021  
6:00 - 8:00 pm

Nixon Park  
Hartland, WI

[www.villageofhartland.com](http://www.villageofhartland.com)







**Hartland Kids Day Map Key 2022**

|                           |                                      |
|---------------------------|--------------------------------------|
| DTC in Yellow             | Dousman Transport Company Bus Stop   |
| Yellow X's by Entrance    | Parking Entrance Volunteers          |
| Yellow, Red, Blue Numbers | 10*10 Booths/Vendor Placements       |
| Green Numbers             | Food Vendors                         |
| Yellow and Red Letters    | Special Parking                      |
| Green 6                   | Rock Wall                            |
| Yellow Handicap Stickers  | Handicap Parking                     |
| Yellow BH                 | Bounce Houses                        |
| Circle in Pen             | Port O Pottie/Wash Station Placement |

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

Transaction 244676.18860  
01/27/2023 02:16pm  
pos @ VOHPC-POS2

|  |            |
|--|------------|
| PARK SHELTER/FIELD RENTAL TX                                 | \$200.00+  |
| FAC HARTLAND KIDS DAY SPECIAL DEPOSITS                       |            |
| FAC DEPOSIT  | \$400.00   |
| PARK SHELTER/FIELD RENTAL TX                                 | \$175.00+  |
| OPEN SPACE HARTLAND KIDS DAY SPECIAL DEPOSITS                |            |
| STRUCTURE HARTLAND KIDS DAY PERMITS                          | \$100.00   |
| SIGN HARTLAND KIDS DAY PERMITS                               | \$50.00    |
| SPECIAL EVENT HARTLAND KIDS DAY PARK SHELTER/FIELD RENTAL TX | \$75.00    |
| KONA, CHICKFILA, DIVINE REDEEMER                             | \$225.00+  |
| Sub-Total  | \$1,225.00 |
| Tax  | \$30.00    |
| Receipt Total  | \$1,255.00 |
| Check Payment (1380)   | \$1,255.00 |

# Heartland POLICE



*"Oath of Honor Agency"*



## DEPARTMENT COPY

Serving With: *Pride, Integrity & Ethics*

# ANNUAL REPORT

# 2022

***To the Village of Hartland:***

*The Hartland Police Department proudly presents the 2022 ANNUAL REPORT published for our agency. This report provides an overview of our activity for the year and serves as a source of information for the community.*

*Your police department consists of 18 sworn law enforcement professionals that provide 24 hour-a-day coverage to the Village of Hartland. In addition, 4 administrative assistants provide the support that is necessary to carry out our mission. We also have mutual aid agreements with the surrounding police agencies through the Suburban Mutual Aid Response Team (SMART) for additional assistance when necessary. We participate in cooperative teams with other municipalities to offer quality service with a fiscally responsible mindset.*

*Our primary purpose is to place all available resources provided to our organization toward public safety and quality of life for the Village of Hartland. Each of our members approach their responsibilities with professionalism, and they serve the public with pride, integrity, and ethics. I am very proud to be a part of this team and I respect each one of them for their commitment. Every sworn member of the department has taken the Oath of Honor pledge and the department has been recognized as a “Law Enforcement Oath of Honor Agency”.*

*The Hartland Police Department is committed to keeping our community a great place and a leader in Waukesha County. This will be accomplished by providing quality police services, addressing all issues that affect public order, and to anticipate problems to reduce or eliminate them. We try to build advocates on Every Call, with Every Citizen, on Every Contact.*

*I encourage all Village residents to contact our department if they have any questions or concerns about our community. Please check our website at [www.villageofhartland.wi.gov](http://www.villageofhartland.wi.gov) for more department information. Our desire is to work with the citizens to solve problems and maintain a high standard for the quality of life in this community.*

*Respectfully,*

*Torin J. Misko  
Chief of Police*

**2022 DEPARTMENT HIGHLIGHTS:**

- Chief Torin Misko was appointed as a board member to the Wisconsin Law Enforcement Accreditation Group (WILEAG).
- Police Officer Kayla Nelson joined the Hartland Police Department on March 17, 2022.
- Administrative Assistant Nora Santella retired from the Hartland Police Department on May 2, 2022, with almost 22 years of service to the Village of Hartland.
- Police Officer Rachel Wandaogo joined the Hartland Police Department on June 6, 2022.
- Administrative Assistant Morgan Gurgul joined the Hartland Police Department on June 6, 2022.
- Officer Conrad Soboniak was promoted to Lieutenant on July 30, 2022.
- Captain Stacy Kelsey resigned from the Hartland Police Department on August 2, 2022, with over 14 years of service to the Village of Hartland.
- Police Officer Tyler Martins joined the Hartland Police Department on August 2, 2022, and attended the Police Recruit Academy at the Waukesha County Technical College, graduating on December 8, 2022.
- Officer Nicholas Greenwood was appointed to the Suburban Critical Incident Team (SCIT) as a tactical operator.
- Officer Matthew Shea was appointed to the Waukesha County Civil Disturbance Unit (CDU).
- Officer Dillon Gurgul was certified as a Drug Recognition Expert (DRE).
- Officer Luke Joswick was certified through the State of Wisconsin as a Firearms Instructor.

- Detective Paula Hoffa was formally recognized by the Waukesha County District Attorney’s Office and Waukesha Victim Assistance during National Crime Victims’ Rights Week for outstanding service to crime victims.
- Detective Paula Hoffa received a Commendation Award from the Muskego Police Department in regard to her assistance as a Negotiator with the Suburban Critical Incident Team (SCIT) during a domestic violence incident where multiple gun shots were fired.
- Officer Zachary Bell received a Letter of Commendation from the Hartland Police Department and was awarded a Christmas Parade Commemorative Pin from the Waukesha Police Department for assistance he provided during the Waukesha Christmas Parade.
- Officer Zachary Bell received a Life Saving Award for assistance he provided to the Chenequa Police Department during a water rescue on Beaver Lake.
- In coordination with the Hartland Recreation Department and Fire Department, the Hartland Police Department participated in the 2<sup>nd</sup> annual National Night Out.
- Participated in a Stuff the Squad food drive with Piggly Wiggly to help support the local food pantries in conjunction with the Canadian Pacific Holiday Train.
- On October 21, 2022 the Hartland Police Department responded to a fire of a four family apartment building where six individuals were found deceased inside one of the apartments. The fire was determined to be an intentional arson. Four children were found with gun shot wounds as murder victims and two adults were found with gun shot wounds where the manner of death was determined to be suicide. The Hartland Police Department did an excellent job responding to, investigating, and coordinating dozens of other agencies during this traumatic event that impacted the entire community.

## **COOPERATIVE EFFORTS:**

***TRAINING*** -The police departments from Butler, Chenequa, Delafield, Hartland, and Pewaukee conduct firearms and defensive and arrest tactics training for all of our officers. Each agency provides officers as trainers in either firearms or defensive and arrest tactics. This cooperation allows each agency to provide the necessary staffing for coverage to their communities while achieving the required training necessary in these highly critical and skillful areas of police training. This effort also allows for the sharing of training equipment and instructors, without the need for duplication. In addition, officers from each agency are called upon to assist each other under mutual aid and the ability to train together allows them to work together in an efficient and effective manner.

***SUBURBAN CRITICAL INCIDENT TEAM (SCIT)*** -This team of selected officers from the Brookfield, Chenequa, Delafield, Elm Grove, Hartland, Mukwonago, Muskego, New Berlin, and Pewaukee Police Departments are trained to handle critical calls for service, such as barricaded persons, negotiations, and serving high risk search warrants. Again, the sharing of expertise and equipment make these types of joint efforts cost-effective and provide an excellent service to the communities involved in SCIT. Under a mutual aid agreement our department provides two officers as tactical operators and three crisis negotiators to this team. Officers are assigned to the team from the various departments at rates in proportion to their department size.

***MAJOR INVESTIGATIONS UNIT (MIU)*** -This team of selected officers from the Butler, Chenequa, Delafield, Elm Grove, Hartland, Oconomowoc Lake, Pewaukee, Summit Police Departments, and the Waukesha County Sheriff's Department are trained and prepared to investigate all major incidents that may occur in any of these communities. This is a mutual aid agreement that allocates the necessary resources to investigate these major incidents, yet also allows each community to maintain police coverage for other types of activities. The sharing of expertise and equipment makes this team cost-effective and provides a professional quality for investigative efforts.

***SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAM (SMART)*** -This is a cooperative effort between law enforcement agencies in Jefferson, Kenosha, Milwaukee, Racine, Walworth, and Waukesha County that allows for mutual aid during a significant event. Within 60 minutes, a community that is a member of SMART can have up to 70 law enforcement officers respond to the community to help in the case of a significant emergency or disaster.

***WAUKESHA COUNTY COMMUNICATIONS (WCC)*** -The Village of Hartland (Police, Fire, EMS, Public Works, and Administration) is a committed partner to the Waukesha County Communications Center. This central county-wide dispatch center enhances communications among all participating communities and agencies in Waukesha County. In addition, a shared records management system helps coordinate information and provides access to all agencies.

***WAUKESHA COUNTY CIVIL DISTURBANCE UNIT (CDU)*** - Police Departments from throughout Waukesha County and the Sheriff's Department have assigned officers to the CDU. The Village of Hartland has two police officers equipped and trained to respond to CDU call outs. Once again, the sharing of expertise and equipment make these types of joint efforts cost-effective and provides an excellent service to the communities involved in the CDU.

***WAUKESHA COUNTY METRO DRUG UNIT*** - The Village of Hartland has been a member of the Metro Drug Unit since 2007. Due to staffing needs we removed our officer from the unit in 2017. We continue to support the mission of the drug unit by sharing information with them and will assist the drug unit as needed but no longer have an officer assigned to the unit. The Metro Drug Unit has recently been classified as a DEA Task Force and staffing from the Hartland Police Department has been requested.

***LAKE COUNTRY MUNICIPAL COURT*** - The Village of Hartland is a founding member of this municipal court, which was established in 1988. This court is located in the City of Oconomowoc and serves 20 communities. The court is 100% funded by user fees and does not require any Hartland tax dollars to operate. This court serves as a very efficient and fair way of dealing with municipal traffic and ordinance violations.

### **COMMUNITY RELATIONS PROGRAMS AND SERVICES:**

***CRIMESTOPPERS*** - This program provides a reward system to citizens that report information about criminal activities. If a citizen has information about a crime, they can report that information anonymously, yet still may receive monetary compensation.

***SAFE SCHOOLS PROGRAM*** - This is a cooperative effort between all the schools in the Village of Hartland and the Police Department. On school days, a day team officer will make personal visits to each school and do a walk through, as well as meet with staff and students as needed. This is a positive program, as it allows more interaction between the children and the officers, along with addressing issues at the school and being an available resource for school staff.

***SCHOOL SPECIALTY PROGRAMS*** - These types of programs are custom designed for the schools, as well as other student orientated groups. Because our staff has various interests and backgrounds, we are able to customize a learning program based upon any school age group. Programs include department tours, drug and alcohol awareness to students and parents, computer crime seminars to students and parents, law and consequence training to students, and other specialized training.

***MEDICATION COLLECTION SITE*** - In order to reduce substance abuse, prevent childhood poisonings, and help protect our environment, private citizens can bring their prescription medications to the Police Department for disposal. There are green containers accessible 24 hours a day in both the East and West lobbies of the Police Department to dispose of your medications. In 2022, the Hartland Police Department provided a combined 1,240.5 pounds of medications to the WI Department of Justice for destruction as part of their Spring and Fall Drug Take Back events.

***OWNERSHIP ZONES*** - The Police Department has established Ownership Zones that specific officers are assigned to. These officers take "Ownership" of specific areas of the village to consistently address quality of life issues and will work closely with the building inspector in these efforts. In addition, one of the specific Ownership Zones consists exclusively of all the registered Sex Offenders that reside in the Village of Hartland and another Ownership Zone includes all of the schools in the Village of Hartland.

***COMMUNITY NOTIFICATIONS*** - The Police Department is a member of a nation-wide notification network, which is basically a “Reverse 911” system. In the event an emergency message needs to be sent out to a targeted area of the community, we would utilize the services of this network.

***WILEAG ACCREDITATION*** - The Police Department is accredited by the Wisconsin Law Enforcement Accreditation Group (WILEAG). The department maintains compliance with 242 required standards for law enforcement agencies. Less than 10% of all law enforcement agencies in the State of Wisconsin are fully accredited. The department was awarded re-accreditation in December of 2021, which is valid for a three-year period.

***CITIZEN’S ACADEMY*** - The Police Department sponsors a Citizen’s Police Academy in cooperation with the Delafield, Chenequa, and Pewaukee Police Departments. This is for citizens or those who work in this area who would like to learn about what the local police departments do. The Citizen’s Academy is provided as a means to reach out to our community and educate the public about the law enforcement profession.

***SHOP WITH COPS*** - During the holiday season, local law enforcement officers from Hartland, Delafield, Pewaukee, and Chenequa Police Departments team up for a Shop with Cops event. Shop with Cops offers children in 5k through 5<sup>th</sup> grade the opportunity to shop with police personnel for holiday gifts for their families. This is a unique opportunity for children to develop a relationship with law enforcement officers that will serve to make a lasting impression on their lives. We are able to offer this program to families at no cost because of donations, fundraisers, and volunteers.

### **QUALITY OF A LOCAL POLICE AGENCY**

The quality of police services to a community can vary depending on the loyalty of the employees in the police department, their morale, and their ownership of the community. These employees come to work, day in and day out, to provide a service to the citizens and carry with them the local knowledge of people, places, or historical events that help to divert, reduce, or eliminate inappropriate behavior and address quality of life matters. This local knowledge is more beneficial than any record management system could record and is more enhanced by dedicated local employees.

In 2022, the police officer staff had approximately 166 years of collective experience with the Village of Hartland, ranging from less than 1 year to 25 years of service.

The Service Quality that a local police agency can provide is based upon dimensions such as:

**Tangibles** - Appearance of physical facilities, equipment, personnel, and printed or visual information the department provides.

**Reliability** - Ability to perform all services dependably and accurately.

**Responsiveness** - Willingness to help citizens by providing prompt services.

**Competence** - Possession of the required skills and knowledge to perform their duties.

**Courtesy** - Politeness, respect, consideration, and professionalism of all personnel.

**Credibility** - Trustworthiness, believability, and honesty of the staff.

**Security** - Freedom from danger, risk, or doubt.

**Access** - Approachability to services of the agency.

**Communication** - Listening to citizens, acknowledging their concerns, following up on the concerns and communicating the results.

**Understanding the Citizen** - Making an effort to know the citizens and their needs.

**Every Call, Every Citizen, Every Contact** - Making an effort to build an advocate for the community with every police contact with a citizen. Our goal is to create relationships with residents that result in problem solving success.

The Hartland Police Department responded to 12,454 calls for service in 2022 and the vast majority of these interactions between the police department and the citizens go without a problem.

On occasion, a citizen may make a complaint to the department about an interaction with a staff member. In 2022, there were 2 complaints filed with the Police Department and after conducting a thorough investigation 0 complaints were found to be substantiated. The complaints were determined to be exonerated with a portion of one of the complaints being unfounded.

On the other hand, a citizen may also take the opportunity to commend the department or individual staff members for their professionalism and assistance during a citizen contact. The department received 35 operation compliments in 2022. These citizens are not obligated to take the time to recognize the good efforts of our staff, but they do, and it is a great reflection on the quality of employees that work for the Village of Hartland.



# Hartland

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## POLICE DEPARTMENT

### VISION:

We are committed to working together with the community, in a problem-solving partnership, to prevent crime, enforce laws, and resolve conflict, thereby improving the quality of life.

### MISSION:

The mission of the Hartland Police Department is to maintain peace and order in the community. We seek to accomplish this mission in a consistent manner, exhibiting high ethical standards. Our members are committed to a level of training and education that allows us to provide quality services to the citizens of Hartland.



# HARTLAND POLICE DEPARTMENT



**TORIN J. MISKO**  
CHIEF OF POLICE  
SERVING SINCE 2018

**ROSARIO J. COLLURA**  
DEPUTY CHIEF OF POLICE  
SERVING SINCE 2000  
DAYTEAM SUPERVISOR



**ADMINISTRATIVE TEAM**  
7:30 A.M. TO 4:30 P.M.

**JULIE A. BECKER**  
ADMIN. ASSISTANT  
SERVING SINCE 2004

**LAURIE MATULA-BAHR**  
ADMIN. ASSISTANT  
SERVING SINCE 2010

**MARK L. JORGENSEN**  
ADMIN. ASSISTANT  
SERVING SINCE 2021

**MORGAN E. GURGUL**  
ADMIN. ASSISTANT  
SERVING SINCE 2022

**INVESTIGATIVE TEAM**  
8:00 A.M. TO 6:00 P.M.

**PAULA A. HOFFA**  
DETECTIVE  
SERVING SINCE 2007

**ROBERT T.C. JEWELL**  
DETECTIVE  
SERVING SINCE 2011

**DAYTEAM**  
6:00 A.M. TO 2:20 P.M.

**BRIAN M. MUNDY**  
POLICE OFFICER  
SERVING SINCE 1997

**SCOTT M. MACIEJEWSKI**  
POLICE OFFICER  
SERVING SINCE 2001

**NICHOLAS S. GREENWOOD**  
POLICE OFFICER  
SERVING SINCE 2016

**THOMAS R. BAGIN**  
POLICE OFFICER  
SERVING SINCE 2017

**BRIAN D. DeBARGE**  
LIEUTENANT OF POLICE  
SERVING SINCE 2011  
EARLYTEAM SUPERVISOR

**EARLYTEAM**  
2:00 P.M. TO 10:20 P.M.

**ADAM M. MUELLER**  
POLICE OFFICER  
SERVING SINCE 1998

**MATTHEW E.W. SHEA**  
POLICE OFFICER  
SERVING SINCE 2021

**ZACHARY T. BELL**  
POLICE OFFICER  
SERVING SINCE 2021

**KAYLA M. NELSON**  
POLICE OFFICER  
SERVING SINCE 2022

**CONRAD W. SOBONIAK**  
LIEUTENANT OF POLICE  
SERVING SINCE 2016  
LATETEAM SUPERVISOR

**LATETEAM**  
10:00 P.M. TO 6:20 A.M.

**LUKE A. JOSWICK**  
POLICE OFFICER  
SERVING SINCE 2015

**DILLON P. GURGUL**  
POLICE OFFICER  
SERVING SINCE 2018

**RACHEL S. WANDAAGO**  
POLICE OFFICER  
SERVING SINCE 2022

**TYLER J. MARTINS**  
POLICE OFFICER  
SERVING SINCE 2022



# HARTLAND POLICE DEPARTMENT

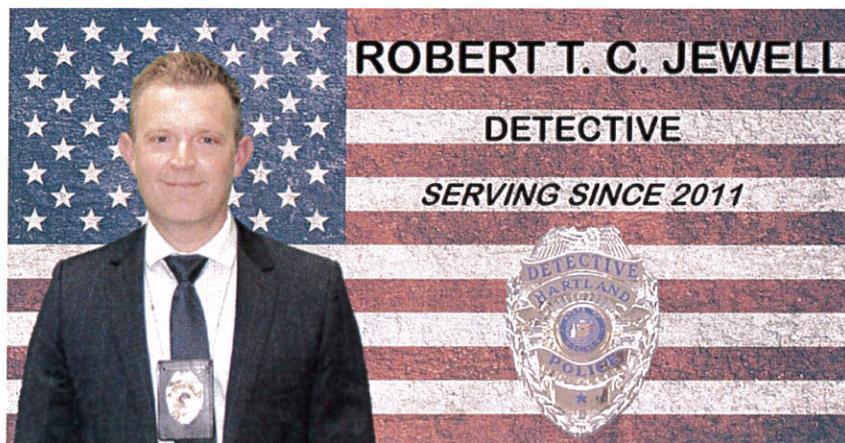
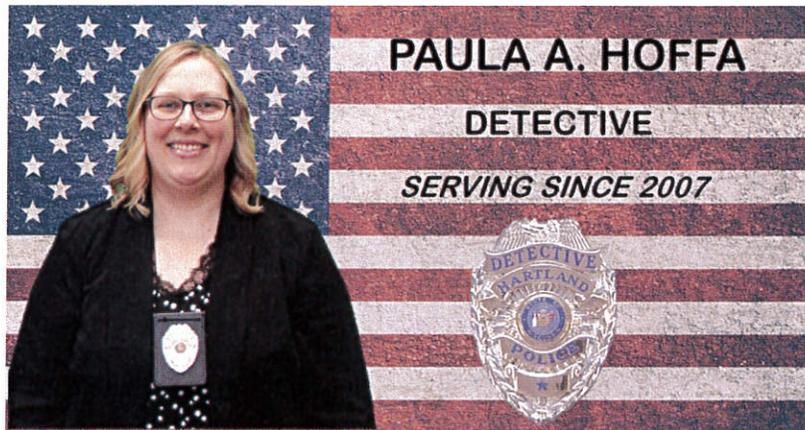
## MANAGEMENT





# HARTLAND POLICE DEPARTMENT

## INVESTIGATIONS





# HARTLAND POLICE DEPARTMENT

## DAY TEAM



**BRIAN M. MUNDY**  
POLICE OFFICER  
*SERVING SINCE 1997*



**SCOTT M. MACIEJEWSKI**  
POLICE OFFICER  
*SERVING SINCE 2001*



**NICHOLAS S. GREENWOOD**  
POLICE OFFICER  
*SERVING SINCE 2016*



**THOMAS R. BAGIN**  
POLICE OFFICER  
*SERVING SINCE 2017*





# HARTLAND POLICE DEPARTMENT

## EARLY TEAM



**ADAM M. MUELLER**  
POLICE OFFICER  
*SERVING SINCE 1998*



**MATTHEW E.W. SHEA**  
POLICE OFFICER  
*SERVING SINCE 2021*



**ZACHARY T. BELL**  
POLICE OFFICER  
*SERVING SINCE 2021*



**KAYLA M. NELSON**  
POLICE OFFICER  
*SERVING SINCE 2022*





# HARTLAND POLICE DEPARTMENT

## LATE TEAM



**LUKE A. JOSWICK**  
POLICE OFFICER  
*SERVING SINCE 2015*



**DILLON P. GURGUL**  
POLICE OFFICER  
*SERVING SINCE 2018*



**RACHEL S. WANDAOGO**  
POLICE OFFICER  
*SERVING SINCE 2022*



**TYLER J. MARTINS**  
POLICE OFFICER  
*SERVING SINCE 2022*





# Cartland

## POLICE DEPARTMENT

### ACTIVITY REPORT

| <u>TYPE OF ACTIVITY</u>       | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>CALLS FOR SERVICE</b>      | 9442        | 10507       | 9978        | 8577        | 10199       | 12084       | 12761       | 12268       | 11646       | 12454       |
| <b>TRAFFIC CONTACTS</b>       | 2663        | 2786        | 2769        | 2054        | 2458        | 2878        | 2783        | 2382        | 2575        | 2477        |
| <b>TRAFFIC CITATIONS</b>      | 1385        | 1026        | 1397        | 975         | 1413        | 1357        | 1378        | 1207        | 1309        | 1293        |
| <b>TRAFFIC ACCIDENTS</b>      | 139         | 135         | 131         | 150         | 139         | 123         | 136         | 120         | 138         | 130         |
| <b>ORDINANCE CITATIONS</b>    | 150         | 128         | 90          | 114         | 129         | 68          | 40          | 41          | 39          | 84          |
| <b>PARKING CITATIONS</b>      | 172         | 426         | 237         | 136         | 301         | 154         | 271         | 124         | 190         | 371         |
| <b>DRUNK DRIVING ARRESTS</b>  | 48          | 26          | 52          | 29          | 34          | 31          | 36          | 31          | 57          | 65          |
| <b>SCHOOL CHECKS</b>          | N/A         | N/A         | N/A         | N/A         | N/A         | 294         | 443         | 218         | 237         | 157         |
| <b>ABANDONED AUTOS</b>        | 73          | 100         | 57          | 75          | 71          | 74          | 48          | 36          | 51          | 26          |
| <b>911 OPEN LINE/HANG UPS</b> | 313         | 368         | 371         | 266         | 252         | 225         | 367         | 418         | 480         | 414         |
| <b>ALARMS</b>                 | 176         | 190         | 161         | 175         | 208         | 230         | 254         | 189         | 176         | 190         |
| <b>WELL- BEING CHECKS</b>     | 76          | 90          | 107         | 93          | 118         | 140         | 138         | 155         | 144         | 145         |
| <b>WARRANT SERVICE</b>        | 121         | 124         | 107         | 137         | 148         | 165         | 189         | 113         | 109         | 88          |
| <b>STATE PROSECUTIONS</b>     | 194         | 161         | 174         | 115         | 93          | 102         | 73          | 66          | 72          | 75          |
| <b>FRAUD/ID THEFT</b>         | 61          | 48          | 62          | 74          | 67          | 70          | 101         | 92          | 96          | 91          |
| <b>THEFT</b>                  | 94          | 71          | 69          | 53          | 88          | 54          | 40          | 50          | 57          | 58          |
| <b>CRIMINAL DAMAGE</b>        | 116         | 49          | 57          | 45          | 80          | 36          | 18          | 32          | 15          | 56          |
| <b>BATTERY</b>                | 16          | 16          | 14          | 9           | 6           | 6           | 10          | 10          | 17          | 8           |
| <b>DISORDERLY CONDUCT</b>     | 59          | 46          | 68          | 52          | 41          | 45          | 60          | 68          | 71          | 48          |
| <b>DOMESTICS</b>              | 35          | 33          | 28          | 24          | 27          | 22          | 22          | 25          | 19          | 50          |
| <b>SEXUAL ASSAULT</b>         | 7           | 4           | 5           | 3           | 8           | 3           | 4           | 6           | 22          | 16          |
| <b>BURGLARY</b>               | 13          | 8           | 11          | 7           | 9           | 8           | 6           | 4           | 9           | 11          |
| <b>HOMICIDE</b>               | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 4           |
| <b>ROBBERY</b>                | 0           | 0           | 2           | 1           | 0           | 1           | 0           | 0           | 1           | 1           |
| <b>VEHICLE THEFT</b>          | 3           | 1           | 5           | 1           | 1           | 1           | 1           | 0           | 0           | 1           |
| <b>PERSONS ARRESTED</b>       |             |             |             |             |             |             |             |             |             |             |
| <b>TOTAL</b>                  | 396         | 241         | 228         | 172         | 146         | 133         | 156         | 273         | 207         | 256         |





# Cartland

## POLICE DEPARTMENT

This report provides information about **Operation Complaints** against department procedures and/or personnel. The department takes all complaints seriously and each one is fully investigated to a reasonable conclusion in accordance with department policy. This report also documents **Operation Compliments** that are received from citizens, other agencies, businesses, and schools, who wish to compliment a staff member or the department for a positive interaction.

**Total Complaints for 2022: 2**

Complaint Dispositions:

|                   |     |
|-------------------|-----|
| Substantiated     | 0   |
| Not Substantiated | 0   |
| Exonerated        | 1.5 |
| Unfounded         | 0.5 |
| Policy Failure    | 0   |

Disposition Definitions:

Substantiated: Evidence sufficient to prove allegation.

Not-Substantiated: Insufficient evidence to either prove or disprove allegation.

Exonerated: Incident occurred but was lawful and proper.

Withdrawn: Complainant requested to withdraw complaint.

Unfounded: Allegation is false or not factual.

Policy Failure: Flaw in policy caused incident.

**Total Compliments for 2022: 35**

The department received 35 operation compliments for 16 different employees and 6 department wide compliments. The types of compliments included: Professionalism, traffic stop encounters, assisting other agencies, effort during service calls and more.

Your Police Department staff works very hard with the goal of building advocates in the community on Every Call with Every Citizen and on Every Contact.



# HARTLAND POLICE DEPARTMENT

## WAUKESHA POLICE

2022

"Every Call. Every Citizen. Every Contact."



## HARTLAND POLICE DEPARTMENT 2022





**Village of Hartland  
Administration**

210 Cottonwood Ave, Hartland, WI 53029  
[www.villageofhartland.wi.gov](http://www.villageofhartland.wi.gov)

|   |                       |
|---|-----------------------|
| <b>To:</b> Village Board  | <b>Date:</b> 02/03/23 |
| <b>Submitted By:</b> Chief Torin J. Misko   |                       |
| <b>Subject:</b> Memorandum of Understanding (MOU) between Waukesha County Department of Health and Human Services (HHS) – Aging and Disability Resource Center Adult Protective Services (APS) Unit and the Hartland Police Department (HPD). |                       |

**Details:** This MOU is intended to establish a uniform process for response and investigation of reports of abuse, neglect, and financial exploitation to elder adults-at-risk and adults-at-risk. In this MOU Waukesha County HHS APS and the HPD agree to work cooperatively and with an open exchange of information, which includes APS sharing financial records, information, department report forms, and other records with the HPD to assist in the investigation of suspected criminal offenses committed against an elder adult/adult-at-risk.

This MOU complies with Wis. Stats. 46.90(3)(a) and 55.043(1g) requiring county elder adults/adults-at-risk agencies to develop a policy for notifying and working with law enforcement agencies to respond to protect elder adults/adults-at-risk. Without the MOU in place, the HPD may need to seek a court order to obtain records for our investigation.

This MOU has been reviewed by Village Attorney Christopher Koehnke and he has no concerns with the Village of Hartland entering into this agreement.

**Financial Remarks:** None

- Options & Alternatives:**
1. Approve the MOU, which will allow Waukesha County HHS APS to share information with the HPD.
  2. Deny the MOU, which will not allow Waukesha County HHS APS to share information with the HPD without a court order.

**Executive Recommendation:** Approve the MOU.

**MEMORANDUM OF UNDERSTANDING BETWEEN WAUKESHA COUNTY DEPARTMENT OF  
HEALTH AND HUMAN SERVICES – AGING AND DISABILITY RESOURCE CENTER  
ADULT PROTECTIVE SERVICES UNIT  
AND  
WAUKESHA COUNTY LAW ENFORCEMENT**

This Memorandum of Understanding is made and entered by and between Waukesha County, Department of Health and Human Services – Aging and Disability Resource Center Adult Protective Services unit, the elder adults-at-risk and adults-at-risk agency required by Wis. Stats. §46.90(2) and §55.043(1d), and Waukesha County Law Enforcement, identified as the law enforcement agency that is a signatory to this Memorandum of Understanding (collectively referred to as the “Parties”). This Memorandum of Understanding becomes effective on the date this Agreement becomes fully executed by all Parties hereto. This Memorandum of Understanding is not intended to, nor should be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by the Parties or any third party against the Parties, their parent agency, or the officers, employees, agents, or representatives thereof.

**I. PURPOSE**

The Parties recognize the need for a coordinated and cooperative response to protect elder adults-at-risk and adults-at-risk (hereinafter “elder adults/adults-at-risk”) and keep them safe. This Memorandum of Understanding is intended to establish a uniform process for response and investigation of reports of abuse, neglect, and financial exploitation.

This Memorandum of Understanding complies with Wis. Stats. §46.90(3)(a) and §55.043(1g), requiring county elder adults/adults-at-risk agencies to develop a policy for notifying and working with law enforcement agencies to respond to and protect elder adults/adults-at-risk. This agreement is specific to the Waukesha County Department of Health and Human Services – Aging and Disability Resource Center Adult Protective Services unit (hereinafter “APS”) and does not include the entire Waukesha County Health and Human Services Department.

See attached Appendix A for definitions.

**II. COLLABORATION**

The Parties mutually agree interdisciplinary interventions are the most effective method of resolving cases of abuse, neglect, and exploitation of elder adults/adults-at-risk. The Aging and Disability Resource Center has established an Interdisciplinary Team (“I-Team”), known as the Waukesha County Elder Adults/Adults-at-Risk I-Team (“Waukesha County I-Team”), as required under the elder abuse funding contract. The purpose of the Waukesha County I-Team is to

improve practice and collaboration between a wide variety of professionals and disciplines, to identify and address gaps in service, and to increase community awareness. This collaborative approach ensures:

- sharing of available knowledge and resources to the extent the law allows,
- elimination of duplication of services,
- effective system of client referral, assessment, and response,
- better coordination of criminal investigations, and,
- a shared commitment to victim safety and holding abusers accountable.

Representation of Waukesha County Law Enforcement (hereinafter “Law Enforcement” or “law enforcement agency(ies)”) on the Waukesha County I-Team is essential and each law enforcement agency is encouraged to participate. Additionally, each law enforcement agency is asked to identify a contact person for assistance or consultation for APS staff in elder adult/adult-at-risk cases.

### **III. ROLE OF LAW ENFORCEMENT**

Law Enforcement personnel are responsible for protecting the community with a focus on finding, investigating, and prosecuting crime. Law enforcement also has a significant role in protecting elder adults/adults-at-risk through investigating crimes by alleged abusers or through securing elder adults/adults-at-risk who are likely to harm themselves or others. APS may consult with Law Enforcement or ask an officer/deputy to accompany him or her when responding to abuse, neglect, or financial exploitation of an elder adult/adult-at-risk. Law enforcement shall only be obligated to perform its duties under this Memorandum of understanding if Law Enforcement determines, in its sole discretion, it has the adequate means, resources, and capacity to assist APS with an incident and/or investigation involving an elder adult-adult-at-risk, except as otherwise required by statute or law.

- A. Law Enforcement will accompany the APS worker if, based on the report details, the APS worker believes he or she or the elder adult/adult-at-risk may be injured or harmed during the response to the report of abuse, neglect, or financial exploitation. Examples of situations that may require Law Enforcement accompaniment include the presence of alcohol, drugs, weapons, dangerous animals, or a history of prior calls for service.
- B. Law Enforcement will act or accompany an APS worker when impediments such as interference by a guardian, caregiver, or family member are preventing the APS worker from talking with the elder adult/adult-at-risk.
- C. Except in emergency circumstances or other incident requiring an immediate response by Law Enforcement, as determined in the sole discretion of Law Enforcement, Law Enforcement should exercise reasonable efforts to contact and make a referral to APS

when an investigation leads the officer/deputy to believe an individual may be at-risk of self-neglect, neglect, financial exploitation, or abuse. Upon receiving the referral, APS will make a determination on the response required. When contacting APS, Law Enforcement should provide the following minimum information:

1. Name, date of birth, and contact information for the elder adult/adult believed to be at risk.
  2. Name, relationship, and contact information of the alleged perpetrator of neglect, financial exploitation, or abuse.
  3. A brief description of the elder adult/adult believed to be at risk's circumstances and any evidence regarding the alleged neglect, financial exploitation, or abuse.
- D. Law Enforcement may contact APS when an elder adult/adult-at-risk response or criminal investigation leads the officer to believe there is a need for emergency protective placement.
- E. Law Enforcement will assume primary responsibility for the collection, processing, preservation, and storage of physical evidence in suspected cases of criminal abuse, criminal neglect, or criminal financial exploitation of an elder adult/adult-at-risk.
- F. Law Enforcement will advise APS when any criminal investigation involving abuse, neglect, or financial exploitation of an elder adult/adult-at-risk is referred to the District Attorney's office, the Wisconsin Department of Justice, or the U.S. Attorney's Office for prosecution.
- G. At the conclusion of any criminal investigation, whether completed independently by Law Enforcement or completed jointly with APS, the law enforcement agency will provide APS with the relevant information, including, but not limited to, police reports, for APS to prepare and submit the required elder adult/adult-at-risk abuse reporting form to the state.
- H. Each law enforcement agency will provide contact information for a liaison with APS. The liaison is encouraged to be an active participant on the Waukesha County I-Team.
- I. Requests for records and information pursuant to this Memorandum of Understanding, APS referrals, and contact may be made in the following ways:
1. Email or scanned referral information to: [apsintake@waukeshacounty.gov](mailto:apsintake@waukeshacounty.gov)
  2. By phone:
    - i. Regular business hours: (262) 548-7848
    - ii. After business hours: (262) 547-3388

#### IV. ROLE OF APS

The ultimate role of APS is to protect elder adults/adults-at-risk from behaviors or conditions that are placing the elder adult/adult-at-risk's health, physical safety, welfare, or financial security in substantial jeopardy. In some cases, the best way to protect an elder adult/adult-at-risk is to work with Law Enforcement to remove the abuser. Law Enforcement also has experience and tools to respond to situations where the elder adult/adult-at-risk may harm himself/herself, or others.

- A. Law Enforcement may consult with APS or ask an APS worker to accompany him or her when responding to calls that involve an elder adult/adult-at-risk, especially in cases where an emergency protective placement may be required. APS workers may be available to respond to calls during normal business hours.
- B. Upon receiving the referral from Law Enforcement, APS will make a determination on response required within 24 hours as required under Wis. Stats. §46.90(5)(a)1. and §55.043(1r)(a)1g.
- C. The APS response may include investigating reports to determine need for legal interventions, petitioning for protective services or placement, or assisting with guardianship petitions if necessary to prevent abuse, neglect, or financial exploitation.
- D. APS will take appropriate emergency action including emergency protective placement under Wis. Stats. §55.06 if APS considers the emergency action is in the best interest of the elder adult/adult-at-risk and the emergency action is the least restrictive appropriate intervention.
- E. The APS worker should call 911 or contact the appropriate law enforcement agency immediately if a report to APS leads the APS worker to believe that a crime is occurring or imminent or if he or she believes that substantial physical harm, irreparable injury, or death may occur to an elder adult/adult-at-risk.
- F. The APS worker should contact the appropriate law enforcement agency if the APS worker's assessment of a report of abuse, neglect, or financial exploitation leads him or her to believe that a criminal act has occurred.
- G. The APS worker should contact law enforcement if the elder adult/adult-at-risk asks the worker to contact law enforcement.
- H. APS will provide contact information for a liaison with each law enforcement agency.

## **V. SHARED ROLE OF APS AND LAW ENFORCEMENT**

The Parties should work together on cases involving conditions such as aggressive, dangerous, or violent behavior by the elder adult/adult-at-risk, the alleged abuser, or other members of the household. In such situations, the following actions may be necessary:

- An emergency detention pursuant to Wis. Stats. §51.15;
- An emergency protective services pursuant to Wis. Stats. §55.13;
- An emergency protective placement pursuant to Wis. Stats. §55.135;
- Transporting the victim for performance of a medical examination, pursuant to Wis. Stats. §46.90(5)(br) or §55.043 (1r)(c);
- Treatment needs related to alcohol or drug abuse under Wis. Stats. §51.45(11)(b);
- An individual-at-risk restraining order under Wis. Stats. §813.123.

## **VI. CRIMINAL INVESTIGATIONS**

The Parties recognize they have different roles, functions, and responsibilities during the investigation of suspected criminal offenses committed against an elder adult/adult-at-risk. The Parties will conduct separate investigations consistent with their respective agency's standard operating procedures.

The Parties agree to work cooperatively and with an open exchange of information, to the extent allowed by law. The open exchange of information includes, but is not limited to, APS sharing financial records, information, departmental report forms, and other records with Law Enforcement to assist Law Enforcement in the investigation of suspected criminal offenses committed against an elder adult/adult-at-risk.

## **VII. CONFIDENTIALITY**

The Parties acknowledge reports and records associated with suspected elder adult/adult-at-risk abuse obtained and created by APS are confidential and may not be released or re-released except in circumstances indicated under Wis. Stats. §46.90(6) or §55.043(6) and in compliance with this Memorandum of Understanding.

APS shall maintain the confidentiality of any records supplied by Law Enforcement, except such records may be utilized in court proceedings or as otherwise permitted by law.

In making a report, Law Enforcement officers/deputies and APS workers will not be required to provide their own personal information, including, but not limited to, home address, date of birth, and personal contact information, as the agency's contact information will be adequate.

## **VIII. TRAINING**

The Parties agree to work together collaboratively to mutually develop and conduct training programs for both Law Enforcement personnel and APS staff. Trainings might include information regarding:

- how law enforcement can recognize abuse, financial exploitation, neglect, and self-neglect;
- elder adults/adults-at-risk reporting laws (Wis. Stats. §46.90 and §55.043);
- what APS can do to protect evidence or assist in any pending investigation;
- APS investigation processes and services;
- how to reduce trauma of the elder adult/adult-at-risk during an investigation; and
- services available at Waukesha County Health and Human Services for elder adults/adults-at-risk.

## **IX. EXPRESS RESERVATIONS**

The Parties acknowledge this Memorandum of Understanding is not intended to, nor should be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise between the Parties or any third party against the Parties, their parent agencies, or the officers, employees, agents, or representatives thereof.

## **X. TERMINATION**

This Memorandum of Understanding may be terminated by either party for any reason upon thirty (30) days written notice. Upon termination of this Memorandum of Understanding, neither Law Enforcement, nor APS shall have any further obligation to perform any obligation set forth in this Memorandum of Understanding, except as otherwise required by statute or law.

## **XI. MEMORANDUM REVIEW**

The Parties will meet as needed to identify issues of mutual concern, to identify solutions relating to elder adult/adult-at-risk abuse, neglect, self-neglect, and financial exploitation, or to review this Memorandum of Understanding. This Memorandum of Understanding may be modified or amended upon signature of all parties.

[Signature Page to Follow]

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Elizabeth Aldred  
Director, Waukesha County, Department of Health and Human Services

Date

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Chief of Police, \_\_\_\_\_ Police Department

Date

## APPENDIX A

### DEFINITIONS

**Adult at Risk**, as defined in Wis. Stat. § 55.043(1e), means any adult who has a physical or mental condition that substantially impairs his or her ability to care for his or her needs and who has experienced, is currently experiencing, or is at risk of experiencing abuse, neglect, self-neglect, or financial exploitation.

**Elder Adult at Risk**, as defined in Wis. Stat. § 46.90(br), means any person age 60 or older who has experienced, is currently experiencing, or is at risk of experiencing abuse, neglect, self-neglect, or financial exploitation.

**Abuse**, as defined in Wis. Stat. § 46.90(1)(a), means any of the following:

1. Physical abuse: intentional or reckless infliction of physical pain or injury, illness, or any impairment of physical condition.
2. Emotional abuse: language or behavior that serves no legitimate purpose and is intended to be intimidating, humiliating, threatening, frightening, or otherwise harassing, and that does or reasonably could intimidate, humiliate, threaten, frighten, or otherwise harass the individual to whom the conduct or language is directed.
3. Sexual abuse: a violation of criminal assault law, s. 940.225 (1), (2), (3), or (3m).
4. Treatment without consent: the administration of medication to an individual who has not provided informed consent, or the performance of psychosurgery, electroconvulsive therapy, or experimental research on an individual who has not provided informed consent, with the knowledge that no lawful authority exists for the administration or performance.
5. Unreasonable confinement or restraint: the intentional and unreasonable confinement of an individual in a locked room, involuntary separation of an individual from his or her living area, use on an individual of physical restraining devices, or the provision of unnecessary or excessive medication to an individual, but does not include the use of these methods or devices in entities regulated by the department if the methods or devices are employed in conformance with state and federal standards governing confinement and restraint.

**Caregiver**, as defined in Wis. Stat. § 46.90(1)(an), means a person who has assumed responsibility for all or a portion of an individual's care voluntarily, by contract, or by agreement, including a person acting or claiming to act as a legal guardian.

**Financial exploitation**, as defined in Wis. Stat. § 46.90 (1) (ed), means any of the following:

1. Obtaining an individual's money or property by deceiving or enticing the individual, or by forcing, compelling, or coercing the individual to give, sell at less than fair market value, or in other ways convey money or property against his or her will without his or her informed consent.
2. Theft, as prohibited in s. 943.20.
3. The substantial failure or neglect of a fiscal agent to fulfill his or her responsibilities.
4. Unauthorized use of an individual's personal identifying information or documents, as prohibited in s. 943.201.
5. Unauthorized use of an entity's identifying information or documents, as prohibited in s. 943.203.
6. Forgery, as prohibited in s. 943.38.
7. Financial transaction card crimes, as prohibited in s.943.41.

**Fiscal Agent**, as defined in Wis. Stat. § 46.90(1)(eg), includes any of the following:

- A guardian of the estate appointed under s. 54.10
- A conservator appointed under s. 54.76
- An agent under a financial power of attorney under s. 243.07
- A representative payee under 20 CFR 416.635
- A conservatorship under the U.S. Department of Veterans Affairs.

**Neglect**, as defined in Wis. Stat. § 46.90(1)(f), means the failure of a caregiver, as evidenced by an act, omission, or course of conduct, to endeavor to secure or maintain adequate care, services, or supervision for an individual, including food, clothing, shelter, or physical or mental health care, and creating significant risk or danger to the individual's physical or mental health. "Neglect" does not include a decision that is made to not seek medical care for an individual, if that decision is consistent with the individual's previously executed declaration or do-not-resuscitate order under Chapter 154, a power of attorney for health care under Chapter 155, or as otherwise authorized by law.

**Self-neglect**, as defined in Wis. Stat. § 46.90(1)(g), means a significant danger to an individual's physical or mental health because the individual is responsible for his or her own care but fails to obtain adequate care, including food, shelter, clothing, or medical or dental care.

**Adult protective services (APS)**, under Wis. Stat. § 55.02, refers to any services that, when provided to an individual with developmental disabilities, degenerative brain disorder, serious and persistent mental illness, or other like incapacity, keep the individual safe from abuse, neglect, or misappropriation of property or prevent the individual from experiencing deterioration or from inflicting harm on himself or herself or another person.

The terms adult protective services (APS) agency and adult protective services (APS) system are used to refer to the agency or agencies to which the county has assigned responsibility under Wis. Stat. § 55.02 for planning and carrying out the county's protective services responsibility.

Under Wis. Stat. § 55.02(6r), protective services include any of the following:

- Outreach.
- Identification of individuals in need of services.
- Counseling and referral for services.
- Coordination of services for individuals.
- Tracking and follow-up.
- Social services.
- Case management.
- Legal counseling or referral.
- Guardianship referral.
- Diagnostic evaluation.
- Other

**Degenerative brain disorder** means the loss or dysfunction of an individual's brain cells to the extent that he or she [an individual] is substantially impaired in his or her ability to provide adequately for his or her own care or custody." [Wis. Stats. 55.01 (1v)]

**Developmental disability** means a disability attributable to brain injury, cerebral palsy, epilepsy, autism, Prader-Willi syndrome, intellectual disability, or another neurological condition closely related to an intellectual disability or requiring treatment similar to that required for individuals with an intellectual disability, which has continued or can be expected to continue indefinitely and constitutes a substantial handicap to the afflicted individual. "Developmental disability" does not include dementia that is primarily caused by degenerative brain disorder. (Wis Stat. 51.01 (5) (a)-(b))

**Serious and persistent mental illness** means a mental illness that is severe in degree and persistent in duration, that causes a substantially diminished level of functioning in the primary aspects of daily living and an inability to cope with the ordinary demands of life, that may lead to an inability to maintain stable adjustment and independent functioning without long-term treatment and support, and that may be of lifelong duration. "Serious and persistent mental illness" includes schizophrenia as well as a wide spectrum of psychotic and other severely disabling psychiatric diagnostic categories, but does not include degenerative brain disorder or

a primary diagnosis of a developmental disability as defined in Wis. Stats. 51.01 (5) (a), or of alcohol or drug dependence.” [Wis. Stats. 55.01(6v)]

**Other like incapacities** means those conditions incurred at any age which are the result of accident, organic brain damage, mental or physical disability or continued consumption or absorption of substances, producing a condition which substantially impairs an individual from adequately providing for his or her care or custody.  
[Wis. Stats. 55.01 (5)]

**Elder Adults/Adults at Risk Interdisciplinary Team:** Given the complexity of APS cases, and the fact that there are often gaps in the services needed to assist victims, a broad range of professionals looking at a case and planning possible interventions and/or care plans is likely to arrive at effective results. Interdisciplinary teams provide many benefits including:

- Support and validation for case workers as well as consultations on complex case;
- Increased knowledge of community resources;
- Wider range of alternative solutions to consider; and,
- Better coordination of interagency efforts.

**Individuals-at-Risk Restraining Order:** As defined in Wis. Stats. 813.123, a restraining order is more accurately called a “temporary restraining order.” A temporary restraining order is a court order that may remain in effect no longer than seven days unless extended by the court. At the end of this period, the order either ends or is replaced by another court order called an injunction. An injunction can last up to four years. Both types of orders require the respondent to stop engaging in specific behavior for the time period noted in the order. If a respondent violates an order, he or she may be arrested, fined or imprisoned.

The individual at risk restraining order may be petitioned for by:

- an elder adult/adult at risk,
- his or her guardian,
- an interested person acting on behalf of an individual at risk, or
- an EA/AAR agency.



**Village of Hartland  
Administration**

210 Cottonwood Ave, Hartland, WI 53029  
[www.villageofhartland.com](http://www.villageofhartland.com)

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|-----------------------------------|--|
| <b>Committee:</b> Village Board   | <b>Memo Date:</b> February 16, 2023    |
| <b>Village Board Item Number:</b> | <b>Meeting Date:</b> February 27, 2023 |
| <b>Submitted By:</b> Ryan Bailey  |  |
| <b>Subject:</b> Budget Amendment  |  |

**Details:** In 2022, the Village overspent budgeted expenditures by \$69,809.95 or 0.88%. However, there were offsetting revenues received during 2022 that were \$240,611 over budget. In order to address the overage in expenditures, the Board is asked to consider a budget amendment as shown in Attachment A. The budget amendment staff is proposing shows an increase in budgeted revenues for Inspection permits from \$245,000 to \$277,200, an increase in interest income from \$18,000 to \$83,000, and an increase in budgeted expenditures for Contingency from \$87,921 to \$185,121. The amendment only addresses the excess expenditures and revenues to offset them. We had a much higher year than anticipated for interest income and building permits. This amendment is needed to more accurately show the Village's expenditures because of our increase in building permits and interest income.

**Financial Remarks:** No actual financial changes, just amending the budget to show a more accurate picture with our permit revenue and expenditures.

**Options & Alternatives:** The board could not approve this amendment and then it would show the Village over expended our expenditures for 2022. The board can approve the requested amendment and direct staff to make the budget amendment and publish it.

**Executive Recommendation:** Staff recommends approving the budget amendment and publication of the budget amendment.

# Attachment A

| VILLAGE OF HARTLAND BOARD AMENDED 2022 BUDGET SUMMARY |  |                      |                   |                  |
|---|--|----------------------|-------------------|------------------|
| GENERAL FUND  |  |                      |                   |                  |
|   | ADOPTED<br>2022 BUDG                   | AMENDED<br>2022 BUDG | PERCENT<br>CHANGE |                  |
| <b>REVENUES</b>                                       | PROPERTY TAXES                         | 4,757,909            | 4,757,909         | 0.00%            |
|   | OTHER TAXES                            | 215,000              | 215,000           | 0.00%            |
|   | INTERGOVERNMENTAL REVENUE              | 1,525,494            | 1,525,494         | 0.00%            |
|   | LICENSES & PERMITS                     | 265,000              | 297,200           | 12.15%           |
|   | FINES & FORFEITURES                    | 96,000               | 96,000            | 0.00%            |
|   | PUBLIC CHARGES FOR SERVICES            | 532,690              | 532,690           | 0.00%            |
|   | INTERGOVERNMENTAL CHARGES FOR SERVICES | 69,248               | 69,248            | 0.00%            |
|   | MISCELLANEOUS                          | 373,500              | 438,500           | 17.40%           |
|   | OTHER FINANCING SOURCES                | 93,002               | 93,002            | 0.00%            |
|   | <b>TOTAL GENERAL FUND REVENUE</b>      |                      | <b>7,927,843</b>  | <b>8,025,043</b> |
| <b>EXPENDITURES</b>                                   | GENERAL GOVERNMENT                     | 1,063,866            | 1,161,066         | 9.14%            |
|   | PUBLIC SAFETY                          | 4,090,987            | 4,090,987         | 0.00%            |
|   | PUBLIC WORKS                           | 1,648,195            | 1,648,195         | 0.00%            |
|   | CULTURE & RECREATION                   | 1,124,795            | 1,124,795         | 0.00%            |
|   | <b>TOTAL GENERAL FUND EXPENDITURES</b> |                      | <b>7,927,843</b>  | <b>8,025,043</b> |

The fund listed above was amended by the Village Board Monday February 27, 2023. Only the above fund information was approved as part of the budget process. The following tabs showing detail are for informational purposes only.