

**VILLAGE BOARD AGENDA
MONDAY, JANUARY 22, 2024
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

Call to Order

Roll Call

Pledge of Allegiance – Trustee Conner

Swearing in of Police Officer Taylor Weiss

Swearing in of Bryan Thomas, Firefighter/Paramedic and
Griffin Casper, Firefighter/EMT (Paramedic Student)

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

1. Consideration of Village Board minutes of January 8, 2024.
2. Items related to vouchers.
 - a. Consideration of vouchers for payment in the amount of \$ 158,131.78.
3. Actions related to Licenses and Permits
 - a. Consideration of Operator's (Bartender) Licenses
4. Conceptual review of public art plan by Arrowhead High School students and Hartland BID

Item referred from the December 5, 2023 Park & Recreation Board Meeting

5. Consideration of Second Reading, with possible waiving of the Third Reading, of Bill for an Ordinance No. 01/08/2024 Repealing Prior Resolutions 1-25-2016-01 and 11-27-2017-01 and Creating § 70-31 of the Village of Hartland Code of Ordinances With Respect to the Park and Recreation Board by Establishing a Subcommittee of Same

Items referred from the January 15, 2024 Plan Commission meeting

6. Consideration of a motion to approve plans for an addition of an attached garage and storage area on St. Charles Congregation property, 313 Circle Drive.

7. Consideration of a motion to approve renovation plans for Empower Movement, 123 Lawn Street.

Other Items for Consideration

8. Discussion and consideration of adjustment to Fire Department ambulance service fees
9. Consideration of Memorandum of Understanding Regarding the NIBIN Enforcement Support System (NESS) and authorization of Chief Misko to sign on behalf of the Village.
10. Consideration of Memorandum of Understanding Regarding The eTrace Internet Based Firearm Tracing Application and authorization of Chief Misko to sign on behalf of the Village.
11. Consideration of First Reading of Bill for an Ordinance No. 01/22/2024 “An Ordinance to Amend Chapter 30 of the Village of Hartland Municipal Code Pertaining To Municipal Court”
12. Consideration of First Reading of Bill for an Ordinance No. 01/22/2024-01 “An Ordinance Amending Section 6-37 of the Village of Hartland Municipal Code Pertaining to Operators License”.
13. Schedule public hearing February 12, 2024 for an Ordinance Amending § 50-232 of the Village of Hartland Municipal Code Pertaining to Impact Fees
14. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regard to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.
15. Adjournment.

Ryan Bailey, Village Manager

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Sandee Policello, Village Clerk, at 262-367-2714. The Municipal Building is handicap accessible. To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The meeting ID is: 881 6740 5305 Passcode: 849716 Or participate online:

<https://us02web.zoom.us/j/88167405305?pwd=N2cvODJERTIGcS8wS2lzYIRGOG0wUT09>

**VILLAGE OF HARTLAND
VILLAGE BOARD MINUTES
MONDAY, JANUARY 8, 2024
6:30 PM**

BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

President Pfannerstill called the meeting to order at 6:32 pm

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

Others Present: Village Manager Bailey, Clerk Policello, Police Chief Misko, Fire Chief Jambretz, DPW Director Felkner, DPW Operations Leadman Jenson, DPW Operations Manager Jungbluth, Recreation Director Rennekamp, Tonya Little - Little Dipperz, Terry Casper – American Legion, Jim Muenzenberger – BID, Kristyn Smith - BID

Pledge of Allegiance – Trustee Wallschlager

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

There were no public comments.

1. Consideration of Village Board minutes of December 11, 2023.
Motion (Conner/Hallquist) to approve the Village Board minutes of December 11, 2023. All were in favor, **motion carried**. Abstain - Truttschel
2. Items related to vouchers
 - a. Motion (Truttschel/Wallschlager) to approve Contractor's Application for Payment, Wolf Paving, in the amount of \$31,078.50. All were in favor, **motion carried**.
 - b. Motion (Wallschlager/Conner) to approve vouchers for payment in the amount of \$702,299.26. All were in favor, **motion carried**.
3. Discussion and consideration of special events
 - a. Trailtessa Retreat, Ice Age Trail Alliance, with request to waive fees

Recreation Director Rennekamp introduced this application. The program engages women and girls with nature. They will charge a small registration fee to cover their costs for the event. The Recreation Board recommends approval of this application and the waiving of fees.

Motion (Pfeiffer/Hallquist) to approve the application for Trailtessa Retreat with waiving of the fees. All were in favor, **motion carried**.

4. Consideration of food vendor application for Little Dipperz

Tonya Little appeared for this application. She is requesting to sell ice cream from her cart in Nixon Park on Wednesday and Thursday nights and Saturday afternoons. President Pfannerstill asked if she wanted to restrict the days/hours. Little said she would like to respect the Board,

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but would like more dates and times to sell in the park. Pfannerstill said if someone obtained a special event permit for the park, it should go through the permit holder to approve, rather than the Recreation Department.

Trustee Hallquist said at the Recreation Board meeting Little mentioned that if sales in Nixon Park were successful, she may want to go to Centennial Park; would the same fee satisfy this? Manager Bailey said Little would need to come back and amend her business plan to include the other location, unless the Board approved her application for other locations. A second fee would apply if she obtained a second cart. Pfannerstill said he was fine with Little selling in multiple parks.

Motion (Pfeiffer/Truttschel) to approve the food vendor permit for sales any day of the week and weekend with no limit to hours in Nixon and other Village parks with one cart. Special event permit holders will need to approve her selling during those events. All were in favor, **motion carried.**

5. Consideration of First Reading of an Ordinance Repealing Prior Resolutions 1-25-2016-01 and 11-27-2017-01 and Creating § 70-31 of the Village of Hartland Code of Ordinances With Respect to the Park and Recreation Board by Establishing a Subcommittee of Same

This is the First Reading. Mr. Bailey presented. This is an informal ad hoc committee that will be under the guise of the Park Board. They can meet when they want and with whom they want. Items can be referred to the Park Board for consideration and sent to the Village Board when necessary. DPW Director Felkner said there are no quorum or open meeting rules with ad hoc committees. They can meet and email amongst themselves without agendas and minutes. Felkner said he and Recreation Director Rennekamp are available to discuss Village related items with the ad hoc committee. The Village appreciates the work that they do. This will save administration time spent preparing agendas and minutes; it will also save staff time attending the meetings.

Mr. Bailey said the second reading will be on January 22nd when the rules could be suspended to waive the 3rd reading. Bailey said they will still have their 2024 budget of \$8000. He said the group would not have appointees.

Director Rennekamp said there are 20 Ice Age Trail communities; we were one of the first and at that time we established the committee. We are now the only community with a formal committee. She said the ad hoc committee would be less formal. Ice Age Trail items needing Park Board approval will be put on that agenda.

First reading is complete.

6. Discussion and consideration of Sons of the American Legion request for banner for Operation Homeless Veterans

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Terry Casper, the Adjunct of Sons of the American Legion appeared. This is their largest fundraising event for veterans. This annual event has raised \$20,000, \$35,000, \$40,000 and in 2023 \$80,000 was raised. They promote the event with flyers and posters. They want to make more local people aware of the event and would like approval of a banner. They also do fundraising that goes directly to the community.

Motion (Pfannerstill/Pfeiffer) to approve the request by Sons of the American Legion for a banner for Operation Homeless Veterans for 2024 and that it be added as an approved event going forward.

Trustee Wallschlager has been to this event. She said while this event is inspiring and productive for the homeless veterans, it does not qualify to have a banner over Capitol Drive. We set our guidelines for qualifiers that must be met before the Board would consider a request. It does cost us to have the banner put up and taken down. There are other locations in the Village with high visibility that could be used for advertising.

Trustee Hallquist asked if the entertainment is donating their time and efforts. Casper said that they are.

Trustee Truttschel said he is a member of the Sons of the American Legion. It is a wonderful organization that does unprecedented things for the Village. He will be abstaining from the vote, but wanted to add this event is huge for the community.

President Pfannerstill said we have a list of approved events for banners and he is supportive of adding this event; 100% of the funds raised go to the homeless veterans initiative. The event raises money for people that have put their lives on the line and we should stand with them to help the homeless veterans. This is a policy that would be changed to add this event to the list approved for a banner.

Wallschlager said she has attended the event almost every year; her husband is a Vietnam veteran and her father is a WWII veteran and she supports them. If we let this rule slide, we have nothing to back us up if someone wants to have a banner placed.

Pfannerstill called the question. Aye - 5, Nay – 1 Wallschlager, Abstain - Truttschel

7. Discussion and consideration of modification to BID grant funds for façade improvements and flower basket maintenance invoicing.

Village Manager Bailey said this was tabled at the last meeting. The Village contributes \$20,000 to the matching grant program. The goal was to adjust the façade grant down to \$15,000 and the Village would continue watering the plants at no charge to the BID. The Board requested at the last meeting that the BID appear before the Board.

UNKNOWN PERSON of the BID said they buy the flowers for the baskets. Two years ago they bought planters that hold water, which increased the time between waterings. The flowers give

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a hometown feel. He has received good feedback on the flowers and the snowflake decorations. He feels the flowers are one of the more visually appealing things they do.

President Pfannerstill suggested 50% of the watering cost could be covered by the Village and 50% covered by BID.

Kristyn Smith said the BID has a \$34,000 operating budget and the flower watering has increased to about \$5,000. The BID prefers that the façade grant amount from the Village be reduced to \$15,000 and the Village cover the watering of the flowers.

Motion (Conner/Pfannerstill) to reduce the BID grant to \$15,000 with the Village covering the watering expense of the flowers. All were in favor, **motion carried.**

Brief recess at 7:25 pm. The meeting resumed at 7:29 pm.

8. Consideration of First Reading of an Ordinance Amending § 50-232 of the Village of Hartland Municipal Code Pertaining to Impact Fees and schedule of public hearing
 - a. Consideration of setting a date for a Public Hearing on January 22, 2024

Village Manager Bailey explained this is a first reading. At the next meeting the representative from Ruckert Mielke, that prepared the fee study, Ed Maxwell, will attend. He asked that questions be held for that meeting. If a new Police Department and Village Hall is decided on, this will be brought back for revision.

First reading is complete. Motion (Pfeiffer/Conner) to set a public hearing on January 22, 2024. All were in favor, **motion carried.**

9. Discussion and consideration of site license agreement with CCATT for the cell tower property located at 671 Hill Street.

Village Manager Bailey said this is to enable Dish Network to be installed on an existing monopole for payment of \$30,000 per year. This is a five year agreement with a five year renewal. This is in line with our other agreements. Once this is signed and approved, we may discuss the Bristlecone tower. The location for this agreement is not on our water tower, so we will not have to do any maintenance because it will be on the monopole on Hill Street.

Motion (Pfeiffer/Hallquist) to approve the site license agreement with CCATT for the cell tower property located at 671 Hill Street. All were in favor, **motion carried.**

10. Discussion of building needs analysis and possible action creating a committee.

Village Manager Bailey said Zimmerman gave us some information regarding our needs. He said there are different ideas of where to put another building. He said it needs to be determined what we need, not what we want. We need to determine how we want to proceed with this.

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President Pfannerstill said he would like department heads to come to the Board, similar to how the budget is presented, and present what their needs are. Bailey said we could schedule a special meeting in February or March.

Chief Misko said they have a small, aging facility; they had roof leaks yesterday. Misko suggested a walk-through of the Police Department so he can show their needs to the Board. They are one big case from being at capacity and he works diligently at keeping the space clear. They just offered a position to a female officer; if it were offered to a male, he would not have had a locker for that officer. Misko feels Zimmerman's numbers were high. Lake Delton just constructed a police facility in 2022 for \$10.2 million, which is a lot less than \$24.2 million.

Trustee Conner agrees with seeing what the needs are, he is a visual person. Bailey said this will be discussed with staff and they will come up with a plan.

Pfannerstill said this will need to go to the public and they will need to be informed why this is a need and why it benefits this community. While we have borrowing capacity, it should go to referendum.

No action taken. Staff will bring this back in a month.

11. Discussion and consideration of new Village logo.

Trustee Pfeiffer likes the design submitted by artist 2. He would like to see the Village's established date added to the smaller/envelope image. President Pfannerstill and Trustee Wallschlagel feel that the foot bridge is bland in the artist 2 design.

Motion (Pfeiffer/Conner) to approve the logo design by graphic artist 2 with the Village's established date added and elimination of the stars in the smaller version.

Vote: 5 – 0, Pfannerstill and Wallschlagel abstain. **Motion carried.**

12. Announcements: Chief Misko said Adam Miller served his last day with the Department on January 1st after 25 years of service; he accepted a State position with Probation and Parole. Taylor Weiss has accepted an offer of employment; she has over 5 years of experience with the sheriff's department and City of Greenfield; she will start early February.

Chief Jambretz said they are progressing with the strategic plan. The two new hires had their psychological testing today and are expected to start in the next week or so with a swearing in at the January 22nd meeting. The Department will provide CPR training Wednesday and Thursday in Wauwatosa for 40 people; another class for St. Charles ushers next week and 2 classes through the Recreation Department in February.

Recreation Director Rennekamp said T-ball registration is coming soon. They hope to open the ice rink in Nixon Park next week. The rink status will be updated on the Recreation page of the

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Village website and the Recreation Facebook page. The Full Moon Hike is on January 25th at 6:30 pm.

DPW Director Felkner said the part-time utility clerk has started, she works 20-25 hours per week. He asked that residents keep their garbage cans out of road and out of the way of plows with the expected snow this week.

President Pfannerstill announced the American Legion sleep out event on February 9 and 10. He said the owner of Citgo contacted him and apologizes that they made a mistake on their pricing by \$1/gallon; he wanted that message sent to the community.

13. Adjournment

Motion (Pfeiffer/Wallschlager) to adjourn at 8:14 pm. All were in favor, **motion carried**.

Respectfully submitted,

Sandee Policello
Village Clerk

To: Village President & Board of Trustees
From: Tonia Smith, Fiscal Clerk
Date: January 17, 2024
RE: Voucher List

Attached is the voucher list for the
January 22, 2024 Village Board Meeting

January 22, 2024 Checks for 2024 Expenses:	\$ 132,567.82
January 22, 2024 Checks for 2023 Expenses:	\$ 25,563.96
Total Amount of all Checks:	<u>\$ 158,131.78</u>

VILLAGE OF HARTLAND
VOUCHER LIST - JANUARY 22, 2024 (2024 EXPENSES)

Account Descr	Search Name	Comments	Amount
G 101-12110 PROPERTY TAX REFUNDS	BORDEN, JOSEPH & CAROLYN	2023 PROPERTY TAX REFUND 0726069	\$2,548.91
G 101-12110 PROPERTY TAX REFUNDS	BRAUN, LEIGH AND JESSE	2023 PROPERTY TAX REFUND 0391102	\$849.72
G 101-23000 SPECIAL DEPOSITS	DELI PIZZA	600 HARTBROOK DRIVE OCCUPANCY REFUND	\$500.00
R 101-46730 RECREATION CLASSES	EDGAR, POLLY	REFUND OF ACCOUNT BALANCE	\$66.00
G 101-12110 PROPERTY TAX REFUNDS	GLINECKI, KATY	2023 PROPERTY TAX REFUND 0423982018	\$1,767.62
G 101-12110 PROPERTY TAX REFUNDS	JERRY R CHRISTIANSON REVOCABLE	2023 PROPERTY TAX REFUND 757101	\$5,522.14
G 101-31680 ICE RINK	KAESTNER AUTO ELECTRIC CO	SHOVELS FOR ICE RINK	\$119.98
G 101-12110 PROPERTY TAX REFUNDS	KEENAN, DANIEL	2023 PROPERTY TAX REFUND 0423981012	\$4,569.45
G 101-12110 PROPERTY TAX REFUNDS	KOMONDOROS, MARTIN	2023 PROPERTY TAX REFUND 0424073	\$1,430.16
G 101-12110 PROPERTY TAX REFUNDS	PANKOW, DANIEL	2023 PROPERTY TAX REFUND 0423981029	\$5,154.98
G 101-12110 PROPERTY TAX REFUNDS	SAFRANEK, RYAN J & ANGELA M	2023 PROPERTY TAX REFUND 0391095	\$437.79
G 101-12110 PROPERTY TAX REFUNDS	SCHMITZ, LINDA J	2023 PROPERTY TAX REFUND 0428039	\$2,462.49
G 101-12110 PROPERTY TAX REFUNDS	THE ISHERWOOD TRUST	2023 PROPERTY TAX REFUND 0391118	\$350.74
G 101-12110 PROPERTY TAX REFUNDS	THOMAS, ANDREW AND SARAH	2023 PROPERTY TAX REFUND 0391023	\$968.92
G 101-12110 PROPERTY TAX REFUNDS	WEBBER, TYSON	2023 PROPERTY TAX REFUND 0430094	\$255.89
G 101-12110 PROPERTY TAX REFUNDS	WELLS FARGO	OVERPAYMENT OF TAXES 43084003	\$172.72
G 101-12110 PROPERTY TAX REFUNDS	WILKE, BRITTANY	2023 PROPERTY TAX REFUND 0423981018	\$1,675.64
			\$28,853.15
AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDER	\$322.27
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	VARIOUS MEDICAL SUPPLIES	\$34.94
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HANSON, ANGIE	BACKGROUND CHECK FOR PARAMEDIC CLASS	\$95.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HANSON, ANGIE	PHYSICAL FOR PARAMEDIC CLASS	\$118.00
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$243.75
E 101-52300-290 OUTSIDE SERVICES/CONTRACTS	STATION AUTOMATION INC	ASSET TRACKING SYSTEM	\$1,688.23
			\$2,502.19
AMBULANCE			
ECONOMIC DEVELOPMENT			
E 804-56700-713 SIGN/AWNING/PAINTING GRANTS	WISNIEWSKI, BOB	SIGN GRANT	\$250.00
			\$250.00
ECONOMIC DEVELOPMENT			
FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	HRA FEES	\$261.57
E 101-51500-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$42.00
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$515.91
			\$819.48
FINANCIAL ADMINISTRATION			
FIRE PROTECTION			
E 101-52200-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	RED POLY GAS CAN	\$26.88

Account Descr	Search Name	Comments	Amount
E 101-52200-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	TRUFUEL	\$292.62
E 101-52200-255 BLDGS/GROUNDS	HARTLAND OVERHEAD DOOR	SERVICE CALL	\$414.00
E 101-52200-255 BLDGS/GROUNDS	HURT ELECTRIC INC	LIGHTING FIXTURES	\$1,696.75
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$252.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$243.75
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	STATION AUTOMATION INC	ASSET TRACKING SYSTEM	\$1,688.22
E 101-52200-255 BLDGS/GROUNDS	WIL-KIL	PEST CONTROL	\$73.90
FIRE PROTECTION			<u>\$4,688.12</u>
GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	NOTARY BOND RENEWAL SERVICE	DB NOTARY RENEWAL	\$30.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$70.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$37.50
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$56.77
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	COPIER CONTRACT	\$1,067.38
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	VILLAGE GRAPHICS	PURCHASE ORDERS	\$283.69
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	WI DEPT OF FINANCIAL INST	DB NOTARY RENEWAL	\$20.00
GENERAL ADMINISTRATION			<u>\$1,565.34</u>
INSPECTION			
E 101-52400-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$14.00
INSPECTION			<u>\$14.00</u>
LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	SAW BLADES	\$52.12
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COLLURA, ROSARIO	CLOTHING ALLOWANCE	\$249.89
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	CUSTOM SERVICE INFORMATION	2024 POLICY UPDATES SERVICES	\$550.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#2 OIL CHANGE	\$51.71
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$450.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$252.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY EMERGENCY MAN	ID CARD	\$0.75
LAW ENFORCEMENT			<u>\$1,606.47</u>
LIBRARY			
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$98.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$562.50
LIBRARY			<u>\$660.50</u>
MUNICIPAL BUILDING			
E 101-51600-255 BLDGS/GROUNDS	MENARDS- PEWAUKEE	STOOL/ MORTAR MIX/ BLOCKS	\$40.45
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	WIL-KIL	PEST CONTROL	\$75.00
MUNICIPAL BUILDING			<u>\$115.45</u>

Account Descr	Search Name	Comments	Amount
PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	PORT-A-JOHN	SEASONAL RESTROOM	\$116.00
PARKS			\$116.00
PUBLIC WORKS			
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	MASON BITS	\$19.77
E 101-53000-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	ROUND STEEL	\$43.12
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	AIR/ OIL FILTERS	\$69.51
E 101-53000-360 VEHICLE MAINT/EXPENSE	BUMPER TO BUMPER	SENSORS	\$50.99
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	CA LIGHTING LENSES INC	EMERGENCY LIGHTS FOR SHOP	\$199.65
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	DIESEL	\$1,512.46
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD REFOR FUEL	\$787.62
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDFD FUEL	\$651.05
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD REFOR FUEL	\$2,008.12
E 101-53000-360 VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	\$1,016.17
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$109.35
E 101-53000-360 VEHICLE MAINT/EXPENSE	KAESTNER AUTO ELECTRIC CO	STROBE LIGHT	\$159.98
E 101-53000-360 VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	MISC HARDWARE	\$290.34
E 101-53000-360 VEHICLE MAINT/EXPENSE	KRIETE GROUP	CLAMPS AND GASKETS	\$164.76
E 101-53000-360 VEHICLE MAINT/EXPENSE	KRIETE GROUP	COOLANT PIPE	\$196.46
E 101-53000-360 VEHICLE MAINT/EXPENSE	MADISON TRUCK EQUIPMENT	STROBE LIGHTS/ HYD SPINNER	\$509.17
E 101-53000-360 VEHICLE MAINT/EXPENSE	MADISON TRUCK EQUIPMENT	RECEIVER KITS	\$469.76
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	LUMBER AND SUPPLIES FOR SHELVES	\$127.37
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	STOOL/ MORTAR MIX/ BLOCKS	\$40.45
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	RETURN OF SUPPLIES	-\$31.43
E 101-53000-360 VEHICLE MAINT/EXPENSE	MILLER-BRADFORD RISBERG INC	SEAL KIT	\$106.06
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$84.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	TIRES	\$284.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMPS TIRE SERVICE INC	SKID LOADER TIRES	\$261.08
E 101-53000-360 VEHICLE MAINT/EXPENSE	PRICE ENGINEERING	ADAPTER	\$2.40
PUBLIC WORKS			\$9,132.21
RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	JANUARY ART STUDIO	\$2,544.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	LITTLE HOOPER HANDS FITNESS	\$2,394.40
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	LAKE COUNTRY FINE ARTS SCHOOL	HANDBUILDING AND SCULPTING WITH CLAY	\$448.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$300.00
E 101-55300-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$28.00
RECREATION PROGRAMS/EVENTS			\$5,714.40
SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	HRA FEES	\$40.24

Account Descr	Search Name	Comments	Amount
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$21.00
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$131.25
SEWER SERVICE			<u>\$192.49</u>
SPLASHPAD UPDATES			
E 401-76180-285 CONSTRUCTION COSTS	COMMERCIAL RECREATION SPECIALI	SPLASH PAD PARTS	\$18,239.25
SPLASHPAD UPDATES			<u>\$18,239.25</u>
TRUSTEES			
E 101-51100-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$98.00
TRUSTEES			<u>\$98.00</u>
WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	HRA FEES	\$100.61
E 620-53700-653 MAINTENANCE OF METERS	MIDWEST METER INC	METERS	\$55,490.00
E 620-53700-923 OUTSIDE SERVICES	MIDWEST METER INC	ANNUAL TECHNICAL SUPPORT	\$1,900.00
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	IT SERVICES	\$131.25
E 620-53700-930 MISC GENERAL EXPENSES	ONTECH SYSTEMS, INC	TREND MICRO	\$21.00
E 620-53700-623 PUMPING - SUPPLIES/EXPENSES	WOLTER POWER SYSTEMS	GENERATOR FOR WELL 6	\$357.91
WATER UTILITY			<u>\$58,000.77</u>
			<u>\$132,567.82</u>

VILLAGE OF HARTLAND
VOUCHER LIST - JANUARY 22, 2024 (2023 EXPENSES)

Account Descr	Search Name	Comments	Amount
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	JEWELL, ROBERT	HPPA DUES REFUND	\$102.00
			<u>\$102.00</u>
AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$889.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH PHARMACY OCON	VARIOUS PHARMACEUTICALS	\$18.43
			<u>\$907.93</u>
AMBULANCE			
DPW GARAGE ALARM SYSTEM			
E 401-79225-285 CONSTRUCTION COSTS	ENGINEERED SECURITY SOLUTIONS	SECURITY UPDATES	\$970.34
DPW GARAGE ALARM SYSTEM			<u>\$970.34</u>
FINANCIAL ADMINISTRATION			
E 101-51500-530 TAX BILLING/TAX ROLL	AB DATA	TAX BILL MAILINGS	\$1,725.54
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
			<u>\$1,765.54</u>
FINANCIAL ADMINISTRATION			
FIRE PROTECTION			
E 101-52200-255 BLDGS/GROUNDS	PIONEER SUPPLY LLC	PAPER TOWELS	\$127.00
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$889.50
E 101-52200-255 BLDGS/GROUNDS	PROSHRED SECURITY	SHREDDING SERVICES	\$85.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	RECORD CHECKS FD	\$21.00
			<u>\$1,122.50</u>
FIRE PROTECTION			
INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WI BUILDING INSPECTIONS	DECEMBER PERMITS	\$5,916.81
INSPECTION			<u>\$5,916.81</u>
LAW ENFORCEMENT			
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	EXPERIAN	EMPLOYMENT INSIGHT	\$6.54
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	DEC SERVICES	\$157.50
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	BLOOD DRAWS	\$74.26
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$257.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	RECORD CHECKS PD	\$7.00
			<u>\$502.30</u>
LAW ENFORCEMENT			
LIBRARY			
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$59.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$50.00
E 101-55110-310 BOOKS & MATERIALS	PLAYAWAY PRODUCTS	PLAYAWAYS	\$1,969.75

Account Descr	Search Name	Comments	Amount
E 101-55110-310 BOOKS & MATERIALS	PLAYAWAY PRODUCTS	PLAYAWAYS	\$1,571.75
LIBRARY			\$3,650.50
MUNICIPAL BUILDING			
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	LIGHTS FOR COMMUNITY CENTER	\$69.97
E 101-51600-255 BLDGS/GROUNDS	HOME DEPOT	LIGHT BULBS	\$88.85
MUNICIPAL BUILDING			\$158.82
PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	HOME DEPOT	TIP CLEANER	\$31.94
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	HOME DEPOT	COMPUTER WIRE	\$48.66
E 101-53000-410 STREETS GEN MAINT	HOME DEPOT	LIGHT FOR BATHROOM/ CONCRETE	\$224.77
E 101-53000-345 STAFF EDUCATION/TRAINING	STANFORD, NATHAN	CHAINSAW SAFETY INSTRUCTION	\$940.00
E 101-53000-235 STREET SWEEPING	STRIETER FARM TRUCK SERVICE	HAUL STREET SWEEPINGS	\$845.00
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	RECORD CHECKS DPW	\$7.00
PUBLIC WORKS			\$2,097.37
RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$45.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	RECORD CHECKS REC	\$7.00
RECREATION PROGRAMS/EVENTS			\$52.00
SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
SEWER SERVICE			\$40.00
UNBUDGETED			
E 401-57300-290 OUTSIDE SERVICES/CONTRACTS	PROFESSIONAL SERVICE INDUSTRIE	ENGINEERING SERVICES	\$650.00
UNBUDGETED			\$650.00
WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	AMERICAN LEAK DETECTION	WATER SYSTEM LEAK SURVEY	\$6,937.50
E 620-53700-651 MAINTENANCE OF MAINS	NORTH LAKE SAND AND GRAVEL	ROAD GRAVEL	\$165.63
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLING BACTI	\$75.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLING PHOSPHORUS	\$26.22
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLING BACTI	\$75.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLING BACTI	\$100.00
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	CLOUD BACKUP	\$40.00
E 620-53700-923 OUTSIDE SERVICES	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$45.00
E 620-53700-653 MAINTENANCE OF METERS	T&P SALES INC	GASKETS FOR METERS	\$135.50
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE	\$28.00
WATER UTILITY			\$7,627.85

Account Descr	Search Name	Comments	Amount
			\$25,563.96

VILLAGE OF HARTLAND
LICENSES AND PERMITS
JANUARY 22, 2024

Bartender (Operator's) Licenses

- Aaron M. Whitfield

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).



January 16, 2024

To : Ryan Bailey, Village of Hartland

From: Kristyn Smith, Hartland Business Improvement District

Subject: Downtown Hartland Art Installation

The Hartland Business Improvement District has partnered with Arrowhead High School Warhawk Manufacturing to try to bring some new and exciting art installations downtown. The students are handling this project from conception to installation, and we are really excited about it and the potential it has for increasing traffic Downtown. Art installations invigorate public spaces. They bring fresh energy, add uniqueness, and communities all over are embracing these interactive photo opportunities. Our streetscapes provide the perfect backdrop for sculptures and street art.

Per the Wisconsin Economic Development Corporation, "Main Street districts across America are learning that whimsical and offbeat installations (art, signage, alleys, seating, etc.) can fit well in historic surroundings. They can add vibrancy and interest to an area. In fact, people have come to expect commercial districts to have a touch of the quirky and odd, not just the traditional or staid developments of earlier decades. It is important to add these whimsical touches in a way that does not detract from, or even destroy, the overall historic character."

The students have come up with a fantastic, universally appealing sculpture to kick off what will hopefully be the first of many art installations in Downtown Hartland. The students are ready to present their conceptual design to the Village Board for approval. We think the emoji-style heart will add a touch of whimsy and bring people Downtown for photo opportunities, after a date night, weddings, prom, and beyond. We are eager to share the design with the Village Board and hear their feedback.

Sincerely,

Kristyn Smith
BID Director

The background is a dark blue-grey color with various geometric patterns and shapes in orange and white. There are circles of different sizes, some with dotted interiors, hexagons, and triangles. Some shapes are solid, while others are outlines. There are also horizontal and vertical dotted lines.

Hartland Sculpture Presentation

Village Board - 1/22/24



Project Members

01. Pack Davis

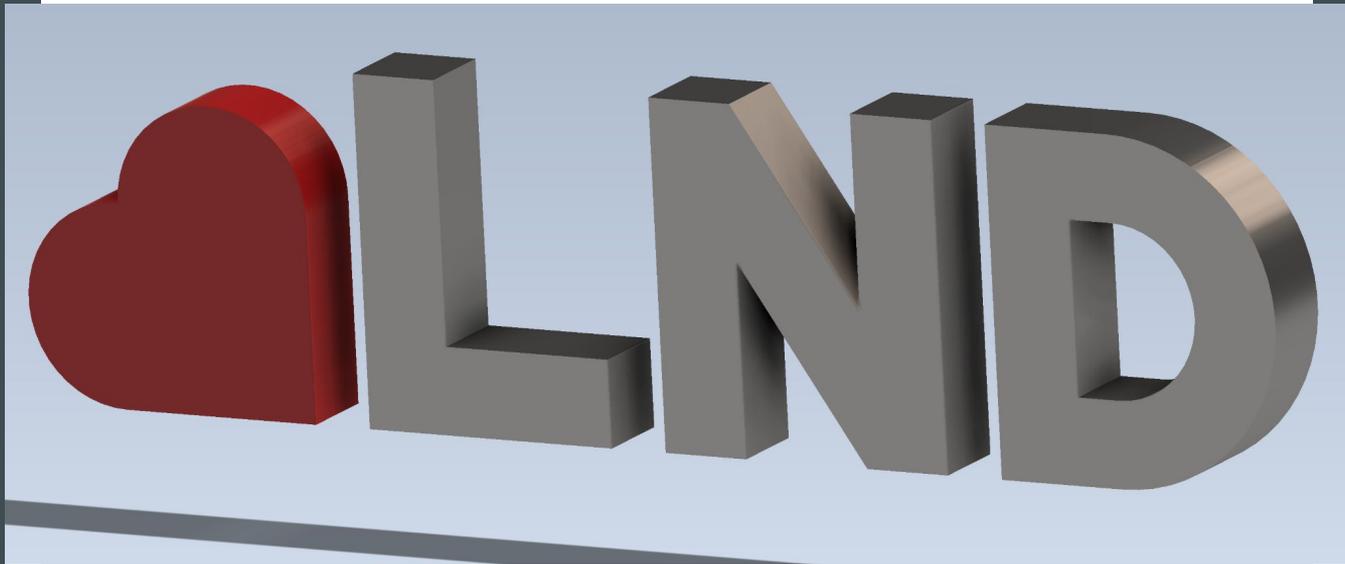
02. Nicole Boudreau

03. Matthew Schmieding

Faculty : Mr. Jeff Luetschwager



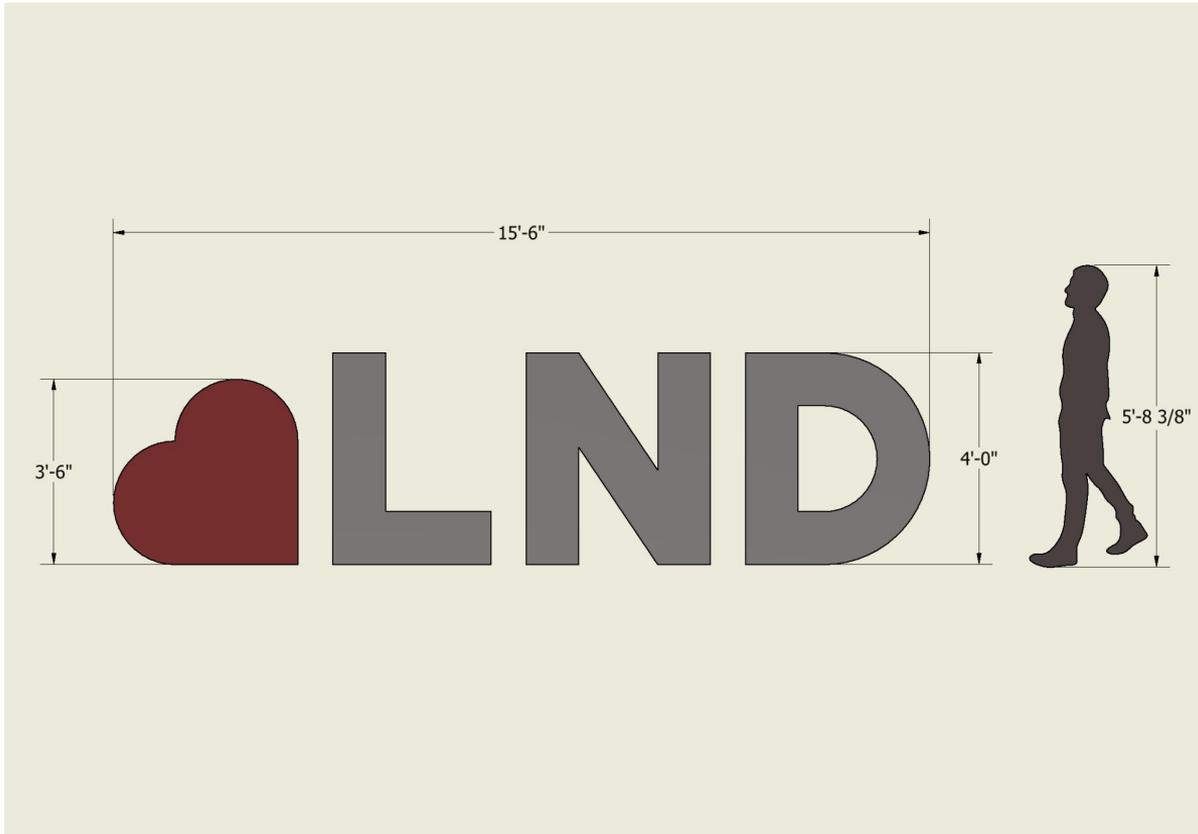
The Design



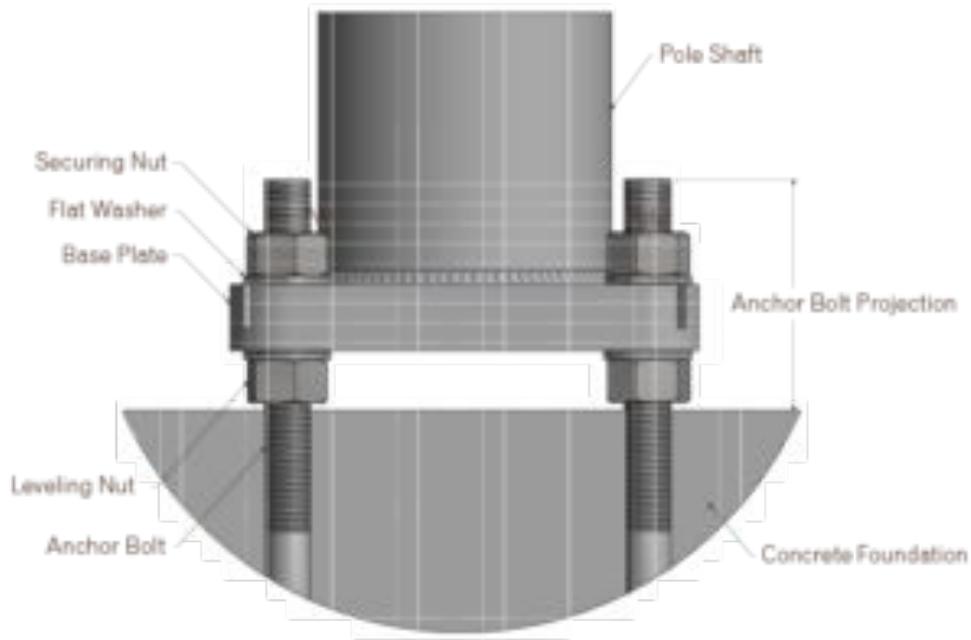
***All letters have depth of 8 -12"



Dimensions of Sculpture



Bolted Mounting Method



- 4 bolts per letter running through letters into the ground
- Allows for movement of sculpture if needed in the future

Lighting of the Sculpture





Production

Project will be produced by Warhawk Manufacturing students after engineering is completed in coming weeks

Materials and Cost

- Letters to be constructed from stainless steel
 - Welded joints
- Red powder coat paint for the heart

Final Arrowhead cost expected around \$7,300:

- 12 sheet of 11 ga. 4' x 4' Stainless Steel ($\$425 \text{ each} \times 12$) = \$5,100
 - 3 letters and 1 heart
- Powder Coat = \$550
- TIG Welding consumables = \$240
- Grinding consumables = \$200
- Labor (120 hours x \$10) = \$1,200
- Note that this excludes site preparation

Potential Sites

Site 01

Site 02

Site 03

Site 01



Red line is roughly 25 ft.



White line is 20 ft.



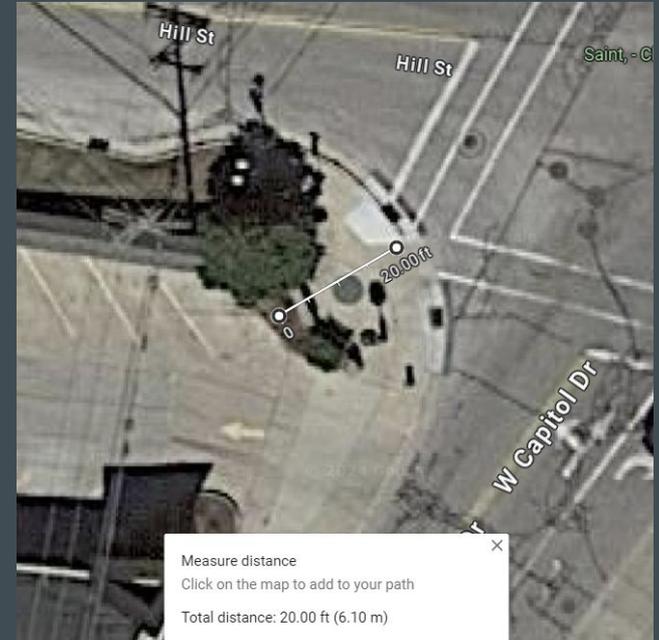
Site 02

Preferred site based on photo distance requirements

Red line is roughly 25 ft.



White line is 20 ft.



Site 03

Site not desired due to photo taking hazards

Red line is roughly 40 ft.

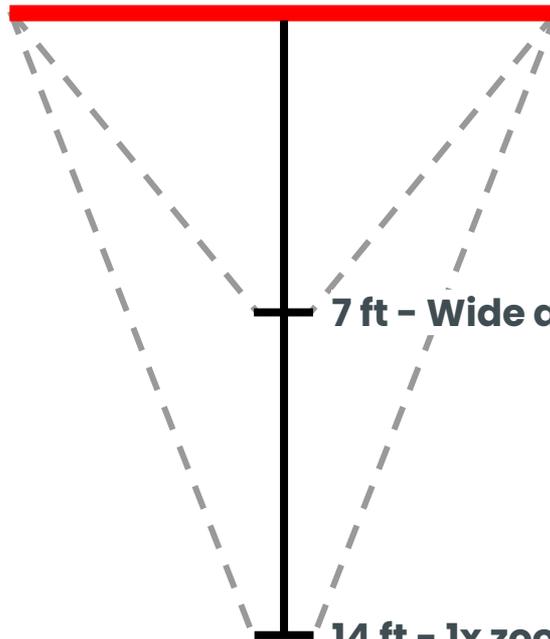


White line is 15 ft.



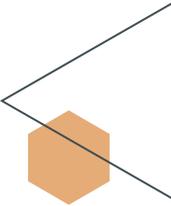
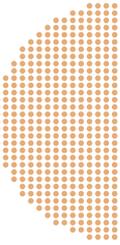
Photo Taking Distances

Expected sculpture width
16 ft



7 ft - Wide angle photo

14 ft - 1x zoom photo



1 STATE OF WISCONSIN WAUKESHA COUNTY VILLAGE OF HARTLAND

2 ORDINANCE NO. _____

3 AN ORDINANCE
4 REPEALING PRIOR RESOLUTIONS 1.25-2016-01 and 11-27-2017-01
5 and CREATING §70-31 OF THE VILLAGE OF HARTLAND CODE OF ORDINANCES
6 WITH RESPECT TO THE PARK AND RECREATION BOARD BY ESTABLISHING AN
7 AD HOC COMMITTEE OF SAME
8
9

10
11 **THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DO ORDAIN AS**
12 **FOLLOWS:**

13 **SECTION 1:** PRIOR RESOLUTIONS 1.25-2016-01 and 11-27-2017-01 OF THE VILLAGE OF
14 HARTLAND are hereby repealed as follows:

15 Finding and intent

16 The Village Board has re-examined its prior resolutions 1.25-2016-01 and 11-27-2017-01 and
17 finds that objectives underscoring the creation of the Ice Age Trail Community Committee and the
18 Environmental Corridor and Open Space Committee are in certain respects interrelated but in need
19 of greater administrative focus and oversight by the Park and Recreation Board.

20 Hence, it is hereby determined that it is in the best interests of the Village to:

21 (1) formally declare that the certain Memorandum of Understanding (“MOU,” dated 9.14.2015)
22 entered into by the Village with the Ice Age Trail Alliance is now concluded and the goals of that
23 instrument are hereby reconsidered, modified, transferred and superseded by this organizational
24 amendment;

25 (2) dissolve the *Hartland Ice Age Trail Community Committee* and terminate all appointments
26 thereto effective upon the passage of this Ordinance Amendment;

27 (3) formally declare that the duties of the *Environmental Corridor and Open Space Committee* are
28 hereby reconsidered, modified, transferred and superseded by this organizational amendment;

29 (4) dissolve the *Environmental Corridor and Open Space Committee* and terminate all
30 appointments thereto effective upon the passage of this Ordinance Amendment;

31 It is directed that the codified version of this ordinance include the Findings and Intent section
32 which is made a part of and incorporated in this ordinance.

33 **SECTION 2:** Chapter 70 of the Village of Hartland Municipal Code of Ordinances pertaining to
34 Parks and Recreation is hereby amended by the creation of the additions shown as follows:

35

36 **70-31 Ad Hoc Committee to the Parks and Recreation Board for Village Open Areas**

37 (a) An Ad Hoc Committee is to be made up of village residents and shall report to the Park
38 and Recreation Board.

39 (b) No compensation shall be paid to members of the Ad Hoc Committee except for
40 reimbursement for authorized expenses.

41 (c) Any action taken by the Ad Hoc Committee shall be communicated to the Parks and
42 Recreation Board through its liaison to same but shall only be advisory to, and non-
43 binding on any governmental unit or subunit of the Village.

44 (d) The scope of the Ad Hoc Committee may from time to time involve but not necessarily
45 include the following:

46 (1) Assisting in maintaining an inventory of Village owned, other publicly or non-
47 profit held and privately held parcels of land that contain stands of woods, wetlands,
48 open fields and other varied environmental corridors within the boundaries of the
49 Village of Hartland.

50 (2) Assisting in monitoring the condition of those environmental areas in the prior
51 paragraph with priority on the condition of such environmental areas owned by the
52 Village.

53 (3) Assisting in the development and implementation of an educational plan for the
54 environmental areas owned by the public or by private parties.

55 (4) Assisting in promoting the increased usage and awareness of the Ice Age National
56 Scenic Trail through responsible tourism development.

57 (5) Assisting in carrying out any tasks assigned to it by the Parks and Recreation Board
58 with respect to any Open Areas using the resources allocated, if any, for such tasks by
59 same.

60

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

65

66

67

68

69 **SECTION 4:** This ordinance shall take effect and be in full force from and after its passage.

70

71

72 Passed and approved this _____ day of January, 2024.

73

74

75 VILLAGE OF HARTLAND

76

77 By: _____
78 Jeffrey Pfannerstill, Village President

79 ATTEST:

80 _____
81 Sandee Policello, Village Clerk

82

MEMORANDUM

January 10, 2024

TO: Ryan Bailey
FROM: Scott Hussinger Building Inspector/Zoning Administrator
RE: 1742 sqft addition to St Charles – 313 Circle Dr

The proposed addition meets dimensional requirements of Village Zoning Code. Addition is close to and visible to adjacent residential properties.

Will there be rooftop mechanicals? If yes, then screening?

Proposed light fixtures appear to be fully “cut off” producing no light “trespass”. Will exterior lights be on all night or off by 9pm?

Dumpster enclosures are normally not allowed in street yard. Village approved enclosure in street yard at 515 W North Shore Drive in 2015 subject to substantial landscape screening. Should enclosure be softened with plantings?

Parking proposed within 3'-5" of ROW without screening. 46-923(9) requires plantings/screening at least 3' H (within years) between parking lot and ROW UNLESS WAIVED BY PLANNING COMMISSION.

Screening at least 6' H is required between parking lot and adjoining residential properties UNLESS WAIVED BY PLANNING COMMISSION.

Site plan doesn't show large tree(s) that will have to be removed. Are they removing any trees for this project?

Sec. 46-923. - Parking requirements.

In all districts and in connection with every use there shall be provided at the time any use or building is erected, enlarged, extended or increased off-street parking stalls for all vehicles in accordance with the following:

(9) Screening.

- a. All parking lots, except in the A-1 district and the single- and two-family residential zoning districts, and loading/unloading service areas adjoining public rights-of-way or a residential district shall be screened from such areas by a solid wall, solid fence, raised berm, densely planted evergreen plants, or other effective means as determined acceptable by the plan commission. Where walls or fences are used, sufficient landscaping shall be provided in conjunction with such wall or fence to create an attractive view from the street or residential side.

The screening between a parking lot and a street or public right-of-way shall attain a height of at least three feet measured above the parking surface within three years, with a minimum height of 18 inches at the time of installation, and may consist of a combination of landscaping materials including fencing, walls, berms or plantings on top of berms or in planters. The screening between a parking lot and an adjoining residential district shall be a minimum of six feet in height, and between a loading/unloading service area and an adjoining residential district shall be a minimum of ten feet in height, at the time of installation. The plan commission may waive or reduce the screening requirement due to grade differences between adjoining properties, and may require greater screening requirements for parking of large trucks, semitrailers, large equipment, and for screening overhead service doors, and truck loading areas and docks.

- b. All fencing shall be placed on the property or properties being screened and shall not project into a public right-of-way, shall not obstruct the vision clearance triangle, and shall not extend over side or rear property lines. Fences with landscaping shall be located away from property lines so that plant growth will not extend beyond property lines.



Department of Building Inspection

PERMIT # _____

APPLICATION FOR BUILDING PERMIT

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

JOB LOCATION 313 Circle Drive

LOT _____ BLOCK _____ SUBD _____ TAX KEY HAY 0427995

OWNER ST CHARLES CONGREGATION PHONE 262-367-0800 FAX _____

ADDRESS 313 Circle Dr. CITY, STATE, ZIP Hartland, WI 53029

CONTRACTOR ^{TBD} _____ PHONE _____ FAX _____

ADDRESS _____ CITY, STATE, ZIP _____

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

Project Description: The project involves an addition to the building for an attached garage and storage area. There is also a new dumpster enclosure to replace the existing enclosure that will be removed.

Current principal use of property Church/school

Proposed principal use of property Church/school

Width _____ Length _____ Sq. Ft. _____ Height _____ Cu. Ft. _____

Estimated cost of above job(s) \$ 300,000 \$ _____ \$ _____

State Approval _____ Date _____

Class of Construction _____ Sprinkler _____ Stories _____

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

Signature of Applicant Brian J. Huisman Date 12.21.2023

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

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

_____ TOTAL FEES

_____ Date Paid

_____ Receipt

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

APPLICATION APPROVED ON: _____ BY: _____
DATE BUILDING INSPECTOR



**DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR ARCHITECTURAL BOARD**

Job Address <u>313 Circle Drive</u>				
Lot	Block	Subdivision	Key No. HAV <u>0427995</u>	
Owner <u>St. Charles Congregation</u>		EMAIL <u>mcattani@stcharleshartland.org</u>	Phone <u>262-367-0800</u>	
Address <u>313 Circle Drive</u>		City <u>Hartland</u>	State <u>WI</u>	Zip <u>53029</u>
^{FBD} Contractor		Phone	FAX	EMAIL
Address		City	State	Zip

The Architectural Board meets on the **THIRD MONDAY** of the Month at 6:30 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE** for filing is **FIFTEEN WORKING DAYS PRIOR TO THE MEETING DATE** at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

All applications for consideration by the Architectural Board are subject to the policies described in this document.

Commercial/Industrial/Multifamily:

- One (1) bound set of plans and application material and one (1) electronic copy of all submittals.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.

Signs:

- One (1) color rendering of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- One (1) site plan with dimensions. Not required for wall signs or other signs attached to the building. One (1) set of lighting details. Include type, location, number and photometric plan.
- Submit Sign Permit Application

NOTE: Approval by the Architectural Board is not permission to begin construction; a building permit must first be obtained.

Date Applied: _____ Date of Meeting: _____ Item No. _____



**APPLICATION FOR PLAN COMMISSION
\$300 REVIEW FEE DUE AT TIME OF APPLICATION**

Project Description and Narrative: (attach additional sheet if necessary)			
The project involves an addition to the building for an attached garage and storage area. There is also a new dumpster enclosure to replace the existing enclosure that will be removed.			
Proposed Use Garage and storage for parish use			
Project Location South side of existing building			
Project Name St. Charles Garage Addition			
Owner St. Charles Parish		Phone 262-367-0800	
Address 313 Circle Drive		City Hartland	State WI Zip 53029
Engineer/Architect Pen & Hammer, LLC		Phone 414-751-0939	FAX na
Address 4230 N. Oakland Ave. #155		City Shorewood	State WI Zip 53211
Contact Person Brian Witteman	Phone 414-751-0939	FAX na	E-mail bwitty@pen-hammer.com

The Plan Commission meets on the third Monday of the Month at 6:30 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

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

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

One (1) set of bound application materials and one (1) electronic copy of all materials must be submitted.

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

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

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

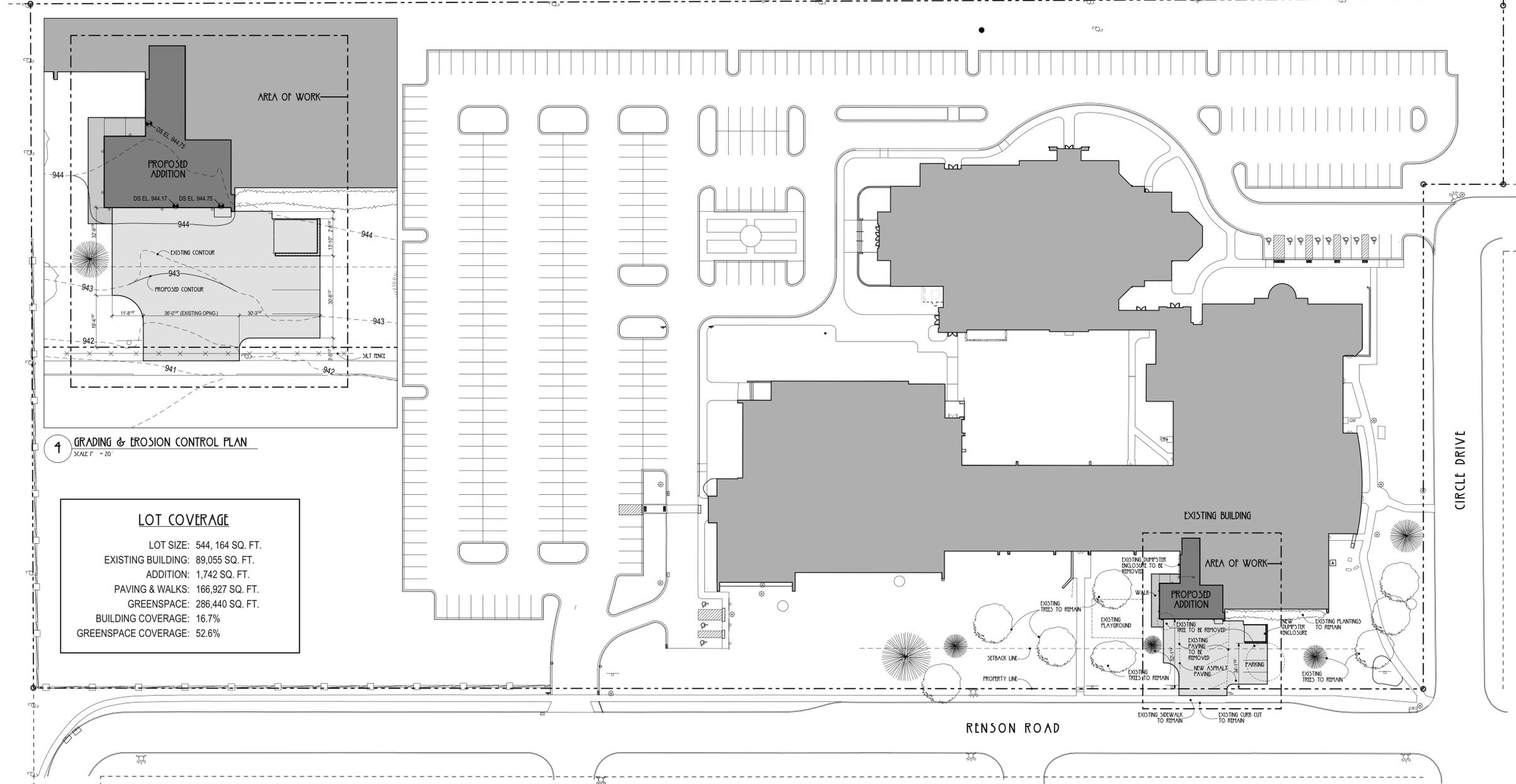
All applications for consideration by the Plan Commission are subject to the policies described in this document.



1 VIEW FROM SOUTHWEST



2 VIEW FROM SOUTHEAST

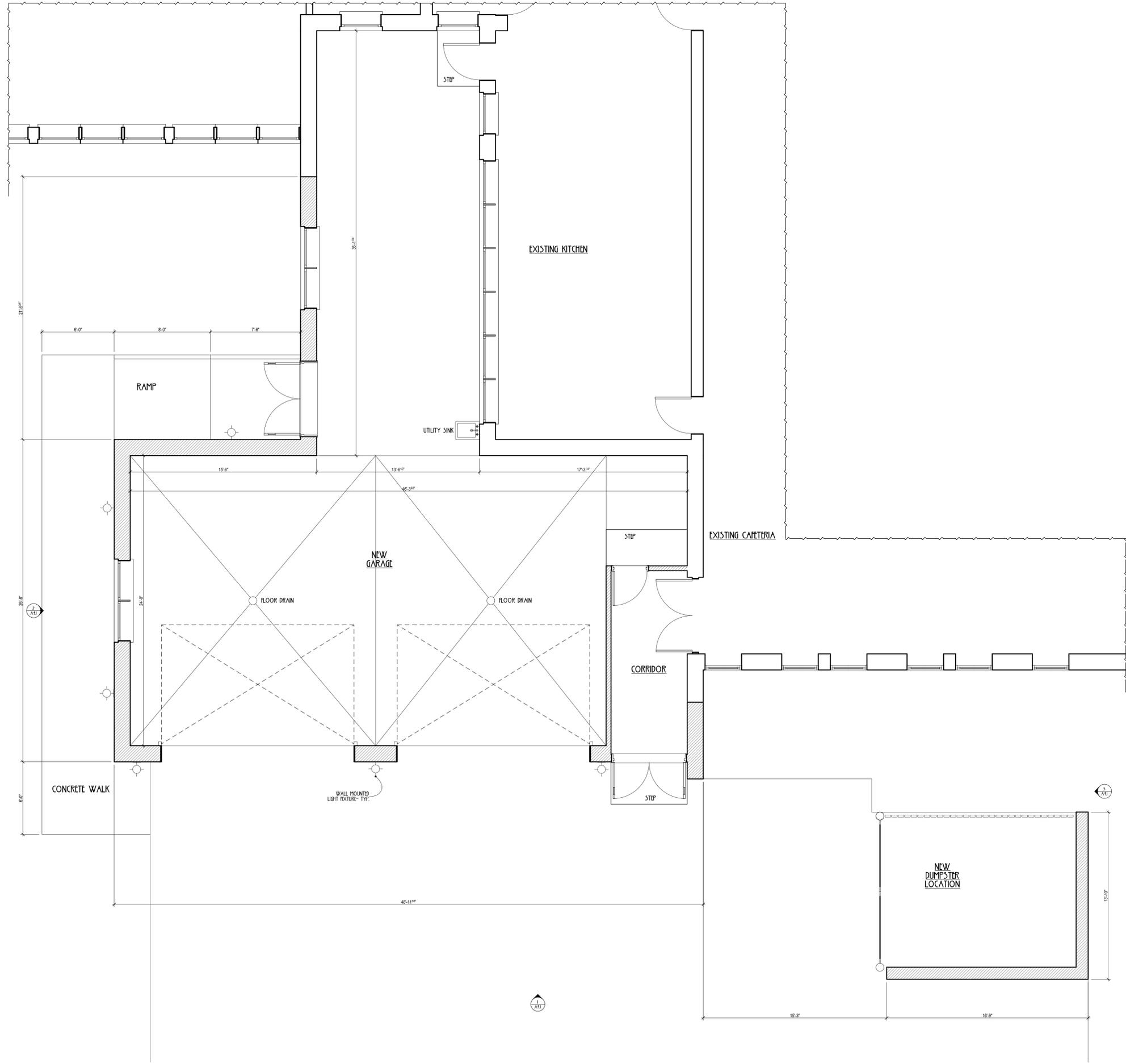


4 GRADING & EROSION CONTROL PLAN
SCALE 1" = 20'

LOT COVERAGE	
LOT SIZE:	544,164 SQ. FT.
EXISTING BUILDING:	89,055 SQ. FT.
ADDITION:	1,742 SQ. FT.
PAVING & WALKS:	166,927 SQ. FT.
GREENSPACE:	286,440 SQ. FT.
BUILDING COVERAGE:	16.7%
GREENSPACE COVERAGE:	52.6%

3 SITE & LANDSCAPE PLAN
SCALE 1" = 40'





I FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



AIJ

FIRST FLOOR PLAN

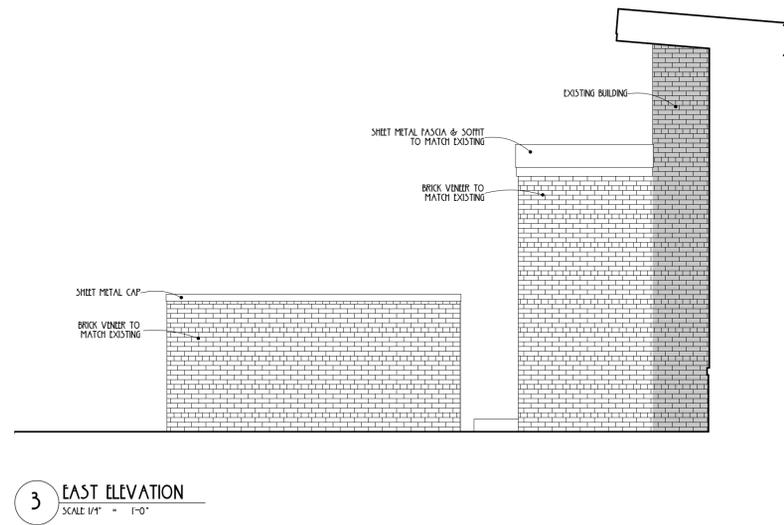
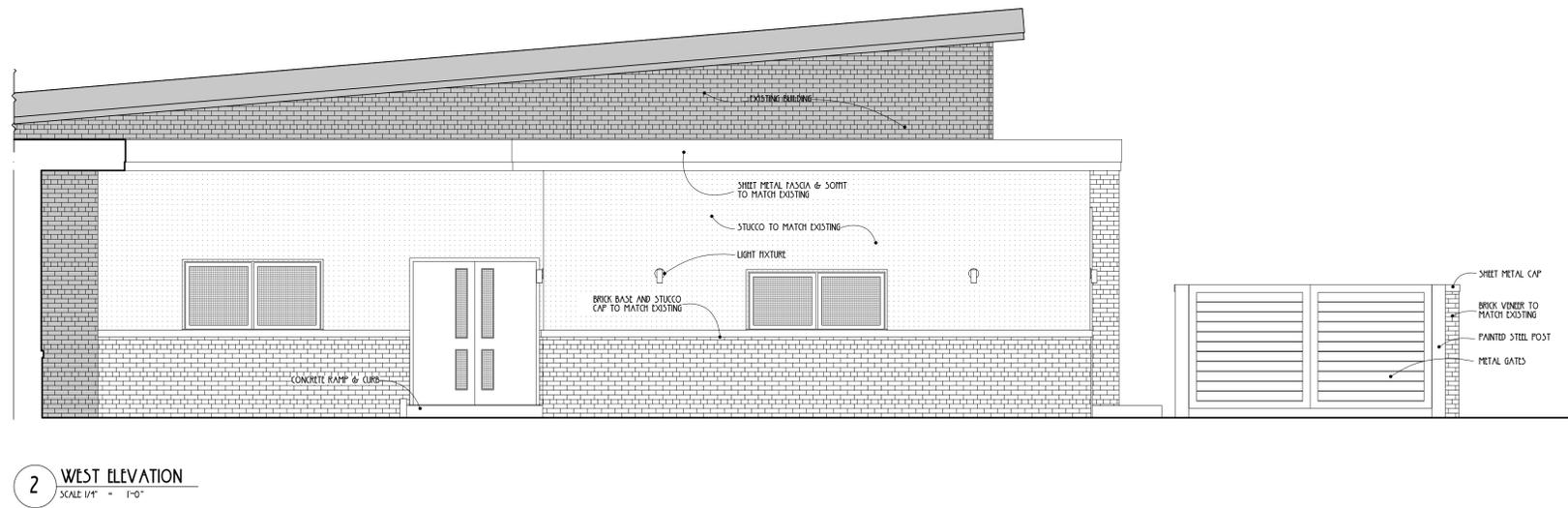
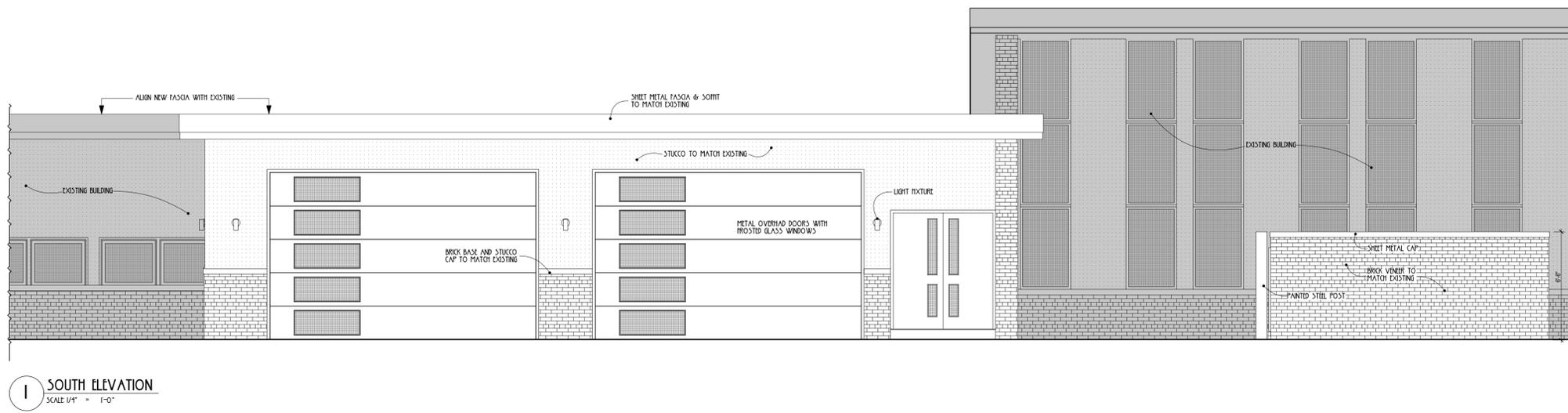
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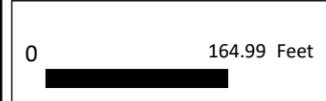
DATE: 22 DEC 2023
DESCRIPTION: VILLAGE SUBMITTAL

ST. CHARLES-HARTLAND
513 CIRCLE DRIVE
HARTLAND, WI 53029
PROJECT NUMBER: 2315



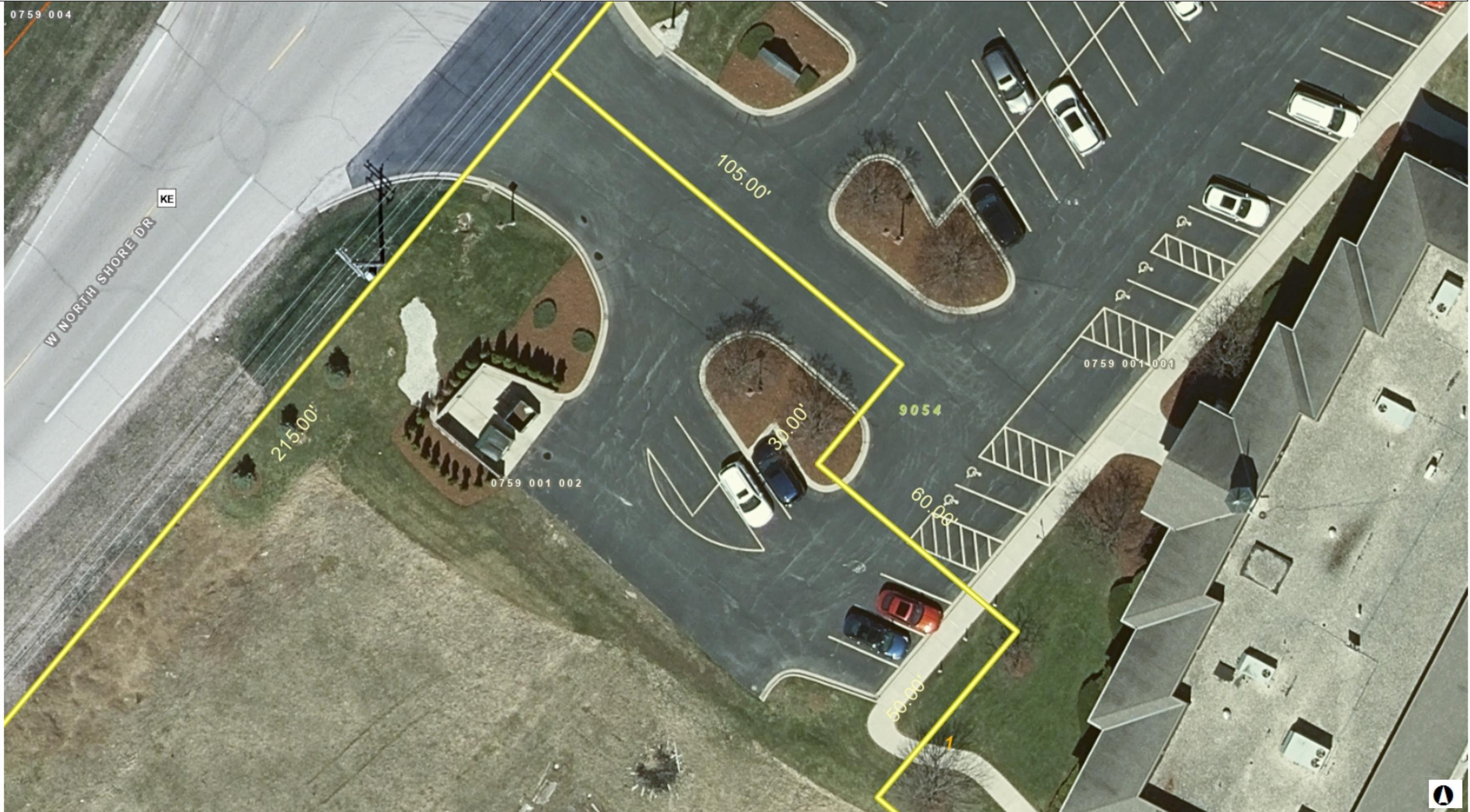
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4230 N. OAKLAND AVE #155, MILWAUKEE, WISCONSIN 53211 • 414.751.0939





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Notes



DESCRIPTION

Lanterra 9003-W1 (Up or Down) and 9003-W2 (Up and Down) are 3.25" O.D., line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mountings, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch j-box. The luminaire also comes with various beam optics and premium color tuning option. It also comes with various lens, louvers and colors or dichroic filters, which can combine up to two at once to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

SPECIFICATION FEATURES

Material

Housing, hood and mounting stem are precision-machined from corrosion resistant billet stock 6061-T6 aluminum.

Finish

Fixtures constructed from 6061-T6 aluminum are double protected by an ROHS compliant chemical film undercoating and polyester powder coat paint finish, surpassing the rigorous demands of the outdoor environment. A variety of standard colors are available.

Hood

Hood is removable and accepts up to two internal accessories at once (lenses, louvers and filters) to achieve multiple lighting effects. Weep holes prevents water and mineral stains from collecting on the lens, even in the straight up position. The flush lens design reduces fixture length, minimizes debris collection and prevents water and mineral stains from collecting on the lens.

Gasket

Housing and hood are sealed with a high temperature silicone O-ring gasket to prevent water intrusion.

Lens

Tempered glass lens, factory sealed with high temperature silicone O-ring to prevent water intrusion and breakage due to thermal shock.

Hardware

Stainless steel hardware is standard to provide maximum corrosion resistance.

Electrical

Long life LED system coupled with electronic driver (120-277V/50-60Hz) is compatible with TRIAC (Leading Edge Dimming), ELV (Trailing Edge Dimming) and 0-10V dimming to deliver optical performance. Light can be dimmed from 100-1% while maintaining constant CCT. It will operate in -30°C to 50°C unless noted otherwise. The driver incorporates surge protection. LED's are available in 2700K, 3000K, 3500K at 90CRI and 97CRI, 4000K at 80CRI and 97CRI, 5000K at 80CRI and are industry leading high output with 87% lumen maintenance at

60,000hrs.

Compliance

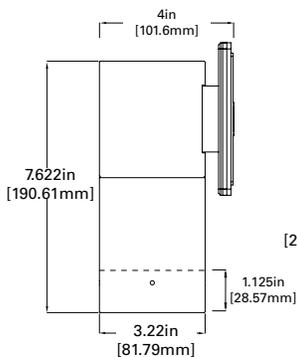
Components are UL recognized and luminaires are cULus listed for 50°C ambient environments unless noted otherwise, wet location listed, and ROHS compliant. IP66 Rated. Options to meet Buy American Act requirements.

Warranty

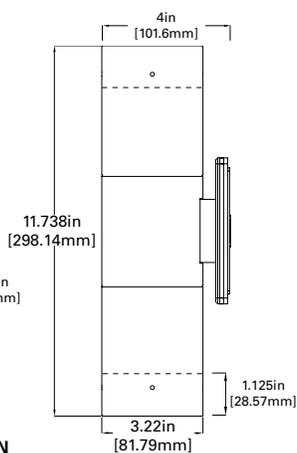
Lumiere warrants the Lanterra series of fixtures against defects in material and workmanship for five (5) years. Auxiliary equipment such as LED drivers carries the original manufacturer's warranty.

DIMENSIONS

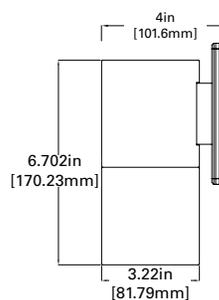
9003-W1-RW



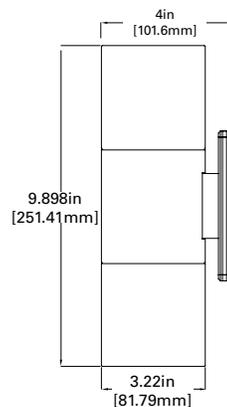
9003-W2-RW



9003-W1-FL



9003-W2-FL



ORDERING INFORMATION

DOMESTIC PREFERENCES ⁹	SERIES	DIRECTION	HOOD	LED CCT & CRI	FIELD REPLACEABLE OPTIC 1	FIELD REPLACEABLE OPTIC 2 ²	FINISH	LIGHT LEVEL	VOLTAGE	MOUNTING	OPTIONS
[Blank]=Standard BAA=Buy American Act	9003	W1 Up or Down Up and Down	RW Standard-Recessed Lens with weep holes - Outdoor RI Recessed Lens with no weep holes - Indoor FL Flush lens hood	Standard CRI LED2790 - 2700K, 90 CRI LED 3090 - 3000K, 90 CRI LED 3590 - 3500K, 90 CRI LED 4080 - 4000K, 80 CRI LED 5080 - 5000K, 80 CRI Premium CRI LED 2797 - 2700K, 97 CRI LED 3097 - 3000K, 97 CRI LED 3597 - 3500K, 97 CRI LED 4097 - 4000K, 97 CRI	S Spot M Medium F Flood W Wide Flood	S Spot M Medium F Flood W Wide Flood	Standard Paint Finish BK Black BZ Bronze CS City Silver WT White	L1 Light Level 1 (10W) L2 Light Level 2 (20W) LC1 Light Level Color 1 (12W) LC2 Light Level Color 2 (20W)	Univ 120-277V	Surface Mount - Wall, Ceiling, Ground RSM Round Surface Mount-mounts directly to junction box <small>Thermal Limitations (unless otherwise noted 50C) 9003-W2-xxx-LC2-xxx-WRx (40C)</small> Remote Driver Housing WRR ⁸ Remote Driver Housing - Round Wall Plate WRS ⁸ Remote Driver Housing - Square Wall Plate Integral Driver Mount WIS ^{3,4} Wall Integral Driver Plate <small>Thermal Limitations (unless otherwise noted 45C) 9003-(W1,W2)-xx-L1-xx-WIS (50C)</small>	SVPD2 ⁵ Standalone integral sensor

Notes: 1. Order LC remote separately
2. Only available for double head option (W2)
3. 9003-W1 not available in LC2
4. 9003-W2 not available in L2, LC1 and LC2
5. Only available for Single head, Up or down (W1) with RSM only
6. W2 doubles input voltage listed
7. Only available for LEDCR

8. Remote Driver distance up to 60'
9. Only product configurations with this designated prefix are built to be compliant with the Buy American Act of 1933 (BAA). Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
10. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.



Lanterra 9003



LED
INTERIOR / EXTERIOR
CYLINDER FLOOD LIGHT
CERTIFICATION DATA
cULus - 1598
Wet Location Listed - IP66
LM79/LM80 Compliant
ROHS Compliant
10W LED, L70/102,000@25° Celcius
20W LED, L70/102,000@25° Celcius

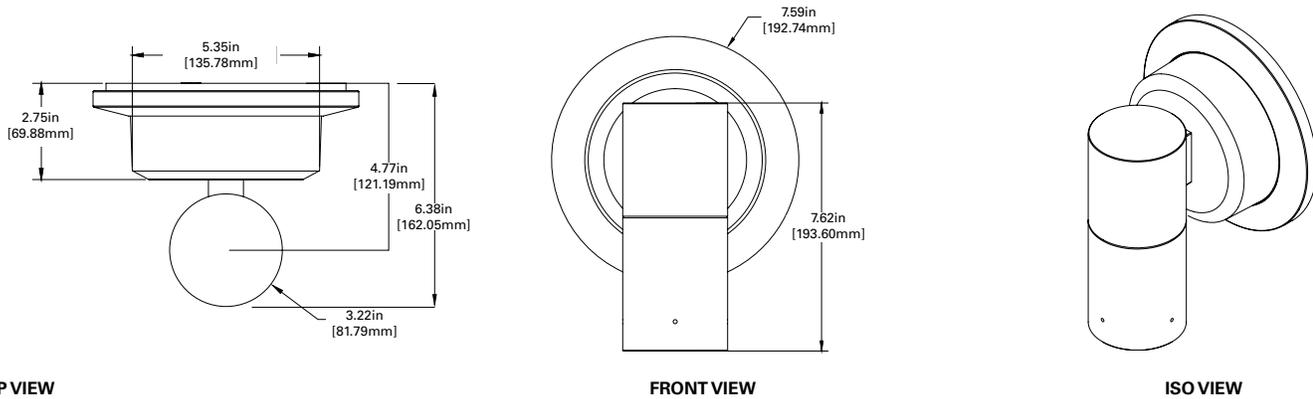
ACCESSORIES - ORDER SEPARATELY

		ACCESSORIES ¹⁰			OPTICS	
LCTL1RZRT452L-PK ⁷	Light Commissioning Tool (LCT)	Filters	Lens	Louvers	LLR-S-3-4	15° Spot
ISHH01LUM	Programming Remote for sensor	F71-3 Peach Dichroic	LSL-3 Linear Spread Lens	LVR-3 45° Hex Cell Louver	LLR-M-3-4	25° Medium
ISHH02LUM	Personal Control Remote for sensor	F72-3 Amber Dichroic	DIF-3 Diffused Lens		LLR-F-3-4	36° Flood
		F73-3 Green Dichroic	OSL-3 Overall Spread Lens		LLR-W-3-4	60° Wide Flood
		F74-3 Medium Blue			LLR-K-3-4	Spot, Medium, Flood, Wide Flood Optic Kit
		F75-3 Yellow Dichroic			LLR-S-LC-3-4	20° Spot - Color tuning optic
		F76-3 Red Dichroic			LLR-M-LC-3-4	32° Medium - Color tuning optic
		F77-3 Dark Blue Dichroic			LLR-F-LC-3-4	42° Flood - Color tuning optic
		F78-3 Light Blue Dichroic			LLR-W-LC-3-4	56° Wide Flood - color tuning optic
		F79-3 Neutral Density Dichroic			LR-K-LC-3-4	Spot, Medium, Flood, Wide Flood Color tuning optic Kit
		F80-3 Magenta Dichroic				
		F22-3 Red Color				
		F33-3 Blue Color				
		F44-3 Green Color				
		F55-3 Yellow Color				
		F66-3 Mercury Color				

MOUNTINGS

ROUND SURFACE MOUNT (RSM)

RSM-W1 (Up or down)



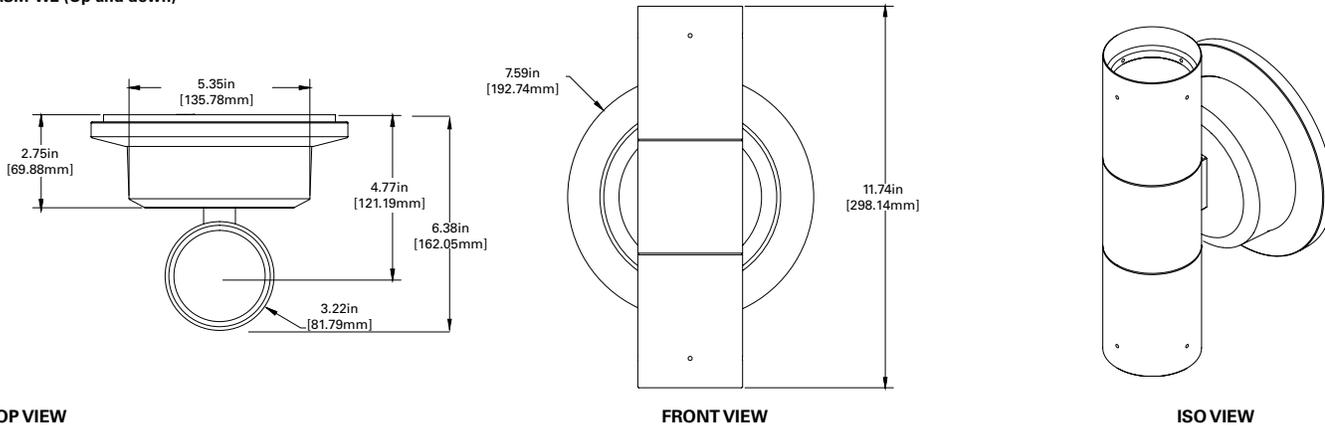
TOP VIEW

FRONT VIEW

ISO VIEW

ROUND SURFACE MOUNT (RSM)

RSM-W2 (Up and down)



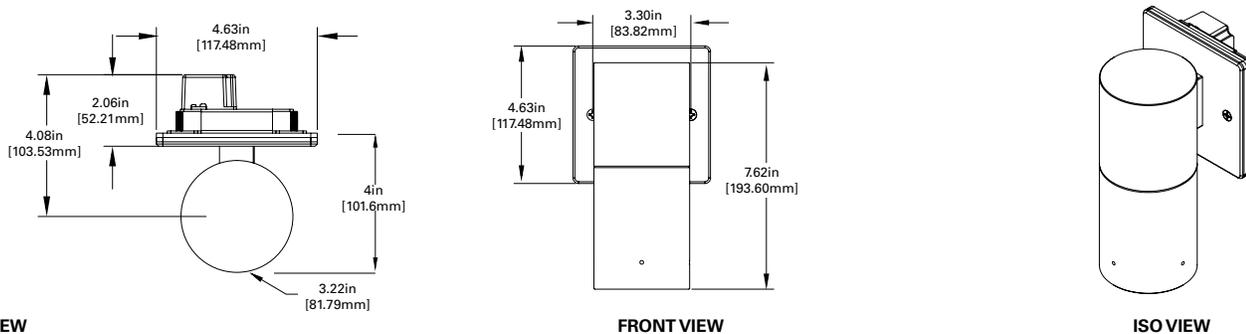
TOP VIEW

FRONT VIEW

ISO VIEW

WALL INTEGRAL DRIVER PLATE (WIS)

WIS-W1 (Up or down)



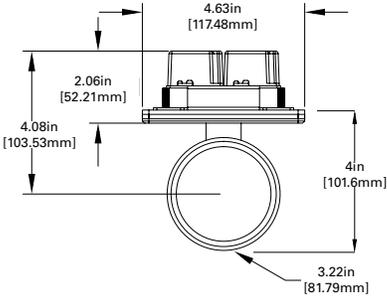
TOP VIEW

FRONT VIEW

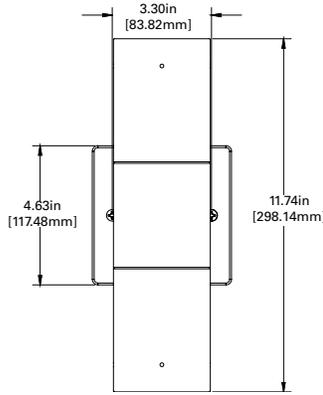
ISO VIEW

WALL INTEGRAL DRIVER PLATE (WIS)

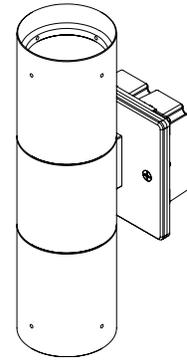
WIS-W2 (Up and down)



TOP VIEW



FRONT VIEW

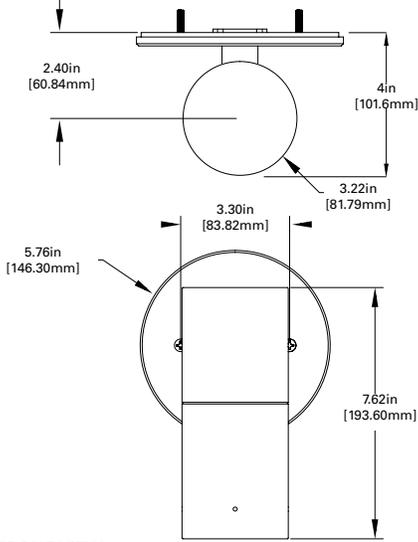


ISO VIEW

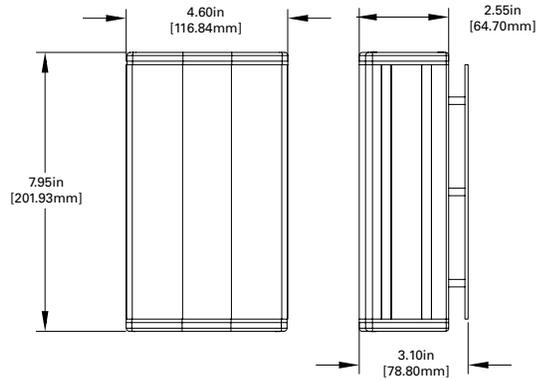
REMOTE DRIVER HOUSING ROUND WALL (WRR)

WRR-W1 (Up or down), as shown
WRS-W1 (Square option also available)

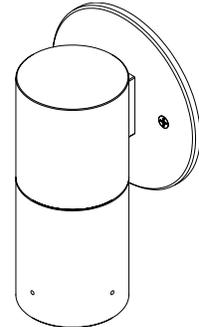
TOP VIEW



FRONT VIEW



REMOTE BOX



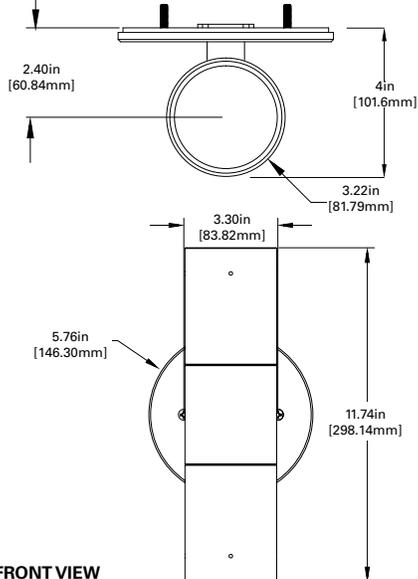
ISO VIEW

Remote Driver distance up to 60'

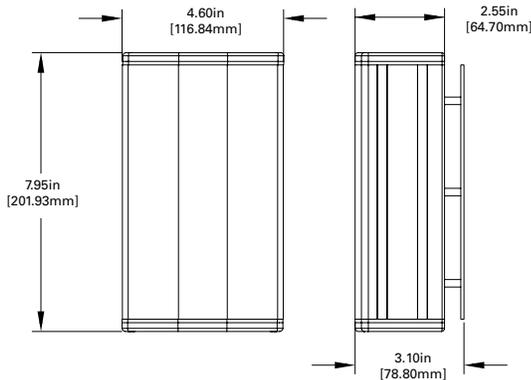
REMOTE DRIVER HOUSING ROUND WALL (WRR)

WRR-W2 (Up and down), as shown
WRS-W2 (Square option also available)

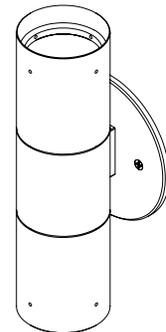
TOP VIEW



FRONT VIEW



REMOTE BOX



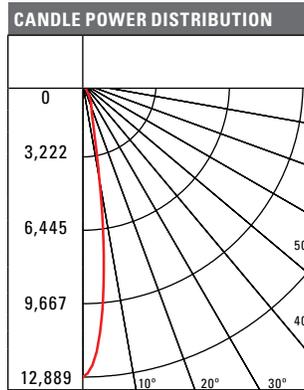
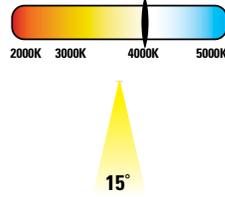
ISO VIEW

Remote Driver distance up to 60'

PHOTOMETRICS

Test Number	P29476
Lumcat	9003-[W1]-X-FL-LED4080-S-BK-L2-UNV
Lumens	1700 Lm
Watts	20.1 W
LPW	84.6 Lm/W
CCT	4000K
SC (0/90/45)	0.27 / 0.27 / 0.27
Beam Angle	16°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 82.5 Rg = 94.3
CRI/CIE	Ra = 83.1 R9 = 11.4

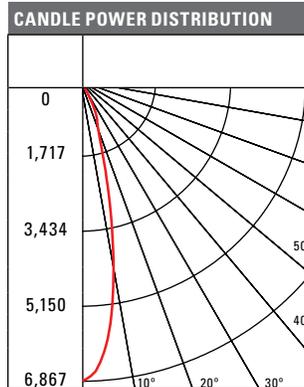
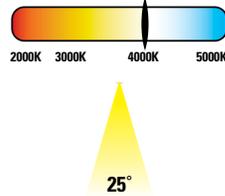


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	3222.2	0.4	0.4
4'	805.6	1	1
6'	358	1.6	1.6
8'	201.4	2	2
10'	128.9	2.6	2.6
15'	57.3	4	4
20'	32.2	5.4	5.4
30'	14.3	8.2	8.2
40'	8.1	10.8	10.8

CANDELA TABLE	
Angle	0-deg
0	12889
5	9969
10	4210
15	1746
20	1126
30	298
40	22
50	6
60	5
70	3
80	1
90	0

Test Number	29477
Lumcat	9003-[W1]-X-FL-LED4080-M-BK-L2-UNV
Lumens	1623 Lm
Watts	20.1 W
LPW	80.8 Lm/W
CCT	4000K
SC (0/90/45)	0.41 / 0.41 / 0.41
Beam Angle	24.1°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 82.5 Rg = 94.3
CRI/CIE	Ra = 83.1 R9 = 11.4

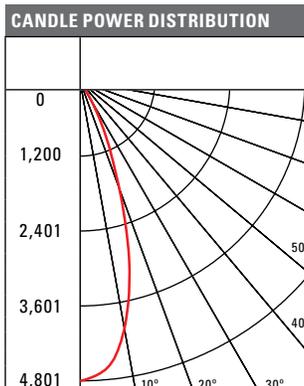
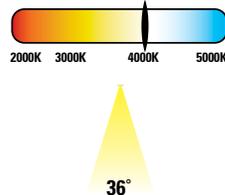


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	1716.8	0.8	0.8
4'	429.2	1.6	1.6
6'	190.8	2.4	2.4
8'	107.3	3.2	3.2
10'	68.7	4	4
15'	30.5	6	6
20'	17.2	8	8
30'	7.6	12.2	12.2
40'	4.3	16.2	16.2

CANDELA TABLE	
Angle	0-deg
0	6867
5	6216
10	4343
15	2302
20	1191
30	326
40	29
50	9
60	5
70	3
80	1
90	0

Test Number	P29478
Lumcat	9003-[W1]-X-FL-LED4080-F-BK-L2-UNV
Lumens	1787 Lm
Watts	20.1 W
LPW	88.9 Lm/W
CCT	4000K
SC (0/90/45)	0.59 / 0.59 / 0.56
Beam Angle	35.4°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 82.5 Rg = 94.3
CRI/CIE	Ra = 83.1 R9 = 11.4

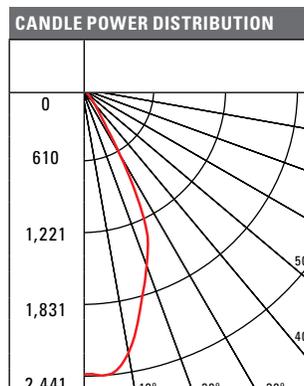
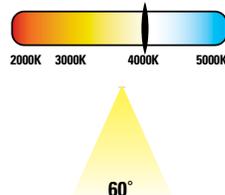


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	1200.2	1	1
4'	300.1	2.2	2.2
6'	133.4	3.4	3.4
8'	75	4.6	4.6
10'	48	5.8	5.8
15'	21.3	8.8	8.8
20'	12	11.6	11.6
30'	5.3	17.6	17.6
40'	3	23.4	23.4

CANDELA TABLE	
Angle	0-deg
0	4801
5	4641
10	4056
15	3055
20	1850
30	365
40	27
50	6
60	3
70	2
80	1
90	0

Test Number	P29479
Lumcat	9003-[W1]-X-FL-LED4080-W-BK-L2-UNV
Lumens	1630 Lm
Watts	20.1 W
LPW	81.1 Lm/W
CCT	4000K
SC (0/90/45)	0.79 / 0.79 / 0.76
Beam Angle	51.1°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 82.5 Rg = 94.3
CRI/CIE	Ra = 83.1 R9 = 11.4



CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	607.5	1.4	1.4
4'	151.9	3	3
6'	67.5	4.6	4.6
8'	38	6.2	6.2
10'	24.3	7.8	7.8
15'	10.8	11.8	11.8
20'	6.1	15.8	15.8
30'	2.7	23.6	23.6
40'	1.5	31.6	31.6

CANDELA TABLE	
Angle	0-deg
0	2430
5	2439
10	2278
15	1922
20	1605
30	653
40	168
50	65
60	6
70	4
80	1
90	0

CCT/CRI	LED2790	LED3090	LED3590	LED4080	LED5080	LED2797	LED3097	LED3597	LED4097
FC Multiplier	0.754	0.798	0.808	1.000	1.039	0.699	0.706	0.801	0.793

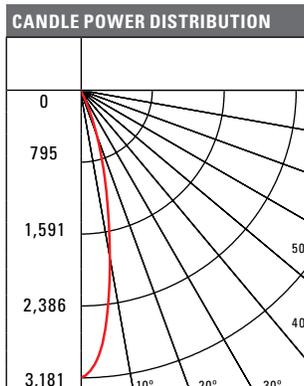
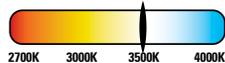
Light Level	L1	L2
FC Multiplier	0.542	1.000

Note: Photometric tables show lumen output for W1 only. For W2 (Up and Down) option, uplight and downlight both match lumen output as W1.

PHOTOMETRICS (PREMIUM COLOR TUNING)

Test Number	P29558
Lumcat	9003-[W1]-X-FL-[LEDCB, LEDCR]-S-BK-LC-UNV
Lumens	650 Lm
Watts	24.3 W
LPW	26.7 Lm/W
CCT	3500K
SC (0/90/45)	0.39 / 0.39 / 0.42
Beam Angle	23.2°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 90.6 Rg = 100.4
CRI/CIE	Ra = 92.7 R9 = 67.5

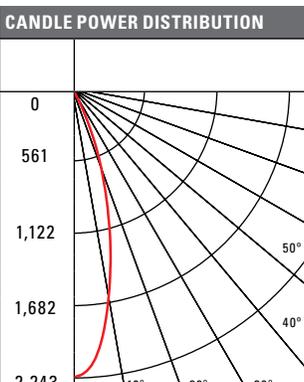
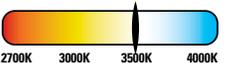


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	795.2	0.6	0.6
4'	198.8	1.4	1.4
6'	88.4	2.2	2.2
8'	49.7	3	3
10'	31.8	3.8	3.8
15'	14.1	5.8	5.8
20'	8	7.8	7.8
30'	3.5	11.6	11.6
40'	2	15.6	15.6

CANDELA TABLE	
Angle	0-deg
0	3181
5	2813
10	1881
15	1080
20	540
30	35
40	7
50	2
60	1
70	1
80	1
90	0

Test Number	P29559
Lumcat	9003-[W1]-X-FL-[LEDCB, LEDCR]-M-BK-LC-UNV
Lumens	643 Lm
Watts	24.2 W
LPW	26.6 Lm/W
CCT	3500K
SC (0/90/45)	0.5 / 0.5 / 0.51
Beam Angle	29.9°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 90.6 Rg = 100.4
CRI/CIE	Ra = 92.7 R9 = 67.5

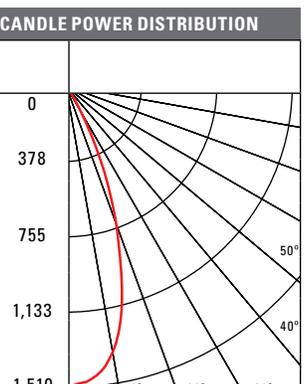
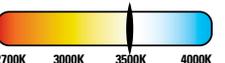


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	560.8	0.8	0.8
4'	140.2	1.8	1.8
6'	62.3	2.8	2.8
8'	35	3.8	3.8
10'	22.4	4.8	4.8
15'	10	7.4	7.4
20'	5.6	9.8	9.8
30'	2.5	14.8	14.8
40'	1.4	19.8	19.8

CANDELA TABLE	
Angle	0-deg
0	2243
5	2095
10	1634
15	1116
20	662
30	55
40	5
50	2
60	2
70	1
80	1
90	0

Test Number	P29560
Lumcat	9003-[W1]-X-FL-[LEDCB, LEDCR]-F-BK-LC-UNV
Lumens	651 Lm
Watts	24.3 W
LPW	26.8 Lm/W
CCT	3500K
SC (0/90/45)	0.64 / 0.64 / 0.62
Beam Angle	39.3°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 90.6 Rg = 100.4
CRI/CIE	Ra = 92.7 R9 = 67.5

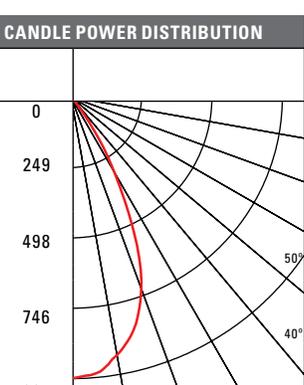


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	377.5	1.2	1.2
4'	94.4	2.4	2.4
6'	41.9	3.8	3.8
8'	23.6	5	5
10'	15.1	6.4	6.4
15'	6.7	9.6	9.6
20'	3.8	12.8	12.8
30'	1.7	19.2	19.2
40'	0.9	25.6	25.6

CANDELA TABLE	
Angle	0-deg
0	1510
5	1473
10	1352
15	1083
20	734
30	145
40	7
50	5
60	2
70	1
80	1
90	0

Test Number	P29561
Lumcat	9003-[W1]-X-FL-[LEDCB, LEDCR]-W-BK-LC-UNV
Lumens	664 Lm
Watts	24.3 W
LPW	27.3 Lm/W
CCT	3500K
SC (0/90/45)	0.83 / 0.83 / 0.77
Beam Angle	51.1°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 90.6 Rg = 100.4
CRI/CIE	Ra = 92.7 R9 = 67.5



CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	248.8	1.6	1.6
4'	62.2	3.2	3.2
6'	27.6	4.8	4.8
8'	15.5	6.6	6.6
10'	10	8.2	8.2
15'	4.4	12.4	12.4
20'	2.5	16.6	16.6
30'	1.1	24.8	24.8
40'	0.6	33.2	33.2

CANDELA TABLE	
Angle	0-deg
0	995
5	981
10	927
15	853
20	725
30	303
40	26
50	5
60	4
70	3
80	0
90	0

Note: Photometric tables show lumen output for W1 only. For W2 (Up and Down) option, uplight and downlight both match lumen output as W1.

LUMEN TABLE

		9003-[W1] Regressed Hood - Black					
		L1 - 10 W			L2 - 20 W		
		CBCP	Lumens	LPW	CBCP	Lumens	LPW
S Spot 15°	LED2790	5324	621	63.4	9818	1145	57.0
	LED3090	5632	657	67.0	10386	1212	60.3
	LED3590	5705	666	67.9	10520	1227	61.1
	LED4080	7057	823	84.0	13014	1518	75.5
	LED5080	7331	855	87.3	13519	1577	78.5
	LED2797	4935	576	58.7	9100	1062	52.8
	LED3097	4981	581	59.3	9186	1072	53.3
	LED3597	5650	659	67.3	10419	1216	60.5
	LED4097	5596	653	66.6	10319	1204	59.9
M Medium Flood 25°	LED2790	2829	590	60.2	5218	1088	54.1
	LED3090	2993	624	63.7	5519	1151	57.3
	LED3590	3032	632	64.5	5590	1166	58.0
	LED4080	3750	782	79.8	6916	1442	71.8
	LED5080	3896	813	82.9	7185	1498	74.6
	LED2797	2622	547	55.8	4836	1009	50.2
	LED3097	2647	552	56.3	4882	1018	50.7
	LED3597	3003	626	63.9	5537	1155	57.5
	LED4097	2974	620	63.3	5484	1144	56.9
F Flood 36°	LED2790	1943	666	68.0	3584	1229	61.1
	LED3090	2056	705	71.9	3791	1300	64.7
	LED3590	2082	714	72.9	3840	1317	65.5
	LED4080	2576	883	90.1	4750	1629	81.0
	LED5080	2676	918	93.6	4934	1692	84.2
	LED2797	999	560	57.1	1842	1032	51.4
	LED3097	1818	623	63.6	3353	1150	57.2
	LED3597	2062	707	72.2	3803	1304	64.9
	LED4097	2042	700	71.5	3766	1292	64.3
W Wide Flood 60°	LED2790	999	560	57.1	1842	1032	51.4
	LED3090	1057	592	60.4	1949	1092	54.3
	LED3590	1070	600	61.2	1974	1106	55.0
	LED4080	1324	742	75.7	2442	1368	68.1
	LED5080	1376	771	78.7	2537	1421	70.7
	LED2797	926	519	52.9	1708	957	47.6
	LED3097	935	524	53.4	1724	966	48.0
	LED3597	1060	594	60.6	1955	1095	54.5
	LED4097	1050	588	60.0	1936	1085	54.0

TM30 DATA

9003	CCT/CRI	Rf	Rg	Ra	R9
	2790	90.9	98.9	91.7	58.3
	3090	90.8	99.1	92.5	62.6
	3590	90.6	100.4	92.7	67.5
	4080	82.5	94.3	83.1	11.4
	5080	81.6	94.1	82	6
	2797	94.9	100	98.1	86.9
	3097	94	100.3	97.8	88.9
	3597	92.9	99.3	97.2	89.1
	4097	91.5	98.7	95.4	84

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Theoretical L70 (Hours)
25°C, 40°C, 50°C	> 87%	> 102,000

POWER TABLE

Number of Heads	Light Level	Input Current (A) at 120 VAC	Input Current (A) at 277 VAC	Input Power (W)
W1	L1	0.08	0.03	10
	L2	0.177	0.088	20.93
	LC1	0.1	0.085	11.4
	LC2	0.183	0.088	21.44
W2	L1	0.16	0.06	20
	L2	0.354	0.176	41.86
	LC1	0.2	0.17	22.8
	LC2	0.366	0.176	42.88

INTEGRATED SENSOR - SVPD2

The Lanterra Cylinder 9003 with Integrated Sensor technology provides automatic energy savings without sacrificing performance. Traditionally, these types of energy savings required coordination between the luminaire and a lighting control system. The Lanterra Cylinder 9003 delivers superior lighting with integrated PIR occupancy sensing and daylighting controls.

Capture the benefits of traditional lighting controls, without complicated circuit planning or special wiring. The Lanterra Cylinder 9003 delivers automatic ON to an energy saving light level, while ensuring lighting is turned OFF when the space is unoccupied.

The SVPD2 sensor is configured for outdoor use, so the integral daylight sensor will enable the luminaire to automatically adjust to daylight conditions by turning off when sufficient sunlight is present. Consult factory for indoor configuration.

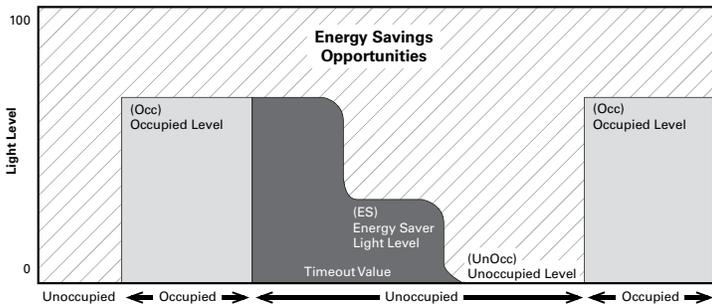
Occupied light levels and unoccupied light levels can be adjusted using the integrated sensor programming remote (Catalog Number: ISHH01LUM). While the default unoccupied level is OFF, a lower light level can be saved instead using the programming remote. The integrated sensor personal remote (Catalog Number: ISHH02LUM) provides code compliant manual raise, lower, ON, OFF control.

The Lanterra Cylinder 9003 with Integrated Sensor is easy to install with no special wiring and ensures energy savings out-of-the-box with default control settings.



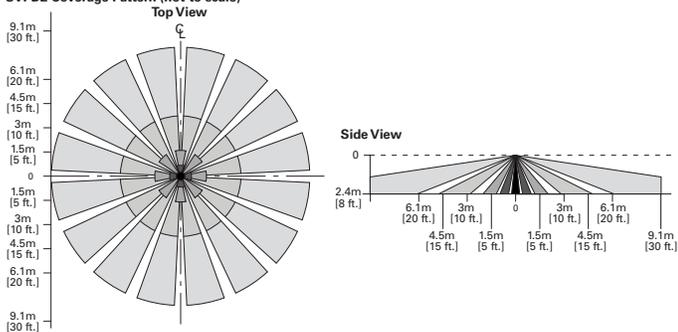
HOW IT WORKS

- As the user enters the space controlled by the integral sensor, the lighting turns ON to the occupied light level.
- Lighting will remain at the occupied level until the space is unoccupied. This will start the occupancy timeout period (default 20 minutes).
- If the space remains unoccupied for half of the timeout period, the lighting will automatically reduce to the Energy Saver light level (default matches occupied level). This adjustable light level is often set to half of the occupied daylight level using the programming remote.
- At the end of the timeout period the lighting will go to the unoccupied light level. This adjustable light level uses the OFF default setting.
- If sufficient sunlight is present, the luminaire will remain OFF, regardless of occupancy.

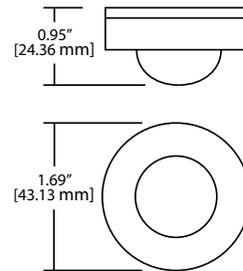


Coverage

SVPD2 Coverage Pattern (not to scale)



Sensor Dimensions



Optional Remote Controls



ISHH01LUM Programming Remote



ISHH02LUM Personal Control Remote



ALAN & DIANE SLEAPER
624 RENSON RD
HARTLAND, WI 53029

ANDREA HAYSE
423 RENSON RD
HARTLAND, WI 53029-1816

ANDREW D LEMKE
619 BELSHIRE DR
HARTLAND, WI 53029-1801

ANDREW HENERY AND HAILEY HENERY
603 BELSHIRE DR
HARTLAND, WI 53029-1801

ANN C CHARLESWORTH
613 RENSON RD
HARTLAND, WI 53029

BENJAMIN & JESSICA THOMPSON
431 RENSON RD
HARTLAND, WI 53029-1816

BOBBY & MARY WANGLER
626 BELSHIRE DR
HARTLAND, WI 53029-1802

BRIAN & BETH ARNDT
217 HAZEL LN
HARTLAND, WI 53029

CHARLES & KAREN KVOOL TRUST
208 HAZEL LN
HARTLAND, WI 53029

CHRISTOPHER R KLAWITTER AND
ROBERT M KLAWITTER
618 BELSHIRE DR
HARTLAND, WI 53029-1802

CYNTHIA L CORRIGAN
612 BELSHIRE DR
HARTLAND, WI 53029

DANIEL & KAREN ZEUSKE
539 RENSON RD
HARTLAND, WI 53029-1825

DAVID & CAROL ACKLEY
633 BELSHIRE DR
HARTLAND, WI 53029-1801

DAVID L VODNIK
604 BELSHIRE DR
HARTLAND, WI 53029

DAVID & ANN GREVENKAMP
618 RENSON RD
HARTLAND, WI 53029-1820

DELBERT KRAEMER AND EDNA
KRAEMER
545 RENSON RD
HARTLAND, WI 53029

GAIL & JAMES SCHNEEBERGER
251 CIRCLE DR
HARTLAND, WI 53029

GRANT & MARY HULTMAN
250 CIRCLE DR
HARTLAND, WI 53029-1807

JAMES F ECKERT
241 CIRCLE DR
HARTLAND, WI 53029

JAMES & TORIE SHEFFIELD
604 RENSON RD
HARTLAND, WI 53029-1820

JAMES & PAMELA SCHNEIDER
242 NIXON AVE
HARTLAND, WI 53029

JASON A CHRISTIANSEN
280 HAZEL LN
HARTLAND, WI 53029-1808

JESSICA KOEHLER
211 HAZEL LN
HARTLAND, WI 53029-1808

JOINT SCHOOL DISTRICT NO 3
651 E IMPERIAL DR
HARTLAND, WI 53029-2699

KEVIN G LANIGAN
212 HAZEL LN
HARTLAND, WI 53029-1809

MICHAEL WARREN
632 BELSHIRE DR
HARTLAND, WI 53029-1802

NICK JAROS AND CAITY JAROS
279 HAZEL LN
HARTLAND, WI 53029-1809

PATRICK & CYNTHIA DECLEENE
627 BELSHIRE DR
HARTLAND, WI 53029

PEGGY A HOLDEN
250 NIXON AVE
HARTLAND, WI 53029-1711

RICKY LOW AND KELLY LOW
612 RENSON RD
HARTLAND, WI 53029

ROBERT & ELIZABETH EBERHARDY JOINT
REVOCABLE TRUST
285 HAZEL LN
HARTLAND, WI 53029

ROBERT & VALERIE WISNIEWSKI
511 RENSON RD
HARTLAND, WI 53029

SCOTT & CINDY ZANE
286 HAZEL LN
HARTLAND, WI 53029

SHAUN & TRACY FARRELL
236 NIXON AVE
HARTLAND, WI 53029

ST CHARLES CONGREGATION
521 RENSON RD
HARTLAND, WI 53029

ST CHARLES CONGREGATION
313 CIRCLE DR
HARTLAND, WI 53029-1824

VERONICA ONOFRE VELAZQUEZ AND
FELIPE LORENZO IRINEO
611 BELSHIRE DR
HARTLAND, WI 53029-1801

MEMORANDUM

January 10, 2024

TO: Ryan Bailey
FROM: Scott Hussinger Building Inspector/Zoning Administrator
RE: Facade and site improvements at 123 Lawn St

The Village Zoning Code supports the proposed façade improvement, expanded parking in the street yard, and ADA access to the lower level at 123 Lawn Street.

None of the proposed improvements encroach into the 100-year floodplain.

Planning Commission will want to confirm:

Will there be rooftop mechanicals? If yes, then screening?

Need to confirm light fixture type. Should be “cut off” type to prevent light trespass onto other properties.

Will exterior lights be on all night or off by 9pm?

Is any work on accessory building or dumpster enclosure being proposed?

Will there be any grading in 100-year floodplain?



**APPLICATION FOR PLAN COMMISSION
\$300 REVIEW FEE DUE AT TIME OF APPLICATION**

Project Description and Narrative: (attach additional sheet if necessary) Please attached word doc with details and photos.			
Proposed Use Physical Therapy Clinic - 1 st floor future tenant TBD			
Project Location 123 Lawn Street Hartland, WI 53029			
Project Name Empower Movement			
Owner Krystle Howard - KRcal@skatell.com		Phone 262-844-1547	
Address 123 Lawn St.		City Hartland	State WI Zip 53029
Engineer/Architect Pinnacle Engineering Group		Phone 262-754-8792	FAX 262-754-8850
Address 20725 Watertown Rd. St.100		City Brookfield	State WI Zip 53186
Contact Person Michelle Smith Krystle Howard	Phone 262-844-1547	FAX	E-mail Krkempen@gmail.com

The Plan Commission meets on the third Monday of the Month at 6:30 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

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

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

One (1) set of bound application materials and one (1) electronic copy of all materials must be submitted.

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

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

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

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



DEPARTMENT OF BUILDING INSPECTION
APPLICATION FOR ARCHITECTURAL BOARD

Job Address 123 Lawn St Hartland, WI			
Lot	Block	Subdivision	Key No. HAV
Owner KT real estate, LLC		EMAIL knkempen@gmail.com	Phone 262-844-1547
Address 123 Lawn St		City Hartland	State WI Zip 53
Contractor (TBD)		Phone	FAX
Address		City	State Zip

The Architectural Board meets on the **THIRD MONDAY** of the Month at 6:30 p.m. in the Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE** for filing is **FIFTEEN WORKING DAYS PRIOR TO THE MEETING DATE** at 4:30 p.m. All of the following information must be received prior to the deadline in order to be placed on the agenda.

All applications for consideration by the Architectural Board are subject to the policies described in this document.

Commercial/Industrial/Multifamily:

- One (1) bound set of plans and application material and one (1) electronic copy of all submittals.
- Elevations must show all sides of the structure and state the building materials and colors. Additions must be shown with the existing building.

Signs:

- One (1) color rendering of the requested sign(s) and one (1) electronic copy of all submittals. Include colors and material type. Renderings are to be dimensioned and must show placement on building and height.
- Details (color picture) of all existing wall signs on the same building elevation. A photograph of the building with sign location shown is recommended.
- One (1) site plan with dimensions. Not required for wall signs or other signs attached to the building.
- One (1) set of lighting details. Include type, location, number and photometric plan.
- Submit Sign Permit Application

NOTE: Approval by the Architectural Board is not permission to begin construction; a building permit must first be obtained.

Date Applied: _____ Date of Meeting: _____ Item No. _____

Dear Village of Hartland Administrative Team and Board Members,

KT Real Estate, LLC has purchased the property located at 123 Lawn St Hartland, WI 53029. As you may be aware, the current property has been vacant for a period of time and is in need of improvements. We are excited to present our development for the existing site and building to add value for the community. We are a local business owner in the general area and Krystle has had a successful physical therapy clinic in the Town of Oconomowoc for many years. This opportunity in the Village of Hartland will allow her to relocate her business to the top floor of the building and move closer to her existing client base. The lower level will be white boxed and prepared for a future tenant that will meet municipal zoning requirements.

Our proposed development is to enhance the north elevation facing Lawn St. and to increase the front pavement area to move parking away from the front entrance, meet ADA requirements and add a few additional stalls. We plan to paint the existing EFIS for rest of the entire building/shed, add a pergola to the back patio area, remove the existing aluminum awing, create a seating area on the back patio, add painted lettering to the rear wall and alter the rear entrance door to meet ADA requirements. To meet ADA requirements for the rear entrance, we will need to demo 11' of the current retaining/knee high wall, re-pour the concrete pad and re-grade a small section of pavement area to meet walking path slopes.

To assist with our overall submittal, we held a pre-development meeting with village staff to gain their feedback prior to working on this the project. For this submittal, we have provided our civil and architectural elevation plans. In addition, we had a design firm create 3D images of the front and rear elevation to better understand our proposed development for the building.

Last, we are including current site photos with notes to assist with our submittal. We look forward to this opportunity to present in January 2024.

Thank you.

North Building Elevation- We are proposing to remodel the entire front of the building with updated materials, adding windows and new architectural features. In addition, we will add pavement in the eastern grass area move parking away from the front entrance, add a few more stalls and meet ADA requirement for slopes.





Southwest View of North Building Elevation



South View of East Side of Building- this elevation will not be altered; we will paint the existing EFIS.



South View of West Side of Building- this elevation will have minor return of cement board siding on the northwest corner to compliment the front elevation, but the rest will not be altered, we will paint the existing EFIS.



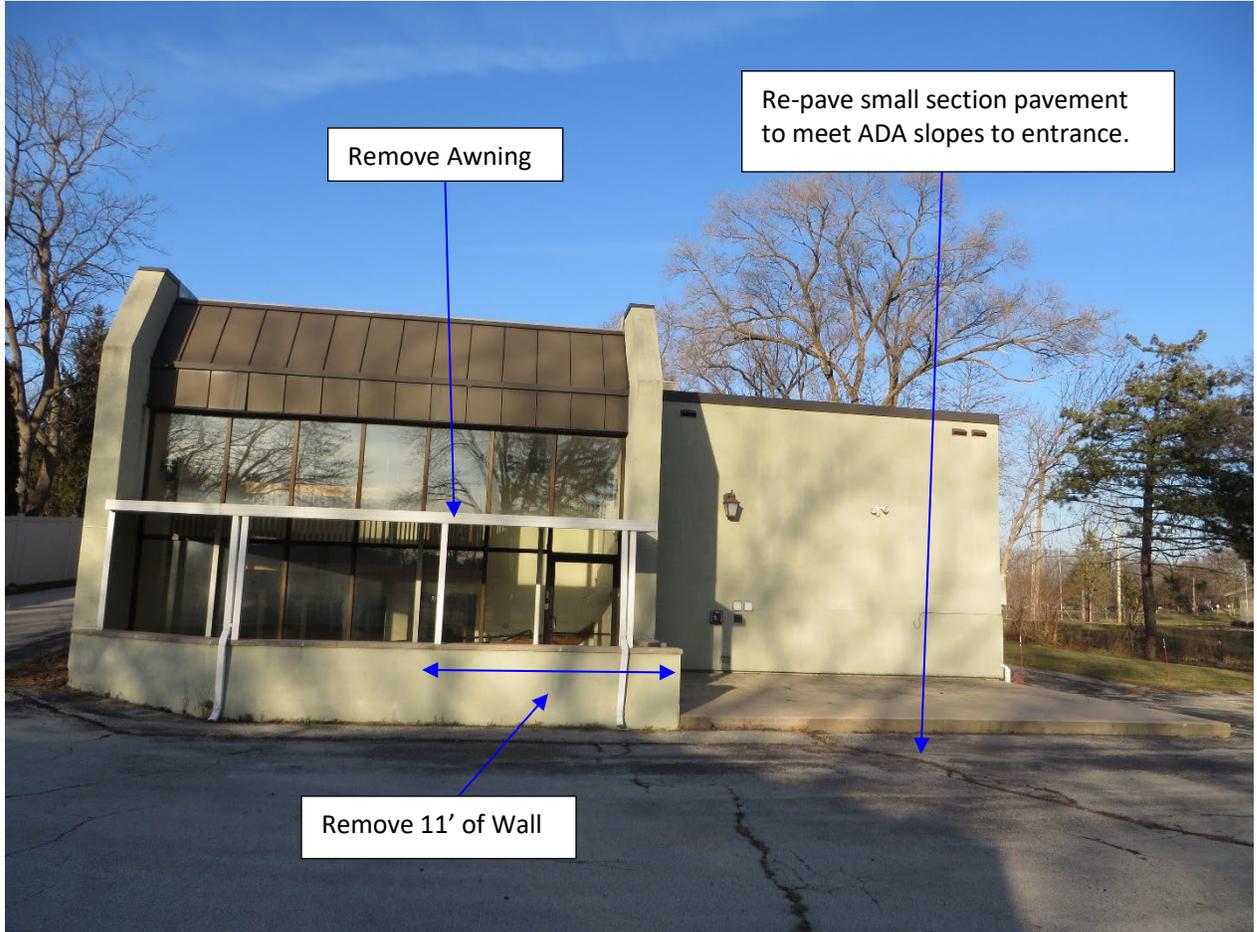
Northeast View of the West Side Building Elevation- we are proposing to paint the existing EFIS.



North View on Entrance Road to Rear Lot- Existing paving will be re-sealed, crack filled and re-striped.



North View of South Building Elevation- 11' of retaining wall/knee high wall will be removed to allow a clear path to the rear building entrance and the remainder of EFIS will be painted.



Northwest View of South Building Elevation: Paint existing EFIS, add pergola to patio area, add painted letters to rear wall.



Northwest View of East Building Elevation- This elevation will not be altered and the EFIS will be painted.



Site has a Dumpster Enclosure.





West View of Rear Shed- Shed will cleaned and painted.



The site is currently well landscaped with several mature trees/bushes/shrubs and landscape beds. The overall grass area is in excellent condition. Our plan to evaluate the perennials that return in the landscape

bed areas, install new weed fabric over all landscape bed areas, re-plant perennials in areas that do not return, hire a professional tree service company to trim mature trees on the front of the property that overhang the future parking lot/building areas, remove all invasive shrubs/weeds along the property and maintain the property on weekly basis during the growing season. We find value in being next to the river walk and look forward to making the property more appealing for all community members that go by the property. Unfortunately, we closed on the property after the growing season so we are unsure on the number of perennials in the bed areas, but we were able to clean up a lot of the landscape after closing and will ensure it will be addressed during our construction period in 2024. Here are several photos of the overall property to better understand the current landscape:

Southeast View from Rear Parking Lot



Northwest View from the Riverwalk Path



South Property Line Adjacent to the Village Parking Lot



North View from Rear West Property Line Adjacent to Residential Homes



East View from Rear West Property Line



North View of Pine Entrance to Lawn St



South View of Front Yard and East Tree Line along Riverwalk Path



East Property Tree Line along Riverwalk Path



North View of East Tree Line along Riverwalk Path



South View from Eastern Property Line



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LEGEND	
SANITARY MANHOLE	STORM SEWER
STORM MANHOLE	WATER MAIN
CATCH BASIN	LIGHTING
INLET	ELECTRICAL CABLE
PRECAST FLARED END SECTION	ELECTRICAL TRANSFORMER OR PEDESTAL
CONCRETE HEADWALL	POWER POLE
VALVE VAULT	POWER POLE WITH LIGHT
VALVE BOX	GUY WIRE
FIRE HYDRANT	STREET SIGN
BUFFALO BOX	GAS MAIN
CLEANOUT	TELEPHONE LINE
SANITARY SEWER	CONTOUR
FORCE MAIN	TREE
CONCRETE SIDEWALK	EASEMENT LINE

LEGEND	
[Symbol]	REMOVE EXISTING ASPHALT
[Symbol]	REMOVE EXISTING CONCRETE
[Symbol]	REMOVE EXISTING UTILITY
[Symbol]	REMOVE EXISTING CURB AND GUTTER
[Symbol]	SAWCUT EXISTING PAVEMENT

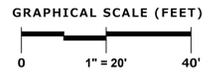
EXISTING CONDITIONS SURVEY:

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CONTRACTOR RESPONSIBILITY:

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. IF ADDITIONAL UTILITIES ARE KNOWN TO EXIST IN THE PROPERTY, THE OWNER WILL PROVIDE EXISTING PLANS OF OTHER UTILITIES SERVING THE SITE AND THE BUILDING THAT OTHERWISE CANNOT BE LOCATED BY A VISUAL OBSERVATION OF THE PROPERTY OR OF WHICH THE SURVEYOR WOULD HAVE NO KNOWLEDGE.

- DEMOLITION NOTES**
- PERIMETER SILT FENCING AND CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION. PLEASE REFER TO GRADING AND EROSION AND SEDIMENT CONTROL PLAN SHEETS FOR FURTHER DETAILS.
 - EXISTING FEATURES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR/OWNER SHALL CALL "MISS DIG" PRIOR TO ANY DEMOLITION.
 - CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
 - COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES AND THE MUNICIPALITY TO PROTECT EXISTING FUNCTIONING UTILITIES. BULKHEAD/REMOVE CONNECTIONS AS NECESSARY, AND TO ENSURE ALL UTILITIES ARE INACTIVE PRIOR TO ANY DEMOLITION ACTIVITIES. CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO ENSURE PROTECTION OF EXISTING UTILITIES THAT ARE NOT TO BE IMPACTED. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY EXISTING UTILITIES DAMAGED AS A RESULT OF THE DEMOLITION.
 - VOIDS LEFT BY REMOVAL OF FEATURES SHALL BE MODIFIED/FILLED TO PREVENT PONDING OF WATER.
 - DEMOLISH AND DISPOSE EXISTING PIPING, CABLE/WIRES, STRUCTURES, OR OTHER SURFACE FEATURES INDICATED ON THE PLANS TO BE REMOVED.
 - CLEARING AND GRUBBING DESIGNATIONS SHALL INCLUDE CLEARING, GRUBBING, REMOVING AND DISPOSING OF ALL VEGETATION AND DEBRIS WITHIN THE LIMITS OF CONSTRUCTION, AS DESIGNATED ON THE PLANS. CONTRACTOR SHALL REMOVE ONLY THOSE TREES ABSOLUTELY NECESSARY TO ALLOW FOR CONSTRUCTION.
 - CONTRACTOR SHALL REMOVE EXISTING FENCING IN A MANNER TO ALLOW REUSE. ANY FENCING MATERIAL TO BE REUSED IN THE CONSTRUCTION OF RELOCATED FENCE LINES SHALL BE PRESENTED TO ENGINEER FOR INSPECTION AND PROPOSED CONTRACT DEDUCT ASSOCIATED WITH REUSE OF THE SALVAGED MATERIAL. ENGINEER OR OWNER WILL PROVIDE WRITTEN ACCEPTANCE OF THE PROPOSED SALVAGED MATERIAL.
 - CONTRACTOR SHALL COORDINATE WITH THE MUNICIPALITY FOR TERMINATION OF PUBLIC UTILITY CONNECTIONS TO SITE.
 - CONTRACTOR SHALL COORDINATE STOCKPILE LIMITS AND LOCATIONS WITH ENGINEER/OWNER PRIOR TO DEMOLITION.



PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

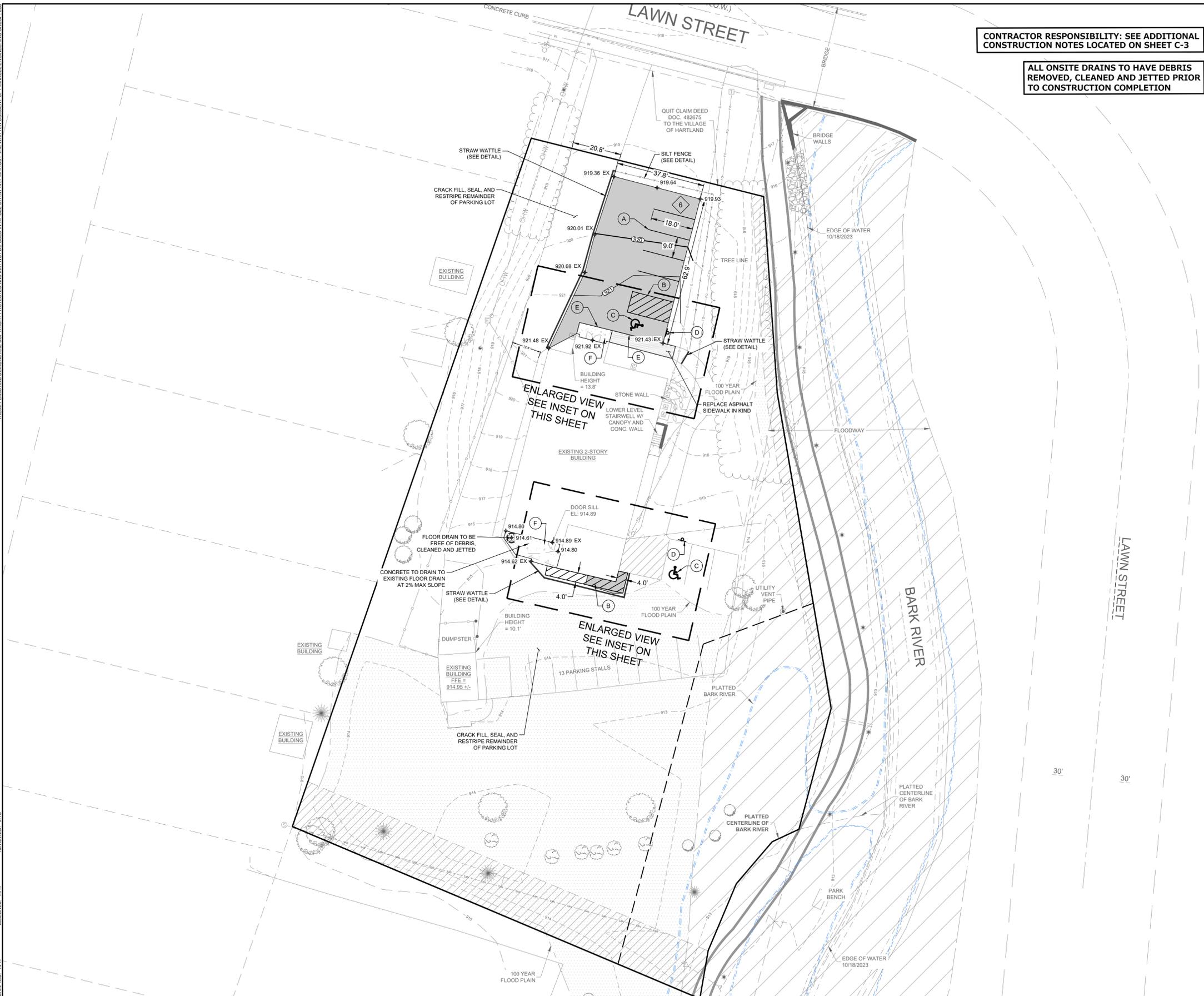
123 LAWN STREET
HARTLAND, WI

EXISTING CONDITIONS AND DEMOLITION PLAN

REVISIONS		SHEET C-1 OF C-3
NO.	DESCRIPTION	

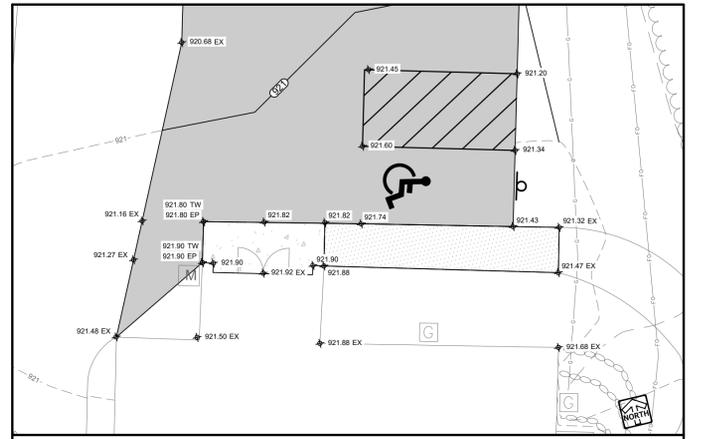
REG JOB No. 5132.00
REG PM MTS
START DATE 11/16/23
SCALE 1"=20'

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC.
 DESIGNED: AFH
 DRAFTED: AFH
 REVIEWED: MTS

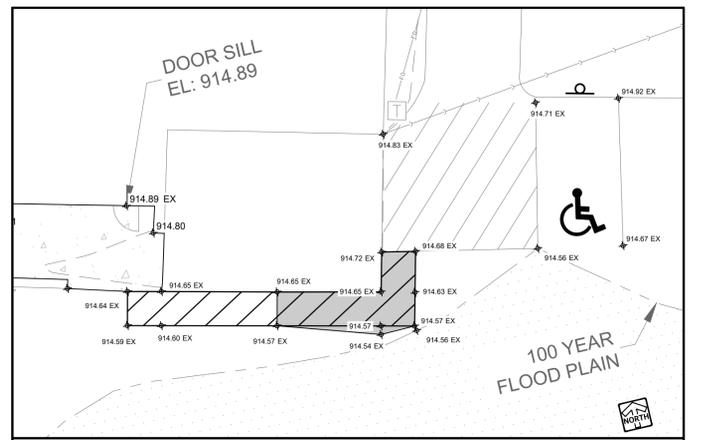


CONTRACTOR RESPONSIBILITY: SEE ADDITIONAL CONSTRUCTION NOTES LOCATED ON SHEET C-3

ALL ONSITE DRAINS TO HAVE DEBRIS REMOVED, CLEANED AND JETTED PRIOR TO CONSTRUCTION COMPLETION



SCALE: 1" = 10' ENLARGED VIEW

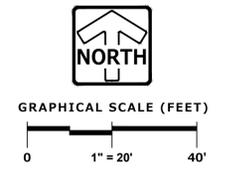


SCALE: 1" = 10' ENLARGED VIEW

LEGEND	
	ASPHALT PAVEMENT - 6" - 1 1/2" CRUSHED AGGREGATE BASE COURSE CONFORMING TO GRADATION REQUIREMENTS OF WISDOT STANDARD SPECIFICATIONS, SECTION 301 AND 305. - 3 1/2" HMA PAVEMENT (2 LIFTS) 2" BINDER COURSE - 4 LT 58-28 S 1 1/2" SURFACE COURSE - 5 LT 58-28 S
	CONCRETE PAVEMENT - 6" CONCRETE SLAB - 4" MIN. - 1 1/2" CRUSHED AGGREGATE BASE COURSE CONFORMING TO GRADATION REQUIREMENTS OF WISDOT STANDARD SPECIFICATIONS, SECTION 301 AND 305.
(A)	4" YELLOW STRIPE
(B)	4" DIAGONAL AT 45° SPACED 2' O.C.
(C)	ADA STALL INSIGNIA
(D)	ADA PARKING STALL SIGNAGE (SEE DETAIL)
(E)	WALK FLUSH WITH PAVEMENT (SEE DETAIL)
(F)	BUILDING DOOR SLAB (2% MAX SLOPE WITHIN DRIVE IN OR MAN DOOR)
	INLET PROTECTION (SEE DETAIL)
	PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)

CONTRACTOR RESPONSIBILITY:
 THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. IF ADDITIONAL UTILITIES ARE KNOWN TO EXIST IN THE PROPERTY, THE OWNER WILL PROVIDE EXISTING PLANS OF OTHER UTILITIES SERVING THE SITE AND THE BUILDING THAT OTHERWISE CANNOT BE LOCATED BY A VISUAL OBSERVATION OF THE PROPERTY OR OF WHICH THE SURVEYOR WOULD HAVE NO KNOWLEDGE.

SITE DATA	
SITE AREA:	1.22 AC (53,109 SF)
DISTURBANCE LIMITS:	0.07 AC (3,194 SF)
EXISTING IMPERVIOUS AREA:	0.41 AC (17,715 SF)
PROPOSED IMPERVIOUS AREA:	0.45 AC (19,660 SF)
NET NEW IMPERVIOUS AREA:	0.04 AC (1,945 SF)



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123 LAWN STREET
HARTLAND, WI

PROPOSED SITE IMPROVEMENTS PLAN

REVISIONS	

SHEET
C-2
 OF
C-3
 REG. JOB No. 5132.00
 MTS
 START DATE 11/16/23
 SCALE 1" = 20'
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www.pinnacle-engr.com
 PROPOSED SITE IMPROVEMENTS PLAN



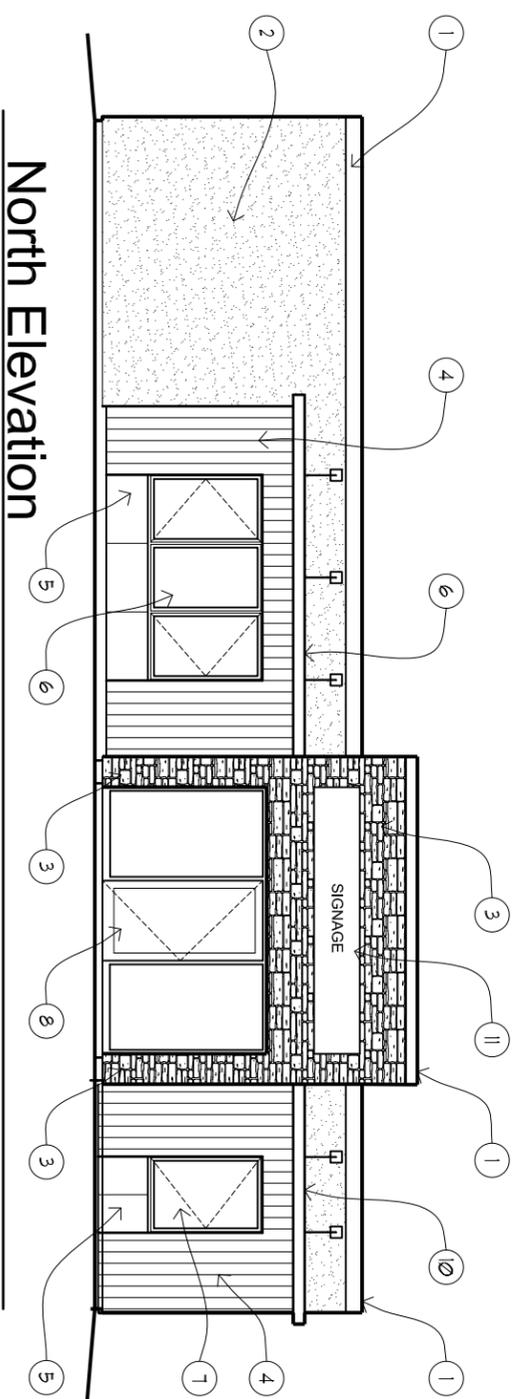
EMPOWER  MOVEMENT

PHYSICAL THERAPY



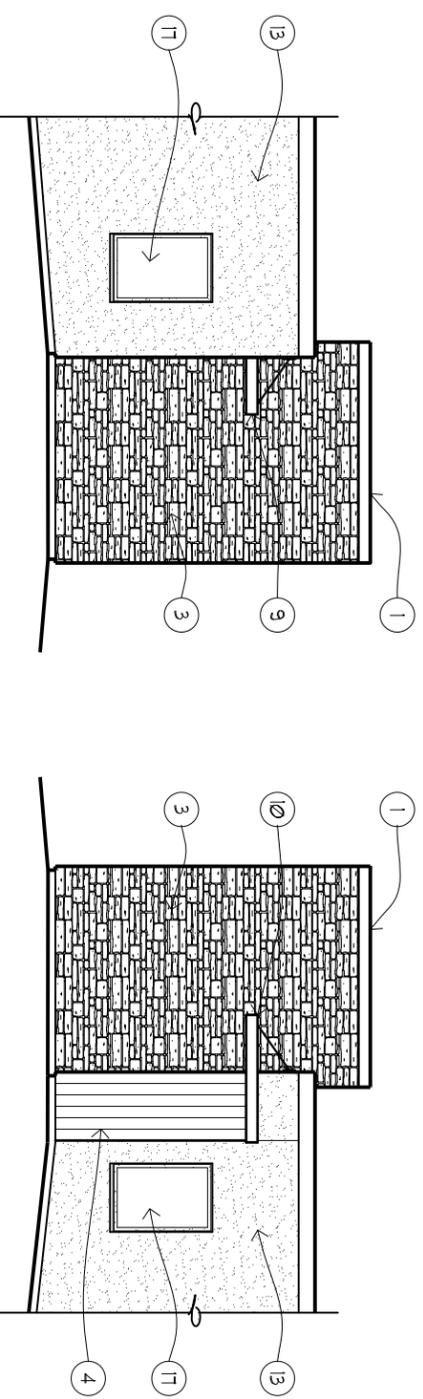
Coded Elevation Notes

- ① PRE FINISHED METAL FLASHING AND COPING.
- ② EIFS. (TEXTURE TO MATCH EXISTING)
- ③ 2" THIN-SET STONE VENEER
- ④ NICHINA® - FIBER CEMENT PANEL SYSTEM (VINTAGE WOOD SERIES)
- ⑤ NICHINA® - FIBER CEMENT PANEL SYSTEM (ARCHITECTURAL SERIES) (COLOR TO MATCH WINDOW UNIT ABOVE)
- ⑥ 9'-0" WIDE x 4'-6" ANDERSEN® CASEMENT WINDOW UNIT (COLOR AND PROFILE TO MATCH EXISTING UNITS)
- ⑦ 3'-0" WIDE x 4'-6" ANDERSEN® CASEMENT WINDOW UNIT (COLOR AND PROFILE TO MATCH EXISTING UNITS)
- ⑧ BRONZE ANODIZED ALUMINUM STOREFRONT W/ 36"Ø DOOR W/ 1" TEMPERED INSULATING GLAZING AT DOOR/ SIDELIGHTS
- ⑨ 6'-0" LONG x 2'-6" WIDE x 6"x2" STEEL TUBE TRELLIS WITH 1/2" TREADED STEEL RODS ANCHORED AT BUILDING
- ⑩ 0'-6" LONG x 2'-6" WIDE x 6"x2" STEEL TUBE TRELLIS WITH 1/2" TREADED STEEL RODS ANCHORED AT BUILDING
- ⑪ 11'-8" LONG x 2'-0" WIDE SIGNAGE AREA
- ⑫ 6'-0" LONG x 6'-0" WIDE SIGNAGE AREA
- ⑬ EXISTING EIFS. (TO BE REPAINTED)
- ⑭ EXISTING SEAMED METAL ROOFING
- ⑮ EXISTING BRONZE ALUMINUM STOREFRONT GLAZING
- ⑯ EXISTING RETAINING WALL (MODIFIED AS PER CIVIL DESIGN)
- ⑰ EXISTING CASEMENT WINDOW
- ⑱ INDUSTRIAL 'GOOSENECK' LIGHTING ABOVE SIGNAGE AREA



North Elevation

SCALE: 1/8"=1'-0"

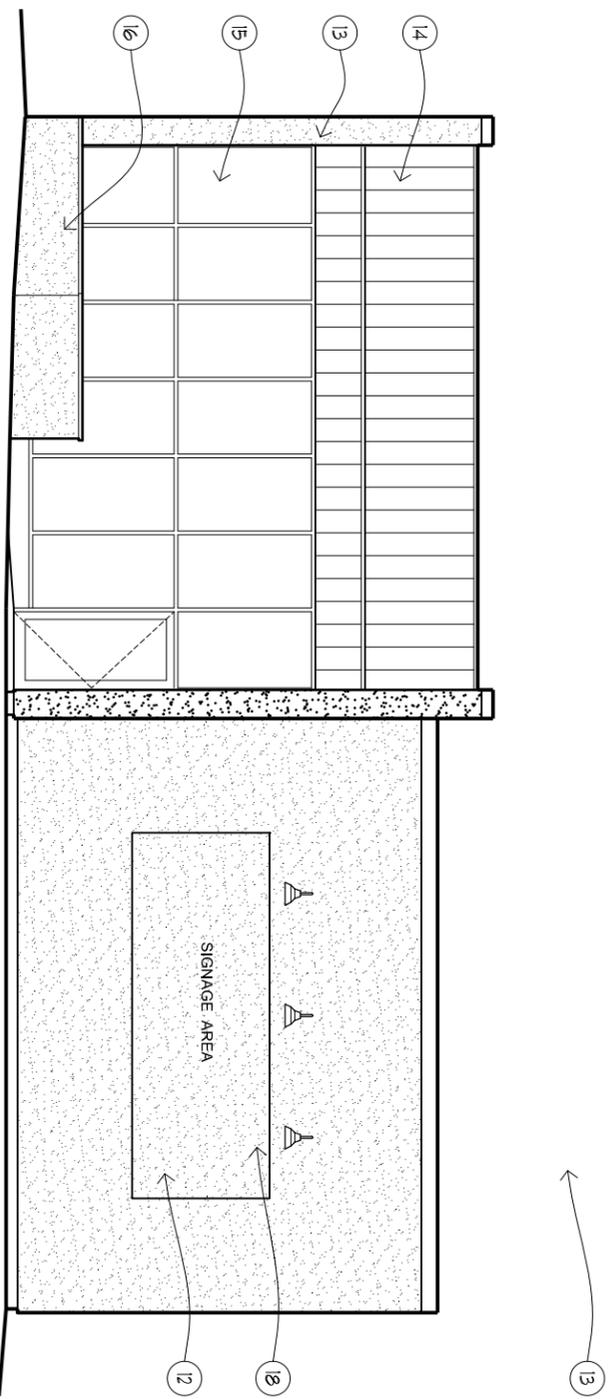


Partial - East Elev.

SCALE: 1/8"=1'-0"

Partial - West Elev.

SCALE: 1/8"=1'-0"



South Elevation

SCALE: 1/8"=1'-0"



Robert Wold
Architects, LLC
N56 W37815 Sunset Lane
Oconomowoc, WI 53066
262.370.8118
robwoldarch@gmail.com

Project

Empower Movement Building

123 Lawn Street Hartland, Wisconsin 53029

Date

12.20.23

Project No.

2023-08

Sheet No.

Exterior

KT REAL ESTATE LLC
391 SANDHILL LANE
DOUSMAN, WI 53118-8837

138 NORTH LLC
PO BOX 510888
MILWAUKEE, WI 53202-0154

145 NORTH AVENUE, LLC
145 NORTH AVE
HARTLAND, WI 53029-1728

ALARCON TRUST
W341S9275 CORNER CT
EAGLE, WI 53119-1661

ATHAN & SHERRY ECHOLS
217 NORTH AVE
HARTLAND, WI 53029-1717

CHARLENE M MARSALLI
209 NORTH AVE
HARTLAND, WI 53029-1717

COLIN & DANIELLE FOSTER
229 NORTH AVE
HARTLAND, WI 53029-1717

DR K W SCHUMANN AND JAMES E
LIEBERT
N80W34680 PETERSEN RD
OCONOMOWOC, WI 53066

HAROLD & KATHERINE KLEIFGEN 2020
LIVING TRUST
206 NORTH AVE
HARTLAND, WI 53029-1718

HARTLAND RIVERWALK LLC
101 N MILLS ST
MADISON, WI 53715-1136

HOOT HOMES LLC
201 NORTH AVE
HARTLAND, WI 53029-1717

HOPKINS SAVINGS & LOAN
PO BOX 460169 C/O RYAN PTS DEPT
HOUSTON, TX 77056-8169

JAMES D HILLIGOSS JR & JILL M
SCHWEDA-HILLIGOSS
159 NORTH AVE
HARTLAND, WI 53029

JAMES & MARY LEAHY
214 NORTH AVE
HARTLAND, WI 53029-1718

JAS COFFEE LLC
150 E CAPITOL DR
HARTLAND, WI 53029-2104

JOSEPH ERICK BARNES & RACHAEL L
WIERZCHOWSKI
224 NORTH AVE
HARTLAND, WI 53029-1718

LAKE EFFECT INVESTMENTS LLC
122 LAWN ST
HARTLAND, WI 53029-1714

LORETTA WERNER
N3645 OLD M ROAD
WEST SALEM, WI 54669-9101

LYNN EGAN
207 NORTH AVE
HARTLAND, WI 53029-1717

MARK PAPE
223 NORTH AVE
HARTLAND, WI 53029

MICHAEL & CHRISTINA CALLIES
REVOCABLE TRUST
241 NORTH AVE
HARTLAND, WI 53029-1717

MITCHELL M MURPHY AND BRIANNA D
MURPHY
246 NORTH AVE
HARTLAND, WI 53029-1721

NICHOLAS REID REVOCABLE TRUST
N31W28802 LAKEWOOD LN N
PEWAUKEE, WI 53072-3353

RAECHAL M LAIRD
214 LAWN ST
HARTLAND, WI 53029-1706

RED CAP HOLDINGS LLC
W271N6155 MAPLE ST
SUSSEX, WI 53089-4711

RICHARD & PATRICIA NOWAKOWSKI
220 LAWN ST
HARTLAND, WI 53029-1706

ROBERT & MICHELLE HARROUN
235 NORTH AVE
HARTLAND, WI 53029

ROBERT JEWELL III & JANET JEWELL
218 NORTH AVE
HARTLAND, WI 53029

SCOTT LEE CROFT
210 NORTH AVE
HARTLAND, WI 53029-1718

TIMOTHY FREY
240 NORTH AVE
HARTLAND, WI 53029



**Village of Hartland
Administration**

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

Committee: Village Board	Date: 1/17/2024
Village Board Item Number:	Date: 1/22/2024
Submitted By: Chief Jambretz	
Subject: Ambulance fee updates.	

Details: HFD has asked our billing company for up dates on our Ambulance fees. It has been 2 years since we have updated our billing prices and would like to get board approval for these fees to increase. As everyone is aware prices for products and restocking the Ambulance has been increasing sometimes on a monthly basis. HFD uses 2 companies to purchase our different supplies and are continually checking for the best price available.

Financial Remarks: If we can change our billing this would work to offset some of the costs of restocking our Ambulance.

Options & Alternatives: The options are given in the attached sheet we can change the fees to whatever the board would desire.

Executive Recommendation: We recommend changing the Ambulance fees to help offset the restocking the ambulances to what ever the board sees fit.

Hartland Fire Department Rate Survey

Service	Johnson Creek EMS	Cambridge Area EMS	City of Brookfield Fire EMS	Southern Ozaukee Fire Department	Ixonia Fire Department	Jefferson EMS	Hartland Fire Department	Average	Recommended Rate
BLS - Resident	\$ 1,400	\$ 2,000	\$ 1,200	\$ 1,400	\$ 1,400	\$ 1,700	\$ 850	\$ 1,517	\$ 1,200
BLS - Non Resident	\$ 1,400	\$ 2,000	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,700	\$ 950	\$ 1,550	\$ 1,200
ALS - Resident	\$ 1,400	\$ 2,500	\$ 1,150	\$ 1,500	\$ 1,500	\$ 2,000	\$ 1,200	\$ 1,675	\$ 1,500
ALS - Non Resident	\$ 1,400	\$ 2,500	\$ 1,750	\$ 1,500	\$ 1,500	\$ 2,000	\$ 1,300	\$ 1,775	\$ 1,500
ALS2 - Resident	\$ 1,700	\$ 2,600	\$ 1,550	\$ 1,800	\$ 1,800	\$ 2,100	\$ 1,600	\$ 1,925	\$ 1,800
ALS2 - Non Resident	\$ 1,700	\$ 2,600	\$ 1,750	\$ 1,800	\$ 1,800	\$ 2,100	\$ 1,700	\$ 1,958	\$ 1,800
BLS On Scene Care - Resident	\$ 550	\$ 500	\$ 500	\$ 450	\$ 450	\$ 550	\$ 300	\$ 500	\$ 450
BLS On Scene Care - Non Resident	\$ 550	\$ 500	\$ 500	\$ 450	\$ 450	\$ 800	\$ 400	\$ 542	\$ 450
ALS On Scene Care - Resident	\$ 1,300	\$ 1,300	\$ 800	\$ 900	\$ 1,200	\$ 1,300	\$ 800	\$ 1,133	\$ 1,000
ALS On Scene Care - Non Resident	\$ 1,300	\$ 1,300	\$ 875	\$ 900	\$ 1,200	\$ 1,300	\$ 900	\$ 1,146	\$ 1,000
Mileage - Resident	\$ 27	\$ 35	\$ 27	\$ 25	\$ 22	\$ 27	\$ 20	\$ 27	\$ 24
Mileage - Non Resident	\$ 27	\$ 35	\$ 27	\$ 25	\$ 22	\$ 27	\$ 22	\$ 27	\$ 24

Recommendations include bundled prices



Authorization of Recommended Rates / Date

Printed Name / Title

**MEMORANDUM OF UNDERSTANDING REGARDING THE
NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)**

**Memorandum of Understanding
between

and the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms, and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the Parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and _____, hereinafter collectively referred to as “the Parties,” and with _____ referred to as the “NESS Partner Agency.” This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as “Users”.

The Parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF’s authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.

Article II. Background

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate point of contact (POC) for the NESS Partner Agency. The agency POC will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These POCs shall also identify individuals from their respective agencies who will require system access, periodically validate the list of Users, and to notify an ATF POC immediately if it becomes necessary to revoke or suspend a User’s account.

This MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated by either Party.

Article IV. Interagency Communications

The Parties agree that a principal POC within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

ATF Field Division		
Name		
Address		
	Designated ATF Primary POC	Designated ATF Alternate POC
Name:		
Title:		
Email Address:		
Phone #:		

NESS Partner Agency		
Name		
Address		
	Designated NESS Partner Agency Primary POC	Designated NESS Partner Agency Alternate POC
Name:		
Title:		
Phone #:		
Email Address:		
Date of Birth:		
Signature:		
Date:		
NESS Partner Agency ORIs		

Article V. Responsibilities and Procedures

In becoming an approved NESS Partner Agency of the NESS application, the involved Parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:
 - a. Appoint primary and alternate POCs within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.
 - b. The designated POC(s) will immediately notify ATF in the event that a User’s account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.
 - c. Complete a Request for Change of Agency Point of Contact Form if the POC changes.
 - d. Agree to make every effort to provide complete and accurate information including investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest extent allowed by law. This includes general event data including case numbers, dates,

locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

- e. Share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.
- f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier Form.
- g. Use information generated and retrieved pursuant to this MOU, only for the purpose(s) identified in the Agreement.

2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

a. The ATF Field Division shall:

- 1) Appoint primary and alternate ATF POCs.
- 2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency POC and ATF's Firearms Operations Division (FOD).
- 3) Ensure data sharing processes between ATF and the NESS Partner Agency.

b. FOD shall:

- 1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.
- 2) Upon receipt of this signed MOU, provide detailed instructions to the field division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.
- 3) Maintain a copy of this MOU along with any associated User agreements.
- 4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.
- 5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.

Article VI. Conditions

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is “LAW ENFORCEMENT SENSITIVE” and intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY.” Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

Information within NESS is to be used for investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for any evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. By providing your agency with NESS, ATF is not waiving any privileges that prevent further disclosure of the materials. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XII, the NESS Partner Agency agrees to notify ATF prior to such a release.

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The Parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this Agreement shall not be disclosed to a third party without the consent of both Parties of this Agreement, subject to Federal and any applicable non-conflicting state law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The Parties acknowledge that NESS shall only be used for law enforcement purposes.

The Parties agree to define a “crime gun” as “any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime.”

Article VII. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

Article VIII. Modifications and Terminations

This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement and mutual consent of the Parties. Parties to this MOU may terminate their participation at any time upon a seven (7) day written notification of their intent to withdraw to the other Party. If either Party terminates this MOU, ATF will retain all of its interest in the electronically stored information contained in the NESS database.

Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.

Article IX. Liability

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claims Act (FTCA – 28 U.S.C. § 1346).

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

Article X. User Access

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this Agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

Article XI. Costs

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding, but no guarantees as to when repairs will be completed. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not

fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

Article XII. Limitations of the Agreement

1. **Relationship between the Parties:** The relationship between the Parties to this Agreement is and shall remain that of independent departments and entities. Nothing herein shall be construed to imply that either Party's employees are employees of the other.

2. **Resources:** This MOU does not require that the Parties are to contribute resources (financial or otherwise) to each other.

3. **Letters of Understanding:** The Parties are responsible for establishing relevant letters of understanding or interagency agreements initiated or required as a consequence of this MOU.

4. **No Guarantee:** The NESS Partner Agency acknowledges that information is input into the NESS system based on data collected and available at the time, and that ATF makes no guarantee that said information will always be 100% accurate or up to date.

5. **Anti-Deficiency Act:** The obligations in this MOU are subject to the availability of the necessary resources to the Parties. No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.

6. **Entire Agreement:** The mutual covenants and terms represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

7. **Waiver:** Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

8. **Severability:** A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.

9. **Governing Law:** The terms and provisions in this Agreement shall be construed under the applicable federal laws, in conjunction with state and local laws that do not conflict with the federal mandates.

10. **Release of Information:** Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.

Article XIII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the NESS application. The result of this cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of violent crime and the inception of new strategies to effectively disrupt the cycle of violence.

ATF and the NESS Partner Agency hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NESS Program. In witness whereof, the parties have hereby executed this MOU.

Signature Date
(Chief Law Enforcement or Public Safety Official)

Signature Date
(ATF - Special Agent in Charge)

Name

Name

Title

Special Agent in Charge

Title

NESS Partner Agency

ATF Field Division

Signature Date

Name

Chief, Firearms Operations Division

Title



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES



MEMORANDUM OF UNDERSTANDING REGARDING THE eTRACE INTERNET BASED FIREARM TRACING APPLICATION

Memorandum of Understanding between the HARTLAND POLICE DEPARTMENT and the Bureau of Alcohol, Tobacco, Firearms and Explosives

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their ongoing commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.

Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: Chicago Field Division

Address: 175 West Jackson
Suite 1500
Chicago, Illinois 60604

	Designated ATF Contact	Alternate ATF Contact
Name:	Matthew Corley	Bonnie Schneider
Title:	Industry Operations Intelligence Specialist	Industry Operations Intelligence Specialist
Phone #:	(314) 210-7817	(312) 846-8898

Participating Law Enforcement Agency Name: HARTLAND POLICE DEPARTMENT

Agency Address: 210 COTTONWOOD AVENUE
HARTLAND, WI 53029

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	TORIN MISKO	PAULA HOFFA
Title:	CHIEF OF POLICE	DETECTIVE
Phone #:	(262) 367-2323	(262) 367-2323
Email Address:	TMISKO@VILLAGEOFHARTLAND.WI.GOV	PAULAH@VILLAGEOFHARTLAND.WI.GOV
Date of Birth:	On File	On File
Signature:		
Date:		

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.
3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer,

- retirement, or release from employment.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should either be mailed to the ATF National Tracing Center at the address below, or scanned and emailed to eTraceAdmin@atf.gov.

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133
eMail: eTraceAdmin@atf.gov

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY”. The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.
- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location,

specifically in furtherance of Law Enforcement activities.

- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112–55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency’s legal counsel prior to any data-sharing.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a ‘crime gun’ is defined as “any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime”.
- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

Signature	Date
(Chief Law Enforcement Official)	
<hr/>	
TORIN MYSKO	
Name	
<hr/>	
CHIEF OF POLICE	
Title	
<hr/>	
HARTLAND POLICE DEPARTMENT	
Agency/Department	

Signature	Date
(ATF - Special Agent in Charge or designee)	
<hr/>	
Christopher Amon	
Name	
<hr/>	
Special Agent in Charge	
Title	
<hr/>	
Chicago Field Division	
ATF Field Division	

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

The Village Board of the Village of Hartland, Waukesha County, Wisconsin does hereby ordain as follows:

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

ARTICLE II. MUNICIPAL COURT

Sec 30-21 MUNICIPAL COURT CREATED

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

Sec 30-22 MUNICIPAL JUDGE

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

three (3) or more candidates file nomination papers for such position of Municipal Judge as provided in §8.11(1)(a) Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in §5.02(22) Wis. Stats.

Sec 30-23 ELECTIONS

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

Sec 30-24 OATH AND BOND

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

Sec 30-25 SALARY

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

Sec 30-26 JURISDICTION

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

Sec. 30-27 LOCATION AND HOURS

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

Sec. 30-28 FINES AND FORFEITURES

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

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

Sec 30-29 STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT

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

Sec 30-30 PROCEDURE IN MUNICIPAL COURT

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

Sec 30-31 CONTEMPT PROCEDURES

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

Sec 30-32 ABOLISHMENT

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

SECTION 2. SEVERABILITY _____

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

SECTION 3. EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Dated this _____ day of _____ 2024.

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill

ATTEST:

Santee Policello, Village of Hartland Clerk

ADOPTED: _____

PUBLISHED: _____

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

AGREEMENT effective January 10, 2024, and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the City of Oconomowoc, Town of Oconomowoc, Village of Summit, Town of Merton, Town of Lisbon, Town of Delafield, Town of Erin, Village of Hartland, Village of Oconomowoc Lake, Village of Chenequa, Village of Lac La Belle, Village of Sussex, Village of Merton, Village of Dousman, Village of Nashotah, Village of Sullivan, Village of Johnson Creek, Town of Ottawa (Contract Member), Town of Ixonia (Contract Member), Town of Sullivan (Contract Member), and City of Delafield (Contract Member) all being municipal corporations organized and existing under the laws of the State of Wisconsin.

RECITALS:

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

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

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

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

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

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

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

3. COURT ADMINISTRATIVE COMMITTEE.

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

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

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

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

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

5. ELECTIONS. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.580(c), 5.60(1)(b), 5.60(2), 7.10(1)(a), 7.60(4)(a) and 8.10(6)(a) to provide for the election of a Municipal Judge under Section 755.01 (4).

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

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

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

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

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

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

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

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

14. CONTEMPT PROCEDURES.

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

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

15. BUDGET PROCESS.

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

(b) Court Costs. The local share of the court costs required to be collected pursuant to Section 814.65(1), Wis. Stats., shall be retained by the court to be applied to the operating expenses of the court. Any excess of costs collected shall be held in reserve

or otherwise disbursed as approved by the Administrative Committee in compliance with all applicable statutes.

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

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

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

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

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

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

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

This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Dated this _____ day of _____ . 2024.

VILLAGE OF HARTLAND

Jeffrey Pfannerstill
Village President

ATTEST:

Santee Policello, Village of Hartland Clerk

ADOPTED: _____

PUBLISHED: _____

AN ORDINANCE AMENDING SECTION 6-37
OF THE VILLAGE OF HARTLAND MUNICIPAL CODE
PERTAINING TO OPERATORS LICENSE

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

SECTION 1: Chapter 6 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is hereby amended as follows:

Division 2. – Operators License

Section 6-37 – License and age requirements

(a) No person, other than the licensee, an agent or manager named in the license or a member of the licensee's immediate family who has attained the age of 18, shall sell or serve alcoholic beverages in any place operated under a class A or class B license unless he/she possesses an operator's license issued by the village or is at least 18 years of age and is under the immediate supervision of the licensee or a person holding an operator's license who is on the premises at the time of service.

(b) ~~A checkout clerk in a class A licensed premises does not require an operator's license, but the checkout clerk must be at least 18 years of age and a licensed operator must be on the premises and be able to supervise the checkout of alcoholic beverages.~~

No operator's license may be issued unless the applicant is at least 18 years of age and provides an application to the village clerk with evidence of compliance with license training provisions contained in § 125.17(6), Wis. Stats.

(c) ~~An operator's license will be issued only to those persons who have attained the age of 18.~~

Pursuant to § 125.17, Wis. Stats., an operator's license may be issued by the village clerk for purposes of compliance with § 125.32(2) and 125.68(2), Wis. Stats after a background check has been completed that indicates no arrest or conviction for alcohol or drug related offenses and has been approved by the chief of police.

(d) If the applicant for an operator's license has an arrest or conviction for an alcohol or drug related offense, or the village clerk is uncertain whether the applicant satisfies any other requirement for an operator's license, the application shall be referred to the village board, which shall make a determination regarding the approval or denial of the operator's license.

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

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

Adopted this _____ day of _____, 2024.

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

ATTEST:

By: _____
Santee Policello, Village Clerk



**Village of Hartland
Administration**

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

Committee: Village Board	Date: 1/18/2024
Village Board Item Number:	Date: 1/22/2024
Submitted By: Sandee Policello, Clerk	

Subject: Proposed ordinance amendment to sec. 6-37 Pertaining to Operators License

Details: Wis. Stat. Sec. 125.17 allows for the governing municipal body to enact an ordinance authorizing the clerk to issue operator's licenses. The proposed amendment would allow the clerk to issue an operator license after a background check has been completed that indicates no arrest or conviction for alcohol or drug related offenses and the chief of police has approved the application. This change would streamline the process with less administrative steps required to issue a license. It would also shorten the waiting period for applicants and therefore prevent the need to first issue a provisional license when a license is desired prior to Board approval. If a background check indicates an arrest or conviction for alcohol or drug related offense(s), the application will be presented to the Village Board for consideration.

Financial Remarks: Approval would save staff time spent on the issuance of new and renewal operator license applications

Options & Alternatives: The Board can decide to continue with the current license approval process

Executive Recommendation: Recommend adoption of the ordinance amendment to increase efficiency in the issuance of operator licenses

AN ORDINANCE AMENDING SECTION 6-37
OF THE VILLAGE OF HARTLAND MUNICIPAL CODE
PERTAINING TO OPERATORS LICENSE

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

SECTION 1: Chapter 6 of the CODE OF ORDINANCES OF THE VILLAGE OF HARTLAND is hereby amended as follows:

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- (b) No operator's license may be issued unless the applicant is at least 18 years of age and provides an application to the village clerk with evidence of compliance with license training provisions contained in § 125.17(6), Wis. Stats.
- (c) Pursuant to § 125.17, Wis. Stats., an operator's license may be issued by the village clerk for purposes of compliance with § 125.32(2) and 125.68(2), Wis. Stats after a background check has been completed that indicates no arrest or conviction for alcohol or drug related offenses and has been approved by the chief of police.
- (d) If the applicant for an operator's license has an arrest or conviction for an alcohol or drug related offense, or the village clerk is uncertain whether the applicant satisfies any other requirement for an operator's license, the application shall be referred to the village board, which shall make a determination regarding the approval or denial of the operator's license.

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

Adopted this _____ day of _____, 2024.

VILLAGE OF HARTLAND

By: _____
Jeffrey Pfannerstill, Village President

ATTEST:

By: _____
Santee Policello, Village Clerk

Exhibit A.

**Public Facilities
Needs Assessment
and Impact Fee
Study**



PREPARED FOR:

Village of Hartland
210 Cottonwood Ave
Hartland, WI 53029

PREPARED BY:

Ruekert & Mielke, Inc.
W233N2080 Ridgeview Pkwy
Waukesha, WI 53188

Public Facilities Needs Assessment and Impact Fee Study

October 23, 2023



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PUBLIC FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY

PURPOSE AND BACKGROUND

Ruekert & Mielke, Inc. (R/M) and the Village of Hartland (Hartland) have prepared impact fee studies in 1998 and 2008. This study will update those fees for the parks and recreation facilities, the library facilities, and the transportation facilities. Each section explains the basis for each recommendation. Police facilities and fire protection and emergency medical facilities will be updated in an amendment after updated facilities plans become available.

Purpose of Impact Fees

Impact fees can provide a needed source of funding for infrastructure. They are designed to recover the costs of public facilities needed to serve new growth by applying the adage "growth pays for growth." The Village has done well at doing so. It enacted impact fees well over 20 years ago, and since then, it has met many of the needs created by new growth.

This study is a public facility needs assessment under Wisconsin Statutes § 66.0617(4). This study develops and recommends impact fees that comply with the impact fee standards in Wisconsin Statutes § 66.0617(6).

Requirements and Restrictions

Requirements to impose impact fees in Wisconsin Statutes § 66.0617 include the following:

- Conduct a public needs assessment that
 - Defines the service area.
 - Provides service standards to determine the infrastructure needs.
 - Includes an inventory of existing public facilities.
 - Identifies existing deficiencies (lack of facilities for the current population).
 - Lists facilities needed to serve new growth, along with cost estimates.
 - Estimates the effect of the impact fees on the availability of affordable housing.
- Make the public needs assessment available to the public for at least 20 days before the public hearing.
- Issue a Class 1 notice about the new public needs assessment.
- Hold a public hearing.

To keep imposing impact fees, Wis. Stat. § 66.0617 require the following:

- Explain to developers what the fees will be used for when the fees are collected.
- Segregate the funds.
- Spend the money only on the capital costs for which the fees were imposed.
- Refund the money to the original payer if the money is not spent within 8 years (10 years for sewer infrastructure).
- Specify a procedure within the municipal ordinances for developers to contest the fees.

Impact fees cannot be used for

- Vehicles.
- Operation and maintenance expenses.
- Infrastructure to serve the needs of the current population (existing deficiencies).
- Infrastructure to serve needs beyond the forecast period.
- Infrastructure to comply with current law (e.g. American with Disabilities Act).
- Infrastructure that will serve new growth outside of the municipality.
- Facilities that are not listed in Wis. Stat. § 66.017(1)(f)1 such as cemeteries, community centers, and electric utilities.

As required by the Wisconsin statutes, each section of this study on a department that recommends impact fees for new projects contains an inventory of existing facilities, a list of future projects, the service standards, existing deficiencies, and the calculation of the impact fee. The study also contains the required analysis on the effect that the proposed impact fees would have on housing affordability.

Other Items of Note

- The cost for land can be included, as can legal, engineering, and design costs for the new public facilities.
- Fees must be reduced proportionate to new funding sources for the same projects. For instance, if the municipality wins a grant or levies a special assessment on a project for which impact fees are being charged, the impact fees must be reduced proportionate to the amount of this new funding.

- Fees must also bear a “rational relationship” to the need for the new public facilities required to serve new development.
- Municipalities can pay debt for new-growth projects with impact fees. That means that the fees can go toward debt payments for the life of the loan.

Example

To illustrate how impact fees are formed, a simple example is provided. Happyville anticipates a lot of residential growth. To figure out how much developers might pay for parks to serve the new growth, Happyville puts together an impact fee study. Let's say the National Recreation and Park Association recommends 1 acre of parkland per 100 residents – that recommendation is the standard Happyville chooses to use for how much parkland it should have. Happyville has 700 residents. That means Happyville should have 7 acres. However, its current inventory for parks is 3 acres. This means Happyville has an existing deficiency of 4 acres.

The growth forecast shows that Happyville will add 300 more residents. Therefore, the future need for the community is a total of 10 acres. Happyville plans to buy 8 acres of land and develop it into parkland. After the land purchase, Happyville will have a total of 11 acres of parks, which is 1 more than what the standard says it needs. The 1 “excess” acre that will serve needs beyond the forecast period cannot be paid for with impact fees. Nor can the 4 acres that will meet an existing deficiency. That means of the 8 acres being purchased, only 3 are eligible to be paid for with impact fees. (8 acres minus 4 acres for an existing deficiency minus 1 “excess” acre = 3 acres.)

Of the total project cost, 37.5 percent is eligible to be paid for with impact fees (3 divided by 8 = 37.5 percent). Each acre is estimated to cost \$100,000 for a total of \$800,000, so \$300,000 can be collected in impact fees.

The impact fee for parks is the eligible project cost divided by the forecast number of new residential units. Happyville anticipates each new home will be occupied by 2 people each. Therefore, there will be 150 new homes in the forecast period. (300 new residents divided by 2 people/home = 150 new homes.) \$300,000 divided by 150 new homes equals an impact fee of \$2,000 per home.

Takeaways and Best Practices

- Impact fees seldom pay for entire projects.
- Thus, municipalities should develop a plan for how to pay for the rest of the projects.
- Otherwise, they may end up not following through on the projects and refunding the money. Issuing refunds may prove very challenging.
- Municipalities should follow through on their plans for serving new growth.
- Debt provides a way for municipalities to spread out the cost recovery for new growth beyond 8 years.

- Certain kinds of impact fees (parks, library) can be charged only to residential development. The rest can be charged to all kinds of development.

A Municipality's Right to Flexibility

State statutes grant much latitude to municipalities in how they spend impact fee funds. As the footnotes to Wisconsin Statutes § 66.0617 explain, the law “allows a municipality to impose impact fees for a general type of facility without committing itself to any particular proposal before charging the fees.” The footnotes to the statutes make explicit that a “municipality must be allowed flexibility to deal with the contingencies inherent in planning.” The project details that follow in this study represent Hartland’s best planning at this time, but Hartland reserves its statutory right to alter its planning to best suit evolving needs after this study is finished.

GENERAL

The growth forecast and service area give a common framework for developing impact fees for specific facility types.

Growth Forecast

Hartland's most recent comprehensive plan offers a growth forecast for land use in acres. This forecast includes both residential and nonresidential development. A column was added to show the change in acreage for each land-use category.

<u>Land Use</u>	<u>Current</u>	<u>2045</u>	<u>Increase (Decrease)</u>
Commercial	89	79	(10)
Business Park	228	247	19
Industrial	209	135	(74)
Public/Institutional	219	222	3
High Density Residential	202	251	49
Medium Density Residential	26	11	(15)
Low/Medium Density Residential	361	364	3
Low Density Residential	560	760	200
Estate Residential	130	117	(13)
Park	236	236	-
Open Space	254	249	(5)
Utility	4	13	9
Agriculture	100	-	(100)
Vacant	99	-	(99)
<u>Downtown Mixed Use</u>	-	<u>34</u>	<u>34</u>
Total	2,717	2,717	-

To determine residential growth, the change in acreage for each residential land-use category was multiplied by the estimated number of residential units per acre, and then the change in

residential units for each residential category was added together. This method of forecasting shows a net increase of 794 residential units.

Land Use	Increase (Decrease)		Current	2045	Increase (Decrease) /Units **
	in Acres	Units/Acre *			
High Density Residential	49	8.00	1,616	2,008	392
Medium Density Residential	(15)	5.00	130	55	(75)
Low/Medium Density Residential	3	2.50	903	910	8
Low Density Residential	200	1.00	560	760	200
Estate Residential	(13)	0.20	26	23	(3)
Downtown Mixed Use	34	8.00	-	272	272
Total	258		3,235	4,028	794

* All units/acre come from the ranges in Figure 21 of Hartland's comprehensive plan except downtown mixed use; that unit comes from <https://sustainablecitycode.org/brief/mixed-use-zoning/>

** Total rounded to a whole number

The US Census Bureau estimates an average of 2.53 persons per household in Hartland. An additional 794 residential units with 2.53 people per household yields 2,009 more people by 2045.

However, the large development underway at the old quarry site will build 267 units, and these units cannot be included in the impact-fee analysis since the infrastructure needed to serve them will be funded through the tax increment district (TID) in which it is occurring. Impact fees need to be adjusted whenever there is another source of funding for the infrastructure to serve new growth, whether it comes from a TID, a grant, or some other way. Subtracting 267 units from the 794 units yields 527 units eligible for impact fees, or an increase of 1,333 people eligible for impact fees.

One change from the prior study is to propose a uniform rate for residences. The prior study split residential fees into 3 categories, one for studios and one-bedroom apartments, another for two-bedroom units, and the third for three-bedroom units and single-family homes. The reason for the switch to a uniform rate is the difference of people per unit among the categories has diminished considerably. According to US Census data, the number of people per household in the Village has declined, while at the same time the number of people per apartment has risen, according to National Multifamily Housing Council data. This compression of people per unit in each category makes the distinction less significant. Additionally, having only one fee for residential units reduces variability in forecasting.

To determine nonresidential growth, land-use data was also used. The table below adds up the net change in acres from Table 1 for nonresidential land devoted to uses that would be eligible for impact fees: commercial, business park, public/institutional, and downtown mixed use. The industrial category was excluded from the total because the reduction in acreage is due to the old quarry site currently being classified as industrial land use.

Land Use	Current	2045	Increase (Decrease)
Commercial	89	79	(10)
Business Park	228	247	19
Public/Institutional	219	222	3
Downtown Mixed Use	0	34	34
Total			46

For those impact fees that can be charged to both residential and nonresidential development, the cost for new growth needs to be divided between the two kinds of development. Using equalized value provides a reasonable way to allocate costs between the two. The equalized values in the table below come from the Wisconsin Department of Revenue’s Waukesha County 2023 Statement of Changes in Equalized Values for Hartland.

Type of Development	2023 Equalized Value	Share of Total
Residential	\$ 1,378,980,500	69.9%
Nonresidential *	\$ 592,494,200	30.1%
	\$ 1,971,474,700	100.0%

* Nonresidential = Commercial + Manufacturing

This approach would allocate a little over two-thirds of the cost to residential development, with the remainder being charged to nonresidential development. To develop a fee for nonresidential development, a forecast for the gross building area of nonresidential development was created. The acreage in the table below comes from the forecast in Table 3.

Land Use	Development (Acres)	Development (sq ft)	Gross-Floor-Area-to-Total-Area Ratio	Forecast Incremental Building Floor Area (sq ft)
Nonresidential	46	2,003,760	0.25	500,940

Hartland’s current ordinance allows for redevelopment to be charged impact fees if the redevelopment adds new residential dwelling units or “or that results in nonresidential uses that create a need for new, expanded or improved public facilities within the village.” R/M recommends that Hartland keeps that section of its ordinance so that it can continue to adequately fund the cost imposed by new growth.

[Service Area](#)

Wisconsin Statutes s. 66.0617(4)(a)2 require Hartland to base impact fees on an explicitly identified service area. The service area for this study is the entire Village of Hartland.

Annual Increases

Hartland could automatically adjust its impact fees each year to account for inflation. This practice helps Hartland's fees keep pace with rising costs for projects. Hartland should consider adjusting fees each year based on a reliable yet readily accessible measure of inflation for projects, such as the US Census Bureau's Construction Price Index for single-family houses under construction. Hartland could use the change from the twelve-month period preceding October of the prior year to implement its increases in January.

Other municipalities tie their increases to such measures. Doing so provides a cogent rationale for not only the increase but also the amount of the increase itself.

PARKS AND RECREATION FACILITIES

Hartland plans to continue to impose impact fees to fund parks and recreation facilities described in the 2008 impact fee study.

The tables below come from Hartland's Comprehensive Outdoor Recreation Plan with updates from Village staff, and they inventory Hartland's parks and recreation facilities. The following table inventories the Village's parks, and the features they contain.

Public Facilities Needs Assessment and Impact Fee Study

Table 6 -- Parks Inventory

	Sunnyslope		Nottingham		Bark River		Hartbrook	Penbrook	Centennial	Nixon Park	Bark River	Mill Place	Cottonwo	Maple
	Park	Park	Joliet Park	Castle Park	Park	Park	Park	Park	Park		Greenway	Greenway	d Wayside	Wayside
Area (acres)	0.1	1.8	1.4	4.2	6.0	12.5	28.8	14.5	16.0	1.7	7.1	52.7	28.9	
Classification	M	M	N	N	N	C	C	C	C	G	G	R	R	
Park sign	1		1	1	1	1	1	1	1			1	1	
Parking lot					1	1	1	1	1			1	1	
Shelter				1	1	1	1	1	4			1		
Storage facility					1	1	1	1	2					
Restrooms			a		1	1	a	1	3					
Concession									2					
Stage (Fine Arts Center)									1					
Drinking fountain					1	1	1	1	3					
Bleacher					4	2	2	5	2					
Bench	1		4	3	6	9	5	11	12	3	3	4		
Picnic tables			2	2	10	6	4	6	32			3		
Barbeque grill						1	1		3					
Paved path		1		1	1	1	1	1	1	1	1			
Nature trail						1	1						1	
Natural/scenic area	1				1	1	1	1	1	1	1	1	1	
Sledding hill														
Play structure			1	2		1	1	1	2					
Swing, child			2	4		2		2	4					
Swing, infant			2	2		2	2	2	2					
Spring horse			2	2				2	3					
Merry-go-round			1	1		1			1					
Teeter totter														
Slide				1					1					
Balance beam									1					
Parallel bars														
Climbing structure									1					
Sand box				1					1					
Splash pad									1					
Baseball diamond						1	1	1	1					
Softball diamond					1									
T-ball field			1			1			1					
Football field									1					
Soccer field									1					
Multi-purpose field			1	1	1	1	1	1	1					
Basketball court						1	1							
Basketball 1/2 court			1											
Tennis court								1	1					
Pickleball court								4	8					
Volleyball court						1								

M = Mini park; N = Neighborhood park; C = Community park; G = Greenway; R = Conservancy area; U = Undeveloped

The next table inventories Hartland's trails in miles.

Public Facilities Needs Assessment and Impact Fee Study

Table 7 – Trails Inventory

	Total Length/ Size	Asphalt of Concrete Surface	Wood Chip, Gravel, Earthen, or Boardwalk Surface
Bark River Greenway	0.22	0.22	0.00
Bark River Park	0.47	0.28	0.19
Centennial Park	0.39	0.39	0.00
CTH E	1.26	1.26	0.00
Four Winds	0.16	0.16	0.00
Hartbrook Park	0.65	0.65	0.00
Hartridge Homeowners Assn Trail	1.27	1.27	0.00
Maple Wayside	0.13	0.13	0.00
Mary Hill	1.71	1.71	0.00
Mary Hill Park	0.04	0.04	0.00
Mill Place Trails	0.48	0.48	0.00
Nixon Park	0.56	0.49	0.07
North Shore Drive	0.44	0.44	0.00
Penbrook Trail	0.53	0.53	0.00
River Meadow Trail	0.32	0.25	0.07
River Reserve Trails	2.27	1.77	0.50
Tradition of Hartland	0.50	0.50	0.00
Village of Hartland Trail	0.84	0.84	0.00
TOTAL	12.24	11.41	0.83

The following table inventories the parks and recreation facilities within the Village.

Facility	Village Facilities	School Facilities		Other Recreation Facilities	Total	
		Publicly Accessible	Not Publicly Accessible		Publicly Accessible	All
Play structure	8	5	1	-	13	14
Splash pad	1	-	-	-	1	1
Baseball diamond	4	1	3	-	5	8
Softball diamond	1	1	5	-	2	7
T-ball field	3	3	-	-	6	6
Football field	1	-	3	-	1	4
Soccer field	1	-	1	-	1	2
Soccer field (youth)	-	11	7.5	-	11	18.5
Multi-purpose field	7	-	4	-	7	11
Basketball court	2	-	3	-	2	5
Tennis court	2	-	12	-	2	14
Pickleball court	8	-	-	-	8	8
Volleyball court	1	-	-	-	1	1
Dog park	-	-	-	-	-	-
Swimming pool	-	-	-	-	-	-
Fitness center	-	-	-	-	-	-
Disc golf course	-	-	-	-	-	-
Track	-	-	2	-	-	2

The table below lists likely future projects for parks and recreation facilities, along with their estimated costs. The cost estimate for the bathrooms comes from industry sources while the park shelter cost estimate comes from Village staff.

Project	Sq Ft	Cost
Bathrooms	N/A	250,000
Park Shelter	1,890	\$ 100,000
Total		\$ 350,000

The standards that follow come from Hartland's Comprehensive Outdoor Recreation Plan, which are in turn based on two nationally recognized industry sources, the Trust for Public Land and the National Recreation and Park Association. They are typically expressed in terms of facilities to population. For instance, the standards indicate that for every 2,191 residents, a community should have 1 play structure. The next column, Current Inventory, shows how many or how much of each facility the Village has right now. The next column shows what the Village should have for each facility based on the current Village population. The Surplus column compares the Current Goal to the Current Inventory: a positive number indicates the Village exceeds the standard while a negative number indicates the Village has an Existing Deficiency, or not enough of that facility at present.

The 2045 Goal column shows how much the Village should have of each facility based on the population forecast from Table 1. The next Surplus column compares what the Village has to what the future goal says the Village should have. A positive number indicates the Village has adequate facilities already; a negative one indicates a future need.

The Total Project Cost column has an entry only if both the project is likely to move forward and the project can be at least partially attributed to new growth. The Impact Fee Eligible column calculates how much of a facility impact fees can pay for. For a facility to be eligible, it must have a negative number in the Surplus column. The calculation does deduct Existing Deficiencies, however, since impact fees cannot pay for those. (Existing Deficiencies are current needs that are unmet. Since they are not attributed to new growth, impact fees cannot pay for them according to state law.)

The Impact Fee Eligible column is then multiplied by the Total Project Cost in the next column to yield the column on the far right, New Growth Share. The total amount at the bottom of this column is the amount that can be recovered through impact fees.

Public Facilities Needs Assessment and Impact Fee Study

Table 10 - Service Standards

Recreational Facility Type	Standard of Residents/Facility	Current		Surplus (Existing)		Surplus (Future Need due to New Growth)		Impact Fee Eligible	Total Project Cost	New Growth Share
		Inventory	Current Goal	Deficiency)	2045 Goal					
Play Structure	2,191	13.0	3.7	9.3	4.3	8.7	N/A		\$ -	
Splash Pad	10,000	1.0	0.8	0.2	1.0	0.0	N/A	\$ -	-	
Baseball Diamond	8,748	5.0	0.9	4.1	1.1	3.9	N/A		-	
Softball Diamond	4,667	4.0	1.8	2.2	2.0	2.0	N/A		-	
Tee Ball Diamond	13,267	2.0	0.6	1.4	0.7	1.3	N/A		-	
Football Field	9,879	1.0	0.8	0.2	1.0	0.0	N/A		-	
Soccer Field	6,250	1.0	1.3	(0.3)	1.5	(0.5)	21%		-	
Soccer Field (youth)	3,292	11.0	2.5	8.5	2.9	8.1	N/A		-	
Multi-purpose Field	3,292	7.0	2.5	4.5	2.9	4.1	N/A		-	
Basketball Court	3,734	2.0	2.2	(0.2)	2.5	(0.5)	36%		-	
Tennis Court	10,000	4.0	0.8	3.2	1.0	3.0	N/A		-	
Pickleball Court	20,000	1.0	0.4	0.6	0.5	0.5	N/A		-	
Volleyball Court	8,383	2.0	1.0	1.0	1.1	0.9	N/A		-	
Multi-use Court	13,736	-	0.6	(0.6)	0.7	(0.7)	10%		-	
Dog Park	43,183	-	0.2	(0.2)	0.2	(0.2)	3%		-	
Swimming Pool	10,500	-	0.8	(0.8)	0.9	(0.9)	13%		-	
Trails (miles)	6,640	12.2	1.2	11.0	1.4	10.8	N/A		-	
Bathrooms	1,500	6.0	5.5	0.5	6.3	(0.3)	89%	250,000	222,167	
Parkland (acres)	240	175.7	34.1	141.6	39.7	136.0	N/A		-	
Shelter (sq ft)	7	1,120.0	1,120.0	-	1,302.4	(182.4)	10%	100,000	9,651	
Total								\$ 450,000	\$ 231,818	

Source: Hartland's Comprehensive Outdoor Recreation Plan, except standards for Bathrooms and Shelter, which are from Village Staff, and Trails are from Trust for Public Land

The table below calculates the impact fee. It shows the relevant rows from the last three columns from the prior table. The New Growth Share is summed into a Subtotal, and then the current impact fee fund balance is deducted from it. The Total New Growth Cost is what is eligible to be recovered from impact fees. That amount is then divided by the number of future residential units to arrive at the Recommended Fee for parks and recreation facilities.

Table 11 - Impact Fee Calculation

	Impact Fee	Total Project	New Growth Share
	Eligible	Cost	
Bathrooms	89%	250,000	222,167
Park Shelter	10%	100,000	9,651
Subtotal		\$ 450,000	\$ 231,818
Less Current Impact Fee Fund Balance			160,204
Total New Growth Cost			\$ 71,614
Development Type		Forecast Units	Recommended Fee
Residential		527	\$ 136

The recommended fee is significantly less than the current fee of \$1,184 because the Village has already addressed many of its parks and recreation needs, and it has a significant balance in its impact fee fund balance for parks.

TRANSPORTATION FACILITIES

Hartland plans to continue to impose impact fees to transportation facilities described in the 2008 impact fee study. In particular, it is considering an expansion to its Department of Public Works (DPW) garage. The size of the current DPW facility is listed below.

Department of Public Works	Area (Sq Ft)
Shop Area/Storage	15,400
Cold Storage (less Police Stall)	3,040
Total	18,440

The garage expansion is listed below. The cost estimate is based on industry sources.

Project	Sq Ft	Cost
Garage Expansion	1,120	\$ 548,800
Total	1,120	\$ 548,800

The service standard is based on the expertise of Village staff, expressed in a ratio of square feet of facility space to population. Since the current facilities are adequate for the current needs, the analysis that uses this standard indicates that there are no Existing Deficiencies with the current facilities, and the proposed Additions can be completely attributed to new growth. Therefore, the entire cost of the potential projects can be recouped through impact fees.

A significant amount of debt remains from the facility expansion proposed in the 2008 study and completed since then. The calculation below applies the same percentage to the debt from the prior study. The eligible debt is then added to the cost for the proposed facility expansion in this study, and then the Current Impact Fee Fund Balance is deducted, yielding the Total New Growth Cost. This amount is then divided first between residential and nonresidential growth. The residential growth cost share is divided by the forecast number of residential units to produce the Recommended Fee per Residence. The nonresidential growth cost share is divided by the forecast gross building area to produce the Recommend Fee per 1,000 square feet of new nonresidential development. The growth forecast numbers come from the Growth Forecast section of the study.

	Estimated Eligible Cost	New Growth Share	New Growth Cost
Remaining Debt from Future Growth Projects	\$ 316,177	81.6%	\$ 258,000
New Space	\$ 548,800	100%	548,800
Subtotal			\$ 806,800
Less Current Impact Fee Fund Balance			\$ 95,272
Total New Growth Cost			\$ 711,528
Share of Costs	%	\$	
Residential	69.9%	\$ 497,690	
Nonresidential	30.1%	213,838	
Total	100.0%	\$ 711,528	
Residential Forecast			
New Residential Units (a)	527		
Residential Share of Costs (b)	497,690		
Recommended Fee per Residence (c) = (b) / (a)	\$ 944		
Nonresidential Forecast			
Forecast Incremental Building Floor Area in sq ft (a)	500,940		
Nonresidential Share of Costs (b)	\$ 213,838		
Recommended Fee per 1,000 Sq Ft (c) = (b) / (a) X 1,000	\$ 427		

The fee above would be a significant increase over the current residential fee of \$250 due to the addition of this new project.

LIBRARY FACILITIES

Hartland plans to continue to impose impact fees to fund library facilities. Hartland first imposed impact fees for its library in 2008. Since then, the library constructed the expansion proposed in the prior study.

Below is an inventory of the current library.

Space	Area (Sq Ft)
Existing Facility	24,100

The library does not anticipate needing to expand its facilities in the next ten years. Therefore, the impact-fee calculation does not include any new projects, only the debt for its prior expansion. For the standards and their application to the expansion project, which are included by reference, please see the 2008 R/M impact fee study.

The Current Impact Fee Fund Balance is deducted from the debt to arrive at the Total New Growth Cost. That amount is divided by the forecast number of residential units to arrive at the Recommended Fee.

	Eligible Cost	New Growth Share	New Growth Cost
Remaining Debt from Library Expansion	1,236,816	42.9%	530,594
Less Current Impact Fee Fund Balance			\$ 289,056
Total New Growth Cost			\$ 241,538
			Recommended
Development		Forecast Units	Fee
Residential		527	\$ 458

The proposed fee is substantially lower than the current fee of \$950 because there are no new projects being proposed, and much of the debt for the new-growth expansion has already been paid off.

HOUSING AFFORDABILITY

Most households in Hartland find housing affordable. Hartland’s median household income of \$88,382 exceeds Wisconsin’s median household income of \$67,080.

The information above provides context for evaluating the effect of impact fees on housing affordability. The table below uses the estimated average value of a new house in Hartland.

Table 17 - Effect of Recommended Impact Fees on Housing Affordability

	<u>Without Impact Fees</u>	<u>With Proposed Impact Fees</u>
Home Price ⁽¹⁾	\$ 297,400	\$ 299,081
Down Payment	\$ 29,740	\$ 29,908
Amount Financed	\$ 267,660	\$ 269,173
Principal and Interest Payment ⁽²⁾	\$ 21,570	\$ 21,692
Taxes ⁽³⁾	\$ 7,524	\$ 7,567
Insurance	\$ 1,300	\$ 1,300
Annual Housing Cost	\$ 30,394	\$ 30,558
Annual Income Required ⁽⁴⁾	\$ 108,550	\$ 109,137
Additional Annual Income Required		\$ 587
Additional Income as % of Total		0.5%

⁽¹⁾ Median Hartland home value per US Census data

⁽²⁾ Assumes a 30-year fixed mortgage at 7% annual interest

⁽³⁾ Assumes the following tax rate: 2.53%

⁽⁴⁾ Assumes debt payments are no more than 28% of income

SUMMARY AND NEXT STEPS

To fund the facilities needed by growth, we recommend revising the Village’s impact fees. The table below shows all the residential fees; the ones in italics are the ones that are proposed to be updated.

Table 18 - Summary of Residential Impact Fees

Department	Current	Proposed	Change	Change
<i>Parks</i>	\$ 1,184	\$ 136	\$ (1,048)	-89%
<i>Library</i>	\$ 950	\$ 458	\$ (492)	-52%
<i>Department of Public Works</i>	\$ 250	\$ 944	\$ 694	278%
Police	\$ 32	\$ 32	-	0%
Fire	\$ 110	\$ 110	-	0%
Total	\$ 2,526	\$ 1,681	\$ (845)	-33%

According to state statute, municipalities must now provide developers with explanations of how the impact fees being collected will be spent. R/M recommends that Hartland provides a written or electronic copy of this study to satisfy this statutory requirement.

To move forward with new impact fees, the following steps need to take place:

- 1) This study is presented to Hartland's Village Board.
- 2) The Village Board directs that a public hearing be held to hear public comment on this public facilities needs assessment and the proposed impact fees.
- 3) An ordinance is drafted to implement the recommended impact fees.
- 4) A Class 1 notice is published in the Village newspaper to provide the public with 20 days' notice prior to the public hearing as required under Wisconsin Statutes 66.0617(4)(3)(b). The needs assessment must be available 20 days prior to the public hearing to allow the public sufficient time to review.
- 5) A public hearing is held to hear public comment on the needs assessment and the proposed ordinance to impose public facilities impact fees.
- 6) After the public hearing, the Village Board may adopt the proposed ordinance as recommended or adopt the ordinance with amendments.

R/M encourages Hartland to periodically update its impact fees to ensure they reflect the best growth forecasts, as well as the best capital cost and project estimates. Revisiting the fees every 3 to 5 years can help a community adjust its plans for new growth to provide the correct level of funding and avoid changing rates as drastically as would be the case if the community waited longer to update its fees. Police and fire impact fees can be updated sooner; they can be updated shortly after new facilities plans become available.