

A G E N D A
CITY OF HARTFORD COMMON COUNCIL
CITY HALL COUNCIL CHAMBERS
TUESDAY, MARCH 22, 2016
7:00 P. M.

1) CALL TO ORDER

This is a regularly scheduled meeting of the Common Council of the City of Hartford. Prior to this meeting, notice was given to the public by posting an agenda on the City Office Meeting Board, Library Bulletin Board, and Police Bulletin Board. In addition, the Daily News (the official City newspaper) was given notice of this meeting and an agenda was placed in their City Office mailbox at least 24 hours ago.

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) UNANIMOUS CONSENT AGENDA

5) COMMUNICATIONS

A) Reminder of Spring Election and Voter ID.

6) APPEARANCES/CITIZENS COMMENTS

A) Recognition of Fire and Rescue personnel – years of service.

7) ALDERMANIC REQUESTS

A) Any alderperson wishing to identify any pertinent information may do so; no action may be taken unless specifically identified on the agenda.

8) PUBLIC HEARINGS

A) PETITION FOR DIRECT ANNEXATION BY LEPIEN FARMLAND, LLC,

- 1) Opening of Hearing
- 2) Reading of Notice
- 3) Explanation of hearing by staff person
- 4) Appearances for
- 5) Appearances against
- 6) Discussion by Council
- 7) Closing of Hearing

8) Action: – Ordinance No. 1345 – An ordinance annexing territory to the City of Hartford, Wisconsin. (Executive Summary attached)

9) STANDING COMMITTEE REPORTS

A) FINANCE & PERSONNEL

1) Discussion and consideration of approving the following licenses:
(bartender) Zachary Emery.
None.

B) PUBLIC WORKS

1) None.

C) UTILITY

1) None.

10) OTHER COMMITTEE AND LIAISON REPORTS

A) None.

11) RESOLUTIONS

A) Resolution No. 3446 – A resolution approving the preliminary plat of Autumn Ridge Subdivision. (Executive Summary attached)

12) ORDINANCES

A) FIRST READING

1) Ordinance No. 1346 – An ordinance creating Section 41.23 to include the prohibition of chronic nuisance premises, and amending Section 42.02(1) of the Municipal Code relating to the bond Schedules. (Executive Summary attached)

2) Ordinance No. 1347 – An ordinance amending Section 340.0014(5) to repeal and recreate the section, to include a prohibition of parking unauthorized vehicles in a zone posted for parking police vehicles only. (Executive Summary attached)

B) SECOND READING

1) None.

13) CITY ADMINISTRATOR'S REPORT

A) Discussion and consideration of accepting the engineering design from Kunkel Engineering, Beaver Dam, dated February 26, 2016, for the design of a storm water pond at the SW corner S Wilson Avenue and E Loos Street at an estimated cost of \$8,930. (Executive Summary attached)

B) Authorizing appropriate City officials to enter into a State/Municipal agreement for a State-Let Local Bridge Project with the WI Department of Transportation, for the replacement of the North Wacker Drive Bridge over the Rubicon River. (Executive Summary attached)

14) MAYORS REPORT

A) None.

15) ADJOURNMENT

NOTE: Persons with disabilities requiring special accommodations for attendance at the meeting should contact the City Clerk at least one (1) business day prior to the meeting

UNANAMOUS CONSENT AGENDA
CITY OF HARTFORD
MARCH 22 2016

The following items will be acted on in one motion unless a request is made by one of the members of the body that an item be removed from the consent agenda and acted on individually.

MOTION BY ALDERPERSON _____ SECONDED BY
ALDERPERSON _____ THAT THE FOLLOWING ITEMS ON THE
UNANIMOUS CONSENT AGENDA BE APPROVED BY THE COMMON
COUNCIL:

- 1) The minutes of March 8, 2016.
- 2) Authorizing appropriate City officials to enter into a contract with Town & Country, Mayville, for the 2016 Wheelock Avenue Reconstruction Project in the estimated bid amount of \$471,701.75. (Executive Summary attached)
- 3) Authorizing appropriate City officials to enter into a one-year farm land lease at the future Southwest Park Site with Larry Kreilkamp for \$4,920 per year for 24.6 acres of tillable land. (Executive Summary attached)
- 4) Authorizing appropriate City officials to accept the staking and construction inspection proposal from Strand Associates, Milwaukee, dated March 3, 2016, for the STH 83 Reconstruction Project at an estimated cost of \$38,503.68. (Executive Summary attached)
- 5) Authorizing appropriate City officials to replace fire truck No. 1680 for an anticipated net cost of \$45,573. (Executive Summary attached)

EXECUTIVE SUMMARY

Ordinance No. 1345cb

TITLE: Petition for Direct Annexation by Unanimous Consent submitted by Lepien Farmland, LLC for approximately **19.1 acres** located east of State Trunk Highway 83 and south of the Red Oaks Subdivision.

BACKGROUND:

The petitioned area consists of a portion of a parcel in the Town of Hartford, tax key number T60823. The applicant is seeking to bring this land into the City to facilitate a multi-family development with 156 units and 3 single-family units. The Plan Commission approved a concept plan for the development in January 2016 and the Council approved a Smart Growth Plan amendment to allow high density residential development on this land in February 2016.

ANALYSIS:

Configuration: The configuration does not include all of the tax-key parcel, but just what is needed for the proposed development. The parcel abuts State Trunk Highway 83, Town residential properties on STH 83 and the southwest corner of the Red Oak Subdivision. The property is contiguous to the City of Hartford on its northwest side.

Petition Accuracy: A description of the subject property is part of the Petition for Annexation. The petition and legal description do not appear to have any discrepancies.

Status of Public Improvements: Sanitary sewer, water, and electric services are available to the property from the Red Oak Subdivision.

Valuation Impact: According to the most recent tax bill, the portion of the land proposed for annexation is assessed at approximately \$4,950. At build out, the Development is expected to have a value of approximately \$12,000,000, which would generate City property taxes of approximately \$75,000. As per State law, the City would be required to pay the Town of Hartford Town taxes on this property for five years. The Developer will be paying this yearly amount. This will be approximately \$8 per year for five years.

Need: The proposed annexation would increase the City's supply of multi-family residential units, for which a large demand exists in southeastern Wisconsin.

School Services Impact: The proposed annexation would be expected to add approximately 47 children to the two school districts at build out.

Other Service Costs: The annexation of the property would result in some additional plowing and maintenance costs for the proposed east/west right-of-way abutting STH 83. Total service costs are expected to be far less than the approximately \$75,000 in City taxes that the project would annually generate upon build out.

Consistency of Land Use and Zoning: The Smart Growth Plan calls for high density residential development. The proposed annexation is in accord with the Smart Growth Plan. As per the Code, annexed areas are assigned a temporary zoning. If no specific zoning is requested, A-1 Agricultural zoning is assigned. In this instance, the Developer has requested temporary zoning that will fit the proposed uses (Rm-3 for the multi-family portion and Rs-4 for the single family portion). The proposed zoning is consistent with the Smart growth Plan.

Relation to Sanitary Sewer Service Boundary: The subject property lies within the City of Hartford's adopted 20-year sanitary sewer service boundary.

STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the Petition for Direct Annexation by Unanimous Consent submitted by Lepien Farmland, LLC for approximately **19.1 acres** located east of State Trunk Highway 83 and south of the Red Oaks Subdivision.

Prepared By: Justin Drew 3/10/16
Justin Drew, Date
City Planner

Reviewed By: Lori Hetzel 03/15/16
Lori Hetzel, Date
City Clerk

Approved By: Steve Volkert 3/15/16
Steve Volkert, Date
City Administrator

ROUTING: PLAN COMMISSION 03/14/16
JOINT PLANNING COMMITTEE 03/17/16
COMMON COUNCIL 03/22/16

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF HARTFORD, WISCONSIN
A Portion of Tax Key Number T60823

The Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, do ordain as follows:

SECTION 1: TERRITORY ANNEXED. In accordance with Section 66.0217(2) of Wisconsin Statutes, the following described territory located in the Town of Hartford, Washington County, Wisconsin is annexed to the City of Hartford, Wisconsin.

Annexation Legal Description

STH 83

A Portion of Tax Key Number T60823

Part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 33, T.10N., R.18E., Town of Hartford, Washington County, Wisconsin more particularly described as follows: Commencing at the West 1/4 corner of Section 33, thence N89°25'05"E along the South line of the Northwest 1/4 of said Section 33 a distance of 1333.82 feet to the Easterly line of S.T.H. "83" and the point of beginning of the hereinafter described lands; thence N24°49'25"W along said Easterly line 88.23 feet; thence N25°17'14"W along said Easterly line 699.71 feet; thence N89°49'17"E, 242.85 feet; thence N25°16'37"W, 475.00 feet; thence N00°48'36"W, 22.96 feet to the South line of Red Oak Estates; thence N89°23'25"E along said South line 345.77 feet; thence S00°36'35"E, 140.67 feet; thence N89°23'25"E, 624.38 feet; thence S00°03'58"E, 689.34 feet; thence S89°25'05"W, 135.20 feet; thence S00°03'58"E, 210.77 feet; thence S89°25'05"W, 118.82 feet; thence S00°03'58"E, 80.00 feet; thence S89°38'27"W, 368.88 feet; thence Southwesterly 71.19 feet along the arc of a curve to the left, with a radius of 35.80 feet, whose chord bears S32°50'56"W, 60.03 feet; thence S89°25'05"W, 21.06 feet to the point of beginning.

Said lands contain 831,904 S.F., 19.1 Acres.

SECTION 2: EFFECT OF ANNEXATION. From and after the date and filing of this Ordinance, the territory described in Section 1 shall be a part of the City of Hartford for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Hartford.

SECTION 3: ZONING CLASSIFICATION. The parcel of land shall be given a temporary zoning of classification of Rs-4 Single Family Residential District and Rm-3 Multi-Family Residential District.

SECTION 4: ALDERMANIC DISTRICT DESIGNATION. The territory described in Section 1 of this Ordinance is hereby made part of the 3rd Aldermanic District of the City of Hartford, subject to the rules, ordinances and regulations of the City governing aldermanic districts.

SECTION 5: WARD DESIGNATION. Ward 26 is hereby created to encompass the territory described in Section 1 of this Ordinance.

SECTION 6: SUPERVISORY DISTRICT DESIGNATION. The territory described in Section 1 of this Ordinance is hereby made a part of the 12th Supervisory District.

SECTION 7: OFFICIAL MAP. The City of Hartford Official Map is hereby amended to include the territory described in Section 1 as a contiguous part of the City of Hartford.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication as required by law.

Signed:

Joseph C. Dautermann, Mayor

INTRODUCED: March 22, 2016

ADOPTED:

ATTEST:

Lori Hetzel, City Clerk

STATE OF WISCONSIN)
COUNTY OF WASHINGTON) ss
CITY OF HARTFORD)

Personally came before me this _____ day of _____, 2016 *Joseph C. Dautermann, Mayor and Lori Hetzel, City Clerk*, to me known to be the person(s) who executed the foregoing instrument and to me known to be such *Mayor and City Clerk* of said foregoing instrument as such officers, pursuant to authority granted by the City of Hartford Common Council on the ____ day of _____, 2016.

Patricia A. Borlen, Notary Public
Washington County, Wisconsin
My Commission Expires _____

Drafted by: J. Justin Drew, Director of Planning and Zoning

Daily News:
March 4, 2016
March 11, 2016
21 Notices Sent

**NOTICE OF PUBLIC HEARING
COMMON COUNCIL**

PLEASE TAKE NOTICE that a PUBLIC HEARING will be held at 7:00 p.m. or thereafter on March 22, 2016 in the Common Council Chambers at the lower level of City Hall, 109 N. Main Street, by the City of Hartford Common Council to consider the following:

A petition to annex property to the City of Hartford. The petitioned area includes a portion of tax key number T60823 and is described as follows:

Annexation Legal Description
A portion of tax key number T60823

Part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 33, T.10N., R.18E., Town of Hartford, Washington County, Wisconsin more particularly described as follows: Commencing at the West 1/4 corner of Section 33, thence N89°25'05"E along the South line of the Northwest 1/4 of said Section 33 a distance of 1333.82 feet to the Easterly line of S.T.H. "83" and the point of beginning of the hereinafter described lands; thence N24°49'25"W along said Easterly line 88.23 feet; thence N25°17'14"W along said Easterly line 699.71 feet; thence N89°49'17"E, 242.85 feet; thence N25°16'37"W, 475.00 feet; thence N00°48'36"W, 22.96 feet to the South line of Red Oak Estates; thence N89°23'25"E along said South line 345.77 feet; thence S00°36'35"E, 140.67 feet; thence N89°23'25"E, 624.38 feet; thence S00°03'58"E, 689.34 feet; thence S89°25'05"W, 135.20 feet; thence S00°03'58"E, 210.77 feet; thence S89°25'05"W, 118.82 feet; thence S00°03'58"E, 80.00 feet; thence S89°38'27"W, 368.88 feet; thence Southwesterly 71.19 feet along the arc of a curve to the left, with a radius of 35.80 feet, whose chord bears S32°50'56"W, 60.03 feet; thence S89°25'05"W, 21.06 feet to the point of beginning. Said lands contain 831,904 S.F., 19.1 Acres.

Rezoning the petitioned area to Rs-4 Single Family Residential and Rm-3 Multi-Family Residential will be heard as well as an amendment of the Official Map.

The purpose of the public hearing is to hear those persons who wish to express their opinions for or against the requested annexation, rezoning and official map revision.

A map and legal description of the parcel can be viewed at the Department of Planning and Zoning by appointment, 109 N. Main Street, Monday – Friday between the hours of 7:30 a.m. and 4:30 p.m.

Dated this 4th day of March, 2016.

Lori Hetzel, City Clerk
City of Hartford

T60814
Esker Ridge Farms
2466 Lough Lane
Hartford, WI 53027

T60815+
Black Ash Farms LLC
2466 Lough Lane
Hartford, WI 53027

T60821
John and Nancy Lee Revocable Trust
P.O. Box 270235
Hartford, WI 53027

T6082200A
Karen Albrecht
2798 STH 83
Hartford, WI 53027

T6082200B
John and Loreena Rufener et al
2796 STH 83
Hartford, WI 53027

T6082200C
Calvin and Betty Langer LE
2790 STH 83
Hartford, WI 53027

T6082200D
Emily Rusch
2786 STH 83
Hartford, WI 53027

T6082200E
Julane Antonioni
2784 STH 83
Hartford, WI 53027

T60824
Lepien Farmland LLC
P.O. Box 270142
Hartford, WI 53027

T6082500Z
Thomas and Joan Walsh Family Trust
6846 W. Waterford Road
Hartford, WI 53027

363302001002
Jennifer Behn
P.O. Box 27048
Hartford, WI 53027

363302001019
Dennis and Kristine Batchelet
1534 Red Oak Drive
Hartford, WI 53027

363302001020+
100 Acre Wood c/o Mark McCune
2466 Lough Lane
Hartford, WI 53027

363302001021
James Fleming Carpentry Inc.
W317 N8390 STH 83
Hartland, WI 53029

363302001022
Megan Fleming
W317 N8390 STH 83
Hartland, WI 53029

363302001028
Joseph Yustus
1570 Meadow Lane
Hartford, WI 53027

363302001029
Patrick and Teresa Redmond
846 Fairview Drive
Hartford, WI 53027

363302001030
Harold Roethle Jr.
227 Weil Drive
Slinger, WI 53086

363302001031
David Kern
2738 Hall Road
Hartford, WI 53027

363302001062+
SAB Homes LLC
100 Karavan Drive
Fox Lake, WI 53933

*Town of
Hartford*

13923

Original

mm

PETITION FOR ANNEXATION BY UNANIMOUS APPROVAL

Pursuant to Wisconsin Stats. 66.0217(2). The undersigned, being the owner of all of the real property in the territory, and there being no electors within the territory shown on the scale map attached hereto as Exhibit A, and legally described on the attached Exhibit B, does hereby petition to annex said territory from the Town of Hartford, Washington County, Wisconsin into the City of Hartford, Washington County, Wisconsin. The population of said territory is zero (0), and there are zero (0) electors residing within the territory.

Upon annexation to the City of Hartford, the zoning for what is identified as Lots 2, 3 and 4 on the attached draft Certified Survey Map shall be RS-4 Single-Family Residential and the zoning for what is identified as Lot 1 on the proposed attached Certified Survey Map shall be RM-3 Multi-Family all of which is consistent with the City Zoning Ordinance.

Property Owner: Lepien Farmland, LLC

By: 
Mark T. McCune, Managing Member

Date: 2/22/16

13923

AFFIDAVIT OF FILING

STATE OF WISCONSIN)
)SS
COUNTY OF Washington)

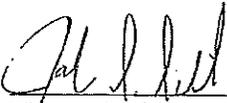
Mark T. McCune, being first duly sworn on oath, deposes and says that on the 22nd day of February, 2016, he filed with the Town Clerk of the Town of Hartford, Washington County, Wisconsin, a duplicate Petition for Direct Annexation by Unanimous Approval of the following described territory:

See Exhibits A and B



Mark T. McCune

Subscribed and sworn to before me this
22 day of February, 2016



Notary Public, Washington County, Wisconsin
My Commission is permanent/expires 4-10-2016



Richard A

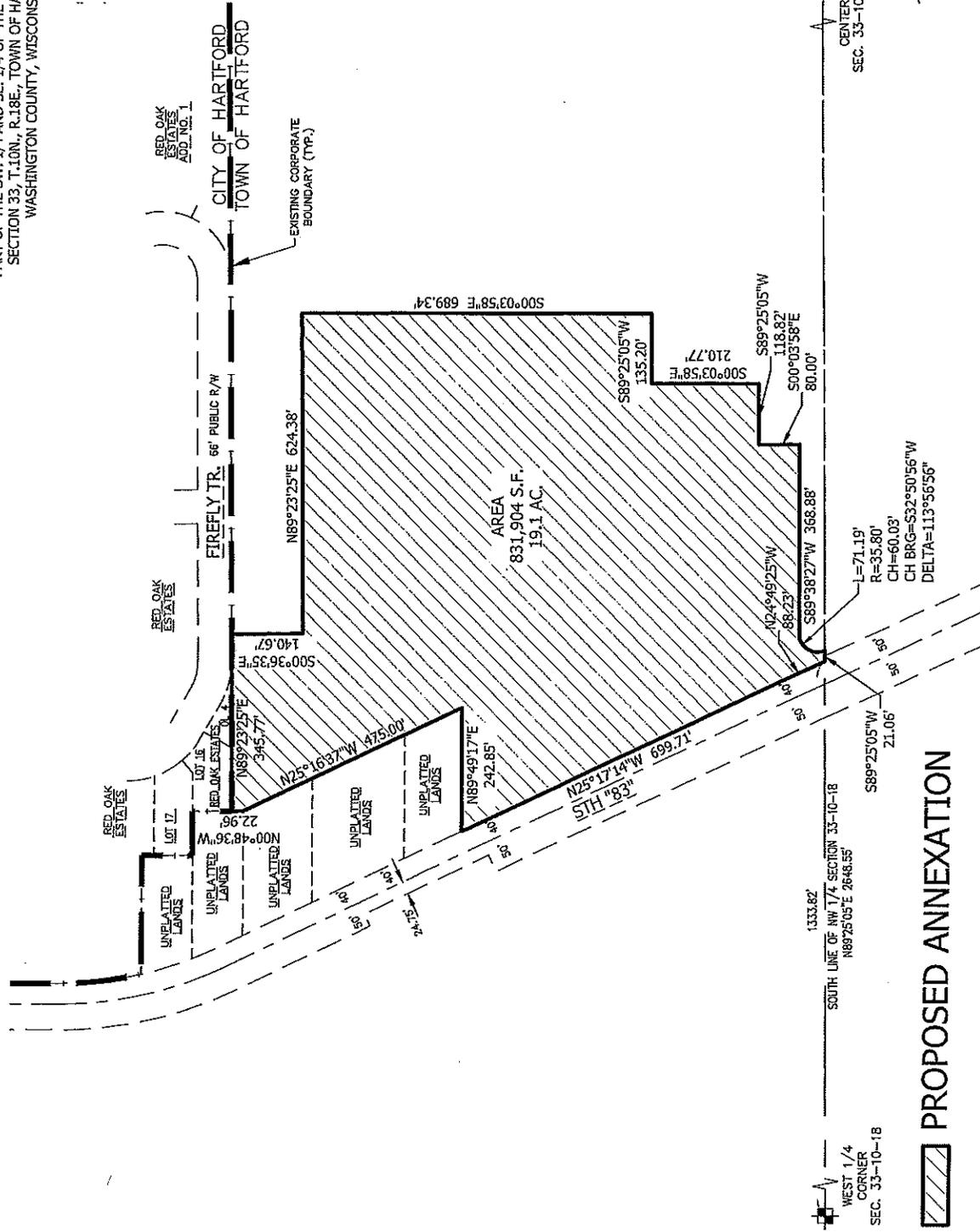
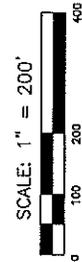
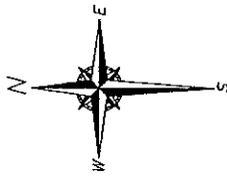
13923

ANNEXATION EXHIBIT

PART OF THE SW, 1/4 AND SE, 1/4 OF THE NW, 1/4 OF SECTION 33, T.10N., R.18E., TOWN OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

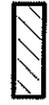
SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
MARK MCCUNE
2465 LOUGH LAKE
HARTFORD, WI 53027



PROJECT MICRUM #133671

PROPOSED ANNEXATION



Annexation Description

February 2016

Part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 33, T.10N., R.18E., Town of Hartford, Washington County, Wisconsin more particularly described as follows: Commencing at the West 1/4 corner of Section 33, thence N89°25'05"E along the South line of the Northwest 1/4 of said Section 33 a distance of 1333.82 feet to the Easterly line of S.T.H. "83" and the point of beginning of the hereinafter described lands; thence N24°49'25"W along said Easterly line 88.23 feet; thence N25°17'14"W along said Easterly line 699.71 feet; thence N89°49'17"E, 242.85 feet; thence N25°16'37"W, 475.00 feet; thence N00°48'36"W, 22.96 feet to the South line of Red Oak Estates; thence N89°23'25"E along said South line 345.77 feet; thence S00°36'35"E, 140.67 feet; thence N89°23'25"E, 624.38 feet; thence S00°03'58"E, 689.34 feet; thence S89°25'05"W, 135.20 feet; thence S00°03'58"E, 210.77 feet; thence S89°25'05"W, 118.82 feet; thence S00°03'58"E, 80.00 feet; thence S89°38'27"W, 368.88 feet; thence Southwesterly 71.19 feet along the arc of a curve to the left, with a radius of 35.80 feet, whose chord bears S32°50'56"W, 60.03 feet; thence S89°25'05"W, 21.06 feet to the point of beginning.

Said lands contain 831,904 S.F., 19.1 Acres.

W

Executive Summary

Resolution 3446

Title: Preliminary Plat Review of the Autumn Ridge Subdivision located east of the intersection of East Monroe Avenue and County Trunk Highway "K."

Background: The City approved the first phase of the Autumn Ridge Final Plat in May of 2006. It included 28 single-family lots and 28 multi-family units. Now a new developer would like to complete a second phase of the subdivision, which would include the remaining 27 single-family lots. Because more than two years passed since the last final plat phase was approved, the preliminary plat needs to be approved again before a second phase of the final plat can be considered.

The first phase is mostly built out and all streets and utilities within that phase are constructed. The proposed preliminary plat is essentially identical to the preliminary plat that was approved in 2006. As a result, the replatting will mostly focus on the unbuilt area, and will be somewhat abbreviated.

The primary purpose of this review is to focus on matters relating to the subdivision code, zoning, and the adopted Neighborhood Plans.

Adherence to the Neighborhood Plans

The adopted Neighborhood Plans identify the residential portion of the property for development at medium density (**1.1-2.9 units per acre**) and (**3.0-5.8 units per acre**). The density proposed for the entire property is approximately **2.67 units per acre**, and is comprised of a mix of single-family units and four-family units.

The environmental corridor in this area is identified as Conservancy. More than 13 acres of this area is preserved and dedicated to the City for Recreational Uses.

The Preliminary Plat conforms to the Neighborhood Land Use Plan

Streets

- East Monroe Avenue would extend from its current terminus to the northeast corner of the subdivision as a 66-foot ROW. Sidewalk would be present on both sides.
- Autumn Ridge Lane would extend from its current terminus to the northeast corner of the subdivision as a 60-foot ROW.
- Cold Spring Court would be a 60-foot ROW with standard sidewalk requirements, and would also meet the 75-foot radius requirement for cul-de-sacs.

The ROW's are Appropriate

Compliance with Zoning Requirements

The new single-family lots meet minimum area and width at setback requirements (10,000 square feet and 80 feet) of the Rs-4 zoning districts.

The Preliminary Plat conforms to the zoning requirements

Block/Lot Design

The Preliminary Plat shows East Monroe Avenue avoiding the Environmental Corridor, then veering north, and finally exiting the property at the northeast corner. Autumn Ridge Lane

intersects with East Monroe Avenue essentially creating a circle. A cul-de-sac is also shown in the narrow northwest corner of the property. This is the only option given that the City did not want a road to access from CTH K in this location.

The Proposed Block Layout is Acceptable

Accessibility and Traffic

The Preliminary Plat shows three potential auto access points and should integrate well to any potential development to the northeast.

Grading, Storm Management, and Utilities

The City approved the Grading and Stormwater Management Plan for the entire subdivision as part of the platting process in 2006. The Developer believes a small wetland may have formed near the western end of Cold Spring Court and will have a wetland delineation performed in April. If wetland is found, the Developer may need to modify the shape of the basin and the lots along the cul-de-sac to work around the potential wetland area. This would result in a small change to the Grading and Stormwater Management Plan as well.

Objecting and Review Agencies

Copies of the Preliminary Plat were sent to the State Department of Administration and other State, County, and Local Agencies for comment. At this writing, SEWRPC and the County have indicated that they conditionally do not object to the preliminary plat.

Recommendation: The Planning Staff Recommends approval of the Autumn Ridge Preliminary Plat.

Prepared By: Justin Drew 3/10/16
Justin Drew, Date
City Planner

Reviewed By: Jason Schall 3-10-16
Jason Schall Date
City Engineer

Reviewed By: Lori Hetzel 03/15/16
Lori Hetzel, Date
City Clerk

Approved By: Steve Volkert 3/15/16
Steve Volkert, Date
City Administrator

ROUTING: PLAN COMMISSION – 03/14/16
COMMON COUNCIL – 03/22/16

RESOLUTION NO. 3446

**A RESOLUTION APPROVING THE PRELIMINARY PLAT OF
AUTUMN RIDGE SUBDIVISION**

BE IT RESOLVED by the Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, that the preliminary plat for Autumn Ridge Subdivision, described as all of Certified Survey Map No. 4384 and lands being part of the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 10, Township 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin, is hereby approved.

Signed:

Joseph C. Dautermann, Mayor

INTRODUCED: March 22, 2016

ADOPTED: March 22, 2016

ATTEST:

Lori Hetzel, City Clerk

VICINITY MAP
NORTHWEST 1/4
OF SECTION 27, T. 10N, R. 18E

PRELIMINARY PLAT AUTUMN RIDGE ESTATES

ALL OF CERTIFIED SURVEY MAP NO. 4384 AND LANDS BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWN 10 NORTH, RANGE 18 EAST, CITY OF WATFORD, WASHINGTON COUNTY, WISCONSIN.
DECEMBER 29, 2005 FIDUCIARY REAL ESTATE DEVELOPMENT SURVEY NO. 161930-D4F

NOTES:

OWNER/DEVELOPER
FIDUCIARY REAL ESTATE DEVELOPMENT
225 EAST MORRIS STREET, SUITE 200
BROOKFIELD, WISCONSIN 53005

PREPARED BY
NATIONAL SURVEY & ENGINEERING
18745 WEST BLUESHADOW ROAD
BROOKFIELD, WISCONSIN 53005

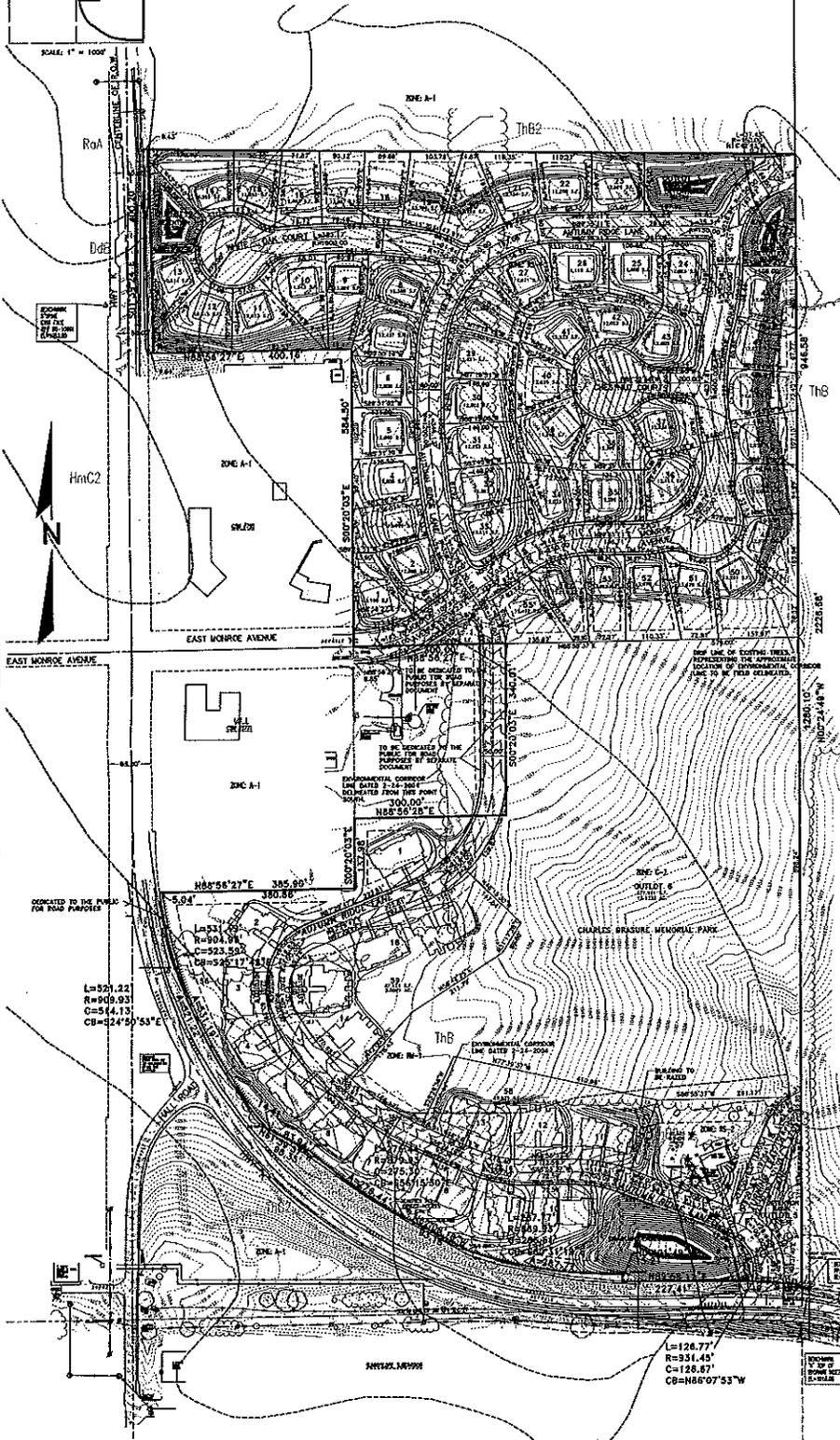
OBJECING AGENCIES
WISCONSIN DEPARTMENT OF ADMINISTRATION
WASHINGTON COUNTY PLANNING, CONSERVATION & PARKS COMMITTEE

APPROVING AGENCIES
CITY OF WATFORD

- NOTES:
1. DEVELOPER: FIDUCIARY REAL ESTATE DEVELOPMENT
225 E. MORRIS ST., SUITE 200
BROOKFIELD, WI 53005
(414) 228-4555
 2. PREPARED BY: NATIONAL SURVEY & ENGINEERING
18745 WEST BLUESHADOW ROAD, SUITE 200
BROOKFIELD, WI 53005
(414) 781-1000
 3. NUMBER OF LOTS = 57
 4. NUMBER OF OUTLOTS = 4
 5. AREA OF DEVELOPMENT = 48.618 AC.
 6. ELEVATION REFER TO NAVD83.
 7. THE 570' EASEL IN ITEM 2 - AREAS OF MANUAL ELEVATION PER THE PLAT, FOR THE UNINCORPORATED AREAS OF WASHINGTON COUNTY COMMAINT FAMILIAR MAPS SHOULD BE USED.
 8. THE SITE IS ZONED RS-1, RS-C, SINGLE-FAMILY RESIDENTIAL DISTRICT. RS-1 SINGLE-FAMILY RESIDENTIAL DISTRICT AND C-2 UPLAND CONSERVANCY DISTRICT.
- RE-2 FRONT SETBACK OF SIDE STRAIGHT 15'
REAR STRAIGHT 20'
MINIMUM AREA=14,000 S.F.
MINIMUM LOT WIDTH AT BUILDING SETBACK LINE=150'
- RE-4 FRONT SETBACK OF SIDE STRAIGHT 15'
REAR STRAIGHT 20'
MINIMUM AREA=14,000 S.F.
MINIMUM LOT WIDTH AT BUILDING SETBACK LINE=150'
- RE-1 FRONT SETBACK OF SIDE STRAIGHT 15'
REAR STRAIGHT 20'
MINIMUM AREA=14,000 S.F.
MINIMUM LOT WIDTH AT BUILDING SETBACK LINE=150'
- C-2 FRONT SETBACK OF SIDE STRAIGHT 15'
REAR STRAIGHT 20'
MINIMUM AREA=14,000 S.F.
MINIMUM LOT WIDTH AT BUILDING SETBACK LINE=150'
8. SETBACK CONTROLS SHOWN AS DASHED LINES. PROPOSED CONTROLS ARE SHOWN FOR INFORMATION ONLY AND NOT TO BE USED FOR DESIGN AND CONSTRUCTION.

LEGEND

- ▲ BENCHMARK
 - ELEVATION CORNER
 - IRON PIPE FOUND
 - IRON PIPE SET
 - BOLLARD
 - C.C. HOLES/ANCHORING WELL
 - FLAGPOLE
 - MANHOLE
 - BELLSHAWK
 - ELEVATION ROD
 - TRAFFIC SIGN
 - MANHOLE/ANCHORING BUSH
 - CABLE POST/PILE
 - CLOUT POLE
 - LIGHT POLE
 - SIGN/ANCHORING/POSTAL LIGHT
 - CIRCLED OR OTHER SPOT SIGN
 - UNDEVELOPED PARKING
 - ELECTRIC MANHOLE
 - ELECTRIC DISTRIBUTION
 - TELEPHONE MANHOLE
 - TELEPHONE PERSIAN
 - FOUNDATION PIER OR PILE
 - GAS METER
 - SEPTIC TANK
 - SEPTIC MANHOLE
 - ROUND PILE
 - ELEVATION PILE
 - STUMP SIGN AND SECTION
 - BENCH MARK
 - SAWHAY CLEARING OR SPRING NOT
 - MANHOLE/ANCHORING BUSH
 - WATER VALVE
 - SIGN
 - WALKER SERVICE LIGHT STOP
 - WALKER SERVICE
 - WELL
 - WETLAND SURFACE
 - WETLANDS FLAG
 - WOODS
 - CONTOUR LINE
 - CIRCULAR TREE
 - SHADE
- Potential Future Connections
- EDGE OF TREES
 - SAWHAY SPRING
 - FROM OTHER
 - WATERWAY
 - MANHOLE SIGN MARK
 - MANHOLE ELECTRIC
 - CIRCULAR TREE
 - WALKER SERVICE SIGN
 - MANHOLE TELEPHONE
 - MANHOLE CABLE TO LINE
 - MANHOLE FLAG OR PILE
- DO NOTS NO DIRECT ACCESS TO COUNTY TRUNK HIGHWAY K



SOIL LEGEND

SUB DODGE Silt LOAM, 2% TO 6% SLOPES
HW22 ROCKY Silt LOAM, 6% TO 12% SLOPES, ERODED
LmA LAMARINE Silt LOAM, 1% TO 3% SLOPES
RoA RAYBROOK Silt LOAM, 0% TO 3% SLOPES
ThB THERESA Silt LOAM, 2% TO 6% SLOPES, ERODED
ThC2 THERESA Silt LOAM, 6% TO 12% SLOPES, ERODED

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND IS LOCAL, MANHOLES, WELLS, AND OTHER STRUCTURES SHOULD BE RE-LOCATED FOR CONFORMANCE TO THE

CERTIFICATION

I, ERIC R. STURM, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISIONS AND FEATURES, AND THAT I TO THE BEST OF MY KNOWLEDGE, HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE SUBDIVISION AND PLATTING ORDINANCE, CITY OF WATFORD AND CHAPTER 238 OF THE WISCONSIN STATUTES.

ERIC R. STURM
REGISTERED LAND SURVEYOR 5-23008

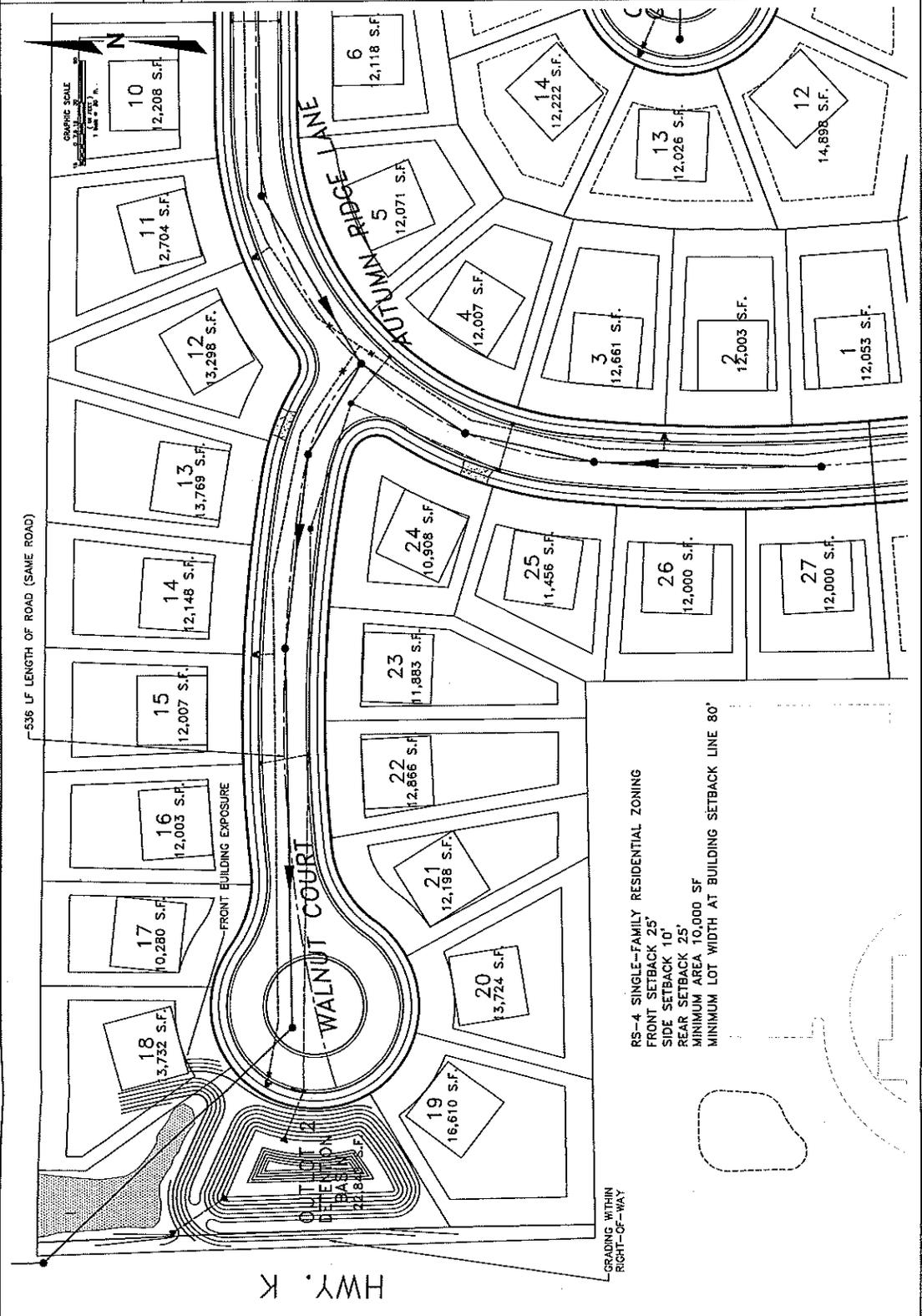
National Survey & Engineering

262-781-1000
Fax 262-797-7373
18745 W. Blueshadow Road
Suite 200
Brookfield, WI 53005-5938
www.nse.com

53049306-0
161930-D4F-PPHDDH

SHEET 1 OF 1

National Survey & Engineering



CITY OF HARTFORD
APPLICATION FOR DEVELOPMENT REVIEW
(PLEASE PRINT OR TYPE)

Project Name: ALUMN RIDGE ESTATES - PHASE 2

Project Location (Address or Legal Description): EXTENSION OF ALUMN RIDGE LANE

Tax Key Number: 36-2702013013

Applicant Name: NEUMANN COMPANIES

Address: 127 W 24075 PAUL COURT # 200

City: PEWAMUNEE State: WI Zip: 53072

Daytime Phone: 262-542-9200 Fax: 262-349-9324 Other: KEVIN @

NEUMANNCOMPANIES.COM

Office Use Only			Subtotal
<i>Account Number 100.604.444100.44410 (#76)</i>			
*Master Plan Amendment	\$515.00	n/a	_____

<i>Account Number 100.604.440000.48890</i>			
*Special Plan Commission Meeting	\$400.00	n/a	_____

<i>Account Number 100.601.461400.46142 (#77)</i>			
*Conceptual Certified Survey Map	\$150.00	n/a	_____
*Certified Survey Map	\$250.00	n/a	_____
*Final Plat	\$500.00 +	_____	_____
	\$12.00/lot	_____	_____
*Final Plat Re-App	\$350.00	n/a	350 ⁰⁰
*Preliminary Plat	\$500.00 +	_____	_____
	\$15.00/lot	_____	_____
*Preliminary Plat Re-App	\$350.00	n/a	_____

<i>Account Number 100.604.440000.44420 (#78)</i>			
*Annexations	\$500 + \$100.00/acre	_____	_____
	(\$1500.00 max)	_____	_____
*Conceptual Plat, under 10 acres	\$300.00	_____	_____
*Conceptual Plat, 10 acres and over	\$450.00	_____	_____
*Planned Unit Development	\$400.00	_____	_____
*Condominium Plat	\$200.00	_____	_____

EXTRATERRITORIAL:			
<i>Account Number 100.604.440000.44420 (#78)</i>			
Certified Survey Map	\$150	n/a	_____
Preliminary Plat	\$400 +	_____	_____
	12.00/lot	_____	_____
Final Plat	\$400 +	_____	_____
	\$10.00/lot	_____	_____

Date Received: _____ Total Paid: _____



February 22, 2016

Mr. Justin Drew, City Planner
City of Hartford
109 Main Street
Hartford, WI 53027

**Re: Autumn Ridge Estates
Single-Family – Phase 2**

Dear Justin:

Neumann Companies Inc. is submitting the attached Preliminary Plat for the Autumn Ridge Estates subdivision in Hartford. As discussed, Neumann Companies has an accepted Offer with Fiduciary to Purchase the nine (9) existing single-family lots and the Outlot in which the remaining twenty-seven (27) single-family lots are to be constructed. The attached Preliminary Plat is being resubmitted as the 2-year "Approval Period" has expired; this request is to re-approve the Preliminary Plat for the remaining single-family lots in the subdivision.

This letter request is accompanied by the following:

- Preliminary Plat for Autumn Ridge Estates
 - dated December 29, 2005
- Exhibit showing the existing lots and planned expansion area
- Engineering drawings & storm water report
 - transmitted separately to Jason Schall, City Engineer

We request that these items be reviewed by staff and placed on the agenda for the Plan Commission meeting scheduled for March 14, 2016. A request is also made to be placed on the Common Council agenda for the meeting on March 22, 2016; understanding that comments on the Preliminary Plat are needed from the State prior to the meeting date.

The proposed Phase 2 includes an additional 27 lots, these lots will be added to the existing Home Owner's Association and shall be subject to the Declaration of Restrictions recorded for Autumn Ridge Estates subdivision. Therefore, the homes in Phase 2 will be similar in characteristics to the existing homes in the subdivision.

Utilizing the existing engineering drawings, as transmitted to Jason Schall, our anticipated timeline is to begin utility construction this summer and complete the roadways in late summer or early fall of 2016. Upon Common Council approval, Neumann Companies will work with the City to enter into a Development Agreement and provide financial guarantees as may be warranted for this project. In the event that a cost-recovery agreement is needed for



reimbursement of City staff time, please forward to my attention along with any other items that may be required.

While we plan to construct the subdivision based on the plans prepared in 2005, we understand that an updated Erosion Control plan may be needed as the State requirements have changed since the initial plans were prepared. Additionally, we will be submitting to the State for water & sewer extensions and a Construction Site Storm Water Permit.

There are also environmental regulations that will need to be met for a wetland study and environmental assessment. We have submitted an Endangered Resources Review Request to the State and will begin a wetland study once spring vegetation blooms. These items will be required before the State will issue the NOI and permit construction to begin.

As for land-use; these lots will be single-family lots and conform to the existing zoning of the parcel; no revisions are being requested.

Thank you for your time in reviewing this information. If you have any questions or require any additional information my contact information is stated below.

Sincerely,

Neumann Companies

Kevin Anderson

kevin@neumanncompanies.com

(262) 542-9200 – office

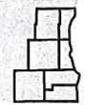
(262) 825-8068 - cell

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 • TELEPHONE (262) 547-6721
FAX (262) 547-1103

Serving the Counties of:

KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA



March 3, 2016

Mr. Jason W. Schall
City Engineer
City of Hartford
109 North Main Street
Hartford, WI 53027-1591

COPY

RE: Preliminary Plat/Autumn Ridge Estates Subdivision Phase 2,
NW ¼, Section 27, T 10 N, R 18 E, City of Hartford
SEWRPC No. CA-607-157

Dear Mr. Schall:

This is to acknowledge receipt of your letter of February 23, 2016, concerning the above-captioned matter and to advise you of the following Commission staff findings and recommendations relative thereto:

1. The proposed subdivision plat is to be developed with centralized sanitary sewer service and is located within a planned sewer service area as delineated in SEWRPC Community Assistance Planning Report No. 92 (3rd Edition), *Sanitary Sewer Service Area for the City of Hartford and Environs*.
2. The subject plat abuts upon CTH K, which is identified as a two-lane arterial in the adopted regional transportation system plan. The plat allows for a half-street right-of-way of 50 feet, which is sufficient for the maintenance and improvement of this arterial facility.
3. The subject plat does not contain land delineated by the Commission as a primary or secondary environmental corridor, or isolated natural resource area. However, the Wisconsin Wetlands Inventory identifies a small isolated wetland located within Lots 13, 14, and Outlot 2. Disturbance of any wetlands on the site including earth moving activities adjacent to the wetlands may require permits from the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers. Consequently, the Commission staff would recommend that the developer contact those agencies to determine if any permits are required and to apply for those permits.
4. The subject plat is not located within an identified 100-year recurrence interval flood hazard area as delineated in the Federal Flood Insurance Study for Washington County.
5. The subject plat is located in the Rock River watershed. Runoff from the subject plat drains to the Rubicon River. The regional water quality management plan recommends that nonpoint source pollution in this area be reduced by 25 percent. Adequate erosion control is necessary to reduce pollutant runoff from construction sites. We would suggest that the subdivider call upon the City



Washington County Highway Department

Commissioner: Scott M. Schmidt, PE, PLS

March 2, 2016

Jason Schall
City Engineer
109 North Main Street
Hartford, WI 53027-1591

COPY

RE: Autumn Ridge Estates and County Trunk Highway K

Dear Mr. Schall,

Thank you for mailing our department a copy of the Preliminary Plat for Autumn Ridge Estates which is adjacent to County Trunk Highway (CTH) K. The Washington County Highway Department does not oppose the re-approval of the original Preliminary Plan as long as our department can be assured that no work will be done within the right of way of CTH K (unless approved as part of a permit) and that peak storm water flow into the right of way remains at pre-development levels as this project progresses.

If there is any reason why these two conditions cannot be met, please contact me so we can determine a feasible solution to ensure that the area within the right of way of CTH K is not disturbed or modified due to development of the subdivision or by the effects of stormwater flow. I can be reached directly at (262)335-6881 or scott.schmidt@co.washington.wi.us.

Sincerely,

Scott M. Schmidt
Highway Commissioner, PE, PLS

SS:jg

EXECUTIVE SUMMARY

TITLE: **Creation of Section 41.23 – Chronic Nuisance Premises, and
Amendment of Section 42.02(1) Bond Schedule**

BACKGROUND:

Occasionally, it becomes apparent that certain premises in the City of Hartford generate an inordinate amount of calls for police services to deal with recurring nuisance activities. These particular premises create an undue drain on departmental resources. The increased demand required to address these chronic nuisance premises has a variety of negative impacts on our mission and our community:

- Repeated responses to chronic nuisance premises place an increased demand on our personnel resources. This additional commitment of our staff has a negative financial impact on our departmental operations.
- Repeated responses to chronic nuisance premises negatively impact the quality of life for other residents in the immediate area.
- Repeated responses to chronic nuisance premises negatively impact the quality of life for other Hartford citizens. The simple fact is that when our personnel resources are committed to dealing with a chronic nuisance premises they are not available to respond to other legitimate calls for service.
- Repeated responses to chronic nuisance premises negatively impact the quality of life because our personnel are not available to perform their routine patrol function. Undesignated patrol activities, or simply driving the streets within our community, heightens visibility, enhances the public perception of our community's safety, and creates genuine deterrence to would-be offenders. Those benefits are lost while addressing chronic nuisance premises issues.

While the proposed ordinance would address all premises, it is important to realize that many of these chronic nuisance premises are not actually occupied by the owner. It is our intent that this ordinance will encourage responsible ownership of such properties. To that end, we are proposing a progressive protocol to utilize when working with property owners to abate nuisance activities. Ultimately, the proposed ordinance establishes that if the chronic nuisance activities are not abated, the property owner(s) will be held responsible.

The proposed ordinance is not intended to discourage crime victims or a person in legitimate need to police services from requesting them. The proposed ordinance does not affect a premise owner's duty to comply with Fair Housing Laws, nor does it affect a premises owner's duty to comply with all other laws governing tenancies which are contained in Wisconsin §704, Chapter ATCP 134 Residential Rental Practices of the Wisconsin Administrative Code and Chapter 17 of the Hartford Municipal Code.

The proposed ordinance has been crafted in large part based on resource materials from the City of Appleton's Municipal Code regarding Chronic Nuisance Premises, Chapter 22 of the Hartford Municipal Code, and other reference materials pertaining to these matters.

FISCAL IMPACT:

Proposed bonds for these offenses are listed below. The financial impact, in terms of the fines that would be collected, is difficult to estimate. Please see the attachment detailing how the proposed ordinance would have impacted a current Chronic Nuisance Premises if it were currently in place. Additionally, it is important to note that enhancing the quality of life in our community is the primary impetus for the recommendation for the adoption of this ordinance rather than revenue generation.

RECOMMENDATION:

Staff recommends that Section 41.23 of the Hartford Municipal Code be created to read as follows:

41.23 CHRONIC NUISANCE PREMISES. (1) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized official means singularly or collectively, the Police Chief, Fire Chief, Building Inspector or their designee with jurisdiction to enforce the various statutes and ordinances prohibiting nuisance activities.

Chief of Police means the City of Hartford Police Department Chief of Police or his/her designee thereof.

Fire Chief means the City of Hartford Fire Department Fire Chief or his/her designee thereof.

City Inspections Department or Inspections means the Building Inspections service of the Hartford Planning, Zoning & Building Inspection Department and the Hartford Fire Departments.

Person means any natural person, agent, association, firm, partnership, corporation or other entity capable of owning, occupying or using property in the city of Hartford.

Person associated with means any person who, whenever engaged in a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit a premises or person present on a premises, including without limitation any officer, director, customer, agent, employee, or any independent contractor of a property, person in charge, or owner of a premises.

Person in charge means any person, in actual or constructive possession of a premises including, but not limited to, an owner or occupant of premises under his or her ownership or control.

Premises means a commercial business, public or private clubhouse, a place of abode, a residence, a house or multiple dwelling unit for one (1) or more persons, including lodging houses, hotels, motels and tourist rooming houses, and associated common areas, yards and parking lots. In the case of multiple dwelling units. "Premises," as used in this section, may consist of any single unit providing complete, independent living facilities for one (1) or more persons, including provisions for living, sleeping, eating, cooking and sanitation.

Chronic Nuisance Premises Notice (CNP Notice) means the notice issued by the Chief of Police and/or his or her designee.

Enforcement action means any of the following: The physical arrest of an individual(s), the issuance of a citation for a law violation, and/or referral of charges by the police to the City Attorney or District Attorney for prosecution for nuisance activities.

Chronic nuisance premises means a premises that meets any of the following criteria:

- A. A premises which has generated three (3) or more calls for police services that have resulted in enforcement action for nuisance activities on three (3) separate days within a ninety (90) day period or six (6) such calls within a one (1) year period. This includes enforcement action taken against any person associated with the premises while at or within two hundred feet (200) of the premises for a nuisance activity; or
- B. A premises which has generated three (3) or more corrective orders from City Inspections for nuisance activities from at least three (3) inspections occurring within a one (1) year period; or
- C. A premises for which a court of law has determined that, pursuant to a search warrant request, probable cause exists that manufacture, distribution or delivery of a controlled substance has occurred on or in association with the premises within thirty (30) days prior to the date of the search warrant application; or
- D. Is a premises which has had one (1) enforcement action associated with the premises resulting from the manufacture, delivery or distribution of a controlled substance(s) as defined in Wisconsin §961 or a premises which is used as a meeting place of a criminal gang, or that is used to facilitate the activities of a criminal gang as defined in Wisconsin §s.939.22(9).
- E. A premises which has any combination of six (6) or more individual contacts, corrective orders or enforcement actions as described in subsections (A) through (D) above within a one (1) year period.

(2) **Nuisance activities** may include any of the following activities, behaviors or conduct:

- A. An act of harassment as defined in Wisconsin §947.013 or Hartford Municipal Code 41.947.013.

- B. Disorderly conduct as defined in Wisconsin §947.01 or Hartford Municipal Code 41.947.01.
- C. Crimes of violence as defined in Wisconsin §940.
- D. Resisting or obstructing an officer as prohibited by Wisconsin §946.41 or Hartford Municipal Code 41.946.41
- E. Indecent conduct as prohibited by Wisconsin §944.20 or Hartford Municipal Code 41.944.20.
- F. Damage to property as prohibited by Wisconsin §943.01 or Hartford Municipal Code 41.943.01.
- G. The production or creation of noises disturbing the peace, as prohibited by Hartford Municipal Code 22.02(4)(h), 22.06(1), 22.06(2), or 340.0009.
- H. Discharge or improper possession of a dangerous weapon as prohibited by Wisconsin §941.23, 941.295, or Hartford Municipal Code 41.941.23, 41.941.295, or 41.02.
- I. Crimes involving illegal possession of firearms as defined in Wisconsin §941.23, 941.26, 941.28, 941.29 and 948.60.
- J. Trespass to land as defined in §943.13, or criminal trespass to dwelling as defined in Wisconsin §943.14 or Hartford Municipal Code 41.943.14.
- K. Loitering, obstructing a street or sidewalk, as prohibited by Hartford Municipal Code 41.03 and 41.13.
- L. Theft as defined in Wisconsin §943.20 or Hartford Municipal Code 41.943.20.
- M. Arson as defined in Wisconsin §943.02 or Hartford Municipal Code 41.943.02.
- N. Depositing rubbish as prohibited by Hartford Municipal Code 7.10(1), 22.02(5), and 26.07.
- O. Keeping a place of prostitution as defined in Wisconsin §944.34.
- P. Prostitution as prohibited by Wisconsin §944.30.
- Q. Soliciting prostitutes as prohibited by Wisconsin §944.32.
- R. Pandering as prohibited by Wisconsin §944.33.

- S. Procuring/Furnishing Intoxicants to Underage Persons as prohibited by Wisconsin §125.07(1)(a)(1) or as prohibited by Hartford Municipal Code 35.11(1)
- T. Permit Consumption by Underage Person as prohibited by Wisconsin §125.07(1)(a)(3) or as prohibited by Hartford Municipal Code 35.11(2).
- U. Possession/Consumption of Intoxicants by Underage Person as prohibited by Wisconsin §125.07(4)(b) or as prohibited by Hartford Municipal Code 35.11(8)
- V. Selling, offering for sale or giving away of any intoxicating liquors or fermented malt beverages without a license as prohibited by Wisconsin §125.04(1).
- W. Possession, manufacture, distribution or delivery of a controlled substance or related offenses as defined in Wisconsin §961.
- X. Maintaining a drug dwelling as defined in Wisconsin §961.42.
- Y. Illegal gambling as defined in Wisconsin §945.02.
- Z. Owning, keeping or harboring a dangerous animal or prohibited dangerous animal contrary to Hartford Municipal Code 26.08.
- AA. Any other nuisances set forth in Chapter 22.
- BB. Violations of Chapter 6 fire prevention and protection of the Hartford Municipal Code.
- CC. Violations of the Chapter 17 Housing Maintenance or Chapter 29 Property Maintenance Codes of the Hartford Municipal Code.
- DD. Any violations of Hartford Municipal Code 4.21 or Section 66.0407, Wis. Stats., pertaining to noxious weeds.

(3) Procedures

- A. When a premise meets the definition, and is declared a chronic nuisance, the authorized official shall provide written notice of the declaration to the premises owner. A courtesy copy will also be sent to the alderperson of the affected district. The Chronic Nuisance Premises Notice (“CNP Notice”) shall be deemed delivered if sent either by first class mail to the premises owner’s last-known address or delivered in person to the premises owner. If the premises owner cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the premises owner's usual place of abode in the presence of some competent member of the family at least 14 years of age, or a competent adult currently residing there and who shall be informed of the contents of the CNP Notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the CNP Notice is sent by first class mail to the last-known address of the

owner as identified by the records of the City Assessor. The CNP Notice shall contain the following information:

- i. Street address, parcel number or a legal description sufficient to identify the premises.
 - ii. A concise statement, including a description of the relevant activities supporting the determination that the premise is a chronic nuisance premises.
 - iii. A statement that the owner shall immediately notify the authorized official of any change in address to ensure receipt of future notices.
 - iv. A statement that the actual costs of future enforcement may be assessed as a special charge against the premises.
 - v. A statement that the owner shall, within ten (10) days of the date the CNP Notice is mailed, contact the authorized official and schedule a meeting with that official to develop a written action plan to abate the nuisance, or notify the official in writing of the intention to appeal.
 - vi. A statement that the premises owner shall at all times comply with the fair housing requirements contained in Chapter 17, Article XIII, of the Hartford Municipal Code when considering any action against a tenant based upon a CNP Notice.
 - vii. A statement that the premises owner, in addition to actual abatement costs, may be subject to forfeiture action described in Section 42.02(1) of the Hartford Municipal Code for each day a chronic nuisance is allowed to continue.
- B. In reaching a determination that a premises is a chronic nuisance premises, activities that were reported to the Police or other City departments by the premises owner or on-site premises manager shall not be included as nuisance activities.
- i. Wisconsin §968.075, broadly defines “domestic abuse”. Therefore, in reaching a determination that a premises is a chronic nuisance premises, activities that are “domestic abuse” incidents pursuant to Wisconsin §968.075, shall not be included as nuisance activities unless the incidents have been reviewed by the Chief of Police and the Office of the City Attorney and a determination is made that, based upon the specific facts of each incident, the activities should be deemed nuisance activities. In determining whether to include such activities, the Chief of Police and Office of the City Attorney shall consider the strong public policy in favor of domestic victims reporting alleged abuses, and this ordinance shall not operate to discourage such reports.

- ii. If the owner responds to the CNP Notice with a written action plan to abate the nuisance, the authorized official may accept, reject or work with the owner to modify the action plan. The plan is acceptable if it can reasonably be expected to result in abatement of the nuisance activities described in the CNP Notice within sixty (60) calendar days of the mailing of the CNP Notice in Section (3)(A).
 - iii. Premises owners shall be counseled regarding nuisance abatement methods and strategies and shall be encouraged to submit a comprehensive nuisance abatement action plan that considers alternatives to eviction in situations where eviction is not the sole remedy available to abate the nuisance activity.
 - iv. If the premises owner meets with the authorized official and presents an acceptable abatement action plan and implements the terms of the action plan, the authorized official will delay further enforcement of this ordinance, including cost recovery.
 - v. If the premises owner ceases to cooperate with the efforts to abate the nuisance activities, the authorized official may reinstitute enforcement of this ordinance and the premises owner may be sent a change in status letter. This letter will document the authorized official's efforts to contact and/or obtain cooperation of the owner.
- C. Whenever the authorized official determines that any of the following have occurred:
- i. A premises owner has failed to respond to the CNP Notice;
 - ii. Enforcement action for an additional nuisance activity has occurred at a premises for which notice has been issued pursuant to this ordinance and this enforcement action has occurred not less than fifteen (15) days after the CNP Notice has been issued in accordance with Section (3)(A).; or
 - iii. An action plan submitted has not been completed;

The authorized official may calculate the actual costs of enforcement to abate this and any subsequent nuisance activities and may refer such cost to the City Finance Department so that the cost may be billed to the premises owner. The authorized official shall provide written notice to the premises owner of the decision to refer the cost of enforcement to the City Finance Department. The notice shall contain:

- i. The street address or legal description sufficient for identification of the premises.

- ii. A statement that the authorized official has referred the cost of enforcement to the City Finance Department.
- iii. Notice of the premises owner's right to appeal.
- iv. A statement advising the owner that in addition to any other penalty imposed by this chapter for the continuance of a chronic nuisance property, the cost of abating a public nuisance by the city shall be collected as a debt from the owner, and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as other special taxes.
- v. A statement advising the owner each subsequent incident of enforcement action for nuisance activity shall be deemed a separate violation and costs will continue to be assessed until the nuisance is abated.

(4) **Penalties and remedies.**

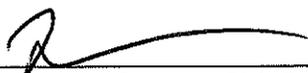
- A. **Cost recovery.** The authorized official shall keep an accurate account of the cost of enforcement and shall report it to the City Finance Department. The Finance Director shall charge any premises owner found to be in violation of this section the costs of enforcement in full or in part. Such costs shall be billed to the premises owner by invoice sent by regular mail and must be paid within thirty (30) days of the date on the invoice. Any unpaid invoice shall be a lien on such premises and may be assessed and collected as a special charge pursuant to Wisconsin §66.0627. Pursuant to **Section 42.04 FEES**, of the Hartford Municipal Code, the Finance Director shall cause to be added an Administrative Fee for these **Special Assessment Letters of \$100.00** to the total cost of enforcement charged to the benefited premises owner in the invoice any time the premises is declared a chronic nuisance premises.
- B. **Suspension of cost recovery.** If after the receipt of a billing notice from the Finance Department, the premises owner develops an acceptable action plan and implements the plan, the authorized official may suspend further enforcement of this ordinance. The premises owner is still responsible for any enforcement costs incurred prior to the premises owner's submitting an action plan, including the administrative fee. If the premises owner ceases to cooperate with the efforts to abate the nuisance activities, the authorized official may reinstitute enforcement of this ordinance after sending the premises owner a change in status letter.

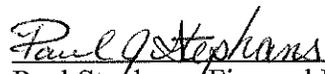
- (5) **Forfeiture.** A forfeiture action may be commenced for each enforcement action for nuisance activity occurring after the premises has been declared a chronic nuisance premises. The forfeiture assigned for violations of this ordinance in **Section 42.02(1) BOND SCHEDULE** of the Hartford Municipal Code may be issued for each enforcement action.

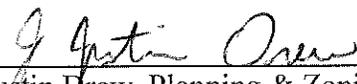
- (6) **Appeal.** Appeal of the determination of the authorized official under this section may be made in writing to the Finance and Personnel Committee. Appeals of the action of the City Finance Department imposing special charges against the premises may also be submitted in writing to the Finance and Personnel Committee. Appeals shall be in writing, filed with the City Clerk no more than ten (10) days after notice is issued to the property owner.
- (7) **Injunction.** This section may be enforced by injunction.
- (8) **When Nuisance is deemed abated.** The public nuisance created by a chronic nuisance premises shall be deemed abated when no enforcement action to address nuisance activities occurs and there are no Police, Building Inspection, or Fire inspection cases generated for a period of six (6) consecutive months from the date of compliance with the action plan.
- (9) **Severability.** The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

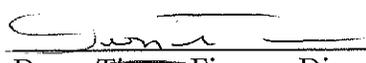
Staff also recommends that **Section 42.02(1)** of the Hartford Municipal Code be amended to include the following Bond Schedule for these violations:

ORDINANCE NUMBER	OFFENSE DESCRIPTION	DEPOSIT AMOUNT	26% PENALTY ASSM'T	COUNTY JAIL ASSM'T	CRIME LAB DRUG FEE	MUNICIPAL COURT COSTS	TOTAL
41.23	Chronic Nuisance Premises						
	1 st	125.00	32.50	10.00	13.00	38.00	218.50
	2 nd	200.00	52.00	10.00	13.00	38.00	313.00
	3 rd	300.00	78.00	10.00	13.00	38.00	439.00

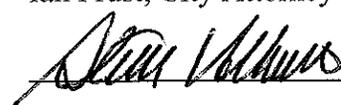
PREPARED BY:  DATE: 02-11-16
David A. Groves, Chief of Police

REVIEWED BY:  DATE: 2-16-16
Paul Stephens, Fire and Rescue Chief

REVIEWED BY:  DATE: 2/17/16
Justin Drew, Planning & Zoning Director

REVIEWED BY:  DATE: 2/17/16
Dawn Timm, Finance Director

REVIEWED BY:  DATE: 2/22/16
Ian Prust, City Attorney

APPROVED BY:  DATE: 2/26/16

Steven Volkert, City Administrator
Committee Routing: Finance and Personnel Committee -
Common Council -

March 8, 2016
March 22, 2016
April 12, 2016

FINANCIAL IMPACT SUPPLEMENT

**ACTUAL RESPONSES TO AN EXISTING CHRONIC NUISANCE PROPERTY COST AND ANTICIPATED
RECOVERY UNDER PROPOSED ORDINANCE 42.23**

DATE	INCIDENT	POLICE COST	FIRE/EMS COST	TOTAL COST	CNP ELIGIBLE	ABATEMENT RECOVERY ELIGIBLE COSTS	
11/27/2015	DISORDERLY CONDUCT	\$ 58.07	\$ -	\$ 58.07	NO	\$ -	
11/28/2015	DISORDERLY CONDUCT	\$ 25.09	\$ -	\$ 25.09	NO	\$ -	
12/6/2015	RECOVERED STOLEN AUTO	\$ 11.01	\$ -	\$ 11.01	NO	\$ -	
12/8/2015	THEFT	\$ 23.97	\$ -	\$ 23.97	YES	\$ 23.97	
12/9/2015	DISORDERLY CONDUCT	\$ 22.55	\$ -	\$ 22.55	YES	\$ 22.55	
12/27/2015	DISORDERLY CONDUCT	\$ 31.35	\$ 28.50	\$ 59.85	YES	\$ 59.85	
1/5/2016	SEX OFFENSE	\$ 23.38	\$ -	\$ 23.38	YES	\$ 23.38	
1/10/2016	SEX OFFENSE	\$ 1,318.73	\$ 31.35	\$ 1,350.08	YES	\$ 1,350.08	
1/11/2016	TRESPASSING	\$ 28.14	\$ -	\$ 28.14	YES	\$ 28.14	
TOTAL CNP ABATEMENT EXPENDITURES:		\$ 1,542.29	\$ 59.85	\$ 1,602.14		\$ 1,507.97	94%

ORDINANCE NO. 1346

AN ORDINANCE CREATING SECTION 41.23 TO INCLUDE THE PROHIBITION OF CHRONIC NUISANCE PREMISES AND AMENDING SECTION 42.02(1) OF THE MUNICIPAL CODE RELATING TO THE BOND SCHEDULES

WHEREAS, the Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, realizes that certain premises in the City of Hartford generate an inordinate amount of calls for police services to deal with recurring nuisance activities: and,

WHEREAS, repeated responses to chronic nuisance premises place an increased demand on the city's public safety services that has a negative financial impact on the city's operations: and,

WHEREAS, repeated responses to chronic nuisance premises negatively impacts the quality of life for other residents in the immediate area of the premise, and indirectly impacts all City residents by limiting the availability of those resources for other duties elsewhere in the City: and,

WHEREAS, the Common Council deems it in the public interest to prohibit chronic nuisance activities on any premises within the City of Hartford in order to protect the public's general safety, benefit and welfare of residents and visitors to the City of Hartford.

NOW, THEREFORE, THE HARTFORD COMMON COUNCIL, WISCONSIN DOES ORDAIN AS FOLLOWS:

SECTION 1: Subsection 41.23, regarding **CHRONIC NUISANCE PREMISES**, of the Hartford Municipal Code is created to read as follows:

41.23 CHRONIC NUISANCE PREMISES. (1) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized official means singularly or collectively, the Police Chief, Fire Chief, Building Inspector or their designee with jurisdiction to enforce the various statutes and ordinances prohibiting nuisance activities.

Chief of Police means the City of Hartford Police Department Chief of Police or his/her designee thereof.

Person means any natural person, agent, association, firm, partnership, corporation or other entity capable of owning, occupying or using property in the city of Hartford.

Person associated with means any person who, whenever engaged in a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit a premises or person present on a premises, including without limitation any officer, director, customer, agent, employee, or any independent contractor of a property, person in charge, or owner of a premises.

Person in charge means any person, in actual or constructive possession of a premises including, but not limited to, an owner or occupant of premises under his or her ownership or control.

Premises means a commercial business, public or private clubhouse, a place of abode, a residence, a house or multiple dwelling unit for one (1) or more persons, including lodging houses, hotels, motels and tourist rooming houses, and associated common areas, yards and parking lots. In the case of multiple dwelling units. "Premises," as used in this section, may consist of any single unit providing complete, independent living facilities for one (1) or more persons, including provisions for living, sleeping, eating, cooking and sanitation.

Chronic Nuisance Premises Notice (CNP Notice) means the notice issued by the Chief of Police and/or his or her designee.

Enforcement action means any of the following: The physical arrest of an individual(s), the issuance of a citation for a law violation, and/or referral of charges by the police to the City Attorney or District Attorney for prosecution for nuisance activities.

Chronic nuisance premises means a premises that meets any of the following criteria:

- A) A premises which has generated three (3) or more calls for police services that have resulted in enforcement action for nuisance activities on three (3) separate days within a ninety (90) day period or six (6) such calls within a one (1) year period. This includes enforcement action taken against any person associated with the premises while at or within two hundred feet (200) of the premises for a nuisance activity; or
 - B) A premises for which a court of law has determined that, pursuant to a search warrant request, probable cause exists that manufacture, distribution or delivery of a controlled substance has occurred on or in association with the premises within thirty (30) days prior to the date of the search warrant application; or
 - C) Is a premises which has had one (1) enforcement action associated with the premises resulting from the manufacture, delivery or distribution of a controlled substance(s) as defined in Wisconsin §961.
- (2) **Nuisance activities** may include any of the following activities, behaviors or conduct:
- A. An act of harassment as defined in Wisconsin §947.013 or Hartford Municipal Code 41.947.013.
 - B. Disorderly conduct as defined in Wisconsin §947.01 or Hartford Municipal Code 41.947.01.
 - C. Crimes of violence as defined in Wisconsin §940.
 - D. Resisting or obstructing an officer as prohibited by Wisconsin §946.41 or Hartford Municipal Code 41.946.41
 - E. Indecent conduct as prohibited by Wisconsin §944.20 or Hartford Municipal Code 41.944.20.
 - F. Damage to property as prohibited by Wisconsin §943.01 or Hartford Municipal Code 41.943.01.

- G. The production or creation of noises disturbing the peace, as prohibited by Hartford Municipal Code 22.02(4)(h), 22.06(1), 22.06(2), or 340.0009.
- H. Discharge or improper possession of a dangerous weapon as prohibited by Wisconsin §941.23, 941.295, or Hartford Municipal Code 41.941.23, 41.941.295, or 41.02.
- I. Crimes involving illegal possession of firearms as defined in Wisconsin §941.23, 941.26, 941.28, 941.29 and 948.60.
- J. Trespass to land as defined in §943.13, or criminal trespass to dwelling as defined in Wisconsin §943.14 or Hartford Municipal Code 41.943.14.
- K. Loitering, obstructing a street or sidewalk, as prohibited by Hartford Municipal Code 41.03 and 41.13.
- L. Theft as defined in Wisconsin §943.20 or Hartford Municipal Code 41.943.20.
- M. Arson as defined in Wisconsin §943.02 or Hartford Municipal Code 41.943.02.
- N. Depositing rubbish as prohibited by Hartford Municipal Code 7.10(1), 22.02(5), and 26.07.
- O. Keeping a place of prostitution as defined in Wisconsin §944.34.
- P. Prostitution as prohibited by Wisconsin §944.30.
- Q. Soliciting prostitutes as prohibited by Wisconsin §944.32.
- R. Pandering as prohibited by Wisconsin §944.33.
- S. Procuring/Furnishing Intoxicants to Underage Persons as prohibited by Wisconsin §125.07(1)(a)(1) or as prohibited by Hartford Municipal Code 35.11(1)
- T. Permit Consumption by Underage Person as prohibited by Wisconsin §125.07(1)(a)(3) or as prohibited by Hartford Municipal Code 35.11(2).
- U. Possession/Consumption of Intoxicants by Underage Person as prohibited by Wisconsin §125.07(4)(b) or as prohibited by Hartford Municipal Code 35.11(8)
- V. Selling, offering for sale or giving away of any intoxicating liquors or fermented malt beverages without a license as prohibited by Wisconsin §125.04(1).
- W. Possession, manufacture, distribution or delivery of a controlled substance or related offenses as defined in Wisconsin §961.
- X. Maintaining a drug dwelling as defined in Wisconsin §961.42.
- Y. Illegal gambling as defined in Wisconsin §945.02.

- Z. Owning, keeping or harboring a dangerous animal or prohibited dangerous animal contrary to Hartford Municipal Code 26.08.

(3) **Procedures**

- A. When a premise meets the definition, and is declared a chronic nuisance, the authorized official shall provide written notice of the declaration to the premises owner. A courtesy copy will also be sent to the alderperson of the affected district. The Chronic Nuisance Premises Notice ("CNP Notice") shall be deemed delivered if sent either by first class mail to the premises owner's last-known address or delivered in person to the premises owner. If the premises owner cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the premises owner's usual place of abode in the presence of some competent member of the family at least 14 years of age, or a competent adult currently residing there and who shall be informed of the contents of the CNP Notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the CNP Notice is sent by first class mail to the last-known address of the owner as identified by the records of the City Assessor. The CNP Notice shall contain the following information:

- (1) Street address, parcel number or a legal description sufficient to identify the premises.
 - (2) A concise statement, including a description of the relevant activities supporting the determination that the premise is a chronic nuisance premises.
 - (3) A statement that the owner shall immediately notify the authorized official of any change in address to ensure receipt of future notices.
 - (4) A statement that the actual costs of future enforcement may be assessed as a special charge against the premises.
 - (5) A statement that the owner shall, within ten (10) days of the date the CNP Notice is mailed, contact the authorized official and schedule a meeting with that official to develop a written action plan to abate the nuisance, or notify the official in writing of the intention to appeal.
 - (6) A statement that the premises owner shall at all times comply with the fair housing requirements contained in Chapter 17, Article XIII, of the Hartford Municipal Code when considering any action against a tenant based upon a CNP Notice.
 - (7) A statement that additional violations will be subject to forfeitures described in Section 42.02(1) of the Hartford Municipal Code.
- B. In reaching a determination that a premises is a chronic nuisance premises, activities that were reported to the Police or other City departments by the premises owner or on-site premises manager shall not be included as nuisance activities.
- (1) Wisconsin §968.075, broadly defines "domestic abuse". Therefore, in reaching a determination that a premises is a chronic nuisance premises, activities that are

"domestic abuse" incidents pursuant to Wisconsin §968.075, shall not be included as nuisance activities unless the incidents have been reviewed by the Chief of Police and the Office of the City Attorney and a determination is made that, based upon the specific facts of each incident, the activities should be deemed nuisance activities. In determining whether to include such activities, the Chief of Police and Office of the City Attorney shall consider the strong public policy in favor of domestic victims reporting alleged abuses, and this ordinance shall not operate to discourage such reports.

- (2) If the owner responds to the CNP Notice with a written action plan to abate the nuisance, the authorized official may accept, reject or work with the owner to modify the action plan. The plan is acceptable if it can reasonably be expected to result in abatement of the nuisance activities described in the CNP Notice within fifteen (15) calendar days of the mailing of the CNP Notice in Section 3.)A.)5.).
 - (3) Premises owners shall be counseled regarding nuisance abatement methods and strategies and shall be encouraged to submit a comprehensive nuisance abatement action plan that considers alternatives to eviction in situations where eviction is not the sole remedy available to abate the nuisance activity.
 - (4) If the premises owner meets with the authorized official and presents an acceptable abatement action plan and implements the terms of the action plan, the authorized official will delay further enforcement of this ordinance, including cost recovery.
 - (5) If the premises owner ceases to cooperate with the efforts to abate the nuisance activities, the authorized official may reinstitute enforcement of this ordinance and the premises owner may be sent a change in status letter. This letter will document the authorized official's efforts to contact and/or obtain cooperation of the owner.
- C. Whenever the authorized official determines that any of the following have occurred:
- (1) A premises owner has failed to respond to the CNP Notice;
 - (6) Enforcement action for an additional nuisance activity has occurred at a premises for which notice has been issued pursuant to this ordinance and this enforcement action has occurred not less than fifteen (15) days after the CNP Notice has been issued in accordance with Section 3.)A.)5.); or
 - (2) An action plan submitted has not been completed;
- D. then the authorized official may calculate the actual costs of enforcement to abate this and any subsequent nuisance activities and may refer such cost to the City Finance Department so that the cost may be billed to the premises owner. The authorized official shall provide written notice to the premises owner of the decision to refer the cost of enforcement to the City Finance Department. The notice shall contain:

- a. The street address or legal description sufficient for identification of the premises.
- b. A statement that the authorized official has referred the cost of enforcement to the City Finance Department.
- c. A statement advising the owner that in addition to any other penalty imposed by this chapter for the continuance of a chronic nuisance property, the cost of abating a public nuisance by the city shall be collected as a debt from the owner, and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as other special taxes.
- d. A statement advising the owner each subsequent incident of enforcement action for nuisance activity shall be deemed a separate violation and costs will continue to be assessed until the nuisance is abated.

(4) **Penalties and remedies.**

- A. **Cost recovery.** The authorized official shall keep an accurate account of the cost of enforcement and shall report it to the City Finance Department. The Finance Director shall charge any premises owner found to be in violation of this section the costs of enforcement in full or in part. Such costs shall be billed to the premises owner by invoice sent by regular mail and must be paid within thirty (30) days of the date on the invoice. Any unpaid invoice shall be a lien on such premises and may be assessed and collected as a special charge pursuant to Wisconsin §66.0627. Pursuant to **Section 42.04 FEES**, of the Hartford Municipal Code, the Finance Director shall cause to be added an Administrative Fee for these **Special Assessment Letters of \$100.00** to the total cost of enforcement charged to the benefited premises owner in the invoice any time the premises is declared a chronic nuisance premises.
- B. **Suspension of cost recovery.** If after the receipt of a billing notice from the Finance Department, the premises owner develops an acceptable action plan and implements the plan, the authorized official may suspend further enforcement of this ordinance. The premises owner is still responsible for any enforcement costs incurred prior to the premises owner's submitting an action plan, including the administrative fee. If the premises owner ceases to cooperate with the efforts to abate the nuisance activities, the authorized official may reinstitute enforcement of this ordinance after sending the premises owner a change in status letter.

(5) **Forfeiture.** A forfeiture action may be commenced for each enforcement action for nuisance activity occurring after the premises has been declared a chronic nuisance premises. The forfeiture assigned for violations of this ordinance in **Section 42.02(1) BOND SCHEDULE** of the Hartford Municipal Code may be issued for each enforcement action.

(7) **Severability.** The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: Section 42.02(1) of the Hartford Municipal Code is hereby amended to include the following Bond Schedule for these violations:

<u>ORDINANCE</u> <u>NUMBER</u>	<u>OFFENSE</u> <u>DESCRIPTION</u>	<u>DEPOSIT</u> <u>AMOUNT</u>	<u>26%</u> <u>PENALTY</u> <u>ASSM'T</u>	<u>COUNTY</u> <u>JAIL</u> <u>ASSM'T</u>	<u>CRIME LAB</u> <u>DRUG FEE</u>	<u>MUNICIPAL</u> <u>COURT</u> <u>COSTS</u>	<u>TOTAL</u>
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41.23	Chronic Nuisance Premises						
	1 st	125.00	32.50	10.00	13.00	38.00	218.50
	2 nd	200.00	52.00	10.00	13.00	38.00	313.00
	3 rd	300.00	78.00	10.00	13.00	38.00	439.00

SECTION 4: Said adoption of Section 41.23 and amendments to Section 42.02(1) shall be effective upon passage and publication.

Signed:

Joseph C. Dautermann, Mayor

INTRODUCED: March 22, 2016
ADOPTED:

ATTEST:

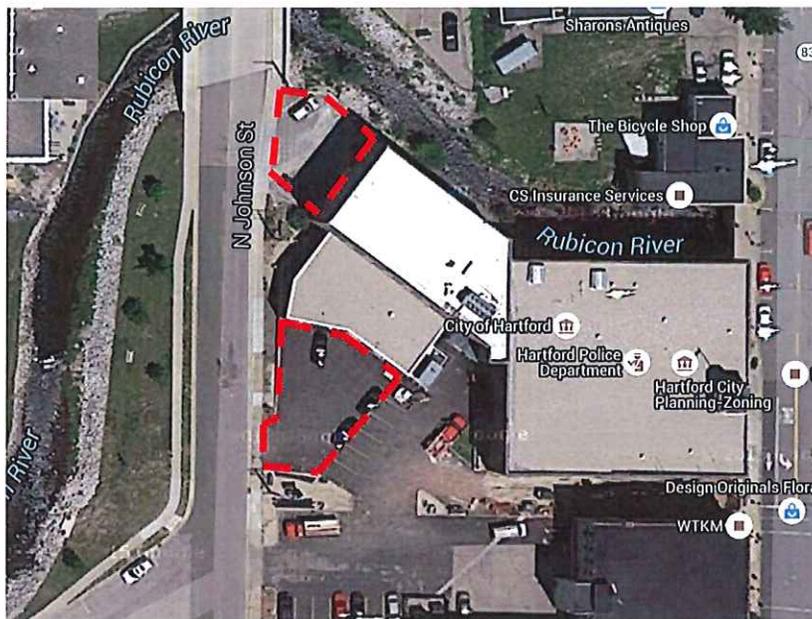
Lori Hetzel, City Clerk

EXECUTIVE SUMMARY

TITLE: Chapter 340.0014 (5) – PARKING RESTRICTIONS IN MUNICIPAL LOTS

BACKGROUND:

The portions of the municipally owned parking lots east of N. Johnson St. in the below map have been designed for police operational usage on a daily basis. The northern most section has been utilized for police parking since the completion of the remodeling project of 1984. The southern area was created in the recent City Hall/Police Department Renovation Project.



This redesign has necessitated revisiting Section 340.0014 of the Hartford Municipal Code entitled, *"PARKING RESTRICTIONS IN MUNICIPAL LOTS."*

Both of the areas intended to exclude parking of unauthorized vehicles for police department operational usage require the authority of an underlying ordinance and the proper posting of signage indicating these restrictions before these restrictions can become enforceable.

Section 340.0014(5) currently reads, *"The west three parking spaces in the north row of the City Hall Parking Lot shall be reserved for city-owned vehicles. (CREATED 04/26/05 – ORDINANCE NO. E-561)."*

These parking spots no longer exist.

FISCAL IMPACT:

The only fiscal impact of this project would be the cost of properly erecting signs giving notice of these restrictions. The northern area already has appropriate signage. The new area created by the renovation design would require a total of 2 signs. Each sign would cost approximately \$50, for a total fiscal impact not to exceed \$100.

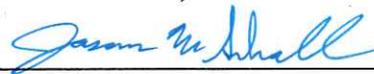
RECOMMENDATION:

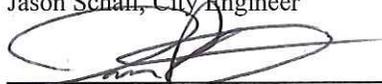
Staff recommends that Chapter 340.0014(5) of the **PARKING RESTRICTIONS IN MUNICIPAL LOTS** be repealed and recreating to read as follows:

“It is unlawful for any vehicle, other than an authorized police vehicle, to stop, stand or park in zones posted no parking police vehicles only. Violation may result in immediate impound if the vehicle impedes the authorized use of the zone.”

Staff also recommends that appropriate city staff be authorized to acquire and post signage in the unposted areas designated for police use only indicating this restriction.

PREPARED BY:  **DATE:** 02-18-16
David A. Groves, Chief of Police

REVIEWED BY:  **DATE:** 2-18-16
Jason Schall, City Engineer

REVIEWED BY:  **DATE:** 2-22-16
Ian Prust, City Attorney

APPROVED BY:  **DATE:** 2-18-16
Steven Volkert, City Administrator

Committee Routing: Finance and Personnel Committee - March 8, 2016
Common Council - March 22, 2016
April 12, 2016

ORDINANCE NO. 1347

AN ORDINANCE AMENDING SECTION 340.0014(5) TO REPEAL AND RECREATE THE SECTION TO INCLUDE A PROHIBITION OF PARKING UNAUTHORIZED VEHICLES IN A ZONE POSTED FOR PARKING POLICE VEHICLES ONLY.

WHEREAS, the Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, has previously designated in Section 340.0014(5) of the municipal code that, "*The west three parking spaces in the north row of the City Hall Parking Lot shall be reserved for city-owned vehicles*"; and,

WHEREAS, the parking spaces identified in this section no longer exist as a result of the recent City Hall/Police Department remodeling project; and,

WHEREAS, the Common Council deems it in the interest of public safety operations to codify a prohibition of parking unauthorized vehicles in locations that police vehicles must conduct daily operations.

NOW, THEREFORE, THE HARTFORD COMMON COUNCIL, WISCONSIN DOES ORDAIN AS FOLLOWS:

SECTION 1: Subsection **340.0014(5)**, regarding **PARKING RESTRICTIONS IN MUNICIPAL LOTS**, of the Hartford Municipal Code is hereby repealed and recreated to read as follows:

"It is unlawful for any vehicle, other than an authorized police vehicle, to stop, stand or park in zones posted no parking police vehicles only. Violation may result in immediate impound if the vehicle impedes the authorized use of the zone."

SECTION 2: Said amendments to Section **340.0014(5)**, shall be effective upon passage and publication.

Signed:

Joseph C. Dautermann, Mayor

INTRODUCED: March 8, 2016

ADOPTED:

ATTEST:

Lori Hetzel, City Clerk

EXECUTIVE SUMMARY

TITLE: Consulting Engineering Proposals for the design of a Stormwater Management Pond along South Wilson Avenue in the City of Hartford.

BACKGROUND: The Hunter's Ridge Developer's Agreement approved by the Common Council in 1996 required the developer to dedicate lands lying west of South Wilson Avenue, south of East Loos Street, north of East Lincoln Avenue, and east of Misty Meadows Boulevard to the City of Hartford for development of a future stormwater pond to be designed and installed by the City. The pond was never installed on this site. A new multi-family development is currently under construction on land covered by this Developer's Agreement on the east side of South Wilson Avenue just northeast of the proposed stormwater pond. As a result of the new development, the stormwater pond needs to be constructed for the development to meet stormwater management requirements.

Requests for Proposals were sent to six consulting engineering firms to provide engineering design services for the construction of the stormwater management pond on the property at the SW corner of South Wilson Avenue and East Loos Street. The proposed pond is anticipated to be sized to accommodate the runoff from the drainage area adjacent to the pond. The results for the submitted proposals were as follows:

Kunkel Engineering, Beaver Dam, WI	-	\$ 8,930.00
Ruekert-Mielke, Waukesha, WI	-	\$ 9,750.00
MSA Professional Services, Beaver Dam, WI	-	\$ 9,790.00
Snyder & Associates, Madison, WI	-	\$11,450.00
Gremmer & Associates, Fond du Lac, WI	-	\$17,800.00
Quam Engineering, LLC, West Bend, WI	-	\$21,000.00
SEH, INC., Milwaukee, WI	-	\$24,300.00

The proposed pond site does have an extensive area of wetlands surrounding it. The wetlands could pose some additional challenges to the design and construction of the proposed pond. After previously recommending Ruekert-Mielke for the project based on the proposals received, the Council asked for additional from Kunkel Engineering. I have since received additional information from Kunkel showing that they have completed a number of design projects involving wetlands and the necessary permitting. I believe Kunkel does have the knowledge and experience necessary to complete the design of this project.

FISCAL IMPACT: \$ 8,930.00 from the S. Wilson Stormwater Pond Capital Improvement Program Account No. 420.421.574726.59301 budget of \$65,000.00.

RECOMMENDATION: Appropriate City officials are authorized to accept the engineering design proposal from **Kunkel Engineering**, Beaver Dam, WI, dated February 26, 2016, for the design of a stormwater pond at the SW corner of S. Wilson Avenue and E. Loos Street at an estimated cost of \$ **8,930.00**.

PREPARED BY:



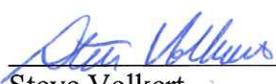
Jason W. Schall
City Engineer

3-17-16

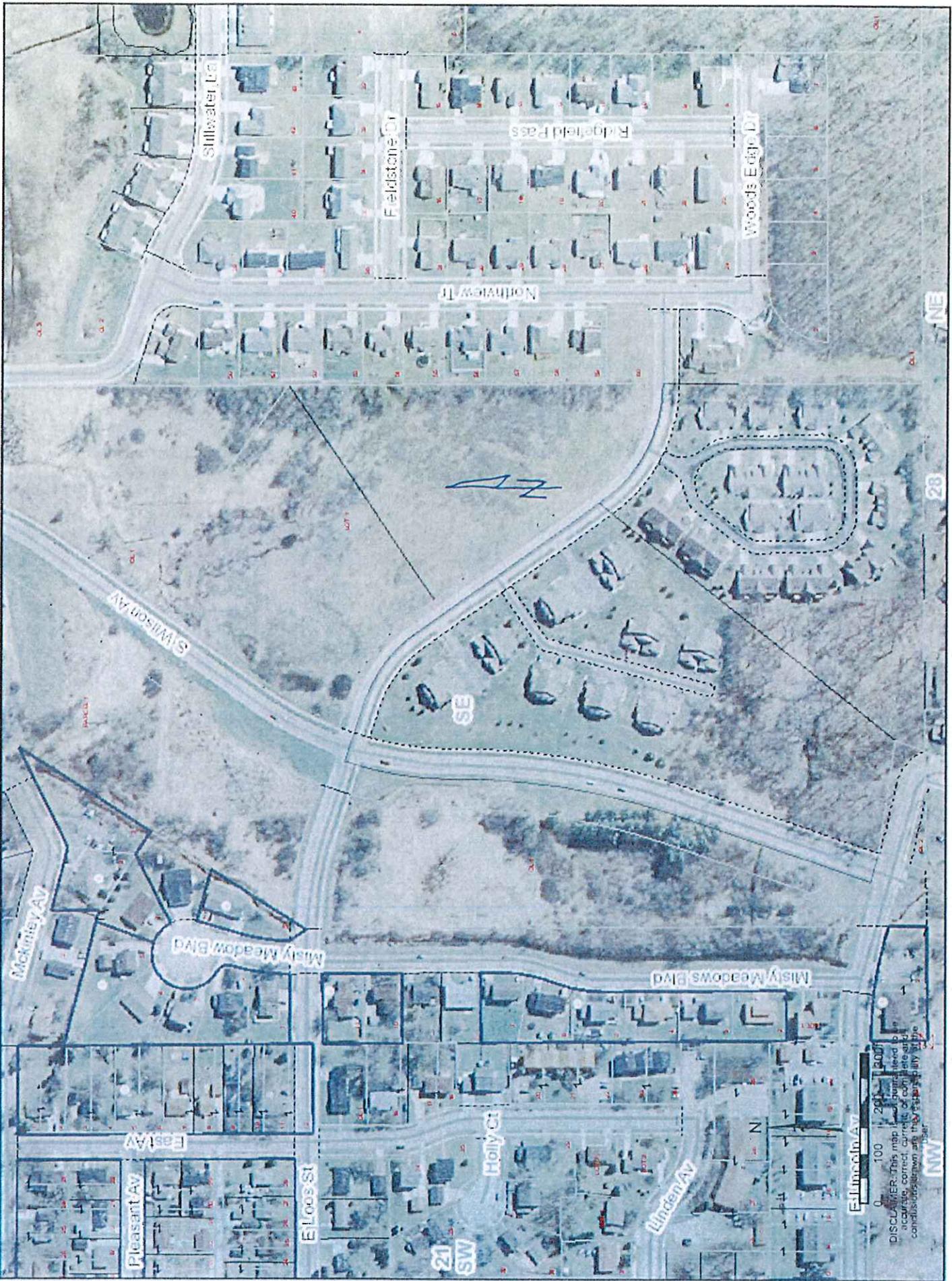
DATE

REVIEWED BY:  3-17-16
Darryl Kranz
Director of Public Works DATE

REVIEWED BY:  3/17/16
Dawn Timm
Finance Director/Treasurer DATE

APPROVED BY:  3/17/16
Steve Volkert
City Administrator DATE

ROUTING: Common Council - March 22, 2016



0 100 200 300
 Feet
 0 100 200 300
 Feet
 DISCLAIMER: This map is for informational purposes only and should not be used for any legal or financial decisions. The user assumes all responsibility for the accuracy, correctness, and completeness of the information shown on this map. The user agrees to hold the provider harmless for any errors or omissions.

NW

28

NE

21

SW

SW

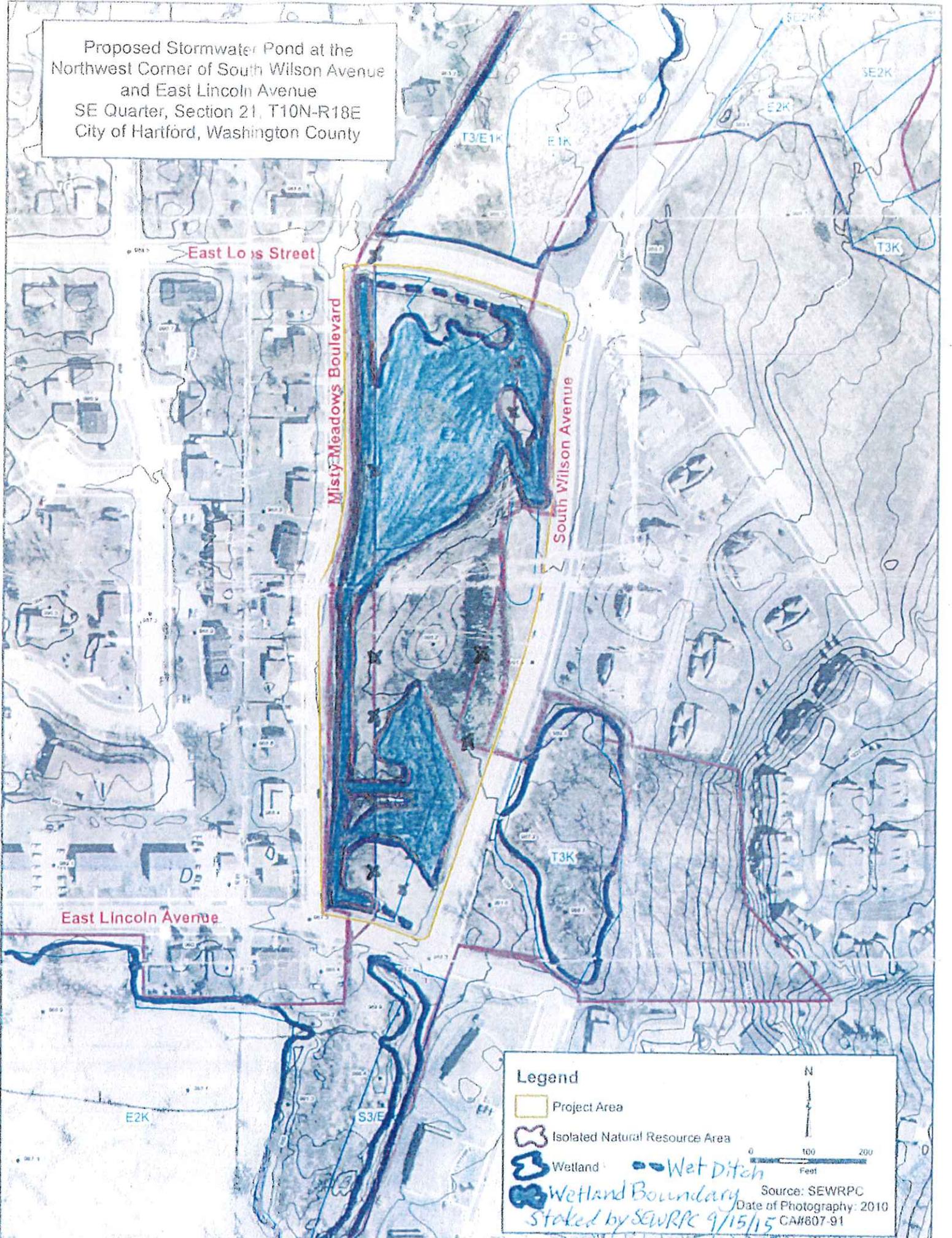
SW

SW

SW

SW

Proposed Stormwater Pond at the
 Northwest Corner of South Wilson Avenue
 and East Lincoln Avenue
 SE Quarter, Section 21, T10N-R18E
 City of Hartford, Washington County



Legend

- Project Area
- Isolated Natural Resource Area
- Wetland
- Wetland Boundary
- Wet Ditch

N
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 Source: SEWRPC
 Date of Photography: 2010
 Staked by SEWRPC 9/15/15 CA#607-91

EXECUTIVE SUMMARY

TITLE: State/Municipal Agreement for a State-Let Local Bridge Project between the Wisconsin Department of Transportation and the City of Hartford to replace the North Wacker Drive Bridge over the Rubicon River, WisDOT Project ID 2706-00-01/71.

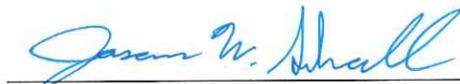
BACKGROUND: The North Wacker Drive Bridge is rated structurally deficient and functionally obsolete with a sufficiency rating of 30.9. The Wisconsin Department of Transportation notified the city last fall that they had approved the funding for the replacement of the North Wacker Drive Bridge; however they had not yet determined the timetable for funding under the Local Bridge Program. The project has now been selected for inclusion in the Local Bridge Program (FY2015-2020) for the year 2020. This project includes the replacement of the existing bridge structure on the current alignment. Approach work may include intersection work at N. Wacker Drive and W. Wisconsin Street due to the proximity of the intersection and the bridge. Additional work will include spot lighting, beam guard and bicycle/pedestrian accommodations.

The Wisconsin Department of Transportation has forwarded to the City of Hartford the attached State/Municipal Agreement for the bridge replacement on N. Wacker Drive with an estimated total cost of \$694,287.00. State/federal funds will pay 80% of the project design and construction costs up to a maximum of \$694,287.00 and the Municipality agrees to provide the remaining 20% and any funds in excess of the \$694,287.00 federal/state funding maximum according to the Local Bridge Program guidelines. If there are any non-participating costs, the City of Hartford would be responsible for 100% of those costs; however, at this time it does not appear there will be any non-participating costs.

FISCAL IMPACT: An estimated \$142,857.00 for the City of Hartford's 20% share of the \$694,287.00 estimated cost for this project. The City needs to fund this in the five-year Capital Improvement Program to cover the estimated costs.

RECOMMENDATION: Appropriate City officials are authorized to enter into a State/Municipal Agreement for a State-Let Local Bridge Project with the Wisconsin Department of Transportation, Project I.D. No. 2706-00-01/71, for the replacement of the North Wacker Drive Bridge over the Rubicon River in the City of Hartford.

PREPARED BY:



Jason W. Schall
City Engineer

3-10-16

Date

REVIEWED BY:

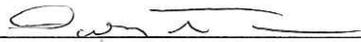


Darryl Kranz
Director of Public Works

3-10-16

Date

REVIEWED BY:



Dawn Timm
Finance Director/Treasurer

3/11/16
Date

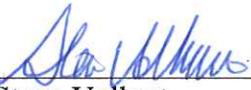
REVIEWED BY:



Ian Prust
City Attorney

3/14/16
Date

APPROVED BY:



Steve Volkert
City Administrator

3/17/16
Date

ROUTING: Common Council - March 22, 2016



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT**

**Program Name: Local Bridge
Sub-program #: 205**

Date: March 3, 2016
I.D.: 2706-00-01/71
Road Name: N Wacker Drive
Bridge ID: P-66-0709
Location: City of Hartford
Limits: Bridge over Rubicon River
County: Washington
Project Length: 275 feet
Facility Owner: City of Hartford
Project Sponsor: City of Hartford

The signatory, City of Hartford, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Bridge P-66-0709 is located on N Wacker Dr and passes over the Rubicon River. It is rated structurally deficient and functionally obsolete with a sufficiency rating of 30.9. It has an NBI rating of 4 for structural evaluation and superstructure and 2 for deck geometry. The current bridge has significant cracking, spalling and delamination on the abutments. N Wacker Dr is classified as a minor arterial with an ADT of 5,200. No sidewalk and bicycle/pedestrian accommodations are present. An at-grade railroad crossing is within 1,000ft of the project termini.

Proposed Improvement - Nature of work: Bridge Replacement. The proposed work is to replace the bridge on the existing alignment. Approach work may include intersection work at N Wacker Dr and W Wisconsin St due to the proximity of the intersection and the bridge. Additional work will include spot lighting, beam guard and bicycle/pedestrian accommodations.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **Non-participating items determined in design.**

The Municipality agrees to the following 2015-2020 Local Bridge program project funding conditions:

Project design and construction costs are funded with 80% federal/state funding up to a maximum of \$551,430 when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$551,430 federal/state funding maximum according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2020. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2015-2020 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 2706-00-01					
Design	\$64,600	\$51,680	80%	\$12,920	20% + BAL
WisDOT Review	\$21,562	\$17,250	80%	\$4,312	20% + BAL
ID 2706-00-71					
Participating Construction	\$538,500	\$430,800	80%	\$107,700	20% + BAL
Non-Participating Construction	\$5,000	\$0	0%	\$5,000	100%
WisDOT Review	\$64,625	\$51,700	80%	\$12,925	20% + BAL
Total Est. Cost Distribution	\$694,287	\$551,430		\$142,857	

In accordance with Local Bridge program guidelines, this project has a federal funding cap of \$551,430. This federal funding cap applies to all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Hartford** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title SE Region Planning Chief	Date
------	--------------------------------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

- a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All applicable DBE requirements that the State specifies.
- g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
- h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
- i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2015-2020 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible bridge items: **Concrete form liners, concrete stain and other items required per environmental document.**
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2015-2020 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: Non-participating items determined in design.
8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
10. Work to be performed by the Municipality without Federal/State funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
13. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2015-2020 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
15. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
16. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under General Highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that now such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 20. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

21. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
22. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. **Non-Appropriation of Funds:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
24. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

25. The Municipality agrees to the following 2015-2020 Local Bridge Program project funding conditions:
 - a. ID 2706-00-01: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 2706-00-71: Construction:
 - i. Costs for Describe participating construction items: are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).
 - ii. Non-participating costs for items determined in design are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).
 - c. **Project Cap:** In accordance with Local Bridge program guidelines, this project has a federal funding cap of **\$551,430**. This federal funding cap applies to all federally funded project phases.

[End of Document]

UNANIMOUS

CONSENT

AGENDA

ITEMS

**CITY OF HARTFORD
COMMON COUNCIL
March 8, 2016**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, March 8, 2016, 7:00 p.m., in the Common Council Chambers of Hartford City Hall, 109 North Main Street, Mayor Joseph Dautermann presiding.

PLEDGE OF ALLEGIANCE

The Police Department Honor Guard presented the colors. Mayor Dautermann led the Common Council in the Pledge of Allegiance.

ROLL CALL

The Mayor and all Alderpersons were present.

UNANIMOUS CONSENT AGENDA

MOTION by Alderperson Randolph, and seconded by Alderperson Meyer that the following items on the unanimous consent agenda are approved by the Common Council:

1. The minutes of February 9, 2016 and February 23, 2016.
2. Authorizing appropriate City officials to enter into a contract with Northway Fence, Menomonee Falls, for the installation project of installing a new backstop at Independence Park for a total cost not to exceed \$11,700.
3. Authorizing appropriate City officials to purchase 30,000 feet of 1/0 28kV primary underground cable from RESCO at a cost not to exceed \$60,000.
4. Authorizing appropriate City officials to purchase 46 utility poles from Bell Lumber and Pole Company at a cost not to exceed \$25,932. MOTION CARRIED UNANIMOUSLY.

COMMUNICATIONS

There will be a Mid-Moraine dinner meeting on Wednesday, March 23, 2016, with the Village of Fredonia the host community. Any elected official wanting to attend should contact the Clerk's office.

APPEARANCES / CITIZENS COMMENTS

Police Chief Groves presented departmental commendations/service awards to several police officers in recognition of their exemplary actions and work efforts.

Library Director Jennifer Einwalter presented an overview of library activity and usage in 2015.

ALDERMANIC REQUESTS

Aldersperson Michalak reported that County Board Chairperson Herb Tennes will be retiring after 50 years of service as a Washington County Board Supervisor, many years as Board Chairperson. He congratulated Mr. Tennes on his retirement. Aldersperson Meyer thanked Police Chief Groves and his staff for inviting the Mayor and Alderspersons to their mini academy which is taking place this week. Aldersperson Hegy mentioned that the Mid-Moraine Legislative Committee will be meeting March 9th, 7:00 p.m., at the Jackson Village Hall. Aldersperson Rusniak requested that on behalf of the Common Council a letter be sent to Herb Tennes congratulating him on his retirement. Aldersperson Mixon noted that she attended a session of the mini academy which was an excellent presentation and well attended.

RESOLUTIONS

Resolution No. 3444

A PRELIMINARY RESOLUTION FOR THE LEVYING OF SPECIAL ASSESSMENTS UNDER SECTIONS 66.0703 AND 66.1109, WIS. STATS., FOR PURPOSES OF FUNDING A BID OPERATING PLAN IN THE CITY OF HARTFORD CENTRAL BUSINESS DISTRICT

MOTION by Aldersperson Randolph, and seconded by Aldersperson Carroll for the adoption of proposed Resolution No. 3444. MOTION CARRIED UNANIMOUSLY.

Resolution No. 3445

A RESOLUTION PROVIDING FOR THE PUBLICATION, FILING, INSPECTION AND ADOPTION OF AN ORDINANCE REPEALING AND RECREATING CHAPTER 4 OF THE MUNICIPAL CODE ENTITLED CITY ADMINISTRATION

City Attorney Ian Prust reviewed the changes being proposed to Chapter 4, and responded to questions.

MOTION by Aldersperson Hegy, and seconded by Aldersperson Carroll for the adoption of proposed Resolution No. 3445. MOTION CARRIED UNANIMOUSLY.

**ORDINANCES
(First Reading)**

Ordinance No. 1344

AN ORDINANCE AMENDING SECTION 33.07 OF THE MUNICIPAL CODE REGARDING REGULATION OF TRANSIENT MERCHANTS

City Administrator Steve Volkert reviewed the proposed changes to Chapter 33 which relate to salable times, and limiting where transient merchants can sell when the location might cause conflict with competing permanent businesses.

MOTION by Alderperson Mixon, and seconded by Alderperson Meyer to suspend the rules for immediate consideration of proposed Ordinance No. 1344. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Michalak, and seconded by Alderperson Kohler for the adoption of proposed Ordinance No. 1344. MOTION CARRIED UNANIMOUSLY.

CITY ADMINISTRATOR'S REPORT

Engineering Proposals for Design of Stormwater Management Pond

Requests for Proposals were sent to six consulting engineering firms to provide engineering design services for the construction of the stormwater management pond on the property at the SW corner of South Wilson Avenue and East Loos Street. The proposal from Ruckert-Mielke was the most complete and their staff has the knowledge and experience on stormwater management and wetland regulations needed for this project and therefore is being recommended even though it was not the low bid.

Alderperson Michalak questioned whether the low bidder would be able to do the job, mentioning that Ruckert-Mielke has given inaccurate estimates in the past. He suggested tabling this item pending additional information from the low bidder. City Engineer Schall responded to questions relating to the project.

MOTION by Alderperson Michalak, and seconded by Alderperson Mixon tabling to the March 22nd Common Council meeting the engineering proposals for the design of a stormwater pond at the SW corner of South Wilson Avenue and East Loos Street, pending additional information. MOTION CARRIED UNANIMOUSLY.

CLOSED SESSION

MOTION by Alderperson Mixon, and seconded by Alderperson Carroll that the Common Council move into closed session at 7:58 p.m. under § 19.85 (1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session" relative to proposals for development; the Common Council to reconvene in open session for adjournment only.

ROLL CALL: "Ayes" 9 "Nays" 0. MOTION CARRIED UNANIMOUSLY.

RETURN TO OPEN SESSION

MOTION by Alderperson Mixon, and seconded by Alderperson Kohler to return to open session. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT

MOTION by Alderperson Mixon, and seconded by Alderperson Randolph for adjournment. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,
Lori Hetzel, City Clerk

LH:pb
CCMAR8.16
Compiled by Pat Borlen, Deputy Clerk

EXECUTIVE SUMMARY

TITLE: Wheelock Avenue Reconstruction Project (E. Monroe Avenue to E. Lincoln Avenue) Bid of March 8, 2016.

BACKGROUND: The Wheelock Avenue reconstruction project, between East Monroe Avenue and East Lincoln Avenue, bid includes the reconstruction of approximately 1,363 LF of roadway. The scope of this project includes approximately 740 LF of 8" water main replacement, 650 LF of 1" copper water service replacement, 770 LF of 12" storm sewer installation, 1,470 LF of 12" CIPP sanitary sewer lining and three 12" PVC Sanitary Sewer Spot Repairs, 450 LF of concrete curb & gutter replacement, 3,500 SF of concrete sidewalk replacement, and 1,500 tons of binder and surface asphalt concrete.

The Bids received were as follows:

Town & Country Construction	\$ 471,701.75
Mueller Excavating	\$ 476,640.00
Heartland Construction	\$ 517,037.00
Woleske Construction	\$ 569,115.00

The original plans for the sanitary sewer improvements on the Wheelock Avenue reconstruction project included approximately 300 feet of sewer mainline replacement known to have some issues. The amount of \$45,000.00 was included in the CIP to replace this section of pipe. However, after televising the sewer line it was confirmed that the pipe would need three spot repairs and additional areas would need to be cleaned and grouted. The entire length of sanitary sewer in the project area should be lined (approximately 1,470 LF) and laterals with significant mineral deposits should be cleaned. The bid proposal included these additional improvements causing the bid amount for sanitary sewer improvements to be over budget.

The low bidder, Town & Country Construction, of Mayville, Wisconsin, has previously done work for the City including the 2013 Summit Street Reconstruction between West Sumner Street and West Monroe Avenue, and the 2011 & 2012 Sanitary Sewer Manhole Repairs & Replacement projects. They have performed many other sanitary sewer and water main projects for the City of during the past several years. The company has a good history of completing projects on time and has been performed well on all municipal projects.

FISCAL IMPACT: **\$222,600.00** from the \$222,600.00 budgeted for the 2016 CIP Wheelock Avenue Resurfacing project under Account No. 100.301.533900.59301; **\$158,000.00** from the \$158,000.00 budgeted for the 2016 CIP Wheelock Avenue Watermain Replacement project under Account No. 532.001.187100.18700; and **\$91,101.75** from the \$45,500.00 budgeted for the 2016 CIP Wheelock Avenue Sanitary Sewer Repairs under Account No. 595.370.536259.59301.

RECOMMENDATION: Authorizing appropriate City officials to enter into a contract with Town & Country., W2899 Dunn Road, Mayville, WI 53050, for the 2016 Wheelock Avenue Reconstruction project in the estimated bid amount of **\$471,701.75**.

PREPARED BY: Jason W. Schall 3-10-16
Jason W. Schall
City Engineer DATE

REVIEWED BY: Darryl Kranz 3-10-16
Darryl Kranz
Director of Public Works DATE

REVIEWED BY: Dave Piquett 3-10-2016
Dave Piquett
Plant and Collection Systems Director DATE

REVIEWED BY: Brian Rhodes 3-10-2016
Brian Rhodes
Director of Utilities DATE

REVIEWED BY: Dawn Timm 3-10-16
Dawn Timm
Finance Director/Treasurer DATE

REVIEWED BY: Ian Prust 3-14-16
Ian Prust
City Attorney DATE

APPROVED BY: Steve Volkert 3-17-16
Steve Volkert
City Administrator DATE

ROUTING: Common Council - March 22, 2016

SECTION 8:00

PROPOSAL

PROPOSAL

OF: Town & County Underground Utility Construction, Inc.
Company Name

FOR:

Installation of Sanitary Sewer, Water Main, Storm Sewer, Curb & Gutter, Sidewalk and Asphalt as shown on the plans. The project is known officially as the **2016 WHEELOCK AVENUE RECONSTRUCTION PROJECT (MONROE AVENUE TO LINCOLN AVENUE), HARTFORD, WISCONSIN.**

NOTE:

ANY CONDITIONS OR QUALIFICATIONS ADDED TO THIS PROPOSAL FORM BY THE BIDDER MAY RESULT IN REJECTION OF THE SAME AS NOT RESPONSIBLE TO THE ADVERTISEMENT AND INSTRUCTION TO BIDDERS.

TO: ENGINEERING DEPARTMENT
City Hall
109 North Main Street
Hartford, WI 53027

In submitting this Proposal, the BIDDER accepts all of the terms and conditions of the Instructions to Bidders, the Contract Documents, including without limitation those dealing with disposition of Bid security, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

111

3/1/16

BIDDER has examined the local conditions affecting the work, all the contract documents, the site of the work, and hereby proposes and agrees:

8:01 BID PRICE

To furnish all labor, material, tools, equipment, utility and transportation services, insurance, obtain permits and everything necessary to perform and complete, in a workmanlike manner, the appurtenances in accordance with

8:05 BID SCHEDULE

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	<u>TOTAL PRICE</u>
1.	Traffic Control	L.S.	\$ <u>3,500.00</u>	1	\$ <u>3,500.00</u>
2.	Erosion Control	L.S.	\$ <u>1,500.00</u>	1	\$ <u>1,500.00</u>
3.	8" P.V.C. Sanitary Sewer Spot Repairs	Each	\$ <u>15,000.00</u>	3	\$ <u>45,000.00</u>
4.	6" P.V.C. Sanitary Sewer Laterals	L.F.	\$ <u>25.00</u>	100	\$ <u>2,500.00</u>
5.	8" CL 52 D.I. Water Main Replacement	L.F.	\$ <u>61.00</u>	740	\$ <u>45,140.00</u>
6.	6" CL 52 D.I. Water Main Replacement	L.F.	\$ <u>78.50</u>	35	\$ <u>2,147.50</u>
7.	8" Gate Valve & Box (Complete)	Each	\$ <u>1,500.00</u>	1	\$ <u>1,500.00</u>
8.	6" Gate Valve & Box (Complete)	Each	\$ <u>1,000.00</u>	1	\$ <u>1,000.00</u>
9.	1" Water Main Service, Corporation and Tap (Complete)	Each	\$ <u>250.00</u>	19	\$ <u>4,750.00</u>
10.	1" Curb Stop with Box & Extension Rod (Complete)	Each	\$ <u>300.00</u>	19	\$ <u>5,700.00</u>
11.	1" Copper Water Service	L.F.	\$ <u>54.00</u>	650	\$ <u>35,100.00</u>
12.	Hydrant Assembly (Includes Lead, Valve, & Box)	Each	\$ <u>5,000.00</u>	1	\$ <u>5,000.00</u>
13.	Hydrant Removal (Salvage)	Each	\$ <u>1,500.00</u>	1	\$ <u>1,500.00</u>
14.	2" Polystyrene Insulation	L.F.	\$ <u>5.00</u>	25	\$ <u>125.00</u>
15.	12" Storm Sewer N-12 H.D.P.E Dual Wall	L.F.	\$ <u>43.00</u>	770	\$ <u>33,110.00</u>

30.	Excavation Below Subgrade / Breaker Run (Undistributed Quantity)	C.Y.	\$ <u>32.26</u>	400	\$ <u>12,904.00</u>
31.	12" Sanitary Sewer CIPP	L.F.	\$ <u>34.00</u>	1,470	\$ <u>49,980.00</u>
32.	Sanitary Sewer Lateral Cleaning	Each	\$ <u>475.00</u>	33	\$ <u>15,675.00</u>
33.	Sanitary Sewer Lateral Grouting	Each	\$ <u>265.00</u>	33	\$ <u>8,745.00</u>

TOTAL BID _____ \$ 471,701.75

TOTAL BID IN WORDS Four hundred seventy one thousand seven hundred one
dollar and seventy five cents

PROPOSAL SECTION

IN WITNESS WHEREOF, this proposal is executed this 8th day of March, 2016.

Town & Country Underground Utility
(Official name of firm) Construction, Inc.

W2899 Dum Road, Mayville, WI 53050
(Official address)

By: Darren K Mucke (SEAL)
Darren K. Mucke President

Attested By: Wendall W Mucke (SEAL)
Wendall W Mucke Secretary

STATE OF WISCONSIN)
Dodge) SS.
~~WASHINGTON~~ COUNTY)

The foregoing instrument was acknowledged before me this 8th day of March, 2016, by Darren K. Mucke, President and Wendall W. Mucke, Secretary

Cathy Billington
Cathy Billington (Type/Print Name)
Notary Public, Dodge County

My Commission expires: 9/11/16

The above if:

- A partnership must be signed by all partners.
- A corporation must be signed by President and Secretary.
- An individual must be signed by the individual.

the Product. The Installer must have successfully installed at least 75,000 feet of the Product in a U.S. wastewater collection system. These installations must have had a combined total of 750 successfully internally reinstated lateral connections.

The final decision to accept or reject the Product/Manufacturer/Installer lies solely with the Owner.

03. VIEWING CLOSED CIRCUIT VIDEOTAPES

The City has televised the sewer lines to be rehabilitated. The Contractor, prior to bidding the Project, is required to view the television records and make judgment as to the ability of the proposed rehabilitation method to perform satisfactorily without the need for excavation or point repair. Videotapes are available at the City Engineer's office by contacting Jason Schall at (262) 673-8263.

A written log of the videotape will be made available to those persons wishing to review the tape.

The Contractor must make his or her own judgment as to the condition of the sewer mains and must not rely on the description provided on the sewer logs. The City will accept no responsibility for the accuracy of any information provided on the video logs.

The Contractor is required to provide a signature confirming he has viewed the tape and provide detailed information regarding any area which he feels cannot be rehabilitated using the proposed technology without performing pipe repairs. The cost of any necessary repairs identified by viewing the videotape shall be considered separate to the rehabilitation and a separate contractor, hired by the City, shall make these repairs.

The Contractor shall not be held responsible for information not on the videotape to the extent the information or condition was not otherwise evident or could not have been anticipated through other means prior to the time of bid acceptance.

04. CERTIFICATION OF FAMILIARIZATION

All Contractors are required to familiarize themselves with the location of the sewer lines and manholes and view the City's closed circuit videotape of the sewer lines to be rehabilitated.

Sign here to indicate that the videotape has been viewed and that the Contractor is familiar with the sewer line and manhole locations:

Chad Guenther Town + Country
Chad Guenther (Signature)
3-8-2016

Has the Bidder observed any obstructions or irregularities which would cause difficulty in rehabilitation using the technology you are proposing? None

If so, on a separate sheet list the specific problems and explain the potential difficulties and corrective measures to be performed by the Contractor. This sheet must be included in the sealed package. Costs for correcting these obstructions and irregularities must be included with the Bid. There will be no additional compensation for correction of these or any other obstructions or

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name <i>NONE</i>			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer <i>Darren K. Muche</i>			
Authorized Officer Signature <i>Darren K. Muche</i>		Date Signed <i>3/8/16</i>	
Corporation, Partnership or Sole Proprietorship Name <i>Town & Country Underground Utility Construction, Inc.</i>			
Street Address or P O Box <i>W2899 Dunn Road</i>	City <i>Mayville</i>	State <i>WI</i>	Zip Code <i>53055</i>

If you have any questions call (608) 266-6861

EXECUTIVE SUMMARY

TITLE: Farm Land Lease of Land Acquired from Richard Beine for Future Park Site.

BACKGROUND: The City of Hartford acquired approximately 26.79 acres from the Richard and Keren Beine in 2003 for a future community park (Southwest Park) site. Approximately 24.6 acres of this 26.79 acre parcel is tillable farm land and suitable for agricultural purposes. An agreement was made with the Beines to allow them to farm the land until the site was developed for the park and; if they decided to stop farming themselves, they could have rented the land and obtained rental income through 2011. The Beines farmed the land up to last year and no longer plan to farm the land. A condition of the sale also stipulated the land will only be used for farming or future parkland by the City.

The City of Hartford requested proposals to lease this farmland located on the perimeter of the City of Hartford along Pond Road. The Lease will be for a full term of one (1) year from the 1st day of April and terminating on March 31, 2017, automatically renewing unless notice is given by either party. The City received the following three proposals for the farm land lease:

Larry Kreilkamp, Rubicon, WI	\$200.00 /acre
Klink Diversified Ag, LLC, Rubicon, WI	\$130.00 /acre
David Doll, Hartford, WI	\$121.00 /acre

FISCAL IMPACT: Land rental fee revenue of \$4,920.00 per year for the Park Fund.

RECOMMENDATION: Appropriate City officials are authorized to enter into a *one-year* farm land lease at the Future Southwest Park Site with Larry Kreilkamp for \$4,920.00 per year for 24.6 acres of tillable land.

PREPARED BY: Jason W. Schall 3-16-16
Jason Schall
City Engineer
Date

REVIEWED BY: Mike Hermann 3/16/16
Mike Hermann
Parks and Recreation Director
Date

REVIEWED BY: [Signature] 3-16-16
Ian Prust
City Attorney
Date

APPROVED BY: Steve Volkert 3-17-16
Steve Volkert
City Administrator
Date

ROUTING: Common Council - March 22, 2016

FARM LAND LEASE

THIS AGREEMENT made and entered into as of the _____ **2016** by and between the **CITY OF HARTFORD**, a municipal corporation, existing by and under the authority of the laws of the State of Wisconsin hereinafter referred to as "Lessor", and **LARRY KREILKAMP**, W846 County Road N, Rubicon, WI 53078, hereinafter referred to as "Lessee".

Confirms that the Lessor, for and in consideration of the rents and covenants hereinafter mentioned, and paid to and performed by the Lessee, does lease approximately 24.6 tillable acres of land located *on the perimeter of the City of Hartford along Pond Road*, more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of Section 30, Township 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin; thence along the North line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 30 and along the centerline of Pond Road, N 89° 56' 45" E, 2,275.58 feet to the POINT OF BEGINNING; thence continuing along said North line and centerline, N 89° 56' 45" E, 155.01 feet; thence along the West line of CSM Map No. 1397, S 00° 33' 00" E, 275.00 feet to the SW corner of said CSM No. 1397; thence along the South line of said CSM No. 1397, N 89° 56' 45" E, 180.00 feet to the SE corner of said CSM No. 1397; thence along the East line of said CSM No. 1397, N 00° 33' 00" W, 275.00 feet to a point on the North line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 30; thence along said North line, N 89° 56' 45" E, 33 feet to the NE corner of said Section 30; thence along the East line of the NE $\frac{1}{4}$ of said Section 30, S 00° 33' 00" E, 2,357.93 feet; thence S 89° 53' 08" W, 703.02 feet; thence N. 00° 33' 00" W, 1,040.38 feet to a point on the North line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 30; thence along said North line, N 89° 53' 08" E, 335.01 feet; thence N 00° 33' 00" W, 1,317.94 feet to the POINT OF BEGINNING.

See attached map, Schedule "A", made a part hereof for legal description purposes. This area is based on the best information available to determine actual tillable farmland suitable for planting and harvesting crops.

Lessee shall rent said premises for and during the full term of one (1) year from and after the **first day of April, 2016**, and terminating on **March 31, 2017**.

Lessee herewith agrees to use the land for agricultural purposes only and to pay as rent the sum of **Four Thousand nine hundred twenty dollars (\$4,920.00)** per year *(based on 24.6 acres @ \$200.00/acre for land)*. **Lessee is to pay one-half of the land rent (\$2,460.00) prior to April 1, 2016 and one-half of the land rent (\$2,460.00) prior to November 1st of each year.**

Lessee will pay all farming expenses of every kind and description, and such sowing and planting and all other expenses of every kind, including harvesting of said crops. Lessee will use this land in a manner consistent with good farming practices as followed in the area which the land is located. Lessee will preserve established water courses, drain tiles, tile outlets, grass, waterways, and terraces, and refrain from any operation that will injure them. Land subject to serious erosion is not to be fall plowed. Lessee will cut noxious weeds before they go to seed. Lessee will cut weeds along road whenever necessary to prevent reseeding. Lessee will neither assign this Lease to any person or persons nor sublet any part of the real estate for any purpose without the written consent of the Lessor. Lessee will yield peaceable possession of the farm at the termination of this Lease. All alterations,

additions and improvements to the premises shall be made only upon the written approval of Lessor at Lessee's sole cost and expense.

The Lessor or anyone designated by it shall have the right of entry at any mutually convenient time to inspect the property and/or the farming methods being used. Lessee shall have the right of entry for the purpose of harvesting crops seeded before the termination of the Lease in accordance with normal farm practices, or to sell their interest in such crops either to the landowner or to the succeeding renter.

Lessee and Lessor hereby acknowledge receipt of a correct copy of the foregoing instrument

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals as hereinafter shown.

LESSOR:

LESSEE:

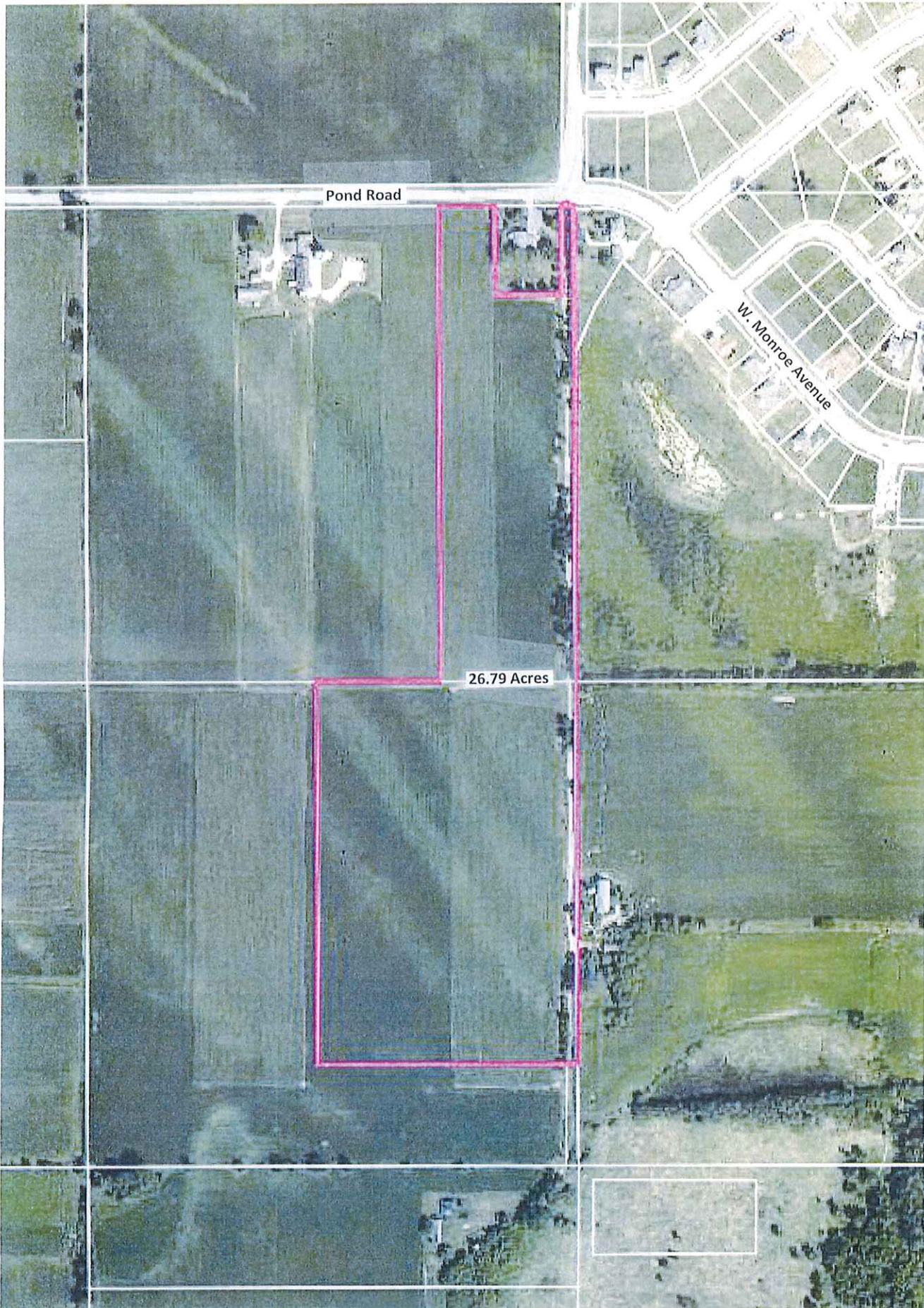
By: _____
Joseph C. Dautermann, Mayor

By: _____

By: _____
Lori Hetzel, City Clerk

Dated: _____

Dated: _____



SCHEDULE "A"

Individual Park Maps & Recommendations

Southwest Park Site (Beine Farm Park)

26.79 acres

Park Classification

Community Park

Existing Features

None



Parcel History

The site was obtained to address southwest residential growth. A master park plan was developed in 2009. The City retained Rettler Corporation as a design consultant. The plan included Club stakeholders in the area of youth sports as the primary focus was to address field shortage for basketball, soccer, and football. The master plan provides future vision and a capital improvement plan.

Acquired in 2003 from Richard and Karen Beine.

Park Improvement Recommendations

- One football / soccer field full size for 6th, 7th, and 8th grade practice.
- Parking in two areas one 136 spaces the other 52 spaces.

- Two soccer fields.
- Four Season Shelter.
- One regulation baseball and one softball field
- Consider additional land acquisition to insure that the park meets Community Park size.
- The remaining portions of the park will need standard neighborhood park facilities:
- Rest rooms
- Play structures
- Picnic areas
- Picnic Shelter
- Open space for un-programmed play or soccer practice and detention ponds
- Sand volleyball
- Basketball court
- Consider a community build project
- Link to or expand to Maple Park

EXECUTIVE SUMMARY

TITLE: Construction Inspection Services for the Reconstruction of Branch Street/Union Street (STH 83, South) from Monroe Avenue to Sumner Street.

BACKGROUND: Strand Associates is working with the Wisconsin Department of Transportation doing the construction inspection for the street and storm sewer portion of the 2016 Reconstruction of STH 83 from Monroe Avenue to Sumner Street. The City wishes to also have Strand Associates provide the sanitary sewer and water main construction staking and inspection services during this project. Strand Associates are familiar with DOT requirements and standards and will provide accurate record drawings. This project is scheduled to start on April 4, 2016. It is in the City's best interest to accept Strand Associates proposal which is based on the hourly cost of construction staking and inspection for the underground utility work assuming 8-hour days plus travel time. They have estimated 6 days of construction staking including all expenses at an estimated fee of \$4,663.68 and 40 days of construction inspection work at an estimated fee of \$33,840.00, including all expenses.

FISCAL IMPACT: **\$5,800.00** from the budgeted \$70,000.00 Wastewater Account No. 595.370.536253.59301 and **\$32,703.68** from the budgeted \$395,000.00 Water Utility Account No. 532.001.187100.18700 under the Branch/Grand Reconstruction Capital Improvement Program.

RECOMMENDATION: Appropriate City officials are authorized to accept the staking and construction inspection proposal from **STRAND ASSOCIATES, 126 N. Jefferson Street, Suite 350, Milwaukee, Wisconsin 53202**, dated March 3, 2016 for the STH 83 Reconstruction Project (Monroe Avenue to Sumner Street) at an estimated cost of **\$38,503.68**.

PREPARED BY: Jason W. Schall 3-11-16
Jason W. Schall DATE
City Engineer

REVIEWED BY: Brian Rhodes 3-14-16
Brian Rhodes DATE
Utility Director

REVIEWED BY: Dave Piquett 3-11-16
Dave Piquett DATE
Sewer Utility

REVIEWED BY: Dawn Timm 3-11-16
Dawn Timm DATE
Finance Director/Treasurer

APPROVED BY: Steve Volkert 3-17-16
Steve Volkert DATE
City Administrator

ROUTING: Common Council - March 22, 2016



OWNER REVIEW

Strand Associates, Inc.[®]
126 N. Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414-271-0771
(F) 414-271-8312

DRAFT

March 3, 2016

City of Hartford
109 N. Main Street
Hartford, WI 53027

Attention: Mr. Jason Schall, City Engineer

Re: Agreement for Construction-Related Services
STH 83 (E. Monroe Avenue to Sumner Street) Sanitary and Water Utility Upgrades Inspection

This is an Agreement between the City of Hartford, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Construction-Related Services (Services) for the STH 83 (E. Monroe Avenue to Sumner Street) Sanitary and Water Utility Upgrades Inspection project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Sanitary and Water Construction Staking Services

Perform up to 48 hours (six days) of construction staking for the general location, alignment, elevation, and grade of the work.

Construction-Related Services

1. Provide contract administration services including the following:
 - a. Review contractor's shop drawing submittals.
 - b. Interpret and clarify Contract Documents.
 - c. Provide general engineering services under the authority given to ENGINEER in the Contract Documents.
 - d. Participate in project closeout.
2. Provide up to 360 hours (40 days) of full-time resident project representative services. In furnishing observation services, ENGINEER's efforts shall be directed toward determining for OWNER that the completed PROJECT will, in general, conform to the Contract Documents; but ENGINEER shall not supervise, direct, or have control over contractor's work and shall not be responsible for contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for contractor's failure to perform the construction work in accordance with the Contract Documents.
3. Provide record drawings in computer-aided design, portable document, and hard-copy formats from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

4. Provide photographs of readily available lateral connections, connections with existing mains, and crossings with other utilities.
5. Assist, consult, and communicate with OWNER and the Wisconsin Department of Transportation.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Design and Bidding-Related Services: Design and bidding-related services for the project will require a separate agreement with OWNER.
3. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
4. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
5. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
6. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
7. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Sanitary and Water Construction Staking Services on an hourly rate basis, including all expenses except construction staking equipment, an estimated fee of \$4,663.68.

OWNER shall compensate ENGINEER for Construction-Related Services on an hourly rate basis, including all expenses, an estimated fee of \$33,840.

Expenses incurred such as those for construction staking including global positioning system and total station will be billed at actual cost.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on March 15, 2016. Services are scheduled for completion on November 10, 2106.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, project drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of OWNER or Wisconsin Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF HARTFORD

DRAFT

NOT FOR SIGNATURE
DRAFT

Matthew S. Richards
Corporate Secretary

Date

Jason Schall
City Engineer

Date

EXECUTIVE SUMMARY

TITLE: REPLACEMENT OF FIRE TRUCK 1680

BACKGROUND: Truck 1680 is a 1991 GMC 3500 Pick-up Truck. This vehicle is used as a command vehicle and is equipped with a wildland firefighting skid unit to fight brush/grass fires off road. Hartford Fire and Rescue Department uses a 25 year life expectancy for its fleet replacement schedule. The fire department's fleet has a similar unit in Truck 1681, a 1972 GMC Pick-up that is equipped with wildland firefighting equipment that department personnel pieced together from a water tank and commercial pressure washer. It is the intent of the Hartford Fire and Rescue Department to replace both chassis over the next two years and transfer the skid unit off of 1680 on to a new truck chassis.

Staff applied for and was awarded a Wisconsin Department of Natural Resources Forest Fire Protection Grant (WDNR FFP Grant) to help fund the purchase of a wildland firefighting skid unit that includes a fire pump, tank, hose reel, and wildland hose.

Specifications were written for the purchase of a pick-up truck chassis. The State of Wisconsin Contract for Municipal Discount Pricing was reviewed and the staff awarded the contract to Ewald's for the purchase of a Ford F-350 Super-Cab in the amount of \$29,225. State contract pricing satisfied the competitive bid process. Delivery of the chassis is anticipated be around May 1, 2016.

The skid unit will then be installed onto the bed of the chassis. Emergency visual and audio devices, graphics, winch and fabrication of custom equipment features must also be installed. Quotes were received for each stage of the process. The different stages of the process included the purchase of the wildland firefighting skid unit, pick-up chassis purchase, emergency warning system purchase, vehicle lettering/graphics purchase, miscellaneous fabrication and additional equipment purchase.

FISCAL IMPACT:

Skid Unit Phase

Bids were received based on the specifications created to purchase a skid unit that provided the best value while still meeting the needs of the department. The skid unit will then be installed in the bed of a commercial pick-up truck chassis. The terms of the grant award was a 50% local match with a maximum grant funds of \$4,800 with a project completion deadline of April 15, 2016. Bids were received from five (5) skid unit vendors. Below is a summary of the bids received:

Reliant Fire Apparatus	\$10,525.00
W.S. Darley	\$10,875.00
Pomasl Fire Equipment, Inc.	\$12,360.50
Workhorse Fire Apparatus	\$15,884.00
CET Fire Pumps Mfg.	\$ 9,500.00

Staff accepted the bid from Reliant Fire Apparatus in the amount of \$10,525.00. The proposal from Reliant was the lowest bid that met the specifications listed in the request for proposals. The WDNR FFP Grant will fund up to \$4,800.00 of this portion of the project. Request for the WDNR reimbursement of funds will be made in compliance with the terms of the grant.

\$10,525.00

Chassis Purchase Phase

Specifications were also written for the purchase of a pick-up truck chassis. The State of Wisconsin Contract for Municipal Discount Pricing was reviewed and the staff awarded the contract to Ewald's for the purchase of a Ford F-350 Super-Cab in the amount of \$29,225. State contract pricing satisfied the competitive bid process. Delivery of the chassis is anticipated to be around May 1, 2016.

\$29,225.00

Emergency Warning System Phase

Specifications were written to equip the vehicle with NFPA compliant emergency vehicle lighting and siren system. The scope of this phase also includes the installation of a console in the cab of the vehicle and the transfer of radio communication equipment.

\$5,697.00

Lettering/Graphics Phase

Specifications were written to equip the vehicle with a graphics and lettering package consistent with our current fleet signage and decaling.

\$2,105.00

Miscellaneous Fabrication

Specifications were written to provide a platform to mount the wildland skid unit on. The platform proposed will contain slide-out trays beneath the platform for secure storage of miscellaneous firefighting equipment. The scope of this phase of the project will include fabrication of storage compartments and the installation of winch in the front bumper.

\$7,821.00

The total project cost as proposed is \$55,373.00. The City of Hartford 2016 Budget has allocated \$60,000 for this scheduled capital equipment replacement. The WDNR FFP Grant award will result in an additional \$4,800.00 savings and revenue from the sale of the used vehicle is anticipated to be around \$5,000.00.

Due to the technical nature of the scope of this work and the current relationship with the vendors that we currently use for this type of work, we considered each phase as a single-source project.

RECOMMENDATION: Staff recommends approving the project as proposed. Award the fabrication to Rennert's, Warning System Phase to General Communication, and Lettering/Decaling to Forester Signs. The anticipated net cost of this project as proposed is \$45,573.00. The 2016 City of Hartford Budget allocated a net expense to the City of \$55,000.00.

PREPARED BY: Paul J. Stephans
Paul J. Stephans, Fire Chief

DATE: March 17, 2016

APPROVED BY: Dawn Timm
Dawn Timm, Director of Finance

DATE: 3/17/16

APPROVED BY: Steven Volkert
Steven Volkert, City Administrator

DATE: 3/17/16

MISCELLANEOUS

COMMITTEE

REPORTS

FINANCE & PERSONNEL COMMITTEE

March 8, 2016

PRESENT: Chairperson Rusniak, Members Wintringer, Meyer, Hegy
ALSO PRESENT: City Administrator Volkert, Police Chief Groves

Call to Order – Chairperson Rusniak called the meeting to order at 6:45 p.m. in the Common Council Chambers of Hartford City Hall, 109 North Main Street.

Roll Call – All members of the Committee were present.

Public Comment Period – There were no public comments.

Chronic Nuisance Premises Ordinance – Occasionally, it becomes apparent that certain premises in the City generate an inordinate amount of calls for police services to deal with recurring nuisance activities. These particular premises create an undue drain on departmental resources. The increased demand required to address these chronic nuisance premises has a variety of negative impacts. While the proposed ordinance would address all premises, it is important to realize that many of these chronic nuisance premises are not actually occupied by the owner. It is the intent that this ordinance will encourage responsible ownership of such properties. A progressive protocol is being proposed to utilize when working with property owners to abate nuisance activities. Ultimately, the proposed ordinance establishes that if the chronic nuisance activities are not abated, the property owner(s) will be held responsible. The proposed ordinance is not intended to discourage crime victims or a person in legitimate need to police services from requesting them. The proposed ordinance has been crafted in large part based on resource materials from the City of Appleton, and other reference materials pertaining to these matters. Police Chief Groves reviewed the proposed Ordinance, and responded to questions.

MOTION by Alderperson Meyer, and seconded by Alderperson Hegy recommending to the Common Council an Ordinance creating Section 41.23 of the Hartford Municipal Code relating to Chronic Nuisance Premises, and amending Section 42.02(1) Bond Schedule. MOTION CARRIED.

Parking Restrictions in Municipal Lots – Two portions of the municipally owned parking lot east of North Johnson Street have been designed for police operational usage on a daily basis. Both of the areas intended to exclude parking of unauthorized vehicles for police department operational usage require the authority of an underlying ordinance and the proper posting of signage indicating these restrictions before these restrictions can become enforceable.

MOTION by Alderperson Meyer, and seconded by Alderperson Wintringer recommending to the Common Council an Ordinance amending Section 340.0014(5) of the Hartford Municipal Code to repeal and recreate the section to include a prohibition of parking unauthorized vehicles in a zone posted for parking police vehicles only. MOTION CARRIED.

Adjournment – MOTION by Alderperson Wintringer, and seconded by Alderperson Hegy for adjournment. MOTION CARRIED.

Respectfully submitted,
Lori Hetzel, City Clerk

LH:pb
FPMAR8.16
Compiled by Pat Borlen, Deputy Clerk

FOR

INFORMATIONAL

PURPOSES

ONLY

CITY OF HARTFORD
MONTHLY TREASURER'S REPORT
FEBRUARY 2016

City Bank And Investment Accounts

Bank Accounts:

First National Bank

Concentration Account	Acct# 12555901	Average Monthly Balance \$1,401,632
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First Bank Financial Centre

DOD Rehab Loan Fund Acct	Acct# 55001017	Average Monthly Balance \$359,758
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Landmark Credit Union

DOD Comm Revit Loan Fund Acct	Acct# 0131028243	Average Monthly Balance \$397,554
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Investments:

Local Government Investment Pool	Current Balance \$14,658,955
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Dana Investment Services (U.S. Government Agency Investments)	Current Balance \$10,877,936
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Certificates of Deposit At Local Banks	Current Balance \$7,000,000
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Respectfully submitted,



Dawn Timm
Finance Director/Treasurer

HARTFORD CITY TAXI TRANSPORTATION REPORT

MONTH/YEAR:

February 2016

TOTAL PASSENGERS: 1750 **TOTAL MONTHLY REVENUE: \$5,593.75**

PASSENGER INFORMATION

Senior: City: 473
 Out of Town: 0

Handicap: City: 234/13wc
 Out of Town: 0

Children: City: 2
 Out of Town: 0

Regulars: City: 1004
 Out of Town: 24

Waits (Total Minutes): 279

Package Pickups: 0

Taxi Trips: 1658

Shared Rides: 738

Wheelchair Trips: 13

HOURS INFORMATION

Loaded Hours/Minutes: 218.9

Deadhead Hours/Minutes: 239.1

TOTAL HOURS/MINUTES: 458.0

FARE INFORMATION

Base Fares: \$5,447.25

Out of Town Fares: \$43.75

Wait Chgs: \$69.75

Package Pickup Chgs: \$0.00

No Show/COA Chgs: \$33.00

Taxi Tickets Sold: \$1,696.00

of Sheets sold: 70

of Taxi Tickets collected: 509

MILEAGE INFORMATION

Loaded City Miles: 3728.9

Loaded Out of Town Miles: 13.1

Deadhead Miles: 1184.0

TOTAL MILES: 4926.0

TOTAL FUEL USED: 371.994

FLEET INFORMATION

Unit #1 - 2014 Dodge Caravan

Unit #5 - 2010 Dodge Caravan

Unit #4 - 2015 Dodge Caravan

Unit #9 - 2011 Dodge Caravan