

A G E N D A
CITY OF HARTFORD COMMON COUNCIL
ORGANIZATIONAL MEETING
CITY HALL COUNCIL CHAMBERS
TUESDAY JUNE 14, 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) Jack Russell Memorial Library Campaign.

B) Jack Russell Memorial Library Easy Breezy summer reading program.

6) APPEARANCES/CITIZENS COMMENTS

A) Introduction of 3 new Police Officers by Chief of Police Groves, along with the administration of the oath of office by City Clerk Hetzel.

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) REZONING REQUEST FOR 645 WEST STATE STREET

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. 1354 – An ordinance amending the zoning map, a part of Ordinance No. 278. (Executive Summary attached)

9) STANDING COMMITTEE REPORTS

A) FINANCE & PERSONNEL

1) Discussion and consideration of approving the following license: **(new bartender, renewal bartender, cigarette, and weights and measures)** for the period July 1, 2016 through June 30, 2017 as per the attached list.

B) PUBLIC WORKS

1) None.

C) UTILITY

1) Discussion and consideration of having the developer pay for the upgrades to the storm water dewatering pump station located at 1013 Harrison Street in Western Hills West Subdivision, with the City overseeing the upgrades and any future maintenance. (Executive Summary attached)

10) RESOLUTIONS

A) Resolution No. 3453 – A resolution authorizing the issuance and sale of approximately \$3,400,000 General Obligation Promissory Notes, Series 2016A. (Executive Summary attached)

B) Resolution No. 3454 – A resolution authorizing the issuance and sale of approximately \$7,000,000 General Obligation Refunding Bonds, Series 2016B. (Executive Summary attached)

C) Resolution No. 3455 – A resolution supplementing Resolution No. 2082; authorizing the issuance and awarding the sale of approximately \$4,885,000 Water and Electric System Refunding Revenue Bonds, Series 2016C; and providing for the payment of such bonds and other details and covenants with respect thereto. (Executive Summary attached)

D) Resolution No. 3456 – A resolution approving the 2015 Wastewater Treatment Plant Compliance Maintenance Annual Report. (Executive Summary attached)

11) ORDINANCES

A) FIRST READING

1) None.

B) SECOND READING

1) None

12) CITY ADMINISTRATOR'S REPORT

A) Discussion and consideration of accepting the proposal for building demolition services at 112 E Washington Avenue, from Eagle Demolition & Environmental Services, Carrollton, GA, dated May 24, 2016 at an estimated cost of \$13,550. (Executive Summary attached)

B) Discussion and consideration of approving a Developers Agreement between Lepien Farmland, LLC and Oriole Ponds Apartments, and the City of Hartford. (Executive Summary attached)

C) Discussion and consideration of approving a Reciprocal Elevator Access Agreement between the City of Hartford and Michael J Roller Revocable Trust. (Executive Summary attached)

13) MAYOR'S REPORT

A) Appointment of Election Officials.

B) County Board monthly meeting update.

14) CLOSED SESSION

The Common Council to move into closed session under § 19.85 (1)(g) "Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved" relative to insurable actions by Council members. The Common Council to reconvene in open session for adjournment only.

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
JUNE 14, 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 Common Council minutes of May 24, 2016.
- 2) Authorizing appropriate City officials to accept the proposal from Mobile Concepts to replace the Survive Alive trailer, in the amount of \$62,945 with a budget amount of \$70,000. (Executive Summary attached)

**CITY OF HARTFORD
COMMON COUNCIL
May 24, 2016**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, May 24, 2016, 7:00 p.m., in the Common Council Chambers of Hartford City Hall, 109 North Main Street, Mayor Timothy Michalak presiding.

PLEDGE OF ALLEGIANCE

Mayor Michalak led the Common Council in the Pledge of Allegiance.

ROLL CALL

The Mayor and all Alderpersons were present.

UNANIMOUS CONSENT AGENDA

MOTION by Alderperson Hegy, and seconded by Alderperson Meyer approving the minutes of May 10, 2016. MOTION CARRIED UNANIMOUSLY.

COMMUNICATIONS

City Clerk Lori Hetzel noted that the City is in receipt of two annexation petitions. Gary Doll has submitted a petition for direct annexation by unanimous consent for 15.84 acres located at the terminus of Liberty Avenue in Section 18. June and John Handrow have submitted a petition for direct annexation by unanimous consent for .861 acres located at 6755 Lee Road. The petitions will be referred to the Plan Commission for review and recommendation before returning to the Common Council for a public hearing and action.

Clerk Hetzel noted that the presidential election on November 8, 2016 is the same date as the Common Council meeting. It is being requested that the Common Council consider moving its meeting as the Clerk will be busy with the election and unable to attend the meeting.

MOTION by Alderperson Randolph, and seconded by Alderperson Mixon to move the November 8, 2016 Common Council meeting to November 1, 2016 due to the presidential election. MOTION CARRIED UNANIMOUSLY.

APPEARANCES / CITIZENS COMMENTS

There were no appearances / citizens comments.

ALDERMANIC REQUESTS

Alderperson Mixon thanked the BID District for sponsoring the car show on May 21st, which was very well attended. Alderperson Rusniak requested that the Common Council send a letter to the police department commending them on their recent Law Enforcement Crime Victim Service Award.

COMMON COUNCIL (5/24/2016)

STANDING COMMITTEE REPORTS

Finance & Personnel Committee

MOTION by Alderperson Jewell, and seconded by Alderperson Wintringer approving the following license: (carnival) Fox Brothers Piggly Wiggly, 1566 East Sumner Street. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Mixon, and seconded by Alderperson Carroll approving the Class A and Class B Fermented Malt Beverage and Intoxicating liquor licenses for the period July 1, 2016 through June 30, 2017. MOTION CARRIED UNANIMOUSLY.

RESOLUTIONS

Resolution No. 3451

A RESOLUTION ADOPTING 2016 STATEMENT OF PROJECT INTENTIONS FOR HARTFORD MUNICIPAL AIRPORT'S SIX-YEAR IMPROVEMENT PLAN

MOTION by Alderperson Randolph, and seconded by Alderperson Kohler for the adoption of proposed Resolution 3451. MOTION CARRIED UNANIMOUSLY.

Resolution No. 3452

A RESOLUTION PROVIDING FOR THE PUBLICATION, FILING, INSPECTION AND ADOPTION OF AN ORDINANCE REPEALING AND RECREATING CHAPTER 5 OF THE MUNICIPAL CODE ENTITLED POLICE DEPARTMENT

MOTION by Alderperson Meyer, and seconded by Alderperson Mixon for the adoption of proposed Resolution 3451. MOTION CARRIED UNANIMOUSLY.

**ORDINANCES
(First Reading)**

Ordinance No. 1352

AN ORDINANCE REVISING THE 2030 CITY OF HARTFORD SMART GROWTH PLAN

The public hearing on the proposed revision to the 2030 Smart Growth Plan was held at the May 10th Common Council meeting however no action on the proposed amendment was taken as the Plan Commission did not make a recommendation at its May 9th meeting. Staff is recommending that the City of Hartford 2030 Smart Growth Plan Long-Range Land Use Map be amended for the land north of the current terminus of Liberty Avenue to allow for medium density residential development (5.8-8.0 units per acre). The Plan Commission met May 23rd and unanimously recommended approval of the amendment to the Smart Growth Plan.

COMMON COUNCIL (5/24/2016)

MOTION by Alderperson Wintringer, and seconded by Alderperson Kohler to suspend the rules for immediate consideration of proposed Ordinance 1352. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Rusniak, and seconded by Alderperson Mixon for the adoption of proposed Ordinance 1352. MOTION CARRIED UNANIMOUSLY.

Ordinance No. 1353

**AN ORDINANCE AMENDING SECTION 3.07 OF THE
MUNICIPAL CODE RELATED TO RULES
OF PROCEDURE OF THE COMMON COUNCIL**

The current ordinance allows for the items within the Common Council agendas to be dictated and approved by the City Administrator with input by City Staff and Standing Committees with approval by the Mayor. The proposed amendment would allow all Common Council members to have equal opportunity to offer items up for the agenda without need for approval by the Mayor alone.

MOTION by Alderperson Meyer, and seconded by Alderperson Kohler to suspend the rules for immediate consideration of proposed Ordinance 1353. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Randolph, and seconded by Alderperson Wintringer for the adoption of proposed Ordinance 1353. MOTION CARRIED UNANIMOUSLY.

CITY ADMINISTRATOR'S REPORT

The first quarter summary comparison of the current year to the two prior years for general fund revenues and expenditures was reviewed by City Administrator Volkert. He noted that the Common Council will be receiving this report quarterly.

ADJOURNMENT

MOTION by Alderperson Mixon, and seconded by Alderperson Randolph for adjournment at 7:26 p.m. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,
Lori Hetzel, City Clerk

LH:pb
CCMAY24.16
Compiled by Pat Borlen, Deputy Clerk

EXECUTIVE SUMMARY

TITLE: REPLACEMENT OF “SURVIVE ALIVE” TRAILER

BACKGROUND: The City of Hartford Fire Rescue Department’s “Survive Alive” trailer has been used since the late 1980’s to provide fire safety education to area families. The trailer visits the schools in the department’s response area to train students on the importance of fire prevention and emergency preparation. Through the years it has been used at events in the City of Hartford and our surrounding communities to help prepare households on how to respond if they have a fire in their home.

The years of use has resulted in the trailer’s condition becoming unsafe and no longer fit for accommodating tours for fire safety education. The trailer was taken out of service in the spring of 2015. The training that was using the trailer as an important aid, has recently been conducted in a classroom setting only. The decommissioning of the trailer has left a void in Hartford Fire and Rescue Department’s fire prevention/preparedness training. Many people in the community have benefitted from this valuable training aid in years past and they supported our project to replace it.

Donations were sought to help fund the purchase of a replacement safety trailer that would provide an aid to all-hazards safety and preparedness. It is the intent of the Hartford Fire and Rescue Department to obtain a trailer that will encompass all-hazards training and will be accessible for individuals of all ages and disabilities.

Over the past few years, the community has stepped up and we have met our fund-raising goal of \$30,000 to apply towards this project. The 2016 City of Hartford Budget has \$70,000 allocated for this project with \$40,000 from the levy and \$30,000 from donations.

Bids were received from three different vendors.

FISCAL IMPACT:

Bids were received based on the specifications created to purchase a trailer that could meet the needs of city. Three (3) bids were received from three different vendors. All three vendors that participated are reputable and long-time in the industry.

Bids were received from three (3) safety trailer vendors. Below is a summary of the bids received:

Surrey Fire Safety & Command	\$69,515.00
30' Bleacher style fiberglass trailer with generator and smoking door option.	
Bullex	\$70,066.00
21' Smart Fire Safety Training Trailer with white aluminum exterior with an interactive kitchen hazard recognition package, generator, and wheelchair ramp.	

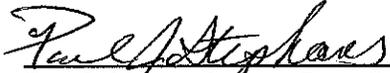
Mobile Concepts

\$62,945.00

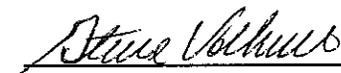
35' bleacher style Fire Safety House with home décor design white exterior vinyl siding, generator, wheelchair ramp, heated door and optional weather smart package.

All three of the bids came in under the budgeted amount of \$70,000. The proposed funding sources of this project are the \$30,000 from donations and the remainder from the City of Hartford levy.

RECOMMENDATION: Staff recommends accepting the low-bid from Mobile Concepts in the amount of \$62,945. Apply the \$30,000 in donations raised to support this project and fund the remaining amount from the 2016 City of Hartford Budget

PREPARED BY:  DATE: 5-31-16
Paul J. Stephans, Fire Chief

APPROVED BY:  DATE: 5-31-16
Dawn Timm, Director of Finance

APPROVED BY:  DATE: 5-26-16
Steven Volkert, City Administrator

Executive Summary

Ordinance No. 1354

Title: Review of a Rezoning Request for 645 W. State Street

Background: Kent Ehrensberger has requested rezoning for the property located at 645 W. State Street, tax key number 36-1704-001-003.

The property is currently zoned M-3 General Industrial District. The requested zoning is M-1 Wholesale/Warehousing. The owner wishes to develop the property into a use similar to the property located at 730 North Wacker Drive, contractor tenant buildings approved at the August, 2015 plan commission meeting.

The property is surrounded by M-1 uses on the south, east and west sides and Rm-3 Multi-Family uses on the north side. Rezoning the property to M-1 makes sense both from a use standpoint given the owner's intentions, and a zoning standpoint due to the majority M-1 zoning surrounding it.

Rezoning the property gives the owner better use flexibility as well. The property meets the area (20,000 square feet) and width (100 feet at the building setback line) requirements for M-1, and also allows more flexibility for lot coverage (up to 80%) and building setbacks (30 feet front, 10 feet side yard, 25 feet rear yard).

Recommendation: The Planning Staff recommends approval of the rezoning request for 645 W. State Street

Prepared By: Justin Drew 6/6/16
Justin Drew Date
City Planner

Reviewed By: Lori Hetzel 6/6/16
Lori Hetzel Date
City Clerk

Approved by: Steve Volkert 6/7/16
Steve Volkert Date
City Administrator

ROUTING: PLAN COMMISSION 6/13/16
COMMON COUNCIL 6/14/16

Ordinance No. 1354

AN ORDINANCE AMENDING THE ZONING MAP,
A PART OF ORDINANCE 278

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

SECTION 1: That the property known as 645 W. State Street, tax key number 36-1704-001-003,

be and the same is hereby rezoned to M-1 Wholesale/Warehousing District.

SECTION 2: This Ordinance shall be in full force and take effect from and after its passage and publication as required by law.

Signed:

Timothy C. Michalak, Mayor

Introduced: June 14, 2016

Adopted:

Attest:

Lori Hetzel, City Clerk

1400949



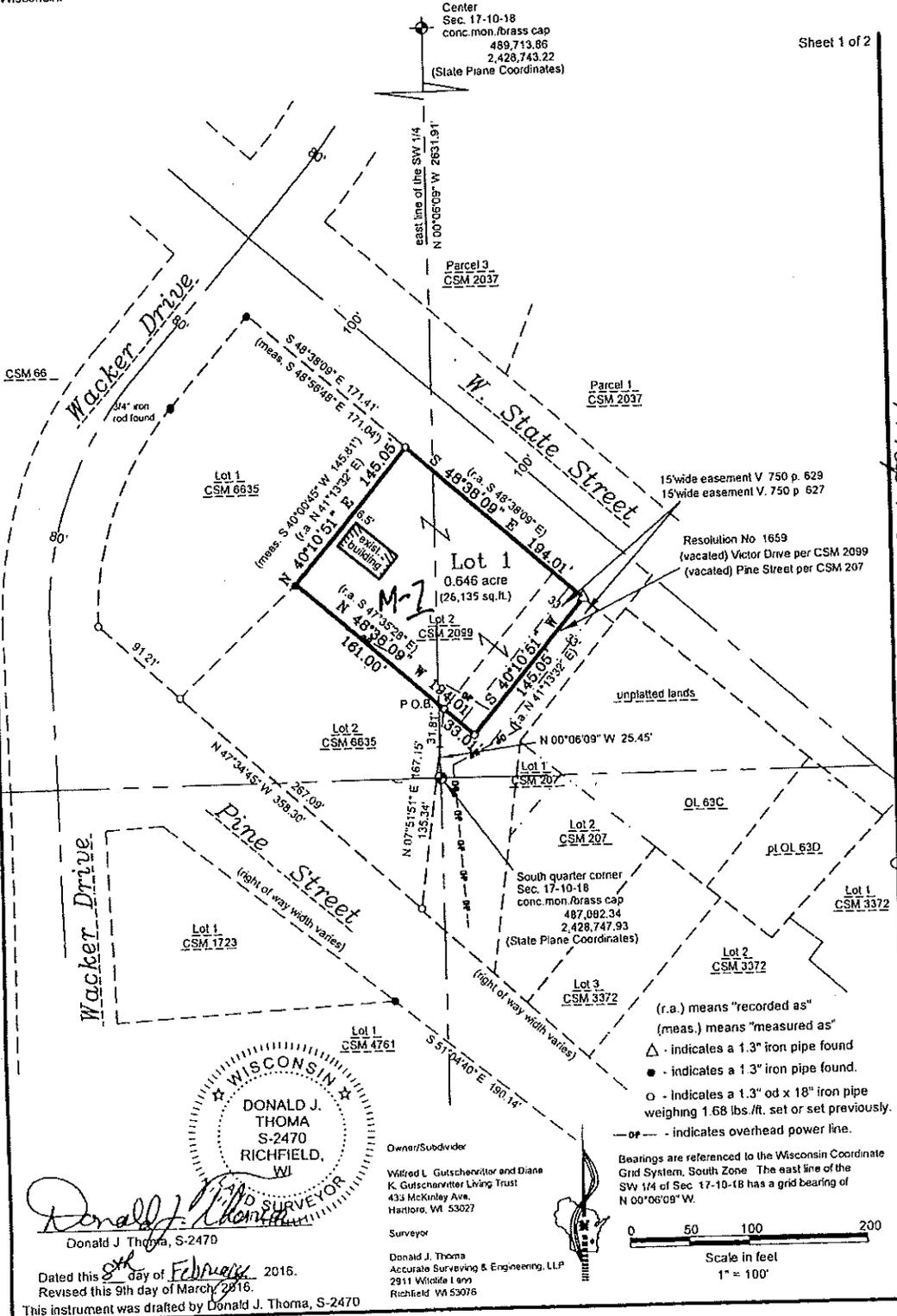
RECORDED
March 18, 2016 8:00 AM
SHARON A MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Recording Fee Paid: \$30.00

Washington County Certified Survey Map

All of Lot 2 of Certified Survey Map No. 2099 as recorded in the Washington County Registry in Volume 11 of Certified Survey Maps on page 13-15 as Document No. 415914 and part of Vacated Victor Drive, Resolution No. 1650, all in part of the SW 1/4 of the SE 1/4 and part of the SE 1/4 of the SW 1/4 of Section 17, Township 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin.

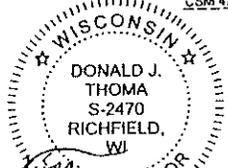
Sheet 1 of 2

Center
Sec. 17-10-18
conc.mon./brass cap
489,713.86
2,428,743.22
(State Plane Coordinates)



Map No. 6672 Vol 51 Page 120

DOC# 1400949



Owner/Subdivider
Wilfred L. Gutschewitter and Diane K. Gutschewitter Living Trust
433 McKinley Ave.
Hartford, WI 53027
Surveyor
Donald J. Thoma
Accurate Surveying & Engineering, LLP
2911 Whitfield Lane
Richfield, WI 53076

(r.a.) means "recorded as"
(meas.) means "measured as"
△ - indicates a 1.3" iron pipe found
● - indicates a 1.3" iron pipe found.
○ - indicates a 1.3" od x 18" iron pipe weighing 1.68 lbs./ft. set or set previously.
—○— - indicates overhead power line.
Bearings are referenced to the Wisconsin Coordinate Grid System, South Zone. The east line of the SW 1/4 of Sec. 17-10-18 has a grid bearing of N 00°06'09" W.

Dated this 8th day of February, 2016.
Revised this 9th day of March, 2016.
This instrument was drafted by Donald J. Thoma, S-2470

Daily News:
May 27, 2016
June 3, 2016
6 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 June 14, 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:

Kent Ehrensberger has requested the rezoning of the property known as 645 W. State Street, tax key number 36-1704-001-003, from M-3 General Industrial District to M-1 Wholesale/Warehousing District.

The purpose of the public hearing is to hear those persons who wish to express their opinions for or against the requested zoning change.

A copy of the proposed ordinance can be viewed at the Planning and Zoning Department **by appointment**, 109 N. Main Street, Monday- Friday between the hours of 7:30 a.m. and 4:30 p.m.

Dated this 27th day of May, 2016.

Lori Hetzel
City Clerk

36-1704-018-024+
RACO I LLC
227 Weil Drive
Slinger, WI 53086

36-1704-018-001+
RACO II LLC
227 Weil Drive
Slinger, WI 53086

36-2001-012-001
Bruce Black
565 W. State Street
Hartford, WI 53027

36-1704-001-001+
Thomas Black
629 W. State Street
Hartford, WI 53027

36-1704-001-004
Just Perfect Rentals
629 W. State Street
Hartford, WI 53027

36-1704-001-003
Kent Ehrensberger
6830 Crooked Road
Hartford, WI 53027

CITY OF HARTFORD
REQUEST FOR ZONING CHANGE
(PLEASE PRINT OR TYPE)

For official use only
Account #100.604.444100.44410 (#76)
Review Fee: \$300.00
Date Paid: _____ Received: _____

Address of Subject Property: 645 W STATE STREET
Tax Key Number: 1704-001005
Legal Description or Metes & Bounds Description: _____
Existing Zoning: M-3 Proposed Zoning: M-1
Existing Use: _____
Proposed Use: _____

Applicant Name: Kent Ehrensberger
Address: 6830 CROOKED ROAD
City: HARTFORD State: WI Zip: 53027
Daytime Phone: 414 690-7699 Fax: NONE Other: _____

Owner Name: Kent Ehrensberger
Address: 6830 Crooked Road
City: Hartford State: WI Zip: 53027
Daytime Phone: 414-690-7699 Fax: _____ Other: _____

Attorney Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Daytime Phone: _____ Fax: _____ Other: _____

REQUEST FOR ZONING CHANGE:
The Common Council may, by ordinance, amend zoning district boundaries after prior review by the Plan Commission and after holding a public hearing. The public hearing may only be held after notice of the public hearing appears in the official City newspaper for at least two consecutive weeks and at least seven days prior to the public hearing. In addition, all owners of property within 200 feet of the subject property will be notified by mail at least ten days prior to the public hearing. Once approved by the

Common Council, zoning will revert back to the previous zoning if district regulations are not met within eighteen (18) months (following proper notification).

Supporting Information:

The following supporting information must be submitted with this application:

1. Plot Plan drawn to scale of one (1) inch equals 100 feet showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area to be rezoned.
2. A reduced copy of the plot plan (subject property only). Drawing sheets should be at least 8.5 x 11 and no larger than 11 x 17.
3. A Letter of Request addressed to the City Clerk from the owner(s) of the subject property.
4. Additional information required by the City Staff or any information that the applicant would like to submit to support the application.

Signature of Applicant: Kent Echeverria Date: 4-5-16

Signature of Owner (if different): _____ Date: _____
(Power of Attorney or written authorization required if owner is unable to sign.)

LICENSES FOR THE PERIOD 7/1/2016 – 6/30/2017

Bartender (Renewal)

<u>NAME</u>	<u>ADDRESS</u>
Ames, Jeffrey	452 West State St, Hartford
Anderson, Emily	N169 W20217 Wilshire Dr, Jackson
Baker, Brittany	W4213 Strange Rd, Iron Ridge
Bartel, Heather	138 Kettle Moraine Dr N, Slinger
Beck, Brittany	2123 East Washington St, West Bend
Behrendt, Lara	506 Oak Terrace, Slinger
Berghammer, Luanne	1429 Patton Dr, Hartford
Castrova, Tanishauh	502 Hillside Terrace, Neosho
Cobus, Taylor	W168 N11062 Ashbury Ct #4, Germantown
Dee Tehani	867 Abby Rd, West Bend
Edwards, James	19 East State St #5, Hartford
Ellingson, Kevin	133 South Rural St, Hartford
Filkens, Alyssa	649 West Prospect St, Hartford
Flesch, Roxane	7577 Pond Rd, Hartford
Frank, Jacqueline	220 Willow Ln, Hartford
Gibbon, Alexis	4461 Cherokee Tr, Hubertus
Goeman, Larry	5369 Woodstone Dr, Slinger
Groleau, Adrianna	424A Hamilton Pl, Horicon
Hagen, Jeanne	914 Tower Dr, Hartford
Hanrahan, Deanna	2886 Meadow Ln, Hartford
Helmer, Jessica	380 Ledgeview Ave, Fond du Lac
Hooser, Cassandra	301 East Commerce Blvd Lot 99, Slinger
Huss, Amber	6661 Arthur Rd, Hartford
Icenbice, Roberta	3910A Kettle Moraine Rd, Hartford
Jacobs, Cheryl	1547 Holy Hill Ln, Hubertus
Keener, Jason	517 Slinger Rd #2, Slinger
Kirley, John	621 Troeller Ct, Hartford
Kirley, Ross	5962 Log House Rd, Hartford
Kling, Julie	403 St. Kilian Pkwy, Hartford
Kluck, Mary	223 Martin Dr, Hartford
Klumpers, Greg	N6854 Hidden Valley Dr, Beaver Dam
Knepel, Nicole	514 Root Ave Unit C, Hartford
Koller, Ronal	433 Root Ave, Hartford
Kruepke, Peggy	N169 W19876 Georgetown Dr #101, Jackson
Lake, Kathleen	874 Lois Dr, Hartford
Lawrenz, Miranda	505 Dayton St, Mayville
Leet, Amanda	304 High St, Hartford
Lehto, Cheryl	109 Westgate Dr, Iron Ridge
Lippert, Lisa	922 Wheelock Ave, Hartford
Lopez, Laura	181 James St #12, Slinger
Manzano, Kristine	17 East Monroe Ave, Hartford
Maris, Karen	16 South Main St, Hartford
Marthaler, Brian	N4403 Daley Rd, Hustisford
Masters, Shane	6698 County Road E, Hartford
Masters, William	231 Scenic Rd, Colgate
Mattice, Gloria	557 West State St, Hartford

<u>NAME</u>	<u>ADDRESS</u>
McCanna, David	443A Fourth St, Hartford
McKinley, Rebekah	326 East Anthony St, Hustisford
Menzel, Michael	3415 High Rd #18, Hartford
Meyer, George	627 Pleasant Ave, Hartford
Morey, Kelly	677 Simon Dr, Hartford
Morris, Barbara	146 Maple Ave, Hartland
Nelson, Tina	1724 West Sumner St, Hartford
Nettesheim, Lynn	288 St. Augustine Rd, Colgate
Odenwald, Deborah	W6372 Hwy PS, Hartford
Ottum, Jodi	713 Sylvan Terrace, Waukesha
Peterson, Scott	59 South Rural St, Hartford
Pohle, Peggy	493 Tahoe Ln, Hartford
Polzin, Linda	1656 Briarwood Ln, Hartford
Polzin, Martin	1656 Briarwood Ln, Hartford
Precord, Justin	1264 Riverbend Dr, Hartford
Price, Michele	6926 West Locust St, Milwaukee
Reason, Matthew	764 McKinley Ave #5, Hartford
Reed, Sandra	2091 Zuern Dr, Hartford
Rodriguez, Amanda	877 South Wilson Ave, Hartford
Ruplinger, Deneane	626 Jackson St, West Bend
Schneider, Faye Ann	4698 Pioneer Rd, Richfield
Schrubbe, Susan	301 East Commerce Blvd Lot 14, Slinger
Schultz, Ken	653 Hartford Sq, Hartford
Schwanke, Patti	851 South Wilson Ave, Hartford
Shortt, Steven	665 Wheelock Ave, Hartford
Simon, Elizabeth	53 East Washington Ave, Hartford
Smithyman, Chad	N1999 Resthaven Rd, Rubicon
Sterr, Lori	N9972 County Road V, Mayville
Sturtzen, Katrina	423 Cedar St, Hartford
Trevorrow, Georgina	163 Tamarack Ave, Hartford
Twardokus, Dale	N5952 Pierce Rd, Mayville
Twardokus, Karoline	N5952 Pierce Rd, Mayville
Warmka, Gerald	W3140 Neda Rd, Iron Ridge
Wascher, Hope	510 East Ave, Hartford
Wentz, Jacob	N111 W15862 Vienna Ct #16, Germantown
Wetsten, Dawn	218 East Washington St, Slinger
Wieting, Lynn	313 Kettle Moraine Dr S, Slinger
Zaruba, Michaelyn	517 Pleasant Ave, Hartford
Zupke, Jeremy	579 Farwell Ave, Fond du Lac

Bartender (New)

<u>NAME</u>	<u>ADDRESS</u>
Priebe, James	431 East Monroe Ave, Hartford
Stowe, Joshua	1480 East Monroe Ave, Hartford

Cigarette (Renewal)

NAME

B & S Liquor LLC
Downtown Beverage LLC
Fox Brothers Piggly Wiggly
Halsey, Inc.
J & M Ltd.
Kmart Corporation
Kwik Trip, Inc.
L & M Ltd. Rapidmarts LLC
Lehman's Liquor, LLC
Stop-N-Go of Beloit, Inc.
United Cooperative
Van Beek Liquor LLC
Wal-Mart Store East, LP
Walgreen Co.

BUSINESS/ADDRESS

B & S Liquor, 696 Grand Ave
Downtown Beverage, 142 North Main St
Fox Brothers Piggly Wiggly, 1566 East Sumner St
Bank Shot Sports Bar, 34 North Main St
West Side Mart, 529 West Sumner St
Kmart #3534, 1275 Bell Ave
Kwik Trip 655, 1411 East Sumner St
Rapid Mart of Hartford, 2712 East Sumner St
Hilldale Liquor, 1536 East Sumner St
Stop-N-Go #276, 806 Grand Ave
United Cooperative, 7280 Highway 60 West
Van Beek Liquor, 714 East Sumner St
Walmart #5463, 1220 Thiel St
Walgreens #06960, 1400 East Sumner St

Weights & Measures (Renewal)

NAME

Fox Brothers Piggly Wiggly
Grand Ave Clothesline
J & M Ltd.
Kmart Corporation
Kwik Trip, Inc.
L & M Ltd Rapidmarts, LLC
Minnesota Regis Corp
Minnesota Regis Corp
MJ's Market & Catering, LLC
Pack & Ship
RM Investments, Inc.
Stop-N-Go of Beloit, Inc.
United Cooperative
Wal-Mart Store East LP
Walgreen Co.

BUSINESS/ADDRESS

Fox Brothers Piggly Wiggly, 1566 East Sumner St
Grand Ave Clothesline, 748 Grand Ave
West Side Mart, 529 West Sumner St
Kmart #3532, 1275 Bell Ave
Kwik Trip 655, 1411 East Sumner St
Rapid Mart, 2712 East Sumner St
Cost Cutters #6568, 1239 Bell Ave
SmartStyle #4887, 1220 Thiel St
MJ's Market & Catering, 427 West Sumner St
Pack & Ship, 1366 East Sumner St
Lone Oak Laundromat, 11 Lone Oak Ln
Stop-N-Go #276, 806 Grand Ave
United Cooperative, 7280 Highway 60 West
Walmart #5463, 1220 Thiel St
Walgreens #06960, 1400 East Sumner St

NOTE: All bartender and cigarette license applications have been reviewed and recommended for approval by Chief Groves. All applications are available for review in the City Clerk's office.

EXECUTIVE SUMMARY

TITLE: Improvements relating to the Storm Water Dewatering Pump Station located at 1013 Harrison Street in the Western Hills West Subdivision designed to reduce storm water/ground-water draining to the homes built in this area.

BACKGROUND: The Utility Committee tabled the discussion of this item at its May, 2016 meeting. After hearing the explanation of the situation by staff and the comments made by the residents of the Western Hills West Subdivision, the Committee requested some additional information regarding the dewatering pump station.

In 2014 the developer for the Western Hills West Subdivision hired an engineer to analyze the storm water/ground-water drainage to the homes along Harrison Street and Cascade Circle. He then hired Heartland Construction to install the current pumping station at 1013 Harrison Street using two 1.3 HP pumps. This improved the groundwater issues occurring during heavy rainfall and wet periods. However, both pumps are no longer functioning because they were not designed to handle the volume of water being pumped. There is enough ground-water that the pumps ran almost continuously over the last two years. The first pump failed in December, 2015. The second pump failed in April, 2016. It has been determined the pumps were undersized for the amount of water being pumped at the well.

City staff have been trying to assist with determining possible solutions to the failed pumps. Staff contacted a pump supplier and received a recommendation and quote for a pump system that is capable of handling the quantity of water being pumped at this location. The quote from Xylem Water Solutions USA, Inc. in the amount of \$15,788.08 was for 2 larger pumps and a rail system at this location. The rail system would allow the pumps to be pulled from the pit safely without the need for a confined space entry.

The pumping station was intended to reduce the amount of pumping required by individual sump pumps. It is not meant to completely eliminate individual sump pumps from pumping, but merely to reduce the volume of water being pumped by individual homes making this subdivision more consistent with other areas of the City. The DNR permit for the pump station does have limitations on the volume of water that can be pumped from this location.

Staff has met with the remaining developer for this subdivision and a representative of the homeowners' association to discuss the situation. The developer did agree to pay for half of the cost for the proposed replacement pumps. The homeowners' association has met and it appears they are unwilling to share in the cost for the new pumps. They feel the water issues are the result of the sanitary sewer installation and as such it should be the City's responsibility to pay for the solution.

Staff has reviewed all the files for the subdivision regarding utility installation and the stormwater issues in the subdivision. The files show no clear indication as to the cause of the groundwater issues. It appears the lower area of the subdivision has always been wet. The contractors had dewatering pumps running all through the construction of the utilities.

Staff is recommending the developer and homeowners' association pay for the cost of the proposed replacement pumps. The City would then oversee the installation of the pumps and be responsible for any future maintenance of the pump station.

FISCAL IMPACT: None at this time.

RECOMMENDATION: Staff is recommending that the developer and homeowner's association pay for the upgrades to the pumping station located at 1013 Harrison Street. The City would then oversee the upgrades and any future maintenance of the pumping station, which should be minimal as long as the appropriate improvements are made. Due to the number of houses affected by this stormwater drainage issue, staff believe the City should be involved with the operation of the station, but only after the developer pays for the upgrades.

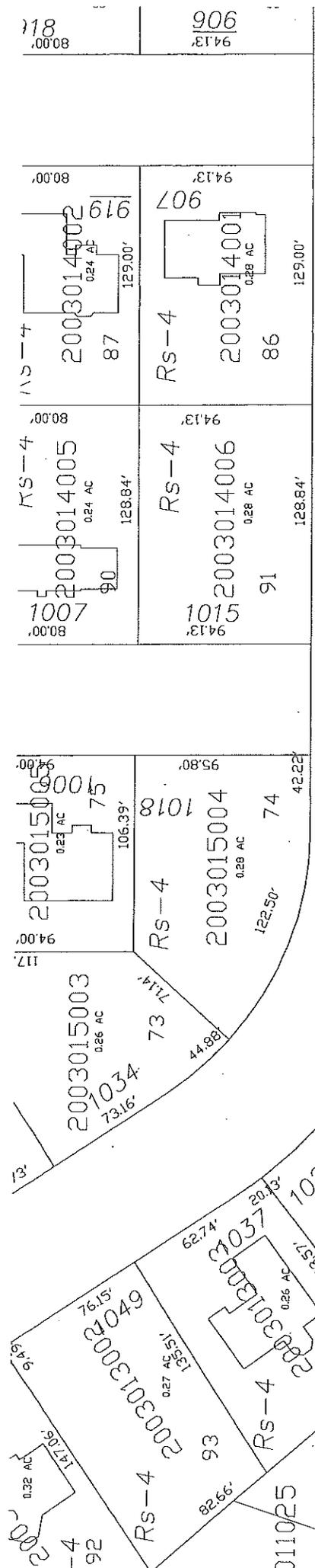
PREPARED BY: Jason W. Schall 6-1-16
Jason W. Schall
City Engineer Date

REVIEWED BY: David Piquett 6-2-2016
Dave Piquett
Sewer Utility Director Date

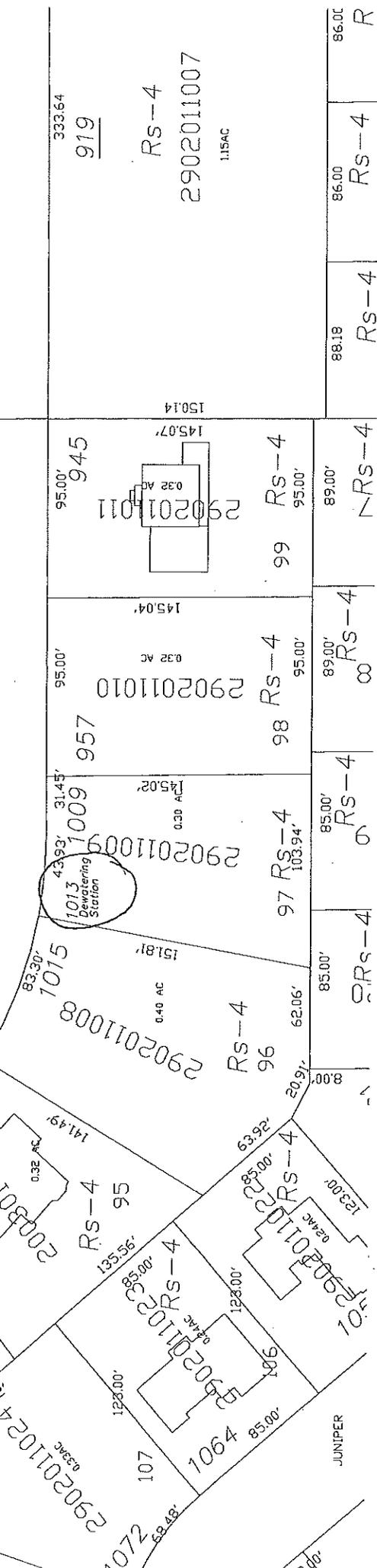
REVIEWED BY: Darryl Kranz 6-2-16
Darryl Kranz
Director of Public Works Date

APPROVED BY: Steve Volkert 6-2-16
Steve Volkert
City Administrator Date

ROUTING: Utility Committee - June 6, 2016
Common Council - June 14, 2016



Harrison Street



RESOLUTION NO. 3453

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$3,400,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Hartford, Washington and Dodge Counties, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of various projects listed in the City's 2016 and 2017 Capital Improvement Program (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the general obligation promissory notes to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation promissory notes aggregating the principal amount of THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000) (the "Notes") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2016A"; shall be issued in the aggregate principal amount of \$3,400,000; shall be dated their date of delivery; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking

Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on May 1, 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2024 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2025 for the payments due in the years 2016 through 2026 in the amounts set forth on the Schedule. The amount of tax levied in the year 2016 shall be the total amount of debt service due on the Notes in the years 2016 and 2017; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2016.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on November 1, 2016 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$3,400,000 General Obligation Promissory Notes, Series 2016A, dated June 28, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations).

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service

Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 14, 2016.

Timothy C. Michalak
Mayor

ATTEST:

Lori Hetzel
City Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on May 1, ____, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WASHINGTON AND DODGE COUNTIES
NO. R-___ CITY OF HARTFORD \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____ June 28, 2016 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Hartford, Washington and Dodge Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$3,400,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various projects listed in the City's 2016 and 2017 Capital Improvement Program, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on June 14, 2016. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on May 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2024 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Hartford, Washington and Dodge Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF HARTFORD,
WASHINGTON AND DODGE COUNTIES,
WISCONSIN

By: _____
Timothy C. Michalak
Mayor

(SEAL)

By: _____
Lori Hetzel
City Clerk

DRAFT

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Hartford, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

Fiscal Agency Agreement

(See Attached)

DRAFT

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 28th day of June, 2016 between the City of Hartford, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$3,400,000 General Obligation Promissory Notes, Series 2016A, dated June 28, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolution adopted by the Municipality on June 14, 2016 (the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of November 1, 2016 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

[The Obligations due on May 1, 20__ and May 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent. [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed [at the option of the Municipality] shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. [Obligations subject to mandatory redemption shall be selected as described in (a) above.] The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule [B/C] hereto.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

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(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

CITY OF HARTFORD, WASHINGTON
AND DODGE COUNTIES, WISCONSIN

(SEAL)

By _____
Timothy C. Michalak
Mayor

Lori Hetzel
City Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, GREEN
BAY, WISCONSIN
Fiscal Agent

(SEAL)

By _____
Title _____

Attest _____
Title _____

SCHEDULE A

Debt Service Schedule
\$3,400,000 General Obligation Promissory Notes, Series 2016A
of the City of Hartford, Wisconsin
dated June 28, 2016

(SEE ATTACHED)

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[SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on May 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]
_____	_____

[SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION*

City of Hartford, Wisconsin
General Obligation Promissory Notes, Series 2016A
Dated June 28, 2016

NOTICE IS HEREBY GIVEN that a portion of the Notes of the above-referenced issue which mature on May 1, 20__ shall be subject to mandatory sinking fund redemption on May 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
May 1, ____	\$ _____	_____

Such portion of the Notes will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE
COMMON COUNCIL

CITY OF HARTFORD, WISCONSIN

Dated: _____

* To be provided by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be filed electronically with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.]

SCHEDULE [B/C]

(SEE ATTACHED)

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RESOLUTION NO. 3454

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$7,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B

WHEREAS, the Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for the purpose of paying the cost of refinancing certain outstanding obligations of the City, to wit: Note Anticipation Notes, Series 2015A, dated October 1, 2015 (the "Refunded Obligations") on their July 1, 2016 maturity date (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation refunding bonds to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of SEVEN MILLION DOLLARS (\$7,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation refunding bonds aggregating the principal amount of SEVEN MILLION DOLLARS (\$7,000,000) (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2016B"; shall be issued in the aggregate principal amount of \$7,000,000; shall be dated their date of delivery; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-

day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on May 1, 2027 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2026 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2035 for the payments due in the years 2016 through 2036 in the amounts set forth on the Schedule. The amount of tax levied in the year 2016 shall be the total amount of debt service due on the Bonds in the years 2016 and 2017; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2016.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, proceeds of the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Bonds coming due on November 1, 2016 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$7,000,000 General Obligation Refunding Bonds, Series 2016B, dated June 28, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service

Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 14, 2016.

Timothy C. Michalak
Mayor

ATTEST:

Lori Hetzel
City Clerk

(SEAL)

EXHIBIT A

Bond Purchase Proposal

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on May 1, ____, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	____

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	____

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	____

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)]
____	____

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WASHINGTON AND DODGE COUNTIES
NO. R-____ CITY OF HARTFORD \$ _____
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____ June 28, 2016 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Hartford, Washington and Dodge Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$7,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the City, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on June 14, 2016. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on May 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Hartford, Washington and Dodge Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF HARTFORD,
WASHINGTON AND DODGE COUNTIES,
WISCONSIN

By: _____
Timothy C. Michalak
Mayor

By: _____
Lori Hetzel
City Clerk

(SEAL)

DRAFT

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Hartford, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

Fiscal Agency Agreement

(See Attached)

DRAFT

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 28th day of June, 2016 between the City of Hartford, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$7,000,000 General Obligation Refunding Bonds, Series 2016B, dated June 28, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolution adopted by the Municipality on June 14, 2016 (the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of November 1, 2016 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

[The Obligations due on May 1, 20__ and May 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent. [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed [at the option of the Municipality] shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. [Obligations subject to mandatory redemption shall be selected as described in (a) above.] The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule [B/C] hereto.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

DRAFT

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

CITY OF HARTFORD, WASHINGTON
AND DODGE COUNTIES, WISCONSIN

(SEAL)

By _____
Timothy C. Michalak
Mayor

Lori Hetzel
City Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, GREEN
BAY, WISCONSIN
Fiscal Agent

(SEAL)

By _____
Title _____

Attest _____
Title _____

SCHEDULE A

Debt Service Schedule
\$7,000,000 General Obligation Refunding Bonds, Series 2016B
of the City of Hartford, Wisconsin
dated June 28, 2016

(SEE ATTACHED)

DRAFT

[SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on May 1, ____, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	____

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	____

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	____

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)]
____	____

[SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION*

City of Hartford, Wisconsin
General Obligation Refunding Bonds, Series 2016B
Dated June 28, 2016

NOTICE IS HEREBY GIVEN that a portion of the Bonds of the above-referenced issue which mature on May 1, 20__ shall be subject to mandatory sinking fund redemption on May 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
May 1, ____	\$ _____	_____

Such portion of the Bonds will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE
COMMON COUNCIL

CITY OF HARTFORD, WISCONSIN

Dated: _____

* To be provided by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be filed electronically with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.]

SCHEDULE [B/C]

(SEE ATTACHED)

DRAFT

RESOLUTION NO. 3455

RESOLUTION SUPPLEMENTING RESOLUTION NO. 2082;
AUTHORIZING THE ISSUANCE AND AWARDED THE SALE OF
\$4,885,000* WATER AND ELECTRIC SYSTEM REFUNDING REVENUE BONDS,
SERIES 2016C; AND PROVIDING FOR THE PAYMENT OF SUCH BONDS
AND OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Hartford, Washington and Dodge Counties, Wisconsin (the "Municipality") owns and operates a water and electric system (the "System") which is operated for a public purpose as a combined public utility by the Municipality;

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements from the proceeds of bonds, which bonds are payable only from the income and revenues derived from any source by such utility and are secured by a pledge of the revenues of the utility;

WHEREAS, the Municipality has heretofore issued and has outstanding the Water and Electric System Revenue Bonds listed on the attached Exhibit A (the "Outstanding Bonds") pursuant to Resolution No. 2082 adopted on June 26, 1989 (the "1989 Resolution") by the Governing Body of the Municipality (the "Governing Body") and certain other Resolutions adopted by the Governing Body listed on the attached Exhibit A (the 2009 Resolution and 2011 Resolution shall be referred to collectively herein as the "Supplementing Resolutions"), which are payable from the revenues of the System;

WHEREAS, the Governing Body of the Municipality now deems it to be necessary, desirable and in the best interest of the Municipality to issue additional revenue bonds payable from the revenues of the System for the purpose of paying the cost of refunding certain outstanding obligations of the Municipality which were issued to finance improvements to the System, to wit: its Water and Electric System Revenue Bonds, dated July 15, 2005 (the "2005 Bonds") (the 2019 through 2022 maturities of the 2005 Bonds shall be referred to herein as the "Refunded Obligations") (the "Refunding");

WHEREAS, the 1989 Resolution, as amended, shall remain in full force and effect, even though the 1989 Bonds have been defeased, until the Outstanding Bonds, the Bonds to be issued pursuant to this Resolution and any Parity Bonds have been paid in full as to both principal and interest;

WHEREAS, Section 9 of the 1989 Resolution provides that additional bonds may be issued on a parity with the Outstanding Bonds upon compliance with certain conditions;

* Preliminary, subject to change.

WHEREAS, to the best of the Municipality's knowledge, information and belief, and in reliance upon the Additional Bonds Certificate attached hereto as Exhibit B and incorporated herein by this reference, the Municipality complies with the conditions precedent to the issuance of additional revenue bonds;

WHEREAS, other than the Outstanding Bonds, the Municipality has no bonds or obligations outstanding which are payable from the income and revenues of the System;

WHEREAS, for the purpose of paying the cost of the Refunding (including paying legal, financing, and other professional fees in connection therewith and adding funds to the Reserve Account, if necessary), the Governing Body deems it to be necessary, desirable and in the best interest of the Municipality to authorize and sell additional water and electric system revenue bonds of the Municipality payable solely from the revenues of the System on a parity with the Outstanding Bonds, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes and Section 9 of the 1989 Resolution, as amended;

WHEREAS, the additional revenue bonds will mature, in accordance herewith, commencing not later than 3 years after the date of the issuance thereof in such amounts that the requirement each year to pay both principal and interest thereon (the latter being payable not less frequently than annually from the date of issuance of the revenue bonds) will, it is hereby found by this Governing Body, be reasonable in accordance with prudent municipal utility management practices; and

WHEREAS, the Governing Body now deems it to be necessary, desirable and in the best interest of the Municipality to supplement the 1989 Resolution, as amended and supplemented by the Supplementing Resolutions, to provide for the issuance and sale of water and electric system revenue bonds on a parity with the Outstanding Bonds and to award the sale of such bonds to Hutchinson, Shockey, Erley & Co., Milwaukee, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Municipality that:

Section 1A. Definitions. The definitions in the 1989 Resolution and the Supplementing Resolutions apply to and are incorporated into this Resolution except as expressly amended below or unless the context expressly or by necessary implication requires otherwise. References in the 1989 Resolution and Supplementing Resolutions to "Bonds" and "Additional Bonds" shall apply to the Bonds being issued pursuant to this Resolution. All references to specific sections in the 1989 Resolution and Supplementing Resolutions also apply to the Bonds being issued pursuant to this Resolution unless otherwise amended herein.

Section 1B. Restated, Additional and/or Amended Definitions. In addition to, as restated and/or in amendment of the terms defined in Section 1(a) hereof, the following terms shall have the following meanings in this Resolution unless the context expressly or by implication requires otherwise:

"Act" means Section 66.0621, Wisconsin Statutes;

"Annual Debt Service Requirement" means the total amount of principal and interest due on the Outstanding Bonds, the Bonds or any Parity Bonds in any Bond Year whether at maturity or pursuant to mandatory redemption thereof;

"Bonds" mean the Water and Electric System Refunding Revenue Bonds, Series 2016C of the Municipality dated June 28, 2016, authorized to be issued by this Resolution;

"Bulk Power Supply Engineer" means a nationally recognized engineer, or firm of engineers selected by the Municipality and which has skill and expertise in the field of bulk power supply planning;

"Credit Obligation" means any obligation of the Municipality under a contract, lease, installment sales agreement or other instrument, including but not limited to any contract entered into with a municipal electric company pursuant to Section 66.0825(8), Wisconsin Statutes, to make payments for property, services or commodities for the benefit or use of the electric utility portion of the System whether or not the same are made available, furnished or received, or any other obligation of the City, under which the City lends credit to or guarantees debts, claims or other obligations of any other person or entity for the purpose of obtaining property, services or commodities for the electric utility portion of the System or for the purpose of financing the initial costs of any project of any other person or entity from which property, services or commodities are intended to be obtained for the benefit or use of the electric utility portion of the System but only to the extent such obligation requires payment directly or indirectly from a designated fund or account provided for under this Resolution;

"Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents, replacements and capital expenditures. In the case of the electric utility portion of the System, Current Expenses shall include, without intent to limit the foregoing, all costs of purchasing, producing and delivering electric power and energy and specifically fuel costs, costs of transmission service, reserve service, interchange service, and all other costs of purchased power, including obligations under the Power Supply Contract between the Municipality and WPPI, and all payments required by Credit Obligations;

"DTC" or "Depository" means The Depository Trust Company, New York, New York, or any successor as securities depository for the Bonds;

"Fiscal Agent" means Associated Trust Company, National Association, Green Bay, Wisconsin;

"Municipality" means the City of Hartford, Washington and Dodge Counties, Wisconsin;

"1989 Resolution" means Resolution No. 2082 adopted by the Governing Body on June 26, 1989, which authorized the 1989 Bonds;

"Original Purchaser" or "Purchaser" means Hutchinson, Shockey, Erley & Co., Milwaukee, Wisconsin;

"Outstanding Bonds" means the 2009 Bonds and the 2011 Bonds, collectively;

"Parity Bonds" means the Outstanding Bonds and any additional bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality of rank with the Bonds pursuant to the Act and Section 9 of the 1989 Resolution;

"Power Supply Contract" means the Long Term Power Supply Contract for Participating Members between the Municipality and WPPI entered into under Section 66.0825(8), Wisconsin Statutes;

"Refunding" means paying the cost of refinancing the Refunded Obligations;

"Refunded Obligations" means the 2005 Bonds maturing in the years 2019 through 2022;

"Reserve Account" means the Reserve Account of the Special Redemption Fund created and established pursuant to Section 6 of the 1989 Resolution, as amended by the Supplementing Resolutions and this Resolution;

"Reserve Requirement" means an amount which is equal to the lesser of maximum amount of principal and interest due on the Outstanding Bonds and the Bonds in any Bond Year or an amount not greater than 125% of average annual debt service on the Outstanding Bonds and the Bonds. If Parity Bonds are issued, the Reserve Requirement shall be an amount equal to the lesser of maximum amount of principal and interest due on the Outstanding Bonds, the Bonds and the Parity Bonds in any Bond Year or an amount not greater than 125% of average annual debt service on the Outstanding Bonds, the Bonds and the Parity Bonds;

"Resolution" means this resolution entitled: "Resolution Supplementing Resolution No. 2082; Authorizing the Issuance and Awarding the Sale of \$4,885,000 Water and Electric System Refunding Revenue Bonds, Series 2016C; and Providing for the Payment of Such Bonds and Other Details and Covenants With Respect Thereto" adopted by the Governing Body on June 14, 2016;

"Supplementing Resolutions" means the 2009 Resolution and the 2011 Resolution;

"2009 Bonds" means the outstanding balance of the Water and Electric System Revenue Bonds, dated June 15, 2009;

"2009 Resolution" means Resolution No. 3245 adopted by the Governing Body on June 9, 2009, which authorized the 2009 Bonds;

"2011 Bonds" means the outstanding balance of the Water and Electric System Refunding Revenue Bonds, dated October 12, 2011;

"2011 Resolution" means Resolution No. 3313 adopted by the Governing Body on September 27, 2011, which authorized the 2011 Bonds; and

"WPPI" means WPPI Energy, a municipal electric company organized under Section 66.0825, Wisconsin Statutes.

Section 2. Authorization of the Bonds. For the purpose of paying the cost of the Refunding (including paying legal, financing, and other professional fees in connection therewith and funding the Reserve Account, if necessary), there shall be borrowed on the credit of the income and revenue of the System the sum of \$4,885,000*, and registered revenue bonds of the Municipality are hereby authorized to be issued in evidence thereof to Hutchinson, Shockey, Erley & Co., Milwaukee, Wisconsin (the "Purchaser") in accordance with the terms and conditions of its bond purchase proposal (the "Proposal") attached hereto as Exhibit C and incorporated herein by this reference.

Section 3. Terms of the Bonds. The revenue bonds shall be designated "Water and Electric System Refunding Revenue Bonds, Series 2016C" (the "Bonds"); shall be dated the date of delivery, shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum set forth in the Proposal and shall mature on July 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1. Interest on the Bonds shall be payable semi-annually on January 1 and July 1 of each year commencing on January 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

It is hereby determined and declared that:

- (a) the above schedule of maturities of the Bonds is such that the requirement each year to pay both the principal of and interest on the Bonds is reasonable in accordance with prudent municipal utility management practices;
- (b) the refunding of the Refunded Obligations is advantageous to the Municipality; and
- (c) the aggregate amount of Bonds, which shall encompass sums sufficient to provide for the costs hereinabove set forth, is necessary.

Section 3A. Redemption Provisions. The Bonds shall not be subject to optional redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

* Preliminary, subject to change.

Section 4. Parity with the Outstanding Bonds. The Bonds shall be additional bonds within the meaning of Section 9 of the 1989 Resolution; are issued on a parity with the Outstanding Bonds; and are secured by an equal lien and claim to the revenues and properties of the System and the monies on deposit in the Special Redemption Fund as set forth in the 1989 Resolution, as supplemented by the Supplementing Resolutions and this Resolution.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 6. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund created and established pursuant to the 1989 Resolution, as supplemented by the Supplementing Resolutions and this Resolution, and shall be a valid claim of any holder thereof only against said Special Redemption Fund and the revenues of the System pledged to such fund on a parity with the Outstanding Bonds. Sufficient revenues have been heretofore pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Outstanding Bonds, the Bonds and any Parity Bonds as the same becomes due. It is the express intent and determination of the Governing Body that the amount of revenues to be set aside in the Special Redemption Fund (including the Reserve Account) shall be sufficient in any event to pay the principal of and interest on the Outstanding Bonds, the Bonds and any Parity Bonds and to provide any amounts required to be paid into the Reserve Account to maintain the Reserve Requirement.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Outstanding Bonds, the Bonds and any Parity Bonds, certain funds of the System have been created and established and shall be set aside in separate and special funds in the order of priority as listed in Section 6 of the 1989 Resolution which shall be used solely for the purposes set forth in the 1989 Resolution, as amended by the Supplementing Resolutions and which are hereby further amended as follows:

Subparagraph (c) of Section 6 of the 1989 Resolution which was supplemented by the Supplementing Resolutions is hereby further amended and supplemented to read as follows:

"(c) Water and Electric System Special Redemption Fund, which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account".

(i) There shall be deposited in the Interest and Principal Account from Bond and any Parity Bond proceeds all accrued interest. In addition, there shall be deposited in said account in the manner specified in Section 7 of the 1989 Resolution, an amount sufficient (after giving effect to available amounts in said account from accrued interest, any premium, investment earnings and any other source) to pay the principal of and interest on the Outstanding Bonds, the Bonds and any Parity Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purpose of paying

principal of and interest on the Outstanding Bonds, the Bonds and any Parity Bonds in accordance with the provisions of the 1989 Resolution, as amended.

The minimum amounts to be so deposited in the Interest and Principal Account for debt service on the Bonds are set forth on Exhibit D-2 and incorporated herein by this reference.

(ii) There currently is on deposit in the Reserve Account \$_____. In accordance with Section 11 hereof, upon the issuance of the Bonds, if necessary, there shall be deposited into the Reserve Account from proceeds of the Bonds a sum so that the total on deposit therein equals the Reserve Requirement, and any amount on deposit in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Refunding Fund established below to be used for the purpose of refunding the Refunded Obligations. The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Outstanding Bonds, the Bonds or any Parity Bonds at any time when there shall be insufficient money in the Interest and Principal Account. The Reserve Account shall be funded and replenished in the manner specified in Section 7 of the 1989 Resolution, as amended by the Supplementing Resolutions and this Resolution which provides that the Reserve Account is to be replenished in no more than 36 months to maintain the Reserve Requirement so long as such funding and replenishment at all times complies with the pertinent provisions of the Code and Regulations."

Section 8. Application of Revenues. After the delivery of any of the Outstanding Bonds, the entire gross earnings of the System have been and will continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed in the 1989 Resolution, as amended and supplemented by the Supplementing Resolutions and this Resolution, in the order of priority and in the manner set forth in the 1989 Resolution, as amended by the Supplementing Resolutions and this Resolution.

Section 9. Service to the Municipality. In accordance with the Act, Section 8 of the 1989 Resolution provides that the reasonable cost and value of services rendered to the Municipality by the System by furnishing water and electric service for public purposes, shall be charged against the Municipality and shall be paid by it in quarterly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System, and out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the Municipality in each year shall be amended to be an amount which, together with the other revenues of the System, will produce earnings equivalent to not less than one and one quarter (1.25) times annual principal and interest requirements on the Outstanding Bonds, the Bonds and any Parity Bonds then outstanding after deduction of all operation and maintenance expenses of the System but before deduction of depreciation charges and local tax equivalents.

Section 10. Credit Obligations.

(a) To the extent permitted by law, the Municipality may undertake any Credit Obligation which directly or indirectly requires payments from the Water and Electric

System Operation and Maintenance Fund, but only if it shall first obtain an opinion of a Bulk Power Supply Engineer to the effect that: (i) the property, services or commodities to be furnished pursuant to such Credit Obligation may be used beneficially by the Municipality to meet the power and energy requirements of the electric utility portion of the System; and (ii) the obtaining of such property, services or commodities is technically and economically justifiable in accordance with prudent municipal utility management practice.

(b) To the extent permitted by law, the Municipality may undertake any Credit Obligation that directly or indirectly requires payments from the Surplus Fund, subject to any prior use of such monies for the benefit of the Bonds pursuant to Section 7 of this Resolution without meeting the requirements of subsection (a).

(c) The Bulk Power Supply Engineer may, in making all estimates required to be made or necessary to render any opinion required under this Section, rely upon estimates supplied by other engineers or information supplied by other persons, including an authorized representative of the Municipality, who the Bulk Power Supply Engineer believes to be qualified and to have access to the necessary information to make such estimates and to provide such information.

Section 11. Sale of the Bonds. The Bonds shall be sold to the Purchaser for the sum set forth on the Proposal. The Proposal is hereby approved, and the appropriate Municipality officials are hereby authorized and directed to execute the same. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 12. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. Any amount of proceeds of the Bonds necessary to make the amount currently on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. An amount of proceeds of the Bonds sufficient to provide for the payment of the Refunded Obligations and to pay costs of issuance shall be deposited in a special account designated the "Refunding Fund" for that purpose. Any balance remaining in said Refunding Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 13. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 7 and 11 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wisconsin Statutes, until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Special Redemption Fund and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the Municipality and used only for the respective purposes thereof. The proceeds of the Bonds shall

be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder (the "Regulations").

An officer of the Municipality, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 14. Compliance with Federal Tax Laws. (a) The Municipality represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Municipality further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Municipality certifying that the Municipality can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Municipality also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Municipality will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 15. Resolution a Contract. The provisions of this Resolution, together with the 1989 Resolution and Supplementing Resolutions, shall constitute a contract between the Municipality and the holder or holders of the Outstanding Bonds, the Bonds and any Parity Bonds, and after issuance of any Bond or any Parity Bond no change or alteration of any kind in the provisions of this Resolution may be made except as provided in Section 14 of the 1989 Resolution, until all of the Outstanding Bonds, the Bonds and any Parity Bonds have been paid in full as to both principal and interest. The holder or holders of any Bond or any Parity Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof, including, but without limitation, the right to require the Municipality, its Governing Body and other authorized body,

to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution, the 1989 Resolution and the Supplementing Resolutions.

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Municipality and on file in the City Clerk's office.

Section 17. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the Municipality's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the Municipality and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 18. Persons Treated as Owners; Transfer of Bonds. The Municipality shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 19. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Municipality at the close of business on the Record Date.

Section 20. Bond Insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the Municipality to insure the Bonds may reasonably request and which are acceptable to the Mayor and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in

the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Undertaking to Provide Continuing Disclosure. The Municipality hereby covenants and agrees, for the benefit of the holders of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the holders of the Bonds or by the Original Purchaser on behalf of such holders (provided that the rights of the holders and the Original Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations hereunder and any failure by the Municipality to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The Mayor and City Clerk, or other officer of the Municipality charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 22. Redemption of Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on July 1, 2016 at a price of par plus accrued interest to the date of redemption.

The Municipality heretofore directed the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit G and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the Municipality to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 23. Official Statement. The Governing Body hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of the Rule. All actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 24. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds

may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 25. Deemed Designated as Qualified Tax-Exempt Obligations. The Bonds are deemed designated as "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3)(D)(ii) of the Code and in support of such designation, the City Clerk or other officer of the Municipality charged with the responsibility for issuing the Bonds, shall provide an appropriate certificate of the Municipality, all as of the Closing.

Section 26. Ratification of the 1989 Resolution and Supplementing Resolutions. Except as expressly amended and supplemented by the provisions of this Resolution, the provisions of the 1989 Resolution and Supplementing Resolutions shall remain in full force and effect.

Section 27. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions (other than the 1989 Resolution and Supplementing Resolutions), rules or other actions of the Governing Body or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In case of any conflict between this Resolution and the 1989 Resolution or the Supplementing Resolutions, the 1989 Resolution or the Supplementing Resolutions shall control so long as any bonds of the Outstanding Bonds authorized by such resolution are outstanding. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The appropriate officers and agents of the Municipality are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 14th day of June, 2016.

Timothy C. Michalak
Mayor

Attest:

Lori Hetzel
City Clerk

(SEAL)

EXHIBIT A

CITY OF HARTFORD
WATER AND ELECTRIC SYSTEM REVENUE BONDS

Schedule of Outstanding Bonds

1. Water and Electric System Revenue Bonds, dated June 15, 2009 (the "2009 Bonds") pursuant to Resolution No. 3245 adopted on June 9, 2009 (the "2009 Resolution").
2. Water and Electric System Refunding Revenue Bonds, dated October 12, 2011 (the "2011 Bonds") pursuant to Resolution No. 3313 adopted on September 27, 2011 (the "2011 Resolution").

DRAFT

EXHIBIT B

ADDITIONAL BONDS CERTIFICATE

The undersigned, Dawn Timm, Finance Director/Treasurer of the City of Hartford, Wisconsin (the "City"), and Brian Rhodes, Director of Utilities of the City, hereby certify the following in connection with the issuance of its \$4,885,000 Water and Electric System Refunding Revenue Bonds, Series 2016C (the "2016 Bonds").

2. We have reviewed and are familiar with the provisions of Resolution No. 2082 (the "1989 Resolution") adopted by the City to authorize an issue of bonds which have been defeased; certain resolutions supplementing the 1989 Resolution as defined in the 2016 Resolution; and a resolution adopted on June 14, 2016 (the "2016 Resolution"). The City has heretofore issued and has outstanding certain Water and Electric System Revenue Bonds (the "Outstanding Bonds") as defined in the 2016 Resolution.

3. To the best of our knowledge, information and belief, the City meets the conditions set forth in Section 9 of the 1989 Resolution, as amended and supplemented by the Supplementing Resolutions, necessary to issue the 2016 Bonds on a parity and equality of rank with the Outstanding Bonds, to wit:

(i) Net Revenues. As set forth on the attached Schedule I, the Net Revenues (as defined in the 1989 Resolution, as amended) for fiscal year 2015 were at least equal to 1.25 times the highest combined annual interest and principal requirements on the Outstanding Bonds and the 2016 Bonds.

(ii) No Default. The payments required to be made into the various funds and accounts provided in the 1989 Resolution, as amended and supplemented by the Supplementing Resolutions and the 2016 Resolution, are current and the City is not in default under any of the terms of the 1989 Resolution, as amended and supplemented by the Supplementing Resolutions and the 2016 Resolution.

(iii) Payment Dates. The 2016 Bonds will be payable as to principal on July 1 of each year in which principal falls due, and payable as to interest semi-annually on January 1 and July 1.

(iv) Reserve Account. Upon issuance of the 2016 Bonds, the Reserve Account will be funded such that the amount on deposit in the Reserve Account will equal \$_____, which is equal to the lesser of the maximum annual principal and interest requirement on the Outstanding Bonds and the 2016 Bonds or an amount not greater than 125% of the average annual debt service on the Outstanding Bonds and the 2016 Bonds.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective this 14th day of June, 2016.

Dawn Timm
Finance Director/Treasurer

Brian Rhodes
Director of Utilities

DRAFT

EXHIBIT C

BOND PURCHASE PROPOSAL

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WASHINGTON AND DODGE COUNTIES
NO. R-__ CITY OF HARTFORD \$_____
WATER AND ELECTRIC SYSTEM REFUNDING REVENUE BOND,
SERIES 2016C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
July 1, ____ June 28, 2016 ____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Hartford, Washington and Dodge Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable commencing on January 1, 2017 and semi-annually thereafter on January 1 and July 1 of each year until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered in the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,885,000 all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 66.0621, Wisconsin Statutes, for the purpose of paying the costs of refunding certain outstanding obligations of the City issued to finance improvements to the City's Water and Electric System (the "System").

The Bonds are not subject to optional redemption.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the Resolution referenced below at the redemption price of par plus accrued interest to the date of redemption and without premium.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.]

This Bond is issued pursuant to Section 66.0621, Wisconsin Statutes, Resolution No. 2082 adopted by the Common Council on June 26, 1989 (the "1989 Resolution"), certain Resolutions supplementing the 1989 Resolution (collectively, the "Supplementing Resolutions") as defined in a Resolution adopted by the Common Council on June 14, 2016 (the "2016 Resolution"), and the 2016 Resolution (hereinafter the 1989 Resolution, the Supplementing Resolutions and the 2016 Resolution shall be referred to collectively as the "Bond Resolution"). The City has heretofore issued and has outstanding certain Water and Electric System Revenue Bonds described in the 2016 Resolution (the "Outstanding Bonds"). The Bonds are issued on a parity with the Outstanding Bonds and are secured by an equal lien and claim to the revenues and properties of the System and the moneys on deposit in the Special Redemption Fund (referenced below).

THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE OF WISCONSIN CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION. THIS BOND SHALL NOT BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY.

This Bond is a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond, together with interest thereon, shall be payable only out of the Special Redemption Fund created by the 1989 Resolution, and shall be a valid claim of the holder thereof only against said Special Redemption Fund and the revenues pledged to such fund and does not constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation. The City hereby certifies that sufficient revenues have been pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal and interest of this Bond on a parity with the Outstanding Bonds as the same falls due.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; and that the issuance of this Bond has been duly authorized by the City and does not exceed or violate any constitutional or statutory limitation.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent or any successor thereto, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent or any successor thereto, and thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds [(i)] after the Record Date. [(ii) during the fifteen (15) calendar days preceding the date of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption.] The City and Fiscal Agent may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

IN WITNESS WHEREOF, the City of Hartford, Washington and Dodge Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual signatures of its duly qualified Mayor and City Clerk; and to be sealed with the official seal of the City, all as of the original date of issue specified above.

CITY OF HARTFORD,
WASHINGTON AND DODGE COUNTIES,
WISCONSIN

By: _____
Timothy C. Michalak
Mayor

(SEAL)

By: _____
Lori Hetzel
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Bond Resolution of the City of Hartford, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F

Fiscal Agency Agreement

(See Attached)

DRAFT

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 28th day of June, 2016 between the City of Hartford, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$4,885,000 Water and Electric System Refunding Revenue Bonds, Series 2016C, dated June 28, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolution adopted by the Municipality on June 14, 2016 (the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of January 1, 2017 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

[The Obligations due on July 1, 20__ and July 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on July 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent. [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed [at the option of the Municipality] shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. [Obligations subject to mandatory redemption shall be selected as described in (a) above.] The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other

transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule [B/C] hereto.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

DRAFT

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

CITY OF HARTFORD, WASHINGTON
AND DODGE COUNTIES, WISCONSIN

By _____
Timothy C. Michalak
Mayor

(SEAL)

Lori Hetzel
City Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, GREEN
BAY, WISCONSIN
Fiscal Agent

(SEAL)

By _____
Title _____

Attest _____
Title _____

SCHEDULE A

Debt Service Schedule
\$4,885,000 Water and Electric System Refunding Revenue Bonds, Series 2016C
of the City of Hartford, Wisconsin
dated June 28, 2016

(SEE ATTACHED)

DRAFT

[SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on July 1, ____, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from special redemption fund deposits which are required to be made in amounts sufficient to redeem on July 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on July 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on July 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on July 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on July 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

[SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION*

City of Hartford, Wisconsin

Water and Electric System Refunding Revenue Bonds, Series 2016C

Dated June 28, 2016

NOTICE IS HEREBY GIVEN that a portion of the Bonds of the above-referenced issue which mature on July 1, 20__ shall be subject to mandatory sinking fund redemption on July 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
July 1, ____	\$ _____	_____

Such portion of the Bonds will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE
COMMON COUNCIL

CITY OF HARTFORD, WISCONSIN

Dated: _____

* To be provided by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be filed electronically with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.]

SCHEDULE [B/C]

(SEE ATTACHED)

DRAFT

EXHIBIT G

NOTICE OF FULL CALL*

CITY OF HARTFORD
WASHINGTON AND DODGE COUNTIES, WISCONSIN
WATER AND ELECTRIC SYSTEM REVENUE BONDS
DATED JULY 15, 2005

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on July 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
07/01/2019	\$1,480,000	4.00%	416803FP4
07/01/2020	1,200,000	4.00	416803FQ2
07/01/2022	2,400,000	5.00	416803FS8

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on July 1, 2016.

By Order of the
Common Council
City of Hartford
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to July 1, 2016. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, or facsimile transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to July 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to XL Capital Assurance Inc., or any successor, the bond insurer of the Bonds.

EXECUTIVE SUMMARY

RESOLUTION NO. 3456

TITLE: A Resolution Adopting the 2015 DNR Wastewater Compliance Maintenance Annual Report (CMAR).

BACKGROUND: In accordance with the Wisconsin Department of Natural Resources Discharge Permit, staff has completed the 2015 Compliance Maintenance Annual Report (CMAR). These reports have been completed every year since 1986. The DNR ranks plant performance on a Grade Point Average (G.P.A.) with each grade defining a range of responses:

A = Voluntary Range
B = Voluntary Range
C = Recommended Range
D = Action Range
F = Action Range

Hartford's G.P.A. for 2015 was 4.0. In all categories Hartford received an A ranking in each CMAR reported category. The plant continues to run well, with plenty of remaining capacity, and will continue to serve the City's needs for a number of years.

FISCAL IMPACT: None

RECOMMENDATION: That authorized City Officials approve the 2015 Wastewater Treatment Plant Compliance Maintenance Annual Report by executing a Resolution and the Wastewater Plant and Collection Systems Director submitting the Annual Report to the Department of Natural Resources.

PREPARED BY:

David Piquett

David Piquett
Plant and Collection Systems Director

5-31-2016

Date

REVIEWED BY:

Steve Volkert

Steve Volkert
City Administrator

5-31-16

Date

ROUTING: Utility Committee - June 6, 2016
Common Council - June 14, 2016

RESOLUTION NO. 3456

**A RESOLUTION APPROVING THE 2015 WASTEWATER TREATMENT
PLANT COMPLIANCE MAINTENANCE ANNUAL REPORT**

WHEREAS, the Wastewater Plant and Collection Systems Director has prepared and presented to the Common Council a Compliance Maintenance Annual Report pursuant to NR208;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, that the Compliance Maintenance Annual Report for 2015, as attached hereto, is **approved and** the Wastewater Plant and Collection Systems Director is authorized to submit the Annual Report to the Department of Natural Resources.

Signed:

Timothy C. Michalak, Mayor

Introduced: June 14, 2016

Adopted: June 14, 2016

Attest:

Lori Hetzel, City Clerk

Compliance Maintenance Annual Report

Hartford Water Pollution Control Facility

Last Updated: Reporting For:
5/3/2016 **2015**

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	1.6252	x	104	x	8.34	=	1,406
February	1.5253	x	116	x	8.34	=	1,469
March	1.6073	x	148	x	8.34	=	1,986
April	2.5207	x	114	x	8.34	=	2,386
May	1.9998	x	110	x	8.34	=	1,834
June	2.2619	x	134	x	8.34	=	2,528
July	1.8863	x	131	x	8.34	=	2,056
August	1.7360	x	174	x	8.34	=	2,516
September	1.8602	x	151	x	8.34	=	2,336
October	1.8235	x	149	x	8.34	=	2,261
November	1.8729	x	117	x	8.34	=	1,822
December	2.5440	x	131	x	8.34	=	2,777

2. Maximum Month Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	5.5	x	90	=	4.95
		x	100	=	5.5
Design (C)BOD, lbs/day	6500	x	90	=	5850
		x	100	=	6500

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

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3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes

Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes gallons

No

Holding Tanks

Yes gallons

No

Grease Traps

Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Yes

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<ul style="list-style-type: none">• No <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Hartford Water Pollution Control Facility

Last Updated: Reporting For:
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Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	10	10	0	1	0	0
February	10	10	0	1	0	0
March	10	10	0	1	0	0
April	10	10	0	1	0	0
May	5	5	0	1	0	0
June	5	5	0	1	0	0
July	5	5	0	1	0	0
August	5	5	0	1	0	0
September	5	5	0	1	0	0
October	5	5	0	1	0	0
November	10	10	0	1	0	0
December	10	10	0	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- Yes Enter last calibration date (MM/DD/YYYY) 09/11/2015
- No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- Yes
- No

If Yes, please explain:

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<p>[]</p> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <p>[]</p> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <p>[]</p>
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	10	10	0	1	0	0
February	10	10	1	1	0	0
March	10	10	0	1	0	0
April	10	10	0	1	0	0
May	10	10	0	1	0	0
June	10	10	0	1	0	0
July	10	10	0	1	0	0
August	10	10	0	1	0	0
September	10	10	0	1	0	0
October	10	10	0	1	0	0
November	10	10	0	1	0	0
December	10	10	0	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for NH3

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	4.3		.02655	0					
February	4.3		.0801	0					
March	4.3		0	0					
April	2.7		.01315625	0					
May	1.2		.0874875	0					
June	1.2		.084	0					
July	1.2		.084	0					
August	1.2		.084	0					
September	1.2		.1025625	0					
October	3.8		.084	0					
November	4.3		.08664375	0					
December	4.3		.077	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to detect exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to detect exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.0	1	0
February	1	0.0	1	0
March	1	0.1	1	0
April	1	0.1	1	0
May	1	0.1	1	0
June	1	0.1	1	0
July	1	0.4	1	0
August	1	0.1	1	0
September	1	0.1	1	0
October	1	0.2	1	0
November	1	0.1	1	0
December	1	0.1	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Outfall No. 003 - Aerobically digested sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	3.24				4.33		2.15			.63				0	0
Cadmium		39	85	3.2				2.8		2.4			2.5				0	0
Copper		1500	4300	636				431		469			569				0	0
Lead		300	840	8.8				<3.9		<5.3			<3.8				0	0
Mercury		17	57	.973				.376		.674			.425				0	0
Molybdenum	60		75	<10.9				<7.88		<10.6			<7.66			0		0
Nickel	336		420	138				80.3		89.3			107			0		0
Selenium	80		100	<10.9				16.6		21.3			19.2			0		0
Zinc		2800	7500	759				423		460			595				0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, Contact Us.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	01/01/2015 - 03/31/2015
Density:	84,275
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	AEROB
Process Description:	Aerobic digestion in a well mixed storage facility.

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Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	04/01/2015 - 06/30/2015
Density:	84,275
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	AEROB
Process Description:	Aerobic digestion in a well mixed storage facility.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	07/01/2015 - 09/30/2015
Density:	84,275
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	AEROB
Process Description:	Aerobic digestion in a well mixed storage facility.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	10/01/2015 - 12/31/2015
Density:	84,275
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	AEROB
Process Description:	Aerobic digestion in a well mixed storage facility.

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, Contact Us.

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Outfall Number:	003
Method Date:	03/31/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	003
Method Date:	06/30/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	003
Method Date:	09/30/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	003
Method Date:	12/31/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

0

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

\geq 180 days (0 Points)

150 - 179 days (10 Points)

120 - 149 days (20 Points)

90 - 119 days (30 Points)

$<$ 90 days (40 Points)

N/A (0 Points)

6.2 If you checked N/A above, explain why.

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	0
7. Issues	
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:	
None	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Last Updated: Reporting For:
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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes (Continue with question 2)<input type="radio"/> No (40 points) <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<ul style="list-style-type: none"><input type="radio"/> Paper file system<input type="radio"/> Computer system<input type="radio"/> Both paper and computer system<input type="radio"/> No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><input type="radio"/> Excellent<input checked="" type="radio"/> Very good<input type="radio"/> Good<input type="radio"/> Fair<input type="radio"/> Poor <p>Describe your rating:</p> <div style="border: 1px solid black; padding: 5px;">Above very good! Always striving for excellence.</div>	

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

<p>1. Operator-In-Charge</p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) <p>Name: <input type="text" value="DAVID R PIQUETT"/></p> <p>Certification No: <input type="text" value="31568"/></p>	0																																																																																							
<p>2. Certification Requirements</p> <p>2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge?</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Sub Class</th> <th rowspan="2">SubClass Description</th> <th>WWTP</th> <th colspan="2">OIC</th> </tr> <tr> <th>Advanced</th> <th>OIT</th> <th>Basic</th> <th>Advanced</th> </tr> </thead> <tbody> <tr><td>A1</td><td>Suspended Growth Processes</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>A2</td><td>Attached Growth Processes</td><td></td><td>X</td><td></td><td></td></tr> <tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr> <tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td></td><td></td><td></td></tr> <tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>Solids Separation</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>C</td><td>Biological Solids/Sludges</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>P</td><td>Total Phosphorus</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td>Disinfection</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>L</td><td>Laboratory</td><td>X</td><td></td><td></td><td>X</td></tr> <tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr> <tr><td>SS</td><td>Sanitary Sewage Collection</td><td>X</td><td>NA</td><td>NA</td><td>NA</td></tr> </tbody> </table> <p>2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2015 - 2016; subclass SS is basic level only.)</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) 	Sub Class	SubClass Description	WWTP	OIC		Advanced	OIT	Basic	Advanced	A1	Suspended Growth Processes	X			X	A2	Attached Growth Processes		X			A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural					A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X			X	C	Biological Solids/Sludges	X			X	P	Total Phosphorus	X			X	N	Total Nitrogen					D	Disinfection	X			X	L	Laboratory	X			X	U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	NA	NA	NA	0
Sub Class			SubClass Description	WWTP	OIC																																																																																			
	Advanced	OIT		Basic	Advanced																																																																																			
A1	Suspended Growth Processes	X			X																																																																																			
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C	Biological Solids/Sludges	X			X																																																																																			
P	Total Phosphorus	X			X																																																																																			
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D	Disinfection	X			X																																																																																			
L	Laboratory	X			X																																																																																			
U	Unique Treatment Systems																																																																																							
SS	Sanitary Sewage Collection	X	NA	NA	NA																																																																																			
<p>3. Succession Planning</p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> One or more additional certified operators on staff <input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0																																																																																							
<p>4. Continuing Education Credits</p> <p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p> <p>OIT and Basic Certification:</p>																																																																																								

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<ul style="list-style-type: none">○ Averaging 6 or more CECs per year.○ Averaging less than 6 CECs per year. Advanced Certification: <ul style="list-style-type: none">● Averaging 8 or more CECs per year.○ Averaging less than 8 CECs per year.	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Dawn Timm"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(262) 673-8203"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 150px;" type="text"/></p>																			
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 80px;" type="text" value="2014"/></p> <ul style="list-style-type: none"> <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> N/A (private facility) <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) 	0																		
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																			
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 80px;" type="text" value="2014"/></p> <ul style="list-style-type: none"> <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> N/A <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																			
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; border: 1px solid black; text-align: right;">660,546.49</td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">660,546.49</td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">+</td> <td style="border: 1px solid black; text-align: right;">\$ 0.00</td> </tr> <tr> <td>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)</td> <td style="text-align: right;">-</td> <td style="border: 1px solid black; text-align: right;">\$ 0.00</td> </tr> <tr> <td>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">660,546.49</td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	660,546.49	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00	3.2.3 Adjusted January 1st Beginning Balance	\$	660,546.49	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$ 0.00	3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$ 0.00	3.2.6 Ending Balance as of December 31st for CMAR Reporting Year	\$	660,546.49	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	660,546.49																	
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00																	
3.2.3 Adjusted January 1st Beginning Balance	\$	660,546.49																	
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$ 0.00																	
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$ 0.00																	
3.2.6 Ending Balance as of December 31st for CMAR Reporting Year	\$	660,546.49																	

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All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

None. Have enough in Sewer Utility budget and Capital Equipment retained earnings to cover equipment replacement and major repairs without touching the fund balance in the designated equipment replacement fund.

3.3 What amount should be in your Replacement Fund? \$

Please note: If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

0

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
None reported			

5. Financial Management General Comments

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

- Yes
- No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

- Yes (Continue with question 1)
- No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

Goals

Describe the specific goals you have for your collection system:

To ensure maximum flow and collection system capacity through cleaning and maintenance. To also be able to clean, televise and repair a higher percentage of the system every year.

Organization

Do you have the following written organizational elements (check only those that apply)?

- Ownership and governing body description
- Organizational chart
- Personnel and position descriptions
- Internal communication procedures
- Public information and education program

Legal Authority

Do you have the legal authority for the following (check only those that apply)?

- Sewer use ordinance Last Revised Date (MM/DD/YYYY)
- Pretreatment/Industrial control Programs
- Fat, oil and grease control
- Illicit discharges (commercial, industrial)
- Private property clear water (sump pumps, roof or foundation drains, etc.)
- Private lateral inspections/repairs
- Service and management agreements

Maintenance Activities (provide details in question 2)

Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

- State plumbing code
- DNR NR 110 standards
- Local municipal code requirements
- Construction, inspection, and testing
- Others:

Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

- Alarm system and routine testing
- Emergency equipment
- Emergency procedures
- Communications/notifications (DNR, internal, public, media, etc.)

Capacity Assurance:

How well do you know your sewer system? Do you have the following?

- Current and up-to-date sewer map

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- Sewer system plans and specifications
- Manhole location map
- Lift station pump and wet well capacity information
- Lift station O&M manuals

Within your sewer system have you identified the following?

- Areas with flat sewers
- Areas with surcharging
- Areas with bottlenecks or constrictions
- Areas with chronic basement backups or SSOs
- Areas with excess debris, solids, or grease accumulation
- Areas with heavy root growth
- Areas with excessive infiltration/inflow (I/I)
- Sewers with severe defects that affect flow capacity
- Adequacy of capacity for new connections
- Lift station capacity and/or pumping problems
- Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed
- Special Studies Last Year (check only those that apply):
 - Infiltration/Inflow (I/I) Analysis
 - Sewer System Evaluation Survey (SSES)
 - Sewer Evaluation and Capacity Management Plan (SECAP)
 - Lift Station Evaluation Report
 - Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	40	% of system/year
Root removal	15	% of system/year
Flow monitoring	100	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	10	% of system/year
Manhole inspections	40	% of system/year
Lift station O&M	14	# per L.S./year
Manhole rehabilitation	5	% of manholes rehabbed
Mainline rehabilitation	2	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services

Please include additional comments about your sanitary sewer collection system below:

Looking to do more mainline sewer rehab using trenchless technology in upcoming years. Are including first five feet of private property lateral grouting in all mainline rehab bids eliminating a large source of I&I. Continue to be aggressive with manhole rehab.

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3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

34.89	Total actual amount of precipitation last year in inches
32.89	Annual average precipitation (for your location)
92.1	Miles of sanitary sewer
14	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
 No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
 No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

More grouting and manhole rehab has helped reduce I&I.

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5.4 What is being done to address infiltration/inflow in your collection system?

Mainline and manhole rehab work. As mention prior, are including first 5 ft from mainline of private property lateral are now being grouted on any relining project the city does.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0020192

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Last Updated: Reporting For:
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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

EXECUTIVE SUMMARY

TITLE: Request for Proposals for Building Demolition Services - 112 E. Washington Avenue under an Order to Raze and Remove Building.

BACKGROUND: An Order to Raze and Remove Building was filed and recorded on December 28, 2015 regarding the home located at 112 E Washington Avenue pursuant to Wisconsin Statutes Section 66.0413(1)(i). Since that time the property owner of record has failed to comply with the Order. On May 19, 2016 *Requests for Proposals* were sent to seven qualified firms and an Advertisement for Proposals was published in the Daily News' legal section requesting proposals to provide building demolition services for the removal and clean-up of the home located at 112 E Washington Avenue (Tax Key No. 36-2103-005-001).

Proposals were opened and reviewed on June 2, 2016. This project includes the demolition, removal, and proper disposal of the wood frame structure and contents of the vacant home which has approximately 1,800 sq. ft. of living space as well as the garage, patio and attached porch. The contractor will be responsible for all costs of transport and the disposal of demolition debris, including any asbestos material found during demolition. The results for the submitted proposals were as follows:

Eagle Demolition & Environmental, Carrollton, GA	-	\$ 13,550.00
RLP Contractors (Richard Plese), Hartford, WI	-	\$ 14,800.00
Macemon & Sons, Inc., Racine, WI	-	\$ 16,400.00
Spencer Renovation & Construction, Brookfield, WI	-	\$ 29,033.00

The low proposal submitted by Eagle Demolition from Carrollton, GA was reviewed with the City Attorney. Their proposal was the most complete and showed that they were a very reputable company with the capabilities to complete the work.

FISCAL IMPACT: \$13,550.00 shall be assessed and collected as a special assessment tax against the real estate known as Tax Key No. 36-2103-005-001 (112 E. Washington Ave).

RECOMMENDATION: Appropriate City officials are authorized to accept the proposal for building demolition services from Eagle Demolition & Environmental Services, 103 Folds Drive, Carrollton, GA 30117, dated May 24, 2016 at an estimated cost of **\$13,550.00**.

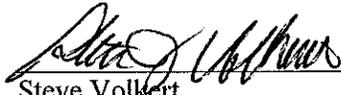
PREPARED BY: Jason W. Schall 6-7-16
Jason W. Schall
City Engineer
DATE

REVIEWED BY: Justin Drew 6/7/16
Justin Drew
City Planner
DATE

REVIEWED BY: Ian Prust 6/8/16
Ian Prust
City Attorney
DATE

REVIEWED BY: 
Dawn Timm
Finance Director/Treasurer

6/9/16
DATE

APPROVED BY: 
Steve Volkert
City Administrator

6-17-16
DATE

ROUTING: Common Council - June 14, 2016

ExecSummary/Bids/112EWashington/ExecSummary

SUBMITTED BY: Eagle Demolition & Environmental
James Potts, Project Manager
103 Folds Dr.
Carrollton, GA 30117

Dated: 05/24/2016

X 
(Sign and Print Name below Line)
James Potts

DEADLINE: The deadline for submittal of written proposals is: **June 2, 2016 at 2:00 p.m.** Please submit Proposals to:

CITY OF HARTFORD
Attention: Jason Schall, City Engineer
109 N. Main Street
Hartford, WI 53027

Any questions regarding this RFP should be directed to Jason Schall at 262-673-8263 or jschall@ci.hartford.wi.us

The Common Council of the City of Hartford reserves the right to accept or reject any or all proposals with respect to irregularities or technicalities and further to award the contract to the vendor who in the sole judgment of the Common Council will best serve the interest of the City of Hartford.

- D. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;
- E. include testing and startup;
- F. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other loss payee to whom a Certificate of Insurance has been issued.

PROPOSAL REQUIREMENTS: Interested contractors can review photos taken by the Building Inspector of the interior of the home. These photos can be viewed at the Engineering Department at City Hall. Contractors are invited to walk around the exterior of the building prior to submitting their proposal. Interested firms must, at a minimum, provide the following information:

- a) Qualifications/Experience – Describe the firm’s qualifications and experience with this type of work.
- b) Approach – Describe how the work will be accomplished. What measures will be employed to protect adjacent structures from damage? What practices will be used to minimize disruption of existing residential operations?
- c) Schedule – Provide an estimated schedule to complete the work.
- d) Safety – Provide information regarding firm’s safety record, and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.
- e) Price – Contractors to submit price quote. It is the City’s intent to select a contractor for the demolition that will, in the City’s sole determination, provide the best demolition proposal at the least cost. Price must include any/all fees related to the project requirements.

TRAFFIC: Local access must be maintained on all streets. Proper barricades must be in place. All construction signs shall follow MUTCO Work Zone Safety Guidelines for Construction and Maintenance and Utility Operation dated January 2006.

SCHEDULE: The Contractor shall begin work after approval by Common Council and complete the project by **July 29, 2016**.

LOCATION: See attached location map.

BID PRICE:

TOTAL BID _____ \$ 13,550

TOTAL BID Thirteen Thousand, Five Hundred and Fifty
(words)



Eagle Demolition & Environmental

Company Package

103 Folds Drive
Carrollton, GA., 30117

Office: 770.836.0673
770.832.3026

Fax: 770.838.7711

Email: bids@eagledemoenviro.com

Website: www.eagledemoenviro.com

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Corporate Information

Eagle Demolition & Environmental is a Georgia registered S-Corporation that was established in 2016 via acquisition from a former company (Resurgence Demolition & Environmental) with a wealth of twenty- five plus years of industry experience. CEO Vetia Holland joined forces with several other industry experts to form our now current company. Our corporate office is located @ 103 Folds Dr. in Carrollton, GA. 30117. Personnel from this office will be directly involved with your project are as follows: Vetia Holland (CEO), James Potts (project manager), Chauncey Hill (estimator), James Guy (environmental mgr. asbestos/lead/mold), Josanny Davis (Corporate Sec.), and Conrad Jackson (construction/clean & close foreman). Our company hasn't been in any litigation within the last five years, and doesn't have any current or pending litigation at this time. Upon full disclosure, there are no conflicts of interest concerns affiliated with any of our staff directly or indirectly and/or with any members of your staff, and/or its affiliates. Our firm is a MBE & FBE with federal & state certification, and we are also certified with the City of Atlanta as an SBE, FBE, MBE, & Section 3 (HUD) contracting firm. We also reach out to other SBE's, FBE's, & MBE's to prosper diverseness whenever possible.

1. Vetia Holland--- 15 years of experience in accounting, corporate management and business administration. CEO of Eagle Demolition & Environmental Inc., Vetia is knowledgeable in federal/state government contracts, EPD notifications, manifests, demo/recycling plans, affidavits; permits; etc.
2. James Potts Jr.---15 years of experience in demolition/wrecking; served as liaison of for Haz Whopper/confined space training for Kodak Camera Co. & its contractors; Demo/abatement of the old bowling alley on Mayson Turner. Worked with Debra Conner (former deputy dir. of Code Compliance) for The City of Atlanta & City Councilman Ivory Young; Worked in conjunction with The Dept. of Agriculture on the demo & handling of all Ag products @ Piggly Wiggly Supermarket in Tallapoosa GA. A devastating 5 alarm blaze engulfed the store leaving a total loss.
3. Chauncey Hill --- 25 years of experience in demolition/wrecking; Worked as a demo contractor for the City of Atlanta; Involved in the demolition/decommissioning of 250,000 sq. ft. auto parts manufacturer; The implementation of EPD regulations affecting demo/enviro practices with numerous major cities; Decommissioning of hazardous stack furnaces at Kodak Camera Co. worldwide headquarters in Rochester NY; Spear headed and completed the six story old Atl. Life Bldg. on Auburn Ave. due to the devastating tornado of 2008 that rocked the entire city. Worked along with the EPD, OSHA, The Dept. of Natural Resources, DOT & The City of Atlanta's Housing & Community Development Commissioner (James Shelby) to complete the hazardous and dangerous demolition & abatement of the site within an expedited time frame. The Bldg was deemed a threat to human health (health hazard) the day after the twister.; Worked in conjunction with The TSA, Homeland Security, Federal Aviation Authority, and The Hartsfield-Jackson airport security to dismantle, handle, transport, and safe keep (18) baggage x-ray scanning machines after the gov't prompted all airports to comply with the new equipment after 9-11.

4. Josanny Davis---12 years' experience in accounting & corporate management; Accounts payables/receivables; Josanny will primarily deal with invoicing, and handle any required submittals including but not limited to EPD notifications, manifests, demo/recycling plans, affidavits; permits; etc.
5. Conrad Jackson---30 years' experience in design & build. Clean/close foreman.
6. James Guy--- 20 years' of experience in asbestos abatement and surveys. Lead coordinator for environmental work and field testing. Handles EPD notifications, air quality control, hazardous materials, lab reports and manifest. Liaison for federal/state and local municipalities.

**The six aforementioned individuals will primarily deal with the daily operations of the project; however, other company representatives may be used on a limited basis if needed or required.*

Statement of Bidder Qualification

1. Eagle Demolition & Environmental, Inc. (founded & name changed in 2016)
2. Located at 103 Folds Dr. Carrollton, GA 30117
3. Originally organized in 1993 by Chauncey Hill as H&H Demolition & Hauling, Inc. & Resurgence Demolition & Environmental in 2010; However, Eagle Demolition & Environmental Inc., acquired Resurgence Demolition & Environmental in the first quarter of 2016.
4. Eagle Demolition & Environmental is a Georgia registered Sub S-Corporation.
5. We perform total/selective demolition; asbestos/lead/mold surveying and abatement/remediation; hauling; land clearing; grading; disaster relief.
6. Equipment available for project(s):
 - a. 330 excavator w/thumb---serial#55144 acquired 2006
 - b. Excavator w/breaker hammer---serial# 888814 acquired 2009
 - c. 210 excavator w/thumb---serial#56218 acquired 20083
 - d. 53' Long reach excavator---serial#40055 acquired 2008
 - e. Track loader---serial# acquired 2006
 - f. Skid steer loader--- serial#564284722 acquired 2005
 - g. Grapple loader & truck---serial#3FEXF8017XMA11077 acquired 2002
 - h. International Dump truck---serial#1HTSCABM9SH209363 acquired 2005
 - i. Ford dump truck---serial#1FDXF80C0WVA28006 acquired 2007
 - j. Horton hauler trailer---serial#5E2B1162X71029831
 - k. A wide array of asbestos and lead supplies/equipment for testing & abatement
 - l. Drills, skill saws, paint, vents, plywood, bolts/nuts, etc.
7. Vetia Holland ---CEO
James Potts --- Partner/Project Mgr.
Chauncey Hill --- Estimator.
James Guy --- Environmental/ Lead & Mold Mgr.
Josanny Davis---Corporate Sec.
Conrad Jackson---Construction/clean & close foreman
8. Direct Contact--- (770) 836-0673 office

Company History

Eagle Demolition & Environmental was established in 2016 via strategic acquisition from a former company with a wealth of 25 plus years of experience in the industry. Demolition & abatement is our mainstream: However, after identifying the need for additional deconstruction/construction attributes we were encouraged to become more diversified; hence the following areas of expertise were included in our portfolio:

**Land Clearing
Disaster Relief
Hauling**

**Grading
Haz Mat Specialist
Implode/Explode**

**Asbestos/Lead/Mold Abatement
Construction Site Clean-Up
Environmental testing/consulting**

We have a combined pool of twenty- four (24) trained/licensed specialized associates with the capacity to execute contracts in the following categories: electrical, welding, carpentry, masonry, plumbing, soil & compaction testing, and total construction.

Many of our team members have further received Haz Whopper, OSHA, Confined Space, and Respirator Fit Test Training, and AHERA & asbestos certification.

We were awarded and successfully completed contracts for: Southwire, Kodak, Industrial Furnace, H.J. Russell Construction Company, Atlanta Public School System, Disaster Services, Inc., (DSI), Carroll County Board of Education, Community Action For Improvement (CAFI) Head Start Centers, Bell South, Dixie Sugar Co., Kingsford Charcoal Co., Brassfield & Gorrie Construction Co., Beverly Enterprises, and a host of others.

Logistically, we have performed work in 40 different states in the union, and will be happy to satisfy you in any demographical region in the US.

Dedicated to Perfection and Customer Satisfaction

Proposed Team Approach

We are a full service demolition/wrecking company specializing in total/selective demolition, asbestos/lead/mold testing & remediation, hauling, grading, & disaster relief. We plan to maximize the opportunity to recycle/reuse all applicable building material to make this project as green (LEED) as possible; Thus, eliminating refuse being land filled, and minimizing the impact to the environment. Our highly trained skilled work force will use state of the art equipment such as our long reach excavator w/spray capability. This machine allows the operator to demolish the structure while water is being sprayed by a controlled method to keep dust and airborne particles to a minimum. This process eliminates the old method of a man using a hydrant hose, and frees up our labor force to work on other important scopes. We plan to deconstruct/demo the structures in stages using acceptable industry methods pertaining to demolition starting with the roof structure, collapsing of the inner partitions then the outer load bearing walls and ending with the slab & footings. Our demolition will be timed and safe. We will provide a tentative time frame schedule prior to demolition, and keep daily/weekly logs of progress so that we may ensure that your project is finished professionally and timely. Please refer to our enclosed service plan and statement of bidder's qualifications to satisfy your requested criteria.

Safety Protocol Plans/Procedures

1. All demolition activities are completed using acceptable industry standard methods.
2. A spotter is used anytime heavy equipment/trucks are in reverse motion.
3. All metal cutting is done with safety glasses, gloves, & long sleeved shirts worn.
4. All hazardous substances are disposed in appropriate manner.
5. Steel toed boots & hard hats are worn during all demolition activities.
6. Safety vests and/or company attire is worn when traffic controls are in force.
7. First -Aid kits are kept on every job site.
8. All employees are given an annual physical via Occupational Health (Federally accepted).

**If an accident occurs, the superintendent is immediately notified. If the accident is severe in nature then we call 911 to get the appropriate help available. Next, an accident report is filled out for insurance purposes, and the client is then notified to let them know that an accident occurred at their job site.*

Organization's Response to a Request for Services, PO# or NTP

A typical request for service or NTP is normally granted with a 10 day window to proceed, and usually 30-60 days to complete, depending on the size, and particulars of the structure to be demolished.

Our staff at Eagle Demolition & Environmental would like to take the guess work out of your demolition projects. We would like to be your one stop shop pertaining to all your demolition and environmental needs. Our highly trained staff can take any project from commencement to completion, offering our clients the most cost effective affordable methods available on a turn-key basis.

Before the commencement of any demolition project, there are a few things required by Federal law that must take place prior, during, and after the project is complete; however, most municipalities and their staff aren't trained in such particulars. That's where our company can benefit you the most, and our erudite staff can be utilized at your disposal for the duration of the project.

Step#1---We will provide an initial survey conducted by one of our state licensed highly trained accredited AHERA inspectors. Once the survey is completed, we will provide you with a well prepared user friendly report with ACM quantities, locations, and colored photos of such material. The report will also have a chain of custody, and list the percentage and the type of asbestos along with the testing facility's (lab) results.

Step#2---If there is asbestos present; we would then give you a price for abating any asbestos containing material (ACM), and file the necessary paperwork/notifications with the Environmental Protection Division (EPD). All fees that must be paid prior to abatement are inclusive in the initial pricing.

Step#3--- State law requires that a 10 day projects notification be filed with the EPD prior to the commencement of any demolition activities. Our company will file the necessary notification, and in some cases obtain a 3 day notification if deemed necessary.

Step#4---We will notify the Utilities Protection Company (UPC) and guarantee that all utilities (i.e. gas, electrical, water, sewer/septic, cable, phone, and any fiber optic networking) are located, disconnected, and terminated properly.

Step#5---We will obtain any necessary permits for demo/land disturbance & sewer plug; including but not limited to site plans (site development), rodent inspections, and the arborist to determine if any trees are to be impacted.

Step#6---**READY FOR THE DEMOLITION TO BEGIN!** Prior to proceeding with the actual demolition/deconstruction, we will give you a time frame in which your project is to be completed, with exception of Force Majeure. We strive vigorously to keep your project within a specific time frame, thus allowing our clients to the flexibility to prearrange for possible new construction as soon as possible. We also follow proper protocol and adhere to any regulations enforced by the Dept. of Natural Resources, OSHA, & DOT respectively; such as, National Emission Standards of Hazardous Air Pollutants (NESHAP), erosion control, job safety, and traffic control.

Step#6---After your job is complete, we will follow up within two weeks to make sure our client(s) were satisfied with our performance and to answer any and all questions that the client may have. Also, we want to make sure that vegetation has sprouted if prearranged in the contract before final close out.

Tip: Happy clients are normally the best clients.

Asbestos & Demolition

An overview of asbestos regulations for demolition contractors, municipalities, and property owners:

What's The Big Deal?

Asbestos has been linked to several forms of cancer and debilitating respiratory diseases. If improperly handled, it can drain a company or municipality of assets due to lawsuits. In the 1980's, states enacted laws to protect the health of anyone coming in contact with this carcinogen. The Environmental Protection Division (EPD) is responsible for enforcing these laws. The regulations specifically target activities that have the greatest potential for exposing people; such as demolition contractors, general contractors, roofers, drywall installers, and insulation companies, just to name a few. It is in the best interest of anyone that may take on such demo or major renovation projects to hire a knowledgeable firm to consult with them about the rules and regulations that are applicable prior to the project's inception. The EPD takes regulatory responsibility very serious, and will not hesitate to vigorously enforce the asbestos regulations. **The penalties allow up to \$25,000.00 per day for each violation.**

What Should A Municipality Or Company Do?

First, you must get an asbestos survey done by an accredited AHERA inspector licensed by your prospective state. The suspect Asbestos Containing Material (ACM) must be tested by an accredited lab normally using PLM microscopy methods. After the results are determined, the licensed inspector will provide you with a copy of such. The copy should include pictures, locations, and quantities of the ACM, a chain of custody report, and the laboratory test results as well. Also, it should contain information as to what type of asbestos and the percentage. Chrysotile and Amosite are the most common forms of asbestos; however, there are many more forms, and the law is quite clear on removal and disposal of this material. Second, The ACM has to be abated by a licensed abatement contractor. This process is normally done in friable or non-friable conditions. If abated in friable conditions, normally containment areas, wetting agents, and negative air machines must be used to adhere to the provisions set forth by the EPD. The abatement contractor should be responsible for making sure that all manifest records for waste disposal is made privilege to you no longer than 30 days after hazardous land filling. Third, after you've received a clean bill of health, the demolition contractor must file a 10 day projects notification with the EPD prior to demolition, and you should keep all paperwork (i.e. surveys, manifests, and notifications) in a safe place for your records in case of environmental recourse.

Other Things You Should Know!

There are other laws and regulations that are enforced by The Dept. of Natural Resources, OSHA and the Dept. of Transportation; such as, National Emission Standards of Hazardous Air Pollutants (NESHAP), erosion control accountability, job safety protocol, and road disturbance. We want to keep you safe, and protect your assets from some of the aforementioned. Please call us for a consultation, because as it has been said many times in a court of law: **IGNORANCE IS NO EXCUSE TO THE LAW!**

Cash Flow

Our firm has stayed consistent as far as work and cash flow. Our projected volume for the fiscal year before acquisition is \$1,500,000.00, and we've stayed pretty consistent with an average of \$800,000 over the last five years. We have completed work for Federal, State, & local governmental entities in 40 different states. We also have a wide range of corporate clients such as; Southwire, Kodak, Dixie Sugar Company, The City of Atlanta/Parks & Rec., Coweta County, and AT&T just to name a few. Please refer to our enclosed service plan, history and list of references to satisfy your requested criteria.

Eagle Demolition & Environmental References

WAPA (2016)
PO BOX 6457
Phoenix, AZ 85005
Art Ruiz (602) 605-2764
Abatement of 3 substations

US Coast Guard NC (2015)
1664 Weeksville Rd
Elizabeth City NC 27909-5004
Mark Croley (252) 335 6569
Lead Base Paint Abatement bldg's. #35 & 49

City of Buchanan GA (2015)
PO Box 6
Buchanan GA 30113
Karen King (770) 646-3081
Demolition of blighted structure @ 96 Tallapoosa St.

U.S Army Corps of Engineers (2015)
502 8th St
Huntington, WV 25701
Mary Newman (304) 399-5228
Demolition of Tract 313 (Grundy VA)

Gates County NC (2014)
200 Court St
Gatesville NC 27938
Valerie Tripp (252) 357-2411
Demolition of Structure @ 233 Punchbowl Rd.

City of Atlanta (Feb. 2008 to July 2008)
55 Trinity Ave. Suite 3450
Atlanta, GA 30303
James Shelby (404) 330-6000
\$286,000.00 (Demo/abatement old Atlanta Life Ins. Bldg. on Auburn Ave. in Atlanta, GA)
\$193,000.00 (Demo/abatement old bowling alley on Mayson Turner-beltline district) Councilman Ivory Young Dist.

Intier Seating (2007)
3900 Lewis Dr.
Novi, MI 48377
Mark Dunn (248) 567-4000
\$770,000.00 (Demo/abatement 250,000 sq. ft. former auto parts manufacturer/D&L in Carrollton, GA)

*** Formerly Resurgence Demolition & Environmental***

EXECUTIVE SUMMARY

TITLE: Review of the Development Agreement between Lepien Farmland, LLC and the City of Hartford for the Oriole Ponds Apartment Development

BACKGROUND: The Common Council approved the Annexation Petition in March, and the Rezoning Petition in April of 2016. The Plan Commission approved a site plan and conditional use permit for a planned unit development in May 2016. The Development will consist of 156 apartments and 3 single-family lots.

There are a number of unique issues associated with this Development that are addressed in the Agreement. They are discussed below. The remainder of the Agreement is standard.

1. The City and the Developer shall work together to find a suitable location for the installation of an emergency siren, as required by the City Fire Department. The City shall be fully responsible for the costs of installation and maintenance of the emergency siren.
2. No driveway access shall be allowed onto State Highway 83.
3. The Developer agrees to erect and maintain, at Developer's expense, a temporary knockdown barrier between the Red Oak Country Estates Subdivision and the Development at the terminus of Red Oak Drive South and Firefly Trail. The City of Hartford agrees to release and terminate this temporary easement for Emergency secondary access to Lot 1 within 120 of the dedication of right-of-way and improved connection of the east terminus of Whistle Drive to Highway 83 or another public right-of-way in such manner as to provide permanent emergency secondary access to Lot 1.
4. The Developer shall grant the City of Hartford a 50 foot easement along State Highway 83 directly east of the right-of-way running parallel to State Highway 83 for a potential future "bike path" installation and use. This potential future bike path installation and maintenance shall be the sole responsibility of the City of Hartford. Any snowplowing of the potential future bike path shall not be the responsibility of the Developer nor the subsequent owner of Lot 1, 2, 3, or 4 within the Development.
5. 2. The Developer shall agree to install and maintain a bike path connection from within the Lot 1 Development connecting the private asphalt drive within Oriole Ponds Apartments to the potential future City of Hartford Bike Path within 120 days of the City of Hartford notifying the Developer that their portion of the State Highway 83 bike path is open for use by the public. This private connection from Lot 1 shall be placed near the far Northwest corner adjacent to State Highway 83 and shall be near the "trash enclosure" area so designated on the Engineering plan submitted by MSA Professional Services, Inc. and approved by the City of Hartford.
6. Developer hereby acknowledges and agrees that the private well located on the Property shall solely be used for filling the storm water ponds and/or other storm water maintenance needs.
7. The Developer, upon issuance of the Occupancy Permit(s) as set forth in Section V, shall pay the current Code-established park fee per dwelling unit. The Developer shall receive a CREDIT against these park fees in the amount of \$54,500.00 (The current City of Hartford assessed value) for the donation of a vacant parcel of land (Roughly 12.170 acres of land) (Tax Key #36-2803002013) in the City of Hartford by Mark T. McCune to the City of Hartford;

however, said CREDIT is conditioned upon the City Park and Recreation Committee approving and accepting the dedication of land referenced herein.

RECOMMENDATION: The Planning Staff recommends approval of the Development Agreement between Lepien Farmland, LLC and the City of Hartford for the Oriole Ponds Apartment Development.

Prepared By: Justin Draw 6/9/16
Justin Draw, Date
City Planner

Approved By: Steve Volkert 6/9/16
Steve Volkert, Date
City Administrator

ROUTING: COMMON COUNCIL 06/14/16

RECORDING PAGE

**DEVELOPER'S AGREEMENT
LEPIEN FARMLAND AND ORIOLE PONDS APARTMENTS**

This agreement made and entered into this _____ day of June, 2016 by and between *Lepien Farmland, LLC* (the "Developer"), owner, and all subsequent owners of Lots 1, 2, 3, and 4 of CSM #6688 of the Lepien Farmland and Oriole Ponds Apartments Project (the "Development") and the *City of Hartford* (the "City").

RECITALS

WHEREAS, the Developer is the owner of land located in the City and proposes to subdivide, develop and improve those certain lands known as the Lepien Farmland and Oriole Ponds Apartments, described in the attached Exhibit A, and desires to install those public improvements listed in Section II herein, and

WHEREAS, the Developer shall submit a Final CSM of Lots 1, 2, 3, and 4 to the City for its approval pursuant to Chapters 12 and 13 of the Municipal Code and Chapter 236, Wisconsin Statutes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I. LAND DIVISION

A. LAND USE

The Development shall consist of the following land uses as shown in Exhibit "B":

1. Lot 1 shall conform to the requirements of the Rm-3 Multi-Family District.
2. Lots 2, 3, and 4 shall conform to the requirements of the Rs-4 Single Family District.

B. DEVELOPER'S AGREEMENT AND CSM RECORDING

1. Within thirty (30) days after approval by all approving authorities, and waiver of objection by all objecting authorities, the Developer shall provide the City Engineer with a fully recordable final CSM containing all necessary information and signatures, together with a check payable to Washington County sufficient for recording fees. The City shall cause the final CSM to be recorded and shall provide evidence of the recording.

2. Within thirty (30) days after approval by all approving authorities, and waiver of objection by all objecting authorities, the Developer shall provide the City Clerk with a certified check payable to Washington County sufficient for recording fees. The City shall cause this Developer's Agreement to be recorded and shall provide the Developer with evidence of the recording.

3. The installation of improvements described in Section II shall occur in multiple phases, as described in Exhibit "B".

4. The Developer shall provide to the City good, indefeasible title to all interests in land dedicated for roadway purposes, described as "Whistle Drive", see sheet 3 of CSM.

C. SURVEY MONUMENTS

Following recording of the Final CSM, certification will be provided to the City Engineer that all survey or other monuments required by statutes or ordinance have been properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by the Developer or the subsequent owners of Lots 1, 2, 3, or 4 depending on where disturbances have occurred and need to be restored.

D. DEDICATIONS AND EASEMENTS

1. All water, sanitary sewer, storm water, and utility easements dedicated to the City shall grant the City the right to construct, install, maintain, inspect, repair, and replace the designated improvements in, on, over, or under the easement or permit others to do so. No use of such easement property shall be made which interferes with the City's rights. The City's only obligation to restore easement property after any use by the City shall be to grade the soil, replace the topsoil, and restore grass as needed.

2. The final utility easements throughout Lots 1, 2, 3, and 4 shall show ten (10) foot side yard and twenty (20) foot rear yard electric utility easements meeting Hartford Utility requirements. Rear lot line easements shall be placed so they are outside ponds, environmental corridors, tree stands to be retained, except where required by Hartford Utility. Raised ground berms to be created and planted with trees shall be allowed to be installed and maintained within any utility easements.

3. The Developer shall provide the City with easement for access to the land area necessary to install sanitary sewer and water main to and in proposed Development of Lot 1 from land owned by Lepien Farmland, LLC (North of Lot 1 of the CSM and adjacent to the Red Oak Country Estates Project along Firefly Trail). The legal description for said easement shall be approved by the City Engineer.

4. The City and the Developer shall work together to find a suitable location for the installation of an emergency siren, as required by the City Fire Department. The City shall be fully responsible for the costs of installation and maintenance of the emergency siren.

E. DEED RESTRICTIONS

1. No lot owner may vary any lot grade within a portion of a lot by more than three inches in any location until one year after the last occupancy permit has been granted in Lots 1, 2, 3, and 4, and then only by first demonstrating that any grade change will have no negative storm

water impact on adjoining pads, lots or the Development as a whole. The City shall have the right to require any petitioner to provide a grading plan prepared by a licensed surveyor or engineer attesting that any proposed grade change will not have a negative impact on any abutting landowners.

SECTION II. REQUIRED IMPROVEMENTS

All improvements shall be installed in accordance with the City's Standardized Development Specifications Manual dated April 13 2004, along with any later revisions.

A. GRADING, EROSION CONTROL AND STORM WATER MANAGEMENT

1. The Developer shall complete all work within Lots 1, 2, 3, and 4 based on the Master Engineering/Grading and Stormwater Management Plan for the Lepien Farmland and Oriole Ponds Apartments Development that was submitted by MSA Professional Services, Inc. and which was approved by the City of Hartford Plan Commission. Any required revision shall be submitted within 30 days of request, at least 15 days prior to initiating any grading activities. Storm water detention ponds capable of serving the Development shall be established as shown on the approved Master Engineering/Grading and Stormwater Management Plan submitted by MSA Professional Services, Inc. and approved by the City of Hartford.

2. The Developer shall design and install at its expense all storm sewer mains, detention ponds and appurtenances within the Development, in accordance with the standard specifications of the City and as approved by the City Engineer, capable of handling all on-site storm water. All storm sewer construction shall be done in accordance with Best Management Practices of the Wisconsin DNR. The Developer shall maintain all erosion control measures at its expense to the satisfaction of the City Engineer throughout construction, and following construction completion until such time that disturbed soils are stabilized to the City Engineer's satisfaction, following which silt fences and other erosion control devices shall be removed.

3. The Developer shall temporarily stabilize all disturbed areas in accord with the City of Hartford's Standardized Development Specifications Manual Section 7, 4, g and n.

4. Any soil stockpiled by the Developer shall be reduced as construction progresses. Upon completion of 75% of the dwellings within the Development, the Developer shall keep on site only an amount of soil reasonably necessary to complete the remaining buildings. All soil stockpiles shall be at a grade capable of accepting lawn mowing equipment and at all times shall be maintained so they are free of weeds and of any growth. From the time the first occupancy permit is granted in the Development, the stockpiles shall be manicured to the same lawn standards as other lawns in the Development.

5. The Developer shall establish lawns throughout Lots 2, 3 and 4. The Developer and subsequent Owner's shall be responsible for maintaining grass in these areas to the same standards as residential lawns. The Owner of Lot 1 shall solely be responsible for occasional maintenance related to maintaining the capacity of the storm water detention

ponds within the Development and shall be responsible for maintaining grass within Lot 1 to the same standards as residential lawns.

6. The Developer shall maintain a continuing responsibility for erosion control and soil stabilization for Lots owned by the Developer until such time as all lots within the Development have been built on, lawns installed, and recertifications completed. The Developer is responsible for housing design related to grades on all lots, and shall not authorize building permit issuance where planned yard grade(s), top of block level, driveway grade, or features such as split-level, tri-level, exposed basement, etc. are likely to result in erosion control problems, including unplanned storm water detention on the lot or exporting storm water onto adjacent lots in violation of the storm water management plan.

B STREET

1. The Developer shall dedicate, design and install at its expense the proposed street “Whistle Drive” within the Development in accordance with the plans prepared by its engineer and as approved by the City Engineer. This shall include 66-foot rights-of-way with 36-foot pavement for all rights-of-way.

2. The Developer shall design and install at its expense all curbing on Whistle Drive within the Development to be paved in accordance with plans prepared by engineer and approved by the City Engineer.

3. The Developer shall install and maintain at its own expense barricades and traffic controls as required by the City Engineer.

4. No driveway access shall be allowed onto State Highway 83.

5. The City shall not be responsible for the snowplowing for Whistle Drive until said road has received one asphalt lift and until any protruding utility appurtenance have received protective treatments such as manhole ramping to the satisfaction of the City Engineer.

6. The City shall install all street name signs and all traffic regulatory signs. The Developer shall reimburse the City within 30 days of billing for the cost of installing the signs.

C. TEMPORARY EASEMENT AND KNOCKDOWN BARRIER—Lot 1

1. The Developer agrees to erect and maintain, at Developer’s expense, a temporary knockdown barrier between the Red Oak Country Estates Subdivision and the Development at the terminus of Red Oak Drive South and Firefly Trail. The City of Hartford agrees to release and terminate this temporary easement for Emergency secondary access to Lot 1 within 120 of the dedication of right-of-way and improved connection of the east terminus of Whistle Drive to Highway 83 or another public right-of-way in such manner as to provide permanent emergency secondary access to Lot 1.

D. PEDESTRIAN WAYS—Lot 1

1. The Developer shall grant the City of Hartford a 50 foot easement along State Highway 83 directly East of the right-of-way running parallel to State Highway 83 for a potential future “bike path” installation and use. This potential future bike path installation and maintenance shall be the sole responsibility of the City of Hartford. Any snowplowing of the potential future bike path shall not be the responsibility of the Developer nor the subsequent owner of Lot 1, 2, 3, or 4 within the Development.

2. The Developer shall agree to install and maintain a bike path connection from within the Lot 1 Development connecting the private asphalt drive within Oriole Ponds Apartments to the potential future City of Hartford Bike Path within 120 days of the City of Hartford notifying the Developer that their portion of the State Highway 83 bike path is open for use by the public. This private connection from Lot 1 shall be placed near the far Northwest corner adjacent to State Highway 83 and shall be near the “trash enclosure” area so designated on the Engineering plan submitted by MSA Professional Services, Inc. and approved by the City of Hartford.

E. SANITARY SEWER AND WATER SYSTEMS—Lot 1

1. The Developer shall design and install at its expense sanitary sewer mains of a size to be determined by the City, and related appurtenances, including any necessary trenching in rock as required within the Development, and from Lot 1 to the sanitary sewer main connection point in the Red Oak Country Estates Subdivision, in accordance with plans prepared by its engineer, and in accordance with the Standard Specifications of the City and as approved by the City Engineer. The Developer shall allow for all future connections from neighboring properties and parcels to the internal sewer mains installed and approved by the City of Hartford at no cost or assessment to the connecting properties and parcels.

2. The Developer shall design and install at its expense water mains of a size to be determined by the City, and related appurtenances, including any necessary trenching in rock as required within the Development, and from Lot 1 to the water main connection point in the Red Oak Country Estates Subdivision, in accordance with plans prepared by its engineer, and in accordance with the Standard Specifications of the City and as approved by the City Engineer. The Developer shall allow for all future connections from neighboring properties and parcels to the internal water mains installed and approved by the City of Hartford at no cost to the connecting properties and parcels. The City has requested that the Developer oversize the water main an extra 2” (Increasing the water main from 8” to 10” to accommodate future possible City connections) and the City agrees to pay for this difference in sizing of the main within 30 days of receiving written proof of payment to the contractor installing the main.

3. One year after completion of sanitary sewer, the Developer shall, at the Developer’s expense and under the City’s supervision jet and if necessary, in the City’s

sole determination, televise the sanitary sewer. Any required reconstruction, in the City Engineer's sole determination, shall be at the Developer's cost.

4. For all public water and sewer improvements to be installed by Developer as set forth herein, Developer shall, at Developer's cost and expense, ensure that an inspector from MSA Professional Services, Inc. is present at the time of the installation of all public water and sewer improvements.

5. Developer hereby acknowledges and agrees that the private well located on the Property shall solely be used for filling the storm water ponds and/or other storm water maintenance needs.

F. ELECTRIC DISTRIBUTION SYSTEM

1. Hartford Electric shall design and install the local electrical distribution system, including street lamps, within the development in accordance with the standard specifications of the City and as approved by the City Engineer and Utility Director. The Developer shall be responsible for the actual cost of installing the local electric distribution system, and prior to the Electric Utility commencing construction shall prepay the Utility Department an amount equal to the estimated cost enumerated in SECTION III. At time of payment, the Utility shall provide the Developer with a letter agreeing to a construction deadline.

2. Hartford Electric shall not be responsible for the installation of the local electrical system until the Development has been graded to within 6 inches of the final grade. The Developer shall provide the City Engineer with approved master grading and storm water management plans prior to requesting the installation of the local electrical distribution system. Any reconstruction of electrical appurtenance resulting from grade difficulties will be the financial responsibility of the Developer.

G. OTHER UTILITY SYSTEMS

The Developer shall cause telephone, cable TV, and natural gas utility systems and associated appurtenances to be installed within and where necessary, adjacent to the entire Development.

H. STREET TREES AND LANDSCAPING—Lot 1

1. The Developer shall complete the installation and implementation of the complete Master Landscape Plan as proposed and submitted to the City of Hartford by TDI Associates, Inc. that was dated 4/15/16 and subsequently approved by the City of Hartford Plan Commission. The Site Landscape Plan is attached hereto as Exhibit C to this Agreement.

2. The Developer shall provide finished seeding for all swales as well as all terraces within the ROW.

3. Any and all trees and shrubs planted on the berms surrounding the perimeter of Lot 1 per the Landscape plan shall be maintained and replaced as needed each year if any trees or shrubs die throughout the year.

I. DEVELOPMENT STANDARDS—Lot 1

Structures within the Development of Lot 1 shall be constructed of the color and material that were submitted and approved by the City of Hartford.

J. PROPERTY MAINTENANCE

The Developer shall, in addition to ensuring the maintenance of erosion control measures in accordance with the approved erosion control plan (see SECTION II (A)), ensure compliance with Chapter 29 of the Municipal Code regarding property maintenance on each lot, until ownership of said lot is transferred.

SECTION III. CONSTRUCTION

A. START OF CONSTRUCTION

The Developer may commence construction of improvements enumerated below immediately following compliance with all the preceding Sections, and following the City Engineer's or City Forester's approval of the City's or Developer's plans submitted in accordance with the specifications of the City, as follows:

<u>PUBLIC IMPROVEMENTS</u>	<u>DESIGNED/ INSTALLED</u>	<u>COST BORNE</u>	<u>LETTER OF CREDIT AMOUNT</u>
ELECTRICAL DISTRIBUTION SYSTEM AND STREET LAMPS	City	Dev	\$0.00
SITE GRADING BY STREET	Dev	Dev	\$20,358.00
SANITARY/STORM SEWER & WATER MAIN	Dev	Dev	\$84,320.00
HWY 83 TURN/PASS LANES	Dev	Dev	\$29,610.00
8 Oz. FBRIC UNDER STREET	Dev	Dev	\$4,332.00
R.O.W.	Dev	Dev	\$17,975.00
CURB & GUTTER	Dev	Dev	\$11,000.00
1 ST and 2 ND ASPHALT LIFT	Dev	Dev	\$41,760.00
SEED AND MATTING	Dev	Dev	\$20,565.00
CITY REQUESTED 2" WATER MAIN OVERSIZE	City	City	\$0.00
STORM PONDS (Private on Lot 1)	Dev	Dev	\$0.00

BERM & TREE PLANTINGS (Private on Lot 1)	Dev	Dev	\$0.00
LANDSCAPING (Private on Lot 1)	Dev	Dev	\$0.00
JETTING & TELE. SEWER	City	Dev	\$0.00
POTENTIAL FUTURE BIKEPATH (ALONG HWY 83)	City	City	\$0.00
TEMPORARY KNOCKDOWN BARRIER	Dev	Dev	\$0.00
STREET LAMPS & SIGNAGE	City	Dev	\$0.00
Totals			\$229,920.00

B. COMPLETION OF CONSTRUCTION

All improvements enumerated above shall be installed and completed in accord with industry standards and specifications submitted by MSA Professional Service, Inc. and approved by the City of Hartford.

SECTION IV. APPROVAL AND TRANSFER OF IMPROVEMENTS, ETC.

A. INSPECTION

All construction of improvements shall be inspected and tested by the City Engineer or a consultant retained by the City Engineer to assure compliance with all construction and improvement requirements of the City.

B. AS-BUILTS

After Completion of all public improvements, and prior to final acceptance of said improvements by the City, the Developer shall prepare and present as-built documents to the City Engineer.

C. DEDICATION AND ACCEPTANCE

1. The Developer shall, upon completion of all of the improvements, unconditionally, and without charge to the City, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all liens and encumbrances whatsoever, together with (without limitation because of enumeration) all land, mains, conduits, pipes, lines, plant machinery, equipment, appurtenance which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto. The purpose of this Section is to dedicate Whistle Drive and public utilities.

2. Following completion of all of the improvements and the tender of the dedication by the Developer, the City Engineer shall forthwith report completion of the improvements

to the Public Works Committee and Common Council. If the City Engineer reports the improvements to be acceptable, the City may thereupon accept such improvements. The City Clerk shall provide Developer with a certified copy of the Common Council resolution(s) accepting said improvements hereunder which the Developer may record with the Washington County Register of Deeds to evidence Developer's compliance with this Agreement.

3. The City shall have the right to connect or integrate other utility facilities with the facilities provided for hereunder, without payment or award to, or consent of Developer.

D. IMPROVEMENT GUARANTEE

1. The Developer agrees to guarantee all improvements installed by the Developer against defects in materials or workmanship which appear within a period of one year from the date of acceptance by the City and shall pay for any damages resulting therefrom to City property.

2. Prior to their acceptance by the City, and for a period of one year thereafter, the Developer shall be responsible to repair or replace all improvements and, facilities installed by the Developer, and appurtenances thereof, which the City Engineer determines to be defective.

SECTION V. PERMITS

A. OCCUPANCY

1. Except as agreed by the City Engineer and/or Director of Utilities, no occupancy permit shall be issued for any dwelling unit until all underground utilities listed in Section III, plus the electrical system to be installed by Hartford Electric, are completed to the satisfaction of the City Engineer. Further, prior to issuance of an occupancy permit, Developer shall ensure that grading and/or graveling are completed in such a manner that emergency vehicles may obtain access to within 25 feet of the proposed dwelling unit, rollover curbs shall be installed, and the first lift of asphalt on all footage of Whistle Drive shall have been placed, to the satisfaction of the City Engineer.

B. THIRD PARTY NOTIFICATIONS

1. The Developer shall inform in writing any third party acquiring lot ownership or being granted authorization to seek a building permit for a lot of these requirements in this agreement prior to sale or building permit application, whichever occurs first.

SECTION VI. FEES

A. PARK FEES—LOTS 1, 2, 3, AND 4

The Developer, upon issuance of the Occupancy Permit(s) as set forth in Section V, shall pay the current Code-established park fee per dwelling unit. The Developer shall receive a CREDIT against these park fees in the amount of \$54,500.00 (The current City of Hartford assessed value) for the donation of a vacant parcel of land (Roughly 12.170 acres of land)(Tax Key #36-2803002013) in the City of Hartford by Mark T. McCune to the City of Hartford; however, said CREDIT is conditioned upon the City Park and Recreation Committee approving and accepting the dedication of land referenced herein.

B. DESIGN REVIEW FEES—LOT 1

For improvements designed and installed by the Developer, the Developer shall, within 30 days of billing (which shall occur concurrent with installation of the various improvements), reimburse the City for the City's administrative costs in an amount equal to actual cost, not to exceed 2% of the estimated costs in SECTION II.

C. ENGINEERING AND INSPECTION FEES—LOT 1

1. For the City's engineering and inspection costs, the Developer shall, within 30 days of billing, reimburse the City an amount equal to actual cost, not to exceed 2% of the estimated costs in SECTION II.

2. Alternately, if outside assistance is employed at the sole discretion of the City Engineer in order to facilitate timely project completion, the Developer shall, within 30 days of billing, reimburse the City an amount equal to 1% of the estimated costs in SECTION II plus the actual out-of-pocket costs for such outside assistance.

SECTION VII. FINANCIAL GUARANTEE

A. LETTER OF CREDIT

1. The Developer has elected to and shall provide to the City a formal irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in an amount which shall be sufficient to assure the faithful performance of the Developer's obligations under this Agreement. The costs of the Developer's obligations, as approved by the City Engineer, are in Section III of this Agreement.

2. The Developer shall deliver an irrevocable letter of credit in such amount equal to 115% of the estimated cost of construction prior to the start of construction. The amount of the credit shall be reduced by the City Engineer in amounts equal to the value of improvements which have been installed, completed, and approved by the City Engineer or shall be

increased in the event of delay in the installation of improvements and the escalation of costs. Said reductions shall occur no later than thirty (30) days after the improvements have been installed, completed, and approved by the City Engineer. In no event shall the amount of the credit be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus 15%. The Letter of Credit shall be approved as to form by the City Attorney.

B. PRESERVATION OF ASSESSMENT RIGHTS

1. In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments for any amount to which the City is entitled by virtue of this Agreement upon the CSM.

2. The City agrees that Lot 1 shall never be assessed for the construction of future storm water management, road installation, or improvements that are required to be constructed in connection with the development of any other parcels contiguous and adjacent to the North, East, and South property lines of Lot 1.

3. The remedies provided in this section are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

SECTION VIII. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. LAWS TO BE OBSERVED

The Developer shall at all times observe and comply with all federal, state and local laws, regulations or ordinances which are in effect or which may be placed in effect which may affect the conduct of the work to be accomplished under this Agreement. The Developer shall indemnify and save harmless the City and all its agents, officers and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by the Developer or its agents, employees, or contractors. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

B. PUBLIC PROTECTION AND SAFETY

The Developer shall be responsible for all damage, bodily injury, or death arising out of the work within the Development. Where apparent or potential hazards occur incident to his conduct of the work, the Developer shall provide other reasonable safeguards.

C. DEVELOPER'S RESPONSIBILITY FOR WORK

The Developer's work shall be deemed under the charge and care of the Developer until all improvements have been accepted by the City, except for damage caused by the actions of the City and its employees.

D. INSURANCE REQUIREMENTS

General:

The Developer shall require its contractors and subcontractors to provide insurance acceptable to the City as required under this section. The Developer shall further require that all required insurance under this section be maintained until improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the improvement guarantee or otherwise.

Certificates of Insurance:

Certificates of Insurance on all policies specified shall be filed with the City Clerk and shall provide that a fifteen (15) day written notice of material change or cancellation must be given to the City. The certificates must clearly state that liability insurance is provided and, if applicable to work under this Agreement, that explosion, collapse, and underground coverage is provided.

Insurance:

1. Where the City does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Employer's Liability (if applicable)	\$ 100,000 per occurrence
Comprehensive Motor Vehicle Liability, Bodily Injury & Property Damage combined (if applicable)	\$1,500,000 per accident
Comprehensive General Liability Bodily Injury	\$1,500,000 per accident
Property Damage Combined	\$1,000,000 per aggregate

2. Coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability may be furnished through the use of primary liability policies or in a combination with an umbrella excess third party liability.

Other coverage shall include the following:

- (i) Completed Operations and Products Liability
- (ii) The Developer shall provide completed Operations and Products Liability coverage for the life of the Agreement and maintain coverage for a period of One (1) year after the improvements have been accepted by the City. The liability limits shall be as required above for Comprehensive General Liability.
- (iii) Owner's Protective Liability (Independent Contractor Insurance) the limits of which shall be the same as those of the Comprehensive General Liability Policy.

SECTION IX. INDEMNIFICATIONS

A HOLD HARMLESS

1. The Developer shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom. A claim for indemnification under this section shall be conditioned upon the City giving to the Developer, with five business days of receiving the same, written notice of any claim made against the City for which indemnification is sought, and if requested to do so by the Developer's insurance carrier, the City shall tender the defense of such claim to the Developer's insurance carrier.

2. In any and all claims against the Developer, its officers, agents, and employees, by any employee of the City, its contractors, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

B. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Agreement, or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

C. INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION

1. The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Plat or this Agreement

(including, but not limited to, street right-of-way) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

2. The City agrees that it will immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such cleanup operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

SECTION X. AMENDMENTS AND ASSIGNMENTS

1. The City and the Developer may, by mutual consent, amend this Agreement. Any such future amendments shall be in writing and shall be in recordable form such that said Amendments may be recorded with the Register of Deeds for Washington County.

2. The Developer may assign or partially assign parts of this Agreement upon receiving written permission of the City. This includes partially assigning parts of this agreement relative to Lot 1 of the Development. The City will not unreasonably withhold its permission. Any assignment approved by the City in writing will be of a nature that will release the assignor of the obligations of this Agreement with corresponding assumption of the obligations of this Agreement by assignee.

SECTION XI. BINDING EFFECT

The Developer warrants that it is the equitable owner of all property within CSM and has full right and authority to make this Agreement. This Agreement and the grants, consents, and waivers contained herein shall run with the land and be binding upon the Developer and its successors and assigns or partial assigns, including all individual lot owners within the CSM.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the date first above written.

CITY OF HARTFORD

By: _____
Mayor

By: _____
City Clerk

LEPIEN FARMLAND, LLC

By: _____
Managing Member

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally came before this ____ day of _____, 2016, the above named _____, Mayor, and _____, City Clerk, to me known to be the persons who executed the foregoing instrument as the officers, pursuant to authority granted by the City of Hartford Common Council on the ____ day of _____, 2016.

*

Notary Public, Washington County, WI
My Commission is permanent. (If not,
State expiration date:_____)

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally came before this ____ day of _____, 2016, the above named _____, Managing Member, to me known to be the persons who executed the foregoing instrument as the officer, pursuant to authority granted by said company.

*

Notary Public, Washington County, WI
My Commission is permanent. (If not,
State expiration date:_____)

Approved as to form:

City Attorney

RETURN TO: _____

Drafted by: _____

EXHIBIT "A"

CSM Legal Description

CERTIFIED SURVEY MAP NO. 6688

BEING ALL OF LOT 16 AND OUTLOT 4 OF RED OAK COUNTRY ESTATES AND LANDS
BEING A PART OF THE SW. ¼ AND SE. ¼ OF THE NW. ¼ OF SECTION 33, T.10N., R.18E.,
CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

Exhibit "B"—Copy of Recorded CSM

Exhibit "C"—Approved Landscape Plan For Lot 1

CONSENT & WAIVER

OF SPECIAL ASSESSMENT NOTICES AND HEARINGS
UNDER SECTION 66.60(18), WIS. STATS.

In consideration of your approval of the Developer's Agreement for *Lepien Farmland and Oriole Ponds Apartments - City of Hartford* and the construction by the City of Hartford, Wisconsin, of the following proposed public improvements described as:

Sanitary sewer and laterals to the lot line (Within Lot 1 it will be a private system); water main and laterals to the lot line (Within Lot 1 it will be a private system); storm sewer (Within Lot 1 it will be a private system); electrical distribution system including street lamps; road grading and gravel; curb and gutter; asphalt; street signage; storm water detention areas (Within Lot 1 it will be a private system):

CSM Legal Description
Legal Description

CERTIFIED SURVEY MAP NO. 6688

BEING ALL OF LOT 16 AND OUTLOT 4 OF RED OAK COUNTRY ESTATES AND LANDS BEING A PART OF THE SW. ¼ AND SE. ¼ OF THE NW. ¼ OF SECTION 33, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

We hereby admit that these improvements will benefit the property as described above and consent to the levying of special assessments against our premises under Section 66.60, Wis. Stats., for the cost of these improvements.

In accordance with Section 66.60(18), Wis. Stats., we hereby waive all special assessment notices and hearings required by Section 66.60, Wis. Stats., and we further agree and admit that the benefit to our property from the construction of these improvements is reasonable and appropriate.

The undersigned agrees to pay any amount assessed by the City for the cost of construction, supervision, and administration applicable to the installation and construction of these improvements within 30 days of billing.

This consent and waiver runs with the land and benefits and binds the respective personal representatives, heirs, successors, and assigns of the undersigned.

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Executive Summary

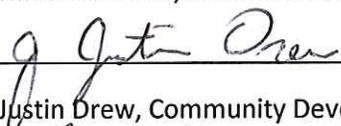
Title: Recommendation to approve a reciprocal elevator access agreement between the City of Hartford and Michal J. Roller Revocable Trust.

Background: The City of Hartford has the responsibility for the maintenance of the elevator in the Main Street Link Building 33-37 N. Main Street. This elevator provides passenger access on two floors for this public walkway and it links the Johnson Street public parking areas to N. Main Street. The City of Hartford owns two units within the Timber Lodge Condominium association located at this address. The walkway was constructed in 1994 the same time when the Timber Lodge Condominium association was formed.

In the design and development of the Main Street Link building the floor plans included a note that the elevator would also be designed for service to the adjacent building 31 N. Main Street. The design of this elevator therefore included service stops for the business located at 31 N. Main as well as the Link Building. The occupant for that building for many years was St. Vincent De Paul. In the sale of the building and plans for a new tenant there were inquiries as to any agreements or conditions for use of this elevator. No existing document was found and both parties agreed that there needed to be an agreement in place so that the new tenant would continue with following past practices and also ensure that elevators design for service, maintenance and care remained without any significant change. Considered was that this elevator is a passenger designed elevator and not a freight elevator, that it needed to continue to serve the public and also meet any of the conditions as are outlined in the Timber Lodge Condominium association. The City Attorney has prepared a reciprocal elevator access agreement between the City of Hartford and the new building owner at 31 N Main Street. Staff is recommending the document as attached for approval.

Fiscal Impact: The approval of this agreement will not change any existing budget expenses that the City currently has in maintaining this elevator.

Staff Recommendation: Staff recommends approval of the attached Reciprocal Elevator Access Agreement between the City of Hartford and Michael J. Roller Revocable Trust.

Prepared by:		<u>6/8/16</u>
	Mike Hermann, Parks and Recreation Director	Date
Reviewed by:		<u>6/9/16</u>
	Justin Drew, Community Development Director	Date
Approved by:		<u>6/9/16</u>
	Steve Volkert, City Administrator	Date
Routing:	City Council	6/14/16

Document Number

**RECIPROCAL ELEVATOR
ACCESS AGREEMENT**

This Reciprocal Elevator Access Agreement made this _____ day of June, 2016, between the City of Hartford (hereinafter "City"), a Wisconsin municipal corporation, and Michael J. Roller Revocable Trust (hereinafter "Roller"), a Wisconsin Trust.

WHEREAS, City is the owner of the following described real estate situated in the City of Hartford, Washington County, Wisconsin:

Units 3 and 4 of the Timber Lodge Condominium

[insert legal description]

WHEREAS, Roller is the owner of the following described real estate situated in the City of Hartford, Washington County, Wisconsin:

[insert legal description]

WHEREAS, there exists an elevator shared by the parties and shown on the Plat of the Timer Lodge Condominium (the "Elevator"); and

WHEREAS, the parties need to define the scope, use and maintenance of the above-described Elevator.

NOW, THEREFORE, the parties agree that for the consideration of valuable and sufficient consideration, the City and Roller define the scope, use and maintenance of said Elevator as follows:

1. Pursuant to Section 5.B.1.c. of the Condominium Declaration for the Timber Lodge Condominium, the City shall be solely responsible for the mechanical maintenance and repair of the Elevator.
2. Roller agrees to be responsible for the day-to-day cleaning of the Elevator.
3. The Elevator is intended for use by pedestrians to meet American Disability Act requirements. The parties hereto agree to minimize as much as reasonably possible any other use which would interfere with ADA access requirements.
4. The parties shall be responsible for the insuring that the posted load limits of the Elevator are complied with.
5. The parties shall be solely responsible for any damage to the Elevator caused by the party or any employee or agent of the party.
6. This Agreement shall be for the benefit of and shall be binding upon the parties hereto and their respective successors, personal representatives, heirs and assigns.

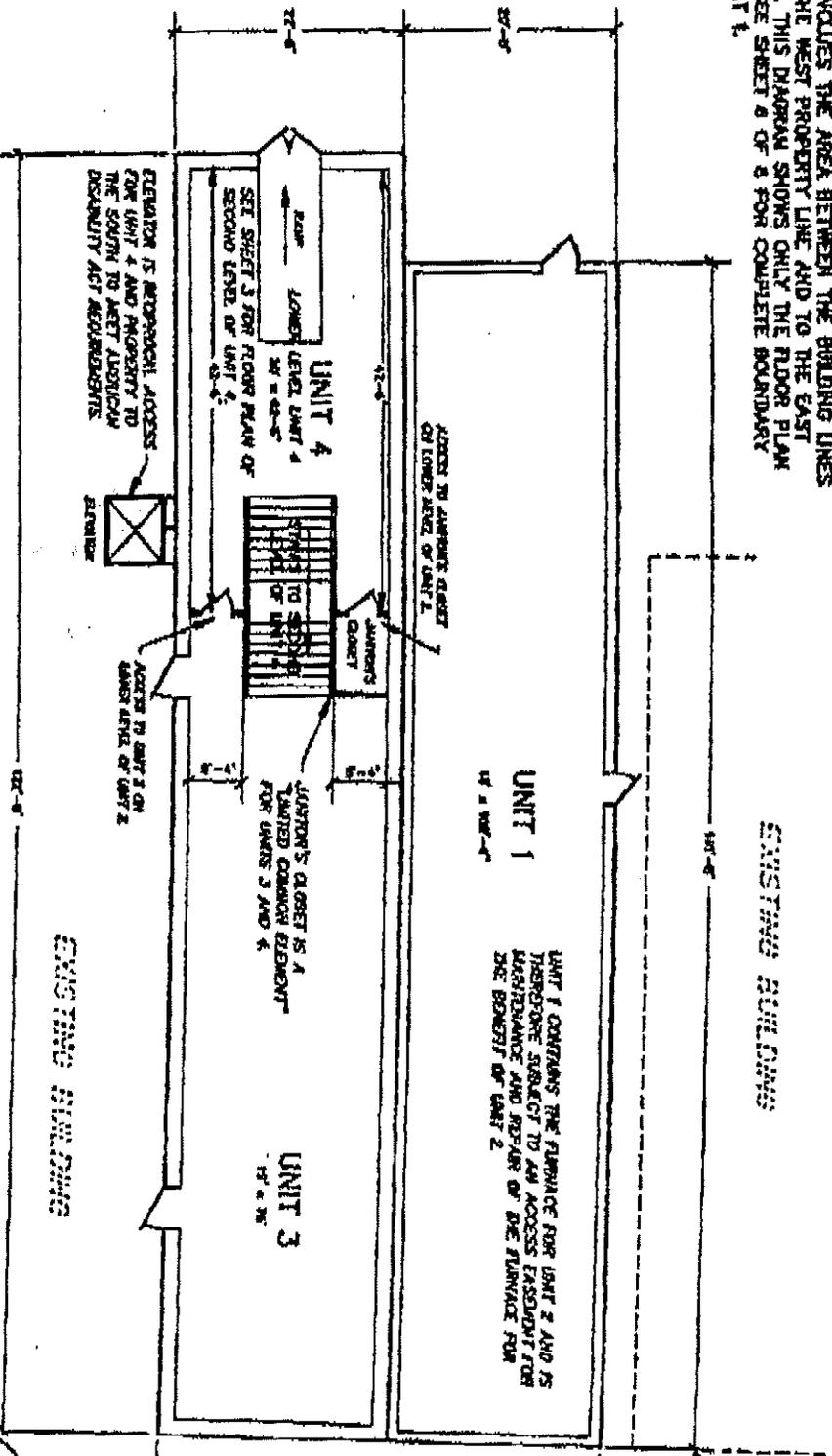
Recording Area

Name and Return Address

**O'Meara Law Firm, LLC
PO Box 270468
Hartford, WI 53027-0468**

Parcel Identification Number (PIN)

NOTE: UNIT 1 INCLUDES THE AREA BETWEEN THE BUILDING LINES EXTENDED TO THE WEST PROPERTY LINE AND TO THE EAST PROPERTY LINE. THIS DIAGRAM SHOWS ONLY THE FLOOR PLAN OF THE UNIT. SEE SHEET 6 OF 8 FOR COMPLETE BOUNDARY DETAILS OF UNIT 1.



NOTE: UNIT 4 INCLUDES THE AREA BETWEEN THE BUILDING LINES EXTENDED TO THE WEST PROPERTY LINE AND TO THE EAST PROPERTY LINE. THE DIAGRAMS ON THIS SHEET AND ON SHEET 4 SHOW ONLY THE FLOOR PLANS. SEE SHEET 8 FOR COMPLETE BOUNDARY DETAILS OF UNIT 4.

- FLOOR PLAN - UNITS 1 & 3, LOWER OF UNIT 4



June 6, 2016

TO: Mayor Timothy C Michalak

From: City Clerk Lori Hetzel

RE: APPOINTMENT OF ELECTION OFFICIALS FOR CALENDAR YEARS 2016 AND 2017

Please appoint the following individuals as election officials for 2016 and 2017.

1st Alderperson District

Deb Holtan	244 8 th St	
Jeff Holtan	244 8 th St	
Jean Killoren	316 Highland	262-673-4910
Kathleen Kindt	649 Broadmoore	262-673-5807
Daniel Kraft	1442 Oriole Dr	
Roberta Kuechler	51 E Rossman	
Richard Moen	224 Settlement Rd	262-457-3023
Jim Parker	306 W Prospect St	262-673-4510
Marilyn Sitzman	646 Nature Trail	
Lori Smucker	1523 Oriole Dr	

2nd Alderperson District

3rd Alderperson District

David Best	322 Novak St	262-397-8590
Mary Kowalke	1471 E Sumner St., #2	262-352-3107

MISCELLANEOUS

COMMITTEE

REPORTS

PUBLIC WORKS COMMITTEE
May 24, 2016

PRESENT: Chairperson Mixon, Members Randolph, Hegy, and Carroll
ALSO PRESENT: City Administrator Volkert, City Engineer Schall

Chairperson Mixon 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.

2016 Construction Schedule – City Engineer Schall provided an update on the 2016 construction projects, and responded to questions.

Sidewalk Repair/Replacement Order – The Engineering Department has inspected sidewalks on portions of the following streets: Cedar Street, Root Avenue, West Loos Street, West Rogers Street, West Washington Avenue, West Lincoln Avenue, South Rural Street, South Johnson Street, South Main Street, Kossuth Street, North Rural Street, North Johnson Street, West Jackson Street, West Wisconsin Street. A list of addresses with defective sidewalks has been generated. Approval is needed from the Public Works Committee to send notices to these property owners under Order of the committee requiring them to repair the defective sidewalks.

MOTION by Alderperson Hegy, and seconded by Alderperson Carroll approving an Order of the Public Works Committee requiring that any sidewalk which is unsafe, defective, or insufficient be repaired or replaced at the locations listed on the 2016 Sidewalk Program Address List and authorizing appropriate City officials to execute the Order. MOTION CARRIED.

Adjournment – MOTION Alderperson Randolph, and seconded by Alderperson Carroll for adjournment. MOTION CARRIED.

Respectfully submitted,
Lori Hetzel, City Clerk

LH:pb
PWMAY24.16
Compiled by Pat Borlen, Deputy Clerk

JACK RUSSELL MEMORIAL LIBRARY BOARD

REGULAR MEETING – MAY 11, 2016

This regularly scheduled meeting of the Jack Russell Memorial Library Board was called to order by President Purman at 4:00 PM in the Common Council Chambers. Those present were: Mark Chappel, Laurie Hilger, Michael Weber, Shari Purman, Gary Morgenstern, Eugene O'Brien, Marilee Fuss and Jennifer Einwalter, Director. Alderperson Barry Wintringer was absent and excused.

CALL MEETING TO ORDER

UNANIMOUS CONSENT AGENDA

The following items were on the unanimous consent agenda for the Board's review and approval:

1. Approval of the minutes for the April 13, 2016 meeting.
2. Approval of the Bookkeeper's report comparing budgeted versus actual numbers for April 2016.
3. Approval of the monthly bills for April 2016.
4. Approval of the Library Director's report for April 2016.

A motion was made by Mr. Weber and seconded by Mr. Chappel to approve the unanimous consent agenda items as presented. The motion passed.

PUBLIC COMMENT PERIOD/APPEARANCES

There weren't any appearances at today's meeting.

CORRESPONDENCE

The following items of correspondence were reported to the Board.

1. Thank you letter to the American Auxiliary Post #19 for the donation of children's books.
2. Thank you letter to the Hartford Historical Society for a \$300 donation for financial support of the new sound system.

OLD BUSINESS

Washington or Dodge County/Mid-Wisconsin Federated Library System Operating Updates.

The second quarter payment from Washington County has been received. Hartford's reimbursement for circulation is \$49,323. The Washington County Clerk Brenda Jaszewski will be retiring in January of 2017.

MWFLS is moving forward on the merger decision. The biggest discussion points are the formulas that will need to be agreed upon for voting rights for each library on financial and policy issues. Under the two proposed formulas Hartford would save money. It has tentatively been decided that Sheboygan will be the headquarters, the delivery service will be in house and Polaris will be the ILS. MWFLS libraries would have to switch from Sirsi/Dynix. Polaris is made up of individual modules and each library pays for the modules they need to have. Sirsi/Dynix is an all-inclusive package. Hartford would need to purchase modules to run the SIP connection needed for RFID including the self-check machines and conveyor check-in system. Ms. Hilger questioned if the Library will need to pay a fee for leaving Sirsi/Dynix. Jennifer said the final details have not been discussed. Polaris will be giving a demo at Horicon in two weeks for MWFLS libraries.

MWFLS trio libraries have been discussing a moratorium on new materials for 60 to 90 days for checkout to their patrons only as there has been an unequal use by some libraries. This is a collection development issue and needs to be addressed. Libraries need to buy extra copies of current popular materials.

Friends of the Library Update.

The Friends final spring program is this evening at 7:00 with Annette Landvatter, Master Food Preserver giving a food preservation program. Micki Hoffmann and Laurie Parsons-Lindborg will be co-presidents of the Friend's for the next year.

Library Fundraising Campaign Update.

The campaign will end on June 1. Jennifer will close out the account with the Hartford Foundation and the funds will be turned over to the City. A library that will be expanding its facility will be touring the building in June and asking how Hartford handled the fundraising.

Audio-Visual Sound System and Projector Project in Community Room

Mr. Weber briefly went through the differences between the quotes from the vendors AVM and Metro Sound and Video. A third vendor Studio Gear was \$2,000 over the others and was not considered. AVM has surround sound with a quote of \$15,586 and Metro Sound and Video has front speakers only with a revised quote of \$15,840 (TV removed and only 2 mikes). Wiring for surround sound could be more of a challenge in the Community Room. Mr. Weber recommends that the Board choose Metro Sound and

Video but add on a rackmount storage drawer for \$100. Mr. Chappel said that after reviewing the options Metro Sound and Video offers about \$2,000 more bang for the buck. The wiring options are Jordan Electric, Inc. or Steiner Electric, Inc. Steiner Electric Inc.'s quote was \$6,068 versus Jordan Electric Inc.'s quote of \$915. There was a lot of overlap on Steiner Electric's quote from the sound system vendors.

President Purman asked the Board to consider using some of Ms. Deloris O'Brien's \$31,044.33 donation or utilize the Trust Fund to pay for the sound system, installation and wiring.

Mr. O'Brien made the motion to approve the vendor Metro Sound and Video for the sound system and Jordan Electric, Inc. for the wiring at a total cost not to exceed \$17,000. Mr. Chappel suggested adding \$500 in case the project comes in over the anticipated cost. Mr. O'Brien revised the motion to \$17,500. It was seconded by Mr. Weber and passed unanimously.

Ms. Fuss made the motion to utilize a portion of Ms. O'Brien's donation to the Library to pay for the project. It was seconded by Ms. Hilger and passed unanimously.

Jennifer will provide copies of all the bills connected with the project to the Board.

Library Board Bylaws

The Library Board Bylaws with revisions as per the April meeting were reviewed. Article IX Section 3 was changed to "Amendments to these bylaws require two readings at two regular meetings of the Board by majority vote of all members of the Board (a majority vote is four votes) provided written notice of the proposed amendment shall have been mailed and/or emailed to all members at least ten days prior to each meeting at which such action is proposed to be taken."

A motion was made by Ms. Hilger to approve Article IX Section 3 as stated. It was seconded by Ms. Fuss. After discussion about Article IV Section 4 and that the Bylaws as a whole have not been approved, the motion was rescinded by Ms. Hilger.

After discussion continued on Article IV Section 4 the Board concurred to leave the wording as is.

A new motion was made by Ms. Hilger to amend the Jack Russell Memorial Library Board Bylaws Article IX General Section 3 as read in by Ms. Einwalter and to pass the Library's bylaws as a whole. It was seconded by Ms. Fuss and passed unanimously.

NEW BUSINESS

Small Business and Entrepreneurship Incubator

Tom Hostad, head of the Hartford Area Development Corporation (HADC) and Marcia Theusch from SCORE met with Jennifer on utilizing the Library as a place for area small businesses to use. MPTC and SCORE (a retired professional group) would like to use the Library as a place to hold classes for a fee charged to the students. The Library's policy requires payment from for profit groups and individuals for use of meeting rooms. The Library's role should be to support small business and provide resources but not necessarily fee based classes. Jennifer suggested the Board include this topic in the Library's long range plan discussion. In November there is a "Global Entrepreneurship Week" that the Library could sponsor for activities in the building for small businesses.

Library Director Comments.

- 110 households participated in the Library's first shredding event with about 300 pounds of materials being processed.
- Wednesday, May 4 was "May the 4th be with You" day and the Library held a Star Wars themed party.
- Jennifer recorded one of the plays for the annual first grade round-up and posted the video to Facebook.
- 78 people attended the Fancy Nancy party on April 8.
- 377 first graders attended the Library's first grade round-up on April 27 with eight schools participating this year.
- 109 people attended the five adult movies in April.
- There has been an increase in circulation for non-resident Washington County, resident and non-resident Dodge County users for April.
- There has been a 100% increase in E book and audio book downloads for April.
- There has been a 6% increase in volunteers helping out at the Library for April.
- There has been a 109% increase in usage of the Library's meeting rooms.
- Included in the packet was a sheet of 50 free things to do at the Library.
- Also included were articles from the PEW Research Center and The Atlantic on trends in public libraries
- Jennifer represented the Library at the Disabled Resource Fair May 10 at the Washington County Fair Park.
- In August a young woman will begin a three month temporary work experience through the Threshold at the Library.

UPCOMING MEETING DATES

Regular Meeting – June 8, 2016 – Council Chambers – 4:00 PM.

ADJOURNMENT

Mr. Weber made the motion to adjourn this meeting of the Library Board at 4:56 PM. The motion was seconded by Mr. Chappel and passed.

Respectfully submitted,

A handwritten signature in cursive script that reads "Diane Hegy".

Diane Hegy
Secretary/Bookkeeper
Hartford Public Library

DH/MINUTES

FOR

INFORMATIONAL

PURPOSES

ONLY

CITY OF HARTFORD
MONTHLY TREASURER'S REPORT
MAY 2016

City Bank And Investment Accounts

Bank Accounts:

First National Bank

Concentration Account	Acct# 12555901	Average Monthly Balance \$782,072
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First Bank Financial Centre

DOD Rehab Loan Fund Acct	Acct# 55001017	Average Monthly Balance \$368,741
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Landmark Credit Union

DOD Comm Revit Loan Fund Acct	Acct# 0131028243	Average Monthly Balance \$408,543
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Investments:

Local Government Investment Pool	Current Balance \$10,426,923
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Dana Investment Services (U.S. Government Agency Investments)	Current Balance \$10,883,664
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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

Jack Russell Memorial Library
Monthly Library Usage and Services Report

H.C

May		2016	2015	% Change
Number of days open		24	24	0%
Checkout by Municipality				
Number of items checked out - Month		15,879	15,670	1.3%
Number of items checked out Year to Date		87,296	86,957	0.4%
Checkouts - City of Hartford		7,828	7,734	1.2%
City of Hartford - Aldermanic District #1		3,030	3,097	-2.2%
City of Hartford - Aldermanic District #2		2,330	2,078	12.0%
City of Hartford - Aldermanic District #3		2,468	2,559	-4.0%
Washington County-Residents		1,377	1,286	7.1%
Washington County - Non-Residents		4,207	3,639	15.6%
Dodge County-Residents		880	630	40.0%
Dodge County- Non-Residents		1,316	1,280	2.8%
All other Municipalities		271	1,101	-75.0%
Checkout by Type of Material				
Adult		8,112	7,656	6.00%
Children		6,994	7,291	-4.1%
Young Adult		773	723	7.0%
Busiest Days				
	May 2016		May 2015	
Tues. 5/31	1,020 checkouts	Tues. 5/26	932 items	
Wed. 5/14	913 checkouts	Wed. 5/20	969 items	
Tues. 5/17	837 checkouts	Mon. 5/18	801 items	
Busiest Hours				
	May 2016		May 2015	
4pm-5pm	1,967 items	11am-Noon	1,973 items	
11am-Noon	1,883 items	1pm-2pm	1,628 items	
5pm-6pm	1,679 items	10am-11am	1,588 items	
Items requested thru the Trio Catalog				
Requested by Hartford Customers (month)		2,235	2,201	2.0%
Requested by trio members (month)		2,482	2,721	-9.0%
Other Library Services Information				
Total Items Checked In		14,681	14,126	4.0%
Number of new cards issued		70	49	43.0%
Public Computer Logins		1,149	1,176	2.3%
Reference Questions		508	-	-
World Vital Records Database Logins		14	4	250.0%
Pronicator Logins		38	-	-
AtoZ Databases		15	-	-
Overdue Notifications				
Notices mailed via USPS		226	140	61.0%
Notices sent via Email		166	-	-
Email Reminder Notice Sent		1,131	-	-
Certified Letters Sent via USPS		0	-	-
Sent to Police for Collection		3	-	-
Overdrive				
E-Book & E-Audio Downloads		1,593	1,226	30.0%
New Items Added to the Collection				
Total for the month		826	838	-1.4%
Adult		437	657	-33.0%
Children		315	131	140.0%
Young Adult		74	49	51.0%
Volunteer Hours		149	133.25	12.0%
Meeting Room Usage		193	111	74.0%

	Library Events	City Event	Friends Event	General Public
Community Room	6	1	1	10
Conference Room				12
Study Room 208				51
Study Room 209			14	46
Study Room 210			5	47
Total for Each Room	6	1	20	166

MONTHLY STATISTICS – May 2016

Let's go LEGO! 05/03/16:
19 children + 9 adults = 28
(Theme: Star Wars)

Star Wars Party (04/04/16): 145 participants

Tots-a-Lot "When I Grow Up" Visit:
05/11/16: 10 kids

Milwaukee School Visit - 2nd grade (05/11/16): kids

School Visits 2016:

05/18/16:

Peace (K-4): 107 elem

St. Kilian's (K-4): 71 elem

Saylesville (K-5): 45 elem

05/25/16:

Erin (K4-5): 241 elem

05/19/16

Central: 550 kids

Peace Middle School (6th + 7th grades): 40 kids

05/31/16

Rossman 5th Grade: 98 kids

Lincoln 5th Grade: 90 kids

Milwaukee School 2nd Grade Field Trip (05/11/16): 16 kids + 3 adults = 19

Read to Arthur

05/07/16 = 11 kids

05/21/16 = 10 kids

Movies for Grown-ups:

05/05/16 (Star Wars: The Force Awakens): 14

05/06/16 (Star Wars: The Force Awakens): 10

05/19/16 (Creed): 7

05/20/16 (Creed): 13

Friends Program - An Evening for Gardeners (05/11/16): 53 attendees

Monthly Department Report
Planning/Building Inspection
May 2016

Planning:

Plan Commission, May 9:

Sign Review: Creative License, 52 N. Main Street (approved)

Conditional Use Permits:

Broan-NuTone, 926 W. State (approved)

Oriole Pond Apartments, STH 83 and South of Red Oak Subdivision (approved)

Site Plan Reviews:

Broan-NuTone, 926 W. State (approved)

Oriole Pond Apartments, STH 83 and South of Red Oak Subdivision (approved)

Hartford Flex Center, 2250 Constitution (denied)

Proposed Amendment to the City of Hartford 2030 Smart Growth Plan (tabled)

Plan Commission, May 23

Proposed Amendment to the City of Hartford 2030 Smart Growth Plan (approved)

Violation Letters:

Property Maintenance: 3

Courtesy Notices:

Housing: 0

Precipitation:

Zoning: 0

Citations: 0

Scanning Project, Building Plans & Documentation, Storage:

20 boxes of 92 have been scanned and electronically stored.

Scanning Project, Commercial Plans:

2008 commercial plans are in the process of being scanned and electronically stored, and placed in GIS mapping.

Building Inspection:

Permits Issued: 132

Permits Issued YTD: 544

Violation Letters: 1

Courtesy Notices: 0

MONTHLY DEPARTMENT REPORT MAY 2016

DEPARTMENT: **HARTFORD POLICE DEPARTMENT**

1.) MONTHLY STATISTICAL DATA

ACTIVITY MEASURE	2016	% OF 2015	2016 YTD TOTAL	% OF 2015	2015	2015 YTD TOTAL	3 YR AVG/ MONTH	% OF AVG MON	3 YR AVG/ YTD TOTAL	% OF AVG YTD
CALLS FOR SERVICE (MAY)	687	99%	2897	97%	694	2979	594	116%	2666	109%
COMPLAINTS FILED (MAY)	310	98%	1226	98%	315	1248	285	109%	1204	102%
WRITTEN WARNINGS (APRIL)	161	103%	676	116%	156	584	167	96%	556	122%
TRAFFIC CITATIONS (APRIL)	95	55%	468	77%	173	605	185	51%	609	77%
MUNICIPAL CITATIONS (APRIL)	46	107%	225	135%	43	167	55	84%	169	133%
FIELD INTERVIEW CARDS (APRIL)	1	100%	9	300%	1	3	3	33%	5	180%
ADULT ARRESTS (UCR DATA) (APRIL)	24	92%	143	120%	26	119	41	59%	142	101%
JUVENILE ARRESTS (UCR DATA) (APRIL)	33	183%	143	231%	18	62	29	114%	79	181%
SQUAD FLEET MILEAGE	MAY 2016	% OF 2015	2016 YTD TOTAL	% OF 2015	MAY 2015	2015 YTD TOTAL	3 YR AVG/ MONTH	% OF AVG MON	3 YR AVG/ YTD TOTAL	% OF AVG YTD
SQUAD 1 (PATROL)	1988	61%	13777	190%	3238	7243	1551	128%	6419	215%
SQUAD 2 (PATROL)	1535	56%	10087	87%	2755	11646	2356	65%	10945	92%
SQUAD 3 (PATROL)	2318	140%	9683	93%	1654	10427	1852	125%	9824	99%
SQUAD 4 (PATROL)	2188	77%	10488	73%	2851	14332	2861	76%	12513	84%
SQUAD 5 (PATROL)	2626	235%	9757	106%	1116	9166	1545	170%	8911	109%
SQUAD 6 (ADMIN/POLICE AIDES)	602	N/A	3166	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SQUAD 7 (PATROL/SPECIAL PURPOSE)	1195	175%	4004	95%	684	4194	459	260%	3366	119%
SQUAD 8 (ADMIN)	1356	179%	5344	114%	757	4684	809	168%	4223	127%
SQUAD 9 (PATROL/K-9)	1632	181%	4844	136%	904	3558	1508	108%	4789	101%
TOTAL SQUAD MILEAGE	15440	111%	71150	109%	13959	65250	12941	119%	60990	117%
AVERAGE SQUAD MILEAGE	1716	98%	7906	97%	1745	8156	1618	106%	7624	104%

(HIGHLIGHTED TOTALS AT 2 YEAR AVERAGES DUE TO THE TRANSITION TO COUNT TOTAL ACTIVITY ONE MONTH LATER)

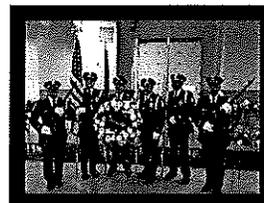
2.) CHIEF'S ACTIVITIES

- ◆ Attended and presented at the National Day of Prayer Ceremony in Neosho, Wisconsin.
- ◆ Attended the Washington County Law Enforcement Memorial at the Washington County Fair Park.
- ◆ Attended and presented at regularly-scheduled meetings of the Finance and Personnel Committee and the Police and Fire Commission.
- ◆ Conducted the Sergeant eligibility process.
- ◆ Attended the Washington County Chiefs meeting.



3.) ACCOMPLISHED PROJECTS/TASKS/ACTIVITIES

- ◆ Officer Ed Hall retired on May 12, 2016.
- ◆ Officer Adam Albea began his tour of duty with the Hartford Police Department on May 14, 2016.
- ◆ The process of establishing an eligibility list to fill an anticipated Sergeant vacancy was completed. Candidates completed a variety of performance assessments in May.
- ◆ Part-Time Floater Communication Officer Martin Rector began his tour of duty with the Hartford Police Department on May 1, 2016.
- ◆ Chief David Groves, Detective Rich Thickens, and the Hartford Police Department received recognition from the Wisconsin Victim/Witness Professionals Association at their annual conference for their handling of the Jessie Blodgett homicide investigation in 2013.
- ◆ The Hartford Police Honor Guard performed the Color Guard duties at this year's Memorial service.



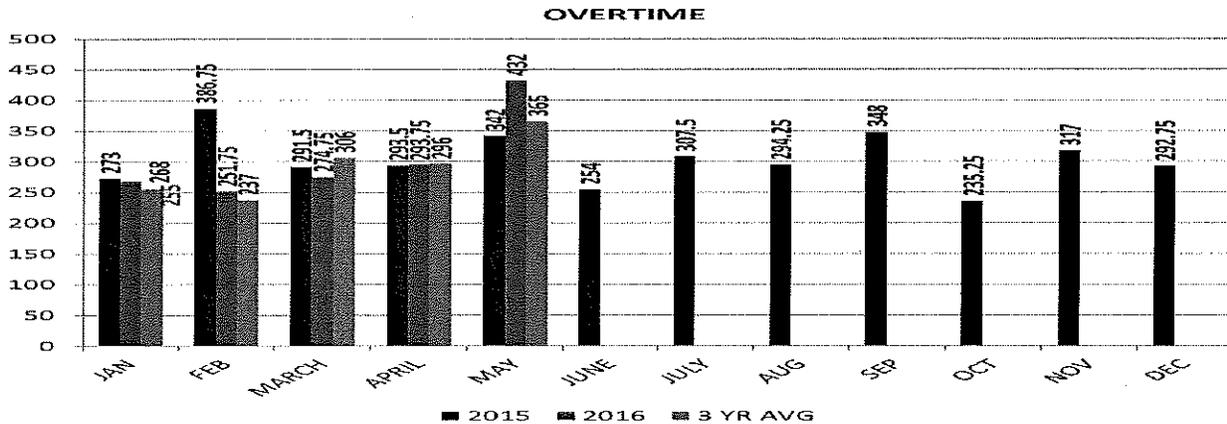
4.) ANTICIPATED PROJECTS/TASKS/ACTIVITIES

- ◆ The Sergeant's Eligibility List will be submitted for Police and Fire Commission approval.
- ◆ Recruitment processes for current and anticipated vacancies in the Patrol Division and to generate an eligibility list for Communication Officers will begin in June.

5.) TRAINING

- ◆ Sergeant Cummings attended the monthly SWAT team training with the Washington County Sheriff's Department.
- ◆ Officers Dorn and Cash completed required K-9 certification training.
- ◆ Officers Dorn and Cash attended the NAPWDA Conference in the Wisconsin Dells.
- ◆ Lt. Lehl, Sergeant Cummings, and Officer Krick participated in the Active Shooter Integrated Response Scenario in Germantown.
- ◆ Chief Groves, Lt. Lehl, Sgt. Hayes, and Sgt. Cummings attended Rescue Task Force Training in Watertown.
- ◆ Officer Janzen attended FBI ALERRT Level 1 Active Shooter Training in West Bend.
- ◆ Officers Dorn and Krick completed Emergency Vehicle Operations Course Instructor Certification Training in Madison.
- ◆ PSLO Rasmussen completed Drug Recognition Expert Training in Milwaukee.
- ◆ Communication Officer Jossart completed APCO EMD Illuminations training regarding Safety for EMS, and Communication Officer Neu completed training on Unique Callers.
- ◆ Communication Officers Walters and Shaw completed annual ride-alongs with Patrol Officers.
- ◆ Communication Officer Rudd completed Advanced TIME System training in DeForest.
- ◆ Communication Officers Shaw and Rudd completed Crimes in Progress training in Germantown.

6.) OVERTIME



(Note: In May we had three officers in training and were one officer below our authorized staffing levels)

Respectfully Submitted,
David A. Groves,
 Chief of Police

HARTFORD CITY TAXI TRANSPORTATION REPORT

MONTH/YEAR: April 2016

TOTAL PASSENGERS: 1865 **TOTAL MONTHLY REVENUE:** \$6,023.00

PASSENGER INFORMATION

Senior: City: 575/1wc
Out of Town: 1

Handicap: City: 207/4wc
Out of Town: 0

Children: City: 3
Out of Town: 0

Regulars: City: 1040
Out of Town: 34

Waits (Total Minutes): 335

Package Pickups: 6

Taxi Trips: 1755

Shared Rides: 892

Wheelchair Trips: 5

HOURS INFORMATION

Loaded Hours/Minutes: 252.9

Deadhead Hours/Minutes: 227.1

TOTAL HOURS/MINUTES: 480.0

FARE INFORMATION

Base Fares: \$5,791.75

Out of Town Fares: \$51.25

Wait Chgs: \$83.75

Package Pickup Chgs: \$36.00

No Show/COA Chgs: \$60.25

Taxi Tickets Sold: \$1,572.00

of Sheets sold: 65

of Taxi Tickets collected: 525

MILEAGE INFORMATION

Loaded City Miles: 4279.9

Loaded Out of Town Miles: 14.3

Deadhead Miles: 947.3

TOTAL MILES: 5241.5

TOTAL FUEL USED: 372.234

FLEET INFORMATION

Unit #1 - 2014 Dodge Caravan

Unit #5 - 2010 Dodge Caravan

Unit #7 - 2007 Chevy Uplander

Unit #9 - 2011 Dodge Caravan

STREET DEPARTMENT MONTHLY REPORT - MAY 2016

Advanced Disposal Services/Curbside Solid Waste Pickup: Past April Solid Waste

335.84 Tons of solid waste for May 2016	2013 - 327.02 tons
(310.32 tons - April 2016)	2014 - 339.61 tons
	2015 - 292.68 tons

Advanced Disposal Services/Curbside Recycling Pickup:

Paper & Cardboard AND Commingles (Glass, Plastic & Cans) RECYCLING CART.....	96.07 Tons - May 2016 (94.78 Tons - May 2015)
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1. Normal department projects required to be accomplished EACH month:

- Pick up and chip brush curbside (1st full week)	- Patch and asphalt streets as needed
- Repair & maintain equipment	- Sweep city streets per schedule
- Repair & replace street signs as needed	- Pick up excessive garbage on Fridays
- Trim tree branches within street right-of-way	- Deliver/Exchange recycling & garbage carts

2. Special or specific projects/tasks/ activities accomplished during the month of MAY:

- Crack fill/Joint Seal streets	- Paint striping on streets, crosswalks & parking lots
- Trimmed tree branches over streets	- Asphalt after water main breaks
- Work with BOA & Mead & Hunt re. Airport	- Assist Advanced Disposal Services with complaints
- Rebuild/Repair/Clean Catch Basins	- Install "Truck Route" signs to Industrial Park
- Maintain Equipment	- Attend Wheelock Ave Preconstruction Meeting
- Review Storm Water Drainage Issues w/City Eng.	- Assist Wheelock Ave Contractor when needed
- Clear debris from drainage ditches	- Haul fill away from Pool Site
- Asphalt Bike Path to Bridge across Rubicon River	- Attend Asphalt Program Preconstruction Meeting

2. Special or specific projects/tasks/ activities accomplished during MAY:

- Maintenance of all City equipment	- Asphalt after Water Main Breaks
- Clear debris/vegetation from drainage ditches	- Crack fill/Joint seal street
- Assist Police Department with Accidents	- Paint striping on city streets
- Repair/Rebuild/Clean Catch Basins	- Continue trimming branches over streets
- Replace/Repair/Straighten Street Signs	- Review storm water drainage issues with City Engineer
- Trim tree branches over streets & sidewalks	- Assist contractors with street reconstruction projects

4. Training/Staff Development activities occurring during the month of MAY: NONE

DATE	PURPOSE FOR OVERTIME	TIME AND ONE HALF	
5/4/2016	Assist with capping water line at Pool	3.40	
5/10/2016	Work through lunch with getting blacktop	0.50	
5/11/2016	Work through lunch with getting blacktop	0.50	
5/13/2016	Sweep Downtown	2.00	
5/19/2016	Haul fill out of Pool area	4.50	
5/20/2016	Sweep Downtown	2.00	
5/21/2016	Set up & Take down Barricades/Pick up Garbage	8.00	
5/21/2016	Work Recycling Center	3.30	
5/21/2016	Tree down on Power Lines - Chip Brush	4.00	
5/22/2016	Remove dead Dear from Street	2.00	
5/23/2016	Blacktop Bike Trail to new Bridge through lunch	3.00	
5/28/2016	Chip tree down after Windstorm on Woodruff Way	4.00	
	TOTALS	37.20	
<i>May 2015 Overtime Comparison Totals</i>		<i>21.20</i>	
Excel/MonthlyReport/2016/May			

MONTHLY DEPARTMENT REPORT

DEPARTMENT: UTILITIES

COVERING THE MONTH OF: May 2016

REGULAR MONTHLY ACTIVITIES

1. Street Lights
2. Tree Trimming
3. Hydrant Maintenance
4. Water Samples
5. Well Maintenance

SPECIAL MONTHLY ACTIVITIES

1. Rebuild State St.
2. Line Extension – Hillside Rd.
3. Reconstruction – Hwy 83 & Wheelock Ave.
4. Hydrant Flushing

UPCOMING ACTIVITIES

1. Reconnector Circuit 11
2. Line Extension – Loos St. & Wilson Ave.
3. Maintenance – Well #15
4. Inspection – 300K Tower

TRAINING SESSIONS

1. MEUW Safety Session E
2. Tri-County Water Meeting

OVERTIME

<u>PURPOSE FOR OVERTIME</u>	<u>HOURS</u>
Maintenance of Lines	23.0
Charge to Quad – Maintenance	4.0
Charge to Poly First Packaging – Maintenance	8.0
Charge to Menasha – Maintenance	8.0
Electric Reconnects – Hartford	2.0
Electric Reconnects – Slinger	6.3
Trouble Call – Slinger	2.0
Maintenance of Pumping Plant	7.4
Maintenance of Water Service	2.0
Water Main Break – E. Monroe Ave. & S. Main St.	11.4
Water Main Break – E. Monroe & Grand Ave.	1.1
Reconstruction – Hwy 83	13.0
Reconstruction – Wheelock Ave.	1.9
Disconnect Water Service – Vet's Pool	2.0
Well Run – Weekends & Holiday	<u>20.0</u>
TOTAL	112.1