

**AMENDED  
AGENDA  
CITY OF HARTFORD  
FINANCE & PERSONNEL COMMITTEE  
CITY HALL COUNCIL CHAMBERS  
TUESDAY, JANUARY 10, 2017  
6:30 P.M.**

1. Call to order.
2. Roll call.
3. Public comment period.
4. Discussion and consideration of approving a bartenders license for Zachary Schaefer.
5. Discussion and consideration of adopting the Hartford City Taxi Title VI Plan dated January 10, 2017. (Executive Summary attached)
6. Discussion and consideration of approving a contract with Vandewalle & Associates for downtown plan implementation services. (Executive Summary attached)
7. Adjournment.

NOTE: "PERSONS WITH DISABILITIES REQUIRING SPECIAL ACCOMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE CITY CLERK AT LEAST ONE (1) BUSINESS DAY PRIOR TO THE MEETING."

"MEMBERS OF THE COMMON COUNCIL MAY ATTEND THE ABOVE MEETING, PURSUANT TO STATE EX REL. BADKE V. GREENDALE VILLAGE BOARD, 173 WIS 2D 553, 494 N.W. 2D 408 (1993). SUCH ATTENDANCE MAY BE CONSIDERED A MEETING OF THE COMMON COUNCIL. THIS NOTICE IS GIVEN SO THAT MEMBERS OF THE COMMON COUNCIL MAY ATTEND THE MEETING WITHOUT VIOLATING THE OPEN MEETING LAW."



**City of Hartford**  
**Hartford City Taxi - Title VI Plan**  
**Date Adopted: January 10, 2017**

**Plan Statement**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

City of Hartford is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B. This plan was developed to guide City of Hartford in its administration and management of Title VI-related activities.

**Title VI Coordinator Contact information**

City of Hartford  
Julie Hanrahan, Title VI Coordinator  
109 N. Main Street  
Hartford, WI 53027

**Title VI Policy Information**

Employee Education

Title VI information is disseminated to all City of Hartford employees via the *Employee Education Form* (Attachment A-1) in person or via payroll envelopes. This form reminds employees of the City of Hartford policy statement, and of their Title VI responsibilities in their daily work and duties. City of Hartford will determine how frequently the *Employee Education Form* should be reviewed with its employees.

During New Employee Orientation, new employees shall be informed of the provisions of Title VI, and the City of Hartford expectations to perform their duties accordingly.

All employees shall be provided a copy of the Title VI Plan and are required to sign the Acknowledgement of Receipt. (See Attachment A-2).

Subcontracts and Vendors

All subcontractors and vendors who receive payments from City of Hartford where funding originates from any federal assistance are subject to the provisions of Title VI. Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

## Record Keeping

***Requirement:** Grantees shall prepare and maintain a list of any active investigations conducted by entities other than FTA, lawsuits, or complaints naming the recipient and/or subrecipient that allege discrimination on the basis of race, color, or national origin. This list shall include the date that the investigation, complaint, or lawsuit was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient or subrecipient in response to the investigation, lawsuit, or complaint.*

The Title VI Coordinator maintains permanent records, which include, but are not limited to, signed acknowledgements of receipt from the employees indicating the receipt of the of City of Hartford Title VI Plan, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

The Title VI Assurance/Certification form is submitted with grant application materials to WisDOT on an annual basis for each grant program in which it participates. This form is used to specify whether Title VI complaints have been filed.

## **Title VI Public Notification**

***Requirement:** Recipients and subrecipients need not necessarily refer to "Title VI of the Civil Rights Act of 1964" in their notification to the public, since most of the public is not aware of this provision. Rather, they can fulfill this requirement by **notifying the public that they are committed to providing non-discriminatory service and informing customers how to request more information and how to file a discrimination complaint.***

*Recipients and subrecipients that provide transit service shall disseminate this information to the public through measures that can include, but shall not be limited to a posting on the agency's web site.*

Title VI information posters and brochures are prominently and publicly displayed in the City of Hartford facilities and in and/or on revenue vehicles and on the City of Hartford's website: [ci.hartford.wi.us](http://ci.hartford.wi.us).

For sample language see Attachment B.

## **Title VI Complaint Procedure**

***Requirement:** Recipients and subrecipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to the public upon request." States and subrecipients do not need to develop separate procedures for investigating and resolving Title VI complaints beyond what procedures have already been established to respond to complaints of discrimination filed on basis not covered under Title VI or procedures to respond to non-civil rights related complaints. However, there should be a system in place whereby it can be identified which, if any, Title VI complaints have been filed.*

The information in this section is an example of a possible Title VI complaint procedure. For sample forms see Attachment C.

## How to file a Title VI Complaint?

The complainant may file a signed, written complaint up to one hundred and eighty 180 days from the date of the alleged discrimination. The *Title VI Complaint Form* (See Attachment C) may be used to submit the complaint information. The complaint may be filed in writing with City of Hartford at the following address:

City of Hartford  
Julie Hanrahan, Title VI Manager  
109 N. Main Street  
Hartford, WI 53027

## What happens to the complaint after it is submitted?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by City of Hartford will be directly addressed by the City of Hartford. City of Hartford shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, City of Hartford shall make every effort to address all complaints in an expeditious and thorough manner.

A letter of acknowledging receipt of complaint will be mailed within seven days (Attachment C). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

City of Hartford will notify WisDOT-Transit Section of the complaint at:

WisDOT-Transit Section, Chief  
4802 Sheboygan Avenue, Rm 951  
Madison, WI 53707.

## How will the complainant be notified of the outcome of the complaint?

City of Hartford will send a final written response letter (Attachment C) to the complainant.

In the letter notifying complainant that the complaint is not substantiated (Attachment C), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from Recipient/Agency Name and/or 2) file a complaint externally with the Federal Transit Administration. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by City of Hartford, a written response will be drafted subject to review by the transit's attorney. If appropriate, A City of Hartford attorney may administratively close the complaint. In this case, City of Hartford will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration, Region V  
Attention: Title VI Program Coordinator  
200 West Adams Street, Suite 320  
Chicago, IL 60606

### **Requirement for First – Time Applicants**

There is no past history of any other Federal funding.

### **Investigations/Complaints/Lawsuits**

The City of Hartford has had no complaints or lawsuits on file. There has been not any investigations.

### **Limited English Proficiency (LEP) – Public Participation Requirement**

*Requirement: Recipients and sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach. Recipients have wide latitude to determine what specific measures are most appropriate and should make this determination based on the composition of the affected population, the public involvement process, and the resources of the recipient.*

*As an agency receiving federal financial assistance, we have made the following community outreach efforts:*

*We have engaged the public in its planning and decision-making processes. The Public Works Committee which oversees the City Taxi holds monthly meetings as does the Common Council. The City of Hartford holds annual budget meetings which are open to the public and televised. A public notice is published in the City's local newspaper which includes the agenda, and is published twice prior to this meeting with the last publication being 1 week prior. This public notice is also posted at other city owned buildings which include, city hall, library and police department. The 2<sup>nd</sup> item on the agenda offers the opportunity for any public input. The city will always consider any comment or concern from the public when decisions regarding changes to the taxi service and/or fares are made. Should there be any special accommodations needed a person may contact the City Clerk to make prior arrangements.*

*Board Meetings. The Public Works committee holds monthly meetings and the public is invited to attend. The Common Council also holds monthly meetings that would address any issues that may arise with the Taxi Service.*

*Customer Complaint Process. Citizens may call 262-673-8204 to lodge a complaint or comment. All complaints/comments are input into a database and then distributed to the relevant manager who researches the complaint and responds back to the citizen.*

*Bilingual Outreach. The City of Hartford has an account with Language Line Services if there would ever be a need for a translator.*

In addition, we submit to the Wisconsin Department of Transportation annually an application for funding. The application requests funding for transit financial assistance. Part of the annual application is a public notice, which includes a 30-day public comment period.

### Limited English Proficiency (LEP) – Meaningful Access Plan

Requirement: Recipients must take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

Ref: U.S. Census Bureau American Fact Finder Data

	<b>Population: City of Harford 13,223</b>	<b>% of Population</b>
<b>Speak only English</b>	12,552	94.7%
<b>Spanish or Spanish Creole</b>		
Speak English less than "very well"	155	1.17%
<b>Italian</b>		
Speak English less than "very well"	9	.07%
<b>French (incl. Patois, Cajun)</b>		
Speak English less than "very well"	11	.08%
<b>Serbo-Croatian</b>		
Speak English less than "very well"	24	.18%
<b>Other Indo-European languages</b>		
Speak English less than "very well"	9	.07%
<b>Hmong</b>		
Speak English less than "very well"	38	.29%
<b>Japanese</b>		
Speak English less than "very well"	8	.06%
<b>Other Asian languages</b>		
Speak English less than "very well"	26	.2%

### **Factor 1 – Number of LEP Persons in Service Region**

The City of Hartford operates a shared-ride taxi service. The service area for the City of Hartford is 8.1659 square miles. The U.S. Census Bureau American Fact Finder Data reports in its 2015 Census that the estimated population for City of Hartford is 13,223. The largest LEP population is Spanish or Spanish Creole which represents 1.5% (155) of the population. The City of Hartford is below the Safe Harbor threshold that states 5% or 1,000 individuals to in-act translation services.

### **Factor 2 – Frequency**

The City of Hartford taxi service provides an average of 1,600 taxi rides per month. While no formal data has been collected, the Transportation Superintendent indicated rides are given to LEP persons approximately 14 times a month. With the average of 1,600 rides provided a month, that frequency would be approximately .88% of total rides. Our taxi has an open door policy and will provide rides to any person who request service. If an individual has speech limitations the driver/dispatcher will work with the Transportation Superintendent and the City of Hartford if needed, to ensure the individual receives access to the transit service.

### **Factor 3 – Importance**

The City of Hartford understands an LEP person with a language barrier challenges also faces many difficulties obtaining healthcare, education or access to employment. A public transit system is key link to connect LEP persons to these essential services. A majority of our taxi patron are senior citizens. Having a taxi service provides this type of person a sense of independence to be able to go to doctor appointments, grocery shopping or just to attend social events. The same goes for our disabled patrons. We also connect people to their jobs. It is a very vital service that is well used in the City of Hartford.

### **Factor 4 – Resources**

Any need for LEP assistance in other languages will be periodically reviewed. We do not have a budget for outreach at this time, but if the need for it changes, we will look into creating a budget to address the needs for the LEP community.

### **Description of how we will provide language assistance services by language.**

At this time the City of Hartford does not have a bilingual person on staff. If our language plan changes we would reach out to the community being, the hospital or other organizations to help assist us to reach these goals.

### **Description of how we will provide notice to LEP persons about the availability of language assistance.**

At this time based upon the Four-Factor analysis the City of Hartford does not feel it needs to provide language assistance. During our LEP plan review if the Safe Harbor threshold would

change we would certainly address this with supplying any materials and information that would be needed to our LEP customers.

**Description of how we would provide translation of vital documents consistent with the Safe Harbor Provision.**

Based upon the Four-Factor analysis, findings show that the City of Hartford is below the Safe Harbor threshold. If at any point during our review of the Language Assistance Plan we will address this issue through outreach to the community and any other resources for assistance.

**Description of how we will monitor, evaluate and update Language Assistance Plan.**

We will review our LAP every three years and provide an updated plan at that time. We will continue to monitor the U.S. Census Bureau American Fact Finder for any changes that would place us above the Safe Harbor threshold.

**Description of how we would train employees.**

If our LAP would change to where we would need to provide training for the employees, we would do so in a timely matter. We would research for any materials via the internet or other agencies to help provide this type of training that would be needed.

**Minority Representation on Planning and Advisory Boards**

The City of Hartford does not have a transit-related planning commission or advisory board.

**Equity Analysis for Land Acquisition**

The City of Hartford has no projects that require land acquisition.

**Attachment A-1**  
**Employee Education Form - Title VI Policy**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the City of Hartford are expected to consider, respect, and observe this policy in their daily work and duties. If a citizen approaches you with a question or complaint, direct him or her to Julie Hanrahan.

In all dealings with citizens, use courtesy titles (i.e. Mr., Mrs., Ms., or Miss) to address them without regard to race, color or national origin.

**Attachment A-2**  
**Acknowledgement of Receipt of Title VI Plan**

I hereby acknowledge the receipt of the City of Hartford Title VI Plan. I have read the plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Date

Attachment B  
Sample Title VI Notification Forms

## Title VI Public Notification

### **Narrative to be included in Posters to be Displayed in Revenue Vehicles and Facilities**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

City of Hartford is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

**If you feel you are being denied participation in or being denied benefits of the transit services provided by City of Hartford, or otherwise being discriminated against because of your race, color, or national origin, you may contact our office at:**

**Julie Hanrahan  
109 N. Main Street  
Hartford, WI 53027  
jhanrahan@ci.hartford.wi.us  
262-673-8204**

For more information, visit our website at [www.ci.hartford.wi.us](http://www.ci.hartford.wi.us)

## **Attachment C**

### **Sample Title VI Complaint Procedures and Complaint Forms**

**Title VI Complaint Form**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Person discriminated against: \_\_\_\_\_

Address of person discriminated against (if other than you): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

Race       Color       National Origin

What was the date of the alleged discrimination? \_\_\_\_\_

Where did the alleged discrimination take place? \_\_\_\_\_

Describe the alleged discriminatory action: (add extra sheets if necessary) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list any and all witnesses' names and phone numbers:

\_\_\_\_\_

What steps have you taken to address the conflict or problem?

\_\_\_\_\_

What type of corrective action took place?

\_\_\_\_\_

What remedy are you seeking?

\_\_\_\_\_

Please attach any documents you have which support the allegation. Then date and sign this form and send to the Title VI Coordinator:

\_\_\_\_\_  
Complainant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print your name

**Sample**

**Letter Acknowledging Receipt of Complaint**

Date

Ms. Jo Doe  
1234 Main St.  
Clarksville, WI 53531

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against City of Hartford  
alleging \_\_\_\_\_.

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 262-673-8204, or write to me at this address.

City of Hartford  
Title VI Coordinator  
109 N. Main Street  
Hartford, WI 53027

Sincerely,

Title VI Coordinator

## Letter Notifying Complainant that the Complaint Is Substantiated

Date

Ms. Jo Doe  
1234 Main St.  
Clarksville, WI 53531

Dear Ms. Doe:

The matter referenced in your letter of \_\_\_\_\_ (date) against the City of Hartford alleging Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. ***(If a hearing is requested, the following sentence may be appropriate.)*** You may be hearing from this office, or from state or federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

Title VI Coordinator

## Letter Notifying Complainant that the Complaint Is Not Substantiated

Date

Ms. Jo Doe  
1234 Main St.  
Clarksville, WI 53531

Dear Ms. Doe:

The matter referenced in your complaint of \_\_\_\_\_ (date) against the City of Hartford alleging \_\_\_\_\_ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The City of Hartford has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to 1) appeal within seven calendar days of receipt of this final written decision from SJCTA, and/or 2) file a complaint externally with Federal Transit Administration at

Federal Transit Administration, Region V  
Office of Civil Rights  
Attention: Title VI Program Coordinator  
200 West Adams Street, Suite 320  
Chicago, IL 60606

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Title VI Coordinator

## Executive Summary

**Title:** Modification of an Agreement – Downtown Planning Implementation Contract

**Background:** In February of 2016, the Common Council approved a contract with Vandewalle and Associates to help the City and its partners (the Downtown Project Management Team) begin implementation of the Hartford Downtown Opportunity Analysis and Downtown Redevelopment Plan. The Downtown Redevelopment Plan was created by Vandewalle and Associates and is a comprehensive study of how to build off the Downtown's locational, architectural, and historical strengths to encourage catalytic development and redevelopment, strengthen local businesses, and build a more vibrant and sustainable downtown.

During the course of this contract, Vandewalle has completed a number of projects and tasks for the Project Management Team (PMT).

- Interviewed property owners in redevelopment and catalytic project areas identified in the Downtown Plan to gauge interest in property sale or redevelopment.
- Assisted the PMT in coordinating and staffing update meetings.
- Brought numerous housing developers to Hartford to analyze potential downtown projects.
- Wrote and sent out a Request for Qualifications to a select group of developers to generate interest in the redevelopment and catalytic project areas.
- Assisted in negotiating with potential developers, including analysis of development pro formas and assessing financial assumptions and risks.
- Identified grant opportunities and worked with WEDC to match potential grants with downtown development possibilities.
- Conducted rehabilitation analysis for TID #10.
- Wrote the majority of the TID #10 project plan.
- Met with local business leaders to discuss the importance of local investment in order to make downtown redevelopment proceed.
- Brought potential developers and local investors together.

The Downtown Project Management Team is at a delicate stage with regards to numerous developments and grant possibilities, and Vandewalle's continued assistance is critical. As the PMT has progressed, the services required of Vandewalle have narrowed. They are no longer needed at every monthly PMT meeting, but they are needed to continue to recruit developers, assist in development research and analysis, and help us work with WEDC on grant opportunities. As a result, the proposed contract for 2017 is substantially less than the 2016 contract. The proposed 2017 contract is for \$45,000 (versus \$80,000 for 2016). The other downtown partners would contribute \$11,000 to the cost of the contract, and the City's portion would be \$34,000.

Staff would caution the Council that failure to continue the City's relationship with Vandewalle is likely have a negative impact on downtown development prospects for 2017. Certainly progress towards our downtown goals has been slower than hoped, but downtown redevelopment is often a long process, and the steps we took in 2016 are an important step towards realizing the goals of the Downtown Redevelopment Plan.

**Fiscal Impact:** The approved Capital Improvement Project Budget for downtown projects in 2017 is \$420,000. The proposal is within the budget.

**Recommendation** Staff recommends approval of the 2017 contract with Vandewalle and Associates for a Downtown Planning Implementation at a price not to exceed \$45,000.

**Prepared By:** Justin Drew 1/5/17  
Justin Drew, Date  
City Planner

**Reviewed By:** Dawn Timm 1/5/17  
Dawn Timm, Date  
Finance Director

**Approved By:** Steve Volkert 1-5-17  
Steve Volkert, Date  
City Administrator

ROUTING: COMMON COUNCIL 01/10/17



# VANDEWALLE & ASSOCIATES INC.

December 9, 2016

## **Agreement for Downtown Implementation Services**

THIS AGREEMENT is made and entered into by and between the “Client” City of Hartford, Wisconsin, and VANDEWALLE & ASSOCIATES, Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is defined as providing Implementation Services.

### **Article I     Scope of Work**

- A.     VANDEWALLE & ASSOCIATES agrees to provide the “Services” as described in a scope below:

#### **Task 1: Implementation Services**

VANDEWALLE & ASSOCIATES will prepare to provide a variety of implementation services as directed by Client. VANDEWALLE & ASSOCIATES will primarily focus on several core services to maximize the outputs and outcomes from the available budget resources. These services will include:

- 1.1 Coordination with WEDC, WDNR and other agencies on tax credits and grants to address current downtown property needs.
- 1.2 Continuation of recruiting developers to identified areas.
- 1.3 Assistance in planning of wayfinding and parking signage.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax  
247 Freshwater Way Suite 500 • Milwaukee, Wisconsin 53204 • 414.488-8631  
[www.vandewalle.com](http://www.vandewalle.com)

Shaping places, shaping change

1.4 Assistance with developing a downtown brand or City brand once the direction these projects take is identified.

1.5 Additional essential implementation services as directed by Client determined to be achievable within the approved monthly budget.

Any additional implementation services determined to be unachievable within the monthly budget will be conducted on a time and materials basis through a separate work order as negotiated and approved by Client.

### **Task 2: Project Management Team & Work Group Meetings**

VANDEWALLE & ASSOCIATES will provide the following project management services as directed by Client:

2.1 Attend Project Management Team (PMT) meetings as directed by Client.

2.2 Any additional project management services determined to be unachievable within the monthly budget will be conducted on a time and materials basis through a separate work order as negotiated and approved by Client.

- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order" (including grant writing).
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

## **Article II Client's Responsibilities**

- A. Client shall be responsible for coordination of all meeting venues, publicity dissemination, notifications, and refreshments.
- B. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete

these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.

- C. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Steve Volkert, City Administrator.
- D. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title
------	-------

Name	Title
------	-------

- E. Client acknowledges that although VANDEWALLE & ASSOCIATES may provide municipal advice for this Project as defined in Securities and Exchange Rule 15Ba1-1, VANDEWALLE & ASSOCIATES is not an Independent Registered Municipal Advisor (IRMA) and is, therefore, not subject to the specific rules and fiduciary standard required of an IRMA when providing advice on the potential issuance of municipal securities. Advice, if any, provided by VANDEWALLE & ASSOCIATES to the Client with respect to the issuance of municipal securities shall be discussed with Client's IRMA before taking any action. Should there be questions or concerns about VANDEWALLE & ASSOCIATES' role in this Project, Client shall talk immediately with Client's IRMA and/or seek appropriate legal assistance. In accordance with the above, Client shall provide VANDEWALLE & ASSOCIATES an original, signed copy of Client's disclosure indicating that Client has retained an IRMA to provide advice for the Project.
- F. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to

use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lie solely with Client and the vendor or supplier of that hardware or software.

- G. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

### **Article III Estimated Schedule**

- A. Services in this Agreement shall commence from date of execution, and be in effect a maximum of one year, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

### **Article IV Costs and Payment**

- A. All work will be completed on a time and materials basis with a budget not to exceed \$45,000, estimated at \$3,750 per month. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

- B. Invoice charges to the Client are divided into these two elements:
1. Professional Fees.  
Charged for all Services rendered at current billing rates as listed in Attachment One.
  2. Reimbursable Expenses.
    - a. Most will be invoiced at cost, including travel and all in-house charges.
    - b. Some Reimbursable Expenses will be charged at cost multiplied by 1.1. These are limited to items charged through a third party vendor. Examples of these would include: printing, reproduction, and delivery charges.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

## Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

## Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

## Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

## Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of

appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Hartford

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

VANDEWALLE & ASSOCIATES

By:

\_\_\_\_\_  
Nonna Anderson, Business Manager

\_\_\_\_\_  
Date

**ATTACHMENT ONE**  
**FEE SCHEDULE**

	<u>Hourly Rates</u>
Company President	\$220 to \$250
Principal	\$120 to \$220
Associate	\$85 to \$120
Assistant	\$65 to \$85
GIS Analyst/Cartographer	\$75 to \$85
Communications Specialist	\$60 to \$95
Project Assistant	\$40 to \$65