

A G E N D A
CITY OF HARTFORD COMMON COUNCIL
CITY HALL COUNCIL CHAMBERS
TUESDAY, MARCH 10, 2020
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

A) The Common Council minutes of February 25, 2020.

B) Authoring appropriate City officials to purchase three 2020 Ford Police Interceptor SUV's from Ewald Automotive Group, for a combined price not to exceed \$113,288.50. (Executive Summary attached)

5) COMMUNICATIONS

A) Mid-Moraine meeting Wednesday, March 25th.

B) Discussion and consideration of moving the second Common Council meeting in April from the fourth Tuesday in April to the third Tuesday in April.

6) APPEARANCES/CITIZENS COMMENTS

A) Introduction of Police Officer Michael Zens by Chief of Police Scott MacFarlan, along with the administration of the oath of office by City Clerk Hetzel.

7) MAYOR'S REPORT

A) Appointment of Gary Nickolie, John Killoren, Carol Zentner, and Carol Orth as Election Officials.

8) 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.

9) STANDING COMMITTEE REPORTS

A) FINANCE & PERSONNEL

1) Discussion and consideration of approving the following licenses: (Cigarette and Tobacco) A & B Mart, LLC (Weights & Measures) A & B Mart, LLC

2) Discussion and consideration of approving Sutterlin Restorations, Janesville, to complete the Veterans Memorial Aquatic Center pool vessel painting project as specified at a total base bid cost not to exceed \$48,750, with an additional

cost of \$25 per lineal foot for joint repair, and the shortfall to come from surplus funds in the Veterans Memorial Aquatic Center pool project fund 496. (Executive Summary attached)

B) PUBLIC WORKS

C) UTILITY

1) Discussion and consideration of accepting the proposal from Ruckert Mielke, Waukesha, as the engineering consultant for the Evaluation of the Wastewater Utility Interceptor Sewer at a cost not to exceed \$6,125. (Executive Summary attached)

10) RESOLUTIONS AND POSSIBLE ACTION THERON

A) Resolution No. 3565 – A resolution authorizing the issuance and sale of \$4,700,000 General Obligation Promissory Notes, Series 2020A. (Executive Summary attached)

11) ORDINANCES

A) FIRST READING AND POSSIBLE ACTION THERON

B) SECOND READING AND POSSIBLE ACTION THERON

12) CITY ADMINISTRATOR'S REPORT

A) Discussion and consideration of denying a request to have a private driveway dedicated as a private street for the conservancy, located at 1329-1345 South Wilson Avenue. (Executive Summary attached)

13) CLOSED SESSION

A) The Common Council to move into closed session under § 19.85 (1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" relative to the City Administrator's performance review. The Common Council to reconvene in open session for adjournment only.

14) 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

**CITY OF HARTFORD
COMMON COUNCIL
February 25, 2020**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, February 25, 2020, 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 Rusniak approving the Common Council minutes of February 11, 2020. MOTION CARRIED UNANIMOUSLY.

COMMUNICATIONS

There were no communications.

APPEARANCES/CITIZENS COMMENTS

There were no appearances/citizens comments.

MAYOR'S REPORT

Mayor Michalak had no report.

ALDERMANIC REQUESTS

Alderperson Mixon thanked all those that participated in and attended the Iced On Main event held the previous Saturday.

PUBLIC HEARING "A"

110 N Pike Lake Drive Rezoning

Mayor Michalak declared the public hearing open at 7:02 p.m. The notice of public hearing as published in the 2/7/2020 and 2/14/2020 Daily News, and as mailed to 34 affected property owners, was read by City Clerk Lori Hetzel.

COMMON COUNCIL (2/25/2020)

Design-2-Construct, representing Delaney Group LLC, has requested the rezoning of a portion of 110 North Pike Lake Drive to B-4 Professional Office District. The property is currently zoned B-5 Highway Business District and C-1 Lowland Conservancy District. The change in zoning is requested only for the area zoned B-5. The applicant is in the process of developing the property for offices. The certified survey map indicates that the property will be split into two lots, both of which will meet size requirements for B-4 zoning.

There were no appearances for, nor any against the proposed rezoning. Staff responded to questions relating to the proposal. There being no discussion, Mayor Michalak declared the public hearing closed at 7:06 p.m.

Ordinance No. 1415

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

MOTION by Alderperson Wintringer, and seconded by Alderperson Mixon to suspend the rules for immediate consideration of proposed Ordinance 1415. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Wintringer, and seconded by Alderperson Turchi for the adoption of proposed Ordinance 1415. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARING "B"

**Special Assessment Sidewalk Installation
Lake View Acres, 1st Addition Subdivision,
2001, 2003 and 2007 Lake View Drive
and 40 S Teri Lane, City of Hartford**

Mayor Michalak declared the public hearing open at 7:07 p.m. The notice of public hearing as published in the Daily News, and as mailed to affected property owners, was read by City Clerk Lori Hetzel.

The Developer's Agreement for Lake View Acres, 1st Addition states that sidewalk shall be required on both sides of each street within and abutting the subdivision. The Developer's Agreement shows a completion of June 30, 1997 for the sidewalk installation with a note stating the intent that sidewalk would probably not be ordered unless and until it can be connected to the STH 60 bike trail. There is a small section of S Teri Lane between this subdivision and the STH 60 bike trail that is still in the Town of Hartford. This has prevented the City from establishing a connection to the bike trail. This fact does not appear to be changing any time soon. This was reviewed at the 2/21/2019 Public Works Committee meeting, and the Committee concluded that the connection to the bike trail should not be a reason to hold off sidewalk installation any longer. The Committee directed staff to include the sidewalk installation as part of the 2020 Sidewalk Program. The costs to install sidewalk along S Teri Lane, Zuern Drive, and Lake View Drive will be calculated based on the 2/4/2020 bid price and the actual sidewalk installed in front of each

COMMON COUNCIL (2/25/2020)

property. The City will collect \$80,388.85 for the installation of the sidewalk as a special assessment from property owners along these streets. City Attorney Prust clarified the language in the developer's agreement relating to the sidewalk installation. City Administrator Volkert commented on the City's sidewalk policy.

There were no appearances for the installation of the sidewalk. Under appearances against, Christy Podraza, 2001 Lake View Drive, Rick Porchetta, 2063 Lake View Drive, Jeffrey Nelson, 2090 Zuern Drive, Alex Calarco, 74 S Teri Lane, Greg Exner, 2029 Lake View Drive, Carol Walters, 86 S Teri Lane, Nicole Glogovsky, 31 S Teri Lane, Whitney Wendorf, 2003 Lake View Drive, Randolph Metzger, 63 S Teri Lane, Lori Cook, 2075 Lake View Drive, Amy Hahn, 2017 Lake View Drive, Greg Schwehr, 2112 Zuern Drive, Kathryn Sibley, 2087 Lake View Drive, Ed Hall, 2041 Lake View Drive, Jay Pongracic, 92 S Teri Lane, Korey Inman, 81 S Teri Lane, and Jacob Neuman, 62 S Teri Lane, all spoke against the installation of sidewalk. Some of the concerns cited were the cost for the sidewalk, that the sidewalk wasn't necessary and they didn't want it, that the sidewalk doesn't go anywhere, loss of privacy, loss of front yard area and usage, increased pedestrian traffic in the neighborhood, and the ecological impact on Pike Lake. Some indicated that they specifically bought their home because there was no sidewalk and the country-like appeal; some were not made aware of the sidewalk requirement. Others mentioned that as the snow is not removed from the bike trail and from City properties in the area the importance of sidewalk doesn't make sense.

Staff responded to alderperson questions relating to the sidewalk installation, as well as some of the resident concerns. Alderpersons Rusniak, Hegy, Wintringer, Garza, Mixon, Kohler, and Fulop spoke on this issue, and addressed some of the concerns brought up by the residents. It was noted that the City offers a 5-year payment plan for the sidewalk. Alderperson Wintringer noted that he is leaning toward voting against the sidewalk as he feels it is not necessary in this area. There being no further remarks or discussion, Mayor Michalak declared the public hearing closed at 8:28 p.m.

Resolution No. 3561

A FINAL RESOLUTION FOR THE LEVYING AND COLLECTING OF SPECIAL ASSESSMENTS UNDER SECTION 66.0703, WIS STATS, FOR THE INSTALLATION OF SIDEWALK IN LAKE VIEW ACRES, 1ST ADDITION SUBDIVISION, AND 2001, 2003 AND 2007 LAKE VIEW DRIVE, 2008 ZUERN DRIVE, AND 40 S TERI LANE LOCATED IN SECTION 23 AND SECTION 22, T10N, R18E, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

MOTION by Alderperson Hegy, and seconded by Alderperson Turchi for the adoption of proposed Resolution 3561. MOTION CARRIED. (Alderperson Wintringer voted "nay")

RESOLUTIONS

Resolution No. 3562

COMMON COUNCIL (2/25/2020)

**A PRELIMINARY RESOLUTION FOR THE LEVYING OF SPECIAL
ASSESSMENTS UNDER SECTION 66.0703 WIS. STATUTES
FOR THE INSTALLATION OF SIDEWALK ON EVERGREEN DRIVE
(ADDRESS 303 E MONROE AVENUE, 827 & 841 GRAND AVENUE),
ON MORGAN DRIVE (150 JEFFERSON AVENUE), AND ON
ARTHUR AVENUE (753 & 761 ARTHUR AVENUE)**

As the Engineering Department was inspecting sidewalk for the 2020 Sidewalk Program, several areas of missing sidewalk were observed. These areas include Evergreen Drive (E Monroe Avenue to the south); Morgan Drive (Jefferson Avenue to the north end); and Arthur Avenue (E Monroe Avenue to the north end). The City of Hartford does require all new development to install sidewalk along both sides of all streets, with the exception of the Industrial Park. The Public Works Committee reviewed this issue at its January meeting and recommended introducing the preliminary resolution to the Common Council. The cost estimate for this work using the 2020 sidewalk low bid is approximately \$25,000.

MOTION by Alderperson Hegy, and seconded by Alderperson Carroll for the adoption of proposed Resolution 3562. MOTION CARRIED UNANIMOUSLY.

Resolution No. 3563

**A RESOLUTION APPROVING A DISTRIBUTION EASEMENT (GAS)
ON CITY OF HARTFORD LAND ALONG THE EAST SIDE OF N WACKER DRIVE
FROM W WISCONSIN TO APPROXIMATELY 450' SOUTH**

Wisconsin Gas LLC has requested a Distribution Easement to install underground utility facilities along the east side of N Wacker Drive on City owned property from W Wisconsin Street to approximately 450' south. As a result of the N Wacker Drive bridge replacement, WE Energies will need to relocate a section of high pressure gas main.

MOTION by Alderperson Turchi, and seconded by Alderperson Kohler for the adoption of proposed Resolution 3563. MOTION CARRIED UNANIMOUSLY.

Resolution No. 3564

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR A PROPERTY LOCATED IN THE CITY OF HARTFORD
(110 N Pike Lake Drive)**

As part of the development of the parcel at the northeast corner of East Sumner Street and North Pike Lake Drive, Design-2-Construct has submitted a certified survey map splitting the parcels into two lots and an outlot. Both lots meet the area requirements for the B-4 Professional Office District zoning approved earlier in the meeting.

COMMON COUNCIL (2/25/2020)

MOTION by Alderperson Turchi, and seconded by Alderperson Wintringer for the adoption of proposed Resolution 3564. MOTION CARRIED UNANIMOUSLY.

Mayor Michalak declared a 3 minute recess of the Common Council.

CITY ADMINISTRATOR'S REPORT

Bids were received for the 2020 sidewalk replacement/repair program. The low bidder was Rennhack Construction Company, Reeseville, in the amount of \$203,425. Safe Step LLC will again perform the sidewalk trip hazard repairs by shaving concrete. Safe Step's proposal is based upon the estimated quantity of work they will complete with an estimated cost for 2020 of \$12,349.35

MOTION by Alderperson Kohler, and seconded by Alderperson Fulop authorizing appropriate City officials to enter into a contract with Rennhack Construction Co., Reeseville, for the 2020 Sidewalk Replacement Program bid at an estimated cost of \$203,425; and with Safe Step, Hortonville, for the sidewalk shaving program under Proposal #200206 with an estimated cost for 2020 in the amount of \$12,349.35. MOTION CARRIED UNANIMOUSLY.

CLOSED SESSION

MOTION by Alderperson Mixon, and seconded by Alderperson Fulop to move into closed session at 8:44 p.m. under § 19.85 (1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" relative to the City Administrator's performance review; the Common Council to reconvene in open session for adjournment only. ROLL CALL: "Ayes" 9 "Nays" 0. MOTION CARRIED UNANIMOUSLY.

RECONVENE IN OPEN SESSION

MOTION by Alderperson Mixon, and seconded by Alderperson Turchi to reconvene in open session at 9:12 p.m. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT

MOTION by Alderperson Mixon, and seconded by Alderperson Turchi for adjournment at 9:12 p.m. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,
Lori Hetzel, City Clerk

LH:pb
CCFEB25.20
Compiled by Pat Borlen, Deputy Clerk

EXECUTIVE SUMMARY

TITLE: **PURCHASE OF POLICE DEPARTMENT VEHICLES FOR FISCAL YEAR 2020.** (CIP #'s; 201-95-004 and 201-95-003 and 201-00-009)

BACKGROUND:

In the 2020-2024 C.I.P., a purchase price of \$40,100 for one (1) Ford Police Interceptor Hybrid Gas/Electric, and \$36,930, per vehicle, for the two (2) Ford Police Interceptor Gas SUVs was approved for 2020. If we would have purchased the three (3) vehicles at the initially quoted purchase price, the total cost for the vehicles would be \$113,960. Staff obtained a final quote for each squad car prior to purchase. The quote provided by Ewald Automotive Group listed the purchase price of the Ford Police Interceptor Explorer Hybrid Gas/Electric to be \$39,839.50. That is \$260.50 under budget. Ewald's quote for the two Ford Police Interceptor SUVs listed the purchase price of each as \$36,724.50. That is \$205.50 under budget per SUV for a total of \$411. The total amount under budget for the three 2020 CIP purchases is \$671.50. The new quotes bring the total amount to purchase all three squads to \$113,288.50.

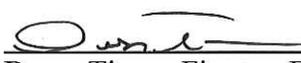
FISCAL IMPACT:

\$113,960 had been budgeted and approved for the three (3) squad purchases in the 2020 CIP. The cost to purchase the squads now is \$113,288.50, resulting in a net gain of \$671.50.

RECOMMENDATION:

Staff recommends authorization for the appropriate city officials to purchase three (3) 2020 Ford Police Interceptor SUV's from Ewald Automotive Group, per bid specifications, for a combined price not to exceed \$113,288.50.

PREPARED BY:  **DATE:** 03-02-2020
Scott MacFarlan, Chief of Police

REVIEWED BY:  **DATE:** 3/4/2020
Dawn Timm, Finance Director

APPROVED BY:  **DATE:** 3/4/2020
Steven Volkert, City Administrator



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

City of Hartford Police Dept.

Prepared For: Nate Dorn

262-673-2600

ndorn@ci.hartford.wi.us

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$40,615.00
Dest Charge	\$1,195.00
Total Options	\$5,030.50
Subtotal	\$46,840.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$7,001.00)
Subtotal Discount	(\$7,001.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$39,839.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$39,839.50

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Comments:

HYBRID 2020 Ford Utility Interceptor to the specifications as detailed. Registration fees are included. Lead time is approximately 22-24 weeks from order, payment terms are net 10 days.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$40,615.00
Dest Charge	\$1,195.00
Total Options	\$1,500.50
Subtotal	\$43,310.50
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$6,586.00)
Subtotal Discount	(\$6,586.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$36,724.50
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$36,724.50

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Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Comments:

V6 Gas 2020 Ford Utility Interceptor to the specifications as detailed. Registration fees are included. Lead time is approximately 22-24 weeks from order, payment terms are net 10 days.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 10419. Data Updated: Feb 27, 2020 6:52:00 AM PST.

MID-MORAINÉ MUNICIPAL ASSOCIATION DINNER MEETING
WEDNESDAY, MARCH 25, 2020

Host Community: City of West Bend

Location: Lac Lawrann Conservancy
300 Schmidt Road
West Bend, WI 53090
Phone Number – My Cell 262-573-1883

Speaker: Our Speaker will be Ms. Courtney Cox-Poulsen, Conservation Supervisor for the City of West Bend. Her presentation is titled: Reconnecting Children with Nature – Why Parks are so Important? Humans are spending more time inside and urbanizing. Research shows that the average American is spending 44 hours per week on some form of electronic technology and as a result spending less time outdoors in Nature. This leads to a rise in ADHD, Obesity, Emotional and Physical Disorders.

Dinner: Buffet Dinner from Billy Sims BBQ including: Sliced Brisket, Pulled Pork, Baked Potato Salad, Baked Beans, Coleslaw, Bread, Dessert and Beverages.

Cost: \$21.00

Schedule: Social Hour: 6:00 – 6:30 p.m.
Dinner: 6:30 p.m.
Speaker: 7:30 p.m.

Please forward reservations and payments to:

Debbie Kurtz
N169W23075 Wilshire Dr.
Jackson, WI 53037
(262) 305-2252

Cc: Area Legislators
Curt Witynski

Executive Summary

Title: Recommendation to approve Veterans Memorial Aquatic Center Pool Vessel Painting Project

Background: The 2020 CIP included an approved budget of \$30,000 for the repainting of the Veterans Memorial Aquatic Center main and lazy river pool vessels. The work additionally includes repairs to expansion joints as are deemed as necessary in the two pool vessels. The project timeline requires that the specified work is completed by May 18th which is necessary in order to plan for an opening season date of May 30th. The bid requested a base bid amount for the painting and up to 100 lineal feet of joint repairs. Additionally the bid was to provide a cost per lineal foot of any joint repairs that may be necessary and can best be determined following the cleaning of the vessels prior to painting. The project was put out for bids and two bids were received as follows.

Ricchio Inc. Gurnee, IL.	Base Bid	\$88,600
	Joint Repair per Lineal Foot	\$4.90
Sutterlin Restorations Janesville, WI	Base Bid	\$48,750
	Joint Repair per Lineal Foot	\$25.00

In review of the proposals the low bid is from Sutterlin Restorations and it is over the approved budget. Ricchio Inc. which submitted the second bid was the General Contractor that did the construction of the Veterans Memorial Aquatic Center. The proposal from Ricchio Inc. would include the painting performance to be completed by a painting subcontractor while Sutterlin Restorations is a painting contractor who would be actually performing the work.

Based on the higher than anticipated proposal amount staff has been evaluating the project scope and specifications of work. This included reaching out to the two contractors who submitted proposals. In those communications there were a number of items that were discussed as possible adjustments to the specifications and scope of work that could reduce the projects expense. These included a single coat of paint on floor surfaces, adjusting some of the deck grate surface area painting work, consideration to review alternate caulk joint product option as a material change that could save on cost, changes on the work process specified for the surface preparation steps specifically as it concerns the current step for abrasive blasting of the surface prior to the new paint coating and not requiring a performance bond. In discussion with the above stated scope of work adjustments the low bidder has indicated that as much as \$13,000 could be reduced from the base bid. If the low bidder was approved staff would proceed to outline a number of change order requests in order to get the project at a lower cost but still complete the project to ensure a quality repainting is completed.

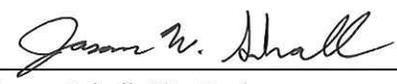
If the low bid is approved staff is recommending that the additional funding shortfall of \$18,750 as well as any additional joint repair work expense would be taken from the Veterans Memorial Aquatic Center project fund 496. The final project expenses and revenue are being confirmed by the Finance Director at this time and based the most recent years VMAC Capital Campaign donations deposited in 2019 the account presently is showing a surplus cash balance of \$77,033.

Fiscal Impact: The approved budget of \$30,000 in the CIP is in account number 424.424.574777.59301 and the shortfall from surplus funds in the Veterans Memorial Aquatic Center pool project fund 496.

Staff Recommendation: Staff recommends approval of Sutterlin Restorations, Janesville, Wisconsin to complete the Veterans Memorial Aquatic Center pool vessel painting project as specified at a total base bid cost not to exceed \$48,750 with an additional cost of \$25 per lineal foot for joint repair with the funding for the costs as listed and identified under fiscal impact.

Prepared by:  3/6/20
Mike Hermann, Parks and Recreation Director Date

Reviewed by:  3/6/2020
Dawn Timm, Finance Director Date

 3-6-2020
Jason Schall, City Engineer Date

Approved by: _____
Steve Volkert, City Administrator Date

Routing: Finance and Personnel Committee 3/10/20
City Council 3/10/20

EXECUTIVE SUMMARY

TITLE: **Engineering Proposals for the Evaluation of the Wastewater Utility Interceptor Sewer.**

BACKGROUND: The City of Hartford's main interceptor sanitary sewer line is scheduled to be lined in 2021 as part of the CIP. The interceptor sewer runs from near N. Wacker Drive all the way to the treatment plant on Liberty Lane. Most of the interceptor is located within easements on private property. There are several sections of the interceptor sewer that are of concern to staff. Before proceeding with the lining of the interceptor sewer, staff would like to evaluate these sections of concern to make sure there are no long term issues with the interceptor sewer. Requests for proposals (RFP) were sent to two consultants. The proposals were received and reviewed at the February 3, 2020 Utility Committee meeting. The proposals reviewed at that time included the following:

Engineering Company	Address	Proposal
Ruekert Mielke	W233 N2080 Ridgeview Parkway Waukesha, WI 53188	\$6,125.00
Short, Elliott, Hendrickson (SEH)	501 Maple Avenue Delafield, WI 53018	\$11,080.00

Staff had recommended the proposal from SEH at that time. After discussion by the Utility Committee, the Committee requested staff to contact Ruekert Mielke to clarify their proposal and verify their proposal included everything the City detailed in the RFP.

Staff did meet with a representative from Ruekert Mielke to discuss their proposal. All concerns staff had regarding the proposal were addressed during this meeting and Ruekert Mielke was confident they could complete the work for the cost established in the proposal. After meeting with them, staff is comfortable with Ruekert Mielke's proposal and that it will address all the requirements included in the RFP.

After meeting with Ruekert Mielke, staff contacted SEH to explain the situation and what happened at the Utility Committee meeting. After contacting SEH and discussing the project further, SEH had some internal discussions and have now submitted a letter explaining their position and offering an amendment to their original proposal adjusting their scope and fee. They removed the business case evaluation (BCE) from their scope (which was not a requirement of the RFP), reduced the total estimated hours, and reduced their fee. The new proposed fee matches that of Ruekert Mielke. Staff is comfortable with the amended scope and fee submitted by SEH and that it will address all the requirements included in the RFP. The amendment letter from SEH and both original proposals are attached for your review.

Both firms have completed previous projects for the City and have a good working relationship with the City of Hartford. With the amendment submitted by SEH, the proposals from Ruekert Mielke and SEH are now basically identical in scope and fee.

FISCAL IMPACT: **\$6,125.00** from the Wastewater Utility 42" Main Interceptor Assessment under Account No. 595.370.536275.59301.

RECOMMENDATION: Select which proposal to accept and recommend to the Common Council for approval and authorize appropriate City officials to execute an agreement with the selected engineering consultant for the Evaluation of the Wastewater Utility Interceptor Sewer at a cost not exceed **\$6,125.00.**

PREPARED BY: Jason W. Schall 2-27-2020
Jason W. Schall
City Engineer DATE

REVIEWED BY: Dave Piquett 2/28/2020
Dave Piquett
Sewer Utility Director DATE

REVIEWED BY: Dawn Timm 2/27/2020
Dawn Timm
Finance Director/Treasurer DATE

APPROVED BY: Steve Volkert 2/28/2020
Steve Volkert
City Administrator DATE

ROUTING: Utility Committee - March 2, 2020
Common Council - March 10, 2020



Building a Better World
for All of Us®

February 24, 2020

RE: City of Hartford
42" Interceptor Sewer Evaluation
SEH No. 153679 14.00

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

Dear Mr. Schall:

Short Elliott Hendrickson Inc. (SEH) appreciates the opportunity to further clarify and amend our proposal for the 42" Interceptor Sewer Evaluation. Per your request on February 11th, we have prepared this letter to describe changes that can be made to our original approach to satisfy your budget requirements based on Ruekert & Mielke's (R&M's) cost proposal for the 42" Interceptor Sewer Evaluation, while also still satisfying the key questions you would like answered as part of this evaluation.

We have reviewed R&M's proposal publicly posted in the Utility Committee's agenda packets to compare our scope to theirs, and would like to highlight a few items for the City's consideration, prior to providing suggested changes to our scope/approach:

1. R&M has provided the City with a lump sum fee of \$6,125 to complete the assessment. Under a lump sum approach, a detailed breakdown of hours is not provided, as this is the amount that will be invoiced once the project is completed. Without a similar breakdown of effort that we have provided it is difficult to determine how many hours R&M anticipates to complete the project.
2. It is our interpretation that, R&M's proposal indicates they plan to address the six RFP questions in two phases, addressing only the first two RFP questions in their first phase.
 - a. It appears that R&M's approach requires additional cost on the City's part to excavate around the overburdened manholes, repair/replace the riser pipes as needed, and backfill to allow for televising activities to be completed. Once the City completes the work necessary, it either commits the City to lining the pipe, or amounts to a fixed cost that cannot be applied to other potential solutions which may be more beneficial to the City in the long term.
 - b. It appears that R&M's approach also notes that R&M would need an amendment to their proposed lump sum fee to assist the City with design and bidding of manhole repairs, further increasing up-front costs of the evaluation above the stated \$6,125.00.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 809 North 8th Street, Suite 205, Sheboygan, WI 53081-4032
SEH is 100% employee-owned | sehinc.com | 920.452.6603 | 888.908.8166 fax

Attachment 1
City of Hartford
42" Main Interceptor Evaluation
Level of Effort & Project Cost Estimate

Task	Project Manager	Client Service Manager	Senior Engineer	Staff Engineer	GIS Analyst	Administrative	Total labor
Labor Hours							
Project Management, QA/QC, Project Meetings	2	2	2	4		1	\$858
1.0 Project Management and QA/QC							\$864
2.0 Meetings (3)							
Evaluation & Summary Report							\$864
3.0 Data Collection & Review			2	4			\$1,638
4.0 Alternative Development & Analysis			2	8	4		\$1,539
5.0 Draft Report			2	8	2	1	\$287
6.0 Final Report				2		1	
Labor Hours Subtotal	2	2	8	26	6	3	\$6,050

Optional Services							
Labor Hours Subtotal	0	0	0	0	0	0	\$0

Labor Hours Total	2	2	8	26	6	3	\$6,050
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Project Reimbursable Expenses
 1. Travel and Reproductions \$75
 Total Reimbursable Expenses \$75
 Total Project Costs \$6,125

January 28, 2020

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

RE: Interceptor Sewer Evaluation

Dear Mr. Schall:

The City of Hartford has a unique challenge ahead in evaluating the 1,800 feet of interceptor sewer west of Thiel Street. This is a critical section of sewer as it conveys sanitary sewerage from the entire City to the Water Pollution Control Facility. We believe that this evaluation is the proper step before considering the alternatives of lining or relocating the interceptor.

It is our understanding that at least a portion of this sewer segment has not been televised due to not having access to manholes because of filling above the interceptor. If this is the case, we strongly urge the City to televise the *entire* segment. It will be very risky to assume that the condition of the un-televised section is like the condition of the televised section. In order to line this section of sewer, the access issues must be addressed. We recommend a two-phase approach for this evaluation.

In the first phase, we understand that the City will be making repairs to the manholes in order to be allow access and completely televise all sections prior to beginning this evaluation. We feel the results of the evaluation are likely to indicate that the interceptor should be lined and not relayed. Therefore, this extra work and expense to gain access to the manholes should benefit the City for the long-term. Ruekert & Mielke, Inc, (R/M) will assist the City in assessing the alternatives for correcting the buried manhole and correcting or adjusting the others. These alternatives will include consideration for long-term access for inspection and maintenance. Before this is complete, R/M will compare the amount of fill over the interceptor sewer with standard pipe tables for bury depth. R/M will not enter the manholes to evaluate the sewer or take pipe cores. The scope of work in this phase includes items 1 and 2 from the January 21, 2020 Request for Proposal letter. The R/M work for this section does not include detailed design, public bidding, or construction services for correcting the manholes to allow access or for coordinating the sewer manhole repairs, adjustments or sewer televising. We would be happy to coordinate with the City, if you are interested in these services.

An alternative for the first phase would be for the City to temporarily excavate around the manholes and remove the stacked vertical pipe sections to allow access for televising. This would save the upfront cost of the manhole work.

The second phase of the evaluation will start after we have all televising records. We understand that this will include the televising of the sewer that the City plans to do in the immediate future. We will evaluate the televising reports to review the condition of the interceptor to make recommendations relating to the suitability of interceptor lining. We feel that the real question with this sewer is not whether it is structurally stable, but whether it can be lined. CIPP liners are designed to be structurally stable regardless of the condition of the host pipe.

In order to better understand the sewer and make sound judgements relating to the lining or relocation question, we request that the City provide the following information during our analysis if available:

1. As-built or design plans and specifications for the interceptor sewer.

Mr. Jason W. Schall, P. E.
City of Hartford
January 28, 2020
Page 2

2. Recent sewer televising reports and video for all segments of the sewer in question.
3. Development plans of the properties in question.
4. Data or an understanding of the current and full build-out flows versus the interceptor sewer capacity.
5. Any available data regarding wetlands, floodplain, ground water and geotechnical data including any known contaminated soils in the area.

Armed with this information, we will then develop the options and opinions as identified in the request for proposals and develop a recommendation and report. This phase of work will include items 3 through 6 from the January 21, 2020 Request for Proposal letter. We will plan on attending up to 3 meetings as requested.

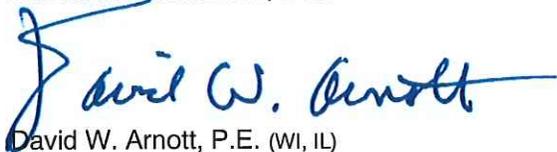
We propose to perform the above scope of services for a Lump Sum Fee of \$6,125. We are prepared to complete this evaluation by April 30, 2020 as identified in the Request for Proposals assuming that we are provided with the complete televising reports and items listed above no later than March 23, 2020.

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

If you have any questions, please feel free to contact me.

Respectfully,

RUEKERT & MIELKE, INC.



David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

DWA:sjs
Enclosure(s)

Mr. Jason W. Schall, P. E.
City of Hartford
January 28, 2020
Page 3

CLIENT NAME:

City of Hartford

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc

By:  _____
Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: January 28, 2020

Designated Representative:

Name: David W. Arnott, P.E.

Title: Team Leader/Senior Project Manager

Phone Number: (262) 542-5733

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT



Building a Better World
for All of Us®

January 29, 2020

RE: City of Hartford
42" Interceptor Sewer Evaluation Proposal
SEH No. P-HARTW 153679 14.00

Jason W. Schall, PE
City Engineer
City of Hartford
109 North Main Street
Hartford, WI 53027

Dear Mr. Schall:

PROJECT UNDERSTANDING

Short Elliott Hendrickson Inc. (SEH®) understands and values the City of Hartford's (City's) proactive approach when identifying future capital improvement needs, and that you regularly update and prioritize these needs when reviewing your Five-Year Capital Improvement Program (CIP). You previously identified a need to evaluate and rehabilitate a portion of the 42-in. gravity interceptor that serves the Wastewater Treatment Plant (WWTP). We understand that the main interceptor sewer is scheduled to be lined from approximately Wacker Drive to the Wastewater Treatment Plant (WWTP) and that you have concerns regarding whether the interceptor sewer could be lined or whether relocation of the interceptor is warranted. It is further understood that the City desires to complete this study by April 30, 2020.

Previously, this project was identified as a lining project utilizing cured in place pipe (CIPP) from near the intersection of W. Sumner Street and N. Wacker Drive to the WWTP. However, the City has raised concerns over a portion of this interceptor located between the start and end point of the proposed lining project, and would like an engineering evaluation of the sections in question to determine if lining is a viable option. The section in question is located at the east end of Thiel Street at the Walmart property on the downstream end and continues approximately 1,800 ft. east. We understand your concerns are multifaceted, including:

1. The first manhole (MH10) upstream of the manhole at Thiel Street (MH11) (located on the property owned by Dodge United Co-Op) was originally installed with approximately 12 ft. of soil cover over the pipe. The City noted that this manhole was buried at some point and there is now approximately 37 ft. of soil cover on the pipe and 27 ft. above the manhole rim elevation. Based on our preliminary review of aerial photography, it appears as though this manhole was buried at some point between 1990 and 1995, meaning soil overburden has been placed on the associated piping for the last 25 to 30 years. Additionally, the City notes that inaccessibility to MH10 results in a stretch of almost 1,000 feet of interceptor piping with no immediate access points. However, City staff indicated during the RFP period that they have been able to televise through this

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
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manhole in the past. SEH's review of CCTV records through this manhole will be a critical part of the interceptor evaluation, as record drawings indicate a change in pipe class from Class III reinforced concrete pipe (RCP) on the downstream pipe to Class IV on the upstream pipe at MH10.

2. A second area of concern for City staff is a section of interceptor pipe upstream of MH10 where a property owner (Klumb property) has been filling over the interceptor sewer and has added approximately 10 to 16 ft. of additional fill (total of 28 to 34 ft.) over the pipe. Prior to the owner adding fill, the sewer manholes (MH7, MH8, MH9) were raised to adjust the rim elevations and avoid another buried manhole similar to MH10. However, it appears that at least one of the raised MH sections consists only of two 24-in. diameter pipes stacked vertically to add 16 ft. of height to the existing manhole. Not only does this restrict access for televising and maintenance, but could also pose potential structural issues. It appears that filling operations on this parcel are ongoing based on review of aerial photography, however, City staff notes that the property owner has been requested to cease filling in the area of the interceptor. This segment from MH7 to MH9 has not been televised in the past due to the restricted access, however, City staff noted they anticipate excavating around MH8 to achieve access for televising early in this evaluation to provide SEH with the CCTV record and aid in the development of alternatives.

PROJECT APPROACH

We appreciate the opportunity to assist in the City's efforts to evaluate the rehabilitation or relocation of a portion of the City's main interceptor sewer. Our approach and scope of service reflects a collaborative effort that combines a local team with experts in large diameter pipe evaluation and lining projects to provide the City with an evaluation that addresses the interceptor's condition for many years into the future, as well as maximize the ease of future operation and maintenance of the interceptor.

Our initial review of the interceptor alignment and the associated fill placed above the interceptor has identified that in certain areas of the alignment overburden on the existing Class III and Class IV RCP exceeds the recommended fill heights for both Class III and Class IV RCP per the WisDOT Facilities Development Manual. Figure 1 on the following page presents a summary of the existing conditions based on review of record drawings, information provided by the City in the RFP, and review of topographical information, and graphically depicts preliminary structural concerns. In addition, the corrosive nature of potential H₂S and any other defects in the existing RCP may exacerbate additional concern for the structural condition of the existing interceptor. SEH will further review the actual pipe loadings and compare against recommendations and information provided in the Reinforced Concrete Pipe Manual published by the American Concrete Pipe Association.

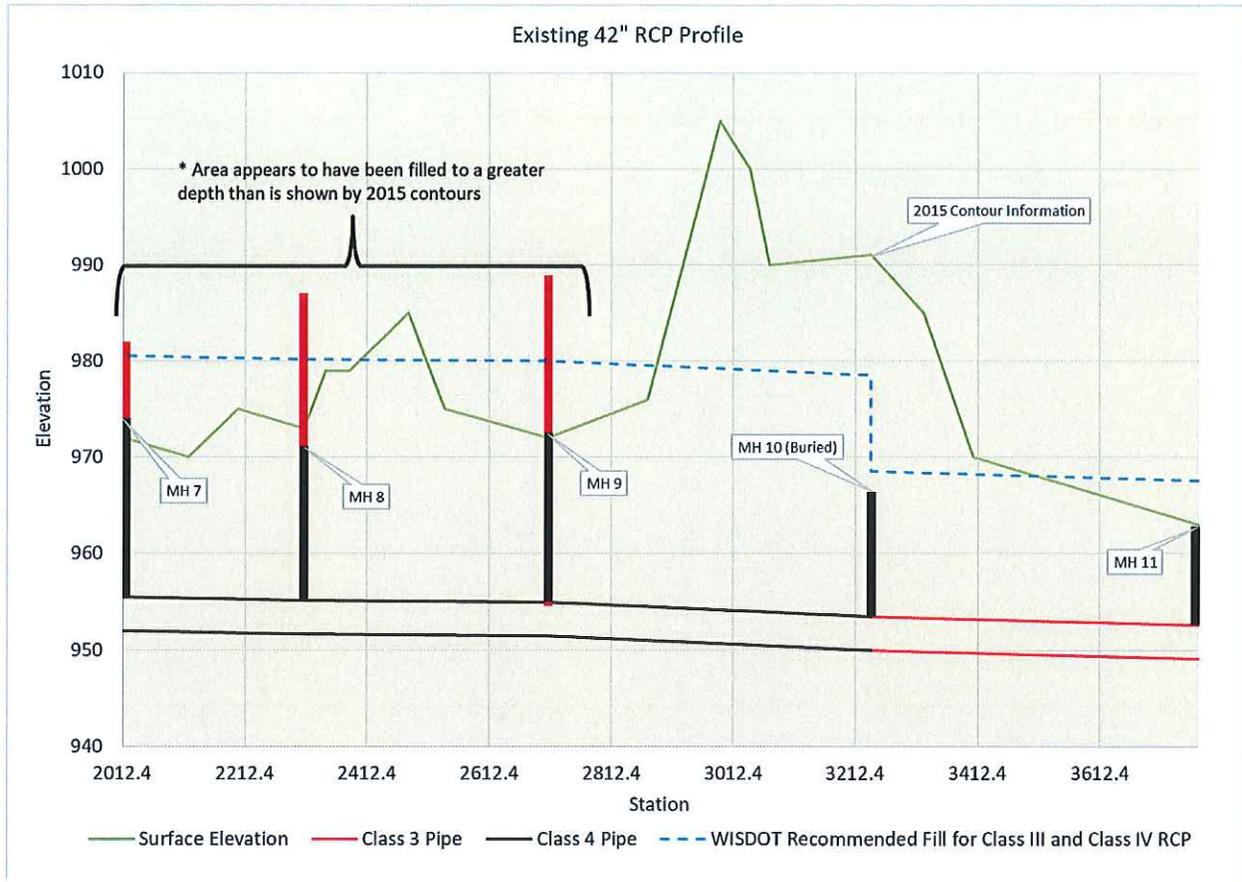


Figure 1. Approximate Existing Conditions Profile of 42" Interceptor Sewer

Following review of available information, we will develop potential alternatives for the interceptor that at a minimum will include the following:

- Lining of the existing interceptor and any additional improvements required to facilitate lining and future operations and maintenance of the interceptor
- Relocation or replacement of the existing interceptor
- Options to provide better access at manholes for operations and maintenance

The kick-off meeting will primarily serve to review, discuss and come to agreement on the City's goals for the interceptor evaluation and identify and rank critical success factors, which may include:

- Long term structural resiliency
- O&M accessibility and safety
- Minimizing risk of failure
- Maximizing development potential of privately owned parcels (to maximize potential municipal tax revenue)
- Minimizing upfront capital costs
- Minimizing long term O&M costs
- Minimizing total present worth cost

We anticipate coming to the scoped kick-off meeting with an initial analysis completed to help guide selection of feasible alternatives to be investigated as part of the evaluation, and will solicit input from City staff to refine a list of possible alternatives for analysis based on the above critical success factors.

SEH will review available options for lining the existing interceptor. **Conventional steam or water cured CIPP liners may not provide the required structural strength for fully deteriorated pipe** in these conditions and we will consider the option of using a UV cured liner that takes advantage of the glass reinforcement that results in a much higher modulus of flexure and tensile strength. Review of CCTV records provided by the City will be of utmost importance during this portion of the evaluation, as the condition of the existing piping will guide selection of the lining method.

Possible Benefits of Relocation

- Allow for shallower cover
- Enhance access for maintenance
- Allow for a corrosion resistant piping material
- Allow for increased development of parcels straddling the existing interceptor alignment

While lining the interceptor pipe may provide the lowest up front capital investment, there are additional considerations to lining that must be weighed against other alternatives.

SEH will review two feasible realignments of the existing interceptor, and if no reasonable alternatives are identified, we will develop an estimate of construction cost to replace the existing interceptor on the existing alignment as a comparison to other alternatives.

Somewhat independent of which alternative is recommended for implementation, increased access for operations and maintenance is required. We will review options including replacement of existing barrel sections (24-in. diameter RCP pipe for instance), or extension of buried manholes to the surface to provide better access during construction and future operations and maintenance. **The existing manhole depth will continue to make access difficult for cleaning and inspections due to existing depth, but a wider barrel section will improve the existing situation significantly.**

A business case evaluation (BCE) of the proposed alternatives will be conducted to further develop the advantages and disadvantages of each alternative and preliminary cost estimates will be created to further evaluate alternatives. **The BCE is a process to evaluate a perceived need and determine how best to address the need considering financial, environmental, and social impacts to support a business judgement decision on a proposed project.** Draft and Final Reports will be submitted with recommendations for proposed improvements.

SCOPE OF WORK

Meetings

SEH has included three meetings with the City in this scope of work. We will meet with the City to quickly kick-off the project, collect any additional background data and discuss the range of potential solutions to determine the optimal rehabilitation, relocation or replacement alternative for final design. SEH's project manager, Mike Court, and client service manager, Dan Schaefer will participate in-person for the kick-off meeting, and Bill Lueck, our senior wastewater conveyance engineer will participate via phone or GoToMeeting. We will next meet with the City when we prepare and deliver the draft report. We will summarize our report and discuss any comments, concerns or required additional analysis that the City may have. After we have finalized the report, we will have our final meeting to present the final report to the City's Utility Committee.

Data Collection and Review

SEH will visit the project site to better understand the issues with the existing interceptor alignment, take photographs and identify potential opportunities for interceptor relocation. We will discuss the City's

knowledge of and concerns for the interceptor at the kick-off meeting and review as-builts, CCTV and any other pertinent information that the City can provide. SEH will provide a list of requested available background files ahead of the kickoff meeting with the goal of discussing available information during the kickoff meeting. Items such as geotechnical reports, wetland delineations, existing easement documentation, field survey, etc. will be requested.

Alternative Development and Analysis

SEH intends to follow the six tasks identified in the RFP and listed below as part of the overall evaluation:

1. Does the increased fill over the interceptor sewer pose any structural issues to the existing sewer pipe?
2. Options to consider for the manholes to provide sufficient access for inspection and maintenance.
 - Options for the buried manhole - Raising the manhole, lining through the manhole, rebuild the manhole, or other options.
 - Options for the 3 manholes on the property currently being filled by the owner - raising the manholes correctly, rebuild the manholes, or other options.
3. Are there other repairs required before lining the interceptor sewer?
4. Should the City consider redesigning and rerouting this entire section of the interceptor sewer?
5. Preliminary cost estimates for all possible options.
6. A final recommendation for how to proceed with the repairs/maintenance for this section of the interceptor sewer.

SEH will further review existing loads from overburden on existing Class III and Class IV RCP, and develop alternatives and improvements associated with lining the existing interceptor, relocating or replacing the existing interceptor and increasing the efficiency of operating and maintaining either alternative by providing better access to buried manholes or replacing or relocating existing manholes. Capital cost estimates will be developed for each alternative and a business case evaluation will be conducted that identifies tangible advantages and disadvantages of each proposed alternative.

Draft Report

A draft report will be developed that summarizes data collection and review; and the alternative development and BCE analysis. The draft report will include recommendations for the City to address the existing issues associated with the City's main interceptor. SEH will present the draft report at a project meeting and incorporate review comments received by the City into the final report.

Final Report

The final report will be submitted to the City and a presentation will be made to the City's Utility Committee.

We understand that the 42-in. interceptor is a critical infrastructure asset to the City, conveying a majority of the wastewater generated within the City of Hartford to the WWTP. A failure of any one of the components discussed above (MH's, pipe segments, etc.) could have substantial and widespread impacts including, but not limited to:

- Increased Inflow & Infiltration leading to increased Operation & Maintenance for Wastewater Utility staff
- Sanitary Sewer Overflows
- Basement backups
- Sink holes
- Loss of property
- Safety issues

Attachment 1
City of Hartford
42" Main Interceptor Evaluation
Level of Effort & Project Cost Estimate

Task	Labor Hours						Total labor
	Project Manager	Client Service Manager	Senior Engineer	Staff Engineer	GIS Analyst	Administrative	
Project Management, QA/QC, Project Meetings							
1.0 Project Management and QA/QC	2		2			2	\$1,105
2.0 Meetings (3)	4	4	2	6			\$2,572
Evaluation & Summary Report							
3.0 Data Collection & Review			2	4			\$864
4.0 Alternative Development & Analysis			4	16	4		\$2,880
5.0 Draft Report			2	16	4	2	\$2,591
6.0 Final Report			2	2		2	\$672
Labor Hours Subtotal	6	4	14	44	8	6	\$10,885

Optional Services							
Labor Hours Subtotal	0	0	0	0	0	0	\$0

Labor Hours Total	6	4	14	44	8	6	\$10,885
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Project Reimbursable Expenses
 1. Travel and Reproductions \$195
Total Reimbursable Expenses \$195
Total Project Costs \$11,080

Attachment 2 – Example Projects

Hermantown Interceptor Rehabilitation

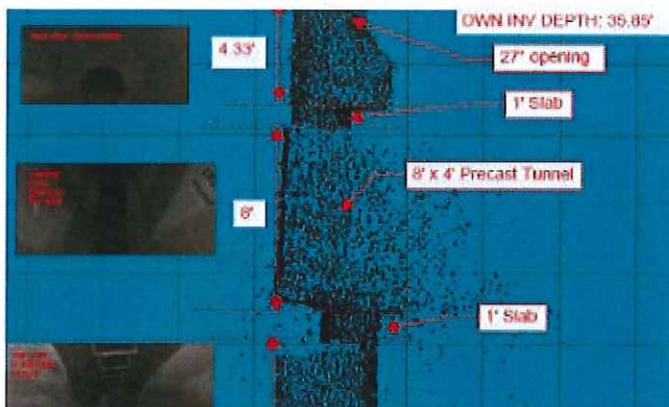
Western Lake Superior Sanitary District – Duluth, MN



SEH conducted a condition assessment of the Lakeside and Hermantown Interceptor's and recommended improvements. SEH then designed rehabilitation of 4,000 ft. of the Lakeside and Hermantown Interceptor's ranging in size from 15 to 36 in. in diameter. SEH bid the project to allow the contractor to use either conventional water cure or UV cure for CIPP liner installation. An additional 2,000 ft. of the Hermantown Interceptor is being designed for open-cut and trenchless replacement along a new alignment.

Interceptor Rehabilitation

Metropolitan Council Environmental Services – Maple Grove, MN



RESOLUTION NO. 3565

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$4,700,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A

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 projects listed in the 2020 and 2021 Capital Improvement Plan (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, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such 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 FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$4,700,000) 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, the general obligation promissory notes aggregating the principal amount of FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$4,700,000) (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 2020A"; shall be issued in the aggregate principal amount of \$4,700,000; shall be dated March 25, 2020; 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, 2020. 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, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2027 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, 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 shall be 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 2020 through 2028 for the payments due in the years 2020 through 2029 in the amounts set forth on the Schedule. The amount of tax levied in the year 2020 shall be the total amount of debt service due on the Notes in the years 2020 and 2021; 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 interest on the Notes in the year 2020.

(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 debt service on the Notes coming due in 2020 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 General Obligation Promissory Notes, Series 2020A, dated March 25, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into 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 (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. 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 or 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 purpose(s) 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. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. 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 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes 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 City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. 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 14. Record Date. The 15th day of the 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 15. 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, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. 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 17. 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 18. 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 19. 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 20. 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 March 10, 2020.

Timothy C. Michalak
Mayor

ATTEST:

Lori Hetzel
City Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)



EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)



EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)



[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 2020A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____ March 25, 2020 _____% _____

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, 2020 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 each 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 \$4,700,000, 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 projects listed in the 2020 and 2021 Capital Improvement Plan, as authorized by a resolution adopted on March 10, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on May 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2027 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 _____ are subject to mandatory redemption by lot as provided in the _____, 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 irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

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, Washington and Dodge Counties, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

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)

Executive Summary

Title: Discussion and Consideration of a request to have a private driveway dedicated as a Private Street for the Conservancy, located at 1329-1345 South Wilson Avenue.

Background: In 2019 the City completed approvals for the Conservancy, a two-family and 4-family condominium development located at 1329-1345 South Wilson Avenue. The development consists of three 4-family buildings and eight 2-family buildings with a private driveway on 2.28 acres of land.

The Developer, Greg James, has submitted a request to have the driveway dedicated as a Private Street rather than a driveway so that he can give the units Conservancy Court addresses rather than South Wilson Avenue addresses. The Developer claims that the South Wilson Avenue addresses create confusion and delivery issues, especially since the adjacent portion of South Wilson Avenue does not currently connect to segments of South Wilson Avenue to the north. Additional comments and arguments for the Private Street proposal from the Developer are attached.

Section 7.24 of the Hartford Municipal Code lists a set of criteria that must be met in order to create a private street. Relevant Code sections are below, with more critical sections bolded.

The City has not allowed for the dedication of a private street in more than 20 years (the last two were Hartford Square and Serenity in the late 1990's). However, in the last 20 years numerous condominium and apartment developments have been created with private driveways. These include Willow Glen and Foxhaven condominiums, Gateway Estates apartments, Bridlewood condominiums, as well as Wilson Heights, Oriole Pond and Birch Crossing apartments.

Private driveways tend to be narrower, lack curb and gutter, lack sidewalks, and are not signed as streets. Because of this, they are less expensive to build than Private Streets, which in turn are less expensive to build than Public Streets.

7.24 PRIVATE STREETS.

1) Scope. This Section is to provide for private streets, to be owned by an association of owners of the adjoining properties. A "Private" street may be created in a new subdivision or condominium plat, hereinafter collectively referred to as "Development", in accordance with the terms of this Section. The Common Council shall have discretion to accept or reject an application to create a private street.

2) Procedure. Application to create a private street in a new development shall be made by including:

(a) All necessary information to show compliance with the terms of this Section in the papers filed with the application for approval of the plat of development.

(b) Proposed articles of incorporation and proposed bylaws for a non-for-profit corporation to be formed, for all the owners of property adjoining the private street, to maintain the street and to carry out the responsibilities of the association under this Section. The Plan Commission will consider the proposal in conjunction with the planned unit development conditional use, and shall make a recommendation to the Common Council. The Common Council may accept or reject the proposal. If the Common Council accepts the proposal the not-for-profit corporation shall be formed, the owners of all of the property shall sign all documents

necessary to create a covenant running with the land agreeing to abide by all of the requirements of the association, including the requirement to pay dues to the association sufficient to provide for present maintenance and future repairs and reconstruction of the private streets.

3) Guidelines. In determining whether to approve the private street under the terms of this Section the Common Council will consider the following guidelines:

- (a) The street must be a residential street.
- (b) The residents in the neighborhood desire to maintain the residential quality of the neighborhood.
- (c) The density of development abutting the street must not result in an Average Daily Traffic (ADT) of more than 800.**
- (d) The private street will not create an undue burden on traffic.** The Street Hierarchy of the City of Hartford shall not permit private streets, other than residential access streets and residential subcollector streets, as defined by Chapter 13 of the Municipal Code.
- (e) The private street is not detrimental to the provision of emergency services to the adjoining residents or to existing or future residents in proximity to the development.**
- (f) It is in the best interest of the City, considering planning for the entire City, to create a private street.**
- (g) The private street does not conflict with mapped streets pursuant to the City of Hartford Official Map.

4) Requirements for a Private Street. Any private street created under the terms of the Section shall comply with the following requirements:

- (a) Residential access streets and residential subcollector streets shall be constructed to the standard specifications of the City of Hartford except that the cartway width of a private street may be reduced to 24 feet wide for a two-way street or 22 feet wide for a one-way street.**
- (b) Where parking is permitted on one side of a private street side, a 6-foot-wide parking lane shall be constructed in addition to the cartway width requirements above.
- (c) The Common Council may, upon 2/3 vote, waive the requirement for the installation of curb and gutter adjacent to a private street, provided that alternate drainage methods are provided.**
- (d) The Common Council may, upon 2/3rd vote waive the requirement for the installation of sidewalk adjacent to a private street, provided that alternate pedestrian accommodations are provided.**

5) Responsibility of Not-For-Profit Corporation. The nonprofit corporation formed for the owners of adjoining property shall have the responsibility of maintaining the street and any sidewalks or other public ways along the private street. The nonprofit corporation shall require all the property owners of adjoining properties to pay regular dues to cover all costs of maintaining the street. An annual budget shall be prepared by the nonprofit corporation to assist in arriving at dues.

Analysis: The Developer can meet the procedural requirements of creating a private street by assigning maintenance responsibilities to the condominium association. The proposed street would be for residential purposes and the City of Hartford Official Map does not show this area as having a publicly dedicated street. No parking would be allowed on the private street, so a 6-foot wide parking lane would not be required. Given that the City has already approved the private driveway location and dimensions, the proposed private street would not be detrimental to the provision of emergency services or create an undue burden on traffic in terms of the width of the road. The development is projected to create approximately 175 average daily vehicle trips, well below the 800 allowed by Code for a private street.

No curb and gutter are planned, but alternate drainage methods are provided. As a result, this criterion can be met with a 2/3 “Yes” vote of the Council. The proposed private street **does not** meet the required cartway width of 24 feet (22 feet is proposed). A 22-foot wide cartway is allowed in the case of a one-way street, but this is intended to be for two-way traffic. In addition, no sidewalk is planned for the proposed private street. This requirement can be waived with a 2/3 “Yes” vote of the Council if alternate pedestrian accommodations are provided. No alternate pedestrian accommodations are provided.

Finally, the Council needs to determine that it is in the best interest of the City to create a private street. Staff strongly believes that it is **NOT in the best interests of the City** to allow this private driveway to be dedicated as a private street. If approved, this action would set a precedent that would likely result in numerous other existing developments petitioning to have their private driveways reclassified as private streets, resulting in dozens of new streets and potential confusion for emergency services. Similarly, most new multi-family developments would request private streets instead of driveways.

In addition, this is a case of trying to have the best of both worlds; having the reduced cost of a driveway but the benefits of a street. Finally, the City has a long history of requiring that streets be public and available to the public. Private streets blur the line between something that is intended for a public purpose and something that is intended for a private purpose. The City has only approved two private streets and none in the last twenty years because we don’t like them. They create confusion for the City in terms of plowing and maintenance, and extra work for the City in terms of policing who can and cannot be on the private streets. Multiple developments have requested private streets during this time, but the other developers did not pursue the matter when it became clear that Staff would not support it.

Recommendation: Given that the proposal does not meet all of the criteria in Section 7.24 of the Hartford Municipal Code for the creation of a Private Street, Staff recommends denial of the request to have a private driveway dedicated as a Private Street for the Conservancy, located at 1329-1345 South Wilson Avenue.

Prepared By: J. Justin Drew 3/4/20
Justin Drew, Date
City Planner

Reviewed By: Jason Schall 3-4-2020
Jason Schall Date
City Engineer

Approved By: Steven Volkert 3-4-2020
Steven Volkert, Date
City Administrator

ROUTING: PLAN COMMISSION 03/09/20
COMMON COUNCIL 03/10/20

January 23, 2020

Mr. Greg James
CONDO DEVELOPMENT, INC
318 N Lake Road, #101
Oconomowoc, WI 53066

RE: Hartford Conservancy Condos

Dear Mr. James:

You requested the addresses for the condos in The Conservancy development to be on Conservancy Court. Conservancy Court was approved at a private driveway. The City of Hartford does not assign addresses along private driveways. The City of Hartford has assigned addresses along private streets in the past, but not private drives. Section 7.22 of the Hartford municipal code requires a “uniform system of numbering for all houses and buildings fronting on all streets, alleys, and highways in the City”. Therefore the addresses for The Conservancy Condos have been assigned along S. Wilson Avenue.

To change the addresses to Conservancy Court, you will need to change the designation of Conservancy Court to a private street. The City of Hartford does have requirements for designating private streets. This requires Plan Commission and Common Council review and approval. There are also minimum design standards required for private street construction. I have enclosed Section 7.24 of the Hartford Municipal Code which contains the requirements for a private street. It should be noted the current design of Conservancy Court does not meet the minimum standards of a private street required in the municipal code. If you proceed with the request to change its designation to a private street, you may be required to alter the design of the private drive or to seek a variance from the Common Council.

If you choose to move forward with this request, please contact Justin Drew in the City’s Planning Department to start the process.

If you have any questions or concerns regarding this issue, please contact my office at **(262) 673-8263**.

Sincerely,

CITY OF HARTFORD

Jason W. Schall
City Engineer

Cc Justin Drew, City Planner

Enclosures

Condo Development, Inc.

Brian, Brad, Greg James
318 North Lake Road #101
Oconomowoc, WI 53066

City of Hartford
Planning Commission &
Common Council
Hartford Conservancy Condos

Office: (262) 569-1516

Fax: (262) 569-8066

We are seeking a variance so that our 22' (vs 24') wide pavement would be a two way (vs one way) traffic private street (vs private driveway) and no adjacent sidewalk and no curb and gutter per enclosed site plan.

Condo Plat has not been recorded pending determination of Conservancy Court as a residential private street vs a private driveway.

Parking is not permitted on either side of our street. Residents by condo rules park in their garage. Visitors by rule park in driveways or in one of two 5 space parking lots. No Parking signs on our street.

Enclosed are our parking rules signed by the first 11 and all future condo buyers at the time they sign offer to purchase. They signed on one side of a two printed side page.

Part of the condo document book each condo buyer signs a receipt for, states "Section 8.7 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than one motor vehicle for each vehicle space in their unit's garage (excluding motor-cycles) on the condominium, and vehicles shall be parked only in garage."

Condo buyers also sign at time of occupancy, the enclosed disclosure of parts of the City Developers Agreement that applies to the Condo Association owners, including "The condo street is private and maintained and plowed by Condo Association. No sidewalk next to private condo street."

We would also add to that Disclosure, "City approval prohibits any parking on Conservancy Court to be enforced by Condo Assoc per signs posted."

Per condo document book, violations of condo provisions will result in penalties assessed and collectable by a lien against the condo unit title.

We enclose the Wisconsin Department of Financial Institutions Articles of Incorporation for Hartford Conservancy Condominium Owners Association, Inc as a non-for-profit non-stock which has the authority to collect dues from all condo owners to maintain common areas including the street.

Our stormwater gutters are approved and installed in the middle of our concave to be paved street. Our street only serves our condos and is not a main traffic street so no sidewalk. We are installing a sidewalk on Wilson Ave which is and will be a main traffic street.

We are attempting to apply as a private street on behalf of our senior residents. If their address numbers can't be for Conservancy Court as a street on the City map, visitors and delivery people are not going to find the condos. We have been using Wilson Ave for the addresses and construction material trucks are not finding us since Wilson does not come out to Hwy 83 and some are coming onto deadend Wilson from Monroe. If the condo owners live on Conservancy Court then we would like their addresses to be Conservancy Court.

We have talked to the Postmaster and they have no problem delivering on Conservancy Court. Based on the above provisions, we appreciate your consideration of our request for a variance for our private street.

APPEAL REQUEST CITY OF HARTFORD
APPLICATION FOR APPEAL - VARIANCE
Planning Commission 3-9-20, Common Council 3-10-20

FOR OFFICE USE ONLY

Account #: 100.604.444100.44410 (#76)

Public Hearing Fee: \$300.00
PLEASE NOTE: Fee does not cover publication costs, which are billed back to the applicant.

Total Fee Received: _____ Date Filed: _____

(Please Print in Black Ink or Type)

Address of Subject Property: 1345 S. Wilson Ave Hartford. 2-6-20

Tax Key Number: 36-2803003025 Zoning District: Rd2 & Rm3

Existing Use: Utilities installed & 6 bldgs under construction

Applicant Name: Condo Development Inc

Address: 318 N. Lake Rd. #101

City, State, Zip: Oconomowoc, WI 53066

Phone: 262-569-1516 Fax: 262-569-8066 Email: Hartfordsquare2@gmail.com

Owner Name: Condo Development Inc

Address: 318 N. Lake Rd. #101

City, State, Zip: Oconomowoc, WI 53066

Phone: 262-569-1516 Fax: 262-569-8066 Email: Hartfordsquare2@gmail.com

See attached letter and exhibits

Attorney Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

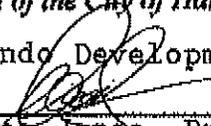
To the Board of Appeal: I hereby (choose one):
 Variance from Planning Commission and Common Council
 Appeal from the decision of the Plan Commission
 Appeal from the decision of the Zoning Inspector
 Appeal from the decision of the Zoning Administrator/Engineering Staff

Please attach the following documentation:
 1. Copy of the decision or order rendered.
 2. Statement of the principal points on which appeal is based. Please include why you feel there has been an error in any requirement, permit decision or refusal made by an administrative official, or an error in fact, procedure or finding made by the Plan Commission.
 3. Reason why the applicant is an aggrieved person.
 4. Any additional documentation which may help the Board in their decision.

The applicant is strongly encouraged to discuss the appeal with the Planning and Zoning Administrator prior to filing of the application. Additional information from the applicant may be required by the City Plan Commission, Zoning Board of Appeals, City Engineer, or Director of Planning and Zoning.

Prior to the public hearing, the City is required by law to post notice of the request in a local newspaper, and to notify all owners of property within 200 feet of the subject property of the date, time and location of the Public Hearing at which the request will be heard.

I hereby depose that this application, all submitted documentation and statements contained in the papers submitted herewith are true and correct. I further accept all liability, which may be a result of the City of Hartford relying on the information I am providing in this application.

Condo Development Inc
 Signature of Applicant:  Date: 2-6-20
 Greg James, President

FOR
INFORMATIONAL
PURPOSES
ONLY

ELECTRIC & WATER MONTHLY DEPARTMENT REPORT

February, 2020

REGULAR MONTHLY ACTIVITIES

1. Street Lights
2. Tree Trimming
3. Hydrant Maintenance
4. Water Samples
5. Well Maintenance

SPECIAL MONTHLY ACTIVITIES

1. Rebuild Electric – High St.
2. Rebuild Electric – Sunset Dr.
3. Cross Connection Inspections
4. Lead & Copper Sample Sites

UPCOMING ACTIVITIES

1. Rebuild Electric – Grant St.
2. Rebuild Electric – Harrison St.
3. Large Water Meter Change-Out Testing
4. Paint – Well 10

TRAINING SESSIONS

1. Electric Safety Manual Review
2. Tri-County Waterworks Association Meeting

OVERTIME

<u>PURPOSE FOR OVERTIME</u>	<u>HOURS</u>
Maintenance of Lines	2.0
Education	0.4
Maintenance of Pumping Plant	4.3
Maintenance of Water Service	4.5
Maintenance of Water Meter	0.8
Water Main Break – 540 Wheelock Ave.	32.4
Well Run – Weekends	<u>18.0</u>
TOTAL	62.4