

A G E N D A
CITY OF HARTFORD COMMON COUNCIL
CITY HALL COUNCIL CHAMBERS
TUESDAY, JUNE 9, 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 second floor, City Office Meeting Board basement, and the Library Bulletin Board. In addition, the Daily News (the official City newspaper) was given notice and agenda of this meeting at least 24 hours ago.

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) UNANIMOUS CONSENT AGENDA

A) The Common Council minutes of May 26, 2020

5) COMMUNICATIONS

A) Discussion and consideration of moving the August 11th Common Council meeting to August 4, 2020.

6) APPEARANCES/CITIZENS COMMENTS

7) MAYOR'S REPORT

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 license: **(new bartender, renewal bartender, cigarette, and weights and measures)** for the period July 1, 2020 through June 30, 2021 per the attached list. (Executive Summary attached)

B) PUBLIC WORKS

C) UTILITY

10) RESOLUTIONS AND POSSIBLE ACTION THERON

11) ORDINANCES

A) FIRST READING AND POSSIBLE ACTION THERON

1) Ordinance No. 1420 – An ordinance amending Chapter 340, Schedule E – No Parking Zones. (Executive Summary attached)

B) SECOND READING AND POSSIBLE ACTION THERON

12) CITY ADMINISTRATOR'S REPORT

- 1) Discussion and consideration of authorizing appropriate City officials to enter into the revised State/Municipal Agreement for a State-Let Local Bridge Project with the Wisconsin Department of Transportation and the City of Hartford to replace the North Wacker Drive Bridge over the Rubicon River, WisDot Project ID 2706-00-01-71. (executive Summary attached)

13) 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
May 26, 2020**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, May 26, 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 except Alderperson Sikora, who was absent.

UNANIMOUS CONSENT AGENDA

MOTION by Alderperson Hegy, and seconded by Alderperson Carroll approving the Common Council minutes of May 12, 2020. MOTION CARRIED UNANIMOUSLY.

COMMUNICATIONS

There was no communications.

MAYOR'S REPORT

The Mayor noted that he had the COVID-19 antibody test. He also received information on costs related to testing for City employees. At this time there are no funds budgeted to move forward with testing. The Mayor is asking reimbursement for his test.

MOTION by Alderperson Turchi, and seconded by Alderperson Kohler that Mayor Michalak be reimbursed the cost for the COVID-19 antibody test. MOTION CARRIED. (Alderpersons Hegy and Fulop vote nay)

ALDERMANIC REQUESTS

Alderpersons Kohler and Fulop both noted that it is nice to see some of the businesses back open.

APPEARANCES/CITIZENS COMMENTS

There were no appearances / citizens comments.

STANDING COMMITTEES

Finance & Personnel Committee

MOTION by Alderperson Kohler, and seconded by Alderperson Turchi approving the renewal fermented malt beverages and intoxicating liquor licenses for the period July 1, 2020 through June 30, 2021, along with a reduction of fees for Class B and C licenses. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Kohler, and seconded by Alderperson Turchi renewing a note with Sycamore Tree and preparing a revised note to be executed with Sycamore Tree. MOTION CARRIED UNANIMOUSLY.

RESOLUTIONS

Resolution No. 3571

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

MOTION by Alderperson Turchi, and seconded by Alderperson Mixon for the adoption of proposed Resolution 3571. MOTION CARRIED UNANIMOUSLY.

Resolution No. 3572

A RESOLUTION CREATING THE CITY OF HARTFORD
SEWER LATERAL ASSISTANCE POLICY

The Common Council approved the sanitary sewer extensions into the Town of Hartford in January 2020. The Sewer Lateral Assistance Policy would help an eligible property owner applicant by reimbursing sewer lateral assistance costs within the road right-of-way up to \$6,000 for properties on the far side of the road and up to \$1,000 for properties on the near side of the road. Annual cost of the program will vary depending on the number of property owners choosing to connect to the sewer. The costs would be covered with the current annual lateral program funding of \$35,000. Staff responded to questions relating to the proposed policy.

MOTION by Alderperson Hegy, and seconded by Alderperson Carroll for the adoption of proposed Resolution 3572. ROLL CALL: "Ayes" 5 (Alderpersons Fulop, Carroll, Rusniak, Mixon, Hegy) "Nays" 3 (Alderpersons Turchi, Kohler, Garza). MOTION CARRIED.

CITY ADMINISTRATOR'S REPORT

Parks & Recreation Director Hermann reviewed options for opening the Veterans Memorial Aquatics Center for the 2020 season in response to the COVID-19 pandemic. It is

COMMON COUNCIL (5/26/2020)

projected that it will certainly lose more revenues than what was budgeted. Staff has been monitoring the COVID-19 situation as it concerns operating plans for swimming facilities and guidelines presented for opening. Staff used the Washington-Ozaukee Health Department guideline concerning aquatic center reopening at 25% maximum facility approved capacity for patron load. This would be 330 patrons between the main pool and the lazy river pool. If the aquatics center opens, it would operate June 13 through August 30 for a total of 11 weeks. Many of the center's features will be closed in light of the pandemic to keep patrons safe. The aquatic center proposed operation plan for the 11 weeks would require an estimated increased subsidy above the approved tax levy support in the amount of \$89,284. The additional subsidy to the aquatics center facility in 2020 is recommended to be approved as funding allocated from the City's Fund Balance Account. An alternate 9 week season subsidy would be \$79,456. Staff responded to questions relating to opening the aquatics center. Mayor Michalak and Alderpersons Rusniak, Mixon, Kohler, Hegy, and Garza, all spoke in support of opening the aquatic center and funding the lost revenues from the City's Fund Balance Account. Alderperson Carroll noted that he will be abstaining from voting as he has family members working at the aquatics center.

MOTION by Alderperson Mixon, and seconded by Alderperson Garza approving the opening of the Veterans Memorial Aquatics Center. MOTION CARRIED. (Alderperson Carroll abstained)

The Link Building, 37 N Main Street, requires repairs to the brick façade of the north wall of the building and the adjacent walkway. One bid was received, which is significantly higher than the estimated cost for these repairs. It appears the lack of interest in bidding was the inclusion of the roof replacement in this bid. The City has 33% ownership and responsibility for repairs of the Link Building. Four other owners of the building are all members of the Timberlodge Condominium Association. Staff is recommending rejection of the bids due to the high numbers and the lack of competitive bids. The Timberlodge Association will need to determine how to proceed with the repairs.

MOTION by Alderperson Mixon, and seconded by Alderperson Carroll authorizing appropriate City officials to reject all bids for the City of Hartford Link Building repairs and meet with members of the Timberlodge Association to determine how to proceed with the repairs. MOTION CARRIED UNANIMOUSLY.

The North Wacker Drive Bridge is scheduled to be replaced in 2020 in conjunction with WisDOT. City Engineer Schall provided information on additional financing for the bridge project as bids came in over budget. WisDOT is in the process of requesting additional federal/state funding for the project. If additional funding is granted, the best estimate is the City would still end up over budget by approximately \$30,000. Several options if no additional funding is granted were mentioned by Mr. Schall. Mayor Michalak mentioned that he would like to see the project completed in 2020 rather than delayed. Additional information will be brought forward as appropriate.

COMMON COUNCIL (5/26/2020)

City Administrator Volkert provided information on the 2020 first quarter general fund as compared to the four prior years for general fund revenues and expenditures. It is anticipated that the second quarter should be much more telling of how severe the COVID-19 virus impacted the City.

City Administrator Volkert recognized Public Works Director Kranz for his 30 years of service to the City of Hartford.

ADJOURNMENT

MOTION by Alderperson Mixon, and seconded by Alderperson Turchi for adjournment at 8:25 p.m. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,
Lori Hetzel, City Clerk

LH:pb
CCMAY26.20
Compiled by Pat Borlen, Deputy Clerk

LICENSES FOR THE PERIOD 7/1/2020 – 6/30/2021

Bartender (Renewal)

NAME

Allen Koller, Ronal
Ames, Jeffrey
Bartel, Heather
Beck, Brittany
Berghammer, Luanne
Blazek, Jodi
Buchholz, Garrett
Buchanan, Denise
Buchmann, Ashley
Buttynck, Dana
Cobus, Taylor
Courtney, Calum
Czarnecki, Brittany
Demler, Jacob
Ellingson, Kevin
Fehring, Kara
Fielden, Alexander
Fielden, Nicole
Fischer, Michelle
Fitzgerald, John
Frank, Jacqueline
Garsombke, Justine
Greiling, Amy
Guenther, Jennifer
Hagen, Jeanne
Hall, Hope
Hameister, Sharon
Handel, Janean
Helmer, Jessica
Helmer, Judith
Hill, Austin
Hultine, Alexandria
Icenbice, Roberta
Jiang, Tong
Johannes, Tristan
Kern, Peter
Kienbaum, Marie

Bartender (Renewal)

NAME

Kirley, John
Kirley, Ross
Kleiman, Dana
Kluck, Mary
Klumpers, Greg
Krieger, Lori
Kruepke, Peggy
Kuechler, Caitlin
Lawrenz, Aimee
Lawrenz, Miranda
Lehto, Cheryl
Lenz, Elizabeth
Lepien, Adrianna
Lindberg, Deena
Lockwood, Ashley
Lopez-Diaz, Laura
Maris, Karen
Marthaler, Brian
Masters, William
Mattice, Gloria
McCanna, David
McKerrow, Darlene
Messier, Arielle
Messig, Paul
Meyer, George
Minue-Steege, Mary
Morey, Kelly
Morris, Barbara
Nehls, Jennafer
Nelson, Tina
O'Brien, Morgan
Papia, Angelique
Peacock, Logan
Pohle, Peggy
Price, Michelle
Prill, Jennifer

Bartender (Renewal)

NAME

Qin, Shanmei
Reason, Matthre
Reed, Sandra
Rettler, Gregory
Roeseler, Debra
Schmitt, Steven
Schneider, Faye Ann
Schultz, Kenneth
Schwanke, Patti
Schwanke, Sharon
Shortt, Steven
Smithyman, Chad
Sterr, Lori
Strayer, Sara
Stupnik, Kylene
Sturtzen, Katrina
Sutter, Daniel
Tillman, Diamond
Vavrik, Tyler
Warmka, Gerald
Weber, Nicole
Winter-DeLeon, Katryna
Wright, Valerie
Yadro, Jenna
Young, Mary

Bartender (New)

NAME

Aasen, Cheyenne
Berges, Tonya
Vanselow, Ashlee

Cigarette (Renewal)

NAME

B & S Liquor
Bank Shot Sports Bar
Canna Bloom Farmacy LLC
Downtown Beverage
Fox Brothers Piggly Wiggly
Harder's Hartford Shell
Hartford Wine & Spirits
Hilldale Liquor
Kwik Trip 655
Petro Quick Mart
Rapid Mart of Hartford
Stop-N-Go #276
United Cooperative
Walgreens #06960
Walmart #5463
West Side Mart

Weights & Measures (Renewal)

NAME

Denco Laundry
Fox Brothers Piggly Wiggly
Hanke Terminals, Inc.
Harder's Hartford Shell
Hilldale Liquor
Kwik Trip 655
Lone Oak Laundry
M J's Market
Pack & Ship & More
Petro Quick Mart
United Cooperative
Walgreens #06960
Walmart #5463
West Side Mart

All bartender and cigarette license applications have been reviewed and approved by Chief MacFarlan

EXECUTIVE SUMMARY

TITLE: An Ordinance Amending Chapter 340, Schedule E—No Parking Zones of the Hartford Municipal Code.

BACKGROUND: Hartford Union High School officials contacted the City to discuss on-street parking in the vicinity of the High School property. The High School is in the process of evaluating and redesigning traffic flow on the property. As part of that discussion, they are also looking at traffic flow on the streets adjacent to the High School. After a review of the area around the High School, staff proposed some additional “No Parking” areas to the Public Works Committee at its March meeting.

The additional areas of “No Parking” included the following:

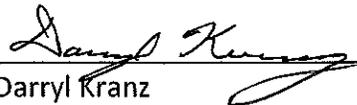
- On the south side of W. Monroe Avenue from 250’ west of Cedar Street to a point 550’ further west. (from 7:30 a.m. to 4:30 p.m. on school days)
- On the north side of W. Monroe Avenue from Cedar Street to Summit Avenue. (from 7:30 a.m. to 4:30 p.m. on school days)
- On the east side of Cedar Street from 370’ south of W. Monroe Avenue to a point 580’ further south. (from 7:30 a.m. to 4:30 p.m. on school days)
- On the east side of Cedar Street from 55’ north of W. Monroe Avenue to a point 300’ further north.
- On the west side of Summit Street from W. Monroe Avenue to Harrison Street. (from 7:30 a.m. to 4:30 p.m. on school days)

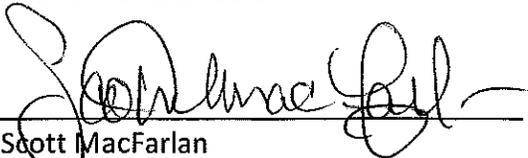
The ordinance is attached amending Chapter 340, Schedule E – No Parking Zones. These changes will require additional “No Parking” signage to be installed along the streets.

FISCAL IMPACT: The approximate cost of the new signage is \$1,000.00.

RECOMMENDATION: Staff recommends the ordinance amending Chapter 340, Schedule E – No Parking Zones of the Hartford Municipal Code.

PREPARED BY:  5-20-2020
Jason W. Schall
City Engineer
DATE

REVIEWED BY:  5-20-2020
Darryl Kranz
Public Works Director
DATE

REVIEWED BY:  6-3-2020
Scott MacFarlan
Police Chief
DATE

REVIEWED BY: 
Ian Prust
City Attorney

5-20-2020
DATE

APPROVED BY: 
Steve Volkert
City Administrator

5-20-20
DATE

ROUTING: Public Works - May 26, 2020
Common Council - June 9, 2020

ORDINANCE NO. 1420

AN ORDINANCE AMENDING CHAPTER 340, SCHEDULE E – NO PARKING ZONES

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

SECTION 1: Section 340, Schedule E, of the *Hartford Municipal Code* is amended designating No Parking Zones :

- W. Monroe Avenue, south side, from Cedar Street to a point ~~250~~ 800 feet west (from 7:30 a.m. to 4:30 p.m. on school days).
- W. Monroe Avenue, north side, from Cedar Street to ~~50 feet west of Cedar Street~~ Summit Avenue (from 7:30 a.m. to 4:30 p.m. on school days).
- Cedar Street, east side, from W. Monroe Avenue to a point ~~370'~~ 950 feet south of W. Monroe Avenue (from 7:30 a.m. to 4:30 p.m. on school days).
- Cedar Street, east side, from the north line of W. Monroe Avenue to a point ~~55~~ 355 feet north ~~of the north line of W. Monroe Avenue.~~
- Summit Street, west side, from W. Monroe Avenue to Harrison Street. (from 7:30 a.m. to 4:30 p.m. on school days).

SECTION 2: This Ordinance shall be in full force and effect from and after passage and publication of this Ordinance as provided by law.

Signed:

Timothy C. Michalak, Mayor

INTRODUCED: June 9, 2020

ADOPTED:

ATTEST:

Lori Hetzel, City Clerk

EXECUTIVE SUMMARY

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

BACKGROUND: The original State/Municipal Agreement for the N. Wacker Drive bridge replacement was approved in March, 2016. The project includes the replacement of the existing bridge structure on the current alignment, repairing the approaches to the bridge (including the N. Wacker Drive & W. Wisconsin Street intersection), new street lighting on the bridge, beam guard, and bicycle/pedestrian accommodations. The original agreement was for an estimated total cost of \$694,287.00 with an 80/20 split between State/Federal funds and local funds.

The State/Municipal Agreement was revised for the first time in February, 2019. As the design moved forward, the engineer had determined at that time the initial estimated cost was low. As a result, the City submitted a change management request to increase the funding and modify the initial agreement. The Agreement was revised with a new estimated cost of \$1,104,725.00 with an 80/20 split between State/Federal funds and local funds. The agreement at that time had a federal funding cap of \$879,780.00.

After the design was complete, the engineer again adjusted the estimated cost based on bids received for similar work at that time. Due to the federal funding cap of the first revision to the State/Municipal Agreement, the City's CIP budget for the bridge was increased to \$436,000.00. This increase was meant to cover 100% of the cost above the federal funding cap for the project.

Bids were then received for the project and the low bid was approximately \$150,000.00 higher than the last estimate for the project. As a result, the Wisconsin DOT submitted a change management request for the additional costs. The change management request was approved by the Wisconsin DOT to cover the total cost of the low bidder and all oversight costs with 80/20 split between State/Federal funds and local funds. A second revision to the State/Municipal Agreement now needs to be approved by the City and DOT reflecting the new funding provided for the project. A copy of the revised agreement is attached. The 2nd Revision has a total cost of \$1,445,064.00 with a federal funding cap of \$1,149,955.00. Municipal funds required under the 2nd Revision are estimated at \$295,109.00. This is now below the CIP budget of \$436,000.00.

FISCAL IMPACT: An estimated **\$295,109.00** for the City of Hartford's 20% share of the \$1,445,064.00 estimated cost for this project. This will be covered by the CIP budget of \$436,000.00 under N. Wacker Drive Bridge Replacement Account No. 424.424.574784.59301.

RECOMMENDATION: Appropriate City officials are authorized to enter into the revised State/Municipal Agreement for a State-Let Local Bridge Project with the Wisconsin

Department of Transportation, Project Design I.D. 2706-00-01-71, for the replacement of the N. Wacker Drive Bridge over the Rubicon River in the City of Hartford.

PREPARED BY:  6-4-2020
Jason W. Schall
City Engineer
Date

REVIEWED BY:  6-4-2020
Darryl Kranz
Director of Public Works
Date

REVIEWED BY:  6-4-2020
Dawn Timm
Finance Director/Treasurer
Date

APPROVED BY:  6-4-2020
Steve Volkert
City Administrator
Date

ROUTING: Common Council - June 9, 2020



**Revision #2
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT**

This agreement supersedes the agreement signed by the Municipality on March 24, 2016 & March 5, 2019 and signed by the State on April 12, 2016 & March 11, 2019.

Program Name: Local Bridge

Sub-program #: 205

Revised Date: June 2, 2020

Date: March 3, 2016, February 21, 2019

I.D.: 2706-00-01/71

Road Name: N Wacker Drive

Bridge ID: P-66-0709

Location: City of Hartford

Limits: Bridge over Rubicon River

County: Washington

Project Length: 275 feet

Facility Owner: City of Hartford

Project Sponsor: City of Hartford

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

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

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

Project design and construction costs are funded with 80% federal/state funding up to a maximum of \$1,149,955 when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$1,149,955 federal/state funding maximum according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

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

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 2706-00-01					
Design	\$106,538	\$85,230	80%	\$21,308	20% + BAL
WisDOT Review	\$21,562	\$17,250	80%	\$4,312	20% + BAL
ID 2706-00-71					
Participating Construction	\$1,296,964	\$1,035,475	80%	\$261,489	20% + BAL
Non-Participating Construction	\$5,000	\$0	0%	\$5,000	100%
WisDOT Review	\$15,000	\$12,000	80%	\$3,000	20% + BAL
Total Est. Cost Distribution	\$1,445,064	\$1,149,955		\$295,109	

In accordance with Local Bridge program guidelines, this project has a federal/state funding cap of \$1,149,955. This federal/state funding cap applies to all federal/state funded project phases.

This request is subject to the terms and conditions that follow (pages 2 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

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

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title SE Region Planning Chief	Date
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GENERAL TERMS AND CONDITIONS:

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

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

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

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

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

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

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

17. It is further agreed by the Municipality that:

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

LEGAL RELATIONSHIPS:

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

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

PROJECT FUNDING CONDITIONS

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

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

25. The Municipality agrees to the following 2015-2020 Local Bridge Program project funding conditions:
 - a. ID 2706-00-01: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 2706-00-71: Construction:
 - i. Costs for Describe participating construction items: are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).
 - ii. Non-participating costs for items determined in design are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).
 - c. **Project Cap:** In accordance with Local Bridge program guidelines, this project has a federal/state funding cap of **\$1,149,955**. This federal/state funding cap applies to all federal/state funded project phases.

[End of Document]

MISCELLANEOUS

COMMITTEE

REPORTS

PUBLIC WORKS COMMITTEE
May 26, 2020

PRESENT: Chairperson Mixon, Members Hegy, Carroll, Garza
ALSO PRESENT: City Administrator Volkert, City Engineer Schall

Call to Order – Chairperson Mixon called the meeting to order at 6:30 p.m. in the Common Council Chambers of Hartford City Hall, 109 North Main Street.

Roll Call – All members of the Committee were present.

Public Comment Period – None.

2020 Construction Project Update – City Engineer Schall provided information on the 2020 construction projects, and responded to questions.

Schedule E-No Parking Zones – Hartford Union High School officials contacted the City to discuss on-street parking in the vicinity of the high street property. The high school is in the process of evaluating and redesigning traffic flow on the property. As part of that discussion, they are also looking at traffic flow on the streets adjacent to the high school. After a review of the area around the high school, staff proposed some additional no parking areas to the Public Works Committee at its March meeting. They include portions of West Monroe Avenue, Cedar Street, and Summit Street. A representative of the high school provided information on the new traffic flows the high school is implementing which should encourage students to use the existing school parking lots rather than residential streets.

MOTION by Alderperson Carroll, and seconded by Alderperson Garza recommending an ordinance amending Chapter 340, Schedule E-No Parking Zones of the Hartford Municipal Code. MOTION CARRIED.

New Sidewalk Installation on Evergreen Drive – The Common Council approved a final resolution for the installation of new sidewalk on the east side of Evergreen Drive as part of the 2020 sidewalk program. As staff and the contractor were preparing for the installation of the sidewalk several obstacles were found in the vicinity of the new sidewalk which were overlooked when planning for the sidewalk. It was discovered there is not enough room to get the sidewalk through this area and meet all ADA requirements for the new sidewalk. It is staff's intention to postpone the new sidewalk installation until a solution is found to all the obstacles. The Committee will be kept updated on the progress.

Annual Public Works Tour – It was decided to schedule the tour for the June 23rd meeting.

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

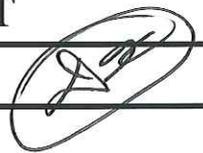
Respectfully submitted,
Lori Hetzel, City Clerk

LH:pb
PWMAY26.20
Compiled by Pat Borlen, Deputy Clerk

FOR
INFORMATIONAL
PURPOSES
ONLY

STREET DEPARTMENT MONTHLY REPORT

May 2020



Curbside Solid Waste Pickup:

	Tons of solid waste ►	379.22
385.72	◀ <i>Tons of solid waste <u>last month</u></i>	

Curbside Recycling Pickup:

	Paper & Cardboard AND Commingles in (Glass, Plastic, Cans) RECYCLING CART ►	94.2
84.32	◀ <i>Tons of recyclables <u>last year</u></i>	

1. Special or specific projects/tasks/activities accomplished during this month:

Picked up Excessive Garbage on Fridays	Picked up Brush and chipped curbside
Cleaned/Rebuildt/Repaired Catch Basins and Outfalls	Trimmed Trees throughout the City
Patched and asphalted streets as needed	Fixed Potholes
Resolved Recycling & Garbage complaints	Repaired & Replaced Street Signs as needed
Paint striping on streets, crosswalks, and parking lots	Assisted Water Dept. with Water Main Breaks
Delivered & repaired Recycling & Garbage Carts	EAB infected Tree Removal & Tree Trimming
Cleared debris/vegetation from drainage ditches	Maintenance of all City equipment

2. Training/Staff Development activities occurring during the month:

	Date
n/a	

OVERTIME

DATE	PURPOSE FOR OVERTIME	TIME AND ONE HALF
5/1/2020	Started Tar Kettle	2.00
5/6/2020	Brush Chipping	1.50
5/7/2020	Brush Chipping	0.20
5/8/2020	Sweep Downtown	2.00
5/9/2020	Recycling Center	3.20
5/12/2020	Crackfill - E. Sumner Street	2.50
5/13/2020	Crackfill - E. Sumner Street	2.50
5/17/2020	Removed large branch from roadway	2.00
5/24/2020	Assisted Electric Dept. due to downed tree	3.80
	MONTHLY TOTAL ►	19.70
	<i>Previous year's Overtime Total ►</i>	23.40

ELECTRIC & WATER MONTHLY DEPARTMENT REPORT

May, 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 – Grant St.
2. Reconductor Electric – Sunset Dr., Fairview Dr. & Willow Lane
3. Hydrant Flushing
4. Clean & Inspect 750K Tower

UPCOMING ACTIVITIES

1. Rebuild Overhead Electric – Sunset Dr.
2. Rebuild Electric – Harrison St.
3. Paint 300K Tower
4. DNR Sanitary Survey

TRAINING SESSIONS

On hold due to COVID-19

OVERTIME

<u>PURPOSE FOR OVERTIME</u>	<u>HOURS</u>
Maintenance of Lines	33.1
Charge to Menasha	8.0
Grant St. Rebuild	4.0
Trouble Call – Slinger	1.8
Maintenance of Pumping Plant	2.8
Maintenance of Mains	3.3
Maintenance of Water Service	4.5
Service Leak – 104 W. State St.	10.6
Well Run – Weekends & Holiday	<u>22.0</u>
TOTAL	90.1