

**A G E N D A**  
**CITY OF HARTFORD COMMON COUNCIL**  
**CITY HALL COUNCIL CHAMBERS**  
**TUESDAY, JUNE 23, 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 June 9, 2020.

**5) COMMUNICATIONS**

**6) APPEARANCES/CITIZENS COMMENTS**

A) Transient Merchant license for Aptive Environmental, LLC.

B) Introduction of Police Officer Eric Strunse by Chief of Police MacFarlan, along with the administration of the oath of office by City Clerk Hetzel.

**7) MAYOR'S REPORT**

A) Washington County Board update.

B) Discussion and consideration of having Washington County fund the Hartford Transportation 2050 plan.

**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) PUBLIC HEARINGS**

**A) BID special assessments**

1) Opening of Hearing

2) Reading of Notice

3) Explanation of hearing by staff person

4) Appearances for

5) Appearances against

6) Discussion by Council

7) Closing of Hearing

8) Action: - Resolution No. 3573- A final resolution for the levying and collecting of Business Improvement District (BID) special assessments. (Executive Summary attached)

**10) STANDING COMMITTEE REPORTS**

**A) FINANCE & PERSONNEL**

1) Discussion and consideration of approving the following licenses: **(bartender)** Alyssa Filkins, Kylie Genrich, Macy Hammen, Amanda Kidle, Stephanie Kuhaupt, Lynn Nettesheim, Sally Strupp **(cigarette)** A& B Mart **(weights and measures)** A&B Mart

2) Discussion and consideration of granting a one day extension of premises to liquor license holding establishments, for Maxwell Street Day. (Letter attached)

**B) PUBLIC WORKS**

**C) UTILITY**

**11) RESOLUTIONS AND POSSIBLE ACTION THERON**

**12) ORDINANCES**

**A) FIRST READING AND POSSIBLE ACTION THERON**

**B) SECOND READING AND POSSIBLE ACTION THERON**

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

**13) CITY ADMINISTRATOR'S REPORT**

1) Discussion and consideration of entering into an annexation agreement with Brian Krebs and Hope Zvara Krebs for 6081 Hilldale Drive. (Executive Summary attached)

2) Discussion and consideration of approving a termination of Police School Liaison Officer Agreement between the City of Hartford and the Hartford Union High School District.

**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  
June 9, 2020**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, June 9, 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 Carroll approving the Common Council minutes of May 26, 2020. MOTION CARRIED UNANIMOUSLY.

**COMMUNICATIONS**

MOTION by Alderperson Mixon, and seconded by Alderperson Rusniak to move the August 11<sup>th</sup> Common Council meeting to August 4, 2020. MOTION CARRIED UNANIMOUSLY.

**APPEARANCES/CITIZENS COMMENTS**

Chamber of Commerce Executive Director Scott Henke mentioned the Chamber Golf Outing on August 18<sup>th</sup>. He noted that in two weeks the Common Council will be asked to consider a request from the Chamber for an extension of liquor licensed premises for Main Street on July 8<sup>th</sup> from 10 a.m. to 8 p.m. for Maxwell Street Day. The Finance & Personnel Committee reviewed the request at its meeting earlier in the evening and recommended approval.

**MAYOR'S REPORT**

Mayor Michalak thanked those individuals who chose to protest recent events for keeping it peaceful. He also thanked the police department for maintaining order and interacting with the protesters.

**ALDERMANIC REQUESTS**

Alderspersons Hegy, Sikora, Mixon, and Garza all commented on the protests, also thanking the protesters for keeping it peaceful. Alderperson Hegy noted that he received positive comments on going ahead with the 4<sup>th</sup> of July fireworks, as well as the opening of the outdoor pool.

**STANDING COMMITTEE REPORTS**

**Finance & Personnel Committee**

MOTION by Alderperson Fulop, and seconded by Alderperson Garza approving new bartender, renewal bartender, cigarette, and weights and measures licenses for the period July 1, 2020 through June 30, 2021. MOTION CARRIED UNANIMOUSLY.

**ORDINANCES  
(First Reading)**

Ordinance No. 1420

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

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. They include portions of West Monroe Avenue, Cedar Street, and Summit Street. The high school administrator provided information on the new traffic flows the high school is implementing, and responded to questions. He also noted that they are recommending a reduced parking fee to encourage students to use the existing school parking lots rather than the residential streets.

Proposed Ordinance 1420 received a first reading pending answers to some questions brought forward.

**CITY ADMINISTRATOR'S REPORT**

A second revision to the State/Municipal Agreement between WisDOT and the City of Hartford to replace the North Wacker Drive Bridge over the Rubicon River needs to be approved by the City and WisDOT reflecting the new funding provided for the project. The second revision has a total cost of \$1,445,064 with a federal funding cap of \$1,149,955. Municipal funds required are estimated at \$295,109, which is below the CIP budget.

MOTION by Alderperson Mixon, and seconded by Alderperson Rusniak authorizing appropriate City officials to enter into the revised State/Municipal Agreement for a State-Let

**COMMON COUNCIL (6/9/2020)**

Local Bridge Project with WisDOT and the City of Hartford for the replacement of the North Wacker Drive Bridge over the Rubicon River, Project I.D. 2706-00-01-71. MOTION CARRIED UNANIMOUSLY.

**ADJOURNMENT**

MOTION by Alderperson Mixon, and seconded by Alderperson Turchi for adjournment at 7:36 p.m. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,  
Lori Hetzel, City Clerk

LH:pb  
CCJUN9.20  
Compiled by Pat Borlen, Deputy Clerk

**EXECUTIVE SUMMARY**

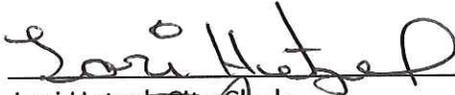
Resolution No. 3573

**Title:** A FINAL RESOLUTION FOR THE LEVYING AND COLLECTING OF BUSINESS IMPROVEMENT DISTRICT ("BID") SPECIAL ASSESSMENTS

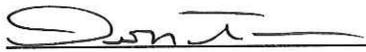
**Background:** Each year the Common Council adopts the final resolution for the BID District special assessments. The preliminary resolution for the levying and collecting of the special assessments was adopted on May 26, 2020.

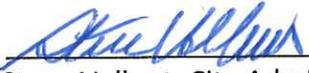
**Fiscal Impact:** The BID District will collect \$3.00/\$1,000 valuation of property improvements, or \$64,606.80.

**Recommendation:** Adoption of the final Resolution levying and collecting BID special assessments.

PREPARED BY:  DATE: 06/16/20  
Lori Hetzel, City Clerk

REVIEWED BY:  DATE: 6-17-2020  
Ian Prust, City Attorney

 DATE: 6-17-2020  
Dawn Timm, Finance Director

APPROVED BY:  DATE: 6-17-2020  
Steve Volkert, City Administrator

ROUTING: Common Council – 6/23/2020

Resolution No. 3573

A FINAL RESOLUTION FOR THE LEVYING AND COLLECTING OF  
BUSINESS IMPROVEMENT DISTRICT ("BID") SPECIAL ASSESSMENTS

**WHEREAS**, the Common Council on May 26, 2020 considered and adopted 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.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, as follows:

- 1) That the Report of the BID Board (i.e., the 2020 BID Operating Plan and Budget) pertaining to the BID District is hereby adopted and approved.
- 2) That payment for the Plan's implementation is made by assessing the cost to the properties benefited as shown on Exhibit "A" attached hereto.
- 3) That the properties as shown on the attachment are benefited by the Business Improvement District and the assessments shown on the report represent an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed.
- 4) The Finance Director is hereby directed to bill the affected property owners, and where appropriate, other persons, in accord with the amounts shown on Exhibit "A", on or before July 3, 2020 the amount to be due and payable within thirty (30) days. If the assessments are not paid by August 3, 2020, said assessment shall bear interest at the rate of 1½% per month, and shall be placed on the 2020 tax roll.
- 5) The Finance Director shall mail a copy of this Resolution to the affected property owners.

Signed:

\_\_\_\_\_  
Timothy C. Michalak, Mayor

INTRODUCED: June 23, 2020

ADOPTED: June 23, 2020

ATTEST:

\_\_\_\_\_  
Lori Hetzel, City Clerk

**EXHIBIT 'A'**  
**2020 BID ASSESSMENTS**

<b>TAX KEY NUMBER</b>	<b>IDENTIFICATION</b>	<b>OWNER AND ADDRESS</b>	<b>VALUE OF IMPROVEMENTS</b>	<b>TOTAL</b>
36-2001-004-005	116 W Sumner St	First National Bank P O Box 270106 Hartford, WI 53027	\$4,429,500	\$13,288.50
36-2001-005-001	11 & 13 N Main St	Mallow Properties LLC 511 Acorn Pass Hartford, WI 53027	84,200	252.60
36-2001-005-002	27 N Main St 22 N Johnson St	Allen Associates Partners LLP 27 North Main St Hartford, WI 53027	430,000	1,290.00
36-2001-005-003	31 N Main St 24 N Johnson St	Argyle Real Estate Partners LLC W63 N321 Hillcrest Ave Cedarburg, WI 53012	74,900	224.70
36-2001-005-006	39 & 41 N Main St	Finn Rentals LLC 37225 Sunset Dr Oconomowoc, WI 53066	477,400	1,432.20
36-2001-005-007	43 N Main St	Finn Rentals LLC 37225 Sunset Dr Oconomowoc, WI 53066	162,800	488.40
36-2001-005-039	45 N Main St 46 N Johnson St	Vitality Ventures LLC 205 Highland Ave Hartford, WI 53027	331,500	994.50
36-2001-005-009	55 & 57 N Main St	OCV Enterprises, LLC 1050 Middle Ridge Rd Hubertus, WI 53033	224,100	672.30
36-2001-005-013	73 & 75 N Main St	TKN Properties, LLC 68 North Johnson St Hartford, WI 53027	312,000	936.00
36-2001-005-022	15 N Main St 20 W Sumner St	Mark & Charlene Jung N168 W21700 Main St #304 Jackson, WI 53037	286,800	860.40
36-2001-005-026	36 N Johnson St	K Bock Property LLC 1576 Don Simon Dr Sun Prairie, WI 53590	113,600	340.80
36-2001-005-027	37 N Main St	White Elephant Investments LLC 2466 Lough Ln Hartford, WI 53027	94,300	282.90

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**2020 BID ASSESSMENTS**

<b>TAX KEY NUMBER</b>	<b>IDENTIFICATION</b>	<b>OWNER AND ADDRESS</b>	<b>VALUE OF IMPROVEMENTS</b>	<b>TOTAL</b>
36-2001-005-034	59 & 63 N Main St	Ray & Carolyn Stelzer 530 North Main St Hartford, WI 53027	\$155,200	\$465.60
36-2001-005-035	65 & 67 N Main St	KB Properties of Hartford LLC 530 North Main St Hartford, WI 53027	276,900	830.70
36-2001-006-002	129 & 131 N Main St	Professional Imprints LLC 129 North Main St Hartford, WI 53027	101,500	304.50
36-2001-006-003	135 & 137 N Main St	Steven Cypher 433 Third St Hartford, WI 53027	72,500	217.50
36-2001-006-007	127 N Main St	Eleven 99 Properties LLC 127 North Main St Hartford, WI 53027	42,400	127.20
36-2001-016-001	301-303 N Main St	Brian D Shanklin 2021 N Genese St Delafield, WI 53018	199,900	599.70
36-2004-020-022	57 S Main St	Malone Properties LLC 5047 Elmwood Rd Colgate, WI 53017	135,800	407.40
36-2004-027-001	104 Kossuth St 35 S Johnson St	Michael Wagner 104 Kossuth St Hartford, WI 53027	18,600	55.80
36-2004-027-013	107 W Sumner St	C Wannow Real Estate LLC 107 West Sumner St Hartford, WI 53027	163,100	489.30
36-2004-028-008	31 W Sumner St 30 S Johnson St	31 Sumner LLC 850 Willow Circle Hartford, WI 53027	221,700	665.10
36-2004-028-003	45 S Main St	Scott Warren Scott Oil Co., Inc. 5362 State Road 11 Elkhorn, WI 53121	163,500	490.50
36-2004-028-005	23 S Main St	23 S Main St LLC 3049 State Hwy 164 Slinger, WI 53086	238,700	716.10

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**2020 BID ASSESSMENTS**

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36-2004-028-007	11 S Main St 25 W Sumner St	GABBI LLC 11 South Main St Hartford, WI 53027	\$287,000	\$861.00
36-2102-001-001	62 & 64 N Main St	WFL Properties LLC 117 17th St Belleair Beach, FL 33786	286,900	860.70
36-2102-001-002	54 N Main St	John Hetzel 63 Highland Ave Hartford, WI 53027	268,600	805.80
36-2102-001-003	50 & 52 N Main St	HXF Properties LLC 7001 Arthur Rd Hartford, WI 53027	60,100	180.30
36-2102-001-004	46 & 48 N Main St	Vincente Flores Martinez 5 W Main St Evansville, WI 53536	213,600	640.80
36-2102-001-005	42 N Main St	Nesterson LLC 42 North Main St Hartford, WI 53027	104,200	312.60
36-2102-001-006	38 & 40 N Main St	Tina Maria Murray 3395 Lake Dr Hartford, WI 53027	95,700	287.10
36-2102-001-007	34 N Main St	Michael D Halsey Revocable Living Trust LLC P O Box 270316 Hartford, WI 53027	331,000	993.00
36-2102-001-008	30 & 32 N Main St	Douglas Schlotthauer 925 Willow Ln Hartford, WI 53027	88,300	264.90
36-2102-001-010	20 & 22 N Main St	Thomas Masters 5488 Pleasant Hill Rd Hartford, WI 53027	905,300	2,715.90
36-2102-001-020	15 Mill St 28 E Sumner St	James and Gerard Schnorenberg 15 Mill St Hartford, WI 53027	357,600	1,072.80
36-2102-002-003	108 & 110 N Main St	Nailers Property LLC 107 Nob Hill Dr W Colgate, WI 53017	73,900	221.70

**EXHIBIT 'A'**  
**2020 BID ASSESSMENTS**

<b>TAX KEY NUMBER</b>	<b>IDENTIFICATION</b>	<b>OWNER AND ADDRESS</b>	<b>VALUE OF IMPROVEMENTS</b>	<b>TOTAL</b>
36-2102-002-007	28 E Jackson St	Puebla Property Management LLC 28 East Jackson St Hartford, WI 53027	\$187,600	\$562.80
36-2102-002-008	46 E Jackson St	Irish Development, LLC 2466 Lough Ln Hartford, WI 53027	421,600	1,264.80
36-2102-002-018	124 E Sumner St	Sumner Street LLC P O Box 270468 Hartford, WI 53027	95,600	286.80
36-2102-002-050	100-102 N Main St	Second Chance Ventures LLC 2481 Hall Rd Hartford, WI 53027	338,000	1,014.00
36-2102-002-051	101 Park Ave	Hartford Hotel Group 980 American Dr Neenah, WI 54956	4,650,000	13,950.00
36-2102-003-004	142 N Main St	Dean and Mary Kirley 609 Fairview Dr Hartford, WI 53027	94,000	282.00
36-2102-003-005	140 N Main St	Edward & Vickie Larsen 6714 Cty Hwy Q Hartland, WI 53029	136,900	410.70
36-2102-003-009	130 N Main St	Edward & Vickie Larsen 6714 Cty Hwy Q Hartland, WI 53029	64,400	193.20
36-2102-003-010	128 N Main St	Kenneth L & Sharon C Leitner 519 Tahoe Ln Hartford, WI 53027	80,700	242.10
36-2102-003-011	120 & 122 N Main St	Daffy Properties LLC 680 Farmstead Ct Slinger, WI 53086	450,400	1,351.20
36-2102-005-002	226 N Main St	Michael & Cheryl Checolinski 226 North Main St Hartford, WI 53027	182,100	546.30
36-2102-005-003	218-222 N Main St	John Ritger 222 North Main St Hartford, WI 53027	254,100	762.30

**EXHIBIT 'A'**  
**2020 BID ASSESSMENTS**

<b>TAX KEY NUMBER</b>	<b>IDENTIFICATION</b>	<b>OWNER AND ADDRESS</b>	<b>VALUE OF IMPROVEMENTS</b>	<b>TOTAL</b>
36-2102-005-004	212 N Main St	PSD LLC 212 North Main St Hartford, WI 53027	\$109,200	\$327.60
36-2102-005-005	206 N Main St	PSD LLC 212 North Main St Hartford, WI 53027	113,000	339.00
36-2102-005-012	217 First St	East Side Lumber Company 200 First St Hartford, WI 53027	37,500	112.50
36-2102-006-011	302 & 304 N Main St	Zagel Properties LLC 6250 Spaeth Ct West Bend, WI 53095	153,600	460.80
36-2102-007-004	200 First St	East Side Lumber Company 200 First St Hartford, WI 53027	254,700	764.10
36-2102-008-003	216 Second St	East Side Lumber Company 200 First St Hartford, WI 53027	132,000	396.00
36-2103-009-010	90 South Main St	Garret & Pamela Terpstra 90 South Main St Hartford, WI 53027	294,100	882.30
36-2103-022-001	108 Branch St	Hen Picked Antiques LLC 153 State Hwy 83 Hartford, WI 53027	79,700	239.10
36-2103-023-002	55 South St	SST Properties LLC 55 South St Hartford, WI 53027	93,900	281.70
36-2103-023-008	35 E Sumner St	DLG Holdings, LLC 2154 State Hwy 83 Hartford, WI 53027	65,200	195.60
36-2103-023-024	16 & 18 S Main St	Thomas Wenzel 11 South Main St Hartford, WI 53027	108,900	326.70
36-2103-023-025	20-22 S Main St	My Youth LLC 2198 Hall Rd Hartford, WI 53027	230,800	692.40





## **BID OPERATING PLAN 2020**

### **INTRODUCTION:**

The following represents the 2020 Operating Plan for the Hartford Downtown Business Improvement District in Hartford, Wisconsin. This is intended as a general guide and complies with the requirements of WI Statute 66.608, which enables the creation, and continuation of Business Improvement Districts.

### **PURPOSE:**

The purpose of this Business Improvement District is to promote the orderly development of the City of Hartford by providing an organization and funding vehicle to develop and promote the downtown area for the economic benefit of all businesses and property owners within the District. Additionally, the BID makes recommendations to the Common Council regarding parking, beautification and other infrastructure improvements, thereby making downtown more physically and economically attractive for use by all citizens and property owners in the city.

### **GOALS:**

- To promote the development, redevelopment, maintenance and operation of the Hartford Downtown Business Improvement District.
- To foster, encourage and advocate downtown development in a cooperative spirit between business and property owners within the BID
- To design, develop and implement marketing programs and strategies that promote an image of the downtown area as prosperous and unified and which specifically works towards minimizing the downtown business vacancy rate as well as promoting a proper retail mix.
- To guide and coordinate the physical development of the downtown area to ensure its commercial viability, both functionally and visually.
- To organize, plan and update events to bring exposure and additional business to the downtown.

### **METHOD OF SPECIAL ASSESSMENT:**

The projects proposed in the 2020 Operating Plan will be funded through a special assessment based on \$3.00 per \$1,000 valuation of property improvements of all properties identified in the district and benefiting from the project programs. Additional monies will be allocated to the BID through the Room Tax as of 2004 and will continue to be received in 2020. Such special assessments will be levied by the City of Hartford and collected in the method currently used by the City Treasurers Office. The BID funds will be maintained and controlled by the BID Board of Directors, which has the powers necessary to implement the operating plan.

## **DESCRIPTION OF METHOD OF FINANCING:**

**BID financing will be done through Special assessments administered as detailed on the page under “Method of Special Assessment” and Tourism Grant through the Tourism Commission. Special assessment will be levied against all Business Improvement properties, excluding residential and tax-exempt properties. All BID revenues will continue to be maintained and accounted for in a dedicated BID account. Normal administrative procedures, including notification to affected property owners and Council approval will be followed in levying special assessments.**

## **PROJECTS AND ACTIVITIES OF THE BID:**

**Target, develop and implement physical redevelopment projects that will create an economically vibrant, convenient and attractive district. Specifically, 2020 projects under consideration include:**

- 1. Stakeholder in the Hartford Strategic Development Plan**
- 2. Completion of the Downtown Lights Project, new roofline lighting installed on the BID buildings within the district**
- 3. Yearly updating of the Downtown Brochure & distributing to outside areas for tourism**
- 4. Continued support of the downtown flowers, urns, and hanging baskets.**
- 5. Financial support of Hartford Historic Walk**
- 6. Financial support of Art Sculpture Tour**
- 7. Replacement of the downtown flags per the citywide branding initiative.**
- 8. Financial support of the addition of downtown parking.**

**Continue to develop a comprehensive marketing strategy for the BID that economically benefits all the property owners and businesses in the District, making it attractive to consumers and prospective businesses. Market activities and events included on the attached 2019 Calendar of Events. Improve the existing businesses and district’s competitive position by assisting in the establishment of competitive business practices and business recruitment activities to improve the retail mix, attract potential businesses and minimize the vacancy rate. These include but are not limited to:**

- Annual Façade Grant Improvement Awards**
- Downtown Brochure and Expanded Distribution Area**
- Financial support for additional downtown parking**
- Financial support of the Downtown Events with Hartford Area Chamber of Commerce**
- Annual Meeting and Social**
- Identify and seek grants, low interest loans and/or donations for additional financial support for BID projects and activities. We may**

**periodically use short term borrowing to fund BID projects and activities.**

- **Financial support to the Volunteers for a Beautiful Hartford**
- **Make recommendations to the Common Council regarding parking needs and regulation and assessment in and adjacent to the BID.**
- **Maintain a BID Board of Directors, representative of all interests within the district, to implement the 2020 Operating Plan and Budget for the district.**
- **Utilize the year 1989 special assessment procedures and continue to maintain records of any expenditures within the district as required by WI State Statute 66.608.**
- **Maintain and nurture a productive working relationship between the BID Directors, all Hartford Area Organizations as well as the City Government Officials in order to better facilitate the growth and development of the downtown area.**

**PROPOSED EXPENDITURES:**

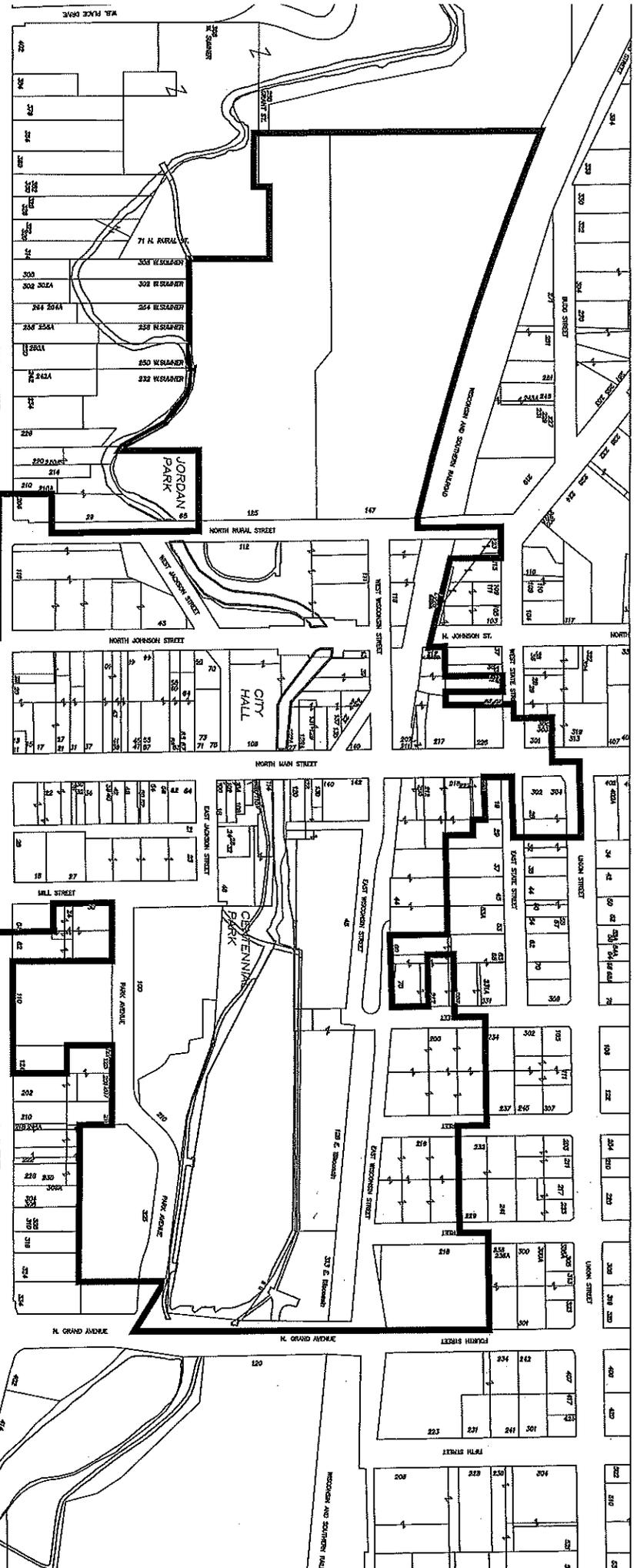
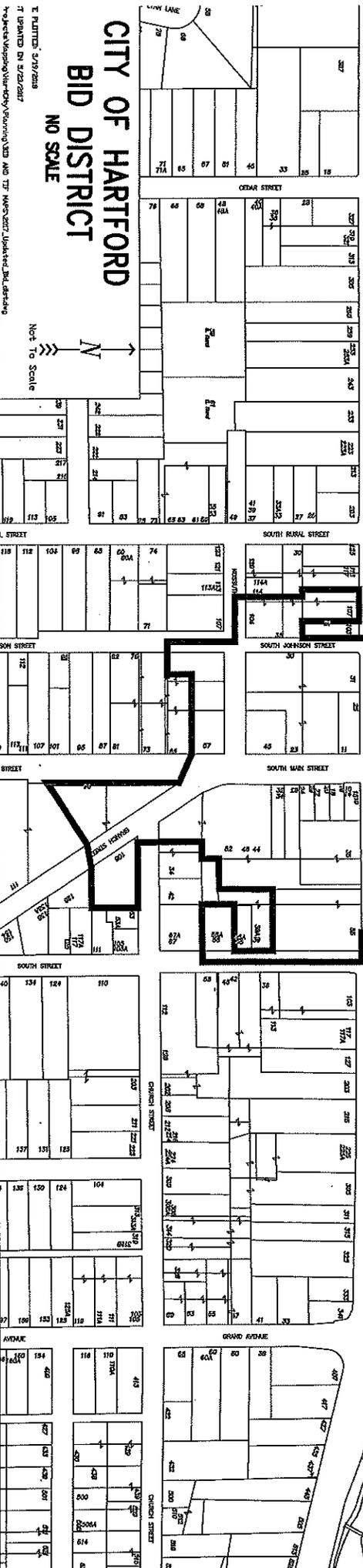
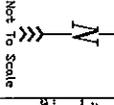
**Implement projects and activities as detailed in this Operating Plan and Attached 2020 Budget.**

**Downtown Hartford BID 2020 Budget**

	Special Assessment Rate:	\$ 3.00	
		2020	
<b>INCOME</b>			
Current Year special Assessment		\$ 50,701.20	2019 total Assessed Value is \$16,900,400
Tourism Income		\$ 28,000.00	20% less than estimated by Tourism Commission
Downtown Brochure Income		\$ 6,000.00	
Facade Improvement Support			
City Support (Currently \$1000)		\$ 7,500.00	
		<u>\$2.00</u>	
Interest Income		<u>\$ 92,203.20</u>	
<b>EXPENSES</b>			
Tourism Expense- Funding to HACC for Downtown Events		\$ 25,200.00	
Brochure Printing and Distribution		\$ 10,328.20	
Facade Improvement Program		\$ 7,500.00	
Downtown Infrastructure		\$ 27,000.00	
Parking Lot Development Project (5 years)		\$ 9,000.00	
Seminars, Memberships & Dues		\$ 225.00	
Advertising		\$ 1,000.00	
Website Maintenance		\$ 500.00	
Office Supplies		\$ 250.00	
Postage		\$ 300.00	
Telephone Expense		\$ 600.00	
Annual Meeting (food, invitations & awards)		\$ 1,100.00	
Accounting Fees		\$ 1,200.00	
Hartford Beautification Funding		\$ 3,000.00	
Capital Improvements-Partnering with City, HACC & HADC		\$ 5,000.00	
		<u>\$ 92,203.20</u>	
<b>Net Income</b>		<u>\$ -</u>	

PLATTED 3/19/2018  
IT UPDATED IN 3/23/2017  
The City Mapping Utility Planning and IT Department, Unlabeled Building

# CITY OF HARTFORD BID DISTRICT NO SCALE



**CITY OF HARTFORD  
NOTICE OF PUBLIC HEARING  
Assessments for Hartford  
Business Improvement District**

**PLEASE TAKE NOTICE** that the Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, will hold a **Public Hearing** at 7:00 p.m. or thereafter on Tuesday, June 23, 2020, in the Common Council Chambers of Hartford City Hall, 109 North Main Street, for the purpose of levying special assessments under Sections 66.0703 and 66.1109, Wis. Stats., to finance expenditures for the Business Improvement District. The 2020 BID Operating Plan and Budget, as well as a map of the boundaries of the district, are on file in the City Clerk's Office on the second floor of City Hall and may be inspected Monday-Friday between the hours of 7:30 a.m. and 4:30 p.m. The proposed assessments (at \$3.00/\$1,000 assessed value of improvements) were distributed in a mailing to affected property owners.

The purpose of said public hearing is to hear those persons who wish to comment for or against the special assessments to finance expenditures for the Business Improvement District.

Dated this 9<sup>th</sup> day of June 2020.

Lori Hetzel, City Clerk  
City of Hartford

Published 6/11/2020 Daily News  
Notice mailed to 55 property owners



June 2, 2020

Mayor Michalak, Finance & Personnel Committee and Common Council members.

In the Chamber's efforts to provide Maxwell Street Day for our residents and transient tourists we would like to ask for the extension of licensed premises for Main Street July 8<sup>th</sup> from 10:00am - 8:00pm to help support and promote business throughout our City.

**Background:** Maxwell Street Day has always been a crowded open-air street vendor event. Normally the Chamber would get 30 -50 outside vendors to sell their products on Main street. We would use spaces in front of vacant stores, in front of City Hall, bar & restaurant areas and other non-retail businesses.

This year to take a socially distancing to a new level we are planning for a City-wide socially distanced Maxwell Street day. We have procured Schubert Theater and Ponderosa parking lots to serve as hubs for the outside vendor locations. A closed Main Street will serve as the area for Downtown district merchants.

With your approval a liquor license holding establishment would be allowed to extend their license into a designated area in front of their business or a selected location on Main Street. Per my conversation with City Attorney Ian Prust, prior to Council approval, I would provide the signatures of all licensed establishments requesting this one-day extension of licensed premises.

Scott M. Henke, CEO  
Hartford Area Chamber of Commerce

## 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.

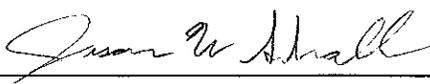
The additional areas of “No Parking” included the following:

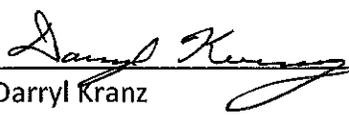
- On the south side of W. Monroe Avenue from 250’ west of Cedar Street to a point 550’ further west. (from 7:30 a.m. to 4:30 p.m. on school days)
- On the north side of W. Monroe Avenue from Cedar Street to Summit Avenue. (from 7:30 a.m. to 4:30 p.m. on school days)
- On the east side of Cedar Street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

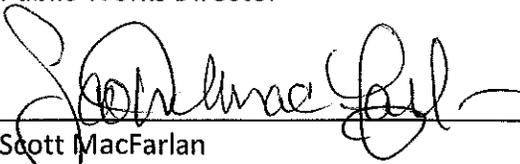
The ordinance is attached amending Chapter 340, Schedule E – No Parking Zones. These changes will require additional “No Parking” signage to be installed along the streets.

**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

# Lori Hetzel

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**From:** Jeff Walters <jeff.walters@huhs.org>  
**Sent:** Wednesday, June 17, 2020 2:52 PM  
**To:** Steve Volkert; Lori Hetzel  
**Subject:** parking information for next week  
**Attachments:** Hartford Union High School - Preliminary Master Plan 01-13-20 (1).pdf; 20200214\_144509.jpg; 20200214\_144441.jpg

Please see below and attached information to be included for parking proposal next week.

**Main Student Lot: (w/ 12 staff and 9 handicap)- 230**

**Parking Lot Across Cedar: 65**

**Front Drive: 32 (18 visitor, 1 police, 2 handicap, 11 admin)**

**South Side & West Side Staff Lots: 205 (w/ 4 handicap)**

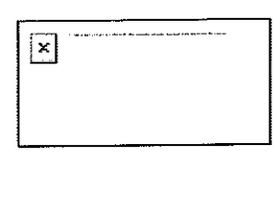
**Total Parking Spots: 532**  
**Total Student Parking: 274**  
**Total Staff: 228**  
**Total Visitor Parking: 18**  
**Total Handicap: 15**

17/18  
North Lot: 190  
East Lot: 45

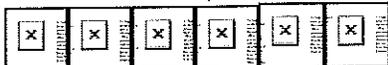
18/19  
North Lot: 184  
East Lot: 50

19/20  
North Lot: 180  
East Lot: 56

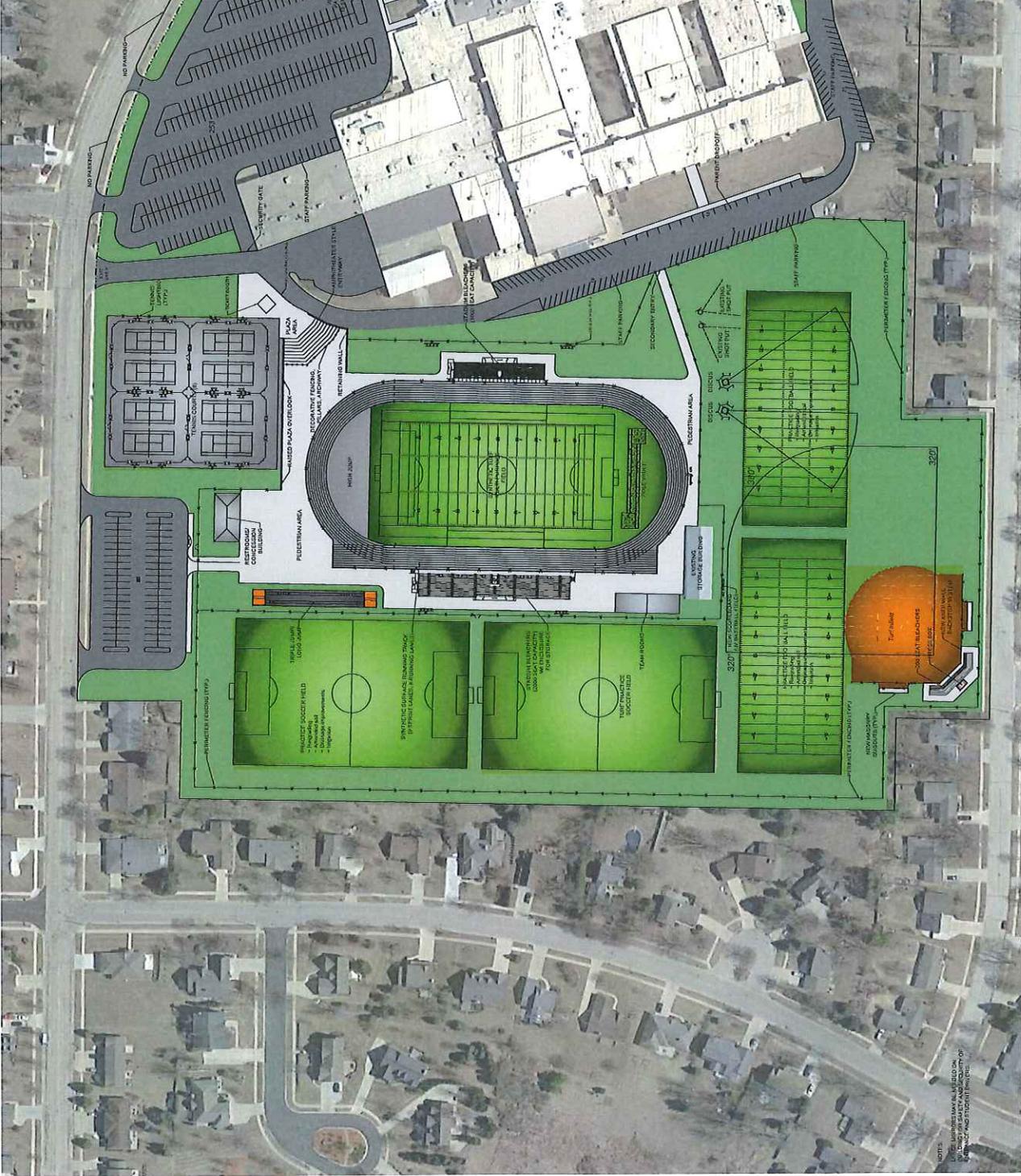
Thanks!



**Jeffrey A. Walters**  
**Hartford Union High School District, Superintendent**  
(262) 670-3200 ext. 4010 | [jeff.walters@huhs.org](mailto:jeff.walters@huhs.org)  
805 Cedar Street, Hartford, WI 53027



PARKING STALL COUNT			
LOT	CURRENT	REBUILD	REFURB
VISITOR/BUS LOOP	19 Visitor, 11 Staff, 2 Handicap	17 Bus Only	17 Bus Only
STUDENT LOT	211 Student, 11 Staff, 9 Handicap	218 Student, 11 Staff, 15 Visitor, 7 Handicap	176 Student, 11 Staff, 15 Visitor, 7 Handicap
OUTSIDE LOOP/STAFF	215 Staff, 7 Handicap	151 Staff, 14 Parent Drop Off, 7 Handicap	151 Staff, 14 Parent Drop Off, 7 Handicap
*NEW HWY LOT	0	74 Regular, 4 Handicap	74 Regular, 4 Handicap



Hartford Union  
High School Site Concept Plan  
01-13-20

Land Surveying  
Engineering  
Landscape Architecture  
5709 Winney Drive, Suite D  
Stevens Point, WI 54482  
715.344.9999 (PH) 715.344.9922 (FX)

Point of Beginning



NOTES:  
1. THIS PLAN IS A CONCEPTUAL PLAN.  
2. THE CLIENT SHALL VERIFY ALL DIMENSIONS AND QUANTITIES OF EXISTING AND PROPOSED UTILITIES.





## EXECUTIVE SUMMARY

**TITLE: Review of an Annexation Agreement between Brian Krebs and Hope Zvara Krebs and the City of Hartford for the property known as 6081 Hilldale Drive in the Town of Hartford**

**BACKGROUND:** In June 2019, the Council approved an extraterritorial land division for 6081 Hilldale Drive that created two parcels, subject to creation and approval of an annexation agreement since the property is less than ½ mile to the City boundary and near a large potential long-term City growth area.

The agreement requires that the property owners execute an annexation petition which will become effective when the property becomes contiguous to the City. If the property gains contiguity to the City only by the property's north borders, then the City shall defer annexation until January 1, 2030. The last part is to deal with the (small) potential that City development occurs sooner to the north of the property.

The agreement also requires that the property owner will not sign any petitions to establish a sanitary district, a water district, or a utility district that would include the above described property, and in the event a district is petitioned for, they agree that they will attempt to have their property removed from said district. Under the Extraterritorial Zoning Ordinance, one of the factors the City may consider in approving land divisions is: **"The proposed subdivision or land division and the resulting development shall not adversely affect the City's ability to provide public service, install public improvements or accomplish future annexations."** This provision protects the ability of the City utilities to expand in an orderly fashion and has been a part of all annexation agreements and/or sewer service agreements that the City has entered into in the last 30 years.

The agreement also requires that the property owners agree not to participate in any action or litigation that would in any way negatively impact upon City's extraterritorial sewer and/or water, annexation-related deed restriction, or annexation powers. This provision protects the City's extraterritorial rights and has been a part of all annexation agreements and/or sewer service agreements that the City has entered into in the last 30 years.

The final provision requires that the property owners avoid the intentional creation of a nonconforming structure or nonconforming use by adhering to applicable City zoning requirements for the A-1 Agricultural District (large parcel) and the Rs-2 Single-Family Residential District (Small parcel) of Chapter 13 of the Hartford Municipal Code as it currently is written. Staff will include a copy of Chapter 13 in the file with this agreement to refer back to as changes to the properties are made.

**RECOMMENDATION:** The Planning Staff recommends approval of the Annexation Agreement between Brian Krebs and Hope Zvara Krebs and the City of Hartford for the property known as 6081 Hilldale Drive in the Town of Hartford as presented by Staff.

**Prepared By:** Justin Drew 6/17/20  
Justin Drew, Date  
City Planner

**Approved By:** Steve Volkert 6/17/20  
Steve Volkert, Date  
City Administrator

ROUTING: COMMON COUNCIL 06/23/20

## Justin Drew

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**From:** Ian Prust <prust@omearalawfirm.com>  
**Sent:** Wednesday, June 17, 2020 11:54 AM  
**To:** Justin Drew  
**Subject:** Memorandum Regarding Krebs Annexation Agreement

Members of the Common Council,

The City previously approved a land division for Brian and Hope Krebs under the Comprehensive Extraterritorial Zoning Ordinance which was adopted in cooperation with the Town of Hartford. This ordinance was recommend by a Joint Plan Commission comprised of City and Town representatives, and unanimously adopted by both the Town Board and the City of Hartford. The Extraterritorial Zoning Ordinance was adopted for the purpose of allowing land divisions in the areas surrounding the City in a manner that is consistent with the Town of Hartford zoning and in a manner that is consistent with the long-term growth of the City. For that reason the Extraterritorial Zoning Ordinance contains specific language allowing the City to require annexation agreements that address several items, the specific language is:

“The proposed subdivision or land division and the resulting development shall not adversely affect the City’s ability to provide public service, install public improvements nor accomplish future annexations. The City may consider annexation agreements with the property owner in order to comply with this requirement.”

The Common Council’s approval of the Krebs’ land division was contingent upon the execution of an annexation agreement, pursuant to the Extraterritorial Zoning Ordinance. The Annexation Agreement that is presented tonight has the same general requirements that the City has required in other Annexation Agreements- requirements that are necessary to protect the City’s water/sewer service areas and requirements that are necessary to ensure that the City does not end up with uses that are substantially non-conforming to the future zoning of the property. These requirements are based on the policies that have been put in place by the Common Council, they are legal requirements under the Extraterritorial Zoning Ordinance that was agreed upon between the Town and City, and they are reasonable to protect the City’s future interests.

The other provision the Mr. Krebs is objecting to is the requirement that he connect to sewer and water within 12 months of those utilities being available to his property. The connection to sewer and water is required by Sections 24.06 and 25.05(2) of the Municipal Code. Because these requirements are codified in the Municipal Code, the connection is mandatory and may not be waived. The intent of placing this language in the agreement is to memorialize that this requirement exists and to make it clear that it pertains to this property.

Ian Prust  
City Attorney

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Ian Prust



Email| [prust@omearalawfirm.com](mailto:prust@omearalawfirm.com)

Phone| Hartford 262-673-7700| West Bend 262-334-2331

Mailing Address| PO Box 270468, Hartford, WI 53027

Address| 124 E. Sumner St., Hartford, WI 53027| 120 N. Main St. Suite 260, West Bend, 53095

**CITY OF HARTFORD**  
**ANNEXATION AGREEMENT**

THIS AGREEMENT entered into this June 23, 2020, by and between **Brian Krebs and Hope Zvara Krebs** hereinafter referred to as “Property Owners” and the **CITY OF HARTFORD**, a Wisconsin municipal corporation hereinafter referred to as “City”.

**RECITALS**

**WHEREAS**, the City and Town of Hartford adopted a Comprehensive Extraterritorial Zoning Ordinance addressing the City’s extraterritorial zoning and subdivision authority for lots located within the City’s extraterritorial authority; and

**WHEREAS**, Property Owners have proposed a land division within the City’s extraterritorial land division authority for the property described in Exhibit A, which is attached hereto and incorporated by reference; and

**WHEREAS**, the City on June 11, 2019 considered the proposed land division and determined that, based upon the criteria set forth in the Extraterritorial Zoning Ordinance, the proposed land division would adversely affect the City’s ability to accomplish future annexations and to provide public utilities to the surrounding properties and that an annexation agreement was necessary to comply with the terms of the Comprehensive Extraterritorial Zoning Ordinance.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties as follows:

**SECTION II – PROPERTY OWNERS’ OBLIGATIONS TO THE CITY**

- A. Property Owners represent that they are the sole owners and residents of the Property at the time that this agreement is executed.
- B. Simultaneous with this agreement the property owners are executing annexation petitions which by their terms will become effective when the property described herein becomes contiguous to the City, or is legally capable of being annexed; and at a time the City Council deems appropriate, the City may act upon the appropriate petition. If the properties gain contiguity to the City only by the properties’ north borders, then the City shall defer annexation until January 1, 2030.
- C. The property owners further agree that this agreement shall be recorded by the City with the Register of Deeds and shall constitute a deed restriction against the above-described property.
- D. The property owners agree that neither they, nor their heirs or assigns, will sign any petitions to establish a sanitary district, a water district, or a utility district that would include the above described property, and in the event a district is petitioned for, they agree that they will attempt to have their property removed from said district.
- E. The property owners further agree that they will not participate in any respect in any action or litigation that would in any way negatively impact upon City’s extraterritorial sewer and/or water, annexation-related deed restriction, or annexation powers.
- F. The property owners understand that the execution of the annexation petition is to be held in escrow by the City, and is an affirmation of their intent to annex the property at a future time. The property owners

herein agree that in order to avoid the intentional creation of a nonconforming structure or nonconforming use, the property will be developed in conformance with Chapter 13 of the Hartford Municipal Code as it exists of the approval of this agreement. The property owners agree that in addition to obtaining all necessary Town of Hartford approvals, to submit a site plan to the City Planner for approval prior to obtaining a building permit or commencing construction.

**SECTION III -- SEVERABILITY**

Should any part of this agreement be declared by a Court of competent jurisdiction to be illegal, the City reserves the right to enforce the balance of this agreement or to terminate the agreement in its entirety.

**SECTION IV -- TERM OF AGREEMENT**

This agreement shall terminate upon the date the property herein is annexed to the City.

**SECTION V – ASSIGNMENT**

The property owner may assign this agreement upon receiving written permission of the City. The City will not withhold its permission unreasonably. Any assignment approved by the City in writing will be of a nature that will release the assignor of the obligations of this agreement with corresponding assumption of the obligations of this agreement by assignee.

**SECTION VI – BINDING EFFECT**

This agreement and the grants, consents, and waivers contained herein shall be binding upon the property owners and their heirs and assigns and shall run with the land described herein as a deed restriction.

**SECTION VII -- AMENDMENTS**

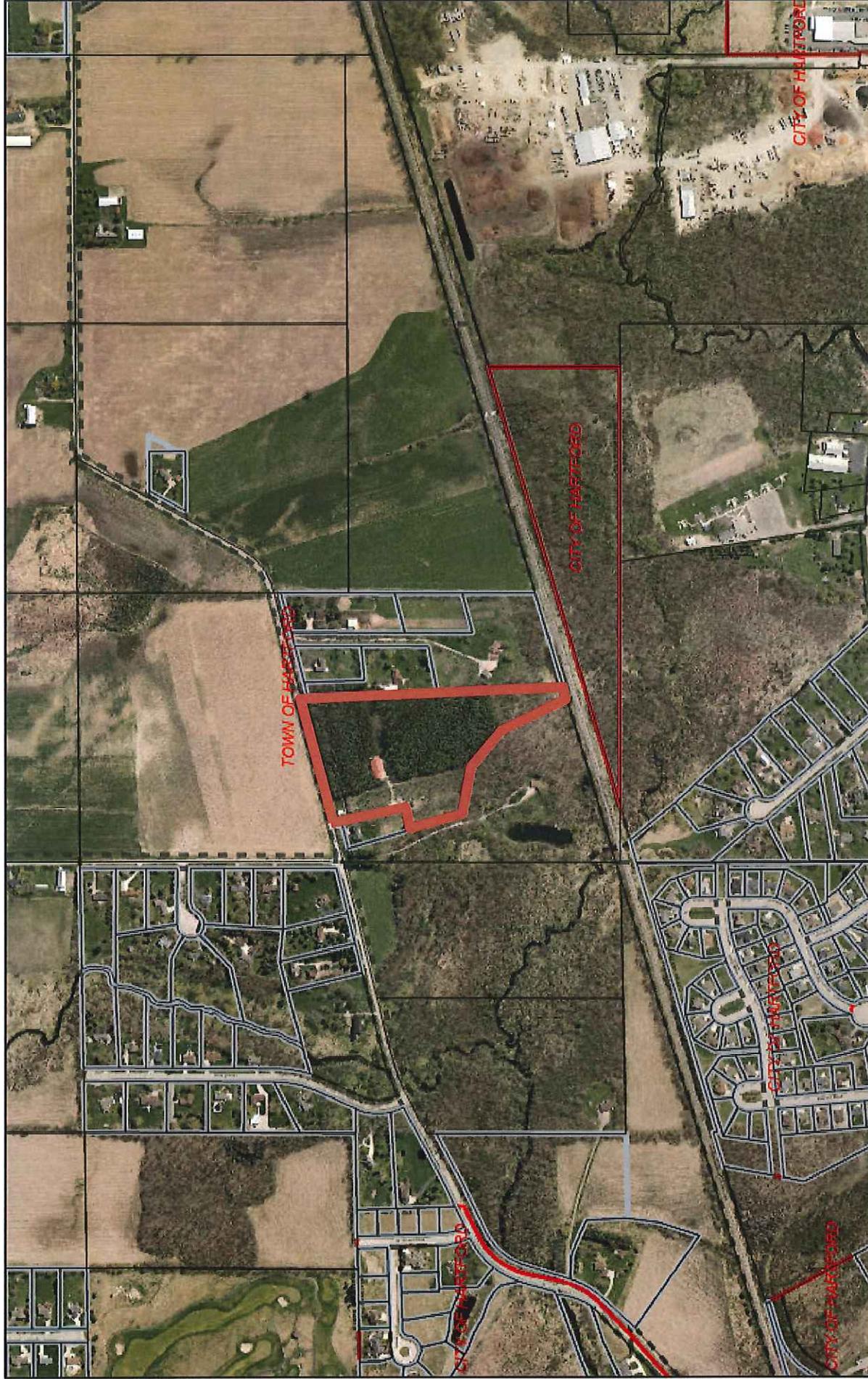
The City and property owner may, by mutual consent, amend this agreement. Any such future amendments shall be in writing.

**SECTION VIII -- INDEMNIFICATIONS**

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



# Washington County, Wisconsin



6/17/2020, 3:52:22 PM

- Override 1
- Right-of-Way
- Lot
- Current Parcel
- Municipality

1:8,093

0 0.05 0.1 0.2 0.2 mi  
0 0.1 0.2 0.4 km

Washington County

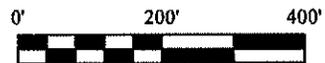
**Certified Survey Map No. \_\_\_\_\_**

That part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 14,  
Township 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin.

**Surveyor:**  
Richard Simon  
5080 Fairy Chasm  
West Bend, WI 53095  
rich@cornerstonelandsurvey.com  
(262) 424-5630

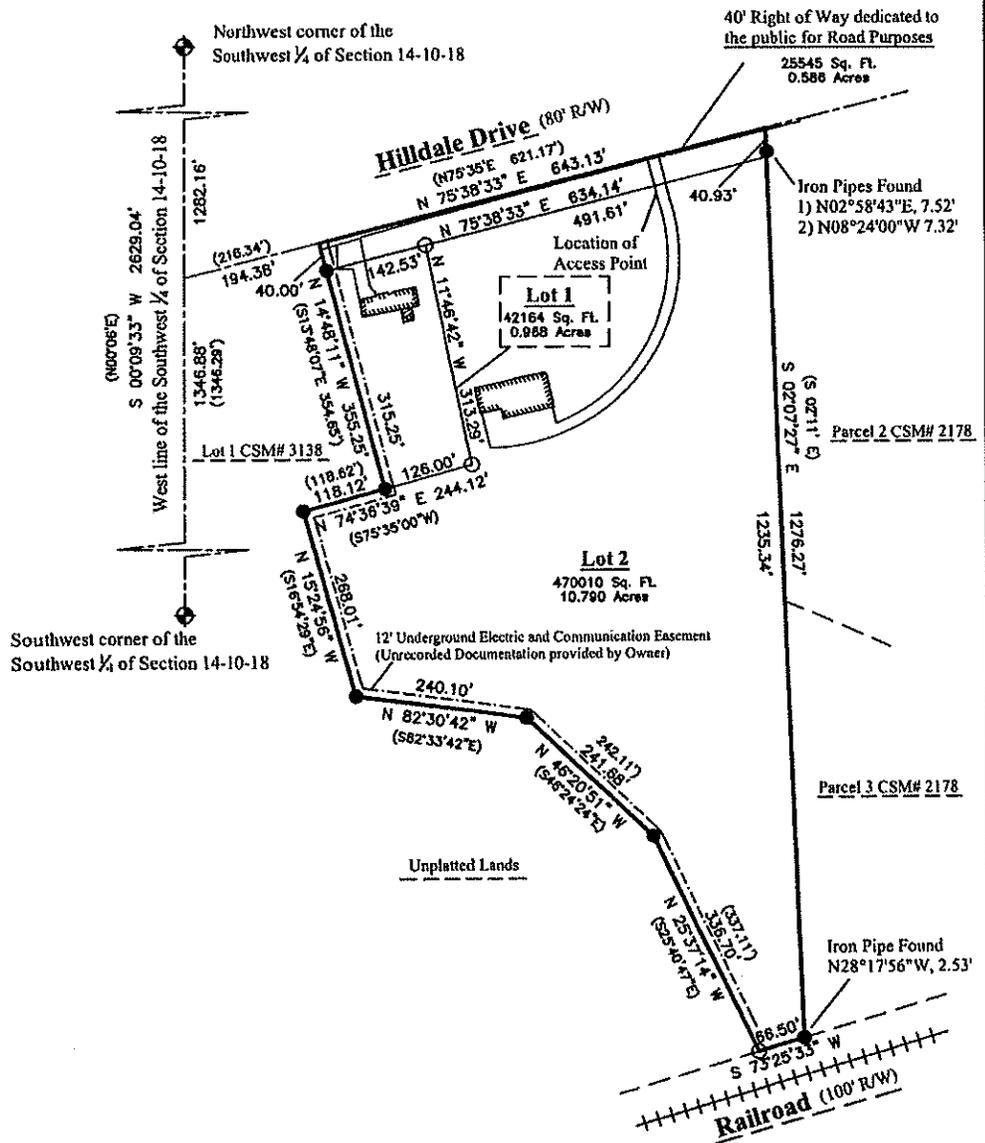
**Owners:**  
Brian Krebs  
Hope Zvara-Krebs  
6081 Hilldale Drive  
Hartford, WI 53027

Scale 1" = 200'



**Legend:**

- Denotes 1" Iron Pipe Found
- 3#4" OD X 18" Iron Rod 1.50 Lbs./Lin. Ft., Set



**Notes:**

- 1) Bearings or Distances in ( ) are Recorded Measurements
- 2) In providing this boundary survey no attempt has been made to obtain or show data concerning the existence of any utility on the site, whether private, municipal, or public owned.
- 3) No Title Policy furnished therefore completeness of easements is not warranted.
- 4) Bearings are referenced to the West line of the Southwest 1/4 of Section 14-10-18, bearing S00°09'33"W per State Plane Coordinate System, South Zone. (NAD 1927)

**BURKI – CITY OF HARTFORD**  
**MUNICIPAL SEWER & WATER SERVICE AGREEMENT**

THIS AGREEMENT entered into this *January 9<sup>th</sup>, 2001*, by and between **Richard L. and Laura L. Burki**, hereinafter referred to as “the property owners” and the **CITY OF HARTFORD**, hereinafter referred to as “City”.

**RECITALS**

**WHEREAS**, the City owns and operates a Wastewater Collection and Treatment Utility which is designed to serve the Hartford Sanitary Sewer Service Area as approved by the Southeastern Wisconsin Regional Planning Commission and the State of Wisconsin, Department of Natural Resources and includes an area outside the present incorporated boundaries of the City of Hartford in the Towns of Hartford and Rubicon; and

**WHEREAS**, the City did, on the 11<sup>th</sup> day of June, 1990, adopt Ordinance E-154 which established an Extraterritorial Sanitary Sewer Policy detailing conditions under which the City of Hartford would provide sanitary sewer service to customers located outside established City boundaries; and

**WHEREAS**, Richard L. and Laura L. Burki state that they are the owners of property affected by this Agreement described as follows:

That part of the Northwest Quarter of the NORTHWEST Quarter (NW ¼ NW ¼) of Section Twenty-seven (27), Township Ten (10) North of Range Eighteen (18) East, described as follows, viz:

Commencing at a point on the north line of said Section 27, said point being 1319.55 feet West of the north quarter corner of the above section; thence South along the forty acre line, 1320.24 feet to the place of beginning of this description; thence North along the east line of said NW ¼ of the NW ¼, 189.00 feet; thence South 89° 13' West, 215 feet; thence South, 189 feet, more or less to a point on the south line of said NW ¼ of the NW ¼; thence Easterly along said south line, 215 feet to the place of beginning, in Washington County, Wisconsin.

EXCEPTING THEREFROM those parts conveyed to Washington County by deed recorded in Volume 532 of Records on Page 23, as Document No. 337826 and to Town of Hartford by deed recorded in Volume 561 of Records on page 39, as Document No. 351549 of the Washington County Registry. Tax Key # T6-0681-00F (Commonly known as 6418 E. Monroe Avenue).

**WHEREAS**, the City of Hartford has agreed to service said non-contiguous property upon the property owners' completion of the following: signing this contract, which also constitutes a deed restriction to be recorded with the Register of Deeds of Washington County; and signing annexation petitions which will be held in escrow by the City until the Common Council requests that the appropriate annexation petition be acted upon; and

**WHEREAS**, said property owners want to obtain from the City the right to connect to a public sanitary sewer to avoid the great expense of maintaining a private sewage facility; and

**WHEREAS**, City has agreed to serve said property with sanitary sewer service, and also with water service on the terms and conditions contained herein.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties as follows:

## **SECTION I – CITY’S OBLIGATIONS TO SERVE PROPERTY OWNERS**

- A. The City has designed, bid and constructed public mains, lift stations and other facilities sufficient to enable property owner to connect to City’s sanitary sewer.
- B. The City agrees that so long as the property owners comply with this agreement, the property owners will be provided with said service on the same terms and conditions as a resident of the City except as identified in Section II (I) and (J). If, for any reason, the terms and conditions of this agreement are not met and complied with by the property owners, City will have the right to refuse water main and sanitary sewer service to the property owners, and to have the right to impose upon said property owners terms and conditions different than those contained herein in addition to any other penalties that might be imposed by the failure to comply with this agreement.

## **SECTION II – PROPERTY OWNERS’ OBLIGATIONS TO THE CITY**

- A. Prior to recording this agreement, the property owners shall provide the City with title evidence acceptable to the City, showing that upon execution of this agreement, the property owners have indefeasible title to all interests in land described in this agreement.
- B. The property owners agree that the Sewer Service Ordinance of the City together with all other Ordinances that regulate the sewer user system are made a part of this agreement and any amendment adopted by the City revising the terms of said Ordinances are also incorporated herein when adopted.
- C. The property owners agree that the Water Service Ordinance of the City together with all other Ordinances and Public Service Commission rules that regulate the water distribution system are made a part of this agreement and any amendment adopted by the City revising the terms of said Ordinances or by the Public Service Commission reversing the terms of said rules are also incorporated herein when adopted.
- D. The property owners understand that they are being treated the same as City residents for sanitary sewer service purposes except as identified in Section II (I), (J), and (K) on the premise that when the property becomes contiguous to the City limits and/or becomes able to legally annex, the property described below can and will, subject to statutory notice requirements and a Common Council determination as to timing, be annexed to the City by an annexation ordinance without further action by the property owners.
- E. The property owners understand that if for any reason the terms and conditions of this agreement are not met and complied with by property owner, City will have the right to impose upon their terms and conditions different than those contained herein in addition to any other penalties that might be imposed by the failure to comply with the agreement.
- F. Simultaneous with this agreement the property owners are executing annexation petitions which by their terms will become effective when the property described herein becomes contiguous to the City, or is legally capable of being annexed, and at a time the City Council deems appropriate, it may act upon the appropriate petition. The City’s right to act upon the appropriate petition shall not be dependent upon the property owners connecting or not connecting to the City’s sewer and/or water systems.
- G. The property owners further agree that this agreement shall be recorded by the City with the Register of Deeds and shall constitute a deed restriction against the above-described property.

- H. The property owners agree that City may levy against the property herein any delinquent charges owed the City pursuant to Section 66.60 (16), Wis. Stats.
- I. The property owners agree that they will pay the City prior to connection to the public sewer and water the following: An extraterritorial reserve capacity fee of \$1,236.00 (in 2001); special assessment costs for sewer lines of approximately \$4,500.00; special assessment costs for water lines of approximately \$2,000.00. Said total special assessment amounts cover the cost of lines to the property line only and are subject to modifications due to extraordinary installation costs when final special assessments are determined. In addition, on an ongoing basis once connected, the property owners agree to pay to the City certain charges for sewer service pursuant to the City's sewer ordinance.
- J. For sanitary sewer service, presently extraterritorial customers are charged \$4.83 per 1000 gallons of water treated per month and a fixed charge amounting to \$15.00 per month for many hookups. The service charges will vary from time-to-time as amended by the City. Property owners agree to pay all present and future service charges as established by the Common Council.
- K. For municipal water service, presently extraterritorial customers are charged 125% of City water rates per month. The service charges will vary from time-to-time as amended by the City. Property owners agree to pay all present and future service charges as established by the Common Council.
- L. The property owners agree that neither they, nor their heirs or assigns, will sign any petitions to establish a sanitary district or a utility district that would include the above described property, and in the event a sanitary district or a utility district is petitioned for, they agree that they will attempt to have their property removed from said district.
- M. The property owners further agree that they will not participate in any respect in any action or litigation that would in any way negatively impact upon City's extraterritorial sewer, annexation-related deed restriction, or annexation powers.
- N. The property owners understand that the execution of the annexation petition to be held in escrow by the City, is an affirmation of their intent to annex the property at a future time. The property owners herein agree that in order to avoid the intentional creation of a nonconforming structure or nonconforming use, the property will be developed in conformance with City standards for zoning and site planning. The property owners agree that in addition to obtaining all necessary Town of Hartford approvals, to submit a site plan to the City Planner for approval prior to obtaining a building permit or commencing construction.

### **SECTION III -- SEVERABILITY**

Should any part of this agreement be declared by a Court of competent jurisdiction to be illegal, the City reserves the right to enforce the balance of this agreement or to terminate the agreement in its entirety.

### **SECTION IV -- TERM OF AGREEMENT**

This agreement shall terminate upon the date the property herein is annexed to the City.

### **SECTION V -- ASSIGNMENT**

The property owner may assign this agreement upon receiving written permission of the City. The City will not withhold its permission unreasonably. Any assignment approved by the City in writing will be of a

nature that will release the assignor of the obligations of this agreement with corresponding assumption of the obligations of this agreement by assignee.

**SECTION VI – BINDING EFFECT**

This agreement and the grants, consents, and waivers contained herein shall be binding upon the property owners and their heirs and assigns and shall run with the land described herein as a deed restriction.

**SECTION VII -- AMENDMENTS**

The City and property owner may, by mutual consent, amend this agreement. Any such future amendments shall be in writing.

**SECTION VIII -- INDEMNIFICATIONS**

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

THE PARTIES HERETO have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**CITY OF HARTFORD**

By: \_\_\_\_\_  
Scott M. Henke, Mayor

By: \_\_\_\_\_  
Marjorie C. Savana, City Clerk

STATE OF WISCONSIN    )  
                                  ) SS.  
WASHINGTON COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, the above named *Scott M. Henke, Mayor*, and *Marjorie C. Savana, City Clerk*, to me known to be the persons who executed the foregoing instrument as the officers, pursuant to authority granted by the City of Hartford Common Council on the 9th day of January, 2001.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, Washington County, WI  
My Commission is permanent. (If not,  
State expiration date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard L. Burki

By: \_\_\_\_\_  
Laura L. Burki

STATE OF WISCONSIN    )  
                                  ) SS.  
WASHINGTON COUNTY    )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2001, *Richard L. and Laura L. Burki*, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, Washington County, WI  
My Commission is permanent. (If not,  
State expiration date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Karen Christianson, City Attorney

Drafted by: *Daniel V. Moser, Assistant Planner, City of Hartford*  
RETURN TO:     O'Meara Law Offices  
                  P.O. Box 270478  
                  Hartford, WI 53027

## EXECUTIVE SUMMARY

**TITLE:                   TERMINATION OF 100% POLICE SCHOOL LIAISON OFFICER AGREEMENT BETWEEN THE CITY OF HARTFORD AND THE HARTFORD UNION HIGH SCHOOL DISTRICT**

### BACKGROUND:

HUHS Superintendent Walters called me to discuss the financial challenges regarding the police school liaison officer agreement in lieu of the COVID-19 pandemic. Walters wanted to modify the agreement in place. We discussed being outside the timing mechanism in the agreement that allows for both parties to terminate or modify the agreement. Considering the circumstances at the time of our call, there wasn't much the police department could do to accommodate the request outside of the agreement. In order to do so, we would have had to wait until we experienced a retirement, or some other form of attrition. I offered that if some unforeseen attrition occurred, I might be able to accommodate Walter's request outside the agreement and would follow up when that happened. It was never the City's intention to request termination or modification of the agreement, and unless requested, would not have revisited the agreement until June 30, 2021, as stated therein. As soon as I determined I had an opportunity to not fill the position of a retiring officer, I felt it could fulfill Walter's request to reduce the PSLO's at the high school by one officer, which I believed would help with the financial challenges Walters described were on the horizon. While the move may benefit HUHS financially, there is no advantage to the police department reducing staff in this area.

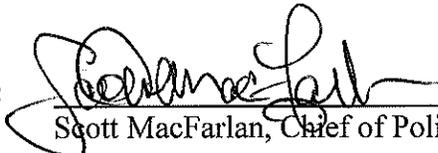
### FISCAL IMPACT:

HUHS was paying fully for the liaison officer they are requesting be terminated. Those funds are added to annual revenue. HUHS will continue to reimburse for the liaison officer's position they are requesting terminated until August 31, 2020. At that time, our revenue will go down by the amount we would have received for that liaison officer through fiscal year 2020. To shield the City from financial losses pursuant to the high school's early withdrawal from the agreement, the officer who will be retiring in July will not be replaced, but rather, we will absorb the officer who had been working in the liaison position back into patrol. The saving of expenditures in this area will offset any revenues we planned for. There may even be added revenues gained from mid-July to the end of August giving the City a net gain in revenue.

### RECOMMENDATION:

Staff recommends authorization of the Termination of Police School Liaison Officer Agreement between the City of Hartford and Hartford Union High School District.

PREPARED BY:

  
Scott MacFarlan, Chief of Police

DATE:

06/18/2020

**REVIEWED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Dawn Timm, Finance Director

**APPROVED BY:**  **DATE:** 6-18-20  
Steven Volkert, City Administrator

Committee Routing: Common Council - June 23, 2020

**TERMINATION OF POLICE SCHOOL LIASON OFFICER AGREEMENT  
CITY OF HARTFORD AND THE HARTFORD UNION HIGH SCHOOL DISTRICT**

Whereas, the City of Hartford (the "City"), through the City of Hartford Police Department (the "Police Department"), and the Hartford Union High School District (the "School District") entered into an agreement for the provision of a Police School Liaison Officer dated July 1, 2018 (the "Agreement"), and

Whereas, the School District has requested the termination of the Agreement and the City and Police Department have consented to the termination of the Agreement based on the terms and conditions herein.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The School District shall continue to reimburse the City for the cost of one police officer through August 31, 2020.
2. Except for the continuing obligation of the School District to indemnify the City and Police Department, pursuant to Section 11 of the Agreement, the Agreement shall be terminated August 31, 2020 and the School District shall have no further obligation to reimburse the City for the cost of one police officer.
3. The parties acknowledge that a separate agreement for the reimbursement of 68% of the costs of a school liaison officer shall remain in full force and effect.

**HARTFORD UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Walters, Superintendent

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, School Board President

**CITY OF HARTFORD**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Timothy C. Michalak, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steven Volkert, City Administrator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott MacFarlan, Chief of Police

**MISCELLANEOUS**

**COMMITTEE**

**REPORTS**

**FINANCE & PERSONNEL COMMITTEE**

**June 9, 2020**

PRESENT: Chairperson Rusniak, Members Kohler, Fulop, Sikora

ALSO PRESENT: City Administrator Volkert, City Clerk Hetzel

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

Roll Call – All members of the Committee were present.

Renewal Licenses – MOTION by Alderperson Kohler, and seconded by Alderperson Fulop recommend approving new bartender, renewal bartender, cigarette, and weights and measures licenses for the period July 1, 2020 through June 30, 2021. MOTION CARRIED.

Liquor License Extension of Premises – In an effort to provide a socially distancing Maxwell Street Day for residents and visitors the Chamber of Commerce is asking for an extension of liquor licensed premises for Main Street on July 8<sup>th</sup> from 10 a.m. to 8 p.m. to help support and promote business throughout the City. With approval, a liquor license establishment would be allowed to extend their license into a designated area in front of their business or a selected location on Main Street. The Chamber would provide the signatures of all licensed establishments requesting this one-day extension of licensed premises. Chamber Executive Director Scott Henke provided information on the proposal, and responded to questions.

MOTION by Alderperson Sikora, and seconded by Alderperson Kohler recommend granting a one-day extension of premises to liquor license establishments for Maxwell Street Day on July 8<sup>th</sup>. MOTION CARRIED.

Adjournment – MOTION by Alderperson Sikora, and seconded by Alderperson Kohler for adjournment. MOTION CARRIED.

Respectfully submitted,  
Lori Hetzel, City Clerk

LH:pb

FPJUN9.20

Compiled by Pat Borlen, Deputy Clerk

PLAN COMMISSION  
City of Hartford  
May 11, 2020  
Via Zoom

PRESENT: Chairperson Timothy C. Michalak, Vice-Chairperson Dennis Regan, Members Ralph Kuepper, Tony Anderek, Scott Henke, Tom Stapleton, and Alderperson Liaison Joe Kohler

ABSENT AND EXCUSED: None

ALSO PRESENT: City Planner Justin Drew, Casey Gabrielson, Dennis Hegy

Call to Order – Chairperson Michalak called the meeting to order virtually at 5:30 p.m., and welcomed Alderperson Liaison Joe Kohler, who replaces Alderperson Liaison Barry Wintringer. Chairperson Michalak welcomed back Ralph Kuepper and Scott Henke, whose terms have been renewed.

Minutes – Chairperson Michalak requested review of the minutes of April 13, 2020. Motion by Regan, second by Koehler to approve minutes of April 13. Motion carried.

Discussion and Consideration of a Second Amended Site Plan, Trade Tech Addition, 2231 Constitution Avenue

Executive Summary Review:

The Plan Commission approved an 18,012 square foot addition to the main building at 2231 Constitution Avenue in December 2019. Trade Tech then determined that the approved addition would be insufficient for their needs and the Plan Commission approved an 22,062 square foot addition in February 2020. Soon after that approval, Sarens came to them with an offer to be a tenant. Sarens is a large multinational company that makes very large cranes and Trade Tech makes and services parts for Sarens USA. Sarens USA is looking for a Midwest location and is seeking to partner with Trade Tech in a new larger addition. As a result, Trade Tech has submitted a new site plan proposal for a 56,305 square foot addition. Sarens USA will lease approximately the southern 25,000 square feet of the addition. In order to facilitate their current and long-term expansion plans, as well as to meet setback, lot coverage and impervious surface Code requirements, Trade Tech recently completed the purchase of two parcels to the south of their existing property from Quad Graphics and are combining all of the lots into one. The new larger lot will be 15.66 acres. Trade Tech is a full service machine shop including CNC machining, large machining, welding, fabricating and project management. They are surrounded by industrial properties to the north, south and east and Town of Rubicon land to the west. The proposed addition would be erected south of the original building, which was approved in 2006 and completed in 2007. The proposed addition is in the same general location south of the existing building but is much larger. The new addition meets all setback requirements (45-foot street yard,

25 foot side yard, 25 foot rear yard) of the M-4 district. Another change to the site plan is that the addition will have a flat roof rather than a pitched roof. The height of the proposed addition is 40 feet above grade, which meets the 45-foot maximum height allowed in the M-4 District. The addition would bring lot coverage to 14.0% of the new larger property, well below the 50% maximum lot coverage allowed by Code. In addition, the existing 5,000 square foot storage shed would be relocated to the east end of the property, behind the Glenn Hoepfner property. The shed meets setback requirements of the M-4 District. The property is in Zone B of the Wellhead Protection Overlay District, which has a maximum allowable impervious surface of 60%. After the addition and additional asphalt paving on the southeast side of the building, impervious surface would be 28.3% of the site. The new building will have 3 bays; one 75-foot Crane bay for Trade Tech, one 75-foot Crane bay for Sarens, and one 50-foot bay for storage, inspections, and staging product that will be split between Trade Tech and Sarens. Trade Tech will be moving their break room and adding bathroom/locker rooms to the northwest side. The old break room will be converted to a conference room. The addition building composition changed from a metal building to Precast because of height and expansion restrictions. The precast on the south side will be constructed so that the two overhead door openings will be entrances into the next addition and the precast wall will be a load bearing permanent wall. The new proposed addition is more consistent with the existing building and is an improvement from the previously approved plan. The plan proposes a new driveway entrance off of south Goodland for Sarens. This would provide access around the south end of the building as well as to a new parking lot for Sarens employees on the west side of the building. A new Trade Tech employee parking lot is proposed west of the existing building with a driveway access onto Constitution Avenue. Truck traffic would continue to enter from Constitution Avenue. All of the driveways meet width, setback and separation requirements. Stormwater on this property will drain to a new pond located on the southeast portion of the property. The City Engineer reviewed the stormwater management plan and found no areas of concern. A stormwater management maintenance agreement will need to be created by the Developer and recorded with the property. Water and electric service will be extended from the existing building to the addition. A new sewer lateral is proposed west of the building and addition in order to create the appropriate pitch and avoid the need for a force main to accommodate future expansion. New landscaping is proposed on the west side of the building addition. A more detailed landscape plan for Staff review will need to be submitted within 60 days of site plan approval. No new lighting is shown on the plan. If parking lot lighting is proposed, the Developer will need to submit a photometric plan meeting City requirements. Planning Staff recommended approval subject to creation of a stormwater management maintenance agreement meeting City requirements and submission of a landscaping plan within 60 days of Site Plan approval.

Plan Commission Discussion, Second Amended Site Plan, Trade Tech, 2231 Constitution Avenue

Mr. Drew reviewed the Executive Summary, noting the proposed conditions attached to the approval (creation of stormwater management maintenance agreement and submittal of a landscaping plan). Chairperson Michalak encouraged use of local companies in construction and asked about the anticipated date for getting the agreement and landscaping plan in. Mr. Drew noted the attendance of Casey Gabrielson and requested his input. Mr. Gabrielson noted that his company is located in Germantown and they use local companies for projects, and that submittals

are in the works and should be done by the end of next week. Groundbreaking is anticipated for early July. Member Kuepper asked for information on the force main location (off of Constitution) and noted he was in favor of the plan. Motion by Kuepper to approve the site plan. Alderperson Liaison Kohler asked if the motion was for approval including conditions. Chairperson Michalak confirmed. Alderperson Liaison Kohler seconded the motion as noted. Motion carried.

Meeting adjourned by call of Chair at 5:40 p.m.

Respectfully submitted,  
Justin Drew, City Planner

Compiled by Char Smelter, Planning Secretary

**FOR**  
**INFORMATIONAL**  
**PURPOSES**  
**ONLY**

CITY OF HARTFORD  
MONTHLY TREASURER'S REPORT  
MAY 2020

**City Bank And Investment Accounts**

Bank Accounts:

First National Bank

Concentration Account	Acct# 12555901	Average Monthly Balance \$666,137
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First Bank Financial Centre

DOD Rehab Loan Fund Acct	Acct# 55001017	Average Monthly Balance \$208,653
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Landmark Credit Union

DOD Comm Revit Loan Fund Acct	Acct# 0131028243	Average Monthly Balance \$666,964
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Investments:

Local Government Investment Pool	Current Balance \$11,284,767
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Charles Schwab	Current Balance \$15,965,169
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Certificates of Deposit At Local Banks	Current Balance \$4,500,000
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Municipal Investment Sweep Account (First Bank Financial Centre)	Current Balance \$2,500,000
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Respectfully submitted,



Dawn Timm  
Finance Director/Treasurer