

A G E N D A
CITY OF HARTFORD COMMON COUNCIL
VIRTUAL MEETING YOUTUBE LIVE
TUESDAY, APRIL 14, 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 front door of City Hall, the Back door of City Hall, and the front door of the Jack Russell Memorial Library. In addition, the Daily News (the official City newspaper) was given notice of this meeting along with the agenda at least 24 hours ago.

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) UNANIMOUS CONSENT AGENDA

A) Authorizing the purchase of seven squad mobile video recorders for a price not to exceed \$28,385. (Executive Summary attached)

5) COMMUNICATIONS

6) MAYOR'S REPORT

A) Proclamation – National Arbor Day.

7) ALDERMANIC REQUESTS

A) Any alderperson wishing to identify any pertinent information may do so; no action may be taken unless specifically identified on the agenda.

8) PUBLIC HEARINGS

A) Proposed amendment to the City of Hartford 2030 Smart Growth Plan

1) Opening of Hearing

2) Reading of Notice

3) Explanation of hearing by staff person

4) Appearances for

5) Appearances against

6) Discussion by Council

7) Closing of Hearing

8) Action: - Ordinance No. 1416– An ordinance revising the 2030 City of Hartford Smart Growth Plan. (Executive Summary attached)

B) Review of a rezoning request for 780 East Loos Street

1) Opening of Hearing

2) Reading of Notice

3) Explanation of hearing by staff person

4) Appearances for

5) Appearances against

6) Discussion by Council

7) Closing of Hearing

8) Action: - Ordinance No. 1417– An ordinance amending the zoning map. A part of ordinance 278. (Executive Summary attached)

9) STANDING COMMITTEE REPORTS

A) FINANCE & PERSONNEL

B) PUBLIC WORKS

C) UTILITY

10) RESOLUTIONS AND POSSIBLE ACTION THERON

A) Resolution No. 3568 – A resolution amending Resolution No. 3561 for the levying and collecting of special assessments under Section 66.0703 Wisconsin Statutes for the installation of sidewalk in Lake View Acres, 1st Addition Subdivision and 2001, 2003, 2007, and 2008 Lake View Drive and 40 S. Teri Lane located in Section 23 and Section 22, T10N R18E, City of Hartford Washington County, Wisconsin. (Executive Summary attached)

A) Resolution No. 3569 – A resolution for adoption of FFCRA (Families First Coronavirus Response Act). (Executive Summary attached)

11) ORDINANCES

A) FIRST READING AND POSSIBLE ACTION THERON

A) Ordinance No. 1418 – An ordinance creating Section 22.02(2)(n) of the Municipal Code regarding violation of Public Health Order. (Executive Summary attached)

B) SECOND READING AND POSSIBLE ACTION THERON

12) CITY ADMINISTRATOR'S REPORT

A) Fourth quarter General Fund unaudited results. (Memorandum 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

EXECUTIVE SUMMARY

TITLE: PURCHASE OF SQUAD MOBILE VIDEO RECORDERS FOR FISCAL YEAR 2020. (CIP #'s; 201-14-027)

BACKGROUND:

In the 2020-2024 C.I.P., a purchase price of \$32,800 for seven squad mobile video recorders was approved for 2020. Less trade in credit of \$3,500, the cost came to \$29,300. The current MVRs will be replaced due to the professionally recommended five year life-span of this type of technology. This project is to ensure that the department's fleet vehicles have current technology that ensures officer safety and effectively reduces liability for the city. This purchase also allows these units to remain compatible with the related hardware and firmware updates with which they must interact. The most recent quote is \$28,385. Less trade in credit of \$3,500, the cost comes to \$24,885. That is \$4,415 under budget.

FISCAL IMPACT:

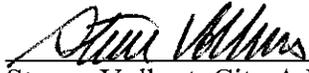
\$32,800 had been budgeted and approved for the squad mobile video recorders in the 2020 CIP. The cost to purchase the recorders now is \$28,385, resulting in a net gain of \$4,415.

RECOMMENDATION:

Staff recommends authorization for the appropriate city officials to purchase seven (7) squad mobile video recorders for a price not to exceed \$28,385.

PREPARED BY:  Scott MacFarlan, Chief of Police **DATE:** 04/02/2020

REVIEWED BY:  Dawn Timm, Finance Director **DATE:** 4/7/2020

APPROVED BY:  Steven Volkert, City Administrator **DATE:** 4/8/2020

Committee Routing: Common Council - April 14, 2020



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9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Hartford Police Department Mike Cummings 109 N. Main St. Hartford, WI 53027
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Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
HARWIO	CM2	FEDERAL EXPRESS	Net 30	Justin Appleberry	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
7	012-00042-00	Activation Fee	\$30.00	\$0.00	\$0.00	\$210.00
7	K001-00081-00	DVM-800 Complete Kit, V2	\$3995.00	\$0.00	\$0.00	\$27,965.00
7		Customer Loyalty Trade-In Credit	(\$500.00)	\$0.00		(\$3,500.00)

Notes:

Activation fee includes:

- Five year advanced exchange warranty activation.
- Support for the life of the product
- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- System Administrator & Troubleshooting Training
- Implementation Document Packet
- Go Live - Follow-up Review Session

Total Discount	\$0.00
Subtotal	\$24,675.00
Misc	
Tax	\$0.00
Freight	\$210.00
Total	\$24,885.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over



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these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty



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on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or



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regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be



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returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced



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Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



CITY HALL 109 NORTH MAIN STREET · HARTFORD, WI 53027

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community, and

WHEREAS, trees are a source of joy and spiritual renewal, and

WHEREAS, the City of Hartford has been recognized as a Tree City USA and Tree Line USA by the National Arbor Day Foundation and desires to continue its tree-planting ways, and

WHEREAS, the City of Hartford will hold the 2020 Arbor Day City Tree Planting at Willowbrook Park on April 24th.

NOW, THEREFORE, I, Timothy C Michalak, Mayor of the City of Hartford, do hereby recognize Friday, April 24, 2020 as: **NATIONAL ARBOR DAY**

And for the City of Hartford, I urge all citizens to continue throughout the year, efforts to care for our trees and woodlands and to support our City's community forestry program as well as urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Dated this 14th day of April, 2020

Signed:

Timothy C. Michalak, Mayor

Executive Summary

Ordinance No. 1416

Title: Proposed amendment to the City of Hartford 2030 Smart Growth Plan

Background: In 2010 the Plan Commission and Common Council approved the nine elements of the City of Hartford 2030 Smart Growth Plan and component Long-Range Land Use Map. The Long-Range Land Use Map was subsequently amended for small areas later in 2010, 2012, 2016, and 2018. During the Smart Growth creation process, Staff indicated that proposed changes were likely to come forward occasionally, primarily from land owners. The Plan Commission and Common Council can vote to change the City of Hartford 2030 Smart Growth Plan at any time.

Long-Range Land Use Map Function: Ideally the Long-Range Land Use Map should serve as a template of how the City views the current and future mix of land uses in and around Hartford. However, some of the land uses described in the Long-Range Land Use Map do not ideally describe the land use that exists or could appropriately exist in a given area. For example, in the downtown area, there are individual buildings that include residential, commercial and light industrial uses. This mix of uses is viable outside of the downtown as well.

Hartford's Long-Range Land Use Map, similar to its zoning ordinance, is based on the Euclidian model. The Euclidian model seeks to separate incompatible uses. However, over time this approach has served to separate almost all different uses, rather than just the incompatible ones. It is important that the City of Hartford keep zoning and land use flexible to ensure that compatible uses can be intermixed, thus creating more memorable and sustainable neighborhoods. Our focus in reviewing proposed land use plan amendments should be to identify and prohibit the incompatible uses, and be open to changes to the plan that are compatible with surrounding land use patterns.

Proposed Change: Staff recommends that the City of Hartford 2030 Smart Growth Plan and Long-Range Land Use Map be amended to reflect the following change:

780 East Loos Street: The adopted Smart Growth Plan identifies this area for medium density residential, mixed single and two family, 3.0 – 5.81 units/acre. The applicant is requesting commercial development, specifically B-4 Professional Office District. Surrounding areas are designated as follows:

North: Commercial and medium density residential (3.0 – 5.81 units/acre)

West: High density residential (8 – 11 units/acre), medium density residential (3.0 – 5.81 units/acre)

South: Park & open space (the area directly across Loos Street from this parcel)

East: High density residential (11 – 14 units/acre) and conservancy.

The portion of this parcel that is wetland is designated as conservancy and is not developable. Under the current land use designation, the developable portion (approximately 3.1 acres) would be expected to be developed with 9-17 residential units. The entire parcel is 6.35 acres. Per the recent wetland delineation, the entire southern portion of the property is wetland. This section of the property is closest to residential developments. The northern portion of the parcel (the area to be developed) is closest to commercial or intended commercial uses, with residential development or intended residential development only along the northwest corner of the parcel.

The applicant proposes an office building to house a consulting business. The business, Prescription Analytics, is currently located at 823 East Sumner Street. The proposed B-4 Professional Office

District is appropriate for the business and is an appropriate zoning for the parcel considering the uses surrounding the north section of the property.

Staff believes that the proposed zoning is an appropriate alternative to the Smart Growth/Long Range Land Use map designation of mixed single and two family development. The most recent wetlands designation removes most of the southern portion of the lot from residential development and a professional office building would be a less-intense use than multiple dwelling units located close to East Sumner Street's commercial corridor.

Recommendation: Staff recommends that the City of Hartford 2030 Smart Growth Plan/Long-Range Land Use Map be amended for 780 East Loos Street to allow for a rezoning to B-4 Professional Office District.

Prepared By: *J Justin Drew* 4-1-2020
Justin Drew Date
City Planner

Reviewed By: *Lori Hetzel* 4/1/2020
Lori Hetzel Date
City Clerk

Approved By: *Steve Volkert* 4/2/2020
Steve Volkert, Date
City Administrator

ROUTING: PLAN COMMISSION 4/13/2020
COMMON COUNCIL 4/14/2020

Ordinance No. 1416

An Ordinance Revising the 2030 City of Hartford Smart Growth Plan

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

SECTION 1: Pursuant to SS62.23(2) and (3), Wis. Stats., in 2009 the City of Hartford prepared and adopted a comprehensive land use plan as defined in SS66.1001(1)(a) and 66.1001(2), Wis. Stats.;

SECTION 2: Upon enactment of the Ordinance adopting the 2030 City of Hartford Smart Growth Plan the Common Council attached the following conditions:

1. The Common Council intends to amend the provisions of the plan as they see fit;
2. The Common Council may do simple or major adjustments at any time;
3. The Plan and local ordinances must be consistent and cannot be in conflict, and
4. Legislation encourages the City to complete an update every ten (10) years;

SECTION 3: In keeping with the above-noted conditions, the Common Council has reviewed and approved a requested amendment to the Smart Growth Plan intended to allow for Professional Office District Zoning at 780 East Loos Street;

SECTION 4: This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Signed: _____
Timothy C. Michalak, Mayor

INTRODUCED: April 14, 2020

ADOPTED:

Attest: _____
Lori Hetzel, City Clerk

Daily News:
March 13, 2020
64 Notices Sent

Notice of Public Hearing
City of Hartford Common Council
Smart Growth Plan Amendment

PLEASE TAKE NOTICE that a PUBLIC HEARING will be held at 7:00 p.m. or thereafter on **April 14, 2020** in the Common Council Chambers at the lower level of City Hall, 109 N. Main Street, by the City of Hartford Common Council for the purpose of considering a possible amendment to the City of Hartford 2030 Smart Growth Plan adopted by the Common Council in December 2009, and updated in 2010, 2012, 2016 and 2018.

The proposed amendment is intended to allow rezoning and approval for a professional office building at the property located at 780 East Loos Street, tax key number 36-2104-007-021.

A copy of materials and related information will be available for review by appointment at the City of Hartford Planning Office, top floor City Hall, Monday – Friday 7:30 a.m. – 4:30 p.m.

The purpose of said Public Hearing is to hear those persons who wish to express their opinions for or against the proposed changes to the Smart Growth Plan.

Dated this 13th day of March, 2020.

Lori Hetzel
City Clerk
City of Hartford

PUNJAB REAL ESTATE LLC
743 E SUMNER ST
HARTFORD WI 53027-0000

WILLOWBROOK APARTMENTS LLC
PO BOX 1723
BROOKFIELD WI 53008-0000

CHAD ELLIOTT, ANGELA ELLIOTT
620 KETTLE MORaine DR S
SLINGER WI 53086-0000

SCHULTZ RENTALS LLC
2710 STATE HWY 175
RICHFIELD WI 53076-

RICKEY L MULTHAUF, JEAN M
MULTHAUF
W474 POND RD
RUBICON WI 53078-0000

GERARD B ROETHLE, BARBARA A
ROETHLE
323 PINE RIDGE CT
SLINGER WI 53086-0000

JJR PROPERTIES LLC
4933 WILD LIFE RD SUITE 2
HARTFORD WI 53027-0000

SARAH A BUCHANAN, MARK A
BUCHANAN
759 E SUMNER ST
HARTFORD WI 53027-

LORALEE GERRIETTS, KATHLEEN
SMITHYMAN ET AL
833 E LOOS ST 1
HARTFORD WI 53027-0000

JON L PELTIER REVOCABLE TRUST
833 E LOOS ST UN 4
HARTFORD WI 53027-

RFS & ASSOCIATES LLC, FRANK STANGL
PO BOX 396
GERMANTOWN WI 53022-0000

C&T INVESTMENTS OF GERMANTOWN
LLC
3000 CTY HWY P
JACKSON WI 53037-

GERARD B ROETHLE, BARBARA A
ROETHLE
323 PINE RIDGE CT
SLINGER WI 53086-0000

JJC HOLDINGS LLC
385 SCHRAUFNAGEL DR
HARTLAND WI 53029-

PAMELA M EHRLICH
208 MISTY MEADOWS BLVD
HARTFORD WI 53027-

THOMAS H BRAULT, BEVERLY J BRAULT
773 E SUMNER ST
HARTFORD WI 53027-0000

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TRUST, et al
807 FAIRVIEW DR
HARTFORD WI 53027-

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100 BRAULT ST
HARTFORD WI 53027-

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MAXWELL L FRIEDERICHS
735 E LOOS ST
HARTFORD WI 53027-

DANIEL L SCHMITZ, PATRICIA A
SCHMITZ
1655 TARUS CT
CEDARBURG WI 53012-0000

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210 MISTY MEADOWS BLVD
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OCONOMOWOC WI 53066-

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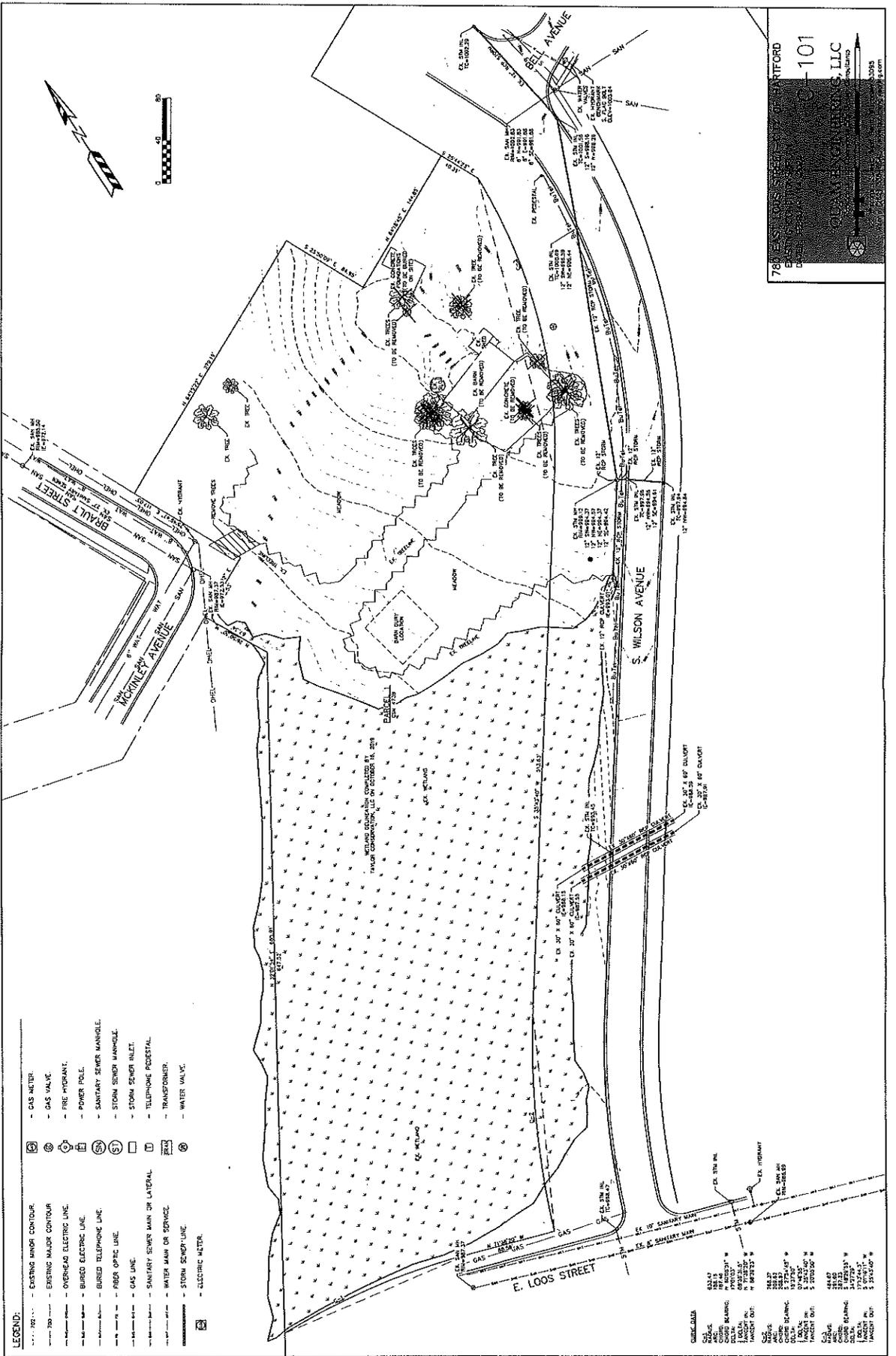
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917 E LOOS ST 4

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PURITY REAL ESTATE LLC
2301 SUN VALLEY DR #200
DELAFIELD WI 53018-0000

WILSON HEIGHTS LLC
250 N SUNNY SLOPE RD STE 290
BROOKFIELD WI 53005-



- LEGEND:**
- EXISTING MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - OVERHEAD ELECTRIC LINE
 - BURIED ELECTRIC LINE
 - BURIED TELEPHONE LINE
 - FIBER OPTIC LINE
 - GAS LINE
 - SANITARY SEWER MAIN OR LATERAL
 - WATER MAIN OR SERVICE
 - STORM SEWER LINE
 - ELECTRIC METER
 - GAS METER
 - GAS VALVE
 - FIRE HYDRANT
 - POWER POLE
 - SANITARY SEWER MANHOLE
 - STORM SEWER MANHOLE
 - STORM SEWER INLET
 - TELEPHONE PODIESTAL
 - TRANSFORMER
 - WATER VALVE

CURVE DATA

STATION	ANGLE	CHORD BEARING	PI						
1+00.00	90.00	N 00° 00' 00" W	100.00	100.00	100.00	100.00	100.00	100.00	100.00
1+50.00	90.00	N 00° 00' 00" W	150.00	150.00	150.00	150.00	150.00	150.00	150.00
2+00.00	90.00	N 00° 00' 00" W	200.00	200.00	200.00	200.00	200.00	200.00	200.00
2+50.00	90.00	N 00° 00' 00" W	250.00	250.00	250.00	250.00	250.00	250.00	250.00
3+00.00	90.00	N 00° 00' 00" W	300.00	300.00	300.00	300.00	300.00	300.00	300.00
3+50.00	90.00	N 00° 00' 00" W	350.00	350.00	350.00	350.00	350.00	350.00	350.00
4+00.00	90.00	N 00° 00' 00" W	400.00	400.00	400.00	400.00	400.00	400.00	400.00
4+50.00	90.00	N 00° 00' 00" W	450.00	450.00	450.00	450.00	450.00	450.00	450.00
5+00.00	90.00	N 00° 00' 00" W	500.00	500.00	500.00	500.00	500.00	500.00	500.00
5+50.00	90.00	N 00° 00' 00" W	550.00	550.00	550.00	550.00	550.00	550.00	550.00
6+00.00	90.00	N 00° 00' 00" W	600.00	600.00	600.00	600.00	600.00	600.00	600.00
6+50.00	90.00	N 00° 00' 00" W	650.00	650.00	650.00	650.00	650.00	650.00	650.00
7+00.00	90.00	N 00° 00' 00" W	700.00	700.00	700.00	700.00	700.00	700.00	700.00
7+50.00	90.00	N 00° 00' 00" W	750.00	750.00	750.00	750.00	750.00	750.00	750.00
8+00.00	90.00	N 00° 00' 00" W	800.00	800.00	800.00	800.00	800.00	800.00	800.00
8+50.00	90.00	N 00° 00' 00" W	850.00	850.00	850.00	850.00	850.00	850.00	850.00
9+00.00	90.00	N 00° 00' 00" W	900.00	900.00	900.00	900.00	900.00	900.00	900.00
9+50.00	90.00	N 00° 00' 00" W	950.00	950.00	950.00	950.00	950.00	950.00	950.00
10+00.00	90.00	N 00° 00' 00" W	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00

STIFFORD
-101
QUAM ENGINEERING, LLC
127 Wisconsin Street
West Bend, WI 53095
9/20/19

Executive Summary

Ordinance No. 1417

Title: Review of a Rezoning Request for 780 East Loos Street

Background: Keller Incorporated, representing Prescription Analytics, has requested rezoning for 780 East Loos Street (tax key number 36-2104-007-021), from A-1 Agricultural District to B-4 Professional Office District.

The property, with an East Loos Street address, borders on East Loos and South Wilson and extends north to Bell Avenue. Properties on East Sumner back up to its north border, and its west border runs along properties on Brault Street, McKinley Avenue, and Misty Meadows Boulevard.

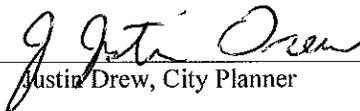
The property was originally part of a larger annexation that occurred in 1996 (see attached map, annexation 148). This annexation resulted in the extension of South Wilson and East Loos, and the development of the current multi-family and condo developments on the east side of South Wilson (Wilson Heights, Fox Haven and Willow Glen). A professional medical office development concept plan and B-4 rezoning was approved in 2005 for 150 South Wilson, north of what is now Wilson Heights Apartments. That development did not move forward but the parcel remains B-4 and conservancy zoning.

Prescription Analytics is a consulting firm specializing in supporting pharmaceutical, life science and bio-technology companies. They have outgrown their current location at 823 E. Sumner Street and have been looking for expansion opportunities that allow them to stay in the City. The proposed location at 780 East Loos Street was originally intended for residential development but given that the parcel has a large area made up of wetlands that is inappropriate for development, the lesser impact of a single professional office development makes sense.

The property is surrounded by single-family, multi-family and duplex units on the west; conservancy zoning to the south; multi-family, B-4 Professional Office, B-5 Highway Business District, and conservancy zoning to the east; and single-family and B-4 zoning to the north. The mixed-use nature of this area makes it a particularly good fit for B-4 zoning given the explanation of B-4 in the Municipal Code: ‘The B-4 Business District is intended to provide for individual or limited office, professional, and special service uses where the office activity would be compatible with neighborhood uses and not exhibit the intense activity of retail or wholesale business districts.’

The site plan for the proposed structures indicate plenty of room to meet setback requirements for the B-4 zoning and for required wetland buffer setbacks.

Recommendation: The Planning Staff recommends approval of the rezoning request from A-1 Agricultural District to B-4 Professional Office District at 780 East Loos Street.

Prepared By:  3/27/20
Justin Drew, City Planner Date

Reviewed By:  3/28/20
Lori Hetzel, City Clerk Date

Rezone, 780 East Loos Street

Approved by:  3-30-20
Steve Volkert, City Administrator Date

ROUTING: PLAN COMMISSION 4/13/2020
COMMON COUNCIL 4/14/2020

Ordinance No. 1417

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

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

SECTION 1: That the property known as 780 East Loos Street, tax key number 36-2104-007-021,

be and the same is hereby rezoned to B-4 Professional Office District.

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

Signed:

Timothy C. Michalak, Mayor

Introduced: April 14, 2020

Adopted:

Attest:

Lori Hetzel, City Clerk

Daily News:
March 27, 2020
April 3, 2020

**NOTICE OF PUBLIC HEARING
COMMON COUNCIL**

PLEASE TAKE NOTICE that a PUBLIC HEARING will be held at 7:00 p.m. or thereafter on April 14, 2020 in the Common Council Chambers at the lower level of City Hall, 109 N. Main Street, by the City of Hartford Common Council to consider the following:

Keller Inc. has requested the rezoning of the property known as 780 E. Loos Street, tax key number 36-2104-007-021, from A-1 Agricultural District to B-4 Professional Office District.

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

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

Dated this 27th day of March, 2020.

Lori Hetzel
City Clerk

PUNJAB REAL ESTATE LLC 743 E SUMNER ST HARTFORD WI 53027-0000	RFS & ASSOCIATES LLC, FRANK STANGL PO BOX 396 GERMANTOWN WI 53022-0000	WILLOWBROOK APARTMENTS LLC PO BOX 1723 BROOKFIELD WI 53008-0000
WILLOWBROOK APARTMENTS LLC PO BOX 1723 BROOKFIELD WI 53008-0000	C&T INVESTMENTS OF GERMANTOWN LLC 3000 CTY HWY P JACKSON WI 53037-	MAXWELL L FRIEDERICHS 735 E LOOS ST HARTFORD WI 53027-
CHAD ELLIOTT, ANGELA ELLIOTT 620 KETTLE MORAIN DR S SLINGER WI 53086-0000	GERARD B ROETHLE, BARBARA A ROETHLE 323 PINE RIDGE CT SLINGER WI 53086-0000	DANIEL L SCHMITZ, PATRICIA A SCHMITZ 1655 TARUS CT CEDARBURG WI 53012-0000
SCHULTZ RENTALS LLC 2710 STATE HWY 175 RICHFIELD WI 53076-	JJC HOLDINGS LLC 385 SCHRAUFNAGEL DR HARTLAND WI 53029-	GERARD B ROETHLE, BARBARA A ROETHLE 323 PINE RIDGE CT SLINGER WI 53086-0000
RICKEY L MULTHAUF, JEAN M MULTHAUF W474 POND RD RUBICON WI 53078-0000	PAMELA M EHRLICH 208 MISTY MEADOWS BLVD HARTFORD WI 53027-	JERRY A PAQUETTE, PHYLLIS E PAQUETTE 210 MISTY MEADOWS BLVD HARTFORD WI 53027-0000
GERARD B ROETHLE, BARBARA A ROETHLE 323 PINE RIDGE CT SLINGER WI 53086-0000	THOMAS H BRAULT, BEVERLY J BRAULT 773 E SUMNER ST HARTFORD WI 53027-0000	PRESCRIPTION ANALYTICS INC 823 E SUMNER ST HARTFORD WI 53027-0000
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SARAH A BUCHANAN, MARK A BUCHANAN 759 E SUMNER ST HARTFORD WI 53027-	JUSTIN LOETHER, STEPHANIE LOETHER 100 BRAULT ST HARTFORD WI 53027-	FIRST BANK FINANCIAL CENTRE 155 W WISCONSIN AVE OCONOMOWOC WI 53066-
LORALEE GERRIETTS, KATHLEEN SMITHYMAN ET AL 833 E LOOS ST 1 HARTFORD WI 53027-0000	DOUGLAS DANIEL GEHRING 833 E LOOS ST 2 HARTFORD WI 53027-	MARION B NOREEN 833 LOOS ST UN 3 HARTFORD WI 53027-
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DELAFIELD WI 53018-0000

WILSON HEIGHTS LLC
250 N SUNNY SLOPE RD STE 290
BROOKFIELD WI 53005-

3-20-20

To city of Hartford
Common Council

In regard to your notice of public hearing 4-14-20. I am totally upset & opposed to the rezoning & building of a professional building in a residential area. We had new apartments & housing around the corner. These are Wet Lands. I moved here for quiet & beauty of the nature & wildlife around me. Wilson is very busy as it is! Now you want to create more traffic and noise & unwanted extra people in area. This would devalue my home also! If you agree to this I will be forced to move out of Hartford. This is a disgrace to the area. I am going to contact the DNR - and discuss this with them.

Thank you
Pam Ehrlich

208 Misty Meadows Blvd. Hartford

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

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

Address of Subject Property: <u>780 E Loos St.</u>	
Tax Key Number: <u>36-2104007021</u>	
Legal Description or Metes & Bounds Description: _____	
Existing Zoning: <u>A-1</u>	Proposed Zoning: <u>B-4</u>
Existing Use: <u>Vacant Property</u>	
Proposed Use: <u>New 6,155 Sq. Ft. Office Building</u>	

Applicant Name: <u>Keller, Inc - Scott Lausten</u>		
Address: <u>W204 N11509 Goldendale Rd</u>		
City: <u>Germantown</u>	State: <u>WI</u>	Zip: <u>53022</u>
Daytime Phone: <u>(262) 250-9710</u>	Fax: _____	Other: <u>(262) 825-6163</u>
Owner Name: <u>Prescription Analytics, Inc</u>		
Address: <u>823 E Sumner St.</u>		
City: <u>Hartford</u>	State: <u>WI</u>	Zip: <u>53027</u>
Daytime Phone: <u>(414) 306-8200</u>	Fax: _____	Other: _____
Attorney Name: _____		
Address: _____		
City: _____ State: _____ Zip: _____		
Daytime Phone: _____ Fax: _____ Other: _____		

REQUEST FOR ZONING CHANGE:

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

EXECUTIVE SUMMARY

Resolution No. 3568

TITLE: A Resolution Amending Final Resolution No. 3561 for the Levying and Collecting of Special Assessments under Section 66.0703 Wis. Statutes for the installation of sidewalk in Lake View Acres, 1st Addition Subdivision and 2001, 2003, 2007, & 2008 Lake View Drive and 40 S. Teri Lane Located in Section 23 and Section 22, T10N, R18E, City of Hartford, Washington County, Wisconsin.

BACKGROUND: The Common Council adopted Final Resolution No. 3561 for the levying and collecting of special assessments for the installation of sidewalk in the Lake View Acres, 1st Addition subdivision and several adjacent properties at its meeting on February 25, 2020. The resolution authorized the installation of sidewalk during the 2020 construction and the collection of special assessments after the installation is complete. The resolution allowed for the special assessments to be collected as a one-time payment or collected in five equal annual payments.

In the time since the final resolution was approved, the COVID-19 pandemic has disrupted the economy and personal lives of many people. In response to COVID-19, the State of Wisconsin has declared a state of emergency and placed various restrictions on the gathering of people for the duration of the COVID-19 emergency. The restrictions on the gathering of people have caused businesses to close and unemployment to increase causing financial hardships for many families.

In response to the effects of COVID-19 on the economy, members of the Common Council have requested to delay payments of the special assessments for the sidewalk installation for one year. The attached resolution will amend Final Resolution No. 3561 by postponing the initial invoice for the special assessment until on or before July 1, 2021. The resolution will also be amended to allow payments to be collected in 5 annual payments for costs less than \$5,000.00 and 10 annual payments for costs equal to or greater than \$5,000.00.

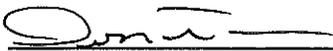
FISCAL IMPACT: The additional holding costs for the City to delay the collection of special assessments will not be collected as part of the special assessment.

STAFF RECOMMENDATION: Adoption of Resolution No. 3568, a Resolution amending Final Resolution No. 3561 for the levying and collecting of special assessments under Section 66.0703 Wisconsin Statutes for the installation of sidewalk on S. TERI LANE, ZUERN DRIVE, AND LAKE VIEW DRIVE in the Lake View Acres, 1st Addition Subdivision and 2001, 2003, 2007, & 2008 Lake View Drive and 40 S. Teri Lane, located in Section 23 and Section 22, T10N, R18N, City of Hartford, Washington County, Wisconsin.

PREPARED BY: Jason W. Schall 4-7-2020
Jason W. Schall Date
City Engineer

REVIEWED BY: Darryl Kranz 4-7-2020
Darryl Kranz Date
Director of Public Works

REVIEWED BY: Ian Prust 4-8-2020
Ian Prust Date
City Attorney

REVIEWED BY:  4/7/2020
Dawn Timm
Finance Director/Treasurer Date

APPROVED BY:  4/8/2020
Steve Volkert
City Administrator Date

ROUTING: Common Council - April 14, 2020

RESOLUTION NO. 3568

A RESOLUTION AMENDING FINAL RESOLUTION NO. 3561 FOR THE LEVYING AND COLLECTING OF SPECIAL ASSESSMENTS UNDER SECTION 66.0703 WISCONSIN STATUTES FOR THE INSTALLATION OF SIDEWALK IN LAKE VIEW ACRES, 1ST ADDITION SUBDIVISION AND 2001, 2003, 2007, & 2008 LAKE VIEW DRIVE AND 40 S. TERI LANE LOCATED IN SECTION 23 AND SECTION 22, T10N, R18E, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

WHEREAS, a public hearing was held by the Common Council on *February 25, 2020* in the Common Council Chambers at City Hall relative to levying and collecting special assessments from the owners of property located in the Lake View Acres, 1st Addition Subdivision and 2001, 2003, 2007, 2008 Lake View Drive and 40 S. Teri Lane as listed in Exhibit A and located in Section 23 and Section 22, T10N, R18E, City of Hartford, Washington County, Wisconsin; and

WHEREAS, the final resolution for this project was adopted by the Common Council as **Resolution No. 3561** on February 25, 2020; and

WHEREAS, the State of Wisconsin has declared a state of emergency and placed various restrictions on the gathering of people for the duration of the COVID-19 emergency; and

WHEREAS, the restrictions on the gathering of people have caused businesses to close and unemployment to increase,

WHEREAS, the City of Hartford has found it beneficial to adopt the following resolution delaying payment of the special assessments by one year for the affected property owners.

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

1) Paragraph 6 of Final Resolution No. 3561 be amended to read: The Finance Director is hereby directed to invoice the property owners on or before *July 1, 2021*, the entire amount as identified on the attached schedule to be due and payable as follows:

2) Paragraph 6 (ii) of Final Resolution No. 3561 be amended to read: Under a special assessment payment plan for those special assessments less than \$5,000.00, one-fifth (1/5th) of the invoice within thirty (30) days of the date of the invoice and the balance payable in four (4) equal annual payments due *September 1, 2022, September 1, 2023, September 1, 2024, September 1, 2025*, together with interest calculated on the outstanding balance at the rate of **4.0 %** annually, that rate being the City's borrowing rate, plus 1%.

3) Paragraph 6 (iii) be added to Final Resolution No. 3561 to read: Under a special assessment payment plan for those special assessments equal to or greater than \$5,000.00, one-tenth (1/10th) of the invoice within thirty (30) days of the date of the invoice and the balance payable in nine (9) equal annual payments due *September 1, 2022, September 1, 2023, September 1, 2024, September 1, 2025, September 1, 2026, September 1, 2027, September 1, 2028*,

September 1, 2029, September 1, 2030, together with interest calculated on the outstanding balance at the rate of **4.0 %** annually, that rate being the City's borrowing rate plus 1%.

Signed:

Timothy C. Michalak, Mayor

Introduced: April 14, 2020

Adopted:

Attest: _____
Lori Hetzel, City Clerk

EXECUTIVE SUMMARY

RESOLUTION 3569

ADOPTION OF FFCRA

BACKGROUND:

With the recently Federal enacted Families First Coronavirus Response Act effective April 1st, 2020, the City is responding by having this resolution which explains how our staff will be treated under this act.

As the majority of our staff is considered essential, and most of our staff are considered Emergency Response, how we administer this act may be different than how the majority of employers administer it.

ECONOMIC IMPACT:

This policy will have minimal negative impact as it is believed that this will result in reimbursable time off through FEMA funding.

RECOMMENDATION:

Staff recommends the passing of this Resolution to clarify how our different staff will be effected by the FFCRA.

PREPARED BY: Steve Volkert DATE: 4-8-2020
Steve Volkert, City Administrator

REVIEWED BY: _____ DATE: _____
Ian Prust, City Attorney

Committee Routing: Common Council April 14, 2020

RESOLUTION 3569

ADOPTION OF FFCRA

Whereas, the State of Wisconsin and City of Hartford have declared a state of emergency due to the COVID-19 crisis;

Whereas, Governor Evers has implemented Emergency Order #12- Safer at Home Order;

Whereas, the federal government has enacted the Families First Coronavirus Response Act (FFCRA) to address Family and Medical Leave (FMLA) issues.

NOW THEREFORE, the Emergency Government Commission do hereby declare:

- 1- All City of Hartford employees shall be deemed essential staff pursuant to the Safer at Home Order. Any employees with non-essential functions shall be reassigned to essential functions.
- 2- The attached FFCRA Policy is hereby adopted by the Emergency Government Commission pending final ratification by the Common Council at its next regularly scheduled meeting.

Signed:

Timothy C. Michalak, Mayor

ATTEST: _____

Lori Hetzel, City Clerk

INTRODUCED: April 14, 2020

ADOPTED: April 14, 2020

Introduction

The federal government has passed the “Families First Coronavirus Response Act” (FFCRA) to assist employees during the current public health emergency. As a covered employer, the City of Hartford will provide the temporary benefits required by the Act as summarized in this policy. This policy may change in response to any new or revised guidance issued by the Secretary of Labor or at City’s discretion.

Eligibility

All full-time and part-time employees, except emergency responders. For purposes of the FFCRA, the City has determined that Emergency Responders are defined as all Building Inspection, Building Maintenance, Fire, Police, Public Works, and Utility Department employees and all Department Heads. Additional benefits for Emergency Responders are provided below.*

Staff who have been employed fewer than 30 days are not eligible for the temporary expansion of FMLA (section B). If you are eligible for leave under sections A and B, the total amount of leave available is capped at 12 weeks.

A. Emergency Paid Sick Leave Act (EPSLA) Benefit

1. Full-time employees will receive up to two weeks (80 hours) of paid sick leave benefits to be used for Coronavirus-related absences. Part-time employees will receive a pro-rated paid sick leave benefit based on the number of hours you work on average over a two-week period. The full benefit for which you are eligible is available for immediate use.
2. You are not required to exhaust other forms of paid leave before using this new Coronavirus paid leave. The Coronavirus paid leave is in addition to any paid leave you already have. Paid leave under the EPSLA cannot be substituted for leave taken prior to the effective date of this policy.
3. This benefit is available to you if you cannot work (in person or remotely) for any of the following reasons:
 - a. You are subject to a federal, state, or local Coronavirus quarantine or isolation order;
 - b. You are advised by a health care provider to self-quarantine for Coronavirus concerns;
 - c. You are experiencing symptoms of Coronavirus and seeking a medical diagnosis;
 - d. You are caring for an individual who is under a Coronavirus quarantine or isolation order or has been advised by a health care provider to self-quarantine;
 - e. You are caring for a child whose school or child care provider has been closed or is unavailable because of Coronavirus;

- f. You are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.
4. The City may require you to provide a certification from a health care provider confirming the applicable circumstance of section 3 above.
5. The City will pay you the following amounts:
 - a. If you require leave for reasons 3(a), (b), or (c) above, The City will pay you your regular rate of pay, up to \$511 per day and/or \$5,110 in the aggregate.
 - b. If you require leave for reasons under 3(d), (e), or (f) above, you will receive two-thirds of your regular rate of pay, up to \$200 per day and/or \$2,000 in the aggregate.
 - c. If you do not have a set schedule of hours, paid sick leave is based on the average number of hours you were scheduled per day over the six-month period prior to use of the leave.
6. Your ability to use paid sick leave for purposes specified under the EPSLA will end upon termination of the qualifying event, or on December 31, 2020.
7. Paid leave under the EPSLA does not carry over year to year and unused leave is not paid out.

B. Emergency Family and Medical Leave Expansion Act (EFMLEA)

Under the EFMLEA, Family and Medical Leave is temporarily expanded to include a qualifying need related to the Coronavirus public health emergency, as described below.

1. You are eligible for the leave if you have worked at least 30 calendar days.
2. Under the EFMLEA, “qualifying need” is limited to circumstances where you cannot work (in person or remotely) because of your need to care for a child under age 18 due to a Coronavirus-related public health emergency school or child care closing/unavailability.
3. Pay for the temporary FMLA leave will be as follows:
 - a. The first 10 days of the leave are unpaid. You may elect to use the Emergency Paid Sick Leave Benefit (section A above) or any accrued paid leave during this time if available.
 - b. After the first 10 days, the City will pay you two-thirds of your regular rate of pay, up to \$200 per day and \$10,000 aggregate.
4. You will be entitled to reinstatement to the same or equivalent position once your leave ends.

5. Your total annual FMLA leave entitlement (both regular and this new temporary expansion) remains at 12 weeks per calendar year.

Conclusion

Please contact your Department Head or Human Resources if you have questions regarding this policy.

*** Emergency Responder Sick Leave Policy**

For employees who are eligible for paid sick leave under the City's current personnel policies and who are classified as Emergency Responders exempt from the benefits provided under the FFCRA, including the EPSLA and EFMLEA, the City will provide up to 80 hours of additional Emergency Responder Sick Leave to be used during the first fourteen calendar days by those emergency responders who are unable to work due to the following reasons:

1. The employee tests positive for COVID-19.
2. The employee is subject to a federal, state, or local Coronavirus quarantine or isolation order.
3. The employee is advised by a health care provider to self-quarantine for Coronavirus concerns.
4. The employee is experiencing symptoms of Coronavirus and seeking a medical diagnosis.

The City may follow up with an employee requesting such leave to obtain additional information and to advise the employee of other benefits available including FMLA benefits to run concurrently where permitted. The employee may also use his or her own paid leave. Emergency responders may request this leave in writing, including email to the Human Resources Director. Emergency Responder Sick Leave expires on December 31, 2020. The Emergency Responder Sick Leave benefit does not apply to employees covered by a collective bargaining agreement unless agreed to by the collective bargaining representative and the City.

EXECUTIVE SUMMARY

TITLE: Creation of Section 22.02(2)(n) Violation of Public Health Order

BACKGROUND:

On March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin. On March 25, 2020, the State of Wisconsin and Washington County have issued Orders under Chapter 252 of the Wisconsin Statutes relating to the COVID-19 crisis, and non-compliance with orders under Chapter 252, Wis. Stats., endangers the health and safety of the public and there constitutes a Public Nuisance affecting health.

FISCAL IMPACT:

Proposed bonds for this offense are listed below. There would be no negative financial impact. The financial impact, in terms of the fines that would be collected, is difficult to estimate. Additionally, it is important to note that the current and future health of our community are the primary impetus for the recommendation to adopt this ordinance rather than revenue generation.

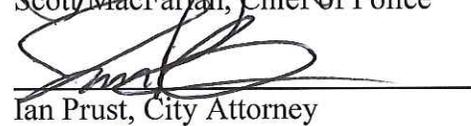
RECOMMENDATION:

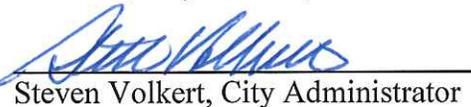
Staff recommends the creation of Section 22.02(2)(n) to the Hartford Municipal Code to read as follows:

22.02(2)(n) Violation of Public Health Order Any act, activity, or use that violates a public health order issued pursuant to Wis. Stats. 252.02 or 252.03.

Violations of this ordinance shall follow the bond schedule for 22.02 Public Nuisances.

PREPARED BY:  **DATE:** 04-01-2020
 Scott MacFarlan, Chief of Police

REVIEWED BY:  **DATE:** 4-8-2020
 Ian Prust, City Attorney

APPROVED BY:  **DATE:** 04-01-2020
 Steven Volkert, City Administrator

Committee Routing: Common Council - April 14, 2020

ORDINANCE NO. 1418

**AN ORDINANCE CREATING SECTION 22.02(2)(n)
OF THE MUNICIPAL CODE REGARDING VIOLATION OF PUBLIC HEALTH ORDER**

WHEREAS, the State of Wisconsin and Washington County have issued Orders under Chapter 252 of the Wisconsin Statutes relating to the COVID-19 crisis, and

WHEREAS, non-compliance with orders under Chapter 252, Wis. Stats., endangers the health and safety of the public and there constitutes a Public Nuisance affecting health.

NOW THEREFORE, the Common Council of the City of Hartford do ordain as follows:

SECTION 1. Section 22.02(2)(n) is hereby created to read:

(n) VIOLATION OF PUBLIC HEALTH ORDER. Any act, activity, or use that violates a public health order issued pursuant to Wis. Stats. 252.02 or 252.03.

SECTION 2. Bond Schedule. Violations of this ordinance shall follow the following bond schedule:

<u>ORDINANCE NUMBER</u>	<u>OFFENSE DESCRIPTION</u>	<u>DEPOSIT AMOUNT</u>	<u>PENALTY ASSM'T</u>	<u>JAIL ASSM'T</u>	<u>CRIME LAB DRUG FEE</u>	<u>COURT COSTS</u>	<u>TOTAL</u>
22.02	Public Nuisances						
	1 st	125.00	32.50	10.00	13.00	38.00	281.50
	2 nd	200.00	52.00	10.00	13.00	38.00	313.00
	3 rd	300.00	78.00	10.00	13.00	38.00	439.00

SECTION 3. This ordinance shall be effective upon passage and publication as provided by law.

Signed:

Timothy C. Michalak, Mayor

INTRODUCED:

ADOPTED:

ATTEST:

Lori Hetzel, City Clerk

Memorandum

To: City Council

CC:

From: Steve Volkert, City Administrator

Date: 4/7/2020

Re: Fourth Quarter General Fund Unaudited Results

Attached is the unaudited, preliminary, fourth quarter summary comparison of the past year to the four prior years for general fund revenues and expenditures.

The City was at 100.64% for total General Fund Revenues at the end of the prior year fourth quarter. Our total revenues were \$67k over anticipated for 2019.

The total General Fund expenses for the prior year fourth quarter was 96.89%. The total actual expenses was the least amount in the past three years. The total difference in actual vs. budget was \$327k under.

In total the City should be able to transfer (after audit) nearly \$400k to the fund balance for future use. This comes at a time in which we are experiencing a great loss in revenue (over \$200k) due to the Coronavirus which may be reimbursed by the Federal Government.

Each Department Head is made aware of any overages in expenses or shortfalls in revenues that makes the Finance Administrator take notice. We will be reviewing all other explanations.

City of Hartford
Forth Quarter Comparisons By Year

General Fund Revenues:

	2019	2018	2017	2016	2015
Overall Percentage of Revenues Collected	100.64%	101.35%	99.36%	99.83%	94.80%
Fourth Quarter Total Revenues	\$10,579,393.78	\$11,078,125.00	\$11,026,693.30	\$10,283,637.64	\$9,698,953.88
Total Budget	\$10,512,055.00	\$10,930,093.00	\$11,098,024.47	\$10,300,786.00	\$10,230,602.00
Difference Between Years	-\$566,070.00	\$51,431.70	\$743,055.66	\$584,683.76	\$488,397.76
Actual vs. Budget	\$67,338.78				

General Fund Expenses:

	2019	2018	2017	2016	2015
Overall Percentage of Expenses Used	96.89%	98.54%	97.31%	95.82%	94.93%
Fourth Quarter Total Expenses	\$10,184,923.16	\$10,770,675.58	\$10,799,562.10	\$9,869,826.99	\$9,686,175.50
Total Budget	\$10,512,055.00	\$10,930,093.00	\$11,098,024.47	\$10,300,786.00	\$10,203,727.00
Difference Between Years	-\$258,620.58	-\$28,886.52	\$929,735.11	\$183,651.49	-\$467,778.56
Actual vs. Budget	-\$327,131.84				
Surplus	\$394,470.62	\$307,449.42	\$227,131.20	\$413,810.65	\$12,778.38

MISCELLANEOUS

COMMITTEE

REPORTS

PLAN COMMISSION
City of Hartford
March 9, 2020

PRESENT: Chairperson Timothy C. Michalak, Vice-Chairperson Dennis Regan, Members Ralph Kuepper, Tony Anderek, Scott Henke and Alderperson Liaison Barry Wintringer

ABSENT AND EXCUSED: Member Tom Stapleton

ALSO PRESENT: City Planner Justin Drew

Call to Order – Chairperson Michalak called the meeting to order at 5:30 p.m. in the Common Council Chambers of Hartford City Hall, 109 N. Main Street.

Minutes – Chairperson Michalak requested review of the minutes of February 10, 2020. Motion by Regan, second by Anderek to approve minutes of February 10. Motion carried.

Appearances – Chairperson Michalak invited appearances. There were no appearances.

Discussion and Consideration of a Site Plan Review, Goeman’s Rapid Mart Addition, 2712 East Sumner Street

Executive Summary Review:

The owner proposes a 1,600 square foot addition to the west side of the existing building as well as a new fuel canopy west of the building. The property is zoned B-5 Highway Business District. The proposed building addition would be setback 50 feet from the East Sumner Street Right-of-Way (ROW) and 135 feet from the west property line and meets all setback requirements (40-foot street yard, 10-foot side yard) of the B-5 district. The new canopy would be setback 35 feet from the west property line and 85 feet from the East Sumner Street ROW, and also meets setback requirements. The new gas storage tank area would be setback 20 feet from the west property line and 18 feet from the north property line, and meets setback requirements. The height of the building would be 24.5 feet above grade, which meets the 35-foot maximum height allowed in the B-5 District. The changes would increase lot coverage to 14.3% of the property, below the 30% maximum lot coverage allowed by Code. The addition would be composed of a stone veneer wainscot and vinyl siding to match the adjacent car wash. Numerous windows would be present on the west façade and the drive through window on the south elevation would be moved west into the addition area. The brick on the existing building would be painted to complement the addition. The new canopy is proposed in BP’s latest design motif. Staff believes the overall design of the additions is appropriate and meets Code requirements. Impervious surface of the lot does not change. Water and electric service will be extended from the existing building to the addition. No additional landscaping is proposed or required. The photometric plan for the new canopy lights meets City requirements. Planning Staff recommended approval.

Plan Commission Discussion, Site Plan, Goeman's Rapid Martt:

Mr. Drew reviewed the executive summary. Chairperson Michalak requested comments. There were no comments. Motion by Henke, second by Kuepper to approve site plan for Goeman's Rapid Mart. Motion carried.

Discussion and Consideration of a Request to have a Private Driveway Dedicated as a Private Street for The Conservancy

Executive Summary Review:

In 2019 the City completed approvals for the Conservancy, a two-family and 4-family condominium development located at 1329-1345 South Wilson Avenue. The development consists of three 4-family buildings and eight 2-family buildings with a private driveway on 2.28 acres of land. The Developer, Greg James, has submitted a request to have the driveway dedicated as a Private Street rather than a driveway so that he can give the units Conservancy Court addresses rather than South Wilson Avenue addresses. The Developer claims that the South Wilson Avenue addresses create confusion and delivery issues, especially since the adjacent portion of South Wilson Avenue does not currently connect to segments of South Wilson Avenue to the north. Additional comments and arguments for the Private Street proposal from the Developer are attached. Section 7.24 of the Hartford Municipal Code lists a set of criteria that must be met in order to create a private street. The City has not allowed for the dedication of a private street in more than 20 years (the last two were Hartford Square and Serenity in the late 1990's). However, in the last 20 years numerous condominium and apartment developments have been created with private driveways. These include Willow Glen and Foxhaven condominiums, Gateway Estates apartments, Bridlewood condominiums, as well as Wilson Heights, Oriole Pond and Birch Crossing apartments. Private driveways tend to be narrower, lack curb and gutter, lack sidewalks, and are not signed as streets. Because of this, they are less expensive to build than Private Streets, which in turn are less expensive to build than Public Streets. The Developer can meet the procedural requirements of creating a private street by assigning maintenance responsibilities to the condominium association. The proposed street would be for residential purposes and the City of Hartford Official Map does not show this area as having a publicly dedicated street. No parking would be allowed on the private street, so a 6-foot wide parking lane would not be required. Given that the City has already approved the private driveway location and dimensions, the proposed private street would not be detrimental to the provision of emergency services or create an undue burden on traffic in terms of the width of the road. The development is projected to create approximately 175 average daily vehicle trips, well below the 800 allowed by Code for a private street. No curb and gutter are planned, but alternate drainage methods are provided. As a result, this criterion can be met with a 2/3 "Yes" vote of the Council. The proposed private street **does not** meet the required cartway width of 24 feet (22 feet is proposed). A 22-foot wide cartway is allowed in the case of a one-way street, but this is intended to be for two-way traffic. In addition, no sidewalk is planned for the proposed private street. This requirement can be waived with a 2/3 "Yes" vote of the Council if alternate pedestrian accommodations are provided. No alternate pedestrian accommodations are provided. Finally, Council needs to determine that it is in the best interest of the City to create a private street. Staff strongly believes that it is NOT in the best interests of the City to allow this private driveway to be dedicated as a private street. If approved, this action would set a precedent that would likely result in numerous other existing developments petitioning to have their private driveways reclassified as private streets, resulting in dozens of new streets and potential confusion for emergency services. Similarly, most new multi-family developments would request private streets instead of driveways.

In addition, this is a case of trying to have the best of both worlds; having the reduced cost of a driveway but the benefits of a street. Finally, the City has a long history of requiring that streets be public and available to the public.

Private streets blur the line between something that is intended for a public purpose and something that is intended for a private purpose. The City has only approved two private streets and none in the last twenty years because we don't like them. They create confusion for the City in terms of plowing and maintenance, and extra work for the City in terms of policing who can and cannot be on the private streets. Multiple developments have requested private streets during this time, but the other developers did not pursue the matter when it became clear that Staff would not support it. Given that the proposal does not meet all of the criteria in Section 7.24 of the Hartford Municipal Code for the creation of a Private Street, Staff recommended denial of the request to have a private driveway dedicated as a Private Street for the Conservancy, located at 1329-1345 South Wilson Avenue.

7.24 PRIVATE STREETS.

- 1) Scope. This Section is to provide for private streets, to be owned by an association of owners of the adjoining properties. A "Private" street may be created in a new subdivision or condominium plat, hereinafter collectively referred to as "Development", in accordance with the terms of this Section. The Common Council shall have discretion to accept or reject an application to create a private street.
- 2) Procedure. Application to create a private street in a new development shall be made by including:
 - (a) All necessary information to show compliance with the terms of this Section in the papers filed with the application for approval of the plat of development.
 - (b) Proposed articles of incorporation and proposed bylaws for a non-for-profit corporation to be formed, for all the owners of property adjoining the private street, to maintain the street and to carry out the responsibilities of the association under this Section. The Plan Commission will consider the proposal in conjunction with the planned unit development conditional use, and shall make a recommendation to the Common Council. The Common Council may accept or reject the proposal. If the Common Council accepts the proposal the not-for-profit corporation shall be formed, the owners of all of the property shall sign all documents necessary to create a covenant running with the land agreeing to abide by all of the requirements of the association, including the requirement to pay dues to the association sufficient to provide for present maintenance and future repairs and reconstruction of the private streets.
- 3) Guidelines. In determining whether to approve the private street under the terms of this Section the Common Council will consider the following guidelines:
 - (a) The street must be a residential street.
 - (b) The residents in the neighborhood desire to maintain the residential quality of the neighborhood.
 - (c) The density of development abutting the street must not result in an Average Daily Traffic (ADT) of more than 800.
 - (d) The private street will not create an undue burden on traffic. The Street Hierarchy of the City of Hartford shall not permit private streets, other than residential access streets and residential subcollector streets, as defined by Chapter 13 of the Municipal Code.
 - (e) The private street is not detrimental to the provision of emergency services to the adjoining residents or to existing or future residents in proximity to the development.
 - (f) It is in the best interest of the City, considering planning for the entire City, to create a private street.
 - (g) The private street does not conflict with mapped streets pursuant to the City of Hartford Official Map.
- 4) Requirements for a Private Street. Any private street created under the terms of the Section shall comply with the following requirements:
 - (a) Residential access streets and residential subcollector streets shall be constructed to the standard specifications of the City of Hartford except that the cartway width of a private street may be reduced to 24 feet wide for a two-way street or 22 feet wide for a one-way street.
 - (b) Where parking is permitted on one side of a private street side, a 6-foot-wide parking lane shall be constructed in addition to the cartway width requirements above.
 - (c) The Common Council may, upon 2/3 vote, waive the requirement for the installation of curb and gutter adjacent to a private street, provided that alternate drainage methods are provided.
 - (d) The Common Council may, upon 2/3rd vote waive the requirement for the installation of sidewalk adjacent to a private street, provided that alternate pedestrian accommodations are provided.

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

Plan Commission Discussion, Private Street, The Conservancy:

Mr. Drew reviewed the Executive Summary. Chairperson Michalak asked why these rules are still on the books if we never want to allow private streets again? Mr. Drew explained that there could be situations where a private street is in the best interests of the City. Chairperson Michalak asked if the City would be amenable if the driveway was re-engineered to 24' or would a walking path still be required. Mr. Drew noted that both items were required. Mr. Drew also noted that the code changes were made in part in response to the City's experience with the first Hartford Square development. Member Kuepper asked if any sidewalk was proposed along Wilson Avenue. Mr. Drew affirmed, a walking path is planned. Member Henke asked if the driveway was re-engineered to make it a one-way private street would that be acceptable. Mr. Drew noted that a walkway would still be required. Chairperson Michalak noted that the Common Council could grant a variance; Mr. Drew replied that the code language states 'provided alternate pedestrian accommodations are provide. Member Henke noted that a private street is private property and the police department would have no jurisdiction to enforce someone driving the wrong way on the one-way private street. Chairperson Michalak asked if anyone had questions for developer Greg James, who then took the podium to discuss options he had formulated, including sidewalks between the 4-family buildings and benches along Wilson Avenue. Mr. James also noted the careful process of informing buyers of requirements for parking and driving in his condo developments. Chairperson Michalak directed a question to Mr. Drew – could public be confused if a private sidewalk leads to a public sidewalk, and inadvertently trespass on Conservancy property? Mr. Drew affirmed. Mr. James noted that the homeowners association would need to decide if measures needed to be taken to discourage trespassing. Mr. James noted continuing issues with individuals and contractors finding the property due to Wilson Avenue dead-ending at the end of Summer Wind Subdivision, and Lee Road becoming Wilson on the other side of the development. Both issues are resulting in problems with finding the site, since the development is not yet 'on' GPS. Mr. James has sold 11 units already and owners are being carefully informed of their responsibilities and restrictions as part of the condominium, which includes not being allowed to park in their driveways. Mr. James asked the Plan Commission to consider the proposed changes and pass on a positive recommendation so the Council considers it. Member Henke asked when the Council meeting was scheduled. Mr. Drew noted that Council meets Tuesday, March 10. Chairperson Michalak reviewed the proposed changes and commented on Mr. James's willingness to be flexible, then asked if anyone wanted to move this forward, since he had already asked for a motion three times. Member Henke noted that this proposal moves forward with or without a Plan Commission recommendation. Mr. Drew explained that the Plan Commission had three options: approve, deny or take no action. Member Henke asked if there is actually nothing in front of the Plan Commission since the 24' width is not on the table. Mr. Drew noted that while it is not in front of the Plan Commission, members can take that into consideration. Member Kuepper asked if a street name change would make a difference. Member Henke asked if GPS would route individuals to the location. Mr. Drew noted that GPS would eventually (within a few months) begin routing people correctly with or without a name change. Member Henke asked Mr. Drew if he was comfortable with a 24' width along with a pathway as discussed. Mr. Drew stated that his recommendation would not change; his concern is precedent. Mr. Drew believes this is a slippery slope toward gated communities. No further action was taken.

Meeting adjourned by call of Chair at 5:56 p.m.

City of Hartford Plan Commission, March 9, 2020

Respectfully submitted,
Justin Drew, City Planner

Compiled by Char Smelter, Planning Secretary

FOR
INFORMATIONAL
PURPOSES
ONLY

City Of Hartford
2019 Cemetery Report

<u>Breakdown of Funerals</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
By Funeral Type				
Adult	48	54	43	47
Child	0	0	0	0
Infant	0	1	1	0
Cremation	28	41	23	31
Total	76	96	67	78
By Funeral Home				
Berndt	2	16	4	6
Phillips	0	1	5	1
Shimon	59	60	46	54
Other	8	13	4	6
No Funeral Home	7	6	8	11
Total	76	96	67	78
By Cemeteries				
Pleasant Hill				
Adult	27	34	25	30
Child	0	0	0	0
Infant	0	0	1	0
Cremation	17	20	15	23
	44	54	41	53
New Saint Kilians				
Adult	19	19	19	16
Child	0	0	0	0
Infant	0	1	0	0
Cremation	11	19	7	7
	30	39	26	23
Old Saint Kilians				
Adult	2	1	0	1
Child	0	0	0	0
Infant	0	0	0	0
Cremation	0	2	0	1
	2	3	0	2
Union Cemetery				
Adult	0	0	0	0
Child	0	0	0	0
Infant	0	0	0	0
Cremation	0	0	0	0
	0	0	0	0



STREET DEPARTMENT MONTHLY REPORT

March 2020

Curbside Solid Waste Pickup:

	Tons of solid waste ►	252.00	
252.00	◀ <i>Tons of solid waste <u>last month</u></i>		

Curbside Recycling Pickup:

	Paper & Cardboard AND Commingles in (Glass, Plastic, Cans) RECYCLING CART ►	85.63	
82.15	◀ <i>Tons of recyclables <u>last year</u></i>		

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

Plowed and Salted City streets & sidewalks	Picked up Brush	
Cleaned/Rebuilt/Repaired Catch Basins and Outfalls	Trimmed Trees throughout the City	
Removed snow from downtown & parking lots	Fixed Potholes	
Picked up Excessive Garbage on Fridays	Plowed and Salted at the Airport	
Resolved Recycling & Garbage complaints	Repaired & Replaced Street Signs as needed	
Repaired and maintained Snowplows and Trucks	Assisted Water Dept. with Water Main Breaks	
Delivered & repaired Recycling & Garbage Carts	EAB infected Tree Removal & Tree Trimming	
Inspected sidewalks for snow removal/hung door hangars	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	
3/7/2020	Assisted Parks and Recreation Dept. with a Burial	2.00	
3/9/2020	Repaired a Stop & Go light problem	2.00	
	MONTHLY TOTAL ►	4.00	
	<i>Previous year's Overtime Total ►</i>	93.90	