

**A G E N D A**  
**CITY OF HARTFORD COMMON COUNCIL**  
**ORGANIZATIONAL MEETING**  
**CITY HALL COUNCIL CHAMBERS**  
**TUESDAY JULY 26, 2016**  
**7:00 P. M.**

**1) CALL TO ORDER**

This is a regularly scheduled meeting of the Common Council of the City of Hartford. Prior to this meeting, notice was given to the public by posting an agenda on the City Office Meeting Board, Library Bulletin Board, and Police Bulletin Board. In addition, the Daily News (the official City newspaper) was given notice of this meeting and an agenda was placed in their City Office mailbox at least 24 hours ago.

**2) PLEDGE OF ALLEGIANCE**

**3) ROLL CALL**

**4) UNANIMOUS CONSENT AGENDA**

A) The minutes of July 12, 2016.

**5) COMMUNICATIONS**

**6) APPEARANCES/CITIZENS COMMENTS**

A) Wendi Unger from Baker Tilly to present the 2015 City of Hartford Financial Statements. (Executive Summary attached)

**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) STANDING COMMITTEE REPORTS**

**A) FINANCE & PERSONNEL**

1) Discussion and consideration of approving the following license: **(bartender)** Austin Krueger, John Fitzgerald.

**B) PUBLIC WORKS**

1) None.

**C) UTILITY**

1) None

**9) RESOLUTIONS**

A) None.

**10) ORDINANCES**

**A) FIRST READING**

1) Ordinance No. 1358 – An ordinance amending section 4.26 of the Municipal Code entitled Tourism Commission.

**B) SECOND READING**

1) None.

**11) CITY ADMINISTRATOR'S REPORT**

A) Discussion and consideration of approving the Development Agreement between Autumn Ridge Hartford, LLC and the City of Hartford for the Autumn Ridge Estates, Addition No. 1 Subdivision. (Executive Summary attached)

**12) MAYOR'S REPORT**

A) Washington County Board update.

B) Mayoral appointments: Jack Russell Memorial Library Board, Mark Smits.

**13) ADJOURNMENT**

**NOTE: Persons with disabilities requiring special accommodations for attendance at the meeting should contact the City Clerk at least one (1) business day prior to the meeting**

**CITY OF HARTFORD  
COMMON COUNCIL  
July 12, 2016**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, July 12, 2016, 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 Randolph approving the minutes of June 14, 2016 and June 28, 2016. MOTION CARRIED UNANIMOUSLY.

**COMMUNICATIONS**

There were no communications.

**APPEARANCES / CITIZENS COMMENTS**

There were no appearances / citizens comments.

**ALDERMANIC REQUESTS**

Alderperson Wintringer commented on the recent events in Dallas, Minneapolis and Baton Rouge. Alderpersons Mixon and Meyer commented on the active shooter/mass casualty training that the police department and fire/rescue department recently conducted at the Hartford Theatre. Alderperson Mixon mentioned that Maxwell Street Day is July 13<sup>th</sup>. Alderperson Kohler thanked everyone involved in the opening of the new Veterans Memorial Aquatic Center.

**STANDING COMMITTEE REPORTS**

**Finance & Personnel Committee**

**COMMON COUNCIL (7/12/2016)**

MOTION by Alderperson Wintringer, and seconded by Alderperson Meyer approving the following licenses: (bartender) Shelley Burmeister, Katy Halfman, Macy Hammen. MOTION CARRIED UNANIMOUSLY.

**RESOLUTIONS**

Resolution No. 3457

2017 Budget Policies

City Administrator Volkert provided information on the proposed 2017 budget policies, and responded to questions.

MOTION by Alderperson Randolph, and seconded by Alderperson Mixon for the adoption of proposed Resolution 3457. MOTION CARRIED UNANIMOUSLY.

Resolution No. 3458

**A RESOLUTION APPROVING THE FINAL  
PLAT OF AUTUMN RIDGE SUBDIVISION**

The City approved the first phase of the Autumn Ridge Final Plat in May of 2006. It included 28 single-family lots and 28 multi-family units. Now a new developer would like to complete a second phase of the subdivision, which would include the remaining 27 single-family lots. Because more than two years passed since the last final plat phase was approved, it needs to be approved again before a second phase of the final plat can be considered.

MOTION by Alderperson Mixon, and seconded by Alderperson Meyer for the adoption of proposed Resolution 3458. MOTION CARRIED UNANIMOUSLY.

**ORDINANCES  
(Second Reading)**

Ordinance No. 1356

**AN ORDINANCE ANNEXING TERRITORY TO  
THE CITY OF HARTFORD, WISCONSIN  
(Tax Key Number T6040200Y)**

The public hearing on the proposed annexation of 15.84 acres located north of the terminus of Liberty Avenue was held at the June 28, 2016 Common Council meeting. No action on the annexation was taken at that meeting pended review and input from the Department of Administration. The State has since reviewed the proposed annexation and finds it to be in the public interest.

**COMMON COUNCIL (7/12/2016)**

MOTION by Alderperson Jewell, and seconded by Alderperson Wintringer for the adoption of proposed Ordinance 1356. MOTION CARRIED UNANIMOUSLY.

**CITY ADMINISTRATOR'S REPORT**

MOTION by Alderperson Mixon, and seconded by Alderperson Jewell authorizing appropriate City officials to purchase 1,200 tons of sodium chloride (road salt) from Compass Minerals, Kansas, through the Wisconsin Department of Transportation State Road Salt bid at a cost not to exceed \$65.28 per ton delivered between January 1, 2017 and April 30, 2017, with a Reserve of 240 tons if needed. MOTION CARRIED UNANIMOUSLY.

**CLOSED SESSION**

MOTION by Alderperson Mixon, and seconded by Alderperson Wintringer that the Common Council move into closed session under § 19.85 (1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session" regarding proposed Downtown TID and proposed development on North Pike Lake Drive; the Common Council to reconvene in open session for adjournment only. ROLL CALL: "Ayes" 9 "Nays" 0. MOTION CARRIED UNANIMOUSLY.

**RETURN TO OPEN SESSION**

MOTION by Alderperson Mixon, and seconded by Alderperson Randolph to return to open session at 8:29 p.m. MOTION CARRIED UNANIMOUSLY.

**ADJOURNMENT**

MOTION by Alderperson Mixon, and seconded by Alderperson Randolph for adjournment at 8:29 p.m. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,  
Lori Hetzel, City Clerk

LH:pb  
CCJUL12.16  
Compiled by Pat Borlen, Deputy Clerk

**City of Hartford  
Executive Summary of  
2015 Audit of City's Financial Statements  
Meeting Date – July 26, 2016  
Presented by: Wendi M. Unger, CPA, Partner**

A. Communications with Council

1. Auditor's Report - Financial statements are presented fairly – change in accounting principles.
2. Letter dated June 20, 2016 – The audit went well and we received the full cooperation of City personnel.
  - **Internal control over financial reporting** – During the audit we identified one material adjustment that is required to be included in the financial statements. This is not uncommon for an organization of your size, but we must inform you of this fact.
  - **Other comments and recommendations** - We have identified accounting and control system issues that should be addressed by management during 2016.
  - **General audit communications** – All are normal and customary communications for us to fulfill our professional responsibilities related to the audit.
3. Reports for CDA including Housing Action Inc., Harthaven and Washington Heights, LLC indicate the statements are presented fairly. Cash flow position of the CDA needs to continue to be monitored. CDA will do some mid-year analysis. No other matters warrant noting.

B. Financial statement highlights

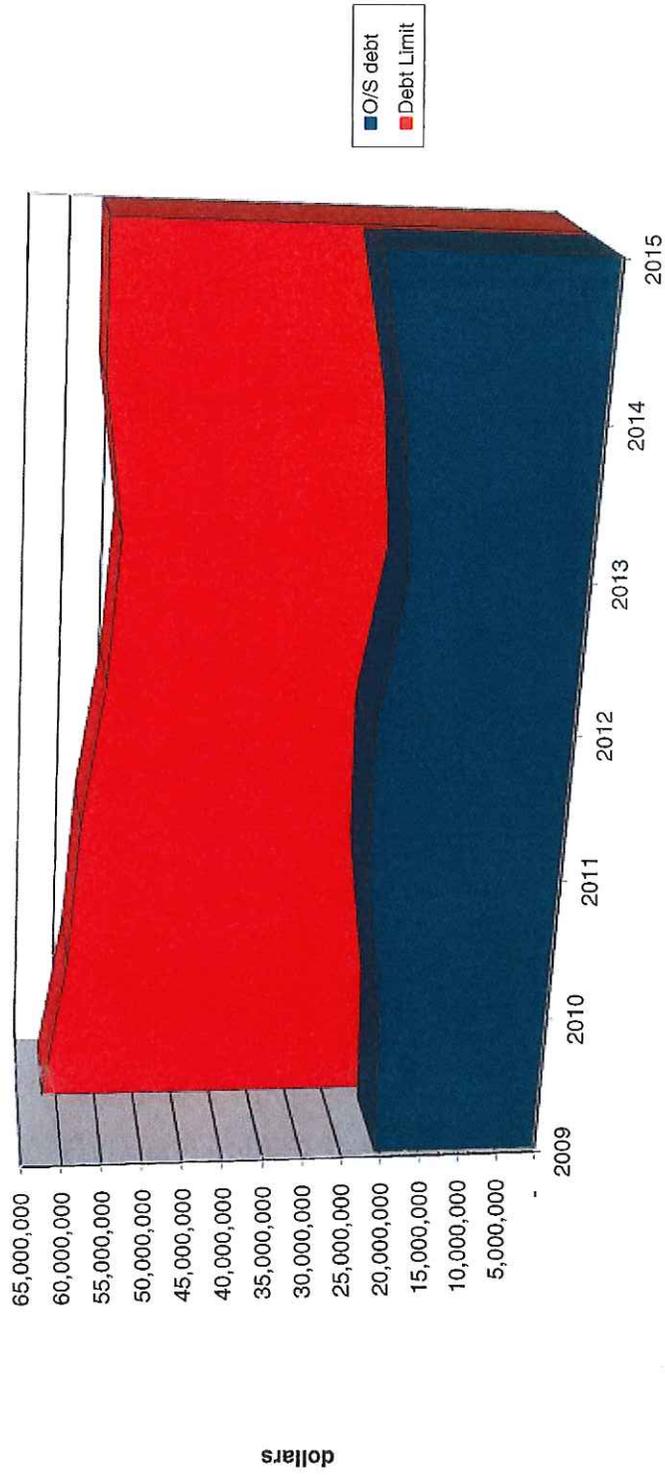
1. **Management Discussion and Analysis** (Pages 4 – 12) – narrative report with financial highlights and condensed financial information. It reports significant financial highlights and includes:
  - **Condensed Balance Sheet** (Page 7) - Presents the City's net position for 2015 at \$124 million compared to \$116 million in the prior year. The City's net assets represent net investment in capital assets of \$99 million, \$7 million restricted for various purposes including future debt payments and \$18 million unrestricted.
  - **Condensed Income Statement** (Page 8) – Presents the City's operating results for all activities shows the increase in net position of \$5.05 million in 2015 compared to the 2014 increase of \$2.4 million. Expenses decreased in 2015 from 2014 levels in several functional categories.

B. Financial statement highlights (continued)

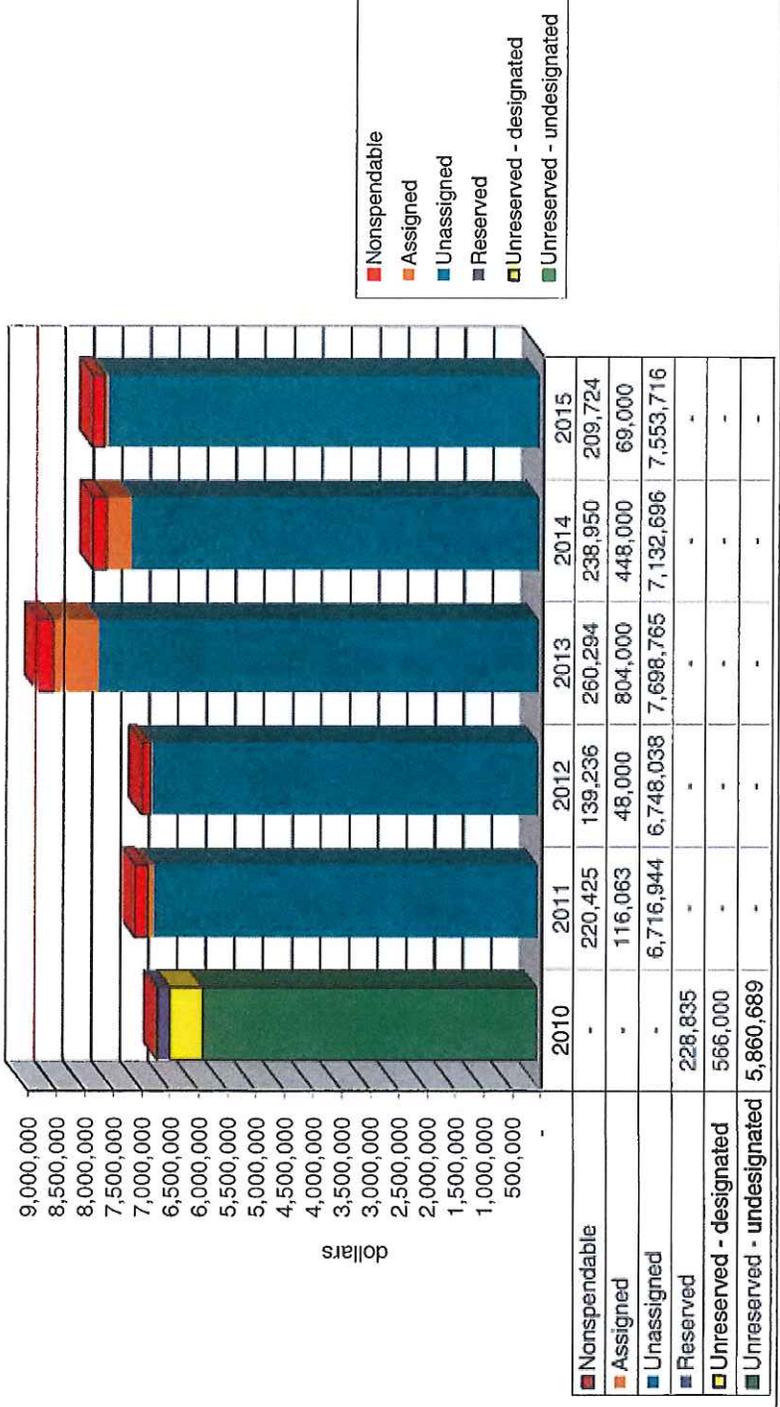
2. **Budgetary comparison** (Page 88) - General Fund revenues and expenditures shows the City budgeted for a decrease in fund balance of \$455,500. However, actual results increased fund balance by \$12,794.
3. **Electric, Water and Wastewater Financial Statements** (Pages 20 – 23) – Discloses details of each utility's net assets, operations and cash flows for 2015. The Electric, Water and Wastewater Utilities generated an increase in net assets this past year. Cash flow for the water utility needs to be monitored with evaluation for the possible need for a rate study done.
4. **Long-term Debt** (Pages 55 – 60) - Discloses all of the City's long-term obligations at \$52.3 million which is a slight increase over 2014 balance. The City borrowed \$9.475 million in 2015 and \$5.215 million of new debt in 2014. The City has the capacity to borrow an additional \$28.9 million on a general obligation basis.
5. **GASB 68/71** (Pages 75-79) – new standard implemented effective January 1, 2015. Restatement of beginning net position required.
6. **Fund balances** - Discloses the following:
  - **General Fund fund balance at \$7.8 million with approximately \$7.6 million unassigned and available for working capital.**
  - **Debt Service fund fund balance was \$937,297 which is restricted for debt repayments.**
  - **Veterans Park Pool Project – Capital Projects fund had slightly over \$2 million in fund balance.**
  - **The nonmajor fund balances total \$4.4 million** for the loan programs, library, TID #5, transportation, recreation center and various capital improvements and other special purposes.

C. Questions and Comments

# Outstanding GO Debt and Debt Limit



# General Fund Equity



ORDINANCE NO. 1358

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AN ORDINANCE AMENDING SECTION 4.26  
OF THE MUNICIPAL CODE ENTITLED TOURISM COMMISSION

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The Common Council of the City of Hartford do ordain as follows:

SECTION 1. Section 4.26 entitled TOURISM COMMISSION, is hereby amended to read as follows:

Section 4.26 TOURISM COMMISSION.

1) Creation. The Tourism Commission is established pursuant to the requirements of Section 66.0615, Wis. Stats.

2) How Constituted. The members of the Tourism Tax Commission shall be appointed by the Mayor, subject to confirmation by the Common Council, on the first Council meeting on or after the third Tuesday of April after each municipal election or as soon thereafter as may be. All Commissioners shall serve for a term of one (1) year, at the pleasure of the Mayor, and may be reappointed. The Commission shall have the following members, appointed by the Mayor:

- (a) Two (2) ~~Alders~~ ~~persons~~ **elected officials**;
- (b) A representative of City staff;
- (c) A representative of the Wisconsin Hotel and Motel Industry; and
- (d) A representative of the Hartford business community, for example, the Director of the Chamber of Commerce, a member of the BID, or a member of the Hartford Area Development Corporation.

3) Duties.

- (a) The Commission shall meet regularly, and, from among its members, it shall elect a Chairperson, Vice Chairperson and Secretary.
- (b) The Commission shall report any delinquencies or inaccurate reporting regarding room tax to the City.
- (c) The Commission shall distribute all room tax proceeds received from the City in accordance with Section 66.0615, Wis. Stats.

SECTION 2. This ordinance shall be effective upon passage and publication as provided by law.

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Timothy C. Michalak, Mayor

Introduced: July 26, 2016

Adopted: \_\_\_\_\_

ATTEST:

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Lori Hetzel, City Clerk

**EXECUTIVE SUMMARY**

**TITLE: Review of the Development Agreement between Autumn Ridge Hartford, LLC and the City of Hartford for the Autumn Ridge Estates, Addition No. 1 Subdivision**

**BACKGROUND:** The City approved the first phase of the Autumn Ridge Final Plat in May of 2006. It included 28 single-family lots and 28 multi-family units. The first phase is mostly built out and all streets and utilities within that phase are constructed. Now a new developer is completing a second phase of the subdivision, which includes the remaining 27 single-family lots.

Because more than two years passed since the last final plat phase was approved, the Council needed to approve a preliminary plat again before a second phase of the final plat could be considered. The Council approved this preliminary plat in March of 2016, and the Final Plat in July, 2016.

The development agreement primarily deals with the Autumn Ridge Estates Addition No. 1 plat, but also ties in the new development with the existing homeowner's association as well as assigns outlot maintenance responsibilities equally for all of the single family lots in both the original phase of Autumn Ridge Estates as well as the Addition No. 1.

The Developer is paying for all of the improvements, as is customary, and dedicating the public improvements (street, utilities, sidewalk) over to the City. Overall, the agreement is standard for developments in the City.

**RECOMMENDATION:** The Planning Staff recommends approval of the Development Agreement between Autumn Ridge Hartford, LLC and the City of Hartford for the Autumn Ridge Estates, Addition No. 1 Subdivision.

**Prepared By:** Justin Drew 7/20/16  
Justin Drew, Date  
City Planner

**Approved By:** Steve Volkert 7/20/16  
Steve Volkert, Date  
City Administrator

ROUTING: COMMON COUNCIL 07/26/16

**DEVELOPER'S AGREEMENT  
AUTUMN RIDGE ESTATES  
ADDITION NO.1**

This agreement made and entered into this \_\_\_\_ day of July, 2016 by and between *Autumn Ridge Hartford, LLC* (the "Developer") and the *City of Hartford* (the "City").

**RECITALS**

**WHEREAS**, the Developer is the owner of land located in the City and proposes to subdivide, develop and improve those certain lands known as Autumn Ridge Estates Addition No.1 Subdivision, described in the attached Exhibit A, and shown on the attached Exhibit B, and desires to install those public improvements listed in Section III herein, and

**WHEREAS**, the Developer shall submit a Final Plat of *Autumn Ridge Estates Addition No.1 Subdivision* to the City for its approval pursuant to Chapters 12 and 13 of the Municipal Code and Chapter 236, Wisconsin Statutes, and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION I. DEFINITIONS**

For the purposes of this Agreement, the following terms are defined below.

1. Home Owner's Association: The organization comprised of Lots 1 – 28 of Autumn Ridge Estates and Lots 29-55 of Autumn Ridge Estates Addition No.1 and assigned maintenance responsibilities for Outlots 1, 3 & 4 of Autumn Ridge Estates and Outlot 5 of Autumn Ridge Estates Addition No.1.

**SECTION II. LAND DIVISION**

**A. LAND USE**

The Development shall consist of the following land uses:

1. The Autumn Ridge Estates Outlot #2 shall be subdivided into Lots 29-55 of Autumn Ridge Estates Addition No.1 and shall conform to the requirements of the Rs-4 Single-Family District.
2. Outlot #5 of Autumn Ridge Estates Addition No.1 shall be reserved for stormwater management purposes.
3. A portion of Outlot #5 shall be preserved as wetland conservancy.

**B. PLATTING AND PHASING**

1. Within five (5) business days after approval and signature of this agreement, the Developer shall provide the City Clerk with a business check payable to Washington County Register of Deeds sufficient for the recording fees for this Agreement. The City shall cause this agreement to be recorded and shall provide the Developer with evidence of the recording.

2. Within thirty (30) days after approval by all approving authorities, and waiver of objection by all objecting authorities, the Developer shall provide the City Engineer with a fully recordable Final Plat containing all necessary information and signatures, together with a business check payable to Washington County Register of Deeds sufficient for the recording fees for the Plat. The City shall cause the Final Plat to be recorded and shall provide evidence of the recording.

3. The newly created lots 29-55 shall be added to the existing lots so that each lot shall have a 1/55<sup>th</sup> undivided ownership interest in Outlot 1, 3 & 4 of Autumn Ridge Estates and Outlot 5 of Autumn Ridge Estates Addition No.1.

5. The Developer and City agree that the land division and the installation of improvements described in Sections II and III shall occur in a single phase.

6. Prior to recording of the Final Plat of the Development, the Developer shall provide the City Attorney with title evidence acceptable to the City showing that upon recording the Final Plat, the City will have good, indefeasible title to all interests in land dedicated or conveyed to the City by the Final Plat.

C. SURVEY MONUMENTS

1. Following recording of the Final Plat and construction of the improvements, certification will be provided to the City Engineer that all survey or other monuments required by statutes or ordinance have been properly placed and installed. Any existing monuments disturbed during construction of improvements shall be restored by the Developer.

D. DEDICATIONS AND EASEMENTS

1. All water, sanitary sewer, storm water, and utility easements are hereby dedicated to the City and shall grant the City the right to construct, install, maintain, inspect, repair, and replace the designated improvements in, on, over, or under the easement or permit others to do so. No use of such easement property shall be made which interferes with the City's rights. The City's only obligation to restore easement property after any use by the City shall be to grade the soil, replace the topsoil, and restore grass as needed.

2. The Final Plat shall show ten (10) foot side yard and twenty (20) foot rear yard electric utility easements meeting Hartford Utility requirements in all locations required to provide electrical services to the lots. Rear lot line easements shall be placed so they are outside ponds, environmental corridors, tree stands to be retained, and/or berm areas. Said easements shall also be connected through Outlots, as Hartford Utility shall determine. If for any reason an easement is omitted on the Final Plat, any lot owner shall be required to execute a recordable document to establish the easement of record. No compensation shall be paid for said easement.

E. DEED RESTRICTIONS

1. All requirements outlined below in Section II (E) (2-6) shall be the responsibility of the Developer until such time as the Lots and Outlot are incorporated into the Residential Owner's Association by the recording of an Amendment to the Declarations of Restrictions for Autumn Ridge Estates.

2. For the single-family lots, the Developer shall cause to be prepared and shall submit for review and approval by the City prior to Final Plat approval, a draft Amendment to the existing Declarations of Restrictions for Autumn Ridge Estates. Upon recording of the Final Plat, the Developer shall provide evidence to the City that the approved Amendment has been placed on all affected lots, including items addressed in remaining paragraphs in this sub-section.

3. The Residential Owner's Association shall be responsible for grass, tree, and property maintenance of Outlot#1 as well as the Walnut Court Cul-de-sac Island.

4. For all corner Lots the grading plan shall mandate in which direction the driveway shall face. There shall be no driveway access to CTH "K".

5. No lot owner may vary any lot grade within a portion of a lot by more than three inches in any location until one year after the last occupancy permit has been granted in the Development, and then only by first demonstrating that any grade change will have no negative storm water impact on adjoining pads, lots or the Development as a whole. The City shall have the right to require any petitioner to provide a grading plan prepared by a licensed surveyor or engineer attesting that any proposed grade change will not have a negative impact.

6. Outlot #5 and the areas outside of the stormwater management basin on Outlot #5 shall be seeded prior to the granting of the first residential occupancy permit.

### **SECTION III. REQUIRED IMPROVEMENTS**

All improvements shall be installed in accordance with the City's Standardized Development Specifications Manual dated 04/12/11, along with any later revisions.

#### **A. GRADING, EROSION CONTROL, AND STORM WATER MANAGEMENT**

1. The Developer shall grade consistent with the Grading Plan as updated May 09, 2016 and Stormwater Management Plan for the Development, dated February 13, 2006. The City shall have fifteen (15) business days to approve or deny any requested changes to the Grading and Stormwater Management Plan.

2. The Developer shall install at its expense, and in accordance with the Grading Plan and Stormwater Management Plan for the Development, all storm sewer mains, detention ponds and appurtenances within the Development, in accordance with the standard specifications of the City and as approved by the City Engineer, capable of handling all on-site storm water. All storm sewer construction shall be done in accordance with Best Management Practices of the Wisconsin DNR. The Developer shall maintain all erosion control measures at its expense to the satisfaction of the City Engineer throughout construction, and following construction completion until such time that disturbed soils are stabilized to the City Engineer's satisfaction, following which silt fences and other erosion control devices shall be removed.

3. The Developer shall temporarily stabilize all disturbed areas in accordance with the City of Hartford's Standardized Development Specifications Manual Section 7, 4, g and n.

4. Any soil stockpiled by the Developer shall be reduced as construction of the homes progresses. Upon completion of 75% of the dwellings within the Development, the Developer shall keep on site only an amount of soil reasonably necessary to complete the remaining homes. All soil stockpiles shall be surrounded with erosion control fencing, stabilized per DNR standards, and at all times shall be maintained so they are free of weeds

5. The Developer shall establish ground cover throughout Outlot #1 in areas outside of stormwater management basins and wetlands. The Developer and later the applicable Home Owner's Association shall be responsible for maintaining grass in this area to the same standards as residential lawns. The City shall be granted an easement for access to the Outlot #1 stormwater detention ponds and shall be responsible for occasional maintenance related solely to maintaining the capacity of the stormwater detention pond. The City shall charge the Home Owner's Association for their proportionate share of maintenance, based on relative storm water flows as determined solely by the City. All lots in Autumn Ridge Estates and Autumn Ridge Estates Addition No.1 shall have an equal share of the costs for maintaining stormwater detention areas in the Outlots

6. The Developer shall maintain a continuing responsibility for erosion control and soil stabilization on Lots that the Developer owns until such time the Lot is sold.

B. STREETS

1. The Developer shall dedicate, design and install at its expense all streets within the Development in accordance with the plans prepared by its engineer and as approved by the City Engineer. All pavement width is described as face of curb to face of curb. This shall include the following Right-of-Way dedications:

- A 60-foot Right-of-Way with 36-foot (f-f) pavement for Autumn Ridge Lane north and west of East Monroe Avenue.
- A 60-foot Right-of-Way with 36-foot (f-f) pavement for Walnut Court. The cul-de-sac shall have a radius of 75 feet and contain a landscaped island with 30-foot width face-to-face pavement.

2. The Developer shall design and install at its expense all curbing on all streets within the Development to be paved in accordance with plans prepared by Developer's engineer and approved by the City Engineer.

3. The Developer shall install and maintain at its own expense barricades and traffic controls as required by the City Engineer.

4. No driveway access shall be allowed onto CTH "K".

5. The City shall not be responsible for the snowplowing for any public roads within or abutting the Development until said roads have received one asphalt lift and until any protruding utility appurtenance have received protective treatments such as manhole ramping to the satisfaction of the City Engineer.

6. The City shall install all street name signs and all traffic regulatory signs. The Developer shall reimburse the City within 30 days of billing for the cost of installing the signs.

7. All single-family residential driveways shall be paved to a width not exceeding 20 feet at the property line prior to the granting of a Conditional Occupancy Permit, following application to the City for a driveway approach permit. In the event that a Conditional Occupancy Permit is sought between November 15 and March 1 of the following year, the City will grant the Conditional Occupancy permit prior to driveway installation. In this event, the applicant shall install the driveway by May 15 of the following year. The City will not issue a Final Occupancy permit until the applicant installs the driveway as required.

C. PEDESTRIAN WAYS

1. 5-foot wide concrete sidewalks shall be installed within the public rights-of way on both sides of all streets within the Development. Developer shall install

sidewalks along outlots as part of the construction of the improvements for Phase 2. Sidewalks adjacent to the lots shall be installed by the lot owner.

2. The Developer shall ensure that sidewalk installation occurs along the entire Right-of-Way frontage of each lot prior to the lot owner applying for a Conditional Occupancy Permit. In the event that a Conditional Occupancy Permit is sought between November 15 and March 1 of the following year, the applicant of the Occupancy Permit shall place in an escrow account an amount as determined by the City Engineer sufficient to cover the expense of installing the required sidewalk. In this event, the applicant shall install the sidewalk by May 15 of the following year. If the applicant fails to install the sidewalk, the City may do so and use all or part of the escrow funds. If the escrow funds are insufficient to cover the entire cost of sidewalk installation, the balance of the sidewalk expense may be collected as a special assessment against the applicant's property.

D. SANITARY SEWER AND WATER SYSTEMS

1. The Developer shall place and maintain metal poles or maple hearts, 4 feet above grade and 4 feet deep adjacent to all waterstops, which may not be removed from any property until after an unconditional occupancy permit has been granted. The Developer, or current lot owner in the event the Developer has sold the lot, shall be responsible to certify that the water stop for a property is at the appropriate height before any occupancy permit is granted. The responsibility for the waterstop shall cease with unconditional occupancy.

2. One year after completion of sanitary sewer, the Developer shall, at the Developer's expense and under the City's supervision jet and if necessary, in the City's sole determination, televise the sanitary sewer. Any required reconstruction or repairs found during the cleaning and televising, in the City Engineer's sole determination, shall be at the Developer's cost.

E. ELECTRIC DISTRIBUTION SYSTEM

1. Hartford Electric shall design and install the local electrical distribution system, including street lamp poles, within the Development in accordance with the standard specifications of the City and as approved by the City Engineer and Utility Director. The Developer shall be responsible for the actual cost of installing the local electric distribution system, and prior to the Electric Utility commencing construction shall prepay the Utility Department an amount equal to the estimated cost enumerated in SECTION IV. At time of payment, the Utility shall provide the Developer with a letter agreeing to the timing of installation and shall work with the Developer to install the utilities prior to completion of the improvements.. If the Utility fails to install the utilities prior to the Developer completing the improvements, City will issue building permits in advance of the provisions found in Section VI, A. paragraph 1 of this Agreement.

2. Hartford Electric shall not be responsible for the installation of the local electrical system until the Development has been graded to within 6 inches of the final grade. The Developer shall provide the City Engineer with approved master grading and storm water management plans prior to requesting the installation of the local electrical distribution system. Any reconstruction of electrical appurtenance resulting from grade difficulties will be the financial responsibility of the Developer.

F. TRAFFIC SIGNALIZATION

None Required.

G. OTHER UTILITY SYSTEMS

1. The Developer shall cause telephone, cable TV, and natural gas utility systems and associated appurtenances to be installed within and where necessary, adjacent to the Development, to service each newly created lot.

H. STREET TREES AND LANDSCAPING

1. Concurrent with Final Plat submittal for the Development, the Developer shall prepare and submit to the City Planner at its expense a Master Street Tree and Landscape Plan (the "Landscape Plan") in accordance with the land Division, Zoning and Tree Ordinances, for all street rights-of-way, and the cul-de-sac island, in and abutting the entire Development. Prior to the City granting any building permits for single-family homes, the City Planner must approve a Master Plan (with required revisions, if any) after review by the City Forester.

2. The Developer shall provide finished seeding for all swales as well as all terraces within the Right-of-Way.

3. The Developer shall insure that each single-family lot owner installs two city-approved trees along any lot having a street frontage of 100 feet or less, or 3 city-approved trees along wider street frontages. Owners of single-family corner lots shall install at least a total of 3 city-approved trees along their total street frontage within the terrace.

I. DEVELOPMENT STANDARDS

To prevent monotony in design and color, to preserve the residential character of the streetscape, the Developer shall ensure that the following Developer standards are implemented:

1. Structures with identical front elevations shall not be located adjacent to each other or directly face each other across a public Right-of-Way. Structures with identical floor plans, but differentiated by at least two of the following will not be

considered to have identical front elevations: siding color, roofing material and/or color, gable shape, window shape, garage loading, or other discretionary elements.

2. Developer shall inform lot owners that permanent lawns and street trees for each dwelling unit shall be established within three months of seeking an occupancy permit therefore, except from October 1<sup>st</sup> of any year through March 30<sup>th</sup> of the succeeding year the required established date is May 31<sup>st</sup>. Conditional occupancies shall be granted until permanent lawns have been established and street trees required within 90 days have been installed, and the waterstop function and location verified.

J. PROPERTY MAINTENANCE

The Developer shall, in addition to ensuring the maintenance of erosion control measures in accordance with the approved erosion control plan (see SECTION II (A)), ensure compliance with Chapter 29 of the Municipal Code regarding property maintenance on each lot, until ownership of said lot is transferred.

**SECTION IV. CONSTRUCTION**

A. START OF CONSTRUCTION

1. The Developer may commence construction of improvements following compliance with all the preceding Sections, and following the City Engineer's approval of the City's or Developer's plans submitted in accordance with the specifications of the City. Developer shall complete all improvements, at Developer's cost, on or before (18) months from the date of this agreement. Developer shall provide financial security prior to the start of construction based on the estimated cost of constructing the improvements as follows:

<u>IMPROVEMENT</u>	<u>ESTIMATED COST</u>	<u>DESIGNED/ INSTALLED BY</u>	<u>LETTER OF CREDIT AMOUNT</u>
SITE GRADING	\$224,895	Dev	\$258,629
SANITARY SEWER (Including Lateral to Lot Line and Jetting)	\$68,760	Dev	\$79,074
STREET GRADING AND GRAVEL	\$38,550	Dev	\$44,333
CURB & GUTTER	\$36,282.50	Dev	\$41,725
1 <sup>ST</sup> ASPHALT LIFT	\$43,600	Dev	\$50,140
STORM SEWER	\$55,225	Dev	\$63,509

WATER MAIN (Including Laterals to Lot Lines)	\$135,522	Dev	\$155,850
LANDSCAPING (Including street trees)	\$31,750 \$10,000	Dev Dev	\$36,513 \$11,500
STREET SIGNAGE	\$1,000	City	\$1,150
SIDEWALK	\$46,367.50	Dev	\$53,322
2 <sup>ND</sup> ASPHALT LIFT	\$28,500	Dev	\$32,775
<b>Totals</b>	<b>\$720,452.00</b>		<b>\$828,520</b>

**SECTION V. APPROVAL AND TRANSFER OF IMPROVEMENTS, ETC.**

A. INSPECTION

1. All construction of improvements shall be inspected and tested by the City Engineer or a consultant retained by the City Engineer to assure compliance with all construction and improvement requirements of the City.

B. AS-BUILTS

1. After completion of all public improvements, and prior to final acceptance of said improvements by the City, the Developer shall prepare and present as-built documents to the City Engineer.

C. DEDICATION AND ACCEPTANCE

1. The Developer shall, upon completion of all of the improvements, unconditionally, and without charge to the City, grant, convey and fully dedicate the same to the City, its successors and assigns forever, free and clear of all encumbrances whatsoever; together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenance which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

2. Following completion of all the improvements and the tender of dedication by the Developer, the City Engineer shall forthwith report completion of the improvements to the Public Works Committee and Common Council. If the City Engineer reports the improvements to be acceptable, the City may thereupon accept such improvements. The City Clerk shall provide the Developer with a certified copy of the Common Council resolutions accepting improvements hereunder which the Developer may record to evidence compliance with this Agreement.

3. The City shall have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer.

D. IMPROVEMENT GUARANTEE

1. The Developer agrees to guarantee all improvements installed by the Developer against defects in materials or workmanship which appear within a period of fourteen (14) months from the date of substantial completion.

2. For a period of fourteen (14) months following substantial completion of the improvements, the Developer shall be responsible to repair or replace all improvements and, facilities installed by the Developer, and appurtenances thereof, which the City Engineer determines to be defective.

**SECTION VI. PERMITS**

A. BUILDING PERMITS

1. Except as agreed by the City Engineer and/or Director of Utilities, no building permit shall be issued for any dwelling unit until all underground utilities listed in SECTION IV, plus the electrical system to be installed by Hartford Electric, are completed to the satisfaction of the City Engineer, and until the 1<sup>st</sup> lift of asphalt has been completed.

B. OCCUPANCY

1. No certificate of occupancy shall be issued for any dwelling unit until all underground utilities listed in SECTION IV are completed to the satisfaction of the City Engineer, and until curbs and the 2<sup>nd</sup> asphalt lift on all footage on roads fronting on a property shall have been placed, to the satisfaction of the City Engineer.

C. THIRD PARTY NOTIFICATIONS

1. The Developer shall in writing inform any third party acquiring lot ownership or being granted authorization to seek a building permit for a lot of these requirements in this agreement prior to sale or building permit application, whichever occurs first.

## **SECTION VI.      FEES**

### A.      Park Fees

The Developer or lot owner shall pay the Code-established fee per dwelling unit. (Currently \$1,250/unit). Park fees shall be payable for each lot at the time of building permit issuance for each lot.

### B.      Design Review Fees

For improvements designed and installed by the Developer, the Developer shall, within 30 days of billing (which shall occur concurrent with installation of the various improvements), reimburse the City for the City's administrative costs in an amount equal to actual cost incurred by the City, not to exceed 2% of the estimated costs in SECTION IV.

### C.      Engineering and Inspection Fees

1.      For the City's engineering and inspection costs, the Developer shall, within 30 days of billing, reimburse the City an amount equal to actual cost incurred by the City, not to exceed 2% of the estimated costs in SECTION IV.

2.      Alternately, if outside assistance is employed at the sole discretion of the City Engineer in order to facilitate timely project completion, the Developer shall, within 30 days of billing, reimburse the City an amount equal to the actual out-of-pocket costs for such outside assistance.

## **SECTION VII.      FINANCIAL GUARANTEE**

### A.      Letter of Credit

1.      The Developer has elected to and shall provide to the City a formal irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in an amount which shall be sufficient to assure the faithful performance of the Developer's obligations under this Agreement. The costs of the Developer's obligations, as approved by the City Engineer, are in Section IV of this Agreement.

2.      The Developer shall deliver an irrevocable letter of credit in an amount equal to 115% of the estimated cost to construct the improvements prior to the start of construction. The amount of the credit shall be reduced by the City Engineer in amounts equal to the value of improvements which have been installed, completed, and approved by the City Engineer. In no event shall the amount of the letter of credit be reduced below the aggregate total estimated cost of the improvements not yet completed or accepted, plus 15%. The Letter of Credit shall be approved as to form by the City Attorney.

3. During the Guarantee Period, the Developer shall maintain a letter of credit for 10% of the total cost of the completed public improvements plus the costs of any uncompleted improvements, if any.

B. Preservation of Assessment Rights

1. In addition to other remedies provided to the City by this Agreement, the City shall have the right to impose special assessments for any amount to which the City is entitled by virtue of this Agreement upon the Development.

2. The remedies provided in this section are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

**SECTION VIII. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY**

A. Laws To Be Observed

The Developer shall at all times observe and comply with all federal, state and local laws, regulations or ordinances which are in effect or which may be placed in effect which may affect the conduct of the work to be accomplished under this Agreement. The Developer shall indemnify and hold harmless the City and all its agents, officers and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by the Developer or its agents, employees, or contractors. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

B. Public Protection and Safety

The Developer shall be responsible for all damage, bodily injury, or death arising out of the work. Where apparent or potential hazards occur incident to the conduct of the work, the Developer shall provide other reasonable safeguards.

C. Developer's Responsibility for Work

The Developer's work shall be deemed under the charge and care of the Developer until all improvements have been accepted by the City, except for damage caused by the actions of the City and its employees.

D. Insurance Requirements

General:

The Developer shall require its contractors and subcontractors to provide insurance acceptable to the City as required under this section. The Developer shall further

require that all required insurance under this section be maintained until improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the improvement guarantee or otherwise.

Certificates of Insurance:

Certificates of Insurance on all policies specified shall be filed with the City Clerk and shall provide that a fifteen (15) day written notice of material change or cancellation must be given to the City. The certificates must clearly state that liability insurance is provided and, if applicable to work under this Agreement, that explosion, collapse, and underground coverage is provided.

Insurance:

1. Where the City does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Employer's Liability (if applicable)	\$ 100,000 per occurrence
---	---------------------------

Comprehensive Motor Vehicle Liability, Bodily Injury & Property Damage combined (if applicable)	\$1,500,000 per accident
--	--------------------------

Comprehensive General Liability Bodily Injury	\$1,500,000 per accident
Property Damage Combined	\$1,000,000 aggregate

2. Coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability may be furnished through the use of primary liability policies or in a combination with an umbrella excess third party liability.

Other coverages shall include the following:

(i) Completed Operations and Products Liability

(ii) The Developer shall provide completed Operations and Products Liability coverage for the life of the Agreement and maintain coverage for a period of One (1) year after the improvements have been approved by the City Engineer. The liability limits shall be as required above for Comprehensive General Liability.

(iii) Owner's Protective Liability (Independent Contractor Insurance) the limits of which shall be the same as those of the Comprehensive General Liability Policy.

## SECTION IX.

## INDEMNIFICATIONS

### A. Hold Harmless

1. The Developer shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is not caused in whole or in part, by any negligent act or omission of the City, its contractors, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; provided, however, that such indemnification shall not extend to directions by the Developer of its employees to perform acts if the acts are performed in accordance with such direction. A claim for indemnification under this section shall be conditioned upon the City giving to the Developer, with five business days of receiving the same, written notice of any claim made against the City for which indemnification is sought, and if requested to do so by the Developer's insurance carrier, the City shall tender the defense of such claim to the Developer's insurance carrier.

2. In any and all claims against the Developer, its officers, agents, and employees, by any employee of the City, its contractors, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

### B. Personal Liability of Public Officials

1. 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.

### C. Indemnification for Environmental Contamination

1. The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement (including, but not limited to, street Right-of-Way) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the

foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

2. The City agrees that it will immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such cleanup operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

#### **SECTION X. AMENDMENTS AND ASSIGNMENTS**

1. The City and the Developer may, by mutual consent, amend this Agreement. Any such future amendments shall be in writing.

2. The Developer 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 XI. BINDING EFFECT**

The Developer warrants that it is the legal owner of all property within Development and has full right and authority to make this Agreement. This Agreement and the grants, consents, and waivers contained herein shall run with the land and be binding upon the Developer and its successors and assigns, including all individual lot owners, and their respective owner's associations, within the Development.



**EXHIBIT "A"**

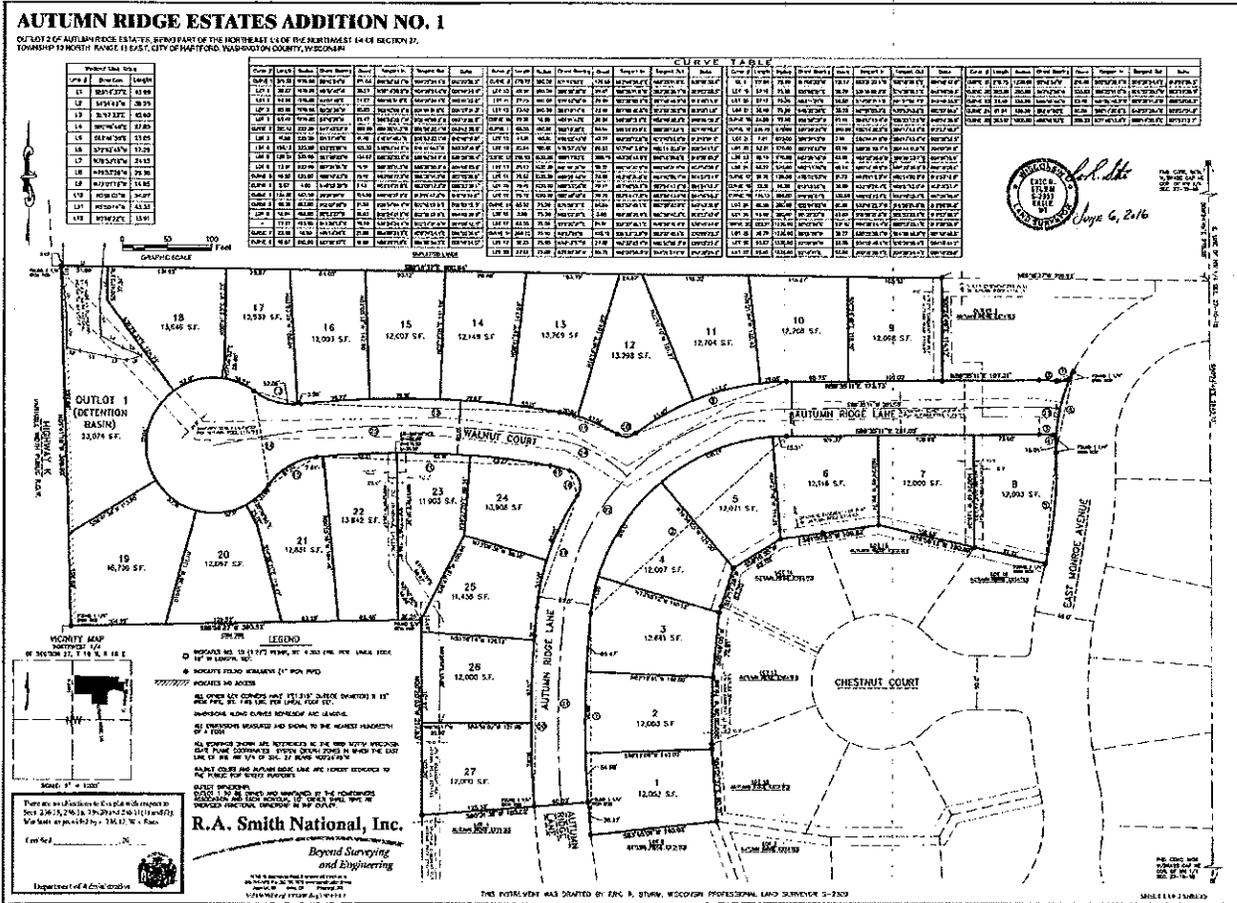
**Legal Description of Lands Contained in Preliminary Plat of  
Autumn Ridge Estates**

**A division of Outlot 2 of Autumn Ridge Estates, Being a part of the Northeast ¼  
and Southeast ¼ of the Northwest ¼ of Section 27, Township 10 North, Range 18  
East, City of Hartford, Washington County, Wisconsin.**

BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00°24'49" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 375.28 FEET TO A POINT; THENCE ON THE NORTH LINE OF AUTUMN RIDGE ESTATES; THENCE NORTH 89°18'37" WEST ALONG SAID NORTH LINE 296.92 FEET TO A POINT ON THE WEST LINE OF OUTLOT 3 OF AUTUMN RIDGE ESTATES AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 00°24'29" EAST ALONG SAID WEST LINE 114.12 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT 3; THENCE NORTH 89°35'11" EAST ALONG SAID SOUTH LINE 107.31 FEET TO A POINT; THENCE SOUTHEASTERLY 19.87 FEET ALONG SAID SOUTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 180.00 FEET AND WHOSE CHORD BEARS SOUTH 87°15'07" EAST 19.86 FEET TO A POINT; THENCE NORTHEASTERLY 22.39 FEET ALONG SAID SOUTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 18.50 FEET AND WHOSE CHORD BEARS NORTH 61°14'20" EAST 21.05 FEET TO A POINT ON THE WEST LINE OF EAST MONROE STREET; THENCE SOUTHWESTERLY 92.21 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST; WHOSE RADIUS IS 183.00 FEET AND WHOSE CHORD BEARS SOUTH 12°07'58" WEST 91.24 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST; WHOSE RADIUS IS 467.00 FEET AND WHOSE CHORD BEARS SOUTH 05°21'50" WEST 124.59 FEET TO A POINT ON THE NORTH LINE OF LOT 16 OF AUTUMN RIDGE ESTATES; THENCE NORTH 76°58'13" WEST ALONG SAID NORTH LINE 190.89 FEET TO A POINT ON THE NORTH LINE OF LOT 15 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 81°50'55" WEST ALONG SAID NORTH LINE 109.82 FEET TO A POINT ON THE NORTH LINE OF LOT 14 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 58°18'55" WEST ALONG SAID NORTH LINE 62.02 FEET TO A POINT; THENCE SOUTH 17°17'26" WEST ALONG SAID NORTH LINE 52.25 FEET TO A POINT ON THE WEST LINE OF LOT 13 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 05°49'05" WEST ALONG SAID WEST LINE 72.61 FEET TO A POINT; THENCE SOUTH 00°26'39" WEST ALONG SAID WEST LINE 79.98 FEET TO A POINT ON THE WEST LINE OF LOT 12 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 04°01'37" EAST ALONG SAID WEST LINE 80.31 FEET TO A POINT ON THE NORTH LINE OF LOT 5 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 83°45'01" WEST ALONG SAID NORTH LINE 140.02 FEET TO A POINT ON THE EAST LINE OF AUTUMN RIDGE LANE; THENCE NORTHEASTERLY 36.27 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 1170.00 FEET AND WHOSE CHORD BEARS NORTH 05°21'42" WEST 36.27 FEET TO A POINT; THENCE SOUTH 85°31'36" WEST 185.52 FEET TO A POINT ON THE EAST LINE OF CERTIFIED SURVEY MAP NO. 795; THENCE NORTH 00°20'03" WEST ALONG SAID EAST LINE 217.63 FEET TO A POINT ON THE NORTH LINE OF CERTIFIED SURVEY MAP NO. 795; THENCE SOUTH 88°56'27" WEST ALONG SAID NORTH LINE 390.52 FEET TO A POINT ON THE EAST LINE OF HIGHWAY K; THENCE NORTH 01°41'18" WEST ALONG SAID EAST LINE 399.92 FEET TO A POINT; THENCE SOUTH 89°18'37" EAST 980.84 FEET TO THE POINT OF BEGINNING

# EXHIBIT "B"



## CONSENT & WAIVER

### OF SPECIAL ASSESSMENT NOTICES AND HEARINGS UNDER SECTION 66.60(18), WIS. STATS.

In consideration of your approval of the Developer's Agreement for *the Autumn Ridge Estates Addition No. 1 Subdivision - City of Hartford* and the construction by the City of Hartford, Wisconsin, of the following proposed public improvements described as:

**Sanitary sewer and laterals to the lot line; water main and laterals to the lot line; storm sewer; electrical distribution system including street lamps; road grading and gravel; curb and gutter; asphalt; sidewalk; street signage; street trees; storm water detention areas:**

#### Legal Description of Lands Contained in Final Plat of Autumn Ridge Estates Addition No. 1

**All of Outlot 2 of Autumn Ridge Estates, Being a part of the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 27, Township 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin.**

BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00°24'49" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 375.28 FEET TO A POINT; THENCE ON THE NORTH LINE OF AUTUMN RIDGE ESTATES; THENCE NORTH 89°18'37" WEST ALONG SAID NORTH LINE 296.92 FEET TO A POINT ON THE WEST LINE OF OUTLOT 3 OF AUTUMN RIDGE ESTATES AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 00°24'29" EAST ALONG SAID WEST LINE 114.12 FEET TO A POINT ON THE SOUTH LINE OF SAID OUTLOT 3; THENCE NORTH 89°35'11" EAST ALONG SAID SOUTH LINE 107.31 FEET TO A POINT; THENCE SOUTHEASTERLY 19.87 FEET ALONG SAID SOUTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 180.00 FEET AND WHOSE CHORD BEARS SOUTH 87°15'07" EAST 19.86 FEET TO A POINT; THENCE NORTHEASTERLY 22.39 FEET ALONG SAID SOUTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 18.50 FEET AND WHOSE CHORD BEARS NORTH 61°14'20" EAST 21.05 FEET TO A POINT ON THE WEST LINE OF EAST MONROE STREET; THENCE SOUTHWESTERLY 92.21 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST; WHOSE RADIUS IS 183.00 FEET AND WHOSE CHORD BEARS SOUTH 12°07'58" WEST 91.24 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST; WHOSE RADIUS IS 467.00 FEET AND WHOSE CHORD BEARS SOUTH 05°21'50" WEST 124.59 FEET TO A POINT ON THE NORTH LINE OF LOT 16 OF AUTUMN RIDGE ESTATES; THENCE NORTH 76°58'13" WEST ALONG SAID NORTH LINE 190.89 FEET TO A POINT ON THE NORTH LINE OF LOT 15 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 81°50'55" WEST ALONG SAID NORTH LINE 109.82 FEET TO A POINT ON THE NORTH LINE OF LOT 14 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 58°18'55" WEST ALONG SAID NORTH LINE 62.02 FEET TO A POINT; THENCE SOUTH 17°17'26" WEST ALONG SAID NORTH LINE 52.25 FEET TO A POINT ON THE WEST LINE OF LOT 13 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 05°49'05" WEST ALONG SAID WEST LINE 72.61 FEET TO A POINT; THENCE SOUTH 00°26'39" WEST ALONG SAID WEST LINE 79.98 FEET TO A POINT ON THE WEST LINE OF LOT 12 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 04°01'37" EAST ALONG SAID WEST LINE 80.31 FEET TO A POINT ON THE NORTH LINE OF LOT 5 OF AUTUMN RIDGE ESTATES; THENCE SOUTH 83°45'01" WEST ALONG SAID NORTH LINE 140.02 FEET TO A POINT ON THE EAST LINE OF AUTUMN RIDGE LANE; THENCE NORTHEASTERLY 36.27 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS



**CONSENT OF MORTGAGEE**

We, the undersigned, as Mortgagee of the Property, hereby consent to the foregoing Developer's Agreement for Autumn Ridge Estates Addition No.1, in Hartford, Wisconsin.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

MIDLANDS STATE BANK

By: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF                    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named \_\_\_\_\_ of Midland States Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
State of Illinois  
My Commission (is) (expires on): \_\_\_\_\_

**MISCELLANEOUS**

**COMMITTEE**

**REPORTS**

**FINANCE & PERSONNEL COMMITTEE**  
**July 12, 2016**

PRESENT: Chairperson Rusniak, Members Wintringer, Meyer, and Jewell  
ALSO PRESENT: City Administrator Volkert, City Clerk Hetzel

Call to Order – Chairperson Rusniak called the meeting to order at 6:50 p.m. in the Common Council Chambers of Hartford City Hall, 109 North Main Street.

Roll Call – All members of the Committee were present.

Public Comment Period – There were no public comments.

Licenses – MOTION by Alderperson Meyer, and seconded by Alderperson Wintringer recommending to the Common Council the following licenses: (bartender) Shelley Burmeister, Katy Halfman, Macy Hammen. MOTION CARRIED.

Adjournment – MOTION by Alderperson Jewell, and seconded by Alderperson Meyer for adjournment. MOTION CARRIED.

Respectfully submitted,  
Lori Hetzel, City Clerk

LH:pb  
FPJUL12.16  
Compiled by Pat Borlen, Deputy Clerk

**FOR**

**INFORMATIONAL**

**PURPOSES**

**ONLY**

**CITY OF HARTFORD  
MONTHLY TREASURER'S REPORT  
JUNE 2016**

**City Bank And Investment Accounts**

**Bank Accounts:**

**First National Bank**

Concentration Account                      Acct# 12555901                      Average Monthly Balance \$1,107,858

**First Bank Financial Centre**

DOD Rehab Loan Fund Acct                      Acct# 55001017                      Average Monthly Balance \$372,367

**Landmark Credit Union**

DOD Comm Revit Loan Fund Acct                      Acct# 0131028243                      Average Monthly Balance \$506,109

**Investments:**

Local Government Investment Pool                      Current Balance \$10,355,368

Dana Investment Services (U.S. Government Agency Investments)                      Current Balance \$10,911,133

Certificates of Deposit At Local Banks                      Current Balance \$7,000,000

Respectfully submitted,



Dawn Timm  
Finance Director/Treasurer

# HARTFORD CITY TAXI TRANSPORTATION REPORT

MONTH/YEAR: June 2016

**TOTAL PASSENGERS:** 1710 **TOTAL MONTHLY REVENUE:** \$5,490.00

## PASSENGER INFORMATION

Senior: City: 551/8wc  
Out of Town: 0

Handicap: City: 174/10wc  
Out of Town: 0

Children: City: 1  
Out of Town: 0

Regulars: City: 939  
Out of Town: 27

Waits (Total Minutes): 288

Package Pickups: 3

Taxi Trips: 1591

Shared Rides: 750

Wheelchair Trips: 18

## HOURS INFORMATION

Loaded Hours/Minutes: 228.9

Deadhead Hours/Minutes: 230.4

**TOTAL HOURS/MINUTES:** 459.3

## FARE INFORMATION

Base Fares: \$5,309.75

Out of Town Fares: \$45.00

Wait Chgs: \$72.00

Package Pickup Chgs: \$18.00

No Show/COA Chgs: \$45.25

Taxi Tickets Sold: \$1,682.00

# of Sheets sold: 69

# of Taxi Tickets collected: 467

## MILEAGE INFORMATION

Loaded City Miles: 3867.4

Loaded Out of Town Miles: 12.1

Deadhead Miles: 1014.2

**TOTAL MILES:** 4893.7

**TOTAL FUEL USED:** 342.381

## FLEET INFORMATION

Unit #1 - 2014 Dodge Caravan

Unit #5 - 2010 Dodge Caravan

Unit #7 - 2007 Chevy Uplander

Unit #9 - 2011 Dodge Caravan

# MONTHLY DEPARTMENT REPORT

DEPARTMENT: UTILITIES

COVERING THE MONTH OF: June 2016

## **REGULAR MONTHLY ACTIVITIES**

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

## **SPECIAL MONTHLY ACTIVITIES**

1. PSC Inspections
2. Line Extension – Downtown Slinger
3. Hydrant Flushing
4. Reconstruction – Grand Ave. & Branch St.

## **UPCOMING ACTIVITIES**

1. Reinstall Street Lights – Hartford Square
2. Line Extension – Slinger High School
3. Install New Meter – Well #12
4. Reroof – Well #15

## **TRAINING SESSIONS**

1. MEUW Safety Session E

## **OVERTIME**

<u>PURPOSE FOR OVERTIME</u>	<u>HOURS</u>
Maintenance of Lines	9.5
Maintenance of Substation	0.5
Replace Pole Hit by Vehicle – 337 W. State St.	18.1
Electric Reconnects – Hartford	4.0
Line Extension – Downtown Slinger	12.2
Trouble Calls – Slinger	17.8
Maintenance of Pumping Plant	6.2
Maintenance of Mains	2.3
Maintenance of Water Service	10.4
Water Service Leak – 561 Yosemite Ave.	11.4
Reconstruction – Grand Ave. & Branch St.	5.3
Well Run – Weekends	<u>16.0</u>
<b>TOTAL</b>	<b>113.7</b>