

**A G E N D A**  
**CITY OF HARTFORD COMMON COUNCIL**  
**CITY HALL COUNCIL CHAMBERS**  
**TUESDAY, SEPTEMBER 27, 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 Common Council minutes of September 13, 2016.

**5) COMMUNICATIONS**

A) Absentee voting in the City of Hartford.

**6) APPEARANCES/CITIZENS COMMENTS**

**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) TO APPROVE A HARTFORD CITY TAXI FARE INCREASE IN 2017**

1) Opening of Hearing

2) Reading of Notice

3) Explanation of hearing by staff person

4) Appearances for

5) Appearances against

6) Discussion by Council

7) Closing of Hearing

8) Action: – Resolution No. 3460 – A resolution to increase the 2017 Hartford City Taxi passenger fare for in-city trips. (Executive Summary attached)

**9) STANDING COMMITTEE REPORTS**

**A) FINANCE & PERSONNEL**

1) Discussion and consideration of approving the following licenses: **(tobacco)** Route 60 Liquor, Inc., Harders Hartford Shell; **(weights & measures)** Harders Hartford Shell; **(bartender)** Khadijah Arrington, Anthony Glaszcz, Krystl Held, Steven Held, Thomas Wolff.

2) Discussion and consideration of approving a Class A Fermented Malt Beverage and Intoxicating Liquor license to Route 60 Liquor, Inc. September 29, 2016 through June 30, 2017.

3) Discussion and consideration of ratifying the 2017–2019 Police Union (WPPA/LEER) #464 contract. (Executive Summary attached)

**B) PUBLIC WORKS**

1) None.

**C) UTILITY**

1) None

**10) RESOLUTIONS**

A) None.

**11) ORDINANCES**

**A) FIRST READING**

1) None

**B) SECOND READING**

1) None

**12) CITY ADMINISTRATOR'S REPORT**

A) Discussion and consideration of approving the 2017 Fire Agreements with the Towns of Hartford, Rubicon and Erin. (Executive Summary attached)

B) Discussion and consideration of entering into a one-year contract with Horton Group of Waukesha, to serve as the City's Health Plan Consultants. (Executive Summary attached)

C) Discussion and consideration of amendments to the proposed 2017 – 2021 Capital Improvement Program budget.

**13) MAYOR'S REPORT**

A) Washington County Board update.

B) Discussion and consideration of the transfer of up to \$100,000 from the General Fund Reserve balance for the purpose of paying for or sharing in the cost of the engineering study for the Hwy 60 Northern Reliever Route Option #11. (Executive Summary attached)

**14) ADJOURNMENT**

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

**CITY OF HARTFORD  
COMMON COUNCIL  
September 13, 2016**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, September 13, 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 except Alderpersons Kohler and Randolph, who were absent and excused.

**UNANIMOUS CONSENT AGENDA**

MOTION by Alderperson Hegy, and seconded by Alderperson Meyer that the following items on the unanimous consent agenda are approved by the Common Council:

1. The Common Council minutes of August 23, 2016.
2. Approval of Lee Recreation LLC, Playworld Systems playground proposal Option #2 for installation at Willowbrook Park at a cost not to exceed \$49,000. MOTION CARRIED UNANIMOUSLY.

**COMMUNICATIONS**

There were no communications.

**APPEARANCES / CITIZENS COMMENTS**

There were no appearances / citizens comments.

**ALDERMANIC REQUESTS**

Alderperson Wintringer thanked all those who attended the 9/11 tribute at Bernd Park the previous Sunday evening. Alderperson Hegy mentioned that the Mid-Moraine Legislative Committee will be meeting September 14<sup>th</sup> at the Jackson Village Hall.

**COMMON COUNCIL (9/13/2016)**

**PUBLIC HEARING "A"  
Rezoning Request for Property  
Known as 220 Union Street**

Mayor Michalak declared the public hearing open. The notice of public hearing as published in the 8/24/2016 and 9/2/2016 Daily News, and as mailed to 34 affected property owners, was read by City Clerk Lori Hetzel.

Hartford Historic Preservation Foundation has requested rezoning for the property located at 220 Union Street from Rs-4 Single-Family Residential District to B-3 General Business District to allow for small gatherings at that location. In August, a change was made to the City of Hartford 2030 Smart Growth Plan to allow for commercial development at this site. Following an approved rezoning, a conditional use permit application will be submitted and reviewed. The property meets the area requirements for the B-3 district. There are no setback requirements in the B-3 district.

There were no "appearances for" the proposed rezoning. Under "appearances against" Karen Christiansen, 210 Union Street, noted that she was not necessarily against the rezoning but asked what effect the proposed rezoning would have on her property, specifically relating to parking, privacy, and signage. Under "discussion by Council" City Planner Justin Drew responded to the issues brought up by Ms. Christiansen, as well as alderperson questions. Mr. Drew noted that the intent is to maintain the residential nature of the neighborhood. There being no further discussion Mayor Michalak declared the public hearing closed.

**Ordinance No. 1361**

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

MOTION by Alderperson Hegy, and seconded by Alderperson Carroll to suspend the rules for immediate consideration of proposed Ordinance 1361. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Rusniak, and seconded by Alderperson Mixon for the adoption of proposed Ordinance 1361. MOTION CARRIED UNANIMOUSLY.

**STANDING COMMITTEE REPORTS**

**Finance & Personnel Committee**

MOTION by Alderperson Wintringer, and seconded by Alderperson Meyer approving the following licenses: Katherine Davis, Whitney La Gesse. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Carroll, and seconded by Alderperson Hegy approving the writing off of uncollectible debt – deferred special assessments – in the amount of \$54,586.86. MOTION CARRIED UNANIMOUSLY.

**COMMON COUNCIL (9/13/2016)**

**Public Works Committee**

MOTION by Alderperson Mixon, and seconded by Alderperson Carroll authorizing appropriate City officials to enter into a contract with Wondra Construction, Iron Ridge, for the 2016 Wilson Avenue Storm Pond Construction bid at an estimated cost of \$165,231. MOTION CARRIED UNANIMOUSLY.

**RESOLUTIONS**

**Resolution No. 3459**

A RESOLUTION LEVYING SPECIAL ASSESSMENTS FOR UNPAID HARTFORD UTILITY ACCOUNTS, BUSINESS IMPROVEMENT DISTRICT ASSESSMENTS, AND ASSESSMENTS FOR SPECIAL SERVICES ON THE 2016 TAX ROLL

MOTION by Alderperson Meyer, and seconded by Alderperson Wintringer for the adoption of proposed Resolution 3459. MOTION CARRIED UNANIMOUSLY.

**CITY ADMINISTRATOR'S REPORT**

City Administrator Volkert provided information on the proposed 2017-2021 Capital Improvement Program, and responded to questions.

**MAYOR'S REPORT**

MOTION by Alderperson Mixon, and seconded by Alderperson Meyer approving the mayoral appointments of County Supervisor John Buława, Mayor Tim Michalak, City Administrator Steve Volkert, Westphal Mansion B & B Owner Pam Terpstra, and Chamber of Commerce Executive Director Scott Henke to the Tourism Commission. ROLL CALL: "Ayes" 6 "Nays" 1 (Alderperson Hegy). MOTION CARRIED.

**ADJOURNMENT**

MOTION by Alderperson Mixon, and seconded by Alderperson Meyer for adjournment at 7:52 p.m. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,  
Lori Hetzel, City Clerk

LH:pb  
CCSEPT13.16  
Compiled by Pat Borlen, Deputy Clerk



CITY HALL 109 NORTH MAIN STREET · HARTFORD, WI 53027

## PUBLIC NOTICE

**Early voting for the November 8, 2016 General Election will be held in the City Clerk's office, second floor of City Hall. The second floor can be accessed via the elevator located by the back entrance of City Hall.**

**Early voting starts on Monday October 10, 2016 and will continue until Friday November 4, 2016. The hours are 8:00 am until 4:15 pm. No early voting will be held on nights and weekends.**

**Photo identification is required.**

**For further information contact:**

**Lori Hetzel, City Clerk**

**262-673-8201**

**[lorihetzel@ci.hartford.wi.us](mailto:lorihetzel@ci.hartford.wi.us)**

**or**

**Pat Borlen, Deputy Clerk**

**262-673-8202**

**[pborlen@ci.hartford.wi.us](mailto:pborlen@ci.hartford.wi.us)**

Executive Summary

**Title:** Recommendation to approve a Hartford City Taxi Fare increase in 2017

**Background:** The Hartford City Taxi shared ride service includes passenger fares to help offset the annual operational costs of the service. The 2017 Hartford City Taxi budget plan is being presented with a recommendation for a .25 cent fare increase for all In-City shared ride trips. In-City trip fare refers to trips with pick-up/drop-off in the City of Hartford corporate limits. The last fare increase was in 2015. In addition to taxi fares, the operational expenses for the Hartford City Taxi are offset through Federal Transportation Administration (FTA)/Wisconsin DOT grant funds and City of Hartford tax levy support. The estimated 2017 Hartford City taxi service operations include a City of Hartford tax levy support of \$23,329. As a grant funded taxi service the City is required to provide the public with the opportunity to share opinion and comment on fare adjustments through a public hearing or submitting written comments. The notice of a public hearing date to consider the fare increase was posted in the Daily Newspaper on August 26<sup>th</sup> and September 14, 2016 and the public was invited to attend the September 27<sup>th</sup> City Council meeting/public hearing.

Approving a .25 cent fare increase would result in the following ridership fares in 2017 for a City of Hartford trip. Regular passenger fare \$3.50 for ages 4 and up. Senior (60 & Up) and Handicap with an issued reduced fare card \$3.25. Regular passengers can purchase Taxi Tickets (8 ride tickets at \$26.00) providing a rate of \$3.25. Children 3 and under free accompanied by parent or guardian/responsible person. Finally there is an additional fare of \$1.25 per mile for travel distance outside of the City limits and that amount remains without change.

The resolution attached concerns the recommendation to increase the fare.

**Fiscal Impact:** The 2017 total revenue in passenger fares is estimated at \$60,343.

**Staff Recommendation:** Staff recommends the adoption of Resolution No3460, a resolution for increasing the 2017 Hartford City Taxi fare by .25 cents for In-City trips.

Prepared by:  9/20/16  
Mike Hermann, Parks & Recreation Director/Transit Manager Date

Reviewed by:  9/20/16  
Lisa Alves, Transportation Superintendent Date

Approved by:  9/21/16  
Steve Volkert, City Administrator Date

Routing: Hartford City Council 9/27/16

Resolution No. 3460

A Resolution to increase the 2017 Hartford City Taxi Passenger Fare for In-City trips.

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

- 1) The posting of an official notice concerning a public hearing opportunity was published in the Daily Newspaper on August 26, 2016 and September 14, 2016. The posting identified that the hearing concerned a proposed .25 cent fare increase for In-City trips and that this hearing would be held on September 27, 2016. The notice further allowed for written comments to be submitted and considered by Friday September 16, 2016. There were no written comments received.
- 2) The 2017 taxi fare increase was considered as a public hearing on September 27, 2016, 7:00 PM in the City Hall Common Council Chambers, Room 178, 109 North Main Street which included the explanation and discussion of a proposed .25 cent fare increase for in-city trips. In-City trip fares refer to any trip that travels within the City of Hartford official corporate limits. The public was invited to attend the meeting to provide comments concerning the fare increase.
- 3) In consideration of review and discussion including public opportunity for comment on the proposed fares for the Hartford City Taxi service, the following 2017 fare for an In-City trip will be charged.

Regular Passenger Fare	\$3.50
Senior/Handicap with Card	\$3.25
Taxi Ticket Package (Reduced Fare Option)	\$26.00 (8 in city ride ticket package)
3 & under with parent/responsible person	Free

Signed:

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Tim Michalak, Mayor

Introduced: September 27, 2016

Adopted: September 27, 2016

ATTEST:

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Lori Hetzel, City Clerk

**NOTICE OF PUBLIC HEARING**

**CY 2017 Operating Assistance for the Hartford City Taxi**

Notice is hereby given that a public hearing will be held by the City of Hartford at 109 N. Main Street, Hartford WI, in the Common Council Chambers at 7:00 pm, September 27, 2016 for the purpose of considering a taxi fare increase for which Federal operating assistance under Section 5307 of the Federal Transit Act, is being sought, generally described as follows:

The City of Hartford is applying for Federal aid for the Hartford City Taxi Service for the period of January 1, 2017 to December 31, 2017. The service area of the Hartford City Taxi includes the City of Hartford and 1 mile outside the city limits. The City of Hartford is proposing a 25 cent fare increase above the current standard fare of \$3.25 and senior/handicap fare of \$3.00.

At the hearing the City of Hartford will afford an opportunity for interested persons or agencies to be heard with respect to the social and economic aspects of the fare increase. Interested persons may submit orally or in writing evidence and recommendations with respect to said fare increase. Additionally, written comments will be considered if sent to Michael J. Hermann at 125 N. Rural Street, Hartford, WI 53027 by September 16, 2016.

Lori Hetzel  
Hartford City Clerk

**EXECUTIVE SUMMARY**

**TITLE: Ratification of 2017-2019 Police Union Contract with Local #464 WPPA/LEER**

**BACKGROUND:**

The City's union contract negotiation team met with members of 464 on Thursday, August 25<sup>th</sup>. Both sides presented their list of requests. The attached tentative agreement list illustrates the results of that meeting.

The main objectives of the City were to bring more commonality between the current benefits of non-union and union employees while increasing options for police management to reduce overtime. We feel that this was met with this three-year contract.

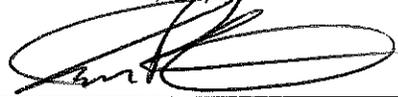
The other high point to this year's negotiations were that both parties were able to negotiate successfully in only one meeting and no outside costs were incurred for extra legal counsel or arbitration hearings saving the taxpayers money.

Members of local 464 ratified the contract at their August 29<sup>th</sup> meeting.

**RECOMMENDATION:**

The union contract negotiation team recommends the Council ratify the 2017-2019 Police Union (WPPA/LEER) #464 contract.

PREPARED BY:  DATE: 9-8-16  
Steve Volkert, City Administrator

REVIEWED BY:  DATE: 9-12-16  
Ian Prust, City Attorney

REVIEWED BY:  DATE: 9-8-16  
Dawn Timm, Finance Director

Committee Routing: Finance and Personnel Committee September 13, 2016  
Common Council September 27, 2016



City of  
**HARTFORD**



**AGREEMENT**

**BETWEEN**

**CITY OF HARTFORD**

**AND**



**HARTFORD POLICE UNIT**  
**WPPA/LEER**  
**LOCAL #464**

**Effective: January 1, 2017**

**Expires: December 31, 2019**

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**AGREEMENT**  
**City of Hartford and Hartford Police Unit**

This Agreement is made and entered into at Hartford, Wisconsin, pursuant to the provisions of Section 111.70 Wisconsin Statutes, by and between the City of Hartford, hereinafter referred to as the "Employer", and Wisconsin Professional Police Association, hereinafter known as the "Association," as the representative of certain law enforcement officers of the Employer's Police Department employed in the classification of Detective and Patrol Officer hereinafter referred to as "Employees". All other employees of the Employer's Police Department, including the Chief of Police are not covered by any of the provisions of this Agreement.

**ARTICLE I – RECOGNITION**

1.01 The Employer hereby recognizes the Wisconsin Professional Police Association, Law Enforcement Employee Relations Division as the sole and exclusive bargaining representative for the employees of the Employer's Police Department employed in the classifications of Detective and Patrol Officer for the purpose of negotiations on all matters concerning wages, hours and other conditions of employment.

**ARTICLE II – NEGOTIATIONS**

2.01 Either party may select for itself such representative or representatives as it desires for the purpose of carrying on conferences and negotiations.

**ARTICLE III – MANAGEMENT RIGHTS**

3.01 The Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility, and the powers or authority which the Employer has not specifically abridged, delegated or modified by other provisions of this Agreement are retained exclusively by the Employer. Such powers and authority, in general, include, but are not limited to the following:

- A. To determine its general business practices and policies and to utilize personnel, methods and means in the most appropriate and efficient manner possible;
- B. To manage and direct the employees of the Employer, to make assignments of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee, and to determine the competence and qualifications of the employees;
- C. To utilize temporary or part-time employees when deemed necessary;
- D. To establish work schedules, methods and processes;
- E. To schedule overtime work when required;
- F. To create new positions and to modify existing or introduce new or improved operations or work practices;
- G. To make reasonable rules and regulations for the conduct of its business and of its employees.

**ARTICLE IV – WORK DAY AND WORK WEEK**

4.01 Detective:

A. Work Cycle: The work period for employees classified as Detective shall be fourteen (14) days. Their normal work cycle shall be five (5) consecutive duty days, Monday through Friday, two (2) consecutive days off, five (5) consecutive duty days, two (2) consecutive days off, then repeat cycle. This cycle results in an average work week of 40.0 hours.

B. Normal Work Hours: The normal work schedule is as follows:

Detective: As determined by the Chief of Police to most effectively fulfill the function of the position(s).

C. Change of Hours: The normal work schedule of the Detective may be changed by the Chief of Police or the Chief's designee. If the work schedule is changed with at least 24 hours notice, payment for the eight hour shift shall be at the regular rate of pay. If less than 24 hours notice is given payment for those hours of an eight (8) hour shift which are outside the normal work hours shall be at time and one-half (1 ½) the regular rate of pay, and payment for those hours of an eight (8) hour shift which are within the normal work hours shall be at the regular rate of pay.

4.02 Patrol Officers:

A. Work Cycle: The work period for employees classified as Patrol Officers shall be fifteen (15) days. Their normal work cycle shall be five (5) consecutive duty days, two (2) consecutive days off, five (5) consecutive duty days, three (3) consecutive days off, then repeat cycle. This cycle results in an average work week of 39.8 hours.

B. Shifts: The normal schedule of shifts is as follows:

Patrol Officers	6:00 a.m. to 2:30 p.m. (1 <sup>st</sup> shift)
	2:00 p.m. to 10:30 p.m. (2 <sup>nd</sup> shift)
	10:00 p.m. to 6:30 a.m. (3 <sup>rd</sup> shift)
	8:00 p.m. to 4:30 a.m. (4 <sup>th</sup> shift)
	12:00 p.m. to 8:30 p.m. (5 <sup>th</sup> shift)

C. Shift Changes: Changing of employee shifts is prohibited unless preapproved by the Chief of Police or the Chief's designee. All requests for shift changes must be submitted in writing. It shall be the sole responsibility of the employee changing shifts to ensure that said shifts are covered.

4.03 Lunch Period: The normal work schedule mentioned in Section 4.01, and the shifts mentioned in Section 4.02 above shall include a one-half (1/2) hour paid lunch period with the understanding that employees are subject to call during such lunch period. Lunch periods and/or regular breaks may not be used to circumvent other provisions of this agreement.

4.04 Flexible Scheduling: Employees holding the position of Detective or officers assigned as Police School Liaison Officer may request to have their normal work schedule adjusted to provide for attendance at meetings and other work related events and activities which are outside of the normally scheduled workday or

as otherwise approved by the Chief or designee. It is recognized that Detectives and Police School Liaison Officers may adjust their individual work schedules so that regular duties which are outside the normally scheduled workday may be performed without incurring overtime compensation. It is understood that Detectives or Police School Liaison Officers approved for flexible scheduling shall adjust his/her work schedule during the payroll period in which the normal work schedule was adjusted. Nothing contained in this paragraph shall be construed to undermine or take precedence over Section 4.01(B) of this Agreement.

4.05 Voluntary Training: If, in the opinion of the Chief of Police, a training opportunity exists which would be of value to the City, and if employee(s) are interested in availing themselves of this voluntary training opportunity, the employee(s) regularly scheduled off days may be moved upon mutual agreement between the employee and the Chief of Police. Off days spent in the voluntary training session would be considered regularly scheduled hours of work. The employees' off days would be moved to a mutually agreeable time (provided that the rescheduled off days would not be previously scheduled weekend days) which would accommodate both the employee(s) and the Chief. In the event such a change in scheduled hours of work are agreed upon, the off days agreed upon shall not be considered vacation or floating holiday time.

#### **ARTICLE V – PICK-UP AND DROP-OFF**

5.01 In an emergency as determined by the Chief or the Chief's designee, any employee classified as Detective and Patrol Officer may be picked up at home anywhere within the City of Hartford corporate limits at the start of the shift, and dropped off at the end of the shift. The City shall incur no overtime as a result of this provision, except when an officer going off duty is required, due to an emergency situation, to perform normal police work.

#### **ARTICLE VI – OVERTIME**

6.01 Daily and Weekly: Any Detective required to work in excess of eight (8) hours per day or eight and one-half (8 ½) hours per day in the case of Patrol Officer required to work on a regularly scheduled day off, shall be compensated at the rate of one and one-half (1 ½) times his/her regular rate of pay for such hours worked.

Any sworn officer who performs work at Hartford High School functions, the Hartford Community Service Organization Haunted House, or other similar functions will be paid time and one-half (1 ½) if this work is in excess of the time parameters set forth in this paragraph.

6.02 Prior Authorization: All overtime shall be authorized or approved by the Chief of Police or Chief's designee. Employees shall be required to work overtime when requested by the Chief of Police unless excused because of physical inability to perform the overtime work or for a serious personal reason. The employee shall give the Chief of Police the specific reason for his/her excuse.

6.03 Court Time: For all required court time pertaining to police work for the Employer, or resulting from action taken by the employee while on duty for the Employer, the employee, when not on duty, will be compensated at time and one-half (1 ½) his/her regular rate of pay for all hours involved in such court time, provided, however, he/she shall receive a minimum of two (2) hours pay. If the actual court time is less than one hour and twenty minutes, the remaining time shall be spent on duty at the discretion of the Chief or designee. This subsection shall not apply to any required court time relating to civil suits between private parties.

6.04 Weapons Practice: For required weapons practice on days off, employees will be compensated at one and one-half (1 ½) times their regular rate of pay.

6.05 Instructor Status: An employee who is required by the City to teach inservice educational and training sessions when not on duty will be compensated at the rate of time and one-half (1 ½) his/her regular rate of pay for all hours involved in such classes.

6.06 Education and Training:

A. For required education and training sessions when not on duty, employees will be compensated at their regular rate of pay for all hours involved in such classes, plus travel time at their regular rate of pay if required to travel outside the City of Hartford, provided, however, he/she shall receive a minimum of two (2) hours pay. If the actual education, training and travel time is less than two hours, the remaining time shall be spent on duty at the discretion of the Chief or designee.

B. If an employee is assigned to attend a Department sponsored training session during a daytime period, and had been assigned to work the Third Shift on the prior day of the start of such training, the employee shall be given off the eight and one-half (8 ½) hours before the training is to commence.

C. If an employee is assigned to attend a Department sponsored training session during a daytime period, and had been assigned to work the Fourth Shift on the prior day of the start of such training, the employee shall not be scheduled between 10:30 p.m. and 6:00 a.m. before the training is to commence.

D. If an employee has been granted time off from a regularly scheduled shift due to training the following day, as defined in subsections (B) and (C), any time beyond eight and one-half (8 ½) hours, per day of training, shall be applied to the number of hours the employee had been granted off. Under this section, employees will be compensated at their regular rate of pay for all hours involved in such classes, including travel, after the number of hours granted off the night before have equalized.

6.07 Division of Overtime:

A. Members of the Association acknowledge that, both professionally and contractually, they are expected to respond to overtime requests of the department. To that end, officers will respond to telephone requests for overtime when so called upon.

B. Overtime, other than specified in Section 6.01 of the contract, shall be offered to members of the association via the following process:

1. Overtime will be offered by seniority, based on the member's date of employment, from most senior to least senior.

2. If the vacancy creating a need for overtime cannot be filled in Step 1, the least senior officer working before the vacancy will be assigned to cover the first four (4) hours of the shift, and the least senior officer working after the vacancy will be assigned to cover the second four (4) hours of the shift.

3. A member assigned to cover a portion of a vacancy creating a need for overtime in Step 2, may make arrangements of their own to have other association members cover the assigned hours if they so choose. However, the assigned member will be responsible to ensure that their replacement reports for duty, or they will still be required to cover the assigned hours themselves.

Should these steps fail to fill any portion of the vacancy that has created the need for overtime it will be filled with a non-represented sworn officer, and the association will be in breach of this agreement. The Chief of Police will give written notice to the association representative that this agreement has been breached. Any notice of breach will be in effect for one year from the date of the written notice. If a second breach of the agreement occurs in that time period, the City reserves the right to deny or to address future requests for non-departmental organizations requesting police services through adjustments to minimum staffing levels.

#### ARTICLE VII – CALL-IN PAY

7.01 Any employee called in to work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours pay at his/her regular rate of pay, or time and one-half (1 ½) of his/her regular rate of pay for all hours so worked, whichever is greater.

#### ARTICLE VIII – PAID HOLIDAYS

8.01 Days Granted: All employees, except the Detective shall receive, in addition to other benefits provided herein the equivalent of eight and one-half (8 ½) hours of salary for each of the eight (8) holidays listed below, regardless of whether or not they work on any of said holidays. The Detective will be given time off with pay on the holidays listed below. In the event the Detective is required to work on a holiday, or in the event any of the below listed holidays fall on a Saturday or Sunday, he/she shall receive, in addition to the benefits provided for herein, the equivalent of eight (8) hours of salary for such holiday in lieu of time off.

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

8.02 Floating Holidays: In addition to the holidays listed in Section 8.01 above, employees shall receive five (5) floating holidays, provided, however, that an employee hired on or after July 1 shall be eligible for only two (2) floating holidays during the calendar year in which he/she is hired. In the case of the Detective, floating holiday time shall equal a total of 40 hours for the five (5) days; in the case of Patrol Officer, floating holiday time shall equal a total of 42.5 hours for the five (5) days.

A. Scheduling: Floating holidays may be taken in increments of four (4) hours or more at the beginning or end of each shift. The floating holiday shall be taken off at a time mutually agreed upon between the employee and the Chief of Police or Chief's designee. If a request for a floating holiday is denied, the reason for said denial shall be given in writing. No Officer will be granted a vacation day or a floating holiday after another Officer has been denied the same day off as a floating holiday. Officers shall continue to use the present practice of signing off in the selection of floating holidays.

B. No Carry Over: Floating holidays not commenced before the end of the calendar year shall be considered lost.

C. When floating holiday(s) are requested and there are already personnel on vacation days or floating holidays on the day(s) requested as to cause a shortage, the day(s) will be denied. However, if a person is taking an extended block of vacation days and/or floating holidays totaling four (4) or more days in a row, the days will be granted and coverage will be called in on overtime to accommodate the request. Compensatory time off will not qualify for consideration as any portion of the four (4) day extended block, as

compensatory time off may not generate additional overtime or additional compensatory time under any circumstances.

8.03 Hours Worked on a Holiday: Any employee who is scheduled to work on an established holiday shall be compensated at the rate of one and one-half (1 ½) times his/her regular rate of pay for his/her regularly scheduled shift hours worked on such holiday and for all overtime hours continuous to that shift, either prior to or immediately after the shift, in addition to his/her holiday pay. Any employee who is called in to work on an established holiday shall be compensated at one and one-half (1 ½) times his/her regular rate of pay for all hours worked on such holiday, in addition to his/her holiday pay. For purposes of this section, the holiday shall be construed to mean the 24 ½ hour period covering three consecutive shifts beginning with the 10:00 p.m. (Patrol Officer) and 10:00 p.m. Employees beginning the 10:00 p.m. shifts on the day of the holiday shall not receive holiday pay for the 2 hour shift portion worked on the holiday.

#### ARTICLE IX – VACATIONS

9.01 Entitlement: Full-time employees shall earn annual paid vacations based on their anniversary date of employment with the City, or based on the years of service credited to a lateral entry employee, according to the following step schedule:

Step 1: After 1 year	2 weeks (10 work days)
Step 2: After 5 years	2 weeks plus 3 days (13 work days)
Step 3: After 7 years	3 weeks (15 work days)
Step 4: After 9 years	3 weeks plus 1 day (16 work days)
Step 5: After 11 years	3 weeks plus 2 days (17 work days)
Step 6: After 14 years	3 weeks plus 3 days (18 work days)
Step 7: After 15 years	4 weeks (20 work days)
Step 8: After 18 years	4 weeks plus 2 days (22 work days)
Step 9: After 19 years	4 weeks plus 3 days (23 work days)
Step 10: After 20 years	4 weeks plus 4 days (24 work days)
Step 11: After 22 years	5 weeks (25 work days)

9.02 Scheduling: Vacation schedules are to be worked out and approved by the Chief of Police or Chief's designee. An employee's length of service in the department will be respected in the selection of time for vacations. Vacation may be taken in increments of four (4) hours or more at the beginning or end of each shift. When vacation days(s) are requested and there are already personnel on floating holidays or vacation days on the day(s) requested as to cause a shortage, the day(s) will be denied. However, if a person is taking an extended block of vacation days and /or floating holidays totaling five (5) or more days in a row, the days will be granted and coverage will be called in on overtime to accommodate the request, if it is requested at least 90 days in advance. Vacations may be scheduled up to one year in advance. Compensatory time off may not generate additional overtime or compensatory time under any circumstances.

9.03 Carry Over: Employees will normally utilize all of their accrued vacation time before their anniversary date. However, if the employee is unable to utilize all of their vacation time before their anniversary date then they may be allowed to carry over earned vacation for a period of no more than 3 months, provided:

- A. Appropriate arrangements have been made with their immediate supervisor.
- B. Requests for use of carry over earned vacation are submitted to the immediate supervisor in writing.
- C. Requests are for specific vacation dates during the carry over period.

- D. Vacations shall be taken off at a time mutually agreed upon between the employee and the Chief of Police or the Chief's designee.

9.04 Advance Entitlement: In the event of a family emergency employees with less than one year of service with the City will be granted a vacation entitlement equal to that earned after one year of service. This emergency entitlement shall be made in lieu of a vacation accrual for the first year of service. If the employee terminates prior to serving the full year, the unearned portion of the vacation entitlement shall be deducted from their final paycheck.

9.05 Compensatory Time: In lieu of pay for overtime work, a full-time sworn employee may elect to receive compensatory time off at the same rate at which was earned (straight time or time and one-half, depending on when such overtime hours occurred).

Requests for compensatory time off must be approved by the Chief of Police or his/her designee. Compensatory time off will not be granted during a period of unusual manpower need or if the granting of such time would unduly disrupt the operation of the department as determined by the Chief of Police or his/her designee. Detectives will not be moved to accommodate compensatory time off requests for other Association members. This section in no way applies to the use of Detective to accommodate other types of off time requests.

"Compensatory time" or "compensatory time off" is defined to mean hours during which an employee is not working, which are not counted as hours worked during the applicable pay period for purposes of overtime compensation, and which the employee is compensated at the employee's regular rate.

Employees will indicate whether they choose to take earned overtime as pay or compensatory time at the time they complete their overtime slip. Overtime hours designated by the eligible employee as compensatory time will only be taken as paid time off, with the following exceptions:

Overtime hours designated for compensation by time off from work may be accumulated to a total of one hundred twenty (120) hours at any one point in a calendar year. The Department shall pay an eligible employee for compensatory time off which he/she has accrued or earned in excess of 120 hours with the employee's next regular pay check.

Compensatory time earned in a calendar year, but not taken as of December 1 of that year, shall be paid with the eligible employee's next regular check, at the rate of pay in effect when the overtime was worked. Compensatory time earned between December 1 and December 31 will be paid with the next regular paycheck.

Compensatory time may be granted in blocks of fifteen (15) minutes or more with the approval of the Chief or his/her designated representative. Compensatory time off requests may be submitted at any time. However, when practicable, the request must be turned in at least forty-eight (48) hours prior to the date of the requested time off. Staffing and activity levels permitting, compensatory time off may be taken at the beginning or end of the shift with supervisory approval.

Application of provisions contained in this section shall not involve pyramiding, duplicating, or compounding of overtime. Compensatory time will not generate additional compensatory time or overtime hours for other employees and may not be taken in a manner which will interfere with the vacation or other authorized leaves of other employees.

Compensatory time may not be used in conjunction with any other authorized leave for the purpose of mandating that the department pay another employee overtime to accommodate the compensatory time off request.

No officer shall be granted a compensatory day off after another officer has been denied the same day off as a compensatory day, vacation or floating holiday. For routine approval purposes, vacations and floating holidays will take precedence over compensatory time off. Compensatory time off requests will be granted on a first-come, first-serve basis when requested within 24 hours of the scheduled shift.

Should an employee resign or be terminated, compensatory time shall be paid to the employee at the rate in existence at the time of resignation or termination, or the rate prescribed by the Fair Labor Standards Act, whichever rate is higher.

#### **ARTICLE X – MILITARY LEAVE**

10.01 Employees who are members of the National Guard or United States Military Reserve shall be granted temporary leaves of absence for required hours of duty. The Employer agrees to pay the differential between the military pay for such required duty and the employee's regular straight-time earnings, so that no loss of pay shall be suffered as a result of such required duty. Such differential pay shall be limited to two (2) weeks in any one year.

#### **ARTICLE XI – JURY DUTY**

11.01 Any employee required to perform jury duty during regular working hours shall be paid his/her regular wages and shall turn over to the Employer any monies, excluding mileage allowances he/she shall receive as a result of such jury duty.

#### **ARTICLE XII – FUNERAL LEAVE**

12.01 Immediate Family: All employees shall be granted funeral leave of five (5) days with pay for death of a spouse or child. All employees shall be granted funeral leave of three (3) days with pay for death in the immediate family, provided the employee attends the funeral or attends to the funeral of the deceased. The term "immediate family" shall be defined as mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, grandparent, grandchild, and spouse's grandparents/grandchildren. An employee shall be granted funeral leave of one (1) day with pay for death of an aunt, uncle, niece, nephew, brother-in-law and sister-in-law.

12.02 Rate of Pay: The rate of pay for such leave shall be the regular straight time rate for the employee and the leave shall cover regularly scheduled work not to exceed eight (8) hours per day for the Detective classification (or, in the case of Patrol Officer, eight and one-half (8 ½) hours per day).

12.03 Administration: Funeral leave shall not extend beyond the date of the funeral, except when the funeral is more than 150 miles from the City of Hartford, in which case, the three (3) days leave may include the day following the funeral.

12.04 Notification: Employees shall notify the Chief of Police or his/her designee as soon as possible when requesting paid funeral leave.

12.05 Attendance Required: Funeral leave shall not be paid unless the employee attends the funeral.

### ARTICLE XIII – MISCELLANEOUS LEAVES OF ABSENCE

13.01 Any employee who wishes to absent himself/herself from his/her employment for any reason not otherwise provided in this Agreement, must make application for a non-paid leave of absence from the Employer. Requests for such leaves of absence will be granted for reasonable periods of time, if mutually agreed upon by the Employer and the employee.

### ARTICLE XIV – SICK LEAVE

#### 14.01 Accumulation:

A. Monthly: Employees shall accumulate paid sick leave at the rate of eight (8) hours in the case of Detective(s), Police School Liaison Officer, or eight and one-half (8 ½) hours in the case of Patrol Officers, for each month of employment with the City. The rate of pay for such leave shall be the regular straight time rate for the employee and the leave shall cover regularly scheduled work not to exceed eight (8) hours per day in the case of Detective(s), Police School Liaison Officer classifications, or eight and one-half (8 ½) hours per day in the case of Patrol Officers.

B. Maximum: Employees hired prior to January 1, 2014 may accumulate a maximum of seven hundred thirty-six (736) hours sick leave in their individual accounts. Employees hired between January 1, 2014 and December 31, 2016 may accumulate a maximum of five hundred ten (510) hours sick leave in their individual accounts. Employees hired on January 1, 2017 or later may accumulate a maximum of four hundred eighty (480) hours sick leave in their individual accounts.

14.02 Prior Notification: An employee shall, if possible, notify the Chief of Police of his/her need to use sick leave at least one (1) hour prior to the start of his/her regular shift of hours.

14.03 Validation: The Chief of Police may investigate to validate the illness of an employee.

14.04 Doctor's Certification: A doctor's certificate may be required to substantiate absences of three (3) or more consecutive dates.

14.05 Immediate Family: When a serious illness occurs in an employee's immediate family, as defined in 12.01 above, the employee shall be granted time off; this time off to be taken from the employee's unused sick leave. The Chief of Police shall have the right to validate such time off.

14.06 Payout-Annual: Full-time employees who have accumulated the maximum sick leave shall, at the end of each year, receive sixty-five percent (65%) of one hour's pay for each unused hour of sick leave in excess of seven hundred thirty six (736) hours. This payout annual section shall not apply to employees hired after September 1, 1992.

14.07 Payout-Retirement or Death: Full-time employees shall receive one hundred percent (100%) pay of all unused sick leave credits up to seven hundred thirty six (736) hours at retirement or death. Employees shall have the option of converting the payout amount to a cash balance to be left with the City to pay health insurance premiums after retirement, provided the employee is not qualified for the City paid benefits set forth in the provisions of Section 16.06. For purposes of this section retirement shall mean an employee retiring at age 53 or older, with a minimum of ten (10) years of City service.

## ARTICLE XV – WORKER’S COMPENSATION

15.01 Employees are entitled to Worker’s Compensation coverage. The Employer shall pay to employees eligible for Worker’s Compensation payments for temporary partial or temporary total disability, the difference between their regular pay and the amount paid by Worker’s Compensation for such purposes for a period not to exceed eight (8) months, provided, however, that for purposes of this article only, employees shall be regarded as eligible for Worker’s Compensation payments for temporary partial, or temporary total disability from the first day of any disability, notwithstanding the provisions of Section 102.43, Wisconsin Statutes. After eight (8) consecutive months under the above arrangement, the employee shall be allowed to utilize vacation days, holidays, and overtime to supplement his/her Worker’s Compensation benefits and shall designate to the Employer which days he/she desires to use.

## ARTICLE XVI – INSURANCE

16.01 False Arrest Bond: During the term of this Agreement, the Employer shall continue to provide and pay for insurance covering a false arrest bond for all employees.

16.02 Hospitalization and Surgical Insurance:

A. Active Employees: The City agrees to charge active employees no premium for hospital and surgical insurance, during the term of this Agreement. The City agrees to charge active employees no premium for any voluntary health risk assessments.

If an active employee covered by the City of Hartford family health plan dies, the insurance coverage afforded his/her spouse and/or any qualified dependent children covered by the City’s plan at the time of death, shall continue for a three (3) year period from the date the active employee dies, or until such time that the widow or dependent child marry or remarry, with the City paying the same cost of the applicable plan as it did at the time of death.

16.03 Dental Insurance: The City shall pay one hundred percent (100%) of the premium for single coverage or seventy-five (75%) of the premium, up to a maximum of one hundred dollars (\$100) per month for family coverage, toward the cost of the City’s dental plan.

16.04 Life Insurance: During the term of this Agreement, the Employer shall continue to provide life insurance for all employees through the State of Wisconsin Group Life Insurance Program, or equivalent coverage. The Employer shall pay the full premium cost of such insurance.

16.05 Premium Continuation: When an employee suffers from an illness of long duration, the Employer shall continue to pay the premium of the hospital and surgical insurance plan for sixty (60) days beyond the date of expiration of the employee’s sick leave, vacation, or any other payment due him/her by the Employer. After such sixty (60) day period, the employee may continue the group policy by paying the monthly premium to the Employer as long as he/she remains an employee of the Employer.

16.06 Health Insurance – Coverage Upon Retirement: Employees retiring after age fifty-three (53) with a minimum of fifteen (15) years of City service may retain single (or family, if applicable) health insurance coverage until age sixty-five (65) under the same health insurance group plan that is in effect for active City employees under the City’s group health plan covering Local 464, provided the retired employee is living. The City shall pay the premium cost of such insurance coverage, with deductibles and co-payments made by the retiree as may be required by the plan. The retired employee (and his/her spouse and/or qualified dependent(s),

if applicable) may retain single (or family, if applicable) health insurance coverage after reaching age sixty-five (65) under the same health insurance plan that is in effect for active City employees under the City's group health plan covering Local 464, provided the retired employee is living. The retired employee shall pay one hundred percent (100%) of the premium cost of such insurance coverage, with deductibles and co-payments made by retirees as may be required by the plan, after reaching age sixty-five (65).

If a retired employee, as defined above, dies before reaching age sixty-five (65), the insurance coverage afforded his/her spouse and/or any qualified dependent(s), if applicable, shall continue for a three (3) year period from the date the retired employee dies, or until such time that the widow or dependent child marry or remarry, with the City paying the full cost of the applicable plan unless the spouse and/or any qualified dependent(s) reach age sixty-five (65) prior to the expiration of the three (3) year period. If the spouse and/or any qualified dependent(s) reach age sixty-five (65) prior to the expiration of the three (3) year period, the surviving spouse and/or any qualified dependent(s) will be responsible for one hundred percent (100%) of the premium cost of the insurance coverage, with deductibles and co-payments made by the surviving spouse and/or qualified dependent(s) as may be required by the plan, from that time until the end of the three (3) year period. At the termination of the three (3) year period, the surviving spouse and/or any qualified dependent(s) may retain coverage under the applicable plan at the spouse and/or any qualified dependent(s)' expense, subject to a maximum annual benefit equal to the City's per person annual retention amount under the current reinsurance policy in place.

If a retired employee, as defined above, and his/her spouse divorce at any time after the employee retires, the employee will be offered the single plan coverage and no insurance will be offered the ex-spouse.

If a retired employee marries or remarries after a post-retirement health insurance benefit has commenced, the retired employee may not change his/her health insurance coverage to a family plan.

1. For employees hired prior to January 1, 2007, the City shall pay the premium cost of such insurance coverage, with deductibles and copayments made by the retiree as may be required by the plan. This post-retirement health insurance benefit shall be equal to the benefit provided under Section 16.02 of this agreement or any successor agreement, regardless whether or not a post-retirement insurance benefit is offered to any other persons covered by this agreement or any successor agreement.

2. For employees hired prior to January 1, 2007, and their dependents, this benefit vests with the execution and ratification of this 2010 agreement, subject only to such employee's retirement from the City of Hartford after attainment of the age and years of service set forth above. This benefit is intended to survive the expiration of this agreement and will not be withdrawn, negated, reduced or otherwise diminished in future agreements between the parties, beyond the terms identified in Section 1, above. It is also intended to be binding upon successors-in-interest to the parties hereto, if any, subject to the limitations set forth above.

3. For employees hired on or after January 1, 2007, post-retirement health insurance coverage shall be provided on a defined contribution basis, with monthly deposits made by the City into an Individual Defined Contribution Account (Retiree Medical Account) of \$225 (\$450 for family plan) during the employment period of the employee, managed by the custodian selected by the City for years 2014-2016. Employees eligible for the Defined Contribution Account will be 100% vested after five (5) years of service with the City.

16.07 Disability Insurance: For the term of this contract, the Employer will provide a group income continuation insurance plan for all employees participating in the Wisconsin Retirement System. The Employer will provide coverage identified as Income Continuation Insurance under the Wisconsin Retirement System.

Coverage as defined by this plan will provide at Employer cost, 70% of average monthly earnings, subject to a 180 day waiting period. Any additional premiums for elimination periods of less than 180 days must be paid by individual employees.

16.08 Employee Wellness Program: The City will make available three hundred dollars (\$300) for each active employee covered under the group plan described in Section 16.02, and three hundred dollars (\$300) for the spouse of each active employee covered under the group plan described in Section 16.02, for the purpose of funding enrollment in the City of Hartford Employee Wellness Program. Employees and spouses enrolled in the Employee Wellness Program may continue to receive this benefit, subject to the rules of the Employee Wellness Program.

16.09 Vision Insurance: The City agrees to pay 100% of the single and family vision insurance premiums for employees and retirees participating in the City's health plan. Only participants in the City's health insurance plan will be eligible for these vision insurance benefits.

#### **ARTICLE XVII – WISCONSIN RETIREMENT FUND**

17.01 The Employer participates in the Wisconsin Retirement Fund. For the eligible calendar years, the percent of employees share which the employee will pay for will be: three percent (3%) for 2017, four and a half percent (4.5%) for 2018 and full employees share of WRS premium for 2019.

#### **ARTICLE XVIII – CLASSIFICATION AND WAGE SCHEDULE**

18.01 The classification and wage schedule shall be made a part of this agreement and is attached hereto as Appendix "A".

18.02 Pay Periods: The pay periods for employees shall be every other Friday (26 pay periods annually). The normal pay for Patrol Officers shall be the appropriate hourly rate multiplied by 79.6 hours; and for the Detective, the normal pay shall be the appropriate hourly rate multiplied by 80.0 hours.

18.03 Shift/Work Hour Differential:

A. Eligible employees shall receive a pay differential of twelve cents (\$.12) per hour for all regularly scheduled for second and fifth shifts. Eligible employees shall receive a pay differential of twenty cents (\$.20) per hour for all regularly scheduled for third shift. These provisions shall not apply to those employees scheduled regularly to work the fourth shift. Those employees shall receive twenty five cents (\$.25) an hour for all regularly scheduled hours of work on fourth shift.

B. Any other employees normally assigned to work more than half their work hours between the hours of 2:00 p.m. and 6:00 a.m. shall receive a proportion of the applicable differential pay based on the percentage of hours normally worked between those hours.

18.04 Certified Field Training Officer: Employees assigned as Certified Field Training Officer shall receive two hundred fifty dollars (\$250) annually in addition to the applicable hourly rate listed in Appendix "A" when they are assigned those duties for a period of five (5) or more complete regular shifts in a calendar year.

18.05 Payday: Payday shall be every other Friday for the employees covering any period through the previous Sunday. As soon as possible following the ratification date of this Agreement, but not later than July 1,

2012, the City of Hartford shall initiate payment by direct deposit into bank accounts identified by each employee. All employees shall then be paid in this manner.

18.06 Officer in Charge: Whenever a member of the bargaining unit is required to assume the duties and responsibilities of the officer in charge for a period of four (4) hours or more, he/she shall receive an additional \$1.00 per hour for all such time worked.

18.07 Lateral Entry: The intent of this section is to define a process by which lateral entry of experienced officers can be accomplished as a supplement to the department's normal recruitment process.

1. Any sworn officer hired to the rank of police officer under the lateral entry protocol may receive a starting annual salary and a vacation allowance commensurate with their years of experience as a sworn law enforcement officer.
2. Sworn officers hired as a police officer under the lateral entry protocol will begin to earn seniority rights and privileges within the bargaining unit on the date of hire with the Hartford Police Department.
3. Any promotion criteria, as established by the Chief of Police, relating to eligibility for promotion, will only consider the time in rank as a member of the Hartford Police Department.

18.08 Training Academy Pay: Effective January 1, 2017, new hires sent to a training academy by the City will be paid at a rate of 75% of the Patrol Officer Step 1 pay grade in Appendix "A" for the duration of their training, up to and until graduation. Any time spent at a training academy will not count toward a Patrol Officer's classification under Article XVIII and Appendix "A". After the two years employment, the employee shall be eligible for a lump sum payment equaling the differential not paid while at the academy.

## ARTICLE XIX – UNIFORMS

19.01 Initial Issue: The City shall, at no cost to employees, furnish all employees with initial uniforms and equipment, as determined by the Chief of Police. Uniforms and equipment provided by the City shall remain the property of the City.

19.02 Replacement: Any uniform or equipment item provided under Section 20.01 which no longer meets the standards of the Chief of Police or, through use while on duty, becomes damaged or worn beyond repair, or otherwise is not presentable in a first class condition or no longer meets the standards of the Chief of Police, shall be promptly replaced by the City at no cost to the employee upon verification by the Chief of Police or management designee. Any change in uniform will not affect uniform quantity.

19.03 Cleaning: The City shall pay for the dry cleaning of non-washable jackets/parkas as needed, upon verification by the Chief of Police.

19.04 Departure of Employees: When an employee leaves the department, he/she shall return the same quantity of uniforms and equipment as originally issued to the employee by the City.

19.05 Civilian Clothes: The Detectives and Police School Liaison Officers shall receive six hundred (\$600.00) annually for the maintenance and replacement of civilian clothes.

## ARTICLE XX – SENIORITY

20.01 Computation: Seniority shall accrue to the original date of continuous employment within the bargaining unit, except employees on probation shall not accrue seniority until completely serving their probationary period at which time seniority will date back to such original date of continuous employment.

20.02 Probationary Period: The first twelve (12) months of continuous service shall constitute an employee's probationary period. Excused absence shall not break continuous service. Any appointee may be removed during the probationary period at the discretion of the Chief of Police.

20.03 Loss of Seniority: An employee shall lose his/her seniority rights if he/she quits, retires or is discharged for just cause. Seniority shall continue to accumulate during all periods of vacation, sick leave and authorized leaves of absence.

20.04 Application: Seniority shall apply in promotions, transfer, shift schedules, layoffs, recall from layoff and vacation scheduling as provided in other articles of this Agreement.

## ARTICLE XXI – LAYOFF/RECALL

21.01 Layoff Procedure: Should a reduction in personnel become necessary, the least senior employee shall be the first person laid off, provided that those employees retained are capable of carrying on the department's usual responsibilities.

21.02 Recall Procedure: The last person laid off shall be the first person recalled to work, provided that he/she is capable of assuming his/her usual duties.

21.03 City-wide Seniority: For purposes of this section only, seniority shall refer to City-wide seniority rather than bargaining unit seniority for employees in the department as of October 9, 1974.

## ARTICLE XXII – PROMOTIONS AND TRANSFERS

22.01 Policy: It shall be the policy of the Employer to give consideration to present employees when permanently filling job vacancies within the bargaining unit resulting from the separation of the incumbent employee, the creation of new positions, or for whatever reason.

22.02 Posting: Job vacancies shall be posted on bulletin boards in the work area for at least five (5) work days. The job posting shall set forth the job title, shift rate of pay, and a brief description of the job requirements and qualifications desired.

22.03 Selection: Any employee interested in such vacancy may sign the job posting. Selection of an employee to fill the job vacancy shall be based on qualifications and seniority. When the qualifications of two or more applicants are relatively equal, seniority shall prevail. Any dispute regarding the qualifications of an employee under this section shall be subject to the grievance procedure.

## ARTICLE XXIII – DISCIPLINE AND DISCHARGE

23.01 Procedure: The Chief of Police shall have the right to discipline or discharge employees for just cause.

23.02 Wisconsin Statutes 62.13: Suspension, reduction in rank, or dismissal shall be governed by Section 62.13 Wisconsin Statutes. Nothing contained herein shall limit an employee's right to a hearing pursuant to said statute in the event that formal charges are filed against him/her.

#### ARTICLE XXIV – GRIEVANCE PROCEDURE

24.01 Any grievance which may arise between the Employer and the employee or the Employer and the Unit involving the application, interpretation or enforcement of this Agreement shall be subject to the following procedure:

Step 1: The employee, accompanied by a representative of the Unit if he/she so desires, shall present the grievance in writing to his/her immediate supervisor as soon as possible, but in any event no later than ten (10) days after the occurrence thereof. The supervisor shall attempt to make a mutually acceptable settlement of the grievance, and shall respond in writing to the employee within three (3) work days.

Step 2: If a satisfactory settlement is not reached as outlined in Step 1, the grievance shall be reduced to writing and presented to the Chief of Police within five (5) workdays of the Step 1 answer. The Chief of Police shall meet with the aggrieved employee, accompanied by a representative of the Unit if he/she so desires, within five (5) work days of the receipt of written grievance, and shall respond in writing within five (5) work days after such meeting is held.

Step 3: If a satisfactory settlement is not reached as outlined in Step 2, the grievance shall be presented in writing to the City Administrator within five (5) workdays of the Step 2 answer. The City Administrator shall meet with the aggrieved employee, accompanied by a representative of the Union if he/she so desires, on a mutually agreeable date, and shall respond in writing within ten (10) workdays after such meeting is held.

Step 4: If a satisfactory settlement is not reached in Step 3, the union may, within five (5) work days thereafter, initiate arbitration by notifying the Employer of its desire for the matter to be heard by the Wisconsin Employment Relations Commission and filing the matter with that body for grievance arbitration. The parties shall attempt to reach agreement on a WERC arbitrator. If no agreement can be reached the parties shall request the Wisconsin Employment Relations Commission to provide a panel of five (5) arbitrators. Both parties shall have the right to delete two (2) names from the panel in alternate strikes, the party having initiated the proceeding having the first strike, with the remaining person being the third member of the Board.

Expenses: The expenses for the grievance arbitration shall be borne equally by each party. Each party shall be responsible for compensating its own witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing such party pays for the record. If both parties desire a verbatim record, such cost shall be borne equally.

Decision of Arbitrator : The decision of the Arbitrator shall be final and binding on the parties and the board shall be requested to issue its decision within thirty (30) days after the conclusion of testimony and argument. The Arbitrator, in arriving at his/her decision, shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement.

24.02 Time Limits: Any grievance not processed within the above time limits shall be considered withdrawn, provided however, that any time limits shall be extended for good cause upon request of the Unit. Saturdays, Sundays and holidays shall not be considered in the computation of any of the above time periods, except the ten (10) day period in Step 1.

24.03 Information: When a grievance is required to be in writing, it shall state the specific provision or provisions of the Agreement alleged to have been violated.

#### **ARTICLE XXV – UNIT ACTIVITIES**

25.01 The Employer agrees that the time spent in the conduct of grievances and in bargaining during regular working hours shall not be deducted from the pay of delegated employee representatives of the Unit. These representatives shall make arrangements with their fellow officers to cover said shifts. Compensatory time will be exchanged between these officers at no additional cost to the Employer.

25.02 Bulletin Board: The City agrees to provide a bulletin board in a mutually agreed upon location within the squad room for the Association's use. The bulletin boards are to be used by the Association for notices only of the following: Association meetings, Association elections, Association appointments, Association recreational and social events and other official Association business. The bulletin board is not to be used for endorsement of political candidates or other public election issues.

#### **ARTICLE XXVI – FAIR SHARE AGREEMENT**

26.01 Representation: The Unit will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and nonmembers, therefore, will be required to pay their proportionate share of the costs of the collective bargaining process and contract administration, in keeping with Section 111.70 Wisconsin Statutes.

26.02 Dues Deduction:

A. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

B. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and, therefore, all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

A. The Employer agrees that it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement the amount of money certified by the Association as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

B. The collective bargaining representative shall indemnify and save the City harmless against any and all claim, demands, suits, orders, judgments or other forms of liability against the City that arise out of the City's compliance with this fair share agreement.

26.03 Administration: The City shall pay any amounts deducted pursuant to 26.02 above to the Hartford Police Unit, Local #464 on or before the end of the month in which the deductions are made.

26.04 Employees on No Pay Status: The City shall not be required to submit any amounts to the Unit under this article for employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the City to make such deductions.

#### **ARTICLE XXVII – OUTSIDE PART-TIME EMPLOYMENT**

27.01 Employees are expressly prohibited from engaging in any other business or occupation, except part-time occupations approved by the Chief of Police.

#### **ARTICLE XXVIII – MUTUAL AID**

28.01 In case of mutual aid to other governmental units, the Employer shall pay employees their regular salaries, and shall be responsible for any other indebtedness which might occur to employees or equipment while employees are acting in the capacity of a police officer under such mutual aid agreement.

#### **ARTICLE XXIX – NO STRIKE – NO LOCKOUT**

29.01 No Strike: During the term of this Agreement, the employees shall not strike for any reason, nor shall the Unit cause or counsel its members to strike.

29.02 Association Action: Upon written notification by the Employer to the Unit that its members are engaged in a strike, the Unit shall immediately in writing order such members to return to work immediately.

29.03 No Lockout: During the term of this Agreement, the Employer shall not lockout its employees.

#### **ARTICLE XXX – SEVERABILITY**

30.01 Should any provision of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The parties hereto shall immediately meet and negotiate to find a satisfactory solution to the issue in violation of the law.

#### **ARTICLE XXXI – AMENDMENTS AND AGREEMENT**

31.01 Amendments: This Agreement may not be amended except by the mutual consent of the parties in writing.

31.02 Entire Agreements: This Agreement constitutes an entire agreement between the parties, and no verbal settlement shall supersede any of its provisions.

#### **ARTICLE XXXII – EDUCATION REIMBURSEMENT PLAN**

32.01 Reimbursement Plan: The City agrees to reimburse employee for tuition and book expenses for successfully completed preapproved courses.

#### **ARTICLE XXXIII – DURATION**

33.01 Duration: This Agreement shall become effective January 1, 2017 and shall remain in effect through December 31, 2019. It shall continue in full force from year to year thereafter until such time that either party desiring to open, alter, or amend, or otherwise change this Agreement shall serve written notice upon the other not later than August 1 of each year. The parties shall simultaneously exchange initial bargaining proposals through the mail on a mutually agreeable date. That date shall normally be within 45 calendar days from the date the written notice to reopen the Agreement was sent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF HARTFORD

HARTFORD POLICE UNIT

\_\_\_\_\_  
Timothy C Michalek, Mayor

\_\_\_\_\_  
Union President

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

\_\_\_\_\_  
Union Secretary

\_\_\_\_\_  
Brent Hart, Wisconsin Professional Police Association

**APPENDIX "A"**  
**HOURLY WAGE SCHEDULE**  
**LOCAL #464**

Classification	1/1/16	1/2/17	1/1/18	12/31/18	
Patrol Officer					
Step 1	\$25.56	\$25.50	\$26.01	\$26.66	
Step 2 - After 6 months	\$26.68	\$26.52	\$27.05	\$27.73	
Step 3 - After 12 months	\$27.68	\$28.23	\$28.80	\$29.52	
Step 4 - After 24 months	\$28.97	\$29.55	\$30.14	\$30.89	
Step 5 - After 36 months	\$30.42	\$31.54	\$32.17	\$32.97	
Detective	\$32.40	\$33.05	\$33.71	\$34.55	

2017 Contract Language Issues

6.07 Division of Overtime:

TA #1: \_\_\_\_\_,

- A. Members of the Association acknowledge that, both professionally and contractually, they are expected to respond to overtime requests of the department. To that end, officers will respond to telephone requests for overtime when so called upon.
  
- B. Overtime, other than specified in Section 6.01 of the contract, shall be offered to members of the association via the following process:
  - 1. Overtime will be offered by seniority, based on the member’s date of employment, from most senior to least senior.
  - 2. If the vacancy creating a need for overtime cannot be filled in Step 1, the least senior officer working before the vacancy will be assigned to cover the first four (4) hours of the shift, and the least senior officer working after the vacancy will be assigned to cover the second four (4) hours of the shift.
  - 3. A member assigned to cover a portion of a vacancy creating a need for overtime in Step 2, may make arrangements of their own to have other association members cover the assigned hours if they so choose. However, the assigned member will be responsible to ensure that their replacement reports for duty, or they will still be required to cover the assigned hours themselves.

Should these steps fail to fill any portion of the vacancy that has created the need for overtime it will be filled with a non-represented sworn officer, and the association will be in breach of this agreement. The Chief of Police will give written notice to the association representative that this agreement has been breached. Any notice of breach will be in effect for one year from the date of the written notice. If a second breach of the agreement occurs in that time period, the City reserves the right to deny or to address future requests for non-departmental organizations requesting police services through adjustments to minimum staffing levels.

Article IX – Vacations

TA #2 \_\_\_\_\_,

9.02 Scheduling: Vacation schedules are to be worked out and approved by the Chief of Police or Chief’s designee. An employee’s length of service in the department will be respected in the selection of time for vacations. Vacation may be taken in increments of four (4) hours or more at the beginning or end of each shift. When vacation days(s) are requested and there are already personnel on floating holidays or vacation days on the day(s) requested as to cause a shortage, the day(s) will be denied. **However, if a person is taking an extended block of vacation days and /or floating holidays totaling ~~four (4)~~ five (5) or more days in a row, the days will be granted and coverage will be called in on overtime to accommodate the request, if it is requested at least 90 days in advance. Vacations may be scheduled up to one year in advance.** Compensatory time off may not generate additional overtime or compensatory time under any circumstances.

Article XIV – Sick Leave

TA# 3 \_\_\_\_\_,

14.01 Accumulation (Maximum): Employees hired prior to January 1, 2014 may accumulate a maximum of seven hundred thirty-six (736) hours sick leave in their individual accounts. Employees hired on or after January 1, 2014 may accumulate a maximum of five hundred ten (510) hours sick leave in their individual accounts.

Proposal

14.01 Accumulation (Maximum): Employees hired prior to January 1, 2014 may accumulate a maximum of seven hundred thirty-six (736) hours sick leave in their individual accounts. Employees hired **between January 1, 2014 and December 31, 2016 may accumulate a maximum of five hundred ten (510) hours sick leave in their individual**

accounts. Employees hired on January 1, 2017 or later may accumulate a maximum of four hundred eighty (480) hours sick leave in their individual accounts.

**Article XVI – Insurance**

TA #5 \_\_\_\_\_, \_\_\_\_\_

**16.02 Hospitalization and Surgical Insurance:** If an active employee covered by the City of Hartford family health plan dies, the insurance coverage afforded his/her spouse and/or any qualified dependent children covered by the City's plan at the time of death, shall continue for a three (3) year period from the date the active employee dies, with the City paying the full cost of the applicable plan.

**Proposal**

**16.02 Hospitalization and Surgical Insurance:** If an active employee covered by the City of Hartford family health plan dies, the insurance coverage afforded his/her spouse and/or any qualified dependent children covered by the City's plan at the time of death, shall continue for a three (3) year period from the date the active employee dies, or until such time that the widow or dependent child marry or remarry, with the City paying the same cost of the applicable plan as it did at the time of death.

TA #6 \_\_\_\_\_, \_\_\_\_\_

**16.06 Health Insurance – Coverage Upon Retirement (Paragraph 3):** If a retired employee, as defined above, and his/her spouse divorce at any time after the employee retires, single plan coverage shall be available to the spouse. If the retired employee is required under the terms of the Qualified Domestic Order issued by the court to provide health insurance coverage to his/her ex-spouse, the City shall pay the premium cost of such coverage consistent with the terms of Section 16.06 (A). If the retired employee is not required under the terms of a Qualified Domestic Order to provide health insurance coverage to his/her ex-spouse, single plan coverage under this Section will be available to the ex-spouse, subject to prevailing COBRA regulations and payment of one hundred percent (100%) of the premium cost of such insurance coverage.

**Proposal**

**16.06 Health Insurance – Coverage Upon Retirement (Paragraph 3):** If a retired employee, as defined above, and his/her spouse divorce at any time after the employee retires, the employee will be offered the single plan coverage and no insurance will be offered the ex-spouse.

TA #7 \_\_\_\_\_, \_\_\_\_\_

**Article XVII – Wisconsin Retirement Fund**

**17.01** The Employer participates in the Wisconsin Retirement Fund. For calendar years 2014 and 2015, employees will pay one-half percent (1/2%) of eligible employee wages as an employee share of the WRS premium. For calendar year 2016, employees will pay one percent (1%) of eligible employee wages as an employee share of the WRS premium.

**Proposal**

**17.01** The Employer participates in the Wisconsin Retirement Fund. For the eligible calendar years, the percent of employees share which the employee will pay for will be: three percent (3%) for 2017, four and a half percent (4.5%) for 2018 and full employees share of WRS premium for 2019.

TA #8 \_\_\_\_\_, \_\_\_\_\_

**18.08 Training Academy Pay:** Effective January 1, 2017, new hires sent to a training academy by the City will be paid at a rate of 75% of the Patrol Officer Step 1 pay grade in Appendix "A" for the duration of their training, up to and until graduation. Any time spent at a training academy will not count toward a Patrol Officer's classification under Article XVIII and Appendix "A". After the two years employment, the employee shall be eligible for a lump sum payment equaling the differential not paid while at the academy.

TA #9 \_\_\_\_\_, \_\_\_\_\_

**Appendix "A"**  
**Hourly Wage Schedule**  
**Local #464**

**Wage Increases:**

1/1/17 2%

1/1/18 2%

1/1/19 2.5%

**APPENDIX "A"**  
**HOURLY WAGE SCHEDULE**

**LOCAL #464**

Classification	1/1/16	1/2/17	1/1/18	12/31/18	
Patrol Officer					
Step 1	\$25.56	\$25.50	\$26.01	\$26.66	
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Step 3 - After 12 months	\$27.68	\$28.23	\$28.80	\$29.52	
Step 4 - After 24 months	\$28.97	\$29.55	\$30.14	\$30.89	
Step 5 - After 36 months	\$30.42	\$31.54	\$32.17	\$32.97	
Detective	\$32.40	\$33.05	\$33.71	\$34.55	

**EXECUTIVE SUMMARY**

**TITLE:** Approving 2017 Fire Contracts

**BACKGROUND:**

The City Fire Department has historically protected and responded to fires and emergencies in not only the City of Hartford, but also portions of the Town of Erin, Town of Hartford, and Town of Rubicon.

To provide this service, the City enters into annual agreements with those townships for the explanation of services and expected compensation.

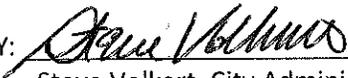
Said compensation is based on past year's level of payment plus growth due to CPI-U adjustment or equalized value increase.

**FISCAL IMPACT:**

Minimal increase in prior year's agreements.

**RECOMMENDATION:**

Staff recommends the approval of the 2017 Fire Agreements with the Towns of Hartford, Rubicon and Erin.

PREPARED BY:  DATE: 9-21-16  
Steve Volkert, City Administrator

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Paul Stephans, Fire Chief

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

Committee Routing: Common Council

September 27, 2016



# City of Hartford

CITY HALL - 109 NORTH MAIN STREET · HARTFORD, WI 53027-1591

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September 9, 2016

Julie Kriewaldt, Clerk  
Erin Township  
1846 State Highway 83  
Hartford, WI 53027-9774

RE: Fire Service Amount for 2017

Dear Ms. Kriewaldt:

The City of Hartford has calculated the Town of Erin's fire service amount for 2017 as \$150,149.72 based on the 2016 equalized value of improvements in the township of \$327,599,400.

Please confirm these numbers at your earliest convenience. If you have any questions you can contact me at 262-673-8204.

Sincerely,  
CITY OF HARTFORD

Steve Volkert  
City Administrator

cc: Dawn Timm, Finance Director

# PROPOSAL

## FIRE SERVICE AGREEMENT BETWEEN THE TOWN OF HARTFORD AND CITY OF HARTFORD, WISCONSIN

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **TOWNSHIP OF HARTFORD**, Washington County, Wisconsin (hereinafter the "Town"), and the **CITY OF HARTFORD**, Washington/Dodge Counties, Wisconsin, (hereinafter the "City").

Because the Town is desirous of engaging the City to furnish fire protection, prevention, and inspection services to the Town, excluding sections 1, 2, 3, 4, 11, 12, and 13; and because the City possesses fire fighting personnel and equipment capable of providing the service, the City agrees to furnish the Town with fire protection, prevention, and inspection services in the twenty-nine (29) sections listed above, subject to the following terms and conditions.

1. The Town agrees to pay the City \$117,382.00 for this service in calendar year 2017.
2. The Town also agrees annually to pay to the City an additional 80.56% (representing 29 of 36 Town sections served) of the total 2% fire insurance rebate check received during that year, within sixty (60) days of receipt. No other charges for fire protection, prevention, inspection, or hazmat response shall be made by the City, regardless of the number, type, or duration of fires, hazmat response, or the number of personnel responding. However, the City may charge the Town for the cost of a materials fire or spill requiring special equipment or materials to extinguish or contain. The City agrees not to charge the Town of Hartford for the cost of ambulance service provided during the term of this agreement.
3. The City agrees to maintain fire fighting and hazmat response equipment to enable it to comply with the terms of this agreement and to maintain said equipment in serviceable condition ready to answer calls in the Town twenty-nine (29) sections identified above at any time during the entire period covered by this agreement, and to provide hazmat level "B" response as required.
4. The City agrees to answer all calls in the twenty-nine (29) Town sections identified above. The City will respond to calls with whatever type and quantity of resources deemed necessary by the Fire Chief to meet a fire emergency.
5. The City is under no obligation to the Town to extinguish marsh fires within the twenty-nine (29) Town sections.
6. This Agreement shall continue and remain in force for a period of 12 months commencing January 1, 2017 and ending December 31, 2017.

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

TOWN OF HARTFORD

CITY OF HARTFORD

\_\_\_\_\_  
Maurice Strupp, Chairperson

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

\_\_\_\_\_  
Marvin Justman, Clerk

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

## PROPOSAL

### FIRE SERVICE AGREEMENT BETWEEN THE TOWN OF RUBICON AND CITY OF HARTFORD, WISCONSIN

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **TOWN OF RUBICON**, Dodge County, Wisconsin (hereinafter the "Town"), and the **CITY OF HARTFORD**, Washington/Dodge Counties, Wisconsin, (hereinafter the "City").

Because the Town is desirous of engaging the City to furnish fire protection, prevention, and inspection services, and emergency medical service, to the Town sections 1, 2, 11, 12, 13, 14, 15, 23, 24, 25, 26, 35, and 36, as well as all driveways off Highway P south to Cherry Hill Road, and north to County Trunk NP, and the entire Village of Rubicon proper; and, because the City possesses fire fighting personnel and equipment capable of providing the service, the City agrees to furnish the Town with fire protection, prevention, and inspection services in the thirteen (13) sections listed above and all driveways off Highway P south to Cherry Hill Road, and north to County Trunk NP, and the entire Village of Rubicon proper, commencing January 1, 2016, subject to the following terms and conditions:

1. The Town agrees to pay the City \$31,907.13 for this service in calendar year 2017, which represents \$2,454.39 per section.
2. The Town also agrees annually to pay to the City an additional 36.11% (representing 13 of 36 Town sections served) of the total 2% fire insurance rebate check received during that year, within sixty (60) days of receipt. No other charges for fire protection, prevention, inspection, or hazmat response shall be made by the City, regardless of the number, type, or duration of fires, hazmat response, or the number of personnel responding. However, the City may charge the Town for the cost of a materials fire or spill requiring special equipment or materials to extinguish or contain. In such cases the parties agree to work together to recover such costs against the property owner or whoever else may be responsible including special assessments if available.
3. The City agrees to maintain fire fighting and hazmat response equipment to enable it to comply with the terms of this agreement and to maintain said equipment in serviceable condition ready to answer calls in the Town service area identified above at any time during the entire period covered by this agreement, and to provide hazmat level "B" response as required.
4. The City agrees to answer all calls in the Town service area identified above. The City will respond to calls with whatever type and quantity of resources deemed necessary by the Fire Chief to meet a fire emergency. Furthermore, the City will provide medical transport to all 36 sections in the Town of Rubicon at no additional cost to the Town.
5. This Agreement shall be reviewed by both the Town and the City on or before October 1, 2017. If this Agreement is not cancelled or modified by that date, the Agreement shall automatically renew for a term of one year on the same terms as are then in place.
6. This agreement shall continue and remain in force for a period of 12 months commencing January 1, 2017 and ending December 31, 2017.

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

TOWN OF RUBICON

CITY OF HARTFORD

\_\_\_\_\_  
Thomas J. Schaefer, Chairperson

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

\_\_\_\_\_  
Krista L. Becker, Clerk

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

**EXECUTIVE SUMMARY**

**TITLE:** Health Insurance Consultant Contract.

**BACKGROUND:**

The City employees and retirees are offered health insurance through a self-insured medical plan.

Since becoming self-insured, the City has contracted with an Insurance consultant to review plans, make recommendations on plan design, negotiate premiums and make changes when needed on behalf of the City.

In July, the City went out for RFP for insurance consultants. Nine companies responded to our request and of those nine, five were interviewed in person.

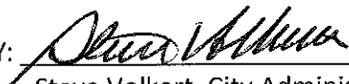
The recommendation to Administration was to pick the Horton Group of Waukesha, WI, (headquartered in Orland Park, IL) due to range of experience, personnel on staff to assist the City staff, and price.

**FISCAL IMPACT:**

The City will save \$6,000 per year on consultant costs by moving from Willis Towers Watson of Brookfield, WI to Horton Group of Waukesha, WI.

**RECOMMENDATION:**

The staff recommends entering into a one-year contract with Horton Group of Waukesha, WI to serve as the City's Health Plan Consultants.

PREPARED BY:  DATE: 9-21-16  
Steve Volkert, City Administrator

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ian Prust, City Attorney

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

Committee Routing: Common Council

September 27, 2016

# Fee Agreement

This Agreement is made this 1st day of October, 2016, between the City of Hartford of 109 N. Main Street, Hartford, WI 53027, hereinafter referred to as the "THE CITY", and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as "Horton".

WHEREAS, Horton, together with its affiliated entities (its "Affiliates"), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, THE CITY desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of October 1, 2016, and shall remain in effect until September 30, 2017, unless earlier terminated as hereinafter provided. THE TERM OF THIS AGREEMENT SHALL THEREAFTER BE AUTOMATICALLY RENEWED FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS TERMINATED BY EITHER THE CITY OR HORTON BY GIVING WRITTEN NOTICE OF TERMINATION AT LEAST 90 DAYS IN ADVANCE OF THE RENEWAL DATE.
2. Complete fee structure by insurance policy and service category is illustrated in the attached Fee-Based Pricing Proposal (the "Fee"). The Fee shall be compensation for the services performed by Horton in the attached Fee-Based Pricing Proposal.
3. The Fee is in addition to standard agent commissions normally paid to Horton by the Dental, Vision, FSA, Wellness, EAP, Voluntary Cancer, Accident and Critical Illness the insurance carriers involved.

The Fee is in lieu of standard agent commissions normally paid to Horton by the Administrative Services Only, Prescription Drug, VEBA Administration and Stop Loss insurance carriers involved.

Horton may receive additional compensation from the insurance companies or vendors, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, Horton is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.

4. It is understood that this Agreement is open to review at any time by either party. It is also understood that in the event Horton's retention is terminated by THE CITY within 90 days of the inception of applicable insurance policy or contract, all unearned amounts of the Fee previously paid to Horton will be refunded to THE CITY based on a pro rata calculation on the effective date of termination. It is also understood that in the event Horton's retention is terminated by THE CITY after 90 days of the inception of the applicable insurance policy or contract, the Fee outlined in this Agreement is fully earned and shall become immediately due and payable.
5. This Agreement covers only those specifically listed services above and only those operations currently insured by the insurance program to be serviced under this agreement. Any extra fees for additional services requested or required by THE CITY shall be separately negotiated.

# Fee Agreement

## Scope of Services CITY OF HARTFORD

- A. Evaluation of the cost-effectiveness of The CITY's health and insurance benefit plans.
- B. Evaluation of health care benefits that could be added, modified, or deleted and the estimated impact on monthly premiums.
- C. Identification of new program alternatives and plan structure (i.e. deductibles, co-pays, etc.) and the estimated impact on monthly premiums and the overall impact on the Health Insurance Fund.
- D. Assist The CITY with development of insurance premium structures, where applicable.
- E. Comparison of The CITY's plan structure to that of other comparable public and private employees in the local labor market, as requested by The CITY.
- F. Serve as the benefits consultant and assist The CITY in meeting its contractual obligations with its unions, and continued compliance with existing policies and laws.
- G. Review existing benefit plans, policies, data and other records as they pertain to employee benefits, and provide the necessary guidance to make informed benefits decisions.
- H. Negotiate with the insurance carriers various financial aspects of the insurance including but not limited to: claims, reserves, retention and other expenses.
- I. Assist in the development, evaluation, and selection process of health insurance related request for proposals (RFPs).
- J. Analyze the appropriate types and levels of stop-loss insurance (if applicable).
- K. Negotiate all fees with selected vendors.
- L. Negotiate provider contracts.
- M. Provide analysis of claims data, identify trends, and communicate areas of concern.
- N. Assist in revising plan documents and alert CITY staff to changes in applicable laws or regulations.
- O. Assist in the further design/development/administration of comprehensive wellness activities geared toward improving employee health and controlling costs.
- P. Assist in education and communications with employees regarding benefits developments as needed.
- Q. Assist The CITY in developing a long-term strategic plan for employee benefits.
- R. Provide consultation and advice to Management and Board Committees as needed.
- S. Provide other related services as determined to be appropriate.
- T. Attend Committees and CITY Board Meetings as necessary and requested.
- U. Strategic Planning – the selected company will assist The CITY in planning its current and future employee benefit needs. These plans may include all types of strategies.
- V. Service and Support – the selected company will assist The CITY in resolving issues with the TPA and Rx insurer, (if applicable).

# Fee Agreement

## CITY OF HARTFORD / THE HORTON GROUP Fee-Based Pricing Proposal

Our proposed service charges are as follows:

<b>Core Services</b>	<b>Billing for 10/1/16 to 9/30/17</b>
Benefit Consulting and Brokerage Support Benefit Plan Marketing Plan Installation Local Enrollment Meetings Document Review and Compliance Ongoing Administrative Client and Employee Customer Service	Annual Fee of \$24,000 to be billed monthly in equal installments of \$2,000 per month.
<b>Financial</b>	
Mid-Year Plan Performance -Benchmark Reporting and Reviews (with standard data provided by carriers)	<i>Included in Core Services</i>
Elements (Employer Portal)	<i>Included in Core Services</i>
<b>Open Enrollment</b>	
Onsite Group Enrollment (major locations)	<i>Included in Core Services</i>
<b>Voluntary Supplemental Insurance Programs</b>	<i>These products are offered on a standard commission scale.</i>

The Horton Group

# Fee Agreement

CITY OF HARTFORD

By: Steve Volkerz

Name: STEVE VOLKERZ

Its: CITY ADMINISTRATOR

Date: 9/21/16

THE HORTON GROUP, INC.

By: Kenneth Olson

Name: KENNETH OLSON

Its: DIVISION PRESIDENT

Date: 9/20/16

The Horton Group is an Equal Employment Opportunity Employer

Insurance / Risk Advisory / Employee Benefits

**HORTON**

## EXECUTIVE SUMMARY

**TITLE:** Allocating of funds for cost of engineering study for Hwy 60 Northern Reliever Route.

**BACKGROUND:**

The City has voted their support for a Hwy 60 Northern Reliever Route to improve traffic flow through the City and to the Industrial Parks.

Washington County obtained the services of SEWRPC to update a 2005 reliever route study and identify an alternative route to those chosen originally.

SEWRPC reported back to Washington County of an alternative route of using CTY Hwy K from USHWY 41 to CTY Hwy U then south on CTY Hwy U to Independence Drive.

Washington County has sent out an RFP for engineering services to conduct an Engineering Study on the cost and impact of this alternative route.

The county is now requesting that the City approve support for the alternative route and participate in paying for the actual engineering study. The study is estimated to cost \$100,000 maximum.

Understanding that this study does not guarantee the actual approval of building of said route, the City is looking at offering two options to the County Board to show our support for the Northern Reliever Route.

**FISCAL IMPACT:**

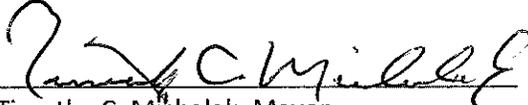
The total amount to be transferred out of General Reserve Fund for the purchase of this study would depend on the decision of the County Board but would be either up to \$50,000 in a shared arrangement or not to exceed \$100,000 in an agreement that would give the City a guarantee that the route would be built.

**RECOMMENDATION:**

The Mayor recommends that Council approve an offer to the County Board in which they could choose one of the following options:

- 1) The City transfer \$100,000 out of General Reserve Funds for the purchase of the Hwy 60 Northern Reliever Route engineering study contingent on the County and City entering into an agreement that if the study is completed and the County Board fails to vote for the building of the route before November 30<sup>th</sup>, 2017, that all funds spent on the study would be reimbursed by Washington County.
- 2) The City transfer up to \$50,000 out of the General Reserve Funds for the 50% match cost of the Hwy 60 Northern Reliever Route engineering study and the County pays the other 50%.

PREPARED BY:

  
Timothy C. Michalak, Mayor

DATE:

09/22/2016

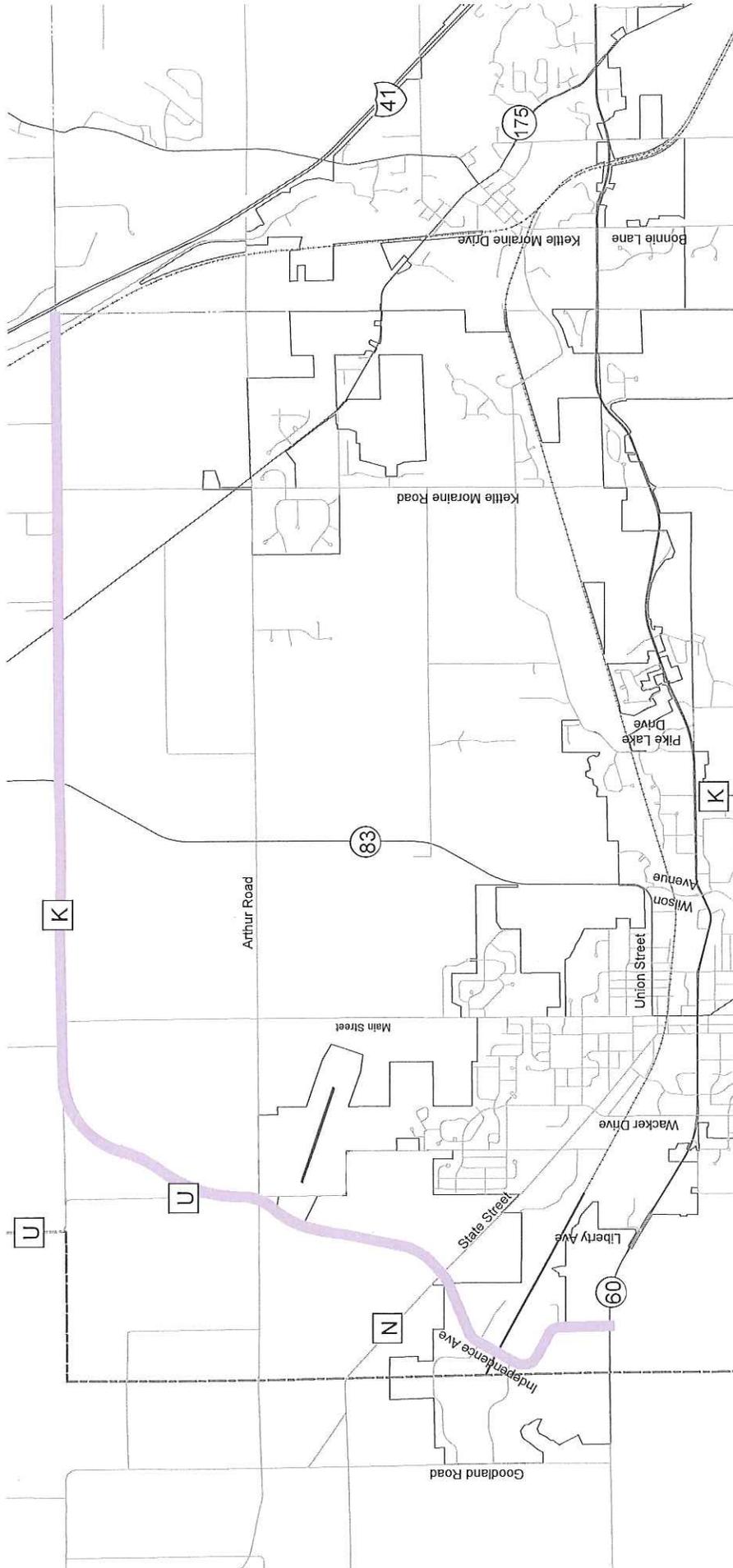
REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ian Prust, City Attorney

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

Committee Routing: Common Council

September 27, 2016

STH 60 NORTHERN RELIEVER ROUTE RECOMMENDED FOR FURTHER STUDY



**MISCELLANEOUS**

**COMMITTEE**

**REPORTS**

**FINANCE & PERSONNEL COMMITTEE**  
**September 13, 2016**

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

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

Roll Call – All members of the Committee were present.

Public Comment Period – None.

Licenses – MOTION by Alderperson Meyer, and seconded by Alderperson Jewell recommending to the Common Council the following licenses: (bartender) Katherine Davis, Whitney La Gesse. MOTION CARRIED.

Class A Liquor License – MOTION by Alderperson Wintringer, and seconded by Alderperson Jewell recommending to the Common Council approving a Class A Fermented Malt Beverage and Intoxicating Liquor license, and a Cigarette License to Route 60 Liquor, Inc. for September 29, 2016 through June 30, 2017. MOTION CARRIED.

2017-2019 Police Union Contract – The City has reached a tentative 3-year agreement with Police Local #464 WPPA/LEER. The main objectives of the City were to bring more commonality between the current benefits of non-union and union employees while increasing options for police management to reduce overtime. It is felt that this was met with this contract. Members of Local 464 have ratified the contract. City Administrator Volkert provided information on the tentative agreement, and responded to questions.

MOTION by Alderperson Meyer, and seconded by Alderperson Wintringer recommending to the Common Council ratifying the 2017-2019 Police Local #464 WPPA/LEER contract. MOTION CARRIED.

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

Respectfully submitted,  
Lori Hetzel, City Clerk

LH:pb  
FPSEPT13.16  
Compiled by Pat Borlen, Deputy Clerk

**PLAN COMMISSION**  
**City of Hartford**  
**August 8, 2016**

PRESENT: Chairperson Michalak, Members Stapleton, Regan, Henke

ABSENT: Member Kuepper, Alderperson Liaison Jewell

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** – Motion by Henke, second by Regan approving the minutes of July 11, 2016. Motion carried.

**Appearances** – There were no appearances.

**Election of Vice-Chair** – Chairperson Michalak requested nominations or volunteers for the Vice-Chair of the Plan Commission. Member Regan volunteered. Motion by Henke, second by Anderek approving the election of Dennis Regan as Vice-Chairperson. Motion carried.

**Sign Review: Furnish Traders, 31 N. Main Street**

*Executive Summary Review:*

Alixee Rheeve submitted an application for a sign for her business, Furnish Traders, at 31 N. Main Street. At the front of the building, two window signs are placed at the front windows on either side of the entry door. The window signs include lettering including the business name and ‘consigned home furnishings’, and a logo consisting of an item of furniture in a circle. The window signs are white, with no border, and take up less than the 50% maximum coverage allowed. The second sign will replace the ‘Donation Center’ roof sign at the back of the building. The sign measures 4 feet by 10 feet. The building is approximately 36 feet long, so the sign is well within the 108 square feet maximum allowed for the B-3 district. The sign is comprised of dark-stained cedar boards with the same white lettering and logo as the front sign painted on. The two pieces of anchoring hardware on the current sign will be replaced with three metal angle brackets screwed into the wood rafters that hold up the roof. The applicant also intends to paint the back entryway and window trim in a lighter color to freshen the back area. Planning Staff recommended approval of the Furnish Traders sign.

*Plan Commission Discussion, Furnish Traders Sign:*

Mr. Drew reviewed the executive summary. Chairperson Michalak requested discussion. There was no discussion. Motion by Henke, second by Stapleton approving the Furnish Traders sign. Motion carried.

**Conditional Use Permit Public Hearing for a Planned Unit Development at Riverview Commons, Located North of the Current Terminus of Liberty Avenue**

*Executive Summary Review:*

The Common Council approved the Annexation Petition and assigned a temporary zoning of Rm-3 in July, 2016. Premier Real Estate Management has submitted a plan for seven 12-unit buildings. The property is zoned Rm-3 Multi-Family Residential. Multi-Family buildings of this size are allowed in the Rm-3 Multi-Family Residential District as a Conditional Use (up to 24 unit buildings can be approved). The Rm-3 Multi-Family District requires 2,074 square feet per dwelling unit. The proposed average area per multi-family unit is approximately 7,160 ft<sup>2</sup> for the property. Common areas, including yards and parking lots shall be maintained by the owner. The Developer has not requested reduced setbacks as part of the PUD. The Development Plan meets the standard 25-foot street-yard and 20-foot sideyard setbacks. In addition, the structures must be separated by at least 20 feet. A minimum 50-foot building separation is proposed. The sum total of the first floor of the principal building and all accessory buildings shall not exceed 25% and the lot coverage proposed for the seven apartment buildings is approximately 17% of the 15-acre site. Staff believes that the scale of the proposed 12-unit buildings (14,400 square feet) is appropriate in this area given the separation of the proposed buildings to surrounding development (at least 240 feet), and the scale of the commercial development to the south (Wal-Mart). The Planning Staff recommended approval of a Conditional Use Permit for a Planned Unit Development for seven 12-unit buildings at Riverview Commons.

*Plan Commission Public Hearing, Planned Unit Development, Riverview Commons:*

Chairperson Michalak opened the public hearing and requested reading of the notice. Mr. Drew read the public hearing notice, and proceeded to review the executive summary and explain some of the points. Chairperson Michalak requested appearances in favor. Sarah Hildebrand from Premier Real Estate and Tim Lynch from Lynch and Associates appeared in favor. Mr. Lynch also noted favorable reviews by the DNR for wetland location. Chairperson Michalak requested appearances in opposition. There were no appearances in opposition. Chairperson Michalak closed the hearing and requested discussion by the Plan Commission. There was no discussion by Plan Commission members. Chairperson Michalak requested official action regarding the conditional use permit for Riverview Commons. Motion by Henke, second by Regan for approval of the conditional use permit. Motion carried.

**Site Plan Review, Goeman's Rapid Mart Car Wash, 2712 East Sumner**

*Executive Summary Review:*

Goeman's Rapid Mart seeks approval for a 4,600 square foot car wash structure north of the existing building. The property is surrounded by other commercial property to the west, east, and north, an institutional use to the east, and State Forest to the south. Goeman's Rapid Mart proposes a 4,600 square foot structure north of their existing building in an area that is currently a graveled area for semi-truck and trailer parking. The addition would house a drive-through car wash, office, break room, restroom, equipment room, and numerous vacuum stations on the south side of the building. The addition would be 25 feet tall, and would include two overhead doors on the east elevation, one overhead door on the west elevation, and numerous windows on the south elevation. The façade would be composed of manufactured stone system wainscot and columns along with horizontal vinyl siding and shake vinyl siding in the gables. The addition would be setback 109 feet from the east property line, 143 feet from the west property line, and 85 feet from the north property line and would meet applicable setback requirements (25 feet). The proposed addition would increase lot coverage to approximately 10.0% of the 3.07 acre lot, well below the 30%

allowed by Code. The plans show a drive area looping north of the building, splitting into two lanes to place an order and pay, and then looping back down through the car wash. Staff believes that this queuing pattern will work well and will clean up a dusty graveled area that is currently used for semi-truck and trailer parking. However, the new car wash area does not cover all of the graveled area. The plans do not show how this area will be used, but it would not be conducive to semi-trailer parking (it is too small for more than 1 or 2 trailers, and trucks would be backing up trailers near the car wash queue). Staff recommended that the remaining gravel area be planted in grass in order to give the proposed addition a more finished look. In addition, no landscaping plan for the car wash area was included. At a minimum, landscaping east of the drive-through queue will be required. The Developer will need to submit a landscaping plan for Staff to review. Staff believes the proposed addition location, size, and appearance are appropriate for the existing building and the area. The proposal also would create paved parking areas north of the existing building. These areas are currently gravel. 13 additional parking stalls are proposed south of the car wash structure, though these are intended primarily as car vacuuming stations. A photometric plan was not included. New accent lighting is proposed on the columns of the car wash structure. Given that the lighting is not intended to light away from the building, and the distance of the proposed building to other structures off property, Staff did not require a photometric plan, and does not anticipate any issues. The proposed additions will result in an increase of impervious surface (approximately 0.33 acre), which should not impact storm water drainage. No change in electric utility service is requested. A new 2 inch water lateral and a new sewer lateral are proposed for the car wash structure from the Kettle Moraine Road Right-of-Way. Engineering and Utility Staff are reviewing this proposal. A sampling manhole for the sanitary sewer will be required. Planning Staff recommended approval of the site plan as submitted for the Goeman's Rapid Mart Car Wash, subject to the remaining gravel area being planted in grass, submittal of a landscaping plan, and inclusion of a sampling manhole meeting City requirements.

*Plan Commission Discussion, Goeman's Rapid Mart Car Wash Site Plan, 2712 E. Sumner:*

Mr. Drew reviewed the executive summary, also noting that City Engineering staff are working with the owner to make sure water and sewer lateral issues are addressed. Chairperson Michalak requested discussion. Chairperson Michalak asked who will pay for the new lateral. Mr. Drew noted that the owners will pay for that. Member Henke referenced an agreement that was put in place when the property was annexed, asking if this agreement had been reviewed. Mr. Drew stated that he would check for an agreement. Chairperson Michalak agreed that a previous agreement should be reviewed, noting that he wants to help businesses, but not at ratepayers' expense. Chairperson Michalak noted that changing phosphorus regulations require more stringent monitoring and asked if these requirements have been discussed with the Goemans. Mr. Drew stated that while there has been no specific discussion with the Goemans, he has discussed monitoring requirements with Dave Piquett, director of the wastewater treatment plant. Mr. Piquett intends to monitor through the required sampling manhole. Member Anderek asked for clarification on types of vehicles going through the wash – will this include semis and large trucks? Mr. Drew replied that he did not think the walls were high enough to support semi washing, and noted that the owners were in the audience. Chairperson Michalak indicated that owners were

City of Hartford Plan Commission, August 8, 2016

shaking their heads that wash is not intended for large trucks and trailers. Motion by Anderek, second by Stapleton to approve site plan. Motion carried.

**Adjournment** – Motion by Henke, and seconded by Anderek for adjournment. Motion carried. Meeting was adjourned at 5:48 p.m.

Respectfully submitted,  
Justin Drew, City Planner

Compiled by Char Smelter, Planning Secretary

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

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

**City Bank And Investment Accounts**

Bank Accounts:

*First National Bank*

Concentration Account	Acct# 12555901	Average Monthly Balance \$1,007,386
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*First Bank Financial Centre*

DOD Rehab Loan Fund Acct	Acct# 55001017	Average Monthly Balance \$391,172
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*Landmark Credit Union*

DOD Comm Revit Loan Fund Acct	Acct# 0131028243	Average Monthly Balance \$511,418
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Investments:

Local Government Investment Pool	Current Balance \$10,892,811
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Dana Investment Services (U.S. Government Agency Investments)	Current Balance \$10,919,229
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Certificates of Deposit At Local Banks	Current Balance \$7,000,000
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Respectfully submitted,



Dawn Timm  
Finance Director/Treasurer

# HARTFORD CITY TAXI TRANSPORTATION REPORT

MONTH/YEAR:

August 2016

**TOTAL PASSENGERS:** 1668

**TOTAL MONTHLY REVENUE:** \$5,355.75

## PASSENGER INFORMATION

Senior: City: 612/7wc  
Out of Town: 1

Handicap: City: 150/26wc  
Out of Town: 0

Children: City: 15  
Out of Town: 0

Regulars: City: 832  
Out of Town: 25

Waits (Total Minutes): 299

Package Pickups: 5

Taxi Trips: 1545

Shared Rides: 663

Wheelchair Trips: 33

## HOURS INFORMATION

Loaded Hours/Minutes: 216.6

Deadhead Hours/Minutes: 253.7

**TOTAL HOURS/MINUTES:** 470.3

## FARE INFORMATION

Base Fares: \$5,154.25

Out of Town Fares: \$63.75

Wait Chgs: \$74.75

Package Pickup Chgs: \$30.00

No Show/COA Chgs: \$33.00

Taxi Tickets Sold: \$1,464.00

# of Sheets sold: 60

# of Taxi Tickets collected: 379

## MILEAGE INFORMATION

Loaded City Miles: 3516.8

Loaded Out of Town Miles: 34.1

Deadhead Miles: 1093.0

**TOTAL MILES:** 4643.9

**TOTAL FUEL USED:** 336.572

## FLEET INFORMATION

Unit #1 - 2014 Dodge Caravan

Unit #5 - 2010 Dodge Caravan

Unit #7 - 2007 Chevy Uplander

Unit #9 - 2011 Dodge Caravan