

**AMENDED  
A G E N D A  
CITY OF HARTFORD COMMON COUNCIL  
CITY HALL COUNCIL CHAMBERS  
TUESDAY, JANUARY 10, 2017  
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**

**5) COMMUNICATIONS**

A) Resignation of First District Alderperson Joe Kohler and procedure for filling the position.

B) Mid-Moraine meeting Wednesday January 25<sup>th</sup>.

**6) APPEARANCES/CITIZENS COMMENTS**

A) Introduction of Jessica Kuderer by Library Director Jennifer Einwalter.

**7) ALDERMANIC REQUESTS**

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

**8) STANDING COMMITTEE REPORTS**

**A) FINANCE & PERSONNEL**

1) Discussion and consideration of approving a bartenders license for Zachary Schaefer.

2) Discussion and consideration of adopting the Hartford City Taxi Title VI Plan dated January 10, 2017. (Executive Summary attached)

3) Discussion and consideration of approving a contract with Vandewalle & Associates for downtown plan implementation services. (Executive Summary attached)

**B) PUBLIC WORKS**

1) None.

**C) UTILITY**

1) None.

**9) RESOLUTIONS AND POSSIBLE ACTION THEREON**

A) Resolution No. 3469– A preliminary resolution for the levying of special assessments under Section 66.0703 WI Statutes for the installation of sidewalk in Simon’s Pleasant Valley Addition No. 2 and 1396 and 1440 Patton Drive. (Executive Summary attached)

**10) ORDINANCES**

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

1) None

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

1) None

**11) CITY ADMINISTRATOR’S REPORT**

A) Discussion and consideration of approving the Thirteenth-Amended Agreement for the Operation of the Mid-Moraine Municipal Court. (Executive Summary attached)

B) Discussion and consideration of approving a municipal sewer and water service agreement with Craig Bernhagen – 3568 Wayside Drive. (Executive Summary attached)

**12) MAYOR’S REPORT**

A) Washington County Board update.

B) Discussion and consideration of dropping the non-resident fee of \$15 for community choir in the 2017 choir sessions. (Executive Summary attached)

C) Discussion and consideration of a proposal to extend a water hookup deadline. (Executive Summary attached)

**13) ADJOURNMENT**

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

UNANAMOUS CONSENT AGENDA  
CITY OF HARTFORD  
JANUARY 10, 2017

The following items will be acted on in one motion unless a request is made by one of the members of the body that an item be removed from the consent agenda and acted on individually.

MOTION BY ALDERPERSON \_\_\_\_\_ SECONDED BY  
ALDERPERSON \_\_\_\_\_ THAT THE FOLLOWING ITEMS ON THE  
UNANIMOUS CONSENT AGENDA BE APPROVED BY THE COMMON  
COUNCIL:

- 1) The Common Council minutes of December 13, 2016.
- 2) Authorizing appropriate City officials to purchase a 2017 International truck chassis with a 48' boom from Terex Utilities, Inc., for a price not to exceed \$246,761, budgeted amount \$250,000. (Executive Summary attached)

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

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, December 13, 2016, 7:00 p.m., in the Common Council Chambers of Hartford City Hall, Mayor Timothy Michalak presiding.

**PLEDGE OF ALLEGIANCE**

Mayor Michalak led the Common Council in the Pledge of Allegiance.

**ROLL CALL**

The Mayor and all Alderpersons were present except Alderperson Kohler, who was absent and excused.

**UNANIMOUS CONSENT AGENDA**

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

1. The Common Council minutes of November 22, 2016.
2. Authorizing appropriate City officials to enter into a contract with Ross Imaging, Sheboygan, to purchase the X7500GX Color Laser MFP Copy Machine at a total cost not to exceed \$6,900; budgeted amount \$7,000. MOTION CARRIED UNANIMOUSLY.

**COMMUNICATIONS**

City Clerk Lori Hetzel provided information on the alderperson offices for the spring election.

**APPEARANCES / CITIZENS COMMENTS**

There were no appearances / citizens comments.

**ALDERMANIC REQUESTS**

All alderpersons extended holiday greetings. Alderperson Mixon noted that December 16<sup>th</sup> is midnight madness in downtown Hartford from 6 p.m. – midnight. Alderperson Hegy reported that the HCDA is in process of purchasing Washington Heights from BMO Harris Bank, after which the HCDA will be the sole owner and in complete control of the facility. Alderperson Rusniak noted that he has noticed that there are a lot of sidewalks around the City that have not been shoveled. He asked that for those who have not shoveled their sidewalk to make sure it gets done to avoid a possible citation.

**COMMON COUNCIL (12/13/2016)**

**PUBLIC HEARING "A"**  
**Rezoning Request for 264 North Pike Lake Drive**  
**and a Portion of 110 North Pike Lake Drive**

Mayor Michalak declared the public hearing open. The notice of public hearing as published in the 11/29/2016 and 12/6/2016 Daily News, and as sent to 34 affected property owners, was read by City Clerk Lori Hetzel.

The owners of 264 North Pike Lake Drive have requested that the property be rezoned from Rm-3 Multi-Family Residential to I-1 Institutional. The owner of 110 North Pike Lake Drive has requested that the property be rezoned from B-5 Highway Business to I-1 Institutional. This petition is to facilitate the creation of a large assisted living and memory care facility. The proposed assisted living facility is allowed within this designation. Both of the lots meet the minimum area and width requirements of the I-1 Institutional District. The eastern portion of both of these lots is zoned C-1 Lowland Conservancy and this overlay zoning designation would remain if the rezoning is approved.

Under "appearances for" the developer of the proposed facility provided information on the project. There were no appearances against the proposed rezoning. City Planner Drew responded to alderperson questions relating to the development. Alderpersons Jewell and Rusniak both expressed their support for the project. There being no further discussion, Mayor Michalak declared the public hearing closed.

**Ordinance No. 1364**

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

MOTION by Alderperson Mixon, and seconded by Alderperson Wintringer to suspend the rules for immediate consideration of proposed Ordinance 1364. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Jewell, and seconded by Alderperson Meyer for the adoption of proposed Ordinance 1364. MOTION CARRIED UNANIMOUSLY.

**PUBLIC HEARING "B"**  
**Petition for Direct Annexation by Unanimous**  
**Consent for Approximately 4.257 Acres**  
**Located at 477, 479, 481 and 483 STH 60**

Mayor Michalak declared the public hearing open. The notice of public hearing as published in the 11/25/2016 and 12/2/2016 Daily News, and as sent to 9 affected property owners, was read by City Clerk Lori Hetzel.

**COMMON COUNCIL (12/13/2016)**

This property is located in the Town of Rubicon with frontage on STH 60, and is owned by John and Mary Rettler. The Rettlers attempted to create a Certified Survey Map for this area earlier in 2016. The City approved it, but Dodge County denied it because it omitted the area where the homes at 477, 479 and 481 STH 60 are located. These single-family homes are all located on one lot, and the County wanted the land division to incorporate them and create separate lots for each house. The Rettlers understand that these steps are necessary prior to selling 477, 479 and 481 STH 60, but at this point are simply trying to split off a different lot with the house on it and a vacant lot in order to facilitate a sale. The County will approve the CSM if 477, 479 and 481 STH 60 are in the City, and thus on a different lot from the two new lots that would be created in the Town.

The property is south of Quad Graphics, and is contiguous to the City on the north side. The Petition for Annexation and legal description do not appear to have any discrepancies. Sanitary sewer and electric services are not available to the property at this time. The homes will continue to be served by private wells. However, if the properties are to be sold, and thus divided, infrastructure improvements would be required at that time, and water improvements would be installed as well. The land proposed for annexation is assessed at approximately \$406,850. The proposed annexation is done to facilitate a land sale for the owners. It would have no impact on the schools. Total service costs are expected to be far less than the City taxes that the project would annually generate. As no additional development is proposed, the annexation is in accord with the Smart Growth Plan. The developer has requested temporary Rs-4 single-family residential zoning that will fit the proposed uses. The subject property lies outside of the City of Hartford's adopted 20-year sanitary sewer service boundary. Sewer is not available at this time.

John Rettler, W477 Highway 60, Rubicon, appeared and spoke in favor of the proposed annexation in order for them to move forward with their proposal. There were no appearances against the proposed annexation. Mayor Michalak mentioned that if the annexation is approved, the City would then have electors in Dodge County. City Planner Drew responded to alderperson questions relating to the proposed annexation. There being no further discussion, Mayor Michalak declared the public hearing closed.

**Ordinance No. 1365**

AN ORDINANCE ANNEXING TERRITORY TO  
THE CITY OF HARTFORD, WISCONSIN  
(038-1017-2411-002 and a portion of  
Tax Key Number 038-1017-2411-000)

MOTION by Alderperson Rusniak, and seconded by Alderperson Carroll to suspend the rules for immediate consideration of proposed Ordinance 1365. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Hegy, and seconded by Alderperson Jewell for the adoption of proposed Ordinance 1365. MOTION CARRIED UNANIMOUSLY.

**COMMON COUNCIL (12/13/2016)**

**STANDING COMMITTEES**

**Finance & Personnel Committee**

Licenses

MOTION by Alderperson Randolph, and seconded by Alderperson Wintringer approving the following licenses: (bartender) Jasmine Bowers, Noelle Hetzel. MOTION CARRIED UNANIMOUSLY.

Carry-Forward Unexpended Funds

MOTION by Alderperson Mixon, and seconded by Alderperson Wintringer approving the carry-forward of \$17,341.47 for two Parks Department projects. MOTION CARRIED UNANIMOUSLY.

**Utility Committee**

Electric Rate Structure Study

A representative of WPPI Energy provided a presentation on Hartford's current electric rate structure and the potential need for a rate adjustment, and information on a proposed rate study. There would be no cost to the City of Hartford for WPPI to perform a Rate Study. It was noted that it has been approximately 11 years since the last electric rate adjustment.

MOTION by Alderperson Meyer, and seconded by Alderperson Mixon approving WPPI to perform an Electric Rate Structure Study. MOTION CARRIED UNANIMOUSLY.

**ORDINANCES**

**Ordinance No. 1362**

AN ORDINANCE AMENDING CHAPTER 42.04 OF THE HARTFORD MUNICIPAL CODE RELATING TO FEES FOR EXCESSIVE GARBAGE

Proposed Ordinance 1362 amends the language to reflect the new pricing of \$25.00 for disposal of TVs and computer monitors, effective January 1, 2017.

MOTION by Alderperson Hegy, and seconded by Alderperson Carroll to suspend the rules for immediate consideration of proposed Ordinance 1362. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Carroll, and seconded by Alderperson Randolph for the adoption of proposed Ordinance 1362. MOTION CARRIED UNANIMOUSLY.

**COMMON COUNCIL (12/13/2016)**

**Ordinance No. 1363**

**AN ORDINANCE AMENDING CHAPTER 42.04 OF THE HARTFORD  
MUNICIPAL CODE RELATING TO FEES FOR MUNICIPAL SERVICES**

Proposed Ordinance 1363 reflects the new pricing for several Emergency Medical Services items, effective January 1, 2017.

MOTION by Alderperson Mixon, and seconded by Alderperson Hegy to suspend the rules for immediate consideration of proposed Ordinance 1363. MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Rusniak, and seconded by Alderperson Mixon for the adoption of proposed Ordinance 1363. MOTION CARRIED UNANIMOUSLY.

**CITY ADMINISTRATOR'S REPORT**

Accurate Appraisers Contract

Accurate Appraisers current three-year contract with the City expires December 31, 2016. The City solicited proposals for appraiser services, with two being received. Accurate Appraisers was the lowest quote. Staff recommends that the City stay with Accurate Appraisers for another two-year term and at that time review current rates. City Administrator Volkert provided information on the proposed contract, and responded to questions.

MOTION by Alderperson Randolph, and seconded by Alderperson Jewell approving a contract with Accurate Appraisers for 2017 and 2018. MOTION CARRIED UNANIMOUSLY.

**MAYOR'S REPORT**

Mayor Michalak provided information on some recent Washington County Board activities. He mentioned the County Clerk's retirement.

**CLOSED SESSION**

MOTION by Alderperson Hegy, and seconded by Alderperson Mixon that the Common Council move into closed session under § 19.85 (1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session" relative to the downtown redevelopment update and negotiations with developers; the Common Council to reconvene in open session for adjournment only. ROLL CALL: "Ayes" 8 "Nays" 0. MOTION CARRIED UNANIMOUSLY.

**COMMON COUNCIL (12/13/2016)**

**RETURN TO OPEN SESSION**

MOTION by Alderperson Mixon, and seconded by Alderperson Randolph to return to open session at 9:04 p.m. MOTION CARRIED UNANIMOUSLY.

**ADJOURNMENT**

MOTION by Alderperson Mixon, and seconded by Alderperson Randolph for adjournment at 9:05 p.m. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,  
Lori Hetzel, City Clerk

LH:pb  
CCDEC13.16  
Compiled by Pat Borlen, Deputy Clerk

## EXECUTIVE SUMMARY

**TITLE:** Purchase a 2017 Digger Derrick Truck

**BACKGROUND:** The approved 2017 Capital Improvement Program includes \$250,000 to purchase a new digger derrick truck. This vehicle is used in the electric industry and is designed primarily for working near energized conductors while setting and removing poles and installing pole-mount transformers. In addition, this truck is used frequently for hauling poles, pulling overhead and underground wire for rebuild projects and lifting and setting heavy pieces of equipment such as three-phase transformers. The new truck would be an addition to our fleet and would be similar to our existing truck with the exception of a much greater lifting capacity.

Our existing digger derrick has a lifting capacity of 9,170 pounds with the winch line mounted at the end of the boom. The current lifting capacity is undersized and is at the maximum allowable limit when picking our largest standard transformer size offered to our customers. Transformer manufacturers are using more efficient materials, which are much heavier than traditional materials, to meet the energy efficiency requirements created by the Dept. of Energy. Therefore, a truck with a substantial increase in lifting capacity will be needed. The tip-mounted winch is also an important feature on our existing truck as it allows us to pull overhead and underground wire on rebuild projects with the use of auxiliary attachments that we have purchased in the past.

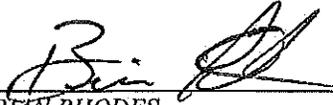
The specifications for the new digger derrick truck required a minimum boom height of 48', a winch line mounted at the end of the boom and a minimum lifting capacity of 13,700 pounds on a bare boom at a distance of ten feet from the base of the boom. In addition, vendors were required to provide the lifting capacity of the boom with auger and upper boom attached. The boom was specified to be installed on a 2017 International chassis with a fiberglass service body. Bid proposals were received from three vendors and their proposals are listed below.

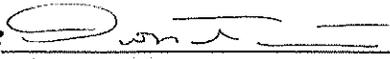
<u>Vendor</u>	<u>Lifting Capacity</u>	<u>Price</u>
1. <b>Terex Utilities, Inc.</b>	<b>11,900</b>	<b>\$246,761</b>
2. Utility Sales and Service, Inc.	9,660	\$228,762
3. Altec Industries, Inc.	9,270	\$211,209

A detailed review of each proposal was conducted. Terex Utilities Inc. was the only vendor able to meet the criteria in our specs for boom height, winch location and lifting capacity. The truck quoted by Terex Utilities will have over an additional ton of lifting capacity when compared to the other proposals which should significantly reduce wear on the boom. They are also the most responsive and responsible vendor with a proposal of \$246,761. Hartford Electric has purchased multiple trucks from Terex Utilities, Inc. in the past. Their trucks have proved to be well constructed and reliable. A one year warranty is included with the proposal.

**FISCAL IMPACT:** \$246,761 from the budgeted \$250,000 proposed in the Capital Improvement Program under Reference No. 380-13-312.

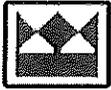
**RECOMMENDATION:** To authorize appropriate City Officials to enter into an agreement with Terex Utilities, Inc. for the purchase of a 2017 International truck chassis with a 48' boom capable of lifting 11,900 lbs. for a price not to exceed \$246,761.

**PREPARED BY:**  12/27/16  
BRIAN RHODES DATE  
UTILITY DIRECTOR

**REVIEWED BY:**  12/28/16  
DAWN TIMM DATE  
FINANCE DIRECTOR

**APPROVED BY:**  12/28/16  
STEVE VOLKERT DATE  
CITY ADMINISTRATOR

Routing: Utility Committee



**TEREX®**

**CUSTOMER ORDER ACKNOWLEDGEMENT**

Terex Utilities, Inc. - 200 Eden Way - White House, TN 37188 - Phone: 605-882-4000 - Fax: 605-882-5595

Date: 12/19/2016

Quote Number: QU07776

HARTFORD ELECTRIC  
620 WEST SUMNER STREET  
HARTFORD, WI 53027  
(262)670-3702

Attention: CURT KAMP

Unit Body Install Price: \$161,648  
Chassis: \$85,113

Grand Total Each: \$246,761

\*Plus all applicable taxes and license fees. Chassis payment is due upon chassis receipt at our facility.

Quote is valid for 30 days. Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Notes:

- 1) Delivery Terms are: FCA, Shipping Point Delivery Prepaid and Included.
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 210 - 270

Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Buyer has read and agrees to all of Seller's attached Terms and Conditions of Sale. Please fax completed form to 605-882-5595 or transmit it to your Account Manager.

Terex Utilities Inc.

*Steve Fedt*  
Sales Coordinator

*Justin Pinkalla*  
Account Manager

Accepted By:

\_\_\_\_\_

PO Number: \_\_\_\_\_

Quantity: \_\_\_\_\_

Grand Total: \_\_\_\_\_

Date: \_\_\_\_\_

**TERMS & CONDITIONS OF SALE**  
**TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.**  
**U.S. and CANADA (except Quebec)**

**1. Terms and Conditions.** These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. "Seller" herein shall be the seller identified in the Sales Order Acknowledgement or other applicable sales documents. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Seller's Parts and Equipment (hereinafter collectively referred to as "Products") sold and shipped to Buyer on and after August 1, 2016, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained herein. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

**2. Terms of Payments.** Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

**3. Taxes and Duties.** Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

**4. Title, Property, Risk and Delivery.** Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the

delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

**5. Delays Caused By Buyer.** In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

**6. Cancellation.** Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

**7. Inspection and Acceptance.** Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

**8. Warranty for New Products.** Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse,

negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

**9. Warranty for Used Equipment.** Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

**10. Remedies for Breach.** IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

**11. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

**12. Limitation of Actions.** Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

**13. Specification Changes.** In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

**14. Trade-in Offers.** Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

**15. Insurance.** Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

**16. Patents, Copyrights, Trademarks, Confidentiality.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans,

photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

**17. Default and Seller's Remedies.** In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

**18. Indemnification by Buyer.** Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

**19. Installation.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

**20. Force Majeure.** Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

**21. Anti-Corruption; Export Controls; No Boycotts.** Buyer agrees that it shall, and that any party retained by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of the Products, technology, information or warranty related services. Buyer further agrees that it shall comply with applicable laws pursuant to the Joint Comprehensive Plan of Action (JCPOA) of July 14, 2015 and any other applicable laws, resolutions, regulations or licenses for the export or re-export of Products, technology, information or warranty related services directly, or with its knowledge indirectly into Iran. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly, or with its knowledge indirectly, into Sudan. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly or with its knowledge indirectly into Cuba without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

**22. Telematics.** If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement and customer support purposes

**23. Construction and Severability.** These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of England. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. In the event of any conflict between the English version of this agreement and its translated version, the English version shall control.

**24. Jurisdiction.** The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

**25. No Assignment.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

**26. No Set-off.** Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

**27. Miscellaneous.** Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: \_\_\_\_\_



Terex South Dakota, Inc.  
500 Oakwood Rd, Watertown, SD 57201  
Phone: 605-882-4000 Fax: 605-882-1842

12/19/2016

**HARTFORD ELECTRIC**  
620 WEST SUMNER STREET  
HARTFORD, WI 53027  
Attention: CURT KAMP

Phone: (262)670-3702

**Qty. Description**

UNIT

- 1 One (1) new Terex Commander 5048 model hydraulic rotating digger derrick with a boom tip winch.

**Design Criteria:**

- \* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.
- \* Meets ANSI/ASSE A10.31-2013.

**Elevation:**

- \* From +80 degrees above horizontal to -20 degrees below horizontal.

**Dual Lift Cylinders:**

- \* Double-acting cylinders with chrome plated rods and integral holding valves. Trapezoid mounting design offers greater boom support and stability providing less wear and longer life. Either cylinder can hold the rated lifting capacity of the derrick.

**Steel Lower Boom:**

- \* The boom is a fabricated box utilizing high-strength steel plates.

**Steel Intermediate Boom:**

- \* Fabricated box constructed of high strength steel. Powered by a double acting hydraulic cylinder equipped with integral holding valves on both extend and retract ports.

**Fiberglass Hydraulic Upper Boom:**

- \* Capable of lifting the hydraulic capacity of the derrick in all positions.
- \* Tested and rated for line voltage up to and including 46 KV AC.
- \* Tapered non-metallic rollers mounted at the end of the intermediate boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking.

**Continuous And Unrestricted Rotation:**

- \* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

**Miscellaneous:**

- \* Relief valves to protect the derrick circuits and digger-winch circuits.
- \* Hydraulic hoses are equipped with permanent type hose fittings.
- \* A custom load chart stating actual lifting capacity considering all final options, chassis, body,

**Qty. Description**

outriggers, and other fixed equipment with capacity based on completed unit stability is included.

- \* A boom-angle indicator and decal are mounted on each side of the lower boom.
- \* All metallic components of the complete digger derrick device are prime painted.
- \* Two complete manuals providing operational and maintenance procedures, and a replacement parts listing.
- \* Warning decals provided with unit.

**Boom Tip Winch Including Transferable Pole Buddy Assembly:**

- \* 15,000 lb. bare drum capacity worm gear winch equipped with hydraulic counterbalance valve mounted at end of intermediate boom. Telescopic trombone tubes provide oil to the winch motor. Equipped with flanged pole buddy transferrable from intermediate boom to upper boom.
- \*Note: For use of a synthetic rope or wire rope on boom tip worm gear winch.

**Bare Boom Lift Capacities:**

- \* Boom Angle: All Booms Retracted
- \* Maximum Elevation 27850 lbs.
- \* 10 Ft. Radius 13700 lbs.

**Work Zone Capacities:**

- Median Digging Radius 21.5 ft.
- Digging Capacity at Median Radius 3116 lbs.
- Lift Capacity at Median Radius 5188 lbs.

**Sheave Height:**

- \* With intermediate boom extended, 38.7 ft. at maximum elevation.
- \* With upper boom extended, 48.0 ft. at maximum elevation.
- \* Dimensions are based on a 40" chassis frame height.

**Load Radius:**

- \* 29.2 ft. from C/L of rotation, at 0 degree, intermediate boom extended.
- \* 38.5 ft. from C/L of rotation, at 0 degree, upper boom extended.

**1 RH Open Front Command Post With Dual Joystick Pilot Operated Controls with Radio Remote Control:**

- \* Controls have integral interlock switches and adjustable arm rests.
  - \* Right hand joystick operates all boom function of up/down and extensions.
  - \* Left hand joystick operates digger, winch and turntable rotation functions.
  - \* Control joysticks include electrical interlocks that activate a hydraulic dump valve that provide flow to main control valve.
  - \* Red Emergency stop plunger.
  - \* Start/Stop on control panel.
  - \* Two Speed auger switch.
  - \* Glycerin filled pressure gauge is provided to monitor system pressure.
  - \* Permanent type control decals are provided.
  - \* Adjustable cushioned operator seat is provided as standard and includes side rails.
  - \* Hydraulic foot throttle.
  - \* Includes a control and horn.
- Radio Remote Control:**
- \* Includes (1) waist harness, (2) rechargeable batteries, (1) battery charger, (1) receiver, (1) transmitter, and placards.

**Qty. Description**

- 1 Pole Claw Arms:
  - \*Unique circular design of arms that handle poles up to 23 inch diameter.
- 1 Customer Declined, Load Moment Limiter.
  - \* Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926-14160).
- 1 Hydraulic Overload Protection for Boom system:
  - \* An Operator aid to prevent damage to the derrick by stopping selected functions if an over load occurs. The functions necessary to eliminate the overload condition remain operational, to relieve the cause of overload.
  - \* Disables boom extend, winch up, and digger dig when boom lift senses an overloaded condition.
  - \* The system is fully automatic relative to the operation and re-set functions.
- 1 Planetary gear drive rotation including spring loaded hydraulically released parking brake and reversible hydraulic motor (non-slip rotation).
- 1 Customer Declined, Anti-Two Block.
  - \* Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926.1416).
- 1 12,000 ft-lb Two Speed Digger With Hydraulic Shift (ESK 76BA):
  - \* Planetary gear drive powered by reversible hydraulic motor.
  - \* Telescopic trombone tube is provided to shift the two-speed digger hydraulically.
- 1 LH Auger Storage and Digger Hanger:
  - \* Digger hanger bracket is box section and is equipped with a transfer protection system, auger stowage bracket with self latching auger catch and hydraulic auger release.
  - \* The auger stowage bracket stores up to a 24" diameter auger, in the standard position.
  - \* Digger storage protection system to protect the auger storage cable from damage caused by over-winding. Oil from the digger system is returned to tank before the cable is over-stressed.
- 1 Nylon 1" flat webbing strap for auger roll-up.
- 1 Solid Hex Auger Shaft with Coupler:
  - \* 60" long x 2-5/8" hex auger shaft with auger adjustment holes.
- 1 Terex Texoma 20" BTA (bullet tooth auger) x 104" long - 60" of 1/2" upper & 1" lower flighting, 2 5/8" hex bushing. Rollup dish and cable pin welded in place and auger painted Terex Red.
- 1 Operator LED light at controls at command post.
- 1 Pedestal:
  - \* Square constructed pedestal has access holes for maintenance of hydraulic plumbing.
- 1 Boom Stow Protection For Controls Above Rotation:
  - \* Protects against damage from excessive down pressure by cutting off oil supply to the derrick.
  - \* Includes a 2 channel electric collector ring.
- 1 Pump For Use (Required Approximate 120% PTO):
  - Tandem vane high efficiency 3000 psi rated hydraulic pump providing 40 gallons per minute combined flow.
  - \* Provides 16 gallons per minute to boom functions and 24 gallons per minute to digger/winch

**Qty. Description**

functions and combines flow when boom is not in operation providing 40 gallons per minute to digger/winch at 1600 rpm engine speed, boom extension is faster than winch.

\* Provides up to 6 gallons per minute for tools at 700 rpm engine speed.

\*Includes pump kit.

FOR GENERAL ONLY: With the use of Radio Controls.

1 Hydraulic Reservoir:

50 gallon hydraulic oil reservoir includes 10 micron replaceable cartridge type return line filter mounted in reservoir with bypass valve incorporated in filter to prevent restricted flow.

\* A 100 mesh in screen in filter cap. A 40 mesh screen included in tank outlet and a 2 1/2" full flow gate type shut off valve.

\* Relief valves to protect the derrick circuits and digger-winch circuits.

1 Super Duty A-Frame Outriggers with swivel type stabilizer pads. (8982)

1 Super Duty A-Frame Outriggers with swivel type stabilizer pads. (8982)

1 Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets Below Rotation (Diggers):

\* Recessed at rear of truck each side for ease of view for outrigger placement.

\* Includes switches and alarm for outrigger in motion alarm.

1 Outrigger Interlock:

\* To operate the boom the outriggers must be extended.

1 Subframe constructed with an open center.

1 Tie down kit.

1 Remote Sensor Bracket:

\* Bracket to be used with the Williams remote sensor. Installed to supply sensor to work with truck engine.

\*\* ALTERED FROM STANDARD \*\*

1 International Diamond Logic will be used ILO Terex Chassis Controller:

1 Winch extension shaft for PG winch.

1 Clevis for two part line attachment.

BODY, INSTALLATION

\*\* BODY INFORMATION \*\*

1 (1) Brand FX Transverse Body:

\* As per attached Body Specifications.

\*\* BODY INFORMATION \*\*

1 (1) Steel Flatbed:

\* As per attached Flatbed Specifications.

**Qty. Description**

- 1 Install Derrick Over Rear Axle And Install All Associated Components:  
\* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/ASSE A10.31-2006.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle.  
\* Includes outrigger pad storage.  
  
Locate under Flatbed - (2) under each side.
- 4 Pendulum style retainer.
- 2 Rubber wheel chocks with eye bolt.
- 2 Wheel chock bracket, single for mounting under the body.
- 2 Pendulum style retainer.
- 1 Stationary post style cone holder.  
  
Location on Front Outriggers to be determined on Approval Drawings.
- 1 Grab handles as necessary for 3-point contact.
- 1 (2) Set(s) of Pool-Type Grab Handles:  
\* Locate at Rear - Curbside and Streetside.
- 2 Cable type gripstrut stirrup step.  
  
Locate on Curbside and Streetside Rear of Flatbed.
- 1 Rigid stirrup step mounted on side access for ground to body access.
- 1 Access step mounted on floor of the body to access the top of body compartment or access platform.  
  
Locate on Flatbed to access the Command Post Steps.

**Qty. Description**

- 1 Fold-up access step mounted on command post.  
Number of Steps to be determined on Approval Drawings.
- 1 Mud flap with logo 30" tall.  
Note: Trim As-Required.
- 1 A mounting kit for under 45" flatbed frame height for a pair of mud flaps.
- 1 Spring rewind grounding reel installed on curbside rear of tailshelf or flatbed with payout to rear. Reel includes 50' of yellow 2/0 cable and grounding clamp. Reel is compatible with either a 1-point or 3-point grounding system.
- 4 Buyers Products D-ring tie down rated for 2000# safe working, recessed, 360 degree swivel.  
Locations to be determined on Approval Drawings.
- 1 Chain Storage with recess of the subframe.
- 1 Boom rest for Digger Derrick, H-frame style weldment used on Super-Duty outriggers, 36" wide.
- 1 Front pole carrier kit bunk style with a ratchet with 2" wide webbing tie down strap to secure pole and pole bunk arm weldment.
- 1 Rear pole carrier assembly 20-24" bunk style, removable and bed mount.
- 1 Digger Derrick dual position boom rest saddle.
- 1 Peterson LED 7-lamp DOT Lighting Package:  
\* Complies with FMVSS 108.  
\* Includes required lights, junction box and wiring harness.  
\* Note: Back-up lights are incandescent.
- 1 Lighted license plate bracket kit with incandescent light.
- 1 Peterson Clearance Light Kit with 2.50" Amber, LED.
- 1 Back-up lights are LED that replace incandescent light.
- 1 Whelen 2 corner LED, Amber Strobe Light Kit with 4" grommets.  
\*Wired into On/Off switch in cab.  
Locate in Lightbar at Rear - (1) on each side.

**Qty. Description**

- 1 Whelen LED 3.5" White Flash Light. (Pair)  
\*3 LED Clusters, 10 flash pattern.  
  
Locate in Lightbar at Rear - (1) on each side.
  
- 1 (2) Whelen Century Series LED Mini Lightbar(s) with Aluminum Base:  
\* Model #MC11PA  
\* Locate on each side of Boom Rest.
  
- 1 Strobe and Golight mounting bracket weldment.  
  
Locate on Curbside of Boom Rest.
  
- 1 Strobe mounting bracket weldment mounted under the pole rack.  
  
Locate on Streetside of Boom Rest.
  
- 1 Golight 20004 LED spotlight, hand held remote and white in color.  
  
Locate on Curbside of Boom Rest.
  
- 1 Unity AG-R-H halogen 6" spotlight with round mounting bracket.  
\* 50 Watt.  
  
Locate at Rear of Pedestal.
  
- 1 Bracket for spotlight mounting.  
  
Locate on rear of Pedestal.
  
- 4 Truck-Lite 8150 - Round Work Light, LED.  
  
Locate at each of Outriggers - to illuminate outrigger legs when extended.
  
- 1 Tekonsha Voyager electric brake control.
- 1 Remote engine stop/start control from rear of vehicle.
- 1 Remote two-speed control from rear of vehicle.
- 1 15 ton pintle hook:  
\* Safety chain eyes.

**Qty. Description**

"Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."

Terex P/N: 0086018.

1 ICC rear bumper.

1 7-prong trailer socket.  
NOTE: Stop & turn signal lights on combined circuit.

1 Oil tank mounting for external reservoirs.

Hydraulic Tank to be located between Chassis Cab and Front Outriggers.

60 Fill with Hydraulic oil for low temperature use.  
\* Refer to the product maintenance manual for specific type to be used.

1 1" x 65' Samson, 2-IN-1 Stable Braid uncoated rope.

1 Miller swivel hook, 6 ton.

1 Hannay spring loaded hydraulic hose reel with 4-way roller assembly.  
\* 50' of 1/2" Hose Set.  
\* Quick disconnect HTMA male and female flush faced couplers and dust covers.  
\* Installed on hose reel with ball stop.

Locate at Rear on Tailshelf with Payout to Rear.

1 Tamper storage brackets.

Location at Rear on Tailshelf to be determined on Approval Drawings.

1 (4) Shovel Storage Tubes:  
\* 3-Inch Inside Diameter Tubing.  
\* Location on Rear of Boom Rest to be determined on Approval Drawings.

1 Safety Kit consists of the following:  
\*10-lb ABC fire extinguisher with the use of 0092099 bracket.  
\*James King triangle reflector kit.

Both items to be Ship Loose.

1 Rear view vision square light camera & 7" monitor system.

**Qty. Description**

1 General Specifications of C5048 equipped as per this quote:  
\* Reference attached Product Literature and Preliminary Load Chart  
-- for additional information.  
\* Maximum Capacity: 25970-Lbs  
\* Capacity at 10.6-Ft Radius: 11900-Lbs  
\* Maximum Horizontal Reach: 38.5-Ft  
\* Maximum Sheave Height (Based on 40-Inch Frame Height): 48.0-Ft  
\* Maximum Dig Radius: 27.1-Ft  
NOTE: Final Load Chart will be included with completed unit based on final unit with all included options (including stability / body and chassis).

1 Paint flatbed one color up to 16'.  
\*Note - Paint under carriage black.

1 Paint C5000 derrick one color.  
Paint White to match Chassis Cab.

1 Paint body floor with non-skid paint.

CHASSIS

\*\* CHASSIS INFORMATION \*\*

1 2018 International 7400 4x2 Regular Cab Chassis:  
\* As per the attached Chassis Proposal #11398-03.

SPECIAL CHARGES

1 Delivery to Customer.

OPTIONS:

ADD

Notes:

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:  
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;  
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;  
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary  
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start  
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform  
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

QUOTATION

Brand FX LLC

TEREX-WATERTOWN  
STEVE FEDT  
steve.fedt@terex.com

HARTFORD ELECTRIC

Exp. Date: 11/04/2016  
Quote No: 81182-0002  
SADL PACK: SADL E 27" SINGLE BOX SADDLE PACK

10/20/2016

Page 1

REF. NO	DESCRIPTION	QTY
	== 27" SINGLE BOX SADDLE PACK - 0.000 ==	1
	27" SINGLE SADDLE PACK	1
	SS= 27	
	CS= 27	
	OL= 27	
SB-PD20	OVERALL WIDTH - 96.00	1
	PACK DEPTH - 20.00	1
	PACK HEIGHT - 48	1
	MOUNTING HEIGHT - 30.00	1
SB-USS6	STEEL UNDERSTRUCTURE	1
ABLB	ALUMINUM BULKHEAD (LB)	1
	STEEL REAR FLAT	1
NSWGLB	STANDARD LINE BODY WHITE GELCOAT (MATCHES INTERNATIONAL 9219)	1
SB-LRR	D-RING 3 POINT LATCH STAINLESS STEEL	2
	TYPE 304 STAINLESS STEEL HARDWARE	1
SB-HSH	TYPE 304 STAINLESS STEEL DOOR HINGE	1
SB-DHVC	VINYL COVERED S/S CABLE DOOR STOPS	1
SB-DHOCR	OVER CENTER DOOR CHECK	2
SB-CTNS	NON SKID COMPARTMENT TOPS	1
SB-DRA	FULL LENGTH ALUM DRIP RAIL	1
	ALUMINUM ROCK GUARDS	1
	AUTOMOTIVE GRADE BUBBLE GASKET	1
	ONE PIECE MOLDED DOORS	1
	WITH AUTOMOTIVE FINISH	
	BOTH SIDES	
	RECESSED DOOR JAMBS	1
	FLOW THROUGH VENTILATION SYSTEM	1
	MARKER LIGHTS ONLY	1
SB-TVFGB	FIBERGLASS TRANSVERSE OPEN BOTH SIDES	1
SB-TVFH	FIXED TRAN SHELF-FULL WIDTH-MID HEIGHT	1
	OPEN TO STREETSIDE	
	LOCATION TO BE DETERMINED ON APPROVAL DRAWING	
SB-TVDA2	CAGE & DRWR-PULL 1 WAY (3) DRWR FULL WIDTH	1
	PULL CURBSIDE	
	3" DEEP	
LB	STREET FRONT COMPT	1
	-- SEE TRANSVERSE	1
SB-XLS1	-- LOCKING SWIVEL HOOK ON ADJUSTABLE RAIL	10
	MOUNTED 3-4-3	

REF. NO	DESCRIPTION	QTY	
LB	CURB FRONT COMPT	1	
SB-LPGO	-- SEE TRANSVERSE	1	
	LED FLEXGLO COMPARTMENT LIGHTING TOP & SIDES OF DOOR PRICED PER COMPARTMENT	2	

**Customer:** **Terex**  
**Hartford Electric** **Date** **10/17/2016**

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**DESCRIPTION**

**B&G Bodies Inc. 156" Treadplate Flatbed 94 inches wide.**  
12 Ga. Hot rolled Treadplate floor.  
6" structural steel Channel crossmembers on 12" centers.  
24" Wide Recessed Access steps installed on curbside.  
Stake pockets installed on 24" centers with 3" steel flat rub rail.  
7-Lamp light bar installed at rear.

**Prepared For:**  
TEREX - # 11398-03 HARTFORD C5048  
Ryan Kloos  
600 Oakwood Road  
Watertown, SD 57201-  
(605)882 - 4000  
Reference ID: N/A

**Presented By:**  
NORTH CENTRAL INTL  
Robln Kunz  
4511 NORTH CLIFF  
SIOUX FALLS SD 57104 -  
(605)336-3820

Thank you for the opportunity to provide you with the following quotation on a new international truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2018 7400 SFA 4X2 (SA525)**

<b>APPLICATION:</b>	Utility/Service (Other)
<b>MISSION:</b>	Requested GVWR: 54000. Calc. GVWR: 39000 Calc. Start / Grade Ability: 25.48% / 2.42% @ 55 MPH Calc. Geared Speed: 64.3 MPH
<b>DIMENSION:</b>	Wheelbase: 222.00, CA: 147.00, Axle to Frame: 100.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 350} EPA 2017, 350 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 6.43
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
<b>PAINT:</b>	Cab schematic 100GM Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SA52500	Base Chassis, Model 7400 SFA 4X2 with 222.00 Wheelbase, 147.00 CA, and 100.00 Axle to Frame.	6814/3966	10780
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	197/700	897
1LLA	BUMPER, FRONT Steel, Swept Back  <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color	0/0	0
1SAL	CROSSMEMBER, REAR, AF (1)	-3/43	40
1WEW	WHEELBASE RANGE 197" (500cm) Through and Including 264" (670cm)	0/0	0
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity  <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	95/0	95
3ADE	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; With Shock Absorbers  <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free  <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	76/0	76
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications  <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4  <u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered	0/0	0
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers  <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	0/0	0
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank  <u>Includes</u>	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: DRAIN VALVE Mounted in Wet Tank		
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0
4EBS	AIR DRYER {Bendix AD-9} With Heater	0/0	0
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab		
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/0	0
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	0/0	0
4NDH	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 8.625" Includes 30/30 Sq.in. Long Stroke Brake Chambers and Spring Actuated Parking Brake	0/10	10
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity	0/0	0
4VGN	AIR TANK Painted Aluminum, With Straight Thread O-Ring Ports	0/0	0
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	4/0	4
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	0/6	6
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	0/0	0
5710	STEERING COLUMN Tilting and Telescoping	0/0	0
5CAN	STEERING WHEEL 2-Spoke; 18" Dia., Black, Leather Wrapped	1/0	1
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	119/0	119
7BEV	AFTERTREATMENT COVER Steel, Black	0/0	0
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	0/0	0
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust	0/0	0
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	0/0	0
7WDM	EXHAUST HEIGHT 10'	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8875	BATTERY TERMINALS Sealed	2/0	2
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	44/11	55
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	0/2	2
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wlre With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxilliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers	1/0	1
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post	1/0	1
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3
8WML	HEADLIGHTS Long Life Halogen; for Two Light System	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	1/0	1
	<u>Notes</u> : Feature included with CAB INTERIOR TRIM, Premium		
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
8WZP	INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch	1/0	1
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
8XDU	BATTERY BOX Steel, With Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab	-3/-2	-5
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHD	BATTERY DISCONNECT SWITCH 300 Amp; Cab Mounted, Disconnects Charging Circuits; Locks with Padlock	2/0	2
9585	FENDER EXTENSIONS Rubber	6/0	6
9HBM	GRILLE Stationary, Chrome	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WBC	FRONT END Tilling, Fiberglass, With Three Piece Construction; for WorkStar	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GM"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-65/-10	-75
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	0/0	0
12EHX	ENGINE, DIESEL {Cummins L9 350} EPA 2017, 350 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed  <u>Includes</u> : FAN Nylon	-36/2	-34
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core With Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler  <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	9/-6	3
12VBB	AIR CLEANER Dual Element  <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	4/0	4
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB/ B6.7 or ISL/L9 Engines	0/0	0
12XZG	FEDERAL EMISSIONS (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2017	0/0	0
13AVR	TRANSMISSION, AUTOMATIC (Allison 3000_RDS_P) 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	201/48	249
13WEH	AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, Without On/Off Switch	0/0	0
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission	0/0	0
13WLP	TRANSMISSION OIL. Synthetic; 29 thru 42 Pints	0/0	0
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral	0/0	0
13WVN	TRANSMISSION SHIFT CONTROL (Allison) Bump Shifter Type; for Allison 3000 & 4000 Transmission	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
13XAL	PTO LOCATION Left Side of Transmission	0/0	0
14ARB	AXLE, REAR, SINGLE (Meritor RS-23-160) Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 6.43	0/241	241
	<u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/62	62
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
14WMG	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 30 thru 39.99 Pints	0/0	0
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0
15LMR	FUEL/WATER SEPARATOR (Racor 400 Series,) Unheated, with Primer Pump, and WIF Sensor	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
15LPE	LOCATION FUEL/WATER SEPARATOR Mounted Inboard of DEF Tank, Under Cab  <u>Notes</u> : For Use With 5 Gallon DEF Tank Only	0/0	0
15SXJ	FUEL TANK Top Draw; Non-Polished Aluminum, 24" Diam., 50 U.S. Gal., 189 L Capacity, Mounted Left Side Under Cab	12/2	14
15WCN	DEF TANK 5 U.S. Gal. 18.9L Capacity, Frame Mounted Outside Left Rail, Under Cab	9/4	13
16030	CAB Conventional  <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	0/0	0
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16HBA	GAUGE CLUSTER English With English Electronic Speedometer  <u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	0/0	0
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) With Black Bezel Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0
16JYX	SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Head Rest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjustment, Dual Shocks  <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	29/10	39
16RPX	SEAT, PASSENGER (National) Air-Suspension, High Back With Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment	59/20	79

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type		
16SDU	MIRRORS (2) {Lang Mekra} Styled; Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Clearance Lights LED, Bright Finish Heads & Brackets, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing	8/0	8
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WBZ	ARM REST, LEFT, PASSENGER SEAT	3/0	3
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	43/4	47
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A		
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12
	<u>Notes</u> : Feature included with CAB INTERIOR TRIM, Premium		
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, includes Express Down Feature	5/0	5
16WKY	HVAC FRESH AIR FILTER	0/0	0
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	0/0	0
16WRX	CAB INTERIOR TRIM Deluxe	0/0	0
	<u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights	15/2	17
16XWJ	WINDSHIELD WIPER BLADES Snow Type	2/0	2

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
27DUS	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
28DMC	WHEELS, REAR DUAL DISC; 22.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-140	-140
	<u>Notes</u> : Aluminum Wheels not Painted or Coated : COMPATIBLE TIRE SIZES: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5 : Polished Surface Outside Dual Only		
60AAH	BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs each, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 2 Switch Packs With Latched Switches)	0/0	0
60ABC	BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine	0/0	0
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, With Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)	0/0	0
7382135423	(4) TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/60	60
7792545419	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position	82/0	82
	<b>Services Section:</b>		
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U	0/0	0
	<b>Total Component Weight:</b>	<b>7778/5038</b>	<b>12816</b>
	120 DAY TERMS	0/0	0
	<b>Total Goods Purchased:</b>	<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



**Weight Distribution**

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<b><u>Chassis Weight</u></b>			
Chassis Weight:	7,778	5,038	12,816
Fuel:	0	0	0
DEF:	0	0	0
Empty Body:	0	1	1
<b>(Curb Weight):</b>	<u>7,778</u>	<u>5,039</u>	<u>12,817</u>

**Loads**

Payloads:	0	0	0
Driver:	0	0	0
<b>Axle Totals (Gross Weight):</b>	<u>7,778</u>	<u>5,039</u>	<u>12,817</u>

**Weight Ratings**

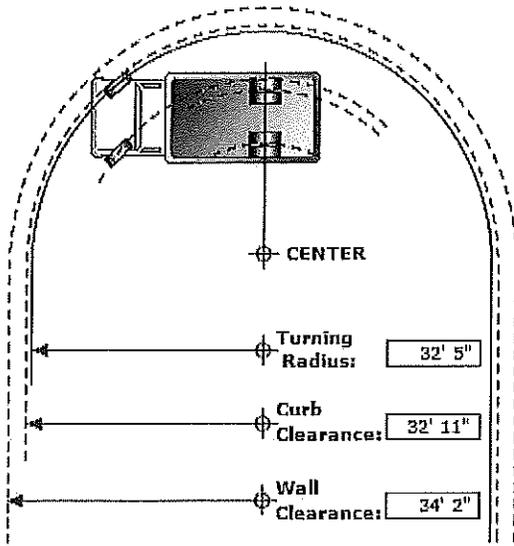
	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	16,000	23,000
Tire(tire capacity)	20,000	26,440
Suspension(suspension capacity)	16,000	23,500
Spring:	0	
 Fed Bridge Law (axle spread):	 20,000	 20,000
 <b>Wheel Combination</b>	 <b>Load</b>	 <b>Limit</b>
1 - 2	12,817	48,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 39,000 - Gross Vehicle Weight(GVW) 12,817 = 26,183 Reserves

**Weight Summary**

\* Distributed weights are within capacity limits



Series: 7000  
 Model: SA525  
 Description: 7400 SFA 4X2  
 Model Year: 2018

**Calculation Factors**

Wheelbase: 222  
 Front Axle: 0002ARU  
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity  
 Front Wheel: 0027DUS  
 Description: WHEELS, FRONT, {Accuride 41730} DISC; 22.5x9.00 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs  
 Front Tire: 07792545419  
 Description: TIRES, 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position  
 Steering Gear: 0005PTB  
 Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

**Turning Radius Statistics**

General Information

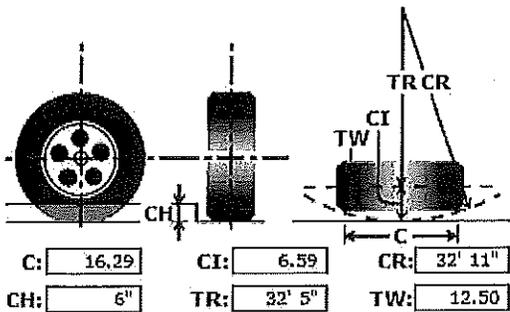
Inside Turn Angle: 43 Degrees  
 Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees  
 KingPin Center: 71.5

**Turning Radius - Curb View**

C - Curb Contact Length: 16.29  
 CI - Curb Clearance Increment: 6.59  
 CR - Curb Clearance Radius: 32'11"  
 CH - Curb Height: 6"  
 TR - Turning Radius: 32'5"  
 TW - Tire Width: 12.50



\* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

(0012EHX)

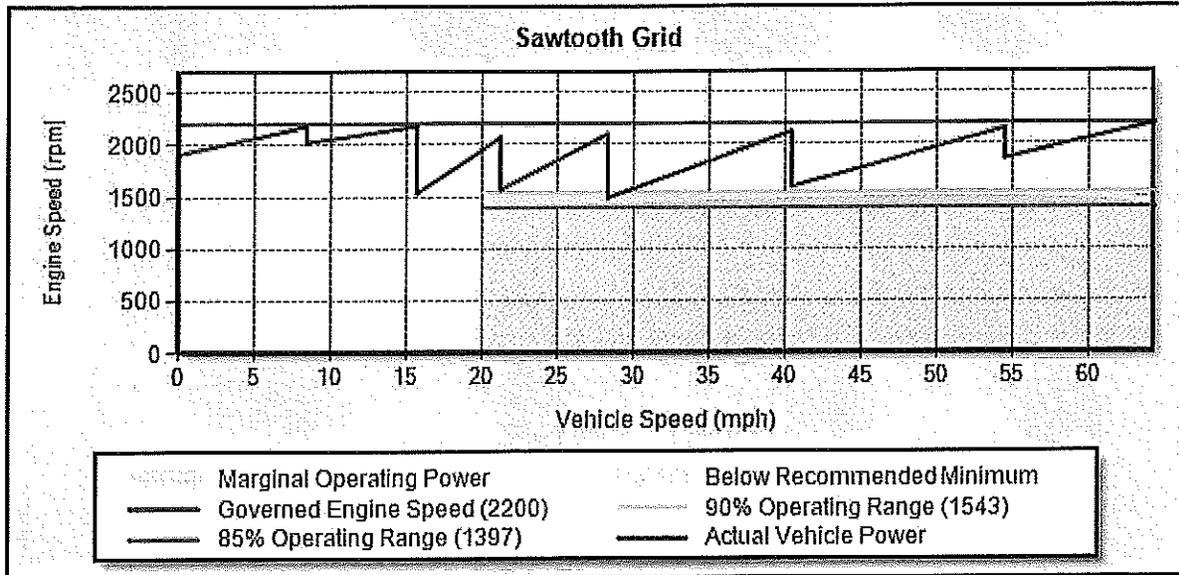
ATTACHMENTS: 0060ABE 0015WCN 0012THT

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	60	MPH
Road Speed Governor Upper Droop	0	MPH
Road Speed Governor Lower Droop	0	MPH
Vehicle Speed Limiter Override	N, DISABLE FEATURE OR FUNCTION	N/A
VSLO Maximum Road Speed Delta	3	MPH
VSLO Maximum Distance	47	MILES
Max Engine Speed No Veh Speed Sensr	2018	RPM
VS Governor Accel/Decel Limit Enabl	N, DISABLE FEATURE OR FUNCTION	N/A
VS Governor Acceleration Rate Limit	8000	RPM/SEC
Load Based Speed Control	N, DISABLE FEATURE OR FUNCTION	N/A
LBSC - Engine Speed Breakpoint	1800	RPM
Gear Down Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
GDP - Heavy Load Vehicle Speed	60	MPH
GDP - Light Load Vehicle Speed	57	MPH
Driver Reward Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Driver Reward Mode	0, ROAD SPEED GOVERNOR	N/A
Fuel Economy - Expected Level	5.88	MPG
Fuel Economy - Good Level	6.47	MPG
Fuel Economy - Best Level	6.92	MPG
% Idle Time - Expected Level	30	%
% Idle Time - Good Level	20	%
% Idle Time - Best Level	10	%
Speed Reward - Expected Level	0	MPH
Speed Reward - Good Level	0	MPH
Speed Reward - Best Level	0	MPH
Speed Reward - Penalty Level	0	MPH
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD With PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	30	F
Vehicle Acceleration Management	N, DISABLE FEATURE OR FUNCTION	N/A
Variable Acceleration Speed 1	20	MPH
Variable Acceleration Speed 2	50	MPH
Variable Acceleration Rate 1	3.60	MPH/SEC
Variable Acceleration Rate 2	3.60	MPH/SEC
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	60	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	0.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Fan Min On Time For AC	30	SEC
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A

Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	1500	RPM
PTO Min Engine Speed	500	RPM
PTO Maximum Engine Load	1199	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	1500	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	700	RPM
PTO Set Switch Speed	1500	RPM
PTO Additional Switch Speed	700	RPM
PTO Ramp Rate	100	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1600	RPM
Remote PTO Speed Setting 5	1800	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	2000	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Sudden Veh Speed Decel Threshold	6.96	MPH
Trip Information Vehicle Ovrsped1	0	MPH
Trip Information Vehicle Ovrsped2	0	MPH
Veh Speed Sensor Anti Tamper Level	1, HIGH LEVEL	N/A
Maintenance Monitor Enable	N	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters are complete with error

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	3.49	0.0	1913	8.4	2179	N/A	57	43	
2C	1.86	8.4	2028	15.7	2178	N/A	57	43	
2L	1.86	15.7	1536	21.2	2070	N/A	57	43	
3L	1.41	21.2	1569	28.3	2101	N/A	57	43	
4L	1.00	28.3	1490	40.4	2125	N/A	57	43	
5L	0.75	40.4	1594	54.5	2150	N/A	57	43	
6L	0.65	54.5	1864	64.3	2200	N/A	57	43	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

## STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	66.9	2287	*****	0.00	
HI GEAR SPEED @ RATED RPM	6L	64.3	2200	*****	1.43	
55.0 MPH STEADY-STATE	6L	55.0	1881	*****	2.42	
TYPICAL OPERATING SPEED	6L	60.0	2052	*****	2.06	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN "-----", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

## Recommendations / General Information

IDLE FUEL RATE : \*\*\*\*\* GAL/HR @ 700.0 RPM

TORQUE CONVERTER : TC-419 STALL RATIO: 2.02

## Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	18.9	39.7	54.6	
MISSION MINUTES	29.92	52.09	173.37	

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

## GRADEABILITY PERFORMANCE

## Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C	3.49	0.0	1913	0.00	29.81	@ STALL
		5.1	2053	214.50	29.81	@ 70% EFF
		6.6	2105	242.42	25.48	80% EFF
		8.4	2179	249.02	20.33	
2C	1.86	8.4	2028	204.01	16.42	
		15.7	2178	250.16	10.42	
2L	1.86	15.7	1536	259.60	10.85	
		21.2	2070	307.60	9.40	
3L	1.41	21.2	1569	263.75	7.94	
		28.3	2101	303.51	6.64	
4L	1.00	28.3	1490	253.78	5.42	
		40.4	2125	298.75	4.16	
5L	0.75	40.4	1594	262.88	3.54	
		54.5	2150	287.87	2.41	
6L	0.65	54.5	1864	290.38	2.44	
		64.3	2200	272.23	1.43	RATED RPM
		65.1	2227	236.64	1.00	
		66.0	2256	195.76	0.50	
		66.9	2287	151.47	0.00	LEVEL ROAD

## STARTING / TOP GEAR PERFORMANCE

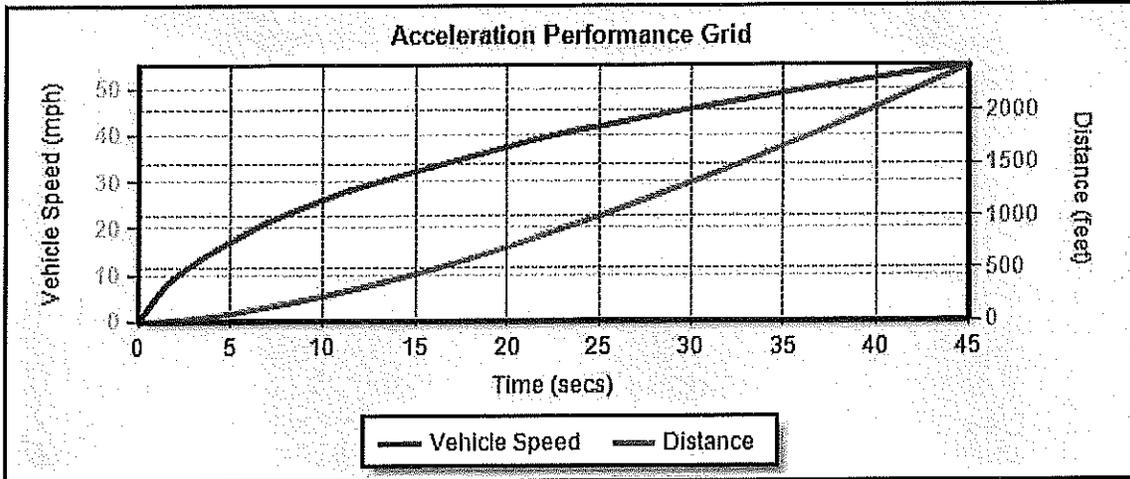
Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C	3.49	0.0		0.00	29.81	@ STALL
		6.6		242.42	25.48	80% EFF - Calculated Start Ability

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 45.07 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes	
1C	0.19	0.1	1.0		
	0.39	0.6	2.0		
	0.58	1.3	3.0		
	0.76	2.2	4.0		
	0.94	3.4	5.0		
	1.14	5.0	6.0		
	1.34	7.0	7.0		
	1.57	9.4	8.0		
	1.67	10.6	8.4		
	1.98	14.7	9.4		
2C	2.30	19.4	10.4		
	2.64	24.8	11.4		
	3.00	31.0	12.4		
	3.37	38.1	13.4		
	3.78	46.3	14.4		
	4.21	55.8	15.4		
	4.34	58.9	15.7		
	4.80	69.7	16.7		
2L	5.27	81.5	17.7		
	5.74	94.1	18.7		
	6.22	107.7	19.7		
	6.72	122.3	20.7		
	3L	6.95	129.5	21.2	
		7.56	148.8	22.2	
		8.17	169.2	23.2	
8.80		190.9	24.2		
9.43		213.8	25.2		
10.07		238.0	26.2		
10.73		263.6	27.2		
4L	11.41	291.4	28.2		
	11.53	296.3	28.3		
	12.41	333.3	29.3		

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
	13.29	372.0	30.3	
	14.19	412.5	31.3	
	15.09	454.8	32.3	
	16.01	498.9	33.3	
	16.94	544.9	34.3	
	17.88	592.9	35.3	
	18.83	642.9	36.3	
	19.80	695.0	37.3	
	20.78	749.5	38.3	
	21.80	807.9	39.3	
	22.89	871.5	40.3	
5L	22.97	876.1	40.4	
	24.30	955.8	41.4	
	25.65	1038.6	42.4	
	27.01	1124.4	43.4	
	28.39	1213.4	44.4	
	29.80	1305.6	45.4	
	31.22	1401.3	46.4	
	32.66	1500.4	47.4	
	34.12	1603.3	48.4	
	35.61	1709.8	49.4	
	37.12	1820.3	50.4	
	38.67	1936.2	51.4	
	40.30	2060.4	52.4	
	42.03	2194.6	53.4	
	43.89	2341.1	54.4	
6L	44.08	2356.7	54.5	
	45.07	2436.0	55.0	

## REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	6.43
Parked PTO:	NO
Enroute PTO:	NO
Vehicle Vocation:	GENERAL ON HIGHWAY
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Engine Fan Type:	VISCOUS
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Acceleration Grade (%):	0.0
Frontal Area (FT <sup>2</sup> ):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	114
Weight on Drive Axle (LBF):	23000
Acceleration Vehicle Spd (MPH):	55.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL LOWPROFILE
TIRE, REAR	4 - RADIAL NORMAL

Components

0002ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
0012EHX	ENGINE, DIESEL {Cummins L9 350} EPA 2017, 350 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
0013AVR	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
0014ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential
0016030	CAB Conventional
0016WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
0016XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
07382135423	TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
07792545419	TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**DIGGER DERRICK  
COMMANDER 5048  
PG WINCH**

**TEREX SOUTH DAKOTA**

**THIS IS AN ESTIMATED CAPACITY  
CHART AND MAY BE RESTRICTED  
BY STABILITY TESTING AND BOOM  
OPTIONS.**

**WARNING: DERRICK MUST BE MOUNTED  
ACCORDING TO INSTALLATION INSTRUCTIONS.  
IF THE DERRICK IS MOUNTED IN ANY WAY OR  
REMOVED FROM THE CHART, CAPACITIES MUST BE  
NOTIFIED AS CAPACITIES SHOWN MAY BE  
AFFECTED.**

-CAUTION: MULTIPLE-PART LINES ARE REQUIRED FOR  
LOADS ABOVE X LBS.  
-SYNTHETIC OR ROTATION RESISTANT WIRE ROPE MUST  
HAVE X LBS. BREAKING STRENGTH AND 2.5% MAXIMUM  
STRETCH AT X LB. SAFE WORKING LOAD.  
-WIRE ROPE OTHER THAN ROTATION RESISTANT MUST  
HAVE X LB. BREAKING STRENGTH.  
-CAPACITIES ARE BASED ON AN UNLOADED VEHICLE  
WEIGHT OF NOT LESS THAN X LBS. AND ARE 85% OF  
TIPPING LOADS WITH TRUCK LEVELLED ON A FIRM LEVEL  
SURFACE.  
-USE BOOM ANGLE AND SECTION EXTENDED CAPACITY  
IF SECTIONS ARE NOT FULLY EXTENDED.  
-ALL OUTTRIGGERS MUST BE EXTENDED AND SET FIRMLY  
ON THE GROUND BEFORE OPERATING THE DERRICK.  
-WARNING: ALWAYS REFER TO UPPER CONTROL LOAD  
CHART FOR OPERATION FROM BOOM TIP CONTROLS.

**REF: E04G-Q1303  
OPTIONS: FBG HYD 3RD, ESK,  
AUG 18, TRANS TPP**

BOOM ANGLES IN DEGREES	FULLY RETRACTED			2ND SECTION EXTENDED		
	LOAD RADIUS (FT)	SHEAVE HEIGHT (FT)	LOAD CAPACITY (LB) ZONE A   ZONE B	LOAD RADIUS (FT)	SHEAVE HEIGHT (FT)	LOAD CAPACITY (LB) ZONE A   ZONE B
80	4.1	30.8	25970   25970	5.7	39.6	18350   18350
75	5.8	30.3	19400   19400	8.2	39.0	13240   13240
60	10.6	28.0	11900   11900	15.8	35.8	7310   7310
45	15.5	24.5	8660   8660	21.9	30.8	5410   4650
30	18.7	20.0	7310   6110	26.5	24.5	4410   3150
15	20.6	14.8	6370   5030	29.3	17.1	3720   2510
0	21.1	9.3	5440   4760	30.1	9.3	3050   2340
-20	19.6	2.1	3570   3570	28.1	-1.0	1720   1720

BOOM ANGLES IN DEGREES	3RD SEC. EXT. -2ND SEC. RET.			2ND & 3RD SEC. EXTENDED		
	LOAD RADIUS (FT)	SHEAVE HEIGHT (FT)	LOAD CAPACITY (LB) ZONE A   ZONE B	LOAD RADIUS (FT)	SHEAVE HEIGHT (FT)	LOAD CAPACITY (LB) ZONE A   ZONE B
80	6.0	39.6	17880   17880	7.5	48.5	13720   13720
75	8.5	39.0	13080   13080	11.0	47.7	9600   9600
60	15.9	35.7	7670   7670	20.4	43.5	5420   5420
45	22.0	30.8	5810   5020	28.3	37.1	3930   3100
30	26.6	24.4	4830   3520	34.4	28.9	3140   2060
15	29.4	17.0	4140   2880	38.1	19.3	2600   1620
0	30.1	9.2	3480   2720	39.1	9.2	2090   1490
-20	28.0	-1.1	2150   2150	36.5	-4.1	1060   1060

LOAD RADIUS (FT)	4TH SEC. EXTENDED	
	SHEAVE HEIGHT (FT)	LOAD CAPACITY (LB) ZONE A   ZONE B
<b>NOT APPLICABLE</b>		

For Reference Only  
This Preliminary Load Chart was created as per  
Terex Quote #QU07776.  
Final Load Chart will be included with completed  
unit based on final unit with all included options  
(including stability, body type and chassis).

Form 43888 Rev 11



Customer: Hartford Electric  
 Quote #: QU07776  
 Based On: C:\Users\dave.blanding\Documents\1-Weight Studies by QU\2016\QU07776\DFAIQU07776 - WEIGHT STUDY - R1.xls

**PRELIMINARY WEIGHT RANGE ANALYSIS**

	Front	Rear	Total
*Estimated Bare Chassis Weight	7778	5038	12816
**Chassis Legal Limits	16000	20000	33000
Estimated Total	12631 ± 800	18539 ± 1000	31170 ± 1650
Estimated Reserve Capacity	3369 ± 800	1461 ± 1000	1830 ± 1650

**Including 1000 lbs. Payload**

Estimated Total	12631 ± 800	19539 ± 1000	32170 ± 1650
Estimated Reserve Capacity	3369 ± 800	461 ± 1000	830 ± 1650

**Including 500 lbs. Tongue Load**

Estimated Total	12457 ± 800	19213 ± 1000	31670 ± 1650
Estimated Reserve Capacity	3543 ± 800	787 ± 1000	1330 ± 1650

**Including 1000 lbs. Payload and 500 lbs. Tongue Weight**

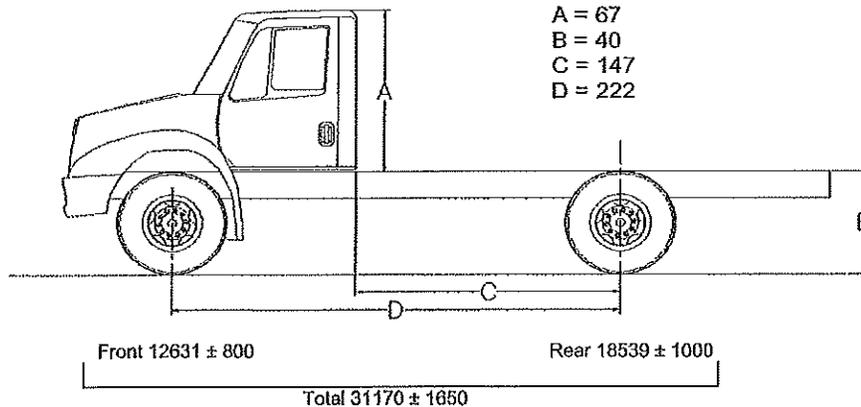
Estimated Total	12457 ± 800	20213 ± 1000	32670 ± 1650
Estimated Reserve Capacity	3543 ± 800	-213 ± 1000	330 ± 1650

Estimated Total Includes	
Personnel	500
Fuel	345
Payload	1000
Tongue Load	500

If any cells are highlighted as such, estimated weight plus 5% of the chassis legal limit may exceed the legal limit of the chassis.

Notes: ASSUMES STANDARD INSTALLATION AND LOAD AT FLATBED CG.

- \*CHASSIS WEIGHT IS BASED ON CHASSIS SPECS. ANY VARIATION IN ACTUAL CHASSIS WEIGHT WILL AFFECT ESTIMATED TOTAL.
- \*\*LEGAL LIMIT IS MINIMUM VALUE OF CHASSIS RATING OR FEDERAL BRIDGE LAW.
- \*\*\*WEIGHTS ARE ESTIMATES ONLY PLEASE NOTE ANY SPECIAL REQUIREMENTS.



FEDERAL BRIDGE LAW LIMITS FRONT AXLE TO 16000LBS AND REAR AXLE TO 20000LBS.

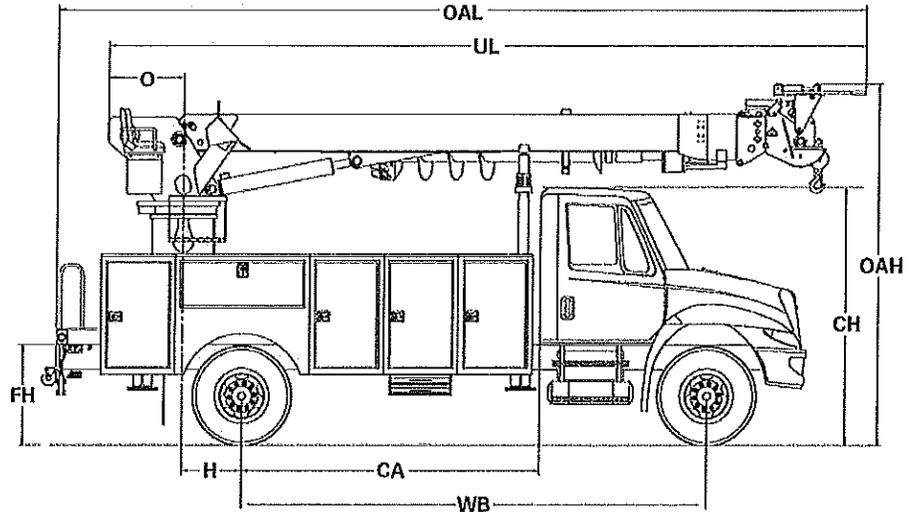


# TEREX®

## COMMANDER 5000 SERIES

### DIGGER DERRICK

Terex® Telelect Digger Derricks are known throughout the industry. They come with a long history featuring quality and innovative design.



Measurements	Commander 5045			Commander 5048			Commander 5050			Commander 5052			Commander 5055		
	ORA	BC	CMT												
<i>(Minimum Recommendations)</i>															
Typical Frame Height (FH)	40 in. (101.6 cm)														
Typical Cab Height (CH)	112 in. (284.5 cm)														
Offset (O)	30.5 in. (77.5 cm)														
Overall Height (OAH)	12' 0"	12' 0"	11' 2"	12' 0"	12' 0"	11' 2"	12' 0"	12' 0"	11' 2"	12' 0"	12' 0"	11' 2"	12' 0"	12' 0"	11' 2"
	(3.7 m)	(3.7 m)	(3.4 m)	(3.7 m)	(3.7 m)	(3.4 m)	(3.7 m)	(3.7 m)	(3.4 m)	(3.7 m)	(3.7 m)	(3.4 m)	(3.7 m)	(3.7 m)	(3.4 m)
Overall Length (OAL)	24' 8"	32' 4"	23' 4"	26' 8"	34' 4"	25' 4"	26' 8"	34' 4"	25' 4"	26' 8"	34' 4"	25' 4"	29' 8"	37' 4"	28' 4"
	(7.5 m)	(9.8 m)	(7.1 m)	(8.1 m)	(10.5 m)	(7.7 m)	(8.1 m)	(10.5 m)	(7.7 m)	(8.1 m)	(10.5 m)	(7.7 m)	(9.0 m)	(11.4 m)	(8.6 m)
Unit Length (UL)	23' 6" (7.2 m)			25' 6" (7.8 m)			25' 6" (7.8 m)			25' 6" (7.8 m)			28' 6" (8.7 m)		
Center of Rotation (H)	24 in.	111.5 in.	61 in.	24 in.	111.5 in.	61 in.	24 in.	111.5 in.	61 in.	24 in.	111.5 in.	61 in.	24 in.	111.5 in.	61 in.
	(61 cm)	(283.2 cm)	(155 cm)	(61 cm)	(283.2 cm)	(155 cm)	(61 cm)	(283.2 cm)	(155 cm)	(61 cm)	(283.2 cm)	(155 cm)	(61 cm)	(283.2 cm)	(155 cm)
Cab to Axle (CA)	120 in.	138 in.	102 in.	120 in.	138 in.	102 in.	120 in.	138 in.	102 in.	120 in.	138 in.	102 in.	120 in.	150 in.	102 in.
	(304.8 cm)	(350 cm)	(259 cm)	(304.8 cm)	(350 cm)	(259 cm)	(304.8 cm)	(350 cm)	(259 cm)	(304.8 cm)	(350 cm)	(259 cm)	(304.8 cm)	(350 cm)	(259 cm)
Wheel Base (WB)	192 in.	210 in.	174 in.	192 in.	210 in.	174 in.	192 in.	210 in.	174 in.	192 in.	210 in.	174 in.	192 in.	222 in.	174 in.
	(487.7 cm)	(533.4 cm)	(442 cm)	(487.7 cm)	(533.4 cm)	(442 cm)	(487.7 cm)	(533.4 cm)	(442 cm)	(487.7 cm)	(533.4 cm)	(442 cm)	(487.7 cm)	(563.9 cm)	(442 cm)
Front Axle (GAWR)	12,000 lb. (5,443 kg)														
Rear Axle (GAWR)	21,000 lb.	21,000 lb.	34,000 lb.	21,000 lb.	21,000 lb.	34,000 lb.	21,000 lb.	21,000 lb.	34,000 lb.	21,000 lb.	21,000 lb.	34,000 lb.	21,000 lb.	21,000 lb.	34,000 lb.
	(9,525 kg)	(9,525 kg)	(15,422 kg)	(9,525 kg)	(9,525 kg)	(15,422 kg)	(9,525 kg)	(9,525 kg)	(15,422 kg)	(9,525 kg)	(9,525 kg)	(15,422 kg)	(9,525 kg)	(9,525 kg)	(15,422 kg)
Gross Vehicle Weight Rating (GVWR)	33,000 lb.	33,000 lb.	46,000 lb.	33,000 lb.	33,000 lb.	46,000 lb.	33,000 lb.	33,000 lb.	46,000 lb.	33,000 lb.	33,000 lb.	46,000 lb.	33,000 lb.	33,000 lb.	46,000 lb.
	(14,969 kg)	(14,969 kg)	(20,865 kg)	(14,969 kg)	(14,969 kg)	(20,865 kg)	(14,969 kg)	(14,969 kg)	(20,865 kg)	(14,969 kg)	(14,969 kg)	(20,865 kg)	(14,969 kg)	(14,969 kg)	(20,865 kg)
Recommend Weight For Stability	25,000 lb. (11,340 kg)			25,000 lb. (11,340 kg)			25,000 lb. (11,340 kg)			25,500 lb. (11,567 kg)			25,500 lb. (11,567 kg)		
Frame Section Modulus	18.0 in <sup>3</sup>														
Frame Yield Strength	50,000 psi														
Frame RBM	900,000 in-lbs														



## TEREX®

500 Oakwood Drive  
PO BOX 1150  
Watertown, SD 57201-6150  
USA

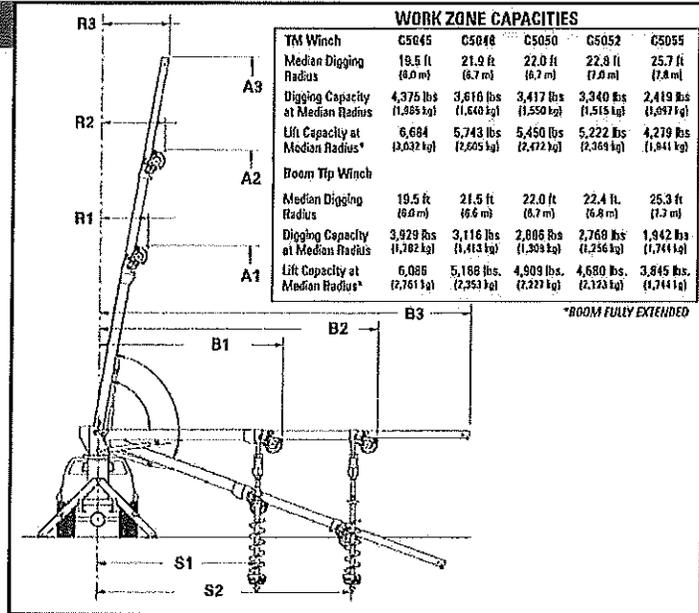
Phone: (605) 882-4000  
Facsimile: (605) 802-1042  
www.terexutilities.com  
E-mail: utilities.info@terex.com

**Distributed By:**

# COMMANDER 5000 SERIES

## STANDARD EQUIPMENT

- 100 Degrees of Boom Travel (+80 to -20)
- Dual Lift Cylinders
- Self-Aligning Swivel Ball Bushings
- Rectangular, Bi-Axial Epoxy Resin, Filament Wound Fiberglass Booms
- Box Fabricated Steel Lower Boom and Intermediate
- Hydraulic Boom Extension Intermediate & Upper
- Full Pressure Hydraulic Controls
- Full Pressure, Open-Center Hydraulic System
- 50 Gallon Hydraulic Oil Reservoir
- Custom Made Zoned Load Chart
- Continuous Unrestricted Rotation
- 15,000 lb. Turntable Winch
- Meets or Exceeds ANSI A10.31
- Planetary Parking Brake Rotation
- Right-Hand Command Post Controls
- Engine Stop/Start at Lower Controls
- Boom Angle Indicator
- Outrigger Interlock
- Moving Outrigger Alarm
- Truck Level Indicator



## CAPACITIES & DIMENSIONAL DATA (Based on a 40 Inch Frame Height)

Model	Maximum Capacity	Capacity @ 10 ft Radius	Load Radius			Sheave Height			Horizontal Reach			Digging Radius		
			R1	R2	R3	A1	A2	A3	B1	B2	B3	S1	S2	
CMDR 5045	TM Winch	30,000 lb (13,608 kg)	16,050 lb (7,295 kg)	3.1 ft (0.9 m)	4.6 ft (1.4 m)	6.1 ft (1.86 m)	28.9 ft (8.81 m)	37.2 ft (11.34 m)	45.6 ft (13.9 m)	19.1 ft (5.82 m)	27.6 ft (8.41 m)	36.1 ft (11.0 m)	16.1 ft (4.91 m)	24.6 ft (7.5 m)
	PG Winch	30,000 lb (13,608 kg)	14,600 lb (6,620 kg)	3.7 ft (1.13 m)	5.1 ft (1.55 m)	6.0 ft (1.83 m)	27.9 ft (8.5 m)	36.2 ft (11.03 m)	45.0 ft (13.72 m)	18.2 ft (5.55 m)	26.7 ft (8.14 m)	35.5 ft (10.82 m)	16.1 ft (4.91 m)	24.6 ft (7.5 m)
CMDR 5048	TM Winch	30,000 lb (13,608 kg)	15,350 lb (6,963 kg)	3.4 ft (1.0 m)	5.0 ft (1.5 m)	6.6 ft (2.0 m)	30.8 ft (9.4 m)	39.7 ft (12.1 m)	48.6 ft (14.8 m)	21.1 ft (6.4 m)	30.1 ft (9.2 m)	39.1 ft (11.9 m)	18.1 ft (5.5 m)	27.1 ft (8.2 m)
	Boom Tip Winch	27,860 lb (12,637 kg)	13,700 lb (6,214 kg)	4.0 ft (1.2 m)	5.6 ft (1.7 m)	6.5 ft (2.0 m)	29.9 ft (9.1 m)	38.7 ft (11.8 m)	48.0 ft (14.6 m)	20.2 ft (6.2 m)	29.2 ft (8.9 m)	38.5 ft (11.7 m)	18.1 ft (5.5 m)	27.1 ft (8.2 m)
CMDR 5050	TM Winch	30,000 lb (13,608 kg)	15,300 lb (6,940 kg)	3.4 ft (1.0 m)	5.2 ft (1.6 m)	7.0 ft (2.1 m)	30.8 ft (9.4 m)	40.7 ft (12.4 m)	50.0 ft (15.4 m)	21.1 ft (6.4 m)	31.1 ft (9.5 m)	41.1 ft (12.5 m)	18.1 ft (5.5 m)	28.1 ft (8.5 m)
	Boom Tip Winch	27,820 lb (12,619 kg)	13,650 lb (6,192 kg)	4.0 ft (1.2 m)	5.7 ft (1.7 m)	6.9 ft (2.1 m)	29.9 ft (9.1 m)	39.7 ft (12.1 m)	49.9 ft (15.2 m)	20.2 ft (6.2 m)	30.2 ft (9.2 m)	40.5 ft (12.3 m)	18.1 ft (5.5 m)	28.1 ft (8.5 m)
CMDR 5052	TM Winch	30,000 lb (13,608 kg)	15,260 lb (6,922 kg)	3.4 ft (1.0 m)	5.3 ft (1.6 m)	7.3 ft (2.2 m)	30.8 ft (9.4 m)	41.7 ft (12.7 m)	52.5 ft (16.0 m)	21.1 ft (6.4 m)	32.1 ft (9.8 m)	43.1 ft (13.1 m)	18.1 ft (5.5 m)	29.1 ft (8.8 m)
	Boom Tip Winch	27,790 lb (12,606 kg)	13,600 lb (6,169 kg)	4.0 ft (1.2 m)	5.9 ft (1.8 m)	7.2 ft (2.2 m)	29.9 ft (9.1 m)	40.7 ft (12.4 m)	51.9 ft (15.8 m)	20.2 ft (6.2 m)	31.2 ft (9.5 m)	42.5 ft (13.0 m)	18.1 ft (5.5 m)	29.1 ft (8.8 m)
CMDR 5055	TM Winch	30,000 lb (13,608 kg)	14,400 lb (6,532 kg)	3.9 ft (1.2 m)	5.9 ft (1.8 m)	7.9 ft (2.4 m)	33.8 ft (10.3 m)	44.6 ft (13.6 m)	55.5 ft (16.9 m)	24.1 ft (7.3 m)	35.1 ft (10.7 m)	46.1 ft (14.1 m)	21.1 ft (6.4 m)	32.1 ft (9.8 m)
	Boom Tip Winch	24,300 lb (11,022 kg)	12,850 lb (5,829 kg)	4.5 ft (1.4 m)	6.4 ft (2.0 m)	7.8 ft (2.4 m)	32.8 ft (10.0 m)	43.6 ft (13.3 m)	54.9 ft (16.7 m)	23.2 ft (7.1 m)	34.2 ft (10.4 m)	45.5 ft (13.9 m)	21.1 ft (6.4 m)	32.1 ft (9.8 m)

## OPTIONAL EQUIPMENT

- Various Digger/Augers
  - Auger Storage Left Side (Typical)
  - Auger Storage Right Side (Subject to Configuration)
- Fiberglass Personnel Platform
  - Liners With or Without Steps
- Handle Rack Controls
- Various Types of Controls
- Radio Remote Controls
- Full Pressure Upper Controls
- Single Stick "T" Controls
- Engine Stop/Start and Throttle Advance at Top Controls
- Engine Stop/Start and Throttle Advance at Lower Controls
- Various Types of Throttle Advance at Lower Controls
- Hydraulic Overload Protection (HOP)
- Boom Tip Winch
- Material Handling Jibs
- Transferable Pole Flanges
- Various Sizes of Pole Guides
- Pole Guide Interlock
- Planetary Slip Brake Rotation
- Hydraulic Tool Outlets
- Pole Puller
- Multi-Part Line Components
- Corner Mount Derricks
- Boom Storage Warning Light
- Outrigger Sag Light
- Various Types of Outriggers
- Truck Grounding Cable & Clamp

Effective Date: September 2014. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and Terex makes no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade-names of Terex Corporation and/or its subsidiaries in the USA and other countries. All rights are reserved. Terex® is a registered trademark of Terex Corporation in the USA and many other countries. Copyright 2014 Terex Corporation.

# JOSEPH M. KOHLER

214 East Rossman Street • Hartford, WI 53027 • H: (262) 673-4637 C: (414) 897-2963 • kohlerboy4@charter.net

**Date:** January 3, 2017

**Subject:** Joe Kohler's Resignation as Elected Official for the City of Hartford

**To:** City Administrator

---

Mr. Steve Volkert,

Over the past few months my employment has been going through several changes, sales and acquisitions, and my group got cut. In the process of job searching I was able to find a Seattle based company that has offered me a huge opportunity. The down fall is that travel is very unpredictable and extensive. I feel it is the best for my constituents in District 1 and all taxpayers in the City of Hartford to have Alderman that would be more available to them as well as able to attend all Council and Committee meeting on a consistent and regular basis. For this reason, I am turning in my resignation as District 1 Alderman for the City of Hartford effective January 11, 2017. It has been a pleasure to serve District 1 and the City of Hartford for the past 3-1/2 years. I am excited about the upcoming downtown revitalization projects and I hope the very best future for the City.

Sincerely,

Joe Kohler  
District 1 Alderman

CC:

Mayor - Tim Michalak  
Council President - Barry Wintringer  
City Clerk - Lori Hetzel  
District 1 Alderpersons – Randy Meyer, Robert Jewel  
District 2 Alderpersons – Doug Carroll, Wayne Rusniak, Dennis Hegy  
District 3 Alderpersons – Rachel Mixon, Roger Randolph

## Mid-Moraine Municipal Association January 25, 2017 Dinner Meeting

January 4, 2017, 2017

To: Municipal Clerks  
Mid-Moraine Communities

From: Mike Miller

**The January 25, 2017 Mid-Moraine Dinner Meeting will be at the West Bend Mutual Insurance Prairie Center, 1900 S 18<sup>th</sup>. Ave, West Bend, WI 53095 and it will be hosted by the City of West Bend. Once on the Mutual property following the signs to the Prairie Center which is located at the rear of the main building.**

**The Speakers will be Mr. Dennis Tweedale Director of the League of Wisconsin Municipalities Insurance fund. His topic will be how to eliminate the double payments municipalities are making in bonding certain employees. The one required by state law and the same bonding of these employees provided in the municipal insurance policies. He will also explain the Legislation that the League is proposing to our legislators to eliminate this double expense.**

Please telephone Debbie Kurtz with the number of people from your community attending the January 25, 2017 Dinner Meeting by January 25, 2017. You can reach her at:

Debbie Kurtz  
262-305-2252

Please list the names of the individuals from your community that will be attending the ~~October 25, 2016~~ January 25, 2017 Dinner Meeting and email the list to Debbie Kurtz so that she can insure name tags.

Her email address is **debbiekurtz5@gmail.com**

Please forward payment to:

Debbie Kurtz  
N169W20375 Wilshire Dr.  
Jackson, WI 53037

If no one is attending, please indicate that on the telephone or email. Please provide Debbie with this information by the deadline date of January 25, 2017 if possible.

**LISTS MUST BE RECEIVED NO LATER THAN NOON OF January 20, 2017. NO REFUNDS CAN BE MADE FOR CANCELLATIONS IF NOT RECEIVED 48 HOURS IN ADVANCE OF THE MEETING.**



**City of Hartford**  
**Hartford City Taxi - Title VI Plan**  
**Date Adopted: January 10, 2017**

**Plan Statement**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

City of Hartford is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B. This plan was developed to guide City of Hartford in its administration and management of Title VI-related activities.

**Title VI Coordinator Contact information**

City of Hartford  
Julie Hanrahan, Title VI Coordinator  
109 N. Main Street  
Hartford, WI 53027

**Title VI Policy Information**

Employee Education

Title VI information is disseminated to all City of Hartford employees via the *Employee Education Form* (Attachment A-1) in person or via payroll envelopes. This form reminds employees of the City of Hartford policy statement, and of their Title VI responsibilities in their daily work and duties. City of Hartford will determine how frequently the *Employee Education Form* should be reviewed with its employees.

During New Employee Orientation, new employees shall be informed of the provisions of Title VI, and the City of Hartford expectations to perform their duties accordingly.

All employees shall be provided a copy of the Title VI Plan and are required to sign the Acknowledgement of Receipt. (See Attachment A-2).

Subcontracts and Vendors

All subcontractors and vendors who receive payments from City of Hartford where funding originates from any federal assistance are subject to the provisions of Title VI. Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

## Record Keeping

***Requirement:** Grantees shall prepare and maintain a list of any active investigations conducted by entities other than FTA, lawsuits, or complaints naming the recipient and/or subrecipient that allege discrimination on the basis of race, color, or national origin. This list shall include the date that the investigation, complaint, or lawsuit was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient or subrecipient in response to the investigation, lawsuit, or complaint.*

The Title VI Coordinator maintains permanent records, which include, but are not limited to, signed acknowledgements of receipt from the employees indicating the receipt of the of City of Hartford Title VI Plan, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

The Title VI Assurance/Certification form is submitted with grant application materials to WisDOT on an annual basis for each grant program in which it participates. This form is used to specify whether Title VI complaints have been filed.

## **Title VI Public Notification**

***Requirement:** Recipients and subrecipients need not necessarily refer to "Title VI of the Civil Rights Act of 1964" in their notification to the public, since most of the public is not aware of this provision. Rather, they can fulfill this requirement by **notifying the public that they are committed to providing non-discriminatory service and informing customers how to request more information and how to file a discrimination complaint.***

*Recipients and subrecipients that provide transit service shall disseminate this information to the public through measures that can include, but shall not be limited to a posting on the agency's web site.*

Title VI information posters and brochures are prominently and publicly displayed in the City of Hartford facilities and in and/or on revenue vehicles and on the City of Hartford's website: ci.hartford.wi.us.

For sample language see Attachment B.

## **Title VI Complaint Procedure**

***Requirement:** Recipients and subrecipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to the public upon request." States and subrecipients do not need to develop separate procedures for investigating and resolving Title VI complaints beyond what procedures have already been established to respond to complaints of discrimination filed on basis not covered under Title VI or procedures to respond to non-civil rights related complaints. However, there should be a system in place whereby it can be identified which, if any, Title VI complaints have been filed.*

The information in this section is an example of a possible Title VI complaint procedure. For sample forms see Attachment C.

## How to file a Title VI Complaint?

The complainant may file a signed, written complaint up to one hundred and eighty 180 days from the date of the alleged discrimination. The *Title VI Complaint Form* (See Attachment C) may be used to submit the complaint information. The complaint may be filed in writing with City of Hartford at the following address:

City of Hartford  
Julie Hanrahan, Title VI Manager  
109 N. Main Street  
Hartford, WI 53027

## What happens to the complaint after it is submitted?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by City of Hartford will be directly addressed by the City of Hartford. City of Hartford shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, City of Hartford shall make every effort to address all complaints in an expeditious and thorough manner.

A letter of acknowledging receipt of complaint will be mailed within seven days (Attachment C). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

City of Hartford will notify WisDOT-Transit Section of the complaint at:

WisDOT-Transit Section, Chief  
4802 Sheboygan Avenue, Rm 951  
Madison, WI 53707.

## How will the complainant be notified of the outcome of the complaint?

City of Hartford will send a final written response letter (Attachment C) to the complainant.

In the letter notifying complainant that the complaint is not substantiated (Attachment C), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from Recipient/Agency Name and/or 2) file a complaint externally with the Federal Transit Administration. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by City of Hartford, a written response will be drafted subject to review by the transit's attorney. If appropriate, A City of Hartford attorney may administratively close the complaint. In this case, City of Hartford will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration, Region V  
Attention: Title VI Program Coordinator  
200 West Adams Street, Suite 320  
Chicago, IL 60606

## **Requirement for First – Time Applicants**

There is no past history of any other Federal funding.

## **Investigations/Complaints/Lawsuits**

The City of Hartford has had no complaints or lawsuits on file. There has been not any investigations.

## **Limited English Proficiency (LEP) – Public Participation Requirement**

*Requirement: Recipients and sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach. Recipients have wide latitude to determine what specific measures are most appropriate and should make this determination based on the composition of the affected population, the public involvement process, and the resources of the recipient.*

*As an agency receiving federal financial assistance, we have made the following community outreach efforts:*

*We have engaged the public in its planning and decision-making processes. The Public Works Committee which oversees the City Taxi holds monthly meetings as does the Common Council. The City of Hartford holds annual budget meetings which are open to the public and televised. A public notice is published in the City's local newspaper which includes the agenda, and is published twice prior to this meeting with the last publication being 1 week prior. This public notice is also posted at other city owned buildings which include, city hall, library and police department. The 2<sup>nd</sup> item on the agenda offers the opportunity for any public input. The city will always consider any comment or concern from the public when decisions regarding changes to the taxi service and/or fares are made. Should there be any special accommodations needed a person may contact the City Clerk to make prior arrangements.*

*Board Meetings. The Public Works committee holds monthly meetings and the public is invited to attend. The Common Council also holds monthly meetings that would address any issues that may arise with the Taxi Service.*

*Customer Complaint Process. Citizens may call 262-673-8204 to lodge a complaint or comment. All complaints/comments are input into a database and then distributed to the relevant manager who researches the complaint and responds back to the citizen.*

*Bilingual Outreach. The City of Hartford has an account with Language Line Services if there would ever be a need for a translator.*

In addition, we submit to the Wisconsin Department of Transportation annually an application for funding. The application requests funding for transit financial assistance. Part of the annual application is a public notice, which includes a 30-day public comment period.

### Limited English Proficiency (LEP) – Meaningful Access Plan

Requirement: Recipients must take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

Ref: U.S. Census Bureau American Fact Finder Data

	<b>Population: City of Harford 13,223</b>	<b>% of Population</b>
<b>Speak only English</b>	12,552	94.7%
<b>Spanish or Spanish Creole</b>		
Speak English less than “very well”	155	1.17%
<b>Italian</b>		
Speak English less than “very well”	9	.07%
<b>French (incl. Patois, Cajun</b>		
Speak English less than “very well”	11	.08%
<b>Serbo-Croatian</b>		
Speak English less than “very well”	24	.18%
<b>Other Indo-European languages</b>		
Speak English less than “very well”	9	.07%
<b>Hmong</b>		
Speak English less than “very well”	38	.29%
<b>Japanese</b>		
Speak English less than “very well”	8	.06%
<b>Other Asian languages</b>		
Speak English less than “very well”	26	.2%

## **Factor 1 – Number of LEP Persons in Service Region**

The City of Hartford operates a shared-ride taxi service. The service area for the City of Hartford is 8.1659 square miles. The U.S. Census Bureau American Fact Finder Data reports in its 2015 Census that the estimated population for City of Hartford is 13,223. The largest LEP population is Spanish or Spanish Creole which represents 1.5% (155) of the population. The City of Hartford is below the Safe Harbor threshold that states 5% or 1,000 individuals to in-act translation services.

## **Factor 2 – Frequency**

The City of Hartford taxi service provides an average of 1,600 taxi rides per month. While no formal data has been collected, the Transportation Superintendent indicated rides are given to LEP persons approximately 14 times a month. With the average of 1,600 rides provided a month, that frequency would be approximately .88% of total rides. Our taxi has an open door policy and will provide rides to any person who request service. If an individual has speech limitations the driver/dispatcher will work with the Transportation Superintendent and the City of Hartford if needed, to ensure the individual receives access to the transit service.

## **Factor 3 – Importance**

The City of Hartford understands an LEP person with a language barrier challenges also faces many difficulties obtaining healthcare, education or access to employment. A public transit system is key link to connect LEP persons to these essential services. A majority of our taxi patron are senior citizens. Having a taxi service provides this type of person a sense of independence to be able to go to doctor appointments, grocery shopping or just to attend social events. The same goes for our disabled patrons. We also connect people to their jobs. It is a very vital service that is well used in the City of Hartford.

## **Factor 4 – Resources**

Any need for LEP assistance in other languages will be periodically reviewed. We do not have a budget for outreach at this time, but if the need for it changes, we will look into creating a budget to address the needs for the LEP community.

### **Description of how we will provide language assistance services by language.**

At this time the City of Hartford does not have a bilingual person on staff. If our language plan changes we would reach out to the community being, the hospital or other organizations to help assist us to reach these goals.

### **Description of how we will provide notice to LEP persons about the availability of language assistance.**

At this time based upon the Four-Factor analysis the City of Hartford does not feel it needs to provide language assistance. During our LEP plan review if the Safe Harbor threshold would

change we would certainly address this with supplying any materials and information that would be needed to our LEP customers.

**Description of how we would provide translation of vital documents consistent with the Safe Harbor Provision.**

Based upon the Four-Factor analysis, findings show that the City of Hartford is below the Safe Harbor threshold. If at any point during our review of the Language Assistance Plan we will address this issue through outreach to the community and any other resources for assistance.

**Description of how we will monitor, evaluate and update Language Assistance Plan.**

We will review our LAP every three years and provide an updated plan at that time. We will continue to monitor the U.S. Census Bureau American Fact Finder for any changes that would place us above the Safe Harbor threshold.

**Description of how we would train employees.**

If our LAP would change to where we would need to provide training for the employees, we would do so in a timely matter. We would research for any materials via the internet or other agencies to help provide this type of training that would be needed.

**Minority Representation on Planning and Advisory Boards**

The City of Hartford does not have a transit-related planning commission or advisory board.

**Equity Analysis for Land Acquisition**

The City of Hartford has no projects that require land acquisition.

**Attachment A-1**  
**Employee Education Form - Title VI Policy**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the City of Hartford are expected to consider, respect, and observe this policy in their daily work and duties. If a citizen approaches you with a question or complaint, direct him or her to Julie Hanrahan.

In all dealings with citizens, use courtesy titles (i.e. Mr., Mrs., Ms., or Miss) to address them without regard to race, color or national origin.

**Attachment A-2**  
**Acknowledgement of Receipt of Title VI Plan**

I hereby acknowledge the receipt of the City of Hartford Title VI Plan. I have read the plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Date

Attachment B  
Sample Title VI Notification Forms

## Title VI Public Notification

### **Narrative to be included in Posters to be Displayed in Revenue Vehicles and Facilities**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

City of Hartford is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

**If you feel you are being denied participation in or being denied benefits of the transit services provided by City of Hartford, or otherwise being discriminated against because of your race, color, or national origin, you may contact our office at:**

**Julie Hanrahan  
109 N. Main Street  
Hartford, WI 53027  
jhanrahan@ci.hartford.wi.us  
262-673-8204**

For more information, visit our website at [www.ci.hartford.wi.us](http://www.ci.hartford.wi.us)

## **Attachment C**

### **Sample Title VI Complaint Procedures and Complaint Forms**

**Title VI Complaint Form**

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip Code:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Person discriminated against: \_\_\_\_\_

Address of person discriminated against (if other than you): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

Race       Color       National Origin

What was the date of the alleged discrimination? \_\_\_\_\_

Where did the alleged discrimination take place? \_\_\_\_\_

Describe the alleged discriminatory action: \_\_\_\_\_ (add extra sheets if necessary) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list any and all witnesses' names and phone numbers:

\_\_\_\_\_  
\_\_\_\_\_

What steps have you taken to address the conflict or problem?

\_\_\_\_\_  
\_\_\_\_\_

What type of corrective action took place?

\_\_\_\_\_  
\_\_\_\_\_

What remedy are you seeking?

\_\_\_\_\_

Please attach any documents you have which support the allegation. Then date and sign this form and send to the Title VI Coordinator:

\_\_\_\_\_

Complainant Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print your name

**Sample**  
**Letter Acknowledging Receipt of Complaint**

Date

Ms. Jo Doe  
1234 Main St.  
Clarksville, WI 53531

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against City of Hartford  
alleging\_\_\_\_\_.

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 262-673-8204, or write to me at this address.

City of Hartford  
Title VI Coordinator  
109 N. Main Street  
Hartford, WI 53027

Sincerely,

Title VI Coordinator

## Letter Notifying Complainant that the Complaint Is Substantiated

Date

Ms. Jo Doe  
1234 Main St.  
Clarksville, WI 53531

Dear Ms. Doe:

The matter referenced in your letter of \_\_\_\_\_ (date) against the City of Hartford alleging Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. ***(If a hearing is requested, the following sentence may be appropriate.)*** You may be hearing from this office, or from state or federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

Title VI Coordinator

## Letter Notifying Complainant that the Complaint Is Not Substantiated

Date

Ms. Jo Doe  
1234 Main St.  
Clarksville, WI 53531

Dear Ms. Doe:

The matter referenced in your complaint of \_\_\_\_\_ (date) against the City of Hartford alleging \_\_\_\_\_ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The City of Hartford has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to 1) appeal within seven calendar days of receipt of this final written decision from SJCTA, and/or 2) file a complaint externally with Federal Transit Administration at

Federal Transit Administration, Region V  
Office of Civil Rights  
Attention: Title VI Program Coordinator  
200 West Adams Street, Suite 320  
Chicago, IL 60606

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Title VI Coordinator

## Executive Summary

**Title:** Modification of an Agreement – Downtown Planning Implementation Contract

**Background:** In February of 2016, the Common Council approved a contract with Vandewalle and Associates to help the City and its partners (the Downtown Project Management Team) begin implementation of the Hartford Downtown Opportunity Analysis and Downtown Redevelopment Plan. The Downtown Redevelopment Plan was created by Vandewalle and Associates and is a comprehensive study of how to build off the Downtown’s locational, architectural, and historical strengths to encourage catalytic development and redevelopment, strengthen local businesses, and build a more vibrant and sustainable downtown.

During the course of this contract, Vandewalle has completed a number of projects and tasks for the Project Management Team (PMT).

- Interviewed property owners in redevelopment and catalytic project areas identified in the Downtown Plan to gauge interest in property sale or redevelopment.
- Assisted the PMT in coordinating and staffing update meetings.
- Brought numerous housing developers to Hartford to analyze potential downtown projects.
- Wrote and sent out a Request for Qualifications to a select group of developers to generate interest in the redevelopment and catalytic project areas.
- Assisted in negotiating with potential developers, including analysis of development pro formas and assessing financial assumptions and risks.
- Identified grant opportunities and worked with WEDC to match potential grants with downtown development possibilities.
- Conducted rehabilitation analysis for TID #10.
- Wrote the majority of the TID #10 project plan.
- Met with local business leaders to discuss the importance of local investment in order to make downtown redevelopment proceed.
- Brought potential developers and local investors together.

The Downtown Project Management Team is at a delicate stage with regards to numerous developments and grant possibilities, and Vandewalle’s continued assistance is critical. As the PMT has progressed, the services required of Vandewalle have narrowed. They are no longer needed at every monthly PMT meeting, but they are needed to continue to recruit developers, assist in development research and analysis, and help us work with WEDC on grant opportunities. As a result, the proposed contract for 2017 is substantially less than the 2016 contract. The proposed 2017 contract is for \$45,000 (versus \$80,000 for 2016). The other downtown partners would contribute \$11,000 to the cost of the contract, and the City’s portion would be \$34,000.

Staff would caution the Council that failure to continue the City’s relationship with Vandewalle is likely have a negative impact on downtown development prospects for 2017. Certainly progress towards our downtown goals has been slower than hoped, but downtown redevelopment is often a long process, and the steps we took in 2016 are an important step towards realizing the goals of the Downtown Redevelopment Plan.

**Fiscal Impact:** The approved Capital Improvement Project Budget for downtown projects in 2017 is \$420,000. The proposal is within the budget.

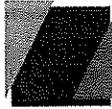
**Recommendation** Staff recommends approval of the 2017 contract with Vandewalle and Associates for a Downtown Planning Implementation at a price not to exceed \$45,000.

**Prepared By:** Justin Drew 1/5/17  
Justin Drew, Date  
City Planner

**Reviewed By:** Dawn Timm 1/5/17  
Dawn Timm, Date  
Finance Director

**Approved By:** Steve Volkert 1-5-17  
Steve Volkert, Date  
City Administrator

ROUTING: COMMON COUNCIL 01/10/17



# VANDEWALLE & ASSOCIATES INC.

December 9, 2016

## **Agreement for Downtown Implementation Services**

THIS AGREEMENT is made and entered into by and between the “Client” City of Hartford, Wisconsin, and VANDEWALLE & ASSOCIATES, Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is defined as providing Implementation Services.

### **Article I    Scope of Work**

- A. VANDEWALLE & ASSOCIATES agrees to provide the “Services” as described in a scope below:

#### **Task 1: Implementation Services**

VANDEWALLE & ASSOCIATES will prepare to provide a variety of implementation services as directed by Client. VANDEWALLE & ASSOCIATES will primarily focus on several core services to maximize the outputs and outcomes from the available budget resources. These services will include:

- 1.1 Coordination with WEDC, WDNR and other agencies on tax credits and grants to address current downtown property needs.
- 1.2 Continuation of recruiting developers to identified areas.
- 1.3 Assistance in planning of wayfinding and parking signage.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax  
247 Freshwater Way Suite 500 • Milwaukee, Wisconsin 53204 • 414.488-8631  
[www.vandewalle.com](http://www.vandewalle.com)

Shaping places, shaping change

1.4 Assistance with developing a downtown brand or City brand once the direction these projects take is identified.

1.5 Additional essential implementation services as directed by Client determined to be achievable within the approved monthly budget.

Any additional implementation services determined to be unachievable within the monthly budget will be conducted on a time and materials basis through a separate work order as negotiated and approved by Client.

### **Task 2: Project Management Team & Work Group Meetings**

VANDEWALLE & ASSOCIATES will provide the following project management services as directed by Client:

2.1 Attend Project Management Team (PMT) meetings as directed by Client.

2.2 Any additional project management services determined to be unachievable within the monthly budget will be conducted on a time and materials basis through a separate work order as negotiated and approved by Client.

- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order" (including grant writing).
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

## **Article II Client's Responsibilities**

- A. Client shall be responsible for coordination of all meeting venues, publicity dissemination, notifications, and refreshments.
- B. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete

these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.

- C. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Steve Volkert, City Administrator.
- D. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title
------	-------

Name	Title
------	-------

- E. Client acknowledges that although VANDEWALLE & ASSOCIATES may provide municipal advice for this Project as defined in Securities and Exchange Rule 15Ba1-1, VANDEWALLE & ASSOCIATES is not an Independent Registered Municipal Advisor (IRMA) and is, therefore, not subject to the specific rules and fiduciary standard required of an IRMA when providing advice on the potential issuance of municipal securities. Advice, if any, provided by VANDEWALLE & ASSOCIATES to the Client with respect to the issuance of municipal securities shall be discussed with Client's IRMA before taking any action. Should there be questions or concerns about VANDEWALLE & ASSOCIATES' role in this Project, Client shall talk immediately with Client's IRMA and/or seek appropriate legal assistance. In accordance with the above, Client shall provide VANDEWALLE & ASSOCIATES an original, signed copy of Client's disclosure indicating that Client has retained an IRMA to provide advice for the Project.
- F. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to

use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lie solely with Client and the vendor or supplier of that hardware or software.

- G. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

### **Article III Estimated Schedule**

- A. Services in this Agreement shall commence from date of execution, and be in effect a maximum of one year, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

### **Article IV Costs and Payment**

- A. All work will be completed on a time and materials basis with a budget not to exceed \$45,000, estimated at \$3,750 per month. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

- B. Invoice charges to the Client are divided into these two elements:
1. Professional Fees.  
Charged for all Services rendered at current billing rates as listed in Attachment One.
  2. Reimbursable Expenses.
    - a. Most will be invoiced at cost, including travel and all in-house charges.
    - b. Some Reimbursable Expenses will be charged at cost multiplied by 1.1. These are limited to items charged through a third party vendor. Examples of these would include: printing, reproduction, and delivery charges.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

## **Article V Termination**

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

## **Article VI Dispute Resolution**

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

## **Article VII Intellectual Property; Confidentiality**

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
  
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

## Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of

appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Hartford

By:

---

Signature of Authorized Representative

Date

---

Printed Name

Title

VANDEWALLE & ASSOCIATES

By:

---

Nonna Anderson, Business Manager

Date

**ATTACHMENT ONE**  
**FEE SCHEDULE**

	<u>Hourly Rates</u>
Company President	\$220 to \$250
Principal	\$120 to \$220
Associate	\$85 to \$120
Assistant	\$65 to \$85
GIS Analyst/Cartographer	\$75 to \$85
Communications Specialist	\$60 to \$95
Project Assistant	\$40 to \$65

# EXECUTIVE SUMMARY

Resolution No. 3469

**TITLE:** A Preliminary Resolution for the Levying of Special Assessments under Section 66.0703 Wis. Statutes for the installation of sidewalk in Simon's Pleasant Valley Addition No. 2 Subdivision and adjacent to 1396 & 1440 Patton Drive.

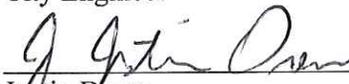
**BACKGROUND:** The Developer's Agreement for Simon's Pleasant Valley Addition No. 2 states under Section II (E) that sidewalk shall be required on both sides of each street within and abutting the subdivision. Simon Drive has now been extended from Hartford Square II to the section of Simon Drive in the Simon's Pleasant Valley Addition No. 2 Subdivision as outlined on the attached Map and Exhibit A.

The Common Council must authorize the installation of sidewalk on Simon Drive and Patton Drive in this area. The City retains the right to special assess cost for the installation of the sidewalk to each abutting property owner. See the attached Consent & Waiver of Special Assessment Notices and Hearings for Simon's Pleasant Valley Addition No. 2.

It is necessary for the Common Council to adopt a Preliminary Special Assessment Resolution at this time so that when the sidewalk is installed by the City under the 2017 Sidewalk Program, and all costs are known, the final special assessment can be properly adopted.

**FISCAL IMPACT:** The City will collect no money as part of the preliminary resolution, but costs will be collected with the adoption of the final resolution after the sidewalk is installed by the City's contractor and will be special assessed to each owner of the adjacent property. The total cost is estimated at \$72,678.13 based upon an approximate cost of \$7.35 per square foot.

**STAFF RECOMMENDATION:** Adoption of Preliminary Resolution No. 3469 for the levying of special assessments under Section 66.0703 Wisconsin Statutes for the installation of sidewalk on SIMON DRIVE and PATTON DRIVE as shown on the attached map and Exhibit A.

PREPARED BY:	 Jason W. Schall City Engineer	<u>12-20-16</u> Date
REVIEWED BY:	 Justin Drew Director of Planning & Development	<u>12-20-16</u> Date
REVIEWED BY:	 Ian Prust City Attorney	<u>12-21-16</u> Date
APPROVED BY:	 Steve Volkert City Administrator	<u>12-21-16</u> Date

ROUTING: Common Council - January 10, 2017

**RESOLUTION NO. 3469**

**A PRELIMINARY RESOLUTION FOR THE LEVYING OF SPECIAL  
ASSESSMENTS UNDER SECTION 66.0703 WIS. STATUTES FOR  
THE INSTALLATION OF SIDEWALK IN  
SIMON'S PLEASANT VALLEY ADDITION NO. 2 and 1396 & 1440 PATTON DRIVE**

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

1) The Common Council declares its intention to exercise its police power under Section 66.0703 Wisconsin Statutes to levy special assessments for the installation of sidewalk in Simon's Pleasant Valley Addition No. 2 Subdivision to include all properties without sidewalk AND 1396 Patton Drive and 1440 Patton Drive which are not part of the subdivision.

2) It is the determination of the Common Council that said municipal work shall be made under the police power and that the amount assessed against each property shall be based upon street frontage.

3) The property involved, which is to be assessed by street frontage, is located *on Simon Drive and Patton Drive as shown on the attached address list*. The assessment against any parcel may be paid in one sum or installments, the number of which shall be determined following a public hearing on the proposed assessment.

4) The City Engineer is directed to prepare a report consisting of:

- a) Final plans and specifications of the improvements.
- b) A statement of the entire cost of the work as estimated.
- c) A schedule of the proposed assessments against each parcel.
- d) A statement that the property against which the assessments are proposed has been inspected and is or will be benefited setting forth the basis of the benefit.

5) When the report is completed, the City Engineer shall file a copy of the report with the City Clerk for public inspection.

6) The City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general description of the property to be assessed, the time and place in which the Engineer's Report may be inspected, and the time and place of the public hearing and the matter contained in the preliminary resolution and the reports. This notice shall be published as a Class I notice and a copy shall be mailed at least 10 days before the hearing to every interested party. The hearing shall commence not less than 10 nor more than 40 days after publication.

7) The hearing shall be held in the Common Council Chambers, Room 178, 109 North Main Street, on a date to be determined by the Common Council and in accordance with Section 66.0703 (7) Wisconsin Statutes.

Signed:

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

Introduced: January 10, 2017

Adopted:

Attest:

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

**EXHIBIT A**  
**SIMON'S PLEASANT VALLEY ADDITION NO. 2**  
**and CSM NO. 6209**

No.	Tax Key No. Address	Property Description	Owner Mailing Address	Front Footage	Share of Cost
1	36-2702-002-013 619 Simon Drive	LOT 1, Block 4 Simon's Pleasant Valley Add #2 Doc. 1415168 SEC 27-10-18	Stephen M. O'Morrow Lindsay L. O'Morrow 619 Simon Drive Hartford, WI 53027	77.07	
2	36-2702-002-012 629 Simon Drive	LOT 2, Block 4 Simon's Pleasant Valley Add #2 Doc. 873345 + 1385890 SEC 27-10-18	Jill Reinke 629 Simon Drive Hartford, WI a53027	72	
3	36-2702-002-011 637 Simon Drive	LOT 3, Block 4 Simon's Pleasant Valley Add #2 Doc. 777763 SEC 27-10-18	Paul J. Kunkel Robin Becker 637 Simon Drive Hartford, WI 53027	72	
4	36-2702-002-010 649 Simon Drive	LOT 4, Block 4 Simon's Pleasant Valley Add #2 Doc. 1199994 SEC 27-10-18	David A. Groves Denise M. Christenson 649 Simon Drive Hartford, WI 53027	72	
5	36-2702-002-009 655 Simon Drive	LOT 5, Block 4 Simon's Pleasant Valley Add #2 Doc. 869785 SEC 27-10-18	Kevin & Angela Weber 655 Simon Drive Hartford, WI 53027	72	
6	36-2702-002-008 669 Simon Drive	LOT 6, Block 4 Simon's Pleasant Valley Add #2 Doc. 1389861 SEC 27-10-18	Kevin & Liza Knitter 669 Simon Drive Hartford, WI 53027	72	
7	36-2702-002-007 677 Simon Drive	LOT 7, Block 4 Simon's Pleasant Valley Add #2 Doc. V1768 P262 SEC 27-10-18	Bryan & Kelly Morey 677 Simon Drive Hartford, WI 53027	91.51	
8	36-2702-010-001 1319-1321 Patton Dr. (Corner Lot)	LOT 1, Block 5 Simon's Pleasant Valley Add #2 Doc. 833131, 935278, 1291696,1291697 SEC 27-10-18	Todd & Geri Davis 1321 Patton Drive Hartford, WI 53027	228.61	
9	36-2702-010-002 664 Simon Drive	LOT 2, Block 5 Simon's Pleasant Valley Add #2 Doc. 1247928 SEC 27-10-18	Keith & Julie Welak 664 Simon Drive Hartford, WI 53027	78	

No.	Tax Key No. Address	Property Description	Owner Mailing Address	Front Footage	Share of Cost
10	36-2702-010-003 1316 Valley View Rd (SIMON DR SIDE)	LOT 3, Block 5 Simon's Pleasant Valley Add #2 Doc. 1396570 SEC 27-10-18	Robert & Holly Lemmer 1316 Valley View Road Hartford, WI 53027	145	
11	36-2702-010-011 1331 Patton Drive	LOT 11, Block 5 Simon's Pleasant Valley Add #2 Doc. 1347389 SEC 27-10-18	Jesus Ferreira 1331 Patton Drive Hartford, WI 53027	75	
12	36-2702-010-012 1343 Patton Drive	LOT 12, Block 5 Simon's Pleasant Valley Add #2 Doc. 7898626 SEC 27-10-18	Murray & Jacqueline Sullivan 1343 Patton Drive Hartford, WI 53027	75	
13	36-2702-010-013 1351 Patton Drive	LOT 13, Block 5 Simon's Pleasant Valley Add #2 Doc. 860363 SEC 27-10-18	Scott & Ann MacPherson 1351 Patton Drive Hartford, WI 53027	75	
14	36-2702-010-014 1363 Patton Drive	LOT 14, Block 5 Simon's Pleasant Valley Add #2 Doc. 1091186 SEC 27-10-18	Paulino Carlo Basora Elizabeth Basora 1363 Patton Drive Hartford, WI a53027	75	
15	36-2702-010-015 1371 Patton Drive	LOT 15, Block 5 Simon's Pleasant Valley Add #2 Doc. 880990 SEC 27-10-18	Michael Meckl Wendy Kuntz 1371 Patton Drive Hartford, WI 53027	75	
16	36-2702-010-022 1429 Patton Drive	LOT 19, Block 5 Simon's Pleasant Valley Add #2 Un 1 Patton Estates Condo Doc. 827109 (CSM # 5113) SEC 27-10-18	Cynthia S. Berghammer 1429 Patton Drive Hartford, WI 53027	42.555	
17	36-2702-010-021 1427 Patton Drive	LOT 19, Block 5 Simon's Pleasant Valley Add #2 Un 2 Patton Estates Condo Doc. 827109 (CSM # 5113) SEC 27-10-18	David & Colleen Simon 1427 Patton Drive Hartford, WI 53027	42.555	
18	36-2702-010-020 1443 Patton Drive	OUTLOT 1, Block 5 Simon's Pleasant Valley Add #2 Doc. V1681 P495 SEC 27-10-18	Robert & Sue Bliese 4292 Pleasant Hollow Rd Jackson, WI 53037	177.5	
19	36-2702-009-001 620 Simon Drive	LOT 1, Block 6 Simon's Pleasant Valley Add #2 Doc. 1169592 SEC 27-10-18	William J. Steffen Becket A. Ellis 620 Simon Drive Hartford, WI 53027	76.1	

No.	Tax Key No. Address	Property Description	Owner Mailing Address	Front Footage	Share of Cost
20	<b>36-2702-009-002</b> <b>1320 Patton Drive</b> <b>(Corner Lot)</b>	LOT 2, Block 6 Simon's Pleasant Valley Add #2 Doc. 810130 + 811379 SEC 27-10-18	Dawn M. Bodart 1320 Patton Drive Hartford, WI 53027	<b>237.04</b>	
21	<b>36-2702-009-009</b> <b>1334 Patton Drive</b>	LOT 3, Block 6 Simon's Pleasant Valley Add #2 (Un. A Empty Nesters Condo) Doc. 782598 SEC 27-10-18	Francis & Mary Sherfinski 1334 Patton Drive Hartford, WI 53027	<b>50</b>	
22	<b>36-2702-009-010</b> <b>1338 Patton Drive</b>	LOT 3, Block 6 Simon's Pleasant Valley Add #2 (Un. B Empty Nesters Condo) Doc. 782598 SEC 27-10-18	Glen & Jean Norlander 1338 Patton Drive Hartford, WI 53027	<b>50</b>	
23	<b>36-2702-009-019</b> <b>1396 Patton Drive</b>	Lot 1, CSM 6209 Doc. 1179653 Pt of NW NW SEC 27-10-18	M&K Services, Inc. d/b/a HAPPY HOLLOW LEARNING CENTER 3172 Glacier Drive Hubertus, WI 53033	<b>215</b>	
24	<b>36-2702-009-020</b> <b>1440 Patton Drive</b>	Lot 2, CSM 6209 Doc. 1179653 Pt of NW NW, V1410 P504 SEC 27-10-18	Jerome & June Ertenberg 2368 Hall Road Hartford, WI 53027	<b>245.79</b>	
			<b>TOTAL</b>	<b>2491.73</b>	<b>\$0.00</b>

Excel/ProjectCosts/SpecialAssessments/SimonsPleasantValleyAdd2-2016

Simon Pleasant Valley  
Addition #2

NOT TO SCALE



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

The undersigned owners of the property described below have submitted to you a petition for a preliminary plat of Simon's Pleasant Valley Addition No. 2, the following described property located in the City of Hartford, Washington County, Wisconsin:

Being a part of the NW 1/4 of the NW 1/4 of Section 27, T10N, R18E, City of Hartford, Washington County, Wisconsin.

Commencing at the Northwest corner of said Section 27; thence S 00° 19' 08" E 528.45 feet; thence N 88° 56' 27" E 230.01 feet; thence S 00° 19' 08" E 17.98 feet; thence along the right-of-way line of Valley View Road N 88° 56' 27" E 550.83 feet; thence along the right-of-way line of Valley View Road and the arc of a curve 50.11 feet, having a radius of 116.00 feet, a delta of 24° 45' 11" and a chord bearing of N 78° 40' 56" W, 49.73 feet; thence along the right-of-way line of Valley View Road and the arc of a curve 80.40 feet, having a radius of 116.00 feet, a delta of 39° 42' 46" and a chord bearing of N 46° 26' 58" W, 78.80 feet; thence N 88° 56' 27" E 216.53 feet; thence N 00° 21' 18" W 177.48 feet; thence N 88° 57' 42" E 174.40 feet; thence along the right-of-way line of County Trunk Highway "K" N 02° 35' 09" W 169.61 feet; thence S 86° 59' 20" W 10.00 feet; thence N 03° 00' 40" W 98.91 feet; thence S 88° 53' 29" W 780.71 feet; thence N 01° 06' 31" W 168.00 feet; thence S 88° 53' 29" W 472.83 feet to the point of beginning.

In consideration of your approval of the Subdivider's Agreement of Simon's Pleasant Valley Addition No. 2 Subdivision and the construction by the City of Hartford, Wisconsin, of the following proposed public improvements described as:

sanitary sewer and laterals to the lot line; watermain and laterals to the lot line; storm sewer and related retention/detention basins; electrical distribution system including street lamps; site grading; road grading and gravel including turning and passing lanes; curb and gutter; asphalt, bike path, sidewalk, and street signage.

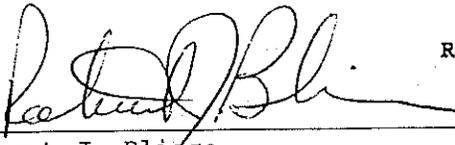
We hereby admit that these improvements will benefit the property as described above and consent to the levying of special assessments against our premises under Section 66.60, Wis. Stats., for the cost of these improvements.

In accordance with Section 66.60 (18), Wis. Stats., we hereby waive all special assessment notices and hearings required by Section 66.60, Wis. Stats., and we further agree and admit that the benefit to our property from the construction of these improvements is reasonable and appropriate.

The undersigned agrees to pay any amount assessed by the City for the cost of construction, supervision, and administration applicable to the installation and construction of these improvements within 30 days of billing.

CONSENT & WAIVER  
Page 2

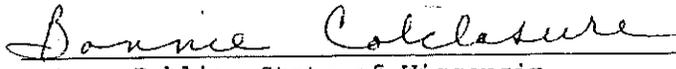
This consent and waiver runs with the land and benefits and binds the respective personal representatives, heirs, successors, and assigns of the undersigned.

by:   
Robert J. Bliese

ROBERT J. BLIESE

STATE OF WISCONSIN )  
COUNTY OF WASHINGTON)

Personally came before me, this 16th day of April, 1997, Robert J. Bliese, to me known to be the person who executed the foregoing instrument.

  
Notary Public, State of Wisconsin  
My Commission Expires: 10-12-97 10/12/97  
Bonnie Colclasure

This instrument was drafted by Brian D. Turk, Director of Planning and Community Development.

RETURN TO: Attorney Karen Christianson  
O'Meara Law Firm  
P. O. Box 429  
Hartford, WI 53027

SUBBLSE



# SIMON'S PLEASANT VALLEY ADDITION NO. 2

## PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 27, T10N, R18E, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

I, James R. Elder, Registered Land Surveyor, do hereby certify: That in full compliance with the provisions of Chapter 235 of the Wisconsin State Statutes, and the subdivision regulations of the City of Hartford and according to the instructions and descriptions furnished to me by the owner listed herein, I have surveyed "SIMON'S PLEASANT VALLEY ADDITION NO. 2", and that such plot correctly depicts the boundaries, easements, encumbrances, and improvements and that the same are in accordance with the plat of said addition, filed for record in the City of Hartford, Washington County, Wisconsin, described as follows:

ACCORDING TO THE NW CORNER OF SAID SECTION 27,  
 THENCE 502°19'07"E, 538.43 FEET ALONG THE WEST LINE OF THE NW 1/4 OF SAID SEC. 27,  
 AND THE EAST LINE OF WYNDOLFE DOWNS SUBDIVISION;  
 THENCE N07°45'2"E, 230.01 FEET, ALONG THE NORTH LINE OF SIMON'S PLEASANT VALLEY ADDITION;  
 THENCE S07°19'07"E, 173.98 FEET, ALONG THE EAST RIGHT OF WAY OF SAID DOWNS;  
 THENCE N07°45'2"E, 550.03 FEET, ALONG THE NORTH RIGHT OF WAY LINE OF VALLEY VIEW ROAD;  
 THENCE S07°19'07"E, 173.98 FEET, ALONG THE EAST RIGHT OF WAY LINE OF VALLEY VIEW ROAD;  
 OF A CURVE 153.33 FEET, HAVING A RADIUS OF 116.00 FEET, A DELTA OF 43°23'07",  
 AND A CHORD BEARING OF S86°43'57"E, 123.74 FEET (RECORDED AS S07°21'15"E);  
 THENCE N07°45'2"E, 216.53 FEET, THENCE N02°31'16"W, 177.40 FEET;  
 THENCE N07°45'2"E, 174.40 FEET;  
 THENCE ALONG THE WEST RIGHT OF WAY OF C.H. "C" AND THE ARC OF A CURVE 108.57 FEET, HAVING A RADIUS OF 11,424.18 FEET, A DELTA OF 09°57'07", AND A CHORD BEARING OF S07°19'07"E, 173.98 FEET;  
 THENCE S07°19'07"E, 164.50 FEET, ALONG SAID WEST RIGHT OF WAY;  
 THENCE N07°45'2"E, 93.81 FEET, ALONG SAID WEST RIGHT OF WAY;  
 THENCE S07°19'07"E, 780.71 FEET, ALONG THE SOUTH LINE OF C.S.M. NO. 4278;  
 THENCE N07°45'2"E, 186.00 FEET, ALONG THE WEST LINE OF C.S.M. NO. 4278;  
 THENCE S07°19'07"E, 472.83 FEET ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 28 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 553,842.73 SQUARE FEET OR 12,7157 ACRES.



Dated This 19th Day of June, 1997.

*James R. Elder*  
 James R. Elder, R.L.S. No. S-402

**CONSENT OF CORPORATE MORTGAGEE:**

HARTFORD SAVINGS BANK, a corporation duly organized and existing under and by the virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Robert J. Blase and Sue E. Blase, Owners.

IN WITNESS WHEREOF, the said HARTFORD SAVINGS BANK, has caused these presents to be signed by Ronald A. Nelson, Vice President at Hartford, Wisconsin, and its corporate seal to be hereunto affixed, this 18th day of SEPTEMBER, 1997.

IN THE PRESENCE OF:  
*James R. Elder*  
 James R. Elder, Notary Public, State of Wisconsin  
 Ronald A. Nelson, Vice President

STATE OF WISCONSIN )  
 WASHINGTON COUNTY ) SS

Personally come before this 18th day of SEPTEMBER, 1997, Ronald A. Nelson, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as the deed of said corporation, by the authority.

*Ronald A. Nelson*  
 Notary Public, State of Wisconsin  
 My commission expires: 06/04/00.

**OWNER'S CERTIFICATE OF DEDICATION:**

As owners, we hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

- 1) City of Hartford
- 2) Department of Commerce
- 3) Washington County Park & Planning Commission

WITNESS the hand and seal of said Owners, this 18th day of SEPTEMBER, 1997.

In the presence of:  
*Robert J. Blase*  
 Robert J. Blase, Owner  
*Sue E. Blase*  
 Sue E. Blase, Owner

STATE OF WISCONSIN )  
 WASHINGTON COUNTY ) SS

Personally come before me this 18th day of SEPTEMBER, 1997, the said Robert J. Blase and Sue E. Blase known to me to be the persons who executed the foregoing instrument and acknowledged the same.

*Suzanne M. Anderson*  
 Notary Public, State of Wisconsin  
 My Commission expires: 11/12/2001

**COUNTY TREASURER'S CERTIFICATE:**

STATE OF WISCONSIN )  
 WASHINGTON COUNTY ) SS

I, Frederic A. Seefeldt, being the duly elected, qualified, and acting Treasurer of Washington County, do hereby certify that the records in my office show that the above described land is subject to special assessments as of the date of the day of SEPTEMBER, 1997, effective for the lands included in the plat of "SIMON'S PLEASANT VALLEY ADDITION NO. 2".

Date: \_\_\_\_\_  
 Frederic A. Seefeldt, County Treasurer

**COMMON COUNCIL APPROVAL CERTIFICATE:**

RESOLVED, that the plat of "SIMON'S PLEASANT VALLEY ADDITION NO. 2", in the City of Hartford, Washington County, Wis., Robert J. Blase and Sue E. Blase Owners is hereby approved by the Common Council.

Date: July 22, 1997  
 Date: SEPTEMBER 23, 1997  
*Mayor*

STATE OF WISCONSIN )  
 WASHINGTON COUNTY ) SS

I, being the duly elected, qualified, and acting Clerk of the City of Hartford, Washington County, do hereby certify that the Common Council of the City of Hartford passed Resolution Number 2627 on July 22, 1997 authorizing me to issue a certificate of approval on the final plat of "SIMON'S PLEASANT VALLEY ADDITION NO. 2", upon satisfaction of certain conditions, and I do hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THE 23rd DAY OF SEPTEMBER, 1997.

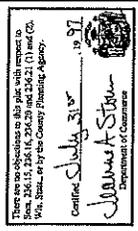
Date: 9/23/97  
*John C. Spitzer*  
 Clerk

**CERTIFICATE OF CITY TREASURER:**

STATE OF WISCONSIN )  
 WASHINGTON COUNTY ) SS

I, Carolyn Weisberg, being the duly elected, qualified, and acting Treasurer of the City of Hartford, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this 23rd day of September, 1997 on any lands included in the plat of "SIMON'S PLEASANT VALLEY ADDITION NO. 2".

Date: Sept. 23, 1997  
*Carolyn Weisberg*  
 City Treasurer



**EXECUTIVE SUMMARY**

**TITLE: Approval of 2017 Contract with Mid-Moraine Municipal Court**

**BACKGROUND:**

Mid-Moraine Municipal Court is the self-legislated court system covering 16 communities in Washington & Ozaukee Counties. On an annual basis, the agreement is amended to address changes to the group or changes in costs associated with being in the group.

Changes for 2017 are that the court offices are moving to a new building on the corner of Paradise Drive and Silverbrook in West Bend. This will have no impact on our residents. Annual costs are dictated by the board in which we sit through the budgeting process.

**RECOMMENDATION:**

The staff recommends that the city sign the agreement to continue with the Mid-Moraine Municipal Court system through the stated term date of April 30<sup>th</sup>, 2021.

PREPARED BY:  DATE: 1/5/17  
Steve Volkert, City Administrator

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

REVIEWED BY:  DATE: 1/5/17  
Dawn Timm, Finance Director

Committee Routing: Common Council

January 10th, 2017

**THIRTEENTH-AMENDED AGREEMENT  
FOR THE OPERATION OF THE  
MID-MORAINÉ MUNICIPAL COURT  
(§66.0301, *Wisconsin Statutes*)**

This Agreement is entered into by and between the City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend, municipal corporations organized and existing under the laws of the State of Wisconsin hereinafter called the “Member Municipalities”. The Member Municipalities contract and agree as follows:

1. GENERAL. The Municipal Court shall be organized and shall operate pursuant to the *Wisconsin Statutes*, the ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of the *Wisconsin Statutes* shall govern.
2. ORGANIZATION. Except for matters required by statutes to be determined by the respective governing bodies of Member Municipalities, the general operation of the court shall be by the Judge and the Court Administrative Committee.
3. COURT ADMINISTRATIVE COMMITTEE.
  - (a) **Composition**. The Court Administrative Committee shall be comprised of one representative of each Member Municipality, who shall be appointed by the mayor, president, or chairman of the Member Municipality, subject to confirmation by the municipality’s governing body. In order to assure participation and continuity of representation, each Member Municipality may provide for an alternate representative who shall act on committee matters in the absence of the representative. Neither the representative nor the alternative representative of a Member Municipality shall be a police officer for the municipality or an attorney representing the municipality.
  - (b) **Powers and Duties**. The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee shall be responsible for the selection of the Clerk of the Municipal Court, subject to appointment by the Judge. The Administrative Committee shall recommend to the governing bodies for determination the salary of the Judge and the number and salary of the Clerks and/or Deputy Clerks. The Administrative Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the court and shall adopt appropriate accounting procedures to insure the proper handling of said funds. The Administrative Committee shall, with the assistance of the Judge, prepare an annual budget for the operation of the court.
  - (c) **Procedure and Voting**. The Court Administrative Committee shall be governed by *Robert’s Rules of Order Revised*. A majority of the voting members of the committee shall constitute a quorum. A majority vote of all the voting members shall be required to adopt any motion or resolution.

- (d) **Voting Members.** The duly appointed and confirmed representative or alternate representative of each Member Municipality which meets or exceeds a citation volume of two percent (2%) of the court's total citation volume for the preceding calendar year shall be a permanent voting member of the Court Administrative Committee. All other such representatives shall be non-voting members unless and until they accede to voting member status based upon the above volume criterion.
- (e) **Officers.** The Officers of the Court Administrative Committee shall consist of a President, Vice President, Treasurer and Deputy Treasurer.
- (f) **Term.** Officers shall serve a term of two years. No member may serve in the same office for more than one term, except the Treasurer and Deputy Treasurer who may serve for two consecutive terms. The term of office of each Officer shall begin on July 1 and end of June 30.
- (g) **Compensation.** Officers shall serve without compensation.
- (h) **Nominating Committee.** On or before February 15 of each year the President shall appoint a Nominating Committee consisting of three representatives on the Court Administrative Committee. The Nominating Committee shall endeavor to provide at least two candidates for each open seat, except the Nominating Committee need not find two candidates for a seat held by an incumbent that is seeking reelection.
- (i) **Election of Officers.** Officers shall be elected by the Court Administrative Committee at their Spring meeting.
- (j) **Vacancies.** Vacancies in any Officer position shall be filled by the Court Administrative Committee. Any person filling an unexpired term of an Officer may serve in that same capacity until June 30 when the term expires.
- (k) **Duties of the President.** The President shall preside at all meetings of the Court Administrative Committee; perform the duties customary to that office; appoint members of the standing committees; appoint such special committees as are necessary for the proper functioning of the Court Administrative Committee.
- (l) **Duties of the Vice President.** The Vice President shall act as President in the event of the President's absence or inability to serve and during any period in which the office of President is vacant. The Vice President shall become President after the President's term is completed.
- (m) **Duties of Treasurer.** The Treasurer shall act as Treasurer of the Court Administrative Committee; perform the duties customary to that office.
- (n) **Duties of Deputy Treasurer.** The Deputy Treasurer shall act as Treasurer in the event of the Treasurer's absence or inability to serve and during any period in which the office of Treasurer is vacant.

4. JUDGE'S SALARY. The salary of the Judge shall be set by a majority of the governing bodies of Member Municipalities having voting members of the Court Administrative Committee.
5. COURT PERSONNEL.
  - (a) **Clerk.** The selection of the Clerk of the Municipal Court shall be by the Administrative Committee. The Clerk must be appointed by the Judge pursuant to *Wis. Stats.* §§755.01 and 755.10.
  - (b) **Compensation.** The salary and fringe benefits of the Clerk and any other court personnel shall be established by a majority of the governing bodies of Member Municipalities having voting members of the Court Administrative Committee after recommendation of the committee.
  - (c) **Administration.** The Judge, Clerk and any other court personnel shall be employees of the Municipal Court.
6. FORFEITURES, FEES, PENALTY ASSESSMENTS, AND COSTS. All forfeitures, fees, penalty assessment, domestic abuse assessment, and costs paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective municipal treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the treasurers the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessment, domestic abuse assessments, and costs if any. The treasurers shall disburse the fees, costs, and assessment as provided in *Wis. Stats.* §§165.87(2), 167.31(5), 346.655(2), 814.65(1), and 973.055(2). All jail assessments paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective county treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. The municipal portions of the court costs, as provided in §§814.65(1), shall be maintained in the Municipal Court operational account. Any excess revenue over budgeted expenditures shall be disbursed at the end of the fiscal year. All forfeitures shall be disbursed at least monthly to the Member Municipality for which judgment was entered.
7. BUDGET PROCESS.
  - (a) **Time and Approval.** The Clerk and the Judge shall submit a proposed budget to the Court Administrative Committee annually no later than July 15th of each year for the next succeeding year. The voting members of the committee shall present the budget to their respective governing bodies for approval. It shall be approved annually no later than December 1st. Approval by a majority of all of the governing bodies of Member Municipalities having voting members of the committee shall constitute approval of the budget.
  - (b) **Court Costs.** The local share of the court costs required to be collected pursuant to *Wis. Stats.* §814.65(1) shall be applied to the expenses of the court as determined in the budget. The local share shall not be credited to a Member Municipality's account.

- (c) **Expenses.** The net expenses, whether denominated start-up expenses, capital expenditures, operating expenses, or otherwise, and including those charged under ¶5, after application of the local share of court costs, shall be paid by the Municipal Court, which shall in turn charge each of the Member Municipalities its share. Each Member Municipality's share shall be determined as follows:
- (1) For the year 1991, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Wisconsin Department of Administration for 1989.
  - (2) For the year 1992, the shares shall be proportional to the populations of the Member Municipalities as determined by the 1990 federal census.
  - (3) For the year 1993, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Department of Administration for 1992.
  - (4) For each year thereafter, the Administrative Committee shall determine a minimum amount to be paid by each municipality. The balance of the expenses shall be paid proportional to the number of citations and complaints filed with the court by each Member Municipality during the current calendar year, except as otherwise specifically provided below.
  - (5) For the year 1996, the Village of Grafton shall pay 11.54% and the City of Port Washington shall pay 13.61% of the net expenses of the court. Thereafter, the shares of those municipalities shall be determined based on the number of citations and complaints filed as provided above. In addition to the amounts payable under this paragraph, the Village of Grafton shall pay to the court \$4,214.01 in three annual installments of \$1,404.67 each; and the City of Port Washington shall pay to the court \$4,232.67 in three annual installments of \$1,410.89 each. The additional payments shall be made by January 15th of each of the years 1996, 1997, and 1998.
  - (6) In addition to the amounts payable under this paragraph, the Town of Erin shall pay to the court \$1,053.65 in three annual installments of \$351.22 each; the Village of Germantown shall pay to the court \$5,265.04 in three annual installments of \$1,755.01 each; the Town of Hartford shall pay to the court \$1,152.32 in three annual installments of \$384.11 each; the Village of Saukville shall pay to the court \$1,333.77 in three annual installments of \$444.59 each; and the Town of Trenton shall pay to the court \$1,381.52 in three annual installments of \$460.51 each. The additional payments shall be made by January 15th of each of the years 1999, 2000, and 2001.
  - (7) In addition to the amount payable under this paragraph, the Village of Newburg shall pay to the court \$984.03 in three annual installments of \$328.01 each. The payments shall be made by January 15th of each of the years 2001, 2002, and 2003.

- (8) In addition to the amount payable under this paragraph, the City of Cedarburg shall pay to the court \$6,144.18 in three annual installments of \$2,048.06 each. The payments shall be made by March 15th of each of the years 2003, 2004, and 2005.
  - (9) In addition to the amount payable under this paragraph, the Village of Fredonia shall pay to the court \$819.95 in three annual installments of \$273.32 each. The payments shall be made by March 15th of each of the years 2006, 2007, and 2008.
  - (10) In addition to the amount payable under this paragraph, the Village of Thiensville shall pay to the court \$2,150.02 in three annual installments of \$716.67 each. The payments shall be made by March 15th of each of the years 2010, 2011, and 2012.
  - (11) In addition to the amount payable under this paragraph, the City of Mequon shall pay to the court \$10,780.80 in three annual installments of \$3,593.60 each. The payments shall be made by March 15th of each of the years 2011, 2012, and 2013.
8. LOCATION OF SESSIONS. Each Member Municipality shall provide a place for the Judge to hold court, or it may authorize him or her to hold court in another Member Municipality at a convenient place. Court sessions shall be held exclusively in each such place at least once monthly and, to the extent reasonably possible, at a convenient time for the Member Municipality bringing the action.
  9. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all the governing bodies of Member Municipalities having voting members shall be required to adopt any resolution pertaining to the operation of the court.
  10. WITHDRAWAL. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year.
  11. ADDITIONAL MEMBERS. Additional municipalities may become Member Municipalities under such condition as may be determined by the Court Administrative Committee upon approval by the governing bodies of all of the existing Member Municipalities.
  12. TERM. This Agreement shall terminate as of April 30, 2021 for all Member Municipalities. Upon termination, any surplus of assets over expenses held by the court shall be distributed to the Member Municipalities in proportion to their contributions to the expenses of the court over the life of the Agreement. For purposes of this paragraph, Member Municipalities does not include those who withdraw under ¶10.
  13. SURVIVAL OF OBLIGATIONS. The obligation to contribute to expenses under ¶7 and the right to receive distributions under ¶6 shall survive the withdrawal from or termination of the Agreement, except that a municipality which withdraws shall not be responsible for expenses incurred after its withdrawal.

This agreement as amended is effective on January 1, 2017.

**CITY OF CEDARBURG**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF FREDONIA**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF GERMANTOWN**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF GRAFTON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**CITY OF HARTFORD**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**TOWN OF HARTFORD**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Chairman

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF JACKSON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF KEWASKUM**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**CITY OF MEQUON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF NEWBURG**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**CITY OF PORT WASHINGTON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF SAUKVILLE**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF SLINGER**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**VILLAGE OF THIENSVILLE**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], President

Attest: \_\_\_\_\_  
[Name], Clerk

**TOWN OF TRENTON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Chairman

Attest: \_\_\_\_\_  
[Name], Clerk

**CITY OF WEST BEND**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], Mayor

Attest: \_\_\_\_\_  
[Name], Clerk

**EXECUTIVE SUMMARY**

**TITLE:** Discussion and consideration of approving a municipal sewer and water service agreement with Craig Bernhagen – 3568 Wayside Drive.

**BACKGROUND:**

Craig Bernhagen recently purchased a home at 3568 Wayside Drive, in the town of Hartford. Last fall Mr. Bernhagen contacted Staff to find out the availability of sewer, as an inspection of the septic system showed that it was failing. Both sewer and water are available to the property. It is the City's practice to require annexation when municipal sewer and water are extended to a town property. However, annexation in this instance is not possible, as annexation would create a town island (which is not legal under state statutes).

When municipal services are required and annexation is not possible, the City enters into a municipal sewer and / or water service agreement with the property owner. City Staff are requiring that Mr. Bernhagen connect to both municipal sewer and water service, as both services are available and it is much easier to meter with water service. The primary provisions of the agreement follow:

- The property owner is obligated to connect to the sanitary sewer and water main within 180 days of execution of this agreement.
- The property owner shall submit an annexation petition which the City shall have the right to execute once annexation of the subject property does not create a town island or is otherwise legal to act upon.
- This agreement shall run with the property and shall constitute a deed restriction against the property.
- The property owner shall pay the City prior to connection to the public sewer the Deferred Special Assessment fee in the amount of \$4,350.00.
- The property owner shall pay the 2017 Reserve Capacity Fee for extraterritorial equivalent in the amount of \$6,671.00.
- The property owner shall pay the extraterritorial sewer and water rates (125% of city rates).
- The property owner agrees that in order to avoid the intentional creation of a nonconforming structure or nonconforming use, the property, if further developed, will to the extent possible be developed in conformance with City standards for zoning and site planning.

**STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of a municipal sewer and water service agreement with Craig Bernhagen – 3568 Wayside Drive.

**Prepared By:** Justin Drew 1/5/17  
Justin Drew, Date  
City Planner

**Reviewed By:** Jason W. Schall 1-5-17  
Jason Schall, Date  
City Engineer

**Approved By:** Steve Volkert 1-5-17  
Steve Volkert, Date  
City Administrator

**WAYSIDE DRIVE – CITY OF HARTFORD**  
**MUNICIPAL SEWER & WATER SERVICE AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of **January, 2017**, by and between **CRAIG A. BERNHAGEN**, hereinafter referred to as “property owner” and the **CITY OF HARTFORD**, hereinafter referred to as “City”.

**RECITALS**

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

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

**WHEREAS**, *CRAIG A. BERNHAGEN* states that he is the owner of property affected by this Agreement described as follows:

The following described real estate in Washington County, State of Wisconsin: A part of the northeast one-quarter (NE ¼) of Section 22, Township 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin, described as follows: Commencing at the east one-quarter corner, Section Twenty-two (22), Town Ten (10) North, Range Eighteen (18) East; thence North 00 ° 18’ West on the east line of said Section 1004.73 feet; thence south 70° 46’ West 598.18 feet; thence North 19 ° 14’ West 285.0 feet to point of beginning of this description; thence continuing North 19° 14’ West 150.00 feet; thence North 70° 46’ East 270.00 feet; thence South 19° 14’ East 150.00 feet; thence South 70° 46’ West 270.00 feet to the POINT OF BEGINNING of this description.

Said parcel contains 0.930 acres, more or less. (Tax Key # **T6-0475-00E**, commonly known as **3568 Wayside Drive**).

**WHEREAS**, the City of Hartford has agreed to service said property upon the property owner’s completion of the following: signing this contract, which also constitutes a deed restriction to be recorded with the Register of Deeds of Washington County; and signing an annexation petition which will be held in escrow by the City until the Common Council requests that the annexation petition be acted upon after annexation of adjacent properties to prevent the creation of a town island, and

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

**WHEREAS**, said property owner wants to obtain from the City the right to connect to a **public water utility** to avoid the expense of maintaining a private well; and

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

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

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

- A. The City has designed, bid and constructed public mains, and other facilities sufficient to enable the property owners to connect to the City’s sanitary sewer and water utility.
- B. The City agrees that so long as the property owner complies with this agreement, the property owner will be provided with said services on the same terms and conditions as a resident of the City. If, for any reason, the terms and conditions of this agreement are not met and complied with by the property owner, City will have the right to refuse sanitary sewer and water main service to the property owner, and to have the right to impose upon said property owner terms and conditions different than those contained herein in addition to any other penalties that might be imposed by the failure to comply with this agreement.
- C. The City agrees that so long as the property owner complies with this agreement, the City will allow the property owner to pay deferred special assessments for sanitary sewer in five annual installments with the City to charge interest on the unpaid balance at the City’s borrowing rate of interest; but nothing shall prevent the property owner from prepaying their special assessments.

**SECTION II – PROPERTY OWNER’S OBLIGATIONS TO THE CITY**

- A. Prior to recording this Agreement, the property owner shall provide the City with title evidence acceptable to the City, showing that upon execution of this agreement, the property owner have indefeasible title to all interests in land described in this agreement.
- B. The property owner agrees that the *Sewer Service Ordinance* of the City together with all other Ordinances that regulate the sewer user system are made a part of this agreement and any amendment adopted by the City revising the terms of said Ordinances are also incorporated herein when adopted.
- C. The property owner agrees that the *Water Service Ordinance* of the City together with all other Ordinances and Public Service Commission rules that regulate the water distribution system are made a part of this agreement and any amendment adopted by the City revising the terms of said Ordinances or by the Public Service Commission reversing the terms of said rules are also incorporated herein when adopted.
- D. The property owner understands that he is being treated the same as City residents for sanitary sewer service purposes on the premise that the property either is already

contiguous, or when the property becomes contiguous to the City limits and/or becomes able to legally annex, the property described below can and will, subject to statutory notice requirements and a Common Council determination as to timing, be annexed to the City by an annexation ordinance without further action by the property owners.

- E. The property owner understand that they are obligated to connect to the sanitary sewer and water main within 180 days of execution of this agreement. If for any reason the terms and conditions of this agreement are not met and complied with by the property owner, City will have the right to impose upon their terms and conditions different than those contained herein, in addition to any other penalties that might be imposed by the failure to comply with the agreement.
- F. The property owner understands that simultaneous with this agreement the property owner is executing an annexation petition which, by their terms, will become effective immediately by virtue of already being contiguous to the City or is legally capable of being annexed, and at a time the City Council deems appropriate, but no sooner than when a petition for annexation of the adjacent properties to prevent creating a town island is presented to the City, it may act upon the petition. The property owner further understands that the City's right to act upon the petition shall not be dependent upon the property owner connecting or not connecting to the City's sewer and water main system provided the systems are made available.
- G. The property owner further agrees that this agreement and the City's Certification that installation has been completed shall be recorded by the City with the Register of Deeds and, following the recording of both documents, shall constitute a deed restriction against the above-described property.
- H. The property owner agrees that the City may levy against the property herein any delinquent charges owed the City pursuant to Section 66.0627, Wis. Stats.
- I. The property owner agrees that he will pay the City prior to connection to the public sewer the **Deferred Special Assessment fee in the amount of \$4,350.00.** Said total special assessment amount covers the cost of lines to and along the property line only and does not include private laterals and existing system abandonment to be privately contracted for and paid. The property owner also agrees to pay the 2017 **Reserve Capacity Fee** for extraterritorial equivalent in the amount of **\$6,671.00**. In addition, on an ongoing basis once connected, the property owner agrees to pay to the City certain monthly charges for sewer service and water main pursuant to the City's sewer ordinance.
- J. The 2017 monthly rates for sanitary sewer service, as an extraterritorial customer, are charged **\$5.37 per 1000 gallons** of water treated per month plus the monthly weighted meter charge of \$16.70. The 2017 monthly rates for water service, as an extraterritorial customer, are charged **\$6.19 per 1000 gallons per month based upon a 5/8" pipe plus** the monthly service charge of \$16.87. The service charges will vary from time-to-time as amended by the City. Property owner agrees to pay all present and future monthly service charges as established by the Common Council.

- K. The property owner agrees that neither he, nor his heirs or assigns, will sign any petitions to establish a sanitary district or a utility district or to affirm earlier utility district establishment that would include the above described property, and in the event a sanitary district or a utility district is petitioned for or petitioned for amendment, they agree that they will attempt to have their property removed from said district.
- L. The property owner further agrees that they will not participate in any respect in any action or litigation that would in any way negatively impact upon City's extraterritorial sewer and water, annexation-related deed restriction, or annexation powers.
- M. The property owner understands that the execution of the annexation petition to be held in escrow by the City, is an affirmation of their intent to annex the property at a future time. The property owner herein agrees that in order to avoid the intentional creation of a nonconforming structure or nonconforming use, the property, if further developed, will to the extent possible be developed in conformance with City standards for zoning and site planning. The property owner agrees that in addition to obtaining all necessary Town of Hartford approvals, they will submit a site plan to the City Planner for City review prior to obtaining a building permit or commencing construction.

**SECTION III -- SEVERABILITY**

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

**SECTION IV -- TERM OF AGREEMENT**

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

**SECTION V -- ASSIGNMENT**

The property owner may assign this agreement upon receiving written permission of the City. The City will not withhold its permission unreasonably. Any assignment approved by the City in writing will be of a nature that will release the assignor of the obligations of this Agreement with corresponding assumption of the obligations of this Agreement by assignee or an escrow agent agreed to by assignor and assignee, said permission to be conveyed in writing by both to the City.

**SECTION VI -- BINDING EFFECT**

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

**SECTION VII -- AMENDMENTS**

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

**SECTION VIII -- INDEMNIFICATIONS**

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

THE PARTIES HERETO have set their hands and seals this \_\_\_\_ day of January, 2017.

**CITY OF HARTFORD**

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

By: \_\_\_\_\_  
Lori Hetzel, City Clerk

STATE OF WISCONSIN    )  
WASHINGTON COUNTY ) SS.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above named *Timothy C. Michalak, Mayor*, and *Lori Hetzel, City Clerk*, to me known to be the persons who executed the foregoing instrument as the officers, pursuant to authority granted by the City of Hartford Common Council on the 9th day of January, 2001.

\_\_\_\_\_  
\*  
Notary Public, Washington County, WI  
My Commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
Craig A. Bernhagen

STATE OF WISCONSIN    )  
WASHINGTON COUNTY ) SS.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, *Craig A. Bernhagen*, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
Notary Public, Washington County, WI  
My Commission expires: \_\_\_\_\_

Approved as to form:  
\_\_\_\_\_  
Ian Prust, City Attorney

Drafted by: *Justin Drew, City Planner & Director of Development, City of Hartford*

**PETITION FOR UNANIMOUS CONSENT DIRECT ANNEXATION**

I, the undersigned, as sole owner of the real property described below and located in the Town of Hartford, Washington County, Wisconsin, hereby petition the Mayor and Common Council of the City of Hartford, to annex the lands described therein and shown on the attached scale map at such time as these lands can be annexed and that the Common Council requests that the annexation petition be acted upon after annexation of adjacent properties to prevent the creation of a town island:

The following described real estate in Washington County, State of Wisconsin: A part of the northeast one-quarter (NE ¼) of Section 22, Township 10 North, Range 18 East, Town of Hartford, Washington County, Wisconsin, described as follows: Commencing at the east one-quarter corner, Section Twenty-two (22), Town Ten (10) North, Range Eighteen (18) East; thence North 00 ° 18' West on the east line of said Section 1004.73 feet; thence south 70° 46' West 598.18 feet; thence North 19 ° 14' West 285.0 feet to point of beginning of this description; thence continuing North 19° 14' West 150.00 feet; thence North 70° 46' East 270.00 feet; thence South 19° 14' East 150.00 feet; thence South 70° 46' West 270.00 feet to the POINT OF BEGINNING of this description.

Said parcel contains 0.930 acres, more or less. **(T6-0475-00E, commonly known as 3568 Wayside Drive).**

At such time as the annexation of the above territory no longer creates a Town island within the incorporated boundaries of the City of Hartford, this document is my continuing petition for annexation. It is my intent that this annexation petition shall run with the land and be binding upon my heirs and assigns of this property and is to be acted upon by the City only upon annexation of adjacent properties which would no longer create a Town island within the City limits.

The undersigned hereby deposits this petition with the City Clerk with my request that the City Clerk file this petition for annexation on our behalf and follow all necessary and legal procedures when the City determines that the property herein is appropriate for annexation to the City.

Signature of Petitioner: \_\_\_\_\_ Date: \_\_\_\_\_  
Elector & Owner: Craig A. Bernhagen

Address: 3568 Wayside Drive, Hartford, WI 53027

Tax Key No: T6-0475-00D  
Acreage: 0.9300 Acres  
Assessed Value: \$188,500.00



1421700



**SPECIAL  
WARRANTY  
DEED**

RECORDED  
December 28, 2016 3:09 PM  
SHARON A MARTIN  
REGISTER OF DEEDS  
WASHINGTON COUNTY, WI  
Recording Fee Paid: \$30.00  
Transfer Fee Paid: \$540.00

Document Number

Return to:  
Craig A. Bernhagen  
3568 Wayside Drive  
Hartford, WI 53027

Drafted by:  
Robert M. Piette

T6-047500E

Parcel Identification Number

2

Christiana Trust, a Division of Wilmington-Savings Fund Society, FSB, as Indenture-Trustee, for the CSMC-2014-RPL2 Trust, Mortgage-Backed Notes, Series 2014-RPL2, hereinafter GRANTOR and Craig A. Bernhagen, hereinafter GRANTEE:

WITNESSETH, that GRANTOR for a valuable consideration conveys to Grantee and to his successors and assigns, but without recourse, representation or warranty, except as expressed herein, all of its right, title and interest in and to that certain tract or parcel of land described as follows, to wit:

THE FOLLOWING DESCRIBED REAL ESTATE IN WASHINGTON COUNTY, STATE OF WISCONSIN: A PART OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 18 EAST, TOWN OF HARTFORD, WASHINGTON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST ONE-QUARTER CORNER, SECTION TWENTY-TWO (22), TOWN TEN (10) NORTH, RANGE EIGHTEEN (18) EAST; THENCE NORTH 00 DEGREES 18 MIN. WEST ON THE EAST LINE OF SAID SECTION 1004.73 FEET; THENCE SOUTH 70 DEGREES 46 MIN. WEST 598.18 FEET; THENCE NORTH 19 DEGREES 14 MIN. WEST 285.00 FEET TO POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 19 DEGREES 14 MIN. WEST 150.00 FEET; THENCE NORTH 70 DEGREES 46 MIN. EAST 270.00 FEET; THENCE SOUTH 19 DEGREES 14 MIN. EAST 150.00 FEET; THENCE SOUTH 70 DEGREES 46 MIN. WEST 270.00 FEET TO POINT OF BEGINNING OF THIS DESCRIPTION.

RE: 3568 Wayside Drive, Hartford, WI

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demands whatsoever, of the said GRANTOR, either in law or equity, in and to the above-bargained premises, with the said hereditaments and appurtenances: **TO HAVE AND TO HOLD** the premises as before described, with the appurtenances, unto the said Grantee, his successors and assigns.

And GRANTOR warrants only against the acts of the GRANTOR and all claiming by, through or under it.

By accepting this Special Warranty Deed, Grantee acknowledges that he has had adequate opportunity to inspect the property conveyed herein as well as all improvements located thereon. Except as specifically set forth in this Special Warranty Deed, this conveyance is made without warranty or representation either express or implied and is on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis.

Except as specifically set forth in this Special Warranty Deed, Grantor makes no warranty or representation expressed or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title, habitability, merchantability or fitness for a particular purpose with respect to the property or any portion thereof.

IN WITNESS WHEREOF, said GRANTOR has caused its name to be signed to this deed this 5<sup>th</sup> day of December, 2016.

Christiana Trust, a Division of Wilmington Savings Fund Society, FSB, as indenture Trustee, for the CSMC 2014-RPL2 Trust, Mortgage-Backed Notes, Series 2014-RPL2

By Select Portfolio Servicing, Inc., its attorney-in-fact

By: J. Chandler <sup>12/5/16</sup>  
Jeaneen Chandler

Document Control Officer

STATE OF Utah )  
COUNTY OF Salt Lake ) ss Salt Lake

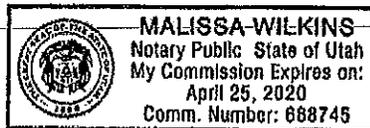
Personally came before me, this 5<sup>th</sup> day of December, 2016, Jeaneen Chandler Personally Known \*, of Select Portfolio Servicing, Inc., attorney-in-fact for Christiana Trust, a Division of Wilmington Savings Fund Society, FSB, as indenture Trustee, for the CSMC 2014-RPL2 Trust, Mortgage-Backed Notes, Series 2014-RPL2, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation by its authority.

\* Document Control Officer

Malissa Wilkins  
Notary Public

Salt Lake County, State of Utah

My commission expires: APR 25 2020



[space of notary seal]



**CITY OF HARTFORD**  
 ACCOUNTS RECEIVABLE  
 109 NORTH MAIN STREET  
 HARTFORD, WISCONSIN 53027  
 (262) 673-8209

Federal ID No. 39-6005463

\* \* \* \* \*  
 \* I N V O I C E S \*  
 \* \* \* \* \*

CUSTOMER NO. 5950321  
 INVOICE No. 11018  
 INVOICE DATE 12/31/1999  
 SERV. DATE  
 SERV. NO. T6 475 00E  
 DEPT. CODE 595

TO Jason & Peggy Bickert  
 3568 Wayside Drive  
 Hartford WI 53027

TERMS: NET 30 DAYS  
 A late payment charge of 1 1/2% per month (18% per annum)  
 shall be imposed on the unpaid balance of past due accounts.

DESCRIPTION	AMOUNT
SUMMARIZED BALANCE FORWARD	
	CATEGORY 59511 -59513
	4,350.00
SRC- 59511	
<b>TOTAL TO PAY</b>	<b>4,350.00</b>

## Executive Summary

**Title:** Discussion and consideration of Community Chorus participant non-resident fee

**Background:** The 2016 as well as the proposed 2017 Park and Recreation budget includes a non-resident fee of \$15 added to all recreation class/activity program fees that meet more than 3 times in a session. The charge of a non-resident fee was new in 2016 for all youth sports and community choir thus making for a consistent non-resident fee for all department recreation class/activities.

In August of this past year, the Director received several complaints by community choir members over the non-resident fee and at the September 7, 2016 Commission meeting the Director shared correspondence with the board indicating the concern over the fee and that there was a request to reconsider the non-resident fee for choir. The Director asked if the Commission if they wanted this request placed on a future agenda for discussion and reconsideration. The Commission indicated they did not want this back on the agenda as having the non-resident fee included consistently for all department programs is how they would want to proceed. **The Mayor more recently requested that the community choir non-resident fee be placed back on the Commission agenda for reconsideration to waive the fee for this program activity. The Park & Rec Commission brought it forward on Wednesday, December 7, 2016 and unanimously turned down the request stating that the tax payers already are asked to support this program with just under \$6,000 and the townships and non-residents are not supporting the program at all, thus the reason for all non-resident fees. Additionally, expressed was that the non-resident fees should remain uniform and the same for all department programs.**

In review of community choir and the financial impact of collecting a non-resident fee the following is provided. The base registration fee for choir is \$20 with non-residents paying an additional \$15. The current 2016 Fall community choir session has 76 enrolled choir members and 58 of those enrolled are non-residents. The additional non-resident revenue collected for 58 enrollments is \$870. There are two sessions of choir each year and should the non-resident enrollment numbers remain the same, the total annual financial revenue impact could be as high as **\$1,740** in collected non-resident fees.

In the 2017 Department operation budget, the Mayor has additionally outlined that staff should include extra funding in the amount of \$1,000 under the expense accounts for the Community Choir and City Band. The proposed funding for this expense will come from the presumed increased revenue through the hotel room tax. If the level of hotel room tax doesn't max predictions, the extra funds would be pulled from fund balance. The overall community choir budget is outlined below including the non-resident fee impact.

**Fiscal Impact:** The 2017 operational budget for the choir program is projected to have tax levy support in the amount of \$5,978. This includes expenses budgeted at \$11,028 and revenues at \$5,050. The \$5,050 revenue amount does not include non-resident fees collected and is strictly the base choir fee and concert donations. All non-resident fees that are collected and placed into a general department account for non-resident revenue. The collection of the choir non-resident fee lowers the proposed tax levy support from \$5,978 to \$4,238, (\$5,978 - \$1,740 the projected non-resident fee = \$4,238).

**Mayor's Recommendation:** While the Park & Rec Commission unanimously turned down the Mayor's request, the Mayor is now asking the Council to overturn the recommendation of the Park & Rec

Commission and consider dropping the non-resident fee of \$15 for community choir in the 2017 choir sessions.

Prepared by: Mike Hermann 12/12/16  
Mike Hermann, Parks and Recreation Director Date

Approved by: Steve Volkert 12/12/16  
Steve Volkert, City Administrator Date

Routing: Park and Recreation Commission 12/7/16  
City Council 1/10/17

12/12/16

Executive Summary

**Title:** Discussion and consideration of extending deadline for code compliance

**Background:** In 1991, the commercial property located at 2770 E. Sumner Street (formerly Brunner Furniture) petitioned the city to receive sewer services. At that time, the city approved the petition, granted them access to the sewer main, and got them to sign a sewer service agreement dated January 3, 1991.

On November 28<sup>th</sup>, 2000, the property was annexed into the city along with the Gateway subdivision. The city code at that time required any annexed property to be hooked up to city water no later than one year from the time of annexation. However, at that time, this property did not have adjacent access to a water main.

In July, 2003, the water main was extended to this area to help serve the Gateway subdivision. While this would have been the first chance for the city to enforce the code (24.06), the then city engineer missed it.

In 2016, Brian Krebs purchased the property from the Brunner family. It was at this time that current staff noticed that they weren't hooked up to water when the utility bill ownership transfer occurred. Upon finding this out, a letter was sent to Mr. Krebs on June 24<sup>th</sup>, 2016 stating that code 24.06 required him to hook up to city water and abandon the private well within one year.

While the property should have been made in compliance in 2004, and that the past property owner should have informed Mr. Krebs of the compliance issue, Mr. Krebs has contacted city staff to see if a variance could be created to this law. Upon review with City Attorney Prust, it was determined that there are no grounds for a variance as it does not fit the parameters necessary.

The issue has spurred investigation into other such properties that might not be in compliance. If any are found, they will be sent the same letter that Mr. Krebs was sent. How many will be effected has not yet been determined.

**Fiscal Impact:** The purpose of the code is to make sure utility service areas are not spotty throughout the community but serving everyone in this area. The fiscal impact on the city is the loss of revenue within the water department.

**Mayor's Recommendation:** The Mayor is recommending that the time table to comply with the city code be extended for Mr. Krebs to five years to tie into the water main and to abandon the private well with a deadline of January 1, 2022.

Prepared by: Steve Volkert

Steve Volkert, City Administrator

01/05/2017

Date

Approved by: Tim Michalak

Tim Michalak, Mayor

01/05/2017

Date



— *City of Hartford* —

June 24, 2016

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

[www.ci.hartford.wi.us](http://www.ci.hartford.wi.us)

KVARA PROPERTY  
MANAGEMENT LLC  
4933 Wildlife Rd, Unit 2  
Hartford, WI 53027

COPIES

**RE: Water Service Connection**  
**2770 E Sumner Street, City of Hartford**  
**(Tax Key No. 36-2402-001-001)**

Dear Mr. Krebs:

The property you recently purchased from the Brunner family was connected to the sanitary sewer system in the City of Hartford prior to annexation under Sewer Service Agreement. On November 28, 2000 the property was annexed into the City.

When setting up the utility accounts after your purchase of the property, it was noted that this property is still not connected to the City's water system. The City of Hartford's Municipal Code requires that property owners connect to the City's water main system within one year of installation of the public water main facilities adjacent to your property. The water main adjacent to E Sumner Street and Kettle Moraine Road was installed in 2003 with the Gateway Estates Subdivision.

You are hereby given notice that you must complete the installation of a water lateral to connect the property at 2770 E Sumner Street (Tax Key # 36-2402-001-001) to the City of Hartford's water main system within one (1) year from the date of this letter. Please obtain the necessary plumbing permits from the Building Inspection Office and water tap permit from the Engineering Department prior to connecting to the city's water main system. You also must abandon the private well following Municipal Code, Section 24.08.

If you have any questions concerning the water main system connection, please call the City Engineering Department at (262) 673-8263 or any questions concerning the Building Inspection permits, please call (262) 673-8277.

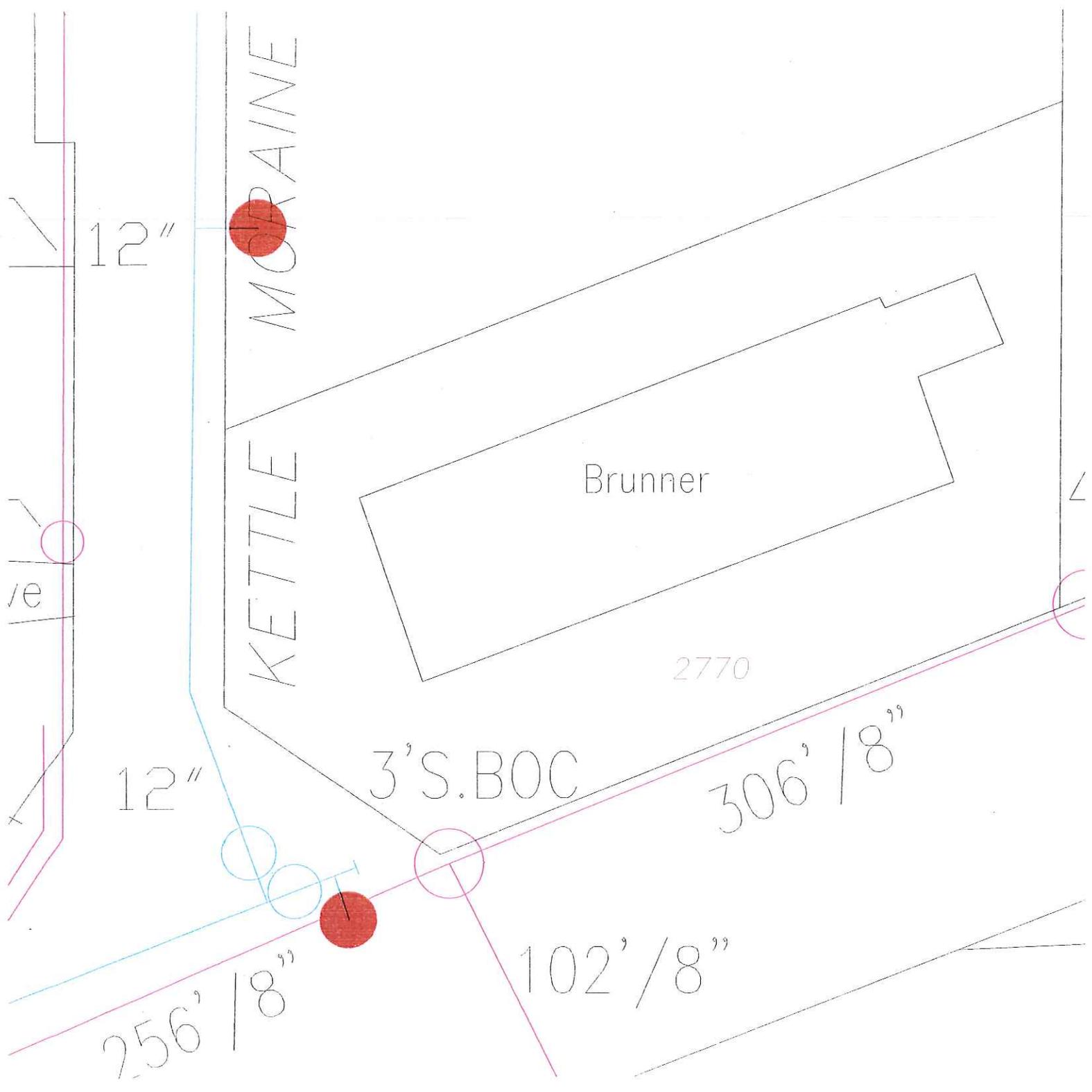
Sincerely,

CITY OF HARTFORD

Brian Rhodes  
Utility Director

BR:sr

cc: Ian Prust, City Attorney  
Jason Schall, City Engineer  
Justin Drew, City Planner & Bldg. Inspection  
Steve Volkert, City Administrator



## CHAPTER 24 WATER SERVICE

**24.01 WATER UTILITY.** (1) Management and Control. The general control and supervision of the water utility shall be vested in the Common Council, acting as the Board of Public Works, who shall have the powers and perform the functions of public utility commission as prescribed by the Wisconsin Statutes.

(2) Director. The Utility Director shall have charge and management of the public water utility, subject to the supervision and direction of the Common Council.

(3) Rates and Regulations. The Common Council, by resolutions, may establish rates and regulations under which the customers of the water utility shall be served, subject to the control of the Public Service Commission ("PSC") as provided by the Wisconsin Statutes.

**24.02 WATER MAINS AND LATERALS.** (1) Cost of Water Mains. The cost of construction of new water mains may be assessed to adjoining property owners pursuant to Section 7.23 of the Code.

(2) Cut-Off Valves. The installation of the water meter shall provide for two cut-off valves with one being located on either side of the meter.

(3) Water Meter. Prior to providing water service to any new residence, a water reading meter shall be installed.

(4) Tracer Wire. Any person who installs a non-conductive water or service lateral after January 1, 2008 shall also be required to install a locating/tracer wire for marking the water main or service lateral. The trace wire shall be a twelve (12) gauge solid copper electrical wire with light blue PVC coating with 30-mil minimum polyethylene jacket designed specifically for buried use and treated for wet locations. The copper wire shall extend along the entire length of the pipe in a continuous fashion with access points at 300 feet maximum. The trace wire shall be placed directly above the water main and service lateral and taped every ten feet. Splices will only be allowed if they are made under the direction of the on-site inspector. Any splices below grade shall be water-tight. The trace wire shall be brought to the surface behind each fire hydrant and valve stop box and brought through each valve manhole. Trace wire shall be encased in 1-inch PVC conduit at the rear of hydrant with removable cap. The trace wire shall begin at the valve (stop) box and inside the customer's home when installing service laterals.

**24.03 TAPS OF WATER MAINS.** (1) Charges for Water Taps. The uniform charges for connecting water taps to the water main shall be as established by the PSC.

(2) Water Taps and Service Pipes. (a) A 4-inch main shall receive no single tap larger than 3/4-inch; a 6-inch main shall receive no single tap larger than 1-1/4-inch; no tap larger than one-inch shall be inserted in any main unless authorized by the Utility Director. Where larger connections are desired, two or more small taps shall be used. All taps shall be at least 18 inches apart and no main shall be tapped nearer to the joint than 6 inches.

(b) All service pipe laid from the building to the curb shut off must be at least six feet below the finished surface of the street after the street is brought to grade and may be laid in the sewer trench if properly shelved to one side of the trench.

(c) All pipes used in plumbing shall conform to the requirements of COMM 84.

(d) Services larger than two inches must be constructed of ductile iron pipe of a quality that will meet the specifications of the American Water Works Association.

**24.04 CONNECTING WITH MAINS PROHIBITED.** No person shall lay any water service pipe or shall make any attachment to any old pipe or fixture which has been shut off by the water utility, or make any new connection to the main or pipes without the written permission from the water utility.

**24.05 TAMPERING WITH HYDRANTS.** No unauthorized person shall open any hydrant or hydrant stop or in any manner tamper, molest or interfere with the works, pipe, hydrants or property of the water utility of the City.

**24.06 CONNECTIONS.** (1) Required Connections. To assure preservation of public health, welfare and safety, the owner of any house, building or property used for human occupancy, employment, recreation or other habitation, situated within the City and adjacent to a water main, or in a block through which a water main extends, is hereby required at his expense to install a lateral and to connect such facilities to the structural plumbing in accordance with the provisions of this Ordinance within 12 months after the public water main first becomes operational, or if an immediate health hazard exists, within 10 days, upon receipt of notice from the City Health Officer or the City Building Inspector.

(2) If a person fails to comply with said notice to connect within the given period of time, the City may cause such connection to be made and bill the property owner for such costs. If such costs are not paid within 30 days, such costs shall be assessed as a special tax lien against the property, unless the owner within 30 days after completion of the work, files a sworn affidavit with the City Clerk stating that he cannot pay such amount in one sum and asking that it be levied in not to exceed five equal annual installments, and the amount shall be so collected with interest at a rate which is sufficient to recover the City's cost of borrowed funds or interest lost plus one percentage point per annum from the completion of the work, the unpaid balance to be a special tax lien.

**24.07 EXTRATERRITORIAL SERVICE.** (1) It is the intent of the City of Hartford that in limited circumstances Municipal Water Service may be provided to any existing singular or collective water user outside of the corporate limits of the City. Service may be extended at the discretion of the Council provided the following applies:

- a. No new water main will be constructed by the City unless it is to service a Municipal well or loop existing water service, except as provided in "c" below.
- b. Water pressure is adequate on the line without the use of additional equipment to increase pressure.
- c. Hydrant availability is acceptable to the City.
- d. No new equipment is required to provide water service.
- e. The property owner agrees to abandon any wells existing on the property to be served.

**MISCELLANEOUS**

**COMMITTEE**

**REPORTS**

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

PRESENT: Chairperson Rusniak, Members Wintringer, Meyer, Jewell

ALSO PRESENT: City Administrator Volkert, City Clerk Hetzel, Police Chief Groves

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 Jewell, and seconded by Alderperson Meyer recommending to the Common Council the following licenses: (bartender) Jasmine Bowers, Noelle Hetzel. MOTION CARRIED.

Carry-Forward Unexpended Funds – The Parks Department is requesting two 2016 project carry-forwards; \$10,000 for the Sawyer Park parking lot and \$7,341.17 for a possible second portable ice rink kit.

MOTION by Alderperson Meyer, and seconded by Alderperson Wintringer recommending to the Common Council the carry-forward of \$17,341.47 for the two Parks Department projects. MOTION CARRIED.

Patrol Officer Vacancy – The Police Department anticipates being one Patrol Officer short of the authorized staffing levels as the result of a retirement and two promotions effective on March 4, 2017. The department does not have a current eligibility list for Patrol Officer. Authorization is being sought to establish an eligibility list and fill the anticipated Patrol Officer vacancy.

MOTION by Alderperson Wintringer, and seconded by Alderperson Jewell authorizing appropriate City officials to establish an eligibility list and fill the anticipated Patrol Officer vacancy from that list on or after March 4, 2017. MOTION CARRIED.

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

Respectfully submitted,  
Lori Hetzel, City Clerk

LH:pb

FPDEC13.16

Compiled by Pat Borlen, Deputy Clerk

# JACK RUSSELL MEMORIAL LIBRARY BOARD

## REGULAR MEETING – NOVEMBER 9, 2016

This regularly scheduled meeting of the Jack Russell Memorial Library Board was called to order by President Purman at 4:00 PM in the Common Council Chambers. Those present were: President Shari Purman, Alderperson Barry Wintringer, Dr. Mark Smits, Mr. Gary Morgenstern, Mr. Eugene O'Brien, Ms. Marilee Fuss and Director Jennifer Einwalter. Ms. Lauri Hilger and Mr. Mark Chappel were absent.

### CALL MEETING TO ORDER

### UNANIMOUS CONSENT AGENDA

The following items were on the unanimous consent agenda for the Board's review and approval:

1. Approval of the minutes for the October 12, 2016 meeting.
2. Approval of the Bookkeeper's report comparing budgeted versus actual numbers for October 2016.
3. Approval of the monthly bills for October 2016.
4. Approval of the Jack Russell Memorial Library Usage and Services Report for October 2016.
5. Approval of the Youth Services report for October 2016.

A motion was made by Mr. Morgenstern and seconded by Ms. Fuss to approve the unanimous consent agenda items as presented. The motion passed.

### PUBLIC COMMENT PERIOD/APPEARANCES

There weren't any appearances at today's meeting.

### CORRESPONDENCE

There wasn't any correspondence for today's meeting.

### OLD BUSINESS

#### Washington County/Mid-Wisconsin Federated Library System Operating Updates.

Director Einwalter reported that the work on the merger continues including mapping the collection and database clean-up. Testing the data on the combined system is taking place this week. Ann Schmirler is Hartford's point person for training the staff. It has been confirmed that Hartford's RFID setup will work with Polaris. Director Einwalter has been elected to the All Director's Council. Michael Gelhausen, MWFLS Interim Director will continue to work through February 2017 to make sure the libraries annual reports are finished and filed. The MWFLS furnishings have been moved to the ESLS headquarters. The MWFLS Public Information Designer will be printing out information sheets to provide for the public including closing dates for libraries. Director Einwalter will put Hartford's closing dates in the Booster and the Library's website. The combined system will be testing delivery routes and estimated times for arrival at the libraries; storage space will be rented in West Bend to set up a delivery hub. Director Einwalter also reported that the combined catalog will be called the Monarch Catalog.

Director Einwalter reported that the Washington County Library Board is happy with the progress of the merger.

#### Friends of the Library Update.

Director Einwalter stated the Friend's reported making over \$2,000 from their book and basket sale as a cash and carry event. 95 people attended the "Great Lakes Ghosts" program on October 26. "Churchill: Man of the Century" will be presented this evening at 7 PM. Director Einwalter also reported that the Friends are working on a strategic plan for the future.

#### 2017 Budget – Discussion and Possible Action

Director Einwalter stated the Common Council will be holding a public hearing on the 2017 budget on Tuesday, November 29. President Purman asked if there were any comments or questions about the Library's 2017 budget. Mr. O'Brien questioned the jump in labor costs between 2015, 2016 and 2017. Director Einwalter explained that maintenance person will be taking out a family insurance plan for 2017 accounting for most of the increase between 2016 and 2017. She will check into the difference between 2015 and 2016. Mr. O'Brien also questioned the yearly transfer of \$25,000 to G.O. bonds. Director Einwalter responded that this is the Library's debt retirement obligation for the new building. Mr. O'Brien also asked about the Library's personnel flow chart and the need for a third person to be the contact person after the Assistant Director/Youth Librarian. Director Einwalter said this could be a future change.

There being no further discussion, President Purman asked for a vote to approve the Library's 2017 budget. Mr. O'Brien made the motion to approve the Library's 2017 budget as presented by Director Einwalter, it was seconded by Mr. Morgenstern and unanimously approved.

## NEW BUSINESS

### Flag Pole Replacement – Discussion and Possible Action

As reported at a previous meeting by Director Einwalter, the Library's flagpole carrying the Wisconsin flag was hit by a vehicle and damaged August 15. Mike Hermann, Parks and Recreation Director has been working with the individual's insurance company and a check for \$3,106.14 was received, however the cost to replace the custom pole has been estimated at \$5,000. Mr. Hermann continues to be in contact with the insurance company over the difference. Director Einwalter proposed options if the money is not received including flying the Wisconsin flag with the POW flag on the same pole, using \$1,500 from the Trust Fund to replace the pole or asking for the Veteran's Association for a contribution towards the replacement. Director Einwalter would like to also replace the pulley systems in the poles with an easier to operate option. Dr. Smits responded that the pole should be replaced with a pole that matches the remaining two and that the individual's insurance company should be required to pay the full replacement cost or bill the individual for the difference. After discussion, it was decided to go back to the insurance company and negotiate the remaining balance.

### Monarch Library System Membership Agreement – Discussion and Possible Action

Director Einwalter discussed the statutory requirements of the Monarch Library System agreement and also what is required of the Library to be a member; the general agreement, the definitions points of the agreement, member responsibilities, the Library System responsibilities, the member Library committee responsibilities, termination of membership by the Library, termination of membership by the System and appendixes A-D. Mr. O'Brien stated the sub-committee of the Joint Merger Committee has reviewed the agreement and has made a recommendation to the full committee to accept it.

After discussion a motion was made by Dr. Smits to accept the Monarch Library System Membership Agreement. It was seconded by Mr. O'Brien and passed unanimously.

### Monarch Library System Integrated Library System Membership Agreement – Discussion and Possible Action

Director Einwalter explained the shared Integrated Library System (ILS) membership to the Board and its relation to the previous discussion of the Monarch Library System Membership Agreement.

Ms. Fuss made a motion to approve the Monarch Library System Integrated Library System Membership Agreement. It was seconded by Mr. O'Brien and passed unanimously.

### Review of Trustee Essential Two – Who Runs the Library? – Discussion Only

Director Einwalter briefly went over chapter 2 of the Wisconsin Public Library Trustee handbook explaining the responsibilities of the Board, the Director and municipal government.

### Library Director Report – Discussion Only.

- Director Einwalter introduced Jessica Kuderer as Interim Children's Librarian. Ms. Kuderer thanked the Board for the opportunity in this position. Ms. Kuderer stated that the fall Children's programs have been extended into December with Santa coming on Wednesday, December 14. The Children's department has started a guess bucket that will change seasonally. It currently has fall leaves. They are also shifting books to make the collection more accessible and also clearing up records in cataloging before the merger.
- Director Einwalter included a new report in the packet on wireless uses as recorded by the six Meraki wireless access points installed in the Library. As of October 2,661 clients have used wireless devices.
- Director Einwalter reminded the Board that the new sound system in the Community Room will be installed on November 21 and 22.
- Director Einwalter reported that the new microfilm scanner donated by e-Image Data Corporation has been installed.
- Director Einwalter also reported the new Lego and train tables will be arriving in November and set up in Children's paid for utilizing the Park Foundation Grant.
- Director Einwalter has been in contact with Mr. Bruce Smith from WILS on developing the Library's strategic plan in 2017 and Mr. Smith is asking for the formation of a committee of seven to ten people to work on this project for about six months.
- Director Einwalter is also working on a timeline for the strategic plan to begin after the Library's annual report has been filed.
- Director Einwalter stated the interview process to fill the Assistant Director/Youth Services position will begin next week.

## UPCOMING MEETING DATES

Regular Meeting – December 14, 2016 – Common Council Chambers – 4:00 PM.

## ADJOURNMENT

Ms. Fuss made the motion to adjourn this meeting of the Library Board at 4:48 PM. The motion was seconded by Mr. Morgenstern and passed.

Respectfully submitted,  
Diane Hegy  
Secretary/Bookkeeper  
Hartford Public Library

# JACK RUSSELL MEMORIAL LIBRARY BOARD

## REGULAR MEETING – DECEMBER 14, 2016

This regularly scheduled meeting of the Jack Russell Memorial Library Board was called to order by President Purman at 4:01 PM in the Common Council Chambers. Those present were: President Shari Purman, Alderperson Barry Wintringer, Ms. Lauri Hilger, Dr. Mark Smits, Mr. Gary Morgenstern, Mr. Eugene O'Brien, Ms. Marilee Fuss, Director Jennifer Einwalter and Interim Youth Services Librarian Jessica Kuderer. Mr. Mark Chappel was absent.

### CALL MEETING TO ORDER

### UNANIMOUS CONSENT AGENDA

The following items were on the unanimous consent agenda for the Board's review and approval:

1. Approval of the minutes for the November 9, 2016 meeting.
2. Approval of the Bookkeeper's report comparing budgeted versus actual numbers for November 2016.
3. Approval of the monthly bills for November 2016.
4. Approval of the Jack Russell Memorial Library Usage and Services Report for November 2016.
5. Approval of the Youth Services monthly program report for November 2016.

A motion was made by Ms. Fuss and seconded by Mr. Morgenstern to approve the unanimous consent agenda items as presented. The motion passed.

### PUBLIC COMMENT PERIOD/APPEARANCES

There weren't any appearances at today's meeting.

### CORRESPONDENCE

1. Thank you letter to e-Image for the contribution of ScanPro 220 Plus microfilm reader.
2. Thank you letter to Neil E. Park Family Foundation for contribution.

### OLD BUSINESS

#### Washington County/Mid-Wisconsin Federated Library System Operating Updates – Discussion Only.

Director Einwalter reported that the Library has been working in off-line mode since December 9 as the next stage of the merger takes place. The Library will be closed to the public Thursday, December 15 until 1 PM on Friday, December 16. All of the Washington County libraries will be closed as well. On Thursday, training on Polaris will take place during this time as well as learning how to use various equipment and technology. Director Einwalter has also scheduled safety/emergency training on Thursday afternoon. Director Einwalter reported that the RFID conveyor system and self-checkouts should be operational with Polaris. The trio catalog has been replaced on the website with the new Monarch catalog. There are items in the catalog that will need to be fixed. Director Einwalter stated that the MWFLS office is mostly closed out. They have been in existence since 1987.

#### Friends of the Library Update.

Ms. Hilger reported that the December 7 Pearl Harbor program had 70 people in attendance. The Clutter Coach will be the next program on Wednesday, January 18 and a program on quilt history presented by the History Room will be the February 15 program.

### NEW BUSINESS

#### Introduction of new Assistant Director/Youth Services Librarian

Director Einwalter is pleased to announce that Ms. Jessica Kuderer has accepted the offer to become the new Assistant Director/Youth Services Librarian. Ms. Kuderer thanked the Board for offering her the position. She will be finishing her library degree in December. She is a Hartford native and began working at the Library as a page in Children's when she was 18.

#### Community Room Seating and Standing Capacity Based on Fire Code

Director Einwalter reported that due to 96 people attending the Friend's Churchill program the Community Room was very crowded and there was an altercation with a person who became very upset over his personal safety. This person did forward his complaint to the Hartford Fire Department but did not leave his name or phone number and they could not follow up with him. After contacting Fire Chief Stephans and checking on the fire code he stated that a formula utilizing the square footage of the room and egress points is used to figure out the legal capacity of an area. He estimated the seating capacity of the Community Room to be 100 people and the standing room at 150 people as marked on the outside of the room. Follow-up with City of Hartford Safety Officer Ann Fry-Eickstedt provided additional information that the portable chairs must be set up in rows with a center aisle and cannot block the exits. Mixed use of the room (standing and seating) is not recommended as there are too many variables to be able to figure out the legal capacity. City Administrator, Steve Volgert was in attendance and stated that over capacity of the room will not happen, it is a violation and mixed use of the room will not be allowed. Director Einwalter stated that the capacity of 150 listed on the outside of the Community Room needs to

be changed to 150 standing room only capacity and 100 sitting room only capacity to make it clear to anyone using the room. Director Einwalter will have the meeting room policy on January's agenda with the updated information.

#### Library Director Report – Discussion Only.

- Director Einwalter reported the sound system has been installed by Metro Sound and Video and that a clicker to stop and start the projector will need to be purchased.
- Director Einwalter also reported that the train table and the Lego table have been delivered and set up.
- The Building Maintenance staff have been working on installing the drinking fountain on the second floor as well as extending the railing on the back patio.
- Director Einwalter reported that while the Library is operating in off-line mode with the merger, staff have been shifting CD shelving and materials to make better use of the floor space.
- Jessica Kuderer reported that the Library's holiday party is going on right now with Santa making an appearance, Arthur the Reindog is visiting with the children and crafts and a holiday movie are showing as well.
- The Children's staff has also been using the off-line time to shift materials, redo the paperbacks and move the Children's magazine section.
- Director Einwalter stated that Central Middle School will be instituting a Junior Honor Society and the Library will be working with the school to set up a volunteer program for members service hours requirement.
- Director Einwalter reported that the Library's two summer students will be returning for 2017.
- Director Einwalter reported that the zigzag piece of furniture from Children's has been recovered in a dark blue material.
- Director Einwalter stated that the TV screens are now working properly.
- Director Einwalter stated that with Ms. Kuderer's acceptance of the Assistant Director/Youth Services Librarian position, there is an open part-time library aide position that will be filled in January.
- Director Einwalter has been in contact with Bruce Smith from WiLS regarding the Library's strategic plan and the need for the formation of a committee to work on the project for about six months.

#### **UPCOMING MEETING DATES**

Regular Meeting – January 11, 2017 – Common Council Chambers – 4:00 PM.

#### **ADJOURNMENT**

Mr. Morgenstern made the motion to adjourn this meeting of the Library Board at 4:34 PM. The motion was seconded by Ms. Hilger and passed.

Respectfully submitted,  
Diane Hegy  
Secretary/Bookkeeper  
Hartford Public Library

DH/MINUTES

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

CITY OF HARTFORD  
MONTHLY TREASURER'S REPORT  
NOVEMBER 2016

**City Bank And Investment Accounts**

Bank Accounts:

First National Bank

Concentration Account	Acct# 12555901	Average Monthly Balance \$1,158,939
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First Bank Financial Centre

DOD Rehab Loan Fund Acct	Acct# 55001017	Average Monthly Balance \$394,425
--------------------------	----------------	-----------------------------------

Landmark Credit Union

DOD Comm Revit Loan Fund Acct	Acct# 0131028243	Average Monthly Balance \$519,401
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Investments:

Local Government Investment Pool	Current Balance \$9,253,598
----------------------------------	-----------------------------

Dana Investment Services (U.S. Government Agency Investments)	Current Balance \$10,924,295
---	------------------------------

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

Respectfully submitted,



Dawn Timm  
Finance Director/Treasurer

Jack Russell Memorial Library  
 Monthly Library Usage and Services Report

II.C

November 2016		2016	2015	% Change
Number of days open		25	24	
<b>Checkout by Municipality</b>				
Number of items checked out - Month		17,735	16,155	9.8%
Number of items checked out Year to Date		206,662	205,458	.59
Checkouts - City of Hartford		9,182	8,153	12.6%
City of Hartford - Aldermanic District #1		3,448	3,130	10.0%
City of Hartford - Aldermanic District #2		2,644	2,672	-1.0%
City of Hartford - Aldermanic District #3		3,090	2,618	18.0%
Washington County-Residents		1,389	1,434	-3.0%
Washington County - Non-Residents		4,498	4,138	9.0%
Dodge County-Residents		922	766	20
Dodge County- Non-Residents		1,439	1,393	3.0%
All other Municipalities		213	271	13.0%
<b>Checkout by Type of Material</b>				
Adult		8,183	7,716	6.0%
Children		8,866	7,788	14.0%
Young Adult		686	684	0.3%
<b>Busiest Days</b>				
<b>November 2016</b> Mon. 11/21 - 934 ckouts Wed. 11/23 - 914 ckouts Mon. 11/14 - 877 ckouts		<b>November 2015</b> Mon. 11/23 - 864 ckouts Mon. 11/9 - 843 ckouts Wed. 11/18 - 833 ckouts		
<b>Busiest Hours</b>				
<b>November 2016</b> 11am-Noon - 2,206 ckouts 4pm-5pm - 2,189 ckouts 3pm-4pm - 2,009 ckouts		<b>November 2015</b> 11am-Noon - 2,115 ckouts 1pm-2pm - 1,901 ckouts 4pm-5pm - 1,814 ckouts		
<b>Items requested thru the Trio Catalog</b>				
Requested by Hartford Customers (month)		1,966	2,082	-6.0%
Requested by trio members (month)		2,385	2,201	8.4%
<b>Other Library Services Information</b>				
Total Items Checked in		14,810	14,114	5.0%
Number of new cards issued		59	52	13.0%
Public Computer Logins		1,072	1,194	-10.0%
Wifi logins (started tracking October 1, 2016)		2,432	-	-
Reference Questions		917	803	14.0%
World Vital Records Database Logins		3	7	-57.0%
Pronunicator Logins		13	37	184.0%
AtoZ Databases		10	-	-
<b>Overdue Notifications</b>				
Notices mailed via USPS		273	214	28.0%
Notices sent via Email		190	100	90.0%
Email Reminder Notice Sent		1,139	1,387	18.0%
Certified Letters Sent via USPS		6	8	-25.0%
Sent to Police for Collection		1	4	-75.0%
<b>Overdrive</b>				
E-Book & E-Audio Downloads		1,258	1,435	-12.0%
<b>New Items Added to the Collection</b>				
Total for the month		497	722	-31.0%
Adult		435	337	-29.0%
Children		59	223	-74.0%
Young Adult		3	162	-98.0%
Volunteer Hours		135	125.00	8.0%
Meeting Room Usage		163	171	-5.0%
	Library Events	City Event	Friends Event	General Public
Community Room	23	3	1	13
Conference Room			1	11
Study Room 208			1	34
Study Room 209			7	35
Study Room 210			8	26
Total for Each Room	23	3	18	119

# Summary report for network 'Library Wireless': November 2016

reports-mailer@meraki.com

Thu 12/1/2016 2:17 AM

To: Jennifer Einwalter <jennifere@hartfordlibrary.org>;

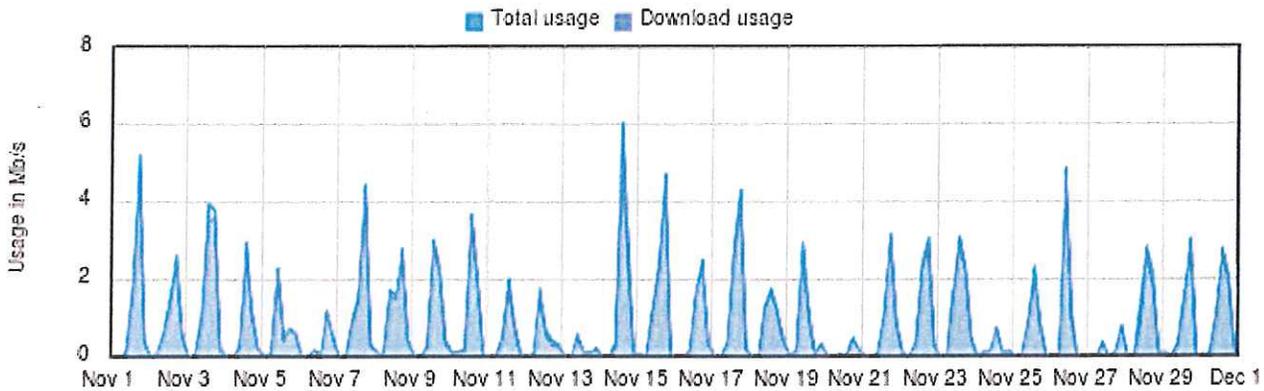
## City of Hartford

### Summary report for network 'Library Wireless' | November 2016



- **Distinct clients:** 887 (Daily average: 79)
- **Data transferred:** Total: 274.74 GB (↓ 251.89 GB ↑ 22.85 GB)

#### Usage



#### Top APs by usage

Name	Model	Usage ▼	# Clients
1 Reference Desk	MR42	131.37 GB	495
2 Conference Room	MR42	42.32 GB	403
3 Community Room	MR42	32.03 GB	461
4 Youth Area	MR42	25.04 GB	367
5 Office	MR42	22.33 GB	362
6 Children's Area	MR42	21.64 GB	344

#### Top AP models by per-device usage

Model	# APs	Usage	Avg usage per AP ▼
MR42	6	274.74 GB	45.79 GB

2,443  
total logins

#### Top SSID usage by usage

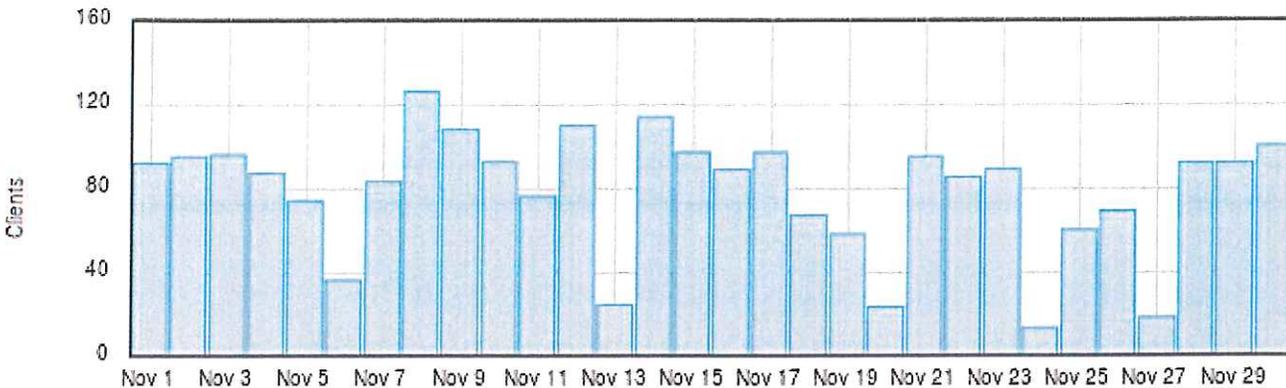
SSID	Encryption	# Clients	% Clients	Usage	% Usage
JRLGuest	WPA2	883	99.4%	274.30 GB	99.8%
Staff_JRL	WPA2	4	0.5%	413.9 MB	0.1%
Voice_JRL	WPA2	1	0.1%	33.0 MB	<0.1%

888  
unique devices

#### Top applications by usage

Application	Usage ▾	% Usage
1 YouTube	48.08 GB	17.5%
2 Miscellaneous secure web	47.58 GB	17.3%
3 Miscellaneous web	20.87 GB	7.6%
4 iTunes	20.26 GB	7.4%
5 CDNs	16.01 GB	5.8%
6 apple.com	16.01 GB	5.8%
7 microsoft.com	12.86 GB	4.7%
8 Facebook	12.75 GB	4.6%
9 Software updates	11.97 GB	4.4%
10 Miscellaneous video	10.10 GB	3.7%

**Clients per day**



**Top clients by usage**

Description	Manufacturer	Operating system	Usage ▾	% Usage
1 Kelley-Sebraneks-MacBook-Pro	Apple	Mac OS X	14.89 GB	5.4%
2 local-admins-MacBook-Air-2	Apple	Mac OS X	12.83 GB	4.7%
3 iPhone-2	Apple	iOS	12.21 GB	4.4%
4 LV08186	Intel	Windows 7/Vista	8.50 GB	3.1%
5 MIKE-PC	Intel	Windows	6.41 GB	2.3%
6 DAVESPC	Lite-On	Windows	5.54 GB	2.0%
7 Hannahs-MacBook-Pro	Apple	Mac OS X	4.73 GB	1.7%
8 jaclyns-iPhone	Apple	iOS	4.70 GB	1.7%
9 nathans	Apple	iOS	4.47 GB	1.6%
10 roberts-MacBook-Pro-2	Apple	Mac OS X	4.07 GB	1.5%

**Top operating systems by usage**

Operating system	# Clients ▾	% Clients	Usage	% Usage
1 iOS	366	41.3%	80.31 GB	29.2%
2 Mac OS X	38	4.3%	63.02 GB	22.9%
3 Windows	58	6.5%	49.02 GB	17.8%
4 Android	290	32.7%	45.22 GB	16.5%
5 Windows 7/Vista	92	10.4%	21.45 GB	7.8%
6 Windows 8	17	1.9%	12.07 GB	4.4%
7 Chrome OS	10	1.1%	2.25 GB	0.8%
8 Other	25	2.8%	1.18 GB	0.4%
9 Nexus	8	0.9%	192.9 MB	0.1%
10 OEMed wireless router	1	0.1%	18.0 MB	<0.1%

**Top client device manufacturers by usage**

	<b>Manufacturer</b>	<b># Clients</b> ▼	<b>% Clients</b>	<b>Usage</b>	<b>% Usage</b>
1	Apple	401	45.2%	143.33 GB	52.2%
2	Intel	68	7.7%	45.14 GB	16.4%
3	Hon Hai/Foxconn	70	7.9%	19.61 GB	7.1%
4	Lite-On	23	2.6%	14.03 GB	5.1%
5	Samsung(THAILAND)	53	6.0%	11.69 GB	4.3%
6	Samsung	54	6.1%	8.94 GB	3.3%
7	Murata Manufacturing	68	7.7%	8.93 GB	3.3%
8	LG Electronics (Mobile...	55	6.2%	5.92 GB	2.2%
9	Private	10	1.1%	2.92 GB	1.1%
10	Motorola Mobility LLC, a...	33	3.7%	2.84 GB	1.0%

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## MONTHLY STATISTICS – November 2016

Let's go LEGO! 11/01/16:  
6 children + 2 adults = 8  
(Theme: USA)

Homeschool Library Tour (11/10/16)  
10 children  
3 adults

Friday Afternoon Movie - Finding Dory (11/18/15) - 25

Wednesday Early Release Movie-Ice Age Collision Course (11/23/16)-22

Count How Many-Leaves (Passive):  
Guesses Submitted: 95

Count How Many-Beads (Passive):  
Guesses Submitted: 113

Teen Harry Potter Scavenger Hunt (ENDS DEC. 16):  
sheets taken during November: 85 (Passive)  
sheets returned during November: 35

Library LEGO Checkout Club (Passive):  
11/01/16-11/05/16 88 participants  
11/07/16 -11/12/16 -120 participants  
11/14/16 -11/19/16 - 116 participants  
11/21/16 -11/26/16 - 68 participants  
11/28/16-11/30/16 - 59 participants  
NOVEMBER TOTAL: 451 participants

Read to Arthur  
11/05/16 = 12 kids  
11/19/16 = 9 kids

Toddler Time:  
11/03/16 = 15 kids + 8 adults = 13  
11/10/16 = 28 kids + 11 adults = 39  
11/17/16 = 14 kids + 7 adults = 21 \*also handed out Page-to-Stage\*

Parachute Play:  
11/07/16 = 9 kids + 7 adults = 16  
11/21/16 = 0 kids + 0 adults = 0

Preschool Storytime:  
11/01/16 = 6 kids + 3 adults = 9  
11/02/16 = 10 kids + 6 adults = 15  
11/08/16 = 4 kids + 3 adults = 7  
11/09/16 = 12 kids + 5 adults = 17  
11/15/16 = 13 kids + 7 adults = 20 \*also handed out Page-to-Stage\*  
11/16/16 = 7 kids + 4 adults = 11 \*also handed out Page-to-Stage\*

11/22/16 = 7 kids + 3 adults = 10  
11/23/16 = 9 kids + 5 adults = 14  
11/29/16 = 7 kids + 6 adults = 13  
11/30/16 9 kids + 5 adults = 14

Page to Stage: A Christmas Carol  
11/19/16: 35 attendees

After School Program:  
11/02/16 - 25 kids  
11/09/16 - 19 kids  
11/16/16 - 20 kids  
11/30/16 - 25 kids

Movies for Grown-ups:  
Theeb (11/04/16) = 4  
Theeb (11/05/16) = 10  
Mustang (11/17/16) = 7  
Mustang (11/18/16) = 10

Friends Churchill Program (11/9/15) = 100

## MONTHLY DEPARTMENT REPORT DECEMBER 2016

DEPARTMENT: HARTFORD POLICE DEPARTMENT

### I.) MONTHLY STATISTICAL DATA

ACTIVITY MEASURE	2016	% OF 2015	2016 YTD TOTAL	% OF 2015	2015	2015 YTD TOTAL	3 YR AVG/ MONTH	% OF AVG MON	3 YR AVG/ YTD TOTAL	% OF AVG YTD
	CALLS FOR SERVICE (DECEMBER)	508	94%	6937	105%	543	6598	527	96%	6665
COMPLAINTS FILED (DECEMBER)	215	86%	2805	101%	249	2765	229	94%	2850	98%
WRITTEN WARNINGS (NOVEMBER)	167	93%	1704	90%	180	1893	160	104%	1820	94%
TRAFFIC CITATIONS (NOVEMBER)	83	75%	1202	78%	110	1541	121	69%	1820	66%
MUNICIPAL CITATIONS (NOVEMBER)	30	60%	494	95%	50	519	42	71%	535	92%
FIELD INTERVIEW CARDS (NOVEMBER)	2	67%	27	84%	3	32	4	50%	30	90%
ADULT ARRESTS (UCR DATA) (NOVEMBER)	24	67%	536	97%	36	554	43	56%	531	101%
JUVENILE ARRESTS (UCR DATA) (NOVEMBER)	15	83%	290	89%	18	327	15	100%	291	100%
SQUAD FLEET MILEAGE										
	DECEMBER 2016	% OF 2015	2016 YTD TOTAL	% OF 2015	DECEMBER 2015	2015 YTD TOTAL	3 YR AVG/ MONTH	% OF AVG MON	3 YR AVG/ YTD TOTAL	% OF AVG YTD
SQUAD 1 (PATROL)	2056	81%	23705	102%	2550	23159	1774	116%	21198	112%
SQUAD 2 (PATROL)	2605	119%	24791	95%	2195	26181	1966	133%	24844	100%
SQUAD 3 (PATROL)	2489	152%	26026	102%	1638	25469	2199	113%	23591	110%
SQUAD 4 (PATROL)	3231	100%	28288	84%	3222	33645	2469	131%	29904	95%
SQUAD 5 (PATROL)	1447	113%	22122	133%	1285	16673	1495	97%	19349	114%
SQUAD 6 (ADMIN/POLICE AIDES)	338	N/A	2786	N/A	247	2277	N/A	N/A	N/A	N/A
SQUAD 7 (PATROL/SPECIAL PURPOSE)	532	215%	9266	94%	248	9821	509	105%	7402	125%
SQUAD 8 (ADMIN)	121	15%	11085	91%	818	12137	959	13%	10980	101%
SQUAD 9 (PATROL/K-9)	1058	268%	11906	137%	395	8693	956	111%	14541	82%
TOTAL SQUAD MILEAGE	13877	110%	159975	101%	12598	158055	12327	113%	151809	105%
AVERAGE SQUAD MILEAGE	1542	110%	17775	101%	1400	17562	1541	100%	18976	94%

### 2.) CHIEF'S ACTIVITIES

- ◆ Attended 2017 Shop With A Cop Program at the Hartford WalMart.
- ◆ Attended a Hartford High School Information Gathering Session to assist with their assessment of the anticipated role of the district administrator.
- ◆ Attended and presented at the regularly scheduled meetings of the Finance and Personnel Committee and the Police and Fire Commission.
- ◆ Attended a Cub Scout meeting at St. Kilians Church to thank them for their contribution to the 2016 Shop With a Cop Program.
- ◆ Presented major Shop With a Cop Doners with appreciation plaques. **THANK YOU ALL AGAIN!**



### 3.) ACCOMPLISHED PROJECTS/TASKS/ACTIVITIES

- ◆ Hartford Police Department's Citizens Alumin Association Members performed a successful Critical Incident Logistical Support Drill in December. **WELL DONE!**
- ◆ P.O.'s Skelton and Kraemer were invited to the Ceremonial Lighting of the Municipal Christmas Tree.
- ◆ Department personnel completed a Defense and Arrest Tactics training refresher.
- ◆ Communications Officer and Police Aide recruitment processes continued.

- ◆ Special Thank You to Saint Augustine School and the many many others who dropped off special holiday treats in December. We all appreciate your generosity!



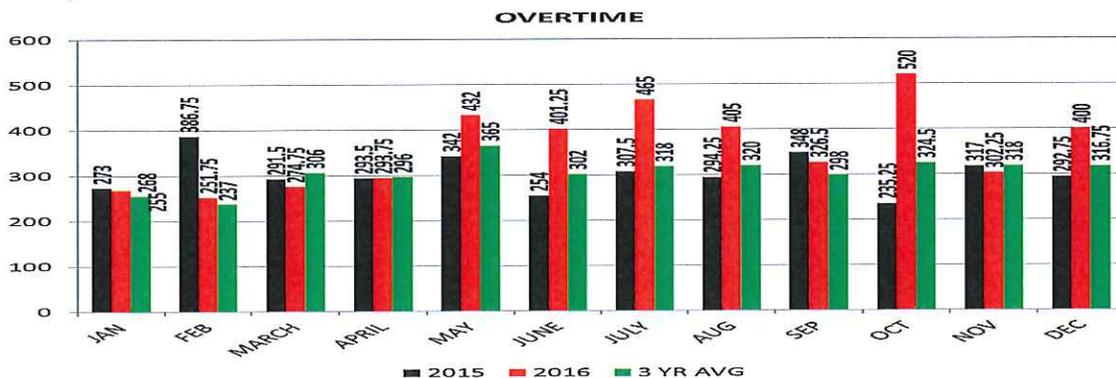
4.) **ANTICIPATED PROJECTS/TASKS/ACTIVITIES**

- ◆ Communications and Support Staff will be issued their new Class B uniform shirts in Community Proud - Hartford Oriole Black and Orange!
- ◆ Communications officer recruitment process will be completed.
- ◆ The 12 Hour Shift Trial Period will begin on January 1, 2017.

5.) **TRAINING**

- ◆ Officers Dorn and Cash completed required K-9 certification training
- ◆ Department MILO Training – Patrol/Investigative Staff
- ◆ Department Isolation Drill (Close Quarters Shoot) – Patrol/Investigative Staff
- ◆ Lieutenant MacFarlan, Sergeants Cummings, Deckert, Zywicki, and Hayes, Detective Thickens, and Officers Fassbender, Conrad, Wegner, Beine, Deibert, Krick, Whipple, and Dorn attended Intoximeter EC/IR Redertification Training at the Washington County Sheriffice Office
- ◆ Sergeant Zywicki and Officers Bagin, Skelton, and Albea attended FBI Alert Level 1
- ◆ Communications Officers Neus and Rector performed Patrol Ride-alongs
- ◆ EMD Illuminations (Overdose) – Walters and Jossart
- ◆ EMD Illuminations (Just Send Help) – Snyder and Neu

6.) **OVERTIME**



(Note: In December we remained functionally short of our authorized staffing levels in both the Patrol and Communications Divisions. We anticipate that as staffing continues to stabilize, overtime will follow suit.)

Respectfully Submitted,  
*David A. Groves*  
 Chief of Police

## STREET DEPARTMENT MONTHLY REPORT - DECEMBER 2016

<b>Advanced Disposal Services/Curbside Solid Waste Pickup:</b>		<b>Past Dec. Solid Waste</b>
263.38 Tons of solid waste for December 2016 (348.07 tons - November 2016)		2013 - 261.01 tons
		2014 - 308.13 tons
		2015 - 332.91 tons

<b>Advanced Disposal Services/Curbside Recycling Pickup:</b>		
Paper & Cardboard AND Commingles (Glass, Plastic & Cans) RECYCLING CART.....	95.75 Tons - December 2015 (99.25 Tons - Dec. 2015)	

<b>1. Normal department projects required to be accomplished EACH month:</b>		
- Pick up and chip brush curbside (1st full week)	- Patch and asphalt streets as needed	
- Repair & maintain equipment	- Sweep city streets per schedule	
- Repair & replace street signs as needed	- Pick up excessive garbage on Fridays	

<b>2. Special or specific projects/tasks/ activities accomplished during the month of DECEMBER:</b>		
- Crack fill/Joint Seal streets	- Meet with State re. STH 83 Reconstruction (Bumps)	
- Trimmed tree branches over streets	- Deliver & Repair Recycling & Garbage Carts	
- Cub Air Meeting with Mayor & Club	- Assist Advanced Disposal Service with Complaints	
- Rebuild/Repair Catch Basins & Outfalls	- Plow & Salt Streets as needed	
- Remove snow from downtown	- Inspect Sidewalks for snow removal & hang doorhangers	
- Meetings with State & City Officials/Airport	- Prepare 2017 Recycling & Garbage Brochures for Mailing	

<b>2. Special or specific projects/tasks/ activities accomplished during the NEXT MONTH:</b>		
- Maintenance of all City equipment	- Asphalt after Water Main Breaks	
- Cold patch streets where needed	- Plow & Salt Streets as needed	
- Assist Police Department with Accidents	- Chip Brush & Christmas Trees Curbside	
- Repair Catch Basins	- Continue trimming branches over streets	
- Replace/Repair/Straighten Street Signs	- Prepare list for Street Repairs/Asphalting in 2017	

<b>4. Training/Staff Development activities occurring during the month of DECEMBER:</b>		
<i>NONE</i>		

DATE	PURPOSE FOR OVERTIME	TIME AND ONE HALF	
12/4/2016	Plow Snow & Salt Streets	37.70	
12/5/2016	Remove Snow Downtown	21.40	
12/10/2016	Plow Snow & Salt Streets	14.90	
12/11/2016	Full Snow Plowing Operation All Day	103.70	
12/12/2016	Remove Snow from Parking Lots & Mains	7.00	
12/14/2016	Remove Snow Downtown	19.40	
12/16/2016	Plow Snow & Salt Streets	38.20	
12/17/2016	Plow Snow & Salt Streets All Day	95.70	
12/18/2016	Plow Snow & Salt Streets, Clean up	64.60	
12/19/2016	Plow Snow after Drifting/Parking Lot Cleanup	3.00	
12/20/2016	Remove Snow Downtown	29.00	
12/23/2016	Plow Snow	57.20	
	Plow Snow, Clear Parking Lots & Sidewalks	19.50	
	<b>TOTALS</b>	<b>511.30</b>	
<i>December 2015 Overtime Comparison Totals</i>		<i>123.70</i>	

# HARTFORD CITY TAXI TRANSPORTATION REPORT

MONTH/YEAR: October 2016

**TOTAL PASSENGERS:** 1652 **TOTAL MONTHLY REVENUE:** \$5,309.75

## PASSENGER INFORMATION

Senior: City: 626/12wc  
Out of Town: 0

Handicap: City: 161/11wc  
Out of Town: 0

Children: City: 3  
Out of Town: 0

Regulars: City: 817  
Out of Town: 22

Waits (Total Minutes): 170

Package Pickups: 7

Taxi Trips: 1568

Shared Rides: 759

Wheelchair Trips: 23

## HOURS INFORMATION

Loaded Hours/Minutes: 224.6

Deadhead Hours/Minutes: 254.9

**TOTAL HOURS/MINUTES:** 479.5

## FARE INFORMATION

Base Fares: \$5,159.00

Out of Town Fares: \$30.00

Wait Chgs: \$42.50

Package Pickup Chgs: \$42.00

No Show/COA Chgs: \$36.25

Taxi Tickets Sold: \$1,190.00

# of Sheets sold: 48

# of Taxi Tickets collected: 397

## MILEAGE INFORMATION

Loaded City Miles: 3710.9

Loaded Out of Town Miles: 4.5

Deadhead Miles: 966.0

**TOTAL MILES:** 4681.4

**TOTAL FUEL USED:** 335.435

## FLEET INFORMATION

Unit #1 - 2014 Dodge Caravan

Unit #4 - 2015 Dodge Caravan

Unit #7 - 2007 Chevy Uplander

Unit #9 - 2011 Dodge Caravan

# HARTFORD CITY TAXI TRANSPORTATION REPORT

MONTH/YEAR: November 2016

**TOTAL PASSENGERS:** 1486 **TOTAL MONTHLY REVENUE:** \$4,735.25

## PASSENGER INFORMATION

Senior: City: 588/18wc  
Out of Town: 3

Handicap: City: 116/13wc  
Out of Town: 0

Children: City: 2  
Out of Town: 0

Regulars: City: 731  
Out of Town: 15

Waits (Total Minutes): 204

Package Pickups: 2

Taxi Trips: 1424

Shared Rides: 633

Wheelchair Trips: 31

## HOURS INFORMATION

Loaded Hours/Minutes: 196.6

Deadhead Hours/Minutes: 254.7

**TOTAL HOURS/MINUTES:** 451.3

## FARE INFORMATION

Base Fares: \$4,600.75

Out of Town Fares: \$35.00

Wait Chgs: \$51.00

Package Pickup Chgs: \$12.00

No Show/COA Chgs: \$36.50

Taxi Tickets Sold: \$1,032.00

# of Sheets sold: 43

# of Taxi Tickets collected: 449

## MILEAGE INFORMATION

Loaded City Miles: 3362.8

Loaded Out of Town Miles: 12.1

Deadhead Miles: 1149.4

**TOTAL MILES:** 4524.3

**TOTAL FUEL USED:** 317.109

## FLEET INFORMATION

Unit #1 - 2014 Dodge Caravan

Unit #4 - 2015 Dodge Caravan

Unit #9 - 2011 Dodge Caravan

# MONTHLY DEPARTMENT REPORT

**DEPARTMENT: UTILITIES    COVERING THE MONTH OF: DECEMBER 2016**

## **REGULAR MONTHLY ACTIVITIES**

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

## **SPECIAL MONTHLY ACTIVITIES**

1. Line Extension – E.H. Wolf, Slinger
2. Line Extension – Autumn Ridge
3. Change CL2 Booster Pump – Well #12
4. Hoist Inspections

## **UPCOMING ACTIVITIES**

1. Line Extension – Hartford Square
2. Line Extension (Pull Cables & Set Equipment) – Autumn Ridge
3. Cross Connection Inspections
4. Well House Maintenance

## **TRAINING SESSIONS**

1. MEUW Safety Session C
2. Jar Testing (for Polymer) – Well #16

## **OVERTIME**

<u>PURPOSE FOR OVERTIME</u>	<u>HOURS</u>
Maintenance of Lines	8.5
Replace Pole Hit by Vehicle – Wheelock Ave.	23.1
Repair Pole Hit by Vehicle – State St. & Rural St.	2.0
Line Extension – E.H. Wolf	4.0
Charge to Key Logo – Scheduled Outage	4.6
Maintenance of Pumping Plant	6.6
Maintenance of Water Meter	0.5
Maintenance of Water Service	1.0
Well Run – Weekends & Holiday	22.0
<b>TOTAL</b>	<b>72.3</b>