

A G E N D A
CITY OF HARTFORD COMMON COUNCIL
CITY HALL COUNCIL CHAMBERS
TUESDAY, AUGUST 23, 2022
7:00 P. M.

1) CALL TO ORDER

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

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) UNANIMOUS CONSENT AGENDA

A) The Common Council minutes of August 16, 2022.

B) Accepting a quote from Safe Slide Restoration for the refinishing of the Veterans Memorial Aquatic Center slides for an amount not to exceed \$31,929. (Executive Summary attached)

5) COMMUNICATIONS

6) APPEARANCES/CITIZENS COMMENTS

A) Alexander Walters to appear for a transient merchant license for Polar Bear Express Ice Cream.

B) Wendi Unger from Baker Tilly to present the 2021 City of Hartford Financial Statements.

7) MAYOR'S REPORT

8) ALDERMANIC REQUESTS

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

9) STANDING COMMITTEE REPORTS

A) FINANCE & PERSONNEL

B) PUBLIC WORKS

C) UTILITY

10) RESOLUTIONS AND POSSIBLE ACTION THEREON

A) Resolution No. 3634 – A resolution approving the transfer of an 8,818 square foot parcel of land adjacent to 835 East Sumner Street to JJR Properties, LLC. (Executive Summary attached)

B) Resolution No. 3635 – A resolution approving the transfer of a 10,243 square foot parcel of land adjacent to 1147 East Sumner Street to JJR Properties, LLC. (Executive Summary attached)

C) Resolution No. 3636 – A resolution authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement. (Executive Summary attached)

11) ORDINANCES

A) FIRST READING AND POSSIBLE ACTION THEREON

1) Ordinance No. 1461 – An ordinance repealing and recreating Chapter 26 of the Municipal Code. (Executive Summary attached)

2) Ordinance No. 1462 – An ordinance repealing Chapter 21 of the Municipal Code. (Executive Summary attached)

3) Ordinance No. 1463 – An ordinance creating Section 7.115 – Maintenance of Right of Way. (Executive Summary attached)

B) SECOND READING AND POSSIBLE ACTION THEREON

12) CITY ADMINISTRATOR'S REPORT

A) Second quarter General Fund Results. (Executive Summary attached)

B) Appeal of Sex Offender Residency Exemption decision.

13) CLOSED SESSION

A) The Common Council to move into closed session under § 19.85 (1)(1a) "Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before the governmental body "relative to the request for exemption from sex offender residency restrictions. Common Council to reconvene in open session for possible action.

14) RETURN TO OPEN SESSION

A) Possible action on exemption from Sex Offender Residency Restrictions.

15) ADJOURNMENT

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

**CITY OF HARTFORD
COMMON COUNCIL
August 16, 2022**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, August 16, 2022 7:00 p.m., in the Common Council Chambers of Hartford City Hall, 109 North Main Street, Mayor Timothy Michalak presiding.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

UNANIMOUS CONSENT AGENDA

MOTION by Alderperson Hegy, seconded by Alderperson Carroll approving the following items:

1. The Common Council minutes of July 26, 2022.
2. Authorizing appropriate City officials to enter into a contract with Payne & Dolan, Inc., Jackson, for the 2022 Asphalt Pavement Program Base Bid at an estimated cost of \$93,138.00.

MOTION CARRIED UNANIMOUSLY.

MAYOR'S REPORT

Mayor Michalak stated all is well in the City of Hartford.

ALDERMANIC REQUESTS

Alderperson Hegy stated the Mid-Moraine Legislative Committee met on August 15th and the speaker was Judge Christine Ohlis. She was very complimentary about Hartford because court takes place in the Council Chambers and the audio-visual capabilities in the room are very beneficial to the court.

Alderperson Kohler mentioned that Festival Foods opened over the weekend and brought in increased traffic to the city. He also mentioned that there had been numerous comments online about traffic control on Highway 60 at the entrance near the new store, especially regarding possibly installing a traffic light at the intersection. He reminded everyone that Festival Foods can be accessed via traffic lights at Wilson Avenue and also via Highway K.

PUBLIC HEARINGS

A rezoning request for 1590 East Sumner Street

Mayor Michalak declared the public hearing open at 7:04 p.m. The notice of public hearing was published in the Daily News on 07/29/2022 and 08/05/2022 and 7 notices were sent. The notice was read by City Clerk Lori Hetzel.

City Administrator explained that this property has been home to a chiropractic office, salon and employee staffing business for many years. The building is being sold and the new owners would like to have the more appropriate zoning of B-4 Professional Office District. The current businesses will remain in the building after the sale. Staff recommended in favor of rezoning.

There were no appearances for or against.

There being no further remarks or discussion, Mayor Michalak declared the public hearing closed at 7:07 p.m.

MOTION by Alderperson Hegy, seconded by Alderperson Kohler to suspend the rules for immediate consideration of proposed Ordinance 1459.

MOTION CARRIED UNANIMOUSLY.

COMMON COUNCIL (08/16/2022)

MOTION by Alderperson Garza, seconded by Alderperson Sikora for the adoption of proposed Ordinance No. 1459 – An ordinance amending the zoning map, a part of Ordinance 278.

MOTION CARRIED UNANIMOUSLY.

ORDINANCES

First Reading and Possible Action Thereon

1. Ordinance No. 1460 – An ordinance amending Chapter 42 of the Municipal Code entitled Forfeitures, Fees and Charges.

- a. City Administrator Steve Volkert explained that fees, fines and forfeitures are reviewed on an annual basis at budget time to make sure they are reflective of the time involved with completing the tasks and are comparable to neighboring communities.

- b. Alderperson Rusniak advised that the Finance & Personnel committee discussed each item presented in the Executive Summaries and voted unanimously to approve.

MOTION by Alderperson Hegy, seconded by Alderperson Rusniak to suspend the rules for immediate consideration of proposed Ordinance No. 1460.

MOTION CARRIED UNANIMOUSLY.

MOTION by Alderperson Webb, seconded by Alderperson Turchi for the adoption of proposed Ordinance No. 1460 – An ordinance amending Chapter 42 of the Municipal Code entitled Forfeitures, Fees and Charges.

MOTION CARRIED UNANIMOUSLY.

CITY ADMINISTRATOR'S REPORT

1. Discussion and consideration of authorizing appropriate City officials to enter into an agreement with Brooks Tractor, Inc., Milwaukee, for the purchase of a new 2022 John Deere 325 G Compact Track Loader at a total cost not to exceed \$69,750.00.

- a. Public Works Director Darryl Kranz explained the cost of equipment is continuing to increase substantially, which is why the purchase of this machine has come in over what was originally budgeted. This particular machine will be used in relation to MS4 permitting, along with in combination with a rotary mower that will be used for the wet and dry ponds in the city. Public Works has been using a similar machine from the Electric Department, but sharing this piece of equipment is no longer feasible. Parks and Rec Department has use for this equipment as well. The additional money will be coming from the Storm Water budget and savings from a streetsweeper in the CIP budget. The lowest bid for this equipment was not recommended due to a potential safety issue.

MOTION by Alderperson Turchi, seconded by Alderperson Carroll authorizing appropriate City officials to enter into an agreement with Brooks Tractor, Inc., Milwaukee, for the purchase of a new 2022 John Deere 325 G Compact Track Loader at a total cost not to exceed \$69,750.00.

MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT

MOTION by Alderperson Sikora, seconded by Alderperson Carroll for adjournment at 7:15 p.m.

MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,
Lori Hetzel, City Clerk

CCAUG16.22

Executive Summary

Title: Recommendation to approve Safe Slide Restoration for the refinishing of the Veterans Memorial Aquatic Center slides.

Background: The 2022 Capital Improvement Program (CIP) budget included \$21,000 in approved City funding along with \$19,000 carryover from the 2021 Capital Improvement Program (CIP) budget for a total of \$40,000. This project is funded from the Veterans Memorial Aquatic Center (VMAC) Fund 496. 696. 596050. 59501

This work will repair any chips and deep scratches in the gelcoat of the fiberglass surface. Reseal seams with caulk. Clean, polish and wax the start tub and all open flume sections. This is necessary maintenance to maintain the integrity of the slides.

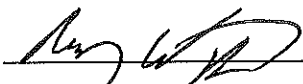
Proposals were obtained from Safe Slide Restoration, Farmington, MO and Fisher Bros. LLC, Chippewa Falls, WI.


Safe Slide Restoration	\$31,929.00
Farmington, MO	

Fisher Bros. LLC	\$47,800.00
Chippewa Falls, WI	

Staff Recommendation: Staff recommends accepting the quote from Safe Slide Restoration for their Option A of \$31,929.

Fiscal Impact: Refinishing both slides together instead of one at a time will save the city on the project. Going with Safe Slide Restoration will save us \$8,071 on the total project.

Prepared by:		<u>8-15-22</u>
	Randy Wojtaslak, Parks and Recreation Director	Date

Approved by:		<u>8-15-22</u>
	Steve Volkert, City Administrator	Date

Routing:

City Council

Executive Summary
Resolution No. 3634

Title: Discussion and Consideration of a Resolution recommending transfer of an 8,818 square foot parcel of land adjacent to 835 East Sumner Street to JJR Properties, LLC

Background: Prior to the City divesting of property, State Statutes require that the Common Council approve a resolution in support of the land transfer.

In April 2022, the City approved a resolution to vacate an 8,818 square foot portion of Right-of-Way (ROW) adjacent to 835 East Sumner Street. On August 8th, 2022 the Plan Commission approved the resolution to transfer the rationale supporting the ROW vacation is as follows:

South Wilson Avenue was originally dedicated with the intent of it eventually becoming STH 83, in order to reroute STH 83 out of the narrow downtown corridor. As a result, the South Wilson Avenue Right-of-Way adjacent to 835 East Sumner Street was dedicated to a width of 150 to 180 feet wide. This is substantially wider than all other arterial road ROW's in the City, and is wider than STH 60, which is a four lane divided street in many places. Instead of rerouting, STH 83 now terminates at the south end of STH 60. As a result, South Wilson Avenue will never be more than a local arterial street and the width of the South Wilson Avenue ROW is excessive for the needed street width, terrace and walkways. The area proposed to be vacated would leave the City with enough dedicated ROW for the functioning of South Wilson Avenue as a local arterial street.

JJR Properties, LLC is the owner of 835 East Sumner Street. In order to facilitate redevelopment of the property, they have requested that the City transfer the parcel to them. City Staff looked into how this area was originally acquired by the City. It was dedicated as part of land division process, and the City did not pay for the land. As a result, Staff recommends that the property be transferred to JJR Properties, LLC without payment to the City.

Recommendation: Planning Staff recommends approval of the Resolution recommending transfer of an 8,818 square foot parcel of land adjacent to 835 East Sumner Street to JJR Properties, LLC.

Prepared By: _____ Date _____
Justin Drew
City Planner

ROUTING:	PLAN COMMISSION	08/08/2022
	COMMON COUNCIL	08/23/2022

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE TRANSFER OF A 8,818 SQUARE FOOT PARCEL OF
LAND ADJACENT TO 835 EAST SUMNER STREET TO JJR POPERTIES, LLC**

BE IT RESOLVED by the Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, that the Certified Survey Map for the property described as, that part of Outlot 1 of Certified Survey Map 4738, recorded as Document No. 729024, being part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 10 North, Range 18 East, City of Hartford, County of Washington, State of Wisconsin, described as follows:

Beginning at the northwesterly most corner of said Outlot 1; thence north 64°17'56" east, 59.23 feet, along the northerly line of Outlot 1; thence south 14°02'40" east, 82.50 feet; thence south 24°04'14" east, 126.11 feet; thence north 86°41'20" west, 44.42 feet, to the west line of Outlot 1; thence north 25°44'23" west, 185.31 feet, along the west line of Lot 1 to the point of beginning, is hereby approved.

Signed:

Timothy C. Michalak, Mayor

INTRODUCED: August 23, 2022

ADOPTED: August 23, 2022

ATTEST: _____
Lori Hetzel, City Clerk

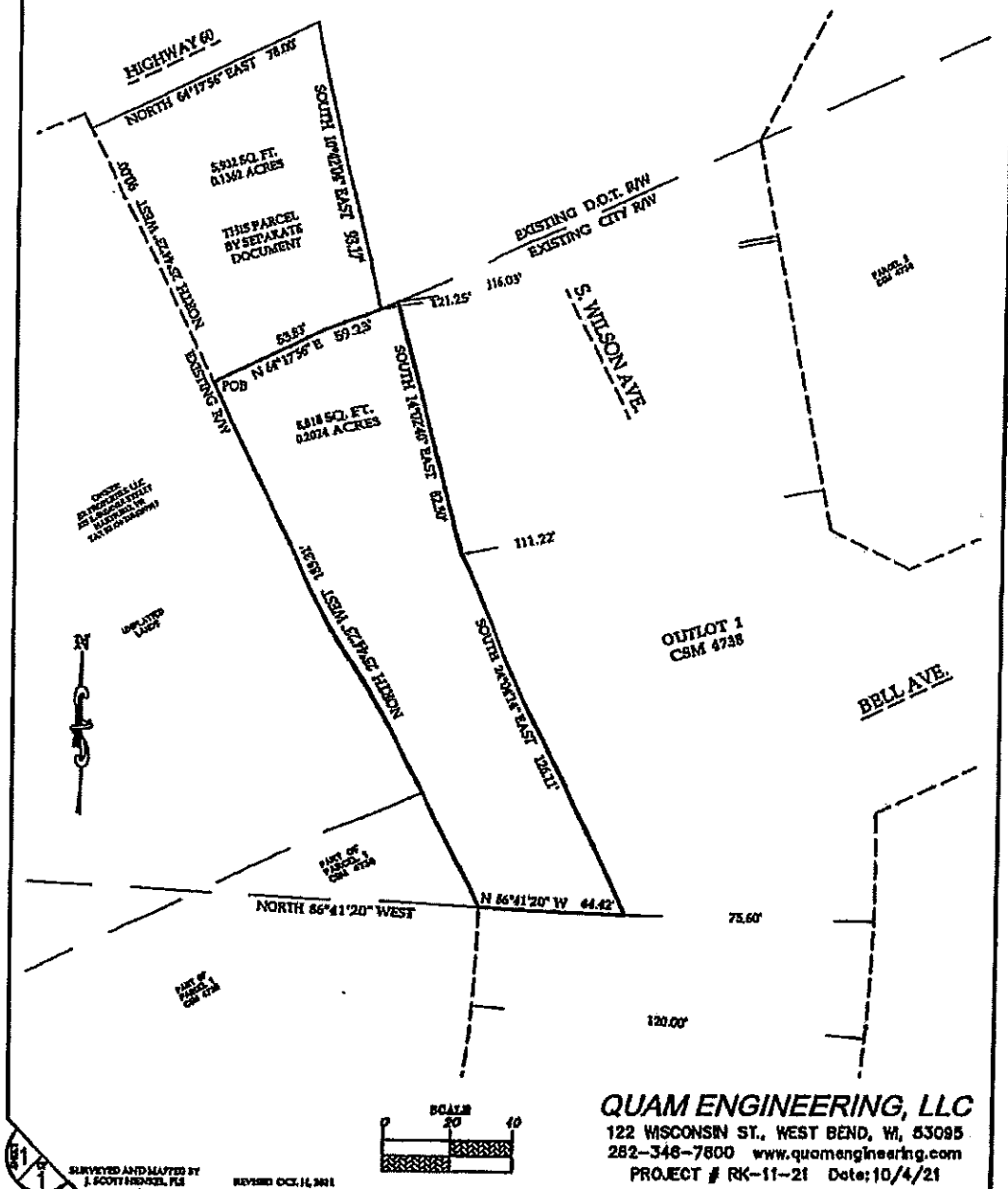
EXHIBIT A

LEGAL DESCRIPTION

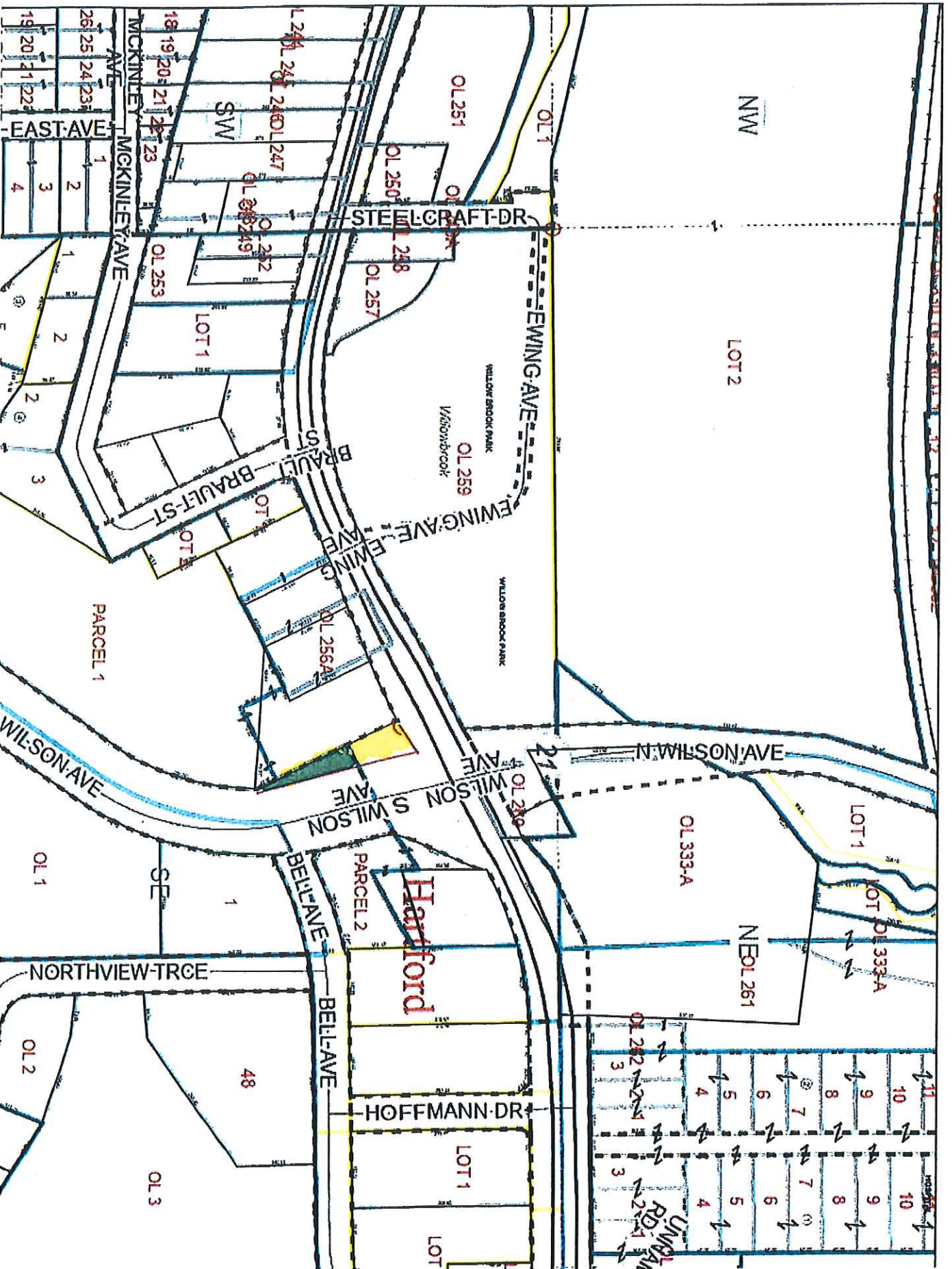
THAT PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP 4738, RECORDED AS DOCUMENT NO. 729024, BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, COUNTY OF WASHINGTON, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

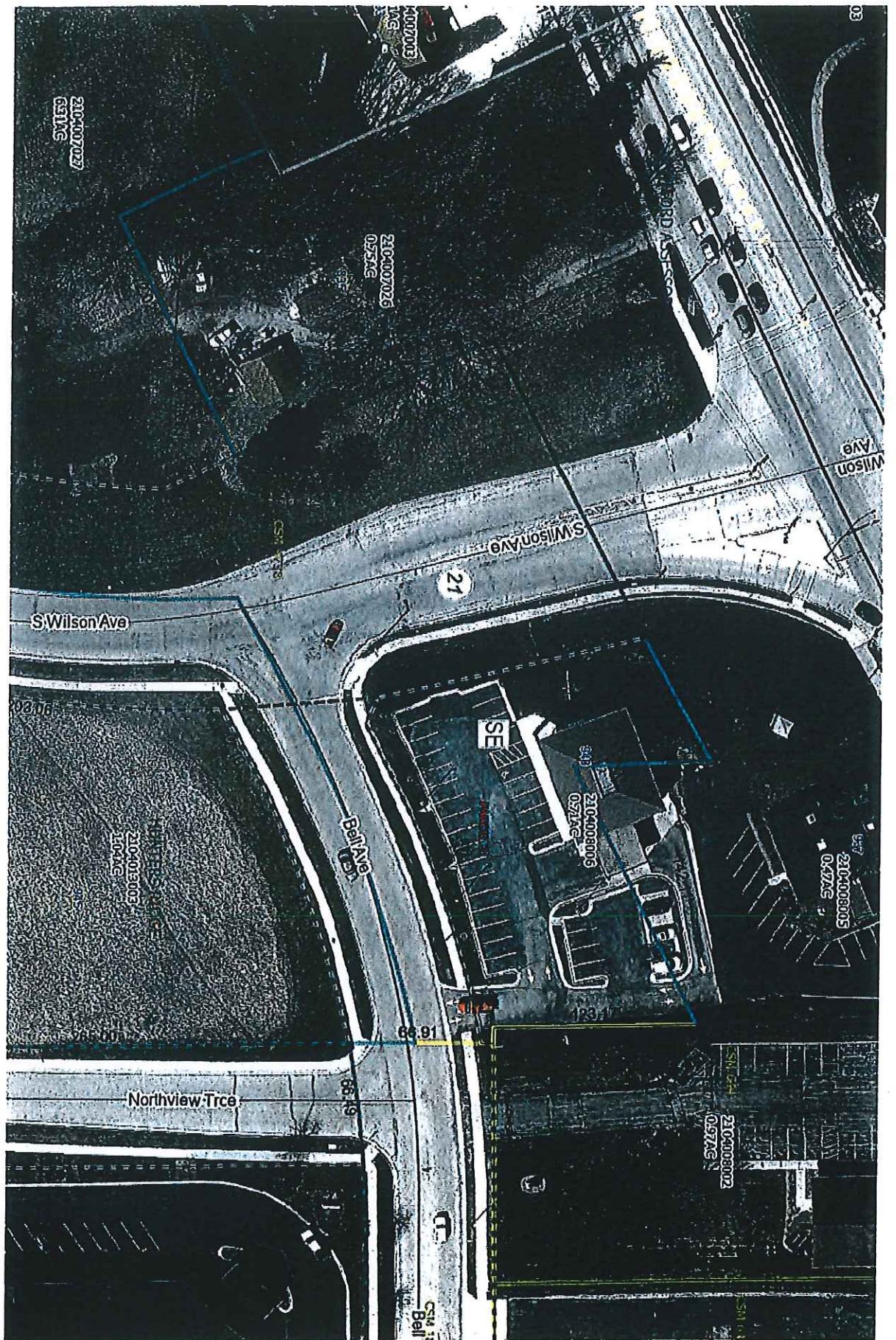
BEGINNING AT THE NORTHWESTERLY MOST CORNER OF SAID OUTLOT 1;
THENCE NORTH $64^{\circ}17'56''$ EAST, 39.23 FEET, ALONG THE NORTHERLY LINE OF OUTLOT 1;
THENCE SOUTH $14^{\circ}02'40''$ EAST, 81.50 FEET;
THENCE SOUTH $24^{\circ}04'14''$ EAST, 126.11 FEET;
THENCE NORTH $86^{\circ}41'20''$ WEST, 44.42 FEET, TO THE WEST LINE OF OUTLOT 1;
THENCE NORTH $25^{\circ}44'23''$ WEST, 185.31 FEET, ALONG THE WEST LINE OF LOT 1 TO THE POINT OF BEGINNING.

SAID PARCEL TO BE MERGED WITH UNPLATTED PARCEL KNOWN AS TAX ID #36-2104007026.



Washington County, Wisconsin





Executive Summary
Resolution No. 3435

Title: Discussion and Consideration of a Resolution recommending transfer of a 10,243 square foot parcel of land adjacent to 1147 East Sumner Street to JJR Properties, LLC

Background: Prior to the City divesting of property, State Statutes require that the Common Council approve a resolution in support of the land transfer.

In April 2022, the City approved a resolution to vacate a 10,243 square foot portion of Right-of-Way (ROW) adjacent to 1147 East Sumner Street. On August 8th 2022 the Plan Commission approved the resolution to transfer the rationale supporting the ROW vacation is as follows:

The portion of the Bell Avenue ROW proposed for vacation is a triangle where Bell Avenue jogs south. The grass area serves no purpose for the City and could be used by adjacent property owners for parking lot or driveway, or to meet setback or lot coverage requirements.

JJR Properties, LLC is the owner of 1147 East Sumner Street. In order to facilitate redevelopment of the property, they have requested that the City transfer the parcel to them. City Staff looked into how this area was originally acquired by the City. It was dedicated as part of land division process, and the City did not pay for the land. As a result, Staff recommends that the property be transferred to JJR Properties, LLC without payment to the City.

There is a driveway serving 1121 East Sumner Street that goes through the subject parcel. The owners of 1121 East Sumner and JJR properties have agreed to the creation of an access easement that will allow the driveway to continue serving 1121 East Sumner Street in perpetuity. The access easement will be recorded on the parcel prior to the land transfer taking place.

Recommendation: Planning Staff recommends approval of the Resolution recommending transfer of a 10,243 square foot parcel of land adjacent to 1147 East Sumner Street to JJR Properties, LLC.

Prepared By:

Justin Drew
City Planner

Date

ROUTING:	PLAN COMMISSION	08/08/2022
	COMMON COUNCIL	08/23/2022

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TRANSFER OF A 10,243 SQUARE FOOT PARCEL
OF LAND ADJACENT TO 1147 EAST SUMNER STREET TO JJR POPERTIES, LLC

BE IT RESOLVED by the Common Council of the City of Hartford, Washington/Dodge Counties, Wisconsin, that the Certified Survey Map for the property described as that part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 10 North, Range 18 East, City of Hartford, County of Washington, State of Wisconsin, described as follows:

Beginning at the southeasterly most corner of Lot 1 of Certified Survey Map No. 841; thence north 89°14'19" east, 177.86 feet; thence along the south line being the arc of a curve bearing to the left 66.50 feet, with a radius of 85.35 feet, and a chord bearing and distance of south 66°55'08" west, 64.83 feet; thence south 43°15'52" west, 90.15 feet; thence along the south line being the arc of a curve bearing to the right 68.20 feet, with a radius of 244.00 feet, and chord bearing and distance of south 52°36'23" west, 67.98 feet; thence south 89°14'19" west, 1.11 feet to the southeasterly most corner of Lot 2 of Certified Survey Map No. 5181; thence north 00°34'17" west along the east lot line of Lot 2 of Certified Survey Map No. 5181, to the point of beginning, is hereby approved.

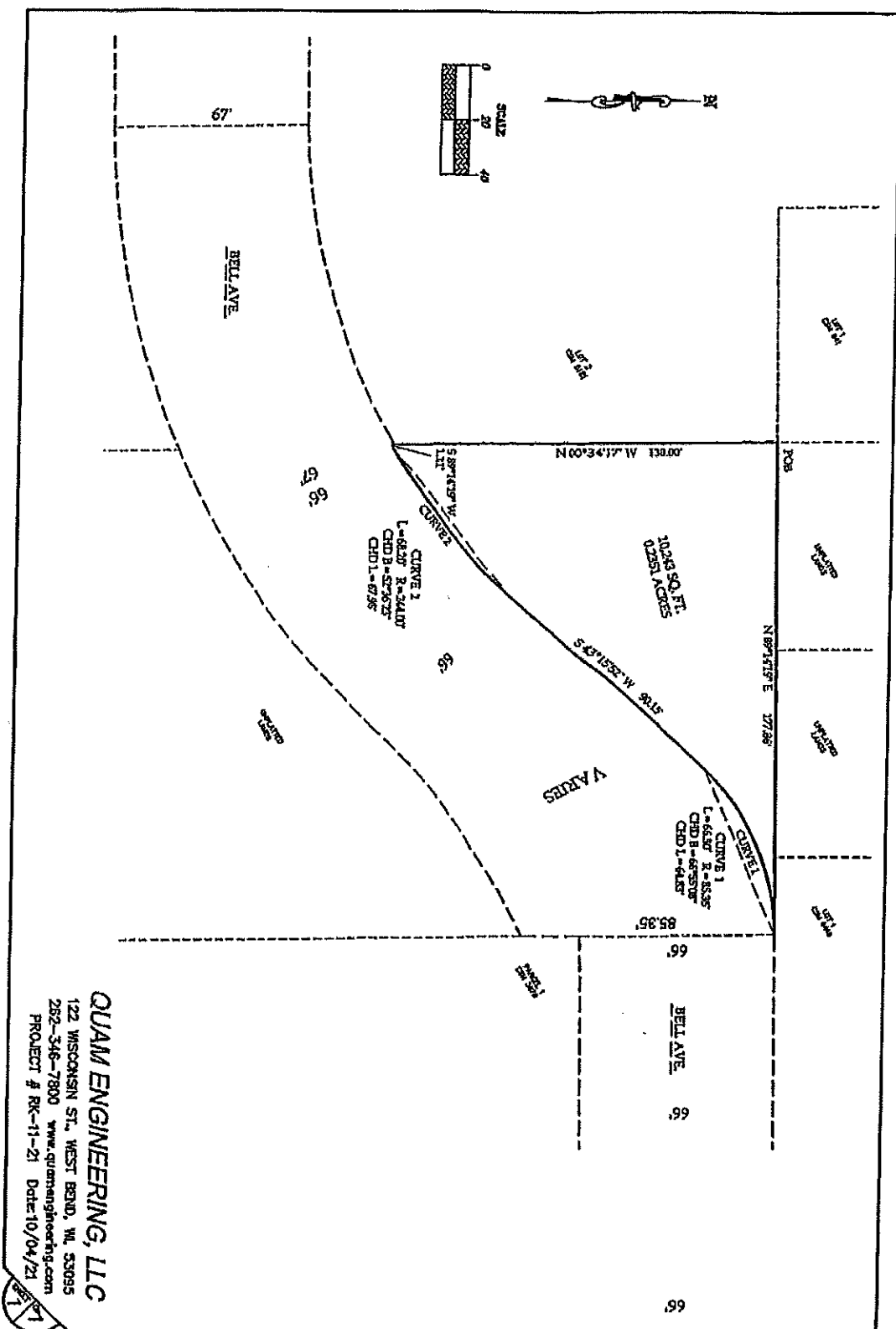
Signed:

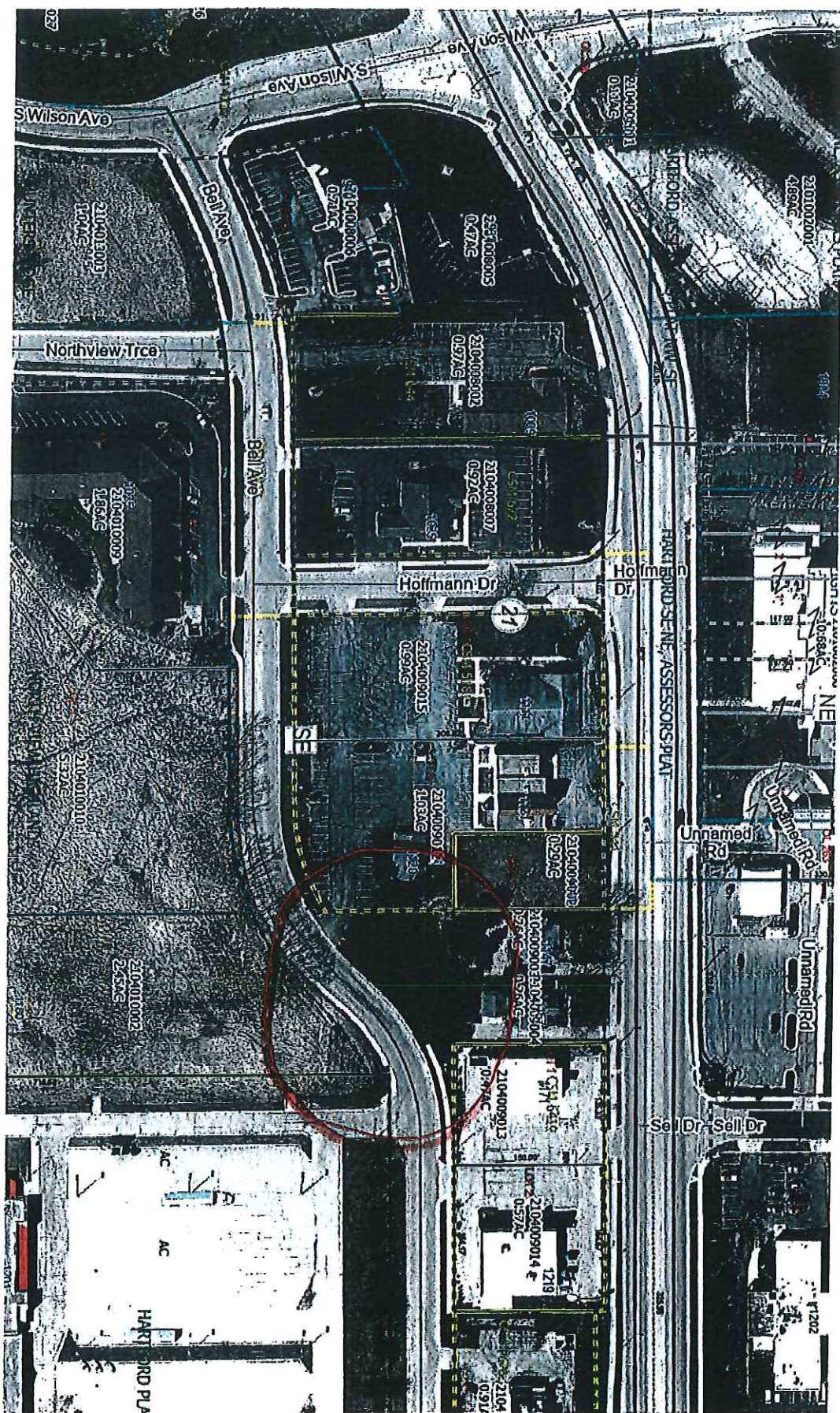
Timothy C. Michalak, Mayor

INTRODUCED: August 23, 2022

ADOPTED: August 23, 2022

ATTEST: _____
Lori Hetzel, City Clerk





EXECUTIVE SUMMARY

TITLE: Resolution authorizing the execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.

BACKGROUND: The Department of Natural Resources (DNR), in collaboration with the Department of Administration and the Public Service Commission, established the Private Lead Service Line (LSL) Replacement Program to assist municipalities in their efforts to replace private LSLs. Funding for the LSL replacements on private property is awarded as principal forgiveness with no debt incurred on behalf of the municipality.


Earlier this year, the Utility submitted an application to the DNR, and the City of Hartford was awarded up to \$786,000 to replace the private LSLs found in our community. With the funding assistance provided, the Utility will replace all known 110 private LSLs. Since this program also includes the replacement of private galvanized services, any remaining funds will be used to replace private galvanized services.

Similar to last year, the final step of this process is to approve a resolution stating: (1) the City agrees to participate in a project replacing private LSLs at residences, schools and daycares; (2) the Municipality has applied to the Safe Drinking Water Loan Program (SDWLP) for financial assistance in the form of a loan of which all the principal will be forgiven; (3) the SDWLP can provide a principal forgiveness loan in an amount up to \$786,000.

RECOMMENDATION: Approve the resolution authorizing the execution of the DNR's Principal Forgiven Financial Assistance Agreement which contains the terms and conditions of the SDWLP award for the project.

PREPARED BY:  8/17/22
BRIAN RHODES DATE
UTILITY DIRECTOR

REVIEWED BY:  8/17/22
LORI HETZEL DATE
CITY CLERK

REVIEWED BY: 
DAWN TIMM DATE
FINANCE DIRECTOR

APPROVED BY: 
STEVE VOLKERT DATE
CITY ADMINISTRATOR

CITY OF HARTFORD

Resolution/Ordinance No. 3434

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the City of Hartford (the "Municipality") wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 4814-03 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$786,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Passed: _____

Approved: _____

Timothy Michalak
Mayor

Attest: _____
Lori Hetzel
Clerk

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214B rev 05/22

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF HARTFORD

\$786,000 With \$786,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of September 14, 2022

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 66236
Safe Drinking Water Loan Program Project No. 4814-03

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 14, 2022, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Hartford, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated December 21, 2021, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Hartford, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 4814-03 by DNR, described in the Project Manager Summary (Exhibit B).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a

variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2022, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA, and
 - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$786,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. A variance is also granted through this FAA to s. NR 166.10(2)(b), Wis. Adm. Code as plans and specifications are not required for Lead Service Line replacement projects. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$786,000 with Principal Forgiveness of \$786,000 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than January 27, 2023, and such request for disbursement shall only include Project costs incurred on or before December 31, 2022.

Section 3.03. Remedies

- (a) If the Municipality:
 - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
 - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
 - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the documentation described in section 4.02(b) above.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
 - (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
 - (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
 - (3) permit extracts and copies of the Project records to be made by any of them; and
 - (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and

(4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit B).

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Environmental Improvement Fund
101 East Wilson Street, 10th Floor
Madison WI 53702-0004
or
PO Box 7864
Madison WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, CF/2
Madison WI 53702-0005
or
PO Box 7921
Madison WI 53707-7921
- (c) City of Hartford
109 North Main Street
Hartford WI 53027-1591

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF HARTFORD

By: _____
Timothy Michalak
Mayor

Attest: _____
Lori Hetzel
Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF HARTFORD
SDWLP Project No. 4814-03

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	0	0	0
Engineering	0	0	0
Construction/Equipment	864,133	96,323	767,810
Contingency	18,190	0	18,190
Miscellaneous Costs	0	0	0
TOTAL	\$882,323	\$96,323	\$786,000

EXHIBIT B

PROJECT MANAGER SUMMARY

CITY OF HARTFORD

SDWLP Project No. 4814-03

1. Project Description: The City of Hartford had originally participated in the Private Lead Service Line (LSL) Replacement Program in 2021 using a prequalified list of plumbers/contractors. This year the Municipality will be using a municipally bid contract to replace an estimated 110 LSLs. There were also approximately 3 emergency replacements, due to leaks, that happened early in the year that were replaced utilizing plumbers/contractors from the prequalified list created in 2021. The contract for private replacements includes an estimated 23 public side replacements that are not eligible for the Private LSL Replacement Program. There will be no homeowner cost share.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, or other water utility service terminal on private residential property, a pre K-12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized service lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. Ineligible Costs: The contract includes 23 public side LSL replacements (between the water main and the curb stop, including the curb stop) and restoration work that are not eligible for the Private LSL Replacement Program. These costs will be covered by Hartford Water Utility.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
 - Premise plumbing, which includes anything downstream of the normal connection point inside the home;
 - The curb stop, or any other components of the utility side of the service line;
 - Costs for engineering or administration unless the recipient's population is 3,300 or less.
3. DBE Good Faith Effort: The Municipality met the Disadvantaged Business Enterprise (DBE) Solicitation requirements on April 5, 2022 by placing an ad in the Daily News newspaper. Wood Sewer and Excavating will not be utilizing any DBEs for this project. DBE Solicitation is required at every level of contracting and subcontracting.
 4. Davis-Bacon Wage Rate Requirements: For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.

For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:

- The property is owned in the name of a business;

- The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
- The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

5. Environmental Review Conditions: An Environmental Review was completed for this Project and resulted in a Categorical Exclusion with recommendations related to the Rusty Patched Bumble Bee. Standard erosion guidance and invasive species guidance was also included. The Project also received archaeological/historical clearance as no issues were identified.
6. Closeout Documentation: At Project completion the municipality will submit to DNR the documentation described in section 4.02(b) of this FAA: the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, January 27, 2023. This is the submittal deadline for disbursements that will be made on February 8, 2023. We strongly encourage all recipients to submit their final Request for Disbursement by no later than Friday, January 13, 2023, in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after January 27, 2023. If a Request for Disbursement for costs incurred on or before December 31, 2022 is not submitted by the deadline, those costs will need to be covered by the municipality or the property owner.

EXHIBIT C
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

The Federal Lead and Copper Rule Revisions (LCRR) are now in effect. All public water systems must be in compliance with the LCRR by October 16, 2024.

Note that public water systems may choose, but are not required, to meet these requirements prior to October 16, 2024.

Under the LCRR, any public water system that conducts lead service line removal must meet all of the requirements listed below. Note that under the LCRR, these requirements apply to all of the following activities: full and partial¹ lead service line replacement; replacement of a galvanized service line that is currently, or was ever formerly, downstream of a lead service line; and removal of a lead gooseneck, pigtail, or connector.

- **For participants in the Private Lead Service Line Replacement Program, these steps are suggested, but not required, for participation in the program.**

Lead Service Line Replacement Requirements under the LCRR

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s)² served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - Provide information about the health effects of lead.
 - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s)³ with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

¹ In addition to the requirements listed above, any water system that plans to partially replace a lead service line in coordination with planned infrastructure work must provide notice to the owner of the affected service line, or the owner's authorized agent, as well as non-owner resident(s) served by the affected service line at least 45 days prior to the replacement. The notice must explain that the system will replace the portion of the line it owns and offer to replace the portion of the service line not owned by the water system. However, the water system is not required to bear the cost of replacement of the portion of the affected service line not owned by the water system.

² In instances where multi-family dwellings are served by the lead service line to be replaced, the water system may elect to post the information at a conspicuous location instead of providing individual notification to all residents.

³ If the lead service line serves more than one residence or non-residential unit (e.g., a multi-unit building), the water system must provide a filter and six months of replacement cartridges and use instructions to every residence in the building.

EXECUTIVE SUMMARY

Repeal and Recreation of Chapter 26 – Animals and Repeal of Chapter 21 – Health and Sanitation

BACKGROUND:

This Executive Summary addresses two changes to the City's Municipal Code:

Repeal and Recreation of Chapter 26 – Animals: Chapter 26 of the City's Municipal Code contains most of the City's ordinances addressing the keeping and care of animals within the City of Hartford. The revisions to the Code are intended to address several areas of concern.

- 1- **Keeping of Chickens in the City-** the Common Council previously referred the creation of an ordinance allowing for the keeping of chickens in the City to the City Attorney to create an ordinance. The revisions to the Code contain this ordinance, which is located at 26.10 in the revised Chapter 26. This Ordinance is consistent with what was adopted by the City of West Bend and addresses the major concerns with the keeping of chickens in the City.
- 2- **Establishing guidelines for the number of animals allowed to be kept in the City –** The City has occasional issues with property owners keeping large numbers of animals within the City. The City's code has always addressed the number of cats and dogs allowed per property (3 total). The revised Code also establishes a maximum number of animals allowed to be kept in the City – 7 total animals per property – except as otherwise allowed under the fanciers or kennel license.
- 3- **Updates to Vicious Dog provisions –** the provisions of the City's vicious dog ordinance are outdated and the insurance requirement functionally prohibits vicious dogs. Based on my review of similar municipalities, I have modified the vicious dog provisions to prohibit dogs that are determined to be vicious. I have also added provisions addressing dangerous dogs, which are dogs that do not rise to the vicious determination but are still dangerous to the community.
- 4- **Fanciers, Kennel and Groomer licenses –** the provisions pertaining to Fanciers, Kennel and Grooming licenses have been moved to Chapter 26 and updated. Previously these were located within Chapter 21 and under the supervision of a "health officer" which the City has not had for many years.

Repeal of Chapter 21 – Health and Sanitation: Chapter 21 of the Municipal Code establishes provisions for a health officer and provides for various items under the supervision of the health officer. The City has not had a health officer for many years. The specific items within Chapter 21 are being relocated to either Chapter 26 or to Chapter 22 – Nuisances (which will be presented at a future meeting).

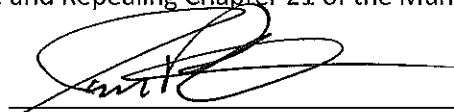
ECONOMIC IMPACT:

There will be minimal impact to the City – there may be some additional staff time spent in inspections and there may be some additional revenue from licenses and ordinance violation citations.

RECOMMENDATION:

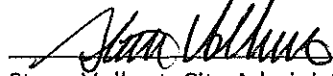
Staff recommends the adoption of the Ordinances Repealing and Recreating Chapter 26 of the Municipal Code and Repealing Chapter 21 of the Municipal Code.

REVIEWED BY:



Ian Prust, City Attorney

DATE: 8-18-22



Steve Volkert, City Administrator

DATE: 8-18-22

Committee Routing: Common Council

August 23, 2022

ORDINANCE NO. 1461

**AN ORDINANCE REPEALING AND RECREATING CHAPTER 26 OF THE CODE
ENTITLED ANIMALS**

WHEREAS, the City of Hartford has established various regulations for the keeping, care and maintenance of animals within the City; and

WHEREAS, the City of Hartford has determined that it is necessary for the health and safety of the residents of the City to establish specific provisions regulating the maximum number of animals which may be kept on a property within the City; and

WHEREAS, the City of Hartford has determined that it is in the best interests of the residents of the City to establish ordinances allowing and regulating the keeping of chickens within the City, allowing educational opportunities and quality of life for those wishing to keep chickens, while establishing reasonable regulations to prevent public nuisances; and

WHEREAS, the City of Hartford as determined that it is necessary for the health and safety of the residents of the City to prohibit vicious dogs within the City and to establish reasonable regulations for the keeping of dogs determined to be dangerous within the City; and

WHEREAS, the City of Hartford has determined that it is necessary for the health and safety of the residents of the City to establish reasonable regulations for animal fanciers, kennel, grooming and pet store permits; and

WHEREAS, the Common Council has determined that the modifications of the provisions of Chapter 26 are in the best interest of the City; and

WHEREAS, the Common Council has, based on the foregoing recitals, determined that it is in best interests of the City to Repeal and Recreate Chapter 26 pertaining to Animals.

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

SECTION 1. Chapter 26 of the Municipal Code is repealed and recreated to read as attached hereto.

SECTION 2. Chapter 42 of the Municipal Code is amended as follows:

Section 42.02 shall be amended to incorporate the following:

Chapter 26 Animals:

26.01 Keeping Animals Within City

26.02 Dog and Cat Licenses

26.03 Impounding Unlicensed Dogs

26.04 Dogs and Cats Running at Large

26.05 Keeping of Vicious and Dangerous Dogs Regulated

26.06 Infected Dogs

26.07 Barking Dogs

26.07 Animals Littering

26.10 Keeping of Chickens

26.11 Kennels

26.12 Animal Fancier

26.13 Pet Shops

26.14 Grooming Establishment

1st	150.00	39.00	10.00	13.00	38.00	250.00
2nd	235.00	61.10	10.00	13.00	38.00	357.10
3rd	345.00	89.70	10.00	13.00	38.00	495.70

Section 42.04 shall be amended to incorporate the following license and permit fees:

Administration

Animal Fancier – 26.12 – \$50.00

Grooming Establishments – 26.14 – \$16.00

Pet Shop – 26.13 – \$16.00

Finance

Dog/Cat License

Neutered/Spayed – 26.02(2) – \$10.00

Unneutered/Unspayed – 26.02(2) – \$20.00

Chickens – 26.10 – \$50.00

Kennel – 26.01/26.11 – \$42.00

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

Timothy C. Michalak
Mayor

Introduced: _____
Adopted: _____

ATTEST:

Lori Hetzel
City Clerk

CHAPTER 26

ANIMALS

26.01 KEEPING ANIMALS WITHIN CITY.

(1) In this Chapter, the term "domestic animal" includes all animals encompassed under the definition provided in Sec. 95.001(ad) and 169.01(7), Wis. Stats. The term "domestic animal" shall not include any animal defined as an Exotic Animal pursuant to Section 26.09, of the Municipal Code.

(2) Except on lands zoned agricultural or as otherwise permitted in this Chapter, no person shall keep within the City of Hartford, either temporarily or permanently, any fowl, bees, cows, cattle, horses, sheep, swine, goats, chickens, ducks, turkeys, geese or any other domesticated livestock, provided, however, that such animals or fowl may be kept at places approved by the Zoning Administrator for slaughtering, for educational purposes, or for research purposes.

(3) Except as otherwise permitted in this Chapter, no person shall house in a dwelling unit, or on a dwelling unit's property, any combination of dogs or cats numbering more than three animals over the age of five months, unless otherwise licensed to do so.

(4) Except as otherwise permitted in this Chapter, no person shall house in a dwelling unit, or on a dwelling unit's property, any combination of domestic animals, numbering more than 7 animals.

(5) The keeping of more than the allowed number of cats, dogs, and/or combined domestic animals without a permit as described in this Chapter is declared to be a nuisance as defined in Section 22.02 of the Municipal Code.

(6) Animals kept within the City shall be kept in accord with the following requirements to the satisfaction of the City:

- (a) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
- (b) The quarters in which the animals are kept shall be maintained in a clean condition and in a good state of repair.
- (c) Animals' pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein.
- (d) Food supplies shall be stored in rodent-proof containers, and food and water containers shall be kept clean.
- (e) Litter and/or bedding material shall be changed as often as necessary to prevent an odor nuisance.

- (f) Feces shall be removed from yards, pens, and enclosures daily and stored in tightly covered metal containers until final disposal.
- (g) Yards, pens, premises, and animals shall be kept free of insect infestations.
- (h) No odor nuisances shall be permitted.

(7) Summary Abatement. The City and/or Police Department shall have the authority and duty to prohibit the keeping within the City of animals listed under 26.01(2) and 26.09 (1), and the authority to prohibit the keeping of animals in excess of the number of animals allowed by the Code.

With respect to permitted animals, if the City and/or Police Department determines that they are kept and managed in such a manner that there results a danger to the public through poor sanitation, odor, or excessive noise, or any other objectionable condition, as the City and/or Police Department shall determine, he/she shall direct the Chief of Police or a Deputy Sheriff to serve a notice on the owner. Such notice shall direct the owner of the animal or animals causing the health hazard or objectionable condition to abate or remove same within 24 hours, and shall stipulate that if such hazard, pollution or objectionable conditions is not abated, the City will cause the same to be abated and will charge the costs to the owner, occupant or person causing the same, as the case may be.

In case of nonpayment same shall become a special charge against the property owner, and shall be included as an assessment and lien against the property on the annual tax bill.

If, through ensuing experience, it is apparent that the continued keeping of the animal or animals results in further hazard to health and environment, the City and/or Police Department shall have the authority to have the animals physically removed from the property.

26.02 DOG AND CAT LICENSES. (1) Dog and Cat License Required. Every person residing in the City who owns, harbors or keeps a dog or cat which is more than 5 months of age on January 1st of any year, shall annually at the time and in the manner prescribed by law for the payment of personal property taxes, obtain a license therefor.

(2) Rabies Vaccination Required. It shall be unlawful for any person to keep a dog in the City which is over 5 months of age and has not received a rabies vaccination as required by §95.21 (2), Wis. Stats., or to keep a cat in the City which is over 5 months of age and has not received a rabies vaccination. No dog or cat license shall be issued until a certificate of rabies vaccination issued by a veterinarian has been presented. A rabies vaccination tag shall be attached to the collar of all licensed dogs at all times, except as provided in §95.21(2)(f), Wis. Stats.

(3) Fees. Such owner shall pay to the City Treasurer annually a sum as determined in Chapter 42 of the Municipal Code for each neutered male dog or cat and spayed female dog or cat (a veterinarian's certificate must be presented for each neutered or spayed dog or cat), for each unneutered/ unspayed dog or cat, and for each fancier permit or kennel.

(4) Issuance of License; Tag. Upon receipt of payment of the required fee, the Treasurer shall issue to the owner a license and license tag to keep such dog or cat. The license tag shall

CHAPTER 26

ANIMALS

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(3) Except as otherwise permitted in this Chapter, no person shall house in a dwelling unit, or on a dwelling unit's property, any combination of dogs or cats numbering more than three animals over the age of five months, unless otherwise licensed to do so.

(4) Except as otherwise permitted in this Chapter, no person shall house in a dwelling unit, or on a dwelling unit's property, any combination of domestic animals, numbering more than 7 animals.

(5) The keeping of more than the allowed number of cats, dogs, and/or combined domestic animals without a permit as described in this Chapter is declared to be a nuisance as defined in Section 22.02 of the Municipal Code.

(6) Animals kept within the City shall be kept in accord with the following requirements to the satisfaction of the City:

- (a) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
- (b) The quarters in which the animals are kept shall be maintained in a clean condition and in a good state of repair.
- (c) Animals' pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein.
- (d) Food supplies shall be stored in rodent-proof containers, and food and water containers shall be kept clean.
- (e) Litter and/or bedding material shall be changed as often as necessary to prevent an odor nuisance.

3. Any dog declared to be vicious pursuant to paragraph (i);
4. Any dog previously found to be vicious in a trial on the charge of violating paragraph (b) of this section;
5. Any dog declared to be vicious in another municipality, county, or state.

(b) Except as provided in subparagraphs (3) and (4), a dangerous dog includes any of the following:

1. Any dog, except one assisting a peace officer in law enforcement duties, that has done any of the following:
 - A. Caused injury to a person or domestic animal that is less severe than a serious injury;
 - B. Chased or attacked any human being or domestic animal without provocation;
 - C. Demonstrated an approach or apparent attitude of attack toward any human being or domestic animal in a menacing fashion, without provocation;
 - D. Demonstrated a trait or characteristic or a generally known reputation for dangerousness;
 - E. Demonstrated a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of humans or other domestic pets or animals without provocation;
 - F. Demonstrated any other behavior which constitutes a threat of bodily harm to a person when such person is conducting himself or herself peacefully and lawfully;
 - G. Run at large three or more times in any 12-month period;

2. Any dog declared to be dangerous pursuant to paragraph (j);
3. Any dog declared to be dangerous in another municipality, county, or state.
4. Any dog previously found to be dangerous in a trial on the charge of violating paragraph (f) of this section.

(c) No dog shall be deemed dangerous based solely upon attacking or menacing any person or domestic animal in order to do any of the following:

1. Defend its owner, caretaker, or another person or animal, its young or its food, from a trespasser or an attack by a person or animal, or
2. Defend itself against any person, animal or trespasser that has provoked, tormented or abused it.

(d) No dog shall be deemed dangerous solely based upon its breed.

(e) A dog previously deemed dangerous pursuant to subparagraph (b) shall no longer be deemed dangerous if:

1. The dog has not exhibited any of the behaviors specified in subparagraph

(2)(b)1.A.—G. for a period of 36 consecutive months; provided, however, that the same dog may again be declared dangerous if it again exhibits any of the specified behaviors; or

2. The dog and its owner have completed the Canine Good Citizen Program sponsored by the American Kennel Club and provided evidence of the same in writing to the police department, and the dog has not exhibited any of the behaviors specified in subparagraph (2)(b)1.A.—G. for a period of six consecutive months; provided, however, that the same dog may again be declared dangerous if it again exhibits any of the specified behaviors.

(2) No person may harbor, keep, maintain, or permit to remain about his or her premises any vicious dog within the City.

(3) No person may bring into the City any dog that has previously been declared vicious in another municipality, county, or state.

(4) No person may sell, give away, or transfer ownership or custodianship of a dangerous or vicious dog without first advising the police department in writing, including the name and address of the person to whom the dangerous or vicious dog is given.

(5) The owner or custodian of a dangerous or vicious dog shall immediately notify the police department if the dog escapes, is unconfined, has attacked another animal or human being or has died.

(6) No person may own, be the custodian of, harbor, keep, maintain, or permit to remain about his or her premises any dangerous dog, except in strict compliance with the regulations below. The custodian of a dog includes any person permanently or temporarily entrusted with the custody or care of the dog or any person who in any way exercises any care for or control of the dog, including providing shelter or food.

(a) All dangerous dogs shall at all times be confined in an enclosure in accordance with subparagraph (7)(a). The only exceptions to this requirement are when it is necessary for the owner or keeper to obtain veterinary care for the dog, when it is necessary to transport the animal in a vehicle, when in compliance with the leash and muzzle requirements in subparagraph (7)(b), or when its owner has secured express written approval from the police chief. Such exceptions shall only apply if the dangerous dog is under the direct control and supervision of the owner or custodian of the dog who is at least 18 years of age and competent and capable to control and manage the dog. In no circumstances shall a dangerous dog be transported in the open bed of a truck or in a vehicle from which it can escape. Housing a dangerous dog in a vehicle for purposes other than transport shall be a violation of these provisions requiring adequate confinement.

(b) The owner or custodian of a dangerous dog shall display in a prominent place on his or her premises a warning sign in letters no less than two inches high, stating that there is a dangerous dog on premises and a symbol to warn children of the presence of a dangerous animal. The sign shall be clearly visible and capable of being read from any public property, street or highway adjacent to the premises. A similar sign shall also be posted on any outdoor pen or kennel or enclosure and on the fence of a yard where the

dangerous dog is kept.

(c) The owner or custodian of a dangerous dog shall provide for the implantation of a device which can later be detected to aid in the proper identification of the animal.

(d) The owner or custodian of a dangerous dog shall initially register the dog with the police department no more than ten days after the dog become subject to the terms of this section. Additionally, the owner or custodian of a dangerous dog shall, prior to April 1, annually register the dog with the police department. At the time of registering the dangerous dog, the owner or custodian shall provide the following:

1. A current color photograph of the animal;
2. Proof of current license and rabies certificate as required by this chapter;
3. Proof of liability insurance as provided in subparagraph (e), below;
4. Written proof from a licensed veterinarian that the animal has been spayed or neutered; and
5. Payment of a \$75.00 registration fee.

(e) The owner or custodian of a dangerous dog shall purchase and maintain liability insurance in the amount of \$300,000.00 insuring the owner for any personal injuries or physical damage inflicted by the dangerous dog. In addition the policy of insurance shall require a minimum of ten days notice to the city prior to any cancellation or termination of such policy. In lieu of the liability insurance requirement, the owner of a dangerous dog may present evidence of a surety bond in the sum of at least \$300,000.00, payable to any person injured or whose property has been damaged by a dangerous dog. The proof of insurance or surety bond must be presented to the police chief each year at the time the dog's license is renewed, and the police chief shall keep a record of the name, address, and contact information of the owner or custodian of each dog affected by this requirement.

(7) Restraint and confinement of dangerous dogs.

(a) Enclosure, pen or confinement. A dangerous dog shall be securely confined indoors or, if outdoors, in a secure, fenced yard or securely enclosed and locked pen, kennel or similar enclosure on the premises of the owner or custodian. No owner or custodian of a dangerous dog shall fail to securely confine the dog in compliance with the regulations below. A dangerous dog may be exempted from said requirements upon express written approval of the police chief.

- i. Indoors. No dangerous dog shall be kept on a porch, patio, or in any part of a house or structure that would allow the dog to exit the building of its own volition. No dangerous dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.
- ii. Outdoor enclosures. No dangerous dog shall be kept outdoors unless it is on the property of the owner or custodian and confined in one of the following manners:

1. Fenced yard. Any fenced yard shall be secure and fully enclosed, with only one entrance. The fence must be at least six feet tall, built in a stockade style, completely opaque, and embedded into the ground to a depth of no less than 18 inches. The entrance must be locked with a key or combination

lock when any dog is inside the yard and the enclosure must be secured against the unauthorized entry by a minor on their own accord. No part of a property line fence shall be part of such an enclosure unless the entire property line fence forms the enclosure and conforms in its entirety to the requirements of this section.

2. Pen or kennel. Any outdoor pen, kennel or similar enclosure must be childproof from the outside and dogproof from the inside. It must be located at least ten feet away from any lot line. A strong metal double fence with adequate space between the fences (at least two feet) must be provided so that a child cannot reach into the dog enclosure. The pen, kennel or structure shall have secure sides and top attached to the sides. A structure used to confine a dangerous dog shall be locked with a key or combination lock. The structure shall have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet. All structures shall comply with zoning and building regulations of the city.

3. This section does not relieve the owner or custodian of a dangerous dog from the obligation to comply with any provision of this Code, any code adopted by this code, or the Hartford Zoning Code, with regard to requirements for the placement or construction of fences or dog kennels.

(b) Leash and muzzle requirements. In addition to the other requirements of this section, the owner or custodian of a dangerous dog may permit the dog to go outdoors outside of its outdoor enclosure only if the dog is securely leashed on a leash no more than four feet in length, attached to a prong training collar and held by a person who is at least 18 years of age and competent and capable to physically control and manage the dog. The leash shall not be attached to inanimate objects such as trees, posts and buildings. A dangerous dog outdoors on a leash outside the dog's kennel shall be muzzled in a humane way by a muzzling device sufficient to prevent the animal from biting persons or other animals. A dangerous animal shall not be required to be muzzled when shown in a sanctioned American Kennel Club show.

(8) Upon written application by the owner or custodian of a dangerous dog, the police chief may, in his or her discretion, waive any requirement specified in subsection (6) or (7) that is deemed to be inappropriate for a particular dangerous animal. Such waiver shall be in writing.

(9) Declaration of vicious or dangerous dog; notification and hearing.

(a) If a police officer determines that a dog is dangerous or vicious as defined in this section, he or she may declare the dog to be a dangerous or vicious dog. The officer shall immediately inform the owner or custodian in writing, by personal service or certified mail, of such determination, and the reasons therefor. The determination shall be dated, and shall advise such person of the right to have such determination reviewed, the time within such review may be obtained, and the officer or person to whom a request for review shall be addressed.

(b) If an owner or custodian contests the designation of the dog as dangerous or vicious, the owner may request a hearing in writing, mailed or delivered in person to the chief of police within thirty days of issuance of the notice. The request for review shall

state the ground or grounds upon which the person aggrieved contends that the decision should be modified or reversed.

(c) The hearing shall be held within 15 days of receipt of the request for hearing before the common council. The chief of police shall serve the appellant with notice of such hearing by mail or personal service at least ten days before such hearing. Any interested party may present evidence as to whether the dog is dangerous or vicious. At such a hearing, the determination of the police officer shall be termed an initial determination.

(d) The owner or custodian may file with the request for hearing written evidence and argument in support of the person's position with respect to the initial determination.

(e) At the hearing, the appellant and the municipal authority may be represented by an attorney and may present evidence and call and examine witnesses and cross-examine witnesses of the other party. Such witnesses shall be sworn by the Mayor or Council President. The common council may issue subpoenas. An appellant's attorney of record may issue a subpoena to compel the attendance of a witness or the production of evidence. A subpoena issued by an attorney must be in substantially the same form as provided in Wis. Stats. § 805.07(4), and must be served in the manner provided in Wis. Stats. § 805.07(5). The attorney shall, at the time of issuance, send a copy of the subpoena to the decision maker.

(f) At the hearing, the police department and the owner or custodian of the allegedly dangerous or vicious dog may present any relevant evidence related to whether the dog meets the definition of a vicious or dangerous dog in this section.

(g) The proceedings shall be taken by a stenographer or recorded. The City Clerk or a person employed for that purpose shall take notes of the testimony and shall mark and preserve all exhibits.

(h) Pending the decision of the committee upon hearing, the owner must comply with the provisions of the section relating to dangerous dogs. The officer may impose additional restrictions on a dog declared vicious pending hearing. After the hearing, the owner shall be notified in writing of the determination. The common council may impose additional restrictions on a dog declared vicious pending arrangements for its removal from the city or euthanasia.

(i) Any party aggrieved by the determination may seek judicial review pursuant to Wis. Stats. § 68.13.

(10) At trial on a charge under subsection (2), (4), (5), or (6), or at a hearing pursuant to subsection (9)(b):

(a) The fact finder shall consider evidence of provocation of the animal by a person or animal bitten or injured by the dog as a potentially mitigating factor. If the provocation is purposeful or substantial, the fact-finder may accept any alleged bite or injury as self-defense by the animal and not classify the animal as dangerous or vicious.

(b) The attack, chase, or injury of a person or domestic animal by an animal shall, in the absence of contrary evidence, be presumed to be due to an unprovoked attack. However, a dog shall not be deemed to be dangerous if it bites, attacks or menaces any person or animal:

- i. To defend its owner, caretaker or another person from an unjustified attack by a person or animal;
- ii. To protect its young or another animal;
- iii. To defend itself against any person or animal that has tormented, assaulted or abused it;
- iv. To defend its owner's or caretaker's property against trespassers;
- v. That is actively committing or attempting to commit a crime;
- vi. That is violating or attempting to violate an ordinance that protects persons or property.

(c) No animal may be declared dangerous for acts committed by the animal while being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

(d) Any vicious dog may be ordered impounded or removed from the city for violations of this chapter. The animal's owner shall be responsible for costs of impoundment or removal.

(e) Any dog that has caused serious injury to a person or domestic animal on two separate occasions, without reasonable cause, may be destroyed as a result of judgment rendered by a court of competent jurisdiction, as specified under Wis. Stats. § 174.02(3). The animal's owner shall be responsible for costs of destruction.

(11) PENALTY. Any person who violates any provision of this section shall, upon conviction, be subject to the payment of a forfeiture in an amount within a range as shown in Chapter 42 of the Municipal Code. A separate offense shall be deemed committed on each day on which a violation of this section occurs or continues.

(12) SEVERABILITY. If any provision of this Ordinance is found to be unconstitutional but shall not affect the enforceability of the remaining sections of this Ordinance.

26.06 INFECTED DOGS; HYDROPHOBIA, RABIES.

(1) The provisions of Wis. Stat. § 95.21 pertaining to rabies control for dogs are hereby adopted by reference. In addition, all the provisions of Wis. Stat. § 95.21 applicable to dogs are hereby made applicable to cats. In addition to the requirements of Wis. Stat. § 95.21 and pursuant to Wis. Stat. § 95.21(9), the City adopts the following provisions of a rabies control program. Where there is any conflict between Wis. Stat. § 95.21 and the following provisions, the more restrictive provision shall apply.

(2) Any person may kill a dog or cat which he believes to be infected with the disease known as hydrophobia or rabies. Proof that the appearance or conduct of the dog was such as would give an ordinarily prudent person to believe the dog or cat to have been infected with the disease, shall be sufficient basis for the belief that the dog or cat was in such diseased

condition, and shall constitute an absolute defense to any action for damages or otherwise for the killing of the dog or cat.

(3) Any person who shall suspect that any dog or cat in the City is infected with rabies or hydrophobia, shall report his suspicion to the police or health authorities, describing the dog or cat and giving the name of the owner, if known.

(4) No person shall knowingly harbor or keep any dog or cat infected with hydrophobia or rabies, or any dog or cat known to have been bitten by a dog or cat known to have been infected with hydrophobia or rabies, or shall fail to report to the police or health authorities the existence of any dog or cat which he knows to be infected with hydrophobia or rabies.

26.07 BARKING DOGS. It shall be unlawful for any person within the City to own, harbor or keep any dog that habitually barks or howls to the annoyance of any person. This paragraph shall not apply to any veterinarian offices or boarding kennels.

26.08 ANIMALS: AT LARGE: SETTING AT LARGE: LITTERING. It shall be unlawful for the owner of any animal to permit fecal matter which is deposited by such animal while off of its own premises to remain on any street, alley, sidewalk, lawn, field or any public property, and it shall be solely the responsibility of the owner of said animal to immediately after deposit remove all fecal matter by shovel, scoop or like instrument and deposit said fecal matter in a manner approved by state or other local regulations.

26.09 KEEPING OF WILD AND EXOTIC ANIMALS REGULATED. (1) Keeping Wild and Exotic Animals Prohibited. No person shall keep, maintain or have in such person's possession or under such person's control any poisonous reptile, dangerous or wild animal or insect, including, but not limited to, poisonous insects and arachnids, all venomous snakes, constrictor snakes, any snake exceeding four (4) feet in length, non-human primates, bears, crocodiles, alligators, monitor lizards, bats, wild and domestic animal hybrids such as coyote/dog, coyotes, elephants, gamecocks and other fighting birds, hippopotami, hyenas, jaguars, leopards, lions, lynx, pumas, cougars, mountain lions, panthers, ocelots, tigers, or other wild feline species, wolves, and prairie dogs.

(a) Exceptions. The prohibitions set forth in subsection (1) shall not apply to: residents of the City who possessed one or more of the prohibited species prior to October 25, 2005 and who register same with the office of the City Clerk within 60 days of the effective date; licensed veterinary clinics; licensed animal rehabilitation homes; zoological gardens; public or private educational institutions; agricultural fairs; a display for judging purposes; circuses and professional animal acts or other shows requiring a license under Section 32.01 of the Municipal Code; provided that:

1. Their location conforms to the zoning requirements of Chapter 13 of the Municipal Code.
2. All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors.
3. Animals are maintained in quarters so constructed as to prevent their escape.

(b) Any resident who shall claim exemption under subsection (a) above shall furnish satisfactory evidence in the form of a bill of sale, veterinary records, or other proof satisfactory

to the Clerk, which demonstrates ownership of the otherwise prohibited species prior to the effective date of this ordinance.

All ordinances or parts of ordinances contrary to the terms of this ordinance are hereby and to that extent repealed.

26.10 KEEPING OF CHICKENS.

(1) KEEPING OF CHICKENS.

(a) No person shall keep or harbor any chickens or build, erect or maintain and use any chicken coop or run within the City without registering the name and address of the owner, the number of chickens, and paying the requisite license fee as determined in Chapter 42 of the Municipal Code.

(b) Chickens must be contained within a coop or enclosed chicken run and may not be allowed to roam at large within or beyond the property.

(c) Prior to issuance of a site license for the keeping of chickens, the owners of adjoining and surrounding properties shall be notified by the City Treasurer of the pending license request.

(d) All chicken coops and runs wherein any chickens are contained shall be kept in a clean, sanitary condition and free from all objectionable odor or vermin.

(e) Chicken coops and runs under this section shall be limited to the keeping of up to a total of four chickens per property, and shall be subject to the following conditions:

1. The principal use of the property where a chicken coop and yards may be permitted is limited to single-family dwellings and duplexes within single-family or two-family zoned property.
2. No person shall keep any rooster.
3. No person shall slaughter any chickens.
4. Chickens shall be kept in a water-proof, rodent-proof, and predator-proof coop in a fenced-in area.
5. Coops shall be considered accessory structures under Chapter 17 and shall be subject to all requirements of that Chapter. Coops and runs shall be placed in rear yards and shall have a minimum setback of 5 feet. Coops and runs may be placed or erected in one side yard of a lot only upon approval of a site plan. The site plan must provide suitable screening of the coop and run from adjoining properties and road right-of-way. Any site plan for a coop and run may be approved by the Director of Community Development. No coop or run shall be placed within 25 feet of any separate residential or business structure on an adjacent lot.

(f) Enclosures for chicken runs may be comprised of welded wire or chicken wire material but may not be part of a residential fence within the property.

(g) It shall be property owner's responsibility to verify that keeping chickens and chicken coops are permitted uses in any deed restrictions or covenants applicable to the subject property.

(h) Any person found to be in violation of this Section 26.10, shall have their permit revoked and shall be ineligible for a chicken permit for a period of one year. A person who on two or more occasions within a period of five years fails to comply with the provisions of this Section shall be permanently ineligible for a chicken permit.

26.11 KENNELS DEFINITION, REQUIREMENT OF PERMIT, AND SANITARY OPERATION OF KENNELS. (1) A business wherein more than a total of three dogs or cats over the age of five months are kept for boarding, breeding, sale or sporting purposes.

(2) No person shall operate a kennel unless he holds a valid permit issued by the City. A yearly fee as determined in Chapter 42 of the Municipal Code shall expire on the last day of December. The application for such permit shall be made through the office of the City Clerk of the City of Hartford and the permit fee shall be prorated on the basis of months remaining during the term thereof at the time application shall be issued.

26.12 ANIMAL FANCIER DEFINITION AND REQUIREMENT OF PERMIT.

(1) Any person in a residential dwelling unit may apply for an animal fancier permit, within the following limitations:

(a) Fancier permits may only be issued to owner occupied single-family dwellings and owner occupied duplexes.

(b) The following limits shall be in effect for any individual issued a fancier license:

1. Any permit granted for a property with a lot size of 0.25 acres or less shall allow ownership of a total of 4 cats and dogs more than five (5) months of age.

2. Any permit granted for a property with a lot size of 0.25 acres or more shall allow ownership of a total of 5 cats and dogs more than five (5) months of age.

3. Any permit granted shall allow for the ownership of up to 9 total domestic animals, including the number of cats and dogs more than five (5) months of age.

(2) Any applicant shall pay to the City Treasurer annually a sum as determined in Chapter 42 of the Municipal Code.

(3) Whenever the Director of Community Development or his or her designee, including the City of Hartford Police Department, requests an inspection of the interior and exterior premises of a person holding an animal fancier permit or of an applicant for an animal fancier permit, the animal fancier or applicant shall schedule such an inspection and allow the inspection to be completed no later than ten days after the date of the request. A request for a department inspection under this paragraph may be made by any of the following means:

(a) A written request left at the residence or place of occupation of the applicant or permit holder.

(b) A written request delivered to a competent adult occupant of the applicant's or permit holder's residence.

(c) A written request addressed to the applicant or permit holder at his or her residence and mailed by first class, prepaid mail.

(4) The City may contract with an outside agency qualified in the field of animal welfare to perform inspections under this Section. In the event that an outside agency performs such inspections, the permit holder shall be solely responsible for paying the actual cost of such inspection.

(5) A person who fails to comply with an inspection request or other requirement of this Section shall have their permit revoked and shall be ineligible for an animal fanciers permit for a period of one year. A person who on two or more occasions within a period of five years fails to comply with an inspection request or other requirement of this Section shall be permanently ineligible for an animal fanciers permit.

(6) No person who has a criminal conviction for a violation under ch. 951, Wis. Stats, or who has multiple non-criminal convictions for violations under ch. 951, Wis. Stats., or this chapter shall be issued an animal fancier's permit unless the common council or the committee thereof designated for such purposes, upon the request of the person wishing to hold the permit, determines that the issuance of such a permit is in the best interest of the community, that the person wishing to hold the permit is unlikely to re-offend, and the animals will be properly taken care of. Conditions may be attached to the issuance of a permit in such a situation at the complete discretion of the common council or committee.

(7) A person holding an animal fancier permit who does not conform to the following requirements shall have their permit revoked and shall be ineligible for an animal fanciers permit for a period of one year. A person who is found not to conform to the requirements below on two or more occasions within a period of five years shall be permanently ineligible for an animal fanciers permit.

(a) All animals shall be maintained in a healthy condition, or if ill shall be given appropriate treatment immediately.

(b) The quarters in which the animals are kept shall be maintained in a clean condition and in a good state of repair.

(c) Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein and shall be constructed of nonporous and non-corrosive materials.

(d) Dogs shall be kept in separate enclosures from cats. Dogs and cats over the age of five months shall be housed in separate enclosures with no more than three dogs or three cats contained within the same enclosure.

(e) Food supplies shall be stored in rodent-proof containers and food and water containers shall be kept clean.

(f) Litter or bedding material shall be changed as often as necessary to prevent an odor nuisance.

(g) Feces shall be removed from yards, pens and enclosures at least daily and stored in tightly covered, secure containers until final disposal.

(h) Yards, pens, premises and animals shall be kept free of pest infestations.

(i) No odor nuisance shall be permitted. Any animal holding area containing animals shall be provided with fresh air by means of windows, doors, vents, exhaust fans or air conditioning so as to minimize drafts, odors and moisture condensation.

(j) All animals shall have protection from the elements, whether indoors or outdoors.

21.13 PET SHOPS DEFINITION AND REQUIREMENT OF PERMIT. (1) Shall mean a business establishment where domesticated animals, birds or reptiles are kept for sale, provided, however, a kennel shall not be included within this definition.

(2) No person shall operate a pet shop unless he holds a valid permit issued by the

Health Officer, through the office of the City Clerk. The payment of an annual fee as determined in Chapter 42 of the Municipal Code shall terminate on the last day of December. The conditions of sanitation shall be under the supervision of the City Health Officer, and the structural premises under the supervision of the Building Inspector.

21.14 GROOMING ESTABLISHMENT DEFINITION AND REQUIREMENT OF PERMIT. (1)

Shall mean care or service provided to the exterior of an animal to change its looks or improve its comfort, but shall not mean the treatment of physical disease or deformities.

(2) No person shall operate a grooming establishment unless he holds a valid permit issued by the Health Officer through the office of the City Clerk. The permit fee is as determined in Chapter 42 of the Municipal Code and expires on the last day of December. The fee during the first year of operation will be prorated by the number of months of operation in that year.

EXECUTIVE SUMMARY

Repeal and Recreation of Chapter 26 – Animals and Repeal of Chapter 21 – Health and Sanitation

BACKGROUND:

This Executive Summary addresses two changes to the City's Municipal Code:

Repeal and Recreation of Chapter 26 – Animals: Chapter 26 of the City's Municipal Code contains most of the City's ordinances addressing the keeping and care of animals within the City of Hartford. The revisions to the Code are intended to address several areas of concern.

- 1- **Keeping of Chickens in the City-** the Common Council previously referred the creation of an ordinance allowing for the keeping of chickens in the City to the City Attorney to create an ordinance. The revisions to the Code contain this ordinance, which is located at 26.10 in the revised Chapter 26. This Ordinance is consistent with what was adopted by the City of West Bend and addresses the major concerns with the keeping of chickens in the City.
- 2- **Establishing guidelines for the number of animals allowed to be kept in the City –** The City has occasional issues with property owners keeping large numbers of animals within the City. The City's code has always addressed the number of cats and dogs allowed per property (3 total). The revised Code also establishes a maximum number of animals allowed to be kept in the City – 7 total animals per property – except as otherwise allowed under the fanciers or kennel license.
- 3- **Updates to Vicious Dog provisions –** the provisions of the City's vicious dog ordinance are outdated and the insurance requirement functionally prohibits vicious dogs. Based on my review of similar municipalities, I have modified the vicious dog provisions to prohibit dogs that are determined to be vicious. I have also added provisions addressing dangerous dogs, which are dogs that do not rise to the vicious determination but are still dangerous to the community.
- 4- **Fanciers, Kennel and Groomer licenses –** the provisions pertaining to Fanciers, Kennel and Grooming licenses have been moved to Chapter 26 and updated. Previously these were located within Chapter 21 and under the supervision of a "health officer" which the City has not had for many years.

Repeal of Chapter 21 – Health and Sanitation: Chapter 21 of the Municipal Code establishes provisions for a health officer and provides for various items under the supervision of the health officer. The City has not had a health officer for many years. The specific items within Chapter 21 are being relocated to either Chapter 26 or to Chapter 22 – Nuisances (which will be presented at a future meeting).

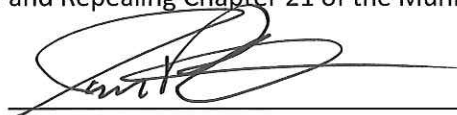
ECONOMIC IMPACT:

There will be minimal impact to the City – there may be some additional staff time spent in inspections and there may be some additional revenue from licenses and ordinance violation citations.

RECOMMENDATION:

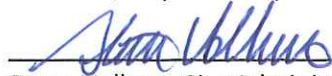
Staff recommends the adoption of the Ordinances Repealing and Recreating Chapter 26 of the Municipal Code and Repealing Chapter 21 of the Municipal Code.

REVIEWED BY:



Ian Prust, City Attorney

DATE: 8-18-22



Steve Volkert, City Administrator

DATE: 8-18-22

Committee Routing: Common Council

August 23, 2022

ORDINANCE NO. 1402

**AN ORDINANCE REPEALING CHAPTER 21 OF THE CODE
ENTITLED HEALTH AND SANITATION**

WHEREAS, the City of Hartford previously established Chapter 21 of the Code which addressed Health and Sanitation within the City; and

WHEREAS, the City of Hartford has not maintained a health officer as described in Chapter 21 for many years and it is in the best interests of the City to repeal the provisions pertaining to the health officer and to relocate the other regulations in Chapter 21 to allow for their enforcement under other Chapters of the Code; and

WHEREAS, based on the foregoing the Common Council has determined that it is in best interests of the City to Repeal Chapter 21 pertaining to Health and Sanitation.

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

SECTION 1. Chapter 21 of the Municipal Code is repealed.

SECTION 2. Chapter 42 of the Municipal Code shall be amended to remove references to violation and licenses fees pertaining to Chapter 21.

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

Timothy C. Michalak
Mayor

Introduced: _____
Adopted: _____

ATTEST:

Lori Hetzel
City Clerk

EXECUTIVE SUMMARY

Ordinance Creating Section 7.115 – Maintenance of Right-of-Way

BACKGROUND:

The City of Hartford has a long-standing policy that the maintenance of the right-of-way adjacent to a property is the responsibility of the property owner. While the City has various ordinances pertaining to the maintenance of sidewalks within the right-of-way, the City does not have any specific ordinances regulating the maintenance of the landscaped area of the right-of-way. There have been several recent issues with property owners contesting their responsibilities for the mowing and maintenance of the right-of-way so it is necessary to adopt an ordinance specifically assigning these responsibilities to the property owners. This ordinance also establishes procedures for determining what may be planted within the right-of-way to prevent line of sight or property maintenance issues.



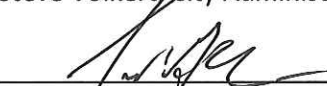
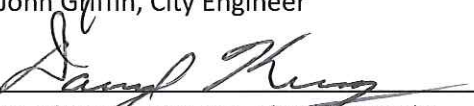
ECONOMIC IMPACT:

Since this is formalizing a long-standing City policy, there will be minimal impact to the City.

RECOMMENDATION:

Staff recommends the adoption of the Ordinance creating Section 7.115 of the Municipal Code.

REVIEWED BY:

 _____ Ian Prust, City Attorney	DATE: <u>8-18-22</u>
 _____ Steve Volkert, City Administrator	DATE: <u>8-18-22</u>
 _____ John Griffin, City Engineer	DATE: <u>8-18-2022</u>
 _____ Daryl Kranz, Director of Public Works	DATE: <u>8-18-22</u>

Committee Routing: Common Council

August 23, 2022

ORDINANCE NO. 1403

**AN ORDINANCE CREATING SECTION 7.115 OF THE MUNICIPAL CODE
REGARDING MAINTENANCE OF RIGHT-OF-WAY**

WHEREAS, the City of Hartford has determined it is in the best interest of the City to establish regulations pertaining to the maintenance of the landscaped areas in the right-of-way to maintain the cohesive aesthetics of the community; and

WHEREAS, the City of Hartford has determined it is necessary regulate the maintenance of the right-of-way to protect the health and safety of the community, including, but not limited to, maintaining visibility of the sidewalk at all times for pedestrian and traffic safety and maintaining sight triangles at intersections.

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

SECTION 1: Section 7.115 of the Municipal Code is hereby created as follows:

Section 7.115 MAINTENANCE OF RIGHT-OF-WAY

1) DUTY OF PROPERTY OWNER OR OCCUPANT. The property owner or occupant shall be responsible for maintaining, in a manner consistent with the Municipal Code, all slopes, sod, grass, ditches, shoulders, berms, side ditch drainage, mailbox approaches, and all part of the right-of-way adjoining or abutting the property, except the pavement area from edge to edge of the street pavement or, where a curb exists, from curb to curb. All landscaped areas addressed in this section shall be maintained with topsoil and established grass, unless otherwise approved by the Public Works department. In lieu of case-by-case approvals, the Director of Public Works may establish general guidelines regulating the installation of other plants within the right-of-way.

2) MAINTENANCE BY CITY. If the right-of-way area is not maintained as required by sub. (1), above, the City may maintain, or cause to be maintained, the right-of-way area and the person in charge of the property shall be charged for the cost of such maintenance. If not paid within 30 days, such charge shall be placed on the tax roll, pursuant to Sec. 66.0627, Wis. Stats.

3) PENALTY. For violations of this section, the City may, as an alternative to or in addition to taking the action specified in Sub. (2), impose a penalty pursuant to Chapter 42 of this Code.

SECTION 2. Chapter 42 of the Municipal Code shall be modified to include citations under Section 7.115 of the Code with the same bond schedule established for other violations of Chapter 7.

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

Timothy C. Michalak, Mayor

Introduced: _____

Adopted: _____

ATTEST:

Lori Hetzel, City Clerk

Memorandum

To: City Council
CC:
From: Steve Volkert, City Administrator
Date: 8/12/2022
Re: Second Quarter General Fund Results

Attached is the second quarter summary comparison of the current year to the five prior years for general fund revenues and expenditures.

The City was at 42.72% of budgeted General Fund Revenues at the end of the current year second quarter. This is slightly higher than the average of the prior 5 years but over \$500k less than the prior year.

The total General Fund expenses for the current year second quarter was 48.09% of total budget. This percentage is the highest of the prior nine years but just by 1-3%. This slight uptick in spending can be attributed primarily to inflationary prices in gasoline and other commodities.

If you look at the Revenues vs. Expenses figures, we are behind by \$587,871, which is in range of prior years. Keep in mind that much of our revenues come in the form of tax payments primarily made in the fourth quarter.

This year, we continue to stress watching their budgets to make sure we can still come in within budget on both expenses and revenue.

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

City of Hartford
Second Quarter Comparisons By Year

General Fund Revenues:

Overall Percentage of Revenues Collected

Second Quarter Total Revenues

Total Budget

Difference Between Years

	2022	2021	2020	2019	2018	2017
	42.72%	48.19%	41.64%	43.61%	38.81%	36.84%
	\$4,681,930.00	\$5,182,663.31	\$4,383,270.21	\$4,583,944.01	\$4,241,983.98	\$4,110,386.35
	\$10,958,439.00	\$10,755,208.00	\$10,527,070.00	\$10,512,055.00	\$10,930,093.00	\$11,158,024.00
	-\$500,733.31	\$799,393.10	-\$200,673.80	\$341,960.03	\$131,597.63	-\$35,496.65

General Fund Expenses:

Overall Percentage of Expenses Used

Second Quarter Total Expenses

Total Budget

Difference Between Years

	2022	2021	2020	2019	2018	2017
	48.09%	42.09%	45.52%	47.57%	46.21%	46.99%
	\$5,269,801.35	\$4,527,242.75	\$4,791,697.61	\$5,000,885.14	\$5,051,209.29	\$5,243,456.35
	\$10,958,439.00	\$10,755,208.00	\$10,527,070.00	\$10,512,055.00	\$10,930,093.00	\$11,158,024.00
	\$742,558.60	-\$264,454.86	-\$209,187.53	-\$50,324.15	-\$192,247.06	\$392,244.24

Revenues vs Expense YTD

	-\$587,871.35	\$655,420.56	-\$408,427.40	-\$416,941.13	-\$809,225.31	-\$1,133,070.00
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EXECUTIVE SUMMARY

APPEAL OF SEX OFFENDER RESIDENCY EXEMPTION DECISION

BACKGROUND:

The City previously received a request for an exemption from the City's sex offender residency ordinance from Brian Schessler. That request went to the Sex Offender Residency Board in July and his request was denied. The City Administrator and I met with Mr. Schessler following the hearing and Mr. Schessler requested that his request be reconsidered. Based on the potential future legal ramifications of his request, I recommended we present an appeal to the Common Council prior to any further proceedings on this issue.

REVIEWED BY:  DATE: 8-18-2022
Steve Volkert, City Administrator

 DATE: 8-18-2022
Ian Prust, City Attorney

Committee Routing: Common Council

August 23, 2022

MISCELLANEOUS

COMMITTEE

REPORTS

FINANCE & PERSONNEL COMMITTEE

August 16, 2022

6:40pm

PRESENT: Chairperson Rusniak, Members Kohler and Sikora, and Alternate Hegy

ALSO PRESENT: City Administrator Steve Volkert, City Engineer John Griffin, Parks & Rec Director Randy Wojtasiak

Call to Order – Chairperson Rusniak called the meeting to order at 6:40 p.m. in the Common Council Chambers of Hartford City Hall, 109 North Main Street.

Roll Call – All members were present, Alderperson Fulop was absent, excused and Alternate Hegy appeared in his place.

Public Comment Period – None.

Discussion and consideration of proposed modifications to 2023 fee schedules for the Parks and Recreation Department, Building Inspection Department, Engineering Department, and Public Works Department – City Administrator Steve Volkert explained that each year at budget time departments go through their fees, fines and forfeitures to see if anything needs to be increased or decreased.

The Committee reviewed each proposed change for the Building Inspection Department. Alderperson Hegy clarified that the additional new fees are for work that was previously completed without charge. Alderperson Sikora asked if any of the fees were applicable to outside entities completing the work. City Engineer John Griffin advised that all work related to these fees would be completed by City employees. Alderperson Kohler asked how often HVAC-Exhaust hoods are completed because the fee for this is almost tripling. Mr. Griffin explained that these inspections are mostly for commercial buildings and do not happen very often. Alderperson Sikora asked if there was an in-depth study completed to determine these changes. Mr. Griffin explained that an in-depth study was not completed, but staff experience was relied upon.

MOTION by Alderperson Kohler, seconded by Alderperson Sikora approving the proposed modifications to 2023 fee schedules for the Building Inspection Department.

MOTION CARRIED UNANIMOUSLY.

The Committee reviewed the proposed changes for the Engineering and Public Works Departments. City Engineer John Griffin briefly explained the need to increase fees for curb, gutter and sidewalk inspections due to increased time spent on these inspections. He explained that excess garbage stickers are increasing by five dollars. He also explained that printing fees will also be increasing.

MOTION by Alderperson Hegy, seconded by Alderperson Sikora approving the proposed modifications to 2023 fee schedules for the Engineering and Public Works Departments.

MOTION CARRIED UNANIMOUSLY.

The Committee reviewed the proposed changes for the Parks and Recreation Department. Director Randy Wojtasiak explained the \$50 increase for interment fees was reflective of prices in nearby communities.

MOTION by Alderperson Sikora, seconded by Alderperson Kohler approving the proposed modifications to 2023 fee schedules for the Parks and Recreation Department.

MOTION CARRIED UNANIMOUSLY.

Adjournment – MOTION by Alderperson Kohler, seconded by Alderperson Hegy for adjournment at 6:52 p.m. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,
Lori Hetzel, City Clerk

FPAUG16.22

Compiled by Samantha Walters, Deputy Clerk

FOR

INFORMATIONAL

PURPOSES

ONLY

CITY OF HARTFORD
MONTHLY TREASURER'S REPORT
JULY 2022

City Bank And Investment Accounts

Bank Accounts:

First National Bank

Concentration Account	Acct# 12555901	Average Monthly Balance \$2,285,266
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First Bank Financial Centre

DOD Rehab Loan Fund Acct	Acct# 55001017	Average Monthly Balance \$77,689
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Investments:

Local Government Investment Pool	Current Balance \$18,132,148
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Charles Schwab	Current Balance \$18,093,919
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Certificates of Deposit At Local Banks	Current Balance \$4,500,000
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Respectfully submitted,



Dawn Timm
Finance Director/Treasurer