

**AGENDA
CITY OF HARTFORD COMMON COUNCIL
CITY HALL COUNCIL CHAMBERS
TUESDAY, OCTOBER 13, 2026
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 September 22, 2026.

5) COMMUNICATIONS

A) Discussion and consideration of canceling the second Common Council meeting in December, 2026.

B) Overview of flock cameras.

C) Overview of parking regulations.

D) Overview of Innovation Way and DJS/Wisconsin Stamping project.

6) APPEARANCES/CITIZENS COMMENTS

7) MAYOR'S REPORT

A) Pedestrian Safety Proclamation.

B) Appointment of Martin Glodoski as an Election Official.

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) PUBLIC HEARINGS

A) Recommendation to approve a Hartford City Taxi fare increase in 2027.

1) Opening of Hearing

2) Reading of Notice

3) Explanation of hearing by staff person

4) Appearances for

5) Appearances against

- 6) Discussion by Council
- 7) Closing of Hearing
- 8) Action: Resolution No. 3793 – A resolution to increase the 2027 Hartford City Taxi passenger fare for in City trips. (Executive Summary attached)

10) STANDING COMMITTEE REPORTS

A) FINANCE & PERSONNEL

- 1) Discussion and consideration to approve the purchase of two replacement chair lifts from Horizon Commercial Pools for the price of \$16,930 and approving an additional \$500 to cover any hardware needs. (Executive Summary attached).

B) PUBLIC WORKS

C) UTILITY

11) RESOLUTIONS AND POSSIBLE ACTION THERON

- A) Resolution No. 3795 - A Resolution creating and setting monthly fees for residential garbage collection services. (Executive Summary attached).

12) ORDINANCES

A) FIRST READING AND POSSIBLE ACTION THERON

- 1) Ordinance No. 1543 – An Ordinance to amend Sections 42.03 and 42.04 under Chapter 42 of the Municipal Code. (Executive Summary attached).
- 2) Ordinance No. 1547 – An Ordinance repealing and recreating Chapter 6 of the City of Hartford Municipal Code entitled Fire Department. (Executive Summary attached).

B) SECOND READING AND POSSIBLE ACTION THERON

13) CITY ADMINISTRATOR'S REPORT

- A) Discussion and consideration of amendments to the draft 2027 City of Hartford Operation and Utility Budget and order to publish.
- B) Discussion and consideration to approve Hometown Builders Unlimited of Slinger, WI to remove and replace the south roof deck at the Jack Russell Memorial Library for a total cost not to exceed \$65,570.96. (Executive Summary attached).
- C) Discussion and consideration to approve J & H Heating of Port Washington, WI to remove and replace the boiler system at the Jack Russell Memorial Library for a total cost not to exceed \$41,461.50. (Executive Summary attached).

14) ADJOURNMENT

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

**CITY OF HARTFORD
COMMON COUNCIL
September 22, 2026**

The Common Council of the City of Hartford, Washington and Dodge Counties, Wisconsin, met for its regularly scheduled meeting on Tuesday, September 8, 2026, 7:00 p.m., in the Common Council Chambers of Hartford City Hall, 109 North Main Street, Mayor Dennis Regan presiding.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

The Mayor and all Alderpersons were present with Alderperson Kohler appearing via Zoom.

UNANIMOUS CONSENT AGENDA

MOTION by Alderperson Rusniak, seconded by Alderperson Turchi approving the following items:

1. The Common Council minutes of September 8, 2026.
2. Approving the aeration basin rehabilitation by accepting the low bid from Staab Construction in the amount of \$2,963,000.
3. Approving the Baxter & Woodman proposal for engineering and design services for Well 15 PFAS treatment facility, with a cost not to exceed \$719,000, and authorizing Hartford Water Utility to proceed with the work on a time-and-materials basis.
4. Approving the Application for the Sewer Lateral Replacement Reimbursement by David Schlotthauer, 122 Highland Avenue at a cost not to exceed \$3,500.00.

MOTION CARRIED UNANIMOUSLY.

MAYOR'S REPORT

Mayor Regan would like to thank the BID for the annual dinner they hosted at the Schauer Center. He also thanked everyone who attended Oktoberfest that was set up by The Mill. Mayor Regan also gave an update on the latest Mid-Moraine Dinner that was held.

ALDERMANIC REQUESTS

Alderperson Savage thanked the Mill for all their hard work with Oktoberfest.

Alderperson Pechacek also noted that the BID dinner and the Mid-Moraine dinner were both great events.

STANDING COMMITTEE REPORTS

Public Works

1. Discussion and consideration to approve a contract with Wetzel Construction to install 430 square feet of 4-inch and 6-inch concrete sidewalk for the cost of \$6,452.00 at Centennial Park.

a. City Engineer Chris Walter noted that there have been some resident concerns regarding making Centennial Park more handicap accessible. The proposed concrete work for the sidewalk will not impact the existing landscape.

MOTION by Alderperson Waldvogel, seconded by Alderperson Webb approving a contract with Wetzel Construction to install 430 square feet of 4-inch and 6-inch concrete sidewalk for the cost of \$6,452.00 at Centennial Park.

MOTION CARRIED UNANIMOUSLY.

**RESOLUTIONS
AND POSSIBLE ACTION THEREON**

1. Resolution No. 3794 – A Resolution of the City of Hartford requesting participation and County assistance through the Washington County Shared Services Grant Program for Countywide Fire/Emergency Medical Services (EMS).

a. City Administrator Volkert and Fire Chief Tony Burgard informed the Common Council that Washington County is now asking Communities to opt in to the grant program for the EMS program. This agreement states that yes; the city would like some of the money that will be divvied out for specifically EMS services. City Administrator Volkert went over the numbers on what would be distributed to the City of Hartford and how Washington County got to that amount.

MOTION by Alderperson Kirley, seconded by Alderperson Garza for the adoption of proposed Resolution No. 3794.

MOTION CARRIED UNANIMOUSLY.

**ORDINANCES
FIRST READING AND POSSIBLE ACTION THERON**

1) Ordinance No. 1544 – An Ordinance to amending Chapter 340, Schedule B, of the city of Hartford Municipal Code regarding parking zones to add a no parking zone at W. State Street, north side, from Forest Street to the east 60 feet.

a. City Engineer Chris Walter stated the Police Department addressed concerns regarding visibility for oncoming traffic when vehicles are parked in the area. Adding a no-parking restriction would improve visibility by approximately 60 feet.

MOTION by Alderperson Waldvogel, seconded by Alderperson Pechacek to suspend the rules for immediate consideration of proposed Ordinance No. 1544.

MOTION by Alderperson Webb, seconded by Alderperson Savage for the adoption of proposed Ordinance No. 1544.

MOTION CARRIED UNANIMOUSLY.

2) Ordinance No. 1545 – An Ordinance amending Chapter 340, Schedule B, of the city of Hartford Municipal Code regarding parking zones to remove the no parking zone at West State Street from a point 15 feet west of the entrance to the parking lot of St. John's United Church of Christ to a point 15 feet east of said entrance.

a. City Engineer Walter informed the Council that this parking restriction was used for St. John's Church of Christ. Since the church is no longer in use the parking restrictions can be lifted.

MOTION by Alderperson Kirley, seconded by Alderperson Garza to suspend the rules for immediate consideration of proposed Ordinance No. 1545.

MOTION by Alderperson Webb, seconded by Alderperson Turchi for the adoption of proposed Ordinance No. 1545.

MOTION CARRIED UNANIMOUSLY.

CITY ADMINISTRATOR'S REPORT

1. Discussion and consideration of a Subdivision Concept Plan for Winterpark Builders, LLC, (Tax Keys: 36-0704-001-007, 36-0704-003-005, & 36-1801-003-004).

a. City Planner Jacob Maas stated that this will be discussion only, no action is needed to be made at this time. The concept plan consists of 111 single family homes, 94 ranch village units, 116 town home units, and 200 apartment units. The proposed lot is 96.92 acres. Scott Simon was in attendance with Winterpark Builders, LLC for any questions.

ADJOURNMENT

MOTION by Alderperson Savage, seconded by Alderperson Pechacek for adjournment at 7:53
p.m.

MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,
Shanna Kreilkamp, City Clerk

CCSEPT22.26



CITY HALL • 109 NORTH MAIN STREET • HARTFORD, WI 53027

Pedestrian Safety Proclamation

WHEREAS, safe, accessible streets are essential for the well-being of all residents, including children, older adults, and people with disabilities; and

WHEREAS, thousands of Wisconsinites, including over 100,000 with vision loss, rely on sidewalks, curb ramps, accessible pedestrian signals, white canes, and service animals to navigate public spaces safely; and

WHEREAS, Wisconsin's White Cane Law requires drivers to stop at least 10 feet from pedestrians using a white cane or service animal, reinforcing the need for driver awareness and pedestrian respect; and

WHEREAS, communities can reduce injuries and save lives by investing in proven pedestrian safety infrastructure such as high-visibility crosswalks, traffic calming, and accessible design; and

WHEREAS, raising awareness of pedestrian rights and responsibilities promotes a culture of safety and inclusion for all road users;

NOW THEREFORE, BE IT RESOLVED that I, Dennis J. Regan, Mayor of the City of Hartford, on behalf of the residents of the City of Hartford do hereby proclaim October as **PEDESTRIAN SAFETY MONTH** and October 15, 2026 as **WHITE CANE SAFETY DAY** in the City of Hartford and call on all residents, leaders, and lawmakers to prioritize safe, accessible streets year-round.

The Honorable Dennis J. Regan
Mayor of the City of Hartford, Wisconsin

Executive Summary

Title: Recommendation to approve a Hartford City Taxi fare increase in 2027

Background: The Hartford City Taxi shared ride service includes passenger fares to help offset the operational costs of the service. The 2027 Hartford City Taxi budget plan includes a recommendation for a .50 cent fare increase for all in city shared ride trips. In city trip fare refers to trips with pick-up/drop/off in the City of Hartford corporate limits. The last time the fare increased was in 2025. In addition to taxi fares, the operational expenses for the Hartford City Taxi are offset through federal Transportation Administration (FTA) Wisconsin DOT grant funds and the City of Hartford tax levy support. As a grant funded taxi service, the City is required to provide to the public opportunity to share opinion and comment on fare adjustments and operational changes that may be proposed. The October 13, 2026 City Council meeting provides a public hearing opportunity as it concerns the 2027 proposed fare increase where interested persons or agencies may be heard with respect to the social and economic aspects of the fare increase. A public notice published on September 25, 2026 concerning the hearing and the proposed fare increase afforded the opportunity for persons to communicate to the Transit Manager oral and written comments which were to be submitted by October 9, 2026. There were no comments received. Additionally, the City through the 2027 annual budget meeting includes City Council review of the budget on October 13, 2026. At this meeting the public has opportunity to be heard and provide feedback on the 2027 annual budget and the final 2027 budget approval by the City Council is scheduled for November 10, 2026. The resolution attached concerns the recommendation to increase the fare.

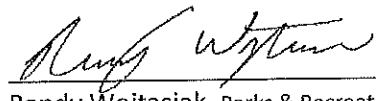
Approving a .50 cent fare increase would result in the following ridership fares in 2027 for a City trip. Regular passenger fare \$4.75, Senior (60 and up) and handicap with card passenger fare \$4.50, Taxi Ticket purchase (8 ride tickets) \$36.00. Children 3 and under free accompanied by parent or guardian/responsible person. Wait time \$.50/minute, mileage \$1.50/mile, and package pick-up \$9.00.

Fiscal Impact: The 2027 total revenue through passenger fares/charges with the proposed increase of .50 cents is estimated at \$65,717.

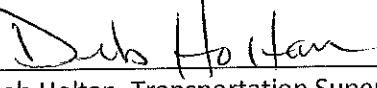
Staff Recommendation: Adoption of resolution No. 3793, a resolution for increasing the 2027 Hartford City taxi fare by .50 cents for in city trips.

Rationale:

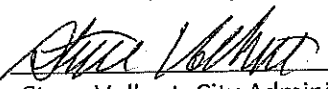
- Offset increasing operational costs.
- The additional fare revenue will help maintain financial stability of the shared ride service.
- The \$.50 increase is a modest adjustment to ask of the users.

Prepared by: 
Randy Wojtasiak, Parks & Recreation Director/ Transit Manager

9/3/26
Date

Reviewed by: 
Deb Holtan, Transportation Superintendent

9-17-26
Date

Approved by: 
Steve Volkert, City Administrator

9-18-26
Date

Routing: Hartford City Council 10/13/26

Resolution No. 3793

A resolution to increase the 2027 Hartford City Taxi Passenger Fare for in City trips.

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

- 1) The City of Hartford 2027 budget for the City Taxi service includes a proposed .50 cent fare increase for in city taxi trips. In city trip fare refers to any trip that travels within the City of Hartford official corporate limits. The City Council approval of the 2027 budget is scheduled for November 10, 2026 meeting in the City Council Chambers, room 178, 109 North Main Street and includes the 2027 proposed City Taxi operations budget. Prior to the scheduled final budget approval meeting the City Council will discuss and approve any budget changes at the October 13, 2026 meeting.
- 2) The posting of an official notice concerning a public hearing opportunity was published in the Daily Newspaper on September 25, 2026 and further listed that the hearing concerned proposed .50 cent fare increase for a city trip.
- 3) A public hearing was held in the City Hall Common Council Chambers, room 178, 109 North Main Street on October 13, 2026 at 7:00 PM, allowing for public input concerning the 2025 taxi fare increase.
- 4) In consideration of review and discussion and the public opportunity for comment regarding the proposed fares for the Hartford City taxi service, the following 2027 fare for a city trip will be charged.

Regular Passenger Fare	\$4.75
Senior/handicap with card	\$4.50
Taxi Ticket package	\$36.00 (8 in city ride ticket package)
3 & under with parent/responsible person	Free
Wait time	\$0.50/minute
Mileage	\$1.50/mile
Package Pick-up	\$9.00

Signed

Dennis J. Regan, Mayor

Introduced: October 13, 2026
Adopted: October 13, 2026

ATTEST:

Shanna Kreilkamp, City Clerk

NOTICE OF PUBLIC HEARING

CY 2027 Operating Assistance for Hartford City Taxi

Notice is hereby given that a public hearing will be held by the City of Hartford at 109 N. Main Street, Hartford, WI, in the Common Council Chambers, at 7:00 p.m. on October 13, 2026, for the purpose of considering a taxi fare increase for which federal operating assistance under Section 5311 of the Federal Transit Act is being sought, generally described as follows:

The City of Hartford is applying for federal assistance for the Hartford City Taxi service for the period of January 1, 2027, through December 31, 2027. The service area of the Hartford City Taxi includes the City of Hartford and one mile outside the city limits.

The City of Hartford is proposing a 50-cent fare increase above the current standard fare of \$4.25 and the senior/handicap fare of \$4.00. The City is also considering a 25-cent-per-minute increase for wait times and a 25-cent-per-mile increase for mileage.

At the hearing, the City of Hartford will afford interested persons or agencies an opportunity to be heard with respect to the social and economic aspects of the proposed fare increase. Interested persons may submit oral or written evidence and recommendations regarding the proposed fare increase.

Additionally, written comments will be considered if sent to:

Randy Wojtasiak
125 N. Rural St.
Hartford, WI

Written comments must be received by October 9, 2026.

Shana Kreilkamp

Hartford City Clerk

Executive Summary

Title: Lutz Indoor Pool Chair Lift Replacements

Background: The 2027 Capital Improvement Program (CIP) budget includes \$20,000 in approved City funding to purchase replacement chair lifts for accessibility of the Lutz Indoor leisure and therapy pools. Both lifts are original to the building from 2000. In the harsh environment of the pool, these chairs have met and surpassed their lifespans after 26 years. The therapy pool chair has multiple issues and does not consistently work. We were operating on one battery for both chairs and now that battery has failed. We have 2026 CIP funds to cover this purchase now instead of buying a \$1,100 battery for three months of use.

Quotes were requested from the following vendors:

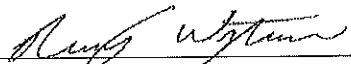
Horizon Commercial Pools	\$16,930.00
Carrico Aquatic Resources Inc.	\$18,640.39
Neuman Pools Inc.	\$21,006.70

Fiscal Impact: The approved budget is \$20,000 from GO Debt. The department also received a \$1,050 donation from the Hartford Rotary Club to help offset this cost. The Horizon Commercial Pools quote for \$16,930.00 is within the approved budget.

Staff Recommendation: Staff recommends the purchase of two replacement chair lifts from Horizon Commercial Pools for the price of \$16,930.00 and approving an additional \$500 to cover any hardware needs.

Rationale:

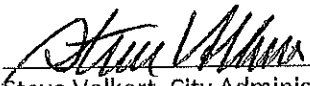
- The purchase ensures the accessibility of our pools per ADA requirements.
- Purchasing now saves \$1,100 on the 2026 operational budget.
- The purchase is within budget, and we are able to utilize unused 2026 GO Debt to make this purchase now instead of waiting until 2027.

Prepared by: 
Randy Wojtasiak, Parks and Recreation Director

10/5/26
Date

Reviewed by: 
Jeralyn Multhaupt, Finance Director

10/6/2026
Date

Approved by: 
Steve Volkert, City Administrator

10/6/26
Date

Routing: Parks and Recreation Commission 10/6/2026
City Council 10/13/2026



Horizon Commercial Pools
12900 W Silver Spring Dr
Butler WI 53007

Phone: (262) 783-6040
Email: office-wi@horizonpoolsupply.com

Quote

Quote No. QUO14718

Date: 9/29/2026

Customer:

City of Hartford Rec Dept.
125 N Rural St
Hartford, WI 53027

CUS12790

Contact:

Mobile:
Email:
Requested By: Mike Fritz
Phone:

TOTAL

\$16,930.00

Expiration Date: 10/29/2026

Quoted By:	chris.losinski@horizonpoolsupply.com	Consultant	Acct Manager
Chris Losinski		Bryan Ziefle	

Quantity	Item	Price	Total
1	SV-RENO Remove existing ADA lifts and replace with new. Scope assuming the current anchors can be reused	\$16,930.00	\$16,930.00
2	SPM-163370-DLX SPECTRUM MOTION TREK 350 DELUXE LIFT, NO ANCHOR	\$0.00	\$0.00

- Products and equipment used to complete job are subject to applicable state and city sales taxes.
- Estimates exceeding \$2,000 will require a payment of 50% upon acceptance and the remainder is due Net 10 Days.
- This quote, once signed, is a contract between Horizon Commercial Pools and the property owner.

Subtotal	\$16,930.00
Shipping Cost	\$0.00
Tax Total (%)	\$0.00
Total	\$16,930.00

ACCEPTANCE OF QUOTE – I am authorized to sign on behalf of the owner and I have read the attached Terms and Conditions and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment (s) will be made as specified.

Accepted By:

Date:

Authorized Signature:



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

October 2, 2026

Mike Fritz
City of Hartford Recreation Center
125 North Rural Street
Hartford, Wisconsin 53027

RE: ADA Pool Lifts

Dear Mike,

Thank you for allowing Carrico Aquatic Resources, Inc. the opportunity to work with the City of Hartford Recreation Center and provide a proposal for replacing your ADA Pool Lifts.

ADA Pool Lift:

(2) Spectrum Motion Trek Pool Lifts

- 350-pound operating load capacity
- Self-operable from the deck and water
- 90 lifts per battery charge
- All stainless steel construction (electropolished 304L grade)
- Coated with Spectra Shield® for maximum corrosion protection
- Stabilizer bar significantly improves lift stability during transfer
- Spacious seat with excellent lumbar support designed for ease of transfer
- Rotationally and vertically powered with 360-degree continuous powered rotation

The lifts will be shipped to Carrico Aquatic Resources and inspected for order completion and damage. Carrico Aquatics will then call the Rec Center to schedule the installation with your team.

Your investment for the lifts listed above is sixteen thousand three hundred forty and 39/100 dollars (\$16,340.39) plus shipping estimated at twelve hundred and 00/100 dollars (\$1,200.00).

Labor for removal of the two existing lifts, installation, and complete testing to ensure proper operation will be billed on a time and material basis not to exceed \$1,100.00. Disposal of the lifts is the responsibility of the Recreation Center.

Terms for this sale are:

- Prices are firm for 30 days from the date of this proposal.
- Payment Terms: Net 30 from date of invoice.
- Past due accounts will be charged a late fee of 1.5% per month.
- This price does not include taxes.

If you have any questions, please feel free to contact our office toll free at 800-832-7147. If you find this proposal acceptable, please indicate below and email a copy curtis@carricoaquatics.com.

Thank you,

Curtis Momsen
Account Manager
Carrico Aquatic Resources, Inc.

ACCEPTANCE OF PROPOSAL

Accepted by: _____ Date: _____ P.O.# _____



SERVICE CONTRACT

Date: 10.05.26
Owner Address: City of Hartford
109 N Main Street
Hartford, WI 53027
Attn: Mike
Phone: (262) 673-8298
Email: mfritz@harford.wi.gov

SCOPE OF SERVICES:

Replacement of (2) ADA pool chair lifts

- Removal and disposal of (2) existing BP350 ADA Lift Chairs
- Installation of (2) new BP350 ADA Lift Chairs
- Travel, materials & installation

NOTES:

- If any further repairs are required, they will be billed additionally.

PRICING – VALID FOR 30 DAYS

Price: \$ 21,006.70
Tax: \$ EXEMPT
Total: \$ 21,006.70

PAYMENT TERMS

50% initial payment and 50% due upon completion.

SIGNATURES

Owner has read and understands the payment terms, conditions, and lien rights.

Neuman Pools, Inc.

Signature: _____

Elizabeth Kelm – Service Coordinator

Date: _____

Owner

Signature: _____

Print Name / Title: _____

Date: _____

BUILDING YOUR IMAGINATION

W9684 Beaverland Parkway | PO Box 413 | Beaver Dam, WI 53916 | 920-885-3366 | neumanpools.com

WISCONSIN LIEN RIGHTS

As required by Wisconsin Construction Lien Law, NEUMAN POOLS, INC. hereby notifies the Owner that persons or companies furnishing labor or materials for construction on Owner's land may have lien rights on Owner's land and buildings, if not paid. Those entitled to lien rights, in addition to NEUMAN POOLS, INC., are those who contract directly with the Owner, or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction improvement. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction improvement and should give a copy of each notice received to his mortgage lender, if any. NEUMAN POOLS agrees to cooperate with the Owner and their lender, if any, to see that all potential lien claims are duly paid.

SALES TERMS AND CONDITIONS

Terms and Conditions. These terms and conditions shall apply to all orders or transactions entered into by and between the buyer listed on this order ("Buyer") and Neuman Pools, Inc. ("NPI"). NPI will accept orders, sell Products and Services (defined below), and do business only on these terms and conditions. These terms and conditions, the terms and conditions on the first page of this order and any NPI quotation accepted by Buyer, shall be collectively referred to hereinafter as the "Agreement." As used herein, "Products and Services" shall mean all items being sold by NPI to Buyer, whether materials, products to be manufactured or delivered, services to be rendered or any combination thereof. NPI's acceptance of Buyer's order is expressly conditioned on Buyer's unqualified acceptance of the Agreement. Buyer, upon placing an order for the purchase of Products and Services shall be deemed to have accepted all the terms and conditions of the Agreement without modification. Buyer may also accept an order in writing or electronically. Unless otherwise agreed to in a writing signed by NPI, any term or condition contained in any Buyer purchase order or other form or correspondence that purports to add to or is in any way inconsistent with the Agreement shall be inapplicable and of no force or effect whatsoever.

Time of Delivery. NPI shall use commercially reasonable efforts to fill Buyer's orders within the time stated but in no event shall NPI be liable for any damages associated with NPI's inability to meet any such timeframes or deadlines.

Price; Taxes. Unless otherwise stipulated, all prices stated in NPI's quotations shall be good only for a period of thirty (30) days from the date of such quotation. Thereafter, the price for Products and Services sold hereunder shall be NPI's price in effect as of the date of shipment. Unless specifically otherwise set forth in the Agreement, Buyer shall be responsible for obtaining any and all permits or other governmental approvals required in connection with the Products and Services, and prices do not include the cost of such approvals, cost of freight or handling, cost or charges for insurance or any production, sales, use, transfer, transportation, excise or other taxes, tariffs, or customs duties, or costs arising from unforeseen, concealed or unusual conditions or circumstances, and Buyer shall pay directly or be charged by NPI for all such costs and/or charges in addition to the price(s) of the Products and Services supplied hereunder and Purchaser shall be obligated to pay such charges and costs on the same terms as apply to payment of the price(s) hereunder. NPI may make partial shipments.

Shipment; Payments. As applicable, all materials and products shall be shipped F.O.B. NPI's plant, unless otherwise agreed. Risk of loss and title to Products and Services shall pass to Buyer upon performance of the services and delivery of the material or products to the carrier for shipment. Payment of each invoice shall be due, without deduction or setoff, within thirty (30) days of the invoice date. Interest of 1.5% per month will be added to all amounts outstanding more than thirty (30) days.

Specifications. NPI may make any change in design of, or in the way it manufactures or produces, any Product if, in NPI's sole judgment, such changes are necessary or desirable to improve the safety or performance of such Product.

Cancellation. Buyer may not cancel orders placed with NPI, except with NPI's prior written consent and then only if Buyer makes payment to NPI to indemnify it against all loss and damage incurred by NPI on account of such cancellation.

Inspection. Buyer shall inspect all Products and Services within ten (10) days after receipt thereof and shall notify NPI of any rejection of such Products and Services within such ten (10) day period, after which Buyer shall be deemed to have accepted such Products and Services.

Security Interest. Buyer hereby grants to NPI and NPI hereby retains a security interest in all materials and products sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, and all proceeds from the sale or other disposition of the foregoing. Buyer hereby authorizes NPI and its agents to file any financing statements and other documents necessary to create, perfect and maintain the perfection of the security interest granted hereunder.

LIMITED WARRANTY. NPI warrants to Buyer that (a) at the time of delivery, the Products and Services shall conform to the written specifications approved by NPI for such Products and Services; and (b) the Products and Services shall be free from defects in material and workmanship. **THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY AND ALL OTHER EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. NO WARRANTY IS MADE WHICH EXTENDS BEYOND THAT WHICH IS EXPRESSLY CONTAINED HEREIN.**

Inspection and Return under Warranty. Buyer must give written notice to NPI of any suspected defect in the Products and Services within the above-described inspection period; otherwise, Buyer will be deemed to have accepted such Products and Services. Buyer must obtain a return authorization from NPI prior to returning any materials or products for warranty service under this Section. Buyer shall be responsible for all costs and expenses associated with returning the materials or products to NPI for warranty service. NPI reserves the right to apply a restocking charge of 35% of the purchase price of the returned goods, plus freight charges to all returns.

LIMITATION OF LIABILITY. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND, IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF NPI WITH RESPECT TO ANY CLAIMS UNDER THE AGREEMENT OR REGARDING THE EQUIPMENT, SERVICES, WORK, SPARE OR

REPLACEMENT PARTS AND SERVICES INCIDENTAL THERETO AS FURNISHED HEREUNDER, WHETHER BASED IN CONTRACT, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCTS AND SERVICES UPON WHICH ANY SUCH CLAIM IS BASED. IN NO EVENT SHALL NPI BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY.

Indemnification. Buyer shall defend, indemnify and hold NPI and its officers, directors, shareholders, affiliated companies, employees, agents and representatives harmless against any claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) resulting from or otherwise connected with any of the following: (a) bodily injury, death or property damage caused by Buyer's or its agents' acts or omissions with respect to the Products and Services; or (b) any design, specification, material or component supplied or approved by Buyer for the design, manufacture, installation, repair or services in connection with the Products and Services.

Intellectual Property Rights. NPI shall retain all intellectual property rights in and to the Products and Services, including, without limitation, any rights under patents as well as any unpatented information such as trade secrets, confidential information, trademarks, trade dress or copyrights. Nothing in the Agreement shall be deemed or construed to be a transfer or license of any of NPI's intellectual property. Buyer shall obtain rights to such intellectual property only to the extent that NPI may grant such rights in writing.

Force Majeure; Remedies; Limitation of Actions. NPI shall not be liable for any delay in the performance of the Agreement by reason of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, terrorism, governmental action or any other cause which is beyond the reasonable control of NPI. In the event of any such delay, NPI's performance hereunder shall be postponed by such length of time as may be reasonably necessary to compensate for the delay. Each of the rights and remedies of NPI under the Agreement is cumulative and in addition to any other or further remedies provided under the Agreement or at law or equity. Any action by Buyer for any loss or damage with respect to the Agreement shall be commenced within one (1) year from the earlier of the date of: initial operation, substantial completion, last date of services or date of shipment, as applicable.

Miscellaneous. If any court of competent jurisdiction determines that any provision of the Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed in the Agreement. Buyer may not assign any of its rights, duties or obligations under the Agreement without NPI's prior written consent. The rights of all parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Wisconsin, without giving affect to principles of conflicts of law. The parties agree that any action arising out of the Agreement or in connection with the goods covered hereunder shall be brought in the federal, state or local court located in or otherwise having jurisdiction over Dodge County in the State of Wisconsin and the parties hereby consent to personal jurisdiction in such courts and waive any objection based on jurisdiction or venue of any such action.

EXECUTIVE SUMMARY

APPROVAL OF MOVING GARBAGE COLLECTION FEE FROM TAX LEVY TO MONTHLY FEE

BACKGROUND:

The Common Council has been aware of the financial difficulties facing the City for over two years now.

At their May 12th, 2026, Common Council meeting, the Hartford Council approved a list of cuts in expenses and increases to revenues to offset some of the budget shortfalls. On that list was the moving of garbage collection from tax levy to monthly fee.

After reviewing all costs associated with garbage collection services, it was calculated that the initial monthly fee would be \$10.66 per household for this service on a monthly utility bill.

If approved, residents would be notified of this change to their monthly utility bill in November with the first bill with the charge not coming out until January 2027.

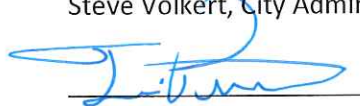
ECONOMIC IMPACT:

The city would be removing \$667,742 off the tax roll and distributing this same amount on monthly bills.

STAFF RECOMMENDATION:

The Staff recommends the Council approve the transfer of garbage collection services fees from the tax levy to a monthly utility billing.

REVIEWED BY:  DATE: 9-17-26
Steve Volkert, City Administrator

 DATE: 9-20/26
Tim Puestow, City Public Works Director

Committee Routing: Finance and Personnel
City Council

October 13th, 2026
October 27th, 2026

Resolution Creating and Setting Monthly Fees for Residential Garbage Collection Services

Whereas the City of Hartford provides collection services for garbage and recycling to residential properties in the City; and

Whereas the City of Hartford had previously transferred the recycling fee from the property tax levy to a monthly fee on residential utility bills; and

Whereas the cost of providing garbage collection services is presently paid out of the City's property tax levy; and

Whereas Wisconsin's Levy Limit Law places a strict limit on the amount that the City's tax levy can increase each year; and

Whereas the cost of providing garbage collection services through a private contracted company has increased at a percentage rate above the city's ability to tax for it, leading to unsustainable funding for such services; and

Whereas the City desires to continue providing garbage collection services for the benefit of the health, safety, and welfare of the City's residents; and

Whereas garbage collection services may be funded by a fee charged to residents instead of being funded by the tax levy; and

Whereas because garbage collection is a "covered service" under the Levy Limit Law, if the funding for that service is switched from the tax levy to a fee then the City's tax levy must be reduced by an amount attributable to fees collected for garbage collection services, subject to certain limits; and

Whereas garbage collection services can only be sustained for the City's citizens if revenues for those services can be increased at a rate greater than the Levy Limit Law would otherwise allow; and

Whereas funding garbage collection by a fee rather than through the tax levy is the most responsible way to ensure that vital garbage collection services continue to be provided by the city;

Now therefore, the Common Council of the City of Hartford does resolve as follows:

- 1.** Garbage collection and disposal services provided by the City of Hartford shall be funded by the imposition and collection of a monthly fee, rather than by the property tax levy.
- 2.** The fee shall be charged to the owner of the property as shown in the City's tax records.
- 3.** The fee shall be set annually by the Common Council by resolution, which shall also specify payment terms for each year. A public notice shall be published annually stating the fee amount and payment terms. The notice shall be posted in three public places and published as a Class 1 notice in the Washington County Daily News or successor official newspaper, no later than 21 days before the date the first monthly fee is due. Any fee payments that are not made by the due date shall automatically be added to the property tax bill as a special charge pursuant to Wis. Stat. §66.0627(2).
- 4.** The fee shall not be payable in installments.

5. The initial fee shall be \$10.66 per month and shall be charged per each City-issued garbage cart
6. The initial fee due date shall be the same date as the rest of that months utility bill.

Passed and adopted the 13th day of October, 2026.

Dennis J Regan, Mayor

Shanna Kreilkamp, City Clerk

EXECUTIVE SUMMARY

Title: An Ordinance amending Sections 42.03 and 42.04 of the Municipal Code relating to Cemetery fees, Emergency Medical Services fees, Fire Department fees, Hartford Recreation Center membership fees, Veterans Memorial Aquatic Center fees, building inspection fees, electrical fees, engineering/streets fees, planning fees and plumbing fees.

Background: City departmental staff reviewed its fee structures for various licenses and permits, etc. as the fees needed to be updated. As such, staff compared several of its fees to other communities and found that some fees lagged behind other communities. Therefore, staff proposed changes to bring the City's fees in line with the average fees of other communities and to help offset increasing operational expenses.

Fiscal Impact: These fee increases will place the City's fees in line with average fees of other communities and will help offset increasing operational costs.

Recommendation: Staff recommends approval of Ordinance No. 1543, an Ordinance amending Sections 42.03 and 42.04 of the Municipal Code relating to Cemetery fees, Emergency Medical Services fees, Fire Department fees, Hartford Recreation Center membership fees, Veterans Memorial Aquatic Center fees, building inspection fees, electrical fees, engineering/streets fees, planning fees and plumbing fees.

Rationale: City department staff wanted to make sure its fees lined up with those of neighboring communities without waiting too long as the suggested increase may be larger the longer it waited. Staff also needed to make sure to offset their increasing operational expenses.

Prepared by:	<u>Shanna Kreilkamp</u>	<u>10/5/26</u>
	Shanna Kreilkamp, City Clerk	Date
Reviewed by:	<u>Randy Wojtasiak</u>	<u>10-6-26</u>
	Randy Wojtasiak, Parks & Recreation Director	Date
Reviewed by:	<u>Tony Burgard</u>	<u>10/7/2026</u>
	Tony Burgard, Fire & Rescue Chief	Date
Reviewed by:	<u>Jacob Maas</u>	<u></u>
	Jacob Maas, City Planner	Date
Reviewed by:	<u>Chris Walter</u>	<u>10/9/26</u>
	Chris Walter, City Engineer	Date
Reviewed by:	<u>Jeralyn Multhauf</u>	<u>10/9/2026</u>
	Jeralyn Multhauf, Finance Director	Date
Approved by:	<u>Steve Volkert</u>	<u>10-5-26</u>
	Steve Volkert, City Administrator	Date

Routing:	Finance & Personnel	10/13/2026
	City Council	10/13/2026

Ordinance No. 1543

AN ORDINANCE TO
AMEND SECTIONS 42.03 AND 42.04 UNDER CHAPTER 42
OF THE MUNICIPAL CODE

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

SECTION 1: Amend the following fees under Section 42.04, pertaining to Administration:

ADMINISTRATION

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>
Special Assessment Letters	N/A	\$100.00 110.00 within 3 days \$65.00 75.00 within 5 days

* * *

SECTION 2: Amend the following fees under Section 42.04, pertaining to Cemetery Fees:

CEMETARY

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>
Lot Sale (4' x 10')		
Resident	27.03 (1)	\$750.00 900.00
Nonresident	27.03 (1)	\$1,500.00 1,800.00
Cremation/Baby Section Lots (3' x 5')	27.03 (2)	\$550.00 700.00
Cremation/Baby Section Lots (Nonresident)		\$1,100.00 1,400.00
Columbarium Niche (Resident)	N/A	\$1,300.00 1,500.00
Columbarium Niche (Nonresident)		\$2,700.00 3,000.00
Deed Transfer Administrative Fee	N/A	\$50.00

The sale of lots outside the weekday business hours of Monday through Friday, 7:00 a.m. to 3:00 p.m., will result in an additional processing charge of ~~\$75.00~~ 100.00 on the sale.

Interment

Adults/Youth (6' & Over)	27.09 (2)(a)	\$800.00 850.00 - Weekdays 7:00 a.m. - 2:00 p.m. \$900.00 950.00 - Saturdays/ Sundays/Holidays and Weekdays after 2:00 p.m.
Children (3' to 6')	27.09 (2)(b)	\$625.00 675.00 - Weekdays 7:00 a.m. - 2:00 p.m. \$725.00 775.00 - Saturdays/ Sundays/Holidays and Weekdays after 2:00 p.m.
Infants (under 3')	27.09 (2)(c)	\$525.00 575.00 - Weekdays 7:00 a.m. - 2:00 p.m. \$625.00 675.00 - Saturdays/ Sundays/Holidays and Weekdays after 2:00 p.m.
Cremated Remains (under 3')	27.09 (3)	\$525.00 575.00 - Weekdays 7:00 a.m. - 2:00 p.m.

		\$ 625.00 675.00 – Saturdays/ Sundays/Holidays and Weekdays after 2:00 p.m.
Columbarium	N/A	\$ 200.00 250.00
Other Burial Services	27.09 (4)	Actual Cost + 3% administration fee
Winter/Inclement Weather Conditions	N/A	\$ 175.00 225.00 minimum additional charge

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SECTION 3: Amend the following fees under Section 42.04, pertaining to Emergency Medical Services Fees:

EMERGENCY MEDICAL SERVICES

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>
Ambulance Base Rate	N/A	
Resident		\$1,100 \$1,200
Non-Resident		\$1,200 \$1,300
ALS 1 Resident		\$1,300 \$1,400
ALS 1 Non-Resident		\$1,400 \$1,500
ALS 2 Resident		\$1,600
ALS 2 Non-Resident		\$1,700
No Transport – BLS		\$300 \$350
No Transport – ALS		\$600 \$700
Loaded Mileage		
Per Mile – Resident & Non-Resident	N/A	\$22 \$23
Interfacility /Intercept Transport		
Interfacility Resident		\$1,800
Interfacility Non-Resident		\$2,000
ALS Intercept Fee		\$350
Classes/Certifications		
Heartsaver First Aid	N/A	\$40/student
Heartsaver CPR/AED		\$50/student \$70/student
Heartsaver CPR/AED/First Aid		\$60/student \$80/student
AHA BLS Provider - Renewal		\$60/student \$85/student
AHA BLS – New Certification		\$75/student \$90/student
ACLS Provider - Renewal		\$60/student
PALS Provider - Renewal		\$60/student
Bloodborne Pathogens		\$5/student
Administrative		
Health Record Request - Electronic Copy	N/A	\$0
Health Record Request - Paper Copy		\$10 First 25 pages \$1.44/pg Pages 26-50 \$1.07/pg Pages 51-100 \$0.70/pg Pages 101 and above \$0.41/pg Certification of copies + \$11.37 Retrieval Fee + \$28.43

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SECTION 4: Amend the following fees under Section 42.04, pertaining to Fire Fees:

FIRE

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>	
Inspections			
Reinspection Fee	N/A	\$30	\$150/each time
Fire Inspection Appeal or Variance		\$350	
False Alarms	N/A		
Warning letter for 1-2 times		\$0	
Warning letter for 3-4 times		\$200/each time	
Warning letter for 5 times		\$210	
Warning letter for 6 times		\$220	
Warning letter for 7 times		\$225	
Warning letter for 8-12 times		\$240/each time	
Training/Rentals	N/A		
Fire Extinguisher Training		\$10/per person	\$30/person
Survive Alive Trailer Rental		\$100	
Administrative	N/A		
Fire Report Records Request		\$10	
Equipment Rates (w/o personnel)	N/A		
Fire Engine		\$206	\$212
Ladder Truck		\$309	\$318
Tender		\$206	\$212
Ambulance		\$51.50	\$53
Support Vehicle		\$51.50	\$53
Brush Truck		\$51.50	\$53
UTV		\$36.05	\$37.10
Command Post		\$103	\$106

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SECTION 5: Amend the following fees under Section 42.04, pertaining to Parks & Recreation Fees:

PARKS & RECREATION

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>	
Membership Fees	N/A		
Aquatic and Fitness			
	<u>ANNUAL</u>	<u>QUARTER</u>	<u>MONTHLY</u> <u>DAILY</u>
Resident			
Family	\$491	\$161	\$69 -
Joint	\$417	\$137	\$58 -
Individual	\$368	\$121	\$52 \$8
Sr/Youth/College	\$245	\$82	\$52 \$8
Non-Resident			
Family	\$635	\$210	\$89 -
Joint	\$540	\$178	\$76 -
Individual	\$478	\$157	\$67 \$13
Sr/Youth/College	\$318	\$105	\$67 \$13

Aquatic

	<u>ANNUAL</u>	<u>QUARTER</u>	<u>MONTHLY</u>	<u>DAILY</u>
Resident				
Family	\$255	\$84	\$36	-
Joint	\$217	\$72	\$30	-
Individual	\$191	\$63	\$27	\$4.75
Sr/Youth/College	\$128	\$42	\$27	\$3.75
Non-Resident				
Family	\$332	\$109	\$47	-
Joint	\$282	\$93	\$40	-
Individual	\$249	\$82	\$35	\$5.25
Sr/Youth/College	\$166	\$55	\$35	\$4.50

Fitness

	<u>ANNUAL</u>	<u>QUARTER</u>	<u>MONTHLY</u>	<u>DAILY</u>
Resident				
Family	\$290	\$96	\$41	-
Joint	\$246	\$81	\$34	-
Individual	\$217	\$72	\$30	\$6.50
Sr/Youth/College	\$148	\$50	\$30	\$6.50
Non-Resident				
Family	\$376	\$124	\$53	-
Joint	\$320	\$106	\$45	-
Individual	\$282	\$93	\$40	\$9.00
Sr/Youth/College	\$188	\$62	\$40	\$9.00

Veterans Memorial Aquatic Center Season Pass

N/A

	<u>Resident</u>	<u>Non-Resident</u>
Child (0-2)	FREE	FREE
Youth (3-17)	\$75.00	\$150.00
Adult	\$85.00	\$170.00
Senior (60+)	\$75.00	\$150.00
Family (up to 4)	\$200.00	\$315.00
Family additional	\$35.00	\$35.00

Day Pass

	<u>Resident</u>	<u>Non-Resident</u>
Child (0-2)	FREE	FREE
Youth (3-17)	\$5.00	\$10.00
Adult	\$6.00	\$12.00
Senior (60+)	\$5.00	\$10.00

SECTION 6: Amend the following fees under Section 42.03, pertaining to Chapter 20: Erosion Control and Stormwater Management, Municipal Court Bond Schedule:

<u>Ordinance Number</u>	<u>Offense Description</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>
Chapter 20: Erosion Control & Stormwater Management	General Violation	\$ 150.00	\$ 235.00	\$ 345.00
20.70	Technical Standards	\$ 1,000.00		

* * *

SECTION 7: Amend the following fees under Section 42.04, pertaining to Building Inspection Fees:

BUILDING INSPECTION

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>
Deposit fee for new principal structures:		
1-2 Family Residential	15.06(1)(b)	\$2,250.00
Multi-Family/Commercial/Industrial (≤5 acres)	15.06(1)(b)	\$2,250.00 \$3,250.00
Multi-Family/Commercial/Industrial (>5 acres)	15.06(1)(b)	\$2,250.00 \$5,000.00
Heating, Incinerator Units, and Wood-burning Appliances	15.06 (1)(c)	\$ 55.00 75.00/unit up to 150,000 BTU +\$10.00/each add'l 50,000 BTU or fraction thereof
Wrecking or razing - Building Inspector may waive fee if structure is condemned (Combine with following item)	15.06 (1)(c)	\$ 55.00 75.00 minimum plus .05/sq ft, \$285.00 500.00 maximum
Occupancy Permit Commercial, Manufacturing, or Industrial	15.06 (1)(c)	\$200.00/unit
With Utilities		\$200 + \$100 per unit
Without Utilities		\$200 + \$25 per unit
Zoning Permit Fee		
New one-family residential		\$ 100.00 125.00
New two-family residential		\$ 100.00 200.00

* * *

SECTION 8: Amend the following fees under Section 42.04, pertaining to Electrical Fees:

ELECTRICAL

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>
Fluorescent Lamps per Tube (inc. relamp) Ballast	15.06 (3)(c)	\$ 0.35 0.50/tube
Refrigeration Compressors to 3 Ton	15.06 (3)(c)	\$ 10.00 28.00
Cost Per Ton After 3 Ton (max 50 ton)	15.06 (3)(c)	\$ 0.50 1.00/ton
Service New or Change-Per Meter (includes temporary service) 0-400 amp	15.06 (3)(c)	\$ 55.00 75.00
each additional 100 amps	15.06 (3)(c)	\$ 55.00 75.00
Swimming Pool	15.06 (3)(c)	\$ 55.00 75.00
Failure to Call for Final Inspection	15.06 (3)(c)	\$ 50.00 75.00 each

Rewiring or Alterations	15.06 (3)(c)	\$ 55.00 75.00
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SECTION 9: Amend the following fees under Section 42.04, pertaining to Engineering/Streets Fees:

ENGINEERING/STREETS

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>
Appliance Pickup		
Non-Freon Appliances	23.04	\$15.00 \$25.00
Freon Appliances	23.04	\$75.00
Excessive Garbage		
Sticker	23.04 (8)	\$20.00 \$25.00
House Number Set	N/A	1st free, 2 nd + \$12.00 25.00
Sidewalk & Driveway Crossing/Approach	7.06 (2)	\$25.00 \$50.00
Re-Inspection Fee	N/A	\$35.00
Work Started PRIOR TO PERMIT	N/A	TRIPLE FEES

* * *

SECTION 10: Amend the following fees under Section 42.04, pertaining to Planning Fees:

PLANNING

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>
Final Plat	12.1005	\$ 550.00 + 15.00 20.00/lot
Preliminary Plat	12.1002	\$ 525.00 + 15.50 20.00/lot
Registration of Nonconforming Use	52.540	\$125.00
Special Exceptions	52.500	\$275.00
Sign Code Administrative Appeal	54.106	\$275.00

* * *

SECTION 11: Amend the following fees under Section 42.04, pertaining to Plumbing Fees:

PLUMBING

<u>LICENSE/PERMIT/SERVICE</u>	<u>CODE SECTION</u>	<u>FEE</u>
Water Service	N/A	
Less than 2" size used		\$ 55.00 75.00
2" and greater size used		\$ 70.00 100.00
Sanitary/Storm Sewer Connection	N/A	
≤ 100' of line		\$ 55.00

> 100' of line \$ 55.00 + 0.25 per each add'l foot

Plan Examination:

Single-family, duplex, commercial,
manufacturing or industrial

15.06 (1)(c)

\$ 225.00

Multi-family or multi-tenanted commercial,
manufacturing or industrial

15.06 (1)(c)

\$ 275.00 + \$12.50/unit

* * *

SECTION 12: All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 13: This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Signed: _____
Dennis J. Regan, Mayor

INTRODUCED: October 13, 2026

ADOPTED:

Attest: _____
Shanna Kreilkamp, City Clerk

EXECUTIVE SUMMARY

Fire & Rescue: Update Chapter 6 of the Municipal Code

BACKGROUND: Chapter 6 of the Municipal Code is for the Fire Department. The current version is very outdated and does not reference the current version of the fire prevention code. Updating the code now will also match the proposed changes to Chapter 42.

ECONOMIC IMPACT: The only economic impact is the fees associated with Chapter 42 of the Municipal Code, with the associated Fines and Fees section for violations or costs.

RATIONALE: Dividing the chapter into two subsections allows the department operations and fire prevention information to occur in separate, easy-to-understand pieces. The first section will be updated to match the proposed fines and fees with Chapter 42, and to remove antiquated language. More importantly, the current Chapter 6 is very outdated with respect to fire prevention and fire inspection code. This crucial update will also provide preparation by automatically referencing the most current version of NFPA 1, meaning that we will be constantly ready to help businesses with new and changing workplace dangers such as solar power systems, battery storage systems, and changing fire sprinkler codes.

RECOMMENDATION: Staff recommends updating Chapter 6 of the Municipal Code as proposed.

PREPARED BY:


Tony Burgard, Fire & Rescue Chief

DATE:

10/08/2026

APPROVED BY:


Shanna Kreilkamp, City Clerk

DATE:

10/8/26

APPROVED BY:

Steve Volkert, City Administrator

DATE:

CHAPTER 6

FIRE DEPARTMENT

6.01 ORGANIZATION OF FIRE DEPARTMENT

(1) Personnel. The ~~Volunteer~~ Fire Department of the City shall consist of one Fire Chief, one assistant Chief and such other officers and active members as may be authorized from time to time by the ~~by-laws~~ **Standard Operating Procedures and Standard Operating Guidelines** of the department

~~(2) Rules and By-Laws. The Volunteer Fire Department shall be organized and governed pursuant to the rules and regulations adopted by its membership as amended from time to time.~~

6.02 FIRE CHIEF

(1) Appointment. The Fire Chief shall be appointed by the Police and Fire Commission subject to the approval of the Council.

(2) Supervision of Department. The Fire Chief shall have command and supervision over the personnel, apparatus and operations of the Fire Department, subject to the rules and regulations which may be prescribed by the Common Council. He shall be responsible for the proper care and maintenance of the Fire Department apparatus and equipment and shall have authority to authorize emergency repairs for the same.

6.03 ASSISTANT CHIEF

(1) Appointment. The Assistant Fire Chief shall be ~~elected and confirmed in the same manner as appointed by~~ the Fire Chief.

(2) Duties. The Assistant Chief shall aid the Fire Chief in the supervision and operation of the department; and in the absence of the Chief shall assume command and supervision of the department.

6.04 USE AND CARE OF EQUIPMENT

(1) Use of Apparatus. No apparatus shall be used for any purpose except for firefighting or for training and instruction purposes, unless otherwise authorized by the Common Council upon recommendation of the Chief. With the approval of the Chief, the apparatus may be used for emergency purposes.

(2) Removal or Damage of Equipment. No person unless duly authorized by the Chief or other officer in charge, shall take or remove from the fire station any of the property or equipment of the Fire Department; and no person shall willfully or maliciously injure or destroy any hose, fire engine or any other property of the department. No part of the fire equipment shall be taken outside the limits of the City without proper authorization ~~of the Fire Chief~~, except for the purpose of extinguishing fires in the immediate vicinity thereof.

6.05 COMMAND AT FIRES

(1) Authority. The Chief or officer in command at a fire shall have complete charge of all activities and procedures involved in fighting the fire and may cause the removal of any property or structure, either for its preservation, or to prevent the spreading of fire or to protect adjoining property.

(2) Preserving Order. ~~The Chief and other executive officers of the department, when on duty at a fire or in response to an alarm for a fire, shall have authority to suppress any tumult or disorder and to order all individuals or companies to leave the neighborhood of any fire.~~ The Fire Chief and other executive officers of the department, while responding to or operating at a fire incident, shall have the authority to maintain order, address disturbances, and direct any person or group to leave the immediate area of the incident when necessary for public safety or emergency operations.

(3) Fire Lines. The Fire Chief shall have authority to prescribe certain limits in the vicinity of any fire, and no person or persons shall be permitted within said prescribed limits except ~~firemen~~ firefighters, ~~policemen~~ police officers, and those admitted by order of any officer of the Fire Department.

(4) Use of Adjacent Property. Any ~~fireman~~ firefighters, while acting under the order or direction of the Chief or other officer in command, may enter upon the premises adjacent to or in the vicinity of any burning building or other burning property for the purpose of extinguishing such fire; and any person who shall hinder, resist or obstruct any ~~fireman~~ firefighter in the discharge of his duty shall be subject to the penalty as provided in this code.

(5) Emergency Destruction of Property. During the progress of any fire, the Chief, ~~or in absence or disability the subordinate officer in charge, or other officer in command~~, may order the removal or destruction of any property necessary to prevent the further spread of fire.

(6) Duty of Bystanders. Every person who may be present at a fire shall be subject to the order of the Fire Chief or other officer in command, and it shall be the duty of such person to render such assistance as may be ordered by the officer in charge.

(7) ~~Resistance to Firemen Firefighters.~~ No person shall willfully offer any hindrance or resistance to a ~~fireman firefighter~~ in the discharge of ~~his their~~ duty.

6.06 STORAGE OF EXPLOSIVES

~~(1) No person shall keep or store within the limits of the City of Hartford any nitroglycerine, dynamite, giant powder or other explosives more violent than gun powder.~~

6.07 FALSE ALARMS

~~(1) No person shall knowingly give or cause to be given any false alarm of fire by means of the telegraph boxes connected with the fire alarm telegraph or otherwise. No person excepting the Fire Chief and those acting under his express authority in writing shall make or cause to be made any key of any fire alarm telegraph box, or use, or attempt to use, or cause to be used, any such key.~~

6.08 FIRES BEYOND CITY LIMITS

(1) Contracts with **Townships Municipalities**. The Fire Department may enter into contracts with surrounding **townships municipalities** for fire **and/or emergency medical** service and protection of said **townships municipalities** subject to approval of the Common Council.

(2) Liability Insurance. The Mayor and City Clerk shall enter into contracts for insurance to protect the City and its Fire Department from damages arising out of answering calls in surrounding townships which have a contract with the Fire Department approved by the Common Council, and to protect the City and its Fire Department from damages arising out of answering emergency calls in surrounding cities at the request of the Fire Department of said cities.

(3) Payment of Funds to Department. The City shall return to the Hartford **Volunteer** Fire Department all sums paid into the City treasury by any **township municipality** which has a contract with the Fire Department for fire **and/ or emergency medical** service and protection.

6.09 FIRE INSPECTION

~~(1) Fire Inspector; Deputies. The Chief of the Fire Department shall by virtue of his office be Fire Inspector for the City. He shall have the power to appoint one or more Deputy Fire Inspectors who shall perform the same duties and have the same powers as the Fire Inspector.~~

~~(2) Access to Premises. The Fire Inspector and his duly authorized Deputies may enter and inspect any building in the City, except the interior of private dwellings, at any reasonable hour in the performance of their duties under this section.~~

~~(3) Duties Generally. The Fire Inspector or his Deputies shall inspect the premises and buildings designated in this section, and shall perform such other duties as are required by this section and by the Common Council.~~

~~(4) Inspections of Buildings.~~

~~(a) Business Buildings Defined. The term "business buildings" as mentioned herein shall be taken to include hotels, lodging houses, stores, office buildings, warehouses, mills, factories, oil filling stations and public buildings.~~

~~(b) Inspection Period. Inspections shall be made at least once in six months in all territory served by the Fire Department and not less than once in three months in the territory designated as within the fire limits, or oftener if the Chief of the Fire Department shall so order. Each six months period shall begin on the first days of January and July and each three months period on the first day of January, April, July and October in each year.~~

~~(c) Inspections.~~

~~1. Fire Hazards in Buildings. The Fire Chief or his authorized Deputies shall inspect all buildings, except the interior of private dwellings, in the City to determine the disposition of debris, rubbish, waste paper, rags, oils, waste, explosives, and all kinds of inflammable materials, and to determine the means of access from any one part of a building to another. The Chief or his Deputies may inspect any business building in the City for defective chimneys, flues, stoves, ovens, furnaces, boilers, electric wiring, ash houses, and receptacles.~~

~~2. Storage of Inflammable Material. All parts of business buildings shall be cleaned daily and kept free from all inflammable material, except that combustible material not in actual use may be neatly arranged in a manner to provide passageways and aisle ways for the convenient movement of the members of the Fire Department. There shall be no rubbish, waste paper or other inflammable materials left in any part of business buildings over one day, except that such materials may be stored within a fireproof room with standard fire doors, and all material of such character shall be destroyed, removed or placed within such fireproof room at the close of each day.~~

~~3. Doors and Openings. All doors and openings, external and internal in all business buildings, shall be kept free from goods of any kind, and means of access and free movement should be provided for convenient work of members of the Fire Department.~~

(d) Removal of Fire Hazards; Notice. Should the Fire Chief or his Deputies discover that any provisions of this section are being violated or that any danger from fire exists by reason of any other cause, they shall give notice in writing to the owner or occupants of any such defects, requiring them to make reasonable changes and repairs within a specified time to render the premises or buildings as safe as possible from fire.

(e) Reports. Written reports of inspection shall be made on appropriate forms and kept on file in the office of the Fire Chief in the manner and form required by the State Department of Industry, Labor and Human Relations.

6.10 STORAGE OF EXPLOSIVES

No person shall keep, permit to be kept or stores at any time within the fire limits of the City any dynamite, blasting powder, and/or percussion caps to be used in connection with said dynamite and blasting powder. No gun powder shall be kept or stored within other parts of the City unless it is carefully kept in a tin canister with a tin cap or cover and properly labeled.

6.11 FLAMMABLE AND EXPLOSIVE LIQUIDS

(1) Authority. The Wisconsin Administrative Code HLR Chapter 10, Flammable and Combustible Liquids, is hereby adopted as if set forth herein. The State of Wisconsin Department of Commerce shall be designated as the authorized inspection authority for the flammable and combustible liquid storage tank inspections for both installation and removal of said tanks.

(2) Storage of Gasoline or Any Other Volatile Liquid. The storage of gasoline or any other volatile liquid shall be prohibited in any residential district in the City of Hartford except in the area of an outbuilding or garage which is constructed with the proper fire protection material and in the manner prescribed by the "Wisconsin Uniform Building Code".

(a) Storage of gasoline or any other volatile liquid in excess of ten (10) U.S. gallons shall be prohibited in any residential district of the City of Hartford unless such gasoline or volatile liquid is stored in the tank of power driven machines such as, but not limited to, automobile, motorcycle, lawnmower, rotor tiller, truck, snowmobile, garden tractor, motor bike or snow blower, and such storage tank is manufacturer's original equipment and is built into and is a permanent part of such power driven machines.

(3) Negligent Storage. No person shall keep any inflammable or explosive liquids or other explosive substance in any quantity in such a careless or negligent manner as to be a danger to the safety of lives or property of persons in the City.

~~(4) Penalty. (a) Any person, firm, association or corporation who shall violate any of the provisions of Chapter 6 shall, upon conviction of such violation, be subject to a penalty as follows: (i) First Offense Penalty-- A stop work order shall be issued until compliance has occurred, and a forfeiture in an amount within a range as shown in Chapter 42 of the Municipal Code, together with the costs of prosecution, and in default of such payment of said forfeiture and costs of prosecution, imprisonment in the county jail until such forfeiture and costs are paid, but not exceeding 60 days. (AMENDED 6/11/96--ORDINANCE NO. E-335) (ii) Second Offense Penalty-- Same as for a First Offense Penalty; however, the forfeiture shall be in an amount within a range as shown in Chapter 42 of the Municipal Code. (AMENDED 6/11/96--ORDINANCE NO. E-335) (iii) Each violation, and each day a violation continues or occurs, shall constitute a separate offense. Nothing in this ordinance shall preclude the City of Hartford from maintaining any appropriate action to prevent or remove a violation of this ordinance.~~

~~(SECTION 6.11 REPEALED AND RECREATED 2/28/95--ORDINANCE NO. E-286; AMENDED 6/10/97--ORDINANCE NO. E-364)~~

6.12 OUTDOOR BURNING

~~(1) This ordinance is intended to promote the public health, safety and welfare of the citizens of the City of Hartford due to the air pollution and fire hazards of open burning, outdoor burning, and refuse burning.~~

~~(2) Definitions:~~

~~(a) "Open Burning" shall mean the setting, ignition or maintenance of a fire at an outdoor location whether placed or contained in an Outdoor Permanent or Portable Firepit or otherwise.~~

~~(b) "Outdoor Permanent Firepit" shall mean a permanent device used primarily or exclusively for recreational burning or cooking, constructed of masonry or stone.~~

~~(c) "Outdoor Portable Firepit" shall mean a portable device used primarily or exclusively for recreational burning or cooking, constructed copper, steel, clay, cast iron, aluminum, or other material intended to contain a fire within its fire bowl.~~

~~(d) "Confidential Papers" means printed material containing personal identification or financial information that the owner wishes to destroy;~~

~~(e) "Fire Chief" means the Chief of the Hartford Fire Department, as defined in Chapter 6 of the Municipal Code, or other persons authorized by the Fire Chief to perform these functions.~~

(f) "Approved Fuel" shall mean propane, natural gas, charcoal, or seasoned logs. Approved Fuel shall be of a size which can fit inside of the width and under the cover of a Permanent or Portable Fireplace.

(g) "Prohibited Fuel" (Prohibited Fuels may not be burned in any indoor or outdoor Permanent or Portable Firepit. The City of Hartford will not issue a permit for burning any Prohibited Fuels without air pollution control devices and a written copy of an approval by the Department of Natural Resources from the person requesting such a permit.) Prohibited Fuel shall mean any of the following:

1) Rubbish or garbage including but not limited to food wastes, food wraps, packaging, animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris or other household or business wastes.

2) Waste oil or other oily wastes except used oil burned in a heating device for energy recovery subject to the restrictions in Chapter NR 590, Wisconsin Administrative Code.

3) Asphalt and products containing asphalt.

4) Treated or painted wood including but not limited to plywood, composite wood products or other wood products that are painted, varnished or treated with preservatives.

5) Any plastic material including but not limited to nylon, PVC, ABS, polystyrene or urethane foam, and synthetic fabrics, plastic films and plastic containers.

6) Rubber including tires and synthetic rubber-like products.

7) Newspaper, corrugated cardboard, container board, office paper and other materials that must be recycled in accordance with Chapter 23 of the Hartford Municipal Code except as provided in this ordinance.

8) Leaves, weeds, grass clippings, brush, stumps, trees and other vegetative debris.

(3) General Prohibition of Burning. Open Burning, Outdoor Burning, and Prohibited Fuel Burning are prohibited within the City of Hartford unless the burning is specifically permitted by this ordinance, or the Fire Chief has issued a permit prior to such burning.

(4) Burn Barrels. No person shall use or maintain a burn barrel for Open Burning for any purpose within the City of Hartford.

~~(5) Burning Permits:~~

~~(a) A burning permit issued under this section shall require compliance with all applicable provisions of this ordinance and any additional special restrictions deemed necessary to protect public health and safety by the Fire Chief.~~

~~(b) When weather conditions warrant, the Fire Chief or the Department of Natural Resources may declare a burning moratorium on all open burning and temporarily suspend previously issued burning permits for open burning.~~

~~(c) Upon issuance of a control burn permit, the applicant shall advise the Police Department Dispatcher of the time the fire shall be set. Should the Fire Department be required to respond in a manner not authorized under the terms of the permit, the applicant shall be responsible to pay the City the cost of the apparatus and fire personnel responding. Application for a control burn permit must be applied for at least five days prior to the scheduled burn.~~

~~(6) Requirements for Outdoor Permanent/Portable Fire Pits:~~

~~(a) Location Requirements:~~

~~1) No provision of this Section shall prohibit or require a permit for the use of outdoor permanent or portable firepits, charcoal, propane, or natural gas grills, burners or like devices when used for cooking of food or for recreational purposes. For other than one-6-7 and two family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 feet of any structure.~~

~~(a) These devices shall be stored at least 10 feet from any structure and any property line, (b) these devices may not be used or stored on a balcony above the ground level of any structure, (c) and listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions may be permitted.~~

~~2) Outdoor permanent or Portable Firepits shall be used and located only in an area separated from any structure, utility pole, overhead wires, or other combustible materials by not less than 10 feet. No burning shall take place on lakeshores, roadside ditches, streams or adjacent to other watercourses in the City.~~

~~3) An Outdoor Permanent or Portable Firepit using propane or natural gas can be located not less than 10 feet away from any structure. At no time~~

shall solid fuels be used in a firepit that was designed and intended to be operated with propane or natural gas. (b) Containment Requirements:

1) The perimeter of any Open Burn must be physically contained within a non-flammable enclosure to prevent fire from spreading beyond the fire box/fire area.

2) The sides and top of any Open Burn of solid fuel must be physically contained within a non-flammable cover, made of solid metal or heavy mesh metallic screening material designed to contain the fire box/fire area, and prevent the spread of embers from the fire. This restriction does not prohibit the removal of the cover to add fuel or tend the fire.

3) No Open Burn will

(1) contain fuel of such size that it does not completely fit within the confines of the fire box/fire area;

(2) nor will any Open Burn be allowed to reach a size where flames extend beyond the outer perimeter of the fire box/fire area horizontally, or more than 1 foot vertically above the highest point of a screened cover.

4) As per manufacturer's recommendation, a cover may not be required for a commercially manufactured portable firepit using exclusively propane or natural gas that does not emit embers from the fire.

(c) Safety Requirements:

1) An Outdoor Permanent or Portable Firepit shall be constantly tended by a person over the age of 17 years when in use until the fire and all smoldering fuel within the firepit is completely extinguished.

2) A portable fire extinguisher having a minimum rating of 4-A or other approved extinguishing agent such as sand, dirt or water in sufficient quantity shall be available for immediate use at the location of any Open Burn, and must be presented for inspection upon the request of a police officer.

~~3) An Outdoor Permanent or Portable Firepit shall be used only with an Approved Fuel; Observed violations where a citation may be issued include:~~

~~(a) an officer observes a subject placing Prohibited Fuel into any Open Burn;~~

~~(b) an officer observes recognizable debris from Prohibited Fuel having been placed into the Open Burn; or~~

~~(c) upon receiving the written statement of a witness detailing their observation of Prohibited Fuels being placed into an Open Burn.~~

~~d) Exemptions:~~

~~1) Fire Department Practice Burns. The Hartford Fire Department may burn a standing building if necessary for firefighting practice and if the practice burn complies with the requirements of the Department of Natural Resources.~~

~~2) Use of Paper. Paper may be used as a starter fuel for a fire that is allowed under this ordinance; but paper may not be added to an Open Burn that has already ignited, with the exception of confidential papers from a residence if necessary to prevent the theft of financial records, identification or other confidential information. Confidential papers from a commercial enterprise shall be shredded or destroyed in a manner other than burning.~~

~~3) Indoor Heating Devices. This ordinance does not apply to burning in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation unless the material being burned includes Prohibited Fuel as defined in this ordinance.~~

~~4) Authorized Uses. This ordinance does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction, or maintenance activities.~~

~~5) Kettle Moraine State Forest-Pike Lake Unit Campgrounds. Open burning of campfires at temporary campsites located on state park lands within the city limits will be subject to the regulations of the Wisconsin Department of Natural Resources.~~

~~(7) Fees. The fee for a control burning permit shall be as determined in Chapter 42 of the Municipal Code.~~

~~(8) Penalty. Any person violating this section shall, upon conviction, be subject to a forfeiture in an amount within a range as shown in Chapter 42 of the Municipal Code together with the costs of prosecution as provided in Chapter 42.~~

~~(9) Severability. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.~~

~~(SECTION 6.12 REPEALED AND REPLACED 8/13/2019--ORDINANCE NO. 1406)~~

6.13 SALE, POSSESSION AND USE OF FIREWORKS

~~(1) Definitions. As used in this Section, "fireworks" means anything manufactured, processed, or packaged for exploding, emitting sparks or combustion which does not have another common use:~~

~~(i) This definition does not include any of the following:~~

- ~~a. Fuel or lubricant.~~
- ~~b. A firearm cartridge or shotgun shell.~~
- ~~c. A flare used or possessed or sold for use as a signal in an emergency or in the operation of a railway, aircraft, watercraft, or motor vehicle.~~
- ~~d. A match, cigarette lighter, stove, furnace, lantern or space heater.~~
- ~~e. A model rocket engine.~~
- ~~f. Tobacco and tobacco products.~~

~~(ii) This definition does include the following:~~

- ~~a. A cap containing not more than ¼ grain of explosive mixture. If the cap is used or possessed or sold for use in a device, which prevents direct bodily contact with the cap when it is in place for explosion.~~

- b. ~~A toy snake which contains no mercury.~~
- c. ~~A sparkler on a wire or wood stock not exceeding 36 inches in length that is designed to produce audible or visible effects or to produce audible and visible effects.~~
- d. ~~A device designed to spray out paper confetti or streamers in which contains less than a ¼ grain of explosive mixture.~~
- e. ~~A fuseless device that is designed to produce audible or visible effects or audible and visible effects and that contains less than ¼ grain of explosive mixture.~~
- f. ~~A device that is designed merely to burn pyrotechnic smoke producing mixtures at a controlled rate and that produces audible or visible effects, or audible and visible effects.~~
- g. ~~A cylindrical fountain that consists of one or more tubes and that is classified by the Federal Department of Transportation as a division 1.4 explosive, as defined in 49 CFR173.50~~
- h. ~~A cone fountain that is classified by the Federal Department of Transportation as a division 1.4 explosive, as defined in 49 CFR173.50~~

~~(2) Sale and Possession of Fireworks Regulations. No person shall sell or possess with intent to sell fireworks within the City unless they have a Fireworks Seller's Permit issued by the City. The permit shall be limited to those items identified in (1)(i) above.~~

~~(i) This Section does not apply to:~~

- a. ~~The use of fireworks used for pyrotechnic displays given by public authorities, fair associations, amusement parks, park boards, civic organizations or groups of individuals that have been granted permit for just such display by the fire chief as provided in (6) below.~~
- b. ~~The use or sale of blank cartridges for circus or theatrical purposes or signal purposes in athletic contests or sports events, or used by militia police or military organizations.~~
- c. ~~The possession of fireworks while transporting fireworks to City, Town, Village or County where the possession of the fireworks is authorized by permit or ordinance, unless the person doing the transporting remains in the City for at least 12 hours.~~
- d. ~~Resident wholesalers, jobbers or dealers selling fireworks at wholesale if the wholesaler, jobber, or dealership delivers the fireworks outside the state in sealed opaque containers by common motor carrier, contract motor carrier or~~

private motor carrier as defined in Wis. Stats. Section 194.01(1), (2), and (11) engaged in the business of shipping or delivering property, or to a person or group granted a permit under this Section.

e. A fireworks device for which a retail or wholesale permit has been issued.

(3) Fees. The fee for seller's permit shall be \$50 and this fee shall be incorporated in Chapter 42 of the municipal code by the City Clerk and shall be in addition to any transient merchant license fee. The fee for fireworks user shall be \$200.

(4) Seizure of Fireworks. The police or fire department shall seize, at the expense of the owner, all fireworks stored, handled, sold, possessed, or used by any person who violates this Section. Such seized fireworks shall be destroyed after conviction for a violation or if no conviction occurs, shall be returned to the owner.

(5) Use Regulated. Except as provided in Section 167.10(3), Wis. Stats., no person shall possess or use fireworks without a user's permit issued pursuant to (6) below. No users permit is required for those items in (1)(ii) above.

(6) User's Permit. As provided in Section 167.10(3), Wis. Stats., fireworks user's permits may be issued by the Mayor or other City Official designated by the Mayor. The Official issuing the permit shall require a Certificate of Liability Insurance or similar proof of coverage where fireworks liability coverage in the combined single limit of \$1,000,000. A copy of the permit and proof of insurance shall be filed with the City Clerk and copies of the permit shall be given to the Fire Chief and the Chief of Police at least two days before the authorized use.

(7) Obligation for Clean Up. Any person who has obtained a fireworks usage permit shall be required to remove all packaging material, spent fireworks debris, and all litter from the area of the fireworks sale or display which are under the control of the permittee.

(8) Use of Certain Devices Regulated. No person may use firework devices listed in Sections 167.10(1)(e) to (g) and (i)2(n), Wis. Stats., including, but not limited to caps, toy snakes, model rocket engines, sparklers or cone fountains at fireworks displays for which a permit has been issued if the display is open to the general public.

(9) Parental Liability. A parent, foster parent, treatment foster parent, family-operated group home parent, or legal guardian of a minor who consents to the use of fireworks by the minor is liable for damages caused by the minor's use of the fireworks.

(10) Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is unconstitutional, such invalidity or unconstitutionality shall not affect the above provisions and applications of

~~this ordinance which can be given effect without the invalid of constitutional provisions or its application.~~

~~(11) Penalty. The penalty for violation of Section 6.13(2) shall upon conviction be a forfeiture of not less than \$300 nor more than \$1,000. The penalty for a violation of Section 6.13(5) and (6) upon conviction shall be a forfeiture of not less than \$75. A parent or legal guardian of a minor who consents to the use of fireworks by the minor shall forfeit a penalty upon conviction of not less than \$75 nor more than \$1,000.~~

~~{SECTION 6.13 REPEALED AND RECREATED IN ITS ENTIRETY 6/11/02-ORDINANCE NO. E-485}~~

6.14 SEVERABILITY

If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances invalid is unconstitutional, such invalidity of unconstitutionality shall not affect the above provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or its application.

ORDINANCE NO. 1547

AN ORDINANCE REPEALING AND RECREATING CHAPTER 6 OF THE CITY OF HARTFORD MUNICIPAL CODE ENTITLED FIRE DEPARTMENT

WHEREAS, the Common Council has determined that it is in the best interests of the City to Repeal and Recreate Chapter 6 pertaining to the Fire Department;

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

SECTION 1: Chapter 6 of the Municipal Code is repealed and recreated to read as follows:

CHAPTER VI.

SUBCHAPTER I: FIRE DEPARTMENT

- 6.101 Organization of Fire Department
- 6.102 Fire Chief
- 6.103 Assistant Fire Chief
- 6.104 Use and Care of Equipment
- 6.105 Command at Fires
- 6.106 RESERVED
- 6.107 RESERVED
- 6.108 Fires Beyond City Limits
- 6.109 RESERVED
- 6.110 Severability

SUBCHAPTER II: FIRE PREVENTION

- 6.201 Division of Fire Prevention
- 6.202 Fire Prevention Code
- 6.203 Provisions of Code
- 6.204 Responsibility
- 6.205 Duties
- 6.206 Buildings, Structures and Premises Affected.
- 6.207 Authority to Enter Premises.
- 6.208 Closing and Vacating of Buildings and Structures.
- 6.209 Notices, Orders, and Documents
- 6.210 Investigations of Fire

- 6.211 Fire Protection Signage Requirements
- 6.212 Plan Review Requirements
- 6.213 Fees
- 6.214 Revocation off Permit(s)
- 6.215 Fire Prevention Education and Drills
- 6.216 Fire Extinguishing Equipment
- 6.217 False Fire Alarm: Destroying, Removing, Injuring or Meddling with Fire Alarm Systems
- 6.218 Fireworks
- 6.219 Control of Open Burning; Open Flames in Buildings
- 6.220 Mobile Food Establishments
- 6.221 Maintenance and Storage of Combustible Materials
- 6.222 Explosives
- 6.223 Automatic Suppression Systems.
- 6.224 Fire Alarms
- 6.225 Permanent Roof Anchorage Required
- 6.226 Emergency Response Enclosures
- 6.227 Appeals
- 6.228 Failure to Comply with Orders
- 6.229 Penalties, General
- 6.230 Validity

SUBCHAPTER I: FIRE DEPARTMENT

6.201. – Organization of the Fire Department.

A. **Personnel.** The ~~Volunteer~~ Fire Department of the City shall consist of one Fire Chief, one assistant Chief and such other officers and active members as may be authorized from time to time by the ~~by-laws~~ **Standard Operating Procedures and Standard Operating Guidelines** of the department

6.202. – Fire Chief.

A. **Appointment.** The Fire Chief shall be appointed by the Police and Fire Commission subject to the approval of the Council.

B. **Supervision of Department.** The Fire Chief shall have command and supervision over the personnel, apparatus and operations of the Fire Department, subject to the rules and regulations which may be prescribed by the Common Council. He shall be responsible for the proper care and maintenance of the Fire Department apparatus and equipment and shall have authority to authorize emergency repairs for the same.

6.203. – Assistant Fire Chief.

A. **Appointment.** The Assistant Fire Chief shall be ~~elected and confirmed in the same manner as~~ **appointed by** the Fire Chief.

B. **Duties.** The Assistant Chief shall aid the Fire Chief in the supervision and operation of the department; and in the absence of the Chief shall assume command and supervision of the department.

6.204. – Use and Care of Equipment.

A. **Use of Apparatus.** No apparatus shall be used for any purpose except for firefighting or for training and instruction purposes, unless otherwise authorized by the Common Council upon recommendation of the Chief. With the approval of the Chief, the apparatus may be used for emergency purposes.

B. **Removal or Damage of Equipment.** No person unless duly authorized by the Chief or other officer in charge, shall take or remove from the fire station any of the property or equipment of the Fire Department; and no person shall willfully or maliciously injure or destroy any hose, fire engine or any other property of the department. No part of the fire equipment shall be taken outside the limits of the City without proper authorization ~~of the Fire Chief~~, except for the purpose of extinguishing fires in the immediate vicinity thereof.

6.205. – Command at Fires.

A. **Authority.** The Chief or officer in command at a fire shall have complete charge of all activities and procedures involved in fighting the fire and may cause the removal of any property or structure, either for its preservation, or to prevent the spreading of fire or to protect adjoining property.

B. **Preserving Order.** ~~The Chief and other executive officers of the department, when on duty at a fire or in response to an alarm for a fire, shall have authority to suppress any tumult or disorder and to order all individuals or companies to leave the neighborhood of any fire.~~ The Fire Chief and other executive officers of the department, while responding to or operating at a fire incident, shall have the authority to maintain order, address disturbances, and direct any person or group to leave the immediate area of the incident when necessary for public safety or emergency operations.

C. **Fire Lines.** The Fire Chief shall have authority to prescribe certain limits in the vicinity of any fire, and no person or persons shall be permitted within said prescribed limits except ~~firemen~~ firefighters, ~~policemen~~ police officers, and those admitted by order of any officer of the Fire Department.

D. **Use of Adjacent Property.** Any ~~fireman~~ firefighters, while acting under the order or direction of the Chief or other officer in command, may enter upon the premises adjacent to or in the vicinity of any burning building or other burning property for the purpose of extinguishing such fire; and any person who shall hinder, resist or obstruct any ~~fireman~~ firefighter in the discharge of his duty shall be subject to the penalty as provided in this code.

E. **Emergency Destruction of Property.** During the progress of any fire, the Chief, ~~or in absence or disability the subordinate officer in charge, or other officer in command~~, may order the removal or destruction of any property necessary to prevent the further spread of fire.

F. **Duty of Bystanders.** Every person who may be present at a fire shall be subject to the order of the Fire Chief or other officer in command, and it shall be the duty of such person to render such assistance as may be ordered by the officer in charge.

G. **Resistance to Firemen Firefighters.** No person shall willfully offer any hindrance or resistance to a ~~fireman~~ firefighter in the discharge of ~~his~~ their duty.

6.206. – RESERVED.

6.207. – RESERVED.

6.208. – Fires Beyond City Limits.

A. **Contracts with Townships Municipalities.** The Fire Department may enter into contracts with surrounding ~~townships~~ municipalities for fire ~~and/or emergency medical~~ service and protection of said ~~townships~~ municipalities subject to approval of the Common Council.

B. Liability Insurance. The Mayor and City Clerk shall enter into contracts for insurance to protect the City and its Fire Department from damages arising out of answering calls in surrounding townships which have a contract with the Fire Department approved by the Common Council, and to protect the City and its Fire Department from damages arising out of answering emergency calls in surrounding cities at the request of the Fire Department of said cities.

C. Payment of Funds to Department. The City shall return to the Hartford ~~Volunteer~~ Fire Department all sums paid into the City treasury by any ~~township municipality~~ which has a contract with the Fire Department for fire ~~and/ or emergency medical~~ service and protection.

6.209. – RESERVED.

6.210. – Severability.

A. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances invalid is unconstitutional, such invalidity of unconstitutionality shall not affect the above provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or its application.

SUBCHAPTER II: FIRE PREVENTION

6.201. - Division of Fire Prevention.

A. There is hereby created and established a Division of Fire Prevention, hereinafter referred to as the "Division," which shall be operated under the supervision of the Chief of the Fire Department.

B. Authority. The Chief of the Fire Department shall administer and enforce the provisions of this Chapter. The Chief shall have the authority and responsibility to:

1. Appoint a Chief, Fire Marshal, or Lead Fire Inspector of the Division.
2. Assign such other personnel of the Department to the Division as shall be necessary to enforce the regulations of this Chapter.
3. Shall be permitted to require a review by an approved independent third party with expertise in the matter to be reviewed at the submitter's expense.

C. Enforcement.

1. It shall be the duty of the personnel of the Division to enforce the regulations of this Chapter and all other laws, lawful orders and ordinances relating to the following:

- a. The prevention of fires;
- b. The storage, sale, use and handling of combustibles and explosives, including fireworks.
- c. The installation and maintenance of fire alarm systems and fire protection equipment, appliances and devices.
- d. The maintenance of fire escapes as means of egress.
- e. The means, adequacy and maintenance of exit from all buildings, structures or other places in which numbers of persons live, sleep, work or congregate from time to time for any purpose.
- f. The investigation of the cause, origin, and circumstances of fires.

2. The Police Chief and police officers shall have the concurrent responsibility with the Chief of the Fire Department to enforce this Chapter.

D. **Reports.** An annual report containing all information on matters regulated by this Chapter, together with statistics and such other information as may be required, shall be made and transmitted by the Division to the Chief of the Fire Department.

E. **Duties of Division.** The Division shall perform such other duties as are set forth in this Chapter, the Statutes of the State of Wisconsin, the Ordinances and directives of the City of Hartford, and all additional duties prescribed by the Chief of the Fire Department.

6.202. - Fire Prevention Code.

It is the intent of the Fire Prevention Code to prescribe regulations consistent with nationally recognized good practice for the safeguarding to a reasonable degree of life and property from the hazards of fire and explosion arising from the storage, handling, sale and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises.

6.203. - Provisions of Code.

A. **Adoption of State and National Codes.** The following are adopted by reference and made a part hereof, as if fully set forth herein:

(A) The International Fire Code, 2021 edition and future editions, including referenced codes and standards as published by the International Code Council, is hereby adopted, except as otherwise amended by this chapter.

(B) The National Fire Protection Association Fire Code, 2024 edition and future editions.

(C) The following provisions of the Wisconsin Administrative Code are hereby adopted by reference:

1. SPS 307 – Explosives and Fireworks
2. SPS 310 – Flammable, Combustible, and Hazardous Liquids
3. SPS 314 – Fire Prevention
4. SPS 316 – Electrical
5. SPS 318 – Elevators, Escalators, and Lift Devices
6. SPS 320–325 – Uniform Dwelling Code
7. SPS 327 – Camping Units
8. SPS 328 – Smoke Detectors and Carbon Monoxide Detectors
9. SPS 330 – Fire Department Safety and Health Standards
10. SPS 332 – Public Employee Safety and Health
11. SPS 340 – Gas Systems
12. SPS 343 – Anhydrous Ammonia
13. SPS 345 – Mechanical Refrigeration
14. SPS 361–366 – Wisconsin Commercial Building Code
15. SPS 366 – Existing Buildings
16. SPS 375–379 – Buildings Constructed Prior to 1914
17. SPS 381–387 – State Plumbing Code

(C) In the event of a conflict between this chapter, this Code, the Wisconsin Administrative Code, the International Fire Code, or the National Fire Protection Association Fire Code, the more stringent provisions shall apply.

(D) A violation of any provision of the codes adopted in this section shall constitute a violation of this Code.

(E) Responsibility for enforcement of the codes in Subsections (A), (B)(1) through (17), and (C) shall be assigned as follows:

1. The Building Inspector shall have primary responsibility for inspections related to projects with construction permits, up to the issuance of an occupancy permit.

2. The designated Fire Inspector shall have primary responsibility for fire code inspections and enforcement beyond that point.

(F) Severability and Repeal.

1. Where the requirements of the Wisconsin Administrative Code and the express provisions of this Chapter conflict, the stricter requirements shall govern.

2. Should any section, subsection, paragraph, sentence, clause, phrase, or word of this Chapter be declared invalid or unconstitutional for any reason, the remainder of this Chapter shall not be affected and shall remain in full force and effect.

3. All ordinances or parts of ordinances in conflict with the provisions of this Chapter are hereby repealed.

6.204. - Responsibility.

A. Responsible Parties. Except as otherwise specified herein, each owner, registered agent, operator, manager, tenant, or holder of a Certificate of Occupancy shall be responsible for the maintenance of buildings, structures and premises within which they are associated.

B. Fire Protection Plan Review. Fire Protection Plans, where required to be submitted by the State of Wisconsin, shall be submitted electronically to the Fire Department in the manner prescribed by the Fire Prevention Division.

6.205. - Duties.

Annual Fire Prevention Inspections. Except as otherwise provided in this Chapter, it shall be the duty of the Chief of the Fire Department to semi-annually inspect, or cause to be inspected by the Division or by officers and personnel of the Fire Department, all public buildings, structures and premises as defined by Wis. Stat. § 101.01, for the purpose of ascertaining, and causing to be corrected, any conditions liable to cause fire, or any violations of any laws or lawful orders relating to conditions or circumstances defined in this sub chapter.

1. Inspections shall be conducted no less than once within the first six months of each calendar year, and no less than once within the second six months of each calendar year. The Fire Chief shall have the authority to deem a more frequent inspection cycle per property as deemed necessary.

2. In the event a public building, structure or premises must be re-inspected as a result of deficiencies identified in the semi-annual fire prevention inspection, the property owner, manager, or any person(s) defined in Section 6.204 of this chapter should be charged a fee for any failed re-inspection.

3. Re-inspection fees shall be charged to the responsible party in accordance with Chapter 42 of the City of Hartford Municipal Code.

4. All buildings, structures and premises owned by the City of Hartford, the State of Wisconsin, and the U.S. Government shall be exempt from this fee.

6.206. - Buildings, Structures and Premises Affected.

A. Except as otherwise specifically provided in this Chapter, the regulations contained herein on fire prevention and protection shall apply to all buildings, structures and premises, except:

1. Private residences, and accessory buildings or structures in connection therewith.
2. Buildings used as the residence of not more than two (2) families, and provided that no more than two (2) persons are accommodated therein who are not members of such families or households.
3. Temporary buildings or sheds used for construction purposes only.

B. Buildings, Structures and Premises Not Exempt. If any building, structure or premises is especially liable to fire; or is so situated as to endanger other buildings or property; or contains any combustible or explosive material dangerous to the safety of any building, structure or premises or the occupants thereof; or due to any physical condition that extraordinarily endangers or hinders firefighters in case of fire; then such building, structure or premises shall not be exempt.

6.207. - Authority to Enter Premises.

A. **Right of Entry.** The Chief of the Fire Department, the Division, any inspector of the Division or any authorized member of the Fire Department may, at all reasonable hours, enter any building or premises governed by this Fire Prevention Code for the purpose of making any inspection or investigation which, under the provisions of this Fire Prevention Code, is deemed necessary. This Chapter shall not apply to the interior of private dwellings.

B. **Failure to Permit Entry for Purposes of Inspection.** Any person who refuses to permit, or prevents or interferes with any entry into or upon the premises by any such inspector, or interferes with any such inspection shall be deemed guilty of violating this Section and shall be punished as provided in this Chapter, and within the limitations set forth in Chapter 42 of the City of Hartford Municipal Code.

6.208. - Closing and Vacating of Buildings and Structures.

A. **Enforcement of Code Compliance.** The Chief of the Fire Department, or his/her designee, is hereby empowered to enforce compliance with the regulations of this Chapter and all other laws and lawful orders relating to fire prevention and fire protection in all buildings and structures governed by this Chapter.

B. **Closure of Buildings or Structures.** The Chief of the Fire Department, or his/her designee, is hereby empowered and directed to close any buildings or structure, and order it vacated, where violations of any regulations of this Chapter are found and not corrected within a reasonable period of time as stipulated by the Fire Chief or by the Division.

C. **Emergency Closures of Buildings or Structures.** Where the public is exposed to immediate danger, the Chief of the Fire Department, or his/her designee, is hereby empowered and directed to order the closing and vacating of the building, structure or premises at once. When determined to be cause from the action of an individual, such vacating shall be done at the expense of the causing individual.

6.209. – Notices, Orders, and Documents

A. **Service of Order(s).** Whenever it may be necessary to serve an order upon the owner of a premises, such order may be served either by delivery to and leaving with the said person a copy of the said order, or if such person cannot be found, such order may be mailed to the owner's last known post office address.

B. **Issuance of Order.** If buildings, structures or other premises are owned by one (1) person and occupied by another, under lease or otherwise, the orders issued in connection with the enforcing of this Fire Prevention Code shall apply to the owner and occupant thereof, except where the order requires the making of additions or changes in the buildings, structures or premises themselves. In such cases the orders shall affect the owner only, unless it is otherwise agreed between the owner and the occupant.

C. Compliance with Order. Any such order shall be complied with by the owner and/or occupant of such building, structure or premises within the time prescribed in such order. The owner or occupant may, within ten (10) days, appeal in writing to the Chief of the Fire Department for a review of such order, who shall thereafter make the necessary investigation and decision. Unless such an order is revoked or modified by the Chief of the Fire Department, it shall remain in force and be complied with within the time prescribed.

D. Department Records. Fire Department property and inspection records shall be kept on file within the Fire Department Administration for a period of not less than 7 years and shall be accessible for inquiry. Any person(s) wishing to obtain such records shall be required to fulfill the forms and fees defined in this Chapter and Chapter 42 of the City of Hartford Municipal Code. Such requests shall be completed within a reasonable time frame by the administrative staff of the Fire Department.

E. Records. Records of all system inspections, tests, and maintenance required by the applicable standards shall be maintained on the premises in a conspicuous location within 15 feet of the main system components, for a minimum of three (3) years, and shall be submitted electronically to the Fire Department in the manner prescribed by the Fire Prevention Division.

F. Life Safety and Fire Protection Reports. A copy of an itemized report upon completion of an inspection, maintenance, repair, or replacement, performed in accordance with the applicable standards on any and all life, safety or fire protections, appliances and systems, including, but not limited to, fire sprinkler systems, stand pipe systems, fire alarms, smoke detection monitoring systems, fire extinguishing hood systems, private fire hydrants, private water main systems, fire extinguishers, other extinguishing systems. Fire hose shall be forwarded by the entity, contractor, company, or individual performing the service to the Hartford Fire Department in the manner set forth by the Division. The report shall include a pass or fail along with a listing of any and all deficiencies found. The report shall also include any repairs or replacements that were completed at the time of inspection or maintenance.

(i) Any report without deficiencies shall be uploaded within 30 days of completion.

(ii) Any report with a non-critical deficiency shall be reported to the fire department within 10 days of discovery.

(iii) Any report with a system impairment shall be report to the Fire Department within 24 hours of discovery.

6.210. - Investigation of Fires.

A. Investigation. The Division, or any authorized officer of the Fire Department, shall investigate the cause, origin and circumstances of every fire occurring within the jurisdiction of the Fire Department, which is of suspicious nature, or which involves loss of life or injury to person, or by which property has been destroyed or substantially damaged. Such investigation shall begin immediately upon the occurrence of such fire and, so far as possible, shall determine whether the fire is the result of accident, carelessness or design. If it appears to the Division, or the authorized officer of the Fire Department making the investigation, that the fire is of suspicious origin, the Chief of the Fire Department shall be immediately notified of such findings. Thereupon the Division, or the authorized officer, shall take charge immediately of the physical evidence, and shall notify the proper State authorities and/or Law Enforcement Agency, designated by law to pursue the investigation of such matters, and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case.

B. Report of Fire. Every fire shall be reported in writing to the Division within twenty-four (24) hours after the occurrence of the same, by the officer in charge at such fire. The report shall be in such form as shall be prescribed by the Chief of the Fire Department, and shall contain a statement of all facts relating to the cause, origin and circumstances of such fire, injury to person, extent of the damage to property, the insurance upon such property, and such other information as may be required.

C. Investigation of Fire of Suspicious Origin. The District Attorney and any department of the City, County, or State of Wisconsin may assist in the investigation of any fire upon request of the Chief of the Fire Department or the Division when, in their opinion, such fire is of suspicious origin.

6.211. – Fire Protection Signage Requirements.

A. **Identification.** Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. Approved signs required to identify fire protection equipment and equipment location shall be constructed of durable materials, permanently installed and readily visible.

B. **Conformity.** All fire protection signage within the jurisdiction of the Department shall conform to a standard set forth by the Fire Chief and/or his designees.

6.212. – Plan Review Requirements

A. **Plan Review.** The City has adopted Delegated Agent Municipality status under SPS 361.60 and SPS 382 of the Wisconsin Administrative Code, exclusively for commercial plan review purposes. Reference City Municipal Code §15.04(3) for plan review requirements prior to permit issuance to ensure compliance for fire alarm and fire suppression projects.

6.213. - Fees.

A. **Fees.** The Common Council shall, from time to time, by Resolution, establish fees for the following Permits, reviews, inspections and services provided by the Fire Department, which, to the greatest extent possible, shall be collected prior to action by the Fire Department:

Fireworks Sale

Fire Alarm Permit

Fire Suppression Permit

Hood System Permit

Re-inspection Fees

Plan Review Fees – Fire Alarm

Plan Review Fees – Fire Suppression

6.214. - Revocation of Permit(s).

The Division may revoke any permit or approval issued by the Division if any violation of this Chapter is found upon inspection or in case there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based.

6.215. - Fire Prevention Education and Fire Drills.

A. **Fire Drills in School Buildings.** Fire drills shall be held at least once a month in school buildings, and shall include complete evacuation of all persons from the building. During severe weather, fire drills may be postponed.

B. **Fire Drills in Other Institutions.** Fire drills shall be held at least once every two (2) months in hospitals, mental and/or correctional institutions, homes for the aged, nursing homes, convalescent homes and children's homes, and shall be conducted to familiarize personnel with their assigned positions of emergency duty; complete evacuation of occupants from the building at the time of the fire drill shall be required only where it is practical and does not involve moving or disturbing persons under medical care.

C. **Fire Drill Written Reports Required.** A record of all fire drills shall be kept and persons in charge of such educational or institutional occupancies shall file written reports annually with the Division, giving the time and date of each drill held.

D. Monitoring Company. Each time a drill is conducted, the responsible party for the property shall inform the Electronic Monitoring Company and the Fire Department of such drill, and subsequent fire alarm activation.

6.216. - Fire Extinguishing Equipment.

A. Designation of Number, Type and Location of Fire Extinguishers. The Division is hereby empowered to designate the number, type and location of fire extinguishers and other fire protection equipment as may be deemed necessary in any building or structure.

B. Custodian of Fire Extinguishing Equipment in Places of Public Entertainment. The owner, agent or manager of every theater or place of public entertainment shall designate a person of competency, satisfactory to the Division, who, during every performance or public assemblage within such building or structure, shall be on duty to take charge of the fire extinguishing equipment required.

C. Fire Alarm, Detection and Extinguishing Systems.

1. Internal local fire alarm or detection systems shall be required in schools, public and private, colleges and universities, hospitals, institutions, jails, nursing, convalescent and retirement homes, and other occupancies with one hundred (100) or more sleeping accommodations or any building which has eight (8) or more separate residential occupancies. Said internal fire alarm or detection system in each of the aforesaid classes of buildings, except apartment houses, shall be connected to a private, twenty-four-hour supervised Alarm Company.

2. Every establishment preparing and serving food, except private residences, shall have automatic fire extinguishing protection built into any new or modified hood and/or exhaust system as part of any cooking equipment which has an open flame or an electric element that could cause ignition or contact with, or exposure to, grease or inflammable materials.

6.217. - False Fire Alarm: Destroying, Removing, Injuring or Meddling with Fire Alarm Systems.

A. False Fire Alarm; Destroying, Removing, Injuring or Meddling with Fire Alarm System Unlawful. It shall be unlawful for any person to give, or cause to be given a false fire alarm, with intent to deceive any public official or employee, or to tamper, meddle or interfere in any way with any fire alarm system or device, or any part thereof, or to make any connection therewith so as to interfere with the proper working of said system, or with intent to injure, break or destroy any machinery or fixtures connected with such system.

B. Violations.

1. Any person violating any provision of this Section shall, upon conviction of such violation, be punished by a forfeiture of not less than one hundred and fifty dollars (\$150.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

2. Any person violating any provision of this Section who has previously been convicted of violating this Section, and such prior conviction has not been reversed, shall upon conviction be required to forfeit not less than one hundred dollars (\$150.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

6.218. - Fireworks.

A. State Law Incorporated and Made Stricter. Wis. Stats. § 167.10, is hereby adopted and incorporated herein by reference.

B. Permit for Sale of Permissible Fireworks. In the event of noncompliance with Wis. Stats. § 167.10, and/or this Chapter, the Fire Chief, or designee may revoke or suspend said permit. Permit applications

shall be made on forms provided by the City, and shall be fully completed prior to submission. The Fire Chief, or designee, may test samples of any device proposed to be included under said permit and may limit the permit by defining items determined by name brand and/or description to be permissible fireworks. The Fire Chief, or designee, may also test samples of any permittee which are offered, held or displayed for sale to determine permit compliance. Any and all contraband may be seized as evidence. Permits hereunder shall expire at the end of the calendar year in which issued, unless otherwise stated on the permit.

6.219. - Control of Open Burning; Open Flames in Buildings.

A. Definitions.

Bonfire shall mean a recreational fire that has a total fuel area greater than three (3) feet in diameter and greater than two (2) feet in height.

Cooking Fire shall mean a fire ignited and maintained for the express purpose of cooking food for human consumption.

Open Burning shall mean the oxidation from which the products of combustion are emitted directly into the ambient air without passing through a stack or chimney.

Outdoor Fireplaces or Fire Pits shall mean bowls or pits designed for the holding or burning of wood.

Recreational Fire shall mean an outdoor fire burning material other than rubbish with a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height for pleasure, religious, ceremonial, warmth or similar purpose.

Sky Lantern shall mean a small hot air balloon made of paper, with an opening at the bottom where a small fire is suspended.

B. Prohibitions and Exceptions. Open burning and sky lanterns are prohibited with the following exceptions:

1. Small open flames for welding, acetylene torches, safety flares, heating tar or similar applications.
2. Outdoor fires for cooking, but only if said fire is contained in a device made of metal, concrete or brick, and specifically designed for the cooking of food by heat, steam or smoke; said device is to be located not closer than ten (10) feet to any building or structure. Once cooking is complete, the fire must be extinguished. Fires maintained contrary to this section are subject to an order to extinguish by the enforcement authorities at the sole discretion of the enforcement authorities in furtherance of this Chapter.
4. Fires set for practice and instruction of firefighters, or testing of firefighting equipment.
5. Recreational Fires contained within outdoor fireplaces or fire pits subject to the following conditions:
 - a. Permission of the property owner is required before starting a fire.
 - b. Fireplaces shall include a bowl with supports to ensure clearances to combustibles.
 - c. Fire pits shall have an enclosure, heavy screen or spark arrestor to control and contain embers and sparks.
 - d. Fireplaces or fire pits shall not be used within fifteen (15) feet of a building, lot line, balconies, utility pole, overhead wires, or other combustible materials.
 - e. Fireplaces or fire pits shall be used on a stable level surface.
 - f. Fireplaces or fire pits shall not be used on any combustible deck, porch, or patio.

g. Only clean, dry wood is permitted to be burned in fireplaces or fire pits. No trash, yard waste, or construction materials shall be burned.

h. If the fireplace is a propane unit only propane shall be burned.

i. The smoke from the fireplace or fire pit shall not create a nuisance.

j. A fire extinguisher, garden hose, or other method of fire control shall be readily available.

k. The fireplace or fire pit must be supervised at all times by a responsible adult, as defined by 18 years or older. The fire must be completely extinguished before the fireplace or fire pit is left unsupervised.

l. Fireplaces or fire pits shall not be operated when air quality is other than good or moderate as defined by the Wisconsin Department of Natural Resources.

m. Manufactured outdoor fireplaces and fire pits shall be operated in accordance with the manufacturer's assembly, safety, and operating instructions.

n. Fireplaces and fire pits shall be subject to an order to extinguish by the enforcement authorities at the sole discretion of the enforcement authorities in furtherance of this Chapter.

o. No recreational fires are allowed when wind speeds exceed fifteen (15) miles per hour.

p. No burning shall take place on lakeshores, roadside ditches, streams, or other waterways within the City of Hartford.

C. Open Burning Procedures. All allowed open burning shall be conducted in conformance with State fire protection regulations and this Chapter, and shall not endanger the public health, safety or welfare or be an annoyance or discomfort to the neighborhood or traveling public.

D. Open Flame in Building. No open flame candle or other open flame fixture shall be used in any building or structure unless guarded and attended by an adult; however, no open flame fixture shall be used in any tent or temporary structure.

E. Any person violating any provision of this Section shall, upon conviction of such violation, be punished by a forfeiture of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

6.220. – Mobile Food Establishments.

A. Definitions:

1. **Mobile Food Vehicle** shall mean any commercially manufactured, self-contained, mobile food unit, including trucks, carts, and trailers, in which food is prepared or processed and from which food is sold or dispensed to a consumer.

2. **Mobile Food Vehicle Vendor** shall mean the owner or responsible party of a mobile vehicle or pushcart; hereinafter referred to as "vendor"

3. **Pushcart** shall mean a non-self-propelled wheeled cart, specifically designed and used for keeping, storing, or warming food or beverage for sale by a mobile food vendor, which may be moved by one person without the assistance of a motor.

B. Permit Required; It shall be unlawful for any person to do any of the following within the City of Hartford without first having obtained a valid permit.

1. Operate a mobile food vehicle or pushcart;

2. Serve, sell, or distribute food from a mobile food vehicle or pushcart;
3. Cook, wrap, package, process, or portion food in a mobile food vehicle or pushcart for service, sale, or distribution.

C. Fire Inspection Required; Upon receipt of an application for a permit to operate a mobile food vehicle, the Fire Department will conduct a fire inspection, as soon as practicable.

1. Inspections will be completed at a location designated by the Fire Chief or Fire Inspector.
2. Any mobile food vehicle within the City of Hartford shall conform to all standards set forth by any referenced code, standard, or statute listed in this chapter.

D. Permits

1. A permit issued by the Fire Department under this section shall be valid for one year, unless suspended or revoked for cause, and shall not be assignable or transferred.
 - a. A permit issued by the Fire Department shall not supersede any other requirement set forth by the City of Hartford.
 - b. Each permit issued by the Fire Department shall expire 365 days from the date of issue.
 - c. Each permit issued by the Fire Department shall not be transferrable from vendor to vendor
 - d. Each permit issued by the Fire Department shall not be transferrable from vehicle to vehicle or pushcart to pushcart.
 - e. Each permit issued by the Fire Department shall be posted in a conspicuous location at all times.

E. Suspension and Revocation

1. Any permit issued by the Fire Department may be suspended or revoked if the permit holder made any material omission or materially inaccurate statements in the permit application, or if the permit holder violates any provision of this chapter.

F. Violations and Penalties

1. Any person violating any provision of this chapter shall be subject to the forfeitures and penalties defined in Chapter 42 of the City Municipal Code. Each day a violation occurs shall constitute a separate offense.
2. The Police or Fire Department shall have the authority to remove or cause the removal of any vending equipment or merchandise found to be in violation of this chapter. In addition to any forfeiture, the violator shall be liable for any removal, towing, and storage charges incurred by either department.
3. The Fire Department shall also have the right to seek any remedies available to it under the law or in equity with respect to any violation(s) of this chapter.

6.221. - Maintenance and Storage of Combustible Materials.

A. Oily Waste and Rags.

1. Oily waste and oily rags, when not in actual use, shall be kept in approved, standard, self-closing metal waste cans.
2. One such waste can shall be installed for every two thousand five hundred (2,500) square feet, or fraction thereof, on each floor where oily waste or oily rags are used or collected.

3. The contents of all such waste cans shall be properly disposed of at least once daily.

B. Oil-Bearing Machines. When a printing press or other oil-bearing machine is placed on a combustible floor, such floor shall be protected with substantial sheet metal or other approved noncombustible material, as directed by the Division.

C. Oily Clothing. Oily or greasy clothing shall not be allowed to remain on wooden floors or workbenches, nor placed in wooden lockers, nor hung against combustible walls or partitions. Approved ventilated metal lockers or metal-lined wooden lockers shall be provided.

D. Floors. All combustible floors and platforms shall be kept free of oil drippings and oily waste and rags.

E. Waste Materials.

1. No owner, agent or occupant of any building within the City shall allow to accumulate any Waste Materials such as paper, hay, straw, rags or other waste material of a combustible nature in any building or on any premises unless stored as provided in Subsection 3.21.

2. The Fire Chief or his/her designee shall order the immediate removal of such accumulated combustible waste material from any building or premises when, in his/her opinion, such storage would create a fire hazard. Ashes, when kept in basements of buildings under this Section, shall be placed in fireproof bins, areas or containers.

3. Waste Material shall be stored in a separate fireproof storage building, in a metal container with a cover, metal lined box with cover, or a fireproof vault or room. Waste Material so stored shall be properly disposed of at least daily.

F. Decorative Materials.

1. For all occupancies in Groups A and E (as defined in the International Building Code), no decorative materials such as flammable window draperies, curtains, streamers, surface coverings applied over the building interior finish for decorative, acoustical or other effect, and cloth, cotton batting, straw vines, leaves, trees, and plastics used for decorative effect are permitted, except for floor coverings and ordinary window shades.

2. The Fire Prevention Division shall have the authority to permit the use of decorative materials, provided that the materials have been effectively treated with an approved fire retardant and are maintained as flameproof. Proof of treatment must be provided to the Division.

G. Smoking Materials.

1. No person employed in any public building shall place or store used smoking materials in a combustible receptacle. Every receptacle used for disposing of used smoking materials shall be of noncombustible material. There shall be no less than one (1) approved receptacle in every service area where used smoking materials are gathered for disposal.

6.222. - Explosives.

A. Wisconsin Administrative Code. The storage, use, handling and transportation of explosives within the limits of the City of Hartford are hereby adopted and incorporated herein by reference.

B. Permits.

1. No person shall transport, store, sell, deliver, use or have in possession any explosive without first obtaining a permit therefor from the City Clerk/Treasurer and approved by the Division.

2. Any person desiring a permit as required by this Section shall file with the City an application for such permit, in writing, upon a form furnished for such purpose. Every application shall state the name or names of the applicant(s), stating further the location and manner of storage or sale, or the location where blasting is to be done, the method of detonating the explosive, and any other information as may be required by the Division.

3. Permits for the storage or use of any explosive, when issued, shall, at all times, be kept on the premises in a readily accessible place for inspection.

4. No permit for blasting shall be issued for a period longer than forty-eight (48) hours.

C. Revocation of Permit. If, after a permit has been granted, an inspection by the Chief of the Fire Department or an Inspector of the Division discloses that the permit holder, or those acting under him, or those attempting to store or use such explosives are operating contrary to the regulations of this Section, the Chief of the Fire Department, the Chief of the Division, or an Inspector of the Division shall immediately stop all operations and revoke the permit. When such operations are stopped and the permit is revoked, all explosives shall immediately be removed from the premises and the City, subject to the regulations of this Section relative to transportation of explosives.

D. Delivery in Transit.

1. No person conveying explosives of any kind or nature by means of a boat, vessel, railroad car, wagon, automobile or any other means of conveyance shall enter the City, under any circumstances, without first reporting to the Division. The Division may permit such conveyance to enter and remain in the city for a specified period of time.

F. Exceptions. Nothing contained in this Section shall be construed as applying to the regular military or naval forces of the United States, or the militia of any State thereof, nor the Police or Fire Department provided they are acting within their official capacity and in the performance of their duties.

G. Location of Magazines.

1. The location of all magazines in which explosives are to be kept or stored shall be approved by the Division of Alcohol, Tobacco, Firearms and Explosives.

2. The area surrounding a magazine for a distance of at least twenty-five (25) feet shall be kept free from rubbish, weeds, shrubbery, dead grass and other combustible materials.

H. Record of Blasting and Use of Explosives. Every person using explosives or responsible for the use thereof shall keep a "Blasting Record," which shall show the date of blasting, time, location of shot or shots, number of holes for explosive, depth of holes, amount of explosive used, by stick of dynamite, and by pounds or other applicable measurement if other explosives are used.

I. Penalties.

1. Any person violating any provision of this Section shall, upon conviction of such violation, be punished by a forfeiture of not less than one hundred and fifty dollars (\$150.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

2. Any person violating any provision of this Section who has previously been convicted of violating this Section, and such prior conviction has not been reversed, shall upon conviction be required to forfeit not less than one hundred dollars (\$150.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

6.223. - Automatic Suppression Systems.

A. Purpose. The purpose of this Section is to provide the means for the automatic extinguishment of fire in buildings or parts of buildings which, because of their size, construction or occupancy, or lack of suitable protective equipment, constitute a special fire hazard to life or property, or an excessive burden upon the fire extinguishing capabilities of the Fire Department.

B. Definitions. The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Area means ground area of buildings or sections of buildings divided by an approved firewall; each section being considered a separate area.

Automatic Fire Sprinkler Equipment means an integrated system of underground and overhead piping designed in accordance with fire engineering standards. The system includes a suitable water supply, such as a gravity tank, fire pump, reservoir or pressure tank and/or connection by underground piping to a municipal water main. The portion of the sprinkler system aboveground is a network of specially sized or hydraulically designed piping installed in a building, structure or area, generally overhead, and to which sprinklers are connected in a systematic pattern. The system includes a controlling valve and a device for actuating an alarm when the system is in operation. The system is usually actuated by heat from a fire and discharges water over the fire area.

Basement means any story where less than half of the height between the floor and ceiling is above the average level of the street, sidewalk or finished grade.

Fire Resistive means that type of construction in which the structure members, including walls, partitions, columns, floors and roof construction are of noncombustible materials with a fire resistant rating of not less than those specified in Chapter 7 of the International Building Code.

Story means that part of a building comprised between a floor and the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling above it.

C. **Wisconsin Administrative Code.** The provisions of the Wisconsin Administrative Code regulating Automatic Fire Sprinkler Systems and Fire Safety are hereby adopted and incorporated herein by reference as it now exists and as it may be amended in the future.

D. Installation and Maintenance Required.

1. **Requirement.** Every building constructed, structurally altered, or has a change of occupancy, where required, shall have an approved Automatic Fire Sprinkler System installed and maintained when occupied, in whole or in part, for the following purposes in the following building groups as defined in the International Building Code.

2. **Exception to the Installation Requirement.** Unless otherwise required by state law, any building that has a U.L.-approved smoke detection system that includes a monitored, central-station fire alarm panel, which system has been approved by the Fire Chief for the building in which it is installed, that completely satisfies any of the following is excepted from the installation requirement of paragraph D.1.

a. An existing building.

b. A building that is constructed pursuant to a developer's agreement approved by the Municipality before the effective date of the ordinance from which this Chapter is derived.

The exception of this paragraph D.2 does not apply to the maintenance requirement for a sprinkler system that is already installed.

3. **Automatic Fire Sprinkler Systems Plan Submittal Requirement.** Plans and specifications shall accompany each submittal, including all applicable plan review and acceptance testing fees. Plans will be reviewed and conditionally approved by the State of Wisconsin Department of Safety and Professional Services. All sprinkler systems require a permit issued by the Municipality prior to the start of any work. The Hartford Fire Department shall witness all field and acceptance testing.

E. **Exceptions.** Provided that an alternate fire suppression system approved by the Division is in use, any portion of a building housing a process or material which would interact with water to create a greater fire hazard than without water, may be exempt from the requirement of Automatic Fire Sprinkler System.

F. Water Supply System. The water service line providing water to an Automatic Fire Sprinkler System may be connected to the general water service lateral, or may be a separate lateral, providing however, that if connected to the general water service lateral, the line must be separated and valved before the water meter which measures the domestic water supply.

The size, location and metering of the required water supply line must be authorized and approved by the City of Hartford Water Utility in accordance with the Rules and Regulations governing water service in the City of Hartford.

The owner of any premises requiring Automatic Fire Sprinkler Service is required to pay for the full cost of installing a new or separate fire service water supply line in addition to all necessary valves, fittings and meter settings required to provide such service; and shall further be required to sign a contract for a water supply line service connection with the City of Hartford Water Utility.

G. Fire Department Connections.

1. **Requirements.** Every Automatic Fire Sprinkler System shall have the following:

a. **A Fire Department Connection.** The Fire Department Connection shall be operationally connected to the Automatic Fire Sprinkler System. The Fire Department Connection shall have a Siamese connection with two and one-half-inch national standard threads. The Fire Department Connection shall be located to comply with all of the regulations defined in the referenced standards adopted by this Chapter.

b. **Bollards.** Fire hydrants associated with system shall be protected from vehicular traffic damage with bollards. The Division shall determine the number of bollards needed.

c. **Signage.** All Fire Department Connections will be labeled on the building; signage to be approved by the Division.

2. **Exceptions.** Any or all the requirements of this Subsection may be waived by the Fire Chief in the exercise of his/her discretion, subject to the considerations of public safety and welfare, if either of the following apply:

a. The construction, alteration, or change requiring installation of an Automatic Fire Sprinkler System pursuant to Subsection D., herein, is in sufficiently close proximity to a suitable paved surface, including, but not limited to, a street, and a hydrant to enable the Department to effectively charge an Automatic Fire Sprinkler System from a pumper located on the paved surface.

H. Yard Fire Hydrants as A Part of Fire Loop.

1. **Number of Required Yard Fire Hydrants.** Additional yard fire hydrants shall be provided around the perimeter of the building so that no yard fire hydrant is more than five hundred (500) feet from other approved yard fire hydrants measured by normal access routes.

2. **Setback Distances.** Yard fire hydrants shall be no more than five (5) feet from the curb or edge of the street or fire apparatus access. Alternative setback distances may be considered when site conditions conflict with the provisions of this Section.

I. Installation Standards.

1. **NFPA Standards.** Approved Automatic Fire Sprinkler System equipment shall be installed in accordance with one (1) or more of the following NFPA standards as the Fire Chief may determine are applicable:

a. NFPA #13, Standards for the Installation of Sprinkler Systems.

b. NFPA #13D, Sprinkler Systems—One- and Two-Family Dwellings.

c. NFPA #13R, Sprinkler Systems in Residential Occupancies Up to and Including Four Stories in Height.

d. NFPA #231, General Storage.

2. Final Approval/Acceptance Test—Automatic Fire Sprinkler System.

- a. The Automatic Fire Sprinkler System shall have a hydrostatic test performed in the presence of a Fire Department Inspector or an authorized designee.
- b. The Automatic Fire Sprinkler System shall be tested by flows of the main drain and Inspector's test. The installer, in the presence of a Fire Department Inspector or designee, shall conduct the acceptance test.
- c. The installer shall provide a minimum of three (3) working days advanced notice to the Fire Department prior to performance of the final acceptance test.
- d. Any work or testing performed on sprinklers and underground supply shall be done by a duly licensed individual.

3. Maintenance. The owner or occupant of a building or structure containing a required Automatic Fire Sprinkler System shall maintain the system in an operative condition at all times. The owner or occupant of the building shall properly notify the Fire Chief, or designee thereof, in case such sprinkler protection becomes inoperative due to a breakdown.

J. Certification Inspection/Occupancy. Every installer of an Automatic Fire Sprinkler System shall, upon completion, certify to the Fire Chief, or designee thereof, that installation was completed pursuant to the requirements of this Chapter. Upon receipt thereof, the Fire Chief or designee, will inspect said installation and verify compliance or direct such appropriate action as required to secure compliance. No building or structure for which an Automatic Fire Sprinkler System is required shall be occupied or used for its intended purpose until compliance with this Chapter is verified by the Fire Chief or designee.

1. Any person violating any provision of this Section shall, upon conviction of such violation, be punished by a forfeiture of not less than one hundred and fifty dollars (\$150.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

2. Any person violating any provision of this Section who has previously been convicted of violating this Section, and such prior conviction has not been reversed, shall upon conviction be required to forfeit not less than one hundred dollars (\$150.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

K. Commercial Kitchen Hood Systems. Public/commercial establishments preparing and serving food for public consumption, shall clean, or have cleaned, all cooking equipment at least once each six (6) months and, more often, if necessary, as determined by the Division in order to prevent fire in exhaust ducts, hoods, fans, filters and exposed surfaces in the immediate area of the food preparation unit.

6.224. - Fire Alarms.

A. General. "Fire Alarm Systems" shall mean any device designed to sense or alert persons to the possible presence of fire. A Fire Alarm System may include, but is not limited to, smoke alarms, heat alarms, pull boxes, horns, strobes and alarm panels. All Fire Alarm Systems shall be installed per NFPA 72. All required alarm systems (required per NFPA 101 or the orders of the Hartford Fire Department) shall be monitored by an Underwriters' Laboratory listed monitoring company. All Fire Alarm Systems require plan submittal to the State of Wisconsin Department of Safety and Professional Services shall be submitted in the manner prescribed by the Division. Plans and specifications shall accompany each submittal, including all applicable plan review and acceptance testing fees. All Fire Alarm Systems require a permit issued by the Municipality prior to the start of any work. The Fire Inspector is his / her designee shall witness all field and acceptance testing.

B. Maintenance. The owner or occupant of a building or structure containing any Fire Alarm System shall maintain that system in an operative condition at all times, which shall include periods where the building may not be occupied. The occupant of the building shall notify the Fire Chief immediately in case the Fire Alarm System is rendered out of service for any reason. All Fire Alarm Systems shall be tested to meet the requirement of NFPA 72. A person(s) or company holding tester credentials issued by the State of Wisconsin shall perform the tests.

C. Where Required. Residential alarms and detectors shall be installed and maintained in accordance with the Wisconsin Administrative Code and the manufacturer's recommendations. In cases of conflict of requirements, the stricter requirements shall be in effect.

1. Carbon Monoxide Alarms shall be installed in accordance with the manufacturer's recommendations. Alarms shall meet the listing requirements of Wis §362.0915 and shall be replaced after seven (7) years of service.

2. Smoke detectors shall be installed and maintained in accordance with the manufacturer's recommendations. Residential alarms shall meet the listing requirements of Wis § 366 and shall use a non-replaceable non-removeable battery that can power the unit for no less than ten (10) years.

6.225. - Permanent Roof Anchorage Required.

Responsible parties for any building which is over (3) stories shall install and maintain anchorages on the roof of each such building in a number and manner to provide firefighting connection to allow for access to each point of potential emergency rescue, including, but not limited to, all windows, platforms, and all other points of emergency egress, which points of potential emergency rescue are located above the second story above a location that a ladder fire truck could reasonably be positioned.

Anchorage required herein shall be of a type used for attachment of personal fall arrest equipment and capable of supporting at least five thousand (5,000) pounds (22.2 kN) and shall be approved by the Fire Department in advance of installation. Anchorages shall be inspected annually and after each use.

6.226. - Emergency Response Enclosures.

A. Definitions.

Key Box System means a key-openable safe mounted about the exterior of a building.

B. Key Box System.

1. Key Box System Required. Where required, a building owner shall install a Key Box System of a type approved by the Fire Department prior to installation. The Key Box System shall be accessible by a single key that is keyed to a single master key, which master key is controlled by the Fire Department. After installation, the original and all copies of the accessing key shall be given to the Fire Department. Once installed, the owner shall maintain the Key Box System in the manner required herein as long as the building is occupied. Should maintenance of the Key Box System require access to the interior of the Key Box System, the owner must request access from the Fire Department. A Key Box System shall be required in the following circumstances:

a. For new construction subject to a requirement of a Certificate of Occupancy, with installation being a condition precedent to the issuance of the Certificate of Occupancy;

b. For existing structures undergoing a change of occupancy, which change of occupancy is subject to a requirement of a Certificate of Occupancy, with installation being a condition precedent to the issuance of the Certificate of Occupancy;

c. For new and existing structures that include any of the following features;

i. Fire Alarm Systems

ii. Automatic Sprinkler Systems

iii. Elevators

iv. Apartment complexes serving more than three (3) units, that have restricted access through locked doors and those having common basements, stairwells, or corridors to access living units.

d. Subject to an order for installation and maintenance of a Key Box System issued by the Fire Chief for any other structure that the Fire Chief reasonably believes, due to aspects unique to the structure, should have a Key Box System installed and maintained to protect the general public safety and welfare of the citizens and firefighters;

e. Due to the need for consistency and efficiency in emergency situations, and due to the proprietary nature of Emergency Lock Boxes, the Fire Department may specify a certain manufacturer or a limited number of manufacturers that provide key boxes.

2. Placement. The Key Box System shall be mounted near the building's Main Entrance, permanently affixed to the structure an unobstructed location and shall be visible from the roadway. All Key Box Systems shall be mounted no less than 48 inches from the ground, and no greater than 66 inches from the ground. Any deviation from this standard shall be approved by the Fire Prevention Division.

3. Identification. A KNOX Fire Department Alert Decal shall be affixed to the upper corner and on the same side as the installed key access box. If a box is installed on the left side of a door, the decal shall be affixed in the upper left corner of the door. If a box is installed on the right side of a door, the decal shall be affixed to the upper right corner of the door. Left and Right are identified from the street, facing the door.

4. Contents. Key Box Systems shall contain the entrance keys for the building (clearly marked as the entrance keys), access cards or keys to every space within the building (clearly marked for the spaces with which the cards or keys are associated), keys to Fire Protection Closets, keys for fire alarm or sprinkler valve access, and elevator key box keys.

5. Additional Security. Key Box Systems may be coupled with a burglar alarm system so that opening the Key Box System activates the burglar alarm, provided, however, that the owner or manager of the building responds to the alarm within thirty (30) minutes of the initial sounding of the alarm, and disables the alarm as soon as practicable after response. Failure of an owner or manager to respond timely or to disable timely the burglar alarm coupled with a Key Box System is a violation of this Chapter.

6. Access. The Fire Department shall be the only holder of the keys to accesses the key lock box. The contents of such box shall be verified and updated as part of the Division's Fire Inspection Program. It shall be the responsibility of the occupant and/or owner to advise the Fire Department when locks are changed, and keys require updating.

7. Elevators. Due to the need for consistency and efficiency in emergency situations, and due to the proprietary nature of Emergency Lock Boxes, the Fire Department may specify a certain manufacturer or a limited number of manufacturers that provide elevator key boxes. The key to access such boxes shall be maintained within the Fire Department Key Box as defined in Section 6.226(C)1. The elevator key box shall meet all of the following requirements;

- a. Fire Service Keys
- b. Elevator Equipment Room Key
- c. Manual Door Release Key.
- d. FEO-K1 compatible.

6.227. - Appeals.

The applicant for a permit, or the owner, or occupant of any building, structure or premises affected, may appeal to the Chief of the Fire Department the decision of the Division to disapprove an application or refuse to grant a permit applied for, or when it is claimed that any provision of the Chapter has been misconstrued or wrongly interpreted. Such appeal shall be filed within ten (10) days from the date of such decision or of an order properly issued by the Division.

6.228. - Failure To Comply with Orders.

A. **Noncompliance.** Failure to comply with any orders issued pursuant to the provisions of this Chapter by the Chief of the Fire Department or the Division, or duly authorized representatives, shall constitute an Ordinance violation, and any person, firm or corporation found guilty of such violation shall, upon the conviction thereof, be required to forfeit a sum not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed fifteen (15) days.

B. **Separate Offense.** Except as otherwise provided in this Chapter, each and every twenty-four (24) hours such violation shall continue shall constitute a separate offense.

6.229. - Penalties, General.

A. Unless otherwise defined in this code, the following penalties shall apply. Nothing in this Chapter shall preclude the City of Hartford from taking any appropriate action to prevent or remove a violation of this Code.

1. Any person violating any provision of this Section shall, upon conviction of such violation, be punished by a forfeiture of not less than one hundred and fifty dollars (\$150.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

2. Any person violating any provision of this Section who has previously been convicted of violating this Section, and such prior conviction has not been reversed, shall upon conviction be required to forfeit not less than one hundred dollars (\$150.00) nor more than five hundred dollars (\$500.00), together with the costs of the prosecution, and in default of payment thereof shall be imprisoned until such forfeiture and cost are paid, but not to exceed sixty (60) days. Forfeitures shall be in accordance with Chapter 42 of the City of Hartford Municipal Code.

B. **Separate Offense.** Each and every twenty-four (24) hours such violation shall continue, except as otherwise provided in this Chapter, shall constitute a separate offense.

6.230. - Validity.

Should any section, subsection, paragraph, sentence, clause, phrase or word of this Chapter be declared for any reason to be invalid or unconstitutional, the remainder of this Chapter shall not be affected thereby and shall continue in full force and effect.

All ordinances or parts of ordinances contravening the provisions of this Chapter are hereby repealed.

SECTION 2: That this ordinance shall be in full force and effect after publication as provided by law.

Signed:

Dennis J. Regan, Mayor

INTRODUCED:
ADOPTED:

ATTEST: _____
Shanna Kreilkamp, City Clerk

Executive Summary

Title: Recommendation to approve contractor to replace the south roof deck at the Jack Russell Memorial Library

Background: A long-standing water intrusion issue has been identified above the Library's main entrance. The leak originates from the roof system located beneath the south exterior deck and has resulted in recurring water infiltration into the library's conference/community room. The issue has existed for going back five years and is most noticeable during significant rain events.

The roof itself is completely covered by an elevated deck structure. Multiple roofing contractors were consulted, and most were unable to provide firm pricing without full exposure of the roof system. Limited inspection confirmed that the existing roof consists of a rubber membrane with an integrated drainage system. Given the age of the roof, approximately 16 years, and the ongoing interior damage caused by the leak, replacement is considered the most practical long-term solution rather than attempting localized repairs.

To access and replace the roof properly, the entire deck system must be removed, including the deck surface and supporting substructure. Due to the condition and age of the existing deck materials, the recommendation is to replace the deck following completion of the roofing work.

Three quotes were obtained for replacement of the south deck utilizing comparable high-quality PVC decking materials with extended manufacturer warranties:

Hometown Builders Unlimited Slinger, WI	\$ 65,570.96
Andy's Custom Sawing LLC Cedarburg, WI	\$114,250.00
CGM Carpentry, LLC Hartford, WI	\$109,000.00

Fiscal Impact: The library fund balance covers the cost to remove and replace the south roof deck.

Staff Recommendation: Staff recommends approval of Hometown Builders Unlimited of Slinger, WI to remove and replace the south roof deck at the Jack Russell Memorial Library for a total cost not to exceed \$65,570.96.

Rationale:

- Hometown Builders Unlimited can meet the scope of work required for the replacement of the south deck.
- Hometown Builders Unlimited is the low bid.
- Hometown Builders Unlimited has a resume with similar and related work.

Prepared by:



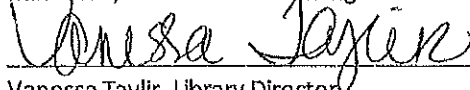
Randy Wojtasiak, Parks and Recreation Director

9/8/26

Date

Reviewed by:

Mike Fritz, Grounds and Buildings Maintenance Supervisor



Vanessa Taylor, Library Director

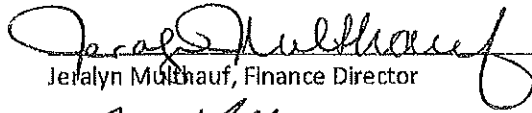
Date

9/9/26

Date

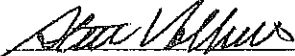
9/8/2026

Date



Jeralyn Multhauf, Finance Director

Approved by:



Steve Volkert, City Administrator

9-8-26

Date

Routing:

Library Board

9/9/26

City Council

9/22/26



Hartford Library Main Deck

Residential Proposal 26-369-1

Prepared By

Zach Bentzen

Hometown Builders Unlimited

(262) 235-5237

sales@hometownbuildersunlimited.com

255 Info Hwy, Slinger, WI 53086, USA

Prepared For

Mike Fritz

Jack Russell Memorial Library

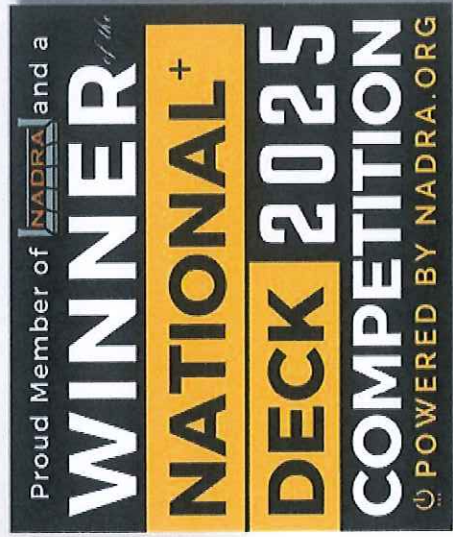
(262) 665-6162

mfritz@hartford.wi.gov

100 Park Ave HARTFORD WI 53027



TimberTech PRO





Residential Proposal 26-369-1

Issue Date July 23, 2026

Expires August 6, 2026

DESCRIPTION

TOTAL

Projected Project Start Date
November

\$0.00

Deck Construction

\$64,578.01

Planning and Demo

- Design and produce customer approved construction plans
- Obtain all needed construction permits
- Coordinate all needed inspections with local municipality
- Demo and dispose of existing deck

Framing

- Construct 2x10 pressure-treated framing with joists spaced 12" on center for enhanced strength and durability (2x12 framing to be used when span codes require)
- All beams to be 3 ply for enhanced structure stability
- Install joist tape on any multi ply beams to prevent water intrusion between lumber

Decking Selections

Please select 1 option

Hometown Builder Unlimited is proud to be certified TimberTech Elite Platinum Pro Installer

Standard Decking Install

- Picture Framed Perimeter
- Picture Framed Stair Treads
- Dimensional Fascia Detail

Job Specific

TimberTech decking is proudly made in the USA, crafted in facilities in Ohio and Pennsylvania with a focus on quality and sustainability.

- PVC decking uses high-performance recycled polymers and post-industrial PVC scrap to create a durable, moisture-resistant surface with no wood content. Making it the better choice for board performance and longevity, TimberTech PVC decking is standard with a 50 Year warranty
- Composite decking blends recycled plastics and wood fibers for a natural look and reduced waste. TimberTech composite decking is standard with a 25-30 year warranty depending on selected line.
- Both are built with significant recycled content and responsible sourcing to cut landfill waste and environmental impact.

All TimberTech products installed by Hometown Builders come standard with a 10 year labor warranty on top of manufactures product warranty

☐ TimberTech Prime+

-\$6,193.95

Composite, Grooved Profile- 25 Year Warranty
Coconut Husk, Sea Salt Gray, Dark Cocoa



☐ TimberTech Terrain+

-\$2,961.37

Composite, Grooved Profile- 25 Year Warranty
Terrain+: Weathered Oak, Natural White Oak, Dark Oak
Terrain: Silver Maple, Brown Oak



☐ TimberTech Reserve

+\$2,786.41

Composite, Solid Profile- 30 Year Warranty

Dark Roast, Antique Leather, Reclaimed Chestnut, Driftwood



☐ TimberTech Legacy

+\$6,736.53

Composite, Solid Profile- 30 Year Warranty

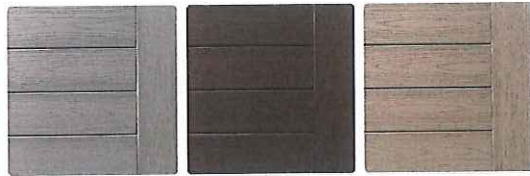
Espresso, Pecan, Tigerwood, Mocha, Ashwood, Whitewash Cedar



☒ TimberTech Harvest

PVC- 50 Year Warranty

Slate Grey, Kona, Brownstone

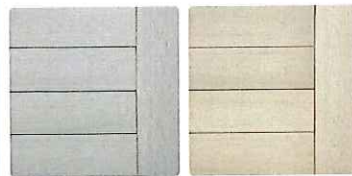


☐ TimberTech Harvest+

+\$3,215.93

PVC - 50 Year Warranty*

Timber Grey, Toasted Wheat



☐ TimberTech Landmark

+\$4,203.00

PVC - 50 Year Warranty*

Boardwalk, French White Oak, American Walnut, Castle Gate

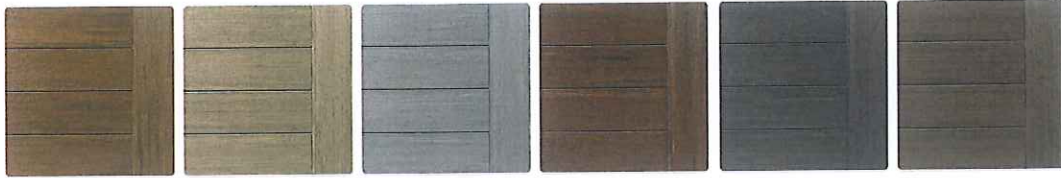


☐ TimberTech Vintage

+\$7,478.88

PVC - 50 Year Warranty*

Cypress, Weathered Teak, Coastline, Mahogany, Dark Hickory, English Walnut



Pergola

\$992.95

LABOR AND MATERIALS FOR DEMO ONLY. Existing pergola will stay.

4x4-16 Pressure Treated
Supports for demo

Pergola Labor
Support existing structure during demo

TOTAL

\$65,570.96

PAYMENTS STARTING FROM **\$567/month** on **Acorn** [Learn More →](#)

PAYMENT SCHEDULE

Name	Amount
Contract Deposit (20%)	\$13,114.20
Work Start Draw (40%)	\$26,228.39
Start of Decking (20%)	\$13,114.20
Start of Railing (10%)	\$6,557.10
Substantial Project Completion	\$6,557.07

This Outdoor Living Project Agreement ("Agreement") is entered into by and between Hometown Builders Unlimited LLC, a Wisconsin limited liability company ("Contractor" or "HTB"), and the undersigned client ("Client"), collectively referred to as the "Parties."

1. Purchase Price:

This section lists the current purchase price for the Goods and Labor ("Purchase Price"). As the project is built, this price is subject to adjustments based on materials and design choices. Sales taxes related to the purchase of materials are included.

2. Payments

As a matter of policy, HTB requires a deposit percentage that totals the approximate cost of pre-construction costs and partial material costs. In return, HTB protects the Purchaser from and agrees to absorb price increases on materials under 5% (see below).

Payment Draw Schedule Disclaimer:

The draw schedule outlined in or accompanying this agreement is based on the initiation of key construction phases. This schedule may not directly correlate to the percentage of work completed at any given time. Progress markers are at the discretion of HTB.

Payments are due at the start of each project phase as defined in the example below. The draw schedules are structured to apply broadly to all projects and are not custom-adjusted based on individual job size unless otherwise noted.

Standard Draw Schedule Example:

- 20% at Contract Signing
- 40% at Thirty(30) Days Before Project Start Date
- 20% at Start of Decking

- 10% at Start of Railing
- 10% at Substantial Project Completion*

*defined as when the project is usable and structurally complete, excluding minor punch list items

For larger or more complex projects, additional draws may be introduced to reflect milestone components, supporting project pacing and financial continuity. This will be shown in additional addendums if required

By signing this contract, the purchaser acknowledges that:

- Payment draws are milestone-based and not progress-percentage based.
- Each draw is due at the beginning of its respective phase, regardless of cumulative completion.

Payment Options

Invoices are due and payable upon delivery. The Purchase Price shall be payable in U.S. Dollars and may be made as follows:

Cash, Check, ACH Bank Transfer via JobTread/Quickbooks Invoice

Credit Card (3.55% Fee)

3. Permitting:

- HTB will apply for and manage all required City or County building permits.
- The Purchase Price includes any fees related to permitting and inspections required by governmental agencies.
- Due to the evolving nature of building code, municipalities may require an engineer to sign off on certain build aspects of the project. The price listed in this contract does not include potential engineering fees. HTB will inform the purchaser of engineering requirements when notified by the municipality and will pass engineering fees along to the purchaser at cost.
- Due to the evolving nature of city planning requirements, municipalities may require updated land surveys for the property where work is being performed. If it is determined that the municipality requires a survey and the Purchaser and/or municipality cannot provide one, HTB will manage the procurement of a land survey. The price listed in this contract does not include potential survey fees.

4. Escalation:

- Purchaser acknowledges and understands that the Contract Price for this Project has been calculated based on the current prices for component building materials, and that the market for building materials is volatile, and sudden price increases could occur.
- While HTB agrees to use reasonable best efforts to obtain the lowest possible prices from available building material suppliers, should there be an increase by more than five percent (5%) in the prices of any materials or equipment that are purchased after execution of this Agreement for use in this Project (the amount of any such increase exceeding five percent (5%) being a "Market Overage"), Purchaser agrees to pay, in addition to the Contract Price, the cost of any such Market Overage. To support charges for applicable Market Overages, HTB agrees to provide written notice delivered to the Purchaser stating the increased cost, the building material or materials in question, and the source of supply, supported by invoices or bills of sale.

5. Custom Material Ordering and Project Pauses

- Certain custom materials (e.g., windows, doors, specialty components) require precise measurements that can only be taken after specific project phases are completed. These materials cannot be ordered until those phases are finished.
- As a result, the project may experience a scheduled pause while awaiting fabrication and delivery of these items. The Purchaser acknowledges that such pauses are a normal part of the construction process and do not constitute a delay for which HTB is liable.
- If there is a payment draw associated with the custom materials phase, that draw is due at the time the materials are ordered—not at the time of installation. Delays related to the production or delivery of these custom items are not valid grounds for withholding payment.

6. Demolition:

Demo of existing structures, removal of siding, and preparation for deck installation:

- The Purchaser is responsible for removing all personal items from the construction area before the start date. \$150 fee if items are to be removed by HTB, unless otherwise agreed to in writing.
- The builder uses as much caution as possible during demolition and the project to protect the landscape around the job area. However, this is a construction site, and sometimes, the landscape is unavoidable and will be damaged. The Purchaser agrees to hold harmless the builder from any landscaping or irrigation damages that may occur.
- In this case, landscape refers to softscapes, such as grass, plants, bushes, flowers, etc., and does not refer to patios, pavers,

concrete, or other hardscapes covered under HTB's liability.

- HTB will remove and dispose of all debris in a dumpster on site. Dumpster fees are included in the project's purchase price.

7. Scope of Work:

- The scope of work (the "Scope of Work") outlined in the Project Description constitutes the entire scope of work to be performed by HTB.
- To the extent the Purchaser requests any deviations from the Scope of Work, a Change Order (as defined below) must be executed by the parties following the terms of this Agreement to constitute a valid amendment to the Scope of Work.

8. Change Orders:

- Any changes, alterations, upgrades, or deviations from the Scope of Work set forth on the Project Description will be performed only after a written Change Order ("Change Order") specifying such changes is agreed upon and signed by the parties.
- All increases to the Contract Price for work to be performed pursuant to a Change Order shall be paid by the Purchaser in full within 48 hours of execution of the Change Order. Any amount due to the Purchaser will be adjusted on the last payment due to HTB.

9. Preparation Work:

- All material purchased remains the property of HTB. After the Project and full payment, the material utilized in building the Project is the Purchaser's property. Unused construction materials shall remain the property of HTB and will be removed from the site within seven (7) days of project completion.
- The Purchaser is responsible for removing any personal items from the Project site before HTB commences the Project.

10. Concealed Conditions:

- HTB shall be entitled to an equitable increase to the Contract Price and/or an extension of the completion date of the Project to the extent that any conditions are encountered at the Project location which:
 - i. Are subsurface or otherwise concealed physical conditions
 - ii. Are unknown physical conditions of an unusual nature
 - iii. Materially differ from those contemplated by the Scope of Work, and any of the foregoing cause an increase in HTB's cost of, or time required for, the performance of any work.
- In such an event, the parties shall execute a Change Order specifying the same. Any damage to the Project or associated repair costs resulting from concealed problems, including but not limited to conditions such as concealed framing rot, improper installation of existing windows, siding and or flashing, excessive roots, or private underground utilities, are not the responsibility of HTB.
- Should anything be discovered that requires changes in the design and scope and/or increases the project's cost, the Purchaser will be notified and billed on a time (\$150/hr) and materials (against receipts) basis.

11. Irrigation Line Disclaimer

- HTB is not responsible for identifying, marking, or relocating irrigation lines on the property.
- It is the sole responsibility of the property owner to ensure all irrigation lines are clearly marked prior to the commencement of any work. This includes but is not limited to installations involving ground screws, helical piers, Diamond Pier systems, and traditional concrete footings.
- HTB will not be held liable for damage to any unmarked or improperly marked irrigation lines encountered during the installation of footings or any related excavation work.
- Additionally, HTB is not responsible for rerouting, capping, or otherwise modifying irrigation systems, even if they are properly marked. Any necessary relocation or repair of irrigation lines must be handled separately by the property owner or a qualified irrigation contractor at the owner's expense.

12. Exclusions:

- HTB assumes no responsibility for damage or costs related to or arising in connection with: Natural causes, weather conditions, vandalism, acts of God, or other occurrences beyond HTB's reasonable control

13. Helical Footing Extension Clause:

- All engineered helical footings will be installed to meet required torque specifications to ensure structural integrity. Due to the inability to assess below-ground soil conditions in advance, additional extensions may be necessary if sufficient torque is not achieved at standard depths.
- In the event that extensions are required, a change order will be issued at a rate of \$150 per extension. This rate includes the cost of materials, labor, and any necessary adjustments. The Purchaser will be notified immediately should extensions be needed, and no additional work related to footing extensions will proceed without the written approval of the associated change order.

14. Pet Safety and Liability Disclaimer:

- HTB and any subcontractors or partners hired by HTB are not liable for the safety or well-being of any pets that enter the construction zone or surrounding work areas at any time during the course of the project. It is the sole responsibility of the Purchaser to ensure that pets are kept safely away from the work area for the duration of the project.
- Additionally, HTB is not liable for any damage to completed or in-progress work caused by pets, wildlife, or pests entering the site.

15. Driveway Damage and Staining Disclaimer:

- HTB is not responsible for any cracking, scratching, staining, or other damage to the driveway caused by the placement, presence, or removal of dumpsters or other equipment used during the course of the project.
- While reasonable care will be taken, the homeowner acknowledges that heavy equipment and dumpsters may cause cosmetic or structural impacts to the driveway surface, and agrees to hold HTB harmless for any such damage.

16. Communication Policy

- To ensure the project is completed efficiently, accurately, and according to the agreed-upon scope of work, all communications regarding project details must go through your assigned Project Manager. Purchaser(s) and other parties may exchange brief pleasantries with onsite crew members and subcontractors, but under no circumstances should project-related direction, feedback, or changes be discussed with the crew or partners hired by HTB.
- Crew members are not authorized to accept or implement changes to the project. Any direction given by the Purchaser to the crew will be disregarded and may result in delays or additional costs if it leads to confusion or work being redone.
- If any questions, concerns, or requests for changes arise, Purchaser(s) are expected to communicate directly with the Project Manager so they can be properly documented and handled through the appropriate channels, including change orders when necessary.

17. Contractor's Right to Photograph the Work:

- Purchaser shall permit Contractor or person(s) employed or engaged by Contractor, without compensation or consideration to Purchaser, to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, education within the company, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor.
- Such photographs and any accompanying descriptions shall not identify the Purchaser by first name or the property address of the project without the express written consent of the Purchaser.

18. Water Management Disclaimer - Louvered Pergolas

- HTB's louvered pergolas are designed with integrated gutters to manage normal rainfall and direct water away from the covered area. While these systems provide significant rain protection, they are not a fully enclosed roof and should not be considered equivalent to a screened-in porch or solid roof structure.
- During periods of excessive rainfall or torrential downpours, water may enter through the louvers or overflow the gutters if the volume of rain exceeds the system's drainage capacity.
- Purchaser acknowledges and accepts that such occurrences are a natural limitation of this type of pergola system and agrees to hold

harmless HTB from any claims related to water intrusion under these conditions.

19. Timeline and Completion Estimates:

- Any timelines provided for the completion of the project are strictly estimates. Actual production times may vary due to a variety of factors, including but not limited to unforeseen site conditions, permitting delays, weather conditions, and other circumstances beyond the control of HTB.

Payment Due Dates; Interest Charges; Termination Fee:

- All payments are due in accordance with the Payment Schedule set forth in this Agreement. Any payments not received within seven (7) days of the invoice will be subject to a 12% monthly interest charge or the highest interest rate allowed by applicable law, whichever is less.
- If Purchaser terminates this Agreement more than 48 hours from the execution date of this Agreement, Purchaser will be required to pay for all work performed on the Project prior to the termination date.

20. Right to Suspend Work Due to Non-Payment

- HTB reserves the right to suspend work on the project if payment is not received in accordance with the payment schedule outlined in this agreement. If any scheduled payment is not received within seven (7) calendar days of the due date, HTB may, at its sole discretion, stop all work on the project until such payment is made in full.
- Repeated delays in payment may result in termination of the contract and the filing of a mechanic's lien as provided under Wisconsin Statutes 779.05

21. Dispute Resolution; Arbitration:

- Any and all disputes which may arise in connection with the contract documents shall be submitted to mediation, and if mediation fails, then to binding arbitration pursuant to the Wisconsin State Statute, Chapter 788, as amended, and judgment on any award rendered shall be entered in any court having jurisdiction hereof. The location of any such arbitration shall be in the county in which the Project is located.

22. Notice of Pre-Lien Documents

- In accordance with Wisconsin law, our material suppliers may send a formal pre-lien notice shortly after the project begins. This notice is a standard precaution that protects their legal rights but does not indicate any problem or that a lien has been filed. This is a common practice when materials are purchased on credit and is included here to avoid confusion in the event a notice is received.

ⓘ Entire Agreement

This document, along with all attached estimates, drawings, and approved change orders, constitutes the entire Agreement between the Parties. Any amendments must be made in writing and signed by both Parties.

The above specifications, costs, and terms are hereby accepted.

MIKE FRITZ

DATE



HOMETOWN BUILDERS UNLIMITED LIFETIME CRAFTSMAN WARRANTY

WHEN YOU CHOOSE HOMETOWN BUILDERS UNLIMITED FOR YOUR OUTDOOR LIVING PROJECT, YOU'RE SELECTING THE BEST IN QUALITY CRAFTSMANSHIP, CUSTOMER SERVICE, AND DEDICATION TO EXCELLENCE. OUR PROFESSIONAL TEAM TAKES PRIDE IN DELIVERING EXCEPTIONAL RESULTS WITH ONLY THE HIGHEST QUALITY MATERIALS AND WORKMANSHIP. WE'RE SO CONFIDENT IN THE QUALITY OF OUR WORK THAT WE PROUDLY OFFER THE HOMETOWN BUILDERS UNLIMITED LIFETIME CRAFTSMAN WARRANTY.

HOMETOWN BUILDERS UNLIMITED LIFETIME CRAFTSMAN WARRANTY DETAILS:

THIS WARRANTY COVERS DEFECTS OR DAMAGES RELATED TO IMPROPER INSTALLATION BY HOMETOWN BUILDERS UNLIMITED. IF ANY INSTALLED PRODUCT IS FOUND TO BE IMPROPERLY INSTALLED, IT WILL BE REPAIRED AT NO ADDITIONAL COST TO THE ORIGINAL HOMEOWNER ("OWNER"). WHILE WE BELIEVE THAT OUR EXPERT INSTALLERS ENSURE THE HIGHEST LEVEL OF WORKMANSHIP, THIS WARRANTY PROVIDES PEACE OF MIND THAT, SHOULD AN ISSUE ARISE, IT WILL BE ADDRESSED—FREE OF CHARGE—FOR THE LIFETIME OF THE ORIGINAL INSTALLATION.

WHO IS COVERED:

THIS WARRANTY IS EXCLUSIVELY FOR THE ORIGINAL HOMEOWNER WHO CONTRACTED HOMETOWN BUILDERS UNLIMITED FOR THEIR OUTDOOR LIVING PROJECT. COVERAGE IS TRANSFERABLE TO A SUBSEQUENT HOMEOWNER ONLY IF THE STRUCTURE REMAINS IN THE SAME CONDITION AND ALL PAYMENTS WERE MADE IN FULL AT THE TIME OF THE ORIGINAL CONTRACT. THE WARRANTY IS VOID IF OWNERSHIP OF THE PROPERTY CHANGES, OR IF THERE ARE ANY OUTSTANDING PAYMENTS TO HOMETOWN BUILDERS UNLIMITED.

WHAT IS NOT COVERED:

THIS WARRANTY DOES NOT COVER THE FOLLOWING:

- MATERIAL FAILURES: ANY DAMAGES OR FAILURES THAT OCCUR DUE TO MATERIAL DEFECTS, AS COVERED BY THE MANUFACTURER'S WARRANTY (PLEASE REFER TO THE MANUFACTURER FOR MATERIAL-SPECIFIC COVERAGE).
- ACTS OF GOD AND ENVIRONMENTAL DAMAGE: INCLUDING, BUT NOT LIMITED TO, DAMAGE CAUSED BY NATURAL DISASTERS (FIRE, FLOOD, HURRICANES, TORNADOES, EARTHQUAKES, ETC.), EXTREME WEATHER CONDITIONS (WIND, LIGHTNING, HAIL, ICE STORMS), OR OTHER ENVIRONMENTAL FACTORS BEYOND HOMETOWN BUILDERS UNLIMITED CONTROL.
- STRUCTURAL FAILURES: ANY FAILURE OF THE STRUCTURE NOT BUILT BY HOMETOWN BUILDERS UNLIMITED, INCLUDING ISSUES RELATED TO THE FOUNDATION, FRAMING, OR SETTLEMENT OF THE PROPERTY, AND OTHER ATTACHED STRUCTURES.

WHAT IS NOT COVERED CONTINUED:

- **IMPROPER USE, CARE, OR MAINTENANCE:** DAMAGE ARISING FROM IMPROPER USE, NEGLECT, OR FAILURE TO MAINTAIN THE DECK IN ACCORDANCE WITH MANUFACTURER GUIDELINES. THIS INCLUDES FAILURE TO CLEAN, SEAL, OR APPLY PREVENTATIVE MAINTENANCE REGULARLY. ADDITION OF ANY NON-APPROVED ACCESSORIES SUCH AS LARGE OUTDOOR KITCHENS, HOT TUBS, SWIM SPAS, OR OTHER ITEMS NOT INTENDED FOR USE ON THE DECK. TO ENSURE THE LONGEVITY OF YOUR OUTDOOR LIVING PROJECT, YOU MUST FOLLOW THE PROPER CARE AND MAINTENANCE GUIDELINES PROVIDED BY HOMETOWN BUILDERS UNLIMITED AND/OR THE MANUFACTURERS OF THE MATERIALS USED. THESE GUIDELINES SHOULD BE ADHERED TO AND DOCUMENTED AS PROOF OF REGULAR MAINTENANCE. FAILURE TO DO SO MAY VOID THE WARRANTY.
- **WATER AND MOISTURE DAMAGE:** DAMAGE DUE TO MOISTURE ACCUMULATION, WATER PENETRATION, MOLD, MILDEW, AND HUMIDITY RETENTION, UNLESS IT IS DIRECTLY CAUSED BY IMPROPER INSTALLATION.
- **NATURAL WOOD BEHAVIOR:** DAMAGE RELATED TO THE NATURAL BEHAVIOR OF WOOD, SUCH AS CRACKING, WARPING, TWISTING, CUPPING, OR ROTTING OF WOOD PRODUCTS (POSTS, BEAMS, JOISTS, DECKING, ETC.). THESE ARE NATURAL OCCURRENCES AND NOT DEFECTS IN CRAFTSMANSHIP. THIS INCLUDES THE STRUCTURE OF THE PROJECT AND ANY ADVERSE EFFECTS IT HAS ON DECKING, RAILING, FASTENERS, DRYWALL, DOORS, WINDOWS, ETC.
- **THIRD-PARTY INTERFERENCE:** ANY DAMAGE OR ISSUES RESULTING FROM ALTERATIONS, REPAIRS, PAINT OR ADJUSTMENTS MADE BY ANYONE OTHER THAN HOMETOWN BUILDERS UNLIMITED OR ITS AUTHORIZED REPRESENTATIVES.
- **HAZARDOUS MATERIALS:** ANY DAMAGE OR LIABILITY RELATED TO THE IDENTIFICATION, REMOVAL, OR EXPOSURE TO HAZARDOUS MATERIALS LIKE ASBESTOS, LEAD-BASED PRODUCTS, MOLD, ETC.
- **ROUTINE WEAR AND TEAR:** NORMAL SURFACE WEAR OR COSMETIC DETERIORATION OVER TIME DUE TO EXPOSURE TO THE ELEMENTS (INCLUDING FADING, SCRATCHING, OR DISCOLORATION OF MATERIALS) IS NOT COVERED UNDER THIS WARRANTY.

WARRANTY VOID CONDITIONS:

- ANY INSTALLATION, MODIFICATION, OR REPAIR OF THE INSTALLED PRODUCTS BY UNAUTHORIZED PARTIES WILL VOID THE WARRANTY.
- FAILURE TO MAINTAIN THE PROJECT PER THE MANUFACTURER'S RECOMMENDED GUIDELINES MAY RESULT IN THE DENIAL OF WARRANTY CLAIMS.

CUSTOMER RESPONSIBILITIES:

TO ENSURE THE LONGEVITY OF YOUR OUTDOOR LIVING PROJECT, YOU MUST FOLLOW THE PROPER CARE AND MAINTENANCE GUIDELINES PROVIDED BY HOMETOWN BUILDERS UNLIMITED AND/OR THE MANUFACTURERS OF THE MATERIALS USED. THESE GUIDELINES SHOULD BE ADHERED TO AND DOCUMENTED AS PROOF OF REGULAR MAINTENANCE. FAILURE TO DO SO MAY VOID THE WARRANTY.

*CHECK YOUR MANUFACTURER'S WARRANTY FOR ANY MATERIAL-RELATED COVERAGE.

**PROPER CARE FOR YOUR DECK REQUIRES ROUTINE MAINTENANCE WHICH SHOULD BE DOCUMENTED BY THE MANUFACTURER



Andy's Custom Sawing LLC.

3274 Elm Rd.

Cedarburg, WI 53012

Email-andyscustomsawing@yahoo.com

Cell Phone- (262)623-7360

Date	8/7/2026
Estimate#	405
Owner	City of Hartford
Project	Library Deck
Address	100 Park Ave Hartford, WI 53027

Estimate

Job Description	Price
Installing new deck on Library, Includes, -Removing old deck and hall away -Installation of structure will have to be assessed and see how framing support beam is attached and how deck is framed -Disposal of decking material -Installing new structure this includes just the framing for the decking -BEAMS AND BEAM SUPORTS TO BE DETERMINED AT TEAR OFF AND ESTIMATE AND INVOICE TO FOLLOW -ANY FLASHING TO RUBBER ROOF NEEDS TO BE DONE BY ROOFING CREW -Installing Azek Toasted Wheat decking . -Making two removable covers over drains -Installing band board by pergola to eliminate the splices in decking and tripping on splices *Parking Spaces under deck will have to be closed off during construction *Dumpster will also need to be present for all of construction *Any Engineering needed will be done time and material *Andy's Custom Sawing is not responsible for any flashing or water proofing to the roof *Quote's are good for 30 days. After 30 the labor rate will stay the same but material	\$114,250.00
Total	\$114,250.00

CGM Carpentry, LLC

49 S. Rural St.
Hartford, WI 53027
calebgmillard@gmail.com
262-388-7849

July 21, 2026

RE: Hartford Public Library Deck Replacement Proposal

To Whom It May Concern,

CGM Carpentry, LLC is pleased to provide the following proposal for the replacement of two exterior decks at the Hartford Public Library.

Scope of Work

- Remove and dispose of the existing decking and framing.
- Construct new deck framing using Owens Corning composite structural framing lumber.
- Install new 50-year decking using either TimberTech PVC or Deckorators Mineral-Based composite decking.
- Furnish all labor, materials, equipment, waste disposal, and required building permits necessary to complete the project.

Pricing

Project	Price
Main Deck (Approx. 960 sq. ft.)	\$109,000.00
Smaller Deck (Approx. 240 sq. ft.)	\$29,200.00
Grand Total	\$138,200.00

Thank you for the opportunity to provide this proposal. Please feel free to contact me if you have any questions.

Sincerely,

Caleb Millard
Owner, CGM Carpentry, LLC
262-388-7849

Executive Summary

Title: Recommendation to approve contractor to replace the boiler system at the Jack Russell Memorial Library

Background: Over the past 12 to 18 months, the library has experienced recurring operational issues with its boiler system, which supports the building's in-floor heating and temperature control systems. Despite internal troubleshooting efforts and consultation with the facility's current HVAC contractor, system performance has continued to decline.

Two independent contractors were asked to evaluate the equipment. Both contractors identified significant deterioration and buildup within the heat exchangers of the existing aluminum boiler system, resulting in reduced efficiency and reliability. Following their evaluations, both firms independently recommend complete replacement rather than continued repair.

The existing boiler system is approximately 16 years old. While similar systems typically have a longer service life, contractor reviews indicate that water quality management and filtration challenges within the closed-loop system likely contributed to the premature decline in performance.

Replacement proposals were received as follows:

J & H Heating Port Washington, WI	\$41,461.50
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Total Mechanical Pewaukee, WI	\$56,687.00
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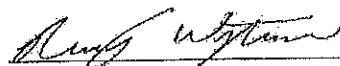
Fiscal Impact: The library fund balance covers the cost to remove and replace the boiler system.

Staff Recommendation: Following discussions with both contractors, the proposed replacement plan includes improved system maintenance practices. J&H Heating has offered ongoing support and training related to water treatment, testing procedures, and filtration maintenance to help maximize equipment life expectancy and system efficiency moving forward. Staff recommends approval of J & H Heating of Port Washington, WI to remove and replace the boiler system at the Jack Russel Memorial Library for a total cost not to exceed \$41,461.50.

Rationale:

- J & H Heating can meet the scope of work required for the replacement of the boiler system.
- J & H Heating is the low bid.
- J & H Heating has a positive history with the city.

Prepared by:



Randy Wojtasiak, Parks and Recreation Director

9/8/26

Date

Reviewed by:

Mike Fritz, Grounds and Buildings Maintenance Supervisor

Date

Vanessa Taylir

Vanessa Taylir, Library Director

9/9/2006

Date

Jeralyn Muthauf

Jeralyn Muthauf, Finance Director

9/8/2006

Date

Approved by:

Steve Volkert

Steve Volkert, City Administrator

9/9/26

Date

Routing:

Library Board

9/9/26

City Council

9/22/26



1220 Mineral Springs Drive
Port Washington, WI 53074
Phone: (262) 284-5589
chrisw@jhhheating.com

To: Hartford Rec
Attn: Mike Fritz
Email: Mfritz@hartford.wi.gov

From: Chris Wittig
Date: April 16, 2026
Re: Jack Russel Library Boilers

Quote #041626-2116

Library has original Aluminum wall mounted boilers which are running derated due to build up on heat exchangers. This caused problems this winter with heating the in-floor and mass storage per system design. I would move away from the aluminum and go to a stainless style. With the current space available a wall mount has been used in the base bid.

Scope:

Required Permits
Isolate and Demo existing (2) pc Boilers
Provide a new Boilers with the following:
 (2) pc Wall Mounted Lochinvar WHB399 Boilers
 Air and Water Specialties
Schedule 40 Hot Water Piping
Gas Piping
Boiler Venting and Intake
Boiler Condensate Piping
Pipe Insulation
Line and Low Voltage Wiring
Controls with BAS Integration
Start up and Commissioning
First Year Parts and Labor Warranty

Base Bid less Tax: \$41,461.50

Thank you.

Chris Wittig
Service Manager
J & H Heating, Inc.

TOTAL.

MECHANICAL

Building Integrity

June 25th, 2026

Proposal #26-4080

Mr. Mike Fritz
City of Hartford
125 N Rural St
Hartford, WI 53027

**RE: Library Boiler Replacement
HVAC**

We propose to furnish and install a complete replacement per the following:

- Isolate, drain, and disconnect (2) existing wall hung boilers
- Furnish and install (2) Lochinvar WHB399N wall hung high efficiency boilers
 - Stainless steel heat exchanger
 - SMART System boiler controller
 - Outdoor air and system sensor
 - Outdoor air temperature reset
- Connect hot water supply and return piping to each boiler for primary secondary configuration
 - 2" and smaller piping to copper Type L with press fittings
 - 2-1/2" and greater piping to be carbon steel with welded fittings
- Reconnect gas piping to each boiler per code
- Furnish and install new Category IV venting and combustion air intake
 - Venting to be UL1738 complaint per Wisconsin code
- Furnish condensate neutralizer kits and drain piping to nearest drain
- Low voltage wiring to reconnect boilers to system
 - Programming, if required, by others
- Line voltage wiring to reconnect new boilers
- Startup and testing new boilers

For the Sum of: \$ 56,687.00

Alternate #1 – Replace Air Separator and Expansion Tank

- Disconnect and remove the existing hot water expansion tank and air separator
- Furnish and install new bladder style expansion tank and air and dirt separator

Add the Sum of: \$ 11,793.00

Corporate Headquarters
W234N2830 Paul Road
Pewaukee, WI 53072

Janesville Office
1522 Knilians Road
Janesville, WI 53546

Milwaukee Office
7000 W. Calumet Road
Milwaukee, WI 53223

TOTAL Mechanical
total-mechanical.com
262-523-2500



Building Integrity

June 25th, 2026
City of Hartford – Library Boiler Replacement
Proposal #26-4080
Page 2 of 3

The following are specifically **excluded** from our proposal:

- Overtime or premium time charges
- Painting or touch-up paint, including painting of ductwork and piping
- Asbestos and/or lead paint testing and/or abatement
- Furnishing or installing temperature control devices, including controllers and sensors
- Programming or graphics (if required)

We have based our proposal on the best commodity pricing & availability at the current time; however, due to the volatility with products across the nation our proposal is only valid for up to 20 days from the date of this proposal. Tariffs, trade restrictions, tax changes, and/or supply chain disruptions may change material costs and lead times at any time. We reserve the right to pass through additional costs and/or schedule impacts and will provide documentation for client review prior to implementation.

We appreciate the opportunity to work with you on this and all future projects. Should you have any questions, or require additional information, please do not hesitate to contact me directly at (262) 522-7138, or email me at toconnell@total-mechanical.com

Respectfully Submitted,
TOTAL Mechanical, Inc.

A handwritten signature in black ink, appearing to read "Taylor O'Connell".

Taylor O'Connell, P.E.
Special Projects Supervisor

Corporate Headquarters
W234N2830 Paul Road
Pewaukee, WI 53072

Janesville Office
1522 Knitans Road
Janesville, WI 53546

Milwaukee Office
7000 W. Calumet Road
Milwaukee, WI 53223

TOTAL Mechanical
total-mechanical.com
262-523-2500

TOTAL. MECHANICAL

Building Integrity

Month XX, XXXX
Project NameXXX
Proposal #XX-BIDTRCR#
Page 3 of 3

TERMS AND CONDITIONS OF SALE

LIEN NOTICE - AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, TOTAL MECHANICAL, LLC HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO TOTAL MECHANICAL, LLC ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. TOTAL MECHANICAL, LLC AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

WARRANTY - TOTAL MECHANICAL, LLC warrants and guarantees to the OWNER (meaning the buyer as shown on the front of this document) that all materials and equipment, and the work to be performed hereunder, will be of good quality, free from faults and defects, but such warranty shall extend only for a period of one year from the date of substantial completion. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, PERFORMANCE OR OTHERWISE. TOTAL MECHANICAL, LLC'S liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including materials and equipment) as is found to be defective within such one-year period, and with respect to which the OWNER has given TOTAL MECHANICAL, LLC prompt written notice within such one-year period. No allowance will be made for repairs or alterations unless made with TOTAL MECHANICAL, LLC's prior written consent or approval. IN NO EVENT SHALL TOTAL MECHANICAL, LLC BE LIABLE FOR CLAIMS FOR ANY OTHER DAMAGES BASED UPON BREACH OF EXPRESS OR IMPLIED WARRANTY OR NEGLIGENCE, EITHER DIRECT OR IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL. This paragraph states TOTAL MECHANICAL, LLC's entire liability with respect to warranties, guarantees or representations, express or implied.

DAMAGES - TOTAL MECHANICAL, LLC IS NOT RESPONSIBLE FOR SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS FOR RECOVERING, REFURBISHING, REPRODUCTION OR ANY OTHER REHABILITATION OF A CONDITION, CIRCUMSTANCE OR PRODUCT.

EXTRAS - Any extra work requested by the OWNER, and performed by TOTAL MECHANICAL, LLC, shall be performed on a time and material basis (unless otherwise agreed in writing) including such overhead and profit as may then be standard for work of a similar nature, and all such extra work shall be subject to all of the terms and conditions hereof.

DELAYS - Any scheduled completion date is approximate and subject to delays caused by fire, strike or other labor disturbance. Acts of God, shortages of materials or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other factor beyond TOTAL MECHANICAL, LLC's control, none of which factors or events shall give rise to any liability on the part of TOTAL MECHANICAL, LLC, but shall extend the completion date for a period equivalent to the time lost by reason of all such factors or events.

PAYMENT TERMS - Unless otherwise agreed in writing, no retention shall apply to any of the work, and payment for all work (including materials and equipment) shall be made by no later than the tenth day of each month for work performed during the preceding month. On time and material work, the number of hours, rate per hour, and total of material will be stated on the invoice unless otherwise stated herein. On firm bid contracts, no detail will be required other than a draw against the contract amount, unless otherwise state within.

CONTRACT TERMS - The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms here for and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives concerning the terms hereof. No statement (except for extra work) or writing subsequent to the date hereof which purports to modify or all of terms and conditions hereof shall be binding unless consented to in writing signed by the party against which enforcement hereof is sought.

INTEREST AND COLLECTION COST - It is agreed that, in the event the OWNER fails to pay the amounts due under the terms of this Agreement when due, interest may be charged by TOTAL MECHANICAL, LLC at a rate of 1.5% per month, for a maximum of 18% per year. OWNER further agrees to pay all costs and expenses incurred by TOTAL MECHANICAL, LLC in collecting or attempting to collect amounts due hereunder, including reasonable attorney's fees.

INDEMNIFICATION - To the fullest extent permitted by law, the OWNER shall defend, indemnify and hold harmless Total Mechanical, LLC, OWNER, general contractor, and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with OWNER'S performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including their loss of use resulting there from, that is caused in whole or in part by any act or omission of the OWNER, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of OWNER or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The OWNER further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

If the above proposal, subject to the terms and conditions is acceptable, please sign and return. Total Mechanical, LLC will proceed with the work.

SIGNATURE

DATE

Corporate Headquarters
W234N2830 Paul Road
Pewaukee, WI 53072

Janesville Office
1522 Knilians Road
Janesville, WI 53546

Milwaukee Office
7000 W. Catumel Road
Milwaukee, WI 53223

TOTAL Mechanical
total-mechanical.com
262-523-2500

FOR
INFORMATIONAL
PURPOSES
ONLY

UTILITY COMMITTEE
Tuesday, September 22, 2026
6:00pm

PRESENT: Members Turchi, Kirley, Webb and Waldvogel

ALSO PRESENT: Utilities Director Brian Rhodes and Wastewater Director Dan Dentice

Call to Order – Alderperson Turchi called the meeting to order at 6:00 p.m. in the Common Council Chambers of Hartford City Hall, 109 North Main Street.

Public Comment Period – None.

Update on Electric Service Interruptions and Water Main Breaks –Utilities Director Brian Rhodes provided an update on the two Electrical Service Interruptions and the three Water Main Breaks

Discussion and consideration of approving the aeration basin rehabilitation by accepting the lowest bid from Staab Construction. – Wastewater Director Dan Dentice stated that this project is part of the 2027 Capital Improvement Project. The bidding process has started to get ahead since it will take six months to make the parts. Staab Construction came in as the lowest bidder.

MOTION by Alderperson Webb, seconded by Alderperson Kirley for approving the aeration basin rehabilitation by accepting the lowest bid from Staab Construction.
MOTION CARRIED UNANIMOUSLY.

Discussion and consideration of approving the application for the Sewer Lateral Replacement Reimbursement by David Schlotthauer, 122 Highland Ave, at a cost not to exceed \$3,500.00. – Wastewater Director stated informed the Utility Committee that there is a program that credits homeowners when they connect. The application met all requirements, and the project was complete to be reimbursed for \$3,500.00.

MOTION by Alderperson Kirley, seconded by Alderperson Waldvogel for approving the application for the Sewer Lateral Replacement Reimbursement by David Schlotthauer, 122 Highland Ave, at a cost not to exceed \$3,500.00.

Discussion and consideration to approve the Baxter & Woodman proposal for engineering and design services for the Well 15 PFAS treatment facility, with a cost not to exceed \$719,000, and authorize the Hartford Water Utility to proceed with the work on a time-and-materials basis. – Utilities Director Brian Rhodes stated that the design is based on PFA's pilot test that was completed. Using the pilot testing data the design can be planned accordingly for the Well 15 treatment facility.

MOTION by Alderperson Webb, seconded by Alderperson Waldvogel to approve the Baxter & Woodman proposal for engineering and design services for the Well 15 PFAS treatment facility, with a cost not to exceed \$719,000, and authorize the Hartford Water Utility to proceed with the work on a time-and-materials basis.

Adjournment – MOTION by Alderperson Kirley, seconded by Alderperson Waldvogel for adjournment at 6:20pm.
MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,
Shanna Kreilkamp, City Clerk

UTILSEPT22.26

PUBLIC WORKS COMMITTEE

September 22, 2026

6:30pm

PRESENT: Alderpersons Garza, Rusniak, Kirley, and Turchi

ALSO PRESENT: City Administrator Steve Volkert, City Clerk Shanna Kreilkamp, City Engineer Chris Walter.

Call to Order – Alderperson Garza called the meeting to order at 6:30 p.m. in the Common Council Chambers of Hartford City Hall, 109 North Main Street.

Public Comment Period – No public comment.

Discussion and Consideration to approve attempted sale of six lots owned by the City of Hartford which total 10.71 acres to offset the general fund budget shortfalls. – City Administrator Steve Volkert stated that these lots are no longer being used and have no plans to be used in the future. These five lots are not parks or being used by the Utilities.

MOTION by Alderperson Kirley, seconded by Alderperson Rusniak, to approve the attempted sale of six lots owned by the City of Hartford which total 10.71 acres to offset the general fund budget shortfalls.
MOTION CARRIED UNANIMOUSLY.

Discussion and Consideration regarding parking restrictions on W. State Street. – City Engineer Chris Walter informed the Committee that this parking restriction was used for St. John's Church of Christ. Since the church is no longer in use the parking restrictions can be lifted.

MOTION by Alderperson Turchi, seconded by Alderperson Kirley to approve the parking restrictions on W. State Street.
MOTION CARRIED UNANIMOUSLY.

Discussion and Consideration to add parking restrictions on W. State Street at Forest Street. – City Engineer Chris Walter stated the Police Department addressed concerns regarding visibility for oncoming traffic when vehicles are parked in the area. Adding a no-parking restriction would improve visibility by approximately 60 feet.

MOTION by Alderperson Kirley, seconded by Alderperson Rusniak approving the addition to parking restrictions on W. State Street at Forest Street.
MOTION CARRIED UNANIMOUSLY.

Discussion and Consideration to approve Centennial Park concrete work by Wetzel Construction. – City Engineer Chris Walter said that there have been some resident concerns regarding making Centennial Park more handicap accessible. The concrete work for the sidewalk will not impact the landscaping.

MOTION by Alderperson Turchi, seconded by Alderperson Kirley approving Centennial Park concrete work by Wetzel Construction.
MOTION CARRIED UNANIMOUSLY.

Adjournment – Motion by Alderperson Rusniak, seconded by Alderperson Turchi for adjournment at 6:44p.m. Motion carried.

Respectfully submitted,
Shanna Kreilkamp, City Clerk

PWSEPT22.26

MISCELLANEOUS

COMMITTEE

REPORTS

STREET DEPARTMENT MONTHLY REPORT

September 2026

Curbside Solid Waste Pickup:

	Tons of solid waste ►	408.95
464.88	◄ Tons of solid waste <u>last month</u>	

Curbside Recycling Pickup:

	Paper & Cardboard AND Commingles in (Glass, Plastic, Cans) RECYCLING CART ►	106.61
119.73	◄ Tons of recyclables <u>last year</u>	

JK
2026

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

Plowed and Salted City streets & sidewalks	Picked up Brush
Cleaned/Rebuild/Repaired Catch Basins and Outfalls	Trimmed Trees throughout the City
Removed snow from downtown & parking lots	Fixed Potholes
Picked up Excessive Garbage on Fridays	Plowed and Salted at the Airport
Resolved Recycling & Garbage complaints	Repaired & Replaced Street Signs as needed
Repaired and maintained Snowplows and Trucks	Assisted Water Dept. with Water Main Breaks
Delivered & repaired Recycling & Garbage Carts	Maintenance of all City equipment
Inspected sidewalks for snow removal/hung door hangars	

2. Training/Staff Development activities occurring during the month:

	Date
Confined Space Entry	22-Sep-26
Diesel Mechanic Training	24-Sep-26
Titan Fuel School	15-Sep-26

OVERTIME

DATE	PURPOSE FOR OVERTIME	TIME AND ONE HALF
9/4/2026	Lawn Mowing	0.80
9/10/2026	Lawn Mowing	0.50
9/11/2026	Brush Pickup/Lawn Mowing	2.40
9/14/2026	Lawn Mowing repairs	1.50
9/15/2026	Fuel School Airport	6.40
9/16/2026	Fuel School Airport	6.00
9/16/2026	Break Doors Lawn Mowing	2.00
9/18/2026	Octoberfest-Barricades	2.00
9/22/2026	Blacktoping	0.50
9/23/2026	Mike Shop Repairs	2.00
MONTHLY TOTAL ►		24.10

**CITY OF HARTFORD
MONTHLY TREASURER'S REPORT
SEPTEMBER 2026**

City Bank And Investment Accounts

Bank Accounts:

Forte Bank

Concentration Account	Acct# ****5901	Target Balance	\$	837,347
Concentration Account - IntraFi		Average Monthly Balance	\$	4,435,033

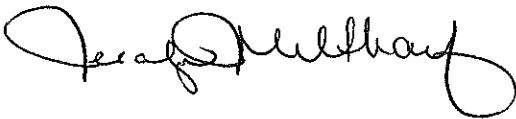
First Bank Financial Centre

DOD Rehab Loan Fund Acct	Acct# ****1017	Average Monthly Balance	\$	-
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Investments:

Local Government Investment Pool	Current Balance	\$	8,302,694
Temporary Investments - Forte	Current Balance	\$	9,147,373
Charles Schwab	Current Balance	\$	20,588,705
LPL Financial Investments		\$	7,788,868
Certificates of Deposit At Local Banks	Current Balance	\$	4,669,000
	Total Balances	\$	55,769,020

Respectfully submitted,



Jeralyn Multhau
Finance Director/Treasurer