



Department of Planning & Community & Economic Development

Community Development Division

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Child Care
Community Resources
Community Development Block Grant
Madison Senior Center

CITY OF MADISON

ADVERTISEMENT TO REQUEST PROPOSALS FOR RENTAL HOUSING INSPECTION SERVICES

Proposals Due: 12:00 Noon, Friday February 7, 2014

The City of Madison Community Development Division is seeking proposals to conduct ongoing Minimum Housing Code inspections of approximately to 120 HOME-assisted rental units.

CONSULTANT WILL BE EXPECTED TO PERFORM THE FOLLOWING:

Conduct an on-site inspection of the City of Madison's HOME-assisted rental units, their respective common spaces and exteriors for compliance with City of Madison General Ordinance (MGO): Chapter 27 Minimum Housing and Property Maintenance Code, with particular emphasis on sections 27.04 and 27.05 (Exhibit A). Inspections of all units as listed provided by the CDD shall be completed by March 31, 2014. Any re-inspections required shall be completed by April 30, 2014.

The consultant awarded the Purchase of Service contract shall:

1. Schedule all inspections and re-inspections directly with the property owner/manager.
2. Document the itemized results of each unit inspected on the Rental Unit Inspection Report Form (Exhibit B), indicating each item that "passed" or "failed" and the repair required to gain compliance.
3. Document the itemized results of each property inspected on the Rental Property Inspection Summary (Exhibit C) indicating which units "passed" or "failed," as well as planned and actual re-inspection dates. Each unit/property shall be re-inspected after property owner/manager has been given a reasonable amount of time to make the repair(s).
4. Provide one copy of the Inspection Report for each unit and Inspection Summary for each property to the Community Development Division and one copy to the property owner/management contact person listed in a timely manner. Electronic submission of these forms may be arranged.
5. Be available to consult with CDBG Office staff on as necessary.

TERM OF SERVICE:

The term of service will be for the time period of January 1, 2014 through April 30, 2014. Subsequent year contracts will be dependent upon performance, availability of funds, and need for service.

CONSULTANTS ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION:

1. A description of the qualifications, certifications, experience, and resources of the firm and of the individual(s) assigned to perform the inspections. Please indicate if firm qualifies as a Minority, Women or Disadvantaged Business Enterprise.
2. A description of the techniques intended to be used in approaching this project.
3. A brief list of similar types of work previously completed with the date, name, address, contact information of clients for whom the work was done. Information should be provided on the Bidders Reference Sheet (Exhibit D) or in reasonably similar format.
4. A proposed schedule of fees, including a flat rate for 100 inspections, (approximately) 20 re-inspections, an hourly rate, and a total project cost. Information should be provided on provided on the Proposed Schedule of Fees Sheet (Exhibit E) or in reasonably similar format and must incorporate all expenses related to delivering the services.
5. A statement of intent to comply with the provisions of the project and requirements of the contract, including the Affirmative Action Ordinance, as exemplified in the Contract for Purchase of Services of the City of Madison (Exhibit F).

REVIEW PROCESS AND CRITERIA FOR SELECTION:

Proposals will be evaluated based upon the following criteria:

1. Ability to perform the work as demonstrated by qualification and experience (40 points).
2. Past performance as demonstrated by references (30 points).
3. Proposed budget for the project (30 points)

The CDBG Office reserves the right to negotiate a contract with the selected consultant.

SUBMITTAL:

Consultants wishing to be considered for this project must submit three (3) copies of their proposals no later than **12:00 Noon, Friday, February 7, 2014** to:

**Julie Spears
Grants Administrator
Community Development Division
PO Box 2627
215 Martin Luther King, Jr. Boulevard, Room 225
Madison, WI 53701-2627**

Questions can be directed to Julie Spears at the Community Development Division at 608-267-1983 or by email at jspears@cityofmadison.com. An electronic copy is this RFP and related exhibits is available online at <http://www.cityofmadison.com/cdbg>.

LIST OF EXHIBITS:

- A. MGO Chapter 27
- B. Rental Unit Inspection Form
- C. Rental Property Inspection Summary
- D. Bidders Reference Sheet
- E. Proposed Schedule of Fees
- F. City of Madison Purchase of Service Contract

CHAPTER 27

MINIMUM HOUSING AND PROPERTY MAINTENANCE CODE

Section

- 27.01 Title.
- 27.02 Intent and Purpose.
- 27.03 Rules and Definitions.
- 27.04 Minimum Standards for Basic Equipment, Lighting, Ventilation, Heating, and Electrical Service.
- 27.05 Safe and Sanitary Maintenance of Property.
- 27.051 Energy Code for Residential Rental Properties. (Cr. by Ord. 7670, 3-22-82)
- 27.06 Quantity, Location and Use of Space in Residential Buildings.
- 27.07 Fixing the Responsibility of Owners, Operators, and Occupants. (Am. by Ord. 7687, 4-2-82)
- 27.08 Designation of Unfit Buildings or Structures and Legal Procedures of Repair or Razing.
- 27.085 Vacant and Damaged Buildings. (Cr. by ORD-09-00042, 3-19-09)
- 27.09 Administration and Enforcement.
- 27.10 Reserved for Future Use. (R. by Ord. 11,611, Adopted 5-21-96)
- 27.101 Reserved for Future Use. (R. by Ord. 11,960, Adopted 11-4-97)
- 27.102 Reserved for Future Use. (R. by Ord. 10,356, 1-23-92)
- 27.11 Penalties.
- 27.12 Separability.
- 27.13 Conflict of Ordinance.

History: Created by Ordinance 1857, adopted August 12, 1965.

27.01 TITLE. This code shall be known as the Minimum Housing and Property Maintenance Code.

27.02 INTENT AND PURPOSE.

- (1) This ordinance is adopted for the purpose of preserving and promoting the public health, safety, morals, comfort, convenience, prosperity, and general welfare of the people of the City and environs. This includes, among others, physical, aesthetic, spiritual and monetary values.
- (2) It is recognized that there may now be, or, may in the future be, residential and nonresidential buildings, structures, yards or vacant areas and combinations thereof which are so dilapidated, unsafe, dangerous, unhygienic, overcrowded, inadequately maintained or lacking in basic equipment or facilities, light, ventilation and heating so as to constitute a menace to the health, safety, and general welfare of the people. The establishment and enforcement of minimum housing and property maintenance standards is necessary to preserve and promote the private and public interest.

27.03 RULES AND DEFINITIONS.

- (1) Rules. In the construction of this ordinance, the rules and definitions contained in this section shall be observed and applied except when the context clearly indicates otherwise:
 - (a) Words used in the present tense shall include the future.
 - (b) Words used in the singular number shall include the plural number, and the plural the singular.
 - (c) The word "shall" is mandatory and not discretionary.
 - (d) The word "may" is permissive.
 - (e) The phrase "used for" shall include the phrases "arranged for" , "designed for" , "intended for" , "maintained for" , and "occupied for" .

(2) Definitions.

Adequate. "Adequate" shall mean adequate as determined by the administrative officer under the regulations of this chapter or adequate as determined by an authority designated by law or this chapter. "Adequately" shall mean the same as adequate.

Apartment. "Apartment" means one (1) or more rooms with provisions for living, cooking, sanitary and sleeping facilities arranged for use by one (1) family.

Approved. "Approved" shall mean approved by the administrative officer under the regulations of this chapter or approved by an authority designated by law or this chapter.

Attractive Appearance. "Attractive appearance" refers to the exterior appearance of buildings, structures, stairs, porches, and similar appurtenances and the improvement, planting and landscaping of yards and vacant areas. The determination of "attractive" used herein shall be as determined by the administrative officer under the regulations of this chapter or as determined by an authority designated by law or this chapter.

Basement. "Basement" means that portion of a dwelling between floor and ceiling which is below or partly below and partly above grade but so located that the vertical distance from the grade to the floor below is more than the vertical distance from grade to ceiling. (Am. by Ord. 7759, 7-2-82)

Boarding House. See Lodging House and Lodging Room.

Building. "Building" means a combination of materials to form a construction that is safe and stable, and adapted to permanent or continuous occupancy for assembly, business, educational, high hazard, industrial, institutional, mercantile, residential, or a storage purpose; the term "building" shall be construed as if followed by the words "or portion thereof". For the purpose of this Code each portion of a building completely separated from other portions by an unpierced fire wall shall be considered as a separate building.

Capacity in Persons. The "capacity in persons" of a building is the maximum number of persons that can occupy such building, as determined by the required floor space per person as established in the Madison General Ordinances.

Compliance Inspection. An inspection performed in conjunction with a lawful order of the Director of the Building Inspection Division for the purpose of certifying the fulfillment of an official requirement listed in the order. (Cr. by Ord. 9938, 1-25-90; Am. by ORD-08-00109, 10-7-08)

Cooperative Living Arrangement. "cooperative living arrangement shall mean a collective number of individuals connected by membership in a cooperative, who equally share ownership, occupancy and control of a dwelling and who live, cook and share expenses as a bona fide single housekeeping unit. For purposes of determining the applicability of the Madison General Ordinances relating to construction and maintenance of buildings, a building occupied by a cooperative living arrangement shall be construed to be a lodging house and shall meet all the requirements of same, except where an exception is explicitly provided in the ordinances. (Cr. by Ord. 7740, 5-28-82)

Dwelling. "Dwelling" is a place of abode, a residence or a house for use by one (1) or more persons, excluding hotels or motels.

Dwelling Unit. "Dwelling unit" means one or more rooms with provisions for living, cooking, sanitary, and sleeping facilities arranged for use by one (1) family.

Extermination. "Extermination" shall mean elimination of infestation. (Am. by Ord. 10,627, 4-16-93 & 4-21-93)

Family. A family is an individual, or two (2) or more persons related by blood, marriage or legal adoption living together as a single housekeeping unit in a dwelling unit, including foster children, domestic servants and not more than four (4) roomers, except that the term family shall not, in R1, R2, R3, R4A and R4L residence districts, include more than one roomer except where such dwelling unit is owner-occupied. In any residence district, a family may consist of two unrelated adults and the minor children of each. Such family may not include any roomers except where the dwelling unit is owner-occupied. For the purpose of this section, "children" means natural children, grandchildren, legally adopted children, stepchildren, foster children, or a ward as determined in a legal guardianship proceeding. Up to two (2) personal attendants who provide services for family members or roomers who, because of advanced age or a physical or mental disability, need assistance with activities of daily living shall be considered part of the "family". Such services may include personal care, housekeeping, meal preparation, laundry or companionship. (Am. by Ord. 9698, 1-26-89 & 1-31-89)

Friable Material. "Friable material" shall mean any material applied on ceilings, walls, structural members, piping, duct work, or any other part of a building which when dry may be crumbled, pulverized, or reduced to powder by hand pressure. The term includes non-friable material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure. (Cr. by Ord. 9795, 5-31-89)

Good Working Condition. "Good working condition" shall mean capable of performing the task for which it was designed and in the manner intended by this code.

Graffiti. Any unauthorized drawing, figure, inscription, or painting appearing on sidewalks, streets, walls or any other place or item in public view. (Cr. by Ord. 10,158, 12-14-90)

Habitable Room. "Habitable room" is any room or enclosed floor space arranged for living and/or sleeping purposes. (Am. by Ord. 11,220, 3-31-95)

Impervious to Water. "Impervious to water" shall mean constructed of concrete, cement block, terrazzo, brick, tile, or other material approved by the Director of the Building Inspection Division, and having tight fitting joints, and not having more than four and one-half percent (4 1/2%) absorption by test. (Am. by Ord. 8081, 7-29-83; ORD-08-00109, 10-7-08)

Infestation. "Infestation" means the sustained presence of pests, vermin, or rodents. (Am. by Ord. 10,627, 4-16-93 & 4-21-93)

Living Room. "Living room" shall mean a room used primarily for living, dining or cooking purposes.

Lodging House. "Lodging house" is a dwelling containing lodging rooms that will accommodate five (5) or more persons not members of a family.

Lodging Room. "Lodging room" is a portion of a dwelling used primarily for sleeping and living purposes, excluding cooking facilities.

Mail Receptacle. "Mail Receptacle" means a mailbox, letterbox, door slot or other object used to receive mail that meets federal postal requirements. The applicable federal postal requirements are those set forth in the Domestic Mail Manual, Section 508, or other applicable federal laws or regulations that may replace or modify these specifications. (Cr. by ORD-08-00009, 1-24-08)

Mixed Occupancy. "Mixed occupancy" shall be occupancy of a building in part for residential use and in part for some other use not accessory thereto.

Movable Object. Any item that is not permanently attached to the ground, a building, or a structure, that remains on a lot or parcel of land, or a continuous set of lots or parcels of land, for ten (10) or more days.

Occupant. "Occupant" means one who occupies or has actual possession of usable space.

Operator. "Operator" shall mean any person who has charge or control of a building or part thereof in which dwelling units or lodging rooms are located or let.

Owner. The term "owner" shall mean every person, firm, partnership, or any individual member thereof, corporation, business organization of any kind, the state, the county, the city, any sewer district, drainage district, the University of Wisconsin and any associated corporation or organization, and any other public or quasi-public corporation having a legal or equitable interest in the property under consideration and shall include the representative, officer, agent or other person having the ownership, control, custody or management of any building. Owner does not include any person whose legal or equitable interest in the building is a security interest derived solely from the extension of credit to permit construction or remodeling of the dwelling or purchase of the dwelling by a third party. (Am. by Ord. 9640, 12-14-88)

Person. A "person" shall mean and include any individual, firm, corporation, association or partnership.

Properly. "Properly" shall mean as deemed proper by the administrative officer under the regulations of this chapter or deemed proper by an authority designated by law or this chapter.

Provided. "Provided" shall mean furnished, supplied, paid for or under control of the owner.

Residential Building. A "residential building" is a building which is arranged, designed, used, or intended to be used for residential occupancy by one (1) or more families or lodgers, and which includes, but is not limited to, the following types:

1. Single-family detached dwellings.
2. Two-family detached dwellings.
3. Multiple-family dwellings (including apartment hotels).
4. Lodging houses.
5. Fraternity and sorority houses.

For the purpose of this ordinance, any building containing any of the above uses together with other uses shall be considered a residential building.

Room. A room is a partitioned part of the inside of a building. For the purpose of this definition, partition shall mean something that divides interior space, especially an interior dividing wall. A wall is one of the sides of a room or building connecting floor and ceiling and may also include anything which encloses or separates space. A partition or wall which intrudes into the space by more than one-third (1/3) of the least dimension of an existing room may be regarded as creating an additional separate room. The partitioned space shall be considered as a room if privacy is implied; light and ventilation are affected; or a bedroom through a bedroom, bathroom through a bedroom or bedroom through a bathroom situation is created. (Cr. by Ord. 9391, 1-29-88)

Rooming House. See Lodging House and Lodging Room.

Sleeping Room. A "sleeping room" shall mean a room used for sleeping purposes.

Structure. "Structure" is anything constructed or erected, the use of which requires more or less permanent location on the ground, or attached to something having permanent location on the ground.

Supplied. "Supplied" shall mean paid for, furnished, or provided by or under control of, the owner or operator.

27.04 MINIMUM STANDARDS FOR BASIC EQUIPMENT, LIGHTING, VENTILATION, HEATING, AND ELECTRICAL SERVICE.

- (1) The purpose of this subsection is to establish minimum standards for basic equipment, lighting, ventilation, and electrical services for all residential buildings and parts thereof and to obtain the public and private benefits accruing from the provision of such services. A suitable environment for safe and healthy living is encouraged by adequate water and sanitary facilities, proper storage and disposal of garbage and other refuse, safe means of egress, provision of light, air, heat, and electrical service.
- (2) No person shall occupy as owner or let to another for occupancy any space in a residential building for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following requirements:
 - (a) Every dwelling unit shall contain a kitchen sink, a flush water closet, a lavatory basin and a bathtub or shower, all in good working condition and properly connected to hot and cold water lines and to an approved water and sewer system. The flush water closet and bathtub or shower shall be contained within a separate room. Water pressure shall be available at all fixtures as specified in Wis. Admin. Code § SPS 382.40. (Am. by Ord. 9299, 10-29-87; Ord. 13,124, 8-28-02; ORD-12-00035, 3-28-12)
 - (b) Every residential building shall have supplied water heating facilities which are properly installed, are maintained in safe and good working conditions, are properly connected with the hot water lines required hereunder and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at any required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than one hundred twenty (120) degrees Fahrenheit.
 - (c) The owner of every residential building shall be responsible for supplying such building with garbage and refuse storage facilities as required by the Madison General Ordinances. (Am. by Ord. 9725, 3-2-89)

- (d) Every dwelling unit and lodging room shall have direct access to at least two (2) accessible unobstructed means of egress leading to a safe and open public street, alley, or court connected to a street, except as provided in Sec. 27.06(4), MGO. Exterior stairways or exit platforms, or a combination thereof, will be permitted as second exits provided the platform or stairways terminate at a point not more than fifteen (15) feet above the grade directly below the lowest platform. All stairs shall terminate at grade or a platform. Platforms shall have a minimum area of 14 square feet with a minimum dimension of three (3) feet. All stairways and platforms shall be protected with handrails and guardrails as specified in Wis. Admin. Code § SPS 321.04(2) or ch. SPS 362. Existing variances to the height limitations specified above may be approved by the Building Inspection Division of the Department of Planning and Community and Economic Development provided the platforms or stairs are maintained in a sound structural condition. (Am. by Ord. 9326, 11-13-87; Ord. 13,124, 8-28-02; ORD-08-00109, 10-7-08; ORD-12-00035, 3-28-12)
- (e) Each lodging house shall provide at least one (1) flush water closet, lavatory basin, and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, for each seven (7) persons or fraction thereof residing therein including members of the operator's family wherever they share the use of said facilities, except that the required number of bathtubs or showers may be reduced by the Board of Building Code, Fire Code, Conveyance Code and Licensing Appeals for lodging houses utilizing communal bathrooms containing multiple bathtubs or showers. All such facilities shall be located on the floor occupied by persons sharing such facilities or the floor directly above or below and shall be accessible from a common hall or passageway. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. (Am. by Ord. 11,960, 11-4-97; ORD-09-00019, 3-14-09)

- (f) Every living, sleeping, kitchen or bath room shall have available natural light and ventilation complying with Wis. Admin. Code § SPS 321.05 or ch. SPS 362, as dictated by the occupancy of the building. Existing light and ventilation conditions which do not comply with Wisconsin Administrative Codes referenced in this subsection may remain in use with the approval of the Director of the Building Inspection Division.

Exhaust ventilation shall be installed in all toilet rooms except those having only one (1) fixture (water closet or one urinal) and the window area is greater than four (4) square feet and more than two (2) square feet is openable directly to the exterior of the building. The volume of air exhausted shall not be less than two (2) cubic feet per minute per square foot of floor area.

All doors required for ventilation and all windows shall be protected with insect screen equivalent to not less than sixteen (16) wire mesh installed to prevent the entrance of flies, mosquitoes and other insects, annually during May before June 1 and maintained until storm windows are installed in autumn.

All exterior doors and windows shall have storm windows or storm doors installed or maintained to prevent excessive drafts and heat loss no earlier than October 15, but no later than November 15 annually.

(Sec. 27.04(2)(f) Am. by Ord. 12,349, 3-30-99; Ord. 13,124, 8-28-02; ORD-08-00109, 10-7-08; ORD-12-00035, 3-28-12)

- (g) Electrical. Every dwelling unit and all public and common areas in multiple dwellings shall be supplied with electrical service, outlets, and fixtures which shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to a source of electric power in a manner prescribed by the Wisconsin Electric Code. The minimum capacity of such electrical services and the minimum number of outlets and fixtures shall be as listed below. (For the purposes of this section “electrical service” shall mean: “The conductors and equipment for delivering electrical energy from the supply system to the wiring system of the premises or the unit served.”) The electrical service shall be of sufficient size to handle the load connected to it. The branch circuits shall be protected by S-type or equivalent safety type, tamper-proof fuses, not to exceed the ampacity of the smallest wire size in the circuit.

1. Every dwelling unit or room shall have electric service capable of providing at least three (3) watts per square foot of total floor area (air conditioners, ranges, space heaters and motor driven equipment 1/8 hp. or over excluded).

2. Every lavatory, bathroom, kitchen or kitchenette, dining room, laundry room, furnace room shall contain at least one (1) approved ceiling or wall type electric light fixture equipped with sufficient lamps or tubes to provide no less than five (5) foot candles at floor level at center of room. Where more than one fixture is used or required, they shall be equally spaced as far as practicable. (A switched outlet may be substituted for ceiling or wall fixture in dining room.)

3. Convenience outlet receptacles shall be provided as follows: (measurements are at room perimeter and include doors and door-alcoves)

Living Room - 1 per 75 sq. ft. or major fraction (minimum of 2)

Dining Room - 1 per 75 sq. ft. or major fraction (minimum of 2)

Kitchen - 1 per 8 ft. or fraction of countertop and preparation area measured at rear (preparation area includes countertops, sinks, range tops, and all other similar areas at counter height). Island type work areas require one for each 8 ft. or less of length. Separate outlets shall be provided for refrigerators.

Dining Areas in Kitchen - 1 per 75 sq. ft. or major fraction

Bedroom - 1 per 75 sq. ft. or major fraction (minimum of 2)

Laundry - 1 (when laundry equipment is present)

Bathrooms and Lavatories - 1 (may be part of wall fixture if 72.0 inches or less from floor)

Other Habitable Rooms - minimum of 2

Fixed appliances exceeding 1/8 hp. or 300 watts rating shall not be connected to general purpose branch circuits. Convenience outlets are to be located to prevent use of extension cords (NEC 400-8). All cords and temporary wiring not in compliance with NEC Article 400-A, and all exposed abandoned wiring shall be removed.
(Am. by Ord. 9326, 11-13-87)

4. Switches or equivalent devices for turning on any light required in a room or passageway shall be located so as to conveniently control the area to be lighted. (Am. by Ord. 10,192, 1-31-91)
5. Public halls and stairways in duplex or multiple dwellings shall be adequately lighted by natural or electric light at all times, so as to provide in all parts thereof at least two and one-half (2 1/2) footcandles of light at the tread or floor level. Halls and stairways in structures containing not more than three (3) dwelling units may be supplied with conveniently located switches, controlling the lighting system, which may be turned on when needed. Other occupancies require full-time or automatic time-switched lighting. In all residential buildings where common main entrance doors open directly to the outside, a minimum of two and one-half (2.5) footcandles of illumination at the locks and latches are required. In single, duplex, or multiple dwellings when dwelling unit or lodging room doors open to the outside a minimum of two and one-half (2 1/2) footcandles of illumination at the locks are required. Parking lots for more than three (3) cars shall be lighted to provide at least .25 footcandle on any surface in the lot with an average illumination level of at least .75 footcandle, except that the outer four (4) feet of the periphery of the parking lot will not be subject to the .25 footcandle minimum. Outdoor light fixtures shall be designed and installed to eliminate spill light and glare into adjacent properties. (Am. by Ord. 12,349, 3-30-99)
6. When the service in an existing residential building is changed the minimum replacement electrical service shall be:
 - 100 amp for first two (2) dwelling units in a building
 - 50 amp for each additional unit.
 Where electric heat and air conditioner over 20 amps are added or in place, additional capacity to cover this demand is required.
7. Electric work shall be done according to applicable sections of Chapter 19 (Electrical Code) of the Madison General Ordinances.

(Sec. 27.04(2)(g) Rescinded & Substituted by Ord. 4832, 1-16-75; Am. by Ord. 12,069, 3-30-99)

- (h) Heating. All habitable rooms, kitchens and bathrooms shall be provided with a permanently connected heating system complying with Chapter 30 (Heating, Ventilating and Air Conditioning Code) of the Madison General Ordinances. Refer to Sec. 30.03(1) and Sec. 30.04(4)(d).

The heating system shall be maintained in a safe and efficient condition by a qualified person and a record kept at the premises showing the date of service and by whom. A minimum temperature of sixty-seven degrees Fahrenheit (67°) shall be maintained in all habitable rooms, kitchens and bathrooms.

The occupant of a room or an apartment may maintain a lesser temperature than is specified above as long as it does not affect the temperature in other habitable areas of the building.

(Sec. 27.04(2)(h) Am. by Ord. 9326, 11-13-76)

- (i) Illumination shall be provided at all intersections of passageways, at all exits and at the head, foot, and landings of every stairway in all buildings accommodating transients, three (3) or more apartments, and lodging houses. The illumination shall be provided during a period one (1) hour before sunset to one (1) hour after sunrise.

Every residential building that will accommodate transients, four (4) or more families, thirty (30) persons or contains more than six (6) lodging rooms shall have signs at the emergency exit doors or other places as may be necessary to direct the occupant to the exit doorways. The signs shall be red illuminated translucent exit signs bearing the word EXIT or OUT in plain letters not less than 5 inches in height.

(Am. by Ord. 9326, 11-13-87)

- (j) The owner or operator of every residential building shall not provide, use, or permit to be used and the occupant shall not provide, use, or permit to be used in any room other than a kitchen, any equipment designed or intended to be used for cooking or preparation of meals.

(Am. by Ord. 5139, 9-3-75)

- (k) Every owner of a rental dwelling shall keep on record with the Building Inspection Division of the Department of Planning and Community and Economic Development contact information of two (2) or more persons located in Dane County who, by virtue of his or her ownership, employment, or delegation, can exercise control and care over the property, and provide access to the property.

1. The contact information shall include the actual name of the owner per deed to the property, two contact names of the individuals designated to be contacts, two phone numbers for each contact listed, an email address (if available) for each of the contacts, and contact information for a management company for the property, if one is being utilized.

2. These names and contact information shall be updated with the Department on an annual basis no later than January 1 and at any time there is a change in the contact information. This information shall be provided on a form approved by the Department.

3. The names of these two (2) persons shall be made available by the owner of the property to the occupants and posted at one inside entry of every separate building on the property. They must be placed in a conspicuous place and be readily accessible to the occupants.

4. The City of Madison, through its Police Department, Fire Department, and Building Inspection Division, shall by use of the data collected, communicate promptly with a property owner and make the property owner aware of any police calls to the property, fire or ambulance calls to the property, and/or building inspection orders.

5. A fee in the amount of (\$5) five dollars per parcel shall be paid to the City Treasurer at the time the updated information is provided. This annual fee shall be fixed for a period of 5 years from the date this ordinance is enacted.

6. This registry requirement will commence on January 1, 2012, or when the new City of Madison computer system intended for this purpose is fully operational, whichever is later.

7. The owner may either submit this information online or request a printed form by email.

8. Exceptions. This requirement does not apply to all properties that are owned and operated by local, state, or federal government agencies, or a subdivision or agency of government.

9. Staff will prepare a report to the Housing Strategy Committee and Landlord and Tenant Issues Committee to show fees generated, compliance, fines and costs to implement this section. The report shall be provided by May, 2013. (Am. by ORD-12-00076 & ORD-12-00077, 6-20-12)

(Cr. by Ord. 5439, 3-30-76; Am. by ORD-11-00063, 5-4-11)

27.05 SAFE AND SANITARY MAINTENANCE OF PROPERTY.

- (1) The purpose of this subsection is to recognize the private and public benefits resulting from the safe, sanitary and attractive maintenance of residential and nonresidential buildings, structures, yards, or vacant areas. Safe, attractive and well maintained property will enhance the neighborhood and City and provide a suitable environment for increasing physical and monetary values as well as preserve the health, safety and welfare of the public. (Am. by Ord. 13,638, 6-23-04)
- (2) Every owner or operator shall improve and maintain all property under his control to comply with the following minimum requirements:
 - (a) All courts, yards, or other areas on the premises shall be properly graded to divert water away from the building. Adjacent ground surface shall be sloped away from the structure with a grading of at least one-half (1/2) inch per foot for a minimum of five (5) feet where possible or by other means such as eaves troughs and downspout extensions. (Am. by Ord, 6251, 5-18-78)
 - (b) All exterior property areas shall be kept free from noxious weeds as defined in Sec. 23.29(1) of these ordinances. (Am. by Ord. 11,298, 7-11-95)
 - (c) The interior of all vacant buildings and structures and all exterior property areas shall be properly maintained in a clean and sanitary condition free from debris, rubbish or garbage, physical hazards, rodent harborage and infestation, and animal feces. All animal feces shall be removed within twenty-four (24) hours. Compost piles shall be maintained in accordance with Section 7.361. (Am. by Ord. 11,168, 2-14-95)
 - (d) Fences, structures, minor construction, walks, driveways, parking areas and similar paved areas shall be properly maintained in a safe, sanitary and substantial condition. Approved walks shall provide convenient all weather access to buildings. (Am. by Ord. 10,377, Adopted 2-4-92)
 - (e) Exterior surfaces of buildings and structures not inherently resistant to deterioration shall be treated with a protective coating of paint or other suitable preservative which will provide adequate resistance to weathering and maintain an attractive appearance. In addition, all surfaces except floors of exterior porches, balconies, decks and similar structures constructed of treated lumber shall be treated with paint or pigmented stain, if any part of the structure is located between the principle building and a street lot line. Any structure or surface constructed of new treated lumber shall not be required to be painted or stained under this paragraph for the first eighteen (18) months after said lumber was installed. Any exterior surface treated with paint, stain, or other preservative shall be maintained so as to prevent chipping, cracking or other deterioration of the exterior surface or the surface treatment and to present an attractive appearance. All paint, stain, or other preservative shall be applied in a workmanlike fashion. (R. & Recr. by Ord. 4289, 8-13-73; Am. by Ord. 13,288, 3-21-03)
 - (f) Landscaping, plantings and other decorative surface treatments, including but not limited to common species of grass, shall be installed if necessary and maintained to present an attractive appearance in all court and yard areas. Except with prior application to and approval of a Land Management Plan for a Natural Lawn from the Department of Planning and Community and Economic Development of the City of Madison, and except for natural areas in City parks, all lawns and lawn areas comprised of grasses or other primarily herbaceous vegetation that forms a ground cover, or both shall be maintained to a height not to exceed eight (8) inches in length. All vegetation shall be maintained so as not to present hazards to adjoining properties or to persons or vehicles traveling on public ways and shall be maintained so as to enhance the appearance and value of the property on which located and thereby the appearance and value of the neighborhood and City.

1. Failure to Maintain Lawn or Lawn Areas on Improved Abandoned Property.
Upon default of any person ordered to maintain a lawn or lawn area on an improved property to a length of eight (8) inches or less, after notice and opportunity to correct has been given to the last-known property owner, and the property reasonably appears to be abandoned, the Director of the Building Inspection Division or designee may enter onto the property and cause portions of the lawn or lawn area to be cut to conform with the ordinance, and the cost for such service shall be charged to the owner of the real property in question, as follows:
 - a. Abandoned Property. An improved property shall be considered “abandoned” for purposes of this subsection if any of the improvements do not reasonably appear to be inhabited, or in the case of an uninhabitable building or structure, if no other commercial or other lawful activities reasonably appear to have taken place since the date of the first inspection.
 - b. Order to Correct, Notice. In order to utilize the abatement procedures under paragraph c., below, notice shall be given as follows:
 - i. The Director of the Building Inspection Division or designee shall send an official notice or correspondence describing the violation to the property owner at the address on-file City Assessor’s office. The notice shall be sent by certified mail, shall include the date of inspection, a due date to correct the violation, notice that failure to correct the violation may result in the city going onto the property and cutting or mowing and charging the cost back to the property as a special charge, and including the standard right to appeal under Sec. 29.18.
 - ii. Upon failing to correct the violation after the due date in the notice above, at least one (1) municipal ordinance citation for the violation shall be issued, along with a correspondence assigning another due date.
 - c. Abatement, Cost. If the violation remains after the due date in Sec. 27.05(2)(f)2.b.ii. above, the Director of the Building Inspection Division or designee is authorized to enter onto the property and cause portions of the lawn or lawn areas to be cut or mowed to conform with the requirements of this Ordinance. The Director of the Building Inspection Division shall keep an accurate account of the expenses of such cutting or mowing and report the same to the Finance Director, who shall not less than annually prepare a statement of the expense so incurred for the real property in question and report the same to the City Clerk, and the amount therein charged shall be entered in the tax roll as a special charge against said lot or parcel of land, and shall be collected in all respects like other special charges upon real estate under Wis. Stat. § 66.0627. (Am. by ORD-11-00037, 3-8-11)
 - d. No Limitation on Other Enforcement. Action by the Building Inspection Division under this subsection shall be in addition to the prosecution and enforcement authority granted elsewhere in these Ordinances or by state law, and shall not bar any prosecution for violations of ordinances or state law or any other lawful remedy; nor shall prosecution or other legal action be a bar against action under this subsection.

(Sec. 27.05(2)(f)1. Am. by ORD-08-00109, 10-7-08)

2. Application for Natural Lawn. Any owner or operator of land in the City of Madison may apply for approval of a land management plan for a natural lawn, one where the grasses exceed eight (8) inches in height, with the Department of Planning and Community and Economic Development.
3. "Land Management Plan" means a written plan relating to management of the lawn which contains a legal description of the lawn upon which the grass will exceed eight (8) inches in length, a statement of intent and purpose for the lawn, a general description of the vegetational types, plants, and plant succession involved, and the specific management and maintenance techniques to be employed. The management plan must include provisions for cutting at a length not greater than eight (8) inches the terrace area, that portion between the sidewalk and the street or a strip not less than four (4) feet adjacent to the street where there is no sidewalk, and at least a three (3) foot strip adjacent to neighboring property lines unless waived by the abutting property owner on the side so affected.
All lawn and grass areas shall be cut between June 30 and October 15 when the Fire Chief, in his discretion, so orders consistent with his powers as granted in Chapter 34 of the Madison General Ordinances.
4. Revocation of the Land Management Plan.
The Land Management Plan may be revoked for failure to comply with the requirements of Sec. 27.05(2)(f)2. Notice of intent to revoke a Land Management Plan shall be appealable to the Urban Design Commission. All applications for appeal shall be submitted within fifteen (15) days of Notice of Intent to revoke a Land Management Plan.
5. Application Requirements. Each application for a Land Management Plan shall be on a form provided by the Director of the Department of Planning and Community and Economic Development. A copy of the application shall be mailed by the applicant or given personally by the applicant to each of the owners of record, as listed in the Office of the City Assessor, who are owners of the property situated in whole or in part within two hundred (200) feet of the boundaries of the properties affected. The Director of the Department of Planning and Community and Economic Development shall provide the list of the property owners who are to be notified of the application. The applicant shall certify, under oath, on a form to be furnished by the Director of the Department of Planning and Community and Economic Development, that such owners have been duly notified and the manner in which they have been notified. If, within fifteen (15) days of receipt of a copy of the application, at least fifty-one percent (51%) of such property owners file written objections to the application with the Director of the Department of Planning and Community and Economic Development, the Director of the Department of Planning and Community and Economic Development shall refer the application to the Urban Design Commission for hearing and decision.
6. Application for Appeal. The owner or operator of land in the City of Madison may appeal from a decision of the Director of the Department of Planning and Community and Economic Development refusing to grant a Land Management Plan. All appeals shall be to the Urban Design Commission of the City of Madison which shall hear such appeals once a month, March through September. All applications for appeal shall be submitted within fifteen (15) days of notice of denial of the Land Management Plan.

(Sec. 27.05(2)(f) Am. by Ord. 9326, 11-13-87)

- (g)
1. Every interior floor, wall and ceiling including door and window assemblies shall be kept clean and in good repair, and shall be capable of affording privacy. Any sagging or bulging shall be properly repaired to a level or plumb position. All surfaces shall be free from serious cracking, irregularities, and peeling paint. A waterproof and hard surface shall be provided in spaces subject to moisture. All surface repairs shall be completed to closely match the existing surface color and texture. Floor surfacing shall provide ease of maintenance and durability appropriate for the use of the room. (Am. by Ord. 6573, 3-21-79)
 2. Every foundation, exterior wall, and floor and roof shall be reasonably weathertight, watertight and rodentproof and shall be kept in proper repair and shall be capable of affording privacy. Any sagging or bulging shall be properly repaired to a level or plumb position. All chimneys and breeching shall be so constructed and maintained so as to insure that it safely and properly removes the products of combustion from the building.
 3. Every gap allowing the accumulation of dirt or other objectionable matter in bathing, toilet, or food preparation areas shall be tightly sealed with an impervious and cleanable material. (Cr. by Ord. 6574, 3-21-79)
 4. Every countertop, wall cabinet, and base cabinet in kitchens and bathrooms shall be installed and maintained in proper repair and working condition. (Cr. by Ord. 12,349, 3-30-99)
- (h) Every window, exterior door, interior door, and basement hatchway shall be reasonably weathertight, watertight, and rodentproof and kept in proper repair. All door and window hardware shall be installed and maintained in proper working condition. The use of a hasp to secure any door other than a storage locker door within a dwelling unit or rooming house is prohibited. Except as provided in Paragraph 9. below, the following shall apply in dwelling units all or a portion thereof which are rented: (Am. by Ord. 12,349, 3-30-99)
1. Each main entrance door into a dwelling unit shall contain an approved door viewer.
 2. All doors into each dwelling unit shall be equipped with door hinges so arranged as to be inside the dwelling unit or with approved locking pin hinges.
 3. All doors into each dwelling unit shall have a keyed deadbolt lock with a minimum one (1) inch throw, which is openable with a key on the exterior side of the door and a knob on the interior side of the door. The strike plate shall be held in place by 2 & 1/2 inch screws. Sliding doors shall have an approved secondary locking device. (i.e locking pins or 2 x 4' s of proper length.) (Am. by Ord. 10,192, 1-31-91)
 4. All basement, first, and second story windows and all other windows accessible by balconies, fire escapes, trees or other existing means shall be provided with sash fasteners.
 5. All double-hung and sliding windows and doors below the second story and all other double-hung and sliding windows and doors accessible by balconies, fire escapes, trees or other existing means shall be equipped with approved window ventilating sash fasteners to allow each window to be locked at one (1) to five (5) inches open. Such window ventilating bolts or locks shall be movable to permit the window to be fully opened from the inside of the dwelling unit. (Am. by Ord. 10,192, 1-31-91)
 6. Alternative locking devices to equally resist illegal entry may be substituted with the approval of the Madison Building Inspection Division of the Department of Planning and Community and Economic Development. (Am. by Ord. 8081, 7-29-83; ORD-08-00109, 10-7-08)
 7. Sixty (60) days from the effective date of this amendment, Paragraphs 1, 2, 3, 4, 5 and 6 of Subdivision (h) of Subsection (2) of Section 27.05 shall also apply in lodging rooms, except as provided in Paragraph 9. below. Prior to that time, the requirement that all doors providing access to a lodging room shall be equipped with

a guarded latch lock shall remain in effect. In addition, the main entrance door into all lodging houses and into all residential buildings with two or more dwelling units or lodging rooms where occupants of the separate dwelling units or lodging rooms share common bathroom or kitchen facilities shall be equipped with a positive locking guarded latch lock and with an approved self-closing device. An approved guard plate shall be affixed to the exterior side of the door if the Director of the Building Inspection Division determines such a device is necessary to provide adequate security against illegal entry. All other doors into said buildings shall be equipped with a deadbolt lock complying with Paragraph 3 of this Subdivision. In cases where said buildings have an attendant or attendants responsible for the security of the building on duty 24 hours a day, they shall be exempt from the main entrance door-locking and self-closing requirements. (Am. by Ord. 8945, 8-29-86; ORD-08-00109, 10-7-08)

8. Buildings occupied by cooperative living arrangements shall comply with the requirements of Paragraphs 1, 2, 4 and 5 of this Subdivision. In addition, the main entrance door shall be equipped with a positive locking guarded latch lock and with an approved self-closing device. An approved guard plate shall be affixed to the exterior side of the door if the Director of the Building Inspection Division determines such a device is necessary to provide adequate security against illegal entry. All other doors into the building shall be equipped with a deadbolt lock complying with Paragraph 3 of this Subdivision. All doors into the individual sleeping rooms of said buildings having more than fifteen (15) sleeping rooms shall be equipped with deadbolt locks complying with Paragraph 3 of this Subdivision; all doors into the individual sleeping rooms of said buildings having fifteen (15) or fewer sleeping rooms shall be equipped with guarded latch locks or approved deadbolt locking devices. Door viewers shall not be required on doors into the individual sleeping rooms of said buildings. (Am. by Ord. 8081, 7-29-83; ORD-08-00109, 10-7-08)
9. Buildings occupied by Bed and Breakfast Establishments shall comply with paragraphs 4. and 6. of this subdivision. In addition, all exterior doors shall comply with paragraph 3., and the windows in all lodging rooms in such establishments shall comply with paragraph 5. of this subdivision. In addition, the doors into all said lodging rooms shall be equipped with a lock capable of affording privacy and openable with a knob on the interior side of the door. (Cr. by Ord. 8945, 8-29-86)
10. One hundred and eighty (180) days from the effective date of this amendment all exterior doors into all residential buildings containing two or more dwelling units and/or lodging rooms and where the main entrance door to the dwelling unit or lodging room is accessed from a common area, shall be equipped with a positive locking guarded latch lock and with an approved self-closing device. An approved guard plate shall be affixed to the exterior side of the door if the Director of the Building Inspection Division determines such a device is necessary to provide adequate security against illegal entry.

Where a building subject to this paragraph also contains a non-residential use that shares a common entrance with the dwelling units or lodging rooms and is not on the basement level, the exterior door to the common entrance may be unlocked while the non-residential use portion of the building is actually occupied. (Cr. by Ord. 13,757, 1-5-05; Am. by ORD-08-00109, 10-7-08)

11. One hundred eighty (180) days from the effective day of this amendment all common area interior doors leading to common area basements shall be equipped with a positive action guarded latch lock and with an approved self closing device. (Cr. by Ord. 13,757, 1-5-05)

12. One hundred eighty (180) days from the effective day of this amendment all doors leading to shared laundries and storage areas located in basements shall be equipped with a positive action guarded latch lock and with an approved self closing device.

(Cr. by Ord. 13,757, 1-5-05)

(Sec. 27.05(2)(h) Am. by Ord. 7481, 8-11-81)

- (i) Every inside and outside stair, every porch, platform, balcony, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be kept in proper condition and repair and shall present an attractive appearance. All interior and exterior stairs, steps, porches, platforms, balconies, and every appurtenance thereto shall comply with the requirements specified in Wis. Admin. Code § SPS 321.04 and ch SPS 362, as dictated by the type of occupancy in the building. Existing variances to the requirements specified herein may be approved by the Building Inspection Division of the Department of Planning and Community and Economic Development provided the stairs or porches are maintained in a sound structural condition. (Am. by Ord. 12,349, 3-30-99; Ord. 13,124, 8-28-02; ORD-08-00109, 10-7-08; ORD-12-00035, 3-28-12)
- (j) Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good working condition, free from defects, leaks, and obstructions.
- (k) Every water closet compartment floor surface and bathroom floor surface shall be properly constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in clean and sanitary condition.
- (l) Every supplied facility, piece of equipment, or utility shall be so constructed, installed and maintained so that it will function in a proper working condition.

The owner of any dwelling or apartment in which a cooking stove and/or refrigerator are furnished for the use of the tenants as part of rental agreement shall keep such cooking stove and/or refrigerator in good mechanical working condition.

It shall be the responsibility of the tenant to maintain supplied facilities in a clean and sanitary condition when contained within the tenant's dwelling unit.

(Am. by Ord. 5581, 9-3-76)

- (m) No owner, operator or occupant shall cause any service, facility, equipment, or utility which is required under this ordinance to be removed from or shut off from or discontinued for any occupied dwelling, dwelling unit or lodging room let or occupied by him except for such temporary interruption as may be necessary while actual repairs are in process, or during temporary emergencies when discontinuance of service is approved by an authorized inspector.
- (n) Abandoned Fuel Oil Tanks. Abandoned fuel oil tanks shall be removed from the building. Exception: Abandoned fuel oil tanks may remain in the building providing:
 - 1. All fuel oil is removed from the tank.
 - 2. The tank fill piping is removed and the tank openings plugged with pipe fittings.
 - 3. The oil supply line is removed and the opening is plugged with pipe fittings.
 - 4. The tank vent remains connected and terminates outside the building at least two (2) feet above grade.

(Sec. 27.05(2)(n) Cr. by Ord. 5109, 8-13-75)

- (o) All stairways except one and all shaftways within multiple-family buildings and lodging houses which are three (3) or more stories in height shall be enclosed with partitions of not less than one (1) hour fire resistive construction, including doors of not less than three-fourths 3/4 hour fire rated construction with self-closing devices which meet the requirements of Wis. Admin. Code ch. SPS 362. One (1) stairway may be unenclosed provided it meets the requirements in Madison General Ordinances Sec. 27.05(2)(p), except where more stringent requirements are imposed by Wisconsin Administrative Code or State law. All existing required fire rated walls and doors shall be maintained to preserve the required fire rating of such walls and doors. (Am. by Ord. 11,220, 3-31-95; ORD-12-00035, 3-28-12)

- (p) In every multiple-family building or lodging house more than two (2) stories high, every stairway which extends from the basement to the second floor or above, shall be enclosed in the basement with partitions of not less than one (1) hour fire resistive construction, including doors of not less than three-fourths (3/4) hour fire rated construction with self-closing devices which meet the requirements of Wis. Admin. Code ch. SPS 362. All existing required fire rated walls and doors shall be maintained to preserve the required fire rating of such walls and doors. (Am. by Ord. 9326, 11-13-87; Ord. 13,124, 8-28-02; ORD-12-00035, 3-28-12)
- (q) Isolation of Fire Hazards.
1. In multiple-family buildings and lodging houses, all boiler or furnace rooms, including the breeching and fuel room as well as other hazardous work rooms, shall be enclosed with not less than one (1) hour fire resistive walls and ceiling. All openings shall be protected with self-closing three-fourths (3/4) hour fire rated doors. The enclosure shall include all flame burning equipment except domestic type #1 gas clothes dryers up to 37,000 BTU input. (Am. by Ord. 9326, 11-13-87)
 2. The enclosure for the heating plant may be omitted in apartment buildings not more than two (2) stories in height and having not more than two (2) apartments on a floor and in rooming houses not more than two (2) stories in height and having not more than eight (8) living or sleeping rooms on each floor provided no part of the building is used for business purposes and all interior stairways are enclosed in the basement with a one (1) hour fire resistive enclosure or better as required by Sec. 29.20(15)(a).
 3. All existing fire rated enclosures shall be maintained to preserve the required fire rating of such enclosures (walls, ceilings, doors, etc).
 4. In all buildings covered by this chapter, foam plastic insulation shall have a flame-spread rating of not more than 75 and a smoke-developed rating of not more than 450. Foam plastic insulation tested in accordance with ASTM E-84 is also acceptable. All foam plastic insulation shall be protected in accordance with the following:
 - a. Walls. Foam plastic insulation may be used within the cavity of a masonry wall, in cores of masonry units, within stud space of a wood frame wall or on the inside of a building surface of a wall or ceiling if the foam plastic insulation is fully protected by a thermal barrier having a finish rating of at least 15 minutes.
 - b. Roofs. Roof coverings may be applied over foam plastic insulation where the interior of the dwelling is separated from the foam plastic insulation by plywood sheathing at least 1/2-inch in thickness or other approved material having a minimum 15-minute finish rating.
 - c. Doors. Foam plastic insulation having a flame-spread rating of 75 or less may be used in doors when the door facing is of metal having a minimum thickness of 0.032-inch aluminum of No. 26 gauge sheet metal.

(Cr. by Ord. 7956, 2-25-83)
(Sec. 27.05(2)(q) Cr. by Ord. 5578, 9-3-76)
- (r) All unpaved driveways and parking areas shall be maintained in a dust-free condition and shall be graded so that no potholes exist. (Cr. by Ord. 5445, 3-31-76)
- (s) Removal of Debris.
1. No person shall dispose of rocks, trees, stumps, waste building material or other debris from land development, building construction, street grading, or installation of underground utilities, upon the surface of any land in the City of Madison, except at approved disposal sites.
 2. No land owner shall allow an accumulation of rocks, trees, stumps, waste building material or other debris from land development, building construction, street grading, or installation of underground utilities upon the surface of his land for a period of more than ten (10) days.

3. All landfill operations shall be leveled off to permit the mowing of weeds between May 15 and November 1. This includes the removal of stones, bottles, wire, and other debris that will interfere with mowing operations.

All lands in the City of Madison shall be kept free of noxious weeds and maintained so there is no detrimental influence to the public health, safety, comfort, or general welfare of the immediate neighborhood or community.

In this Paragraph, the term noxious weeds shall have the same meaning as in Section 23.29(1) of these ordinances.

(Am. by Ord. 11,298, 7-11-95)

(Sec. 27.05(2)(s) renumbered from 29.20 (10)(c) & (d) by Ord. 7595, 12-28-81)

- (t) Any parking space for persons with a disability which is required to be provided under any provision of the Madison General Ordinances, State Statutes, or the Wisconsin Administrative Code, or any such space which an owner or operator chooses to set aside for a motor vehicle with special registration plates issued under Wis. Stat. §§ 341.14(1), (1a), (1m) or (1q) or special identification cards issued under Wis. Stat. § 343.51, or a motor vehicle registered in another jurisdiction and displaying a registration plate, card or emblem issued by the other jurisdiction which designates the vehicle as a vehicle used by a person with a physical disability, shall be provided with a sign for people with disabilities which meets the standards as specified in Wis. Admin. Code § Trans 200.07. It is the intent of this ordinance to be enforced over the Wis. Admin. Code ch. SPS 362 with regard to parking spaces, Sec. 29.19 of these ordinances notwithstanding (Am. by Ord. 9299, 10-29-87; Ord. 13,124, 8-28-02; ORD-06-00099, 8-2-06; ORD-12-00035, 3-28-12)
- (u) All friable material shall be maintained and kept in proper repair or treated with a protective covering. (Cr. by Ord. 9795, 5-31-89)
- (v) Graffiti Is Prohibited. Graffiti shall be removed by the property owner or by the City at the property owner's expense.
1. Applicability. This subdivision applies to all residential and nonresidential buildings, structures, yards or vacant areas of the property, as well as movable objects located thereupon.
 2. Removal of Graffiti by the City and Special Charge for Services.
 - a. The Director of the Building Inspection Division may order graffiti removed by a specified date. If a property owner fails to remove graffiti within the time specified in the order, the Director of the Building Inspection Division may cause the graffiti to be removed. (Am. by ORD-08-00109, 10-7-08)
 - b. Special Charge for Services:
 - i. The Director of the Building Inspection Division shall keep an accurate account of the expenses incurred by the City in removing the graffiti from the property and report the same to the Finance Director. (Am. by ORD-08-00109, 10-7-08)
 - ii. The Finance Director shall annually prepare a statement of the expenses so incurred on each lot or parcel of land in removing graffiti from the property and report the same to the City Clerk.
 - iii. The City Clerk shall enter in the tax roll as a special charge against said lot or parcel of land the amount charged to each lot or parcel of land for the removal of graffiti, and the same shall be collected in all respects like other special charges upon real estate under Sec.4.09, MGO.

(Am. by ORD-11-00037, 3-8-11)
 3. Prosecution for failure to remove graffiti under this ordinance shall not bar the City from charging owners for graffiti removal, nor shall charging owners for graffiti removal bar prosecution.

(Am. by Ord. 11,680, 10-14-96; ORD-08-00069, 7-04-08)

- (w) Smoke Alarms. Smoke alarms shall be installed and maintained in accordance with Sec. 34.907, MGO and with Wis. Admin. Code ch. SPS 362, Wis. Admin. Code § SPS 321.09 and Wis. Admin. Code § SPS 328.02 which are hereby incorporated by reference. (Cr. by Ord. 11,220, 3-31-95; Am. by Ord. 12,349, 3-30-99; Ord. 13,124, 8-28-02; ORD-09-00041, 3-19-09; ORD-10-00083, 9-15-10; ORD-12-00035, 3-28-12)
 - (x) Private and Building Storm Sewers. Every private storm sewer and building storm sewer shall be properly installed and maintained in good working condition, free from defects, leaks and obstructions. Any person who violates this subsection shall be subject to a forfeiture of not less than twenty-five dollars (\$25) nor more than two hundred dollars (\$200) per day for each and every violation; each day of violation shall constitute a separate offense. (Cr. by Ord. 11,807, 3-14-97)
 - (y) Rain gutters, downspouts, including extensions, and the discharge systems for sump pumps shall be maintained free of damage, deterioration, or defects and shall be maintained to minimize the effect of runoff onto adjacent properties. (Cr. by Ord. 12,658, 8-10-00; Am. by Ord. 12,688, 10-9-00)
 - (z) One hundred eighty (180) days from the effective date of this amendment all residential buildings containing two or more dwelling units and/or lodging rooms where the main entrance door for the dwelling units and lodging rooms are accessed from a common area, shall be equipped with doorbells, intercoms or an effective buzzer system capable of alerting the occupants of specific dwelling units of requests for access to the building that pertain to their individual units. (Cr. by Ord. 13,757, 1-5-05)
 - (aa) Mail Receptacles. The owner of any rental dwelling unit must provide, and maintain in proper working condition, a mail receptacle that meets federal postal requirements for the rental dwelling unit. (Cr. by ORD-08-00009, 1-24-08)
- (3) Public Nuisances to Be Abated.
- (a) No person may maintain or permit a public nuisance within the City.
 - (b) The Common Council determines that the following conditions constitute a public nuisance, in that such conditions may result in injury to persons or property, and may unlawfully and substantially interfere with public use and enjoyment of streets, sidewalks and other public space:
 1. Tree branches or shrubs which extend into the space over a public sidewalk so as to interfere with use of the sidewalk by the public. Tree branches or shrubs interfere with public use of the sidewalk if they extend into the space directly above the sidewalk at a height of less than seven (7) feet above the surface of the sidewalk.
 2. Tree branches which extend over street right of way at a height of less than twelve (12) feet above the surface of streets classified as arterial streets or bus routes.
 3. Trees, branches, or parts thereof which are broken, diseased, weakened or dead, and which are in a position in which, if they were to fall, could fall upon the sidewalk or public right of way or could cause injury to a person or damage to property.
 4. Accumulations of debris, rubbish or garbage, waste building materials which constitute a hazard, rodent harborage or infestation and accumulations of animal feces.
 - (c) Responsibility for Enforcement; Inspections.
 1. It shall be the duty of the City Forester to make or cause to be made periodic inspections or inspections upon complaint of nuisances defined in subdivision (b)1.-3. above, when they exist in or upon any public street, alley, park, other City property or other public place, including the terrace strip between curb and lot line, within the City of Madison.
 2. It shall be the duty of the Director of Building Inspection to make or cause to be made periodic inspections or inspections upon complaint of nuisances defined in subdivision (b)4. above. (Am. by ORD-08-00109, 10-7-08)

3. If the City Forester or employees or agents working under her/his direction, determine that a nuisance defined under subdivision (b)1.-3. exists in or upon private premises, the City Forester shall notify the Director of Building Inspection. The Director of Building Inspection may proceed as provided in subdivisions (d) and (e) of this subsection. (Am. by ORD-08-00109, 10-7-08)

(d) Summary Abatement.

1. Order of Abatement. If the Director of Building Inspection determines that a public nuisance exists within the City and that there is imminent danger to the public health, safety, peace, comfort or welfare, s/he may, without notice or hearing, issue an order reciting the existence of a public nuisance constituting imminent danger to the public and requiring immediate action be taken as s/he deems necessary to abate the nuisance. Notwithstanding any other provisions of this subsection, the order shall be effective immediately. Any person to whom such order is directed shall comply with the order immediately.
2. Abatement by the City. Whenever the owner or occupant shall refuse or neglect to remove or abate the condition described in the order, the Director of Building Inspection shall, in her/his discretion, enter upon the premises and cause the nuisance to be removed or abated and the City shall recover the expenses incurred thereby from the owner or occupant of the premises or from the person who has caused or permitted the nuisance.

(Am. by ORD-08-00109, 10-7-08)

(e) Nonsummary Abatement.

1. Order to Abate Nuisance. If the Director of Building Inspection determines that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten imminent danger to the public health, safety, peace, comfort or welfare, s/he shall issue an order reciting the existence of a public nuisance and requiring the owner or occupant of the premises to remove or abate the condition described in the order within the time period specified therein. The order shall be served personally on the owner of the property, as well as the occupant if different from the owner and applicable to the described nuisance, or, at the option of the Director of Building Inspection, the notice may be mailed to the last known address of the person to be served by registered mail with return receipt. If the owner or the occupant cannot be served, the order may be served by posting it on the main entrance of the premises and by publishing as a class 3 notice under W.S.A. Chapter 985. The time limit specified in the order runs from the date of service or publication.
2. Abatement by the City. If the owner or occupant fails or refuses to comply within the time period prescribed, the Director of Building Inspection may enter upon the premises and cause the nuisance to be removed or abated and the City shall recover the expenses incurred thereby from the owner or occupant of the premises or from the person who has caused or permitted the nuisance.
3. Remedy from Order. The Board of Building Code, Fire Code, Conveyance Code and Licensing Appeals, created by Sec. 29.18 of these ordinances, shall have no authority to act on orders issued under this subsection. Any person affected by orders issued under this subsection shall, within thirty (30) days of service or publication of the order, apply to the circuit court for an order restraining the City and the Director of Building Inspection from entering on the premises and abating or removing the nuisance, or be forever barred. The court shall determine the reasonableness of the order for abatement of the nuisance. (Am. by ORD-09-00019, 3-14-09)

(Am. by ORD-08-00109, 10-7-08)

- (f) Authority to Assess Costs. The cost of abatement or removal of a nuisance under this section shall be collected from the owner, occupant or person causing, permitting or maintaining the nuisance and, if notice to abate the nuisance, if applicable, has been given to the owner, such cost shall be assessed against the real estate as a special charge.
- (g) Abatement in Accordance with State Law. Nothing in this article shall be construed as prohibiting the abatement of public nuisances by the City or its officials in accordance with the laws of the state.
- (h) Severability. The provisions of any part of this section are severable. If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions, subsections and applications of such ordinance to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this section that the same would have been adopted had such invalid provisions, if any, not been included herein.

(Sec. 27.05(3) Cr. by Ord. 11,678, 10-14-96)

27.051 ENERGY CODE FOR RESIDENTIAL RENTAL PROPERTIES.

- (1) Definitions. The definitions which follow are only applicable to this section of the ordinances. The definitions contained in Sec. 27.03(2) are fully incorporated herein except to the extent to which they may conflict with the following definitions. Further, the definitions contained in Wis. Stat. § SPS 367.04 are also incorporated herein and for the purposes of this section, prevail over those contained in Sec. 27.03(2) of these ordinances to the extent that there may be a conflict. Definitions specifically listed below prevail over any others found in any other source. (Am. by Ord. 13,124, 8-28-02; ORD-12-00035, 3-28-12)

Authorized Energy Audit Report. An authorized energy audit report shall mean a listing of those deficiencies which, if remedied, would be sufficient to result in an “Energy Code Compliance Certificate”. This shall be in an approved form issued by an agent or agency approved by the Director of the Department of Planning and Community and Economic Development or his or her designee. This report shall not be deemed to reflect compliance with this code, but rather shall be a report concerning the status of a building’s energy efficiency regardless of its degree of compliance with this code.

Building Envelope. Building envelope shall mean the elements of a building which enclose heated or air-conditioned spaces through which thermal energy may be transferred to or from the exterior.

Energy Code Compliance Certificate. A form approved and signed by the Director of the Department of Planning and Community and Economic Development or his/her designee, which certifies the building’s compliance with Secs. 27.04(2)(f), 27.05(2)(g)2., 27.05(2)(h) and 27.051, regarding insulation and weatherization.

Heated Spaces. Heated spaces shall mean enclosed parts of the structure to which heat is required to be supplied and if not required, to which heat is supplied directly via ducts, pipes, or radiators or which are normally open to other parts of the structure to which heat is supplied directly via ducts, pipes or radiators, or which contain heating units.

Insulation. Insulation shall mean any approved material or combination of materials used to reduce heat loss.

Living Space. Living space shall mean all heated spaces excluding mechanical rooms and basement areas not containing rental living units.

Rental Living Unit. A rental living unit shall mean a dwelling unit as defined in Sec. 27.03(2) or a lodging room as defined in Sec. 27.03(2) which is leased by the owner or his or her agent to another person or persons but shall not include hotels, hospitals, motels, dormitories, sanitariums, correctional institutions, nursing homes or schools and other buildings primarily used for educational purposes.

Ring Joist. Ring joist shall mean that portion of the building envelope between the top of the foundation wall and the sub-floor immediately above, or the perimeter of the floor joists between any two floors. Also known as: box sill, band joist, rim joist and band board.

- (2) Energy Efficiency Standards For Buildings Containing Rental Living Units. Effective August 15, 1983, all heated rental living units whether occupied or not shall meet energy efficiency standards specified in Wis. Admin. Code § SPS 367.05 unless exempted under the provisions contained Wis. Admin. Code § SPS 367.06 or unless more stringent standards are specified in Sec. 27.051(4) below. Any reference in these Wisconsin Administrative Code sections to the term "department" shall mean the Department of Planning and Community and Economic Development of the City of Madison. Requests for exemptions based upon cost payback as specified in Wis. Admin. Code § SPS 367.06, shall be submitted in writing to the Director of the Building Inspection Division within thirty (30) days of the date of postmark on the Official Notice envelope and must include specific information on cost payback calculations used to arrive at the asserted basis for an exemption. (Am. by Ord. 8081, 7-29-83; Ord. 13,124, 8-28-02; ORD-08-00109, 10-7-08; ORD-12-00035, 3-28-12)
- (3) Energy Code Compliance Disclosure.
- (a) Effective August 15, 1983, an owner or agent shall provide a tenant or prospective tenant, upon request, a completed authorized energy audit report for the building if one has been completed.
- (b) When the Director of the Department of Planning and Community and Economic Development or his/her designee determines through an inspection that a building complies with the energy efficiency requirements of Secs. 27.04(2)(f), 27.05(2)(g)2., 27.05(2)(h) and 27.051, of the Madison General Ordinances, he/she shall issue an Energy Code Compliance Certificate to the owner and shall keep a record thereof.
- (4) Items To Be Enforced Over Wisconsin Administrative Code. In addition to enforcing the Wisconsin Administrative Code by reference, the following items shall be enforced. In case of conflict between this Sec. 27.051(4) and the Wisconsin Administrative Code sections adopted by reference, this Sec. 27.051(4) shall prevail unless the conflicting provisions of the Wisconsin Administrative Code are mandatory.
- (a) The following items may not be exempted pursuant to Wis. Admin. Code § SPS 367.06 because cost payback exceeds five (5) years:
1. Insulation requirements for ceilings, box sills, side walls, framed floors over accessible unheated spaces which are not basements, heating ducts in unheated spaces and unheated basements, and access doors or panels to attics or unheated areas as specified in Wis. Admin. Code § SPS 367.05(1).
 2. Weatherstripping and caulking requirements as specified in Wis. Admin. Code §§ SPS 367.05(3) and (4).
 3. Double glazing and storm window requirements as specified in Wis. Admin. Code § SPS 367.05(2) for rectangular windows in excess of five (5) square feet in area which are not metal casement, hopper, awning or any type of basement or ornamental window.
(Am. by Ord. 13,124, 8-28-02; ORD-12-00035, 3-28-12)
- (b) The joist spaces between any ceiling and any attic floor shall be considered accessible and said spaces shall be insulated to meet the R-value as specified in Wis. Admin. Code § SPS 367.05(1). (Am. by Ord. 13,124, 8-28-02; ORD-12-00035, 3-28-12)
- (Sec. 27.051 Am. by Ord. 8004, 4-26-83; Ord. 13,124, 8-28-02)

27.06 QUANTITY, LOCATION AND USE OF SPACE IN RESIDENTIAL BUILDINGS.

- (1) The purpose of this section is to establish minimum standards for the quantity, location and use of space in residential building units so as to preserve and promote the public interest. A suitable environment for safe, healthy, and desirable living can be enhanced by providing adequate space and privacy for occupants of all residential buildings.
- (2) Size of Dwellings and Rooms.
 - (a) Every detached single-family dwelling other than a mobile home shall have at least five hundred (500) square feet of floor area on the first floor level.
 - (b) Size of Rooms.
 1. Apartments. The floor area of an apartment shall provide not less than one hundred fifty (150) square feet of floor area for the first occupant and at least one hundred (100) additional square feet of floor area for each additional occupant.
 2. Lodging Rooms. The floor area of a lodging room shall provide not less than eighty (80) square feet of floor area for one (1) occupant and sixty (60) square feet for each additional occupant.
 - (c) The space used as a laundry, workshop, furnace room, bathroom, storage room, closets, and common halls shall not be included as part of the space required in Subsection (2)(a) and (b) of Section 27.06 of the Madison General Ordinances.
 - (d) Access to all lodging and sleeping rooms shall be from a common hallway and not through bathrooms or other lodging and sleeping rooms.
 - (e) In any apartment or dwelling, containing two sleeping rooms or larger than three (3) rooms in size, access shall be provided to required bathroom facilities without the necessity of passing through a sleeping room. (Cr. by Ord. 10,192, 1-31-91)
- (3) In all dwelling units the average ceiling height shall be not less than specified in Wis. Admin. Code § SPS 321.06. (Am. by Ord. 9326, 11-13-87; Ord. 13,124, 8-28-02; ORD-12-00035, 3-28-12)
- (4) No habitable room, kitchen or bathroom shall have its floor level below the alley, court, yard, or street grade immediately adjoining and abutting upon said habitable rooms except when meeting the requirements of Wis. Adm. Code ch. SPS 362 or chs. SPS 320-325, as appropriate, unless said room or rooms have been previously approved by the Building Inspection Division prior to May 17, 1983. (Am. by Ord. 12,349, 3-30-99; Ord. 13,124, 8-28-02; ORD-08-00109, 10-7-08)

27.07 FIXING THE RESPONSIBILITY OF OWNERS, OPERATORS, AND OCCUPANTS. (Title Am. by Ord. 7687, 4-2-82)

- (1) The purpose of this subsection is to fix the responsibility of owners, operators, and occupants of residential buildings. (Am. by Ord. 7687, 4-2-82)
- (2) The responsibility of owners, operators and occupants of residential buildings is as follows:
 - (a) Every owner of a residential building containing two (2) or more dwelling units shall be responsible for maintaining in a clean, proper and sanitary condition the shared or public areas of the residential building and premises thereof.
 - (b) Every occupant of a residential building shall keep in a clean, proper, and sanitary condition that part of the residential building and premises thereof which s/he occupies and controls except the operator of every lodging house shall be responsible for the sanitary maintenance of all walls, floors, ceilings and every other part of the lodging house. Every occupant of a residential building shall dispose of all her/his refuse and garbage in the containers required by the Madison General Ordinances.
 - (c) Every owner of a residential building shall be responsible for hanging, installation, and maintenance of all screens and double or storm doors and windows whenever the same are required under the provisions of the Madison General Ordinances.

- (d) Every occupant of a single-family dwelling shall be responsible for the extermination of any pests, vermin or rodents therein with the following exceptions: when the owner or operator has failed to clean the dwelling prior to occupancy or when the owner or operator is out of compliance with Madison General Ordinances Sec. 27.05(2)(g)2., extermination shall be the responsibility of the owner. Whenever infestation exists in any residential dwelling other than a single-family dwelling, extermination shall be the responsibility of the owner. (Am. by Ord. 10,627, 4-16-93 & 4-21-93)
 - (e) Every occupant of a dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
 - (f) No person shall occupy or let to another for occupancy any space in a residential building unless it is clean, sanitary, fit for human occupancy, complies with the requirements of the Building Code (Chapter 29) and the Zoning Code (Chapter 28) and the occupancy is limited to the maximum permitted by said Codes. (Am. by Ord. 12,134, 6-1-98)
 - (g) Every owner of a lodging house shall make available to the occupants the names of two (2) or more persons that may be called to arrange for emergency work. The names with the telephone numbers shall be posted in a conspicuous place readily accessible to the occupants. The names with the telephone numbers shall be revised periodically to maintain accurate information at all times. (Am. by Ord. 5438, 3-30-76)
 - (h) The operator of every lodging house shall change supplied linen and towels therein at least once each week, and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary condition.
 - (i) (Renumbered to Sec. 32.05 by Ord. 6036, 11-16-77)
- (3) (R. by Ord. 7687, 4-2-82)

27.08 DESIGNATION OF UNFIT BUILDINGS OR STRUCTURES AND LEGAL PROCEDURES OF REPAIR OR RAZING.

- (1) The purpose of this section is to provide for the designation and repair or razing of those buildings or structures which are so dilapidated, unsafe, dangerous, unhygienic, inadequately maintained or lacking in basic equipment, facilities, light, ventilation, and heating so as to constitute a menace to the occupants or public.
- (2) Any building or structure which shall be found to have any of the following defects may be designated as unfit for human habitation and in need of repairs or razing and so placarded by an authorized inspector. Legal notice shall be served upon the owner and on the operator of any building:
 - (a) Which is so damaged, decayed, dilapidated, dangerous, unsanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - (b) Which lacks illumination, ventilation, heating, basic equipment or sanitary facilities adequate to protect the health, safety, or general welfare of the occupants or of the public.
 - (c) Which because of its general condition, location, or appearance is a blighting influence or causes decreasing physical or monetary value of property in the neighborhood.
- (3) Any building or structure or part thereof designated and placarded by the inspector as unfit for human habitation and in need of repairs or razing shall be vacated within a reasonable time as ordered by the inspector.
- (4) No building or structure or part thereof which has been designated and placarded as unfit for human habitation and in need of repairs or razing shall again be used for human habitation until written approval is secured from, and such placard is removed by, the inspector. The inspector shall remove such placard whenever the defect or defects upon which the designation and placarding action were based have been eliminated.
- (5) No person shall deface or remove the placard from any building or structure or part thereof which has been condemned as unfit for human habitation and placarded as such.
- (6) Any building or structure or part thereof designated as unfit for human habitation and in need of repairs or razing by the inspector, which in the opinion of the inspector, would be unreasonable to

repair shall be razed or removed upon legal written service of the order of the inspector. If the owner shall fail or refuse to comply with the order, the inspector shall cause such building to be razed or removed under the procedures provided for unsafe buildings in the City Building Code (Chapter 29).

27.085 VACANT AND DAMAGED BUILDINGS.

- (1) Definitions. For the purposes of this section, the following definitions shall apply.
- “Unsecured” means there exists an opening into a building through which a person or animal may enter that is not maintained by the owner, operator or legal occupant in a manner that controls access thereto.
- “Vacant” means that there are no readily observable indications that anyone with legal justification is actively residing at the property.
- (2) Vacant Buildings.
- (a) Requirement to Secure Vacant Buildings. Any building which is vacant and unsecured for any reason constitutes a public nuisance. No person may maintain or permit a public nuisance within the City. The owner or operator shall abate the nuisance by securing the building, including any shed or outbuilding, against entry by persons or animals. This may include, with prior written approval of the Director of the Building Inspection Division, adequately boarding up doors, windows and other openings in a workmanlike manner so as to prevent entry, vandalism or damage. Trespassers, garbage, animals, animal nests and animal nesting materials shall be removed prior to securing the building.
- (b) Other Requirements of the Owner or Operator of a Vacant Building. The owner or operator of a vacant building shall ensure that the following requirements are met with respect to the vacant building:
1. The utilities, plumbing, electrical and heating systems shall be maintained at all times in a safe condition, inactivated or drained so as to prevent the possibility of damage to the structure by the failure of such utilities and so as to prevent hazardous and dangerous conditions.
 2. At least one door boarded at the grade level shall be maintained with locks and hinges to permit entry for inspection purposes.
 3. Access to the building for inspection purposes is required to be provided to the Director of the Building Inspection Division.
 4. Screening or alternate methods of boarding may be permitted upon prior written approval by the Director of the Building Inspection Division, or designee.
 5. The Director of Building Inspection shall be notified in writing no later than ten (10) days prior to the sale, transfer or possession, or the unboarding of the property. (Am. by ORD-08-00109, 10-7-08)
- (3) Damaged Buildings. When any building has been damaged by fire or other cause, hazardous or dangerous conditions exist, and the building cannot be secured by conventional locking or boarding up of windows and doors, such building shall be fenced off so as to prevent access and entry to the structure and the area immediately surrounding the structure.
- (4) Abatement. The provisions of Section 27.05(3)(d) and (e) of these ordinances apply to the abatement of nuisances under this subsection.
- (a) Authority to Assess Costs. The cost of abatement or removal of a nuisance under this section shall be collected from the owner, occupant or person causing, permitting or maintaining the nuisance and, if notice to abate the nuisance, if applicable, has been given to the owner, such cost shall be assessed against the real estate as a special charge.
- (b) Abatement in Accordance with State Law. Nothing in this article shall be construed as prohibiting the abatement of public nuisances by the City or its officials and employees in accordance with the laws of the state.

(Sec. 27.08(7) Am. by Ord. 11,679, 10-14-96; Sec. 27.085 Created, Sec. 27.08(7) Renum. to 27.085(2) and Am. by ORD-09-00042, 3-19-09)

27.09 ADMINISTRATION AND ENFORCEMENT.

- (1) The purpose of this section is to provide for the administration and enforcement of this ordinance.
- (2) The office of the Building Inspection Division of the Department of Planning and Community and Economic Development is hereby created to enforce this ordinance. The Director of the Building Inspection Division shall be under the supervision of the Director of Planning and Community and Economic Development. For purposes of enforcement of this ordinance, he/she shall have the same powers as the officer referred to in the Statutes as Building Inspector. (Am. by Ord. 8081, 7-29-83; (Am. by ORD-08-00109, 10-7-08)
- (3) The duties of the Director of the Building Inspection Division shall be as follows:
 - (a) Provide and maintain a public information bureau relative to all matters arising out of this ordinance.
 - (b) Maintain permanent and current records of all matters arising out of this ordinance.
 - (c) Conduct a systematic inspection of buildings, structures, and lands to determine compliance with the terms of this ordinance, all state laws, City ordinances and lawful orders relating to the alteration, repair, maintenance, safety and use of existing buildings and permanent building equipment and take such action as necessary to secure such compliance, including: the withholding of building permits, imposition of forfeitures and injunctive action. They shall have full power to pass upon any question arising under the provisions of the housing, building, plumbing, electrical and heating codes and zoning ordinances, subject to conditions contained herein. (Am. by Ord. 9640, 12-14-88)
 - (d) Initiate, direct, and review from time to time a study of the provisions of this ordinance and make recommendations to the Mayor and Common Council not less frequently than once a year on such matters that will improve this code or its systematic enforcement.
 - (e) Coordinate such inspection and code compliance programs with inspection or improvement programs of other neighborhood groups whose purpose is neighborhood improvement.
(Am. by ORD-08-00109, 10-7-08)
- (4) The inspectors provided for in this ordinance shall have the same power and authority as is set forth in Sec. 29.15(3).
- (5)
 - (a) Any person who shall fail or neglect to comply with any lawful order of the Director of the Building Inspection Division issued pursuant to the provisions of this chapter may be assessed seventy-five dollars (\$75) per compliance inspection that does not result in compliance with the order. A thirty-five dollar (\$35) charge may be assessed when an inspector fails to gain entry to carry out a compliance inspection. (Am. by Ord. 11,783, 2-17-97; Ord. 13,126, 8-28-02; ORD-08-00054, 5-24-08; ORD-08-00109, 10-7-08; ORD-11-00057, 4-7-11)
 - (b) The Department of Planning and Community and Economic Development shall keep an accurate account of all unpaid inspection fees incurred for compliance inspection services rendered and report the same to the Finance Director, who shall annually prepare a statement of these special charges at each lot or parcel of land and report the same to the City Clerk, and the amount therein charged to each lot or parcel of land shall be by said Clerk entered in the tax roll as a special charge against said lot or parcel of land, and the same shall be collected in all respects like other special charges upon real estate as provided in Sec. 66.0627 of the Wisconsin Statutes. (Am. by Ord. 13,126, 8-28-02; ORD-11-00037, 3-8-11)
(Am. by Ord. 10,639, 4-30-93)
- (6) All appeals under Chapter 27 are governed by Section 29.18 of these ordinances. (Cr. by Ord. 11,611, Adopted 5-21-96)

27.10 RESERVED FOR FUTURE USE. (“Building and Fire Code Review and Appeals Board”, R. by Ord. 11,611, Adopted 5-21-96)

27.101 RESERVED FOR FUTURE USE. (“Meetings” R. by Ord. 11,960, Adopted 11-4-97)

27.102 RESERVED FOR FUTURE USE. (R. by Ord. 10,356, 1-23-92)

27.11 PENALTIES. Any person who violates any provision of this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be subject to forfeiture of not less than one dollar (\$1.00) and not more than one thousand dollars (\$1,000), unless there exists a specific penalty for a violation which shall be applicable, and in addition, shall pay all costs and expenses involved in the case. Each day or portion thereof such violation continues shall be considered a separate offense. (Am. by Ord. 11,807, 3-14-97; Ord 13,725, 11-9-04; Ord. 13,760, 12-14-04)

27.12 SEPARABILITY. It is hereby declared to be the intention of the Common Council of the City of Madison that the several provisions of this ordinance are separable, in accordance with the following:

- (1) If any court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such judgment shall not affect any other provision of this ordinance not specifically included in said judgment.
- (2) If any court of competent jurisdiction shall adjudge invalid the application of any provision of this ordinance to a particular property, building or structure, not specifically included in said judgment.

27.13 CONFLICT OF ORDINANCE. In any case where a provision of this ordinance or of any regulation adopted pursuant thereto is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or any regulation of the City of Madison, the provision which established the higher standard for the promotion of the health and safety of the people shall prevail.

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COMMUNITY DEVELOPMENT OFFICE

RENTAL UNIT INSPECTION FORM

A. General Information Name of Inspector: _____

Address of Inspected Unit: Street: _____

City: _____ County: _____ State: _____ Zip: _____

Date of Inspection: _____ Date of Re-inspection: _____

B. How to Fill Out This Checklist

Proceed through the inspection as follows:

Area	Checklist Category
Room by Room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
Outside	6. Building Exterior
Basement or Utility Room	7. Heating and Plumbing
Overall	8. General Health and Safety

- ✓ Each part of the checklist will be accompanied by an explanation of the item to be inspected.
- ✓ Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security," in the Living Room).
- ✓ In the space to the right of the description of the item, if the decision on the item is "Fail," write what repairs are necessary.
- ✓ Also, if the decision on the item is "Pass" but there are additional code items or items not consistent with rehab standards or area codes, write these in the space to the right.

1. LIVING ROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
1.1	LIVING ROOM PRESENT Is there a living room?			
1.2	ELECTRICITY Are there at least two working outlets?			
1.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
1.4	SECURITY Are all windows and doors that are accessible from the outside lockable?			
1.5	WINDOW CONDITION Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?			
1.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
1.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
1.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
1.9	LEAD PAINT a. Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards? b. If no, does deteriorated surfaces exceed two square feet &/or more than 10% of a component?			
1.10	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
1.11	WINDOW: SCREENS/STORMS Are a screen and a storm available for installation for each window?			
1.12	WINDOWS: Are all accessible windows equipped with sash fasteners to allow each window to be locked at 1-5 inches open?			
1.13	OTHER			
1.14	OTHER			

Notes: (Give Item #)

2. KITCHEN

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
2.1	KITCHEN AREA PRESENT Is there a kitchen?			
2.2	ELECTRICITY Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?			
2.3	ELECTRICAL HAZARDS Is the kitchen free from electrical hazards?			
2.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
2.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
2.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
2.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
2.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
2.9	LEAD PAINT a. Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards? b. If no, does deteriorated surfaces exceed two square feet &/or more than 10% of a component?			
2.10	STOVE OR RANGE WITH OVEN Are there a working oven and a stove (or range) with top burners that work?			
2.11	REFRIGERATOR Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?			
2.12	SINK Is there a kitchen sink that works with hot and cold running water?			
2.13	SPACE FOR STORAGE & PREPARATION OF FOOD Is there space to store and prepare food?			
2.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
2.15	WINDOW: SCREENS/STORMS Are a screen and a storm available for installation for each window?			
2.16	WINDOWS: Are all accessible windows equipped with sash fasteners to allow each window to be locked at 1-5 inches open?			
2.17	OTHER			

Notes: (Give Item #)

3. BATHROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
3.1	BATHROOM (see description) Is there a bathroom?			
3.2	ELECTRICITY Is there at least <i>one</i> permanently installed light fixture?			
3.3	ELECTRICAL HAZARDS Is the bathroom free from electrical hazards?			
3.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
3.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
3.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
3.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
3.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
3.9	LEAD PAINT a. Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards? b. If no, does deteriorated surfaces exceed two square feet &/or more than 10% of a component?			
3.10	FLUSH TOILET IN ENCLOSED ROOM IN UNIT Is there a working toilet in the unit for exclusive private use of the tenant?			
3.11	FIXED WASH BASIN OR LAVATORY IN UNIT Is there a working, permanently installed washbasin with hot and cold running water in the unit?			
3.12	TUB OR SHOWER IN UNIT Is there a working tub or shower with hot and cold running water in the unit?			
3.13	VENTILATION Are there operable windows or a working vent system?			
3.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
3.15	WINDOW: SCREENS/STORMS Are a screen and a storm available for installation for each window?			
3.16	WINDOWS: Are all accessible windows equipped with sash fasteners to allow each window to be locked at 1-5 inches open?			
3.17	OTHER			

Notes: (Give Item #)

4. OTHER ROOMS USED FOR LIVING AND HALLS

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
4.1	ROOM CODE and ROOM LOCATION: right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		
4.2	ELECTRICITY Are there at least two working outlets?			
4.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
4.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
4.5	WINDOW CONDITION If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken out panes?			
4.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?			
4.7	WALL CONDITION Are the walls sound and free from hazardous defects?			
4.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
4.9	LEAD PAINT a. Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards? b. If no, does deteriorated surfaces exceed two square feet &/or more than 10% of a component?			
4.10	WEATHERSTRIPPING Is weather stripping present and in good condition on all windows and exterior doors?			
4.11	ENTRANCES Does each entrance door have a keyed deadbolt lock with a minimum of a one-inch throw?			
4.12	WINDOW: SCREENS/STORMS Are a screen and a storm available for installation for each window?			
4.13	WINDOWS: Are all accessible windows equipped with sash fasteners to allow each window to be locked at 1-5 inches open?			
4.14	OTHER			

Notes: (Give Item #)

5. ALL SECONDARY ROOMS NOT USED FOR LIVING

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
5.1	NONE. GO TO PART 6			
5.2	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable in each room?			
5.3	ELECTRICAL HAZARDS Are all these rooms free from electrical hazards?			
5.4	OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature" explain hazard and means of control of interior access to room.			
5.5	WINDOW: SCREENS/STORMS Are a screen and a storm available for installation for each window?			
5.6	WINDOWS: Are all accessible windows equipped with sash fasteners to allow each window to be locked at 1-5 inches open?			
5.7	OTHER			
5.8	OTHER			

Notes: (Give Item #)

6. BUILDING EXTERIOR

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
6.1	CONDITION OF FOUNDATION Is the foundation sound and free from hazards?			
6.2	CONDITION OF STAIRS, RAILS, AND PORCHES Are all the exterior stairs, rails and porches sound and free from hazards?			
6.3	CONDITION OF ROOF AND GUTTERS Are the roof, gutters and downspouts sound and free from hazards?			
6.4	CONDITION OF EXTERIOR SURFACES Are exterior surfaces sound and free from hazards?			
6.5	CONDITION OF CHIMNEY Is the chimney sound and free from hazards?			
6.6	LEAD PAINT: EXTERIOR SURFACES a. Are all exterior surfaces <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated or covered</i> to prevent exposure of the occupants to lead based paint hazards? b. If no, does deteriorated surfaces exceed 20 square feet of total exterior surface area?			
6.7	MOBILE HOMES: TIE DOWNS If the unit is a mobile home, it is properly placed and tied down? If not a mobile home, check "Not Applicable."			
6.8	MOBILE HOMES: SMOKE DETECTORS If unit is a mobile home, does it have at least one smoke detector in working condition? If not a mobile home, check "Not Applicable."			
6.9	CAULKING Are all fixed joints including frames around doors and windows, areas around all holes for pipes, ducts, water faucets or electric conduits, and other areas, which may allow unwanted air flow appropriately caulked?			
6.10	GRAFFITI Is the exterior of the building free of graffiti?			
6.11	OTHER			
6.12	OTHER			

Notes: (Give Item #)

7. HEATING, PLUMBING AND INSULATION

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
7.1	ADEQUACY OF HEATING EQUIPMENT a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living? b. Is the heating equipment oversized by more than 15%? c. Are pipes and ducts located in unconditioned space insulated?			
7.2	SAFETY OF HEATING EQUIPMENT Is the unit free from unvented fuel burning space heaters, or any other types of unsafe heating conditions?			
7.3	VENTILATION AND ADEQUACY OF COOLING Does this unit have adequate ventilation and cooling by means of operable windows or a working cooling system?			
7.4	HOT WATER HEATER Is hot water heater located, equipped, and installed in a safe manner?			
7.5	WATER SUPPLY Is the unit served by an approvable public or private sanitary water supply?			
7.6	PLUMBING Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?			
7.7	SEWER CONNECTION Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back up?			
7.8	INSULATION Is the building and are all heated rental units insulated to meet the standards of the Wisconsin Administrative Code ILHR 67.05?			
7.9	OTHER			
7.10	OTHER			

Notes: (Give Item #)

8. GENERAL HEALTH AND SAFETY

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
8.1	ACCESS TO UNIT Can the unit be entered without having to go through another unit?			
8.2	EXITS Is there an acceptable fire exit from this building that is not blocked?			
8.3	EVIDENCE OF INFESTATION Is the unit free from rats or severe infestation by mice or vermin?			
8.4	GARBAGE AND DEBRIS Is the unit free from heavy accumulation of garbage or debris inside and outside?			
8.5	REFUSE DISPOSAL Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?			
8.6	INTERIOR STAIRS AND COMMON HALLS Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on stairways, absent or insecure railings; inadequate lighting, or other hazards?			
8.7	OTHER INTERIOR HAZARDS Is the interior of the unit free from any other hazards not specifically identified previously?			
8.8	ELEVATORS Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?			
8.9	INTERIOR AIR QUALITY Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?			
8.10	SITE AND NEIGHBORHOOD CONDITIONS Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the residents?			
8.11	LEAD PAINT: OWNER CERTIFICATION If the owner of the unit was required to correct any deteriorated paint or lead-based paint hazards at this property, is there evidence of stabilization or documentation clearance testing? If the owner was NOT required to correct any deteriorated paint or lead-based paint hazard as a result of this inspection, enter "Not Applicable" under the PASS column.			

8. GENERAL HEALTH AND SAFETY

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
8.12	SMOKE DETECTORS a. Does the unit have the proper number and placement of smoke detectors in each unit and in the common hallways per code? b. Are they in working order?			
8.13	CARBON MONOXIDE DETECTORS a. Does the unit have the proper number and placement of carbon monoxide detectors in each unit per code? b. Are they in working order?			
8.14	OTHER ENVIRONMENTAL HAZARDS a. Is the unit free from friable asbestos containing materials? b. Is the unit free from a hazardous accumulation of mold or mildew growth on interior surfaces?			
8.15	OTHER			
8.16	OTHER			

Notes: (Give Item #)

RENTAL PROPERTY INSPECTION / RE-INSPECTION SUMMARY

To: City of Madison Community Development Division

cc: _____
(Property Owner/Manager)

cc: _____
(Property Owner, *if not also Manager*)

1. Project Name: _____ Inspection Date: _____

--	--

2. List project address(es):

3. The following units passed the rental property inspection:

4. Failed inspection items were identified in the following units, common and/or exterior areas:

Unit # (or Common/ Exterior Area)	Failed Item # & Description	Date of Planned Re-Inspection	Date of Passing Re-Inspection

Inspection

Signature

Date

Title

Re-inspection (if applicable)

Signature

Date

Title

Bidders Reference Sheet

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No. _____

Approximate Dates of Service _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No. _____

Approximate Dates of Service _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No. _____

Approximate Dates of Service _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No. _____

Approximate Dates of Service _____

Product(s) and/or Service(s) Used _____

Proposed Schedule of Fees

Our firm hereby offers to furnish Rental Housing Unit Inspection Services at the rate(s) listed below:

Item Description	Approximate # of Units		Fee per Unit		Total Fee
Inspection Services (Initial Visit)	120	x	\$	=	\$
Re-Inspection Services (as needed)	20	x	\$	=	\$
TOTAL FEES				+	\$
<i>Hourly Rate</i>	\$				

Company Name (print or type)

Bidder's Name and title (print or type)

Date

Signature



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

**Your contract *MUST* include the following information,
or it will not be signed by the City.**

- Check one box at top of Page 1 for the type of business entity.
- Sections 3 & 4 will be completed by the City and should be complete before you sign.
- Put a name in Sec. 7.A. – person responsible for administering the contract.
- Affirmative Action:** Check one box in Article IV of Sec. 13.A. **All non-exempt** contractors must certify (by checking box A or B) that either (A) it has an approved Affirmative Action Plan on file with the City of Madison Affirmative Action Division; or (B) will file an Affirmative Action Plan within thirty (30) days of signing the contract.
 - If this is your first contract with the City and you are **NOT** exempt, choose B. The Model Plan is available here: www.cityofmadison.com/dcr/aaFormsVS.cfm
 - Contractors who have previously done \$25,000 in annual business with the City might already have a plan on file. Confirm this and check A.
 - If you are exempt for number of employees (see Table 13.B.) do not check A or B. Complete the Request for Exemption available here: www.cityofmadison.com/dcr/aaForms.cfm
 - If you have 15 or more employees but you will do less than \$25,000 in total annual business with the City, do not check A or B. You may leave that section blank.

Affirmative Action Questions? Contact Dept. of Civil Rights, Contract Compliance: (608) 266-4910.

- Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. Under some circumstances, the City will accept a scanned PDF signature.
 - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
 - Double-sided is OK, but all attachments should begin on a new page.
 - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.
- Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

Insurance Instructions:

Certificate Holder: City of Madison
 Attn: Risk Manager
 210 Martin Luther King Jr. Blvd. Room 406
 Madison, WI 53703

Proof of all insurance required in the contract must be shown. Use City's certificate at this link:
www.cityofmadison.com/finance/documents/CertInsurance.pdf

Send C.O.I. with your signed contract or email a scanned copy to City Risk Manager Eric Veum at:
eveum@cityofmadison.com. Call Eric Veum at (608) 266-5965 with insurance questions.

Failure to complete these steps will result in contract not being signed.

FOR REVIEW ONLY

CONTRACT FOR PURCHASE OF SERVICES
between the City of Madison and Full Contractor Name

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

(Attach and label documents as necessary.)

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.

B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.

B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.

E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees: (MGO 39.02(9)(c).)

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights ("Department"), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

RELEASE OF PAYMENT: (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this Contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

ARTICLES OF AGREEMENT

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the Contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (**check one**):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.

- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**
This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).
- For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.
- Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.
- Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.
- Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.
- Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.
31. **WEAPONS PROHIBITION.**
Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
32. **AUTHORITY.**
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
33. **COUNTERPARTS, ELECTRONIC DELIVERY.**
This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

NOTE: Certain service contracts may be executed by the Purchasing Agent on behalf of the City of Madison:

By: _____
Randy A. Whitehead, Accountant 4
Designee of Finance Director

_____ Date

Please note: MGO 4.26(3) and (5) authorize the Finance Director or designee to sign contracts for purchase or services when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a)
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)