

AGENDA
COMMITTEE OF THE WHOLE MEETING
CITY OF BERLIN
TUESDAY, DECEMBER 1, 2020, 7:00 PM
COMMON COUNCIL CHAMBERS
[https://zoom.us/j/820 9317 9427](https://zoom.us/j/82093179427)
1 312 626 6799 US TOLL-FREE
Meeting ID: 820 9317 9427

1. Roll Call
2. Virtual Attendees Seated (if necessary)
3. General Public Comments. Registration card required (located at podium in Council Chambers).
4. Approval of Minutes. RECOMMENDATION: Approve the minutes from the November 3, 2020 Committee of the Whole meeting.
5. 218 S. Grove Street Property Update. RECOMMENDATION: Listen to update and action as appropriate.
6. Update on Spring Street Fence Complaint. RECOMMENDATION: Listen to update and action as appropriate.
7. Resolution Acquisition of Bohn Property from the Town of Berlin. RECOMMENDATION: Discuss and action as appropriate.
8. Extension of Virtual Meetings Emergency Resolution. RECOMMENDATION: Discuss Emergency Resolution as it relates to extending virtual meetings due to COVID and action as appropriate.
9. Stop Sign at Intersection of WWTP Road and Knopf Road in North Business Park. RECOMMENDATION: Discuss and action as appropriate.
10. Municipal Forfeiture Bond Schedule. RECOMMENDATION: Review Municipal Forfeiture Bond Schedule updates and recommend to Common Council for approval.
11. 2021 Senior Transportation Purchase of Service Contract. RECOMMENDATION: Recommend to Common Council to approve the 2021 Purchase of Service Contract-CY2020 with Green Lake County Department of Health & Human Services and authorize the appropriate signatures.
12. 2021 Berlin Senior Center Agreement for Senior Nutrition. RECOMMENDATION: Recommend to Common Council to approve the CY2021 Agreement Between Green Lake County DHHS and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.
13. DNR Lease Renewal for Berlin Lock Area. RECOMMENDATION: Refer to Plan Commission & Park and Recreation Commission for discussion and action as appropriate.

14. 2021 Wage Adjustment Resolution for Non-Union Employees. RECOMMENDATION: Recommend to Common Council to approve and adopt 2021 Wage Adjustment Resolution for non-union employees.
15. Kennel License Fee Schedule Update. RECOMMENDATION: Recommend to Common Council to update the Fee Schedule regarding Kennel Licenses to meet the WI State Statute requirement of \$35 for 12 or fewer dogs and an additional \$3 for each dog in excess of 12.
16. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.)
17. New Business (To be used to request items of new business be put on a future agenda)
18. Public Appearances.
19. Motion to convene into closed session pursuant to Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (1) Ambulance Contracts with Participating Municipalities; 2) Potential TID #15 Developer's Agreement for 160 E. Park Ave Property.
20. Reconvene into open session and take appropriate action from closed session discussions.
21. Adjourn.

Note: In adherence to the City of Berlin Public Meeting Participation Policy, public participation will be allowed under each agenda item at the discretion of the presiding officer, with the exception of the Consent Agenda. Attendees must register their intention to participate on either a general comments section or a specific agenda item prior to the meeting by filling out a Registration Card, which can be obtained from the Internet, City Clerk's office or in the City Hall Council Chambers at the podium. Registration Cards should be turned in prior to the meeting to either the presiding officer or City Clerk.

To: Common Council

From: Lindsey Kemnitz

Subject: Resolution Acquisition of Bohn Property from Town of Berlin

Background:

At the October Council meeting resolution #20-16 was approved to support the Knowles Nelson Stewardship grant funds from DNR for Ducks Unlimited to acquire about 199 acres from the Bohn Family Farm. The resolution stated the property will be managed for wildlife habitat and public conservation land. Due to Knowles Nelson Stewardship grant funds being utilized for the acquisition, DNR will require deed restrictions for the property to be maintained for wildlife habitat and public conservation land.

The Town of Berlin had to approve similar resolution for Ducks Unlimited to receive the grant funds. Ducks Unlimited provided the Town of Berlin a letter explaining the deed restrictions that will be in place. The Town requested additional restrictions on the property prior to the Town approving the resolution. The Town's resolution stated the City approve a resolution with the restriction that no future council may change in such that there will be no future development and such resolution attached and recorded to the property deed.

Attached are the previously approved resolution #20-16, letter from Ducks Unlimited about the deed restrictions, and the resolution from the Town of Berlin.

Recommendation: Discuss and action as appropriate.



RESOLUTION # 20-16

A RESOLUTION APPROVING ACQUISITION OF BOHN PROPERTY FROM TOWN OF BERLIN

WHEREAS the City of Berlin recognizes the intended acquisition by Ducks Unlimited of approximately 199 acres of property currently in private ownership. A portion of the property, approximately 87 acres, was annexed from the Town of Berlin into the City of Berlin on August 11, 2020 by Common Council action; and

WHEREAS the City of Berlin acknowledges that after acquisition, Ducks Unlimited intends to transfer ownership to the City of Berlin, and the City intends to manage the property as a wildlife habitat and public conservation land; and

WHEREAS the City of Berlin recognizes this acquisition may be partially funded by Knowles Nelson Stewardship grant funds, and that grant program rules require approval of both City and Town board when land outside City limits will be acquired by the City;

NOW THEREFORE BE IT RESOLVED that the City of Berlin approves this property acquisition and ultimate ownership of the City of Berlin.

Passed, approved and adopted this 13th day of October, 2020.

ROLL CALL VOTE:

_____ AYES
_____ NAYS
_____ ABSENT

CITY OF BERLIN

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson, City Administrator-Clerk-Treasurer

Matthew G. Chier
City Attorney



505 Science Drive, Suite A
Madison, WI 53711
(262)347-6962
www.ducks.org

October 21, 2020

Town of Berlin

Dear Town Board:

This letter is to document and confirm the perpetual protection and conservation of the Bohn parcel the will preclude any development of the property inconsistent with compatible uses of the North American Wetlands Conservation Act (NAWCA) and the Knowles Nelson Stewardship Program (KNS). This parcel will be protected by Federal – NAWCA and State KNS restrictions recorded on the deed. These restrictions will NOT allow any buildings or structures of any kind on the property. In general, this land is set aside for migratory bird habitat through NAWCA and public recreation and conservation through KNS. Both of these covenants will be put in place prior to transfer to the City of Berlin.

This parcel will provide many benefits to the citizens of Wisconsin in perpetuity beyond the wildlife and recreational opportunities. Ground water recharge, water quality, and storm water storage improvements will benefit the community for generations to come.

Thank you for your consideration of this important project and let me know if you have any questions.

Sincerely,

Brian Glenzinski

Regional Biologist

Ducks Unlimited

Resolution Approving Property Acquisition

#01-2020

WHEREAS, the Town of Berlin recognizes the intended acquisition by Ducks Unlimited of approximately 199 acres of property currently in private ownership. A portion of the property, approximately 87 acres, was annexed from the Town of Berlin into the City of Berlin on August 11, 2020 by Common Council; and

WHEREAS, The Town of Berlin Acknowledges that after acquisition, Ducks Unlimited intends to transfer ownership to the City of Berlin, and the City intends to manage the property as a wildlife habitat and public conservation land; and

WHEREAS, the Town of Berlin recognizes this acquisition may be partially funded by Knowles Nelson Stewardship grant funds, and that grant program rules require approval of both City and Town boards when land outside City limits will be acquired by the City.

NOW THEREFORE, BE IT RESOLVED that the Town of Berlin approves this property acquisition and ultimate ownership of the City of Berlin contingent upon the City of Berlin passing a Resolution with the restriction that no future council may change in such that there will be no future development and such resolution attached & recorded to the property deed.

I hereby certify that the foregoing resolution was duly adopted by the Town of Berlin at a legal meeting held on November 16, 2020.

Robert Bahn, Chairman

Attested by: Brenda Murkley, Clerk/Treas.

DATE: December 1, 2020

TO: Committee of the Whole

FROM: Jodie Olson

RE: Expiration of Temporary Ordinance for Virtual Meeting Attendance

BACKGROUND: Council had approved a temporary ordinance in July which allowed virtual attendance for meetings through December 31. The ordinance is attached. Considering COVID is still spreading in our area, the Committee needs to consider whether the temporary ordinance will be extended or modified in any way.

RECOMMENDATION: Discuss and action as appropriate.

ORDINANCE #05-20

A TEMPORARY ORDINANCE RELATING TO ELECTRONIC OR VIRTUAL ATTENDANCE OR
CONDUCTING OF MEETINGS OF GOVERNING BODIES

WHEREAS, the Common Council acknowledges that some members of the City's various governing bodies still have legitimate concerns regarding attending meetings in person due to concerns over contracting or spreading the novel strain of the coronavirus now named Coronavirus Disease 2019 (COVID-19); and

WHEREAS, the Common Council accordingly wishes to authorize the electronic or virtual meeting attendance of members of governing bodies and electronic or virtual conducting of meetings of governing bodies for a temporary period, subject to the terms and conditions of this Ordinance.

NOW, THEREFORE, the Common Council of the City of Berlin do ordain that, notwithstanding any contrary provision in the Municipal Code of the City Berlin, the City Common Council, Committees, Boards, and/or Commissions may, on a meeting by meeting basis, by majority vote of those present assuming a quorum is present (which vote must be held prior to the participation of any member participating electronically or virtually at a meeting), allow any or all members of such body to attend such meeting electronically or virtually, so long as the meeting is consistent with the requirements of open meetings laws. Further, the City Common Council, Committees, Boards, and/or Commissions may, by majority vote, authorize any specific future meeting of that governing body to be conducted electronically or virtually, or to allow specific members of such governing body to attend such future meeting electronically or virtually, so long as the meeting is consistent with the requirements of open meetings laws.

This ordinance shall take effect the day after publication but shall expire on December 31, 2020 and shall only apply to meetings held prior to such date. This ordinance shall not be codified into the Municipal Code of the City of Berlin because of its temporary effective period.

Passed, approved and adopted this 14 day of July, 2020.

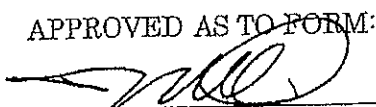
ROLL CALL VOTE:

6 AYES


0 NAYS

0 ABSENT

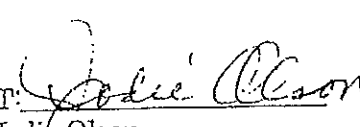
APPROVED AS TO FORM:


Matthew G. Chier
City Attorney

CITY OF BERLIN

BY 
Richard D. Schramer, Mayor

ATTEST:


Jodie Olson
City Clerk

DATE: 11/13/2020

TO: Committee Of The Whole

FROM: Scott Zabel

RE: Stop sign petition for the intersection of Knopf Rd. and WWTP Rd.

BACKGROUND: The above intersection is currently uncontrolled. The petition is asking for a stop sign (FLASHING) to be installed on the east bound lane of WWTP Rd. which would allow Knopf Rd. vehicle traffic the right of way. There have been two serious crashes at this intersection within 30 days of each other. My suggestion would be to place a 36" DOT spec. stop sign with an orange awareness flag on post rather than a flashing one.

RECOMMENDATION: Discussion and action as appropriate.

WWTP Rd and E. Knopf Rd Crashes

17BPD3269 12-05-17 2:35pm

A Jeep SUV was eastbound on WWTP Rd and entered the intersection impacting a pickup truck that was southbound on Knopf Rd. There were no injuries but each vehicle sustained functional damage. The southbound truck entered the uncontrolled intersection prior to the Jeep.

20BPD2167 09-30-20 12:37pm

A Dodge van was eastbound on WWTP Rd and entered the intersection impacting a Dodge passenger car that was northbound on Knopf Rd. Each driver sustained injuries and required transport by EMS. The vehicles were disabled requiring removal from the scene by tow trucks. The passenger car had Right-of-Way. The driver of the van was cited for Inattentive Driving.

20BPD2429 11-06-20 10:50am

A Chevrolet HHR was eastbound on WWTP Rd and entered the intersection impacting an Oshkosh Truck JLTV that was northbound on Knopf Rd. Each driver sustained injuries and required transport by EMS. The vehicles were disabled requiring removal from the scene by tow trucks. The passenger car had Right-of-Way. The driver of the Chevrolet was cited for Fail to yield Right-of-Way (at an uncontrolled intersection).

PETITION

for
STREET SIGNAGE CHANGE
Berlin, Wisconsin

To: City of Berlin Date: 11/6/2020

The following owners of real estate and/or residents respectfully petition to
change the name of the intersection of area of
215 Power Drive to Knopf Rd.

Please state the problem(s) of current signage: 11/10 signs are wrong

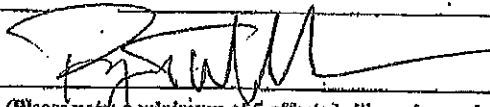
A solution to the problem would include: 11/10 signs are wrong

State any further justifications for changing/adding signs: 11/10 signs are wrong

(Please use the back for additional space if needed)

NAME	ADDRESS	DATE
Ryan Williams	215 Power Drive	11/6/2020
Patti Reni	215 Power Drive	11/11/2020
Jerry Bartol	215 Power Drive	11/11/2020
Jarah Lachapell	844 E. Knopf Rd.	11/11/2020
Shane McCormick	844 E. Knopf Rd.	11/11/2020
Thomas Krause	844 E. Knopf Rd.	11/11/2020

Signature of Circulator



(Please note a minimum of 5 affected citizens is required for petition)

DATE: December 1, 2020

TO: Committee of the Whole

FROM: Jodie Olson

RE: Police Department Municipal Bond & Forfeiture Deposit Schedule

BACKGROUND: Attached you will find a listing of ordinance violations within our Code and the applicable Municipal Deposit (Fee). Acting Chief Pulvermacher has reviewed and updated the schedule and proposed updates. Note these are the municipal only fines, the courts tack on their own fines in addition to these. Typically this schedule is reviewed and updated every two years.

RECOMMENDATION: Review updated Municipal Bond & forfeiture Deposit Schedule and recommend approval by Common Council.

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
2-9	Standard of Care for Official Property (1st)	\$50.00	
2-9	Standard of Care for Official Property (2nd)	\$100.00	
2-9	Standard of Care for Official Property (3rd+)	\$200.00	
2-53	Public Meetings Required (1st)	\$50.00	
2-53	Public Meetings Required (2nd)	\$100.00	
2-53	Public Meetings Required (3rd)	\$200.00	
2-572	Obstructing Emergency Government (1st)	\$200.00	
2-572	Obstructing Emergency Government (2nd)	\$400.00	
2-572	Obstructing Emergency Government (3rd+)	\$800.00	
2-608	Statutory Standards of Conduct (1st)	\$50.00	
2-608	Statutory Standards of Conduct (2nd)	\$100.00	
2-608	Statutory Standards of Conduct (3rd+)	\$200.00	
2-609(a)	Use of Public Property (1st)	\$50.00	
2-609(a)	Use of Public Property (2nd)	\$100.00	
2-609(a)	Use of Public Property (3rd+)	\$200.00	
2-609(b)	Disclosure of Interest (1st)	\$50.00	
2-609(b)	Disclosure of Interest (2nd)	\$100.00	
2-609(b)	Disclosure of Interest (3rd+)	\$200.00	
2-609(c)	Representing Private Interests (1st)	\$50.00	
2-609(c)	Representing private interests (2nd)	\$100.00	
2-609(c)	Representing private interests (3rd+)	\$200.00	
2-609(d)	Disclosure of Confidential Information (1st)	\$50.00	
2-609(d)	Disclosure of Confidential Information (2nd)	\$100.00	
2-609(d)	Disclosure of Confidential Information (3rd+)	\$200.00	
2-609(e)	Gifts and Favors (1st)	\$50.00	
2-609(e)	Gifts and Favors (2nd)	\$100.00	
2-609(e)	Gifts and Favors (3rd+)	\$200.00	
2-708	Duty to Maintain Records (1st)	\$50.00	
2-708	Duty to Maintain Records (2nd)	\$100.00	
2-708	Duty to Maintain Records (3rd+)	\$200.00	
2-710	Public Access to Records (1st)	\$25.00	
2-710	Public Access to Records (2nd)	\$50.00	
2-710	Public Access to Records (3rd+)	\$100.00	
2-711	Access Procedures to Records (1st)	\$25.00	
2-711	Access Procedures to Records (2nd)	\$50.00	
2-711	Access Procedures to Records (3rd+)	\$100.00	
2-713	Destruction of Records (1st)	\$50.00	
2-713	Destruction of Records (2nd)	\$100.00	
2-713	Destruction of Records (3rd+)	\$200.00	
6-1	State Statutes Adopted - Ch 125	\$0.00	
6-36	Liquor/Malt Beverages License Required (1st)	\$250.00	
6-36	Liquor/Malt Beverages License Required (2nd)	\$500.00	
6-36	Liquor/Malt Beverages License Required (3rd+)	\$1,000.00	
6-45(f)(1)	Consent of Entry; Reasonable Inspection (1st)	\$150.00	
6-45(f)(1)	Consent of Entry; Reasonable Inspection (2nd)	\$300.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
6-45(f)(1)	Consent of Entry; Reasonable Inspection(3rd+)	\$600.00	
6-45(f)(2)	Employment of Minors/Class B Liquor (1st)	\$150.00	
6-45(f)(2)	Employment of Minors/Class B Liquor (2nd)	\$300.00	
6-45(f)(2)	Employment of Minors/Class B Liquor (3rd+)	\$600.00	
6-45(f)(3)	Disorderly Conduct on Licensed Premises (1st)	\$150.00	
6-45(f)(3)	Disorderly Conduct on Licensed Premises (2nd)	\$300.00	
6-45(f)(3)	Disorderly Conduct on Licensed Premises(3rd+)	\$600.00	
6-45(f)(4)	Licensed Operator Required on Premises (1st)	\$150.00	
6-45(f)(4)	Licensed Operator Required on Premises (2nd)	\$300.00	
6-45(f)(4)	Licensed Operator Required on Premises (3rd+)	\$600.00	
6-45(g)	Health and Sanitation Regulations (1st)	\$150.00	
6-45(g)	Health and Sanitation Regulations (2nd)	\$300.00	
6-45(g)	Health and Sanitation Regulations (3rd+)	\$600.00	
6-45(h)	Restrictions near Churches/Schools (1st)	\$150.00	
6-45(h)	Restrictions near Churches/Schools (2nd)	\$300.00	
6-45(h)	Restrictions near Churches/Schools (3rd+)	\$600.00	
6-45(i)	Alcohol Permitted/Club Members/Guests (1st)	\$150.00	
6-45(i)	Alcohol Permitted/Club Members/Guests (2nd)	\$300.00	
6-45(i)	Alcohol Permitted/Club Members/Guests (3rd+)	\$600.00	
6-45(j)	Gambling on Licensed Premises (1st)	\$150.00	
6-45(j)	Gambling on Licensed Premises (2nd)	\$300.00	
6-45(j)	Gambling on Licensed Premises (3rd+)	\$600.00	
6-45(k)	Sale of Alcohol by Extending Credit (1st)	\$150.00	
6-45(k)	Sale of Alcohol by Extending Credit (2nd)	\$300.00	
6-45(k)	Sale of Alcohol by Extending Credit (3rd+)	\$600.00	
6-45(l)	Persons Prohibited after Closing Hours (1st)	\$150.00	
6-45(l)	Persons Prohibited after Closing Hours (2nd)	\$300.00	
6-45(l)	Persons Prohibited after Closing Hours (3rd+)	\$600.00	
6-46	Restrictions on Temporary License (1st)	\$50.00	
6-46	Restrictions on Temporary License (2nd)	\$100.00	
6-46	Restrictions on Temporary License (3rd+)	\$200.00	
6-52	Liquor License Postings/Defacing (1st)	\$50.00	
6-52	Liquor License Postings/Defacing (2nd)	\$100.00	
6-52	Liquor License Postings/Defacing (3rd)	\$200.00	
6-137	State Statutes Adopted - Ch 125	\$0.00	
6-138	Open Intoxicants in Public Place (1st)	\$50.00	
6-138	Open Intoxicants in Public Place (2nd)	\$100.00	
6-138	Open Intoxicants in Public Place (3rd)	\$200.00	
6-139	Possession of Intoxicants in Park (1st)	\$50.00	
6-139	Possession of Intoxicants in Park (2nd)	\$100.00	
6-139	Possession of Intoxicants in Park (3rd+)	\$200.00	
6-140(a)	Permittee Allow Patron Leave w/Open Intox(1st)	\$50.00	
6-140(a)	Permittee Allow Patron Leave w/Open Intox(2nd)	\$100.00	
6-140(a)	Permittee Allow Patron Leave w/Open Intox(3rd)	\$200.00	
6-140(b)	Patron Leave Lic Premesis w/Open Intox (1st)	\$50.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
6-140(b)	Patron Leave Lic Premesis w/Open Intox (2nd)	\$100.00	
6-140(b)	Patron Leave Lic Premesis w/Open Intox (3rd+)	\$200.00	
6-140(c)	Patron Leave Lic Premesis w/Unopen Intox(1st)	\$50.00	
6-140(c)	Patron Leave Lic Premesis w/Unopen Intox(2nd)	\$100.00	
6-140(c)	Patron Leave Lic Premesis w/Unopen Intox(3rd)	\$200.00	
9-3-16	Cable Television Subscriber Privacy (1st)	\$100.00	
9-3-16	Cable Television Subscriber Privacy (2nd)	\$200.00	
9-3-16	Cable Television Subscriber Privacy (3rd+)	\$400.00	
9-3-17	Unauthorized Connection/Modification (1st)	\$50.00	
9-3-17	Unauthorized Connection/Modification (2nd)	\$100.00	
9-3-17	Unauthorized Connection/Modification (3rd+)	\$200.00	
10-1	State Statutes Adopted - Ch 95, Ch 174	\$0.00	
10-3(a)	Dog License Required (1st)	\$25.00	
10-3(a)	Dog License Required (2nd)	\$50.00	
10-3(a)	Dog License Required (3rd+)	\$100.00	
10-4(a)	Rabies Vaccination for License Required (1st)	\$25.00	
10-4(a)	Rabies Vaccination for License Required (2nd)	\$50.00	
10-4(a)	Rabies Vaccination for License Required(3rd+)	\$100.00	
10-4(b)	Vet Required to Issue Certificate (1st)	\$25.00	
10-4(b)	Vet Required to Issue Certificate (2nd)	\$50.00	
10-4(b)	Vet Required to Issue Certificate (3rd+)	\$100.00	
10-4(c)	Vet Vaccination Record Keeping (1st)	\$25.00	
10-4(c)	Vet Vaccination Record Keeping (2nd)	\$50.00	
10-4(c)	Vet Vaccination Record Keeping (3rd+)	\$100.00	
10-4(d)	Vet Required to Provide Vaccination Tag (1st)	\$25.00	
10-4(d)	Vet Required to Provide Vaccination Tag (2nd)	\$50.00	
10-4(d)	Vet Required to Provide Vaccination Tag(3rd+)	\$100.00	
10-4(e)	Rabies Tag Attached to Animal Collar (1st)	\$25.00	
10-4(e)	Rabies Tag Attached to Animal Collar (2nd)	\$50.00	
10-4(e)	Rabies Tag Attached to Animal Collar (3rd+)	\$100.00	
10-4(f)	Duplicate Tag Required (1st)	\$25.00	
10-4(f)	Duplicate Tag Required (2nd)	\$50.00	
10-4(f)	Duplicate Tag Required (3rd+)	\$100.00	
10-4(g)	Rabies Cost - Owner Responsibility (1st)	\$25.00	
10-4(g)	Rabies Cost - Owner Responsibility (2nd)	\$50.00	
10-4(g)	Rabies Cost - Owner Responsibility (3rd+)	\$100.00	
10-5(c)	Limit on Dogs/Cats/Residential Zone (1st)	\$50.00	
10-5(c)	Limit on Dogs/Cats/Residential Zone (2nd)	\$100.00	
10-5(c)	Limit on Dogs/Cats/Residential Zone (3rd+)	\$200.00	
10-6	Maintain Clean/Sanitary Condition (1st)	\$50.00	
10-6	Maintain Clean/Sanitary Condition (2nd)	\$100.00	
10-6	Maintain Clean/Sanitary Condition (3rd+)	\$200.00	
10-7(a)(5)	Dog License Required/Attached to Collar (1st)	\$25.00	
10-7(a)(5)	Dog License Required/Attached to Collar (2nd)	\$50.00	
10-7(a)(5)	Dog License Required/Attached to Collar(3rd+)	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
10-7(b)(2)	Kennel Licenses Required (1st)	\$25.00	
10-7(b)(2)	Kennel Licenses Required (2nd)	\$50.00	
10-7(b)(2)	Kennel Licenses Required (3rd+)	\$100.00	
10-7(c)(5)	Cat Licenses (1st)	\$25.00	
10-7(c)(5)	Cat Licenses (2nd)	\$50.00	
10-7(c)(5)	Cat Licenses (3rd+)	\$100.00	
10-9(a)	Dogs/Cats Confined if City Quarantine (1st)	\$25.00	
10-9(a)	Dogs/Cats Confined if City Quarantine (2nd)	\$50.00	
10-9(a)	Dogs/Cats Confined if City Quarantine (3rd+)	\$100.00	
10-9(b)	Quarantine Exempt w/Rabies Certificate (1st)	\$25.00	
10-9(b)	Quarantine Exempt w/Rabies Certificate (2nd)	\$50.00	
10-9(b)	Quarantine Exempt w/Rabies Certificate (3rd+)	\$100.00	
10-9(c)	Sacrifice Rabid Animal/Bite Suspicion (1st)	\$25.00	
10-9(c)	Sacrifice Rabid Animal/Bite Suspicion (2nd)	\$50.00	
10-9(c)	Sacrifice Rabid Animal/Bite Suspicion (3rd+)	\$100.00	
10-9(d)	Bite Owner Required to Confine Animal (1st)	\$25.00	
10-9(d)	Bite Owner Required to Confine Animal (2nd)	\$50.00	
10-9(d)	Bite Owner Required to Confine Animal (3rd+)	\$100.00	
10-9(e)	Delivery of Carcass for Exam (1st)	\$25.00	
10-9(e)	Delivery of Carcass for Exam (2nd)	\$50.00	
10-9(e)	Delivery of Carcass for Exam (3rd+)	\$100.00	
10-9(f)	Vet Cooperation Required (1st)	\$25.00	
10-9(f)	Vet Cooperation Required (2nd)	\$50.00	
10-9(f)	Vet Cooperation Required (3rd+)	\$100.00	
10-9(f)	Vet Cooperation Required (1st)	\$25.00	
10-9(f)	Vet Cooperation Required (2nd)	\$50.00	
10-9(f)	Vet Cooperation Required (3rd+)	\$100.00	
10-9(g)	Owner Responsible/Quarantine Expense (1st)	\$25.00	
10-9(g)	Owner Responsible/Quarantine Expense (2nd)	\$50.00	
10-9(g)	Owner Responsible/Quarantine Expense (3rd+)	\$100.00	
10-9(g)	Owner Responsible/Quarantine Expense (1st)	\$25.00	
10-9(g)	Owner Responsible/Quarantine Expense (2nd)	\$50.00	
10-9(g)	Owner Responsible/Quarantine Expense (3rd+)	\$100.00	
10-10(b)(1)	Animals Running at Large 1st	\$25.00	
10-10(b)(1)	Animals Running at Large 2nd	\$50.00	
10-10(b)(1)	Animals Running at Large 3rd+	\$100.00	
10-10(b)(2)a	Damage to/ Attempts to Damage Property by Dog 1st	\$25.00	
10-10(b)(2)a	Damage to/ Attempts to Damage Property by Dog 2nd	\$50.00	
10-10(b)(2)a	Damage to/ Attempts to Damage Property by Dog 3rd+	\$100.00	
10-10(b)(2)b	Dog Barks/Whines/Howls Excessive 1st	\$25.00	
10-10(b)(2)b	Dog Barks/Whines/Howls Excessive 2nd	\$50.00	
10-10(b)(2)b	Dog Barks/Whines/Howls Excessive 3rd+	\$100.00	
10-10(b)(2)c	Dog Bites/ Attempts to Bite a Person or Domestic Animal 1st	\$25.00	
10-10(b)(2)c	Dog Bites/ Attempts to Bite a Person or Domestic Animal 2nd	\$50.00	
10-10(b)(2)c	Dog Bites/ Attempts to Bite a Person or Domestic Animal 3rd+	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
10-10(b)(2)d	Dog Attempts to Scratch/Harm/or Accost a human or animal 1st	\$25.00	
10-10(b)(2)d	Dog Attempts to Scratch/Harm/or Accost a human or animal 2nd	\$50.00	
10-10(b)(2)d	Dog Attempt to Scratch/Harm/or Accost a human or animal 3rd+	\$100.00	
10-10(b)(2)e	Dog Puts Person in Reasonable Fear of Attack 2nd	\$50.00	
10-10(b)(2)e	Dog Puts Person in Reasonable Fear of Attack 3rd+	\$100.00	
10-10(c)(1)	Dangerous Dog Prohibited 1st	\$25.00	
10-10(c)(1)	Dangerous Dog Prohibited 2nd	\$50.00	
10-10(c)(1)	Dangerous Dog Prohibited 3rd+	\$100.00	
10-10(c)(2)(a)1	Vicious Dog Premises w/o Proper Leash 1st	\$25.00	
10-10(c)(2)(a)1	Vicious Dog Premises w/o Proper Leash 2nd	\$50.00	
10-10(c)(2)(a)1	Vicious Dog Premises w/o Proper Leash 3rd+	\$100.00	
10-10(c)(2)(a)2	Vicious Dog off Premises With Unqualified Handler 1st	\$25.00	
10-10(c)(2)(a)2	Vicious Dog off Premises With Unqualified Handler 2nd	\$50.00	
10-10(c)(2)(a)2	Vicious Dog off Premises With Unqualified Handler 3rd+	\$100.00	
10-10(c)(2)(b)1	Vicious Dog Outdoor Confinement Requirements 1st	\$25.00	
10-10(c)(2)(b)1	Vicious Dog Outdoor Confinement Requirements 2nd	\$50.00	
10-10(c)(2)(b)1	Vicious Dog Outdoor Confinement Requirements 3rd+	\$100.00	
10-10(c)(2)(b)2	Vicious Dog Indoor Confinement Requirements 1st	\$25.00	
10-10(c)(2)(b)2	Vicious Dog Indoor Confinement Requirements 2nd	\$50.00	
10-10(c)(2)(b)2	Vicious Dog Indoor Confinement Requirements 3rd+	\$100.00	
10-10(c)(2)c	Vicious Dog Warning Signage Requirements 1st	\$25.00	
10-10(c)(2)c	Vicious Dog Warning Signage Requirements 2nd	\$50.00	
10-10(c)(2)c	Vicious Dog Warning Signage Requirements 3rd+	\$100.00	
10-10(c)(2)d	Vicious Dog Spay and Neuter Requirements 1st	\$25.00	
10-10(c)(2)d	Vicious Dog Spay and Neuter Requirements 2nd	\$50.00	
10-10(c)(2)d	Vicious Dog Spay and Neuter Requirements 3rd+	\$100.00	
10-10(c)(2)e	Vicious Dog Insurance/Special Licensing Requirements 1st	\$25.00	
10-10(c)(2)e	Vicious Dog Insurance/Special Licensing Requirements 2nd	\$50.00	
10-10(c)(2)e	Vicious Dog Insurance/Special Licensing Requirements 3rd+	\$100.00	
10-10(c)(2)f	Vicious Dog Multifamily Building Violation 1st	\$25.00	
10-10(c)(2)f	Vicious Dog Multifamily Building Violation 2nd	\$50.00	
10-10(c)(2)f	Vicious Dog Multifamily Building Violation 3rd+	\$100.00	
10-10(c)(2)g	Vicious Dog Notifications Requirements 1st	\$25.00	
10-10(c)(2)g	Vicious Dog Notifications Requirements 2nd	\$50.00	
10-10(c)(2)g	Vicious Dog Notifications Requirements 3rd+	\$100.00	
10-10(c)(2)h	Limit on Number of Vicious Dogs 1st	\$25.00	
10-10(c)(2)h	Limit on Number of Vicious Dogs 2nd	\$50.00	
10-10(c)(2)h	Limit on Number of Vicious Dogs 3rd+	\$100.00	
10-10(c)(2)i	Violation of Court Order or Agreement 1st	\$25.00	
10-10(c)(2)i	Violation of Court Order or Agreement 2nd	\$50.00	
10-10(c)(2)i	Violation of Court Order or Agreement 3rd+	\$100.00	
10-11(c)	Impoundment of Animals - License Req (1st)	\$25.00	
10-11(c)	Impoundment of Animals - License Req (2nd)	\$50.00	
10-11(c)	Impoundment of Animals - License Req (3rd+)	\$100.00	
10-12	Dogs/Cats in Cemetary Prohibited (1st)	\$25.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
10-12	Dogs/Cats in Cemetary Prohibited (2nd)	\$50.00	
10-12	Dogs/Cats in Cemetary Prohibited (3rd+)	\$100.00	
10-13	Duty of Owner - Dog Bite (1st)	\$25.00	
10-13	Duty of Owner - Dog Bite (2nd)	\$50.00	
10-13	Duty of Owner - Dog Bite (3rd+)	\$100.00	
10-14	Animal Feces - Owner Cleanup (1st)	\$25.00	
10-14	Animal Feces - Owner Cleanup (2nd)	\$50.00	
10-14	Animal Feces - Owner Cleanup (3rd+)	\$100.00	
10-17	Prohibited/Protected Animals (1st)	\$100.00	
10-17	Prohibited/Protected Animals (2nd)	\$200.00	
10-17	Prohibited/Protected Animals (3rd+)	\$400.00	
10-18	Wild Animals Prohibited (1st)	\$100.00	
10-18	Wild Animals Prohibited (2nd)	\$200.00	
10-18	Wild Animals Prohibited (3rd+)	\$400.00	
10-19	Sale of Colored Chicks/Rabbits/Etc.	\$100.00	
10-20	Provide Food/Drink to Confined Animal (1st)	\$50.00	
10-20	Provide Food/Drink to Confined Animal (2nd)	\$100.00	
10-20	Provide Food/Drink to Confined Animal (3rd+)	\$200.00	
10-21	Provide Shelter to Confined Animal (1st)	\$50.00	
10-21	Provide Shelter to Confined Animal (2nd)	\$100.00	
10-21	Provide Shelter to Confined Animal (3rd+)	\$200.00	
10-22(a)	Abandoned Animals Prohibited (1st)	\$50.00	
10-22(a)	Abandoned Animals Prohibited (2nd)	\$100.00	
10-22(a)	Abandoned Animals Prohibited (3rd+)	\$200.00	
10-22(b)	Neglected/Cruel Treatment Prohibited (1st)	\$50.00	
10-22(b)	Neglected/Cruel Treatment Prohibited (2nd)	\$100.00	
10-22(b)	Neglected/Cruel Treatment Prohibited (3rd+)	\$200.00	
10-22(c)	Injured Animal - Medical Attn Req'd (1st)	\$50.00	
10-22(c)	Injured Animal - Medical Attn Req'd (2nd)	\$100.00	
10-22(c)	Injured Animal - Medical Attn Req'd (3rd+)	\$200.00	
10-23(a)	Cruelty/Disturb Nest of Bird (1st)	\$50.00	
10-23(a)	Cruelty/Disturb Nest of Bird (2nd)	\$100.00	
10-23(a)	Cruelty/Disturb Nest of Bird (3rd+)	\$200.00	
10-23(b)	Leading Animal from Motor Vehicle (1st)	\$50.00	
10-23(b)	Leading Animal from Motor Vehicle (2nd)	\$100.00	
10-23(b)	Leading Animal from Motor Vehicle (3rd+)	\$200.00	
10-23(c)	Expose Animal to Poisonous Substance (1st)	\$50.00	
10-23(c)	Expose Animal to Poisonous Substance (2nd)	\$100.00	
10-23(c)	Expose Animal to Poisonous Substance (3rd+)	\$200.00	
10-23(d)	Prohibited Devices for Animal Use (1st)	\$50.00	
10-23(d)	Prohibited Devices for Animal Use (2nd)	\$100.00	
10-23(d)	Prohibited Devices for Animal Use (3rd+)	\$200.00	
10-23(e)	Shooting at Caged/Staked Animals (1st)	\$50.00	
10-23(e)	Shooting at Caged/Staked Animals (2nd)	\$100.00	
10-23(e)	Shooting at Caged/Staked Animals (3rd+)	\$200.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
10-24	Trapping of Animals Prohibited (1st)	\$50.00	
10-24	Trapping of Animals Prohibited (2nd)	\$100.00	
10-24	Trapping of Animals Prohibited (3rd+)	\$200.00	
10-25	Taking of Dog w/o Owner's Consent (1st)	\$100.00	
10-25	Taking of Dog w/o Owner's Consent (2nd)	\$200.00	
10-25	Taking of Dog w/o Owner's Consent (3rd+)	\$400.00	
10-26	Operator Required/Report Dog Accident (1st)	\$50.00	
10-26	Operator Required/Report Dog Accident (2nd)	\$100.00	
10-26	Operator Required/Report Dog Accident (3rd+)	\$200.00	
10-27	Permit Required/Keeping of Bees (1st)	\$50.00	
10-27	Permit Required/Keeping of Bees (2nd)	\$100.00	
10-27	Permit Required/Keeping of Bees (3rd+)	\$200.00	
14-52	Control of Erosion and Pollutants (1st)	\$50.00	
14-52	Control of Erosion and Pollutants (2nd)	\$100.00	
14-52	Control of Erosion and Pollutants (3rd+)	\$200.00	
18-34	Automatic Dialing Services (1st)	\$100.00	
18-34	Automatic Dialing Services (2nd)	\$200.00	
18-34	Automatic Dialing Services (3rd+)	\$400.00	
18-35	Direct Connection to Police Dept (1st)	\$100.00	
18-35	Direct Connection to Police Dept (2nd)	\$200.00	
18-35	Direct Connection to Police Dept (3rd+)	\$400.00	
18-36(a)	Testing Alarm w/o Police Notification (1st)	\$50.00	
18-36(a)	Testing Alarm w/o Police Notification (2nd)	\$100.00	
18-36(a)	Testing Alarm w/o Police Notification (3rd+)	\$200.00	
18-36(b)	Testing Police Response w/Alarm (1st)	\$50.00	
18-36(b)	Testing Police Response w/Alarm (2nd)	\$100.00	
18-36(b)	Testing Police Response w/Alarm (3rd+)	\$200.00	
18-37	Alarm Service Fail/Notify Subscriber (1st)	\$50.00	
18-37	Alarm Service Fail/Notify Subscriber (2nd)	\$100.00	
18-37	Alarm Service Fail/Notify Subscriber (3rd+)	\$200.00	
18-38	City Alarm Services (1st)	\$50.00	
18-38	City Alarm Services (2nd)	\$100.00	
18-38	City Alarm Services (3rd+)	\$200.00	
18-39(b)	Intentional Activation of Alarm (1st)	\$100.00	
18-39(b)	Intentional Activation of Alarm (2nd)	\$200.00	
18-39(b)	Intentional Activation of Alarm (3rd+)	\$400.00	
18-41(a)	Permit Required for Private Alarm (1st)	\$50.00	
18-41(a)	Permit Required for Private Alarm (2nd)	\$100.00	
18-41(a)	Permit Required for Private Alarm (3rd+)	\$200.00	
18-77	Amusement/Music Devices License Req. (1st)	\$100.00	
18-77	Amusement/Music Devices License Req. (2nd)	\$200.00	
18-77	Amusement/Music Devices License Req. (3rd+)	\$400.00	
18-111	Cigarette License Required (1st)	\$150.00	
18-111	Cigarette License Required (2nd)	\$150.00	
18-111	Cigarette License Required (3rd+)	\$150.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
18-148	Direct Sales Registration Required (1st)	\$100.00	
18-148	Direct Sales Registration Required (2nd)	\$200.00	
18-148	Direct Sales Registration Required (3rd+)	\$400.00	
18-161(6)	Direct Sales Hours Regulated (1st)	\$50.00	
18-161(6)	Direct Sales Hours Regulated (2nd)	\$100.00	
18-161(6)	Direct Sales Hours Regulated (3rd)	\$200.00	
18-186	Farmers' Market - Parking Limitations (1st)	\$50.00	
18-186	Farmers' Market - Parking Limitations (2nd)	\$100.00	
18-186	Farmers' Market - Parking Limitations (3rd+)	\$200.00	
18-222	Garage Sale Hours (1st)	\$50.00	
18-222	Garage Sale Hours (2nd)	\$100.00	
18-222	Garage Sale Hours (3rd+)	\$200.00	
18-296	Pharmacists' License Required (1st)	\$150.00	
18-296	Pharmacists' License Required (2nd)	\$300.00	
18-296	Pharmacists' License Required (3rd+)	\$600.00	
18-333	Parade Permit Required (1st)	\$250.00	
18-333	Parade Permit Required (2nd)	\$500.00	
18-333	Parade Permit Required (3rd+)	\$1,000.00	
18-401(a)	Street Privilege Permit Required (1st)	\$250.00	
18-401(a)	Street Privilege Permit Required (2nd)	\$500.00	
18-401(a)	Street Privilege Permit Required (3rd+)	\$1,000.00	
18-401(e)	Conditions/Occupancy for Street Permit (1st)	\$100.00	
18-401(e)	Conditions/Occupancy for Street Permit (2nd)	\$200.00	
18-401(e)	Conditions/Occupancy for Street Permit (3rd+)	\$400.00	
18-402(a)	Street Sales Prohibited (1st)	\$50.00	
18-402(a)	Street Sales Prohibited (2nd)	\$100.00	
18-402(a)	Street Sales Prohibited (3rd+)	\$200.00	
18-402(c)	Special Event Vending Permit Conditions (1st)	\$50.00	
18-402(c)	Special Event Vending Permit Conditions (2nd)	\$100.00	
18-402(c)	Special Event Vending Permit Conditions(3rd+)	\$200.00	
22-4	Disturbing Cemetary Property (1st)	\$50.00	
22-4	Disturbing Cemetary Property (2nd)	\$100.00	
22-4	Disturbing Cemetary Property (3rd+)	\$200.00	
22-5	Protection of Cemetary Property (1st)	\$50.00	
22-5	Protection of Cemetary Property (2nd)	\$100.00	
22-5	Protection of Cemetary Property (3rd+)	\$200.00	
22-6	Off-Road Operation in Cemetary (1st)	\$50.00	
22-6	Off-Road Operation in Cemetary (2nd)	\$100.00	
22-6	Off-Road Operation in Cemetary (3rd+)	\$200.00	
22-7	Exceed Speed Limit in Cemetary (1st)	\$25.00	
22-7	Exceed Speed Limit in Cemetary (2nd)	\$50.00	
22-7	Exceed Speed Limit in Cemetary (3rd+)	\$100.00	
22-8	Improper Cemetary Parking (1st)	\$50.00	
22-8	Improper Cemetary Parking (2nd)	\$100.00	
22-8	Improper Cemetary Parking (3rd+)	\$200.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
22-9	Littering in Cemetary Prohibited (1st)	\$50.00	
22-9	Littering in Cemetary Prohibited (2nd)	\$100.00	
22-9	Littering in Cemetary Prohibited (3rd+)	\$200.00	
22-10	Pets Prohibited in Cemetary (1st)	\$50.00	
22-10	Pets Prohibited in Cemetary (2nd)	\$100.00	
22-10	Pets Prohibited in Cemetary (3rd+)	\$200.00	
22-11	Sound Amplification System in Cemetary (2nd)	\$25.00	
22-11	Sound Amplification System in Cemetary (2nd)	\$50.00	
22-11	Sound Amplification System in Cemetary (3rd+)	\$100.00	
22-12	Unauthorized Notices in Cemetary (1st)	\$50.00	
22-12	Unauthorized Notices in Cemetary (2nd)	\$100.00	
22-12	Unauthorized Notices in Cemetary (3rd+)	\$200.00	
22-13	Loitering in Cemetary Prohibited (1st)	\$25.00	
22-13	Loitering in Cemetary Prohibited (2nd)	\$50.00	
22-13	Loitering in Cemetary Prohibited (3rd+)	\$100.00	
22-15	Play Vehicles Prohibited in Cemetary (1st)	\$5.00	
22-15	Play Vehicles Prohibited in Cemetary (2nd)	\$10.00	
22-15	Play Vehicles Prohibited in Cemetary (3rd+)	\$20.00	
22-16	Presence in Cemetary after Hours (1st)	\$25.00	
22-16	Presence in Cemetary after Hours (2nd)	\$50.00	
22-16	Presence in Cemetary after Hours (3rd+)	\$100.00	
26-1	Safety and Professional Services Violation 1st Offense	\$50.00	
26-1	Safety and Professional Services Violation 2nd Offense	\$100.00	
26-1	Safety and Professional Services Violation 3rd Offense	\$200.00	
26-2(a)	Open Burning Prohibited (1st)	\$50.00	
26-2(a)	Open Burning Prohibited (2nd)	\$100.00	
26-2(a)	Open Burning Prohibited (3rd+)	\$200.00	
26-2(d)	Burning Prohibited by Fire Chief (1st)	\$100.00	
26-2(d)	Burning Prohibited by Fire Chief (2nd)	\$200.00	
26-2(d)	Burning Prohibited by Fire Chief (3rd+)	\$400.00	
26-2(e)	Burning on Streets Prohibited (1st)	\$25.00	
26-2(e)	Burning on Streets Prohibited (2nd)	\$50.00	
26-2(e)	Burning on Streets Prohibited (3rd+)	\$100.00	
26-3	Lighting Fire within 30 ft of Building (1st)	\$50.00	
26-3	Lighting Fire within 30 ft of Building (2nd)	\$100.00	
26-3	Lighting Fire within 30 ft of Building (3rd+)	\$200.00	
26-4	Careless Smoking (1st)	\$100.00	
26-4	Careless Smoking (2nd)	\$200.00	
26-4	Careless Smoking (3rd+)	\$400.00	
26-5	Bulk Storage Stations Violation (1st)	\$500.00	
26-5	Bulk Storage Stations Violation (2nd+)	\$1,000.00	
26-6	Interference with Use of Fire Hydrants (1st)	\$100.00	
26-6	Interference with Use of Fire Hydrants (2nd)	\$200.00	
26-6	Interference with Use of Fire Hydrants (3rd+)	\$400.00	
26-8	Impeding Fire Equipment Prohibited (1st)	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
26-8	Impeding Fire Equipment Prohibited (2nd)	\$200.00	
26-8	Impeding Fire Equipment Prohibited (3rd+)	\$400.00	
26-9	Vehicles to Yield Right-of-Way (1st)	\$30.00	
26-9	Vehicles to Yield Right-of-Way (2nd)	\$150.00	
26-9	Vehicles to Yield Right-of-Way (3rd+)	\$300.00	
26-76	Sale/Discharge of Fireworks Restricted (1st)	\$50.00	
26-76	Sale/Discharge of Fireworks Restricted (2nd)	\$100.00	
26-76	Sale/Discharge of Fireworks Restricted (3rd+)	\$200.00	
26-114	Reimbursement for Clean-up of Spill (1st)	\$500.00	
26-114	Reimbursement for Clean-up of Spill (2nd+)	\$1,000.00	
26-115	Extinguish/Clean Fire w/HazMat (1st)	\$500.00	
26-115	Extinguish/Clean Fire w/HazMat (2nd+)	\$1,000.00	
26-116	Cleanup of Accidently Discharged Waste (1st)	\$500.00	
26-116	Cleanup of Accidently Discharged Waste (2nd+)	\$1,000.00	
26-117	Storage of Polluting Substances (1st)	\$500.00	
26-117	Storage of Polluting Substances (2nd+)	\$1,000.00	
30-1	Public Health and Welfare Rules/Regs (1st)	\$50.00	
30-1	Public Health and Welfare Rules/Regs (2nd)	\$100.00	
30-1	Public Health and Welfare Rules/Regs (3rd+)	\$200.00	
30-3	Animals Excluded from Food Ests. (1st)	\$50.00	
30-3	Animals Excluded from Food Ests. (2nd)	\$100.00	
30-3	Animals Excluded from Food Ests. (3rd+)	\$200.00	
30-4	Deposting Deleterious Substances (1st)	\$50.00	
30-4	Deposting Deleterious Substances (2nd)	\$100.00	
30-4	Deposting Deleterious Substances (3rd+)	\$200.00	
30-5	Designation/Posting Smoking Areas	\$25.00	
30-5(b)	Smoking Prohibited upon City Property	\$25.00	
42-4	Mobile Home Parking Fee/Limitations (1st)	\$50.00	
42-4	Mobile Home Parking Fee/Limitations (2nd)	\$100.00	
42-4	Mobile Home Parking Fee/Limitations (3rd+)	\$200.00	
46-1	State Statutes Adopted - Ch. 940 - Ch. 951	\$0.00	
46-1	State Statutes Adopted - Ch. 134,167,175,254	\$0.00	
46-2	Abuse of Emergency 911 Telephone (1st)	\$100.00	
46-2	Abuse of Emergency 911 Telephone (2nd)	\$200.00	
46-2	Abuse of Emergency 911 Telephone (3rd+)	\$400.00	
46-31(a)	Discharge of Firearms Regulated (1st)	\$50.00	
46-31(a)	Discharge of Firearms Regulated (2nd)	\$100.00	
46-31(a)	Discharge of Firearms Regulated (3rd+)	\$200.00	
46-31(b)	Shooting Into City Limits (1st)	\$50.00	
46-31(b)	Shooting Into City Limits (2nd)	\$100.00	
46-31(b)	Shooting Into City Limits (3rd+)	\$200.00	
46-31(g)	Explosive Devices w/o Permit (1st)	\$100.00	
46-31(g)	Explosive Devices w/o Permit (2nd)	\$200.00	
46-31(g)	Explosive Devices w/o Permit (3rd+)	\$400.00	
46-33	Throw/Shoot Arrow/Stone/Other Missile (1st)	\$50.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
46-33	Throw/Shoot Arrow/Stone/Other Missile (2nd)	\$100.00	
46-33	Throw/Shoot Arrow/Stone/Other Missile (3rd+)	\$200.00	
46-34(b)	Obstructing Street Prohibited (1st)	\$25.00	
46-34(b)	Obstructing Street Prohibited (2nd)	\$50.00	
46-34(b)	Obstructing Street Prohibited (3rd+)	\$100.00	
46-34(c)	Obstructing Sidewalk Prohibited (1st)	\$25.00	
46-34(c)	Obstructing Sidewalk Prohibited (2nd)	\$50.00	
46-34(c)	Obstructing Sidewalk Prohibited (3rd+)	\$100.00	
46-36	Loud and Unnecessary Noise Prohibited (1st)	\$25.00	\$30.00
46-36	Loud and Unnecessary Noise Prohibited (2nd)	\$50.00	\$60.00
46-36	Loud and Unnecessary Noise Prohibited (3rd+)	\$100.00	\$125.00
46-37	Deficating/Urinating in Public Place (1st)	\$50.00	
46-37	Deficating/Urinating in Public Place (2nd)	\$100.00	
46-37	Deficating/Urinating in Public Place (3rd)	\$200.00	
46-38(b)	Unauthorized Presence/School Property (1st)	\$50.00	
46-38(b)	Unauthorized Presence/School Property (2nd)	\$100.00	
46-38(b)	Unauthorized Presence/School Property (3rd+)	\$200.00	
46-38(c)	Disorderly Conduct on School Proprety (1st)	\$25.00	
46-38(c)	Disorderly Conduct on School Proprety (2nd)	\$50.00	
46-38(c)	Disorderly Conduct on School Proprety (3rd+)	\$100.00	
46-38(d)	Loitering Near School (1st)	\$25.00	
46-38(d)	Loitering Near School (2nd)	\$50.00	
46-38(d)	Loitering Near School (3rd+)	\$100.00	
46-39(b)	Truancy Prohibited (1st)	\$50.00	
46-39(b)	Truancy Prohibited (2nd+)	\$100.00	
46-39(c)	Habitual Truancy	\$200.00	
46-39(d)	Contributing to Truancy (1st)	\$50.00	
46-39(d)	Contributing to Truancy (2nd)	\$100.00	
46-39(d)	Contributing to Truancy (3rd+)	\$200.00	
46-39(e)	Parental Liability for Truancy (1st)	\$50.00	
46-39(e)	Parental Liability for Truancy (2nd)	\$100.00	
46-39(e)	Parental Liability for Truancy (3rd+)	\$200.00	
46-40	Failure to Obey Lawful Order (1st)	\$100.00	
46-40	Failure to Obey Lawful Order (2nd)	\$200.00	
46-40	Failure to Obey Lawful Order (3rd+)	\$400.00	
46-41(b)	Possession of Marijuana (Juvenile)	\$100.00	
46-41(b)	Possession of Marijuana (Adult)	\$200.00	
46-41(b)	Possession of Marijuana (Adult w/Enhancer)	\$400.00	
46-41(b)	Possession of Drug Para.(Juvenile w/Enhancer)	\$200.00	
46-41(c)	Possession of Drug Paraphernalia (Juvenile)	\$100.00	
46-41(c)	Possession of Drug Paraphernalia (Adult)	\$200.00	
46-41(c)	Possession of Drug Para. (Adult w/Enhancer)	\$400.00	
46-42	Operate Remote/Radio Control Toys (1st)	\$50.00	
46-42	Operate Remote/Radio Control Toys (2nd)	\$100.00	
46-42	Operate Remote/Radio Control Toys (3rd+)	\$200.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
46-43	Bullying and Harassment (1st)	\$25.00	
46-43	Bullying and Harassment (2nd)	\$50.00	
46-43	Bullying and Harassment (3rd+)	\$100.00	
46-77(a)	Littering Prohibited (1st)	\$50.00	
46-77(a)	Littering Prohibited (2nd)	\$100.00	
46-77(a)	Littering Prohibited (3rd+)	\$200.00	
46-77(c)	Deposting of Material Prohibited (1st)	\$50.00	
46-77(c)	Deposting of Material Prohibited (2nd)	\$100.00	
46-77(c)	Deposting of Material Prohibited (3rd+)	\$200.00	
46-77(d)1	Scattering of Handbills Prohibited (1st)	\$50.00	
46-77(d)1	Scattering of Handbills Prohibited (2nd)	\$100.00	
46-77(d)1	Scattering of Handbills Prohibited (3rd+)	\$200.00	
46-77(d)2	Papers in Public Places Prohibited (1st)	\$50.00	
46-77(d)2	Papers in Public Places Prohibited (2nd)	\$100.00	
46-77(d)2	Papers in Public Places Prohibited (3rd+)	\$200.00	
46-78	Abandoned Refrigerators Prohibited (1st)	\$50.00	
46-78	Abandoned Refrigerators Prohibited (2nd)	\$100.00	
46-78	Abandoned Refrigerators Prohibited (3rd+)	\$200.00	
46-79(b)	Possess Library Material w/o Consent (1st)	\$100.00	
46-79(b)	Possess Library Material w/o Consent (2nd)	\$200.00	
46-79(b)	Possess Library Material w/o Consent (3rd+)	\$400.00	
46-79(c)	Concealment of Library Material (1st)	\$100.00	
46-79(c)	Concealment of Library Material (2nd)	\$200.00	
46-79(c)	Concealment of Library Material (3rd+)	\$400.00	
46-79(e)	Damaging of Library Material (1st)	\$100.00	
46-79(e)	Damaging of Library Material (2nd)	\$200.00	
46-79(e)	Damaging of Library Material (3rd+)	\$400.00	
46-79(f)	Fail/Return Library Material on Demand (1st)	\$100.00	
46-79(f)	Fail/Return Library Material on Demand (2nd)	\$200.00	
46-79(f)	Fail/Return Library Material on Demand (3rd+)	\$400.00	
46-111	Juvenile Possess Controlled Substance (1st)	\$25.00	\$100.00
46-111	Juvenile Possess Controlled Substance (2nd)	\$50.00	\$150.00
46-111	Juvenile Possess Controlled Substance (3rd+)	\$100.00	\$200.00
46-112(b)	Juvenile Curfew	\$25.00	
46-112(d)	Parental Responsibility/Juvenile Curfew (1st)	\$50.00	
46-112(d)	Parental Responsibility/Juvenile Curfew (2nd)	\$100.00	
46-112(d)	Parental Responsibility/Juvenile Curfew (3rd)	\$100.00	
46-152	Public Nuisances Prohibited (1st)	\$50.00	
46-152	Public Nuisances Prohibited (2nd)	\$100.00	
46-152	Public Nuisances Prohibited (3rd+)	\$200.00	
46-153	Public Nuisance (Health) - CITE UNDER 46-152	\$0.00	
46-154	Public Nuisance (Morals) - CITE UNDER 46-152	\$0.00	
46-154(1)	Adulterated Food & Drink 1st	\$50.00	
46-154(1)	Adulterated Food & Drink 2nd	\$100.00	
46-154(1)	Adulterated Food & Drink 3rd+	\$200.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
46-154(2)	Unburied Carcasses 1st	\$50.00	
46-154(2)	Unburied Carcasses 2nd	\$100.00	
46-154(2)	Unburied Carcasses 3rd+	\$200.00	
46-154(3)	Breeding Places for Vermin 1st	\$50.00	
46-154(3)	Breeding Places for Vermin 2nd	\$100.00	
46-154(3)	Breeding Places for Vermin 3rd+	\$200.00	
46-154(4)	Stagnant Water 1st	\$50.00	
46-154(4)	Stagnant Water 2nd	\$100.00	
46-154(4)	Stagnant Water 3rd+	\$200.00	
46-154(5)	Garbage Cans 1st	\$50.00	
46-154(5)	Garbage Cans 2nd	\$100.00	
46-154(5)	Garbage Cans 3rd+	\$200.00	
46-154(6)	Vegetation Offenses 1st	\$50.00	
46-154(6)	Vegetation Offenses 2nd	\$100.00	
46-154(6)	Vegetation Offenses 3rd+	\$200.00	
46-154(7)	Water Pollution 1st	\$50.00	
46-154(7)	Water Pollution 2nd	\$100.00	
46-154(7)	Water Pollution 3rd+	\$200.00	
46-154(8)	Noxious Odors 1st	\$50.00	
46-154(8)	Noxious Odors 2nd	\$100.00	
46-154(8)	Noxious Odors 3rd+	\$200.00	
46-154(9)	Street Pollution 1st	\$50.00	
46-154(9)	Street Pollution 2nd	\$100.00	
46-154(9)	Street Pollution 3rd+	\$200.00	
46-154(10)	Nuisance Garbage Accumulation (1st)	\$100.00	
46-154(10)	Nuisance Garbage Accumulation (2nd)	\$200.00	
46-154(10)	Nuisance Garbage Accumulation (3rd+)	\$400.00	
46-154(10)	Accumulations of Refuse 1st	\$50.00	
46-154(10)	Accumulations of Refuse 2nd	\$100.00	
46-154(10)	Accumulations of Refuse 3rd+	\$200.00	
46-154(11)	Air Pollution 1st	\$50.00	
46-154(11)	Air Pollution 2nd	\$100.00	
46-154(11)	Air Pollution 3rd+	\$200.00	
46-154(12)	Feeding of Deer 1st	\$50.00	
46-154(12)	Feeding of Deer 2nd	\$100.00	
46-154(12)	Feeding of Deer 3rd+	\$200.00	
46-154(13)	Feeding of Migratory Waterfowl 1st	\$50.00	
46-154(13)	Feeding of Migratory Waterfowl 2nd	\$100.00	
46-154(13)	Feeding of Migratory Waterfowl 3rd+	\$200.00	
46-154(14)	Water Accumulation 1st	\$50.00	
46-154(14)	Water Accumulation 2nd	\$100.00	
46-154(14)	Water Accumulation 3rd+	\$200.00	
46-154(15)	Animal Offenses 1st	\$50.00	
46-154(15)	Animal Offenses 2nd	\$100.00	
46-154(15)	Animal Offenses 3rd+	\$200.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
46-155	Public Nuisance (Safety) - CITE UNDER 46-152	\$0.00	
46-155(1)	Disorderly Houses 1st	\$50.00	
46-155(1)	Disorderly Houses 2nd	\$100.00	
46-155(1)	Disorderly Houses 3rd+	\$200.00	
46-155(2)	Gambling Devices 1st	\$50.00	
46-155(2)	Gambling Devices 2nd	\$100.00	
46-155(2)	Gambling Devices 3rd+	\$200.00	
46-155(3)	Unlicensed Sale of Liquor & Beer 1st	\$50.00	
46-155(3)	Unlicensed Sale of Liquor & Beer 2nd	\$100.00	
46-155(3)	Unlicensed Sale of Liquor & Beer 3rd+	\$200.00	
46-155(4)	Continuous Violations of Ordinances 1st	\$50.00	
46-155(4)	Continuous Violations of Ordinances 2nd	\$100.00	
46-155(4)	Continuous Violations of Ordinances 3rd+	\$200.00	
46-155(5)	Illegal Drinking 1st	\$50.00	
46-155(5)	Illegal Drinking 2nd	\$100.00	
46-155(5)	Illegal Drinking 3rd+	\$200.00	
46-155(6)	Conduct of Unlawful Activity 1st	\$50.00	
46-155(6)	Conduct of Unlawful Activity 2nd	\$100.00	
46-155(6)	Conduct of Unlawful Activity 3rd+	\$200.00	
46-155(7)	Illegal Drugs & Contraband 1st	\$50.00	
46-155(7)	Illegal Drugs & Contraband 2nd	\$100.00	
46-155(7)	Illegal Drugs & Contraband 3rd+	\$200.00	
46-155(8)	Inadequate or Improper Maintenance 1st	\$50.00	
46-155(8)	Inadequate or Improper Maintenance 2nd	\$100.00	
46-155(8)	Inadequate or Improper Maintenance 3rd+	\$200.00	
46-155(9)	Accumulation of Excessive Personal Property 1st	\$50.00	
46-155(9)	Accumulation of Excessive Personal Property 2nd	\$100.00	
46-155(9)	Accumulation of Excessive Personal Property 3rd+	\$200.00	
46-156(1)	Signs Billboards Etc. 1st	\$50.00	
46-156(1)	Signs Billboards Etc. 2nd	\$100.00	
46-156(1)	Signs Billboards Etc. 3rd+	\$200.00	
46-156(2)	Illegal Buildings 1st	\$50.00	
46-156(2)	Illegal Buildings 2nd	\$100.00	
46-156(2)	Illegal Buildings 3rd+	\$200.00	
46-156(3)	Unauthorized Traffic Signs 1st	\$50.00	
46-156(3)	Unauthorized Traffic Signs 2nd	\$100.00	
46-156(3)	Unauthorized Traffic Signs 3rd+	\$200.00	
46-156(4)	Obstruction of Intersections 1st	\$50.00	
46-156(4)	Obstruction of Intersections 2nd	\$100.00	
46-156(4)	Obstruction of Intersections 3rd+	\$200.00	
46-156(5)	Limbs of Trees Hedges etc. 1st	\$50.00	
46-156(5)	Limbs of Trees Hedges etc. 2nd	\$100.00	
46-156(5)	Limbs of Trees Hedges etc. 3rd+	\$200.00	
46-156(6)	Dangerous Trees 1st	\$50.00	
46-156(6)	Dangerous Trees 2nd	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
46-156(6)	Dangerous Trees 3rd+	\$200.00	
46-156(7)	Fireworks 1st	\$50.00	
46-156(7)	Fireworks 2nd	\$100.00	
46-156(7)	Fireworks 3rd+	\$200.00	
46-156(8)	Dilapidated Buildings 1st	\$50.00	
46-156(8)	Dilapidated Buildings 2nd	\$100.00	
46-156(8)	Dilapidated Buildings 3rd+	\$200.00	
46-156(9)	Wires Over Streets 1st	\$50.00	
46-156(9)	Wires Over Streets 2nd	\$100.00	
46-156(9)	Wires Over Streets 3rd+	\$200.00	
46-156(10)	Noisy Animals or Fowls 1st	\$50.00	
46-156(10)	Noisy Animals or Fowls 2nd	\$100.00	
46-156(10)	Noisy Animals or Fowls 3rd+	\$200.00	
46-156(11)	Obstruction of Streets 1st	\$50.00	
46-156(11)	Obstruction of Streets 2nd	\$100.00	
46-156(11)	Obstruction of Streets 3rd+	\$200.00	
46-156(12)	Open Excavations 1st	\$50.00	
46-156(12)	Open Excavations 2nd	\$100.00	
46-156(12)	Open Excavations 3rd+	\$200.00	
46-156(13)	Flammable Liquids 1st	\$50.00	
46-156(13)	Flammable Liquids 2nd	\$100.00	
46-156(13)	Flammable Liquids 3rd+	\$200.00	
46-156(14)	Unauthorized Large Gatherings 1st	\$50.00	
46-156(14)	Unauthorized Large Gatherings 2nd	\$100.00	
46-156(14)	Unauthorized Large Gatherings 3rd+	\$200.00	
46-156(15)	Snow and Ice 1st	\$50.00	
46-156(15)	Snow and Ice 2nd	\$100.00	
46-156(15)	Snow and Ice 3rd+	\$200.00	
46-156(16)	Vehicles and Appliances 1st	\$50.00	
46-156(16)	Vehicles and Appliances 2nd	\$100.00	
46-156(16)	Vehicles and Appliances 3rd+	\$200.00	
46-156(17)	Construction Debris 1st	\$50.00	
46-156(17)	Construction Debris 2nd	\$100.00	
46-156(17)	Construction Debris 3rd+	\$200.00	
46-156(18)	Vibrations 1st	\$50.00	
46-156(18)	Vibrations 2nd	\$100.00	
46-156(18)	Vibrations 3rd+	\$200.00	
46-156(19)	Antennae 1st	\$50.00	
46-156(19)	Antennae 2nd	\$100.00	
46-156(19)	Antennae 3rd+	\$200.00	
46-156(20)	Dangerous Ungraded Machinery 1st	\$50.00	
46-156(20)	Dangerous Ungraded Machinery 2nd	\$100.00	
46-156(20)	Dangerous Ungraded Machinery 3rd+	\$200.00	
46-156(21)	Sharp Items 1st	\$50.00	
46-156(21)	Sharp Items 2nd	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
46-156(21)	Sharp Items 3rd	\$200.00	
46-156(22)	Offenses Against Public Safety & Peace 1st	\$50.00	
46-156(22)	Offenses Against Public Safety & Peace 2nd	\$100.00	
46-156(22)	Offenses Against Public Safety & Peace 3rd+	\$200.00	
46-156(23)	Offenses Against Property 1st	\$50.00	
46-156(23)	Offenses Against Property 2nd	\$100.00	
46-156(23)	Offenses Against Property 3rd+	\$200.00	
46-156(24)	Building Regulation Offenses 1st	\$50.00	
46-156(24)	Building Regulation Offenses 2nd	\$100.00	
46-156(24)	Building Regulation Offenses 3rd+	\$200.00	
46-156(25)	Fire Prevention & Protection Offenses 1st	\$50.00	
46-156(25)	Fire Prevention & Protection Offenses 2nd	\$100.00	
46-156(25)	Fire Prevention & Protection Offenses 3rd+	\$200.00	
50-72(1)	Littering in Park Prohibited (1st)	\$50.00	
50-72(1)	Littering in Park Prohibited (2nd)	\$100.00	
50-72(1)	Littering in Park Prohibited (3rd+)	\$200.00	
50-72(2)	Sound Amplification in Park Prohibited (1st)	\$25.00	
50-72(2)	Sound Amplification in Park Prohibited (2nd)	\$50.00	
50-72(2)	Sound Amplification in Park Prohibited (3rd+)	\$100.00	
50-72(3)	Bill Posting in Park Prohibited (1st)	\$50.00	
50-72(3)	Bill Posting in Park Prohibited (2nd)	\$100.00	
50-72(3)	Bill Posting in Park Prohibited (3rd+)	\$200.00	
50-72(4)	Throwing of Missiles/Stones in Park (1st)	\$50.00	
50-72(4)	Throwing of Missiles/Stones in Park (2nd)	\$100.00	
50-72(4)	Throwing of Missiles/Stones in Park (3rd+)	\$200.00	
50-72(5)	Removal of Park Equipment Prohibited (1st)	\$100.00	
50-72(5)	Removal of Park Equipment Prohibited (2nd)	\$200.00	
50-72(5)	Removal of Park Equipment Prohibited (3rd+)	\$400.00	
50-72(6)	Trapping in Park Prohibited (1st)	\$100.00	
50-72(6)	Trapping in Park Prohibited (2nd)	\$200.00	
50-72(6)	Trapping in Park Prohibited (3rd+)	\$400.00	
50-72(7)	Making of Fires in Park Prohibited (1st)	\$50.00	
50-72(7)	Making of Fires in Park Prohibited (2nd)	\$100.00	
50-72(7)	Making of Fires in Park Prohibited (3rd+)	\$200.00	
50-72(8)	Tampering with Park Property Prohibited (1st)	\$100.00	
50-72(8)	Tampering with Park Property Prohibited (2nd)	\$200.00	
50-72(8)	Tampering with Park Property Prohibited(3rd+)	\$400.00	
50-72(9)	Motor Vehicle Operation in Park (1st)	\$10.00	
50-72(9)	Motor Vehicle Operation in Park (2nd)	\$20.00	
50-72(9)	Motor Vehicle Operation in Park (3rd)	\$40.00	
50-72(10)	Snowmobile Operation in Park (1st)	\$25.00	
50-72(10)	Snowmobile Operation in Park (2nd)	\$50.00	
50-72(10)	Snowmobile Operation in Park (3rd+)	\$100.00	
50-72(11)	Exceeding Speed Limit in Park (1st)	\$25.00	
50-72(11)	Exceeding Speed Limit in Park (2nd)	\$50.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
50-72(11)	Exceeding Speed Limit in Park (3rd+)	\$100.00	
50-72(12)	Glass Bottles in Park Prohibited (1st)	\$10.00	
50-72(12)	Glass Bottles in Park Prohibited (2nd)	\$20.00	
50-72(12)	Glass Bottles in Park Prohibited (3rd+)	\$40.00	
50-72(14)	Parking in City Park Outside Parking Area	\$20.00	
50-72(15)	Horses/Carriages in Park Regulations (1st)	\$10.00	
50-72(15)	Horses/Carriages in Park Regulations (2nd)	\$20.00	
50-72(15)	Horses/Carriages in Park Regulations (3rd+)	\$40.00	
50-72(16)	Removing Tree Protectors in Park (1st)	\$50.00	
50-72(16)	Removing Tree Protectors in Park (2nd)	\$100.00	
50-72(16)	Removing Tree Protectors in Park (3rd+)	\$200.00	
50-72(17)	Golfing in Park Prohibited (1st)	\$10.00	
50-72(17)	Golfing in Park Prohibited (2nd)	\$20.00	
50-72(17)	Golfing in Park Prohibited (3rd+)	\$40.00	
50-72(18)	Use of Bow/Arrow in Park Prohibited (1st)	\$10.00	
50-72(18)	Use of Bow/Arrow in Park Prohibited (2nd)	\$20.00	
50-72(18)	Use of Bow/Arrow in Park Prohibited (3rd+)	\$40.00	
50-72(19)	Use of Park Facility w/o Fee Payment (1st)	\$50.00	
50-72(19)	Use of Park Facility w/o Fee Payment (2nd)	\$100.00	
50-72(19)	Use of Park Facility w/o Fee Payment (3rd+)	\$200.00	
50-72(20)	Pets Prohibited in Park (1st)	\$25.00	
50-72(20)	Pets Prohibited in Park (2nd)	\$50.00	
50-72(20)	Pets Prohibited in Park (3rd+)	\$100.00	
50-72(21)	Possess/Discharge Weapon in Park (1st)	\$100.00	
50-72(21)	Possess/Discharge Weapon in Park (2nd)	\$200.00	
50-72(21)	Possess/Discharge Weapon in Park (3rd+)	\$400.00	
50-72(22)	Cleaning of Fish in Park Buildings (1st)	\$10.00	
50-72(22)	Cleaning of Fish in Park Buildings (2nd)	\$20.00	
50-72(22)	Cleaning of Fish in Park Buildings (3rd+)	\$40.00	
50-72(23)	Possess/Use Controlled Substance in Park(1st)	\$100.00	
50-72(23)	Possess/Use Controlled Substance in Park(2nd)	\$200.00	
50-72(23)	Possess/Use Controlled Substance/Park (3rd+)	\$400.00	
50-72(24)	Camping Overnight in Park (1st)	\$25.00	
50-72(24)	Camping Overnight in Park (2nd)	\$50.00	
50-72(24)	Camping Overnight in Park (3rd+)	\$100.00	
50-72(25)	Private Construction w/o Authorization (1st)	\$100.00	
50-72(25)	Private Construction w/o Authorization (2nd)	\$200.00	
50-72(25)	Private Construction w/o Authorization (3rd+)	\$400.00	
50-72(28)	Fail/Obtain Permit for Alcohol in Park (1st)	\$50.00	
50-72(28)	Fail/Obtain Permit for Alcohol in Park (2nd)	\$100.00	
50-72(28)	Fail/Obtain Permit for Alcohol in Park (3rd+)	\$200.00	
50-72(29)	Digging into Public Turf Prohibited (1st)	\$25.00	
50-72(29)	Digging into Public Turf Prohibited (2nd)	\$50.00	
50-72(29)	Digging into Public Turf Prohibited (3rd+)	\$100.00	
50-73(a)	Presence in Park/Closed Hours (1st)	\$25.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
50-73(a)	Presence in Park/Closed Hours (2nd)	\$50.00	
50-73(a)	Presence in Park/Closed Hours (3rd+)	\$100.00	
50-73(b)	Fail/Obtain Permit - Riverside Park (1st)	\$25.00	
50-73(b)	Fail/Obtain Permit - Riverside Park (2nd)	\$50.00	
50-73(b)	Fail/Obtain Permit - Riverside Park (3rd+)	\$100.00	
50-73(d)	Use of Park Shelters NOV 1 - MAY 1 (1st)	\$25.00	
50-73(d)	Use of Park Shelters NOV 1 - MAY 1 (2nd)	\$50.00	
50-73(d)	Use of Park Shelters NOV 1 - MAY 1 (3rd+)	\$100.00	
54-2	Solid Waste Regulated (1st)	\$50.00	
54-2	Solid Waste Regulated (2nd)	\$100.00	
54-2	Solid Waste Regulated (3rd+)	\$200.00	
54-17	Refuse from Outside Municipality (1st)	\$100.00	
54-17	Refuse from Outside Municipality (2nd)	\$200.00	
54-17	Refuse from Outside Municipality (3rd+)	\$400.00	
54-18	Waste and Refuse Containers (1st)	\$50.00	
54-18	Waste and Refuse Containers (2nd)	\$100.00	
54-18	Waste and Refuse Containers (3rd+)	\$200.00	
54-19	Non-Collectible Materials (1st)	\$50.00	
54-19	Non-Collectible Materials (2nd)	\$100.00	
54-19	Non-Collectible Materials (3rd+)	\$200.00	
54-19(b)	Hot Ashes for Collection Prohibited (1st)	\$50.00	
54-19(b)	Hot Ashes for Collection Prohibited (2nd)	\$100.00	
54-19(b)	Hot Ashes for Collection Prohibited (3rd+)	\$200.00	
54-19(c)	Refuse Storage Areas/Accumulation (1st)	\$50.00	
54-19(c)	Refuse Storage Areas/Accumulation (2nd)	\$100.00	
54-19(c)	Refuse Storage Areas/Accumulation (3rd+)	\$200.00	
54-19(d)	Refuse Collection - Placement Time/Loc (1st)	\$50.00	
54-19(d)	Refuse Collection - Placement Time/Loc (2nd)	\$100.00	
54-19(d)	Refuse Collection - Placement Time/Loc (3rd+)	\$200.00	
54-19(d)	Improper Placement/Placement on Street (1st)	\$50.00	
54-19(d)	Improper Placement/Placement on Street (2nd)	\$100.00	
54-19(d)	Improper Placement/Placement on Street (3rd+)	\$200.00	
54-19(e)	Prohibited Collection Hours and Days (1st)	\$50.00	
54-19(e)	Prohibited Collection Hours and Days (2nd)	\$100.00	
54-19(e)	Prohibited Collection Hours and Days (3rd+)	\$200.00	
54-19(g)	Dead Animals for Collection Prohibited (1st)	\$50.00	
54-19(g)	Dead Animals for Collection Prohibited (2nd)	\$100.00	
54-19(g)	Dead Animals for Collection Prohibited (3rd+)	\$200.00	
54-19(g)	Animal Wastes Prohibited (1st)	\$50.00	
54-19(g)	Animal Wastes Prohibited (2nd)	\$100.00	
54-19(g)	Animal Wastes Prohibited (3rd+)	\$200.00	
54-19(h)	Hospital Wastes Prohibited (1st)	\$50.00	
54-19(h)	Hospital Wastes Prohibited (2nd)	\$100.00	
54-19(h)	Hospital Wastes Prohibited (3rd+)	\$200.00	
54-20	Collection/Transportation - Solid Waste (1st)	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
54-20	Collection/Transportation - Solid Waste (2nd)	\$200.00	
54-20	Collection/Transportation - Solid Waste(3rd+)	\$400.00	
54-21(b)	Burning of Waste Prohibited (1st)	\$50.00	
54-21(b)	Burning of Waste Prohibited (2nd)	\$100.00	
54-21(b)	Burning of Waste Prohibited (3rd+)	\$200.00	
54-21(c)	Scavenging Prohibited (1st)	\$50.00	
54-21(c)	Scavenging Prohibited (2nd)	\$100.00	
54-21(c)	Scavenging Prohibited (3rd+)	\$200.00	
54-21(d)	Building/Remodeling Waste Prohibited (1st)	\$50.00	
54-21(d)	Building/Remodeling Waste Prohibited (2nd)	\$100.00	
54-21(d)	Building/Remodeling Waste Prohibited (3rd+)	\$200.00	
54-37	Separation of recyclables (1st)	\$50.00	
54-37	Separation of recyclables (2nd)	\$100.00	
54-37	Separation of recyclables (3rd+)	\$200.00	
58-32	Alteration of Grade Prohibited (1st)	\$250.00	
58-32	Alteration of Grade Prohibited (2nd)	\$500.00	
58-32	Alteration of Grade Prohibited (3rd+)	\$1,000.00	
58-33	Regulation of Underground Utilities (1st)	\$250.00	
58-33	Regulation of Underground Utilities (2nd)	\$500.00	
58-33	Regulation of Underground Utilities (3rd+)	\$1,000.00	
58-66	Snow/Ice Removal w/in 24 Hours (1st)	\$25.00	
58-66	Snow/Ice Removal w/in 24 Hours (2nd)	\$50.00	
58-66	Snow/Ice Removal w/in 24 Hours (3rd+)	\$100.00	
58-101	Raking Leaves/Permitting Grass - Street (1st)	\$25.00	
58-101	Raking Leaves/Permitting Grass - Street (2nd)	\$50.00	
58-101	Raking Leaves/Permitting Grass - Street(3rd+)	\$100.00	
58-103	Obstructions and Encroachments (1st)	\$100.00	
58-103	Obstructions and Encroachments (2nd)	\$200.00	
58-103	Obstructions and Encroachments (3rd+)	\$400.00	
58-126(a)	Curb/Gutter Construction Prohibited (1st)	\$100.00	
58-126(a)	Curb/Gutter Construction Prohibited (2nd)	\$200.00	
58-126(a)	Curb/Gutter Construction Prohibited (3rd+)	\$400.00	
58-151	Regulations for Excavations/Openings (1st)	\$100.00	
58-151	Regulations for Excavations/Openings (2nd)	\$200.00	
58-151	Regulations for Excavations/Openings (3rd+)	\$400.00	
58-151(a)	Excavation Permit Required (1st)	\$250.00	
58-151(a)	Excavation Permit Required (2nd)	\$500.00	
58-151(a)	Excavation Permit Required (3rd+)	\$1,000.00	
58-181	Removal of Rubbish/Dirt from Sidewalk (1st)	\$50.00	
58-181	Removal of Rubbish/Dirt from Sidewalk (2nd)	\$100.00	
58-181	Removal of Rubbish/Dirt from Sidewalk (3rd+)	\$200.00	
58-183	Vaults/Cisterns under Sidewalks (1st)	\$100.00	
58-183	Vaults/Cisterns under Sidewalks (2nd)	\$200.00	
58-183	Vaults/Cisterns under Sidewalks (3rd+)	\$400.00	
58-184	Downspouts/Eves Draining on Sidewalk (1st)	\$25.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
58-184	Downspouts/Eves Draining on Sidewalk (2nd)	\$50.00	
58-184	Downspouts/Eves Draining on Sidewalk (3rd+)	\$100.00	
58-272(a)	Driveway Permit Required (1st)	\$50.00	
58-272(a)	Driveway Permit Required (2nd)	\$100.00	
58-272(a)	Driveway Permit Required (3rd+)	\$200.00	
62-3(a)	Disturbing or not placing monuments(1st)	\$25.00	
62-3(a)	Disturbing or not placing monuments(2nd)	\$50.00	
62-3(a)	Disturbing or not placing monuments(3rd+)	\$100.00	
70-2	State Statutes Adopted - Ch 340 - Ch 349	\$0.00	
70-3	Administrative Regulations Adopted - TR305	\$0.00	
70-4(c)	Prohibited Signs/Markers on Highway (1st)	\$25.00	
70-4(c)	Prohibited Signs/Markers on Highway (2nd)	\$50.00	
70-4(c)	Prohibited Signs/Markers on Highway (3rd+)	\$100.00	
70-5(a)	24 Hour Limitation	\$20.00	
70-5(b)(1)	Posted Restriction - Handicapped Reserved	\$50.00	
70-5(b)(2)	Posted Restriction - Sign	\$20.00	
70-5(b)(3)	Posted Restriction - Authority of Chief	\$20.00	
70-5(b)(4)	Posted Restriction - Special Weight Limits	\$20.00	
70-5(b)(5)	Posted Restriction - Time Limits	\$20.00	
70-6(a)1	Prohibited Parking Areas - Intersection	\$20.00	
70-6(a)2	Prohibited Parking Areas - Crosswalk	\$20.00	
70-6(a)3	Prohibited Parking Areas - Sidewalk/Terrace	\$20.00	
70-6(a)4	Prohibited Parking Areas - Construction	\$20.00	
70-6(a)5	Prohibited Parking Areas - Double Parking	\$20.00	
70-6(a)6	Prohibited Parking Areas - Fire Station Entry	\$20.00	
70-6(a)7	Prohibited Standing Areas - Official Signs	\$20.00	
70-6(a)8	Prohibited Parking Areas - Impede Traffic	\$20.00	
70-6(a)9	Prohibited Parking Areas - Fire Hydrant	\$20.00	
70-6(a)10	Prohibited Parking Areas - Official Signs	\$20.00	
70-6(a)11	Prohibited Parking Areas - On Bridge	\$20.00	
70-6(a)12	Prohibited Parking Areas - Wrong Direction	\$20.00	
70-6(a)13	Prohibited Parking Areas - Loading Zone	\$20.00	
70-6(a)14	Prohibited Parking Areas - Block Alley/Drive	\$20.00	
70-6(a)15	Prohibited Parking Areas - Closed Park	\$20.00	
70-6(a)16	Prohibited Parking Areas - Yellow Curb	\$20.00	
70-6(b)	Restricting access to private driveway	\$20.00	
70-6(c)	for sale sign prohibited on vehicle	\$20.00	
70-7	Posted Restriction - Temporary Parade Signs	\$20.00	
70-8	School Bus Warning Lights	\$70.00	
70-9	Unlawful Removal of Parking Citations	\$25.00	
70-10(a)	Valid License Required in Parking Lot	\$25.00	
70-10(b)	Traffic Regulations Applicable in Parking Lot	\$25.00	
70-12	Inoperable/Wrecked/Discarded Vehicle (1st)	\$25.00	
70-12	Inoperable/Wrecked/Discarded Vehicle (2nd)	\$50.00	
70-12	Inoperable/Wrecked/Discarded Vehicle (3rd+)	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
70-13(a)	Unnecessary Noise Prohibited (1st)	\$25.00	\$30.00
70-13(a)	Unnecessary Noise Prohibited (2nd)	\$50.00	\$60.00
70-13(a)	Unnecessary Noise Prohibited (3rd+)	\$100.00	\$125.00
70-13(b)	Unnecessary Smoke Prohibited (1st)	\$25.00	\$30.00
70-13(b)	Unnecessary Smoke Prohibited (2nd)	\$50.00	\$60.00
70-13(b)	Unnecessary Smoke Prohibited (3rd+)	\$100.00	\$125.00
70-13(c)	Unnecessary Acceleration Prohibited (1st)	\$25.00	\$30.00
70-13(c)	Unnecessary Acceleration Prohibited (2nd)	\$50.00	\$60.00
70-13(c)	Unnecessary Acceleration Prohibited (3rd+)	\$100.00	\$125.00
70-13(d)	Avoidance of Traffic Control Prohibited (1st)	\$25.00	\$30.00
70-13(d)	Avoidance of Traffic Control Prohibited (2nd)	\$50.00	\$60.00
70-13(d)	Avoidance of Traffic Control Prohibited(3rd+)	\$100.00	\$125.00
70-13(e)	Operation in Restricted Area Prohibited (1st)	\$10.00	\$20.00
70-13(e)	Operation in Restricted Area Prohibited (2nd)	\$20.00	\$40.00
70-13(e)	Operation in Restricted Area Prohibited(3rd+)	\$40.00	\$80.00
70-14	Motor Vehicle on Pedestrian Way (1st)	\$10.00	\$20.00
70-14	Motor Vehicle on Pedestrian Way (2nd)	\$20.00	\$40.00
70-14	Motor Vehicle on Pedestrian Way (3rd+)	\$40.00	\$80.00
70-15	Fail to Stop - School Crossing Guard (1st)	\$30.00	\$40.00
70-15	Fail to Stop - School Crossing Guard (2nd)	\$60.00	\$80.00
70-15	Fail to Stop - School Crossing Guard (3rd+)	\$90.00	\$125.00
70-16(a)	Driving over Curbing Prohibited (1st)	\$25.00	
70-16(a)	Driving over Curbing Prohibited (2nd)	\$50.00	
70-16(a)	Driving over Curbing Prohibited (3rd+)	\$100.00	
70-16(b)	Driving over Safety Island Prohibited (1st)	\$25.00	
70-16(b)	Driving over Safety Island Prohibited (2nd)	\$50.00	
70-16(b)	Driving over Safety Island Prohibited (3rd+)	\$100.00	
70-18(b)	Motor Craft Unauthorized Off-Road Ops (1st)	\$25.00	
70-18(b)	Motor Craft Unauthorized Off-Road Ops (2nd)	\$50.00	
70-18(b)	Motor Craft Unauthorized Off-Road Ops (3rd+)	\$100.00	
70-18(c)	Prohibited Use of Snowmobile Trail (1st)	\$25.00	\$30.00
70-18(c)	Prohibited Use of Snowmobile Trail (2nd)	\$50.00	\$60.00
70-18(c)	Prohibited Use of Snowmobile Trail (3rd+)	\$100.00	\$125.00
70-116	Trick Riding on Bicycle (1st)	\$5.00	
70-116	Trick Riding on Bicycle (2nd)	\$10.00	
70-116	Trick Riding on Bicycle (3rd+)	\$20.00	
70-117	Bicycle Parking - Obstruct Pedestrian Traffic	\$20.00	
70-118(a)	Bicycle Registration Required (1st)	\$5.00	
70-118(a)	Bicycle Registration Required (2nd)	\$10.00	
70-118(a)	Bicycle Registration Required (3rd+)	\$20.00	
70-118(b)2	Bicycle Tag - Display Required (1st)	\$5.00	
70-118(b)2	Bicycle Tag - Display Required (2nd)	\$10.00	
70-118(b)2	Bicycle Tag - Display Required (3rd+)	\$20.00	
70-118(e)	Ownership Change Notification Required (1st)	\$5.00	
70-118(e)	Ownership Change Notification Required (2nd)	\$10.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
70-118(e)	Ownership Change Notification Required (3rd+)	\$20.00	
70-118(f)	Bicycle Tag - Display Required (1st)	\$5.00	
70-118(f)	Bicycle Tag - Display Required (2nd)	\$10.00	
70-118(f)	Bicycle Tag - Display Required (3rd+)	\$20.00	
70-118(g)	Non-Resident Registration Exempt (1st)	\$5.00	
70-118(g)	Non-Resident Registration Exempt (2nd)	\$10.00	
70-118(g)	Non-Resident Registration Exempt (3rd+)	\$20.00	
70-118(h)1	Removal of Registration Tag Prohibited (1st)	\$5.00	
70-118(h)1	Removal of Registration Tag Prohibited (2nd)	\$10.00	
70-118(h)1	Removal of Registration Tag Prohibited (3rd+)	\$20.00	
70-118(h)2	Altering of Registration Tag Prohibited (1st)	\$5.00	
70-118(h)2	Altering of Registration Tag Prohibited (2nd)	\$10.00	
70-118(h)2	Altering of Registration Tag Prohibited (3rd+)	\$20.00	
70-151	In-Line Skates (1st)	\$5.00	
70-151	In-Line Skates (2nd)	\$10.00	
70-151	In-Line Skates (3rd+)	\$20.00	
70-151	Public Nuisance - CITE UNDER 46-152	\$0.00	
70-181(a)	Play Vehicle on Sidewalk Prohibited (1st)	\$5.00	
70-181(a)	Play Vehicle on Sidewalk Prohibited (2nd)	\$10.00	
70-181(a)	Play Vehicle on Sidewalk Prohibited (3rd+)	\$20.00	
70-181(b)	Play Vehicle Areas Prohibited (1st)	\$5.00	
70-181(b)	Play Vehicle Areas Prohibited (2nd)	\$10.00	
70-181(b)	Play Vehicle Areas Prohibited (3rd+)	\$20.00	
70-182	Play Vehicle Operation after Dark (1st)	\$5.00	
70-182	Play Vehicle Operation after Dark (2nd)	\$10.00	
70-182	Play Vehicle Operation after Dark (3rd+)	\$20.00	
70-216	State Statutes Adopted: Ch 350	\$0.00	
70-217	Snowmobiles Hours of Operation (1st)	\$25.00	
70-217	Snowmobiles Hours of Operation (1st)	\$25.00	
70-217	Snowmobiles Hours of Operation (2nd)	\$50.00	
70-217	Snowmobiles Hours of Operation (3rd+)	\$100.00	
70-219	Operation of Snowmobile on Sidewalk (1st)	\$25.00	
70-219	Operation of Snowmobile on Sidewalk (2nd)	\$50.00	
70-219	Operation of Snowmobile on Sidewalk (3rd+)	\$100.00	
70-221(a)	Operation of Snowmobile on City Property (1st)	\$25.00	
70-221(a)	Operation of Snowmobile on City Property (2nd)	\$50.00	
70-221(a)	Operation of Snowmobile on City Property (3rd+)	\$100.00	
70-221(b)	Operate Snowmobile Off Designated Route (1st)	\$25.00	
70-221(b)	Operate Snowmobile Off Designated Route (2nd)	\$50.00	
70-221(b)	Operate Snowmobile Off Designated Route(3rd+)	\$100.00	
70-282	Abandonment of Vehicle Prohibited (1st)	\$50.00	
70-282	Abandonment of Vehicle Prohibited (2nd)	\$100.00	
70-282	Abandonment of Vehicle Prohibited (3rd+)	\$200.00	
70-314(a)	Junked Vehicles/Appliances Prohibited (1st)	\$50.00	
70-314(a)	Junked Vehicles/Appliances Prohibited (2nd)	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
70-314(a)	Junked Vehicles/Appliances Prohibited (3rd+)	\$200.00	
70-346	Enter Authorized Street Barrier Area	\$20.00	
70-346	Parking within street barrier area	\$20.00	
70-372(1)	Speeding on School District Grounds	\$10.00	\$20.00
70-372(2)	Operating on School Grounds Contrary to Regs	\$10.00	\$20.00
70-411	One-Way Traffic Established (1st)	\$30.00	
70-411	One-Way Traffic Established (2nd+)	\$60.00	
70-431	Right Turn Prohibited Intersections (1st)	\$30.00	
70-431	Right Turn Prohibited Intersections (2nd+)	\$60.00	
70-432	Left Turn Prohibited Intersections (1st)	\$30.00	
70-432	Left Turn Prohibited Intersections (2nd+)	\$60.00	
70-433	U-Turn Prohibited Intersections (1st)	\$30.00	
70-433	U-Turn Prohibited Intersections (2nd+)	\$60.00	
70-456(a)	All-Night Parking Prohibited (0230-0530)	\$20.00	
70-456(c)	Posted 15 minute restricted parking	\$20.00	
70-456(d)	Posted 30 minute restricted parking	\$20.00	
70-456(e)	Posted 2 hour restricted parking	\$20.00	
70-457	Parking/Stopping/Standing hours prohibited	\$20.00	
70-458(a)	Winter Parking Restricted (0200-0700)	\$20.00	
70-459(1)	Franklin St Lot - 24 Hour Restriction	\$20.00	
70-459(2)	Commercial St Lot - 2 Hour Restriction	\$20.00	
70-459(2)	Commerical St Lot - No Parking 2000-0530	\$20.00	
70-459(3)	Water St Lot - 24 Hour Restriction	\$20.00	
70-459(3)	Water St Lot - Posted City Hall Employee Only	\$20.00	
70-459(4)	W Park Av Lot - 24 Hour Restriction	\$20.00	
70-459(4)	W Park Av Lot - Library Parking Restriction	\$20.00	
70-459(4)	W Park Av Lot - Private Parking Stall	\$20.00	
70-459(5)	S Capron Lot - 24 Hour Restriction	\$20.00	
70-459(5)	S Capron Lot - 3 Hour Restriction	\$20.00	
70-459(5)	S Capron Lot - Commerical Vehicle Restriction	\$20.00	
70-501	Through Truck Traffic Prohibited (1st)	\$10.00	\$30.00
70-501	Through Truck Traffic Prohibited (2nd)	\$20.00	\$60.00
70-501	Through Truck Traffic Prohibited (3rd+)	\$40.00	\$90.00
74-8	Unauthorized Use of Utility Property (1st)	\$100.00	
74-8	Unauthorized Use of Utility Property (2nd)	\$200.00	
74-8	Unauthorized Use of Utility Property (3rd+)	\$400.00	
74-42	Compliance with Water Utility Rules (1st)	\$100.00	
74-42	Compliance with Water Utility Rules (2nd)	\$200.00	
74-42	Compliance with Water Utility Rules (3rd+)	\$400.00	
74-88	Compliance with Sewer Utility Rules (1st)	\$100.00	
74-88	Compliance with Sewer Utility Rules (2nd)	\$200.00	
74-88	Compliance with Sewer Utility Rules (3rd+)	\$400.00	
74-90	Use of Public Sewers Required (1st)	\$500.00	
74-90	Use of Public Sewers Required (2nd+)	\$1,000.00	
74-91	Permit for Private Wastewater Disposal (1st)	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
74-91	Permit for Private Wastewater Disposal (2nd)	\$200.00	
74-91	Permit for Private Wastewater Disposal (3rd+)	\$400.00	
74-92	Regulations for Sewers/Connections (1st)	\$100.00	
74-92	Regulations for Sewers/Connections (2nd)	\$200.00	
74-92	Regulations for Sewers/Connections (3rd+)	\$400.00	
74-93	Regulations for Use of Public Sewers (1st)	\$100.00	
74-93	Regulations for Use of Public Sewers (2nd)	\$200.00	
74-93	Regulations for Use of Public Sewers (3rd+)	\$400.00	
74-94	Tampering with Wastewater Facilities (1st)	\$500.00	
74-94	Tampering with Wastewater Facilities (2nd+)	\$1,000.00	
78-2	Destruction of Noxious Weeds (1st)	\$50.00	
78-2	Destruction of Noxious Weeds (2nd)	\$100.00	
78-2	Destruction of Noxious Weeds (3rd+)	\$200.00	
78-3	Regulation of Natural Lawns (1st)	\$50.00	
78-3	Regulation of Natural Lawns (2nd)	\$100.00	
78-3	Regulation of Natural Lawns (3rd+)	\$200.00	
78-4	Regulation of Lawn/Grass Length (1st)	\$50.00	
78-4	Regulation of Lawn/Grass Length (2nd)	\$100.00	
78-4	Regulation of Lawn/Grass Length (3rd+)	\$200.00	
78-5(b)	Noxious Weeds - Paving Prohibited (1st)	\$25.00	
78-5(b)	Noxious Weeds - Paving Prohibited (2nd)	\$50.00	
78-5(b)	Noxious Weeds - Paving Prohibited (3rd+)	\$100.00	
78-5(c)	Noxious Weeds - Paving Prohibited (1st)	\$25.00	
78-5(c)	Noxious Weeds - Paving Prohibited (2nd)	\$50.00	
78-5(c)	Noxious Weeds - Paving Prohibited (3rd+)	\$100.00	
78-5(d)	Damage to Property w/in Right-of-Way (1st)	\$100.00	
78-5(d)	Damage to Property w/in Right-of-Way (2nd)	\$200.00	
78-5(d)	Damage to Property w/in Right-of-Way (3rd+)	\$400.00	
78-40	Interference with City Forester (1st)	\$100.00	
78-40	Interference with City Forester (2nd)	\$200.00	
78-40	Interference with City Forester (3rd+)	\$400.00	
78-43	Permit for Terrace Tree/Shrub Maint (1st)	\$50.00	
78-43	Permit for Terrace Tree/Shrub Maint (2nd)	\$100.00	
78-43	Permit for Terrace Tree/Shrub Maint (3rd+)	\$200.00	
78-44	Planting Trees/Shrubs Conditions (1st)	\$50.00	
78-44	Planting Trees/Shrubs Conditions (2nd)	\$100.00	
78-44	Planting Trees/Shrubs Conditions (3rd+)	\$200.00	
78-45	Trimming Trees/Shrubs Obstr Travel (1st)	\$50.00	
78-45	Trimming Trees/Shrubs Obstr Travel (2nd)	\$100.00	
78-45	Trimming Trees/Shrubs Obstr Travel (3rd+)	\$200.00	
78-46	Trees/Shrubbery Obstr Traffic Sign/View (1st)	\$50.00	
78-46	Trees/Shrubbery Obstr Traffic Sign/View (2nd)	\$100.00	
78-46	Trees/Shrubbery Obstr Traffic Sign/View(3rd+)	\$200.00	
78-47	Removal of Trees/Stumps (1st)	\$50.00	
78-47	Removal of Trees/Stumps (2nd)	\$100.00	

2021 Municipal Bond Forfeiture Schedule

<u>Ord Number</u>	<u>Description</u>	<u>Municipal Fine</u>	
		<u>Deposit</u>	<u>New Dep.</u>
78-47	Removal of Trees/Stumps (3rd+)	\$200.00	
78-48	Damage to Public Trees (1st)	\$100.00	
78-48	Damage to Public Trees (2nd)	\$200.00	
78-48	Damage to Public Trees (3rd+)	\$400.00	
82-62(a)	Violation of Zoning Restrictions (1st)	\$25.00	
82-62(a)	Violation of Zoning Restrictions (2nd)	\$50.00	
82-62(a)	Violation of Zoning Restrictions (3rd+)	\$100.00	
82-561	Lawn Accessory w/in 3' of Property Line (1st)	\$25.00	
82-561	Lawn Accessory w/in 3' of Property Line (2nd)	\$50.00	
82-561	Lawn Accessory w/in 3' of Property Line(3rd+)	\$100.00	
82-563	Children's Play Structure Nuisance (1st)	\$25.00	
82-563	Children's Play Structure Nuisance (2nd)	\$50.00	
82-563	Children's Play Structure Nuisance (3rd+)	\$100.00	
82-564	Terrace Area Prohibited Items (1st)	\$25.00	
82-564	Terrace Area Prohibited Items (2nd)	\$50.00	
82-564	Terrace Area Prohibited Items (3rd+)	\$100.00	
82-565	Outdoor Firewood Storage Restrictions (1st)	\$25.00	
82-565	Outdoor Firewood Storage Restrictions (2nd)	\$50.00	
82-565	Outdoor Firewood Storage Restrictions (3rd+)	\$100.00	
82-566	Outside Storage of Garbage, Junk, etc. 1st	\$25.00	
82-566	Outside Storage of Garbage, Junk, etc. 2nd	\$50.00	
82-566	Outside Storage of Garbage, Junk, etc. 3rd	\$100.00	
82-567(h)	Nonconforming Fences/Hedges (1st)	\$25.00	
82-567(h)	Nonconforming Fences/Hedges (2nd)	\$50.00	
82-567(h)	Nonconforming Fences/Hedges (3rd+)	\$100.00	
82-568	Swimming Pools	\$25.00	
82-681	Corner Lot Traffic Visibility Required (1st)	\$25.00	
82-681	Corner Lot Traffic Visibility Required (2nd)	\$50.00	
82-681	Corner Lot Traffic Visibility Required (3rd+)	\$100.00	
82-682(b)(2)	Off Street Parking (1st)	\$25.00	
82-682(b)(2)	Off Street Parking (2nd)	\$50.00	
82-682(b)(2)	Off Street Parking (3rd)	\$100.00	
82-683	Storage/Parking of Recreational Vehicle (1st)	\$25.00	
82-683	Storage/Parking of Recreational Vehicle (2nd)	\$50.00	
82-683	Storage/Parking of Recreational Vehicle(3rd+)	\$100.00	
82-684(a)	CMV Parking in Residential Area (1st)	\$25.00	
82-684(a)	CMV Parking in Residential Area (2nd)	\$50.00	
82-684(a)	CMV Parking in Residential Area (3rd+)	\$100.00	
82-684(b)	Tractors/Road Machinery Parking/Storage (1st)	\$25.00	
82-684(b)	Tractors/Road Machinery Parking/Storage (2nd)	\$50.00	
82-684(b)	Tractors/Road Machinery Parking/Storage(3rd+)	\$100.00	
82-717(b)	Antenna Exceeds 60' in Residential Area (1st)	\$25.00	
82-717(b)	Antenna Exceeds 60' in Residential Area (2nd)	\$50.00	
82-717(b)	Antenna Exceeds 60' in Residential Area(3rd+)	\$100.00	

DATE: December 1, 2020

TO: Committee of the Whole

FROM: Jodie Olson

RE: 2021 Senior Transportation Purchase of Service Contract

BACKGROUND: We annually sign agreements with Green Lake County in order to receive reimbursement through 8521 funds for the Senior & Handicap Transportation expenses. The Purchase of Service Contract indicates the funding amount and requirements to receive the funding. The 2021 agreement will fund \$28,383 for our transportation program.

RECOMMENDATION: Recommend to Common Council to approve the 2021 Purchase of Service Contract-CY2021 with Green Lake County Department of Health & Human Services and authorize the appropriate signatures.

GREEN LAKE COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES

Health & Human Services
571 Cty Rd A
Green Lake, WI 54941 Phone:
920-294-4070
Fax: 920-294-4139
Email: glcdhhs@co.green-lake.wi.us



Fox River Industries
222 Leffert St; PO Box 69
Berlin, WI 54923-0069
Phone: 920-361-3484
Fax: 920-361-1195
Email: fri@co.green-lake.wi.us

Purchaser:

Green Lake County Department of Health & Human
Services Betty Bradley, Aging/Long Term Care Unit
Manager
571 County Road A
Green Lake, WI 54941
Telephone #: (920)-294-4070 Fax #: (920)-294-4139
glcdhhs@co.green-lake.wi.us

Provider:

Organization Name: City Of Berlin
Address: 108 N Capron St
PO Box 272
Berlin WI 54923
Contact: Jodie Olson

Contract Information and Funding Source

Contract Amount: \$28,383
Services to be Provided: Transportation Services
Contract Period: January 1, 2021 – December 31, 2021

Signatures:

This Contract becomes null and void if the time between the Purchasers' authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty days.

Purchaser
Catherine Schmit

Provider
City of Berlin/Jodie Olson

Signature

Signature

Date

Date

Per Wis. Stat. §46.036(3)(a) Purchase of services contracts shall include the following information:

- A. Total dollar amount to be purchased or awarded
- B. Number of clients to be served
- C. Number of client service units
- D. Unit rate per client
- E. Total dollar amount of each service

Service	Total Service
Transportation Services	\$28,383
Contract total	\$28,383

Prepayments: Per Wis. Stat. §46.036(3)(f) Advance payments of up to one-twelfth of an annual contract may be allowed under the Contract. If the advance payment exceeds \$10,000, the provider shall supply a surety bond for an amount equal to the amount of the advance payment applied for. No surety bond is required if the provider is a state agency. The cost of the surety bond shall be allowable as an expense.

Article 1 Audit

Section 1.1 Type of audit

Unless waived by the Purchaser, the Sub-recipient/Contractor (Provider) shall submit an annual audit to Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) for all contracts \$100,000 or more. In determining the amount of annual funding provided by the Purchaser, the sub-recipient/contractor shall consider both:

- A. Funds provided through direct contracts with the Purchaser; and
- B. Funds from the Purchaser passed through another agency which has one or more contracts with the sub- recipient/contractor.

Section 1.2 Audit Standards

The audit shall be in accordance with the generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this Contract. In addition, the sub-recipient/contractor is responsible for ensuring that the audit copies are in compliance with other standards and guidelines that may be applicable depending on the type of services provided, and are reconciled/in accordance with the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- A. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F -- Audits. The guidance also includes an Annual Compliance Supplement that details specific Federal agency rules for accepting Federal sub-awards.
- B. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a State single audit. Section 1.3 lists the required conditions.
- C. The Department of Health Services (OHS) Audit Guide is an appendix to the SSAG and contains additional OHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with OHS sub-recipient/contractor audit requirements. An audit report is due if a sub-recipient/contractor receives more than \$25,000 in pass-through money as determined by Wis. Stat. § 46.036.

Section 1.3 Audit Schedules

In addition to the schedules required under the *State Single Audit Guidelines* the reporting package sent to the Purchaser shall include supplemental schedule showing revenue and expenses for this Contract.

For profit Providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract or by service category.

Non-profit Providers shall include a Reserve Supplemental in their audit reports, and this schedule shall also be by contract or service category. State Single Audit Guidelines (SSAG).

Section 1.4 Submitting the Reporting Package

The Provider shall send the required reporting package to the Purchaser at the address listed in this Contract. The reporting package should include the following items:

- A. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent Purchaser's opinion on the statements and schedule.

- B. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
- C. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in Accordance with Government Auditing Standards.
- D. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
- E. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
- F. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the sub-recipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the sub-recipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the Provider reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
- G. *Reserve Supplemental Schedule is only required if the sub-recipient/contractor is a non-profit and paid on a prospectively set rate.
- H. *Allowable Profit Supplemental Schedule is only required if the sub-recipient/contractor is a for-profit entity.
- I. *Additional Supplemental Schedule(s) required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the Purchaser 180 days from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner.

For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

For sub-recipient/contractors that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to Purchaser shall include all of the above items except items 4 and 5.

Section 1.5 Access to Provider's Records

The Provider must provide the Purchaser with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the Purchaser to perform the required audit.

The Provider shall permit appropriate representatives of Purchasers to have access to the Provider's records and financial statements as necessary to review the Provider's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of Purchaser to conduct or arrange for other audits or review of federal or state programs. Purchaser shall use information from the audit to conduct their own reviews without duplication of the independent Purchaser's work.

Section 1.6 Access to Purchaser's work papers

The Purchaser shall make audit work papers available upon request to the Provider, Purchaser or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

Section 1.7 Failure to comply with the requirements of this section

Purchaser may impose sanctions when needed to ensure that Providers have complied with the requirements to provide Purchaser with an audit that meets the applicable standards and to administer State and Federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

- A. The Provider did not have an audit.

- B. The Provider did not send the audit to Purchaser or another granting agency within the original or extended audit deadline.
- C. The Purchaser did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
- D. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
- E. The Provider does not cooperate with Purchaser or another granting agency's audit resolution efforts; for example, the Provider does not take corrective action or does not repay disallowed costs to the granting agency.

Section 1.7.1 Sanctions

Purchaser will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

- A. Requiring modified monitoring and/or reporting provisions;
- B. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the Provider is in compliance;
- C. Disallowing the cost of audits that do not meet these standards;
- D. Conducting an audit or arranging for an independent audit of the Provider and charging the cost of completing the audit to the Provider;
- E. Charging the Provider for all loss of Federal or State aid or for penalties assessed to Purchaser because the Provider did not comply with audit requirements;
- F. Assessing financial sanctions or penalties;
- G. Discontinuing contracting with the Provider; and/or
- H. Taking other action that Purchaser determines is necessary to protect federal or state pass-through funding.

Section 1.7.2 Close-Out

A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the Provider ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by Purchaser upon written request from the sub-recipient/contractor, except when the Contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The Provider shall ensure that its auditor contacts Purchaser prior to beginning the audit. Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the Purchaser. Payment of increased audit costs, as a result of the additional testing requested by Purchaser, is the responsibility of the Provider.

Purchaser may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Purchaser may require that the Purchaser annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

Article 2 Grant Agreement Compliance

The Parties agree to abide by all terms and conditions of the Specialized Transportation Assistance Grant Agreement between the State of Wisconsin and Green Lake County, a copy of which is attached hereto and incorporated herein by reference, including but limited to compliance with all laws referred to in said agreement, compliance with all requirements of record creation and retention referred to in said agreement, and compliance with all requirements concerning the maintenance and retention of accounts. Provider shall maintain and retain all records and accounts required by the grant agreement or organizations to which the grant recipient (Purchaser) gives financial assistance under the grant agreement.

Article 3 Civil Rights Compliance Plan

Section 3.1 Civil Rights Compliance

Provider shall comply with the Wisconsin Contract Compliance Law under Wis. Stat. § 16.765 and the Wis. Admin. Code Ch. ADM 50. Provider must agree to equal employment and affirmative action policies and practices in its employment programs. Purchaser must file a Civil Rights Compliance Letter of Assurance for the compliance period of 2018-2021 regardless of the number of employees and the amount of funding received to the Purchaser. Complete instructions are located online Civil Rights Compliance (CRC) Information.

Section 3.2 Affirmative Action Plan

The Provider must submit to the Purchaser an Affirmative Action Plan within fifteen (15) working days of returning the signed Contract. Exceptions exist and are identified in the instructions for vendors Civil Rights Compliance (CRCH information).

Article 4 Client Rights and Grievances

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the Client Rights grievance procedure. The Provider shall post the client rights and the grievance procedure, including the name of the Client Rights Specialist, in an area readily available to clients and staff of the program.

The Provider shall give the Purchaser a written report for each grievance that is filed in orally or in writing with the Provider by a client or anyone on the clients' behalf. The Provider shall deliver these reports to the Purchaser in person or via registered mail within 5 business days of the Provider's receipt of the oral or written grievance. The Provider shall also inform the Purchaser in writing of the resolution of each grievance.

At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary report of all grievances that have been filed with the Program by clients or anyone on the clients' behalf since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the Purchaser in person or via registered mail within 30 days of the end of the Contract period. Additional summary reports requested by the Purchaser shall be due within ten (10) days of the Purchaser's request for the reports. All reports shall be delivered to the Purchaser in person or via registered mail.

Article 5 Conditions of the Parties' Obligations

Section 5.1 Contingency

This Contract is contingent upon authorization of Wisconsin and United States laws. In the event of any material amendment or repeal of applicable law affecting relevant funding or authority, the parties agree to negotiate in good faith to amend the Contract such that it may continue in effect. If it is not possible to amend the Contract such that it may remain in effect due to changes in applicable law, or if the parties are unable to negotiate amendments to the Contract, this Contract shall terminate.

Section 5.2 Powers and Duties

Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.

Section 5.3 Items Comprising the Contract

It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Article 6 Confidentiality

Section 6.1 Client confidentiality

The Provider shall comply with all applicable confidentiality laws in connection with its maintenance, use or disclosure of information concerning eligible clients who receive services from Provider. These laws include but are not limited to Wis. Stat. §§ 51.30, 48.78, 146.82, 48.981(7), 49.45(4), 49.83, 252.11(7), 252.15, 253.07(3)(c), 938.396 and 938.78 and 42 CFR Part 2. The

Provider agrees it is part of the Provider's obligations under this Contract to know all applicable confidentiality laws and understand their provisions.

Section 6.2 Contract not confidential

Except for documents identifying specific clients, the Contract and all related documents are not confidential. Provider understands and agrees that, because Purchaser is a party to this agreement, provisions of the Wisconsin Open Records Law and other laws pertaining to public records may apply to records kept by Provider. Provider agrees to fully comply with such laws, and to cooperate with Purchaser in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Purchaser or other upon request of Purchaser. Compliance and cooperation of Provider shall be at its sole cost and expense.

Article 7 Conflict of Interest

The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

Provider shall also require its employees, consultants, and members of the board to avoid outside activities which cause, or tend to cause, conflicts between their personal interests and their responsibilities under this Contract.

Article 8 Debarment and Suspension

The Provider certifies through signing this Contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Purchaser may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 23 "Special conditions for high risk contract" or for revising or terminating the contract under Article 21 "Renegotiate or termination of the contract."

Section 8.1 Certification Regarding Debarment and Suspension

The provider certifies, by signing the attached Certification Regarding Debarment and Suspension, that neither they nor any of its principals are debarred or suspended or declared ineligible from participating in Federal assistance programs. (See attachment "Certification Regarding Debarment and Suspension")

Article 9 Eligibility

Provider will follow program guidelines to determine eligibility as provided by purchaser.

Purchaser determines eligibility

The Provider shall provide services only to individuals who are eligible for services. The Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this Contract from the Provider will be determined by the Purchaser and given to the Provider.

Article 10 Health Insurance Portability and Accountability Act of 1996 "HIPAA" Applicability

Section 10.1 General Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Contract.

Article 11 Indemnity and Insurance

Section 11.1 Indemnity

The Provider agrees that it will at all times during the existence of this Contract indemnify and hold harmless the Purchaser, its appointed, hired and/or elected officers, agents, employees and designees from any and all claims, loss, damages, and costs or expenses which the Purchaser may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from participating in or receiving the care and services furnished by the Provider under this Contract or on account of enforcing the provisions of the agreement against Provider or its agents or employees, including but not limited by enumeration, reasonable attorneys' fees and court costs incurred by Purchaser in defending any claim or in enforcing this provision. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Purchaser.

Section 11.2 Insurance

The Provider agrees that, in order to protect itself as well as the Purchaser under the indemnity provision set forth in the above paragraph, the Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
- Umbrella Liability (as necessary): minimum amount \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage. Upon signing this Contract, Provider will furnish Purchaser with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter indemnified against, Purchaser shall notify the Purchaser by registered mail within five business days.

Article 12 Independent Contractor

Nothing in this Contract shall create a partnership or joint venture between the Purchaser and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Purchaser.

Article 13 License, Certification, and Staffing

Section 13.1 License and Certification

The Provider shall meet State and Federal service standards and applicable state licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this Contract. The Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Provider to this Contract when returning the signed Contract to the Purchaser. During the Contract period, the Provider shall also send the Purchaser copies of any licensing inspection reports within five (5) business days of receipt of such reports.

Section 13.2 Staffing

The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements per Wis. Stat. §85.21(3m) (b), (bm), (d) and (dm). All drivers shall be selected and employed or contracted with by Provider. Purchaser shall have no responsibilities to drivers, including but not limited to, responsibility for the payment of wages, the provision of workers' compensation or unemployment compensation insurance and benefits, or the provision of other insurance or benefits. Provider shall act with reasonable diligence and safety in the hiring, training, discipline and termination of drivers, all of which shall be the responsibility of Provider, and for which Purchaser shall have no responsibility. All drivers shall be equipped with and able to use fully operational cellular telephones.

Article 14 Miscellaneous Provisions

Section 14.1 Successors and Assigns

The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives to the other party to this Agreement and to the Successors, executors, administrators, permitted assigns, legal representatives of such other party in respect to all provisions of this Agreement.

Section 14.2 No Construction against Either Party

This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

Section 14.3 Multiple Originals

This Agreement may be executed in multiple originals, each of which, together shall constitute a single Agreement.

Section 14.4 Legal Protections

It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of either party of any immunity, liability limitation or other protection available to either party under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either legal or contractual, provide a greater benefit to the Purchaser shall apply unless the Purchaser elects otherwise.

Section 14.5 Waiver

A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Section 14.6 Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any even rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent his entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Section 14.7 Choice of Law and Venue

This Agreement shall be construed and interpreted in accordance with the Laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceedings arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Green Lake County, Wisconsin.

Section 14.8 Survival

The warranties, representations and covenants of this Agreement shall survive the completion of the Services under this Agreement or any termination of this Agreement.

Article 15 Matching, Level of Effort and Earmarking

Situation #1:

Situation #1- No requirement for matching, level of effort, or earmarking
No matching, level of effort, or earmarking requirement.

Article 16 Payment and Allowable Costs

Any grant funds not expended by Provider in the fiscal year need to be returned to Purchaser at the end of the calendar year.

Article 17 Records

Section 17.1 Maintenance of records

The Provider shall maintain and retain such records and financial statements as required by State and Federal laws, rules, and regulations.

Section 17.2 Access to records

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review the Provider's compliance with Contract requirements for the use of the funding.

Article 18 Reporting

The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by the Purchaser. All reports shall be supported by the Provider's records (See Article 18 "Records"). All reports shall be hand delivered to the Purchaser or sent to the Purchaser via registered mail at the address listed in this contract.

The following reports are required:

Monthly:

- the total number of one-way passenger trips per reporting period by passenger type
- the total number of one-way passenger trips per reporting period by trip purpose.
- the total number of service hours per reporting period.
- the total number of service miles per reporting period.
- the total copayments received per reporting period.
- the total voluntary contributions received per reporting period.
- the total number of waivers granted per reporting period.

Semi – Annually:

- Wis Admin Code Trans §1.08(1) and (2) require the county to provide reports to WisDOT on a semiannual basis, therefore, the Provider needs to get the raw data to the Purchaser to complete and place in the report.

Article 19 Resolution of Disputes

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the Contract and Chapter 68, Wis. Stats.

Article 20 Renegotiation or Termination of this Contract

Section 20.1 Cause for Renegotiation or termination of this Contract

Provider's failure to comply with any part of this Contract may be considered cause for termination of this Contract.

Section 20.2 Renegotiation of this Contract

Either party may renegotiate this Contract. Renegotiation of this Contract must be agreed to by both parties by a written addendum signed by their authorized representatives.

Section 20.3 Termination of this Contract

Either party may terminate this Contract by a 60 day written notice to the other party.

Upon termination, the Purchaser's liability shall be limited to payments under the terms of the Contract for services provided by the Provider up to the date of termination. If the Purchaser terminates the Contract for reasons other than non-performance by the Provider, the Purchaser may, in its sole discretion, compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties. If the Purchaser terminates the Contract for the Provider's failure to comply with the Contract, the Provider may be liable for any additional costs the Purchaser incurs for replacement services.

Article 21 Services to be provided

Section 21.1 Description of services

For each eligible client referred by the Purchaser, the Provider agrees to provide the following services:

Rides will be provided to elderly persons (over age 55) and disabled persons living within the City of Berlin and within a five-mile radius around the city. Service shall be provided with an three (3) passenger, wheelchair lift equipped van. The services shall be a flexible, door-to-door service. Individuals wishing to schedule a ride must call the Berlin Senior Center to schedule the ride. Medical trips shall take priority over all others and all rides shall be scheduled on a first come first served basis. The service is fee based and can be reduced or waived by the project manager in cases where the rider is unable to pay.

The goal of the service is to promote the general public health and welfare by providing transportation services for seniors and individuals with disabilities, and to thereby improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to those people who would not otherwise have an available or accessible method of transportation.

Section 21.3 Inability to provide quality or quantity of services

The Provider shall notify the Purchaser in writing and delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services. Upon such notification, the Purchaser and Provider shall determine whether such inability will require a change or termination of this Contract. (See Article 21 "Renegotiation or termination of the Contract.")

Section 21.4 Documentation of quality and quantity of services

The Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under the Contract. The Purchaser reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this Contract.

Section 21.5 Standards for performance in delivery of services

The Purchaser will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet Contract goals and expected results, the Purchaser may reduce or terminate the Contract. When providing these services, the Provider agrees to meet the following standards of performance:

- A. Quarterly rider reports will be submitted by the 15th of April, July, October and January
- B. Annual financial reports will be submitted by January 31st.

Section 21.6 Assessing performance in delivery of services

The Purchaser retains sole authority to determine whether the Provider's performance under the Contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the Purchaser's care manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and the Contract.
- B. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate, with the Purchaser in implementing the Purchaser's program for assessing client satisfaction with services. The Purchaser reserves the right to require the Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall submit all performance and other program reports listed below:
- G. [list the performance and other program reports here]

Article 22 Special Provisions for High Risk Contract

- *Not Applicable*

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

DATE: December 1, 2020

TO: Committee of the Whole

FROM: Jodie Olson

RE: Berlin Senior Center Meal Program Agreement with Green Lake County

BACKGROUND: As part of the Senior Nutrition Program at the Senior Center, we have an agreement to get reimbursed for meal costs thru a grant administered by Green Lake County. The agreement outlines the program requirements and that the reimbursement rate will be \$5.50/meal, which is the same as last year.

The Nutrition program has a budget of \$35k and we recoup \$20-\$25k of that in grant funding thru Green Lake County.

RECOMMENDATION: Recommend to Common Council to approve the CY2021 Agreement Between Green Lake County DHHS and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.

GREEN LAKE COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES

Health & Human Services
571 Cty Rd A; PO Box 588
Green Lake, WI 54941-0588
Phone: 920-294-4070
Fax: 920-294-4139
Email: glcdhhs@co.green-lake.wi.us



Fox River Industries
222 Leffert St; PO Box 69
Berlin, WI 54923-0069
Phone: 920-361-3484
Fax: 920-361-1195
Email: fri@co.green-lake.wi.us

2021 Berlin Senior Center Agreement

Purchaser:

Green Lake County Department of Health & Human Services
571 County Road A
Green Lake, WI 54941
Telephone #: (920)-294-4070 Fax #: (920)-294-4139
glcdhhs@co.green-lake.wi.us

Berlin Senior Center Meal Site

Name: City Of Berlin/Jodie Olson

Agreement Information

Agreement Amount:	\$5.50 per meal
Services to be provided:	Provide Meals 5 days per week (Monday-Friday)
Agreement Period:	January 1, 2021 – December 31, 2021

AGREEMENT

This agreement made the 1st of January 2021 by and between Green Lake County, hereinafter designated the Program, and the City of Berlin hereinafter designated the Company.

Now, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. The Company Shall:

1. Prepare meals and other food for service to the following Program Meal site(s): Berlin Senior Center. Meals are to be prepared five days per week, Monday through Friday, with the exception of federal holidays.
2. Prepare meals containing at least 1/3 minimum daily requirements for an older adult according to the following specifications:
 - a. 3 oz. of lean meat, poultry, fish (2 oz in casserole-type dishes).
 - b. Three 1/2, cup serving of fruit and/or vegetables per day.
 - c. One serving of grains.
 - d. One teaspoon butter or fortified margarine in individual pats.
 - e. One 1/2, cup serving dessert (optional).
 - f. One 1/2, pint milk (2/5 and/or lower fat content).
 - g. At least 1 good source of Vitamin C per meal.
 - h. At least 3 rich sources of Vitamin A per week.
3. Comply with the Federal, State, and local laws, regulations governing the preparing and handling of food.
4. Procure and keep in effect all necessary licenses and permits.
5. Complete meal preparations and have meals ready for delivery no later than 11:00 a.m.
6. Provide meals for the Program at a cost of \$5.50 per meal. Per meal costs may be reviewed by both parties as necessary for possible adjustment. If a satisfactory adjustment is not resolved, either party may terminate with a thirty (30) Days written notice.
7. Forward to the Program an accounting, itemized by day, for all meals served for the month. COUNTY shall within 30 days of the receipt of such accounting pay COMPANY for such meals at the per meal price.
8. Shall make available nutritional analysis of menus upon request.

B. The Program Shall:

1. Pay the monthly invoice within 30 days of receipt of the Company's accounting for

the prior month.

Miscellaneous

1. Governing Law, This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.
2. No Amendment to this agreement shall be valid and effective unless made in writing and signed by an authorized representative of each of the parties.
3. This Agreement may not be assigned without the express written permission of the other party, which consent shall not be unreasonable withheld.
4. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
5. The parties acknowledge that they will not hold themselves out as an agent, partner, or co-venturer of the other and that this Agreement is not intended and does not create and agency, partnership, joint venture or any other type of relationship, except the contract relationship established herein.
6. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, properly addressed as indicated below:
To County: County of Green Lake
Attn: County Clerk
571 County Road A
Green Lake, WI 54941
7. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
8. Nothing contained within this Agreement is intended to be a waiver or estoppel of the parties' or their insurers' right to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52 and 345.05.

BY: Green Lake County

BY: City of Berlin

Catherine J. Schmit
County Administrator
Date:_____

Jodie Olson
City Administrator
Date:_____

DATE: December 1, 2020

TO: Committee of the Whole

FROM: Jodie Olson

RE: Berlin Locks Lease with DNR

BACKGROUND: The twenty-year lease with the DNR for the Berlin Locks area expired June 1, 2020. The DNR has sent a renewal lease for us to consider which would run Nov 1, 2020 thru October 31, 2040 for a fee of \$1. I have included the original lease and the new proposed lease for you to review. Since the 2000 lease came into effect, the City has made many improvements to the Locks area through grant funding.

RECOMMENDATION: Refer to Plan Commission for discussion and action as appropriate.

Document Number

Document Title

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**LEASE OF STATE-OWNED
PUBLIC ACCESS SITE**

Section 23.09(10), Wis. Stats.
Form 3700-008

DRAFT

THIS STATE-OWNED PUBLIC ACCESS SITE LEASE ("Lease") is made by and between the State of Wisconsin Department of Natural Resources ("Lessor") and City of Berlin, a body corporate ("Lessee"), which are collectively referred to herein as "Parties".

RECITALS

WHEREAS, the Lessor is the fee title owner of lands abutting Upper Fox River in the City of Berlin, Green Lake County, Wisconsin, described herein as the "Premises," and commonly known as the Berlin Locks;

WHEREAS, the Premises includes a parking lot, picnic tables, fishing pier, restroom facility, ("Facilities") used for public day use;

WHEREAS, the Parties wish to continue to provide adequate access to Upper Fox River for public use including boating, fishing, and day use;

WHEREAS, it is the policy of the Lessor to cooperate with local units of government in providing adequate access to the waters of this State; and

WHEREAS, the Department may enter into this Lease pursuant to ss. 23.09(2) and 23.09(10), Wis. Stats. and NR 1.48, Wis. Admin. Code.

NOW THEREFORE, for \$1.00 and other good and valuable consideration and in accordance with the mutual covenants herein set forth, the Lessee hereby leases the Premises, as more fully described below, for the purposes of constructing, operating, maintaining, repairing, removing and replacing Facilities providing public access to Upper Fox River.

I. PREMISES

The Premises is depicted on the attached Exhibit "A" and more particularly described as follows:

Part of the E ½ of the NW ¼, Part of the W ½ of the NE ¼ and Part of the NE ¼ of the NE ¼ of Section 16, Township 17 North, Range 13 East, City of Berlin, Green Lake County, Wisconsin, that is further described below:

All that part of government Lot 1 and 2 lying North of the present main channel of the Fox River and East of the slough; except lands described in Certified Survey Map No. 1824, recorded in Volume 8 Page 1824 of Green Lake County Certified Survey Maps, also excepting and specifically intending by DNR to retain and maintain rights to control and manage water levels of the Fox River by the structures and equipment located on the above described property.

II. TERM AND TERMINATION

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Land - LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Bill Peterson (L-_____)

Parcel Identification Numbers (PIN):
026018770000

- A. This Lease shall become effective on the 1st day of November 2020, and it shall terminate on the 31st day of October 2040. The Lessor and Lessee agree that this Lease shall terminate if fee title to the Premises is transferred.

The Lessor or the Lessee may terminate this Lease by providing 90 days written notice to the other party of its decision and reason to terminate. In the event of termination, the Lessee shall surrender the Premises to the Lessor. Any improvements made by the Lessee shall become the property of the Lessor upon termination.

- B. This Lease may be renewed upon mutual written agreement of the Lessor and the Lessee.

III. LESSEE'S USAGE

- A. Based on the availability of funding designated by the City of Berlin, including grants in aid, the Lessee may repair, replace, remove, construct, and maintain the Facilities on the Premises. Lessee shall maintain the Premises and will continue to allow access for public use for boaters, anglers, hikers, swimmers, bird watchers, and other users of nearby public lands and waters. The Lessee may regulate in a fashion that is not inconsistent with the Lessor's hunting, trapping and fishing regulations and policies addressing potential uses of the area including discharge of firearms.
- B. The Lessee shall provide the Lessor with a 30-day written notice of any development and or construction plan of any scheduled non-routine maintenance work subject to the limitations on usage in Section IV, unless such work is required or needed on an emergency basis. The Lessor shall approve, modify or disapprove any construction plans submitted by the Lessee. The Lessee shall comply with applicable State and local floodplain regulations.
- C. The Lessee shall comply with § 106 of the National Historic Preservation Act, the Endangered Species Act, State of Wisconsin Historical Society guidelines and other applicable federal and state legislation.
- D. The Lessee shall:
- i. Maintain the Premises in a neat, safe, sanitary, and useable condition.
 - ii. Maintain responsibility for all maintenance duties and upkeep of the Premises.
 - iii. Provide fire protection in a manner to preserve and protect the property and public safety.
- E. The Lessee may post signs and posters along the Premises in order to delineate and locate the Premises as being available for public use and to inform the public of the source of funds used for development and/or maintenance of the Premises. The Lessee may post zoning signs in accordance with local ordinances based upon III.B. The Lessor reserves final approval authority for any additional signs or memorials to be placed on the Premises. Lessee shall obtain Lessor's prior written permission for any sign or memorial except that Lessee may add signs stating property is owned by the Lessor and managed by City of Berlin without obtaining this prior permission.

Comment [KRL-D1]: R

IV. LIMITATIONS ON USAGE

- A. Any and all improvements made to the Premises shall be accessible to persons with physical disabilities in accordance with the Americans with Disabilities Act.

- B. The Lessee shall open the Premises to the general public subject to reasonable rules and regulations, fees and charges, as the Lessee deems necessary for the management and operation of the Premises. Admission fees, if any, charged by the Lessee shall not exceed those established in s. 30.77(3)(e), Wis. Stats. and NR 1.91(11), Wis. Admin. Code. If the Lessee establishes a fee charge for the use of the landing, the Lessee must maintain financial records that will be open to the Lessor's examination at any time. The fund created by the fees must be used to help offset the cost of maintenance of the Premises. The Lessee agrees that vehicles owned by or used in the official business of Federal, State, or local government will not be charged a fee. The vehicles used either by independent contractors or agents of the Lessor or Lessee will also be permitted to park and launch without payment of fee.
- C. The Premises is open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record, or conviction record.

V. GENERAL

- A. Neither this Lease nor any right or duty of the Lessee herein may be assigned, transferred, conveyed, delegated, or contracted without the prior written permission of the Lessor.
- B. The Lessee agrees to save, keep harmless, defend, and indemnify the Lessor and all of its officers, employees, and agents against any and all liability claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (State or other) occurring in connection with or in any way incident to or arising out of the Lessee's occupancy, use, service, operation, or performance of work in connection with this Lease. The Lessee shall be responsible for obtaining insurance for any improvements or structures located on the Premises. This paragraph is not intended to waive or eliminate any defenses, limits on liability or immunities provided by Wis. Stat. § 893.80, *et. seq.* Lessee shall not indemnify Lessor for claims related to use or occupancy by the general public that are unrelated to an action, improvement, duty or activity by Lessee.
- C. The Lessee acknowledges that it is not an employee or agent of the Lessor.
- D. The Lessee shall have sole control of the method, hours worked, and time and manner of any performance authorized or required under this Lease other than as specifically provided herein. The Lessor reserves the right to inspect the Premises at its discretion. The Lessor assumes no responsibility for supervision or direction of the performance of the Lease by the Lessee or the Lessee's employees or agents. The Lessor further agrees that it will exercise no control over the selection and dismissal of the Lessee's employees or agents.
- E. No Cutting or trimming of trees shall be done without the prior written approval of the Lessor, except for dead and down trees that obstruct passage on the Premises may be removed without such written approval. Any trees removed from the Premises remain the property of the Lessor. All trees having commercial value including firewood shall be cut in standard lengths and be piled at a location on the Premises designated by the Lessor. All stumps, slash, waste materials and other debris shall be disposed of by the Lessee as directed by the Lessor. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Lessor. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Lessee shall report to the Lessor at least annually, the chemicals that are applied on the Premises including the date, product

trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.

- F. In connection with the performance of any work under the Lease, the Lessee agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- G. Lessor retains the right to convey easements to one or more person(s), company(s) or entity(s); provided that any such conveyance does not interfere with the rights granted hereunder.
- H. The Lessee shall secure and comply with all federal, state and local permits and licenses required for the operation, installation, operation, maintenance, repair, reinstallation, replacement, of the Facilities for Berlin Locks and river access including, without limitation, zoning, building, health, environmental permits or licenses, and shall indemnify the Lessor against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof.
- I. The Lessee will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Berlin Locks or any portion of the Premises.
- J. At all times the Lessee shall be required to provide the Lessor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Lessee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Lessee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Lessee shall furnish the Lessor the requisite certificate, or other proof of insurance showing that the Lessor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Lessee shall furnish the Lessor evidence of adequate financial responsibility on or before the effective date of the Lease. If the Lessor determines that the Lessee has not provided adequate evidence of financial responsibility, Parties shall meet to discuss whether the Lease should be terminated.
- K. All notices or other writings this Lease requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
 - i. To the Lessor: Department of Natural Resources Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
 - ii. To the Lessee: City of Berlin, PO Box 272, Berlin, Wisconsin 54923.
 - iii. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
- L. The provisions of Chapter NR 45, Wisconsin Administrative Code, remain applicable to the Facilities area and Berlin Locks. Pursuant to Wis. Admin. Code § 45.01(1), the Lessor retains

management, supervision, and control over the Premises for the purpose of enforcing Wis. Admin. Code Ch. NR 45 when needed to protect the Premises or the public.

- M. All rights, duties and responsibilities of the Lessee shall take effect upon the signature of the Lessee.
- N. The Parties acknowledge that the ability to perform the duties identified in this Lease is limited by the resources allocated by the City of Berlin Board and/or by the limits associated with available state and/or federal funds and the City's appropriations to match those funds.
- O. This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- P. This Lease contains the entire agreement between the parties relating to the subject matter of this Lease and supersedes all prior understandings and agreements between the Parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as herein set forth in this Lease. The Lease may not be changed except by a written document executed and acknowledged by the Lessor and the Lessee.
- Q. If any term or condition of this Lease shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- R. Enforcement of this Lease may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Lease, either to restrain or prevent the violation or to obtain any other relief.
- S. The individuals signing below represent and warrant that they have been duly authorized to execute this Lease on behalf of their respective entities.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF the Lessor has caused this instrument to be executed on its behalf this ____ day of _____, 20__.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Facilities and Lands Bureau Director

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 20__, the above named Terry H. Bay, Facilities and Lands Bureau Director for the State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Aubrey F. Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

IN WITNESS WHEREOF the Lessee has caused this instrument to be executed on its behalf and accepts the terms and conditions this _____ day of _____, 20__.

City of Berlin

By _____ (SEAL)

*Name Jodi Olson,
City Administrator, City of Berlin

State of Wisconsin)
) ss.
_____ County)

Personally came before me this _____ day of _____, 20__, above named Jodi Olson, City Administrator, City of Berlin, to me known to be the person who executed the foregoing instrument and acknowledged that he or she executed and delivered the same as for the act and deed of City of Berlin.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

* Print Name

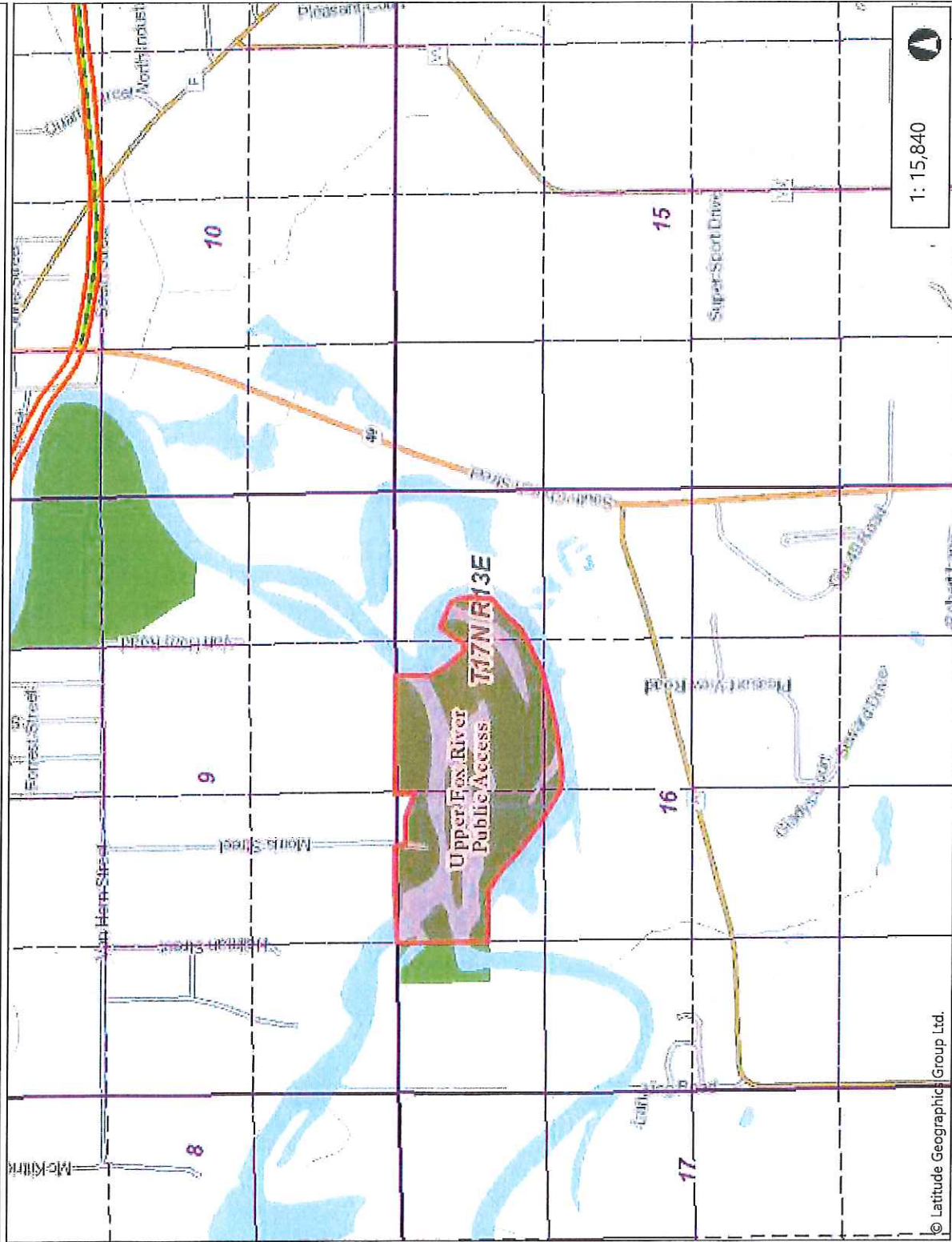
This instrument drafted by:
State of Wisconsin
Department of Natural Resources

EXHIBIT "A"

Map of Premises; legal description if too lengthy to be included in text of document.



Draft Berlin Locks Lease



0.5 Miles
0 0.3 0.5 Miles
Map created: 10/8/2020
Projection: NAD_1983_HARN_Wisconsin_TM
© Latitude Geographic Group Ltd.

DISCLAIMER: The information shown on these maps has been obtained from various sources and are of varying age, reliability and resolution. These maps are not intended to be used for navigation nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <https://dnr.wi.gov/legal/>

Map Features

- Shallow Water Shipwreck
- Project Boundaries--Cartograph
- DNR Shooting Ranges--75K in
- DNR
- COUNTY
- PRIVATE
- Trout Waters
- CLASS I
- CLASS II
- CLASS III
- State Trail
- Ice Age Trail
- North Country Scenic Trail
- State Natural Area Project Bou
- Natural Area Parcel Ownership
- Non-DNR
- WI DNR
- Voluntary Public Access(VPA)
- VPA (Hunting, Fishing, Trapping, V
- THAP (Turkey Hunting Only)
- Stewardship Grant Acquisition:
- County Forest
- Board of Commissioners of Pu
- Hunting Closed/Restricted Are:
- DNR Owned
- Open to All Activities
- Open to Hike and Fish, No Hunt/Tr
- Open to Hike, Hunt/Trap, No Fish
- Open to All, No Trapping
- Open for Game Activities Only, No

Notes

1: 15,840

Document Number

LEASE

State of Wisconsin
Department of Natural Resources
PO Box 7921
Madison, Wisconsin 53707-7921

Lease of State-Owned Access Site
Form 3700-008 (R 1/00) Page 1 of 4

Completion of this agreement is required under s. 23.09(2)(h), Wis. Stats.
Personally identifiable information requested on this form will be used for managing public access sites
and is unlikely to be used for other purposes.

CITY INFORMATION

Agency or Organization
City of Berlin

Authorized Representative Name: Last First MI
Olson Jodie

Position Title
Clerk, City of Berlin

Street Address	City	State	ZIP Code
PO Box 272, 108 N Capron Street	Berlin	WI	54923

PROPERTY INFORMATION

Waterbody Name	Property Name
Fox River	Upper Fox River Lock and Dam Access Site, Berlin

Street Address	City	State	ZIP Code
Morris Street	Berlin	WI	54923

County Name	Town Name
Green Lake County	Berlin

Park System	Access Site Name
Berlin City Park	Upper Fox River Lock and Dam Access Site, Berlin

LEASE TERM AND CONDITIONS

THIS LEASE is entered into by and between the State of Wisconsin Department of Natural Resources, hereinafter referred to as DNR and the City of Berlin, hereinafter referred to as City; and

WHEREAS, the DNR and the City wish to provide adequate access to the waters above for public use including boating and fishing; and

WHEREAS, it is the policy of the DNR to cooperate with local units of government and private cooperators in providing adequate access to the waters of the State; and

WHEREAS, land now owned by the DNR located at City of Berlin provides space for boaters and fishers seeking access to these waters of the Upper Fox River and;

WHEREAS, the Department may enter into this lease pursuant to S 23.09(2), Stats., and section NR 1.48, Wisconsin Administrative Code.

NOW THEREFORE, for and in consideration of the covenants herein set forth, the DNR leases unto the City the above-described property for the purpose of development and/or maintenance including constructing, operating, maintaining, repairing, removing and replacing with or without state or federal grants in aid, a public access to the above waterbody which shall become a part of the Park system named above and shall be known as the Access site named above.

Recording Area

Name and Return Address:

REGISTER OF DEEDS:

Please return original order(s)
Promptly after recording.

I. PREMISES

T17N, R13E, Town of Berlin, Green Lake County, Wisconsin

Section 16: All that part of Government Lot 1 & 2 lying North of the present main channel of the Fox River and East of the slough; all more particularly shown on attached map marked as Exhibit "A", except lands described in Certified Survey Map No. 1824 recorded in Volume 8, Page 1824 of Green Lake County Certified Survey Maps; Also excepting and specifically intending by DNR to retain and maintain rights to control and manage water levels of the Fox River by the structures and equipment located on the above described property.

II. TERM AND TERMINATION

- A. This lease shall become effective when signed by both parties and recorded and shall remain in effect for a period of 20 years commencing on June 1, 2000 and may be modified or renewed upon written agreement of both parties.
- B.
 - 1. The City may terminate the lease with the DNR by providing ninety (90) days written notice of said termination. In the event the City terminates the lease, the City shall assume compliance responsibility for any other grants accepted by the City for the property and satisfy those responsibilities to the satisfaction of the grantors.
 - 2. The DNR may terminate this lease/easement with the City in the event that:
 - a. The City breached any term or condition of the Memorandum of Agreement or the lease and said breach remains uncorrected for a period of sixty (60) days from receipt of the DNR's written notification of said breach by the City. In the event the City breached any term or condition of the Memorandum of Agreement or the lease from the DNR the City shall assume compliance responsibility for any state or federal recreation grant fund assisted areas; OR
 - b. The DNR determines that the continued use of the premises as a public access site would be inconsistent with the management needs or objectives of the DNR or the State of Wisconsin. In exercising its termination rights under this provision the DNR shall give the City 180 days notice of termination and reimburse the City for developed improvements on the remaining useful life values of the improvements, subject to the availability of future appropriations.
 - c. DNR represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this lease exists that would inhibit the ability of the City to possess and improve the property as contemplated by this lease. If, however, such prohibitive conditions are discovered, either DNR shall take all steps reasonably necessary to remove such conditions or the intent of this lease agreement being frustrated, the lease shall terminate.

III. CITY'S USAGE

- A. The City may develop, repair, replace, remove, construct, and maintain an access site for public use including parking and launch facilities for boaters, fishers, hikers, bird watchers, and other users of local public lands. The City may also develop shore fishing, sanitary, and picnic facilities. The City may regulate, in a fashion that is not inconsistent with the DNR's guidelines, uses of the area including swimming and the discharge of firearms. All activities must be consistent with the purpose for which the land was originally acquired.
- B. The City may require and impose town or county rules and regulations pertaining to user fee payments for boat launching, shore fishing and vehicles using a described parking area. If fees are charged for boat launching, such fees shall not exceed the fee charged for daily entrance into State Parks, unless a higher fee is approved by the DNR according to s. NR 1.91, Wis. Adm. Code.
- C. The City shall comply with all applicable State Statutes, NR Codes and local regulations pertaining to navigable waters, permits, floodplain and dam safety.
- D. The City shall comply with all State of Wisconsin Historical Society guidelines for development of the described area. When Federal funds were used to originally acquire the property, the City must comply with Section 106 of the National Historic Preservation Act, the National Environmental Policy Act, the Endangered Species Act and other applicable Federal legislation.
- E. The City shall maintain the area in a neat, safe, sanitary, and usable condition, remove litter and solid waste and in compliance with the standards in s. NR 1.91(8), Wis. Adm. Code. The area should be operated in a manner to achieve safety, preserve and protect property, public health and welfare.

- F. The City shall post signs or posters at the access site, which identify the property for public use and inform the public of the source of funds used for the development and/or maintenance of the area. The City agrees that any advertising or display material relating to the access site shall clearly identify the property as owned by the DNR and under the management and control of the City.

IV. LIMITATIONS ON USAGE

- A. The City shall design and maintain the public access site to meet Americans with Disabilities Act (ADA) Standards for public boat launching, shore fishing and restroom purposes.
- B. DNR's vehicles shall be exempt from any and all user fees while said vehicles and/or boats and trailers are being used on official business or official discharge of duties.
- C. In the exercise of its rights herein, including but not limited to the operation of the property as a public access site, the City shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.
- D. In connection with the performance of work under this lease, the City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the City further agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

V. GENERAL

- A. Neither this lease nor any right or duty of the City herein shall be assigned, transferred, conveyed, delegated, or contracted without prior written permission of the DNR.
- B. The City agrees to save, keep harmless, defend, and indemnify the DNR and all of its officers, employees, and agents against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the City's occupancy, use, service, operation, or performance of work in connection with this lease.
- C. The City shall be responsible for obtaining insurance for any and all improvements or structures located on subject property.
- D. The City acknowledges that it is not an employee or agent of the DNR.
- E. The City shall have sole control of the method of work to be performed, hours worked, and the time and manner of any performance under this lease other than specifically provided herein. The DNR assumes no responsibility for supervision or direction of the performance of the lease by the City or the City's employees or agents. The DNR further agrees that it will exercise no control over the selection and dismissal of the City's employees or agents.

VI. OTHER MUTUALLY AGREED UPON CONDITIONS

NONE.

IN WITNESS WHEREOF, these individuals as authorized representatives of their respective party's sign and agree to the terms of this lease.

Authorized Representative Name (Print)	Signature	Date
Jodie Olson, Clerk	<i>Jodie Olson</i>	5-16-00

STATE OF WISCONSIN
COUNTY OF GREEN LAKE

Personally came before me this 16th day of May, 2000, the above-named Clerk, City of Berlin, Jodie Olson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Nancy L. Trochimaki

Notary Public State of Wisconsin

My Commission expires/is 04-01-01

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary:

By: State Real Estate Director, Natural Resources

Name: Last	First	MI	Signature	Date
Steffes	Richard	E.	<i>Richard E. Steffes</i>	7-10-00

STATE OF WISCONSIN
COUNTY OF DANE

Personally came before me this 10th date of July, 2000, the above-named Real Estate Director of the Wisconsin Department of Natural Resources, Richard E. Steffes, to me known to be the person who executed the foregoing in the capacity therein stated and for the purpose therein contained.

Cheryl B. Housley

Notary Public State of Wisconsin

My Commission expires/is March 21, 2004

This instrument was drafted by the Department of Natural Resources.

DATE: December 1, 2020

TO: Committee of the Whole

FROM: Jodie Olson

RE: 2021 Wage Adjustment Resolution for Non-Union Employees

BACKGROUND: Attached is a resolution to send to Common Council authorizing the 2021 wage increase for non-union employees. Union employee increases are governed by the union contract. As budgeted for, both union and non-union will receive the same 2.5% increase.

RECOMMENDATION: Recommend to Common Council to approve and adopt 2021 Wage Adjustment Resolution for non-union employees.



RESOLUTION #20-18

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN
ESTABLISHING WAGE ADJUSTMENT
FOR
NON-UNION EMPLOYEES FOR 2021

WHEREAS, the Common Council of the City of Berlin did approve a 2.5% wage increase for all qualified non-union personnel with a full-time or part-time status with the 2021 budget; and

NOW, THEREFORE BE IT RESOLVED, that the salaries for all affected positions budgeted for accordingly, be increased by 2.5% for 2021.

PASSED, ADOPTED, AND APPROVED, this 8th day of December 2020.

Roll Call Vote:

___ Ayes ___ Nays ___ Absent

CITY OF BERLIN

Approved as to form:

Mayor

City Attorney

Attest:

City Clerk

Date: December 1, 2020

To: Committee of the Whole

From: Midge Seaman and Susan Thom, Deputy Clerks

Re: Fee Schedule Change

BACKGROUND: We would like to make a recommendation to change the fee schedule to comply with the State of Wisconsin Statute 174.053(1) Issuance of Kennel License Fee which states "License tax of \$35.00 for 12 or fewer dogs and an additional \$3.00 for each dog in excess of 12".

Current Fee: \$35.00

ernmental commission shall cause the notices under subs. (1) and (2) to be published.

History: 1979 c. 289; 2003 a. 133.

174.053 Multiple dog licenses. (1) **MULTIPLE DOG LICENSE OPTION.** Any person who keeps more than one dog may, instead of the license tax for each dog required by this chapter, apply to the collecting official for a multiple dog license for the keeping of the dogs. Such person shall pay for the license year a license tax of \$35 for 12 or fewer dogs and an additional \$3 for each dog in excess of 12. Upon payment of the required multiple dog license tax and upon presentation of evidence that all dogs over 5 months of age are currently immunized against rabies, the collecting official shall issue the multiple dog license and a number of tags equal to the number of dogs authorized to be kept by the person.

(2) **MULTIPLE DOG LICENSE TAGS.** Multiple dog license tags shall be made in a form so that they may be readily distinguishable from the individual license tags for the same year. The owner or keeper of dogs for which a multiple dog license has been issued shall keep at all times a multiple dog license tag attached to the collar of each dog over 5 months old kept by the owner or keeper under a multiple dog license, but this requirement does not apply to a dog during competition or training, to a dog securely confined indoors, to a dog while hunting, or to a dog securely confined in a fenced area. An owner or keeper may transfer a multiple dog license tag from a dog that the owner or keeper no longer owns or keeps to another dog if the other dog is currently immunized against rabies. The rabies vaccination tag or substitute tag shall remain attached to the dog for which it is issued at all times, but this requirement does not apply to a dog during competition or training, to a dog securely confined indoors, to a dog while hunting, or to a dog securely confined in a fenced area. No dog bearing a multiple dog license tag shall be permitted to stray or to be taken anywhere outside the limits of the owner's or keeper's premises unless the dog is in leash or temporarily out for the purposes of hunting, breeding, trial, training, or competition.

(3) **APPLICABILITY OF OTHER REQUIREMENTS.** Unless clearly inapplicable, all the provisions of this chapter relating to the individual dog license tax, licenses, and tags shall apply to the multiple dog license and tags.

History: 1979 c. 289 ss. 12, 18, 19, 21; 1981 c. 285; 1983 a. 451; 1991 a. 39; 2001 a. 16.

174.054 Exemption for owners of dogs kept for educational or scientific purposes. Sections 95.21 (2) (a), 174.05 (1) and 174.07 (1) (a) do not apply to a person who owns dogs that are kept only for educational or scientific purposes.

History: 1983 a. 451.

174.055 Exemption of dogs for blind, deaf and mobility-impaired. Every dog specially trained to lead blind or deaf persons or to provide support for mobility-impaired persons is exempt from the dog license tax and every person owning such a dog shall receive annually a free dog license from the local collecting officer upon application.

History: 1979 c. 247; 1985 a. 67.

174.06 Listing. (1) **RESPONSIBILITY TO LIST.** Every town, village and city shall annually, by September 1, ascertain by diligent inquiry the dogs owned or kept within the assessment district.

(2) **LISTING OFFICIAL; GENERALLY.** In a city or village the listing official is the municipal clerk, unless the common council or village board provides by ordinance or resolution for the appointment of a different person. In a town, the town board shall designate a person to be the listing official.

(3) **COMPENSATION.** (a) Except as provided in par. (b), a listing official who is not a full-time, salaried municipal employee shall receive as compensation 50 cents for each dog listed, or a greater amount established by the county board by ordinance or resolution, to be audited and allowed by the county board as other claims against the county and to be paid out of the dog license fund. A listing official who is a full-time, salaried municipal employee

shall receive this compensation from the county board but shall be required to pay the compensation into the town, village, or city treasury.

(b) In a county in which an agreement under s. 174.10 (2) is in effect, the intergovernmental commission shall pay the compensation required under par. (a).

(4) **COOPERATION WITH LISTING OFFICIAL.** Every person shall answer frankly and fully all questions asked by the listing official relative to the ownership or keeping of dogs within the district.

(5) **RECORDS.** The listing official shall enter in the records for personal property assessments, or in a separate record, all dogs in the district subject to tax, to whom they are assessed, the name, number, sex, spayed or unspayed, neutered or unneutered, breed and color of each dog. The listing official shall make in triplicate a list of the owners of all dogs assessed.

(6) **MULTIPLE DOG LICENSE RECORDS.** The listing official shall make in triplicate a list of the names of persons holding multiple dog licenses and the number of dogs kept by each of those persons.

(7) **LIST DELIVERY.** The listing official shall, by September 15, deliver one copy of the list under sub. (5) or (6) to the county clerk and one copy to the official to whom license taxes are paid under s. 174.08, and retain one copy for his or her files.

(8) **ASSESSMENT OR TAX ROLL.** Dog licenses need not be entered on any assessment or tax roll other than the lists prepared by the listing official under subs. (5) and (6). These lists may be deemed property assessment and tax rolls for all tax collection purposes.

History: 1973 c. 90, 333; 1975 c. 290, 421; 1977 c. 29 s. 1650m (4); 1979 c. 289; 1981 c. 285, 314; 1983 a. 451; 2001 a. 16; 2003 a. 133.

174.065 Collection. (1) **COLLECTING OFFICIAL.** The collecting official is any city, village, or town treasurer or other tax collecting officer or any person deputized by the treasurer or tax collecting official, unless the common council or village or town board provides by ordinance or resolution for the appointment of a different person. Veterinarians and humane societies may voluntarily become collecting officials for a city, village, or town if the governing body of the city, village, or town by resolution or ordinance provides that veterinarians and humane societies may be collecting officials for the city, village, or town. In a county in which an agreement under s. 174.10 (2) is in effect, the intergovernmental commission is also a collecting official for a city, village, or town if the governing body of the city, village, or town by resolution or ordinance provides that the intergovernmental commission is a collecting official.

(3) **COLLECTION OF DELINQUENT DOG LICENSE TAXES.** Delinquent dog license taxes may be collected in the same manner as in s. 74.55 and ch. 799 for the collecting of personal property taxes.

History: 1979 c. 289 ss. 14, 24; 1981 c. 285; 1987 a. 378; 2001 a. 16; 2003 a. 133.

174.07 Dog licenses and collar tags. (1) (a) *License required.* Except as provided in s. 174.054, a dog license is necessary for the keeping of any dog over 5 months of age.

(b) *Licenses.* Upon payment of the required dog license tax and, except as provided in s. 95.21 (9) (d), upon presentation of evidence that the dog is currently immunized against rabies, the collecting official shall complete and issue to the owner a license for the dog bearing a serial number and in the form prescribed by the department stating the date of its expiration, the owner's name and address, and the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog.

(c) *Copies.* The collecting official shall keep a duplicate copy of the license on file. In counties having a population of 750,000 or more, the collecting official shall immediately send to the county clerk or whatever agency the county board may direct, a triplicate copy of the license. A collecting official who is not the official to whom license taxes are paid under s. 174.08 shall provide a copy of each license issued to the official to whom license taxes are paid under s. 174.08.

