

COMMON COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 12, 2023 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE
Meeting ID: 859 0514 0084 Passcode: 123456

1. Call to order/Roll Call
2. Seat Virtual Attendees (if necessary)
3. General Public Comments. Registration card required (located at podium in Council Chamber).

CONSENT AGENDA: The Consent Agenda contains items which staff considers to be routine and have already been discussed and recommended by a committee, board or commission at a previous meeting. Staff recommends that Council act on all of these items on a single roll call vote. If any member of Council wishes to have any item removed from the Consent Agenda and discussed, the Council member may request that item be removed from the Consent Agenda prior to the adoption.

4. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
5. Written reports from the City Clerk, Treasurer, and Building Inspector.
RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
6. Minutes from the November 7 & 14 Common Council Meeting. RECOMMENDATION: Approve the minutes from November 7 & 14, 2023 Common Council Meetings.
7. Bills List. RECOMMENDATION: Approve the list of bills for payment.
8. Bank Account Creation for TID Funds and Internal Employee Benefits Funds.
RECOMMENDATION: Accept recommendation from Committee of the Whole to approve opening two new bank accounts for TID funds and Internal Employee Benefits Fund.
9. Uncleared Check Financial Policy & Update. RECOMMENDATION: Accept recommendation from Committee of the Whole to approve Uncleared Check Financial Policy.

END OF CONSENT AGENDA

10. Potential Developer Presentation RECOMMENDATION: Listen to presentation with action as appropriate with discussion in open and closed session.
11. 2024 Standardized Special Assessment Schedule. RECOMMENDATION: Accept the City Engineer recommendation on the updated 2024 Standardized Special Assessment Schedule.

12. 2024 – 2029 Waste Management Garbage & Recycling Contract. RECOMMENDATION: 1) Waive Committee of the Whole discussion on this item. 2) Approve the 2024- 2029 Waste Management Service Contract and authorize the appropriate signatures.
13. 2024 – 2029 Taxi Shared Ride Service Contract with LIR Transportation LLC. RECOMMENDATION: 1) Waive Committee of the Whole discussion on this item. 2) Approve the 2024- 2029 Taxi Shared Ride Service Contract with LIR Transportation LLC and authorize the appropriate signatures.
14. Plan Commission Request to utilize City Attorney to explore concepts related to Indoor Horticulture Operations in the B-1 and possibly M Districts. RECOMMENDATION: Accept recommendation from Plan Commission and authorize City Attorney to work with Staff on possible Indoor Horticulture Operations Ordinance suggestions.
15. 107 W Huron Raze & Repair Property. RECOMMENDATION: Listen to presentation with action as appropriate.
16. Poll Worker Appointments. RECOMMENDATION: Approve and appoint the list of additional poll workers as presented from January 1, 2024 to December 31, 2024.
17. Resignation from Police & Fire Commission. RECOMMENDATION: Accept the resignation of Daniel Johnson from Police & Fire Commission effective immediately.
18. Appointment to Police & Fire Commission. RECOMMENDATION: Accept the appointment of Ron Ross to the Police & Fire Commission with term ending May 1, 2025.
19. School Resource Office Memorandum of Understanding with Berlin Area School District Modification. RECOMMENDATION: Approve School Resource Officer MOU with Berlin Area School District as presented.
20. Fee Schedule & Municipal Forfeiture Bond Schedule RECOMMENDATION: Approve the Fee Schedule and Municipal Forfeiture Bond Schedule as presented for 2024.
21. Resolution #23-14 Establishing Wage Adjustment for Non-Union Employees for 2024. RECOMMENDATION: Approve Resolution 23-14 Establishing a Wage Adjustment for Non-Union Employees for 2023.
22. Resolution #23-15 Budget Adjustment for City Attorney Fees. RECOMMENDATION: 1) Waive Committee of the Whole Discussion. 2) Approve Resolution #23-15 Budget Adjustment for legal expenses exceeding city attorney retainer for contract year 2022-2023.
23. Resolution #23-16 2024 Budget Adjustment Contingency. RECOMMENDATION: 1) Waive Committee of the Whole Discussion. 2) Approve Budget Adjustment Resolution #23-16 for Contingency.

24. 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.)
25. New Business (To be used to request items of new business be put on a future agenda)
26. Motion to convene into closed session pursuant to pursuant to Sec 19.85(1)(e), of the WI Statutes, to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. *(1) Discussion on possible Developer Contract*
27. Reconvene into open session and take appropriate action as a result of closed session discussion.
28. 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.

CITY OF BERLIN
PAYROLL FOR NOVEMBER - 2023
NET PAYROLL

	PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY	Ambulance	
	11/10/2023	23	General City	46,679.38			
	11/10/2023	23	Utility		11,922.99		
	11/10/2023	23	Ambulance			34694.27	
	11/10/2023	23.01	Ambulance - Trantor			63	
	11/24/2023	24	General City	52,728.92			
	11/24/2023	24.01	General City - McDowell	2,431.97			
	11/13/2023	23.01	General City - Juan	110.45			
	11/24/2023	24	Utility		12,424.36		
	11/24/2023	24	Ambulance			36804.89	
			TOTAL MONTHLY PAYROLL	\$101,950.72	\$24,347.35	71562.16	

CITY OF BERLIN BUILDING REPORT November 2023

TYPE OF PERMIT	MONTH			YEAR TO DATE			LAST YEAR TO DATE		
	No.	Estimated Value	Permit Cost	No.	Estimated Value	Permit Cost	No.	Estimated Value	Permit Cost
Single Family Residence	1	\$150,000.00	\$450.00	3	715,000.00	1,954.89	3	800,000.00	1,484.93
Multi-Family Residence	0	\$0.00	\$0.00	2	640,000.00	1,236.72	0	0.00	0.00
Residential Alteration	4	\$100,000.00	\$588.25	47	690,797.00	3,767.26	47	732,090.52	4,351.06
Residential Addition	0	\$0.00	\$0.00	3	35,000.00	435.00	6	24,935.00	320.00
Residential Garage	0	\$0.00	\$0.00	3	78,000.00	636.68	2	24,360.00	265.47
Residential Garage Alteration				0	0.00	0.00	0	0.00	0.00
Commercial Building	0	\$0.00	\$0.00	1	750,000.00	557.44	1	250,000.00	1,488.98
Commercial Alteration	0	\$0.00	\$0.00	10	1,563,680.00	9,515.08	1	11,800.00	59.00
Commercial Addition	0	\$0.00	\$0.00	3	110,000.00	940.00	1	9,500.00	105.00
Signs	0	\$0.00	\$0.00	9	108,871.00	1,089.12	5	38,300.00	394.50
Miscellaneous	2	\$6,455.00	\$100.00	15	75,355.00	855.00	17	51,800.00	910.00
Demolition	0		\$0.00	4	0.00	300.00	1	0.00	150.00
Hospital				0	0.00	0.00	0	0.00	0.00
Church				0	0.00	0.00	0	0.00	0.00
School				0	0.00	0.00	0	0.00	0.00
Driveways	0	\$0.00	\$0.00	3	17,100.00	160.00	6	38,902.00	200.00
Trailer Homes				0	0.00	0.00	0	0.00	0.00
Total Building Permits	7	\$256,455.00	\$1,138.25	103	4,783,803.00	21,447.19	90	1,981,687.52	9,728.94
Commercial Plan Approval				0	0.00	0.00	0	0.00	0.00
Plumbing Permits	4	\$26,591.00	\$164.70	22	180,848.00	1,714.11	23	359,844.00	1,882.70
Electrical Permits	2	\$1,879.00	\$50.00	29	308,944.00	2,622.91	32	877,855.00	4,065.84
Heating Permits	4	\$65,986.00	\$642.97	22	246,981.00	3,673.43	22	818,336.00	3,170.17
				0	0.00	0.00	0	0.00	0.00
Total Permit Fees	17	\$350,911.00	\$1,995.92	154	4,916,510.00	26,307.13	167	4,037,722.52	18,847.65

CITY OF BERLIN SPECIAL COMMON COUNCIL MEETING MINUTES
TUESDAY November 7, 2023
IMMEDIATELY FOLLOWING THE COMMITTEE OF THE WHOLE MEETING
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

Mayor Bruessel called the November 7, 2023 Special Common Council meeting to order at 9:22 pm. Roll call present: Ald. Burgess, Nigbor, Dretske, Stobbe, Boeck, and Durtschi.

No Public Comments.

Dretske made a motion to waive further discussion of the Nativity Scene from Committee of the Whole, with a second by Burgess and motion carried via voice vote. Dretske made a motion to authorize the Nativity Scene in the Fireman's Park and refer the matter to the Park's and Recreation Commission for further discussion. Burgess seconded the motion and motion carried via voice vote.

Stobbe made a motion to adjourn, seconded by Dretske, carried by voice vote. Meeting was adjourned at 9:24 pm.

Sara Rutkowski, City Clerk

MINUTES
CITY OF BERLIN
SPECIAL COMMON COUNCIL MEETING
TUESDAY, NOVEMBER 14, 2023 6:30 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

Mayor Bruessel called to order the November 14, 2023, Special Common Council meeting on the 2024 budget at 6:30 p.m. Roll call present: Ald. Boeck, Nigbor, Stobbe, Dretske, Erdmann and Burgess. Staff present: City Administrator Rutkowski.

There were no virtual attendees.

City Administrator Rutkowski provided an overview and answered questions on the 2024 budget. Mayor Bruessel opened the public hearing on the 2024 budget and called three times for those in favor. No one spoke. He called three times for those to speak against. No one spoke. Mayor Bruessel closed the public hearing. Ald. Nigbor moved to accept the 2024 Budget as presented and adopt Resolution #23-13, with a second by Stobbe. Roll call vote resulted in five (5) ayes, one (1) abstention, and zero (0) nays, motion carried.

Ald. Boeck moved to adjourn at 6:40 p.m. Ald. Burgess seconded the motion which carried by voice vote.

Sara Rutkowski, City Clerk

CITY OF BERLIN COMMON COUNCIL MEETING MINUTES
TUESDAY, November 14, 2023 AT 7:00 pm
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

The Mayor called the meeting to order at 7:00pm, Roll Call resulted in five (5) present; Boeck, Burgess, Durtschi, Nigbor and Stobbe. One (1) absent – Dretske. Staff in attendance: Sara Rutkowski, Brian Pulvermacher, Tim Ludolph, Rebecca Bays, Attorney Chier, Office Alex Schmidt, and Caitlin Hilgart.

No Virtual Attendees to seat.

There was one Public Comment registration card completed by Zach Bays. Bays, W1428 County Rd AA expressed concerns with the Nativity Scene. Mayor Bruessel thanked him for his concerns.

The following items were listed on the Consent Agenda for approval and adoption: 4) Waive the reading of all ordinances and resolutions adopted at this meeting; 5) Receive and place on file the written reports for the City Clerk, Treasurer and Building Inspector; 6) Approve the minutes from October 10, 2023; 7) Approve the Bills List. 8.) Accept Recommendation from the Cemetery Board to approve the purchase of cemetery truck and kiosk. 9) Accept the Cemetery Board recommendation to update the Cemetery Rules & Regulations. 10) Accept the Recommendation from Police and Fire Commission to accept PD Union Wage Agreement. 11) Accept the Committee of the Whole Recommendation to create an assigned GL Account to hold any funds donation to "Save the Pool". Boeck made a motion to accept the Consent Agenda. Burgess seconded the motion and it passed on a roll call vote of five (5) ayes.

12) Burgess made a motion to accept the appointment of Ros Ross to the Zoning Board of Appeal with a term ending November 1, 2024. Nigbor seconded the motion which carried on a voice vote.

Item #13 was a TID Façade and Building Improvement Application from Fungi Fusion LLC. Alexandra Rogers from Fungi Fusion was present to answer any questions related to her request for funds. Burgess made a motion to approve the match amount for the TID Façade and Building Application for Fungi Fusion LLC. Stobbe seconded the motion that passed on a voice vote.

Next was the TID Building Improvement Application for Fox River Property Management. Wyngate Barraclough, property owner was present to answer questions. Nigbor made a motion to approve the TID Building Improvement for Fox River Property Management. Boeck seconded the motion that passed in a voice vote.

Item #15 was the Anderson Vicious Dog Appeal Hearing. Rutkowski filled in as Prosecutor for the City of Berlin. Attorney Chier advised this is a quasi-judicial situation requiring cross examination of witnesses.

The City's first witness was Steven Dane. Rutkowski asked Dane to explain what happened May 29, 2023 when he was walking his dog near Riverside park. Dane stated that he was walk his dog and saw another and owner their dog approaching him, he crossed the street and Anderson crossed following him. Anderson's dog Kai, broke off the leash and attacked Dane's dog. Dane states due to medical issues he is unable to jump in and break up a dog fight. Attorney Heil asked questions on behalf of Anderson. Attorney Heil asked Dane what animal he thought bit first and what kind of leash he had on his dog.

Next witness called was Hailey Ferron that was not present.

Officer Bennett was called as a City witness next. He states that he was dispatched to the animal attack. Officer Bennett explained once he arrived and information that was provided in the police report. Officer Bennett said he contacted Anderson later on his shift when he notified that she was at the hospital receiving treatment for bits that she sustained during the fight. Rutkowski asked what facilitated or contributed to the event taken place. Officer Bennett stated an animal at large was a factor but didn't think the question was relevant. It was an unprovoked attack. Attorney Heil asked Officer Bennett if his knowledge of what transpired was off of what other people had told him and to elaborate more on terms he used in his explanation.

Next witness was Courtney Kurth. Rutkowski asked Kurth to explain the incident that happened between her dog and Anderson's dog on September 21, 2023 at their apartment complex located at 260 N. Washington St. Berlin. Kurth stated that he was taking her dog out and stopped in the mail room between the double doors in the entrance was of the apparent complex. Kurth stated that she had her dog on a leash tucked behind her leg in the corner, when the door opened and Anderson's dog rushed in and attacked her dog in the neck. That is why Kurth decided to call the Police. Attorney Heil asked Kurth if her and Anderson's dog had interactions or incidence before. Council had no questions.

Officer Schmidt was assigned to the case at 260 N. Washington St. He described what happened when he arrived at the property. Officer Schmidt stated that mark about an inch or two in length on the underside of Kurth's dogs' neck and a large amount of hair was missing from the dog. Officer Schmidt spoke with Anderson to see her side of the situation and she explained as a mutual combat between the dog and see what kind of leash she had her dog on. Anderson stating that it was a retractable leash unsure of how far it was let out or in the locked position. Anderson provided pictures of her dog's injury a little later. Officer Schmidt later learned about a previous incident with Anderson's dog in May 2023 and deemed Anderson's dog vicious. Attorney Heil asked Officer Schmidt if in his investigation if he came cross anything that would suggest that Anderson's dog had routine or habitual tendency to attack other dogs and if he could tell upon arrival whether the fight in inside the double doors or outside. Officer Schmidt answered no to both questions, but stated that there were tufts of hair outside the door way. Council asked Officer Schmidt to clear up questions on his report. Kurth stated that the tuft of hair was both on the inside and outside of the door when she left. The City had no more witnesses to call.

Attorney Heil for the defense called John Borst next. Borst lives in the same apartment complex as Kurth and Anderson. Borst said he has almost daily interactions with Anderson's dog for the last 3 years and referred to the dog as a big baby. He had never observed anything that shows Anderson's dog to be vicious. Borst also states that he has had interactions with Kurth's dog that is also not vicious, the two dogs just don't like each other. Attorney Heil and Rutkowski questioned Borst about his interaction with both dogs.

Attorney Heil called Michael Lucas as a witness next. Lucas lived with Anderson now for almost four years. Attorney Heil asked Lucas to assume he has daily interactions the Anderson's dog and to describe his observations the dog's demeanor. Lucas described the dog to be a big lazy dog, very laid back, and easygoing. Attorney Heil asked Lucas if he ever saw the dog act negatively with other dogs. Lucas stated with other dogs and at dog parks he wouldn't describe it as negatively maybe very excited but not super vicious.

Last to the stand was Ashley Anderson. Attorney Heil asked Anderson to explain in her words what happened in the first incident on May 29, 2023. Anderson said she was out on a walk with her dog on a retractable leash no more than two feet in length. Anderson admitted that the leash did slip out of her

hands as they got close the river. Anderson panicked and tried to get the dog fight broken up knowing that there was blood on her hand and her dog but did not know what animal had bit her or started the attack. Anderson's dog did have holes in his ear and a cut on his neck after the fight. Attorney Heil asked Anderson prior the May incident how long Anderson had owned the dog and if something like this has ever occurred before. Anderson said she had the dog since a puppy a few weeks old and the dog is great round kids and never bit anyone before. Anderson stated that Kurth and herself spoke about getting the dogs together to see if the dogs would get along prior to the September attack. Anderson said at the time of the attack, her dog was on a leash with a lead out further because she was the only person outside and was taken by surprise with Kurth's dog attack and unable to pull her dog back. Anderson states that she has taken her dog to a behaviorist that said Anderson dog is very protective and gave Anderson different recommendations on training her dog. Rutkowski asked Anderson to confirm statements that had been made in both attacks. Rutkowski and Anderson if she has continued on the training courses with Simply Smith LLC, which Anderson replied with no at this time due to financial and time constraints. Council asked Anderson to elaborate on her future plan and training with her dog.

Council took a 5-minute break.

At Closing statements, Attorney Heil stated that we have two incidences involving Anderson's dog that are both troubling incidences, they don't prove that Anderson's dog has habitual or routine tendency to attack. Attorney Heil indicating that the question is only if the attacks fit in the Ordinance of a Vicious Dog. Rutkowski stated that Anderson admitted to losing control of the leash, not taking her dog to professional training, and even Anderson's behaviorist indicated that Anderson needs better control of her dog to keep everyone safe. It is the owner's responsibility to maintain control of their dog to keep other people and animals safe. Anderson had two incidences with both people and animal injuries.

Attorney Chier provided a definition of the City Ordinance of a Vicious Dog. Attorney Chier also explained to Council what to take into consideration and stick to the record when making their deliberation. Without objection the Mayor accepted all pictures and documents that have been submitted in the packet and by Attorneys onto the record. Each Council member then expressed their thoughts concerning the situation. Durtschi made a motion to affirm the Officers determination that Anderson's dog meets the definition of a vicious dog. Nigbor seconded the motion that passed on a voice vote.

At 8:40p.m. Burgess made a motion the seat Dretske. Stobbe seconded the motion that passed on a voice vote.

Next item was the Family Dollar Stores of Wisconsin, LLC Beer & Liquor Alcohol Beverage License Application. Boeck made a motion to approve the Class "A" Beer and "Class A" Liquor License Application from Family Dollar Stores of Wisconsin, LLC for license year 2023-2024 for location at 758 Broadway Street, contingent upon passing the required inspections. Nigbor seconded the motion that passed on a voice vote.

Item #17 was the 107 W. Huron Raze & Repair. Ludolph had spoke with the property owner recently and stated that there has not been much to update. The scaffolding had been removed from the sidewalk and the owner hopes to have widows and rear roof work done in the next few weeks. Discussion was held, no action was needed.

Item #18 was the 2024 Senior Transportation Purchase of Service Contract. Rutkowski stated #18 and #19 are very similar. These contracts that we get every year from Green Lake County for the grants to be able to do the meal and transportation programs for the Senior Center. There was discussion held on the contract. Dretske made a motion to waive the Committee of the Whole discussion and #18 and #19. Stobbe seconded the motion that passed on a voice vote. Dretske made a motion to Approve the 2024 Purchase of Service Contract with Green Lake County Department of Health & Human Services and authorize the appropriate signatures and Approve the 2024 Agreement between Green Lake County DHHS and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures. Durtschi seconded the motion and passed on a voice vote.

Next was the Nuisance Property Process Update. Ludolph presented updates on the letters that had been mailed out in April and issues that have been addressed. Discussion was held and no action was need.

Item #21 was the 2024 Shared-Ride Taxi Grant Application. Dretske made a motion to waive the Committee of the Whole discussion on this item. Burgess seconded the motion passing on a voice vote. Rutkowski stated that the City applies for this every year. It is the grant we get to help provide the shared taxi in the community. Nigbor made a motion to approve staff to apply for the 2024 WisDOT Public Transit Assistance Program and DOT Capital Expenditures Grant and authorize any needed signatures. Stobbe seconded the motion passing in a voice vote.

Next item was the Taxi Contract Award for 2024-2029 services. Rutkowski shared the information that no action could be taken because the DOT had not approved anything at that point.

There was no Old Business.

New Business was requested by Burgess for a future date to go over some personal evaluations in closed session.

Burgess made a motion to adjourn at 9:04p.m. and Nigbor seconded the motion which carried on a voice vote.

Caitlin Hilgart, Deputy Clerk



CITY OF BERLIN

12/01/23 12:30 PM

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*Check Summary Register©

NOVEMBER 30 2023

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
69130 AMERICAN TEST CENTER	11/2/2023	\$1,260.00	2023 - ANNUAL SAFETY INSPECTION OF FI
69131 APCO INTL, INC	11/2/2023	\$104.00	2024 - MEMBERSHIP DUES
69132 ASSOCIATED APPRAISAL CONS	11/2/2023	\$1,916.67	2023 - NOVEMBER - PROFESSIONAL SERVI
69133 BERLIN JOURNAL NEWSPAPER	11/2/2023	\$529.00	BUDGET HEARING PRINT
69134 CHIER LAW OFFICE LLC	11/2/2023	\$1,639.45	2023 - SEPT/OCT - MUNICIPAL COURT MISC
69135 CORPORATE NETWORK SOLUTI	11/2/2023	\$5,642.80	Acer Monitor - AP desk
69136 CVIKOTA MBS	11/2/2023	\$3,599.84	2023 - OCTOBER - COLLECTIONS PRINCET
69137 EMC INSURANCE COMPANIES	11/2/2023	\$37,643.68	2023 - NOVEMBER - GENERAL LIABILITY IN
69138 GFL SOLID WASTE MIDWEST LL	11/2/2023	\$636.19	2023 - NOVEMBER - GARBAGE/RECYCLE -
69139 J. F. AHERN COMPANY	11/2/2023	\$173.88	2023 - SEPTEMBER - FIRE EQUIPMENT INS
69140 MUTUAL OF OMAHA	11/2/2023	\$355.08	2023 - NOVEMBER - LIFE ADD CONTRIBUTI
69141 THEDACARE AT WORK	11/2/2023	\$42.00	EMS DRUG TEST - DOBBERSTEIN
69142 TRANSCENDENT TECHNOLOGIE	11/2/2023	\$948.00	ANNUAL SOFTWARE MAINTENANCE - TAX
69143 W.S. DARLEY & CO	11/2/2023	\$728.16	HELMET, BLKT W/R F-SHIELD
69144 WISCONSIN PROFESSIONAL PO	11/2/2023	\$301.00	2023 - OCTOBER - UNION DUES
69145 ZIETLOW PROPERTIES, LLC	11/2/2023	\$900.00	EMS HOUSE RENTAL AT 169 RIPON RD
69146 BAYCOM INC	11/3/2023	\$120.00	NEW SQUAD RADIO PROGRAMMING
69147 BERLIN JOURNAL NEWSPAPER	11/3/2023	\$155.00	500 TRANSMITTAL MEMOS
69148 BLYSTONE TOWING & RADIATO	11/3/2023	\$1,282.69	VEHICLE SERVICE
69149 GATEWAY TECHNICAL COLLEG	11/3/2023	\$175.00	TACTICAL RESP INSTR - S.STRAHAN
69150 KIESLER POLICE SUPPLY, INC	11/3/2023	\$325.00	OPERATING SUPPLIES FOR BPD
69151 KNETZGER, NOAH	11/3/2023	\$128.53	FORENSIC INT TRAINING
69152 SONDALLE FORD LINCOLN MER	11/3/2023	\$837.96	VEHICLE MAINTENANCE- 2023 FORD EXP
69153 THEDACARE LABORATORIES	11/3/2023	\$127.50	LEGAL BLOOD DRAWS - PATIENT 79179,79
69154 WAUSHARA COUNTY SD	11/3/2023	\$75.00	CIVIL PROCESS PAPERS
69155 CAREW CONCRETE & SUPP CO,	11/10/2023	\$2,511.50	ROAD WORK FOR CITY OF BERLIN
69156 CHARTER COMMUNICATION II	11/10/2023	\$602.94	2023 - NOVEMBER - ENTERPRISE PHONE
69157 CULLIGAN WATER	11/10/2023	\$8.75	WATER AT CITY HALL
69158 FARRELL EQUIPMENT & SUPPL	11/10/2023	\$2,647.00	HUMIDIFIER FOR OAKWOOD CHAPEL
69159 GORDON FLESCH	11/10/2023	\$299.55	2024 - OCTOBER - CLERK COPIES
69160 INTERSTATE BATTERIES	11/10/2023	\$150.95	BATTERIES FOR DPW
69161 MODERN RENTALS INC	11/10/2023	\$54.99	MOWER PARTS
69162 PQL	11/10/2023	\$75.00	BULBS FOR CITY HALL
69163 WAYNE CONSULTANTS & MFG, I	11/10/2023	\$108.78	FEEDER CAP
69164 ALCIVIA	11/21/2023	\$6,788.35	OFF ROAD FUEL
69165 BERLIN JOURNAL NEWSPAPER	11/21/2023	\$135.00	LIQUOR LICENSE ADV -FAMILY DOLLAR
69166 BERLIN WATER & SEWER UTILI	11/21/2023	\$22,262.52	2023 - OCTOBER - WATER & SEWER SERVI
69167 BRIGHTSPEED	11/21/2023	\$562.10	2023 - OCT - PHONE USE - CITY HALL
69168 CHARTER COMMUNICATION	11/21/2023	\$224.97	2023 - 11/13-12/12/23 - INTERNET SERVICE -
69169 COMMAND CENTRAL, LLC	11/21/2023	\$645.00	HMA AGREEMENT 01/01/2024-12/31/2024
69170 DTN, LLC	11/21/2023	\$536.00	2023 - DECEMBER - RADAR CONTROL
69171 ED'S TRACTOR REPAIR, LLC	11/21/2023	\$75.85	PARTS FOR SWEEPER DPW
69172 FIRE INSPECTION SERVICES IN	11/21/2023	\$1,582.50	2023 - OCTOBER - FIRE INSPECTION SERVI
69173 FLEETCOR TECHNOLOGIES	11/21/2023	\$1,118.84	2023 -OCTOBER - FUEL USE-DPW
69174 GOODRICH HOME FURNISHING	11/21/2023	\$167.21	BOX SPRINGS FOR EMS HOUSE
69175 ITU ABSORBTECH, INC.	11/21/2023	\$73.79	2023 - OCTOBER - UNIFORM SERVICE
69176 KUNKEL ENGINEERING GROUP	11/21/2023	\$5,787.09	2023 - SEPTEMBER - INSPECTIONS
69177 LUDOLPH, TIM	11/21/2023	\$118.68	WEDA BEST PRACTICES CONFERENCE
69178 MODERN RENTALS INC	11/21/2023	\$31.98	BLOWER BELT FOR CEMETERY
69179 OTA	11/21/2023	\$150.00	SEW NAME TAGS ONTO PROTECTIVE FIRE
69180 PINE BLUFF EMBROIDERY	11/21/2023	\$30.00	EMBROIDERY ON ANDY'S SHIRTS
69181 PLANTZ, DENNIS W	11/21/2023	\$251.76	2023 - NOVEMBER - HEALTH INSURANCE R
69182 PRINCETON UTILITIES	11/21/2023	\$403.66	2023 - 09/16-10/16 - UTILITIES FOR EMS
69183 QUINN, R D PLUMBING	11/21/2023	\$150.00	MAINTENANCE AT SENIOR CENTER

CITY OF BERLIN

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*Check Summary Register©

NOVEMBER 30 2023

	Name	Check Date	Check Amt	
69184	RUNNING INC. TRANSIT SERVIC	11/21/2023	\$26,403.57	2023-OCTOBER - SHARED RIDE TAXI SERVI
69185	SECURIAN FINANCIAL GROUP	11/21/2023	\$866.25	2023 DECEMBER EMPLOYEE LIFE INS. CO
69186	SONDALLE FORD LINCOLN MER	11/21/2023	\$66.20	MAINTENANCE FOR SENIOR VAN
69187	TASC	11/21/2023	\$128.00	2024 - SEPTEMBER - COBRA ADMINISTRAT
69188	WASC	11/21/2023	\$65.00	2024 MEMBERSHIP FOR REBECCA BAYS
69189	WASTE MANAGEMENT	11/21/2023	\$27,489.00	2023 - OCTOBER - GARBAGE SERVICE
69190	ZIETLOW PROPERTIES, LLC	11/21/2023	\$900.00	2023 - DECEMBER - EMS HOUSE RENTAL
69191	ZOLL MEDICAL CORP	11/21/2023	\$134.03	4 LEAD CABLE EMS
69193	BAKER & TAYLOR	11/21/2023	\$2,828.52	8 UNITS FOR BPL
69194	BREWER HEATING INC	11/21/2023	\$130.00	SERVICE CALL AT BPL
69195	GORDON FLESCH	11/21/2023	\$139.09	COPIES AT BPL
69196	LISA OBRIST	11/21/2023	\$525.00	2023 - OCTOBER - LIBRARY CLEANING
69197	MIDWEST TAPE	11/21/2023	\$584.41	2023 - OCTOBER - DIGITAL MEDIA
69198	OTA	11/21/2023	\$34.50	NAME TAGS FOR BPL
69199	WINNEFOX LIBRARY SERVICES	11/21/2023	\$34.64	2023 - SEPT - UNIQUE MANAGEMENT SERV
69200	WINNEFOX LIBRARY SYSTEM	11/21/2023	\$232.78	BOX OF STICKY RECEIPT PRINTER ROALS
	Total Checks		\$167,762.18	

Utility

CITY OF BERLIN

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*Check Summary Register©

NOVEMBER 30 2023

Name	Check Date	Check Amt	
11161 UTILITY CASH - FNB			
13196 CENTURYLINK	6/23/2016	(\$41.76)	
16777 BADGER LABORATORIES INC	11/2/2023	\$100.00	TOTAL COLIFORM BACTERIA
16778 CUMMINS SALES AND SERVICE	11/2/2023	\$1,311.54	REPLACE THE FAN HUB ADJUSTMENT BOL
16779 GFL SOLID WASTE MIDWEST LL	11/2/2023	\$319.83	STANDARD TRASH/RECYCLING SERVICE 1
16780 GREAT LAKES ROOFING	11/2/2023	\$8,000.00	WELL #4 ROOF
16781 INTERSTATE BATTERIES	11/2/2023	\$106.80	4 SLA1075
16782 U S CELLULAR	11/2/2023	\$351.48	MONTHLY SERVICE CHARGE 10/16/23 - 11/
16783 U S POST OFFICE - POSTMASTE	11/2/2023	\$768.06	MONTHLY BILLS FOR NOVEMBER
16784 USA BLUEBOOK	11/2/2023	\$216.82	MILL DISCHARD HOSE/COUPLINGS
16785 CUMMINS SALES AND SERVICE	11/9/2023	\$2,103.06	WELL #6 FULL SERVICE W BATT R&R
16786 FLEETCOR TECHNOLOGIES	11/9/2023	\$169.12	GAS USAGE FOR OCTOBER 2023
16787 LINCOLN CONTR SUPPLY INC	11/9/2023	\$443.26	PAINT & FLAGS
16788 WALTCO INC	11/9/2023	\$891.85	PICK UP SAMPLES FOR BADGER LABS
16789 BADGER LABORATORIES INC	11/17/2023	\$1,945.35	BOD/SS/TOTAL PHOS/ AMMONIA
16790 BERLIN CITY TREASURER	11/17/2023	\$1,152.03	UTILITY GAS/DIESEL
16791 BRIGHTSPEED	11/17/2023	\$62.83	LOCAL SERVICE 11/9/23 - 12/8/23
16792 CCP INDUSTRIES INC.	11/17/2023	\$35.74	RAIN JACKETS
16793 CINTAS	11/17/2023	\$366.12	MOP/MOP PARTS/MATS
16794 COMPASS MINERALS	11/17/2023	\$5,355.18	COARSE SOLAR SALT
16795 KOPPLIN & KINAS CO., INC.	11/17/2023	\$4,870.80	LAFAYETTE STREET RECONSTRUCTION P
16796 LINCOLN CONTR SUPPLY INC	11/17/2023	\$134.16	WINTER GLOVES
16797 MARTELLE WATER TREATMENT	11/17/2023	\$5,717.44	LIQUID ALUMINUM SULFATE
16798 NOLTES SERVICE & TOWING	11/17/2023	\$543.91	TOW- 2006 INTERNATIONAL WORKSTAR 74
16799 NORTH CENTRAL LABORATORI	11/17/2023	\$45.70	BUFFER SOLUTION
16800 STRAND ASSOCIATES, INC	11/17/2023	\$5,300.00	DIGESTER MIXING/PIPING DESIGN
16801 BUTZIN, GERALD	11/21/2023	\$69.53	Utility Billing Credit Refund
16802 BADGER STATE WASTE LLC	11/21/2023	\$19,393.76	BIOSOLIDS HAULING
16803 BERLIN CITY TREASURER	11/21/2023	\$984.54	OCTOBER/NOVEMBER INTERNET/PHONE
16804 ESRI, INC	11/21/2023	\$440.00	ARCGIS DESKTOP BASIS MAINTENANCE
16805 BERLIN CITY TREASURER	11/27/2023	\$28,602.55	NOVEMBER 2023 PAYROLLS
16806 CASSIDY, JORDAN	11/27/2023	\$50.00	NOVEMBER 2023 EMPLOYEE PREMIUM
16807 HAHN, CHAD	11/27/2023	\$50.00	NOVEMBER 2023 EMPLOYEE PREMIUM
16808 KING SALES GROUP LLC	11/27/2023	\$690.00	VACUUM BREAKERS
16809 LANGHAM, JENNIFER	11/27/2023	\$25.00	NOVEMBER 2023 EMPLOYEE PREMIUM
16810 MALNORY, BRIAN	11/27/2023	\$50.00	NOVEMBER 2023 EMPLOYEE PREMIUM
16811 MARKOWSKI, JOSEPH	11/27/2023	\$50.00	NOVEMBER 2023 EMPLOYEE PREMIUM
16812 SOBIESKI, RICHARD L	11/27/2023	\$50.00	NOVEMBER 2023 EMPLOYEE PREMIUM
16813 THOM, MATTHEW	11/27/2023	\$75.00	NOVEMBER 2023 EMPLOYEE PREMIUM
16818 BADGER LABORATORIES INC	11/29/2023	\$75.00	TOTAL COLIFORM BACTERIA
16819 CCP INDUSTRIES INC.	11/29/2023	\$1,213.76	CAP/WIPES/SCRIM/TOWELS/GLOVES
16820 FERGUSON WATER WORKS #14	11/29/2023	\$808.68	VLV BX TOP SECT/VLV BX ADPT BSE
16821 GFL SOLID WASTE MIDWEST LL	11/29/2023	\$319.83	SERVICE 12/1/2023 - 12/31/2023
16822 PUBLIC SERVICE COMM OF WIS	11/29/2023	\$49.43	WATER RATE CASE SERVICES 10/01/2023 -
16823 U S CELLULAR	11/29/2023	\$351.48	MALNORY/SOBIESKI/HAHN/VAN
16824 WI STATE LABORATORY OF HY	11/29/2023	\$254.00	NUTRIENTS B CERTIFICATION/QC STDS/PT
Total Checks		\$93,871.88	

TO: Common Council

Date: 12/12/2023

RE: Possible Development in Berlin

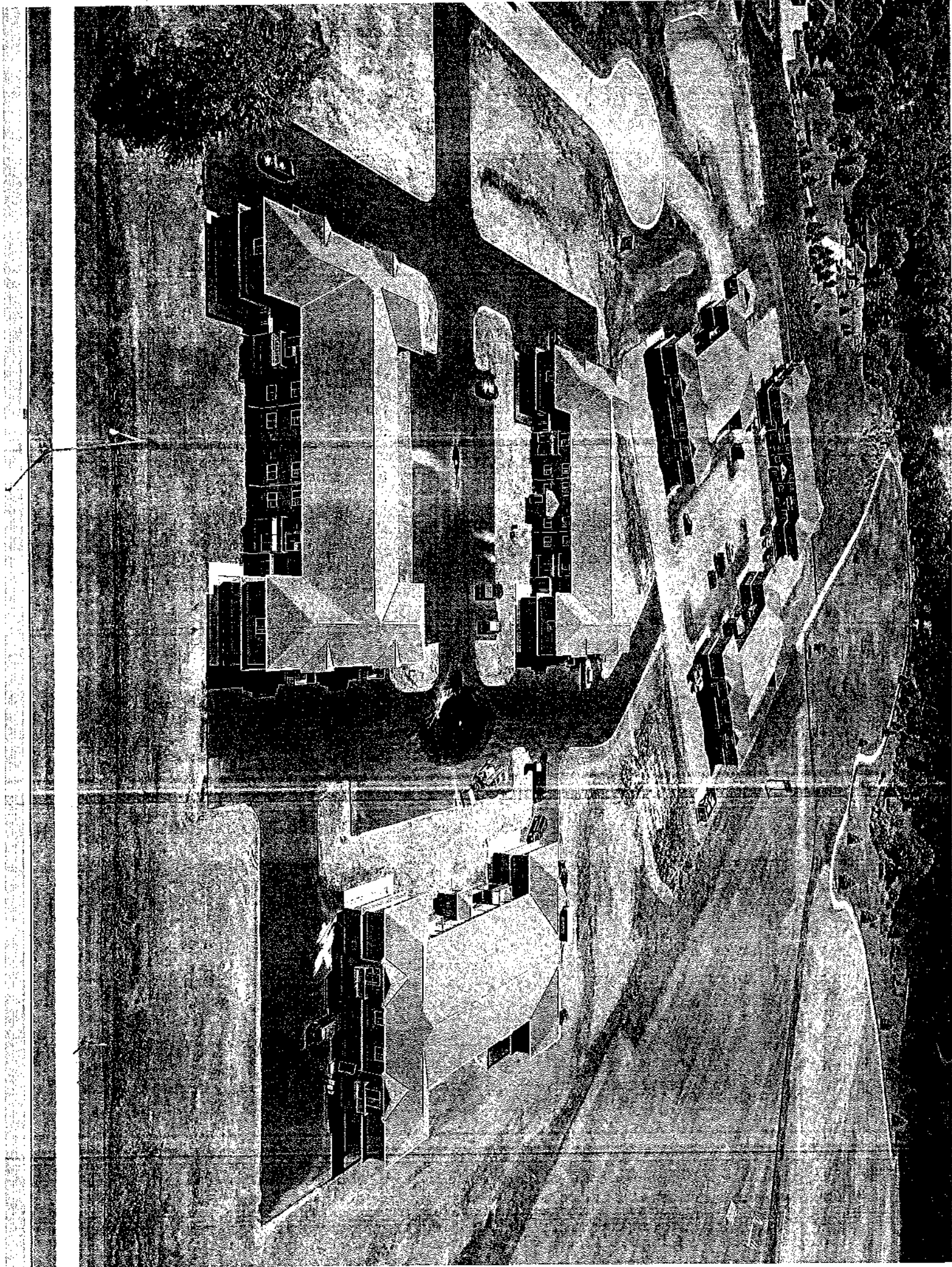
From: City Admin, Sara Rutkowski

Background:

Council expressed interest in helping a different Developer in the Oak Street area a few months ago with the possible creation of a new Tax Incremental District (TID). We have found a new developer interested in coming to Berlin to develop a unit directly to the south of the original proposed TID location. If included, this would expand the TID and include more tax increments to assist with development in that area.

I have attached the engineer's rough draft of the location and placement of the housing units, as well as a photo of a previous development this company has created in a different community. At this time, I do not see any issues with this development, it conforms to City Ordinances. It would require a zoning change from R-1 to R-3 to allow for multi-unit structures.

There will be a brief presentation from the Developer Gary, with an opportunity to discuss possible options concerning a TID in closed session.



DATE: December 12, 2023

TO: Common Council

FROM: City Admin Sara Rutkowski

RE: 2024 Standardized Special Assessment Schedule

BACKGROUND: Kunkel Engineering has reviewed and provided the annual update to the Standardized Special Assessment Schedule based on what actual expenditures have been. They are recommending a slight increase, which is consistent on what actual costs have increased.

RECOMMENDATION: Approve and adopt the 2024 Standardized Special Assessment Rate schedule as recommended by the City Engineers.

Standardized Special Assessment 2024

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Projected Cost 2024
A. STREETS												
1. Category I City pays all costs												
2. Category II After "opening" of street, Street "opening" charge		\$104.41 per foot	\$107.54 per foot	\$109.15 per foot	\$109.70 per foot	\$110.25 per foot	\$110.80 per foot	\$111.35 per foot	\$111.90 per foot	\$112.40 per foot	\$112.95 per foot	\$114.10 per foot
3. Category III See Land Development Fee - Sect. C												
B. WATER AND SEWER												
1. Category I Utility/City pays all costs												
2. Category II												
Water Main, any size		\$53.66 per foot	\$55.27 per foot	\$56.10 per foot	\$56.30 per foot	\$56.59 per foot	\$57.03 per foot	\$57.49 per foot	\$57.95 per foot	\$58.40 per foot	\$58.90 per foot	\$59.05 per foot
Sewer Main, any size		\$56.46 per foot	\$58.18 per foot	\$59.05 per foot	\$59.30 per foot	\$59.59 per foot	\$60.03 per foot	\$60.49 per foot	\$60.95 per foot	\$61.40 per foot	\$61.90 per foot	\$62.05 per foot
Water Lateral to lot line		\$1,945.10	\$1,948.00	\$1,948.06	\$1,948.06	\$1,948.06	\$1,948.06	\$1,948.06	\$1,948.06	\$1,948.06	\$1,948.06	\$1,948.06
Sewer Lateral to lot line		\$1,706.60	\$1,740.73	\$1,775.54	\$1,784.40	\$1,789.76	\$1,798.70	\$1,807.69	\$1,813.10	\$1,818.45	\$1,823.95	\$1,829.45
Comb water/sewer laterals to lot line with curb boxes		\$3,286.53	\$3,352.26	\$3,419.31	\$3,431.00	\$3,441.00	\$3,450.00	\$3,459.00	\$3,468.00	\$3,477.00	\$3,486.00	\$3,495.00
Reconnection Fee (if existing sanitary lateral is found to be PVC and/or water lateral is copper or poly)		\$300.00 per lateral	\$309.00 per lateral	\$309.00 per lateral	\$309.00 per lateral	\$308.00 per lateral	\$315.00 per lateral	\$315.00 per lateral	\$315.00 per lateral	\$315.00 per lateral	\$320.00 per lateral	\$325.00 per lateral
C. LAND DEVELOPMENT FEE (LDF)												
Total LDF broken down as follows												
1. Streets		\$283.14	\$290.84	\$295.20	\$297.60	\$299.29	\$300.79	\$302.29	\$303.65	\$305.90	\$308.40	\$318.15
2. Water & Sewer		\$79.62	\$81.42	\$82.64	\$83.05	\$83.47	\$83.89	\$84.31	\$85.15	\$86.00	\$86.90	\$92.15
3. Storm Sewer		\$69.00 per foot	\$71.07 per foot	\$73.2 per foot	\$73.60 per foot	\$74.34 per foot	\$75.08 per foot	\$75.83 per foot	\$76.20 per foot	\$76.55 per foot	\$77.00 per foot	\$78.05 per foot
4. Curb and Gutter		\$24.17 per foot	\$24.90 per foot	\$25.40 per foot	\$25.55 per foot	\$25.81 per foot	\$26.07 per foot	\$26.33 per foot	\$26.60 per foot	\$26.90 per foot	\$27.2 per foot	\$27.5 per foot
5. Engineering Review												
Amount set aside for future installation.												
Engineering for City installed improvements are included in above fees. For improvements installed by developer, an engineering review equal to 5% of the respective assessment shown above will apply.												
Above fees do not including the paving charges, which are not assessable under this policy.												

Above fees do not include the paving charges, which are not assessable under this policy or sidewalk costs which are not part of this policy.

TO: Common Council

Date: 12/12/2023

RE: Waste Management Garbage & Recycling Contract

From: Staff

Attached is the proposed 2024-2029 Garbage & Recycling Contract with Waste Management.

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 2023 (the "Effective Date") by and between WASTE MANAGEMENT OF WISCONSIN, INC., a corporation organized and existing under the laws of the State of Wisconsin (hereafter "Company"), and the City of Berlin, Wisconsin, (hereafter "City") Company and City each a "Party" and collectively the "Parties".

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

1. DEFINITIONS

a. **"Applicable Law"** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. **"Bulky Waste"** means large household items that do not properly fit in the Service Recipient's Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses. Excluded items are appliances, white goods, construction or demolition material, yard waste and Unacceptable Waste.

c. **"Cart"** means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

d. **"Collection Service(s)"** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

e. **"Contamination"** refers to materials placed in a Recyclables Container other than Recyclables.

f. **"Contamination Charge"** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating non-Recyclables placed in Recyclables Containers or for arranging special, unscheduled collections due to placement of Solid Waste in Recyclables Containers.

g. **"Dwelling Unit"** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

h. **"Multi-Family Complex"** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).

i. **"Multi-Family Dwelling Unit"** means a Dwelling Unit in a Multi-Family Complex.

j. **"Overage"** is defined as (i) Refuse or Recyclables exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse or Recyclables placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

k. **"Overage Charge"** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.

l. **"Premises"** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

m. **"Process" or "Processing"** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

n. **"Rates"** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit "A" attached hereto, as such may be adjusted from time to time.

o. **"Recyclables"** means the materials described as such in Exhibit "B" attached hereto.

p. "Refuse" means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables set out for collection pursuant to Sections 4(b)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

q. "Residential Premises" means a Single-Family Premises or Multi-Family Complex.

r. "Service Area" means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

s. "Service Recipient" means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

t. "Single-Family Premises" means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

u. "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables but excluding Unacceptable Waste.

v. "Unacceptable Waste" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. TERM.

The Term of this Agreement shall be for five (5) years commencing on January 1, 2024 (the "Commencement Date") and expiring December 31, 2028 and thereafter may be renewed for a successive renewal term of five years upon mutual agreement of the parties.

3. EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.

a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste and Recyclables generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family Premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

c. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

4. SERVICES.

a. Containers.

i. Company has provided each Single-Family Premises with one 96-gallon Cart for Refuse and one 64-gallon Cart for Recyclables. New Single-Family Premises will be provided a 96-gallon Cart for Refuse and one 64-gallon Cart for Recyclables. Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse or Recyclables generated by Dwelling Units therein, as determined by Company and the Service Recipient. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in the possession of a Service Recipient is lost, stolen, or damaged or destroyed outside of ordinary wear and tear, through no fault of Company, the City shall be responsible to compensate Company \$75.00 for the replacement or repair of such Container.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside once per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

ii. Recyclables shall be collected from the curbside once per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. Recyclables shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

c. Other Disposal Opportunities.

i. Drop Off Event. At no additional cost to the resident or the City, Company will host two (2) Bulky Waste drop off events (Spring and Fall) at Valley Trail Landfill in Berlin. Company will staff each event to be held on a mutually agreed Saturday in the Spring and again in the Fall. Residents will be able to drop off items during the agreed upon dates and hours. Dates and hours of operation will be coordinated between the City and Company. Proof of residency within the City of Berlin will be required.

ii. Bulky Waste and Solid Waste Disposal (Year-Round). Residents providing proof of residency within the City of Berlin may utilize Company's Valley Trail Landfill for disposing of Bulky Waste and Solid Waste throughout the year. Residents will be charged a flat rate of \$25.00 per trip, for loads up to five hundred (500) pounds. Loads weighing more than five hundred (500) pounds will be charged the prevailing gate rate at the Valley Trail Landfill. Regular hours at the Valley Trail Landfill are Monday through Friday, 7:30 am to 4:00 pm.

d. Service for City Facilities. At no cost to the City, Company shall provide the equipment for collection, disposal and processing of Refuse or Recyclables from the City Hall, City Garage, Library, Senior Center, Pool and Park.

e. Donation. If requested by the City by October 1 of each year during the term, Company will make an annual (once per calendar year) donation of \$1,000.00 to the City. This donation can be used for environmental related projects or events that benefit the residents of Berlin.

The City may also choose to use the money for an environmentally-friendly related scholarship program or charity. The City will determine the recipient.

f. Contamination; Overage.

i. Roll-Out Period – Education and Outreach. During the period beginning on the Commencement Date and ending on a date to be mutually agreed upon between the City and the Company (the “Roll-Out Period”), Company shall provide an education program designed to minimize instances of Contamination and Overage. During the Roll-Out Period, where Company documents that a particular Service Recipient has Contamination or Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide an electronic or mailed notice to the Service Recipient (if such contact information is provided by Customer) and list such occurrences in a report submitted to the City quarterly with the following information (a “Violation Notice”):

- Date of the offense;
- Description of the offense;
- If available, a photograph or video (or link to photograph or video);
- A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and
- A website to obtain additional information and/or receive responses to questions the Service Recipient may have.

During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge.

ii. Post Roll-Out Period. The following shall apply after the Roll-Out Period:

(1) Contamination.

(a) First and Second Occurrences. Company shall service Containers with Contamination except where there is visible Unacceptable Waste. Company shall provide a Violation Notice, where such contact information has been provided.

(b) Third and Subsequent Occurrences. Company may opt to not collect Recyclables with Contamination; in such event, the Customer may request the container be collected as Refuse, and an additional fee will apply. Alternatively, Company may collect a Container with Contamination and invoice the Service Recipient a Contamination Charge in the amount set forth in Exhibit “A”. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided.

(2) Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Company return to service the container (an additional fee will

apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge in the amount set forth in Exhibit "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse or Recyclables), Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

g. Overweight Containers. The Company may refuse to collect any Refuse or Recyclables Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

h. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

i. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. Operations support and customer service are not required to be provided on Holidays.

j. Customer Services. Company shall maintain a telephone system in operation from 8 a.m. to 5 p.m. (except weekends and holidays on which the Customer Service will be closed, including: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) and shall have sufficient equipment in place and staff available to handle the volume of calls experienced on a monthly average. Company shall provide a toll-free phone number. Company's telephone system shall offer Customers an automated "self-service decision tree", or other technology as developed to resolve common issues, followed by transfer, if necessary, to a representative and shall offer Customers placed on hold while waiting for a representative a call back option. Company will provide a call back on the next weekday.

k. Special Services. From time to time, Service Recipients may request performance of special services, for which a rate is not provided in Exhibit "A". Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.

l. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

m. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

n. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

o. Missed Pick-Ups and Complaints. All Refuse and Recyclables Containers scheduled for collection, must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one (1) week, conditions permitting. : Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one work day, conditions permitting.]

p. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon City or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases City's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to City to comply with such new laws or regulations. Before any such changed services are implemented, Company and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit "A" in order to compensate Company for implementing said changed services.

q. Natural Disasters. Company will use commercially reasonable efforts to assist City, at the City's request, with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall be responsible to replace the containers at Company's cost..

r. Quarterly Reporting to the City. Need to add language about submitting quarterly reports to the City about Contamination, Overages, Customer complaints, Missed pickups.

Service Recipient Complaint Report. Contractor will provide the City's designees a quarterly report by the 15th day of the month following the end of the prior quarter, which lists all complaints received during the quarter related to missed pickups or other complaints received from Service Recipients. This report will include (a) the date and time the complaint was received by Contractor, (b) the name, address and phone number of the Service Recipient filing the complaint, (c) the description of the issue(s) including date and location; and (d) the date and description of the Contractor's resolution of the complaint.

Overage and Contamination Report. Contractor will provide the City's designees a quarterly report by the 15th day of the month following the end of the prior quarter, listing the date and description of the contamination or overage occurrence and the name and address of the offending Service Recipient.

5. SERVICE RECIPIENT BILLING.

a. Service Recipient Billing. The City shall invoice and collect payments from Service Recipients, and shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit "A". In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients; ancillary and non-recurring charges submitted by Company will be added to such amount. The aggregate number of such Service Recipients is currently estimated by the City to be as follows as of the effective date of this Agreement: 2,200 Single-Family Premises. The City shall provide an updated Service Recipient count monthly, within ten (10) days of the end of each calendar month.

b. Company Submittal of Invoicing Information. On or before the 10th of each month, Company shall provide the City a detailed invoice for services provided based on the then-current Service Recipient count for Cart services for the previous month, as well as ancillary and non-recurring charges. The City shall pay invoices within thirty (30) days of the invoice date. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month.

6. SERVICE RATES.

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit "A" (the "Rates"), as the same may be adjusted in accordance with this Section 6.

b. Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Rates shall be increased as described on Exhibit A.

c. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection b. above, or as otherwise provided in Exhibit A regarding fuel surcharges, the Rates shall be further adjusted to capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes; provided Company submits a written request for such rate adjustment which request shall not be unreasonably denied and shall be effective from the date of Company's request to the City.:

- i. Uncontrollable Circumstance (see Section 10);
- ii. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
- iii. Increase in surcharges (except for fuel surcharges covered in Exhibit A), fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
- iv. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
- v. Increase in the cost of transportation, including fuel and third-party transportation costs, as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the U.S.
- vi. Changes in the cost of labor as determined by the U.S. Bureau of Labor Standards, Employment Cost Index CIU20100005200000I, Total compensation, Private industry, Transportation and material moving, Collective Bargaining Agreement or Actual Labor and Benefits Increases (or an equivalent).
- vii. Changes in the cost of equipment as determined by the U.S. Bureau of Labor Standards, Producer Price Index, PCU336120336120, Heavy duty truck manufacturing and costs arising from supply chain impacts (or an equivalent).
- viii. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

7. DEFAULT AND TERMINATION

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

8. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. FORCE MAJEURE

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God,

landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

11. INDEMNIFICATION

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

c. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

12. INSURANCE

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000
C. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the

required coverages. The certificate(s) shall require at least ten days' notice to the City before cancellation of any such Company policy.

13. MISCELLANEOUS PROVISIONS.

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Wisconsin, Inc.
720 E. Butterfield, 4th Floor
Lombard, IL 60148
Attn: Legal Counsel

If to City: City of Berlin
108 N. Capron St
Berlin, WI 54923
Attn: City Administrator

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF WISCONSIN, INC.

By: _____

Name: _____

Title: _____

CITY OF BERLIN, WISCONSIN

By: _____

Name: _____

Title: _____

EXHIBIT A
COMPANY RATES

RESIDENTIAL PREMISES MONTHLY FEE

96-gallon Cart for Refuse, weekly service	\$8.75 per Residential Premises
64-gallon cart for Recyclables, weekly service	\$5.35 per Residential Premises
Total	\$14.10 per Residential Premises

Cost is based on a total of approximately 2,200 households. Rates for Services will be increased annually, beginning on January 1 of each year. The rates will be guaranteed for the first year of the Agreement. Annual increases for subsequent years will be five (5%) percent. Such Rates may also be subject to further extraordinary adjustments as provided in subsection 6.c. of the Agreement

Company may petition the city for any other rate adjustments from time to time on the basis of unusual changes in its costs of doing business. In such event Company shall submit a written request for such rate adjustment, which request shall not be unreasonably denied and shall be effective from the date of Company's request to the City.

Company's pricing for curbside collection will include a fuel surcharge, based on a \$4.00 fuel table. The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: ("EIA/DOE"). If diesel fuel is below \$4.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$4.00 per gallon, the following percentages will apply to Company's base rate.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$4.00	0 Percent
\$4.00 to \$4.24	2 Percent
\$4.25 to \$4.49	4 Percent
\$4.50 to \$4.75	5 Percent
For every \$0.25 per gallon increase above \$4.75	The Fuel Surcharge will increase by 1%

The above listed Charges are for recurring services only. The Charges for all additional services listed below are rates charged as of the Effective Date of the agreement and are subject to change.

- Late payment (2.5% or \$5.00, whichever is greater)
- Contamination charge: \$5.00
- Overage/Snapshot: \$5.00

EXHIBIT B

SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any Recyclables less than 4" in size in any dimension	Propane tanks, fuel canisters
Batteries	

DELIVERY SPECIFICATIONS:

Material collected by Company may not contain Non-Recyclables or Excluded Materials.

Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").

TO: Common Council

Date: 12/12/2023

RE: Shared Taxi Ride Contract with LIR Transportation LLC

From: Staff

Attached is the proposed 2024-2029 Shared Taxi Ride Contract and Lease Agreement for the use of City of Berlin vehicles with LIR Transportation LLC. These documents come from the Department of Transportation. At this time, we do not have signatures from LIR.

**2024-2029 SHARED RIDE TAXI OPERATING CONTRACT
BETWEEN THE CITY OF BERLIN AND
LIR TRANSPORTATION LLC**

This Contract is made by and between the City of Berlin, hereinafter referred to as "City" and LIR Transportation LLC, hereinafter referred to as "Contractor."

PRELIMINARY STATEMENT

The City sponsors a Shared-Ride Taxi Service as a public transportation program to serve its residents. The City solicited proposals for the operation of this service from the period commencing January 1, 2024 and ending on December 31, 2029 and LIR Transportation LLC proposal was deemed to be most advantageous to the City and was accepted.

This contract shall include all the necessary performance standards outlined in the RFP, addendums, and the Contractor's response to that RFP by reference, including, but not limited to, service area, service standards, hours of service, service levels, handling of revenues, reservation policies, maintenance, insurance, licensing, complaint handling, promotion and publicity and other requirements.

CONTRACT CONDITIONS

The contractor shall, throughout the term of this contract, be responsible for maintaining proper licensing for operation as a taxicab company in the service area described in the RFP. All revenues collected by the provider, shall belong to the City and shall be shown as a separate line item on each invoice.

The Contractor shall submit invoices for the total number of hours of service provided to the City no more frequently than monthly, and the City shall review said invoice and reimburse the Contractor within 20 working days after receipt of a properly submitted invoice.

Additionally, the Contractor shall provide to the City within 25 days of the conclusion of any calendar month, the following reports as detailed in the RFP:

A monthly report showing total passenger trips, passenger revenue, package delivery revenue, total miles operated and total driver hours worked. The Contractor is also responsible for preparing and submitting to the City quarterly and annual reports required by the Wisconsin Department of Transportation.

The Contractor shall maintain and retain for a period of six years *or one year after the DOT program year audit is completed, whichever is longer*, driver logs and dispatch records to allow the City or the Wisconsin Department of Transportation to verify any data reported or billed to the City.

The City reserves the right to discontinue the contract's remaining option years at any time and may elect to re-bid the contract in whole or in part when changes in scheduled hours or hourly costs are not mutually acceptable between the Contractor and the City. Any such discontinuation of the contract shall have at least 120 days written notice to the Contractor, including the decision to not exercise an option year.

The City may terminate this contract with 120 days written notice to the Contractor. This contract shall not be assigned, transferred or encumbered in any manner without the prior written consent of the City, which consent shall not be unreasonably withheld.

The maximum amount of funding for this contract shall be \$311,150.40 based on 8,520 hours of service at the rate of \$36.52 per hour. Option year rates will be determined based upon the percent change in the CPI-U from the preceding year applied to the current contract year price.

All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Contractor, including the RFP and addendums, shall be included in this contract by reference.

Dated this _____ day of _____, 2023

City of Berlin

LIR Transportation LLC

Mayor, Joel Bruessel

Authorized Representative

PUBLIC TRANSIT LEASE AGREEMENT

Between
City of Berlin
and
LIR Transportation LLC

This Agreement specifies terms under which City of Berlin hereinafter referred to as Lessor, leases one or more vehicles to LIR Transportation LLC, hereinafter referred to as Lessee. This lease is effected by virtue of Lessor's public transit service operating contract with Lessee.

"Department" herein means the Wisconsin Department of Transportation. "Leased vehicle" herein means a vehicle covered by this lease.

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2024, and ending exactly one year later, or on the end date of the Lessor's current public transit service contract with the Lessee, whichever comes first.

SECTION 2. VEHICLE INFORMATION

Address where vehicles are stored:	City of Berlin 108 N. Capron St. Berlin, WI 54923				
Vehicle Identification Number (VIN)	Model Year	Vehicle/Chassis Make and Model	Body Make and Model (cutaways)	Vehicle Type (e.g., minivan, medium bus)	Primary Funding Source
2C4RDGBG6JR148286	2018	DODGE CARAVAN		MINIVAN	FED/STATE/CITY
1FDEE3FS6KKDC09980	2019	STARCRAFT BUS	STARLITE	ADA MEDIUM BUS	FED/STATE/CITY
2C4RDGBG8KR728320	2019	DODGE GRAND		ADA MINIVAN	FED/STATE/CITY
2C4RC1CG3NR224308	2022	Chrysler Voyager		ADA MINIVAN	FED/STATE/CITY

SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

For City of Berlin

For LIR Transportation LLC

Signature

Signature

Joel Bruessel
Mayor
December 12, 2023

Igor Leykin
President, LIR Transportation LLC
December 12, 2023

SECTION 4. CONDITIONS

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor's absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor's operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor's continuing control over the use of the vehicle(s) or the Lessee's continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor's relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor's title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

SECTION 5. REPRESENTATION AND WARRANTIES

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental

agency, which authorize or empower the services to be performed by the Lessee.

SECTION 6. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessee.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

SECTION 7. INSURANCE

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessee.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

- | | |
|--|-------------|
| A. Bodily injury liability, each person: | \$100,000 |
| B. Bodily injury liability, each accident: | \$1,000,000 |
| C. Property damage liability, each accident: | \$100,000 |
| D. General liability, bodily injury and property damage: | \$1,000,000 |

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

SECTION 8. VEHICLE MAINTENANCE

The Lessee shall, at all times and at Lessee's expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor's vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor's vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

The Lessee agrees to comply with all terms of the Lessor's approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessee shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle(s).

SECTION 12. AUDITS, INSPECTIONS, AND REPORTING

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, and ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessee on or before specified deadlines.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement for a period of six (6) years after the termination of the Agreement, or one year after the DOT program year audit is completed, whichever is longer.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor.

SECTION 13. LIABILITY

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

SECTION 14. LEASE MANAGEMENT

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

SECTION 15. TERMINATION

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

SECTION 16. SUBLEASE RESTRICTIONS

Subleasing or renting the leased vehicle(s) is prohibited.

SECTION 17. ADDITIONAL CONDITIONS

No additional conditions apply.



Planning & Development Department
108 N Capron St.
Berlin, WI 54923
Phone (920) 361-5156
Planning and Development Director
Timothy Ludolph

To: Common Council

From: Timothy Ludolph- Planning and Development Director

RE: Discussion of Text Amendment to add Indoor Horticultural Operations

Date: December 12th 2023

Background:

The City does not currently explicitly allow Greenhouses, Hoophouses, Hydroponics, or any sort of indoor farm or garden (with the exception of a florist) in the B-1 Business District. There have been a couple prospective businesses, proposing development of spaces, with uses not presently allowed. Upon conducting their research and developing their Business Plans, it seems that indoor cultivation has emerged as a feasible option for the prospective businesses. This justifies considering amending the code to accommodate some or all of these uses.

Discussion on Rationale for Adjustment to language.

Over the past decade, the National League of Cities, the United States Department of Agriculture, and numerous esteemed academic institutions have supported the promotion of innovative, sustainable, and local food initiatives. Communities in the United States, particularly those with high population densities or unique climate conditions, have been gradually embracing Indoor Farm Horticultural Operations as a viable means of repurposing former retail, industrial, and other commercial spaces. While it would be more convenient to consider adopting this approach if there were more precedents in rural Wisconsin, it is my contention that it is only just beginning to gain traction in the more urban parts of the state, as evidenced by the "Beyond Organic" and "Hundred Acre" urban farms. Based on their presentations at the APA conference and other semi-academic forums, I believe this type of utilization is on the brink of broader adoption and endorsement in the state. The request to consider this type of utilization presents an opportunity for Berlin to formally embrace it ahead of other communities, and capitalize on upcoming opportunities, as there will always be a demand for food products regardless of economic fluctuations and other trends. In researching this, the primary concern and consideration against Vertical Farming is the necessary investment. However, in the case of Berlin, this is not the issue. Instead, the primary obstacle observed is the zoning policy, as the food product permitted use in Ripon has not been deemed suitable for the same permitted use in Berlin due to there being a similar use of Greenhouses exclusively permitted in the B-2 district. A possible way of mitigating the contradiction would be allowing the accessory uses of Greenhouses and Hoophouses as only a conditional use.

Findings:

Staff has performed an extensive literature review, finding there to be strong arguments and considerations for and against the ideas of urban agriculture, vertical farming, indoor cultivation, and similar practices. This has been presented as Economic Development with limited and localized carbon footprints; at worst with a minor net-positive environmental impact, and better alternatives in the face of Climate Change than traditional farming of specialty crops.

The initial request of consideration of this as a permitted use in the Business District seems to be a logical use, with limited nuisance potential, not unlike other permitted uses. Likewise, this would make sense to be allowed in the Manufacturing District as a complementary use to some existing uses.

Recommendation: Discuss how this could be augmented into the existing code and any other considerations.

Strategic Plan Alignment: Strategic Redevelopment locations on the Downtown Development Analysis of the Housing and Economic Development Plan. Enables use of TID 15 development during the



Planning & Development Department
108 N Capron St.
Berlin, WI 54923
Phone (920) 361-5156
Planning and Development Director
Timothy Ludolph

expenditure period. Local Consumer Spending. Economic Resilience.

Comprehensive Plan Alignment:

NATURAL RESOURCES: Conserve, protect and improve the environmental resources of the City and its surrounding area.

COMMERCIAL: Develop and maintain attractive, convenient, and safe business districts that include a full range of goods and services that complements both existing and future residential developments.

DOWNTOWN

Help local shop owners to run prosperous businesses. Help residents find the goods they need within the city. Keep the downtown area attractive to residents and to tourists alike.

COMMUNITY GROWTH AND DEVELOPMENT

Encourage orderly community growth and development that is sound and attractive, will result in the least possible environmental impact, and will maximize public expenditures and goods and services received.

Recommendation for City Consideration:

Staff discussed the possibility of amending the Zoning Code to allow Indoor Horticultural Operations to the Plan Commission on November 28th 2023.

Plan Commission moved to Direct Staff to Frame Concepts of Indoor Horticultural Operations into an Ordinance Amendment Proposal in the B-1 and possibly M districts with guidance from Counsel to draft a text amendment to be consistent with the rest of the code.

Raze and Repair Orders/ Nuisance Complaints

Address of Property: 107 W Huron St.

Property Owner Name: Hussein Kader

Local Agent: Santiago Barraza

Basic Information:

Parcel Number:	206-01758-0000
Assessed Property Value:	\$74,600.00
Est. Fair Market Value	\$113,400
Occupancy?	No, Two Apartments and one Retail Space
Taxes paid?	No, 2021 has \$ \$2,570.94 owed and 2022 has \$2,572.84 owed
Construction in Progress?	TBD

Neighbor complaints:

- On July 2016 Initial complaint to Community Development Director with report of extensive water damage to the interior of the property.
- November-December 2021 numerous complaints to Planning and Development Director from neighbors.

Contact with Owner:

- As of October 10th 2022 Santiago Barraza stated they are in the process of delivering the parts to install new drywall, flooring, ceilings, and windows this week. If all goes well, the work on these should commence over the next month with priority given to the windows and shoring of the back porch. The water infiltration of the roof has been mitigated with PVC tubing.
- Property Quit Claim Deeded to a Hussein Kader on 2/18/2023 but recorded May 11th 2023
- As of May 29th 2023 Santiago Barraza stated to PDD he remains the local agent and will be responsible for completing the scope of work required by the Building Inspector and Council by the date of the roofing permit's expiration. He was directed to facilitate an inspection by 6/5/23 and had responded he would be getting the façade permit on 5/31/23.

Extent of repairs needed vs completed (outside visibility vs inside):

- On all respective inspections below the Building Inspector communicated the necessity of repairing the structure and rear roof portion as well as removing the back porch.
- As of December 2022, the majority of the work completed within the last year has been clean-up of the debris inside the building. The work on the rear roof has not really started, with only an attempt to patch up drainage into a pvc drain being performed. There is still water infiltrating the structure from the roof through the basement in this back portion. They have ordered flooring, drywall, and windows to install in order to seal up the building, though the rear will take having a stable structure before any more weight should go onto it.
- Santiago has been in discussions with the Planning and Development Director though did not show up on Thursday, December 8th when he was to discuss potential grants and the general strategy.
- In June 2023 the bricks of the Façade, Chimney, and major exterior wall portions were replaced or shored up. The major external remaining work is the windows and doors- stated to be ordered for installation by early July- and the rear roof. The rear porch is to be removed when the roof is completed.

Inspections:

- April 30 2021 the Building Inspector performed a complete inspection and drafted the progress report.
- July 28 2021 the Building Inspector performed an inspection finding no progress.
- November-December 2021 Planning and Development Director performed exterior inspections.
- On December 31 2021 the Building Inspector executed the special inspection and examined the entirety of the structure.

- A full inspection is scheduled for November 2nd 2022 at 10:30 A.M.
- A full inspection took place on November 9th at 10:30 AM. The owner's cousin was there to discuss the issues and hear the recommendations of the Building Inspector.
- A full inspection took place on June 5th 2023. The work on the façade was observed then and shortly after.
- An informal inspection took place on August 4th 2023 by PDD to see progress.

Permits pulled:

- On June 15th 2022 a permit was pulled for the installation of the rubber roof for the area of issue on the property, to result in the completion of a water-tight and structurally sound roof.
- Santiago Barraza has stated the remainder of the work on the 12-31-21 report will have a follow up permit pulled, depending on how the roof replacement goes, as this could reveal issues they may not know about yet.
- Original Rear roofing permit pulled 6/15/2022.
- Dumpster Permit approved on 06/08/2023
- Extended Roofing permit pulled 6/15/2023 slated to expire 6/15/2024. Also pulled a permit for the brickwork.

Council Motions:

- From 2016-2018 Council motioned to ultimately record a raze order until agreeing to dismiss the raze order in March of 2018. Council had asked for periodic updates including October 2018 and January 2019.
- On December 7th 2021 COW instructed staff to do what it takes to get access for an inspection.
- On December 14th 2021 Council motioned to issue citations upon witnessing public nuisances.
- On January 11th 2022 Council updated their motion to recommend daily citations.
- On June 14, 2022 Council motioned to give 107 W Huron St until the next committee of the whole meeting to pull a permit as well as give a timeline to Common Council.
- On July 5th 2022 COW motioned to have the building inspector track the progress completed based off the last building inspection report as of 12/31/2021 at 107 W Huron St and have a written report presented once a month at common council meetings going forward.
- On August 9th 2022 Council made a motion that the owners report on any progress made to Council at next month's Council meeting. Added keeping open communication with Council is important.

Additional Relevant Information:

- Ramon Valez-Aleman sold the property around April 2020 before completing repairs. He had health issues and reached an impasse with fixing the property.
- Ramon Valez-Aleman had expressed interest in buying back the property multiple times between April 2020 and April 2022.
- On April 19th 2022 Green Lake County received a quit claim deed with Israel Barraza as the recipient of 107 W Huron.
- As of May 6th 2022, there has not been a permit pulled for the work to be done at this property.
- Permit #22-83-06B pulled on May 15th 2022 for Installation of Rubber Roof.
- February 3rd 2023 Ramon Valez-Aleman came to City Hall to discuss the potential acquisition of this property.
- On April 3rd, Owner conferred with staff that the interior is still being gutted. With weather improving, they are hoping to begin outside work soon. Owner inquired on how to obtain permit for large garbage dumpster.
- Santiago stating progress on gutting interior is going well, the crew has been getting work done. Now that the weather is improving again, they again asked about dumpster permit as they have it scheduled soon.
- Property Quit Claim Deeded to new owner May 11th 2023.
- Dumpster Permit Approved 06/08/2023.
- Starting work on the brickwork on the rear; chimney, and some structure in anticipation of rear roof. Sent videos to PDD on 6/15/23.

- As of July 2023 the brickwork is complete. On the 3rd Santiago called and sent pictures of the progress, discussing interior demolition was well underway with multiple dumpsters filled, inquired about placement.
- As of September 11th 2023, Santiago Barraza called to update on the demolition, now including the basement, as they await the correct window shipment and stage the re-roof. Found need to complete additional mold remediation as they had demolished the second floor.
- On October 2nd 2023, Santiago Barraza called to update the window contractor had been switched due to the failure of delivery of services of the previous contractor and these are scheduled to be installed by the end of the month. Also, the re-roofing is also scheduled to take place by the end of the month.
- On November 1st 2023 Santiago Barraza called to say there are a couple of local workers slowly doing all they can handle to get the roof replaced. He was of the understanding the windows should have been boarded and permits paid and indicated these would absolutely be done in the next week.
- On the week of November 6-10th PDD received calls from the neighbors on both sides with concern about the scaffolding still in front of 107 W Huron and inquired about progress/plans by the owner.
- On November 10th 2023 Santiago Barraza called PDD to state there are workers on said date finishing the façade stones in the sign area. After the façade work is completed, if all goes well by the end of the day, the scaffolding would be taken down and moved into the building for the roof work. He is still hopeful the windows will have progress and the roof can be fixed in the near future, did not provide a specific timeline.
- On December 7th 2023 Santiago Barraza was called by PDD and states the windows had another incorrect shipment but he guarantees they will be shipped and installed by Christmas weekend. He also states there are still a worker or two slowly staging the roof for that phase to get under way similar to the façade.

2024 – 2025 ELECTION INSPECTORS

Arlynn Armatoski – Unaffiliated

Sandy Bella – Unaffiliated

Julie Boeck – Unaffiliated

Jill Dittman – Unaffiliated

Kathryn Fredrick – Unaffiliated

Rebecca Guden – Unaffiliated

Susan Hale – Unaffiliated

Josie Hartzke – Unaffiliated

Keith Hess – Unaffiliated

Luann Hodge – Unaffiliated

Mark Hodge – Unaffiliated

Chris Kalupa – Unaffiliated

Kay Kollat – Unaffiliated

Gary Knoke – Unaffiliated

Richard Lashbrook – Unaffiliated

Gloria Lichtfuss – Unaffiliated

Linda Lien – Unaffiliated

Pamela Lincoln – Unaffiliated

Lynn Lodholz – Unaffiliated

Judi Lund - Unaffiliated

Bonnie Lundt – Unaffiliated

James Marks – Unaffiliated

Pam Marks – Unaffiliated

Dorothy Nelson – Unaffiliated

Diane Olson – Unaffiliated

David Olson – Unaffiliated

Scott Schellin – Unaffiliated

Deb Schellin – Unaffiliated

Mary Schwark – Unaffiliated

Deidre Splitt – Unaffiliated

Ashley Stepniewski - Unaffiliated

Deborah Thom – Unaffiliated

Kathy Thom – Unaffiliated

Thomas Zuehlke – Democratic Party

CHIEF INSPECTORS

Denise Krentz – Unaffiliated

Sandra Peschke – Unaffiliated

Susan Thom – Unaffiliated

Diane Toraason – Unaffiliated

Daniel Johnson

356 Kennedy Drive
Berlin, Wisconsin 54923

November 16, 2023

Sara Rutkowski, City Administrator

108 N. Capron St.
Berlin, WI 54923

Sara,

Please accept this letter as a formal notification of my resignation as the Vice President of the Police and Fire Commission. My final day will be Friday November 17th. This was a difficult decision, but I feel it is in my best interest to leave this position.

The recent evaluations of the fire chief and deputy chief, and the unprecedented process how it was conducted, put me in a very uncomfortable situation. The entire evaluation process was handled incorrectly and carried out in a very underhanded manner that conflicts with my principles.

Fire department members are going to the city administrator with issues instead of coming to the commission to file a complaint. This is not how the process works and has led to unnecessary turmoil within the fire department. The commission exists to listen to complaints and to then follow through using the appropriate channels.

The Common Council liaison member is not fulfilling his responsibilities, as stated in the City of Berlin Governing Bodies Member Handbook, by not attending the Police and Fire Commission meetings. This issue was brought to the mayor's attention by the President of the Commission, but clearly hasn't been addressed. Former liaisons attended the meetings. Council liaisons have duties and expectations to fulfill in this paid position.

I have enjoyed my time on the Commission and working with my fellow commission members until recent events. I liked being involved in our community and enjoyed working with great people in the police and fire departments.

Sincerely yours,

Daniel Johnson

CITY OF BERLIN
BOARD, COMMITTEE, COMMISSION & COMMON COUNCIL
APPLICATION FORM

Name: RONALD ROSS

Address: 521 MAPLE RIDGE RD.

Phone: Day (920) 290-0727 Evening (920) 290-0727

E-mail address: RONROSSWE@GMAIL.COM

City residency is required for appointment to a City board, committee or commission. Other eligibility requirements may also exist.

Area of Interest:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Board of Review | <input type="checkbox"/> Oakwood Cemetery Board |
| <input type="checkbox"/> Parks & Recreation Commission | <input type="checkbox"/> Committee On Aging |
| <input type="checkbox"/> Plan Commission | <input checked="" type="checkbox"/> Common Council Vacancy, Ward # <u>02</u> (NEXT year) |
| <input checked="" type="checkbox"/> Police & Fire Commission | <input checked="" type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Water & Sewer Commission | <input type="checkbox"/> Housing Task Force |
| <input checked="" type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Other _____ | |

Applicant Questions (attach additional sheets if necessary)

1. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)
THIS DEPENDS IF MEETINGS ARE CONSISTENT. FROM FEBRUARY - SEPTEMBER I WOULD TRY MY BEST. IN OUR OFF-SEASON I SHOULD BE ABLE TO MAKE ALL MEETINGS
2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission: I'VE BEEN A MEMBER OF THE COMMUNITY SINCE I WAS A KID, WE ARE RAISING OUR FAMILY, WE RUN A VERY BUSY BUSINESS... WOULD LIKE TO GIVE BACK A LITTLE WHEN I HAVE TIME.
3. What knowledge, experience, or abilities do you have that would make you an effective board member: GREAT LEADERSHIP AND BUSINESS SKILLS. MY WIFE AND I OWN SHEPARD'S DRIVE-IN. I HAVE AN ASSOCIATES DEGREE IN CRIMINAL JUSTICE AND ATTENDED FOXVALEY TECH RECRUIT ACADEMY IN 2010. I'M GOOD AT PROBLEM SOLVING AND LISTENING TO OTHER IDEAS.
4. Please provide any additional information for consideration: MY FREE TIME DURING THE SHEPARD'S SEASON IS LIMITED BUT OPEN DURING THE OFF-SEASON. BEING A BUSINESS OWNER AND RAISING A FAMILY IN OUR CITY HAS MADE ME COME TO THE DECISION TO GET MORE INVOLVED IN THE PROGRESS MAKING PROCESSES OF OUR GREAT CITY.

TO: Common Council

Date: 12/12/2023

RE: Memorandum of Understanding for a School Resource Officer

From: City Admin, Sara Rutkowski

Background:

The City of Berlin has an MOU with Berlin Area School District to provide SRO services. We had been putting together an invoice four times a year and I asked to modify the agreement to three times a year to make it easier.

I have attached a copy of the MOU. We have adjusted Page 3: Cost -Sharing Agreement from four payments a year, to three. We have also changed the language of the term to reflect the current years.

MEMORANDUM OF UNDERSTANDING
for a
SCHOOL RESOURCE OFFICER
Between
CITY OF BERLIN, BERLIN POLICE DEPARTMENT,
and
BERLIN AREA SCHOOL DISTRICT

This Memorandum of Understanding, herein referred to as "Agreement," is by and between the City of Berlin, herein referred to as "City," the Berlin Area School District, herein referred to as "District," and the Berlin Police Department, herein referred to as "Police Department." Collectively, these three entities shall be referred to as "the Parties."

This Agreement clarifies the roles of the School Resource Officer, herein referred to as "SRO," and the District's Superintendent and Principals, herein referred to as "District Administration," and the scope of authority and the responsibilities of the District, the Police Department, and the City in this collaboration. Separate from this Agreement, the Parties maintain separate Implementation Guidelines regarding this Agreement. The Parties also recognize that they are subject to applicable District policies, City policies, and Police Department policies.

DUTIES AND RESPONSIBILITIES OF THE SRO

- A. The SRO shall be employed by the Police Department and be subject to all administrative policies and procedures of the Police Department and the District. The SRO will not be considered an employee of the District, nor shall the District be considered a coemployer or joint employer of the SRO. The District Administration shall provide input regarding the SRO's performance to the Police Department's Chief in January and June for evaluation purposes. The SRO will prepare a quarterly report documenting incidents that occurred in the performance of their duty. This report will provide information related to types and trends of incidents. A copy of this report will be submitted to the Chief of Police and the Superintendent of the District. The details of this report will be subject to applicable confidentiality requirements as provided by law and this Agreement.
- B. The SRO's assigned district school buildings, grounds, and surroundings will be the SRO's primary patrol area, and he or she assumes primary responsibility for handling all calls for service to the District, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention.
- C. The SRO shall establish a monthly work schedule in conjunction with the District Administration and with the approval of the Assistant Chief of Police for the Police Department. The SRO regular work schedule shall be based upon an average of 7.5 hours per day which may be flexed to meet the needs of the District and other relevant needs with the consent of the District Administration.

For example, the District Administration can, in coordination with the Chief of Police, adjust the SRO's schedule for a given workweek so that the SRO is not eligible for overtime pay due to the SRO's attendance at District administrative hearings or athletic events.

The District's Superintendent may request from the Police Department permission to modify the SRO's schedule in any given workweek to limit the payment of overtime by the District. The Police Department shall grant this permission to the greatest extent possible.

- D. The SRO will normally remain on school grounds for the SRO's workday unless otherwise directed by the Police Department with the consent of the District Administration.
- E. The SRO will be present and available for duty on District grounds during times designated as school lunch unless otherwise engaged in training or an emergency response requiring departure from District grounds.
- F. During the timeframe designated as the school year, the SRO will take earned time off (i.e. vacation) in conjunction with time in which the school is not in session. This includes winter and spring break. If the SRO does not have sufficient leave time, the Chief of Police will assign the SRO to patrol a shift of the Chief of Police's choice.
- G. The SRO shall wear the regulation police uniform while on duty unless otherwise authorized by the District Administration and Chief of Police.
- H. The SRO may assist with training for the District Administration in law enforcement and related matters.
- I. The City or Police Department will pay for all professional development trainings sufficient for the SRO to keep and maintain knowledge specific to the role of SRO, such as knowledge and training on working with students with disabilities and on laws governing student restraint and seclusion. In-service and annual training required for sworn Law Enforcement Officers, mandated by the Wisconsin Department of Training and Standards, may be scheduled during the regular school year. If scheduled during the school year, these training dates shall be considered part of the regular school/work day for the SRO. The Police Department's Chief of Police or his/her designee and a member of the District Administration will work together to mutually agree on any adjustments to scheduling and staffing when an SRO's training will cause the SRO to be absent from the District during the regular school day.

INTERAGENCY AGREEMENT/EXCHANGE OF INFORMATION

The Police Department and District enter into this Agreement in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information to the extent permitted by law, to serve the interests of pupils and all other concerned parties.

The exchange of information is for the purpose of investigating and in some cases prosecuting acts including but not limited to truancy, theft, harassment, assault, drug or alcohol possession, use and/or distribution, or other acts in violation of local ordinances or state statutes, and assisting the District with administrative hearings.

It is understood and agreed that this Agreement is an Interagency Agreement that authorizes the Police Department to routinely disclose information to the District as permitted by Wis. Stat.

§ 938.396(1).

For purposes of SRO access to education and pupil records, the District designates the SRO as a school official with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g, and in accessing pupil records under Wis. Stat. § 118.125(2)(d). The District may provide the SRO with access to education and pupil records information maintained by the District only as needed by the SRO to perform his/her duties as SRO. Such information may include student behavior intervention plans and student safety plans. The SRO may also be granted access to education and pupil records information in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose education or pupil records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SRO for the purpose of ensuring the safety and security of persons or property in the District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not subject to the same prohibitions of access or disclosure by the SRO.

RELEASE OF POLICE INFORMATION

The SRO shall exchange information with each applicable member of the District Administration regarding students' involvement in criminal activity in and around the school, to the extent allowable by law. This shall be limited to that which directly relates to and contributes to the safety of the school environment. The SRO shall not make any official documents, police reports, or records available to the District, except as provided under Wis. Stat. § 938.396(1).

COST-SHARING AGREEMENT

To fund the position of the SRO, the District shall pay to the City 75% of the annual cost of the wages and fringe benefits of the police officer assigned to the SRO position. The Police Officer assigned to the position of SRO will not exceed the rank of Patrolman. The SRO shall perform services on the District's premises during the regular school year, which shall at a minimum include all dates of student attendance (other than summer school) and any additional dates agreed upon by the District and the Police Chief. If the anticipated dates of the regularly scheduled school year are abbreviated, the full cost-sharing between the City and the District will be required and will continue for the term of the Agreement, as stated herein. Payments under this Agreement shall be made to the City on a triannual basis with the trimesters ending on November 30th, February 28th, and June 15th. Each triannual payment will reflect the actual costs attributable to District under this Agreement during the prior trimester. The City shall send an invoice outlining the charges before each triannual payment is expected.

If SRO overtime is approved by the District's Superintendent in advance, the District shall pay to the City 100% of overtime pay and fringe benefits generated by use of the SRO by the District. Overtime payments from the District to the City will also be made on a triannual basis as provided above.

The Police Department's Chief of Police shall be permitted to assign the SRO to other law enforcement duties in the event of an emergency. The District shall not be responsible to pay overtime for any additional work time the SRO performs in a given workweek due to such other

law enforcement duties.

INDEMNIFICATION AND HOLD HARMLESS

The District and the City (with the City being defined to include the Police Department) each agree to defend, indemnify, and hold harmless each other, its respective boards, officers, administration, employees, agents, and volunteers, individually and collectively, from and against all costs, losses, claims, demands, actions, suits, attorney fees, costs, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the other's negligence as a result of the services, equipment, property owned, leased, or rented, or other activities as shown in this Agreement.

INSURANCE AND WAIVER

The District and the City (with the City being defined to include the Police Department) each agree to provide a certificate of insurance for liability coverages satisfactory to the District and City and agree to name the other as an additional insured on the District's and City's certificate of insurance throughout the term of this Agreement.

The District and City (with the City being defined to include the Police Department) acknowledge their respective obligation to obtain and maintain throughout the term of this Agreement appropriate insurance coverage for the benefit of the District and City, as well as the employees of the District and City. The District and the City waive any rights to recovery from the other for any injuries the employees of the District or City may sustain or cause while performing services under this Agreement that are a result of the negligence of the District or City, or the employees of the District or City.

The City agrees to provide the District with evidence that it has law enforcement legal liability insurance coverage that is satisfactory to the District spanning the term of the Agreement. The City also agrees to waive any right to subrogation that it might have with respect to the District's worker's compensation coverage. The City's workers' compensation policy will include a waiver of subrogation in favor of the school district.

NON-WAIVER

Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitations of Wis. Stat. § 893.80) available under the law which the City or the District are entitled to raise, nor shall purchase of insurance by the City or the District constitute a waiver of any such defenses and immunities.

AMENDMENTS

This Agreement may be amended only upon a mutual written agreement executed by all Parties.

SELECTION AND REMOVAL OF THE SRO

The District shall have the right to request that the Police Department remove the SRO from assignment within the District, temporarily or permanently. The Police Department shall accommodate any such request and assign a new SRO to the District as soon as reasonably practical. When an SRO is initially assigned to the District, the Police Department shall solicit input from the District. The District's Superintendent or designee shall meet with the Police Department's Chief of Police to resolve any disputes related to the assignment of the SRO. In the

event of an impasse regarding the selection of the SRO, the Police Department's Chief of Police shall have the final say as to the selection of the SRO, subject to the aforementioned right of the District to request removal of an SRO.

TERM

The term of this Agreement shall be from July 1, 2023 through June 30, 2024. This Agreement shall automatically renew on a yearly basis (July 1 through June 30), unless either party gives notice of nonrenewal in writing at least 45 days prior to the expiration of the Agreement. This Agreement may be terminated during its term by any party with 45 day's advanced written notice.

This Agreement expressly replaces any prior agreement related to an SRO or School Liaison Officer between the Parties, including but not limited to, the agreement that was signed in 1999.

IN WITNESS WHEREOF, the City, the Police Department, and the District have caused this Agreement to be executed by their duly authorized representatives as of the day and year below.

Signed:

Chief of Police, City of Berlin

Date

Mayor, City of Berlin

Date

Clerk, City of Berlin

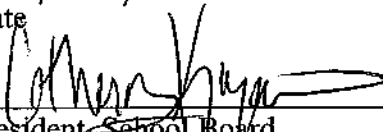
Date



Superintendent of BASD

11/14/23

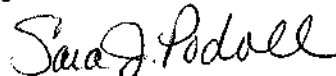
Date



President, School Board

11/8/2023

Date



Clerk, School Board

11/8/2023

Date

TO: Common Council

Date: 12/12/2023

RE: Fee Schedule & Municipal Bond Fee Schedule Changes

From: Staff

We are required to look at our municipal fee schedule every year. Staff from all departments have compared costs/fees with other surrounding and similar sized municipalities. The following outlines the suggested changes from staff. I have also attached our current Fee Schedule as a reference.

Police Department:

Section 46-35 Bridge activity has been an ordinance without a deposit amount. It would be used for things like people jumping off the bridges into the river etc.

Section 70-13(a-c) first offense deposit increased from \$50 to \$70. Commonly, these issues are intentional acts and frequently targeted toward a specific person or people. Chief Pulvermacher believes an increase would help curb those behaviors.

Zoning Department:

At the suggestion of our Building Inspector, we have taken a look at our Fee Schedule for all Zoning related fees compared to the 2024 Model Fee Schedule. The following pages outline the suggested changes to put us more in line with the Model Fee Schedule for Zoning related Fees.

City of Berlin				
Code of Ordinances				
Fee Schedule				
Last Updated: December 2022				
Code	Category	Description	Department	Amount
10-3(b)	Animals	Chicken Keeping	Clerk	\$ 10.00
10-11	Animals	Impoundment of Animals - Surrender Fee	Animal Control	\$50.00/Cat \$75.00/Dog
10-11	Animals	Impoundment of Animals - Impoundment fee	Animal Control	1st Night N/C: \$10.00/day
10-7	Animals	Issuance of license - Dog License Fees	Clerk	Spay/Neuter \$10.00 No Spay/Neuter \$15.00
10-7	Animals	Issuance of license - Kennel License Fee	Clerk	<12 dogs \$35.00 >12 \$35.00 + \$3.00 each surpassing 12 dogs
10-7	Animals	Issuance of License - Cat License Fee	Clerk	Spay/Neuter \$10.00 No
10-8	Animals	Late Fee for Dog License	Clerk	\$ 5.00
10-10(a)(1)	Animals	Admin fee to appeal vicious dog determination	Clerk	\$ 150.00
10-10 (e)	Animals	Special Registration Fee-Vicious Dog	Clerk	\$ 200.00
14-13	Building and Building Regulations	Plan Approval Fees - Determined by Square Footage	Clerk	See Attachment
14-131	Moving Buildings	Permit Fee to move building	Zoning	\$ 100.00
14-136	Moving Buildings	Required Insurance to move building	Zoning	** See below
14-14	Building and Building Regulations	Permit fees/building, plumbing, electrical (permit & license), HVAC permit, sign permit, moving, razing, driveway	Building Inspector	See Attachment
14-14	In General	Permit Fees/one & two family residential new construction occupancy fee if final inspection is not done prior to occupancy	Building Inspector	\$ 100.00
14-14	In General	Permit fees/fees double if permit is not obtained prior to commencement of construction	Building Inspector	See Attachment
14-53	Construction site erosion control	Permit Application; control plan; permit issuance	Building Inspector	\$ 100.00
14-142	Building and Building Regulations	Vacant Building Registration	Building Inspector	\$0
14-142(3)	Building and Building Regulations	Vacant Building 6-Month Renewal Registration		\$75
14-142(3)	Building and Building Regulations	Vacant Building w/violation at renewal inspection		Accumulative Addl \$150 at renewal for each 6-mo period where violation persists to max of \$500
14-142(4)	Building and Building Regulations	Vacant Building: Owner Refuses access to city officials for inspection		\$100
14-144	Building and Building Regulations	Vacant Building: Liability Insurance requirement		\$1M
18-112	Cigarettes	License Application Fee	Clerk	\$ 25.00
18-148	Direct Sales	Peddlers Permit. Registration/registration fee per person in a group for a six month period.	Clerk	\$25.00 + insurance (**see below)
18-186	Farmers Market	Direct sellers may employ one assistant w/o additional payment	Clerk	\$5.00/day or \$20.00/season per stand
18-259	Massage Parlor Establishment & Technicians	Sales permit	Clerk	\$
18-259	Massage Parlor Establishment & Technicians	Massage Parlor establishment license/fee	Clerk	\$ 250.00
18-260	Massage Parlor Establishment & Technicians	Massage technician and managers licenses/fee	Clerk	\$ 20.00
18-333	Processions, Parades, Runs, Walks	Permit - Fee	Clerk	No Fee
18-333	Processions, Parades, Runs, Walks	Permit - Required Insurance (L & P)	Clerk	** See below
18-333	Processions, Parades, Runs, Walks	Permit(k) charge for increased costs	Clerk	Actual Increase in Costs
18-366	Street & Parking Lot Use Permit	Street Use Permit - Fee	Clerk	\$ 20.00
18-366	Street & Parking Lot Use Permit	Street Use Permit - Required Insurance	Clerk	**See below
18-367	Street & Parking Lot Use Permit	Parking Lot Use Permit - Permit Fee	Clerk	\$ 20.00
18-367	Street & Parking Lot Use Permit	Parking Lot Use Permit - Required Insurance	Clerk	**See below
18-31	Alarm Systems	Alarm Permit Fee	Clerk	\$ 25.00

Section	Category	Description	Department	Amount
18-39	Alarm Systems	Answering of False Alarm - Fee	Police & Fire	1-4 calls=\$25 each 5-7 calls=\$50 each
18-401	Street & Parking Lot Use Permit	Street Privilege Permit Fee (Temporary construction or sidewalk café) (only valid for 3 months at a time)	Clerk	\$
18-401	Street & Parking Lot Use Permit	Street Privilege Permit (Temporary construction or sidewalk café) - Required Insurance	Clerk	**See below
18-402	Street & Parking Lot Use Permit	Special Events Vending Permit - Permit Procedure	Clerk	\$
18-402	Street & Parking Lot Use Permit	Special Events Vending Permit - Required Insurance	Clerk	**See below
18-41	Alarm Systems	Private Alarm System Permits - Permit Fee	Clerk	\$
18-441	Sexually Oriented Adult Entertainment	License Fee (if denied, half returned)	Clerk	\$
18-443	Sexually Oriented Adult Entertainment	Renewal of License (if denied, half returned)	Clerk	\$
18-78	Amusement and Music Devices	Issuance of License: Term, Transferability/annual license fee	Clerk	If over 5 devices, \$10.00/device
22-19	Cemeteries	Sale of Burial Lot Easement	Clerk	See Cemetery Fee Schedule
22-20	Cemeteries	Perpetual Care - Additional Services Fee	Clerk	N/A
2-408	Boards, Commissions and Committees	Cemetery Rules and Regulations - Fee Easement Prices and the like, all related fees	Cemetery Council	See Cemetery Fee Schedule
2-50	Mayor, Common Council	Salaries - Schedule of Salaries	Mayor	\$6000/yr. Alderpersons \$3,000/yr
26-2	In General	Open Burning - Approval and Special Permit Granted - Required Insurance	Fire Chief	None
2-652	Finance	Statement of Real Property Status - Special Assessment	Clerk	\$20.00/parcel or \$25.00/parcel for rush
2-654	Finance	Payment of Taxes: interest, penalty/late charge of 1% per month, or fraction of month	Clerk	1%/month
2-710	Records	Public Access Copy Charge	Clerk/Zoning	\$.30/side
42-1	Manufactured Homes	Mobile Home Park Operators License Fee	Zoning	\$
42-1	Manufactured Homes	Mobile Home Park Operators License Transfer Fee	Zoning	\$
42-3	Manufactured Homes	Monthly Parking Fee - Applies to park licensees and non-park mobile home owners/occupants	Clerk	Per WI SS 66.0435(3) non-exempt property
Sec. 46-31	Hunting	Bow and arrow discharge permit	PD	\$
46-156	Public Nuisances	Abatement - Cost	Public Works	Actual Cost
46-77	Offenses against property	Littering - Cost of Cleanup	Public Works	Actual Cost plus 20%
50-72	Park Regulations	Regulations/Fees, Charges and Deposits: use of city park facility, shelter or land area	Parks & Recreation	See Park Shelter Use Agreement
		Bail Diamond Rental (per day) \$50 refundable deposit also required; Additional set-up fees \$400/day	Parks	\$
		Riverside Park North Shelter #1 & #2 - Monday - Thursday	Parks	\$75/day - R \$100/day - NR
		Riverside Park North Shelter #1 & #2 - Weekend up to 249 guests	Parks	\$100/day - R \$150/day NR
		Riverside Park North Shelter #1 & #2 - Weekend 250+ Guests	Parks	\$150/day - R \$200/day - NR
		Nathan Strong Park Gazebo (Weddings only) - Mon - Thurs	Parks	\$75/day - R \$100/day - NR
		Nathan Strong Park Gazebo (Weddings only) - Weekend up to 249 guests	Parks	\$100/day - R \$150/day - NR
		Riverside Park North Diamond Shelter-Monday - Thursday	Parks	\$75/day - R \$100/day - NR
		Riverside Park North Diamond Shelter - Weekend up to 249 guests	Parks	\$100/day - R \$150/day - NR
		Veteran's Gazebo Monday- Thursday	Parks	\$75/day - R \$100/day - NR
		Veteran's Gazebo Weekend and Holidays up to 249 guests	Parks	\$100/day - R \$150/day - NR
50-74	Park Regulations	Reservation of Park Spaces/required insurance	Parks & Recreation	See Park Shelter Use Agreement
54-33	Disposal & Collection	Permit - Issuance of permit	Public Works	\$
58-103	Streets, Curbs, Gutters & Sidewalks	Obstructions and encroachments - Failure to Remove Obstruction Fee is actual cost	Public Works	Actual Cost
58-151	Streets, Curbs, Gutters & Sidewalks	(Trench Permit) Permit Application for Excavation	Clerk/Treasurer	\$50.00 each or \$200.00 Annually
58-151	Streets, Curbs, Gutters & Sidewalks	(Trench Permit) Permit for Excavation - Required Insurance	Clerk/Treasurer	**See below
58-151	Streets, Curbs, Gutters & Sidewalks	(Trench Permit) Surface restoration - In the Event of Excavation, Restoration Costs to the Responsible Party	Streets	Actual Cost
58-151	Streets, Curbs, Gutters & Sidewalks	(Trench Permit) Surface Replacement for/unimproved street, oiled gravel road, bituminous on gravel, bituminous on concrete, concrete road	Streets	Actual Cost
58-160	Street, Curbs, Gutters & Sidewalks	Service laterals - Do the work or get charged (standardized special assessment schedule)	Water & Sewer	See Standardized Special Assessment
58-208	Street, Curbs, Gutters & Sidewalks	Permit - Fee	Zoning	See Attachment #2
58-272	Driveways	Contracts with City for Snow Removal - Fee Calculation for Every 1,000 sq ft or Less; Extra for each additional 500 sq ft	Streets	Minimum Fee of \$100.00 for the first 1,000
58-67	Snow & Ice	Fees in Lieu of Land	Streets	Sq Ft + \$25.00/500 Sq Ft in excess of 1,000
62-145	Dedications	Construction Plans, city review, inspections - Subdivider to Reimburse the City for Incurred Costs	Subdivision	\$200/dwelling unit
62-178	Required Improvements		Zoning	Per Resolution #07-13
62-261				
62-262				

Section	Category	Description	Department	Amount
62-263				
62-264	Fees and Charges	Preliminary Plat Review - Subdivider to Pay	Zoning	\$50.00 + \$2.00 per unit/lot plus engineering fees
62-264	Fees and Charges	Preliminary Plat Review - Reapplication Fee	Zoning	\$ 25.00
62-265	Fees and Charges	Final Plat Review - Subdivider to Pay	Zoning	\$25.00 + \$2.00 per unit/lot plus engineering fees
62-265	Fees and Charges	Final Plat Review - Reapplication Fee	Zoning	\$ 10.00
62-268	Fees and Charges	Certified Survey/subdivide application fee; per each certified survey which results in two or less lots.....	Zoning	\$ 25.00
6-47	Liquor Licenses	Outdoor Sports Activities Filing Fee	Clerk	10.00
		1) Fees for Temporary Class "B" Fermented Malt Beverage License, per event		
		Fees for Temporary "Class B" Wine License, per event (no fee if obtained w/fermented malt bev license)		
6-48	Liquor Licenses	Fees for Fermented Malt Beverage Wholesaler's License, Annually	Clerk	\$ 10.00
6-48	Liquor Licenses	Fees for Provisional Licenses (Retail)	Clerk	\$ 15.00
		1) Fees for Class "A" Fermented Malt Beverages Retailers License, annual (less than 12 mo. is prorated)		
		Fees for Class "B" Fermented Malt Beverage License, annual		
6-48	Liquor Licenses	Fees for Class "C" Wine License - Annual fee (less than 12 months is prorated)	Clerk	\$ 100.00
6-48	Liquor Licenses	1) Fees for "Class A" Intoxicating Liquor License, Initially and Renewal Annually;		
6-48	Liquor Licenses	Fees for "Class B" Intoxicating Liquor License, Initially & Renewal Annually	Clerk	\$ 300.00
6-48	Liquor Licenses	Fees for Reserve "Class B" Intoxicating Liquor License	Clerk	\$ 10 000.00
6-48	Liquor Licenses	Fees for All Other Classes Not Listed	Clerk	\$ 100.00
6-48	Liquor Licenses	Fees for Provisional Licenses (Operator)	Clerk	\$ 15.00
6-49 & 6-54	Liquor Licenses	Application for Operator's license - Full Term Operators License and Renewals	Clerk	\$30/two-year license \$20/one-year license
6-54	Liquor Licenses	Operator's License - Provisional bartenders or operator's license	Clerk	\$ 15.00
66-32 & 66-33	Hotel/Motel Room Tax	Imposed room tax rate is 4% of the monthly gross receipts; due quarterly	Clerk	4% of monthly gross receipts due quarterly
66-34	Hotel/Motel Room Tax	Application Fee	Clerk	\$ 10.00
66-36	Hotel/Motel Room Tax	Permit Revocation or Suspension; Renewal Fee	Clerk	\$ 50.00
66-40	Hotel/Motel Room Tax	Failure to file return; payment: penalty: 10%	Clerk	Payment Due + Penalty of 10%
		Nonpayment of Hotel/Motel Room Tax - Interest Accrual on late payments of 7%/year; and timely payment discount available		1% discount if paid w/in 30 days of being due; if late, interest accrues at 7%/year
66-41	Hotel/Motel Room Tax	Delinquent Returns - Penalty for late filing fee	Clerk	\$ 25.00
66-42	Hotel/Motel Room Tax	Failure to file return - Penalty of 25%; 50% if false return is filed	Treasurer	\$
66-43	Hotel/Motel Room Tax	Violation - Penalty for Failure to Obtain a Permit or Failure to Allow an Inspection	Clerk	Penalty of 25%
66-48	Hotel/Motel Room Tax	Towing and Storage Charges	Clerk	\$ 200.00
70-11	Illegally parked Vehicles	Inspection and Registration - Application for Registration and Licensing Fee	Police/Streets	\$50.00/day if stored on City property; or Actual cost if private carrier used
70-118	Bicycles and Play Vehicles	Inspection and Registration - Change of Ownership	Police	\$5.00/non-expiring
70-118	Bicycles and Play Vehicles	Inspection and Registration - Replacement Tag	Police	N/A
70-118	Bicycles and Play Vehicles	Winter Parking Fee	Police	N/A
70-458	Traffic Schedules	Rates	Police	\$25.00 + tax for each vehicle
74-41	Water Utility	Inspections - Work not ready at second notice has additional fee	Water & Sewer	Per Water Rate Schedule
74-7	In General	Special Inspections/ (b)	Water & Sewer	Per S&W Fee Schedule
74-86	Sewer Utility	Rates	Water & Sewer	Per S&W Fee Schedule
		User charges - Charges not paid within 20 days of billing are subject to a 1% late payment charge		Per Sewer Rate Schedule
74-89	Sewer Utility	Private Wastewater disposal - Required Insurance	Water & Sewer	1% per month
74-91	Sewer Utility	Building Sewers & Connections - Permit and Inspection Fee	Water & Sewer	**See below
74-92	Sewer Utility	Destruction of Noxious Weeds - Noxious Weed Abatement Expenses and Penalties	Water & Sewer	Per Connection Fee Schedule
78-2	General	Natural Lawns - Applying for Permission to Establish a Natural Lawn	Streets	\$125.00/hour
78-3	General	Natural Lawns - Required Insurance to Burn Natural Lawn	Streets	\$
78-3	General	Length of Lawn and Grasses - Rate for City to Cut or Have Cut Grasses and Weeds	Streets	**See below
78-4	General	Permit for planting, maintenance and removal/ (e) (1) Public utilities - Expense of Inspection or Supervision	Streets	\$125.00/hour
78-43	Shrubs and Trees	Obstructing view at intersection or of traffic signs - Cost of Removal	City Forester	Actual Cost
78-46	Shrubs and trees		City Forester	Actual Cost

Section	Category	Description	Department	Amount
73-47	Shrubs and Trees	Removal of Trees and Stumps - Cost of Removal	City Forester	\$100 includes tax
82-123	Applications for Hearings	Appeals and application fees-Board of Appeals	Zoning	\$200 plus actual costs if contested case
82-518	Districts	Procedural Requirements - Petition for Approval Review Fee - PUD	Zoning	\$ 300.00
82-643	Conditional use Permit	Conditional Use Permit (CUP) Fee	Zoning	\$ 200.00
82-66	Administration and Enforcement	Rezoning fee	Zoning	\$ 300.00
82-716	Dish Antennas, TV or Radio Towers & Wind.....	Satellite Earth Stations - Application	Zoning	\$ 10.00
82-755	Mobile Homes	Mobile Home Park Developers Permit - Application for Park Development Permit	Zoning	No Fee
82-801	Signs	Fee for Sign Permit	Zoning	See Attachment
82-875	Floodplain & Shoreland-Wetland Zoning	Fees for building Zoning permits, certificates of compliance, public hearings, legal notice publications, conditional use permit.	Zoning	See Attachment
9-3-10	Cable Television	Franchise fee - 3% of the grantee's annual gross subscriber revenues	Clerk	3% Annual Gross Subscriber Revenues
9-3-13	Cable Television	Liability and indemnification - Liability Insurance	Clerk	See Ord. 9-3-13

Police Department

Ordinance	Offense	Title	Deposit	Fee
2-9	1	Standard of Care for Official Property (1st)	\$ 50.00	\$124.00
2-9	2	Standard of Care for Official Property (2nd)	\$ 100.00	\$187.00
2-9	3	Standard of Care for Official Property (3rd+)	\$ 200.00	\$313.00
2-53	1	Public Meetings Required (1st)	\$ 50.00	\$124.00
2-53	2	Public Meetings Required (2nd)	\$ 100.00	\$187.00
2-53	3	Public Meetings Required (3rd)	\$ 200.00	\$313.00
2-572	1	Obstructing Emergency Government (1st)	\$ 200.00	\$313.00
2-572	2	Obstructing Emergency Government (2nd)	\$ 400.00	\$565.00
2-572	3	Obstructing Emergency Government (3rd+)	\$ 800.00	\$1,069.00
2-608	1	Statutory Standards of Conduct (1st)	\$ 50.00	\$124.00
2-608	2	Statutory Standards of Conduct (2nd)	\$ 100.00	\$187.00
2-608	3	Statutory Standards of Conduct (3rd+)	\$ 200.00	\$313.00
2-609(a)	1	Use of Public Property (1st)	\$ 50.00	\$124.00
2-609(a)	2	Use of Public Property (2nd)	\$ 100.00	\$187.00
2-609(a)	3	Use of Public Property (3rd+)	\$ 200.00	\$313.00
2-609(b)	1	Disclosure of Interest (1st)	\$ 50.00	\$124.00
2-609(b)	2	Disclosure of Interest (2nd)	\$ 100.00	\$187.00
2-609(b)	3	Disclosure of Interest (3rd+)	\$ 200.00	\$313.00
2-609(c)	1	Representing Private Interests (1st)	\$ 50.00	\$124.00
2-609(c)	2	Representing private interests (2nd)	\$ 100.00	\$187.00
2-609(c)	3	Representing private interests (3rd+)	\$ 200.00	\$313.00
2-609(d)	1	Disclosure of Confidential Information (1st)	\$ 50.00	\$124.00
2-609(d)	2	Disclosure of Confidential Information (2nd)	\$ 100.00	\$187.00
2-609(d)	3	Disclosure of Confidential Information (3rd+)	\$ 200.00	\$313.00
2-609(e)	1	Gifts and Favors (1st)	\$ 50.00	\$124.00
2-609(e)	2	Gifts and Favors (2nd)	\$ 100.00	\$187.00
2-609(e)	3	Gifts and Favors (3rd+)	\$ 200.00	\$313.00
2-708	1	Duty to Maintain Records (1st)	\$ 50.00	\$124.00
2-708	2	Duty to Maintain Records (2nd)	\$ 100.00	\$187.00
2-708	3	Duty to Maintain Records (3rd+)	\$ 200.00	\$313.00
2-710	1	Public Access to Records (1st)	\$ 25.00	\$92.50
2-710	2	Public Access to Records (2nd)	\$ 50.00	\$124.00
2-710	3	Public Access to Records (3rd+)	\$ 100.00	\$187.00
2-711	1	Access Procedures to Records (1st)	\$ 25.00	\$92.50
2-711	2	Access Procedures to Records (2nd)	\$ 50.00	\$124.00
2-711	3	Access Procedures to Records (3rd+)	\$ 100.00	\$187.00
2-713	1	Destruction of Records (1st)	\$ 50.00	\$124.00
2-713	2	Destruction of Records (2nd)	\$ 100.00	\$187.00
2-713	3	Destruction of Records (3rd+)	\$ 200.00	\$313.00
6-1	1	State Statutes Adopted - Ch 125	\$ -	\$0.00
6-36	1	Liquor/Malt Beverages License Required (1st)	\$ 250.00	\$376.00
6-36	2	Liquor/Malt Beverages License Required (2nd)	\$ 500.00	\$691.00
6-36	3	Liquor/Malt Beverages License Required (3rd+)	\$ 1,000.00	\$1,321.00
6-45(f)(1)	1	Consent of Entry; Reasonable Inspection (1st)	\$ 150.00	\$250.00
6-45(f)(1)	2	Consent of Entry; Reasonable Inspection (2nd)	\$ 300.00	\$439.00
6-45(f)(1)	3	Consent of Entry; Reasonable Inspection (3rd+)	\$ 600.00	\$817.00
6-45(f)(2)	1	Employment of Minors/Class B Liquor (1st)	\$ 150.00	\$250.00
6-45(f)(2)	2	Employment of Minors/Class B Liquor (2nd)	\$ 300.00	\$439.00
6-45(f)(2)	3	Employment of Minors/Class B Liquor (3rd+)	\$ 600.00	\$817.00
6-45(f)(3)	1	Disorderly Conduct on Licensed Premises (1st)	\$ 150.00	\$250.00
6-45(f)(3)	2	Disorderly Conduct on Licensed Premises (2nd)	\$ 300.00	\$439.00
6-45(f)(3)	3	Disorderly Conduct on Licensed Premises (3rd+)	\$ 600.00	\$817.00
6-45(f)(4)	1	Licensed Operator Required on Premises (1st)	\$ 150.00	\$250.00
6-45(f)(4)	2	Licensed Operator Required on Premises (2nd)	\$ 300.00	\$439.00
6-45(f)(4)	3	Licensed Operator Required on Premises (3rd+)	\$ 600.00	\$817.00
6-45(g)	1	Health and Sanitation Regulations (1st)	\$ 150.00	\$250.00
6-45(g)	2	Health and Sanitation Regulations (2nd)	\$ 300.00	\$439.00
6-45(g)	3	Health and Sanitation Regulations (3rd+)	\$ 600.00	\$817.00
6-45(h)	1	Restrictions near Churches/Schools (1st)	\$ 150.00	\$250.00
6-45(h)	2	Restrictions near Churches/Schools (2nd)	\$ 300.00	\$439.00
6-45(h)	3	Restrictions near Churches/Schools (3rd+)	\$ 600.00	\$817.00
6-45(i)	1	Alcohol Permitted/Club Members/Guests (1st)	\$ 150.00	\$250.00
6-45(i)	2	Alcohol Permitted/Club Members/Guests (2nd)	\$ 300.00	\$439.00
6-45(i)	3	Alcohol Permitted/Club Members/Guests (3rd+)	\$ 600.00	\$817.00
6-45(j)	1	Gambling on Licensed Premises (1st)	\$ 150.00	\$250.00

6-45(j)	2 Gambling on Licensed Premises (2nd)	\$	300.00	\$439.00
6-45(j)	3 Gambling on Licensed Premises (3rd+)	\$	600.00	\$817.00
6-45(k)	1 Sale of Alcohol by Extending Credit (1st)	\$	150.00	\$250.00
6-45(k)	2 Sale of Alcohol by Extending Credit (2nd)	\$	300.00	\$439.00
6-45(k)	3 Sale of Alcohol by Extending Credit (3rd+)	\$	600.00	\$817.00
6-45(l)	1 Persons Prohibited after Closing Hours (1st)	\$	150.00	\$250.00
6-45(l)	2 Persons Prohibited after Closing Hours (2nd)	\$	300.00	\$439.00
6-45(l)	3 Persons Prohibited after Closing Hours (3rd+)	\$	600.00	\$817.00
6-46	1 Restrictions on Temporary License (1st)	\$	50.00	\$124.00
6-46	2 Restrictions on Temporary License (2nd)	\$	100.00	\$187.00
6-46	3 Restrictions on Temporary License (3rd+)	\$	200.00	\$313.00
6-52	1 Liquor License Postings/Defacing (1st)	\$	50.00	\$124.00
6-52	2 Liquor License Postings/Defacing (2nd)	\$	100.00	\$187.00
6-52	3 Liquor License Postings/Defacing (3rd)	\$	200.00	\$313.00
6-137	1 State Statutes Adopted - Ch 125	\$	-	\$0.00
6-138	1 Open Intoxicants in Public Place (1st)	\$	50.00	\$124.00
6-138	2 Open Intoxicants in Public Place (2nd)	\$	100.00	\$187.00
6-138	3 Open Intoxicants in Public Place (3rd)	\$	200.00	\$313.00
6-139	1 Possession of Intoxicants in Park (1st)	\$	50.00	\$124.00
6-139	2 Possession of Intoxicants in Park (2nd)	\$	100.00	\$187.00
6-139	3 Possession of Intoxicants in Park (3rd+)	\$	200.00	\$313.00
6-140(a)	1 Permittee Allow Patron Leave w/Open Intox(1st)	\$	50.00	\$124.00
6-140(a)	2 Permittee Allow Patron Leave w/Open Intox(2nd)	\$	100.00	\$187.00
6-140(a)	3 Permittee Allow Patron Leave w/Open Intox(3rd)	\$	200.00	\$313.00
6-140(b)	1 Patron Leave Lic Premesis w/Open Intox (1st)	\$	50.00	\$124.00
6-140(b)	2 Patron Leave Lic Premesis w/Open Intox (2nd)	\$	100.00	\$187.00
6-140(b)	3 Patron Leave Lic Premesis w/Open Intox (3rd+)	\$	200.00	\$313.00
6-140(c)	1 Patron Leave Lic Premesis w/Unopen Intox(1st)	\$	50.00	\$124.00
6-140(c)	2 Patron Leave Lic Premesis w/Unopen Intox(2nd)	\$	100.00	\$187.00
6-140(c)	3 Patron Leave Lic Premesis w/Unopen Intox(3rd)	\$	200.00	\$313.00
9-3-16	1 Cable Television Subscriber Privacy (1st)	\$	100.00	\$187.00
9-3-16	2 Cable Television Subscriber Privacy (2nd)	\$	200.00	\$313.00
9-3-16	3 Cable Television Subscriber Privacy (3rd+)	\$	400.00	\$565.00
9-3-17	1 Unauthorized Connection/Modification (1st)	\$	50.00	\$124.00
9-3-17	2 Unauthorized Connection/Modification (2nd)	\$	100.00	\$187.00
9-3-17	3 Unauthorized Connection/Modification (3rd+)	\$	200.00	\$313.00
10-1	1 State Statutes Adopted - Ch 95, Ch 174	\$	-	\$0.00
10-3(a)	1 Dog License Required (1st)	\$	25.00	\$92.50
10-3(a)	2 Dog License Required (2nd)	\$	50.00	\$124.00
10-3(a)	3 Dog License Required (3rd+)	\$	100.00	\$187.00
10-4(a)	1 Rabies Vaccination for License Required (1st)	\$	25.00	\$92.50
10-4(a)	2 Rabies Vaccination for License Required (2nd)	\$	50.00	\$124.00
10-4(a)	3 Rabies Vaccination for License Required(3rd+)	\$	100.00	\$187.00
10-4(b)	1 Vet Required to Issue Certificate (1st)	\$	25.00	\$92.50
10-4(b)	2 Vet Required to Issue Certificate (2nd)	\$	50.00	\$124.00
10-4(b)	3 Vet Required to Issue Certificate (3rd+)	\$	100.00	\$187.00
10-4(c)	1 Vet Vaccination Record Keeping (1st)	\$	25.00	\$92.50
10-4(c)	2 Vet Vaccination Record Keeping (2nd)	\$	50.00	\$124.00
10-4(c)	3 Vet Vaccination Record Keeping (3rd+)	\$	100.00	\$187.00
10-4(d)	1 Vet Required to Provide Vaccination Tag (1st)	\$	25.00	\$92.50
10-4(d)	2 Vet Required to Provide Vaccination Tag (2nd)	\$	50.00	\$124.00
10-4(d)	3 Vet Required to Provide Vaccination Tag(3rd+)	\$	100.00	\$187.00
10-4(e)	1 Rabies Tag Attached to Animal Collar (1st)	\$	25.00	\$92.50
10-4(e)	2 Rabies Tag Attached to Animal Collar (2nd)	\$	50.00	\$124.00
10-4(e)	3 Rabies Tag Attached to Animal Collar (3rd+)	\$	100.00	\$187.00
10-4(f)	1 Duplicate Tag Required (1st)	\$	25.00	\$92.50
10-4(f)	2 Duplicate Tag Required (2nd)	\$	50.00	\$124.00
10-4(f)	3 Duplicate Tag Required (3rd+)	\$	100.00	\$187.00
10-4(g)	1 Rabies Cost - Owner Responsibility (1st)	\$	25.00	\$92.50
10-4(g)	2 Rabies Cost - Owner Responsibility (2nd)	\$	50.00	\$124.00
10-4(g)	3 Rabies Cost - Owner Responsibility (3rd+)	\$	100.00	\$187.00
10-5(c)	1 Limit on Dogs/Cats/Residential Zone (1st)	\$	50.00	\$124.00
10-5(c)	2 Limit on Dogs/Cats/Residential Zone (2nd)	\$	100.00	\$187.00
10-5(c)	3 Limit on Dogs/Cats/Residential Zone (3rd+)	\$	200.00	\$313.00
10-6	1 Maintain Clean/Sanitary Condition (1st)	\$	50.00	\$124.00
10-6	2 Maintain Clean/Sanitary Condition (2nd)	\$	100.00	\$187.00

10-6	3 Maintain Clean/Sanitary Condition (3rd+)	\$	200.00	\$313.00
10-7(a)(5)	1 Dog License Required/Attached to Collar (1st)	\$	25.00	\$92.50
10-7(a)(5)	2 Dog License Required/Attached to Collar (2nd)	\$	50.00	\$124.00
10-7(a)(5)	3 Dog License Required/Attached to Collar (3rd+)	\$	100.00	\$187.00
10-7(b)(2)	1 Kennel Licenses Required (1st)	\$	25.00	\$92.50
10-7(b)(2)	2 Kennel Licenses Required (2nd)	\$	50.00	\$124.00
10-7(b)(2)	3 Kennel Licenses Required (3rd+)	\$	100.00	\$187.00
10-7(c)(5)	1 Cat Licenses (1st)	\$	25.00	\$92.50
10-7(c)(5)	2 Cat Licenses (2nd)	\$	50.00	\$124.00
10-7(c)(5)	3 Cat Licenses (3rd+)	\$	100.00	\$187.00
10-9(a)	1 Dogs/Cats Confined if City Quarantine (1st)	\$	25.00	\$92.50
10-9(a)	2 Dogs/Cats Confined if City Quarantine (2nd)	\$	50.00	\$124.00
10-9(a)	3 Dogs/Cats Confined if City Quarantine (3rd+)	\$	100.00	\$187.00
10-9(b)	1 Quarantine Exempt w/Rabies Certificate (1st)	\$	25.00	\$92.50
10-9(b)	2 Quarantine Exempt w/Rabies Certificate (2nd)	\$	50.00	\$124.00
10-9(b)	3 Quarantine Exempt w/Rabies Certificate (3rd+)	\$	100.00	\$187.00
10-9(c)	1 Sacrifice Rabid Animal/Bite Suspicion (1st)	\$	25.00	\$92.50
10-9(c)	2 Sacrifice Rabid Animal/Bite Suspicion (2nd)	\$	50.00	\$124.00
10-9(c)	3 Sacrifice Rabid Animal/Bite Suspicion (3rd+)	\$	100.00	\$187.00
10-9(d)	1 Bite Owner Required to Confine Animal (1st)	\$	100.00	\$187.00
10-9(d)	2 Bite Owner Required to Confine Animal (2nd)	\$	200.00	\$313.00
10-9(d)	3 Bite Owner Required to Confine Animal (3rd+)	\$	300.00	\$439.00
10-9(e)	1 Delivery of Carcass for Exam (1st)	\$	25.00	\$92.50
10-9(e)	2 Delivery of Carcass for Exam (2nd)	\$	50.00	\$124.00
10-9(e)	3 Delivery of Carcass for Exam (3rd+)	\$	100.00	\$187.00
10-9(f)	1 Vet Cooperation Required (1st)	\$	25.00	\$92.50
10-9(f)	2 Vet Cooperation Required (2nd)	\$	50.00	\$124.00
10-9(f)	3 Vet Cooperation Required (3rd+)	\$	100.00	\$187.00
10-9(f)	1 Vet Cooperation Required (1st)	\$	25.00	\$92.50
10-9(f)	2 Vet Cooperation Required (2nd)	\$	50.00	\$124.00
10-9(f)	3 Vet Cooperation Required (3rd+)	\$	100.00	\$187.00
10-9(g)	1 Owner Responsible/Quarantine Expense (1st)	\$	25.00	\$92.50
10-9(g)	2 Owner Responsible/Quarantine Expense (2nd)	\$	50.00	\$124.00
10-9(g)	3 Owner Responsible/Quarantine Expense (3rd+)	\$	100.00	\$187.00
10-9(g)	1 Owner Responsible/Quarantine Expense (1st)	\$	25.00	\$92.50
10-9(g)	2 Owner Responsible/Quarantine Expense (2nd)	\$	50.00	\$124.00
10-9(g)	3 Owner Responsible/Quarantine Expense (3rd+)	\$	100.00	\$187.00
10-10(b)(1)	1 Animals Running at Large 1st	\$	25.00	\$92.50
10-10(b)(1)	2 Animals Running at Large 2nd	\$	50.00	\$124.00
10-10(b)(1)	3 Animals Running at Large 3rd+	\$	100.00	\$187.00
10-10(b)(2)a	1 Damage to/ Attempts to Damage Property by Dog 1st	\$	25.00	\$92.50
10-10(b)(2)a	2 Damage to/ Attempts to Damage Property by Dog 2nd	\$	50.00	\$124.00
10-10(b)(2)a	3 Damage to/ Attempts to Damage Property by Dog 3rd+	\$	100.00	\$187.00
10-10(b)(2)b	1 Dog Barks/Whines/Howls Excessive 1st	\$	25.00	\$92.50
10-10(b)(2)b	2 Dog Barks/Whines/Howls Excessive 2nd	\$	50.00	\$124.00
10-10(b)(2)b	3 Dog Barks/Whines/Howls Excessive 3rd+	\$	100.00	\$187.00
10-10(b)(2)c	1 Dog Bites/ Attempts to Bite a Person or Domestic Animal 1st	\$	25.00	\$92.50
10-10(b)(2)c	2 Dog Bites/ Attempts to Bite a Person or Domestic Animal 2nd	\$	50.00	\$124.00
10-10(b)(2)c	3 Dog Bites/ Attempts to Bite a Person or Domestic Animal 3rd+	\$	100.00	\$187.00
10-10(b)(2)d	1 Dog Attempts to Scratch/Harm/or Accost a human or animal	\$	25.00	\$92.50
10-10(b)(2)d	2 Dog Attempts to Scratch/Harm/or Accost a human or animal	\$	50.00	\$124.00
10-10(b)(2)d	3 Dog Attempt to Scratch/Harm/or Accost a human or animal	\$	100.00	\$187.00
10-10(b)(2)e	1 Dog Puts Person in Reasonable Fear of Attack 2nd	\$	50.00	\$124.00
10-10(b)(2)e	2 Dog Puts Person in Reasonable Fear of Attack 3rd+	\$	100.00	\$187.00
10-10(c)(1)	1 Dangerous Dog Prohibited 1st	\$	25.00	\$92.50
10-10(c)(1)	2 Dangerous Dog Prohibited 2nd	\$	50.00	\$124.00
10-10(c)(1)	3 Dangerous Dog Prohibited 3rd+	\$	100.00	\$187.00
10-10(c)(2)(a)1	1 Vicious Dog Premises w/o Proper Leash 1st	\$	25.00	\$92.50
10-10(c)(2)(a)1	2 Vicious Dog Premises w/o Proper Leash 2nd	\$	50.00	\$124.00
10-10(c)(2)(a)1	3 Vicious Dog Premises w/o Proper Leash 3rd+	\$	100.00	\$187.00
10-10(c)(2)(a)2	1 Vicious Dog off Premises With Unqualified Handler 1st	\$	25.00	\$92.50
10-10(c)(2)(a)2	2 Vicious Dog off Premises With Unqualified Handler 2nd	\$	50.00	\$124.00
10-10(c)(2)(a)2	3 Vicious Dog off Premises With Unqualified Handler 3rd+	\$	100.00	\$187.00
10-10(c)(2)(b)1	1 Vicious Dog Outdoor Confinement Requirements 1st	\$	25.00	\$92.50
10-10(c)(2)(b)1	2 Vicious Dog Outdoor Confinement Requirements 2nd	\$	50.00	\$124.00
10-10(c)(2)(b)1	3 Vicious Dog Outdoor Confinement Requirements 3rd+	\$	100.00	\$187.00

10-10(c)(2)(b)2	1 Vicious Dog Indoor Confinement Requirements 1st	\$ 25.00	\$92.50
10-10(c)(2)(b)2	2 Vicious Dog Indoor Confinement Requirements 2nd	\$ 50.00	\$124.00
10-10(c)(2)(b)2	3 Vicious Dog Indoor Confinement Requirements 3rd+	\$ 100.00	\$187.00
10-10(c)(2)c	1 Vicious Dog Warning Signage Requirements 1st	\$ 25.00	\$92.50
10-10(c)(2)c	2 Vicious Dog Warning Signage Requirements 2nd	\$ 50.00	\$124.00
10-10(c)(2)c	3 Vicious Dog Warning Signage Requirements 3rd+	\$ 100.00	\$187.00
10-10(c)(2)d	1 Vicious Dog Spay and Neuter Requirements 1st	\$ 25.00	\$92.50
10-10(c)(2)d	2 Vicious Dog Spay and Neuter Requirements 2nd	\$ 50.00	\$124.00
10-10(c)(2)d	3 Vicious Dog Spay and Neuter Requirements 3rd+	\$ 100.00	\$187.00
10-10(c)(2)e	1 Vicious Dog Insurance/Special Licensing Requirements 1st	\$ 25.00	\$92.50
10-10(c)(2)e	2 Vicious Dog Insurance/Special Licensing Requirements 2nd	\$ 50.00	\$124.00
10-10(c)(2)e	3 Vicious Dog Insurance/Special Licensing Requirements 3rd+	\$ 100.00	\$187.00
10-10(c)(2)f	1 Vicious Dog Multifamily Building Violation 1st	\$ 25.00	\$92.50
10-10(c)(2)f	2 Vicious Dog Multifamily Building Violation 2nd	\$ 50.00	\$124.00
10-10(c)(2)f	3 Vicious Dog Multifamily Building Violation 3rd+	\$ 100.00	\$187.00
10-10(c)(2)g	1 Vicious Dog Notifications Requirements 1st	\$ 25.00	\$92.50
10-10(c)(2)g	2 Vicious Dog Notifications Requirements 2nd	\$ 50.00	\$124.00
10-10(c)(2)g	3 Vicious Dog Notifications Requirements 3rd+	\$ 100.00	\$187.00
10-10(c)(2)h	1 Limit on Number of Vicious Dogs 1st	\$ 25.00	\$92.50
10-10(c)(2)h	2 Limit on Number of Vicious Dogs 2nd	\$ 50.00	\$124.00
10-10(c)(2)h	3 Limit on Number of Vicious Dogs 3rd+	\$ 100.00	\$187.00
10-10(c)(2)i	1 Violation of Court Order or Agreement 1st	\$ 25.00	\$92.50
10-10(c)(2)i	2 Violation of Court Order or Agreement 2nd	\$ 50.00	\$124.00
10-10(c)(2)i	3 Violation of Court Order or Agreement 3rd+	\$ 100.00	\$187.00
10-11(c)	1 Impoundment of Animals - License Req (1st)	\$ 25.00	\$92.50
10-11(c)	2 Impoundment of Animals - License Req (2nd)	\$ 50.00	\$124.00
10-11(c)	3 Impoundment of Animals - License Req (3rd+)	\$ 100.00	\$187.00
10-12	1 Dogs/Cats in Cemetary Prohibited (1st)	\$ 25.00	\$92.50
10-12	2 Dogs/Cats in Cemetary Prohibited (2nd)	\$ 50.00	\$124.00
10-12	3 Dogs/Cats in Cemetary Prohibited (3rd+)	\$ 100.00	\$187.00
10-13	1 Duty of Owner - Dog Bite (1st)	\$ 25.00	\$92.50
10-13	2 Duty of Owner - Dog Bite (2nd)	\$ 50.00	\$124.00
10-13	3 Duty of Owner - Dog Bite (3rd+)	\$ 100.00	\$187.00
10-14	1 Animal Feces - Owner Cleanup (1st)	\$ 25.00	\$92.50
10-14	2 Animal Feces - Owner Cleanup (2nd)	\$ 50.00	\$124.00
10-14	3 Animal Feces - Owner Cleanup (3rd+)	\$ 100.00	\$187.00
10-17	1 Prohibited/Protected Animals (1st)	\$ 100.00	\$187.00
10-17	2 Prohibited/Protected Animals (2nd)	\$ 200.00	\$313.00
10-17	3 Prohibited/Protected Animals (3rd+)	\$ 400.00	\$565.00
10-18	1 Wild Animals Prohibited (1st)	\$ 100.00	\$187.00
10-18	2 Wild Animals Prohibited (2nd)	\$ 200.00	\$313.00
10-18	3 Wild Animals Prohibited (3rd+)	\$ 400.00	\$565.00
10-19	1 Sale of Colored Chicks/Rabbits/Etc.	\$ 100.00	\$187.00
10-20	1 Provide Food/Drink to Confined Animal (1st)	\$ 50.00	\$124.00
10-20	2 Provide Food/Drink to Confined Animal (2nd)	\$ 100.00	\$187.00
10-20	3 Provide Food/Drink to Confined Animal (3rd+)	\$ 200.00	\$313.00
10-21	1 Provide Shelter to Confined Animal (1st)	\$ 50.00	\$124.00
10-21	2 Provide Shelter to Confined Animal (2nd)	\$ 100.00	\$187.00
10-21	3 Provide Shelter to Confined Animal (3rd+)	\$ 200.00	\$313.00
10-22(a)	1 Abandoned Animals Prohibited (1st)	\$ 50.00	\$124.00
10-22(a)	2 Abandoned Animals Prohibited (2nd)	\$ 100.00	\$187.00
10-22(a)	3 Abandoned Animals Prohibited (3rd+)	\$ 200.00	\$313.00
10-22(b)	1 Neglected/Cruel Treatment Prohibited (1st)	\$ 50.00	\$124.00
10-22(b)	2 Neglected/Cruel Treatment Prohibited (2nd)	\$ 100.00	\$187.00
10-22(b)	3 Neglected/Cruel Treatment Prohibited (3rd+)	\$ 200.00	\$313.00
10-22(c)	1 Injured Animal - Medical Attn Req'd (1st)	\$ 50.00	\$124.00
10-22(c)	2 Injured Animal - Medical Attn Req'd (2nd)	\$ 100.00	\$187.00
10-22(c)	3 Injured Animal - Medical Attn Req'd (3rd+)	\$ 200.00	\$313.00
10-23(a)	1 Cruelty/Disturb Nest of Bird (1st)	\$ 50.00	\$124.00
10-23(a)	2 Cruelty/Disturb Nest of Bird (2nd)	\$ 100.00	\$187.00
10-23(a)	3 Cruelty/Disturb Nest of Bird (3rd+)	\$ 200.00	\$313.00
10-23(b)	1 Leading Animal from Motor Vehicle (1st)	\$ 50.00	\$124.00
10-23(b)	2 Leading Animal from Motor Vehicle (2nd)	\$ 100.00	\$187.00
10-23(b)	3 Leading Animal from Motor Vehicle (3rd+)	\$ 200.00	\$313.00
10-23(c)	1 Expose Animal to Poisonous Substance (1st)	\$ 50.00	\$124.00
10-23(c)	2 Expose Animal to Poisonous Substance (2nd)	\$ 100.00	\$187.00

10-23(c)	3 Expose Animal to Poisonous Substance (3rd+)	\$ 200.00	\$313.00
10-23(d)	1 Prohibited Devices for Animal Use (1st)	\$ 50.00	\$124.00
10-23(d)	2 Prohibited Devices for Animal Use (2nd)	\$ 100.00	\$187.00
10-23(d)	3 Prohibited Devices for Animal Use (3rd+)	\$ 200.00	\$313.00
10-23(e)	1 Shooting at Caged/Staked Animals (1st)	\$ 50.00	\$124.00
10-23(e)	2 Shooting at Caged/Staked Animals (2nd)	\$ 100.00	\$187.00
10-23(e)	3 Shooting at Caged/Staked Animals (3rd+)	\$ 200.00	\$313.00
10-24	1 Trapping of Animals Prohibited (1st)	\$ 50.00	\$124.00
10-24	2 Trapping of Animals Prohibited (2nd)	\$ 100.00	\$187.00
10-24	3 Trapping of Animals Prohibited (3rd+)	\$ 200.00	\$313.00
10-25	1 Taking of Dog w/o Owner's Consent (1st)	\$ 100.00	\$187.00
10-25	2 Taking of Dog w/o Owner's Consent (2nd)	\$ 200.00	\$313.00
10-25	3 Taking of Dog w/o Owner's Consent (3rd+)	\$ 400.00	\$565.00
10-26	1 Operator Required/Report Dog Accident (1st)	\$ 50.00	\$124.00
10-26	2 Operator Required/Report Dog Accident (2nd)	\$ 100.00	\$187.00
10-26	3 Operator Required/Report Dog Accident (3rd+)	\$ 200.00	\$313.00
10-27	1 Permit Required/Keeping of Bees (1st)	\$ 50.00	\$124.00
10-27	2 Permit Required/Keeping of Bees (2nd)	\$ 100.00	\$187.00
10-27	3 Permit Required/Keeping of Bees (3rd+)	\$ 200.00	\$313.00
14-52	1 Control of Erosion and Pollutants	\$ 50.00	\$124.00
14-52	2 Control of Erosion and Pollutants	\$ 100.00	\$187.00
14-52	3 Control of Erosion and Pollutants	\$ 200.00	\$313.00
18-34	1 Automatic Dialing Services (1st)	\$ 100.00	\$187.00
18-34	2 Automatic Dialing Services (2nd)	\$ 200.00	\$313.00
18-34	3 Automatic Dialing Services (3rd+)	\$ 400.00	\$565.00
18-35	1 Direct Connection to Police Dept (1st)	\$ 100.00	\$187.00
18-35	2 Direct Connection to Police Dept (2nd)	\$ 200.00	\$313.00
18-35	3 Direct Connection to Police Dept (3rd+)	\$ 400.00	\$565.00
18-36(a)	1 Testing Alarm w/o Police Notification (1st)	\$ 50.00	\$124.00
18-36(a)	2 Testing Alarm w/o Police Notification (2nd)	\$ 100.00	\$187.00
18-36(a)	3 Testing Alarm w/o Police Notification (3rd+)	\$ 200.00	\$313.00
18-36(b)	1 Testing Police Response w/Alarm (1st)	\$ 50.00	\$124.00
18-36(b)	2 Testing Police Response w/Alarm (2nd)	\$ 100.00	\$187.00
18-36(b)	3 Testing Police Response w/Alarm (3rd+)	\$ 200.00	\$313.00
18-37	1 Alarm Service Fail/Notify Subscriber (1st)	\$ 50.00	\$124.00
18-37	2 Alarm Service Fail/Notify Subscriber (2nd)	\$ 100.00	\$187.00
18-37	3 Alarm Service Fail/Notify Subscriber (3rd+)	\$ 200.00	\$313.00
18-38	1 City Alarm Services (1st)	\$ 50.00	\$124.00
18-38	2 City Alarm Services (2nd)	\$ 100.00	\$187.00
18-38	3 City Alarm Services (3rd+)	\$ 200.00	\$313.00
18-39(b)	1 Intentional Activation of Alarm (1st)	\$ 100.00	\$187.00
18-39(b)	2 Intentional Activation of Alarm (2nd)	\$ 200.00	\$313.00
18-39(b)	3 Intentional Activation of Alarm (3rd+)	\$ 400.00	\$565.00
18-41(a)	1 Permit Required for Private Alarm (1st)	\$ 50.00	\$124.00
18-41(a)	2 Permit Required for Private Alarm (2nd)	\$ 100.00	\$187.00
18-41(a)	3 Permit Required for Private Alarm (3rd+)	\$ 200.00	\$313.00
18-77	1 Amusement/Music Devices License Req. (1st)	\$ 100.00	\$187.00
18-77	2 Amusement/Music Devices License Req. (2nd)	\$ 200.00	\$313.00
18-77	3 Amusement/Music Devices License Req. (3rd+)	\$ 400.00	\$565.00
18-111	1 Cigarette License Required (1st)	\$ 150.00	\$250.00
18-111	2 Cigarette License Required (2nd)	\$ 150.00	\$250.00
18-111	3 Cigarette License Required (3rd+)	\$ 150.00	\$250.00
18-148	1 Direct Sales Registration Required (1st)	\$ 100.00	\$187.00
18-148	2 Direct Sales Registration Required (2nd)	\$ 200.00	\$313.00
18-148	3 Direct Sales Registration Required (3rd+)	\$ 400.00	\$565.00
18-161(6)	1 Direct Sales Hours Regulated (1st)	\$ 50.00	\$124.00
18-161(6)	2 Direct Sales Hours Regulated (2nd)	\$ 100.00	\$187.00
18-161(6)	3 Direct Sales Hours Regulated (3rd)	\$ 200.00	\$313.00
18-186	1 Farmers' Market - Parking Limitations (1st)	\$ 50.00	\$124.00
18-186	2 Farmers' Market - Parking Limitations (2nd)	\$ 100.00	\$187.00
18-186	3 Farmers' Market - Parking Limitations (3rd+)	\$ 200.00	\$313.00
18-222	1 Garage Sale Hours (1st)	\$ 50.00	\$124.00
18-222	2 Garage Sale Hours (2nd)	\$ 100.00	\$187.00
18-222	3 Garage Sale Hours (3rd+)	\$ 200.00	\$313.00
18-296	1 Pharmacists' License Required (1st)	\$ 150.00	\$250.00
18-296	2 Pharmacists' License Required (2nd)	\$ 300.00	\$439.00

18-296	3 Pharmacists' License Required (3rd+)	\$ 600.00	\$817.00
18-333	1 Parade Permit Required (1st)	\$ 250.00	\$376.00
18-333	2 Parade Permit Required (2nd)	\$ 500.00	\$691.00
18-333	3 Parade Permit Required (3rd+)	\$ 1,000.00	\$1,321.00
18-401(a)	1 Street Privilege Permit Required (1st)	\$ 250.00	\$376.00
18-401(a)	2 Street Privilege Permit Required (2nd)	\$ 500.00	\$691.00
18-401(a)	3 Street Privilege Permit Required (3rd+)	\$ 1,000.00	\$1,321.00
18-401(e)	1 Conditions/Occupancy for Street Permit (1st)	\$ 100.00	\$187.00
18-401(e)	2 Conditions/Occupancy for Street Permit (2nd)	\$ 200.00	\$313.00
18-401(e)	3 Conditions/Occupancy for Street Permit (3rd+)	\$ 400.00	\$565.00
18-402(a)	1 Street Sales Prohibited (1st)	\$ 50.00	\$124.00
18-402(a)	2 Street Sales Prohibited (2nd)	\$ 100.00	\$187.00
18-402(a)	3 Street Sales Prohibited (3rd+)	\$ 200.00	\$313.00
18-402(c)	1 Special Event Vending Permit Conditions (1st)	\$ 50.00	\$124.00
18-402(c)	2 Special Event Vending Permit Conditions (2nd)	\$ 100.00	\$187.00
18-402(c)	3 Special Event Vending Permit Conditions (3rd+)	\$ 200.00	\$313.00
22-4	1 Disturbing Cemetary Property (1st)	\$ 50.00	\$124.00
22-4	2 Disturbing Cemetary Property (2nd)	\$ 100.00	\$187.00
22-4	3 Disturbing Cemetary Property (3rd+)	\$ 200.00	\$313.00
22-5	1 Protection of Cemetary Property (1st)	\$ 50.00	\$124.00
22-5	2 Protection of Cemetary Property (2nd)	\$ 100.00	\$187.00
22-5	3 Protection of Cemetary Property (3rd+)	\$ 200.00	\$313.00
22-6	1 Off-Road Operation in Cemetary (1st)	\$ 50.00	\$124.00
22-6	2 Off-Road Operation in Cemetary (2nd)	\$ 100.00	\$187.00
22-6	3 Off-Road Operation in Cemetary (3rd+)	\$ 200.00	\$313.00
22-7	1 Exceed Speed Limit in Cemetary (1st)	\$ 25.00	\$92.50
22-7	2 Exceed Speed Limit in Cemetary (2nd)	\$ 50.00	\$124.00
22-7	3 Exceed Speed Limit in Cemetary (3rd+)	\$ 100.00	\$187.00
22-8	1 Improper Cemetary Parking (1st)	\$ 50.00	\$124.00
22-8	2 Improper Cemetary Parking (2nd)	\$ 100.00	\$187.00
22-8	3 Improper Cemetary Parking (3rd+)	\$ 200.00	\$313.00
22-9	1 Littering in Cemetary Prohibited (1st)	\$ 50.00	\$124.00
22-9	2 Littering in Cemetary Prohibited (2nd)	\$ 100.00	\$187.00
22-9	3 Littering in Cemetary Prohibited (3rd+)	\$ 200.00	\$313.00
22-10	1 Pets Prohibited in Cemetary (1st)	\$ 50.00	\$124.00
22-10	2 Pets Prohibited in Cemetary (2nd)	\$ 100.00	\$187.00
22-10	3 Pets Prohibited in Cemetary (3rd+)	\$ 200.00	\$313.00
22-11	1 Sound Amplification System in Cemetary (2nd)	\$ 25.00	\$92.50
22-11	2 Sound Amplification System in Cemetary (2nd)	\$ 50.00	\$124.00
22-11	3 Sound Amplification System in Cemetary (3rd+)	\$ 100.00	\$187.00
22-12	1 Unauthorized Notices in Cemetary (1st)	\$ 50.00	\$124.00
22-12	2 Unauthorized Notices in Cemetary (2nd)	\$ 100.00	\$187.00
22-12	3 Unauthorized Notices in Cemetary (3rd+)	\$ 200.00	\$313.00
22-13	1 Loitering in Cemetary Prohibited (1st)	\$ 25.00	\$92.50
22-13	2 Loitering in Cemetary Prohibited (2nd)	\$ 50.00	\$124.00
22-13	3 Loitering in Cemetary Prohibited (3rd+)	\$ 100.00	\$187.00
22-15	1 Play Vehicles Prohibited in Cemetary (1st)	\$ 5.00	\$67.30
22-15	2 Play Vehicles Prohibited in Cemetary (2nd)	\$ 10.00	\$73.60
22-15	3 Play Vehicles Prohibited in Cemetary (3rd+)	\$ 20.00	\$86.20
22-16	1 Presence in Cemetary after Hours (1st)	\$ 25.00	\$92.50
22-16	2 Presence in Cemetary after Hours (2nd)	\$ 50.00	\$124.00
22-16	3 Presence in Cemetary after Hours (3rd+)	\$ 100.00	\$187.00
26-1	1 Safety and Professional Services Violation 1st Offense	\$ 50.00	\$124.00
26-1	2 Safety and Professional Services Violation 2nd Offense	\$ 100.00	\$187.00
26-1	3 Safety and Professional Services Violation 3rd Offense	\$ 200.00	\$313.00
26-2(a)	1 Open Burning Prohibited (1st)	\$ 50.00	\$124.00
26-2(a)	2 Open Burning Prohibited (2nd)	\$ 100.00	\$187.00
26-2(a)	3 Open Burning Prohibited (3rd+)	\$ 200.00	\$313.00
26-2(d)	1 Burning Prohibited by Fire Chief (1st)	\$ 100.00	\$187.00
26-2(d)	2 Burning Prohibited by Fire Chief (2nd)	\$ 200.00	\$313.00
26-2(d)	3 Burning Prohibited by Fire Chief (3rd+)	\$ 400.00	\$565.00
26-2(e)	1 Burning on Streets Prohibited (1st)	\$ 25.00	\$92.50
26-2(e)	2 Burning on Streets Prohibited (2nd)	\$ 50.00	\$124.00
26-2(e)	3 Burning on Streets Prohibited (3rd+)	\$ 100.00	\$187.00
26-3	1 Lighting Fire within 30 ft of Building (1st)	\$ 50.00	\$124.00
26-3	2 Lighting Fire within 30 ft of Building (2nd)	\$ 100.00	\$187.00

26-3	3 Lighting Fire within 30 ft of Building (3rd+)	\$ 200.00	\$313.00
26-4	1 Careless Smoking (1st)	\$ 100.00	\$187.00
26-4	2 Careless Smoking (2nd)	\$ 200.00	\$313.00
26-4	3 Careless Smoking (3rd+)	\$ 400.00	\$565.00
26-5	1 Bulk Storage Stations Violation (1st)	\$ 500.00	\$691.00
26-5	2 Bulk Storage Stations Violation (2nd+)	\$ 1,000.00	\$1,321.00
26-6	1 Interference with Use of Fire Hydrants (1st)	\$ 100.00	\$187.00
26-6	2 Interference with Use of Fire Hydrants (2nd)	\$ 200.00	\$313.00
26-6	3 Interference with Use of Fire Hydrants (3rd+)	\$ 400.00	\$565.00
26-8	1 Impeding Fire Equipment Prohibited (1st)	\$ 100.00	\$187.00
26-8	2 Impeding Fire Equipment Prohibited (2nd)	\$ 200.00	\$313.00
26-8	3 Impeding Fire Equipment Prohibited (3rd+)	\$ 400.00	\$565.00
26-9	1 Vehicles to Yield Right-of-Way (1st)	\$ 30.00	\$98.80
26-9	2 Vehicles to Yield Right-of-Way (2nd)	\$ 150.00	\$250.00
26-9	3 Vehicles to Yield Right-of-Way (3rd+)	\$ 300.00	\$439.00
26-76	1 Sale/Discharge of Fireworks Restricted (1st)	\$ 50.00	\$124.00
26-76	2 Sale/Discharge of Fireworks Restricted (2nd)	\$ 100.00	\$187.00
26-76	3 Sale/Discharge of Fireworks Restricted (3rd+)	\$ 200.00	\$313.00
26-114	1 Reimbursement for Clean-up of Spill (1st)	\$ 500.00	\$691.00
26-114	2 Reimbursement for Clean-up of Spill (2nd+)	\$ 1,000.00	\$1,321.00
26-115	1 Extinguish/Clean Fire w/HazMat (1st)	\$ 500.00	\$691.00
26-115	2 Extinguish/Clean Fire w/HazMat (2nd+)	\$ 1,000.00	\$1,321.00
26-116	1 Cleanup of Accidently Discharged Waste (1st)	\$ 500.00	\$691.00
26-116	2 Cleanup of Accidently Discharged Waste (2nd+)	\$ 1,000.00	\$1,321.00
26-117	1 Storage of Polluting Substances (1st)	\$ 500.00	\$691.00
26-117	2 Storage of Polluting Substances (2nd+)	\$ 1,000.00	\$1,321.00
30-1	1 Public Health and Welfare Rules/Regs (1st)	\$ 50.00	\$124.00
30-1	2 Public Health and Welfare Rules/Regs (2nd)	\$ 100.00	\$187.00
30-1	3 Public Health and Welfare Rules/Regs (3rd+)	\$ 200.00	\$313.00
30-3	1 Animals Excluded from Food Ests. (1st)	\$ 50.00	\$124.00
30-3	2 Animals Excluded from Food Ests. (2nd)	\$ 100.00	\$187.00
30-3	3 Animals Excluded from Food Ests. (3rd+)	\$ 200.00	\$313.00
30-4	1 Deposting Deleterious Substances (1st)	\$ 50.00	\$124.00
30-4	2 Deposting Deleterious Substances (2nd)	\$ 100.00	\$187.00
30-4	3 Deposting Deleterious Substances (3rd+)	\$ 200.00	\$313.00
30-5	1 Designation/Posting Smoking Areas	\$ 25.00	\$92.50
30-5(b)	1 Smoking Prohibited upon City Property	\$ 25.00	\$92.50
42-4	1 Mobile Home Parking Fee/Limitations (1st)	\$ 50.00	\$124.00
42-4	2 Mobile Home Parking Fee/Limitations (2nd)	\$ 100.00	\$187.00
42-4	3 Mobile Home Parking Fee/Limitations (3rd+)	\$ 200.00	\$313.00
46-1	2 State Statutes Adopted - Ch. 940 - Ch. 951	\$ -	\$0.00
46-1	1 State Statutes Adopted - Ch. 134,167,175,254	\$ -	\$0.00
46-2	1 Abuse of Emergency 911 Telephone (1st)	\$ 100.00	\$187.00
46-2	2 Abuse of Emergency 911 Telephone (2nd)	\$ 200.00	\$313.00
46-2	3 Abuse of Emergency 911 Telephone (3rd+)	\$ 400.00	\$565.00
46-31(a)	1 Discharge of Firearms Regulated (1st)	\$ 50.00	\$124.00
46-31(a)	2 Discharge of Firearms Regulated (2nd)	\$ 100.00	\$187.00
46-31(a)	3 Discharge of Firearms Regulated (3rd+)	\$ 200.00	\$313.00
46-31(b)	1 Shooting Into City Limits (1st)	\$ 50.00	\$124.00
46-31(b)	2 Shooting Into City Limits (2nd)	\$ 100.00	\$187.00
46-31(b)	3 Shooting Into City Limits (3rd+)	\$ 200.00	\$313.00
46-31(g)	1 Explosive Devices w/o Permit (1st)	\$ 100.00	\$187.00
46-31(g)	2 Explosive Devices w/o Permit (2nd)	\$ 200.00	\$313.00
46-31(g)	3 Explosive Devices w/o Permit (3rd+)	\$ 400.00	\$565.00
46-33	1 Throw/Shoot Arrow/Stone/Other Missile (1st)	\$ 50.00	\$124.00
46-33	2 Throw/Shoot Arrow/Stone/Other Missile (2nd)	\$ 100.00	\$187.00
46-33	3 Throw/Shoot Arrow/Stone/Other Missile (3rd+)	\$ 200.00	\$313.00
46-34(b)	1 Obstructing Street Prohibited (1st)	\$ 25.00	\$92.50
46-34(b)	2 Obstructing Street Prohibited (2nd)	\$ 50.00	\$124.00
46-34(b)	3 Obstructing Street Prohibited (3rd+)	\$ 100.00	\$187.00
46-34(c)	1 Obstructing Sidewalk Prohibited (1st)	\$ 25.00	\$92.50
46-34(c)	2 Obstructing Sidewalk Prohibited (2nd)	\$ 50.00	\$124.00
46-34(c)	3 Obstructing Sidewalk Prohibited (3rd+)	\$ 100.00	\$187.00
46-35	1 Bridge Activity Restricted	\$ 30.00	\$98.80
46-35	2 Bridge Activity Restricted	\$ 60.00	\$136.60
46-35	3 Bridge Activity Restricted	\$ 125.00	\$218.50

46-36	1 Loud and Unnecessary Noise Prohibited (1st)	\$ 30.00	\$98.80
46-36	2 Loud and Unnecessary Noise Prohibited (2nd)	\$ 60.00	\$136.60
46-36	3 Loud and Unnecessary Noise Prohibited (3rd+)	\$ 125.00	\$218.50
46-37	1 Defecating/Urinating in Public Place (1st)	\$ 60.00	\$136.60
46-37	2 Defecating/Urinating in Public Place (2nd)	\$ 90.00	\$174.40
46-37	3 Defecating/Urinating in Public Place (3rd)	\$ 125.00	\$218.50
46-38(b)	1 Unauthorized Presence/School Property (1st)	\$ 50.00	\$124.00
46-38(b)	2 Unauthorized Presence/School Property (2nd)	\$ 100.00	\$187.00
46-38(b)	3 Unauthorized Presence/School Property (3rd+)	\$ 200.00	\$313.00
46-38(c)	1 Disorderly Conduct on School Property (1st)	\$ 25.00	\$92.50
46-38(c)	2 Disorderly Conduct on School Property (2nd)	\$ 50.00	\$124.00
46-38(c)	3 Disorderly Conduct on School Property (3rd+)	\$ 100.00	\$187.00
46-38(d)	1 Loitering Near School (1st)	\$ 25.00	\$92.50
46-38(d)	2 Loitering Near School (2nd)	\$ 50.00	\$124.00
46-38(d)	3 Loitering Near School (3rd+)	\$ 100.00	\$187.00
46-39(b)	1 Truancy Prohibited (1st)	\$ 50.00	\$124.00
46-39(b)	2 Truancy Prohibited (2nd+)	\$ 100.00	\$187.00
46-39(c)	1 Habitual Truancy	\$ 200.00	\$313.00
46-39(d)	1 Contributing to Truancy (1st)	\$ 50.00	\$124.00
46-39(d)	2 Contributing to Truancy (2nd)	\$ 100.00	\$187.00
46-39(d)	3 Contributing to Truancy (3rd+)	\$ 200.00	\$313.00
46-39(e)	1 Parental Liability for Truancy (1st)	\$ 50.00	\$124.00
46-39(e)	2 Parental Liability for Truancy (2nd)	\$ 100.00	\$187.00
46-39(e)	3 Parental Liability for Truancy (3rd+)	\$ 200.00	\$313.00
46-40	1 Failure to Obey Lawful Order (1st)	\$ 100.00	\$187.00
46-40	2 Failure to Obey Lawful Order (2nd)	\$ 200.00	\$313.00
46-40	3 Failure to Obey Lawful Order (3rd+)	\$ 400.00	\$565.00
46-41(b)	4 Possession of Marijuana (Juvenile)	\$ 100.00	\$187.00
46-41(b)	2 Possession of Marijuana (Adult)	\$ 200.00	\$313.00
46-41(b)	1 Possession of Marijuana (Adult w/Enhancer)	\$ 400.00	\$565.00
46-41(b)	2 Possession of Drug Para. (Juvenile w/Enhancer)	\$ 200.00	\$313.00
46-41(c)	4 Possession of Drug Paraphernalia (Juvenile)	\$ 100.00	\$187.00
46-41(c)	3 Possession of Drug Paraphernalia (Adult)	\$ 200.00	\$313.00
46-41(c)	1 Possession of Drug Para. (Adult w/Enhancer)	\$ 400.00	\$565.00
46-42	1 Operate Remote/Radio Control Toys (1st)	\$ 50.00	\$124.00
46-42	2 Operate Remote/Radio Control Toys (2nd)	\$ 100.00	\$187.00
46-42	3 Operate Remote/Radio Control Toys (3rd+)	\$ 200.00	\$313.00
46-43(c)	1 Bullying and Harassment	\$ 25.00	\$92.50
46-43(c)	2 Bullying and Harassment	\$ 50.00	\$124.00
46-43(c)	3 Bullying and Harassment	\$ 100.00	\$187.00
46-77(a)	1 Littering Prohibited (1st)	\$ 50.00	\$124.00
46-77(a)	2 Littering Prohibited (2nd)	\$ 100.00	\$187.00
46-77(a)	3 Littering Prohibited (3rd+)	\$ 200.00	\$313.00
46-77(c)	1 Deposting of Material Prohibited (1st)	\$ 50.00	\$124.00
46-77(c)	2 Deposting of Material Prohibited (2nd)	\$ 100.00	\$187.00
46-77(c)	3 Deposting of Material Prohibited (3rd+)	\$ 200.00	\$313.00
46-77(d)1	1 Scattering of Handbills Prohibited (1st)	\$ 50.00	\$124.00
46-77(d)1	2 Scattering of Handbills Prohibited (2nd)	\$ 100.00	\$187.00
46-77(d)1	3 Scattering of Handbills Prohibited (3rd+)	\$ 200.00	\$313.00
46-77(d)2	1 Papers in Public Places Prohibited (1st)	\$ 50.00	\$124.00
46-77(d)2	2 Papers in Public Places Prohibited (2nd)	\$ 100.00	\$187.00
46-77(d)2	3 Papers in Public Places Prohibited (3rd+)	\$ 200.00	\$313.00
46-78	1 Abandoned Refrigerators Prohibited (1st)	\$ 50.00	\$124.00
46-78	2 Abandoned Refrigerators Prohibited (2nd)	\$ 100.00	\$187.00
46-78	3 Abandoned Refrigerators Prohibited (3rd+)	\$ 200.00	\$313.00
46-79(b)	1 Possess Library Material w/o Consent (1st)	\$ 100.00	\$187.00
46-79(b)	2 Possess Library Material w/o Consent (2nd)	\$ 200.00	\$313.00
46-79(b)	3 Possess Library Material w/o Consent (3rd+)	\$ 400.00	\$565.00
46-79(c)	1 Concealment of Library Material (1st)	\$ 100.00	\$187.00
46-79(c)	2 Concealment of Library Material (2nd)	\$ 200.00	\$313.00
46-79(c)	3 Concealment of Library Material (3rd+)	\$ 400.00	\$565.00
46-79(e)	1 Damaging of Library Material (1st)	\$ 100.00	\$187.00
46-79(e)	2 Damaging of Library Material (2nd)	\$ 200.00	\$313.00
46-79(e)	3 Damaging of Library Material (3rd+)	\$ 400.00	\$565.00
46-79(f)	1 Fail/Return Library Material on Demand (1st)	\$ 100.00	\$187.00
46-79(f)	2 Fail/Return Library Material on Demand (2nd)	\$ 200.00	\$313.00

46-79(f)	3 Fail/Return Library Material on Demand (3rd+)	\$	400.00	\$565.00
46-111	1 Juvenile Possess Controlled Substance (1st)	\$	100.00	\$187.00
46-111	2 Juvenile Possess Controlled Substance (2nd)	\$	150.00	\$250.00
46-111	3 Juvenile Possess Controlled Substance (3rd+)	\$	200.00	\$313.00
46-112(b)	1 Juvenile Curfew	\$	25.00	\$92.50
46-112(d)	1 Parental Responsibility/Juvenile Curfew (1st)	\$	50.00	\$124.00
46-112(d)	2 Parental Responsibility/Juvenile Curfew (2nd)	\$	100.00	\$187.00
46-112(d)	3 Parental Responsibility/Juvenile Curfew (3rd)	\$	100.00	\$187.00
46-113	1 Possession of Nicotine under 18yoa	\$	50.00	\$124.00
46-114	1 Sell Nicotine to under 18yoa	\$	150.00	\$250.00
46-114	2 Sell Nicotine to under 18yoa 2nd in 1y	\$	300.00	\$439.00
46-114(e)	1 Procure Nicotine for under 18yoa	\$	150.00	\$250.00
46-114(e)	2 Procure Nicotine under 18yoa 2nd in 30mo	\$	300.00	\$439.00
46-115(c)	1 Possess or purchase Vape under 18y	\$	50.00	\$124.00
46-115(c)3	1 Procure Vapor Product for under 18yoa	\$	150.00	\$250.00
46-115(c)3	2 Procure Vape for under 18yoa 2nd in 30mo	\$	300.00	\$439.00
46-152	1 Public Nuisances Prohibited (1st)	\$	50.00	\$124.00
46-152	2 Public Nuisances Prohibited (2nd)	\$	100.00	\$187.00
46-152	3 Public Nuisances Prohibited (3rd+)	\$	200.00	\$313.00
46-153	1 Public Nuisance (Health) - CITE UNDER 46-152	\$	-	\$0.00
46-154	1 Public Nuisance (Morals) - CITE UNDER 46-152	\$	-	\$0.00
46-154(1)	1 Adulterated Food & Drink 1st	\$	50.00	\$124.00
46-154(1)	2 Adulterated Food & Drink 2nd	\$	100.00	\$187.00
46-154(1)	3 Adulterated Food & Drink 3rd+	\$	200.00	\$313.00
46-154(2)	1 Unburied Carcasses 1st	\$	50.00	\$124.00
46-154(2)	2 Unburied Carcasses 2nd	\$	100.00	\$187.00
46-154(2)	3 Unburied Carcasses 3rd+	\$	200.00	\$313.00
46-154(3)	1 Breeding Places for Vermin 1st	\$	50.00	\$124.00
46-154(3)	2 Breeding Places for Vermin 2nd	\$	100.00	\$187.00
46-154(3)	3 Breeding Places for Vermin 3rd+	\$	200.00	\$313.00
46-154(4)	1 Stagnant Water 1st	\$	50.00	\$124.00
46-154(4)	2 Stagnant Water 2nd	\$	100.00	\$187.00
46-154(4)	3 Stagnant Water 3rd+	\$	200.00	\$313.00
46-154(5)	1 Garbage Cans 1st	\$	50.00	\$124.00
46-154(5)	2 Garbage Cans 2nd	\$	100.00	\$187.00
46-154(5)	3 Garbage Cans 3rd+	\$	200.00	\$313.00
46-154(6)	1 Vegetation Offenses 1st	\$	50.00	\$124.00
46-154(6)	2 Vegetation Offenses 2nd	\$	100.00	\$187.00
46-154(6)	3 Vegetation Offenses 3rd+	\$	200.00	\$313.00
46-154(7)	1 Water Pollution 1st	\$	50.00	\$124.00
46-154(7)	2 Water Pollution 2nd	\$	100.00	\$187.00
46-154(7)	3 Water Pollution 3rd+	\$	200.00	\$313.00
46-154(8)	1 Noxious Odors 1st	\$	50.00	\$124.00
46-154(8)	2 Noxious Odors 2nd	\$	100.00	\$187.00
46-154(8)	3 Noxious Odors 3rd+	\$	200.00	\$313.00
46-154(9)	1 Street Pollution 1st	\$	50.00	\$124.00
46-154(9)	2 Street Pollution 2nd	\$	100.00	\$187.00
46-154(9)	3 Street Pollution 3rd+	\$	200.00	\$313.00
46-154(10)	1 Nuisance Garbage Accumulation (1st)	\$	100.00	\$187.00
46-154(10)	2 Nuisance Garbage Accumulation (2nd)	\$	200.00	\$313.00
46-154(10)	3 Nuisance Garbage Accumulation (3rd+)	\$	400.00	\$565.00
46-154(10)	1 Accumulations of Refuse 1st	\$	50.00	\$124.00
46-154(10)	2 Accumulations of Refuse 2nd	\$	100.00	\$187.00
46-154(10)	3 Accumulations of Refuse 3rd+	\$	200.00	\$313.00
46-154(11)	1 Air Pollution 1st	\$	50.00	\$124.00
46-154(11)	2 Air Pollution 2nd	\$	100.00	\$187.00
46-154(11)	3 Air Pollution 3rd+	\$	200.00	\$313.00
46-154(12)	1 Feeding of Deer 1st	\$	50.00	\$124.00
46-154(12)	2 Feeding of Deer 2nd	\$	100.00	\$187.00
46-154(12)	3 Feeding of Deer 3rd+	\$	200.00	\$313.00
46-154(13)	1 Feeding of Migratory Waterfowl 1st	\$	50.00	\$124.00
46-154(13)	2 Feeding of Migratory Waterfowl 2nd	\$	100.00	\$187.00
46-154(13)	3 Feeding of Migratory Waterfowl 3rd+	\$	200.00	\$313.00
46-154(14)	1 Water Accumulation 1st	\$	50.00	\$124.00
46-154(14)	2 Water Accumulation 2nd	\$	100.00	\$187.00
46-154(14)	3 Water Accumulation 3rd+	\$	200.00	\$313.00

46-154(15)	1 Animal Offenses 1st	\$ 50.00	\$124.00
46-154(15)	2 Animal Offenses 2nd	\$ 100.00	\$187.00
46-154(15)	3 Animal Offenses 3rd+	\$ 200.00	\$313.00
46-155	1 Public Nuisance (Safety) - CITE UNDER 46-152	\$ -	\$0.00
46-155(1)	1 Disorderly Houses 1st	\$ 50.00	\$124.00
46-155(1)	2 Disorderly Houses 2nd	\$ 100.00	\$187.00
46-155(1)	3 Disorderly Houses 3rd+	\$ 200.00	\$313.00
46-155(2)	1 Gambling Devices 1st	\$ 50.00	\$124.00
46-155(2)	2 Gambling Devices 2nd	\$ 100.00	\$187.00
46-155(2)	3 Gambling Devices 3rd+	\$ 200.00	\$313.00
46-155(3)	1 Unlicensed Sale of Liquor & Beer 1st	\$ 50.00	\$124.00
46-155(3)	2 Unlicensed Sale of Liquor & Beer 2nd	\$ 100.00	\$187.00
46-155(3)	3 Unlicensed Sale of Liquor & Beer 3rd+	\$ 200.00	\$313.00
46-155(4)	1 Continuous Violations of Ordinances 1st	\$ 50.00	\$124.00
46-155(4)	2 Continuous Violations of Ordinances 2nd	\$ 100.00	\$187.00
46-155(4)	3 Continuous Violations of Ordinances 3rd+	\$ 200.00	\$313.00
46-155(5)	1 Illegal Drinking 1st	\$ 50.00	\$124.00
46-155(5)	2 Illegal Drinking 2nd	\$ 100.00	\$187.00
46-155(5)	3 Illegal Drinking 3rd+	\$ 200.00	\$313.00
46-155(6)	1 Conduct of Unlawful Activity 1st	\$ 50.00	\$124.00
46-155(6)	2 Conduct of Unlawful Activity 2nd	\$ 100.00	\$187.00
46-155(6)	3 Conduct of Unlawful Activity 3rd+	\$ 200.00	\$313.00
46-155(7)	1 Illegal Drugs & Contraband 1st	\$ 50.00	\$124.00
46-155(7)	2 Illegal Drugs & Contraband 2nd	\$ 100.00	\$187.00
46-155(7)	3 Illegal Drugs & Contraband 3rd+	\$ 200.00	\$313.00
46-155(8)	1 Inadequate or Improper Maintenance 1st	\$ 50.00	\$124.00
46-155(8)	2 Inadequate or Improper Maintenance 2nd	\$ 100.00	\$187.00
46-155(8)	3 Inadequate or Improper Maintenance 3rd+	\$ 200.00	\$313.00
46-155(9)	1 Accumulation of Excessive Personal Property 1st	\$ 50.00	\$124.00
46-155(9)	2 Accumulation of Excessive Personal Property 2nd	\$ 100.00	\$187.00
46-155(9)	3 Accumulation of Excessive Personal Property 3rd+	\$ 200.00	\$313.00
46-156(1)	1 Signs Billboards Etc. 1st	\$ 50.00	\$124.00
46-156(1)	2 Signs Billboards Etc. 2nd	\$ 100.00	\$187.00
46-156(1)	3 Signs Billboards Etc. 3rd+	\$ 200.00	\$313.00
46-156(2)	1 Illegal Buildings 1st	\$ 50.00	\$124.00
46-156(2)	2 Illegal Buildings 2nd	\$ 100.00	\$187.00
46-156(2)	3 Illegal Buildings 3rd+	\$ 200.00	\$313.00
46-156(3)	1 Unauthorized Traffic Signs 1st	\$ 50.00	\$124.00
46-156(3)	2 Unauthorized Traffic Signs 2nd	\$ 100.00	\$187.00
46-156(3)	3 Unauthorized Traffic Signs 3rd+	\$ 200.00	\$313.00
46-156(4)	1 Obstruction of Intersections 1st	\$ 50.00	\$124.00
46-156(4)	2 Obstruction of Intersections 2nd	\$ 100.00	\$187.00
46-156(4)	3 Obstruction of Intersections 3rd+	\$ 200.00	\$313.00
46-156(5)	1 Limbs of Trees Hedges etc. 1st	\$ 50.00	\$124.00
46-156(5)	2 Limbs of Trees Hedges etc. 2nd	\$ 100.00	\$187.00
46-156(5)	3 Limbs of Trees Hedges etc. 3rd+	\$ 200.00	\$313.00
46-156(6)	1 Dangerous Trees 1st	\$ 50.00	\$124.00
46-156(6)	2 Dangerous Trees 2nd	\$ 100.00	\$187.00
46-156(6)	3 Dangerous Trees 3rd+	\$ 200.00	\$313.00
46-156(7)	1 Fireworks 1st	\$ 75.00	\$155.50
46-156(7)	2 Fireworks 2nd	\$ 100.00	\$187.00
46-156(7)	3 Fireworks 3rd+	\$ 200.00	\$313.00
46-156(8)	1 Dilapidated Buildings 1st	\$ 50.00	\$124.00
46-156(8)	2 Dilapidated Buildings 2nd	\$ 100.00	\$187.00
46-156(8)	3 Dilapidated Buildings 3rd+	\$ 200.00	\$313.00
46-156(9)	1 Wires Over Streets 1st	\$ 50.00	\$124.00
46-156(9)	2 Wires Over Streets 2nd	\$ 100.00	\$187.00
46-156(9)	3 Wires Over Streets 3rd+	\$ 200.00	\$313.00
46-156(10)	1 Noisy Animals or Fowls 1st	\$ 50.00	\$124.00
46-156(10)	2 Noisy Animals or Fowls 2nd	\$ 100.00	\$187.00
46-156(10)	3 Noisy Animals or Fowls 3rd+	\$ 200.00	\$313.00
46-156(11)	1 Obstruction of Streets 1st	\$ 50.00	\$124.00
46-156(11)	2 Obstruction of Streets 2nd	\$ 100.00	\$187.00
46-156(11)	3 Obstruction of Streets 3rd+	\$ 200.00	\$313.00
46-156(12)	1 Open Excavations 1st	\$ 50.00	\$124.00
46-156(12)	2 Open Excavations 2nd	\$ 100.00	\$187.00

46-156(12)	3 Open Excavations 3rd+	\$	200.00	\$313.00
46-156(13)	1 Flammable Liquids 1st	\$	50.00	\$124.00
46-156(13)	2 Flammable Liquids 2nd	\$	100.00	\$187.00
46-156(13)	3 Flammable Liquids 3rd+	\$	200.00	\$313.00
46-156(14)	1 Unauthorized Large Gatherings 1st	\$	50.00	\$124.00
46-156(14)	2 Unauthorized Large Gatherings 2nd	\$	100.00	\$187.00
46-156(14)	3 Unauthorized Large Gatherings 3rd+	\$	200.00	\$313.00
46-156(15)	1 Snow and Ice 1st	\$	50.00	\$124.00
46-156(15)	2 Snow and Ice 2nd	\$	100.00	\$187.00
46-156(15)	3 Snow and Ice 3rd+	\$	200.00	\$313.00
46-156(16)	1 Vehicles and Appliances 1st	\$	50.00	\$124.00
46-156(16)	2 Vehicles and Appliances 2nd	\$	100.00	\$187.00
46-156(16)	3 Vehicles and Appliances 3rd+	\$	200.00	\$313.00
46-156(17)	1 Construction Debris 1st	\$	50.00	\$124.00
46-156(17)	2 Construction Debris 2nd	\$	100.00	\$187.00
46-156(17)	3 Construction Debris 3rd+	\$	200.00	\$313.00
46-156(18)	1 Vibrations 1st	\$	50.00	\$124.00
46-156(18)	2 Vibrations 2nd	\$	100.00	\$187.00
46-156(18)	3 Vibrations 3rd+	\$	200.00	\$313.00
46-156(19)	1 Antennae 1st	\$	50.00	\$124.00
46-156(19)	2 Antennae 2nd	\$	100.00	\$187.00
46-156(19)	3 Antennae 3rd+	\$	200.00	\$313.00
46-156(20)	1 Dangerous Ungraded Machinery 1st	\$	50.00	\$124.00
46-156(20)	2 Dangerous Ungraded Machinery 2nd	\$	100.00	\$187.00
46-156(20)	3 Dangerous Ungraded Machinery 3rd+	\$	200.00	\$313.00
46-156(21)	1 Sharp Items 1st	\$	50.00	\$124.00
46-156(21)	2 Sharp Items 2nd	\$	100.00	\$187.00
46-156(21)	3 Sharp Items 3rd	\$	200.00	\$313.00
46-156(22)	1 Offenses Against Public Safety & Peace 1st	\$	50.00	\$124.00
46-156(22)	2 Offenses Against Public Safety & Peace 2nd	\$	100.00	\$187.00
46-156(22)	3 Offenses Against Public Safety & Peace 3rd+	\$	200.00	\$313.00
46-156(23)	1 Offenses Against Property 1st	\$	50.00	\$124.00
46-156(23)	2 Offenses Against Property 2nd	\$	100.00	\$187.00
46-156(23)	3 Offenses Against Property 3rd+	\$	200.00	\$313.00
46-156(24)	1 Building Regulation Offenses 1st	\$	50.00	\$124.00
46-156(24)	2 Building Regulation Offenses 2nd	\$	100.00	\$187.00
46-156(24)	3 Building Regulation Offenses 3rd+	\$	200.00	\$313.00
46-156(25)	1 Fire Prevention & Protection Offenses 1st	\$	50.00	\$124.00
46-156(25)	2 Fire Prevention & Protection Offenses 2nd	\$	100.00	\$187.00
46-156(25)	3 Fire Prevention & Protection Offenses 3rd+	\$	200.00	\$313.00
46-172	1 Child Safety Zone Violation	\$	100.00	\$187.00
46-172	2 Child Safety Zone Violation	\$	150.00	\$250.00
46-172	3 Child Safety Zone Violation	\$	200.00	\$313.00
50-72(1)	1 Littering in Park Prohibited (1st)	\$	50.00	\$124.00
50-72(1)	2 Littering in Park Prohibited (2nd)	\$	100.00	\$187.00
50-72(1)	3 Littering in Park Prohibited (3rd+)	\$	200.00	\$313.00
50-72(2)	1 Sound Amplification in Park Prohibited (1st)	\$	25.00	\$92.50
50-72(2)	2 Sound Amplification in Park Prohibited (2nd)	\$	50.00	\$124.00
50-72(2)	3 Sound Amplification in Park Prohibited (3rd+)	\$	100.00	\$187.00
50-72(3)	1 Bill Posting in Park Prohibited (1st)	\$	50.00	\$124.00
50-72(3)	2 Bill Posting in Park Prohibited (2nd)	\$	100.00	\$187.00
50-72(3)	3 Bill Posting in Park Prohibited (3rd+)	\$	200.00	\$313.00
50-72(4)	1 Throwing of Missiles/Stones in Park (1st)	\$	50.00	\$124.00
50-72(4)	2 Throwing of Missiles/Stones in Park (2nd)	\$	100.00	\$187.00
50-72(4)	3 Throwing of Missiles/Stones in Park (3rd+)	\$	200.00	\$313.00
50-72(5)	1 Removal of Park Equipment Prohibited (1st)	\$	100.00	\$187.00
50-72(5)	2 Removal of Park Equipment Prohibited (2nd)	\$	200.00	\$313.00
50-72(5)	3 Removal of Park Equipment Prohibited (3rd+)	\$	400.00	\$565.00
50-72(6)	1 Trapping in Park Prohibited (1st)	\$	100.00	\$187.00
50-72(6)	2 Trapping in Park Prohibited (2nd)	\$	200.00	\$313.00
50-72(6)	3 Trapping in Park Prohibited (3rd+)	\$	400.00	\$565.00
50-72(7)	1 Making of Fires in Park Prohibited (1st)	\$	50.00	\$124.00
50-72(7)	2 Making of Fires in Park Prohibited (2nd)	\$	100.00	\$187.00
50-72(7)	3 Making of Fires in Park Prohibited (3rd+)	\$	200.00	\$313.00
50-72(8)	1 Tampering with Park Property Prohibited (1st)	\$	100.00	\$187.00
50-72(8)	2 Tampering with Park Property Prohibited (2nd)	\$	200.00	\$313.00

50-72(8)	3 Tampering with Park Property Prohibited(3rd+)	\$	400.00	\$565.00
50-72(9)	1 Motor Vehicle Operation in Park (1st)	\$	10.00	\$73.60
50-72(9)	2 Motor Vehicle Operation in Park (2nd)	\$	20.00	\$86.20
50-72(9)	3 Motor Vehicle Operation in Park (3rd)	\$	40.00	\$111.40
50-72(10)	1 Snowmobile Operation in Park (1st)	\$	25.00	\$92.50
50-72(10)	2 Snowmobile Operation in Park (2nd)	\$	50.00	\$124.00
50-72(10)	3 Snowmobile Operation in Park (3rd+)	\$	100.00	\$187.00
50-72(11)	1 Exceeding Speed Limit in Park (1st)	\$	25.00	\$92.50
50-72(11)	2 Exceeding Speed Limit in Park (2nd)	\$	50.00	\$124.00
50-72(11)	3 Exceeding Speed Limit in Park (3rd+)	\$	100.00	\$187.00
50-72(12)	1 Glass Bottles in Park Prohibited (1st)	\$	10.00	\$73.60
50-72(12)	2 Glass Bottles in Park Prohibited (2nd)	\$	20.00	\$86.20
50-72(12)	3 Glass Bottles in Park Prohibited (3rd+)	\$	40.00	\$111.40
50-72(14)	1 Parking in City Park Outside Parking Area	\$	20.00	\$20.00
50-72(15)	1 Horses/Carriages in Park Regulations (1st)	\$	10.00	\$73.60
50-72(15)	2 Horses/Carriages in Park Regulations (2nd)	\$	20.00	\$86.20
50-72(15)	3 Horses/Carriages in Park Regulations (3rd+)	\$	40.00	\$111.40
50-72(16)	1 Removing Tree Protectors in Park (1st)	\$	50.00	\$124.00
50-72(16)	2 Removing Tree Protectors in Park (2nd)	\$	100.00	\$187.00
50-72(16)	3 Removing Tree Protectors in Park (3rd+)	\$	200.00	\$313.00
50-72(17)	1 Golfing in Park Prohibited (1st)	\$	10.00	\$73.60
50-72(17)	2 Golfing in Park Prohibited (2nd)	\$	20.00	\$86.20
50-72(17)	3 Golfing in Park Prohibited (3rd+)	\$	40.00	\$111.40
50-72(18)	1 Use of Bow/Arrow in Park Prohibited (1st)	\$	10.00	\$73.60
50-72(18)	2 Use of Bow/Arrow in Park Prohibited (2nd)	\$	20.00	\$86.20
50-72(18)	3 Use of Bow/Arrow in Park Prohibited (3rd+)	\$	40.00	\$111.40
50-72(19)	1 Use of Park Facility w/o Fee Payment (1st)	\$	50.00	\$124.00
50-72(19)	2 Use of Park Facility w/o Fee Payment (2nd)	\$	100.00	\$187.00
50-72(19)	3 Use of Park Facility w/o Fee Payment (3rd+)	\$	200.00	\$313.00
50-72(20)	1 Pets Prohibited in Park (1st)	\$	25.00	\$92.50
50-72(20)	2 Pets Prohibited in Park (2nd)	\$	50.00	\$124.00
50-72(20)	3 Pets Prohibited in Park (3rd+)	\$	100.00	\$187.00
50-72(21)	1 Possess/Discharge Weapon in Park (1st)	\$	100.00	\$187.00
50-72(21)	2 Possess/Discharge Weapon in Park (2nd)	\$	200.00	\$313.00
50-72(21)	3 Possess/Discharge Weapon in Park (3rd+)	\$	400.00	\$565.00
50-72(22)	1 Cleaning of Fish in Park Buildings (1st)	\$	10.00	\$73.60
50-72(22)	2 Cleaning of Fish in Park Buildings (2nd)	\$	20.00	\$86.20
50-72(22)	3 Cleaning of Fish in Park Buildings (3rd+)	\$	40.00	\$111.40
50-72(23)	1 Possess/Use Controlled Substance in Park(1st)	\$	100.00	\$187.00
50-72(23)	2 Possess/Use Controlled Substance in Park(2nd)	\$	200.00	\$313.00
50-72(23)	3 Possess/Use Controlled Substance/Park (3rd+)	\$	400.00	\$565.00
50-72(24)	1 Camping Overnight in Park (1st)	\$	25.00	\$92.50
50-72(24)	2 Camping Overnight in Park (2nd)	\$	50.00	\$124.00
50-72(24)	3 Camping Overnight in Park (3rd+)	\$	100.00	\$187.00
50-72(25)	1 Private Construction w/o Authorization (1st)	\$	100.00	\$187.00
50-72(25)	2 Private Construction w/o Authorization (2nd)	\$	200.00	\$313.00
50-72(25)	3 Private Construction w/o Authorization (3rd+)	\$	400.00	\$565.00
50-72(28)	1 Fail/Obtain Permit for Alcohol in Park (1st)	\$	50.00	\$124.00
50-72(28)	2 Fail/Obtain Permit for Alcohol in Park (2nd)	\$	100.00	\$187.00
50-72(28)	3 Fail/Obtain Permit for Alcohol in Park (3rd+)	\$	200.00	\$313.00
50-72(29)	1 Digging into Public Turf Prohibited (1st)	\$	25.00	\$92.50
50-72(29)	2 Digging into Public Turf Prohibited (2nd)	\$	50.00	\$124.00
50-72(29)	3 Digging into Public Turf Prohibited (3rd+)	\$	100.00	\$187.00
50-73(a)	1 Presence in Park/Closed Hours (1st)	\$	30.00	\$98.80
50-73(a)	2 Presence in Park/Closed Hours (2nd)	\$	60.00	\$136.60
50-73(a)	3 Presence in Park/Closed Hours (3rd+)	\$	125.00	\$174.40
50-73(b)	1 Fail/Obtain Permit - Riverside Park (1st)	\$	25.00	\$92.50
50-73(b)	2 Fail/Obtain Permit - Riverside Park (2nd)	\$	50.00	\$124.00
50-73(b)	3 Fail/Obtain Permit - Riverside Park (3rd+)	\$	100.00	\$187.00
50-73(d)	1 Use of Park Shelters NOV 1 - MAY 1 (1st)	\$	25.00	\$92.50
50-73(d)	2 Use of Park Shelters NOV 1 - MAY 1 (2nd)	\$	50.00	\$124.00
50-73(d)	3 Use of Park Shelters NOV 1 - MAY 1 (3rd+)	\$	100.00	\$187.00
54-2	1 Solid Waste Regulated (1st)	\$	50.00	\$124.00
54-2	2 Solid Waste Regulated (2nd)	\$	100.00	\$187.00
54-2	3 Solid Waste Regulated (3rd+)	\$	200.00	\$313.00
54-17	1 Refuse from Outside Municipality (1st)	\$	100.00	\$187.00

54-17	2 Refuse from Outside Municipality (2nd)	\$ 200.00	\$313.00
54-17	3 Refuse from Outside Municipality (3rd+)	\$ 400.00	\$565.00
54-18	1 Waste and Refuse Containers (1st)	\$ 50.00	\$124.00
54-18	2 Waste and Refuse Containers (2nd)	\$ 100.00	\$187.00
54-18	3 Waste and Refuse Containers (3rd+)	\$ 200.00	\$313.00
54-19	1 Non-Collectible Materials (1st)	\$ 50.00	\$124.00
54-19	2 Non-Collectible Materials (2nd)	\$ 100.00	\$187.00
54-19	3 Non-Collectible Materials (3rd+)	\$ 200.00	\$313.00
54-19(b)	1 Hot Ashes for Collection Prohibited (1st)	\$ 50.00	\$124.00
54-19(b)	2 Hot Ashes for Collection Prohibited (2nd)	\$ 100.00	\$187.00
54-19(b)	3 Hot Ashes for Collection Prohibited (3rd+)	\$ 200.00	\$313.00
54-19(c)	1 Refuse Storage Areas/Accumulation (1st)	\$ 50.00	\$124.00
54-19(c)	2 Refuse Storage Areas/Accumulation (2nd)	\$ 100.00	\$187.00
54-19(c)	3 Refuse Storage Areas/Accumulation (3rd+)	\$ 200.00	\$313.00
54-19(d)	1 Refuse Collection - Placement Time/Loc (1st)	\$ 50.00	\$124.00
54-19(d)	2 Refuse Collection - Placement Time/Loc (2nd)	\$ 100.00	\$187.00
54-19(d)	3 Refuse Collection - Placement Time/Loc (3rd+)	\$ 200.00	\$313.00
54-19(d)	1 Improper Placement/Placement on Street (1st)	\$ 50.00	\$124.00
54-19(d)	2 Improper Placement/Placement on Street (2nd)	\$ 100.00	\$187.00
54-19(d)	3 Improper Placement/Placement on Street (3rd+)	\$ 200.00	\$313.00
54-19(e)	1 Prohibited Collection Hours and Days (1st)	\$ 50.00	\$124.00
54-19(e)	2 Prohibited Collection Hours and Days (2nd)	\$ 100.00	\$187.00
54-19(e)	3 Prohibited Collection Hours and Days (3rd+)	\$ 200.00	\$313.00
54-19(g)	1 Dead Animals for Collection Prohibited (1st)	\$ 50.00	\$124.00
54-19(g)	2 Dead Animals for Collection Prohibited (2nd)	\$ 100.00	\$187.00
54-19(g)	3 Dead Animals for Collection Prohibited (3rd+)	\$ 200.00	\$313.00
54-19(g)	1 Animal Wastes Prohibited (1st)	\$ 50.00	\$124.00
54-19(g)	2 Animal Wastes Prohibited (2nd)	\$ 100.00	\$187.00
54-19(g)	3 Animal Wastes Prohibited (3rd+)	\$ 200.00	\$313.00
54-19(h)	2 Hospital Wastes Prohibited (1st)	\$ 50.00	\$124.00
54-19(h)	3 Hospital Wastes Prohibited (2nd)	\$ 100.00	\$187.00
54-19(h)	1 Hospital Wastes Prohibited (3rd+)	\$ 200.00	\$313.00
54-20	1 Collection/Transportation - Solid Waste (1st)	\$ 100.00	\$187.00
54-20	2 Collection/Transportation - Solid Waste (2nd)	\$ 200.00	\$313.00
54-20	3 Collection/Transportation - Solid Waste(3rd+)	\$ 400.00	\$565.00
54-21(b)	1 Burning of Waste Prohibited (1st)	\$ 50.00	\$124.00
54-21(b)	2 Burning of Waste Prohibited (2nd)	\$ 100.00	\$187.00
54-21(b)	3 Burning of Waste Prohibited (3rd+)	\$ 200.00	\$313.00
54-21(c)	1 Scavenging Prohibited (1st)	\$ 50.00	\$124.00
54-21(c)	2 Scavenging Prohibited (2nd)	\$ 100.00	\$187.00
54-21(c)	3 Scavenging Prohibited (3rd+)	\$ 200.00	\$313.00
54-21(d)	1 Building/Remodeling Waste Prohibited (1st)	\$ 50.00	\$124.00
54-21(d)	2 Building/Remodeling Waste Prohibited (2nd)	\$ 100.00	\$187.00
54-21(d)	3 Building/Remodeling Waste Prohibited (3rd+)	\$ 200.00	\$313.00
54-37	1 Separation of recyclables (1st)	\$ 50.00	\$124.00
54-37	2 Separation of recyclables (2nd)	\$ 100.00	\$187.00
54-37	3 Separation of recyclables (3rd+)	\$ 200.00	\$313.00
58-32	1 Alteration of Grade Prohibited (1st)	\$ 250.00	\$376.00
58-32	2 Alteration of Grade Prohibited (2nd)	\$ 500.00	\$691.00
58-32	3 Alteration of Grade Prohibited (3rd+)	\$ 1,000.00	\$1,321.00
58-33	1 Regulation of Underground Utilities (1st)	\$ 250.00	\$376.00
58-33	2 Regulation of Underground Utilities (2nd)	\$ 500.00	\$691.00
58-33	3 Regulation of Underground Utilities (3rd+)	\$ 1,000.00	\$1,321.00
58-66	1 Snow/Ice Removal w/in 24 Hours (1st)	\$ 25.00	\$92.50
58-66	2 Snow/Ice Removal w/in 24 Hours (2nd)	\$ 50.00	\$124.00
58-66	3 Snow/Ice Removal w/in 24 Hours (3rd+)	\$ 100.00	\$187.00
58-101	1 Raking Leaves/Permitting Grass - Street (1st)	\$ 25.00	\$92.50
58-101	2 Raking Leaves/Permitting Grass - Street (2nd)	\$ 50.00	\$124.00
58-101	3 Raking Leaves/Permitting Grass - Street(3rd+)	\$ 100.00	\$187.00
58-103	1 Obstructions and Encroachments (1st)	\$ 100.00	\$187.00
58-103	2 Obstructions and Encroachments (2nd)	\$ 200.00	\$313.00
58-103	3 Obstructions and Encroachments (3rd+)	\$ 400.00	\$565.00
58-126(a)	1 Curb/Gutter Construction Prohibited (1st)	\$ 100.00	\$187.00
58-126(a)	2 Curb/Gutter Construction Prohibited (2nd)	\$ 200.00	\$313.00
58-126(a)	3 Curb/Gutter Construction Prohibited (3rd+)	\$ 400.00	\$565.00
58-151	1 Regulations for Excavations/Openings (1st)	\$ 100.00	\$187.00

58-151	2 Regulations for Excavations/Openings (2nd)	\$	200.00	\$313.00		
58-151	3 Regulations for Excavations/Openings (3rd+)	\$	400.00	\$565.00		
58-151(a)	1 Excavation Permit Required (1st)	\$	250.00	\$376.00		
58-151(a)	2 Excavation Permit Required (2nd)	\$	500.00	\$691.00		
58-151(a)	3 Excavation Permit Required (3rd+)	\$	1,000.00	\$1,321.00		
58-181	1 Removal of Rubbish/Dirt from Sidewalk (1st)	\$	50.00	\$124.00		
58-181	2 Removal of Rubbish/Dirt from Sidewalk (2nd)	\$	100.00	\$187.00		
58-181	3 Removal of Rubbish/Dirt from Sidewalk (3rd+)	\$	200.00	\$313.00		
58-183	1 Vaults/Cisterns under Sidewalks (1st)	\$	100.00	\$187.00		
58-183	2 Vaults/Cisterns under Sidewalks (2nd)	\$	200.00	\$313.00		
58-183	3 Vaults/Cisterns under Sidewalks (3rd+)	\$	400.00	\$565.00		
58-184	1 Downspouts/Eves Draining on Sidewalk (1st)	\$	25.00	\$92.50		
58-184	2 Downspouts/Eves Draining on Sidewalk (2nd)	\$	50.00	\$124.00		
58-184	3 Downspouts/Eves Draining on Sidewalk (3rd+)	\$	100.00	\$187.00		
58-272(a)	1 Driveway Permit Required (1st)	\$	50.00	\$124.00		
58-272(a)	2 Driveway Permit Required (2nd)	\$	100.00	\$187.00		
58-272(a)	3 Driveway Permit Required (3rd+)	\$	200.00	\$313.00		
62-3(a)	1 Disturbing or not placing monuments(1)	\$	25.00	\$92.50		
62-3(a)	2 Disturbing or not placing monuments(2)	\$	50.00	\$124.00		
62-3(a)	3 Disturbing or not placing monuments(3)	\$	100.00	\$187.00		
70-2	1 State Statutes Adopted - Ch 340 - Ch 349	\$	-	\$0.00		
70-3	1 Administrative Regulations Adopted - TR305	\$	-	\$0.00		
70-4(c)	1 Prohibited Signs/Markers on Highway (1st)	\$	25.00	\$92.50		
70-4(c)	2 Prohibited Signs/Markers on Highway (2nd)	\$	50.00	\$124.00		
70-4(c)	3 Prohibited Signs/Markers on Highway (3rd+)	\$	100.00	\$187.00		
70-5(a)	1 24 Hour Limitation	\$	20.00	\$20.00		
70-5(b)(1)	1 Posted Restriction - Handicapped Reserved	\$	50.00	\$50.00		
70-5(b)(2)	1 Posted Restriction - Sign	\$	20.00	\$20.00		
70-5(b)(3)	1 Posted Restriction - Authority of Chief	\$	20.00	\$20.00		
70-5(b)(4)	1 Posted Restriction - Special Weight Limits	\$	20.00	\$20.00		
70-5(b)(5)	1 Posted Restriction - Time Limits	\$	20.00	\$20.00		
70-6(a)1	1 Prohibited Parking Areas - Intersection	\$	20.00	\$20.00		
70-6(a)2	1 Prohibited Parking Areas - Crosswalk	\$	20.00	\$20.00		
70-6(a)3	1 Prohibited Parking Areas - Sidewalk/Terrace	\$	20.00	\$20.00		
70-6(a)4	1 Prohibited Parking Areas - Construction	\$	20.00	\$20.00		
70-6(a)5	1 Prohibited Parking Areas - Double Parking	\$	20.00	\$20.00		
70-6(a)6	1 Prohibited Parking Areas - Fire Station Entry	\$	20.00	\$20.00		
70-6(a)7	1 Prohibited Standing Areas - Official Signs	\$	20.00	\$20.00		
70-6(a)8	1 Prohibited Parking Areas - Impede Traffic	\$	20.00	\$20.00		
70-6(a)9	1 Prohibited Parking Areas - Fire Hydrant	\$	20.00	\$20.00		
70-6(a)10	1 Prohibited Parking Areas - Official Signs	\$	20.00	\$20.00		
70-6(a)11	1 Prohibited Parking Areas - On Bridge	\$	20.00	\$20.00		
70-6(a)12	1 Prohibited Parking Areas - Wrong Direction	\$	20.00	\$20.00		
70-6(a)13	1 Prohibited Parking Areas - Loading Zone	\$	20.00	\$20.00		
70-6(a)14	1 Prohibited Parking Areas - Block Alley/Drive	\$	20.00	\$20.00		
70-6(a)15	1 Prohibited Parking Areas - Closed Park	\$	20.00	\$20.00		
70-6(a)16	1 Prohibited Parking Areas - Yellow Curb	\$	20.00	\$20.00		
70-6(b)	1 Restricting access to private driveway	\$	20.00	\$20.00		
70-6(c)	1 for sale sign prohibited on vehicle	\$	20.00	\$20.00		
70-7	1 Posted Restriction - Temporary Parade Signs	\$	20.00	\$20.00		
70-8	1 School Bus Warning Lights	\$	70.00	\$149.20		
70-9	1 Unlawful Removal of Parking Citations	\$	25.00	\$92.50		
70-10(a)	1 Valid License Required in Parking Lot	\$	25.00	\$92.50		
70-10(b)	1 Traffic Regulations Applicable in Parking Lot	\$	25.00	\$92.50		
70-12	1 Inoperable/Wrecked/Discarded Vehicle (1st)	\$	25.00	\$92.50		
70-12	2 Inoperable/Wrecked/Discarded Vehicle (2nd)	\$	50.00	\$124.00		
70-12	3 Inoperable/Wrecked/Discarded Vehicle (3rd+)	\$	100.00	\$187.00		
70-13(a)	1 Unnecessary Noise Prohibited (1st)	\$	50.00	\$124.00	70	149.2
70-13(a)	2 Unnecessary Noise Prohibited (2nd)	\$	100.00	\$187.00		
70-13(a)	3 Unnecessary Noise Prohibited (3rd+)	\$	150.00	\$250.00		
70-13(b)	1 Unnecessary Smoke Prohibited (1st)	\$	50.00	\$124.00	70	149.2
70-13(b)	2 Unnecessary Smoke Prohibited (2nd)	\$	100.00	\$187.00		
70-13(b)	3 Unnecessary Smoke Prohibited (3rd+)	\$	150.00	\$250.00		
70-13(c)	1 Unnecessary Acceleration Prohibited (1st)	\$	50.00	\$124.00	70	149.2
70-13(c)	2 Unnecessary Acceleration Prohibited (2nd)	\$	100.00	\$187.00		
70-13(c)	3 Unnecessary Acceleration Prohibited (3rd+)	\$	150.00	\$250.00		

70-13(d)	1 Avoidance of Traffic Control Prohibited (1st)	\$ 30.00	\$98.80
70-13(d)	2 Avoidance of Traffic Control Prohibited (2nd)	\$ 60.00	\$136.60
70-13(d)	3 Avoidance of Traffic Control Prohibited(3rd+)	\$ 125.00	\$218.50
70-13(e)	1 Operation in Restricted Area Prohibited (1st)	\$ 20.00	\$86.20
70-13(e)	2 Operation in Restricted Area Prohibited (2nd)	\$ 40.00	\$111.40
70-13(e)	3 Operation in Restricted Area Prohibited(3rd+)	\$ 80.00	\$161.80
70-14	1 Motor Vehicle on Pedestrian Way (1st)	\$ 20.00	\$86.20
70-14	2 Motor Vehicle on Pedestrian Way (2nd)	\$ 40.00	\$111.40
70-14	3 Motor Vehicle on Pedestrian Way (3rd+)	\$ 80.00	\$161.80
70-15	1 Fail to Stop - School Crossing Guard (1st)	\$ 40.00	\$111.40
70-15	2 Fail to Stop - School Crossing Guard (2nd)	\$ 80.00	\$161.80
70-15	3 Fail to Stop - School Crossing Guard (3rd+)	\$ 125.00	\$218.50
70-16(a)	1 Driving over Curbing Prohibited (1st)	\$ 25.00	\$92.50
70-16(a)	2 Driving over Curbing Prohibited (2nd)	\$ 50.00	\$124.00
70-16(a)	3 Driving over Curbing Prohibited (3rd+)	\$ 100.00	\$187.00
70-16(b)	1 Driving over Safety Island Prohibited (1st)	\$ 25.00	\$92.50
70-16(b)	2 Driving over Safety Island Prohibited (2nd)	\$ 50.00	\$124.00
70-16(b)	3 Driving over Safety Island Prohibited (3rd+)	\$ 100.00	\$187.00
70-18(b)	1 Motor Craft Unauthorized Off-Road Ops (1st)	\$ 25.00	\$92.50
70-18(b)	2 Motor Craft Unauthorized Off-Road Ops (2nd)	\$ 50.00	\$124.00
70-18(b)	3 Motor Craft Unauthorized Off-Road Ops (3rd+)	\$ 100.00	\$187.00
70-18(c)	1 Prohibited Use of Snowmobile Trail (1st)	\$ 30.00	\$98.80
70-18(c)	2 Prohibited Use of Snowmobile Trail (2nd)	\$ 60.00	\$136.60
70-18(c)	3 Prohibited Use of Snowmobile Trail (3rd+)	\$ 125.00	\$218.50
70-62	1 State Statutes Adopted - Ch 23.33	\$ 70.00	\$149.20
70-65(a)	1 ATV/UTV Registered for Public Use	\$ 70.00	\$149.20
70-65(b)	1 ATV/UTV fail to follow Road Rules	\$ 70.00	\$149.20
70-65(c)	1 ATV/UTV 10pm to 6am Restricted	\$ 70.00	\$149.20
70-65(d)	1 ATV/UTV Speeding	\$ 70.00	\$149.20
70-65(e)	1 ATV/UTV Age and Safety Requirements	\$ 70.00	\$149.20
70-65(f)	1 ATV/UTV Lights Required	\$ 70.00	\$149.20
70-65(g)	1 ATV/UTV Exhaust restriction	\$ 70.00	\$149.20
70-65(h)	1 ATV/UTV Operation Off Paved Roadway	\$ 70.00	\$149.20
70-65(i)	1 ATV/UTV Running Unattended or w/Key	\$ 70.00	\$149.20
70-65(j)	1 ATV/UTV Insurance Required	\$ 70.00	\$149.20
70-65(k)	1 ATV/UTV Op. Under 18y w/o Helmet	\$ 70.00	\$149.20
70-65(l)	1 ATV/UTV Pass. Under 18y w/o Helmet	\$ 70.00	\$149.20
70-65(m)	1 ATV/UTV Op. Under 16y or without DL	\$ 70.00	\$149.20
70-65(n)	1 ATV/UTV Op. with Open Intoxicant	\$ 70.00	\$149.20
70-116	1 Trick Riding on Bicycle (1st)	\$ 5.00	\$67.30
70-116	2 Trick Riding on Bicycle (2nd)	\$ 10.00	\$73.60
70-116	3 Trick Riding on Bicycle (3rd+)	\$ 20.00	\$86.20
70-117	1 Bicycle Parking - Obstruct Pedestrian Traffic	\$ 20.00	\$20.00
70-118(a)	1 Bicycle Registration Required (1st)	\$ 5.00	\$67.30
70-118(a)	2 Bicycle Registration Required (2nd)	\$ 10.00	\$73.60
70-118(a)	3 Bicycle Registration Required (3rd+)	\$ 20.00	\$86.20
70-118(b)2	1 Bicycle Tag - Display Required (1st)	\$ 5.00	\$67.30
70-118(b)2	2 Bicycle Tag - Display Required (2nd)	\$ 10.00	\$73.60
70-118(b)2	3 Bicycle Tag - Display Required (3rd+)	\$ 20.00	\$86.20
70-118(e)	1 Ownership Change Notification Required (1st)	\$ 5.00	\$67.30
70-118(e)	2 Ownership Change Notification Required (2nd)	\$ 10.00	\$73.60
70-118(e)	3 Ownership Change Notification Required (3rd+)	\$ 20.00	\$86.20
70-118(f)	1 Bicycle Tag - Display Required (1st)	\$ 5.00	\$67.30
70-118(f)	2 Bicycle Tag - Display Required (2nd)	\$ 10.00	\$73.60
70-118(f)	3 Bicycle Tag - Display Required (3rd+)	\$ 20.00	\$86.20
70-118(g)	1 Non-Resident Registration Exempt (1st)	\$ 5.00	\$67.30
70-118(g)	2 Non-Resident Registration Exempt (2nd)	\$ 10.00	\$73.60
70-118(g)	3 Non-Resident Registration Exempt (3rd+)	\$ 20.00	\$86.20
70-118(h)1	1 Removal of Registration Tag Prohibited (1st)	\$ 5.00	\$67.30
70-118(h)1	2 Removal of Registration Tag Prohibited (2nd)	\$ 10.00	\$73.60
70-118(h)1	3 Removal of Registration Tag Prohibited (3rd+)	\$ 20.00	\$86.20
70-118(h)2	1 Altering of Registration Tag Prohibited (1st)	\$ 5.00	\$67.30
70-118(h)2	2 Altering of Registration Tag Prohibited (2nd)	\$ 10.00	\$73.60
70-118(h)2	3 Altering of Registration Tag Prohibited (3rd+)	\$ 20.00	\$86.20
70-151	1 In-Line Skates (1st)	\$ 5.00	\$67.30
70-151	2 In-Line Skates (2nd)	\$ 10.00	\$73.60

70-151	3 In-Line Skates (3rd+)	\$	20.00	\$86.20
70-151	1 Public Nuisance - CITE UNDER 46-152	\$	-	\$0.00
70-181(a)	1 Play Vehicle on Sidewalk Prohibited (1st)	\$	5.00	\$67.30
70-181(a)	2 Play Vehicle on Sidewalk Prohibited (2nd)	\$	10.00	\$73.60
70-181(a)	3 Play Vehicle on Sidewalk Prohibited (3rd+)	\$	20.00	\$86.20
70-181(b)	1 Play Vehicle Areas Prohibited (1st)	\$	5.00	\$67.30
70-181(b)	2 Play Vehicle Areas Prohibited (2nd)	\$	10.00	\$73.60
70-181(b)	3 Play Vehicle Areas Prohibited (3rd+)	\$	20.00	\$86.20
70-182	1 Play Vehicle Operation after Dark (1st)	\$	5.00	\$67.30
70-182	2 Play Vehicle Operation after Dark (2nd)	\$	10.00	\$73.60
70-182	3 Play Vehicle Operation after Dark (3rd+)	\$	20.00	\$86.20
70-216	1 State Statutes Adopted: Ch 350	\$	-	\$0.00
70-217	1 Snowmobiles Hours of Operation (1st)	\$	70.00	\$149.20
70-217	2 Snowmobiles Hours of Operation (2nd)	\$	100.00	\$187.00
70-217	3 Snowmobiles Hours of Operation (3rd+)	\$	150.00	\$250.00
70-219	1 Operation of Snowmobile on Sidewalk (1st)	\$	70.00	\$149.20
70-219	2 Operation of Snowmobile on Sidewalk (2nd)	\$	100.00	\$187.00
70-219	3 Operation of Snowmobile on Sidewalk (3rd+)	\$	150.00	\$250.00
70-221(a)	1 Operation of Snowmobile on City Property (1st)	\$	70.00	\$149.20
70-221(a)	2 Operation of Snowmobile on City Property (2nd)	\$	100.00	\$187.00
70-221(a)	3 Operation of Snowmobile on City Property (3rd+)	\$	150.00	\$250.00
70-221(b)	1 Operate Snowmobile Off Designated Route (1st)	\$	70.00	\$149.20
70-221(b)	2 Operate Snowmobile Off Designated Route (2nd)	\$	100.00	\$187.00
70-221(b)	3 Operate Snowmobile Off Designated Route(3rd+)	\$	150.00	\$250.00
70-282	1 Abandonment of Vehicle Prohibited (1st)	\$	50.00	\$124.00
70-282	2 Abandonment of Vehicle Prohibited (2nd)	\$	100.00	\$187.00
70-282	3 Abandonment of Vehicle Prohibited (3rd+)	\$	200.00	\$313.00
70-314(a)	1 Junked Vehicles/Appliances Prohibited (1st)	\$	50.00	\$124.00
70-314(a)	2 Junked Vehicles/Appliances Prohibited (2nd)	\$	100.00	\$187.00
70-314(a)	3 Junked Vehicles/Appliances Prohibited (3rd+)	\$	200.00	\$313.00
70-346	1 Enter Authorized Street Barrier Area	\$	20.00	\$86.20
70-346	2 Parking within street barrier area	\$	20.00	\$20.00
70-372(1)	1 Speeding on School District Grounds	\$	20.00	\$86.20
70-372(2)	1 Operating on School Grounds Contrary to Regs	\$	20.00	\$86.20
70-411	1 One-Way Traffic Established (1st)	\$	30.00	\$98.80
70-411	2 One-Way Traffic Established (2nd+)	\$	60.00	\$136.60
70-431	1 Right Turn Prohibited Intersections (1st)	\$	30.00	\$98.80
70-431	2 Right Turn Prohibited Intersections (2nd+)	\$	60.00	\$136.60
70-432	1 Left Turn Prohibited Intersections (1st)	\$	30.00	\$98.80
70-432	2 Left Turn Prohibited Intersections (2nd+)	\$	60.00	\$136.60
70-433	1 U-Turn Prohibited Intersections (1st)	\$	30.00	\$98.80
70-433	2 U-Turn Prohibited Intersections (2nd+)	\$	60.00	\$136.60
70-456(a)	1 All-Night Parking Prohibited (0230-0530)	\$	20.00	\$20.00
70-456(c)	1 Posted 15 minute restricted parking	\$	20.00	\$20.00
70-456(d)	1 Posted 30 minute restricted parking	\$	20.00	\$20.00
70-456(e)	1 Posted 2 hour restricted parking	\$	20.00	\$20.00
70-457	1 Parking/Stopping/Standing hours prohibited	\$	20.00	\$20.00
70-458(a)	1 Winter Parking Restricted (0200-0700)	\$	20.00	\$20.00
70-459(1)	1 Franklin St Lot - 24 Hour Restriction	\$	20.00	\$20.00
70-459(2)	1 Commercial St Lot - 2 Hour Restriction	\$	20.00	\$20.00
70-459(2)	2 Commerical St Lot - No Parking 2000-0530	\$	20.00	\$20.00
70-459(3)	1 Water St Lot - 24 Hour Restriction	\$	20.00	\$20.00
70-459(3)	2 Water St Lot - Posted City Hall Employee Only	\$	20.00	\$20.00
70-459(4)	1 W Park Av Lot - 24 Hour Restriction	\$	20.00	\$20.00
70-459(4)	2 W Park Av Lot - Library Parking Restriction	\$	20.00	\$20.00
70-459(4)	3 W Park Av Lot - Private Parking Stall	\$	20.00	\$20.00
70-459(5)	1 S Capron Lot - 24 Hour Restriction	\$	20.00	\$20.00
70-459(5)	2 S Capron Lot - 3 Hour Restriction	\$	20.00	\$20.00
70-459(5)	3 S Capron Lot - Commerical Vehicle Restriction	\$	20.00	\$20.00
70-501	1 Through Truck Traffic Prohibited (1st)	\$	30.00	\$98.80
70-501	2 Through Truck Traffic Prohibited (2nd)	\$	60.00	\$136.60
70-501	3 Through Truck Traffic Prohibited (3rd+)	\$	125.00	\$218.50
74-8	1 Unauthorized Use of Utility Property (1st)	\$	100.00	\$187.00
74-8	2 Unauthorized Use of Utility Property (2nd)	\$	200.00	\$313.00
74-8	3 Unauthorized Use of Utility Property (3rd+)	\$	400.00	\$565.00
74-42	1 Compliance with Water Utility Rules (1st)	\$	100.00	\$187.00

74-42	2 Compliance with Water Utility Rules (2nd)	\$ 200.00	\$313.00
74-42	3 Compliance with Water Utility Rules (3rd+)	\$ 400.00	\$565.00
74-88	1 Compliance with Sewer Utility Rules (1st)	\$ 100.00	\$187.00
74-88	2 Compliance with Sewer Utility Rules (2nd)	\$ 200.00	\$313.00
74-88	3 Compliance with Sewer Utility Rules (3rd+)	\$ 400.00	\$565.00
74-90	1 Use of Public Sewers Required (1st)	\$ 500.00	\$691.00
74-90	2 Use of Public Sewers Required (2nd+)	\$ 1,000.00	\$1,321.00
74-91	1 Permit for Private Wastewater Disposal (1st)	\$ 100.00	\$187.00
74-91	2 Permit for Private Wastewater Disposal (2nd)	\$ 200.00	\$313.00
74-91	3 Permit for Private Wastewater Disposal (3rd+)	\$ 400.00	\$565.00
74-92	1 Regulations for Sewers/Connections (1st)	\$ 100.00	\$187.00
74-92	2 Regulations for Sewers/Connections (2nd)	\$ 200.00	\$313.00
74-92	3 Regulations for Sewers/Connections (3rd+)	\$ 400.00	\$565.00
74-93	1 Regulations for Use of Public Sewers (1st)	\$ 100.00	\$187.00
74-93	2 Regulations for Use of Public Sewers (2nd)	\$ 200.00	\$313.00
74-93	3 Regulations for Use of Public Sewers (3rd+)	\$ 400.00	\$565.00
74-94	1 Tampering with Wastewater Facilities (1st)	\$ 500.00	\$691.00
74-94	2 Tampering with Wastewater Facilities (2nd+)	\$ 1,000.00	\$1,321.00
78-2	1 Destruction of Noxious Weeds (1st)	\$ 50.00	\$124.00
78-2	2 Destruction of Noxious Weeds (2nd)	\$ 100.00	\$187.00
78-2	3 Destruction of Noxious Weeds (3rd+)	\$ 200.00	\$313.00
78-3	1 Regulation of Natural Lawns (1st)	\$ 50.00	\$124.00
78-3	2 Regulation of Natural Lawns (2nd)	\$ 100.00	\$187.00
78-3	3 Regulation of Natural Lawns (3rd+)	\$ 200.00	\$313.00
78-4	1 Regulation of Lawn/Grass Length (1st)	\$ 50.00	\$124.00
78-4	2 Regulation of Lawn/Grass Length (2nd)	\$ 100.00	\$187.00
78-4	3 Regulation of Lawn/Grass Length (3rd+)	\$ 200.00	\$313.00
78-5(b)	1 Noxious Weeds - Paving Prohibited (1st)	\$ 25.00	\$92.50
78-5(b)	2 Noxious Weeds - Paving Prohibited (2nd)	\$ 50.00	\$124.00
78-5(b)	3 Noxious Weeds - Paving Prohibited (3rd+)	\$ 100.00	\$187.00
78-5(c)	1 Noxious Weeds - Paving Prohibited (1st)	\$ 25.00	\$92.50
78-5(c)	2 Noxious Weeds - Paving Prohibited (2nd)	\$ 50.00	\$124.00
78-5(c)	3 Noxious Weeds - Paving Prohibited (3rd+)	\$ 100.00	\$187.00
78-5(d)	1 Damage to Property w/in Right-of-Way (1st)	\$ 100.00	\$187.00
78-5(d)	2 Damage to Property w/in Right-of-Way (2nd)	\$ 200.00	\$313.00
78-5(d)	3 Damage to Property w/in Right-of-Way (3rd+)	\$ 400.00	\$565.00
78-40	1 Interference with City Forester (1st)	\$ 100.00	\$187.00
78-40	2 Interference with City Forester (2nd)	\$ 200.00	\$313.00
78-40	3 Interference with City Forester (3rd+)	\$ 400.00	\$565.00
78-43	1 Permit for Terrace Tree/Shrub Maint (1st)	\$ 50.00	\$124.00
78-43	2 Permit for Terrace Tree/Shrub Maint (2nd)	\$ 100.00	\$187.00
78-43	3 Permit for Terrace Tree/Shrub Maint (3rd+)	\$ 200.00	\$313.00
78-44	1 Planting Trees/Shrubs Conditions (1st)	\$ 50.00	\$124.00
78-44	2 Planting Trees/Shrubs Conditions (2nd)	\$ 100.00	\$187.00
78-44	3 Planting Trees/Shrubs Conditions (3rd+)	\$ 200.00	\$313.00
78-45	1 Trimming Trees/Shrubs Obstr Travel (1st)	\$ 50.00	\$124.00
78-45	2 Trimming Trees/Shrubs Obstr Travel (2nd)	\$ 100.00	\$187.00
78-45	3 Trimming Trees/Shrubs Obstr Travel (3rd+)	\$ 200.00	\$313.00
78-46	1 Trees/Shrubbery Obstr Traffic Sign/View (1st)	\$ 50.00	\$124.00
78-46	2 Trees/Shrubbery Obstr Traffic Sign/View (2nd)	\$ 100.00	\$187.00
78-46	3 Trees/Shrubbery Obstr Traffic Sign/View(3rd+)	\$ 200.00	\$313.00
78-47	1 Removal of Trees/Stumps (1st)	\$ 50.00	\$124.00
78-47	2 Removal of Trees/Stumps (2nd)	\$ 100.00	\$187.00
78-47	3 Removal of Trees/Stumps (3rd+)	\$ 200.00	\$313.00
78-48	1 Damage to Public Trees (1st)	\$ 100.00	\$187.00
78-48	2 Damage to Public Trees (2nd)	\$ 200.00	\$313.00
78-48	3 Damage to Public Trees (3rd+)	\$ 400.00	\$565.00
82-62(a)	1 Violation of Zoning Restrictions (1st)	\$ 25.00	\$92.50
82-62(a)	2 Violation of Zoning Restrictions (2nd)	\$ 50.00	\$124.00
82-62(a)	3 Violation of Zoning Restrictions (3rd+)	\$ 100.00	\$187.00
82-286(8)	1 Exceed Max. Number of Chickens (1st)	\$ 25.00	\$92.50
82-286(8)	2 Exceed Max. Number of Chickens (2nd)	\$ 50.00	\$124.00
82-286(8)	3 Exceed Max. Number of Chickens (3rd)	\$ 100.00	\$187.00
82-561	1 Lawn Accessory w/in 3' of Property Line (1st)	\$ 25.00	\$92.50
82-561	2 Lawn Accessory w/in 3' of Property Line (2nd)	\$ 50.00	\$124.00
82-561	3 Lawn Accessory w/in 3' of Property Line(3rd+)	\$ 100.00	\$187.00

82-563	1 Children's Play Structure Nuisance (1st)	\$ 25.00	\$92.50
82-563	2 Children's Play Structure Nuisance (2nd)	\$ 50.00	\$124.00
82-563	3 Children's Play Structure Nuisance (3rd+)	\$ 100.00	\$187.00
82-564	1 Terrace Area Prohibited Items (1st)	\$ 25.00	\$92.50
82-564	2 Terrace Area Prohibited Items (2nd)	\$ 50.00	\$124.00
82-564	3 Terrace Area Prohibited Items (3rd+)	\$ 100.00	\$187.00
82-565	1 Outdoor Firewood Storage Restrictions (1st)	\$ 25.00	\$92.50
82-565	2 Outdoor Firewood Storage Restrictions (2nd)	\$ 50.00	\$124.00
82-565	3 Outdoor Firewood Storage Restrictions (3rd+)	\$ 100.00	\$187.00
82-566	1 Outside Storage of Garbage, Junk, etc. 1st	\$ 25.00	\$92.50
82-566	2 Outside Storage of Garbage, Junk, etc. 2nd	\$ 50.00	\$124.00
82-566	3 Outside Storage of Garbage, Junk, etc. 3rd	\$ 100.00	\$187.00
82-567(h)	1 Nonconforming Fences/Hedges (1st)	\$ 25.00	\$92.50
82-567(h)	2 Nonconforming Fences/Hedges (2nd)	\$ 50.00	\$124.00
82-567(h)	3 Nonconforming Fences/Hedges (3rd+)	\$ 100.00	\$187.00
82-568	1 Swimming Pools	\$ 25.00	\$92.50
82-681	1 Corner Lot Traffic Visibility Required (1st)	\$ 25.00	\$92.50
82-681	2 Corner Lot Traffic Visibility Required (2nd)	\$ 50.00	\$124.00
82-681	3 Corner Lot Traffic Visibility Required (3rd+)	\$ 100.00	\$187.00
82-682(b)(2)	1 Off Street Parking (1st)	\$ 25.00	\$92.50
82-682(b)(2)	2 Off Street Parking (2nd)	\$ 50.00	\$124.00
82-682(b)(2)	3 Off Street Parking (3rd)	\$ 100.00	\$187.00
82-683	1 Storage/Parking of Recreational Vehicle (1st)	\$ 25.00	\$92.50
82-683	2 Storage/Parking of Recreational Vehicle (2nd)	\$ 50.00	\$124.00
82-683	3 Storage/Parking of Recreational Vehicle(3rd+)	\$ 100.00	\$187.00
82-684(a)	1 CMV Parking in Residential Area (1st)	\$ 25.00	\$92.50
82-684(a)	2 CMV Parking in Residential Area (2nd)	\$ 50.00	\$124.00
82-684(a)	3 CMV Parking in Residential Area (3rd+)	\$ 100.00	\$187.00
82-684(b)	1 Tractors/Road Machinery Parking/Storage (1st)	\$ 25.00	\$92.50
82-684(b)	2 Tractors/Road Machinery Parking/Storage (2nd)	\$ 50.00	\$124.00
82-684(b)	3 Tractors/Road Machinery Parking/Storage(3rd+)	\$ 100.00	\$187.00
82-717(b)	1 Antenna Exceeds 60' in Residential Area (1st)	\$ 25.00	\$92.50
82-717(b)	2 Antenna Exceeds 60' in Residential Area (2nd)	\$ 50.00	\$124.00
82-717(b)	3 Antenna Exceeds 60' in Residential Area(3rd+)	\$ 100.00	\$187.00

A. RESIDENTIAL -1 & 2 Family	Proposed Fees (Model 2024)	Model 2022	Current (04-2020)
New 1 + 2 Family Homes	\$.18 per sq. ft. or \$750.00 minimum	\$.16 per sq. ft. or \$300.00 minimum	\$.11 per sq. ft
New Construction & Additions - Residential (1 & 2-Family)	\$.18 per sq. ft. or \$100.00 minimum	\$.16 per sq. ft. or \$300.00 minimum	\$.11 per sq. ft
New Construction & Additions – Electrical Work	\$.04 per sq. ft. or \$65.00 minimum	\$.04 per sq. ft. or \$80.00 minimum	\$.03 per sq. ft.
New Construction & Additions – Plumbing Work	\$.04 per sq. ft. or \$65.00 minimum	\$.04 per sq. ft. or \$80.00 minimum	\$.03 per sq. ft.
New Construction & Additions – HVAC Work	\$.04 per sq. ft. or \$65.00 minimum	\$.04 per sq. ft. or \$80.00 minimum	\$.03 per sq. ft.
Erosion Control	\$65.00 minimum	\$65.00 minimum	\$75.00 minimum
Alterations	\$7 per thousand of valuation or \$100.00 minimum	\$6 per thousand of valuation or \$100.00 minimum	\$5 per thousand of valuation or \$50.00 minimum
Fences	\$80.00	\$25.00	\$50.00
Above Ground Pools	\$90.00	\$40.00	\$50.00
In-Ground Pools	\$120.00	\$50.00	\$50.00
Accessory Structure <200 sq. ft.	\$75.00	\$50	\$50.00
Accessory Structure >200 sq. ft.	.11 per sq. ft. or \$125.00 minimum	.12 per sq. ft. or \$50.00	\$0.11 per sq. ft. or \$75.00 minimum
Garage (Detached and Attached)	\$100.00	.12 per sq. ft. or \$50.00	\$0.11 per sq. ft. or \$75.00 minimum
Decks	\$100.00	\$50	\$5.00 per thousand of valuation or \$50.00 minimum
Reroofing & Residing	\$6 per thousand of valuation or \$65.00 minimum	\$6 per thousand of valuation or \$50.00 minimum	\$50
Permission to Start (Early Start)	\$100	\$100.00	\$100.00
State Seal for new homes	\$40.00 (Subject to change as ratio of state fee with shipping)	\$40.00 (Subject to change as ratio of state fee with shipping)	\$40.00 (Subject to change as ratio of state fee with shipping)
Zoning Review for new home and additions	\$60 new/ \$30 additions/garages	\$25	\$60 new/ \$30 additions/garages
Plan Review	1-Story \$60.00 2 -Story \$85.00 Lean to Addition, Decks, Garages \$25.00	\$30	1-Story \$60.00 2 -Story \$85.00 Lean to Addition, Decks, Garages \$25.00

Bond (Bond returned after occupancy permit issued)	\$1,000.00 for construction over \$15,000.00	\$1,000.00 for construction over \$50,000.00	\$1,000.00 for construction over \$15,000.00
Electrical Residential Fees (New Wiring/alterations/repairs)	\$7 per thousand of valuation or \$65.00 minimum	\$6.00 per thousand of valuation or \$50.00 minimum	<10 openings \$30.00 All others \$5 per thousand
Electrical Residential (New Service and Rewiring)	\$85.00	\$6.00 per thousand of valuation or \$50.00 minimum	\$50
Plumbing Fees for Alterations	\$7 per thousand of valuation or \$65.00 minimum	\$6.00 per thousand of valuation or \$50.00 minimum	\$5.00 per thousand of valuation or \$50.00 minimum
Mechanical Replacements (Hot Water heater, Furnace, A/C)	\$50.00	\$30.00	\$30.00
Lateral repair, replacement, or relocation	\$60.00	\$50.00	\$50.00
HVAC Fees (New/replacements/alterations)	\$50.00	\$50.00	\$50.00 equipment or add on air conditioning \$80.00 new system
Minimum Fee (Building, Plumbing, HVAC, & Electrical)	\$65.00	\$50.00	\$50.00
Solar (PV) System (Ground or Roof Mount)	\$7 per thousand of valuation or \$65.00 minimum	N/A	N/A

B. COMMERCIAL	Proposed Fees	Model 2022	Current (Changes)
New Structure ** Addition			
a. Multi-Family (3 family or more), Motels, CBRF	\$.20 per sq. ft.	\$.20 per sq. ft.	\$.20 per sq. ft.
b. Mercantile, Restaurants, Taverns, Assembly Halls, Offices	\$.16 per sq. ft.	\$.16 per sq. ft.	\$.16 per sq. ft.
c. Schools, Institutional, Hospitals	\$.20 per sq. ft.	\$.20 per sq. ft.	\$.20 per sq. ft.
d. Manufacturing and Industrial. (Office area to follow fees in b.)	\$.14 per sq. ft.	\$.14 per sq. ft.	\$.14 per sq. ft.
e. Vehicle Repair and Vehicle Storage	\$.20 per sq. ft.	\$.20 per sq. ft.	\$.20 per sq. ft.
f. Warehouse, Mini Warehouse, Building Shells* for Multi-Tenant Buildings	\$.14 per sq. ft.	\$.14 per sq. ft.	\$.14 per sq. ft.

h. Special Occupancies (Outdoor Pools, Towers, Tents, etc. .)	\$.11 per sq. ft.	\$.11 per sq. ft.	\$.11 per sq. ft.
i. The above referenced permits (a-h)	\$200.00 minimum	\$75.00	\$75.00
Erosion Control	\$150.00	\$150.00	New Structure: \$100.00 Additions: \$75.00
Alterations , Reroof & Residing	\$7.00 per thousand of valuation	\$7 per thousand of valuation or \$75 minimum	\$6 per thousand of valuation or \$75 minimum
Early Start Permit (Footings and Foundations per COMM 61.32)	\$100.00	\$100.00	\$100.00
Cell Tower	\$75.00	\$75.00	\$75.00
Electrical Fees for Commercial Buildings and Additions	\$50.00 + \$4.00 per thousand of valuation or \$110.00 minimum	\$50.00 + \$4.00 per thousand of valuation	\$50.00 + \$4.00 per thousand of valuation
Electrical Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$110.00 minimum	\$7.00 per thousand of valuation or \$75.00 minimum	\$7.00 per thousand of valuation or \$75.00 minimum
Electrical Service Upgrade	\$100.00	N/A	N/A
Plumbing Fees for Commercial Buildings and Additions	\$50.00 plus \$.04 per sq. ft. or \$75.00 minimum	\$50.00 plus \$.04 per sq. ft.	\$50.00 plus \$.04 per sq. ft.
Plumbing Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum	\$75.00 plus \$.07 per thousand of valuation	\$75.00 plus \$.07 per thousand of valuation
Lateral repair, replacement, or relocation	\$50.00 per lateral	\$50.00	\$50.00
HVAC Fees for Commercial Buildings and Additions	\$35.00 plus \$.04 per sq. ft.	\$50.00 and \$.04 per sq. ft.	\$50.00 and \$.04 per sq. ft.
HVAC Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum	\$7.00 per thousand of valuation or \$75.00 minimum	\$7.00 per thousand of valuation or \$75.00 minimum
Commercial Plan Review -new projects ,<25,000 cubic ft (otherwise registered or state review)	\$100	\$50.00	\$100.00
Bond (Bond returned after occupancy permit issued)	\$1500.00 for construction over \$15,000	\$1000 for construction over \$50,000	\$1500.00 for construction over \$15,000
Accessory Structure, Decks	\$100.00	\$50 plus .12 per sq. ft.	\$75 plus .11 per sq. ft

Other	\$50.00 minimum	\$40.00 minimum	\$75.00 minimum
Temporary Structure (180 day limit)	\$100.00 (Greenhouses, Wedding tents)	\$100.00 (Greenhouses, Wedding tents)	\$30.00 (Greenhouses, Wedding tents)
C. Miscellaneous			
Mechanicals Minimum	\$65.00	N/A	
ADA temporary ramp	\$50.00	\$25.00	\$25.00
Storage Tank Removal Fee	\$75.00	\$75.00	\$50.00
Razing Fee	Single Family Garages Commercial/ Industrial \$50.00 plus \$200.00 in escrow	Single Family Garages Commercial/ Industrial \$50.00 plus \$200.00 in escrow	Single Family \$100.00 Garages - \$75.00 Commercial/ Industrial \$150.00 plus \$200.00 in escrow
Moving Structure	Buildings other than Garage \$500.00 Accessory Structure under 750 sq. ft. \$100.00	Single Family Garages Commercial/ Industrial \$75.00 plus \$200.00 in escrow	Single Family Commercial/ Industrial \$100.00 Garages- \$75.00
Fire Protection or Sprinkler work	\$1.00 per head ; \$75.00 Minimum	\$1.00 per head ; \$75.00 Minimum	\$1.00 per head ; \$75.00 Minimum
Signs	\$50.00 plus \$.04 per sq. ft.	\$50.00 plus \$.50 per sq. ft.	\$50.00 plus \$.50 per sq. ft.
Windows & Doors (no structural work)	\$65.00	\$50.00	\$30.00
Fireplace and wood burner.	\$65.00	\$50.00	\$35.00
Permit Extension Fee (can be done one time)	\$65.00	\$50.00	\$50.00
*Permits are good for Two Years			
*Double Fees are due if work is started before the permit is issued.			
*Valuation is labor and materials, if Owner is providing labor double the materials.			
D. Manufactured Dwelling or Home			
basic on slab (includes service, lateral hookup, Slab insp) + (decks, attached garage, basement) + Zoning; (seal required) + Erosion Control (if basement)	\$350.00	\$300.00	\$300.00

E. Occupancy Permits			
1 & 2 Family new homes or additions to them	\$50.00	\$50.00	\$50.00
Multi-Family	\$50.00 plus \$10 per unit	\$50.00 plus \$10 per unit	\$50.00 plus \$10 per unit
Commercial/ Industrial	\$100.00	\$100.00	\$100.00
Occupancy without permission or before final inspection	\$100.00 per day	\$100.00 per day	-
F. Driveway Permits			
Interior of Lot + Terrace portion of driveway	\$50.00	\$50.00	\$10.00 Interior \$40.00 Terrace
Parking Lot	\$150.00	\$50.00	
G. Zoning Fees			
	Local Only TBD	Model	Current
Plan Commission Zoning Site Plan Review	75.00	-	\$75.00
Board of Appeals Variance	\$500.00	\$250.00	\$200.00
Board of Appeals Conditional Use Permit	\$200.00	\$250.00	\$200.00
Plan Commission Rezoning	\$200.00	\$250.00	\$300.00
Plan Commission Zoning Code Amendment (Map and Text)	\$200.00	N/A	N/A
Plan Commission Comprehensive Plan Amendment (Map and Text)	\$200.00	N/A	N/A

- Cumulative inflation since the previous fee schedule was proposed is around 24%
- The recommended fee schedule is being proposed and presumably adopted in the majority of the city and village clients to Kunkel Engineering, allowing for consistency and efficiency.
- These levels allow for sustainable service levels and will prevent the city's from losing resources at or below the average level of activity.
- All zoning fees are either remaining consistent with the current levels, or being adjusted to reflect the average fees of a sample of the other ones served by Kunkel Engineering, and other adjacent municipalities.
- The outlier is Variance, increased to a level similar to Green Lake for the purpose, like Green Lake, to discourage applications except when their exceptional property conditions extremely unusual to said property.
- Conversely the other zoning fees cover the regular expenses, when a single hearing is held, but are set at a level to now discourage engaging with the Plans and Ordinance as designed.

DATE: December 12, 2023

TO: Common Council

FROM: City Admin Sara Rutkowski

RE: 2024 Wage Adjustment Resolution for Non-Union Employees

BACKGROUND: Attached is a resolution authorizing the 2024 wage increase for non-union employees. Union employee increases are governed by the union contract. As budgeted for, both union and non-union employees will receive the same 3% increase.

RECOMMENDATION: Approve and adopt 2024 Wage Adjustment Resolution for non-union employees as was passed in the 2024 Budget.



RESOLUTION #23-14

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN
ESTABLISHING WAGE ADJUSTMENT
FOR
NON-UNION EMPLOYEES FOR 2024

WHEREAS, the Common Council of the City of Berlin did approve a 3.0% wage increase for all qualified non-union personnel with a full-time or part-time status with the 2024 budget; and

NOW, THEREFORE BE IT RESOLVED, that the salaries for all affected positions budgeted for accordingly, be increased by 3.0% for 2024.

PASSED, ADOPTED, AND APPROVED, this 12th day of December 2023.

Roll Call Vote:

___ Ayes
___ Nays
___ Absent

CITY OF BERLIN

Approved as to form:

Joel Bruessel, Mayor

City Attorney

Attest:

Sara Rutkowski, City Clerk

Date: December 12, 2023

TO: Common Council

FROM: Sara Rutkowski, City Administrator

RE: 2023 Budget Adjustment for Contract Year Legal Expenses

BACKGROUND: The City Attorney contract for 2022-2023 (May 1-April 30) called for 800 hours of legal services from Chier Law LLC. The City therefore budgets for 800 hours annually for City Attorney salaries (plus expenses) for approximately \$108,000. Total hours for the contract year ended up at 895.6, so an additional 95.6 hours are owed to Chier Law LLC. This requires a budget adjustment of an additional \$16,961.00.

Last year we went over by 316 hours (the contract hours were 600) and equated to an additional \$56,909.14.

RECOMMENDATION: Approve Resolution #23-15 authorizing 2023 Budget Adjustment for legal expenses exceeding city attorney retainer for contract year 2022-2023.



RESOLUTION #23-15

A RESOLUTION AUTHORIZING 2023 BUDGET ADJUSTMENT FOR LEGAL EXPENSES
EXCEEDING CITY ATTORNEY RETAINER FOR CONTRACT YEAR 2023-2024

WHEREAS, the 2022-2023 City Attorney retainer contract with Chier Law Office LLC is based on and budgeted for 800 hours of legal service; and

WHEREAS, legal services rendered by Chier Law Office LLC for the 2022-2023 contract year exceeded the 800 hours by 95.6 hours creating a supplemental fee due based on the contract language;

IT IS HEREBY RESOLVED that the general fund cash reserves will be applied to cover the increase; and

IT IS HEREBY FURTHER RESOLVED that the 2023 budgeted line item 10-51-30000-110 City Attorney Salaries be increased by \$16,961.00.

PASSED, ADOPTED, AND APPROVED, this 12th day of December 2023.

Roll Call Vote:

____ Ayes
____ Nays
____ Absent

CITY OF BERLIN

Approved as to form:

Joel Bruessel, Mayor

City Attorney

Attest:

Sara Rutkowski, City Clerk

CITY OF BERLIN MONTHLY HOURS TABLE

MAY 1, 2022-APRIL 30, 2023

2022									
MAY		72.7							
JUNE		103.3							
JULY		80.5							
AUG		84.2							
SEPT		62.7							
OCT		51.4							
NOV		57.2							
DEC		57.1							
		569.1							
2023									
JAN		81.7							
FEB		59.3							
MAR		80.1							
APR		105.4							
		326.5							
GRAND TOTAL		895.6							

DATE: December 12 2023

TO: Common Council

FROM: City Admin, Sara Rutkowski

RE: Budget Adjustment for Contingency Account

BACKGROUND: Every year the City budgets for \$30,000 in contingency fund. We need to move those funds into other expenditure lines in the budget to help cover unexpected high costs this year. Per WI Statute, we cannot go over our budgeted total amount in each Division.

Based off of where the budget sits this year, I propose the following 2023 budget adjustment:

Repayment to DOR of Microenterprise Grant Funds:

We had assisted 10 businesses with \$2500 grants in 2022. After the DOR audited the grants, they found three businesses did not qualify, even after staff was told they did. We were required to pay the funds back to the DOR. (\$3.03 was interest that had accrued before the funds were initially disbursed that we were also required to pay back).

10-51-98000-390 Other Gov. Misc.	<u>\$7,503.03</u>
Total in Division 51: General Gov.	\$7,503.03

Public Works:

DPW was hit with high equipment replacement part costs, so the 290 line for Contractual Services is over budget currently by \$8,253.74. The Parks Operating Supplies, Other Repairs & Maintenance, and Equipment & Structures lines are currently over by \$9,975.01. The Cemetery Property Service & Vehicles Line is over by \$3,015.61.

DPW Budget: overage amount

10-53-31100-290 Contractual Services	\$8,253.74
--------------------------------------	------------

Parks Budget: overage amount

10-55-20005-340 Operating Supplies	\$4,596.14
10-55-20005-360 Other R&M	\$3,221.54
10-55-20005-380 Equip & Structures	\$2,157.33

Cemetery Budget: overage amount

10-54-91001-345 Property Serv. Veh.	<u>\$3,015.61</u>
Total in Public Works:	\$21,244.36

With these budget adjustments to help offset overages, the remaining balance in Contingency will be \$1,252.61. We could add that to any of these lines above and leave nothing in contingency or leave the balance in contingency.

RECOMMENDATION: Authorize 2023 budget adjustments to help offset high budget expenditures due to unexpected costs this year.



RESOLUTION #23-16

A RESOLUTION AUTHORIZING 2023 BUDGET ADJUSTMENT FOR GENERAL GOVERNMENT, CONTINGENCY ACCOUNT, DEPARTMENT OF PUBLIC WORKS, CEMETERY AND PARKS DEPARTMENT EXPENSES

WHEREAS the General Government expenditure line was used to pay back a grant to the Department of Revenue; and

WHEREAS the Department of Public Works, Parks Department, and Cemetery Department have all had multiple parts needing replacement this year at much higher than anticipated and budgeted cost; and

WHEREAS funds are available in the 2023 Contingency budget to be reallocated for this purpose;

IT IS HEREBY RESOLVED that the following 2023 budgeted line items be adjusted as follows:

General Government Misc Expenditure Line

10-51-98000-390 Other Gen. Gov. Misc +\$7,503.03

10-59-90000-390 Contingency -\$7,503.03

Department of Public Works:

10-53-31100-290 Contractual Services +\$8,253.74

Parks Department:

10-55-20005-340 Operating Supplies +\$4,596.14

10-55-20005-360 Other R&M +\$3,221.54

10-55-20005-380 Equip & Structures +\$2,157.33

Cemetery Department

10-54-91001-345 Property Serv. Veh. +\$3,015.61

10-59-90000-390 Contingency -\$21,244.36

Passed, approved and adopted this 12th day of December, 2023.

ROLL CALL VOTE:

CITY OF BERLIN

_____ AYES

BY: _____
Joel Bruessel, Mayor

_____ NAYS

_____ ABSENT

APPROVED AS TO FORM:

ATTEST: _____
Sara Rutkowski
Administrator, Clerk/Treasurer

Matthew G. Chier
City Attorney

Chart of Accounts

Account Year/Type

☐ 2021
 ☐ General Ledger

☐ 2022
 ☐ Revenue

☒ 2023
 ☒ Expenditure

☐ 2024

[Options](#)
[Reports](#)

Accounts

FUND	10 General Fund	▼
DIVISION	51 General Government	▼
ACCT	98000 Other General Government	▼
OBJECT		▼

View Filter

[Account] like '? 10-51-98000-###'

Clear

Actual		Budget			
Account	Status	Description	Budget 2023	Total 2023	Balance
E 10-51-98000-390	Active	Miscellaneous	\$0.00	\$7,503.03	(\$7,503.03)

CITY OF BERLIN
Budget: Expenditure Budget DPW

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Account Descr	2023 Budget	2023 YTD Amt
ACCT 31100 Public Works - Gen - Streets		
E 10-53-31100-112 Overtime	\$602.00	\$1,167.75
E 10-53-31100-120 Wages	\$270,761.00	\$265,904.57
E 10-53-31100-130 Health & Life Insurance	\$77,762.00	\$55,766.94
E 10-53-31100-133 Other Employee Benefits	\$3,175.00	\$0.00
E 10-53-31100-170 Retiree Payout & Insurance	\$0.00	\$0.00
E 10-53-31100-210 Professional Services	\$21,500.00	\$15,070.19
E 10-53-31100-215 Safety	\$2,000.00	\$322.10
E 10-53-31100-220 Utilities	\$14,000.00	\$14,301.77
E 10-53-31100-290 Other Contractual Services	\$51,750.00	\$60,003.74
E 10-53-31100-310 Office Supplies	\$725.00	\$448.70
E 10-53-31100-320 Publication Fees	\$900.00	\$1,385.00
E 10-53-31100-321 Dues	\$350.00	\$0.00
E 10-53-31100-330 Conferences and Training	\$1,500.00	\$0.00
E 10-53-31100-340 Operating Supplies	\$94,000.00	\$76,815.35
E 10-53-31100-346 Hand Tools & Small Equipment	\$2,500.00	\$2,092.36
E 10-53-31100-391 Uniforms	\$1,750.00	\$1,460.67
E 10-53-31100-501 SOCIAL SECURITY	\$16,827.00	\$16,633.35
E 10-53-31100-502 MEDICARE SS	\$3,935.00	\$3,890.08
E 10-53-31100-510 Insurance Premiums	\$51,029.00	\$0.00
E 10-53-31100-530 Lease Payment & Rent	\$500.00	\$500.00
E 10-53-31100-650 WRF 600	\$17,642.00	\$18,203.84
E 10-53-31100-860 Capital Equipment	\$15,000.00	\$14,407.56
ACCT 31100 Public Works - Gen - Streets	\$648,208.00	\$548,373.97
	\$648,208.00	\$548,373.97

CITY OF BERLIN

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Budget: Parks Expenditure Budget

Current Period: DECEMBER 31 2023

Account Descr	2023 Budget	2023 YTD Amt
ACCT 20005 Parks & Playgrounds		
E 10-55-20005-112 Overtime	\$0.00	\$0.00
E 10-55-20005-120 Wages	\$92,989.00	\$66,660.74
E 10-55-20005-130 Health & Life Insurance	\$2,520.00	\$7,762.72
E 10-55-20005-133 Other Employee Benefits	\$658.00	\$0.00
E 10-55-20005-220 Utilities	\$21,000.00	\$19,319.89
E 10-55-20005-340 Operating Supplies	\$15,000.00	\$19,596.14
E 10-55-20005-345 Property Services - Vehicles	\$6,300.00	\$6,613.41
E 10-55-20005-353 Flower Beds & Fertilizer	\$6,500.00	\$5,400.23
E 10-55-20005-360 Other Repairs & Maintenance	\$3,000.00	\$6,221.54
E 10-55-20005-380 Equipment & Structures	\$12,000.00	\$14,157.33
E 10-55-20005-391 Uniforms	\$500.00	\$193.43
E 10-55-20005-415 Sales Tax	\$750.00	\$1,753.09
E 10-55-20005-501 SOCIAL SECURITY	\$5,765.00	\$4,174.25
E 10-55-20005-502 MEDICARE SS	\$1,348.00	\$976.24
E 10-55-20005-510 Insurance Premiums	\$4,860.00	\$0.00
E 10-55-20005-650 WRF 600	\$3,412.00	\$3,223.89
E 10-55-20005-820 Urban Tree Grant Project	\$0.00	\$0.00
E 10-55-20005-860 Capital Equipment	\$0.00	\$0.00
ACCT 20005 Parks & Playgrounds	\$176,602.00	\$156,052.90
	\$176,602.00	\$156,052.90

CITY OF BERLIN
Budget: Cemetery Expenditure Budget
 Current Period: DECEMBER 31 2023

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Account Descr	2023 Budget	2023 YTD Amt
E 10-54-91001-112 Overtime	\$1,806.00	\$573.39
E 10-54-91001-120 Wages	\$52,482.00	\$45,240.07
E 10-54-91001-130 Health & Life Insurance	\$11,417.00	\$7,645.40
E 10-54-91001-133 Other Employee Benefits	\$693.00	\$0.00
E 10-54-91001-220 Utilities	\$4,325.00	\$4,468.47
E 80-54-91001-340 Operating Supplies	\$7,000.00	\$0.00
E 10-54-91001-340 Operating Supplies	\$2,500.00	\$1,786.18
E 10-54-91001-345 Property Services - Vehicles	\$6,000.00	\$9,015.61
E 10-54-91001-360 Other Repairs & Maintenance	\$750.00	\$226.61
E 80-54-91001-360 Other Repairs & Maintenance	\$2,000.00	\$0.00
E 10-54-91001-501 SOCIAL SECURITY	\$3,366.00	\$2,805.50
E 10-54-91001-502 MEDICARE SS	\$787.00	\$656.22
E 10-54-91001-510 Insurance Premiums	\$2,430.00	\$0.00
E 10-54-91001-514 Cemetery Lot Purchase	\$300.00	\$0.00
E 10-54-91001-650 WRF 600	\$3,529.00	\$2,342.75
E 10-54-91001-829 Cemetery Land Purchase	\$0.00	\$0.00
ACCT 91001 Cemetery	\$99,385.00	\$74,760.20
	\$99,385.00	\$74,760.20