



**CITY OF ELKHORN  
COMMON COUNCIL MEETING AGENDA**

**December 16, 2019 ~ 5:30 p.m.**

**Council Chambers, City Hall, 9 S. Broad St., Elkhorn, Wisconsin**

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Public Comment**
  - a) *Although the public may speak on any item that is not included on this agenda as a "Public Hearing or Forum", the Council may not respond or discuss the issue brought forward at this time. In accordance with open meeting laws the Council must notice an item on the agenda to allow discussion on that matter. Your comments will be considered and may be placed on a future agenda for further discussion.*
- 5) **Council Minutes**
  - a) December 2, 2019
- 6) **Bills Payable**
  - i) Consideration and recommendation to pay
- 7) **Report of City Officers**
  - a) Mayor
    - i) Appointment of 2020-2021 Election Inspectors
  - b) City Administrator
- 8) **Report on Liaison Committee Meetings**
  - a) Fire Advisory
  - b) Library
  - c) Recreation Advisory
  - d) Chamber
  - e) Fire/EMS Advisory Steering
- 9) **Unfinished Business**
  - a) Ordinance No. 19-08 to Amend Chapter 13 regarding Sump Pumps (Second Reading)
- 10) **New Business**
  - a) Presentation and Approval of City Hall Design
  - b) J&M Displays Fireworks Display Agreement and Multiply Year Agreement Extension
  - c) Request from American Legion to place M-60 Sherman Tank in Veteran's Park
  - d) Soil Boring Proposals for City Hall/Seymour Court
  - e) Public Works Facility Change Order No. 5
  - f) Sanitary Sewer Basin No. 3: Response to WDNR on Notice of Non-Compliance (NON)
  - g) Resolution No. 19-15 Municipal Court Bond Schedule
- 11) **Adjourn Into Closed Session** Pursuant to Wisconsin Statute 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."
  - a) Sale of City Property
- 12) **Reconvene Into Open Session for possible action on Closed Session Items**
- 13) **Adjourn**

DATED at Elkhorn, Wisconsin, this 13<sup>th</sup> day of December 2019

Cairie L. Virrueta, City Clerk

Should you have any questions or comments regarding any items on this agenda, please contact the City Clerk's office at 723-2219. Upon reasonable notice to the City Clerk, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services.

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**CITY OF ELKHORN COMMON COUNCIL  
MEETING MINUTES  
December 2, 2019  
COUNCIL CHAMBERS, 9 S. BROAD ST., ELKHORN, WI 53121**

The Common Council meeting was called to order by Mayor Reynolds at 5:30 p.m. in the Council Chambers followed by the Pledge of Allegiance.

**ROLL CALL**

Present: Mayor Howie Reynolds, Aldermen, Frank Boggs, Karel Young, Tom Myrin, Ron Dunwiddie, Scott McClory; Absent: Tim Shiroda

Others present: City Administrator James Heilman, Attorney Ward Phillips, City Clerk Cairie Virrueta, Police Chief Joel Christensen, Utility Director John Murphy, DPW Manager Matthew Lindstrom, Fire Chief Rod Smith, Recreation Director Karl Sorvick, Library Director Lisa Selje, Colleen Boggs

**PUBLIC COMMENT**

None.

**CONSENT AGENDA**

***Motion (Dunwiddie/Young) to approve the Council Meeting Minutes: November 18, 2019 and Temporary Fermented Malt Beverage License for Walworth County Agricultural Society for Walworth County Fairgrounds' Rock the Barns Concerts: January 11, 2020, 5-11 p.m., February 1, 2020, 5-11 p.m., March 7, 2020, 5-11 p.m., and March 14, 2020, 5-11 p.m.. Voice vote, all approved, motion carried.***

**REPORT OF CITY OFFICERS**

**MAYOR'S REPORT**

No report.

**CITY ADMINISTRATOR'S REPORT**

No report.

**COMMITTEE REPORTS**

**COMMITTEE OF THE WHOLE**

**Recommendation to sell personalized bricks for Babe Mann Park fundraising efforts**

***Motion (Boggs/Dunwiddie) to recommend allowing the Recreation Director to sell bricks as a fundraiser for Babe Mann Park. Voice vote, all approved, motion carried.*** Alderman McClory stressed the need for strong marketing to get the information out to the public.

**Recommendation to renew banking services with Associated Bank**

***Motion (Dunwiddie/Boggs) to recommend continuing banking services with Associated Bank. Voice vote, Alderman McClory abstained from the vote, rest approved, motion carried.***

**Recommendation to approve Kapur Proposal for Survey Services for future municipal building, eliminating Fee Determination**

***Motion (McClory/Dunwiddie) to recommend approval of the Kapur Proposal for Survey Services eliminating the Fee Determination. Roll call vote: Boggs, yes; McClory, yes; Myrin, yes; Young, yes. Motion carried.***

**NEW BUSINESS**

**HVAC Maintenance Agreement with Westenn**

DPW Manager Lindstrom said he received one proposal and it was advertised in the paper and on the City's website. ***Motion (McClory/Boggs) to continue three year agreement with Westenn.*** Prices went up and are now hourly instead of a lump sum. Mayor Reynolds said the agreement would be different with

the new City Hall. Administrator Heilman said the Fire Department uses the boiler at City Hall so maintenance will need to continue until that is changed. Mayor Reynolds recommended signing only for 2020 and putting more effort into getting quotes next year. ***Alderman McClory/Boggs retracted their motion. Motion (Young/Dunwiddie) to go with Westenn for HVAC Maintenance for one year. Roll call vote: Boggs, yes; McClory, no; Myrin, yes; Young, yes. Motion carried.*** Alderman McClory felt the City should enter into the three year agreement.

**Resolution No. 19-14 A Resolution Establishing Wages and Salaries for Part-time, Limited Term and Seasonal Employees, and Providing Uniform Allowance for Certain General Full-time Employees**

Some wages increased and the uniform allowance stayed the same. ***Motion (Boggs/McClory) to approve Resolution 19-14. Roll call vote: Boggs, yes; McClory, yes; Myrin, yes; Young, yes. Motion carried.***

**ADJOURN**

***Motion (Dunwiddie/Young) to adjourn at 5:46 p.m. Voice vote, all approved, motion carried.***

Cairie L. Virrueta  
City Clerk

## City of Elkhorn: 2020-2020 Election Inspectors

Abell, Claritta  
Andreas, Marra  
Andreas, Patty  
Bell, Michael\*  
Bell, Susan\*  
Burant, Linda  
Burpee, Mary\*  
Daly, Corrie  
Gagliano, Sue  
Gefvert, Eric  
Godfrey, Mary  
Griebel, Kathleen\*\*  
Guilfoyle, Patricia\*  
Handel, Barb  
Hodek, Marlene  
Homan, Regan\*\*  
Huberty, Colleen\*\*  
Jones, Ruth  
Kennedy, Joyce  
Koss, Mary  
Lange, Carol\*\*  
Larsen, Darcy\*\*  
Larsen, Katherine\*\*  
Lock, Beth\*\*  
Norton, Cynthia  
Peck, Jane  
Peiffer, Rebecca  
Rader, Jane  
Regnier, Karen\*\*  
Regnier, Sarah\*\*  
Reynolds, Jordan  
Roesler, Maureen  
Roseler, Russ  
Shellman, Craig\*\*  
Sukow, Jane  
Sukow, Tim  
Townsend, Barbara\*  
Virrueta, Mel  
Wagner, Paul\*\*  
Welch, Marjorie\*\*  
Wheeler, Michaela

*\*Democrat Party Nominees*

*\*\*Republican Party Nominees*

## **COMMON COUNCIL MEMO**

**Meeting Date: December 16, 2019**

**Agenda Item: General Overview**

**Report Prepared By: City Administrator**

Bill Henry will be presenting the City Hall design that has been created through the combined efforts of Kehoe-Henry & Associates, City staff and several City consultants. We have been through about six to seven revisions of the original design before this presentation to the Common Council. I am hoping to incorporate any revisions from the Mayor and/or Common Council before Kehoe-Henry proceeds with specifications for the building.

American Legion Request – Jim Boardman, Elkhorn American Legion, stopped at City Hall to inquire about placing a U.S. Armed forces tank in Veterans Park next to other monuments they have placed in the park. The Whitewater American Legion is disbanding its operations and they have to either find another American Legion Post to care for the tank or in the absence of that it must be returned to the Federal Government. The County wanted the City to approve the zoning and placement of the tank. I have requested that, if approved, they submit a copy of their liability insurance and re-submit each succeeding year that the tank remains in the park. Please make this part of any motion to approve.

This is the second item in front of you for preliminary work on the new City Hall site. The City received 5 bids for the soil boring work and the low bidder (Intertek – PSI), also was the most complete bid in the fact that we wanted to drill to a depth of 120 LF and they were the only bid to offer that depth. Kehoe-Henry has work with this contractor before and has no reservation in recommending them for the work. Their low bid was in the amount of \$3,080.00.

**CITY OF ELKHORN  
ORDINANCE NO. 19-08**

**An Ordinance to amend Chapter 13 of the Elkhorn Municipal Code**

**BE IT ORDAINED** by the Common Council that the Elkhorn Municipal Code is hereby amended at Section 13.4.040 as follows:

**Chapter 13.4.040** shall be retitled to: “Sump Pump and Clear Water Discharge Regulation”;

**Sections of 13.4.040** is hereby amended as follows:

- (1) Existing Buildings. All sump pumps shall be connected to existing City of Elkhorn storm sewers, laterals or storm sewer catch basins as long as said City systems are within or near the existing parcel’s frontage and out of the roadway, unless after inspection the City has determined that a connection at the specific location is not reasonably feasible (examples include but are limited to, driveway crossing, conflict with a utility easement).
- (2) New Construction. When constructing a new building, sump pumps shall be connected to the storm sewer system within 6 months from the date of completion of construction without exception.
- (3) (Not Modified)
- (4) (Not Modified)
- (5) (Not Modified)
- (6) Sump Pump Discharges Shall Not Form a Public Nuisance. Sump pumps not connected to a City of Elkhorn system as allowed by Subsection 13.4.040(1) may discharge over hard surfaces (sidewalks, driveways, and roadways) from April 1<sup>st</sup> to November 1<sup>st</sup>; discharge to terraced areas (grass surfaces) is permitted year-round. If sump pump discharge under the terms described above in Section (1) are subsequently determined to create a Public Nuisance by causing freezing or slippery conditions within the public right-of-way, including sidewalks or roadways, then, upon notice by the City, the nuisance shall be promptly abated and a solution consistent with this Ordinance shall be found and implemented.

(7) Sump pump piping from a building or home to the City's storm sewer, laterals, or storm sewer catch basins shall be the responsibility of the property owner, including connection to the public sewer.

(8) (Not Modified)

**The Effective Date for the enforcement of this Ordinance shall be April 1, 2020.**

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Howard Reynolds, Mayor

ATTEST:

\_\_\_\_\_  
Cairie Virrueta, City Clerk

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_



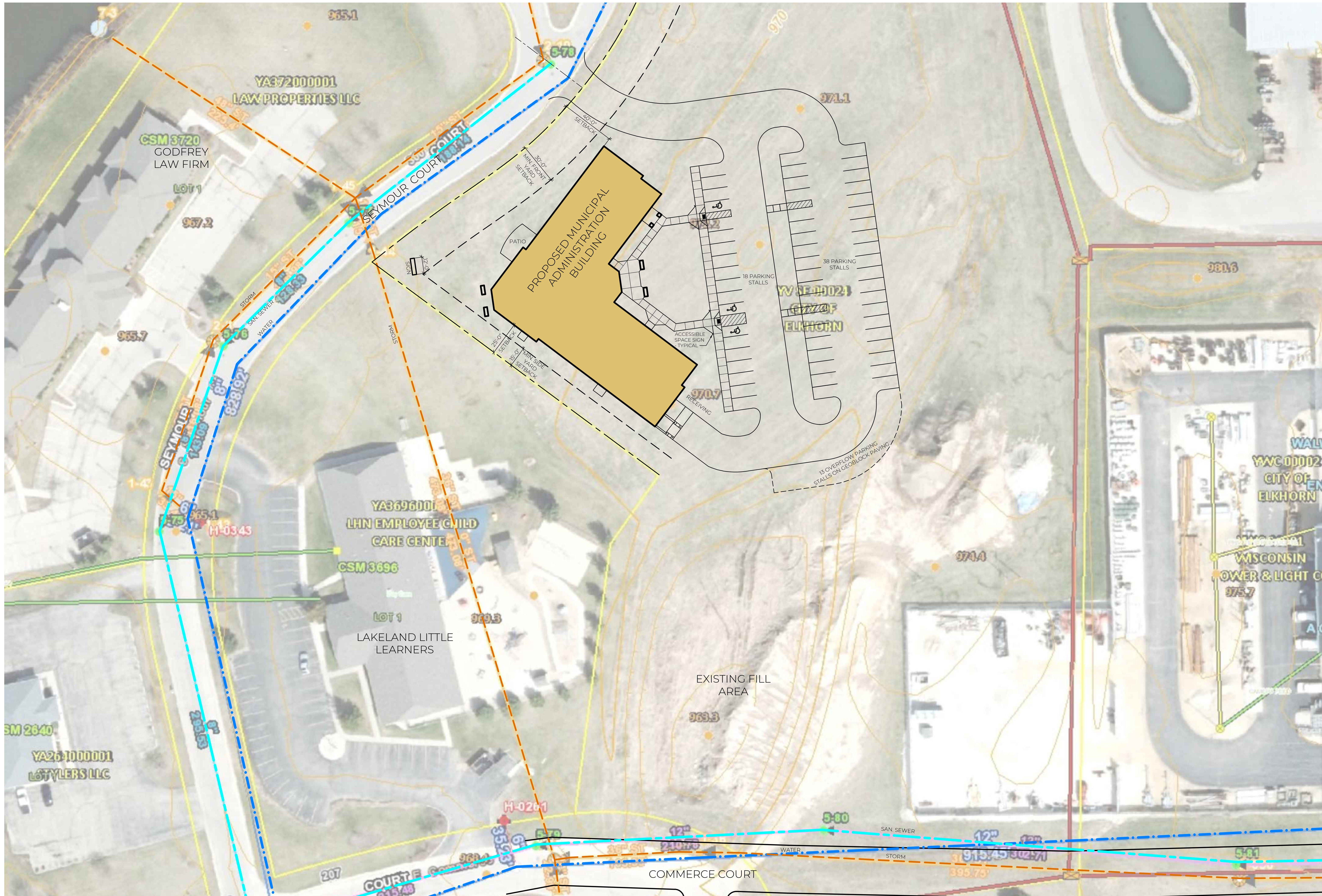




ARCHITECTURE  
& ENGINEERING  
25 North Wisconsin Street  
Elkhorn, Wisconsin 53121  
(262)723-4399

City of Elkhorn  
9 S. Broad Street  
Elkhorn, Wisconsin

New Municipal Administration  
Building  
City of Elkhorn  
SITE PLAN



**SITE PLAN**  
Scale 1" = 30'  
0' 15' 30' 60'

Revisions:		
No.	Date	Description
1	03/03/00	Addendum No. 1

Project Number	1906
Set Type	DD
Date Issued	12/13/2019
Sheet Number	C101

## FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and \_\_\_\_\_, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$\_\_\_\_\_ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of \_\_\_\_\_, 20\_\_\_\_ at approximately \_\_\_\_\_:\_\_\_\_\_ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Firing of Display (check one of the below options):**

\_\_\_\_\_ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

\_\_\_\_\_ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

**2. Payment. The Buyer shall pay to the Seller (check one of the below options):**

\_\_\_\_\_ the sum of \$\_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$\_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\_\_\_\_\_ \$\_\_\_\_\_ in full by \_\_\_\_\_ (70 days prior to the event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\_\_\_\_\_ \$\_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

**3. Weather Delay/Cancellation.** Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

\*\* Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of \_\_\_\_\_ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

**5. Insurance. (Check one of the below options):**

\_\_\_\_\_ Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

\_\_\_\_\_ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

**6. Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Bryan D Olson  
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

**Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.**

## MULTIPLE YEAR AGREEMENT EXTENSION

This Agreement can be considered an extension of the previously signed Multiple Year Agreement made by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business in Yarmouth, Iowa, hereinafter referred to as Seller, and the \_\_\_\_\_, hereinafter referred to as the Buyer. Whereas, the parties agree as follows:

1. Seller is in the business of providing fireworks displays. More specifically, Seller is in the business of providing 1.3G (Class B) fireworks for display.

2. Buyer hereby agrees to purchase all of their 1.3G (Class B) fireworks exclusively from Seller for the next three years (20\_\_, 20\_\_, 20\_\_). In consideration thereof, Seller hereby agrees to provide bonus product to the Buyer in an amount based on the total dollars of fireworks purchased by Buyer for a given year. The Seller will have the final choice of bonus product but said product is to be fireworks of like quality and condition as the 1.3G (Class B) fireworks purchased by Buyer from Seller for the given year. The bonus for signing this extension to the Buyer's original Multiple Year Agreement is as follows:

- \_\_\_\_ year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- \_\_\_\_ year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- \_\_\_\_ year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).

3. In addition to the "bonus product" described above, Buyer will also be entitled for each year of this Agreement to receive 8% of bonus product of like quality and condition as the fireworks purchased by the Buyer for the given year if Buyer provides an early order (all paperwork and payment for the fireworks display

provided to Seller at least 70 days prior to display date). In the event that Seller should increase the amount of its bonus product percentage for "early order" for the years of this exclusive Agreement, Seller agrees to match the increased bonus product percentage for Buyer these given years.

4. In no way is Buyer obligated to purchase 1.3G (Class B) fireworks from Seller for any of the years covered by this Agreement. Rather, Buyer is only obligated to purchase 1.3G (Class B) fireworks from Seller should Buyer opt, at Buyer's sole discretion, to have a fireworks display at its events for the years in question.

5. Extension: The final year of the Multiple Year Agreement the buyer will have the option to extend the Multiple Year Agreement for an additional three years if both parties mutually agree and a Multiple Year Agreement Extension is completed and signed.

6. Termination: This Agreement will expire three (3) years from its execution. The Buyer may, at its sole discretion, terminate this Agreement within 30 days after their fireworks display date. If Agreement is not terminated within the 30-day deadline, this Agreement will be in full force and effect for the following year.

J & M DISPLAYS, INC.

Bryan D Olson  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# J&M Displays Proposal for: City of Elkhorn Independence Day Celebration

## Opening

### 2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Red white and blue 10 Shot finale chain		\$96.45	\$289.35
1	Salute with palm 10 Shot finale chain		\$96.45	\$96.45
Category Shell Count: 40				\$385.80

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Rising Flowers to Glitter Silver to Blue to Red Chrysanthemum w/White Pistil		\$61.40	\$61.40
Category Shell Count: 1				\$61.40
<b>Section Shell Count: 41</b>				

## Main Event

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Silver Strobe Mine to Red Dahlia with Silver Strobe with Red 36 shot		\$130.95	\$130.95
1	Red tail crackling to red & yellow dahlia to s. blue 100s		\$298.60	\$298.60
Category Shell Count: 136				\$429.55

### 3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow waterfall	glitter tail	\$22.30	\$44.60
2	Nishiki kamuro niagara falls		\$22.30	\$44.60
2	Silver strobe waterfall		\$22.30	\$44.60
2	Six Angle chrysanthemum		\$22.30	\$44.60
2	Assortment B of 20 (5 report& 15 color) Patriotic shells ELECTRIC FIRE	mixed tails	\$229.00	\$458.00
1	Assortment P of 10 pairs (20 shells) of J&M Brand shells	mixed tails	\$230.00	\$230.00
1	Assortment Q of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$230.00	\$230.00
Category Shell Count: 88				\$1,096.40

### 3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Green with silver serpents (cylinder)		\$48.55	\$48.55
1	Orange with silver serpents (cylinder)		\$48.55	\$48.55
Category Shell Count: 2				\$97.10



# J&M Displays Proposal for: City of Elkhorn Independence Day Celebration

## Main Event

### 4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Color dahlia with silver strobe	Gold tail	\$37.70	\$37.70
1	Glittering willow with blue pistil	glitter tail	\$37.70	\$37.70
1	Orange Crackling Willow Flower w/Green Strobe Pistil		\$37.70	\$37.70
1	Rainbow colored dahlia w/glittering pistil		\$37.70	\$37.70
1	Red green and blue moving stars		\$37.70	\$37.70
1	Six angle chrysanthemum	Gold tail	\$37.70	\$37.70
1	White strobe and red dahlia	whistling tail	\$37.70	\$37.70
1	Assortment F of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$420.00	\$420.00
1	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$420.00	\$420.00
1	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	mixed tails	\$420.00	\$420.00
Category Shell Count: 67				\$1,523.90

### 4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	Green and purple with artillery (cylinder)		\$63.60	\$63.60
1	Red and blue with whistles (cylinder)		\$63.60	\$63.60
Category Shell Count: 2				\$127.20

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Chartreuse pistil with sun ring	Gold tail	\$61.40	\$61.40
1	Crackling Willow Flower w/Big Multicolor Pistil		\$61.40	\$61.40
1	Fancy willow to crackle	crackling tail	\$61.40	\$61.40
1	Glittering to sea blue saturn with willow ring		\$61.40	\$61.40
1	Willow to variegated w/ rising flowers		\$61.40	\$61.40
1	Assortment A of 15 Patriotic J&M shells ELECTRIC FIRE		\$540.00	\$540.00
1	Assortment T of 15 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$540.00	\$540.00
1	Assortment P of 10 Special J&M Brand pattern shells ELECTRIC FIRE		\$600.00	\$600.00
Category Shell Count: 45				\$1,987.00

### 6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Red and blue dahlia with silver glitter		\$60.55	\$60.55
1	Aqua chrys with gold willow to white strobe ring with delayed crackle pistil		\$86.80	\$86.80
1	Blue eddy in chrys w/green pistil		\$86.80	\$86.80
1	Brocade ring with glitter pistil with double crackle		\$86.80	\$86.80
1	Chrysanthemum to blue to silver with red pistil	rising flowers	\$86.80	\$86.80
1	Color crossette ring with crackling pistil	whistle tail	\$86.80	\$86.80
1	Jellyfish pattern (mushroom)		\$86.80	\$86.80
1	Red white and blue crossette rings		\$86.80	\$86.80
1	Assortment A of 9 different Patriotic shells ELECTRIC FIRE		\$530.00	\$530.00
1	Assortment C of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$530.00	\$530.00
Category Shell Count: 26				\$1,728.15

**Section Shell Count: 366**

## Finales





# J&M Displays Proposal for: City of Elkhorn Independence Day Celebration

## Finales

### 6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow	glitter tail	\$86.80	\$173.60
Category Shell Count: 2				\$173.60

### 3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
5	Report and palm 10 Shot finale chain		\$139.80	\$699.00
2	Spiderweb 10 Shot finale chain		\$139.80	\$279.60
6	Wave shell 10 Shot finale chain	mixed tails	\$139.80	\$838.80
Category Shell Count: 130				\$1,817.40

### 4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
4	Spiderweb 8 shot finale chain		\$221.15	\$884.60
Category Shell Count: 32				\$884.60

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
5	Glittering willow	glitter tail	\$61.40	\$307.00
Category Shell Count: 5				\$307.00
<b>Section Shell Count: 169</b>				

## Miscellaneous

### Ignition Items

Quantity	Name	Rising Effect	Price	Total
250	Igniter 3 meter leads		\$1.95	\$487.50
50	Igniter 4 meter leads		\$2.20	\$110.00
Category Shell Count: 0				\$597.50
<b>Section Shell Count: 0</b>				

## 8% Free for Early Payment

### 4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue and lemon strobe coconut	silver tail	\$37.70	\$37.70
1	Glittering willow waterfall	glitter tail	\$37.70	\$37.70
1	Golden kamuro to white strobe	Gold tail	\$37.70	\$37.70
1	Lemon and pink ring with crackling pistils	whistling tail	\$37.70	\$37.70
1	Pastel Cycas	Gold tail	\$37.70	\$37.70
Category Shell Count: 5				\$188.50



# J&M Displays Proposal for: City of Elkhorn Independence Day Celebration

## 8% Free for Early Payment

### 4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
2	Red white and blue dahlia 8 shot finale chain	mixed tails	\$221.15	\$442.30
Category Shell Count: 16				\$630.80

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Multi-Color Flowers	/rising green flowers	\$61.40	\$61.40
1	Two times scattering with crackling pistil		\$61.40	\$61.40
Category Shell Count: 2				\$753.60
<b>Section Shell Count: 23</b>				

## 15% Free for Multiple Year Agreement

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Super crown with blue stars with mines 49 shot		\$166.40	\$166.40
Category Shell Count: 49				\$166.40

### 3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Red salute and blue dahlia 10 Shot finale chain	mixed tails	\$139.80	\$838.80
1	Report and palm 10 Shot finale chain		\$139.80	\$139.80
Category Shell Count: 70				\$1,145.00

### 6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow	glitter tail	\$86.80	\$173.60
1	Red to Blue peony with rising small flower tail (white strobe)	Rising flower tail	\$86.80	\$86.80
Category Shell Count: 3				\$1,405.40
<b>Section Shell Count: 122</b>				

## Free for Customer Satisfaction

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue peony to silver crown		\$61.40	\$61.40
1	Blue to dark to red with dark to silver pistil		\$61.40	\$61.40
1	Green peony with crackling with flash willow pistil	Crackling tail	\$61.40	\$61.40
1	White strobe and red dahlia	blue tail	\$61.40	\$61.40
Category Shell Count: 4				\$245.60



# J&M Displays Proposal for: City of Elkhorn Independence Day Celebration

## Free for Customer Satisfaction

### 6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue to silver willow		\$86.80	\$86.80
1	Glittering silver to red chrysanthemum		\$86.80	\$86.80
1	White strobe red dahlia		\$86.80	\$86.80
Category Shell Count: 3				\$506.00

**Section Shell Count: 7**



## J&M Displays Proposal for: City of Elkhorn Independence Day Celebration

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price: \$11,216.60  
Discount: \$1,908.10  
Subtotal Fireworks: **\$9,308.50**  
Sales Tax:  
Local Sales Tax:  
Insurance Processing: \$1,186.50  
License and Permit:  
Shoot Fee: \$900.00  
Delivery: \$470.00  
Musical Firing:  
Shoot Cost:  
Barge/Pontoon Fee:  
Total Price of Show: **\$11,865.00**

Total Shot Count: 728  
Packing Check: 402  
Date of Display: 07/03/20  
Customer Number: 11745

### Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$9,308.50 Fireworks Subtotal

\$753.60	8% Free for Early Payment
\$1,405.40	15% Free for Multiple Year Agreement
\$506.00	Free for Customer Satisfaction
\$2,665.00	Total Free

**Total Value of Show is \$16,438.10. Your Price is \$11,865.00**

### Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



Elkhorn American Legion  
Kelley-Gardner-Katzman-Stoflet Post 45  
P.O. Box 501  
Elkhorn, WI 53121

Attn: David Bretl  
Walworth County Board of Supervisors  
100W Walworth Street, P. O. Box 1001  
Elkhorn, WI 53121

Mr. David Bretl,

Elkhorn American Legion Post 45 is requesting Walworth County Council approval to move the Whitewater American Legion Post 173, M-60 Sherman Tank, to the County's Elkhorn Veterans Park.

With approval, Elkhorn American Legion Post 45 will cover all costs associated with relocating and maintaining the tank in Veterans Park. The tank will be placed within Veterans Park at an agreed upon location.

Elkhorn Post 45 hopes this agreement can be finalized which allows the tank to remain in Walworth County with no financial obligation to the County. As needed, Post 45 leadership will attend the County planning or other meetings to finalize an agreement.

If you need to contact Post 45, our E-mail is [ElhornAmLegion45@gmail.com](mailto:ElhornAmLegion45@gmail.com) or my cell at 719-238-6653.

Yours in Service,

A handwritten signature in black ink, appearing to read "Mark Gajewski".

Mark Gajewski  
Elkhorn Post 45, Commander  
E-mail: [ElkhornAmLegion45@gmail.com](mailto:ElkhornAmLegion45@gmail.com)



CITY OF ELKHORN  
9 SOUTH BROAD STREET  
P.O. BOX 920  
ELKHORN, WISCONSIN 53121

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CITY 262-723-2219      LIGHT & WATER 262-723-2910  
PUBLIC WORKS 262-723-2223      FAX 262-741-5131

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December 16, 2019

Elkhorn American Legion  
Kelley-Gardner-Katzman-Stoflet Post 45  
PO BOX 501  
Elkhorn, WI 53121

Re: Letter of Support for Placement of M-60 Sherman Tank at Veteran's Park

To Whom It May Concern:

The City of Elkhorn supports the placement of a M-60 Sherman Tank in Veteran's Park by the Elkhorn American Legion.

The Elkhorn American Legion will cover all costs associated with relocating and maintaining the tank and will place it at a location agreed upon by Walworth County within the park.

The City of Elkhorn would like to thank the Elkhorn American Legion for its efforts on bringing the tank to the City and to recognize the importance of remembering those who have proudly served our country.

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Cairie Virrueta, City Clerk

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Howie Reynolds, Mayor

## SOIL BORING PROPOSALS – ELKHORN MUNI. ADMIN. BUILDING

### **Intertek – PSI**

821 Corporate Court  
Waukesha, WI 53188  
262-521-2125  
262-521-2471 fax

Bradley Broback  
[bradley.broback@intertek.com](mailto:bradley.broback@intertek.com)  
262-424-1366 cell

Cost: \$3,080  
Total Depth of Drilling: 120 LF  
Schedule: 6 to 7 weeks (verbal report in 4 to 5 weeks)

### **ECS Midwest, LLC**

3695 N. 126th Street, Unit C  
Brookfield, WI 53005  
414-286-7557  
262-886-1988 fax

Darin Maciolek  
[dmaciolek@ecslimited.com](mailto:dmaciolek@ecslimited.com)  
262-475-9156 cell

Cost: \$3,600  
Total Depth of Drilling: 85 LF  
Schedule: 4 to 5 weeks

### **Terracon Consultants, Inc.**

9856 South 57<sup>th</sup> Street  
Franklin, WI 53132  
414-423-0255

Mike Mueller  
[mike.mueller@terracon.com](mailto:mike.mueller@terracon.com)  
414-209-7650 direct  
920-251-5513 cell

Cost: \$4,400  
Total Depth of Drilling: 95 LF  
Schedule: 4 to 5 weeks

### **Giles Engineering Associates**

N8 W22350 Johnson Drive  
Waukesha, WI 53186  
262-544-0118  
262-549-5868 fax

Pat Reuteman  
[preuteman@gilesengr.com](mailto:preuteman@gilesengr.com)

Cost: \$4,560  
Total Depth of Drilling: 110 LF  
Schedule: 3 to 4 weeks

### **GESTRA Engineering, Inc.**

715 Post Road, Ste. A  
Madison, WI 53713  
608-222-9406

Douglas Dettmers  
[douglas.dettmers@gestrainc.com](mailto:douglas.dettmers@gestrainc.com)  
414-933-7444x13 direct

Cost: \$5,315  
Total Depth of Drilling: 96 LF  
Schedule: 5 to 6 weeks



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**COMMON COUNCIL MEETING AGENDA MEMORANDUM**

**DEPARTMENT OF PUBLIC WORKS FACILITY**

**CHANGE ORDER NO. 5**

**Date:** December 16, 2019  
**Prepared by:** Matthew Lindstrom (DPW Operations Manager)  
**To:** Members of the Common Council

**Summary:**

I am writing to provide information regarding Change Order No. 5 for the new DPW Facility off E. Centralia Street. Item(s) incorporated into subject Change Order (CO) are as follows:

- Additional gas piping required for multiple heating units, not reflected in Plumbing Gas Piping drawings  
**Subtotal = \$5,200**
- Deducts for utility bills (paid by City, to be reimbursed by Contractor)  
**Subtotal = - \$2,411.47**

**Total cost of CO No. 5 = \$2,788.53**

Kueny has reviewed the accuracy of each item submitted and incorporated into subject CO and recommends approval. Scherrer's current contract and base bid amount, previously approved by Council, incorporates an allowance for varying conditions and potential change orders such as these. The embedded contractual allowance of \$45,000 plus reimbursable utility costs minus subject CO and previously approved CO's No. 2, 3 & 4 equates to \$36,348.94 yielding an allowance balance of \$8,651.06.

**Scherrer's Construction Cost Summary in Review:**

Base Construction Bid w/ seven Alternates	\$5,060,951
Contract Change Order No. 1	\$125,420
Contract Change Order No. 2 balance from allowance	(\$28,675)
Contract Change Order No. 3 balance from allowance	(\$17,094)
Contract Change Order No. 4 (beyond 45k allowance)	\$3,362
Contract Change Order No. 5 (beyond 45k allowance)	\$5,200

**Total = \$5,194,933**

**Recommendation to Council:**

Authorize execution of subject Change Order No. 5 in the amount of \$5,200





**COMMON COUNCIL  
MEETING AGENDA MEMORANDUM**

**Meeting Date:** December 16, 2019

**Agenda Item:** Sanitary Sewer Basin No. 3 | Response to WDNR NON:  
Remaining Phases 2 & 3

**Prepared by:** Matthew Lindstrom (DPW Operations Manager)

**Summary:**

At a prior Committee of The Whole meeting held on January 28, 2019, we discussed a Notice of Noncompliance (NON) issued to the City of Elkhorn on October 12, 2018 from WDNR regarding Sanitary Sewer Overflows, which occurred on 10/02 and 10/06 within Collection Basin No. 3 in 2018. Said NON initiated a proposed three phase study/evaluation project, which was approved by WDNR. The proposed scope of services for said project per each phase is outlined below:

- Phase 1 – Flow Metering
  - Review existing data and reports previously performed within subject Basin No. 3
  - Collect flow / precipitation data for up to eight weeks beginning in April 2019 with City owned flow metering equipment and rain gauge
  - Review and analyze flow and rainfall data collected
  - Review capacity of sanitary sewer collection system versus flow metering data
  - Prepare technical memorandum summarizing existing flow data and flow metering results. Provide considerations for follow-up activities.
- Phase 2 – Condition Assessment
  - Manhole assessments, smoke testing and review of City of Elkhorn sewer televising within all or portions of the tributary area. Results of these activities will be documented in a technical memorandum.
- Phase 3 – Evaluation of Alternatives
  - Development of alternatives for reducing occurrences of SSOs in the study area. Infrastructure improvements and/or I/I reduction alternatives will be evaluated. Results of the evaluation and recommendations will be documented in a technical memorandum. Phase 3 will also include preparation of a final report consisting of the three previously prepared technical memoranda developed during phases 1, 2 and 3.

On February 4, 2019, Strand was authorized by Council to proceed with Phase 1 scope of services. To date, we have received a draft of said Phase 1 study and anticipate a final memorandum in upcoming weeks.

In consideration of conflicts of interest with Strand working directly with WalCoMET we are proposing to proceed with completion of remaining two phases with Applied Technologies, Inc. who have recently been selected for and finalized an I&I Mitigation Plan (received on Monday December 9, 2019).

Applied Technologies, Inc. submitted a proposal to complete remaining Phases 2 & 3, which is estimated at a cost of \$49,750. This work will be billed on an hourly basis on time expended based on actual time spent. I discussed utilizing current staff with Applied Technologies, Inc. to assist with manhole assessments and smoke testing which could potentially lower the anticipated fee by roughly 30%.

**Fiscal Considerations:**

Costs will require a budget adjustment for fiscal year 2020.

**Recommendation to Council:**

Authorize execution of Phase 2 & 3 Agreement with Applied Technologies, Inc. at an estimated fee of \$49,750.

**CITY OF ELKHORN  
RESOLUTION NO. 19-15**

**Resolution to Approve Municipal Court Bond Schedule**

**WHEREAS**, Section 800.037, Wisconsin Statutes, provides that the Municipal Court, with the approval of the governing body of the municipality, shall set the deposit schedule for all non-traffic cases over which the Municipal Court has jurisdiction; and

**WHEREAS**, the deposit amount in the schedule may not exceed the maximum penalty established by the municipality for the offense, plus costs, fees, and surcharges imposed under Chapter 814; and

**WHEREAS**, the City of Elkhorn Municipal Court, by the Honorable James B. Duquette, has set the bond deposit schedule as attached hereto,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Common Council of the City of Elkhorn that the bond deposit schedule for the municipal court is approved and shall be set as presented.

Resolved this 16th day of December, 2019.

CITY OF ELKHORN

BY: \_\_\_\_\_  
Howard S. Reynolds, Mayor

ATTEST:

\_\_\_\_\_  
Cairie L. Virrueta, City Clerk

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_

ELKHORN POLICE DEPARTMENT  
BOND SCHEDULE

11/05/2019

OFFENSE DESCRIPTION	OFFENSE CODE	1ST- OFFENSE	2ND-OFFENSE	3RD/4TH OFFENSE
Abandoned/Unattended Refrigerator	11.13	\$187.00	\$313.00	\$565.00
Abandoned/Unregistred Vehicles	9.08(2)(a)	\$187.00	\$313.00	\$565.00
Adult Permitting Underage Consumption	125.07(1)(a)3.	\$376.00	\$691.00	\$1,006.00
Animal Running at Large	9.07	\$124.00	\$187.00	\$313.00
Animal/Responsibility of Fecal Matter	9.07(2)(a)	\$124.00	\$187.00	\$313.00
Animal/Removal of Fecal Matter	9.07(2)©	\$124.00	\$187.00	\$313.00
Annoying/Obscene Telephone Calls	9.947.012(2)	\$155.50	\$250.00	\$439.00
Bar Closing Hours	12.03(14)(a)	\$313.00	\$565.00	\$1,069.00
Barking Dog	10.05(10)	\$124.00	\$187.00	\$313.00
Battery	9.940.19(1)	\$439.00	\$817.00	\$1,573.00
Burning Violations	5.17	\$124.00	\$187.00	\$313.00
Careless Smoker	11.10	\$187.00	\$313.00	\$439.00
Carrying Concealed Weapon	9.941.23	\$470.00	\$880.00	\$1,699.00
Compression Brake Prohibited	7.03(8)	\$124.00	\$187.00	\$313.00
Contributing to Truancy	9.12(5)	\$313.00	\$565.00	\$1,069.00
Criminal Damage to Property	9.943.01	\$376.00	\$691.00	\$1,321.00
Criminal Tresps to Dwelling	9.943.15	\$439.00	\$817.00	\$1,573.00
Curfew	9.11(1)(a)	\$124.00	\$124.00	\$124.00
Curfew/Parent or Guardian	9.11(2)	\$187.00	\$313.00	\$565.00
Defraud Hotel/Restaurant	9.943.21	\$250.00	\$439.00	\$817.00
Defraud Taxi Cab Driver	9.943.21(1)(c)	\$250.00	\$439.00	\$817.00
Disorderly Conduct	9.947.01	\$313.00	\$565.00	\$1,069.00
Endanger Safety w/ Dangerous Weapon	9.941.20	\$565.00	\$1,069.00	\$2,077.00
Escape From Custody	9.946.42	\$439.00	\$817.00	\$1,573.00
Fail To Obey Officer	9.10	\$313.00	\$565.00	\$1,069.00
Fireworks Violation	12.13	\$124.00	\$187.00	\$313.00
Habitual Truancy	9.912(2)(a)	\$250.00	\$439.00	\$565.00
Harassment	9.947.013	\$313.00	\$565.00	\$1,069.00
Impersonating A Peace Officer	9.946.70	\$439.00	\$565.00	\$1,573.00
Incinerators Prohibited	9.13	\$124.00	\$187.00	\$313.00
Interfere with Firefighter	9.41.12(2)&(3)	\$439.00	\$817.00	\$1,573.00
Intoxicants in Mann Park	9.03(8)	\$187.00	\$313.00	\$565.00
Issue Worthless Checks/Misd.	9.943.24(1)	\$502.00	\$943.00	\$1,825.00
Keeping Livestock/Poultry	11.14	\$124.00	\$187.00	\$313.00
Lewd and Lescivious Behavior	9.944.20(1)	\$376.00	\$691.00	\$1,321.00
Licensee Permitting Underage on Premise	125.07(3)(b)	\$376.00	\$691.00	\$691.00
Licensee Selling to Underage on Premise	125.07(1)(a)2.	\$439.00	\$691.00	\$1,197.00
Littering	9.09	\$124.00	\$187.00	\$313.00
Loitering in Groups or Crowds	9.06(3)(a)	\$124.00	\$187.00	\$313.00
Loitering/Obstructing Highways	9.06(3)©	\$124.00	\$187.00	\$313.00
Loitering/Obstructing Traffic	9.06(2)	\$124.00	\$187.00	\$313.00
Loitering/Public Assembly Place	9.06(3)(b)	\$124.00	\$187.00	\$313.00
Loud and Unnecessary Noise	9.05	\$124.00	\$187.00	\$313.00
Noxious Odors	10.03(8)	\$124.00	\$187.00	\$313.00
Obstructing Streets/Sidewalks	9.04	\$124.00	\$187.00	\$313.00
Open Intoxicants in Public	9.14	\$187.00	\$313.00	\$565.00
Operating with Unlicensed Bartender	12.03(3)(a)	\$313.00	\$565.00	\$1,069.00

**ELKHORN POLICE DEPARTMENT  
BOND SCHEDULE**

OFFENSE DESCRIPTION	OFFENSE CODE	1ST OFFENSE	2ND OFFENSE	3RD/4TH OFFENSE
Possession or Discharge Firearm	9.02	\$313.00	\$565.00	\$1,069.00
Possession Drug Paraphernalia	9.961.573(1)	\$313.00	\$565.00	\$1,069.00
Possession of Switchblade Knife	9.941.24	\$470.00	\$880.00	\$1,699.00
Possession of Synthetic Cannabinoids	9.917(2)	\$565.00	\$1,069.00	\$1,069.00
Possession of THC	9.961.41(3g)(e)	\$565.00	Refer to DA	Refer to DA
Possession of Tobacco	254.92(2)	\$187.00	\$313.00	\$439.00
Purchase Tobacco on behalf of minor	254.92(2)m	\$250.00	\$376.00	\$439.00
Underage Pres in Place of Sale of Liq.	125.07(4)(a)3.	\$376.00	\$691.00	1006.00/1321.00
Prohibited Vehicle Traffic	7.16(2)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Harris Field	7.16(3)(a)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Public Parks	7.16(3)(b)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Cemetary	7.16(3)(c)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/School District	7.16(4)(d)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Medical Facilities	7.16(3)(e)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Funeral Homes	7.16(3)(f)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Service Stations	7.16(3)(g)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Grocery Stores	7.16(3)(h)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Restaurants	7.16(3)(i)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Financial Inst.	7.16(3)(j)	\$124.00	\$187.00	\$313.00
Prohibited Veh Traffic/Other Business	7.16(3)(k)	\$124.00	\$187.00	\$313.00
Prowling/Loiter	9.06	\$187.00	\$313.00	\$565.00
Public Nuisance	10.01	\$187.00	\$313.00	\$565.00
Rabies Control Program	12.04(9)	\$250.00	\$502.00	\$691.00
Recreation Vehicles	7.10(5)	\$124.00	\$187.00	\$313.00
Refusing to Aid Officer	9.946.40	\$313.00	\$565.00	\$1,069.00
Resisting/Ostructing Officer	9.946.41	\$313.00	\$565.00	\$1,069.00
Retail Theft	9.943.50	\$313.00	\$565.00	\$1,069.00
Sell Alcohol to Intoxicated Person	12.03(1)	\$439.00	\$691.00	\$1,197.00
Sex Offender Viol. Safety Zone		\$376.00	\$691.00	\$691.00
Skateboard Offenses	9.20	\$124.00	\$187.00	\$313.00
Smoking on School Property	9.19	\$250.00	\$376.00	\$439.00
Snow Removal Violation	8.02(8)	\$124.00	\$187.00	\$313.00
Soliciting	12.06(1)	\$187.00	\$313.00	\$565.00
Storage of Junk	9.09(1)(a)	\$124.00	\$187.00	\$313.00
Tobacco Products/Selling to Minors	12.02	\$250.00	\$376.00	\$565.00
Theft-All Other	9.943.20(1)(a)	\$313.00	\$565.00	\$1,069.00
Theft-Bicycles	9.943.20(1)(a)	\$313.00	\$565.00	\$1,069.00
Theft-Motor Vehicle Parts/Acces.	9.943.20(1)(a)	\$313.00	\$565.00	\$1,069.00
Theft-Purse Snatching	9.943.20(1)(a)	\$313.00	\$565.00	\$1,069.00
Theft by Rental Agreement	9.943.20(1)(a)	\$313.00	\$565.00	\$1,069.00
Theft From Motor Vehicle	9.943.20(1)(a)	\$313.00	\$565.00	\$1,069.00
Theft of Cable Services	9.943.46	\$313.00	\$565.00	\$1,069.00
Theft of Library Materials	9.01(4)	\$187.00	\$313.00	\$565.00
Throwing Projectiles	9.03	\$124.00	\$187.00	\$313.00
Trespass to Land	9.943.13(2)	\$313.00	\$565.00	\$1,069.00
Trespass Within Fairgrounds	9.23	\$187.00	\$313.00	\$439.00
Truancy	9.912(2)(d)	\$124.00	\$187.00	\$313.00
Underage Consump. Alcohol (12-16)	125.07(4)(b)	\$124.00	\$187.00	\$376.00
Underage Consump. Alcohol (17-20)	125.07(4)(b)	\$187.00	\$313.00	565.00/1069.00
Unlawful Assembly	9.947.06	\$250.00	\$439.00	\$817.00
Unlawful Use of Telephone	9.947.012	\$250.00	\$439.00	\$817.00
Unlicensed Cat or Dog	12.04(1)	\$124.00	\$187.00	\$313.00
Unecessary Acceleration	7.16(1)	\$155.50	\$250.00	\$439.00
Violation of Zoning	17.14 - 17.16	\$250.00	\$439.00	\$817.00

**PREVIOUS CONVICTIONS W/IN 1 YR. COUNT HAS A PRIOR OFFENSE**